



GROVE CITY, OHIO - CITY COUNCIL Agenda

December 15, 2025

7:00 PM

Regular Meeting

Call to Order

Roll Call

Approval of Minutes

Welcome & Reading of Agenda

LANDS:

- | | |
|----------------------------|--|
| <u>Ordinance C-48-25</u> | Accept the Annexation of 26.904 acres located at 4910 Hoover Road in Jackson Township to the City of Grove City. Second reading and public hearing. |
| <u>Resolution CR-53-25</u> | Approve the Development Plan for Forge Biologic Parking Improvements located at 3900 Gantz Road. |
| <u>Resolution CR-54-25</u> | Set Forth, as required by Section 709.023 of the Ohio Revised Code, the Municipal Services that can be furnished to 0.505+ acres located at 2332 White Road in Jackson Township upon its Annexation to the City of Grove City. |
| <u>Resolution CR-55-25</u> | Set Forth, as required by Section 709.023 of the Ohio Revised Code, the Municipal Services that can be furnished to 15.0+ acres located at 5713 Haughn Road in Jackson Township upon its Annexation to the City of Grove City. |

SAFETY:

- | | |
|--------------------------|--|
| <u>Ordinance C-49-25</u> | Adopt Chapter 550 of the Codified Ordinances titled Unlawful Discrimination Prohibited. Second reading and public hearing. |
| <u>Ordinance C-50-25</u> | Amend Section 376.02 of the Codified Ordinances titled Restrictions. Second reading and public hearing. |

FINANCE:

- | | |
|--------------------------|--|
| <u>Ordinance C-51-25</u> | Amend and Extend the Pinnacle No. 1 Incentive District, the Pinnacle No. 2 Incentive District and the Pinnacle No. 3 Incentive District. Second reading and public hearing. |
| <u>Ordinance C-52-25</u> | Appropriate \$150,000.00 from the Scioto Township Joint Economic Development District (JEDD) Fund for the Current Expense of making payments in accordance with the JEDD Contract. Second reading and public hearing |
| <u>Ordinance C-53-25</u> | Appropriate \$1,500,000.00 from the Deposit Trust Fund and Reduce Appropriation Amounts for Various Funds. Second reading and public hearing. |
| <u>Ordinance C-54-25</u> | Make Appropriations for Current Expenses and Other Expenditures for which the City of Grove City must provide during the twelve months ending Dec. 31, 2026. |

- Ordinance C-55-25 Authorize the Mayor and City Administrator to enter into an Agreement with the Fraternal Order of Police, Capital City Lodge #9. First reading.
- Ordinance C-56-25 Grant an Exceptional Circumstance for 4009 Broadway to increase the maximum award under the Town Center Commercial Revitalization Grant Program. First reading.
- Resolution CR-56-25 Continue the work of educating the community and preparing a ballot question for a 0.50% Income Tax Increase for consideration of the electorate in Nov., 2026.
-

ADMIN./RULES

- Resolution CR-57-25 Continue the work of preparing amendments to the Charter necessary to transition to a Council-Manager form of government upon approval of the electorate.
-

Call for New Business	Call for Dept. Reports & Closing Comments	Adjourn
<u>ON FILE</u>	Minutes of: 12-01-25	

Date: 11/24/25
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-48-25
1st Reading: 12/01/25
Public Notice: 12/02/25
2nd Reading: 12/15/25
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-48-25

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 26.904[±] ACRES LOCATED AT 4910 HOOVER ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 26.904[±] acres, more or less, in Jackson Township was duly filed by the Grove City Church of the Nazarene; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on September 23, 2025; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on September 29, 2025.

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 the Grove City Church of the Nazarene, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on August 11, 2025 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on September 23, 2025, 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. 6840. 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 SF-1, Single Family Residential, and shall be placed in Ward 3. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she 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.

Christine Houk, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Exhibit A
C-48-25
KORDA

DESCRIPTION OF A 26.742± ACRE TRACT FOR ANNEXATION PURPOSES

From: Jackson Township, To: Grove City

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 6840, and being part of a 26.904-acre tract as conveyed to Grove City Church of the Nazarene by Official Record 20662 Page J04, and part of a 0.284-acre tract as conveyed to Grove City Church of the Nazarene by Official Record 34023 Page B17, and of the Recorder's Office, Franklin County, Ohio and being more particularly described for annexation purposes as follows:

Commencing at the centerline intersection of Hoover Crossing Way (60 feet wide) and Hoover Road (Width Varies);

Thence along the centerline of Hoover Road, South 03°54'07" West for a distance of 261 feet to a point being the southwesterly corner of a 0.302 acre tract conveyed to the City of Grove City, Ohio by Instrument Number 200306240190486 and being the northwesterly corner of a 0.092 acre tract as known as Parcel 3-WD, conveyed to the City of Grove City by Instrument Number 200309160294446;

Thence along the northerly line of a said 0.092 acre tract Parcel 3-WD and being the northerly line of a 0.338 acre tract conveyed to Grove City Church of the Nazarene by Instrument Number 202403210027518 and being the southerly line of a 11.724 acre tract conveyed to Grove City Church of the Nazarene by Official Record 1045 Page B02 and being the southerly line of the existing City of Grove City corporation line established by Ordinance C-2-72 and in Miscellaneous Record 155 Page 27, North 85°59'42" East for a distance of 187 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said northerly and southerly lines and the southerly line of said existing City of Grove City corporation line, South 85°59'42" East for a distance of 934.98 feet to a point being the northwesterly corner of a 9.762 acre tract conveyed to the State of Ohio by Deed Book 2922 Page 221;

Thence along the westerly line of said 9.762 acre tract, South 04°06'27" West for a distance of 975.67 feet to a point on the westerly line of a Highway Easement also known as Parcel No. 29-LA, conveyed to the State of Ohio by Deed Book 2090 Page 73 and being the northerly limited access right of way line of Interstate 71;

Thence along the westerly line of said Highway Easement and northerly limited access right of way line of Interstate 71, South 46°50'48" West for a distance of 287.09 feet to a point being the northeasterly corner of a 5.511 acre tract conveyed to HSL Hoover LLC by Instrument Number 201812210172513 and being on the northerly line of the existing City of Grove City corporation line established by Ordinance C-74-95 and in Official Record 30954E18;

Thence along the northerly line of said 5.511 acre tract and the northerly line of said existing City of Grove City corporation line, North 87°11'27" West for a distance of 876.88 feet to a point being the northeasterly corner of Highway Easement conveyed to Franklin County Commissioner by Official Record 20044C13 and being the southeasterly corner of a Highway Easement also known as Parcel No. 29 conveyed to the State of Ohio by Deed Book 2090 Page 73, said point being on the easterly existing right of way line of Hoover Road and being the easterly line of the existing City of Grove City corporation line established by Ordinance C-88-2015 and in Instrument Number 201601150005804;

Thence along said easterly existing right of way line and across said 26.904 acre tract and being the easterly line of the City of Grove City corporation line, North 02°40'16" West for a distance of 151.00 feet to a point on the southerly line of a 0.115 acre tract conveyed to the City of Grove City, Ohio by Instrument Number 200310230339960;

Thence continuing along said easterly existing right of way line and said easterly corporation line and along the southerly line of said 0.115 acre tract, South 86°01'15" East for a distance of 20.00 feet to a point being the southeasterly corner of said 0.115 acre tract;

Thence continuing along said easterly existing right of way line and said easterly corporation line and along the easterly line of said 0.115 acre tract, North 03°58'11" East for a distance of 100.04 feet to a point being the northeasterly corner of said 0.115 acre tract;

Thence continuing along said easterly existing right of way line and said easterly corporation line and along the northerly line of said 0.115 acre tract, North 86°04'24" West for a distance of 20.00 feet to a point;

Thence continuing along said easterly existing right of way line and said easterly corporation line and across said 26.904 acre tract, North 03°58'11" East for a distance of 228.10 feet to a point on the southerly line of a 0.092 acre tract conveyed to City of Grove City by Instrument Number 200310280344238;

Thence leaving said easterly existing right of way line and said easterly corporation line, and along the southerly line of said 0.092 acre tract and the southerly line of a tract of land conveyed to Keith R. Bradshaw, Trustee of The Keith R. Bradshaw Revocable Living Trust by Instrument Number 201912050163719, South 86°07'12" East for a distance of 176.00 feet to a point being the southeasterly corner of said Bradshaw tract;

Thence along the easterly line of said Bradshaw tract and being the easterly line of 0.832 acre tract conveyed to Grove City Church of the Nazarene by Instrument Number 202310100106270, North 03°58'11" East for a distance of 415.96 feet (passing the northeasterly corner of said Bradshaw tract and the southeasterly corner of said 0.832 acre tract

1650 Watermark Drive, Suite 200 | Columbus, Ohio 43215 USA | tel +1 614 487 1650 | fax +1 614 487 8961 | www.korda.com

RECEIVED

AUG 11 2025

Franklin County Planning Department
Franklin County, OH



at 205.97 feet) to a point being the northeast corner of said 0.832 acre tract and being the southeasterly corner of a 0.284 acre tract conveyed to Grove City Church of the Nazarene by Official Record 34023 Page B17;

Thence along the northerly line of said 0.832 acre tract and the southerly line of said 0.284 acre tract, **North 86°07'03" West** for a distance of **166.00 feet** to the northwesterly corner of said 0.832 acre tract, the southwesterly corner of the remainder of said 0.284 acre tract and being the southeasterly corner of a 0.055 acre tract conveyed to The City of Grove City, Ohio by Instrument Number 200306240190486 and being on the easterly line of the existing City of Grove City corporation line established by Ordinance C-88-2015 and in Instrument Number 201601150005804;

Thence along the westerly line of the remainder of said 0.284 acre tract and the easterly line of said 0.055 acre tract and the easterly line of said existing City of Grove City corporation line, **North 03°58'11" East** for a distance of **60.00 feet** to the northwesterly corner of said remainder of the said 0.284 acre tract, the northeasterly corner of said 0.055 acre tract, and being the southeasterly corner of a 0.138 acre tract conveyed to the City of Grove City by Instrument Number 200309160294447 and the southwesterly corner of a tract of land conveyed to Jack Ward by Instrument Number 201709190130159, also being on the southerly line of the existing City of Grove City corporation line established by Ordinance C-16-89 and in Official Record 13654H07;

Thence along the northerly line of the remainder of said 0.284 acre tract, the southerly line of said Ward tract, and the southerly line of said existing City of Grove City corporation line, **South 86°07'03" East** for a distance of **147.11 feet** to the southeasterly corner of said Ward tract;

Thence continuing along said corporation line and the easterly line of said Ward tract and the easterly line of a 0.338 acre tract conveyed to Grove City Church of the Nazarene by Instrument Number 202403210027518, **North 03°54'57" East** for a distance of **250.07 feet** (passing the northeasterly corner of said Ward tract and the southeasterly corner of said 0.338 acre tract at 150.00 feet) to the **TRUE POINT OF BEGINNING** and containing **26.742± Acres**, of which 0.000 acres are within the right of way of Hoover Road.

The total length of the annexation perimeter is 4819.08± feet, of which 2788.18± feet is contiguous with existing City of Grove City corporation lines, resulting in 58% perimeter contiguity.

Bearings are based on the centerline of Hoover Road being North 03°58'11" East as referenced to the Ohio State Plane Coordinate System (South Zone), NAD 83, with the 2011 NSRS adjustment (Epoch 2010.0)

This description was prepared by David R. Himmelman, Ohio Professional Surveyor Number 8862, from an actual field survey performed in August 2023 and publicly available records. The above description is not valid for the transfer of real property and is not to be utilized in place of a boundary survey as defined by the OAC 4733-37.

Property Address: 4910 Hoover Road, Grove City, OH 43123

Franklin County Auditor Parcel No.: 160-000824 & 160-001395

David R. Himmelman

David R. Himmelman, P.S. 8862
Korda-Nemeth Engineering Inc.



6/9/25

Date

PRELIMINARY APPROVAL
ADAM W. FOWLER, P.E., P.S.

Insante
06/10/2025 10:06:45 AM
PENDING ORIGINALS
Submitted via digital format

Please return this approval, along with the original description and plat of survey, as prepared by the surveyor, signed, sealed, and dated in blue ink.

"Pending Originals for Final Approval"

RECEIVED

JUL 01 2025

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

**ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE**
ADAM W. FOWLER, P.E., P.S.
FRANKLIN COUNTY ENGINEER

BY: FDA DATE: 07/07/25

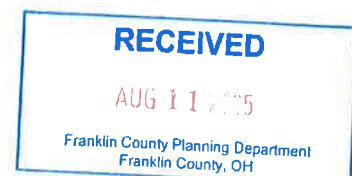
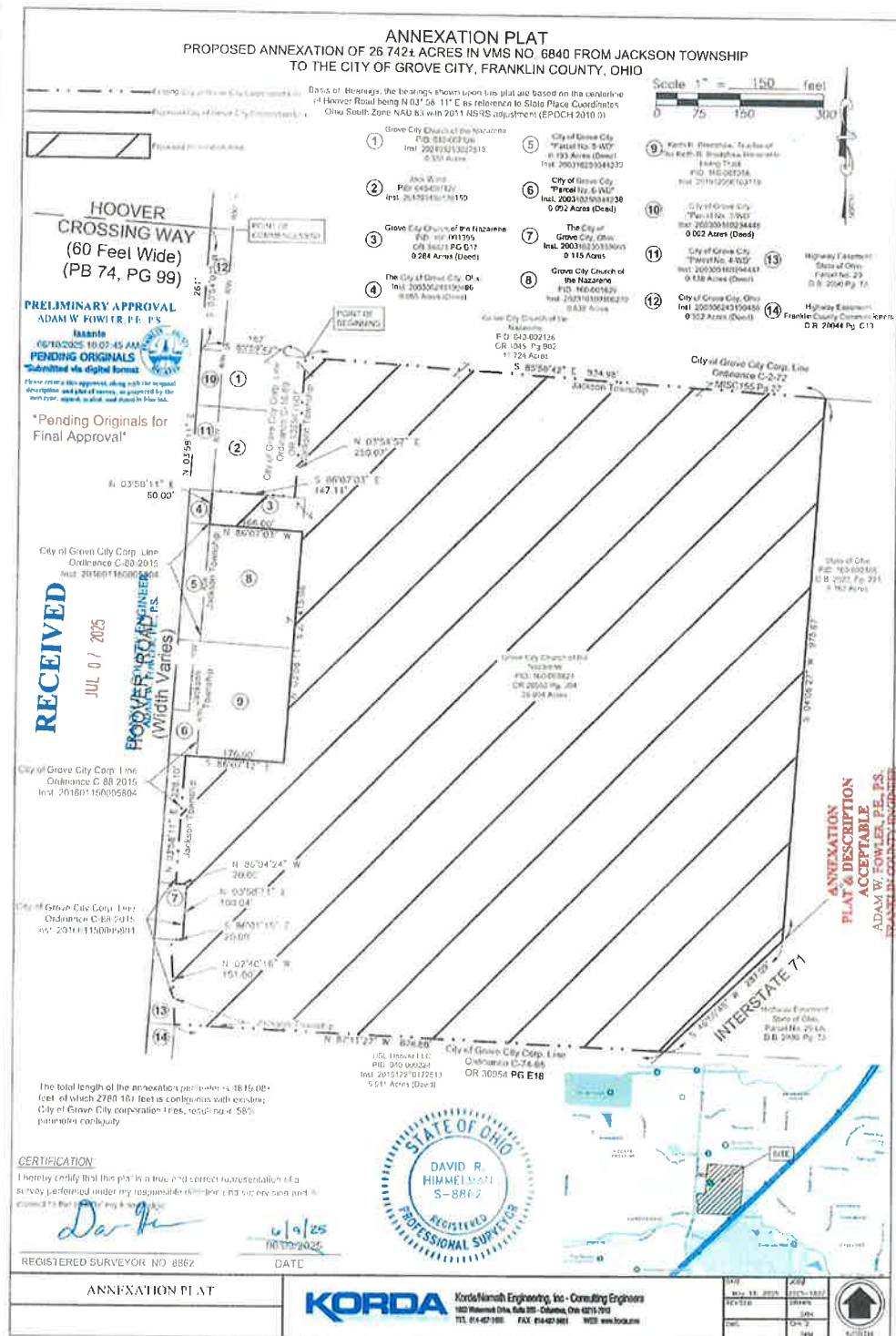


Exhibit B

C-48-25



Date: 12/08/25
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-53-25
1st Reading: 12/15/25
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-53-25

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR FORGE BIOLOGIC PARKING IMPROVEMENTS LOCATED AT 3900 GANTZ ROAD

WHEREAS, on December 02, 2025, the Planning Commission recommended approval of the Development Plan for the parking lot improvements for Forge Biologic located at 3900 Gantz Rd., with the following deviations and stipulations:

1. A deviation shall be granted from Section 1136-06(b) to reduce the required 10'0" parking and drive aisle setback to 5'0"; and
2. A deviation shall be granted from Section 1137.11 to allow gravel to be utilized for the construction staging area instead of asphalt or concrete; and
3. A deviation shall be granted from Section 1131.03(49) to reduce the required parking space area from 180 square feet to 162 square feet.

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

SECTION 1. This Council hereby approves the Development Plan for a warehouse for 4371 Broadway, contingent upon the deviations and stipulations set by Planning Commission.

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

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

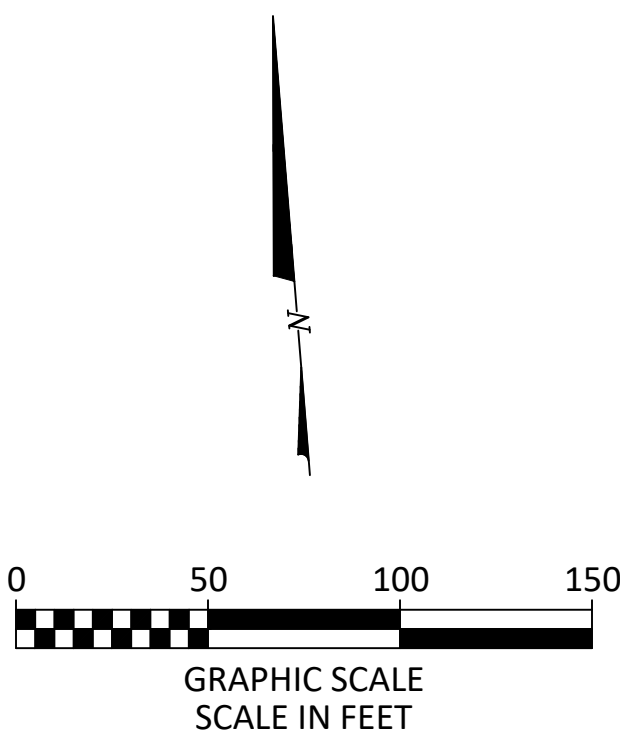
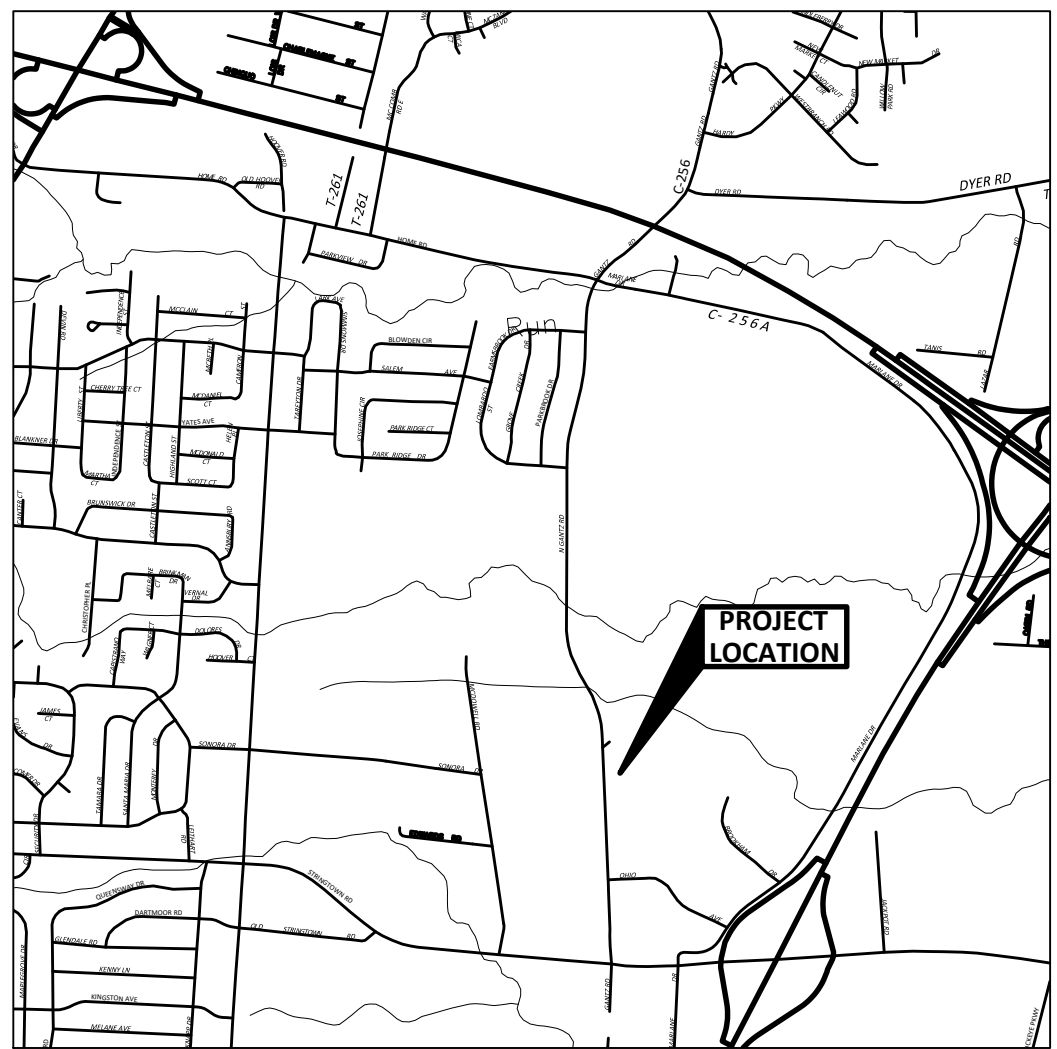
I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

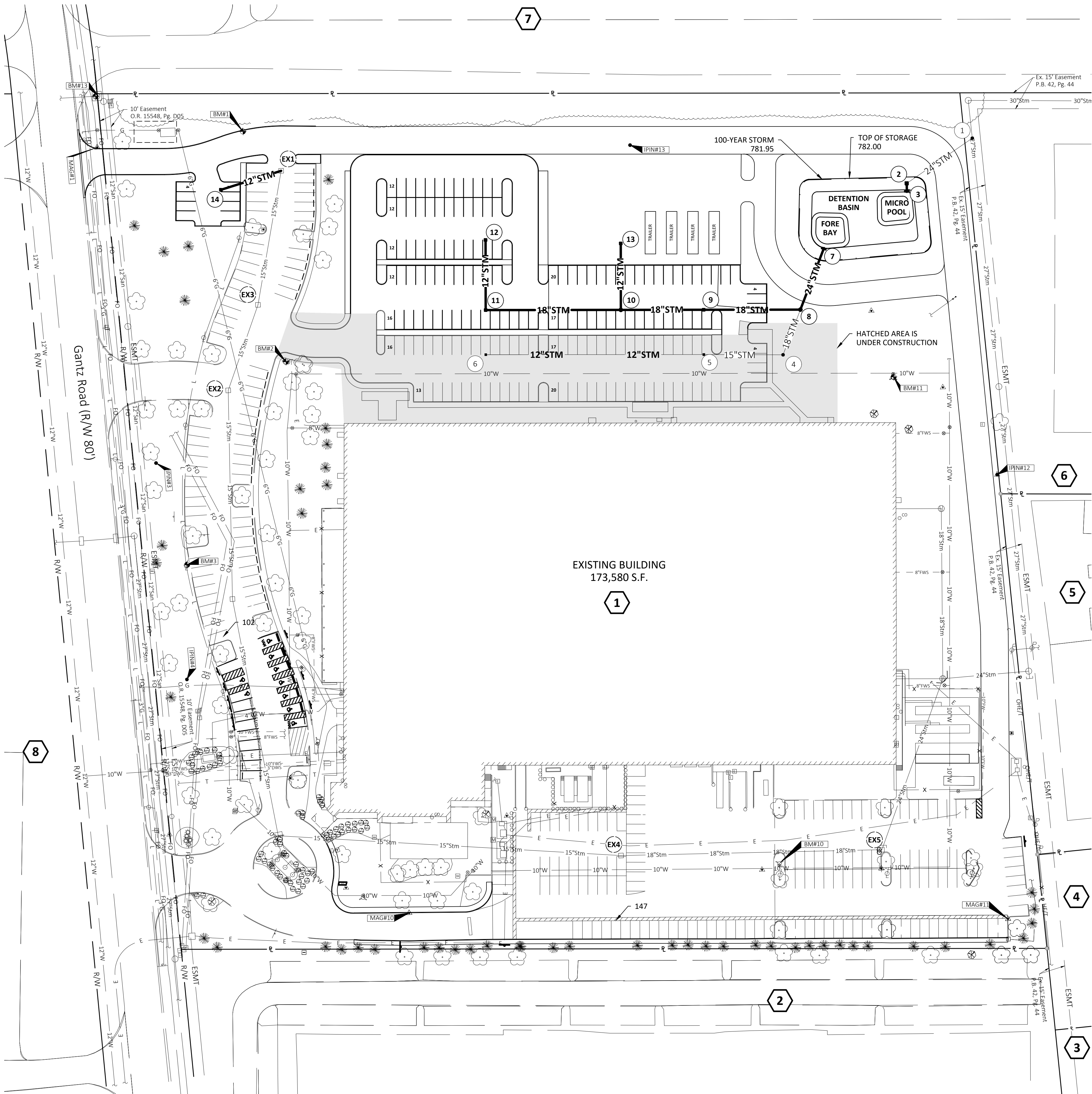
SHEET INDEX	
SHEET	DESCRIPTION
C0.1	TITLE SHEET
C0.2	GENERAL NOTES AND ESTIMATE OF QUANTITIES
TS1.1	TOPOGRAPHIC SURVEY
C1.0	DEMOLITION PLAN
C1.1	STAKING PLAN
C1.2	STAKING PLAN
C1.3	DETAILS
C2.1	GRADING & STORM SEWER PLAN
C2.2	GRADING & STORM SEWER PLAN
C2.3	STORMWATER DETAILS
C2.4	EROSION & SEDIMENT CONTROL PLAN
C2.5	EROSION & SEDIMENT CONTROL PLAN
ESK-20250929	ELECTRICAL PHOTOMETRIC PLAN NORTH PARKING LOT
L0.01	TREE INVENTORY PLAN
L1.01	LANDSCAPE PLAN
L1.02	LANDSCAPE DETAILS

GROVE CITY, FRANKLIN COUNTY, OHIO
SITE DEVELOPMENT PLAN
FOR
FORGE BIOLOGICS
SITE PARKING IMPROVEMENTS
3900 GANTZ ROAD
PID: 040-007564-00

Received By:
Grove City Development
11/24/25



PROPERTY OWNERS				
X	OWNER NAME	PARCEL	ADDRESS	ZONING CLASSIFICATION
1	3900 GANTZ ROAD LLC	040007564	3900 GANTZ ROAD	IND-2
2	OH I&L LL LLC	040004140	3901 GANTZ ROAD	IND-2
3	SPERO GERALD	040000888	3909 BROOKHAM DRIVE	IND-2
4	SPERO GERALD	040009092	BROOKHAM DRIVE	IND-2
5	BECKER POWDER COATINGS	040008989	3875 BROOKHAM DRIVE	IND-2
6	3827 BROOKHAM LLC	040004150	3827 BROOKHAM DRIVE	IND-2
7	DENALI OHIO BROOKHAM	040007212	3655 BROOKHAM DRIVE	IND-1
8	BCORE DENALI OH OWNER LLC	040009659	4001 GANTZ ROAD	IND-2



SITE DEVELOPMENT DATA

OWNER/DEVELOPER:
FORGE BIOLOGICS
3900 GANTZ ROAD
CONTACT: KEVIN KOSKI
EMAIL: KKOSKI@FORGEBIOLOGICS.COM

ARCHITECT:
CRB ARCHITECTS-ENGINEERS P.C.
721 EMERSON ROAD, SUITE 600
ST. LOUIS, MO 63141
CONTACT: VIRGINIA HARANG
P: 314-997-1515
F: 314-997-6117
EMAIL: VIRGINIA.HARANG@CRBGROUP.COM

ENGINEER:
KORDA/NEMETH ENGINEERING
1650 WATERMARK DRIVE #200
COLUMBUS, OH 43215
CONTACT: ERIC WALSH
P: 614-487-1650
EMAIL: ERIC.WALSH@KORDA.COM

LANDSCAPE ARCHITECT:
EDGE
330 W SPRINT ST #350
COLUMBUS, OH 43215
CONTACT: MEGAN NERICI
P: 614-486-3343
EMAIL: MNERICI@EDGEA.COM

SITE DATA TABLE	
FORGE BIOLOGICS SITE	
TOTAL SITE:	15.00 AC.
SITE "DISTURBED":	3.39 AC.
TOTAL SITE "DISTURBED"	4.50 AC.
(INCL. PREVIOUSLY SUBMITTED PLANS):	
PRE-DEVELOPMENT IMPERVIOUS (PRIOR	8.05 AC.
TO PREVIOUSLY SUBMITTED PLANS):	
TOTAL POST-DEVELOPMENT IMPERVIOUS:	10.64 AC.
EXISTING BUILDING AREA:	173,580 S.F.
CRITICAL STORM	5 YR

SITE PARKING
TOTAL PROPOSED PARKING SPACES (INCL. ADA): 424 Spaces
ADA PARKING SPACES (TOTAL/VAN): (9/2)

STANDARD DRAWINGS

THE STANDARD DRAWINGS LISTED ON THIS PLAN SHALL BE CONSIDERED A PART THEREOF.

C-GC-03	C-GC-428
C-GC-04	C-GC-578
C-GC-12	C-GC-59
C-GC-19	C-GC-71A
C-GC-20	C-GC-74
C-GC-24	C-GC-75A
C-GC-26	C-GC-77

SIGNATURE BLOCK

"CITY OF GROVE CITY" SIGNATURES ON THIS PLAN SIGNIFY ONLY CONCURRENCE WITH THE PURPOSE AND GENERAL LOCATION OF THE PROJECT. ALL TECHNICAL DETAILS REMAIN THE RESPONSIBILITY OF THE ARCHITECT/ENGINEER PREPARING THE PLANS.

CITY ADMINISTRATOR
CITY OF GROVE CITY, OHIO

DATE

DIRECTOR OF PUBLIC SERVICE
CITY OF GROVE CITY, OHIO

DATE

JACKSON TOWNSHIP FIRE DEPARTMENT
CITY OF GROVE CITY, OHIO

DATE

REVIEWER FOR THE CITY OF GROVE CITY

DATE

CONTROL POINTS				
No.	Northing	Easting	Elevation	Description
1	686949.153	1812462.920	790.14	Mag Nail set in Sidewalk
3	686649.637	1812502.069	791.16	5/8"x30" Iron Pin Set w/ Pink Cap
4	686444.744	1812520.010	792.40	5/8"x30" Iron Pin Set w/ Pink Cap
10	686213.947	1812716.864	787.48	Mag Nail set in Asphalt Road
11	686177.801	1813278.945	786.27	Mag Nail set in Asphalt Road
12	686595.839	1813291.452	783.77	5/8"x30" Iron Pin Set w/ Pink Cap
13	686924.173	1812963.455	793.48	5/8"x30" Iron Pin Set w/ Pink Cap

BENCHMARKS				
No.	Elevation	Northing	Easting	Description
1	790.74	686956.769	1812600.618	Mag Nail set on the Southerly Side of a Concrete Light Pole Base
2	789.87	686738.166	1812629.157	Chiseled "X" on the Easterly Flange Bolt of a Fire Hydrant
3	791.93	686552.416	1812526.130	Mag Nail set on the Easterly Side of a Concrete Light Pole Base
10	788.58	686241.562	1813067.208	Chiseled "X" on the Northeasterly Flange Bolt of a Fire Hydrant
11	788.56	686692.837	1813199.190	Chiseled "X" on the Easterly Flange Bolt of a Fire Hydrant
13	790.14	686597.165	1812463.918	Chiseled Triangle w/ Punch on the East Rim of an Ameritech Manhole Located on the East Side of Gantz Road

*Elevations are based on NAVD 1988 with the Source Benchmark being BM#13 from an EMHT survey Dated April 23, 2021.

INDEX MAP
1" = 50'



PREPARED BY:
KORDA
Korda/Nemeth Engineering, Inc. - Consulting Engineers
1650 Watermark Drive, Suite 200, Columbus, Ohio 43215-1000
Tel: 614-487-1650 • Fax: 614-487-1651 • Web: www.korda.com

THE UNDERSIGNED HEREBY CERTIFIES THAT THE SITE ZONING COMPLIANCE PLAN MEETS ALL THE REQUIREMENTS OF THE GENERAL DEVELOPMENT TEXT STANDARDS REFLECTED HEREON.

ERIC J. WALSH
E-80715
REGISTERED ENGINEER NO.

11/24/2025
DATE

CLIENT
FORGE BIOLOGICS
A member of Ajinomoto Bio-Pharma Services
3900 GANTZ ROAD
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER
CRB ARCHITECTS-ENGINEERS P.C.
CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-997-1515
FAX: 314-997-6117

PROJECT TITLE
FORGE BIOLOGICS SITE PARKING IMPROVEMENTS

REV	BY	DATE	DESCRIPTION

LICENSEE

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF FORGE BIOLOGICS.

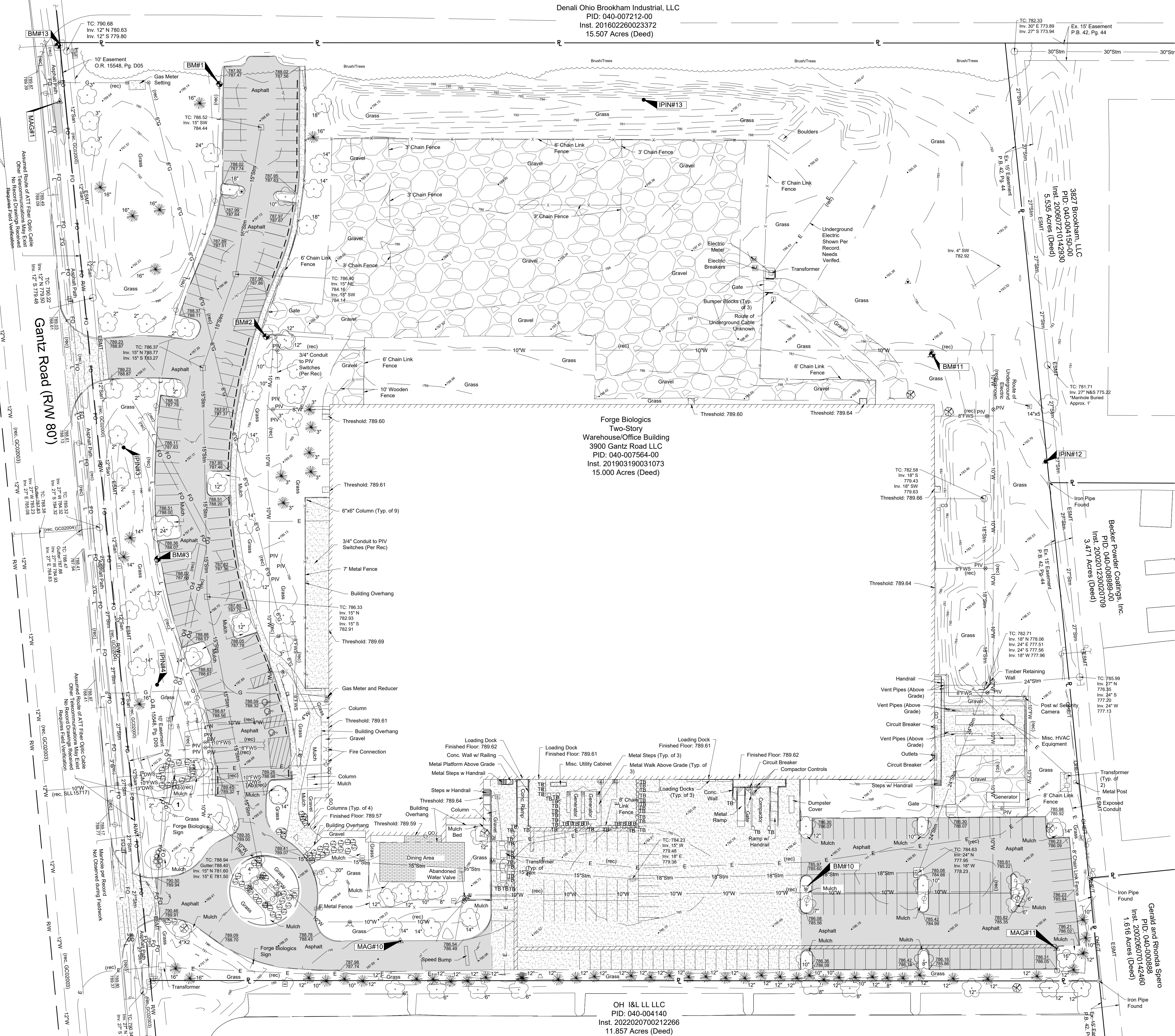
PROJ. NO.	DESIGNED BY:	SMS
SCALE:	CHECKED BY:	SMS
SHEET SIZE:	APPROVED BY:	SMS

DRAWING TITLE

TITLE SHEET

DRAWING NUMBER

C0.1



CONTROL POINTS				
No.	Northings	Eastings	Elevation	Description
1	686949.153	1812462.920	790.14	Mag Nail set in Sidewalk
3	686649.637	1812502.069	791.16	5/8"x30" Iron Pin Set w/ Pink Cap
4	686444.744	1812520.010	792.40	5/8"x30" Iron Pin Set w/ Pink Cap
10	686213.947	1812716.864	787.48	Mag Nail set in Asphalt Road
11	686177.801	1813278.945	786.27	Mag Nail set in Asphalt Road
12	686595.839	1813291.452	783.77	5/8"x30" Iron Pin Set w/ Pink Cap
13	686924.173	1812963.455	793.48	5/8"x30" Iron Pin Set w/ Pink Cap

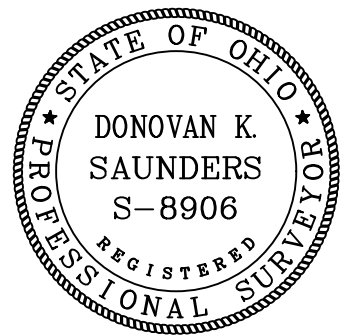
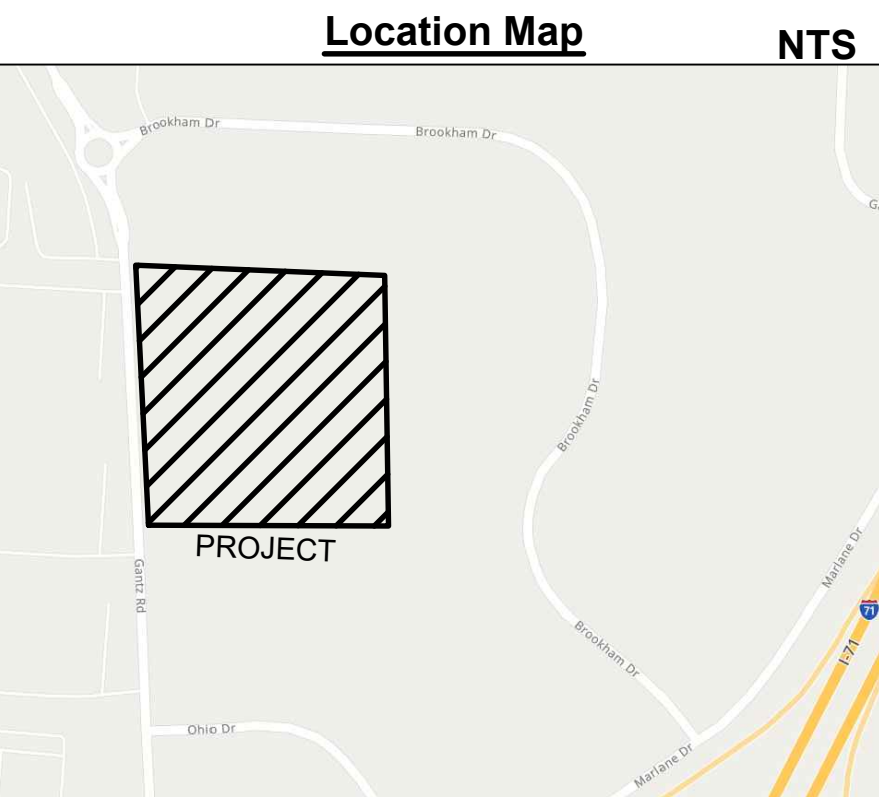
*The project is based on State Plane Coordinates Ohio South Zone NAD 83 with 2011 NSRS adjustment.

BENCHMARKS				
No.	Elevation	Northings	Eastings	Description
1	790.74	686956.769	1812600.618	Mag Nail Set on the Southerly Side of a Concrete Light Pole Base
2	789.87	686738.166	1812629.157	Chiseled "X" on the Easterly Flange Bolt of a Fire Hydrant
3	791.93	686652.416	1812526.130	Mag Nail Set on the Easterly Side of a Concrete Light Pole Base
10	788.58	686241.562	1813067.208	Chiseled "X" on the Northeasterly Flange Bolt of a Fire Hydrant
11	788.56	686692.837	1813199.190	Chiseled "X" on the Easterly Flange Bolt of a Fire Hydrant
13	790.14	686997.165	1812463.918	Chiseled Triangle w/ Punch on the East Rim of an Ameritech Manhole Located on the East Side of Gantz Road

*Elevations are based on NAVD 1988 with the Source Benchmark being BM#13 from an EMHT survey Dated April 23, 2021.

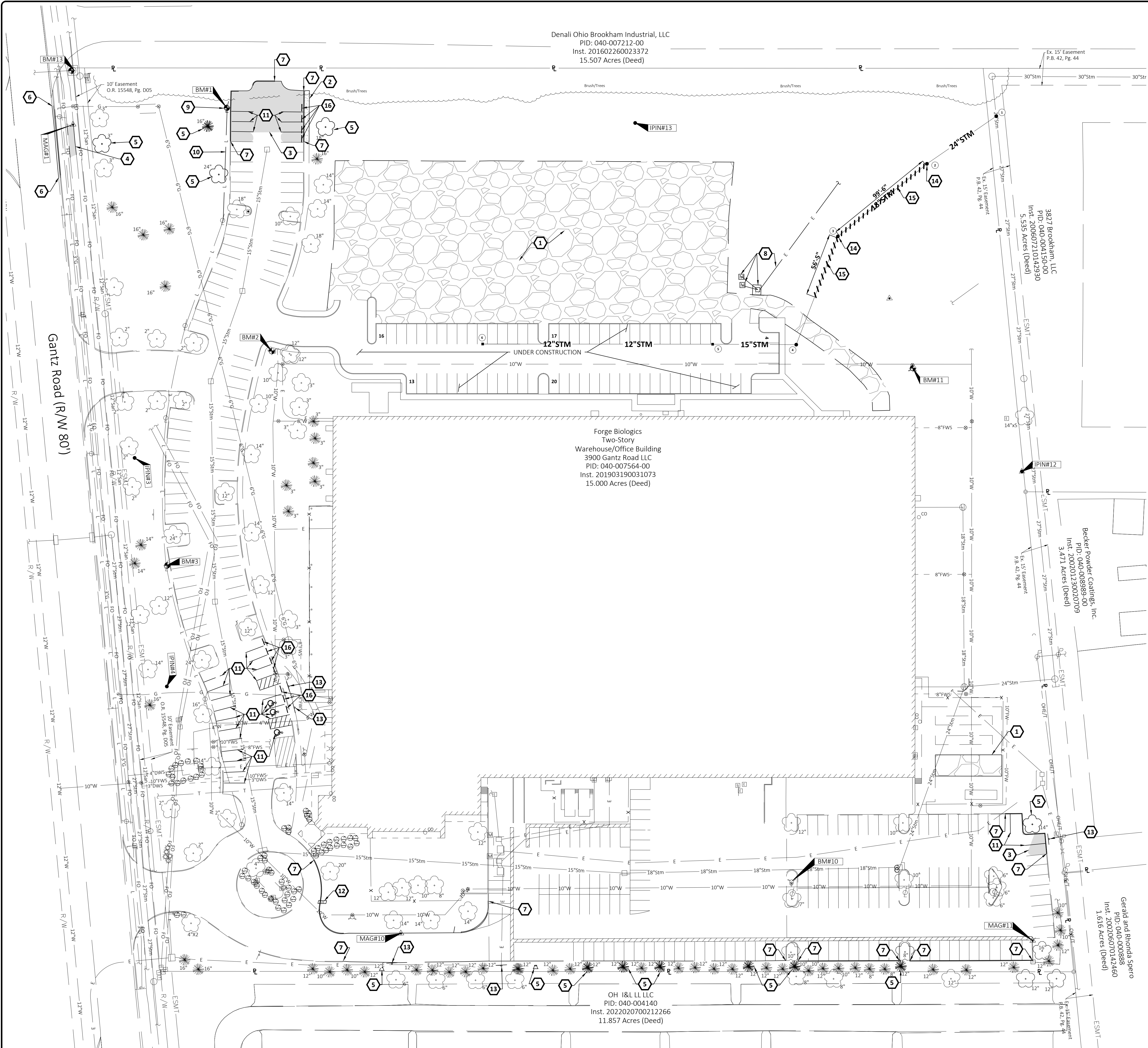
CODED NOTES:

1. Hot Box Enclosure and Backflow Preventer.



CERTIFICATION:
I hereby certify that this plat is a true and correct representation of a survey performed under my responsible direction and supervision and is correct to the best of my knowledge.
D. K. Saunders
REGISTERED SURVEYOR NO. 8906
06/04/25
DATE

TS1.1



DEMOLITION LEGEND

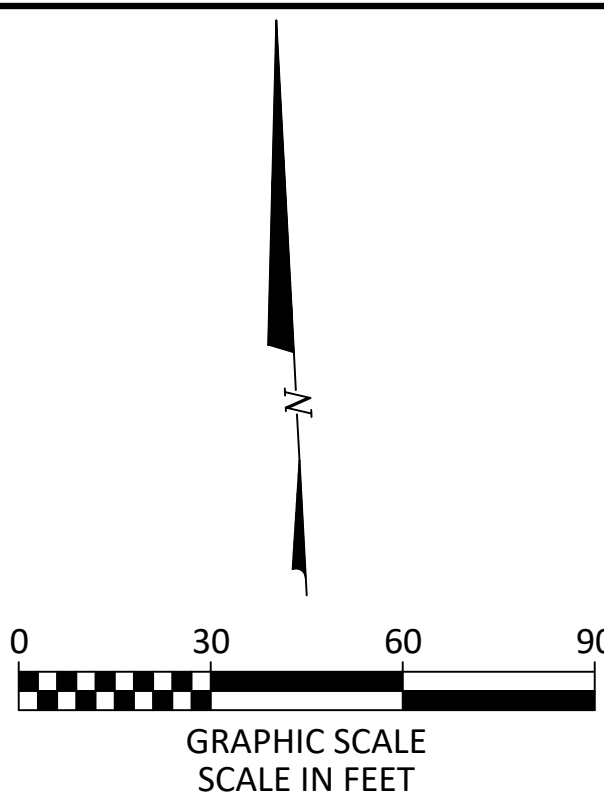
- Concrete Sidewalk Removed
- Gravel Pavement Removed
- Asphalt Removed
- Storm Line Removed

CODED NOTES:

- REMOVE GRAVEL PAVEMENT.
- REMOVE CONCRETE SIDEWALK.
- REMOVE ASPHALT PAVEMENT.
- REMOVE ASPHALT WALK.
- REMOVE TREE/STUMP.
- REMOVE CONCRETE CURB & GUTTER.
- REMOVE CONCRETE CURB.
- REMOVE MISC. ELECTRICAL ITEMS.
- REMOVE LIGHT POLE.
- REMOVE LIGHTING LINE.
- REMOVE STRIPING.
- REMOVE & RE-ERECT EXISTING MAILBOX.
- REMOVE & RE-ERECT EXISTING SIGN.
- REMOVE STORM MANHOLE.
- REMOVE 18\"/>

GENERAL NOTES:

- MAINTAIN PEDESTRIAN AND VEHICULAR ACCESS TO ADJACENT BUILDINGS AT ALL TIMES DURING CONSTRUCTION.
- EXISTING STORM SEWER, SANITARY SEWERS, AND WATERLINES SHALL BE PROTECTED AND REMAIN IN PLACE UNDISTURBED UNLESS SPECIFICALLY LISTED FOR ABANDONMENT AND/OR REMOVAL ON THE DEMOLITION PLAN.
- ADJUST ALL CASTINGS TO TOP OF FINISH GRADE.
- ANY EXISTING PAVEMENT DISTURBED BEYOND THE WORK SHOWN ON THE PLANS SHALL BE REPAIRED OR REPLACED IN ACCORDANCE WITH UTILITY ITEM 259 AND CITY OF COLUMBUS STANDARD DRAWING 1441 AT THE CONTRACTORS EXPENSE.
- DISPOSE OF CONSTRUCTION DEBRIS OFF-SITE IN ACCORDANCE WITH LOCAL CODES.
- REMOVE AND DISPOSE OF ON SITE FEATURES AS SHOWN ON THE PLAN.
- SAV-CUT EXISTING PAVEMENT AT LIMITS OF PAVEMENT REMOVAL TO FULL DEPTH USING CARE TO CUT NEAT, STRAIGHT LINES. CUT AT EXISTING JOINTS WHERE POSSIBLE.
- CONTRACTOR TO PROTECT EXISTING SITE FEATURES TO REMAIN OUTSIDE CONSTRUCTION LIMITS. REPAIR ANY DAMAGE TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST.
- CONTROL DUST AT THE SITE. PROVIDE STREET CLEANING WHEN NECESSARY, AND WHEN REQUESTED BY OWNER.
- GRADE SITE DURING CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE TO EXISTING AND/OR PROPOSED STORM WATER MANAGEMENT SYSTEMS.
- PERFORM WORK IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
- COORDINATE ALL R/W DEMOLITION WITH SITE DEMOLITION ON PROPERTY.
- ANY EXISTING STORM INLETS IMPACTED BY THE NEW CONSTRUCTION ACTIVITY WILL NEED THE APPROPRIATE INLET PROTECTION FOR SEDIMENT CONTROL.



CLIENT

FORGE
BIOLOGICS

A member of Ajinomoto Bio-Pharma Services
3900 GANTZ ROAD
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER

CRB

CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-697-1515
FAX: 314-997-6117

PROJECT TITLE

FORGE BIOLOGICS SITE
PARKING IMPROVEMENTS

REV	BY	DATE	DESCRIPTION

LICENSEE

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF FORGE BIOLOGICS.

PROJ. NO.	DESIGNED BY:	SMS
SCALE: NOT TO SCALE	CHECKED BY:	SMS
SHEET SIZE: 30x42	APPROVED BY:	SMS

DRAWING TITLE

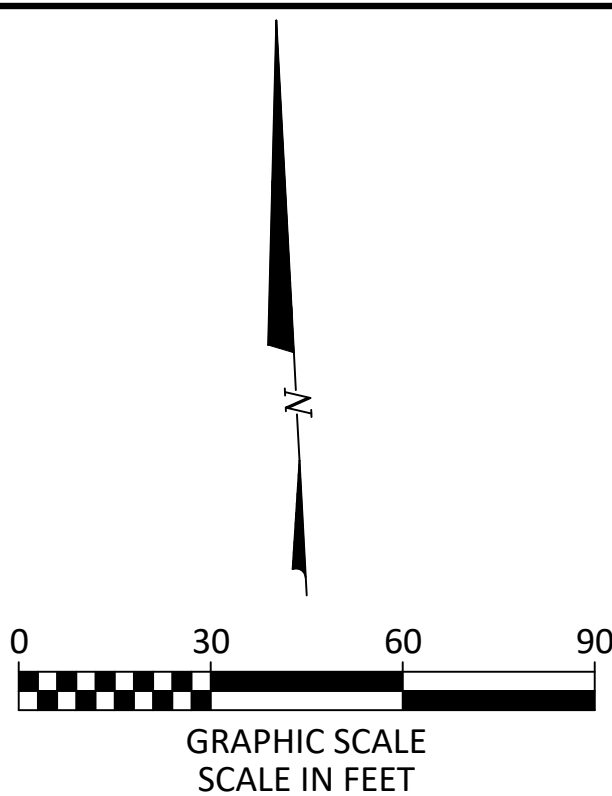
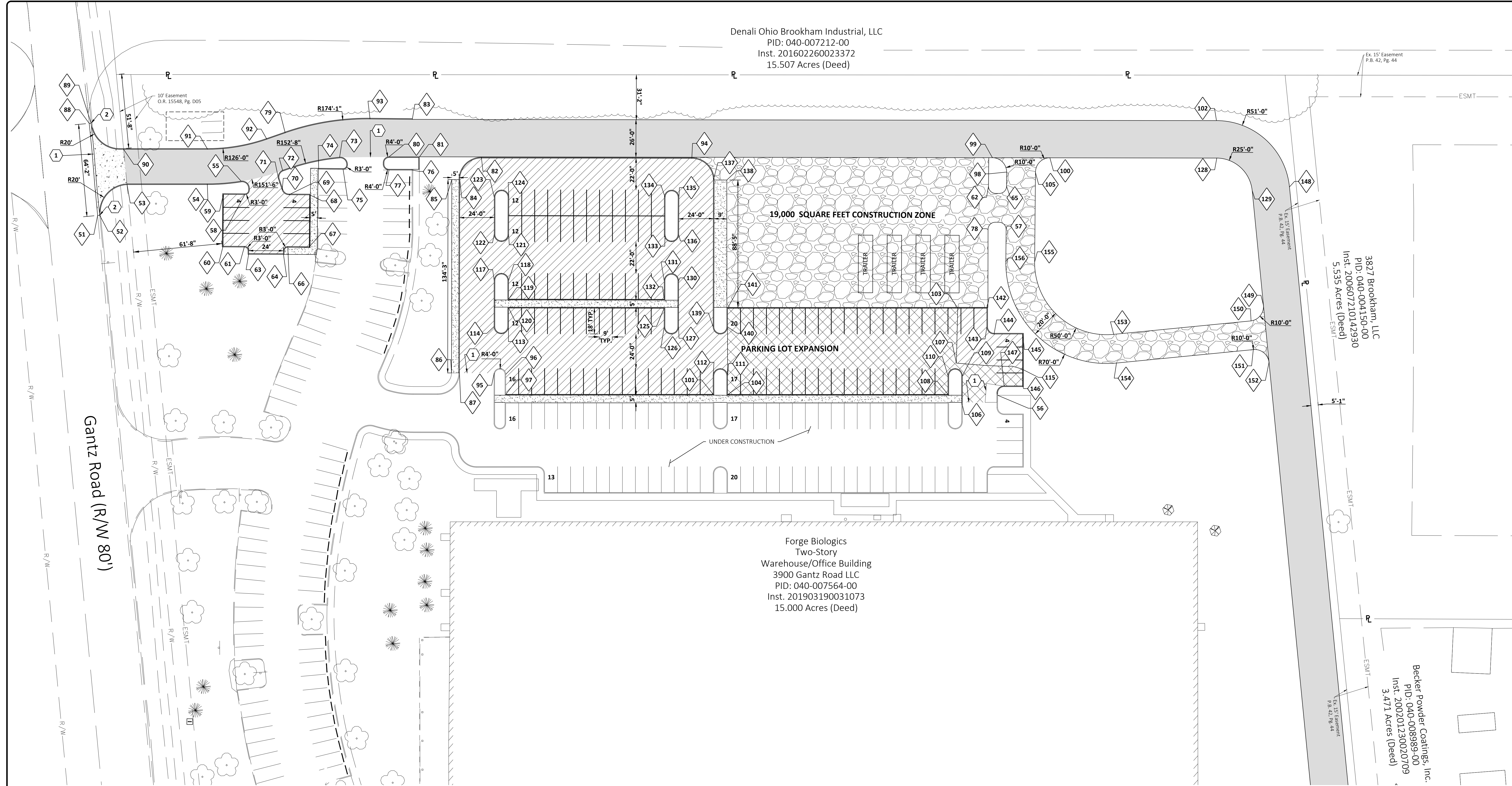
DEMOLITION PLAN

DRAWING NUMBER

C1.0

KORDA
KORDA-NEMETH ENGINEERING
1650 WATERMARK DRIVE
SUITE 200
COLUMBUS, OHIO 43215

DRAWN BY: EJW
DESIGNED BY: EJW
CHECKED BY:
PROJECT NUMBER: 2025-0415



STAKING LEGEND

EXISTING
REFER TO SHEET TS1.1

PROPOSED

- STRAIGHT CURB PER
DETAIL C/C1.3
- PAVEMENT
- WALK
- HEAVY DUTY ASPHALT
PER
DETAIL I/C1.3
- ASPHALT
PAVEMENT PER
DETAIL A/C1.3
- ASPHALT SURFACE
PAVEMENT PER
DETAIL B/C1.3
- CONCRETE SIDEWALK PER
DETAIL D/C1.3
- CONCRETE PAVEMENT PER
DETAIL H/C1.3
- GRAVEL PAVEMENT PER
DETAIL I/C1.3

CODED NOTES:

- SAW-CUT EXISTING PAVEMENT WITH NEAT, STRAIGHT LINES. MATCH EXISTING PAVEMENT GRADE AT THIS POINT.
- COMBINED CURB AND GUTTER PER C-GC-57B.

CLIENT
FORGE
BIOLOGICS
A member of Ajinomoto Bio-Pharma Services
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER
CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-997-1515
FAX: 314-997-6117

PROJECT TITLE
**FORGE BIOLOGICS SITE
PARKING IMPROVEMENTS**

REV	BY	DATE	DESCRIPTION

LICENSEE

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF FORGE BIOLOGICS.

PROJ. NO.	NOT TO SCALE	DESIGNED BY:	SMS
SHEET SIZE:	30x42	CHECKED BY:	SMS
		APPROVED BY:	SMS

DRAWING TITLE

STAKING PLAN

DRAWING NUMBER

C1.1

Coordinate Table		
	Northing	Easting
103	686806.91	1813040.37
107	686768.83	1813037.40
115	686761.98	1813083.17
56	686745.00	1813064.84
57	686859.62	1813076.79
62	686890.33	1813066.14
65	686889.57	1813078.67
98	686899.46	1813079.26
99	686909.89	1813069.90
100	686907.73	1813109.76
105	686898.03	1813099.21
102	686927.43	1813226.57
128	686901.45	1813225.44
129	686877.62	1813248.78
148	686878.79	1813274.75
149	686797.72	1813252.38
150	686787.31	1813243.24
151	686767.30	1813243.74
152	686757.86	1813254.17
153	686782.99	1813147.50

Coordinate Table		
	Northing	Easting
154	686763.01	1813148.40
155	686836.08	1813095.35
156	686837.33	1813075.39
95	686778.89	1812716.69
96	686777.50	1812724.66
97	686763.53	1812723.92
101	686755.45	1812868.15
104	686754.90	1812877.13
106	686741.36	1813039.63
108	686746.83	1813030.92
109	686759.79	1813041.15
110	686760.32	1813031.13
111	686768.34	1812878.34
112	686768.86	1812868.35
113	686810.49	1812728.28
114	686811.03	1812718.30
117	686843.08	1812720.04
118	686842.44	1812730.02
119	686829.46	1812729.31
120	686823.47	1812729.04

Coordinate Table		
	Northing	Easting
121	686874.37	1812731.75
122	686874.89	1812721.77
123	686900.71	1812723.17
124	686900.13	1812733.24
125	686817.59	1812836.90
126	686804.60	1812836.20
127	686804.05	1812846.18
130	686836.02	1812847.91
131	686836.57	1812837.93
132	686823.60	1812837.22
133	686868.60	1812840.16
134	686894.38	1812841.56
135	686893.86	1812851.13
136	686868.07	1812849.64
137	686904.64	1812875.67
138	686904.15	1812884.98
139	686802.83	1812870.14
140	686802.28	1812880.13
141	686815.29	1812880.84
142	686805.84	1813060.56

Coordinate Table		
	Northing	Easting
143	686792.85	1813059.88
144	686787.59	1813064.61
145	686786.53	1813084.46
146	686750.58	1813082.56
147	686751.26	1813069.68
51	686902.57	1812447.55
52	686902.62	1812448.98
53	686923.36	1812469.01
54	686920.47	1812524.72
55	686921.09	1812548.29
58	686911.71	1812550.34
59	686912.60	1812535.47
60	686876.66	1812533.36
61	686875.79	1812548.19
63	686870.61	1812550.90
64	686869.26	1812574.90
66	686874.07	1812578.20
67	686873.16	1812593.15
68	686909.09	1812595.33
69	686909.94	1812580.92

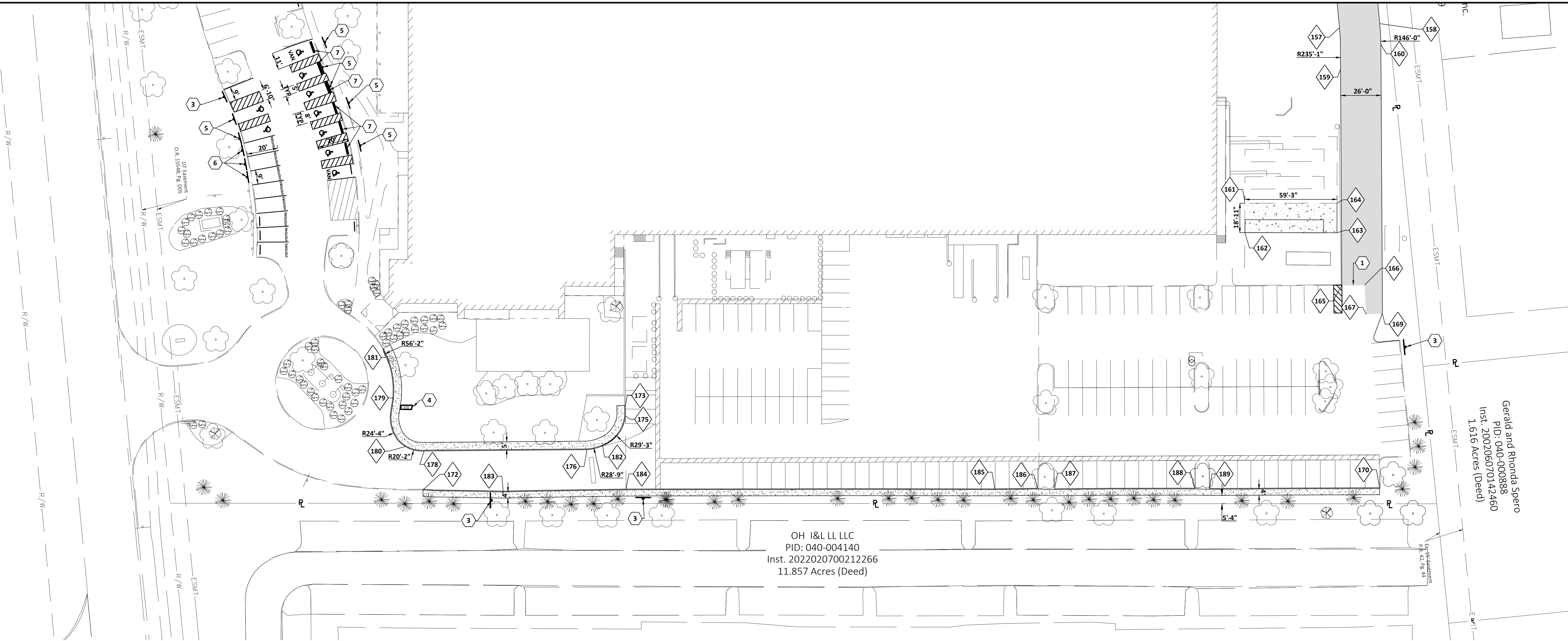
Coordinate Table		
	Northing	Easting
70	686913.58	1812576.40
71	686921.04	1812574.31
72	686927.09	1812577.42
73	686934.11	1812617.42
74	686926.68	1812602.47
75	686925.60	1812619.39
76	686922.58	1812667.01
77	686923.44	1812651.17
78	686860.35	1813064.26
79	686952.99	1812580.55
80	686932.55	1812651.65
81	686931.46	1812672.82
82	686928.85	1812715.68
83	686957.69	1812669.18
84	686914.18	1812699.86
85	686914.48	1812694.37
86	686780.45	1812687.09
87	686780.18	1812692.59
88	686966.72	1812445.10
89	686966.78	1812446.41

Coordinate Table		
	Northing	Easting
90	686947.47	1812467.96
91	686944.42	1812526.22
92	686949.25	1812567.62
93	686959.53	1812639.89
94	686920.43	1812861.51

GENERAL NOTES:

- DIMENSIONS AND COORDINATES ARE GIVEN TO FACE OF CURB AND FACE OF BUILDING UNLESS OTHERWISE NOTED.
- CURB AND SIDEWALK RADII SHALL BE 5'-0" UNLESS OTHERWISE NOTED.
- PROVIDE STRIPING AND SYMBOLS AS SHOWN PER ODOT ITEM 641 AND 642. PROVIDE STRIPING PAINT WITH GLASS BEADS. PROVIDE TYPE I OR TYPE IA PAINT IN ACCORDANCE WITH ODOT ITEM 642 DEPENDING ON TEMPERATURE CONDITIONS AT THE TIME OF APPLICATION. TYPICAL LINE WIDTH SHALL BE 4 INCHES, COLOR WHITE. PROVIDE TWO COATS.
- STANDARD PARKING STALL DIMENSIONS ARE 9'-0" IN WIDTH BY 18'-0" IN LENGTH UNLESS OTHERWISE NOTED.
- SAWCUT FULL DEPTH SIDEWALK AND PAVEMENT WHERE NEW WORK ABUTS EXISTING CONSTRUCTION. TAKE CARE TO PROVIDE NEAT STRAIGHT LINES. PROVIDE PAVEMENT SEALANT PER ODOT ITEM 451 AT JOINT BETWEEN EXISTING AND NEW ASPHALT. REMOVE CONCRETE TO NEAREST JOINT. PROVIDE 1/2" PREFORMED EXPANSION JOINT FILLER BETWEEN NEW AND EXISTING CONSTRUCTION.
- ANY PROPERTY PINS DAMAGED AS PART OF CONSTRUCTION SHALL BE RESET BY AN OHIO REGISTERED SURVEYOR.
- MAINTAIN PEDESTRIAN AND VEHICULAR ACCESS TO ADJACENT BUILDINGS AT ALL TIMES DURING CONSTRUCTION.
- REFER TO ARCHITECTURAL DRAWINGS FOR ALL SITE SIGNAGE NOT SHOWN ON THIS SHEET.
- BUILDING COORDINATES PROVIDED FOR BUILDING LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR BUILDING LAYOUT.
- PROVIDE CONTROL JOINTS PER DETAIL E/C1.3. PROVIDE ISOLATION JOINTS WHERE NEW CONCRETE ABUTS EXISTING STRUCTURES PER DETAIL F/C1.3 AND PER SPECIFICATIONS.

KORDA
KORDA: NEMETH ENGINEERING
1650 WATERMARK DRIVE
SUITE 200
COLUMBUS, OHIO 43215
DRAWN BY: EJW
DESIGNED BY: EJW
CHECKED BY:
PROJECT NUMBER: 2025-0415



OH I&L LL LLC
PID: 040-004140
Inst. 2022020700212266
11.857 Acres (Deed)

Gerald and Rhonda Spero
PID: 040-000888
Inst. 200206070142460
1.616 Acres (Deed)

STAKING LEGEND

EXISTING
REFER TO SHEET TS1.1

PROPOSED

- STRAIGHT CURB PER
DETAIL C/C1.3
- PAVEMENT
- WALK
- HEAVY DUTY ASPHALT
PAVEMENT PER
DETAIL J/C1.3
- ASPHALT
PAVEMENT PER
DETAIL A/C1.3
- ASPHALT SURFACE
PAVEMENT PER
DETAIL B/C1.3
- CONCRETE SIDEWALK
PER DETAIL D/C1.3
- CONCRETE PAVEMENT
PER DETAIL H/C1.3
- GRAVEL PAVEMENT PER
DETAIL I/C1.3

CODED NOTES:

- SAW-CUT EXISTING PAVEMENT WITH NEAT, STRAIGHT LINES. MATCH EXISTING PAVEMENT GRADE AT THIS POINT.
- RESET EXISTING SIGN PER EXISTING CONDITION.
- RESET EXISTING MAILBOX PER EXISTING CONDITION.
- ADA PARKING SIGNAGE, PER DETAIL K/C1.3
- "VISITOR PARKING" SIGN INSTALLED TO MATCH EXISTING SIGNS.
- CONCRETE PARKING BLOCK, PER DETAIL L/C1.3.

CLIENT
FORGE
BIOLOGICS
A member of Ajinomoto Bio-Pharma Services
3800 GANTZ ROAD
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER
CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-997-1515
FAX: 314-997-6117

PROJECT TITLE
**FORGE BIOLOGICS SITE
PARKING IMPROVEMENTS**

REV	BY	DATE	DESCRIPTION

LICENSEE

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF FORGE BIOLOGICS.

PROJ. NO. NOT TO SCALE
SCALE: 30x42
DESIGNED BY: SMS
CHECKED BY: SMS
APPROVED BY: SMS

DRAWING TITLE

STAKING PLAN

DRAWING NUMBER

C1.2

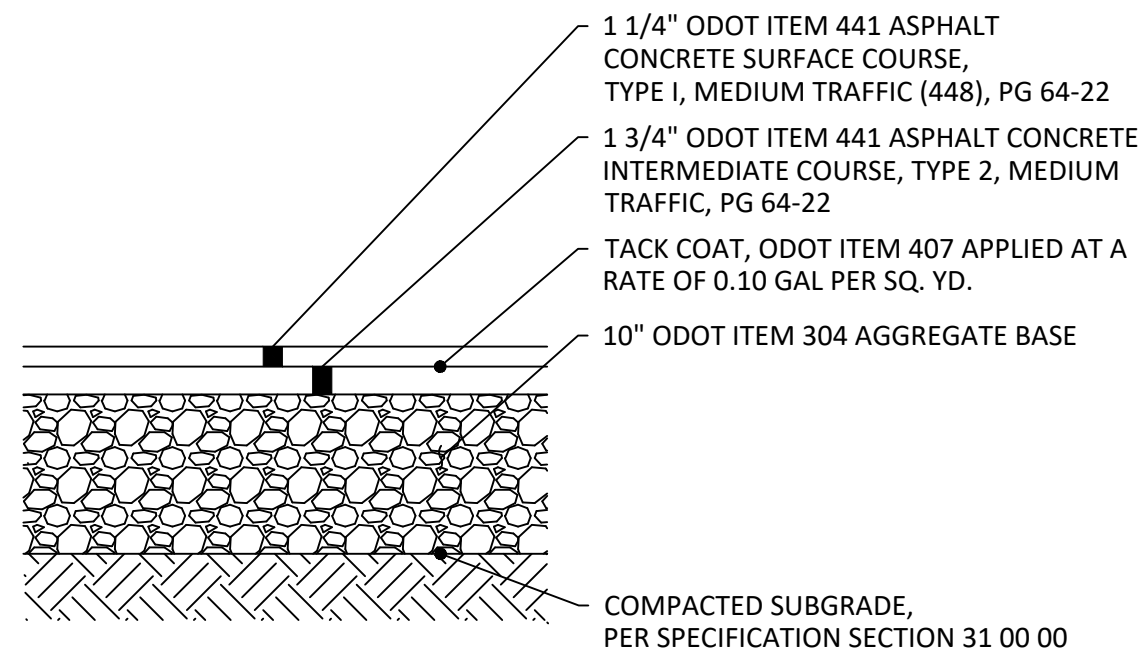
Coordinate Table		
	Northing	Easting
166	686291.21	1813275.16
167	686272.42	1813275.13
169	686272.43	1813285.41
170	686160.49	1813277.81
172	686191.41	1812663.64
173	686238.80	1812796.47
175	686232.01	1812796.16
176	686211.72	1812770.32
178	686216.41	1812665.70
179	686250.89	1812647.28
180	686219.92	1812653.76
181	686283.33	1812642.61
182	686213.72	1812780.44
183	686187.48	1812715.13
184	686185.12	1812794.03
185	686172.78	1813030.77
186	686171.75	1813058.25
187	686170.80	1813069.19
188	686166.49	1813159.25
189	686165.74	1813168.69

Coordinate Table		
	Northing	Easting
157	686457.40	1813267.69
158	686458.56	1813293.67
159	686430.64	1813266.95
160	686445.22	1813293.65
161	686347.75	1813200.98
162	686328.88	1813199.95
163	686325.67	1813259.12
164	686344.70	1813260.10
165	686291.84	1813260.49

GENERAL NOTES:

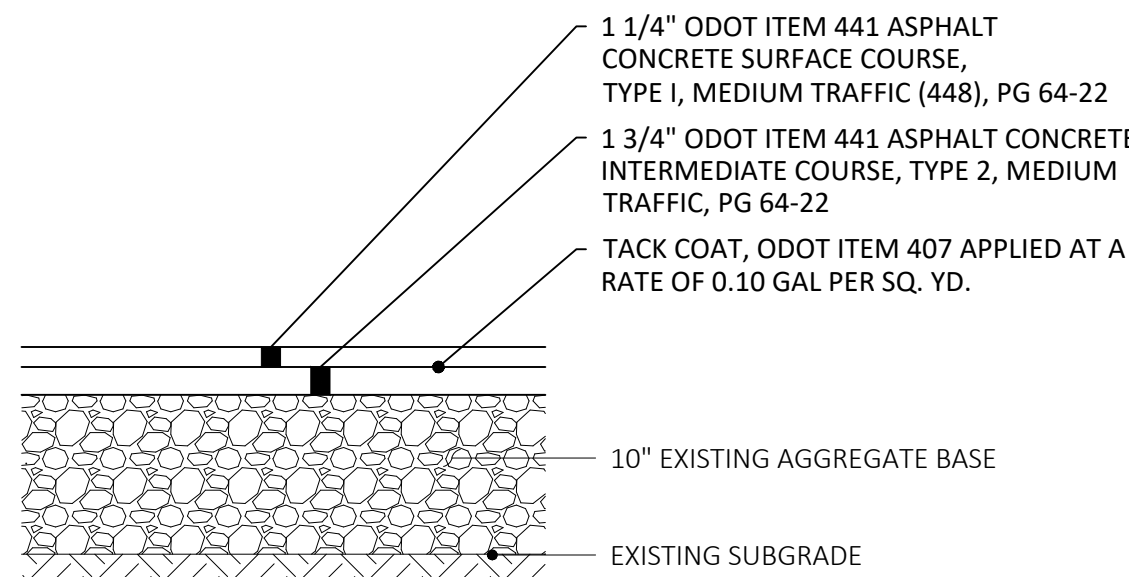
- DIMENSIONS AND COORDINATES ARE GIVEN TO FACE OF CURB AND FACE OF BUILDING UNLESS OTHERWISE NOTED.
- CURB AND SIDEWALK RADII SHALL BE 5'-0" UNLESS OTHERWISE NOTED.
- PROVIDE STRIPING AND SYMBOLS AS SHOWN PER ODOT ITEM 641 AND 642. PROVIDE STRIPING PAINT WITH GLASS BEADS. PROVIDE TYPE I OR TYPE IA PAINT IN ACCORDANCE WITH ODOT ITEM 642 DEPENDING ON TEMPERATURE CONDITIONS AT THE TIME OF APPLICATION. TYPICAL LINE WIDTH SHALL BE 4 INCHES, COLOR WHITE. PROVIDE TWO COATS.
- STANDARD PARKING STALL DIMENSIONS ARE 9'-0" IN WIDTH BY 18'-0" IN LENGTH UNLESS OTHERWISE NOTED.
- SAWCUT FULL DEPTH SIDEWALK AND PAVEMENT WHERE NEW WORK ABUTS EXISTING CONSTRUCTION. TAKE CARE TO PROVIDE NEAT STRAIGHT LINES. PROVIDE PAVEMENT SEALANT PER ODOT ITEM 451 AT JOINT BETWEEN EXISTING AND NEW ASPHALT. REMOVE CONCRETE TO NEAREST JOINT. PROVIDE 1/2" PREFORMED EXPANSION JOINT FILLER BETWEEN NEW AND EXISTING CONSTRUCTION.
- ANY PROPERTY PINS DAMAGED AS PART OF CONSTRUCTION SHALL BE RESET BY AN OHIO REGISTERED SURVEYOR.
- MAINTAIN PEDESTRIAN AND VEHICULAR ACCESS TO ADJACENT BUILDINGS AT ALL TIMES DURING CONSTRUCTION.
- REFER TO ARCHITECTURAL DRAWINGS FOR ALL SITE SIGNAGE NOT SHOWN ON THIS SHEET.
- BUILDING COORDINATES PROVIDED FOR BUILDING LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR BUILDING LAYOUT.
- PROVIDE CONTROL JOINTS PER DETAIL E/C1.3. PROVIDE ISOLATION JOINTS WHERE NEW CONCRETE ABUTS EXISTING STRUCTURES PER DETAIL F/C1.3 AND PER SPECIFICATIONS.

KORDA
KORDA NEMETH ENGINEERING
1650 WATERMARK DRIVE
SUITE 200
COLUMBUS, OHIO 43215
DRAWN BY: EIW
DESIGNED BY: EIW
CHECKED BY:
PROJECT NUMBER: 2025-0415



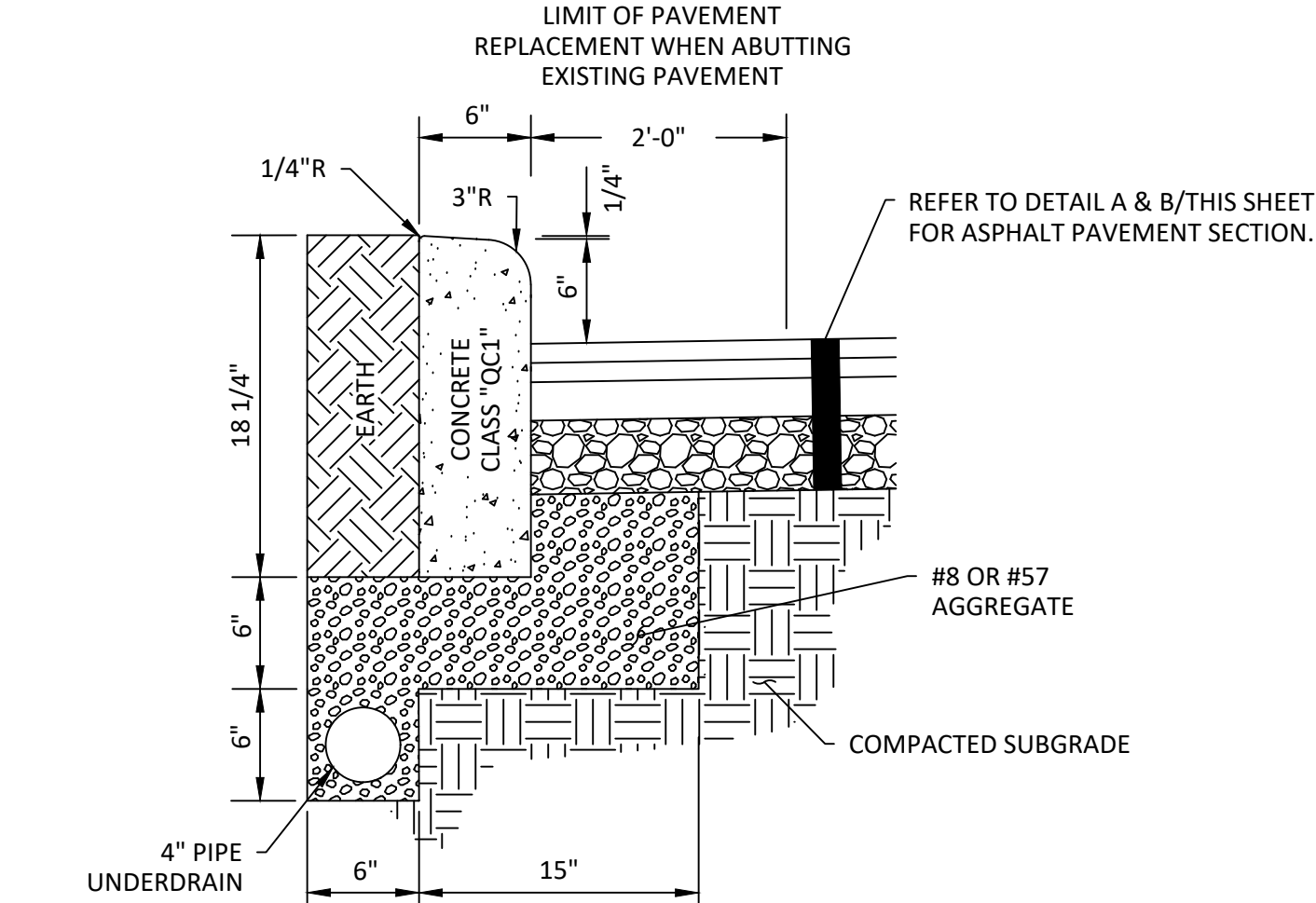
- NOTES:
1. COMPOSE HOT MIX ASPHALT MIXTURE WITH AGGREGATE AND ASPHALT BINDER MEETING ODOT REQUIREMENTS.
 2. SUBMIT AN APPROVED JOB MIX FORMULA INCLUDING MIX TYPE PROPOSED FOR USE, AGGREGATE SOURCE, TYPE, AND GRADATION, PERCENT OF ASPHALT BINDER, AND UNIT WEIGHT OF THE MIXTURE.
 3. OBTAIN JOB MIX FORMULA APPROVAL BY PROVIDING A PREVIOUSLY ODOT APPROVED FORMULA THE AGENCY PERFORMING THE TESTING MUST BE LEVEL III BITUMINOUS CONCRETE APPROVED BY ODOT.
 4. PROVIDE QUALITY ASSURANCE TESTING IN ACCORDANCE WITH ODOT ITEM 448 AND SUPPLEMENTAL SPECIFICATION 1055, THE AGENCY PERFORMING THE TESTING MUST HAVE A CURRENT LEVEL I BITUMINOUS CONCRETE APPROVAL FROM ODOT.
 5. PROVIDE COMPACTION RANGING FROM 90 TO 97.9% OF THE AVERAGE MAXIMUM SPECIFIC GRAVITY FOR SURFACE COURSE AND 90 TO 96.9% FOR INTERMEDIATE COURSE. REMOVE AND REPLACE MATERIAL PLACED OUTSIDE OF SAID RANGES. PROVIDE REPLACEMENT PAVEMENT AND QUALITY ASSURANCE TESTING AT NO ADDITIONAL COST TO THE OWNER.

A **DETAIL**
ASPHALT PAVEMENT **N.T.S.**



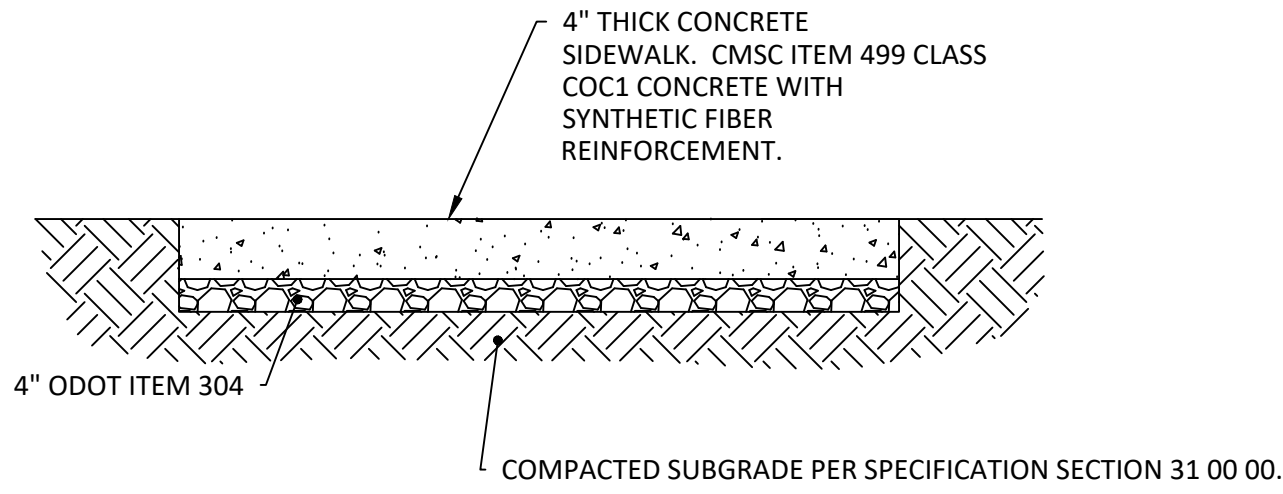
- NOTES:
1. COMPOSE HOT MIX ASPHALT MIXTURE WITH AGGREGATE AND ASPHALT BINDER MEETING ODOT REQUIREMENTS.
 2. SUBMIT AN APPROVED JOB MIX FORMULA INCLUDING MIX TYPE PROPOSED FOR USE, AGGREGATE SOURCE, TYPE, AND GRADATION, PERCENT OF ASPHALT BINDER, AND UNIT WEIGHT OF THE MIXTURE.
 3. OBTAIN JOB MIX FORMULA APPROVAL BY PROVIDING A PREVIOUSLY ODOT APPROVED FORMULA. THE AGENCY PERFORMING THE TESTING MUST BE LEVEL III BITUMINOUS CONCRETE APPROVED BY ODOT.
 4. THE AGENCY PERFORMING THE TESTING MUST HAVE A CURRENT LEVEL I BITUMINOUS CONCRETE APPROVAL FROM ODOT.
 5. PROVIDE COMPACTION RANGING FROM 90 TO 97.9% OF THE AVERAGE MAXIMUM SPECIFIC GRAVITY FOR SURFACE COURSE AND 90 TO 96.9% FOR INTERMEDIATE COURSE. REMOVE AND REPLACE MATERIAL PLACED OUTSIDE OF SAID RANGES. PROVIDE REPLACEMENT PAVEMENT AND QUALITY ASSURANCE TESTING AT NO ADDITIONAL COST TO THE OWNER.

B **DETAIL**
ASPHALT SURFACE PAVEMENT **N.T.S.**



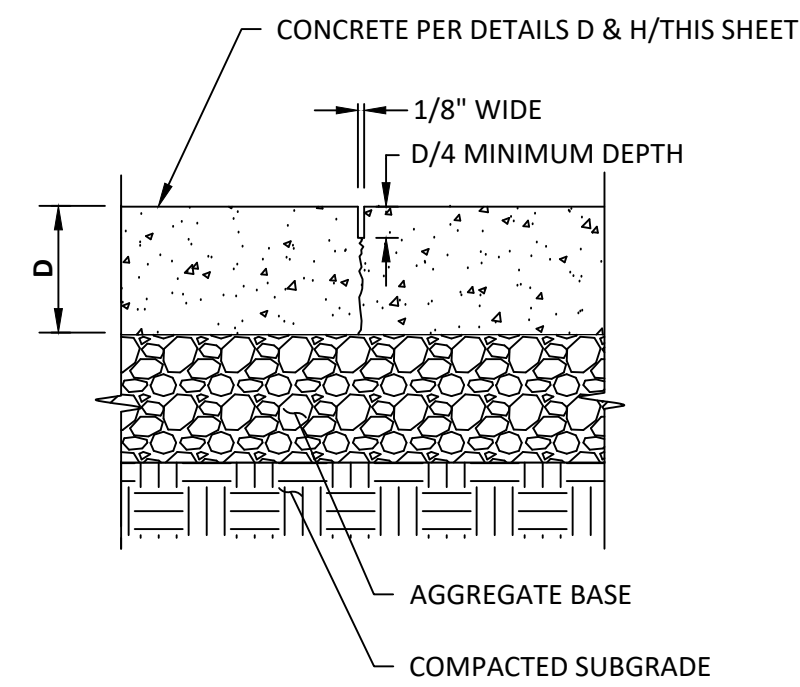
- NOTES:
1. ALL EXPOSED SURFACES OF CONCRETE CURB TO BE FLOATED AND BRUSH FINISHED, UNLESS PLACED BY A CURB MACHINE.
 2. PROVIDE JOINTS PER SPECIFICATION SECTION 32 13 00.

C **DETAIL**
STRAIGHT 18\"



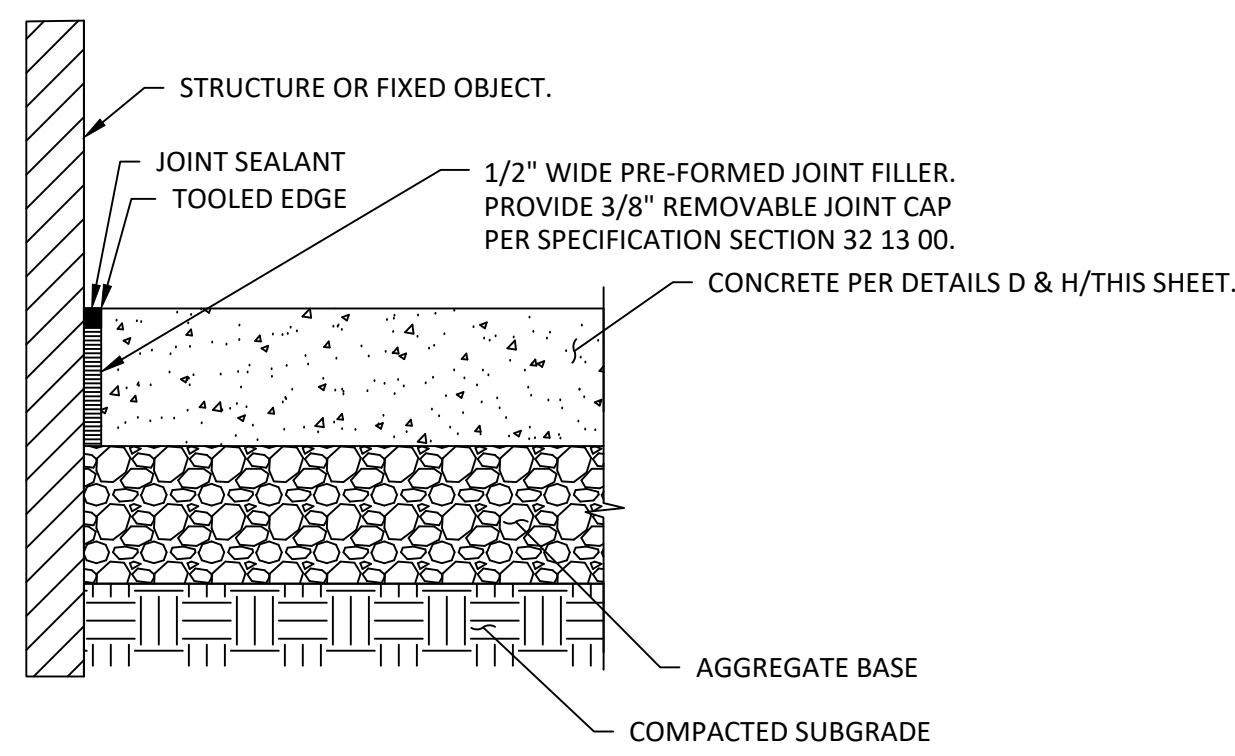
- NOTES:
- A. SYNTHETIC FIBER REINFORCEMENT: ASTM C1116-97 AND ASTM C1018-97. ACCEPTABLE PRODUCTS INCLUDE, BUT ARE NOT LIMITED TO:
1. NYCON NYLON FIBERS
 2. FORTA NYLO-MONO NYLON FIBERS
 3. FIBERMESH FIBERMIX STEALTH POLYPROPYLENE FIBERS
 4. GRACE POLYPROPYLENE FIBERS
- SYNTHETIC FIBER REINFORCEMENT SHALL BE USED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. DOSAGE RATE SHALL BE AS RECOMMENDED BY THE MANUFACTURER, BUT NOT LESS THAN 1 POUND PER CUBIC YARD.
- B. DISSIPATING CURING COMPOUND: COMPLY WITH ASTM C309-98A, TYPE 1, CLASS B (CLEAR), EXCEPT MOISTURE LOSS NOT TO EXCEED 0.40 KG/SQ. M. IN 72 HOURS. COMPOUND SHALL COMPLY WITH EPA'S VOC REQUIREMENTS. APPLY AT THE MANUFACTURER'S WRITTEN RECOMMENDED APPLICATION RATE. COMPLETELY REMOVE CURING COMPOUND PRIOR TO APPLICATION OF PENETRATING SEALER.
- C. PENETRATING SEALER: ACCEPTABLE PRODUCTS INCLUDE, BUT ARE NOT LIMITED TO:
1. L&M CONSTRUCTION CHEMICALS - AQUAPEL PLUS 40
 2. PROSOCO - SALTGUARD WB
 3. HULS AMERICA INC. - CHEM-TRETE BSM 40
 4. MASTER BUILDERS INC. - MASTERSEAL SL 40
 5. LYMTAL INTERNATIONAL - ISO-FLEX 618-50 WB
 6. BASF - ENVIROSEAL 40 OR HYDROZO SILANE 40
 7. TEX-COTE - RAINSTOPPER RS140

D **DETAIL**
CONCRETE SIDEWALK **N.T.S.**



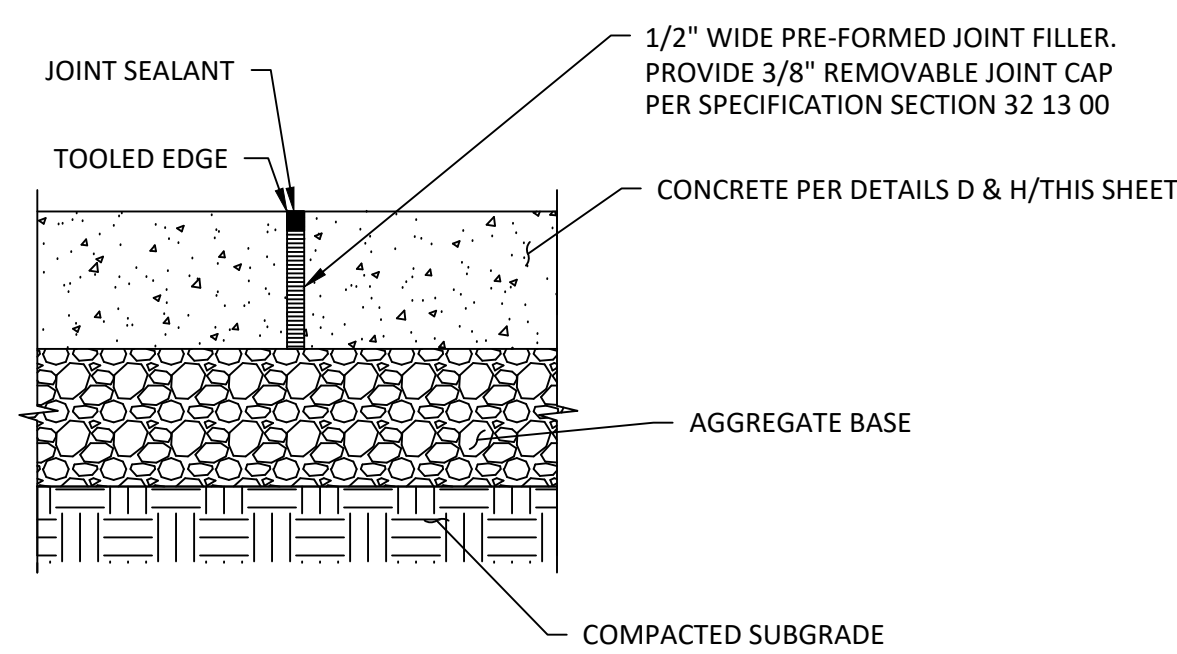
- NOTES:
1. PLACE CONTROL JOINTS WITHIN 8 HOURS OF CONCRETE PLACEMENT AND AT LOCATIONS INDICATED ON THE STAKING PLAN. IF JOINTS ARE NOT SHOWN ON STAKING PLAN, PROVIDE AT LOCATIONS INDICATED BELOW:
 - A. SPACING (IN FEET) SHALL BE BETWEEN 2 TO 2-1/2 TIMES SLAB THICKNESS (IN INCHES IN BOTH DIRECTIONS (I.E. 4" SLAB SHALL HAVE JOINT SPACING OF 8-10 FEET).
 - B. GRID OF CONTROL JOINTS SHALL BE APPROXIMATELY SQUARE WITH LONGEST SIDE TO BE NOT LONGER THAN 1.5 TIMES THE SHORTEST SIDE (I.E. 4 FOOT WIDE WALK SHALL HAVE JOINT SPACING AT 4-6 FEET).

E **DETAIL**
**SAW CUT CONCRETE CONTROL JOINT-
LONGITUDINAL OR TRANSVERSE** **N.T.S.**



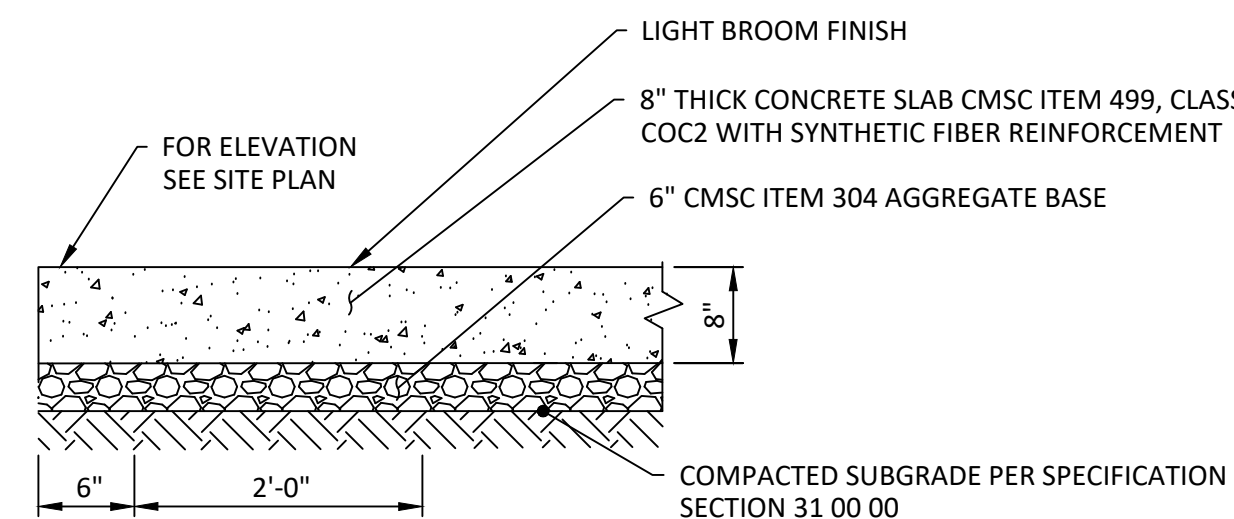
- NOTES:
1. PLACE ISOLATION JOINTS WHERE NEW CONCRETE SLAB ABUTS STRUCTURES OR FIXED OBJECTS INCLUDING: BUILDINGS, WALLS, COLUMNS, POLE BASES, CURBS, CATCH BASINS, EXISTING CONCRETE, OR AS NOTED ON THE STAKING PLAN.
 2. PROVIDE AT FORMED EDGE OF PREVIOUSLY POURED SLABS. SEAL JOINT WITH JOINT SEALANT, SEE SPECIFICATION SECTION 32 13 00.
 3. SUBMIT SAMPLE FOR COLOR APPROVAL. PRE-FORMED JOINT FILLER - NON-IMPREGNATED TYPE, CLOSED CELL RESILIENT POLYETHYLENE FOAM, 1/2" THICK UNLESS OTHERWISE NOTED, CERAMAR FLEXIBLE FOAM EXPANSION JOINT BY W.R. MEADOWS OR EQUAL MEETING THE REQUIREMENTS OF ASTM D 1752 SECTIONS 5.1 THROUGH 5.4. REFER TO SPECIFICATION SECTION 32 13 00.

F **DETAIL**
CONCRETE ISOLATION JOINT **N.T.S.**



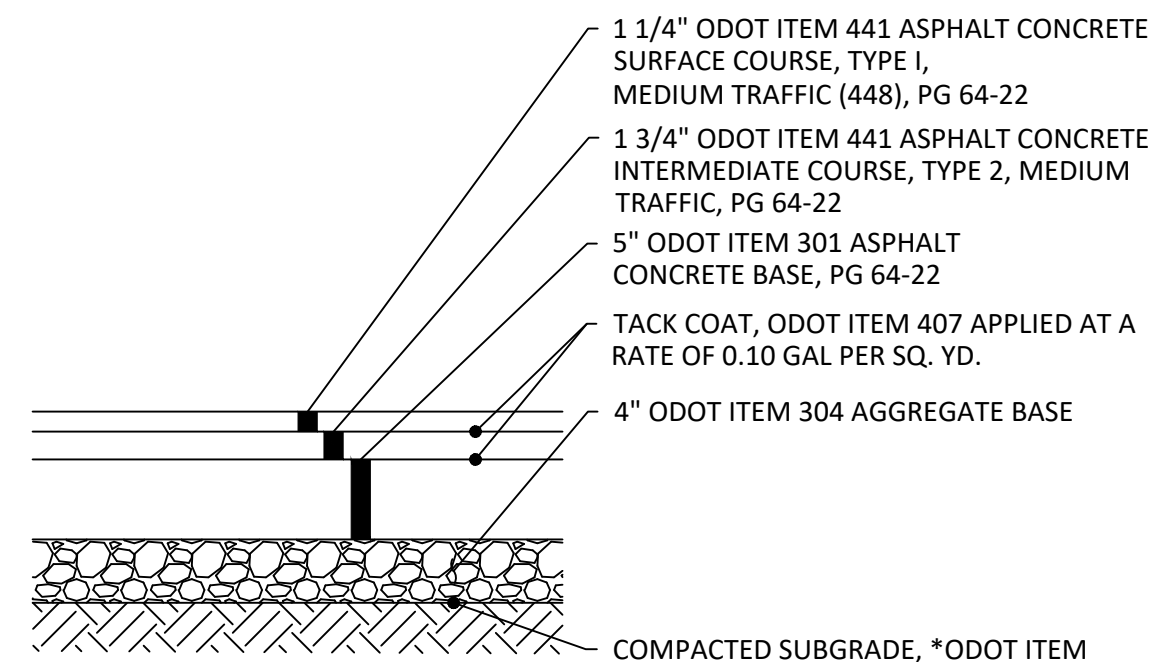
- NOTES:
1. PROVIDE WHEN SPECIFICALLY SHOWN ON THE DRAWINGS OR WHEN PLACING CONCRETE DURING TEMPERATURES LESS THAN 40°F. REFER TO SPECIFICATION SECTION 32 13 00 FOR LOCATION.
 2. SEAL JOINT WITH JOINT SEALANT, SEE SPECIFICATION SECTION 32 13 00.
 3. SUBMIT SAMPLE FOR COLOR APPROVAL. PRE-FORMED JOINT FILLER - NON-IMPREGNATED TYPE, CLOSED CELL RESILIENT POLYETHYLENE FOAM, 1/2" THICK UNLESS OTHERWISE NOTED, CERAMAR FLEXIBLE FOAM EXPANSION JOINT BY W.R. MEADOWS OR EQUAL MEETING THE REQUIREMENTS OF ASTM D 1752 SECTIONS 5.1 THROUGH 5.4. REFER TO SPECIFICATION SECTION 32 13 00.

G **DETAIL**
CONCRETE EXPANSION JOINT **N.T.S.**



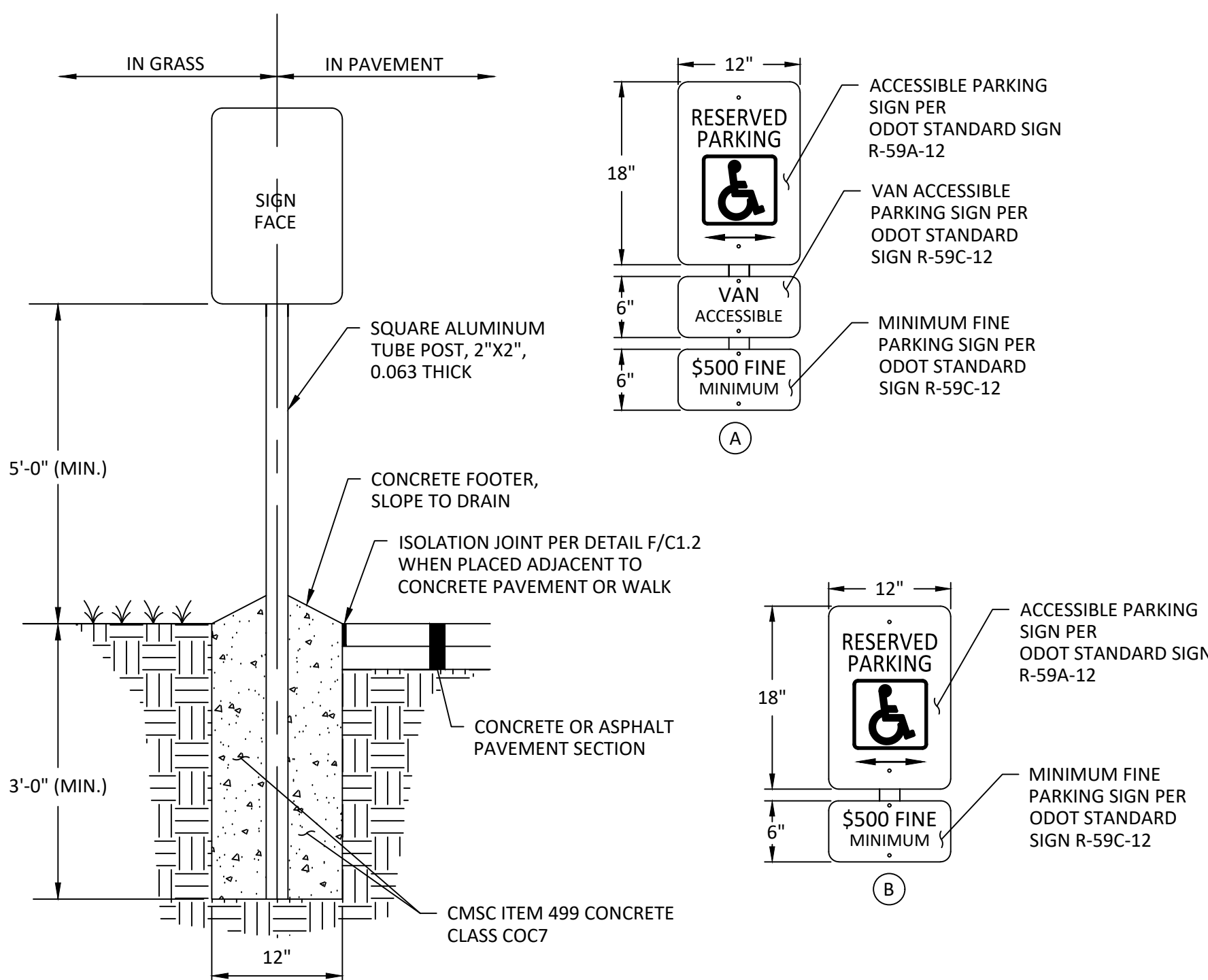
- NOTES:
1. PROVIDE JOINTS AS INDICATED ON DRAWINGS. IN ABSENCE OF INFORMATION ON THE DRAWINGS, LOCATE AS SPECIFIED IN SECTION 32 13 00.
 2. PROVIDE CONTROL AND ISOLATION JOINTS PER DETAILS E, F AND G, THIS SHEET.
 3. SYNTHETIC FIBER REINFORCEMENT: ASTM C1116/C1116M-10A(2015). ACCEPTABLE PRODUCTS OR APPROVED EQUAL:
 - A. NYCON RC OR PROCON-M POLYPROPYLENE FIBER NYLON FIBERS BY NYCON.
 - B. NYLO-MONO NYLON FIBERS OR MIGHTY-MONO POLYPROPYLENE FIBERS BY FORTA
 - C. FIBERMESH 150 POLYPROPYLENE FIBERS BY PROPEX.
 - D. SINTA F30 OR SINTA M2219 BY GCP APPLIED TECHNOLOGIES
 - E. PSI FIBERSTRAND 150 BY EUCLID.
 4. SYNTHETIC FIBER REINFORCEMENT SHALL BE USED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. DOSAGE RATE SHALL BE AS RECOMMENDED BY THE MANUFACTURER, BUT NOT LESS THAN 1 POUND PER CUBIC YARD.
 5. DISSIPATING CURING COMPOUND: COMPLY WITH ASTM C309-19, TYPE 1, CLASS B (CLEAR), EXCEPT MOISTURE LOSS NOT TO EXCEED 0.40 KG/SQ. M. IN 72 HOURS. COMPOUND SHALL COMPLY WITH EPA'S VOC REQUIREMENTS. APPLY AT THE MANUFACTURER'S WRITTEN RECOMMENDED APPLICATION RATE. COMPLETELY REMOVE CURING COMPOUND PRIOR TO APPLICATION OF PENETRATING SEALER.
 6. PENETRATING SEALER: ACCEPTABLE PRODUCTS OR APPROVED EQUAL:
 - A. L&M CONSTRUCTION CHEMICALS - AQUAPEL PLUS 40
 - B. PROSOCO - SALTGUARD WB
 - C. HULS AMERICA INC. - CHEM-TRETE BSM 40
 - D. MASTER BUILDERS INC. - MASTERSEAL SL 40
 - E. LYMTAL INTERNATIONAL - ISO-FLEX 618-50 WB
 - F. BASF - ENVIROSEAL 40 OR HYDROZO SILANE 40
 - G. TEX-COTE - RAINSTOPPER RS140
 7. IF CONCRETE INSTALLED OCTOBER-MARCH, WAIT UNTIL APRIL-SEPTEMBER TO APPLY PENETRATING SEALER. IF SCHEDULE DOES NOT ALLOW FOR APPLICATION OF SEALER, PROVIDE CREDIT FOR NON-PERFORMANCE.

H **DETAIL**
CONCRETE PAVEMENT **N.T.S.**



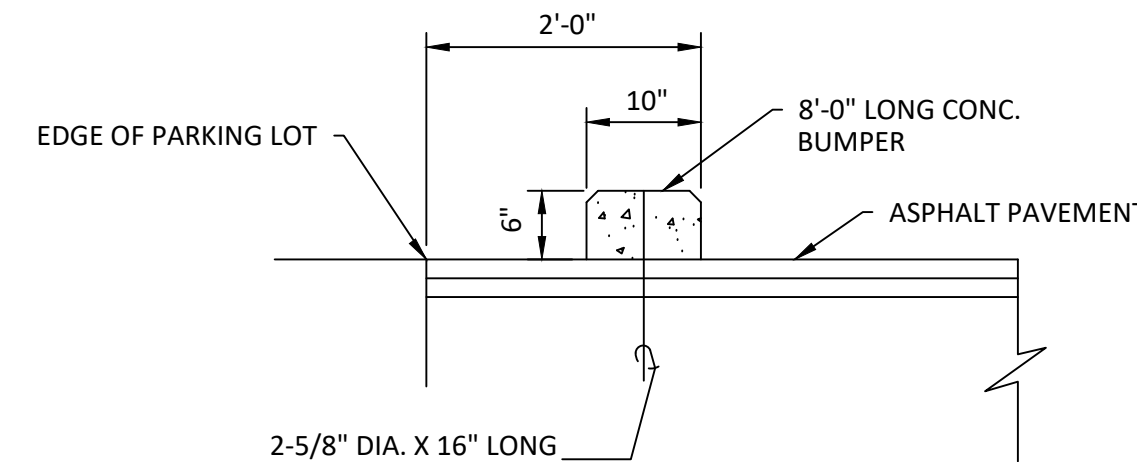
- NOTES:
1. COMPOSE HOT MIX ASPHALT MIXTURE WITH AGGREGATE AND ASPHALT BINDER MEETING ODOT REQUIREMENTS.
 2. SUBMIT AN APPROVED JOB MIX FORMULA INCLUDING MIX TYPE PROPOSED FOR USE, AGGREGATE SOURCE, TYPE, AND GRADATION, PERCENT OF ASPHALT BINDER, AND UNIT WEIGHT OF THE MIXTURE.
 3. OBTAIN JOB MIX FORMULA APPROVAL BY PROVIDING A PREVIOUSLY ODOT APPROVED FORMULA *OR PROVIDE THE OWNER'S TESTING AGENCY WITH A MIX FORMULA FOR TESTING AND APPROVAL* *OR CONTRACT AN INDEPENDENT TESTING AGENCY TO PROVIDE TESTING AND WRITTEN APPROVAL OF THE FORMULA. THE AGENCY PERFORMING THE TESTING MUST BE LEVEL III BITUMINOUS CONCRETE APPROVED BY ODOT.*
 4. *THE OWNER'S TESTING AGENCY WILL* PROVIDE QUALITY ASSURANCE TESTING IN ACCORDANCE WITH ODOT ITEM 448 AND SUPPLEMENTAL SPECIFICATION 1055, *EXCEPT THAT AN INDEPENDENT TESTING LABORATORY WILL PERFORM THE TESTING AND REPORT DATA TO THE OWNER'S REPRESENTATIVE. THE AGENCY PERFORMING THE TESTING MUST HAVE A CURRENT LEVEL I BITUMINOUS CONCRETE APPROVAL FROM ODOT.*
 5. PROVIDE COMPACTION RANGING FROM 90 TO 97.9% OF THE AVERAGE MAXIMUM SPECIFIC GRAVITY FOR SURFACE COURSE AND 90 TO 96.9% FOR INTERMEDIATE COURSE. REMOVE AND REPLACE MATERIAL PLACED OUTSIDE OF SAID RANGES. PROVIDE REPLACEMENT PAVEMENT AND QUALITY ASSURANCE TESTING AT NO ADDITIONAL COST TO THE OWNER.

I **DETAIL**
GRAVEL PAVEMENT **N.T.S.**

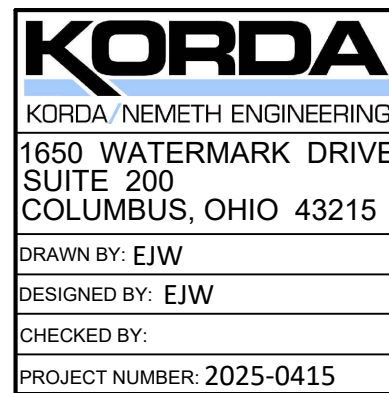


- NOTES:
1. PROVIDE SIGN IN ACCORDANCE WITH CMSC ITEM 630.
 2. PROVIDE 0.063 THICK, FLAT ALUMINUM SIGN PANELS.
 3. PROVIDE REFLECTIVE FINISH ON SIGN.
 4. PROVIDE PERMANENT WEATHERPROOF ALUMINUM CAP ON POST TOP.
 5. PROVIDE "VAN ACCESSIBLE" SIGN WHERE NOTED ON DRAWINGS.
 6. ATTACH SIGNS WITH UNISTRUT UNIVERSAL DRIVE RIVET OR APPROVED EQUAL.
 7. ACCESSIBLE SIGNAGE TO BE AS SHOWN UNLESS OTHERWISE SPECIFIED BY LOCAL CODE.

K **DETAIL**
PARKING SIGNS **N.T.S.**



L **DETAIL**
BUMPER BLOCK **N.T.S.**



CLIENT

FORGE
BIOLOGICS

A member of Ajinomoto Bio-Pharma Services
3900 GANTZ ROAD
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER

CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-997-1515
FAX: 314-997-6117

PROJECT TITLE

**FORGE BIOLOGICS SITE
PARKING IMPROVEMENTS**

REV	BY	DATE	DESCRIPTION

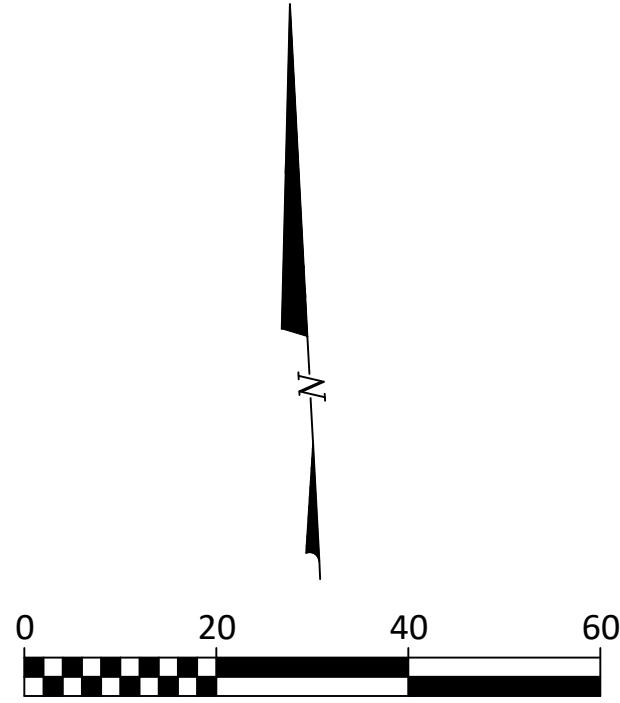
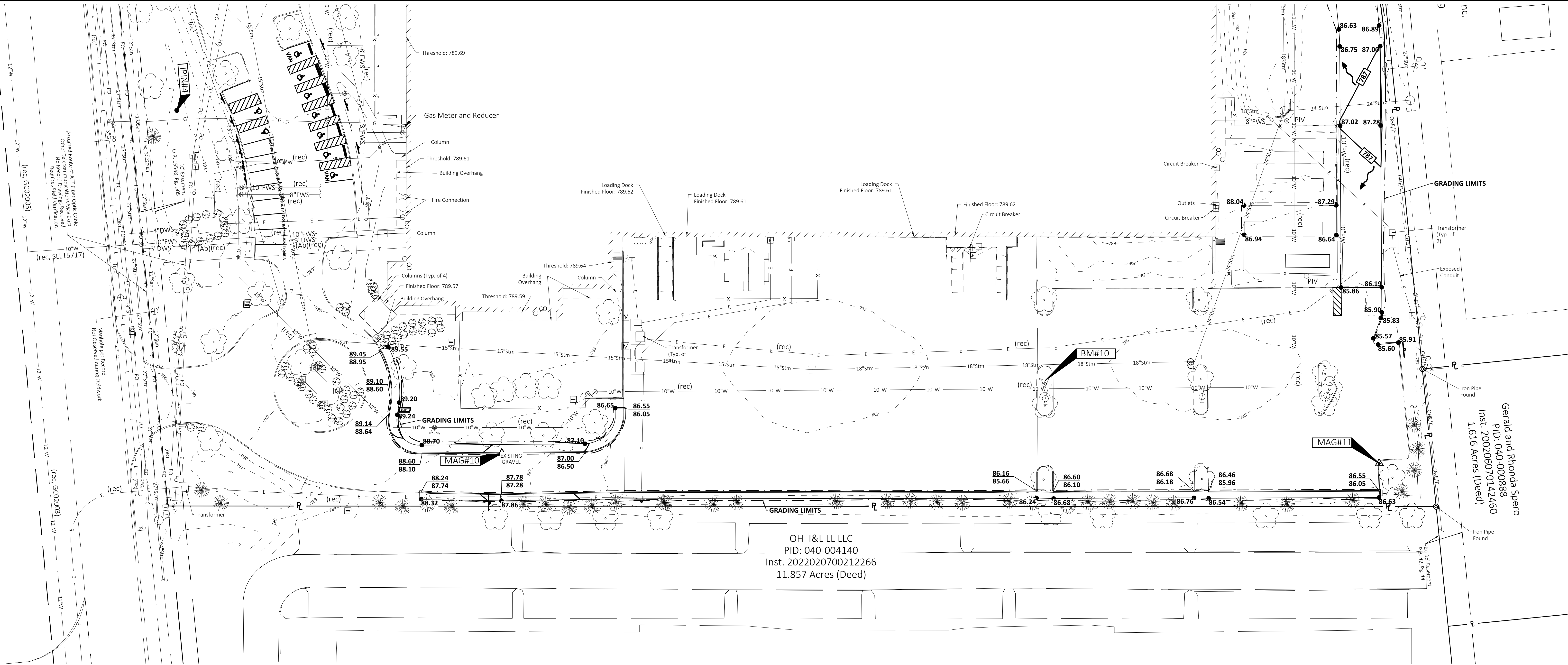
PROJ. NO.	DESIGNED BY: SMS
SCALE: NOT TO SCALE	CHECKED BY: SMS
SHEET SIZE: 30x42	APPROVED BY: SMS

DRAWING TITLE

DETAILS

DRAWING NUMBER

C1.3



GRADING LEGEND

EXISTING
REFER TO SHEET TS1.1

PROPOSED

- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- BUILDING/WALL
- STORM SEWER
- CATCH BASIN PER STD. DWG. C-GC-04
- MANHOLE PER STD. DWG. C-GC-03
- HEADWALL PER STD. DWG. C-GC-24
- STRUCTURE NUMBER
- GRADING/SEEDING LIMITS
- SPOT ELEVATION (TRUNCATED FOR CLARITY, ADD 700)
- TOP OF CASTING
- TOP OF CURB ELEVATION (TRUNCATED FOR CLARITY, ADD 700. BOTH NUMBERS BEING EQUAL INDICATES THE CURB IS FLUSH WITH PAVEMENT)
- FLOW DIRECTION ARROW
- EMERGENCY OVERFLOW

CLIENT

FORGE BIOLOGICS
A member of Alimodato Bio-Pharma Services
3800 GANTZ ROAD
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER

CRB
CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-997-1515
FAX: 314-997-6117

PROJECT TITLE

**FORGE BIOLOGICS SITE
PARKING IMPROVEMENTS**

REV	BY	DATE	DESCRIPTION

LICENSEE

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF FORGE BIOLOGICS.

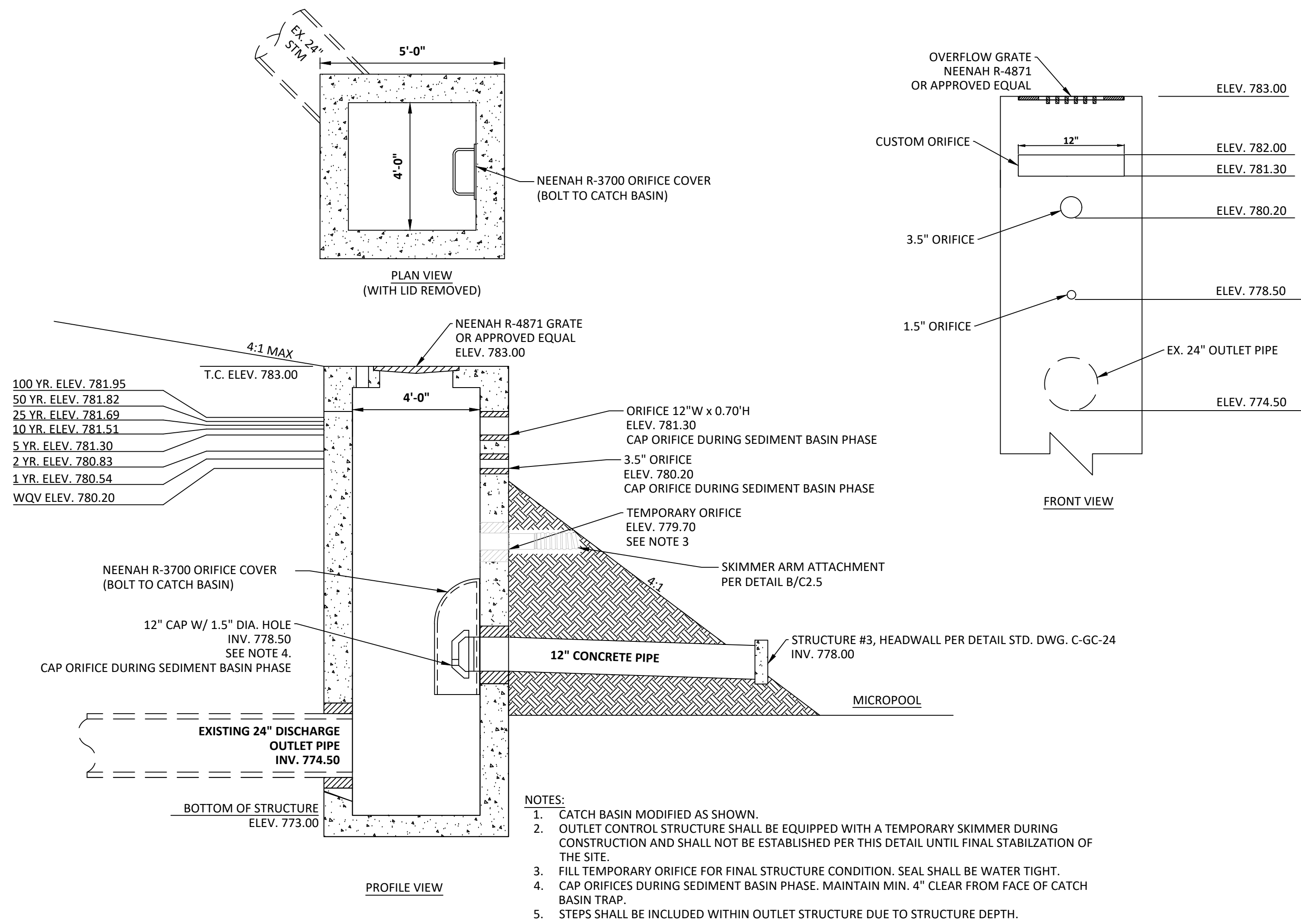
PROJ. NO.	DESIGNED BY:	SMS
SCALE: NOT TO SCALE	CHECKED BY:	SMS
SHEET SIZE: 30x42	APPROVED BY:	SMS

DRAWING TITLE

GRADING & STORM SEWER PLAN

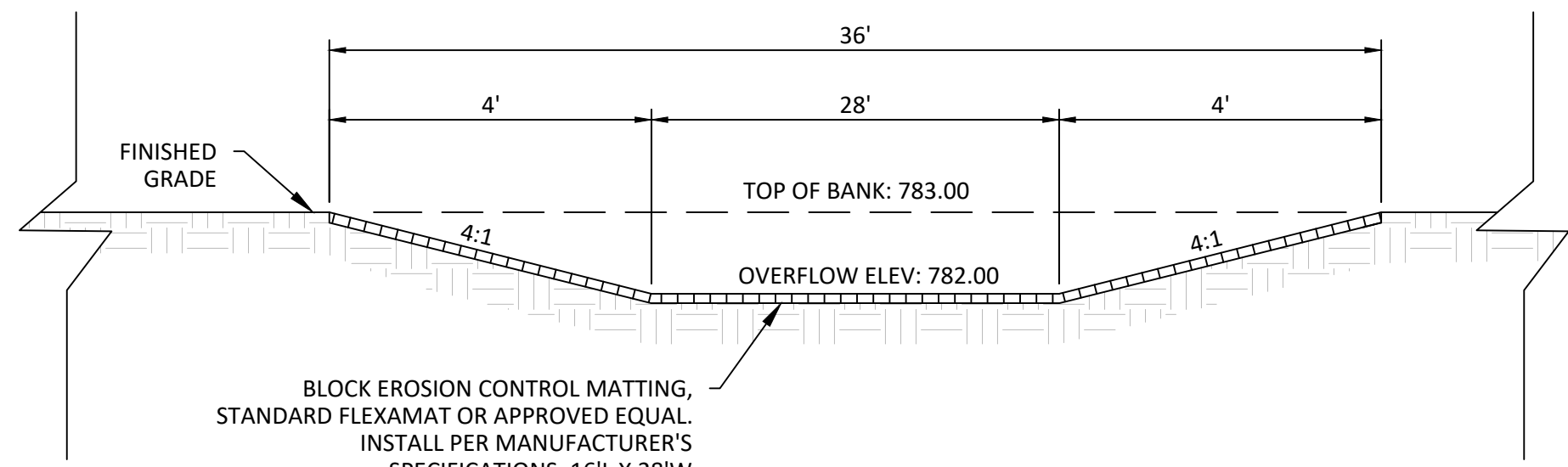
DRAWING NUMBER

C2.2



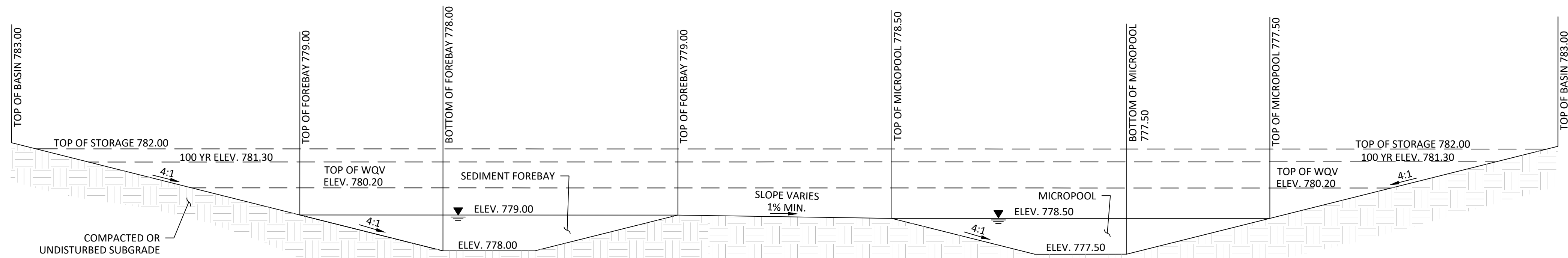
A DETAIL
OUTLET CONTROL STRUCTURE #2

N.T.S.



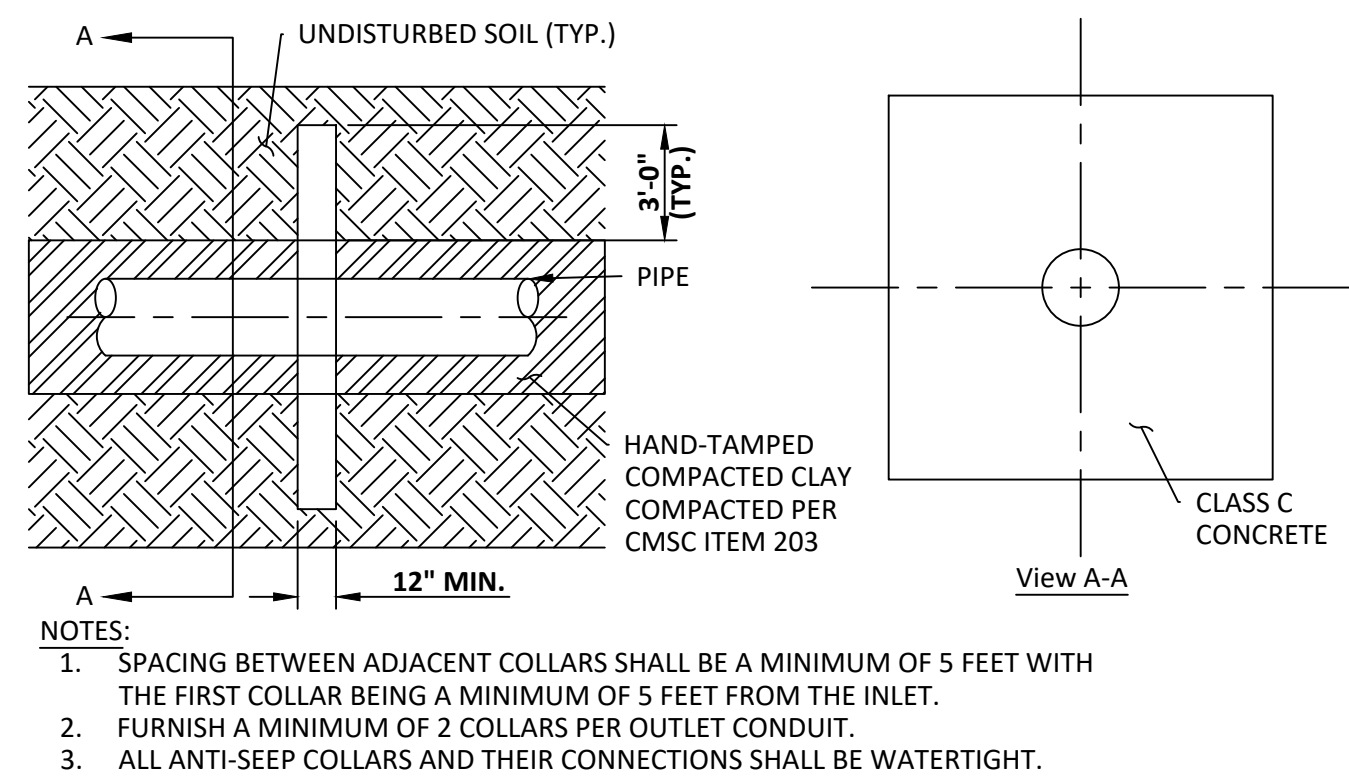
B DETAIL
EMERGENCY OVERFLOW

N.T.S.



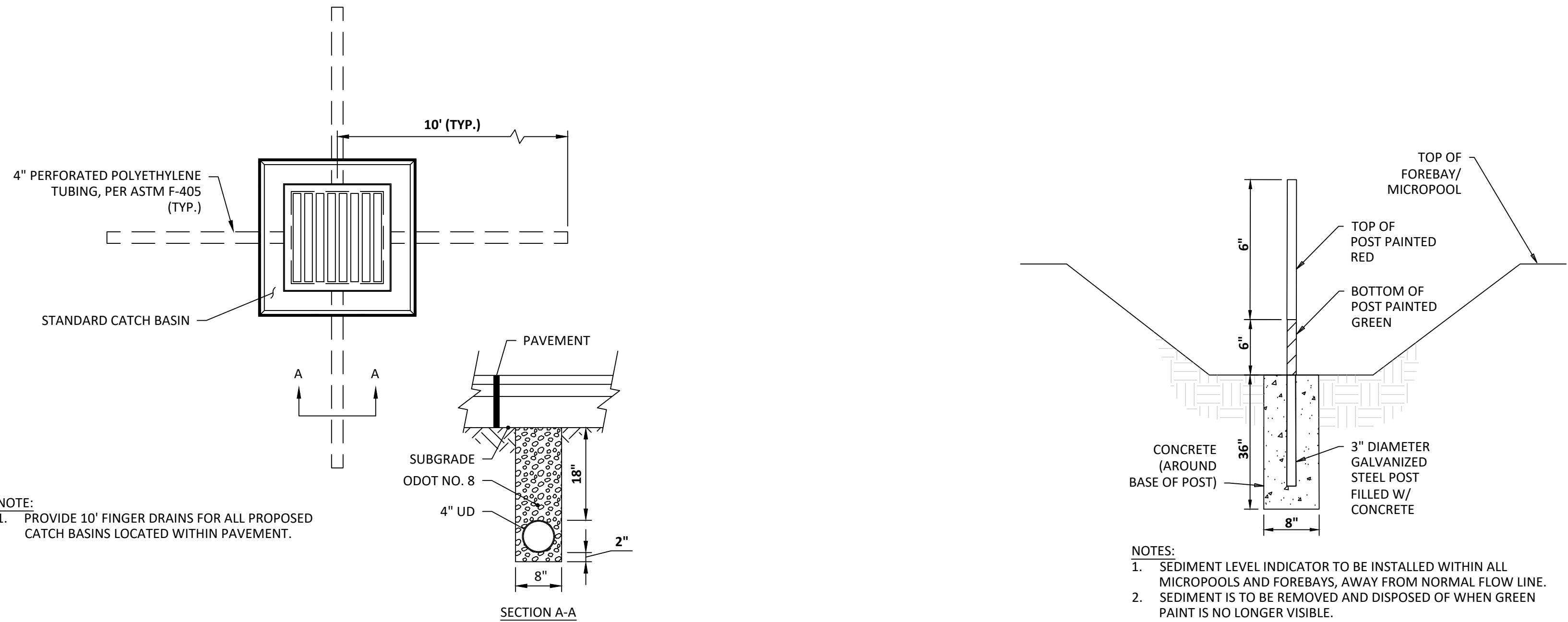
C DETAIL
EXTENDED DRY BASIN W/ FOREBAY AND MICROPOOL
TYPICAL SECTION

N.T.S.



D DETAIL
ANTI-SEEP COLLAR

N.T.S.



E DETAIL
PAVEMENT UNDERDRAIN

N.T.S.

F DETAIL
SEDIMENT LEVEL INDICATOR

N.T.S.

CLIENT

FORGE
BIOLOGICS
A member of Ajinomoto Bio-Pharma Services
3800 GANTZ ROAD
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER

CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-997-1515
FAX: 314-997-6117

PROJECT TITLE

**FORGE BIOLOGICS SITE
PARKING IMPROVEMENTS**

REV	BY	DATE	DESCRIPTION

LICENSEE

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF FORGE BIOLOGICS.

PROJ. NO.	DESIGNED BY:	SMS
SCALE:	CHECKED BY:	SMS
SHEET SIZE:	APPROVED BY:	SMS

DRAWING TITLE

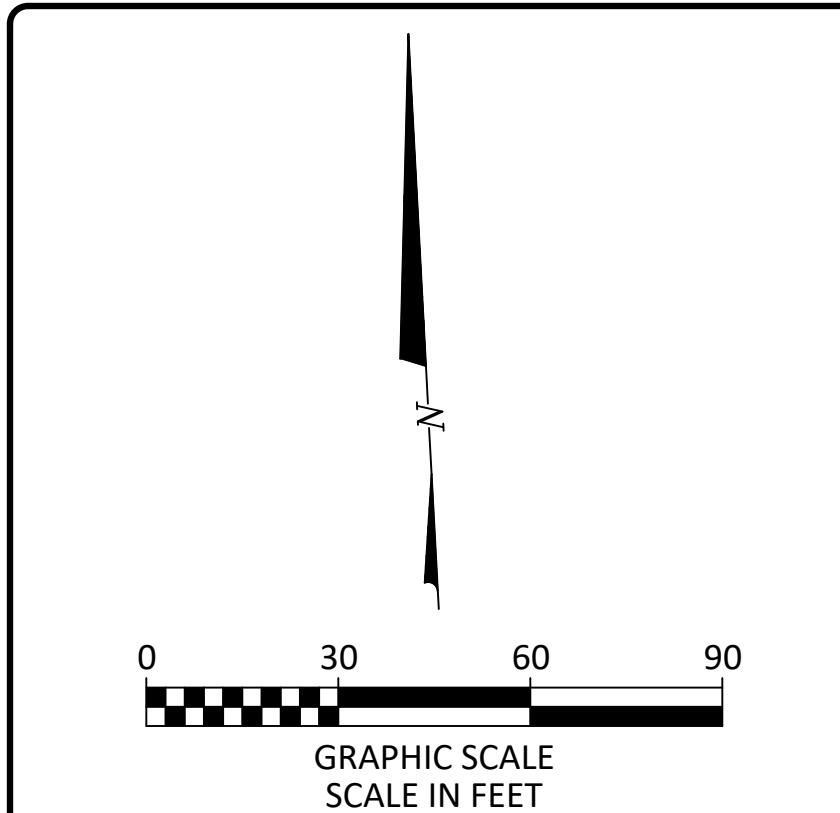
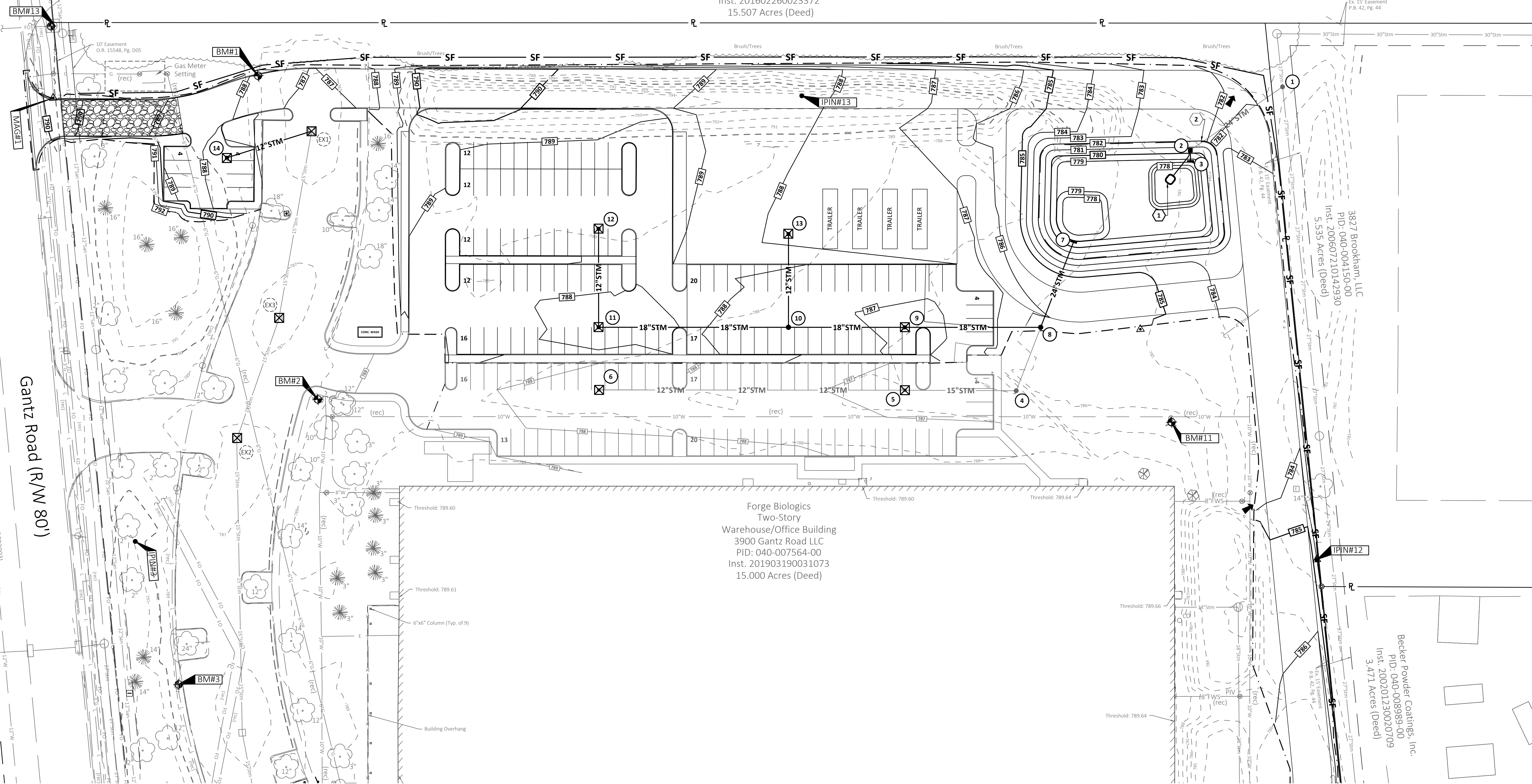
STORMWATER DETAILS

DRAWING NUMBER

C2.3

KORDA
KORDA: NEMETH ENGINEERING
1650 WATERMARK DRIVE
SUITE 200
COLUMBUS, OHIO 43215
DRAWN BY: EJW
DESIGNED BY: EJW
CHECKED BY:
PROJECT NUMBER: 2025-0415

Denali Ohio Brookham Industrial, LLC
PID: 040-007212-00
Inst. 201602260023372
15.507 Acres (Deed)



EROSION AND SEDIMENT CONTROL LEGEND

EXISTING	
REFER TO SHEET TS1.1	
PROPOSED	
	INDEX CONTOUR
	INTERMEDIATE CONTOUR
	BUILDING/WALL
	STORM SEWER
	CATCH BASIN
	MANHOLE
	GRADING/SEEDING LIMITS
	EMERGENCY OVERFLOW
	SILT FENCE PER DETAIL C/THIS SHEET
	INLET FILTER PER DETAIL B/THIS SHEET
	STABILIZED CONSTRUCTION ENTRANCE PER DETAIL A/THIS SHEET
	CONCRETE WASHOUT PER DETAIL D/C2.5

- CODING NOTES:**
1. FAIRCLOTH SKIMMER PER DETAIL B/C2.5. DETENTION BASIN SHALL BE USED AS TEMPORARY SEDIMENT BASIN DURING CONSTRUCTION PHASE. ALL SEDIMENT SHALL BE REMOVED FROM BASIN WHEN TRANSITIONING TO FINAL DETENTION BASIN.

CLIENT

FORGE
BIOLOGICS
A member of Alimodato Bio-Pharma Services
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER

CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-997-1515
FAX: 314-997-6117

PROJECT TITLE

FORGE BIOLOGICS SITE
PARKING IMPROVEMENTS

REV	BY	DATE	DESCRIPTION

LICENSEE

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF FORGE BIOLOGICS.

PROJ. NO. NOT TO SCALE
SHEET SIZE: 30x42

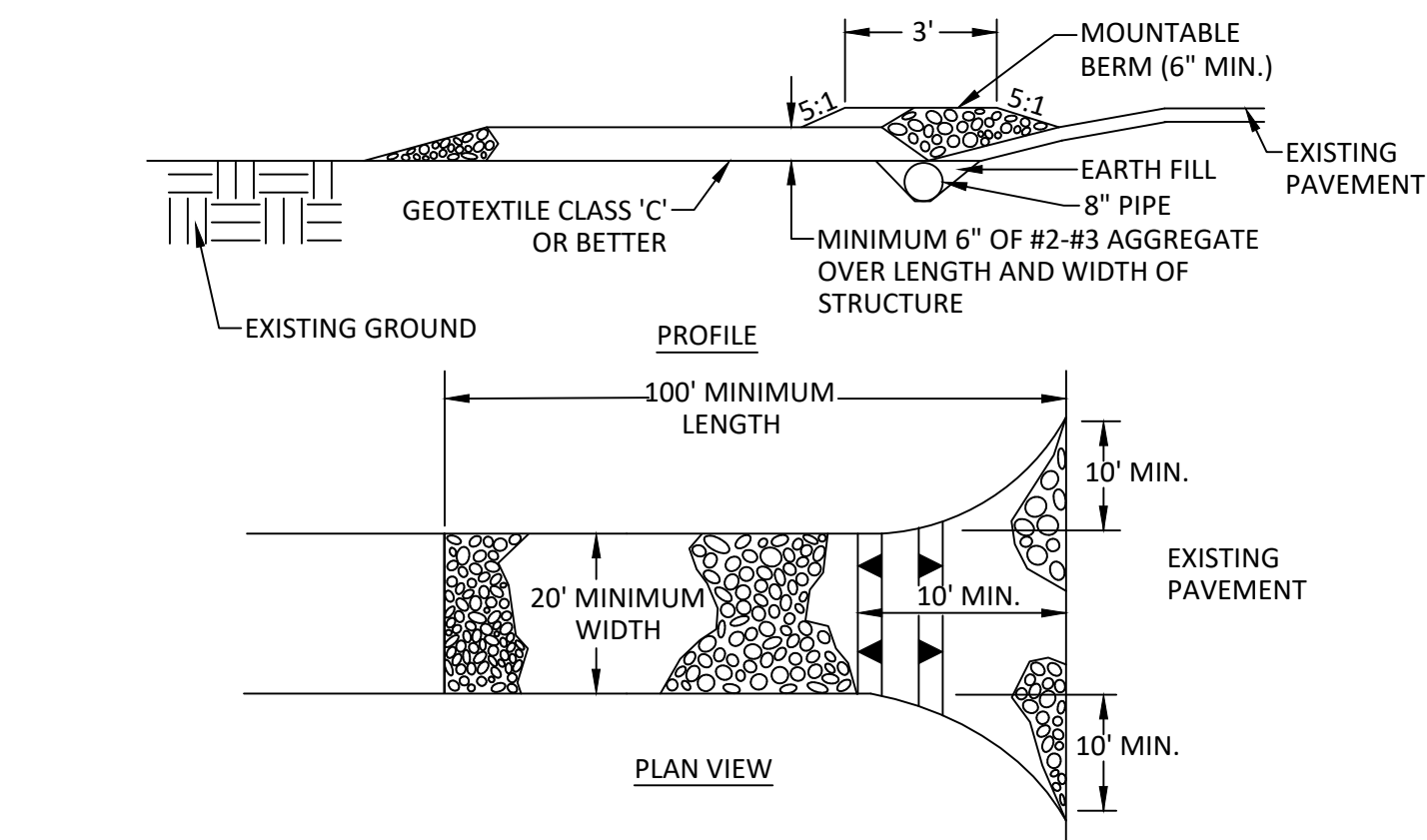
DESIGNED BY: SMS
CHECKED BY: SMS
APPROVED BY: SMS

DRAWING TITLE

EROSION & SEDIMENT CONTROL PLAN

DRAWING NUMBER

C2.4

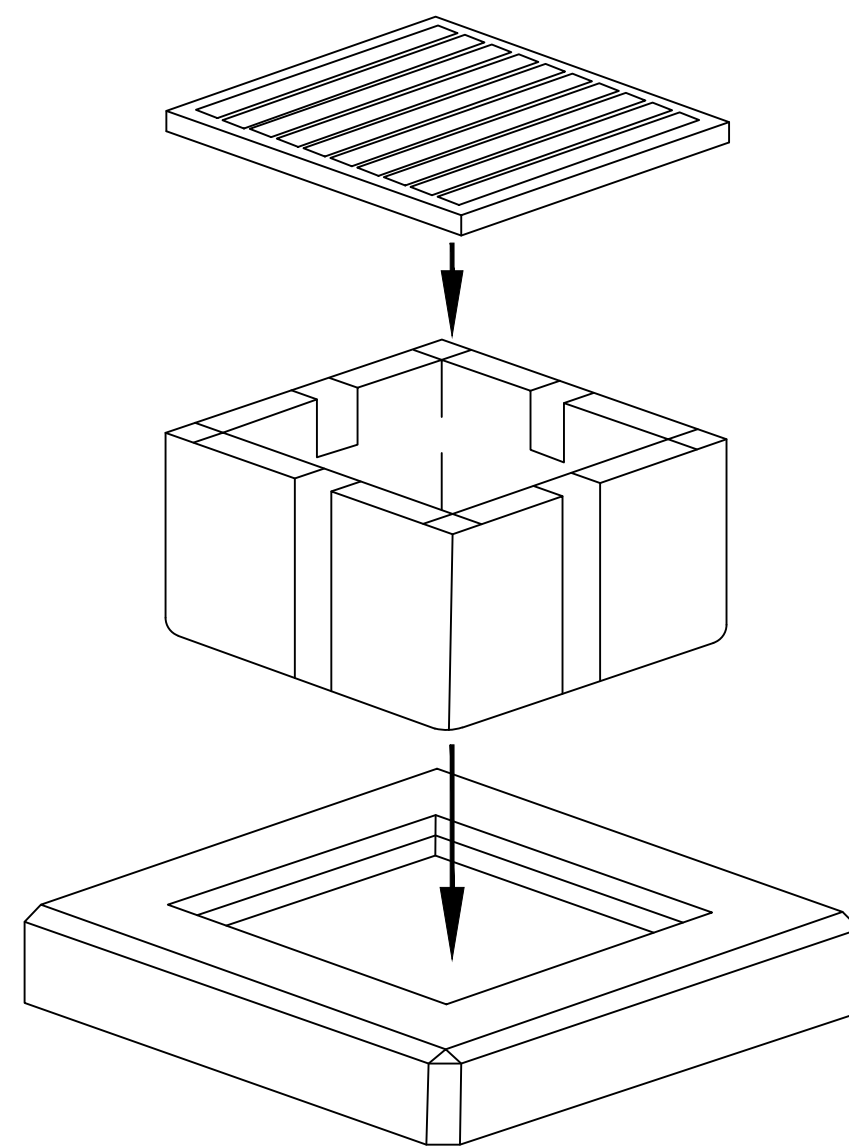


- NOTES:**
1. LENGTH - MINIMUM OF 100'
 2. WIDTH - 20' MINIMUM. SHOULD BE FLARED AT THE EXISTING ROAD TO PROVIDE A TURNING RADIUS.
 3. GEOTEXTILE FABRIC (FILTER CLOTH) SHALL BE PLACED OVER THE EXISTING GROUND PRIOR TO PLACING STONE.
 4. STONE - CRUSHED AGGREGATE (#2 TO #3) OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT SHALL BE PLACED AT LEAST 6" DEEP OVER THE LENGTH AND WIDTH OF THE ENTRANCE.
 5. SURFACE WATER - ALL SURFACE WATER FLOWING TO OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED THROUGH THE ENTRANCE, MAINTAINING POSITIVE DRAINAGE. PIPE - INSTALLED THROUGH THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROTECTED WITH A MOUNTABLE BERM WITH 5:1 SLOPES AND A MINIMUM OF 6" OF STONE OVER THE PIPE.
 6. LOCATION - A STABILIZED CONSTRUCTION ENTRANCE SHALL BE LOCATED AT EVERY POINT WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE. VEHICLES LEAVING THE SITE MUST TRAVEL OVER THE ENTIRE LENGTH OF THE STABILIZED CONSTRUCTION ENTRANCE.
 7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.
 8. WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAYS. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
 9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

A DETAIL

STABILIZED CONSTRUCTION ENTRANCE

N.T.S.



B DETAIL

INLET FILTER (BELOW GRATE INLET PROTECTION)

N.T.S.

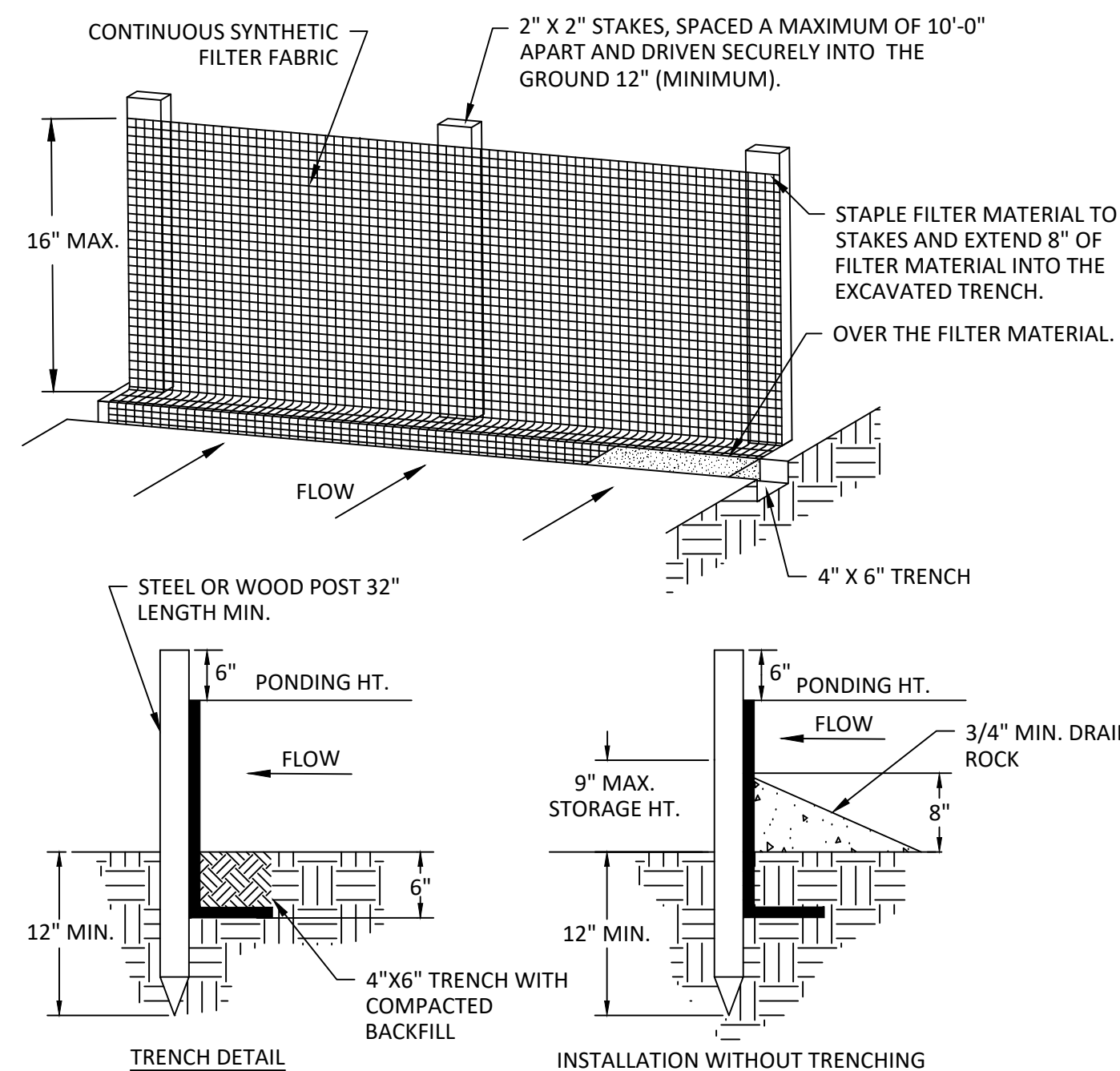
- INSTALLATION:**
1. REMOVE GRATE.
 2. INSTALL BAG (RESTS ON LIP OF CASTING).
 3. REINSTALL GRATE.
- MAINTENANCE:**
1. REMOVE GRATE.
 2. BAG CAN BE CLEANED SEVERAL WAYS:
A) PICK UP BAG AND DUMP IT.
B) SHOVELING DEBRIS OUT OF BAG
C) VAC-UNIT
 3. SHAKE LOOSE DEBRIS OUT OF BAG OR RINSE WITH WATER.
 4. REINSTALL BAG.
 5. REINSTALL GRATE.

TO BE USED ON STRUCTURES:

EXISTING: EX1, EX2, EX3, EX4, EX5

UNDER CONSTRUCTION, PREVIOUS PROJECT: 5, 6

PROPOSED: 9, 11, 12, 13, 14

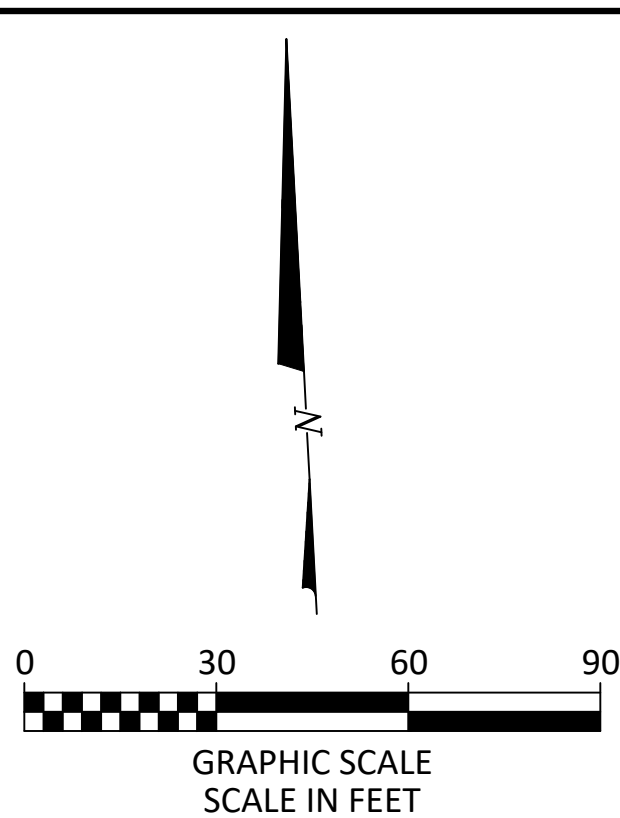


C DETAIL

SILT FENCE

- NOTES:**
- GENERAL**
1. CONSTRUCT SILT FENCE BEFORE UPSLOPE DISTURBANCE BEGINS.
 2. BRING ENDS OF SILT FENCE UPSLOPE SLIGHTLY SO THAT PONDING WATER WILL BE PREVENTED FROM FLOWING AROUND ENDS.
 3. WHEN POSSIBLE PRESERVE VEGETATION 5 FEET UP UPSLOPE OF THE SILT FENCE. IF REMOVED, REESTABLISH WITHIN 7 DAYS FROM INSTALLATION OF FENCE.
 4. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
 5. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM OF A 6 INCH OVERLAP, AND SECURELY SEALED.
 6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 16 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
 7. THE TRENCH SHALL BE BACKFILLED AND SOIL COMPACTED OVER THE FILTER FABRIC.
 8. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.
 9. THE USE OF STRAW WATTLES HAS PROVEN TO BE A VERSATILE AND EFFECTIVE ESC BMP, ESPECIALLY IN RESIDENTIAL SETTINGS. STRAW WATTLES MAY BE SUBSTITUTED FOR SILT FENCE.
 10. THE USE OF COMPOST FILTER SOCKS AND COMPOST BLANKETS ARE GAINING WIDER ACCEPTANCE NATIONWIDE. THEY ARE NOW APPROVED FOR USE ON ALL COLUMBUS SWP3 PLANS AND CONSTRUCTION SITES.
- MAINTENANCE**
1. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE, AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
 2. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
 3. ANY SEDIMENT DEPOSITS REMAINING AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.

N.T.S.



EROSION AND SEDIMENT CONTROL LEGEND

EXISTING	
REFER TO SHEET TS1.1	
PROPOSED	
	INDEX CONTOUR
	INTERMEDIATE CONTOUR
	BUILDING/WALL
	STORM SEWER
	CATCH BASIN
	MANHOLE
	GRADING/SEEDING LIMITS
	EMERGENCY OVERFLOW
	SILT FENCE PER DETAIL C/C2.4
	INLET FILTER PER DETAIL B/C2.4

Gerard and Rhonda Sperto
PID: 040-000888
Inst. 200206070142460
1.616 Acres (Deed)

EROSION AND SEDIMENT CONTROL NARRATIVE

EROSION AND SEDIMENT CONTROL NARRATIVE:

PLAN DESIGNER: KORDA/NEMETH ENGINEERING INC. 1650 WATERMARK DRIVE, SUITE 200 COLUMBUS, OHIO 43215 PHONE: (614) 487-1650 FAX: (614) 487-8981

OWNER: NAME: FORGE BIOLOGICS
ADDRESS: 3900 GANTZ ROAD, GROVE CITY, OH 43123
CONTACT: KEVIN KOSKI
PHONE: 412-915-1541
EMAIL: KKOSKI@FORGEBIOLOGICS.COM

NOI PERMIT: TBD

EXISTING SITE CONDITIONS: THE SITE CONSISTS OF A PREVIOUSLY DEVELOPED FACTORY SITE.

PROJECT DESCRIPTION: THE PROJECT INCLUDES A NEW PAVED PARKING LOT, LOOP DRIVE, A GRAVEL LOT, SIDEWALKS, AND STORMWATER FACILITIES.

DISTURBED AREA: 3.39 ACRES

SITE DRAINS TO: SITE GENERALLY DRAINS TO AN EXISTING STORM SEWER LOCATED ON THE ADJACENT PROPERTY TO THE EAST.

SITE BMPs: LOCATIONS OF SITE BMPs, INCLUDING DUMPSTERS, VEHICLE FUELING AREAS, CONCRETE TRUCK WASH, MATERIAL STORAGE, AND TOPSOIL STOCKPILES SHALL BE DETERMINED BY CONTRACTOR. IF FINAL LOCATION OF BMPs DIFFER FROM THE LOCATIONS SHOWN, CONTRACTOR SHALL MODIFY SWPPP AND INFORM OHIO EPA OF NEW LOCATION OF BMPs.

ADJACENT AREAS: THE SITE IS BOUNDED BY A DEVELOPED PROPERTY TO THE NORTH, DEVELOPED PROPERTY TO THE SOUTH, DEVELOPED PROPERTY TO THE EAST, AND GROVE CITY RIGHT-OF-WAY TO THE WEST.

ACCORDING TO SOIL SURVEY RECORDS, THE SOIL TYPES ON THE SITE ARE (C/A) CROSBY SILT LOAM, (C/B) CROSBY SILT LOAM, & (K) KOKOMO SILTY CLAY LOAM WHICH ARE HYDROLOGIC SOIL GROUP C/D.

EROSION AND SEDIMENT CONTROL MEASURES: PROVIDE SILT FENCE AT CRITICAL AREAS AS SHOWN IN THE PLANS. ANY NEW OR EXISTING STORM INLETS IMPACTED BY THE NEW CONSTRUCTION ACTIVITY WILL NEED THE APPROPRIATE INLET PROTECTION FOR SEDIMENT CONTROL. PROVIDE INLET PROTECTION AT EXISTING AND PROPOSED DRAINAGE STRUCTURES. INSTALL THE SEDIMENT BASIN, SKIMMER, CONSTRUCTION ENTRANCE, AND CONCRETE WASHOUT AS SHOWN IN THE PLANS. ANY OFFSITE BORROW OR SPOIL AREAS SHALL BE SUBJECT TO THE REQUIREMENTS SET FORTH BY THE OHIO EPA. ALL EROSION AND SEDIMENT CONTROL MEASURES FOR OFFSITE AREAS NOT COVERED BY A SEPARATE NOI OR SWP'S SHALL BE COORDINATED WITH THE OHIO EPA. TRENCH GROUNDWATER CONTAINING SEDIMENT MUST BE EFFECTIVELY TREATED PRIOR TO DISCHARGE INTO THE STORM SEWER SYSTEM. USE MEANS NECESSARY TO CONTROL DUST ONSITE AND PREVENT TRACKING SOIL OFFSITE.

JURISDICTION: EROSION AND SEDIMENT CONTROL PRACTICES ARE SUBJECT TO FIELD MODIFICATION AT THE DISCRETION OF THE CITY OF GROVE CITY AND/OR THE OHIO EPA.

COEFFICIENTS (TOTAL SITE): PRE-DEVELOPED CURVE NUMBER = 91
POST-DEVELOPED CURVE NUMBER = 92
EXISTING IMPERVIOUS AREA = 9.05 ACRES
PROPOSED IMPERVIOUS AREA = 10.64 ACRES

CONSTRUCTION SEQUENCE UNLESS NOTED OTHERWISE, THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL EROSION AND SEDIMENT CONTROL MEASURES REQUIRED THROUGHOUT THE DURATION OF THE PROJECT.

1. COMPLETE FINAL GRADING FOR HARDSCAPE AREAS.
2. INSTALL AGGREGATE BASE, WALK, CURBS, PAVEMENT, AND BUILDINGS (IF APPLICABLE).
3. COMPLETE FINAL GRADING FOR LAWN, LANDSCAPED AREAS. STABILIZE WITH PERMANENT SEEDING.
4. CONFIRM SITE STABILIZATION.
5. REMOVE ALL EROSION AND SEDIMENT CONTROLS.
6. FILE NOT WITHIN 45 DAYS OF FINAL STABILIZATION.

MAINTENANCE/INSPECTION PROCEDURES

1. CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EACH WEEK AND WITHIN 24-HOURS FOLLOWING ANY STORM EVENT OF 0.5 INCHES OR GREATER.
2. MEASURES SHALL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
3. TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.
4. A MAINTENANCE INSPECTION REPORT SHALL BE MADE AFTER EACH INSPECTION, AND A WRITTEN LOG MUST BE KEPT. THIS LOG SHALL INDICATE THE DATE OF THE INSPECTION, NAME OF THE INSPECTOR, WEATHER CONDITIONS, OBSERVATIONS, ANY CORRECTIVE ACTION TAKEN, AND BE SIGNED IN ACCORDANCE WITH THE CONDITIONS OF THE NPDES PERMIT (IF APPLICABLE). ANY CONTROL MEASURE MUST BE REPAIRED/REPLACED WITHIN THREE DAYS OF INSPECTION.
5. PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES SHALL BE TRAINED IN INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER. A WRITTEN DOCUMENT CONTAINING THE SIGNATURES OF CONTRACTORS AND SUBCONTRACTORS INVOLVED IN THE IMPLEMENTATION OF EROSION AND SEDIMENT CONTROL MEASURES MUST BE MAINTAINED AS PROOF ACKNOWLEDGING THAT THEY REVIEWED AND UNDERSTAND THE CONDITIONS AND RESPONSIBILITIES OF THE PLAN. THE DOCUMENT SHALL BE CREATED BY THE CONTRACTOR SIGNED PRIOR TO THE START OF CONSTRUCTION.

DISPOSAL OF SOLID/SANITARY/TOXIC WASTES

1. SOLID, SANITARY AND TOXIC WASTES MUST BE DISPOSED OF IN A PROPER MANNER IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.
2. IT IS PROHIBITED TO BURN, BURY OR POUR OUT ONTO THE GROUND OR INTO A STORM WATER CONVEYANCE ANY SOLVENTS, PAINTS, STAINS, GASOLINE, DIESEL FUEL, USED MOTOR OIL, HYDRAULIC FLUID, ANTIFREEZE, CEMENT CURING COMPOUNDS AND OTHER SUCH SOLID AND HAZARDOUS WASTES.
3. ANY RINSE WATERS OF SUCH MATERIAL ARE ALSO PROHIBITED FROM BEING PLACED WHERE THEY MAY ENTER DRAINAGEWAYS.
4. WASH OUT OF CEMENT TRUCKS SHOULD OCCUR IN A Diked, DESIGNATED AREA, AWAY FROM ANY CONVEYANCE CHANNEL.
5. COORDINATE WASH OUT AREA WITH CONSTRUCTION MANAGER.

STABILIZATION PROCEDURES

CONTRACTOR SHALL BE RESPONSIBLE TO KEEP A RECORD OF DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN EARTH DISTURBANCE HAS TEMPORARILY OR PERMANENTLY CEASED ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES HAVE BEEN INITIATED.

THE USE OF STRAW MULCH IS PROHIBITED WITHOUT APPROVAL FROM THE CITY'S SERVICE DEPARTMENT.

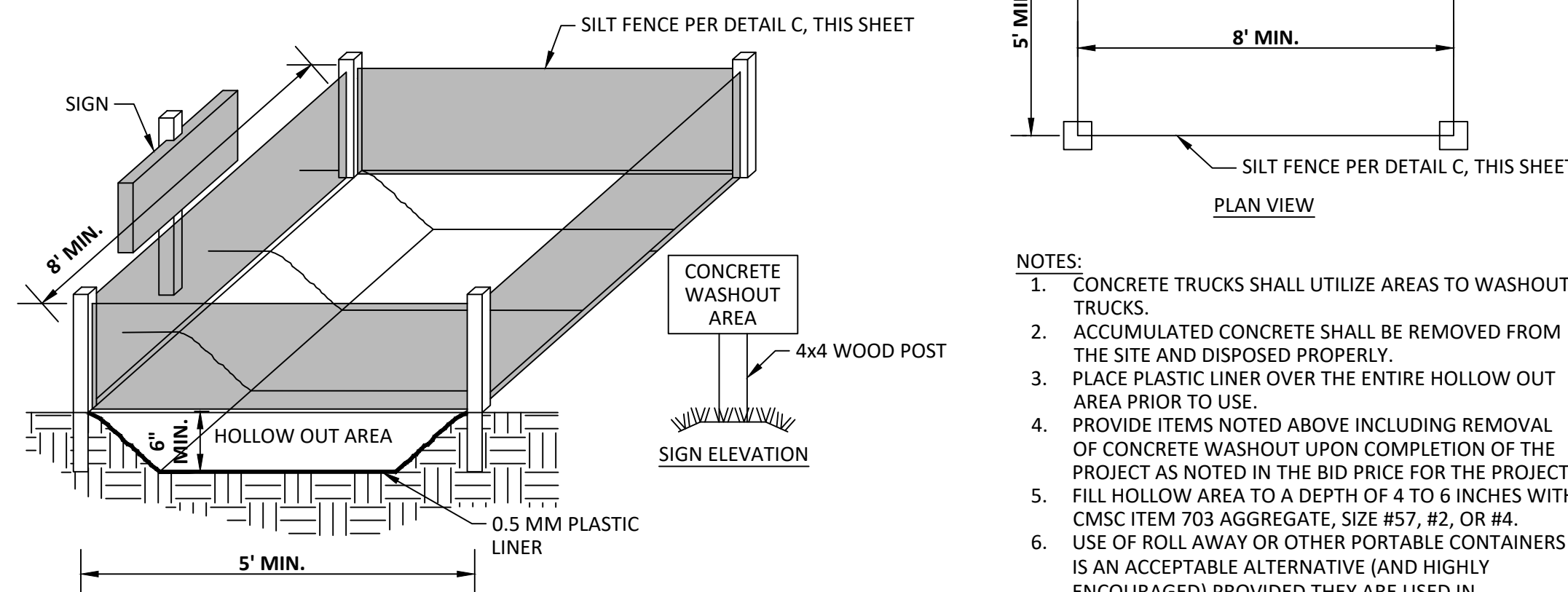
DEWATERING

DISCHARGES FROM DEWATERING ACTIVITIES, INCLUDING DISCHARGES FROM DEWATERING OF TRENCHES AND EXCAVATIONS ARE PROHIBITED UNLESS MANAGED BY APPROPRIATE CONTROLS.

1. A COPY OF THE SWPPP PLAN AND THE APPROVED EPA STORMWATER PERMIT (IF APPLICABLE, WITH THE SITE-SPECIFIC NOI NUMBER) SHALL BE KEPT ONSITE AT ALL TIMES.
2. PROVIDE FILTER FABRIC INLET PROTECTION PER C-GC-71A AT ALL EXISTING AND PROPOSED STORM INLET STRUCTURES RECEIVING FLOW FROM DISTURBED AREAS.
3. SOIL EROSION AND BMP MEASURES SHALL BE INSTALLED PRIOR TO START OF ANY CONSTRUCTION AND SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. BMP MEASURES SHALL BE TO THE SATISFACTION OF THE OHIO EPA. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND MODIFYING BMP'S AND SWPPP AS NECESSARY DUE TO CONSTRUCTION PHASING AS THE PROJECT ADVANCES TO SATISFY THE OHIO EPA TO COMPLY WITH OHIO EPA PERMIT NO. OHCD00006 "GENERAL PERMIT AUTHORIZATION FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM".
4. EROSION AND SEDIMENTATION CONTROL PRACTICES ARE SUBJECT TO FIELD MODIFICATION AT THE DISCRETION OF GROVE CITY AND/OR THE OHIO EPA.
5. UNDER NORMAL CIRCUMSTANCES, NO OVERLAND DISCHARGE SHALL BE ALLOWED FROM SEDIMENT BASIN.
6. STREET CLEANING (ON AN AS-NEEDED BASIS) IS REQUIRED THROUGHOUT THE DURATION OF THIS CONSTRUCTION PROJECT. THIS INCLUDES SWEEPING, POWER CLEANING, AND (IF NECESSARY) MANUAL REMOVAL OF DIRT OR MUD IN THE STREET GUTTERS. AT A MINIMUM CLEAN AT THE END OF EACH WORK DAY.
7. DIRECT DISCHARGE OF SEDIMENT LADEN WATER TO THE CITY'S SEWER SYSTEM OR A RECEIVING STREAM IS A VIOLATION OF OHIO EPA AND GROVE CITY REGULATIONS. THE CONTRACTOR WILL BE HELD LIABLE FOR THE VIOLATION AND SUBSEQUENT FINES.

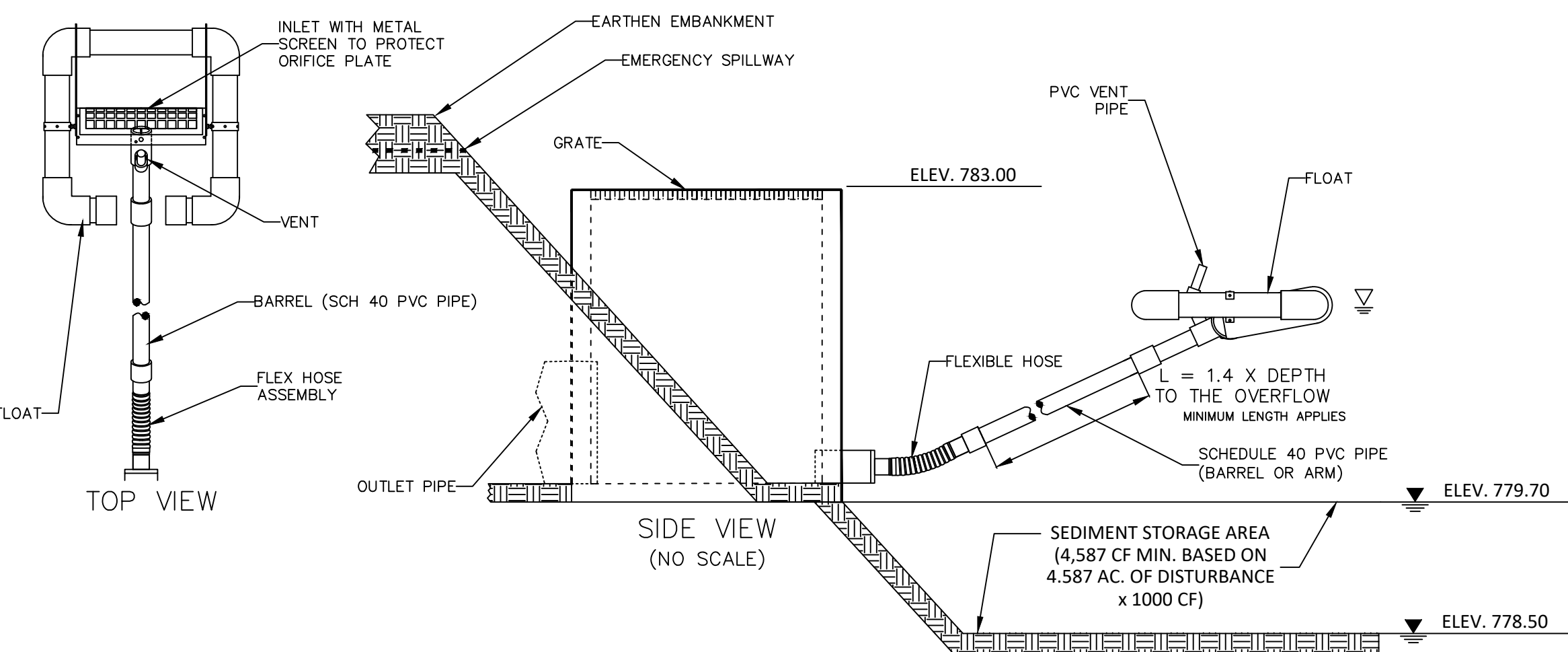
CONTRACTOR'S RESPONSIBILITIES:

1. PRIOR TO CONSTRUCTION OPERATIONS IN A PARTICULAR AREA, ALL SEDIMENTATION AND EROSION CONTROL FEATURES SHALL BE IN PLACE. FIELD ADJUSTMENT WITH RESPECT TO LOCATIONS MAY BE MADE BY THE ENGINEER AS REQUESTED.
2. DETAILS HAVE BEEN PROVIDED ON THE PLANS IN AN EFFORT TO HELP THE CONTRACTOR PROVIDE EROSION AND SEDIMENTATION CONTROL.
3. THE DETAILS SHOWN ON THE PLAN SHALL BE CONSIDERED A MINIMUM ADDITIONAL OR ALTERNATE DETAILS MAY BE FOUND IN OHIO'S RAINWATER AND LAND DEVELOPMENT MANUAL. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING NECESSARY AND ADEQUATE MEASURES FOR PROPER CONTROL OF EROSION AND SEDIMENT RUNOFF FROM THE SITE DISCHARGES ASSOCIATED WITH THE CONSTRUCTION ACTIVITY.
4. FIELD ADJUSTMENTS WITH RESPECT TO LOCATIONS AND DIMENSIONS MAT BE MADE BY THE ENGINEER, GROVE CITY AND THE OHIO EPA.
5. A TEMPORARY SEDIMENT BASIN MUST BE PROVIDED FOR SITES THAT SHALL HAVE A COMMON DISTURBED DRAINAGE AREA OF TEN ACRES OR MORE. THE TEMPORARY SEDIMENT BASIN SHALL REMAIN IN PLACE UNTIL THE SITE IS PERMANENTLY STABILIZED.
6. THE CONTRACTOR SHALL PLACE INLET PROTECTION FOR THE SEDIMENTATION CONTROL IMMEDIATELY AFTER THE CONSTRUCTION OF CATCH BASINS OR INLETS WHICH ARE NOT TRIBUTARY TO A SEDIMENT BASIN OR TRAP.
7. IT MAY BECOME NECESSARY TO REMOVE PORTIONS OF SEDIMENTATION CONTROLS DURING CONSTRUCTION TO FACILITATE THE GRADING OPERATIONS IN CERTAIN AREAS. HOWEVER, THE CONTROLS SHALL BE REPLACED UPON COMPLETION OF GRADING OR DURING ANY INCLEMENT WEATHER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO HAVE THE CURRENT STORM WATER POLLUTION PREVENTION PLAN (IF APPLICABLE) IMMEDIATELY AVAILABLE OR POSTED ON SITE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT NO SOLID OR LIQUID WASTE IS DISCHARGED INTO STORM WATER RUNOFF. UNTREATED SEDIMENT-LADEN RUNOFF SHALL NOT FLOW OFF OF SITE WITHOUT BEING DIRECTED THROUGH A CONTROL PRACTICE. CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE INTO OR ALONGSIDE RIVERS, STREAMS, OR CREEKS OR INTO NATURAL OR MAN-MADE CHANNELS OR SWALES LEADING THERETO. CONCRETE WASH WATER AND SURPLUS CONCRETE SHALL BE CONFINED TO APPROVED AREAS; AFTER SOLIDIFYING, THESE WASTE MATERIALS SHALL BE REMOVED FROM THE SITE.
10. THE COST FOR TEMPORARY CHANNELS, SEDIMENT BASINS, AND OTHER APPURTENANT EARTH-MOVING OPERATIONS SHALL BE INCLUDED IN THE PRICE BID FOR EROSION AND SEDIMENTATION QUANTITIES.



DETAIL
CONCRETE TRUCK WASHOUT AREA

N.T.S.



FORGE BIOLOGICS				
Name	Skimmer Size	Sliding Orifice %	Required Basin Volume	Days to Drain
Dry Detention Basin	2 in.	60%	5,724	2

3.18 AC. OF CONTRIBUTING DRAINAGE AREA x 1800 CF

- GENERAL NOTES:**
1. FAIRCLOTH SKIMMER FLOW RATES WERE USED AS THE BASIS OF DESIGN WHEN DETERMINING DRAINAGE CALCULATIONS. UTILIZING A PRODUCT FROM AN ALTERNATIVE MANUFACTURER WILL CREATE A SIGNIFICANT DEVIATION TO THE DESIGN AND MUST BE APPROVED AND RECALCULATED BY THE DESIGN ENGINEER.
 2. PROPER ORIFICE OPENING MUST BE SELECTED TO ENSURE POND DRAINS IN CORRECT AMOUNT OF TIME. MODIFICATIONS MAY BE REQUIRED IF FIELD CONDITIONS WARRANT A CHANGE.
 3. BARREL PIPE SHOULD BE 1.4 X DEPTH OF THE BASIN TO ENSURE PROPER FUNCTION.

DETAIL
FAIRCLOTH SKIMMER DISCHARGE SYSTEM WITH OUTLET STRUCTURE

N.T.S.

CLIENT

FORGE BIOLOGICS
A member of Ajinomoto Bio-Pharma Services
3900 GANTZ ROAD
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER

CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-997-1515
FAX: 314-997-6117

PROJECT TITLE

**FORGE BIOLOGICS SITE
PARKING IMPROVEMENTS**

REV	BY	DATE	DESCRIPTION

LICENSEE

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF FORGE BIOLOGICS.

PROJ. NO. NOT TO SCALE
SHEET SIZE: 30x42

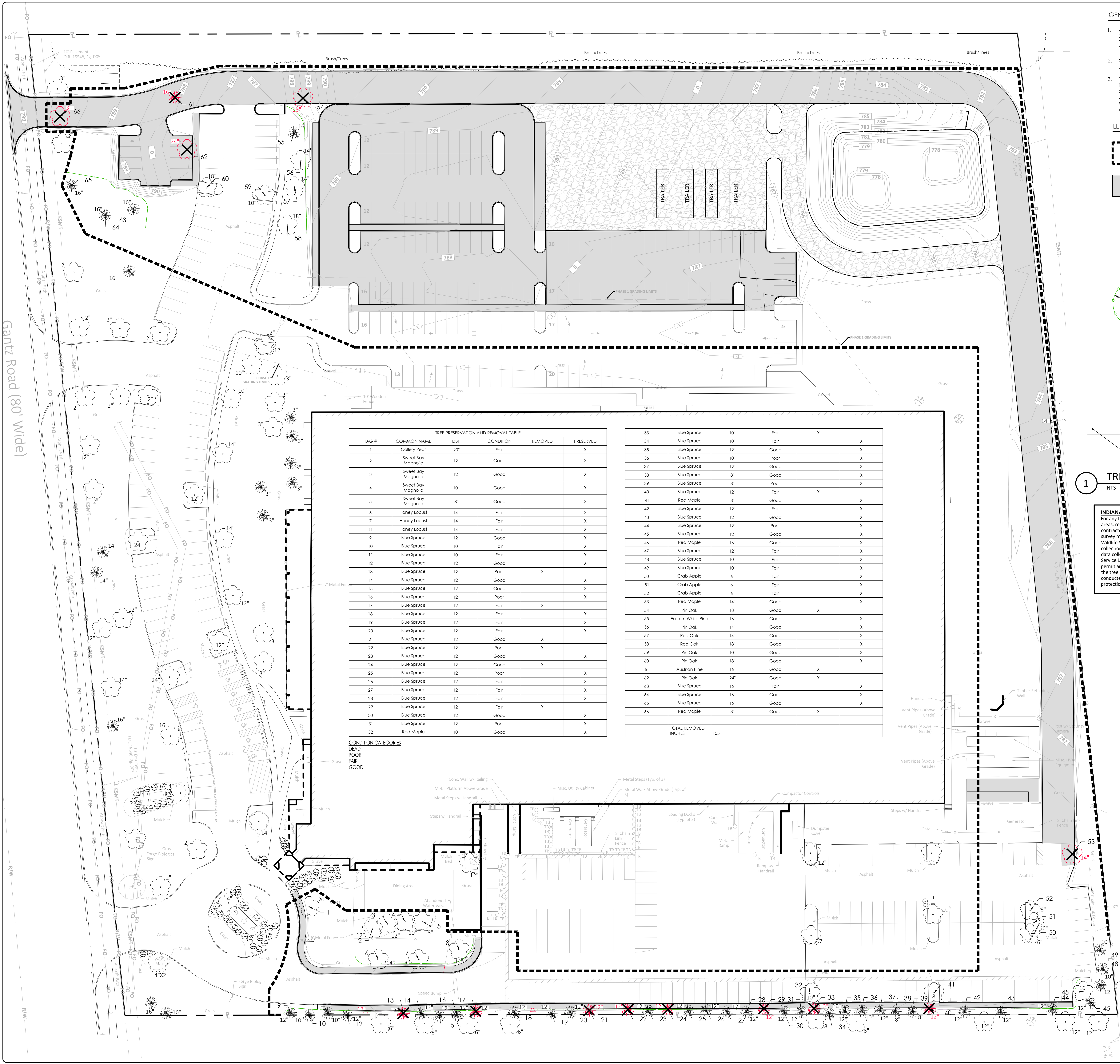
DESIGNED BY: SMS
CHECKED BY: SMS
APPROVED BY: SMS

DRAWING TITLE

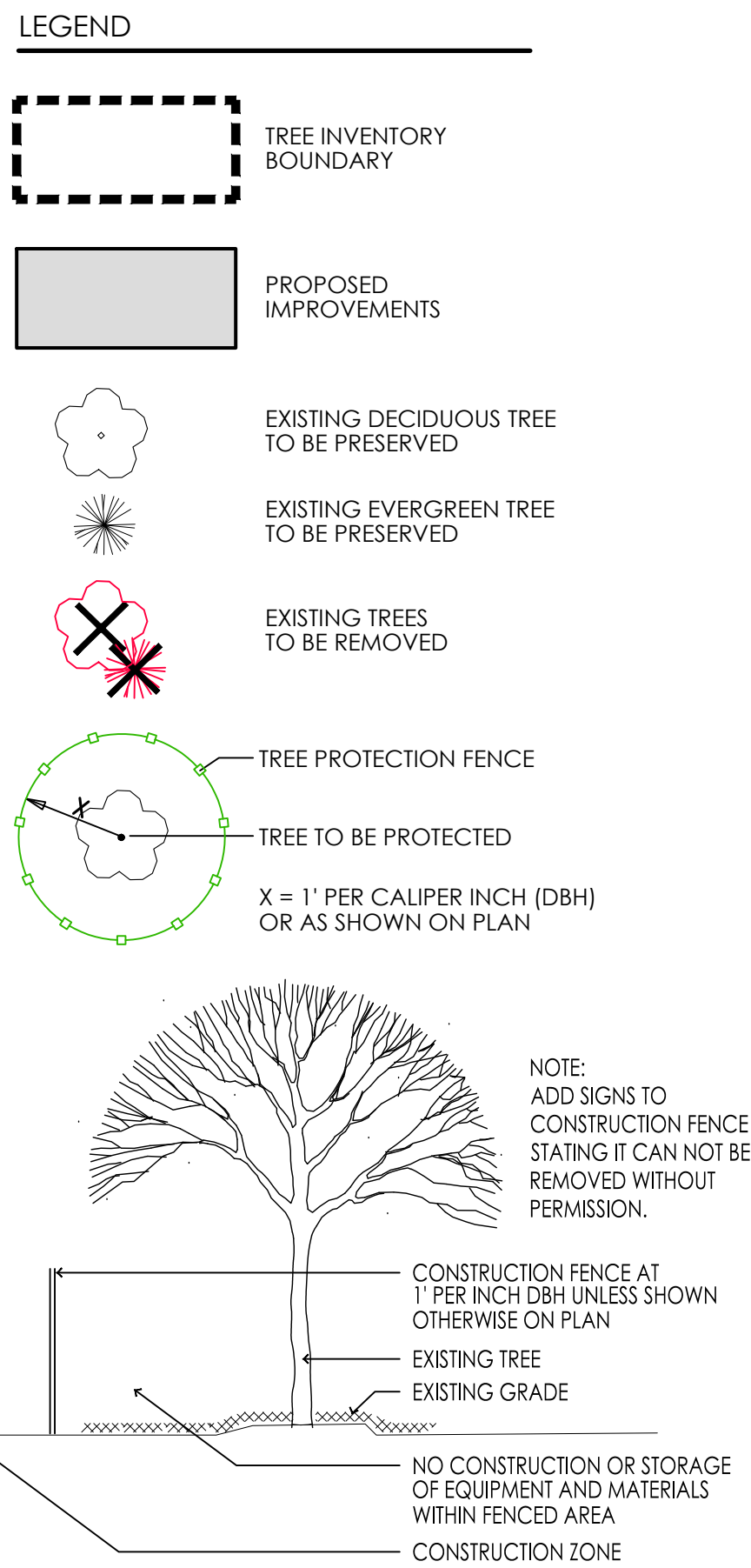
EROSION & SEDIMENT CONTROL PLAN

DRAWING NUMBER

C2.5



- GENERAL NOTES
- ALL TREES IN THE CONSTRUCTION AREA NOT SPECIFICALLY DESIGNATED FOR REMOVAL SHALL BE PRESERVED. TREES TO BE PRESERVED SHALL BE PROTECTED WITH HIGH VISIBILITY TREE PROTECTION FENCE AS SHOWN ON PLAN.
 - ONLY TREES 6" CAL. (DBH) AND LARGER WITHIN DEVELOPMENT LIMITS NOTED ON THESE PLANS.
 - PROTECTION FENCING OR BARRIER SHALL REMAIN THROUGHOUT CONSTRUCTION AND ANY SUBSEQUENT GRADING OR EXCAVATION UNLESS OTHERWISE APPROVED ON A CLEARING AND GRADING PLAN. IN NO CASE SHALL MATERIALS, DEBRIS, FILL, VEHICLES OR EQUIPMENT BE STORED WITHIN THIS ENCLOSURE.



1 TREE PROTECTION FENCE

INDIANA BAT HABITAT PROTECTION NOTE:
For any trees designated for removal that may be potential bat habitat areas, removal shall only occur from October 1st to March 31st. If the contractor prefers to remove the trees outside of this time frame, a survey must be conducted according to the United States Fish and Wildlife Services and by a biologist with all required federal and/or state collection permits to determine the presence of any Indiana Bats. The data collected during the survey must be provided to the Grove City Service Department at (614) 277-1100 according to the conditions of the permit and any regulatory authority requirements. If no bats are present the tree shall be removed within 24 hours of the survey being conducted. If bats are found to be present, then tree shall remain and a protection and enhancement plan will be required.

TREE PRESERVATION AND REMOVAL TABLE					
TAG #	COMMON NAME	DBH	CONDITION	REMOVED	PRESERVED
1	Catberry Pear	20"	Fair		X
2	Sweet Bay Magnolia	12"	Good		X
3	Sweet Bay Magnolia	12"	Good		X
4	Sweet Bay Magnolia	10"	Good		X
5	Sweet Bay Magnolia	8"	Good		X
6	Honey Locust	14"	Fair		X
7	Honey Locust	14"	Fair		X
8	Honey Locust	14"	Fair		X
9	Blue Spruce	12"	Good		X
10	Blue Spruce	10"	Fair		X
11	Blue Spruce	10"	Fair		X
12	Blue Spruce	12"	Good		X
13	Blue Spruce	12"	Poor	X	
14	Blue Spruce	12"	Good		X
15	Blue Spruce	12"	Good		X
16	Blue Spruce	12"	Poor		X
17	Blue Spruce	12"	Fair	X	
18	Blue Spruce	12"	Fair		X
19	Blue Spruce	12"	Fair		X
20	Blue Spruce	12"	Fair		X
21	Blue Spruce	12"	Good	X	
22	Blue Spruce	12"	Poor	X	
23	Blue Spruce	12"	Good		X
24	Blue Spruce	12"	Good	X	
25	Blue Spruce	12"	Poor		X
26	Blue Spruce	12"	Fair		X
27	Blue Spruce	12"	Fair		X
28	Blue Spruce	12"	Fair		X
29	Blue Spruce	12"	Fair	X	
30	Blue Spruce	12"	Good		X
31	Blue Spruce	12"	Poor		X
32	Red Maple	10"	Good		X

33	Blue Spruce	10"	Fair	X	
34	Blue Spruce	10"	Fair		X
35	Blue Spruce	12"	Good		X
36	Blue Spruce	10"	Poor		X
37	Blue Spruce	12"	Good		X
38	Blue Spruce	8"	Good		X
39	Blue Spruce	8"	Poor		X
40	Blue Spruce	12"	Fair	X	
41	Red Maple	8"	Good		X
42	Blue Spruce	12"	Fair		X
43	Blue Spruce	12"	Good		X
44	Blue Spruce	12"	Poor		X
45	Blue Spruce	12"	Good		X
46	Red Maple	16"	Good		X
47	Blue Spruce	12"	Fair		X
48	Blue Spruce	10"	Fair		X
49	Blue Spruce	10"	Fair		X
50	Crab Apple	6"	Fair		X
51	Crab Apple	6"	Fair		X
52	Crab Apple	6"	Fair		X
53	Red Maple	14"	Good		X
54	Pin Oak	18"	Good	X	
55	Eastern White Pine	16"	Good		X
56	Pin Oak	14"	Good		X
57	Red Oak	14"	Good		X
58	Red Oak	18"	Good		X
59	Pin Oak	10"	Good		X
60	Pin Oak	18"	Good		X
61	Austrian Pine	16"	Good	X	
62	Pin Oak	24"	Good	X	
63	Blue Spruce	16"	Fair		X
64	Blue Spruce	16"	Good		X
65	Blue Spruce	16"	Good		X
66	Red Maple	3"	Good	X	
TOTAL REMOVED INCHES		155"			

CONDITION CATEGORIES
BAD
POOR
FAIR
GOOD

CLIENT

FORGE BIOLOGICS
A member of Alimodato Bio-Pharma Services
3800 GANTZ ROAD
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER

CLARK, RICHARDSON AND BISKUP CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-997-1515
FAX: 314-997-6117

PROJECT TITLE

FORGE BIOLOGICS SITE PARKING IMPROVEMENTS

REV	BY	DATE	DESCRIPTION

LICENSEE

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF FORGE BIOLOGICS.

PROJ. NO.	NOT TO SCALE	DESIGNED BY:	SMS
SHEET SIZE:	30x42	CHECKED BY:	SMS
		APPROVED BY:	SMS

DRAWING TITLE

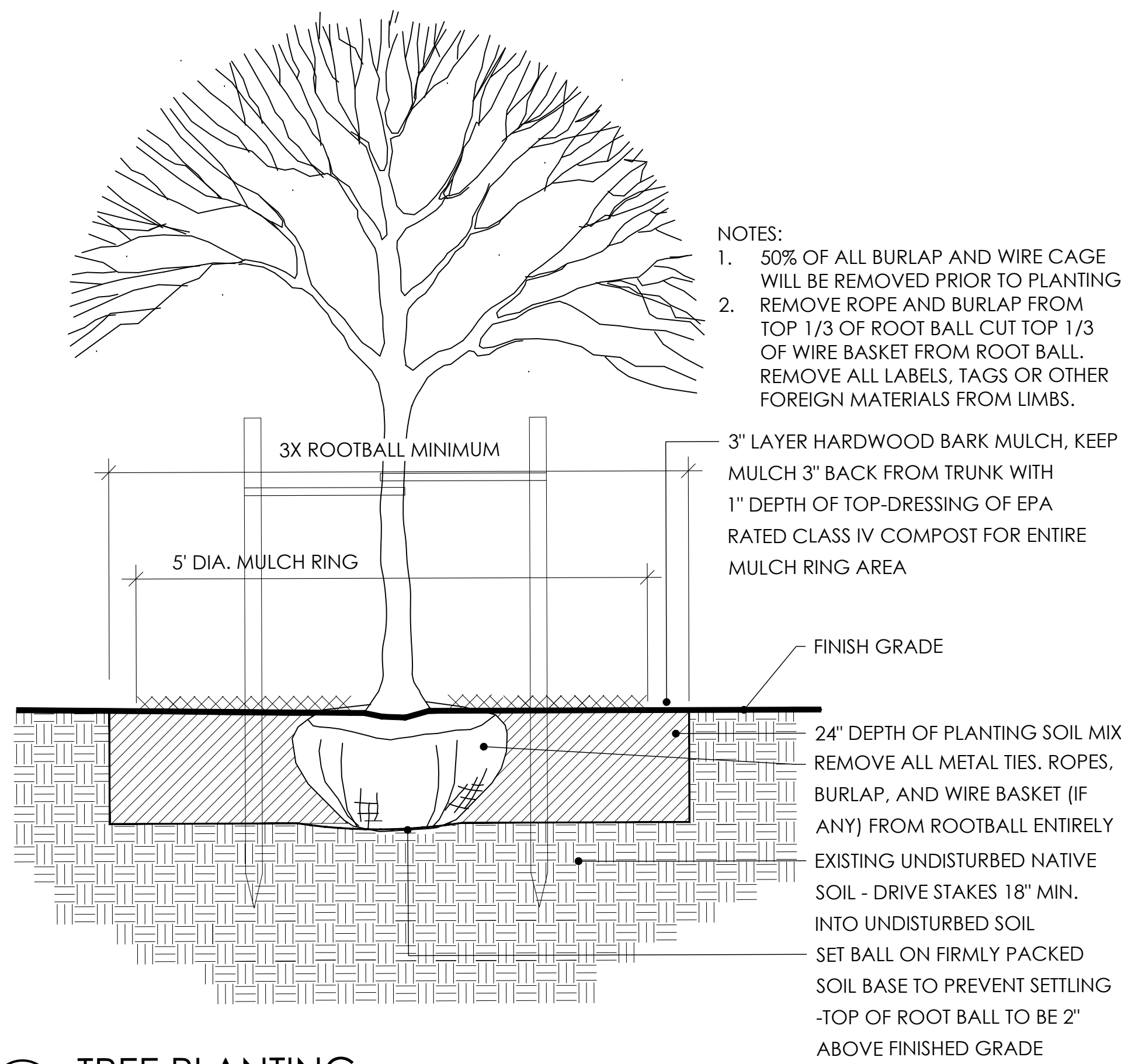
TREE INVENTORY PLAN

DRAWING NUMBER

L0.01

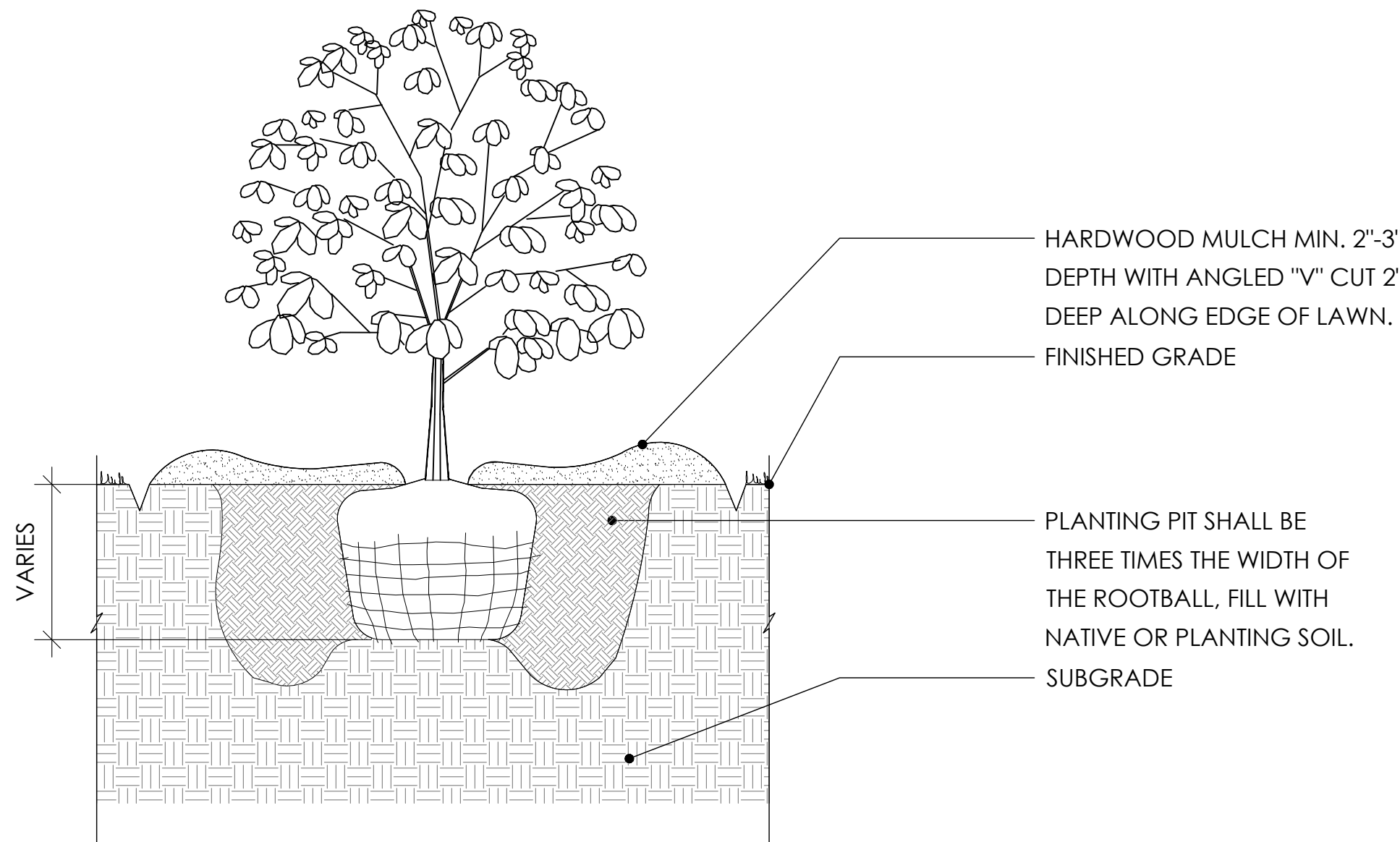
EDGE
330 W. Spring Street, Suite 350
Columbus, OH 43215
614.486.3343
www.edgeia.com





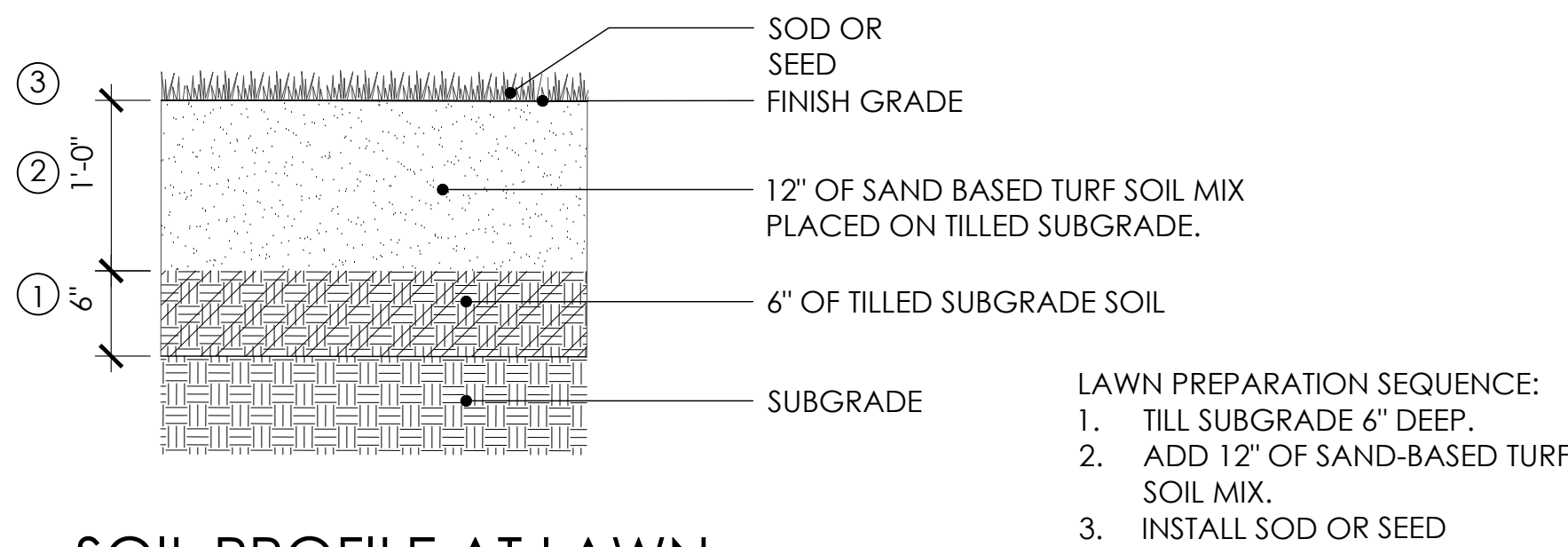
1 TREE PLANTING

NTS



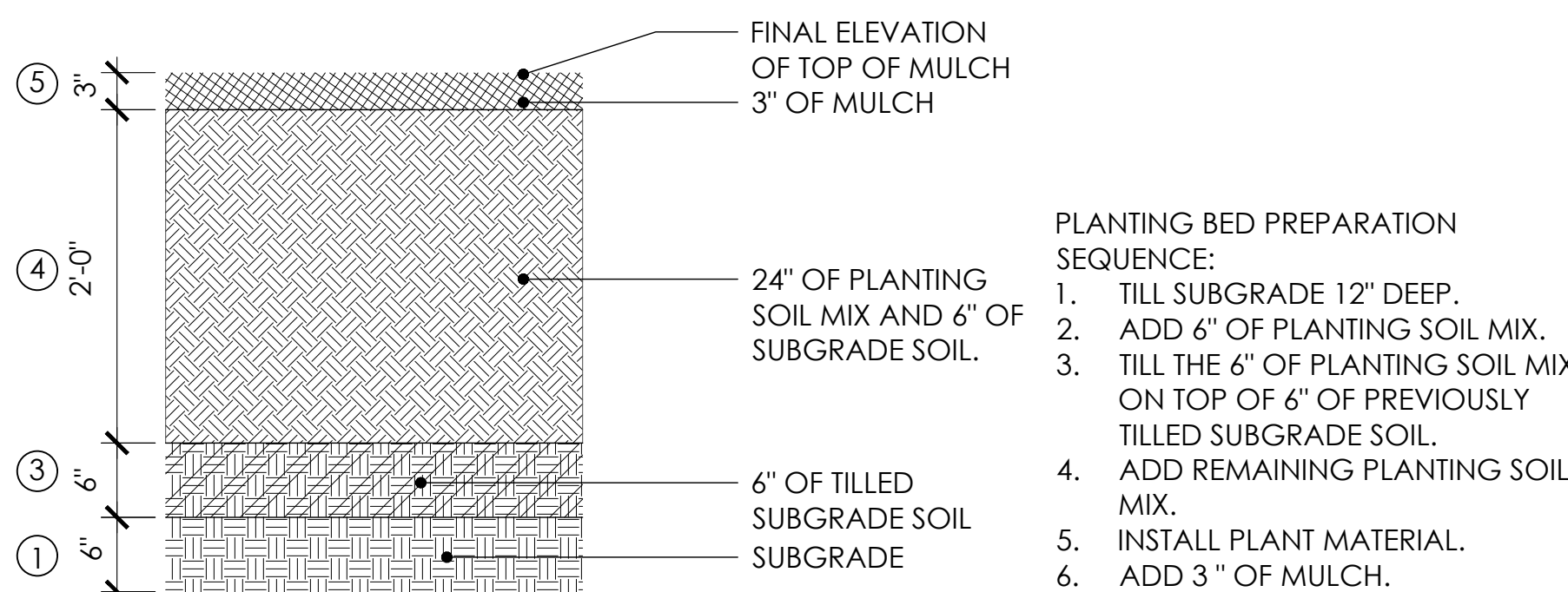
2 SHRUB PLANTING

NTS



3 SOIL PROFILE AT LAWN

NTS



4 SOIL PROFILE AT PLANT BED

NTS

CLIENT

FORGE
BIOLOGICS

A member of Ajinomoto Bio-Pharma Services
3800 GANTZ ROAD
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER

CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-997-1515
FAX: 314-997-6117

PROJECT TITLE

**FORGE BIOLOGICS SITE
PARKING IMPROVEMENTS**

REV	BY	DATE	DESCRIPTION

LICENSEE

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF FORGE BIOLOGICS.

PROJ. NO.	DESIGNED BY:	SMS
SCALE: NOT TO SCALE	CHECKED BY:	SMS
SHEET SIZE: 30x42	APPROVED BY:	SMS

DRAWING TITLE

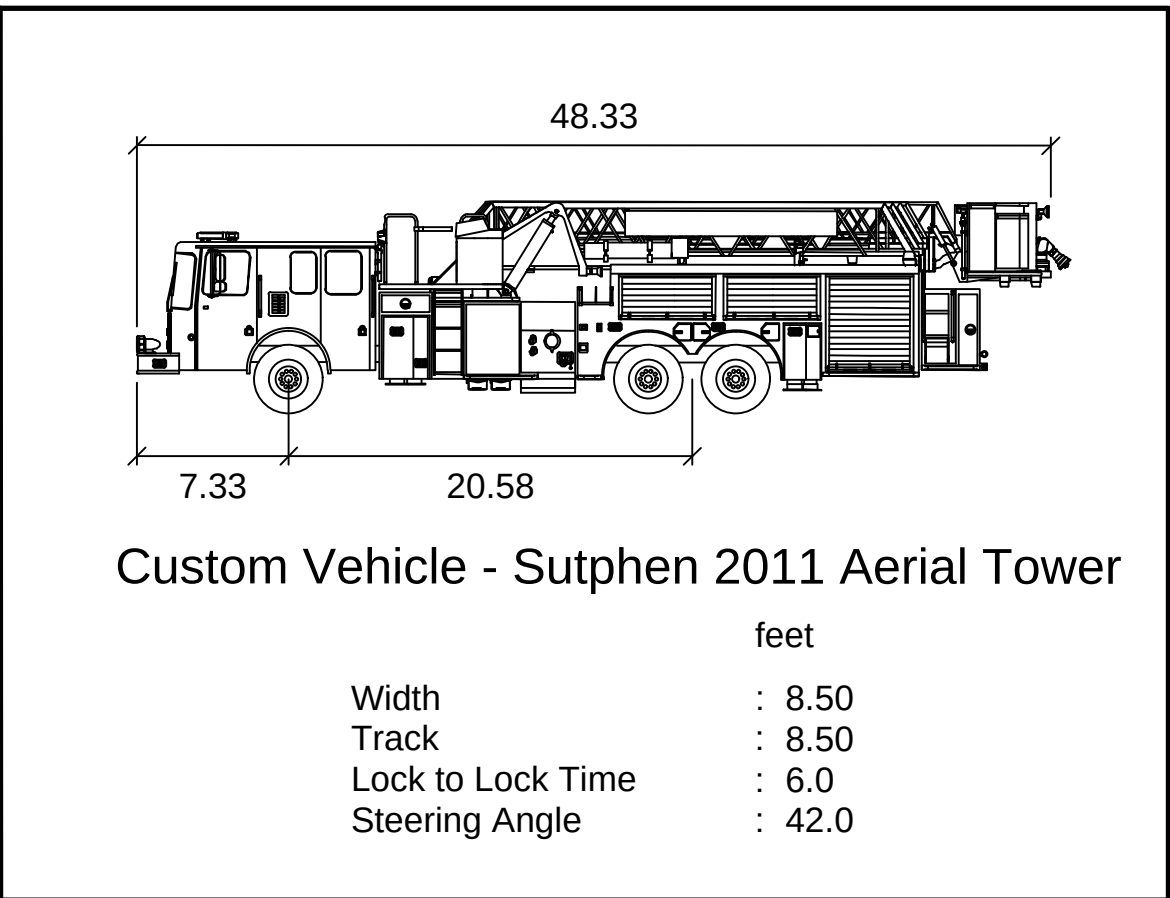
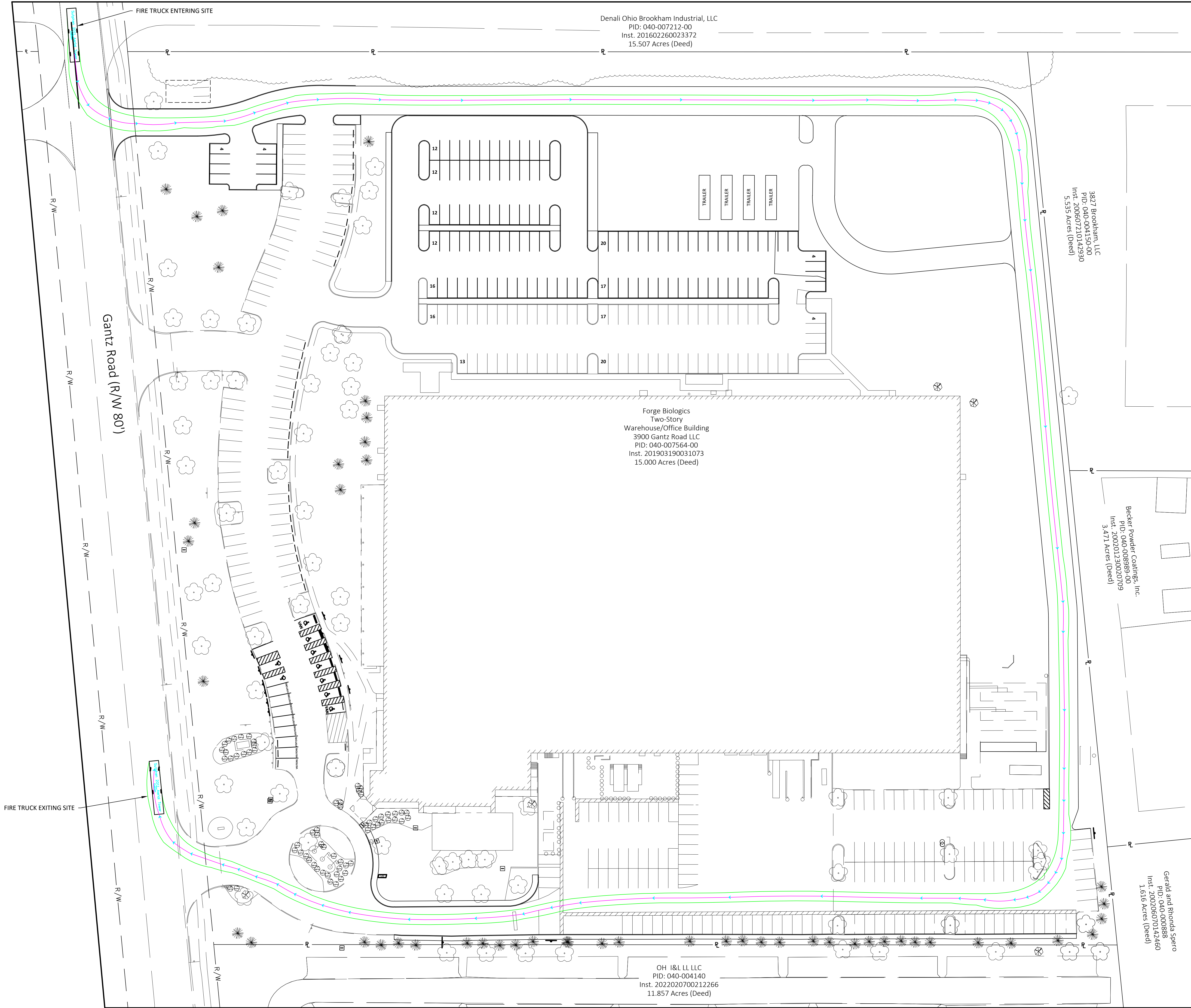
**LANDSCAPE
DETAILS**

DRAWING NUMBER

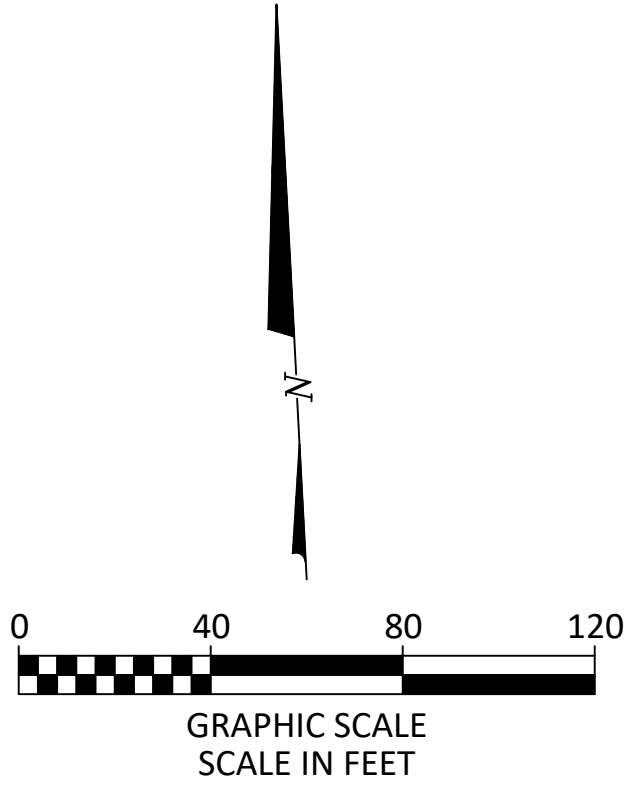
L1.02

EDGE

330 W. Spring Street, Suite 350
Columbus, OH 43215
614.486.3343
www.edgela.com



Received By:
Grove City Development
11/24/25



CLIENT

FORGE
BIOLOGICS

A member of Ajinomoto Bio-Pharma Services
3900 GANTZ ROAD
GROVE CITY, OH 43123

CONSULTING ARCHITECT/ENGINEER

CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.

721 EMERSON ROAD
SUITE 600
ST. LOUIS, MO 63141
PHONE: 314-997-1515
FAX: 314-997-6117

PROJECT TITLE

**FORGE BIOLOGICS SITE
PARKING IMPROVEMENTS**

REV	BY	DATE	DESCRIPTION

LICENSEE

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF FORGE BIOLOGICS.

PROJ. NO.	DESIGNED BY:	SMS
SCALE: NOT TO SCALE	CHECKED BY:	SMS
SHEET SIZE: 30x42	APPROVED BY:	SMS

DRAWING TITLE

**FIRE APPARATUS MANEUVERABILITY
EXHIBIT**

DRAWING NUMBER

1

KORDA
KORDA-NEMETH ENGINEERING
1650 WATERMARK DRIVE
SUITE 200
COLUMBUS, OHIO 43215
DRAWN BY: EJW
DESIGNED BY: EJW
CHECKED BY:
PROJECT NUMBER: 2025-0415

Date: 12/09/25
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-54-25
1st Reading: 12/15/2025
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-54-25

RESOLUTION NO. CR-54-25
A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.023
OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN
BE FURNISHED TO 0.505+ ACRES LOCATED AT 2332 WHITE ROAD IN
JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 0.505+ acres located at 2332 White Rd, in Jackson Township to the City of Grove City, Ohio, and signed by Brigitte D. and Benjamin T. Hicks, was filed with the Board of County Commissioners of Franklin County, Ohio; and

WHEREAS, a hearing on this petition is scheduled before the Board of County Commissioners of Franklin County; and

WHEREAS, Section 709.023(c) of the Ohio Revised Code requires that the legislative authority of the municipality to which the annexation is proposed adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon its annexation.

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

SECTION 1. Upon its annexation to the City of Grove City, the 0.505+ acres located at 2332 White Road, proposed for annexation by Brigitte D. and Benjamin T. Hicks will receive the following municipal services from the City of Grove City:

Fire:	Jackson Township will continue to provide Fire protection.
Police:	The City of Grove City, Police department, will provide police protection.
Water:	The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Sanitary Sewer:	The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Solid Waste Collection:	Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.

Zoning:

In accordance with Section 1139.05(a) the Codified Ordinances of Grove City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:

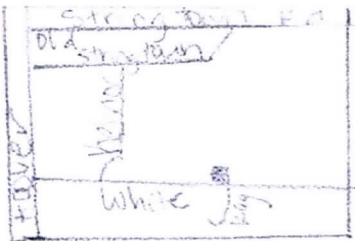
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law



Proposed Annexation of 0.505 Acres More or Less
To The City of Grove City, Ohio
From The Township of Jackson, Franklin County, Ohio
Virginia Military Survey No. 8231



Keller Farms Subdivision Sec. 4
Plat Book 65, Pg. 69

Keller Farms Subdivision Sec. 5
Plat Book 66, Pg. 87

Lot 74

Lot 75

Lot 96

Lot 97

City of Grove City

Ord. No. C-15 79

Misc. Vol. 171 Pg. 881

RECEIVED

NOV 20 2025

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

City of Grove City
Ord. No. C-69-93
O.R. 24125-H13

Susan Graham
0.505 Acres
I.N. 20230602054221
Parcel # 160-00137

Brigette D. Hicks & Benjamin T. Hicks, Trustees

0.505 Acres

I.N. 202503110023633

Parcel # 160-001748

City of Grove City

Ord. No. C-41-01

I.N. 200107190164533

Total Perimeter of
Annexation area is 640
feet of which 420 feet is
contiguous with the City
of Grove City, having 66%
contiguity.

This exhibit was prepared from
record information from
Franklin County Engineer,
Recorder and Auditor and is
not intended for the transfer of
real property

Pamela K. Barton

0.505 Acres

I.N. 201901300011388

Parcel # 040-011203

City of Grove City

Ord. No. C-18-14

City of Grove City

0.069 Acres

I.N. 201403050026574

City of Grove City

0.069 Acres

I.N. 201403050026589

City of Grove City

0.069 Acres

I.N. 201403050026573

White Road (Width varies)

White Road (Width varies)

Area to be Annexed

Existing Grove City Corporation Line

Proposed Grove City Corporation Line

Brigette Hicks
Prepared by Brigette Hicks

971-533-6687

Brigette.hicks01@gmail.com

Scale 2" = 100'

100' ±
200' ±

**ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE**
ADAM W. FOWLER, P.E., P.S.
FRANKLIN COUNTY ENGINEER

BY: FDA DATE: 11/20/25

RECEIVED

9:06 AM

DEC 08 2025

Franklin County, OH

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
ADAM W. FOWLER, P.E., P.S.
FRANKLIN COUNTY ENGINEER

RECEIVED

NOV 20 2025

Proposed 0.505 Acre Annexation Description

BY: FDA

DATE: 11/20/25

From: Jackson Township, Franklin County, State of Ohio

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

To: The City of Grove City

Situated in the State of Ohio, County of Franklin, Township of Jackson, being in the Virginia Military Survey Number 8231. Being all of the 0.505 acre tract conveyed to Brigette D. Hicks and Benjamin T. Hicks, Trustees by deed of record in Instrument Number 202503110023633, and being further described as follows:

Beginning at the southwest corner of said 0.505 acre tract, also beginning on the Northeast corner of that 0.069 acre tract conveyed to City of Grove City by deed of record in Instrument number 20143050026574 and the Northwest corner of that 0.069 acre tract conveyed to City of Grove City by deed of record in Instrument number 201403050026589, located on the north right of way line of White Road (width varies), and also beginning at the southeast corner of that 0.505 acre tract conveyed to Susan Graham by deed of record in Instrument Number 20230602054221;

Thence in a Northerly direction, a distance of approximately 220 feet along the common line of said Graham and Hicks Tracts, to the south line of lot 74 of Keller Farms Subdivision Sec. 4 recorded in Plat Book 65 Page 69, and also being a point of the existing City of Grove City Corporation Line as established by Ordinance number C-15-79, as recorded in Misc. Vol 171, Pg. 881, and the Northeast corner of said Graham tract.

Thence in an easterly direction of approximately 100 feet along the common line of said Hicks tract and said lot number 74 along the southerly line of Lot 75 of Keller Farms Subdivision Section 5 recorded in Plat Book 66 Page 87, and also along the existing City of Grove City Corporation Line as previously mentioned, to the common corner of said Hicks tract and the Northwest corner of that 0.505 acre tract conveyed to Pamela K. Barton by deed of record in Instrument Number 201901300011388.

Thence in a southerly direction, a distance of approximately 220 feet along the existing City of Grove City Corporation Line as established by Ordinance Number C-41-01 as recorded in Instrument Number 200107190164533, and also the east line of said Hicks tract and the west line of said Barton tract, to the north right of way line of said White Road, said point being the northwest corner of that 0.069 acre tract conveyed to the City of Grove City by deed of record in Instrument Number 201403050026573 and the northeast corner of said 0.069 acre tract.

Thence in a westerly direction, along the northerly line of said 0.069 acre tract, and along the said existing City of Grove City Corporation Line, along the northerly right of way line of

said White Road, and along the southerly line of said Hicks Tract, a distance of 100 feet to the point of beginning of this description, and containing approximately 0.505 acres of land, more or less.

The above description was prepared by Brigitte Hicks on November 4th, 2025, from the best available county records. The information displayed was not derived from an actual field survey. The description is not valid for the transfer of real property and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

The total perimeter of annexation area is 640 feet more or less, of which 420 feet more or less is contiguous with The City of Grove City, having 66% contiguity.


Brigitte Hicks
971-533-6687
Brigitte.hicks01@gmail.com

Date: 12/09/25
Introduced By: Ms. Burroughs
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-55-25
1st Reading: 12/15/2025
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-55-25

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.023
OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN
BE FURNISHED TO 15.0+ ACRES LOCATED AT 5713 HAUGHN ROAD IN
JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 15.0+ acres located at 5713 Haughn Rd, in Jackson Township to the City of Grove City, Ohio, and signed by Leslie Garman, was filed with the Board of County Commissioners of Franklin County, Ohio; and

WHEREAS, a hearing on this petition is scheduled before the Board of County Commissioners of Franklin County; and

WHEREAS, Section 709.023(c) of the Ohio Revised Code requires that the legislative authority of the municipality to which the annexation is proposed adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon its annexation.

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

SECTION 1. Upon its annexation to the City of Grove City, the 15.0+ acres located at 5713 Haughn Road, proposed for annexation by Leslie Garman, will receive the following municipal services from the City of Grove City:

Fire:	Jackson Township will continue to provide Fire protection.
Police:	The City of Grove City, Police department, will provide police protection.
Water:	The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Sanitary Sewer:	The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Solid Waste Collection:	Subject property is now serviced by and will continue to be serviced by a

publicly bid contract for solid waste and recycling services.

Zoning:

In accordance with Section 1139.05(a) the Codified Ordinances of Grove City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:

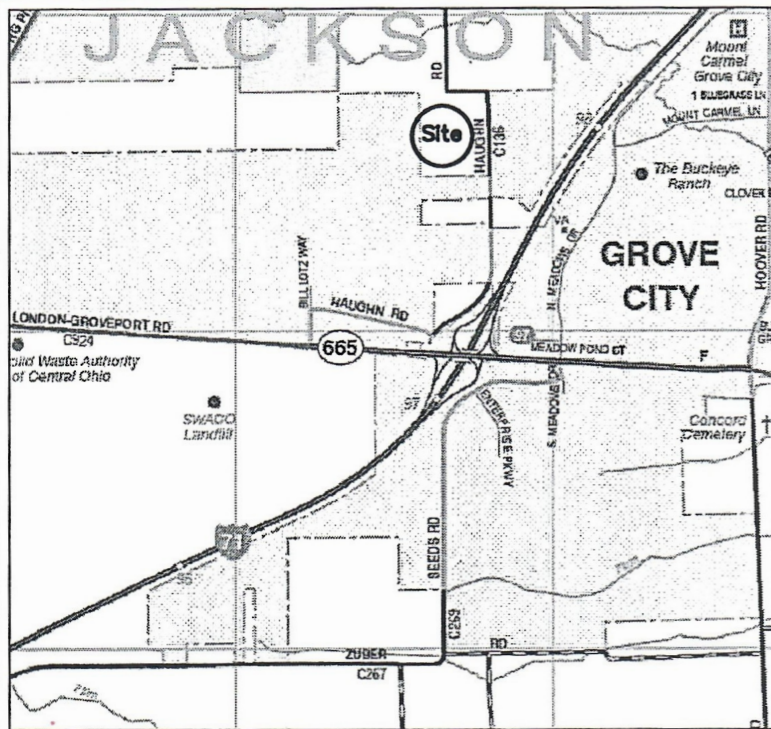
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law



Vicinity Map

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



Scale: 1" = 150'
November 6, 2025

Area to Be Annexed:



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

Existing City of Grove City Corp. Line

Proposed City of Grove City Corp. Line

MyersSurveying
COMPANY

2740 E. Main St., Bexley, Ohio 43209-2577
(614)235-8677 ~ (614)235-4559 fax
info@myerssurveying.com

m.o.# 5-09/30/2025

X -

T -

PROPOSED ANNEXATION OF ±15.3 ACRES

FROM: Jackson Township
TO: City of Grove City

RECEIVED

NOV 21 2025

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

131.091 Ac.
Solid Waste Authority of Central Ohio
I.N. 200406160138975
PID 040-010224

NORTHERLY
±564'

TRACT 2
10.0008 Ac.

TRACT 1
5.0012 Ac.

±748'
WESTERLY

5.2298 Ac.
William B. Collins and Cynthia L. Wing
I.N. 200007060133500
PID 160-002612

EASTERLY
±1140'

PID 160-002601
15.0020 Ac.
Vitality Ventures, LLC
I.N. 202308100080857
±15.3 Acres

NORTHERLY
±20'

131.091 Ac.
Solid Waste Authority of Central Ohio
I.N. 200406160138975
PID 040-010224

±420'
WESTERLY

C/L HAUGHN ROAD
(WIDTH VARIES)

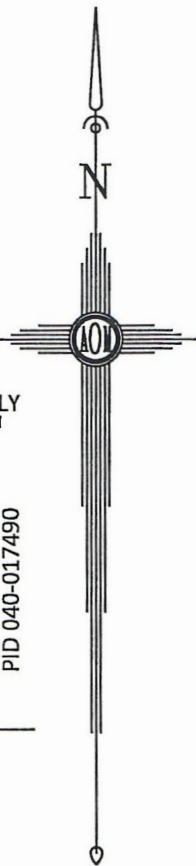
SOUTHERLY
±832'

P.O.B.
EASTERLY
±20'
51.058 Ac.
Haughn Road
Properties, LLC
I.N. 200211250300574
PID 040-017490

±584'
SOUTHERLY
21.683 Ac.
WM1 Corporation
I.N. 201108160101865
PID 040-017491

0.262 Ac.
City of Grove City, Ohio
I.N. 200010030200746

City of Grove City
Corporation Line
Case #07-22
Ord. #C-29-22
I.N. 202206280094932



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
ADAM W. FOWLER, P.E., P.S.
FRANKLIN COUNTY ENGINEER

BY: FDA/HS DATE: 11/21/2025

By: Paul T. Dinan, Professional Surveyor No. 7312

Date

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

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)



**ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
ADAM W. FOWLER, P.E., P.S.
FRANKLIN COUNTY ENGINEER**

BY: FDA/HS. DATE: 11/21/2025
MyersSurveying
COMPANY

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

RECEIVED

NOV 21 2025

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

November 6, 2025 Page 35 of 155

Date: 11-24-25
Introduced By: Ms. Anderson
Committee: Safety
Originated By: Ms. Anderson
Approved:
Emergency: 30 Days: X
Current Expense:

No.: C-49-25
1st Reading: 12/01/25
Public Notice: 12/02/25
2nd Reading: 12/15/25
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-49-25

AN ORDINANCE TO ADOPT CHAPTER 550 OF THE CITY OF GROVE CITY CODIFIED ORDINANCES TITLED UNLAWFUL DISCRIMINATION PROHIBITED

WHEREAS, Federal and State law expressly prohibit discriminatory practices in housing, employment, and public accommodations based on race, sex, color, religion, ancestry, national origin, age, disability, familial status, marital status, or military status; and

WHEREAS, Federal courts have interpreted the prohibition on discrimination on the basis of sex to include discrimination based on sexual orientation and gender identity in the employment context, but State of Ohio Courts have not yet done the same; and

WHEREAS, numerous municipalities have adopted ordinances prohibiting discrimination in housing, employment, and public accommodations based on those classes already protected by state and federal law and additional, unprotected classes including sexual orientation, gender identity, gender expression, and pregnancy; and

WHEREAS, the City of Grove City does not currently have an ordinance prohibiting discrimination in employment, housing and public accommodations; and

WHEREAS, the City desires to enact Chapter 550 under Part Five of the City of Grove City Codified Ordinances to prohibit unlawful discriminatory practices within the City; and

WHEREAS, the City desires to eliminate discrimination in Grove City based on race, color, religion, sex, national origin, age, disability, military status, status as a veteran or special disabled veteran, ancestry, familial status, pregnancy, sexual orientation, gender identity, or gender expression; and

WHEREAS, the City believes that adopting Chapter 550 promotes the general health, safety, and welfare of the City and its residents.

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

SECTION 1. Section 550 titled Unlawful Discrimination Prohibited is hereby enacted as follows:

Chapter 550 – Unlawful Discrimination Prohibited

550.01 Definitions

For the purposes of this Chapter, the following terms, phrases, and words shall have the meanings given to them herein.

“Age” means at least 40 years old, except as otherwise provided in this Chapter.

“Aggrieved individual” means an individual who claims to have been injured by an unlawful discriminatory act or practice described in this Chapter.

“Burial lot” means any lot for the burial of deceased individuals within any public burial ground or cemetery, including, but not limited to, cemeteries owned and operated by companies or associations incorporated for cemetery purposes.

“Common use areas” means rooms, spaces, or elements inside or outside a building that are made available for the use of residents of the building or their guests, and includes, but is not limited to, hallways, lounges, lobbies, laundry rooms, refuse rooms, mail rooms, recreational areas, and passageways among and between buildings.

“Complainant” means an aggrieved individual who, pursuant to the provisions of this section, files a written complaint alleging an unlawful discriminatory act or practice with the Law Director.

“Controlled substance” has the same meaning as in Ohio Rev. Code 3719.01.

“Covered multifamily dwellings” means buildings consisting of four or more units if such buildings have one or more elevators and ground floor units in other buildings consisting of four or more units.

“Disability” or “disabled” means a physical or mental impairment that substantially limits one or more major life activities, including the functions of caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; a record of a physical or mental impairment. “Disability” does not include any physiological disorder or condition, mental or psychological disorder, or disease or condition caused by an illegal use of any controlled substance if an employer, employment agency, personnel placement service, labor organization, or joint labor-management committee acts on the basis of that illegal use.

“Disabled tenant” means a tenant or prospective tenant who is an individual with a disability.

“Discriminate” means to differentiate and to treat differently people based on any protected class as defined herein.

“Discriminatory restrictive covenant” means any specification in a deed, land contract, or lease limiting the transfer, rental, lease, or other use of any housing accommodations because of race, color, religion, sex, national origin, age, familial status, disability, pregnancy, sexual orientation, gender identity, or gender expression, as a condition of affiliation or approval.

“Dwelling unit” means a single unit of residence for a family of one or more individuals.

“Employee” means an individual employed by any employer but does not include any individual employed in the domestic service of any person.

“Employer” includes any person who regularly employs for compensation four or more individuals, excluding the employer's parents, spouse, and children, including any person acting directly or indirectly in the interest of an employer, but does not include the United States or any State or political subdivision of a State, except for the City of Grove City, its departments, boards, commissions, and authorities.

“Employment agency” means any person who regularly endeavors, with or without compensation, to procure opportunities for employment or to procure, recruit, refer, or place employees.

“Familial status” means demonstrating any of the following characteristics, where “family” also includes an individual:

- A. One or more individuals who are under 18 years of age and who are domiciled with a parent or guardian having legal custody of the individual or domiciled, with the written permission of the parent or guardian having legal custody, with a designee of the parent or guardian;
- B. Any individual who is pregnant or in the process of securing legal custody of any individual who is under 18 years of age.

“Gender expression” means the external appearance of one's gender, usually expressed through behavior or appearance which may or may not conform to socially defined behaviors and characteristics typically associated with being either masculine or feminine.

“Gender identity” means an individual’s sense of having, or being perceived as having, a gender that may or may not be those traditionally associated with the individual’s assigned sex at birth.

“Hearing Officer” means the person appointed by the City Administrator or the Administrator’s designee to conduct a mediation and/or administrative hearing based on a complaint filed with the City alleging a discriminatory act or practice.

“Housing accommodations” means any buildings or structure or portion thereof which is used or occupied or is intended, arranged, or designed to be used or occupied as a home residence, dwelling, dwelling unit, or sleeping place of one or more individuals, groups or families whether or not living independently of each other; and any vacant land offered for sale or lease. It also includes any housing accommodations held or offered for sale or rent by a real estate broker, salesman, or agent, or by any other person pursuant to authorization of the owner, by the owner, or by such person's legal representative. “Housing accommodations” does not include any housing accommodations owned or operated by a religious organization when they are owned or operated for other than a commercial purpose and offered to individuals of the same religion.

“Labor organization” means any organization which exists for the purpose, in whole or in part, of collective bargaining or for other mutual aid or protection in relation to employment.

“Law Director” means the City of Grove City Law Director.

“Person” means one or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, and trustees in bankruptcy, receivers, and other organized groups of persons. It also includes, but is not limited to, any owner, lessor, assignor, builder, manager, broker, salesman, agent, employee, lending institution, and the City of Grove City.

“Physical or mental impairment” includes any of the following:

- A. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine.
- B. Any mental or psychological disorder, including, but not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, sickle cell, human immunodeficiency virus infection, intellectual disabilities, emotional illness, drug addiction, and alcoholism.
- C. “Physical or mental impairment” does not include any of the following:

1. Pedophilia, exhibitionism, voyeurism, or other sexual behavior disorders;
2. Compulsive gambling, kleptomania, or pyromania; or
3. Psychoactive substance use disorders resulting from current illegal use of controlled substances.

“Place of public accommodation” means any restaurant, bar, hotel, motel, bank or other financial services institution, barbershop, public transportation by air, land, or water, theater, store, other place for the sale of merchandise, or any other place of public accommodations, advantages, facilities, or privileges available to the public, provided it shall not apply to an agency of government other than the City.

“Protected class” means a classification of individuals based on one or more of the following characteristics: race, color, religion, sex, national origin, age, disability, military status, status as a veteran or special disabled veteran, ancestry, familial status, pregnancy, sexual orientation, gender identity, or gender expression.

“Public use areas” means interior or exterior rooms or spaces of a privately owned building that are made available to the public.

“Religious organization” means a not-for-profit church or integrated auxiliary of a church, as those terms are used by the United States Internal Revenue Service and includes any school that incorporates substantial religious teachings or religious practices of that church in that school. Religious organization does not include any hospital or medical facility that offers medical services to the public.

“Respondent” means the person who is alleged to have committed unlawful discriminatory acts or practices and who is identified in a written complaint filed by a complainant.

“Senior citizen” means an individual at least 60 years old.

“Sex” means male or female. The terms “because of sex” and “on the basis of sex” include pregnancy, any illness arising out of and occurring during the course of pregnancy, childbirth, or related medical conditions.

“Sexual orientation” means an individual’s actual or perceived heterosexuality, homosexuality, or bisexuality.

“Unlawful discriminatory practice” means any act prohibited by Chapter 550 of the Grove City Codified Ordinances.

550.02 Unlawful Discriminatory Employment Practices

(A) It shall be an unlawful discriminatory practice, except where based upon applicable federal regulations:

- (1) For any employer, because of an individual being in a protected class to fire without cause, to refuse to hire, or otherwise to discriminate against that individual with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.
- (2) For any employment agency to establish, announce, or follow a policy of denying or limiting the membership opportunities of any individual or group of individuals because of their inclusion in a protected class, or to comply with a request from an employer if the request directly or indirectly indicates that the employer fails to comply with the divisions of this Chapter.

- (3) For any labor organization to limit or restrict its membership because of an individual being in a protected class or to discriminate against or limit the employment opportunities of any individual as an employee because of that individual being in a protected class.
- (4) For any employer, employment agency, or labor organization to publish or circulate, or to cause to be published or circulated, any notice or advertisement relating to employment or membership which indicates any preference, limitation, specifications, or discrimination based upon a protected class.
- (5) For any employment agency to refuse or fail to accept, register, classify properly, or refer for employment or otherwise to discriminate against any individual because of their membership in a protected class.
- (6) For any employer, employment agency, or labor organization to use in the recruitment or hiring of individuals, any employment agency, placement service, labor organization, training school or center, or any other employee-referring source, proven to discriminate against individuals because of an individual's protected class.
- (7) For any labor organization to discriminate against any individual or limit that individual's employment opportunities, or otherwise adversely affect that individual's status as an employee, or that individual's wages, hours, or employment conditions, because of their membership in a protected class.
- (8) For an employment agency to comply with, accommodate, or otherwise assist with locating an employee related to a request from an employer if the request indicates, directly or indirectly, that the employer fails, or may fail, to comply with this Chapter.
- (9) For any labor organization to limit or classify its membership on the basis of any protected class.
- (10) Except where based on a bona fide occupational qualification certified in advance by an agency of the state or federal government or a political subdivision, for any employer, employment agency, personnel placement service, or labor organization, prior to employment or admission to membership, to either:
- (a) Elicit or attempt to elicit any information concerning the protected class status of an applicant for employment or membership;
 - (b) Use any form of application for employment or personnel or membership seeking to elicit information regarding an individual's protected class status. However, an employer, employment agency, or labor organization holding a contract with the government of the United States may be required to follow federal law as a condition of the contract.
- (11) For any employer, employment agency or labor organization to discriminate against any individual because that individual has opposed any practice forbidden by this Chapter, or because that individual has made a complaint or assisted in any manner in any investigation or proceeding under Section 550.05 of the Grove City Codified Ordinances.
- (12) For any employer to discriminate against an individual with a disability by:
- (a) Limiting, segregating, or classifying a job applicant or employee in a way that adversely affects the opportunities or status of such applicant or employee because of the disability of such applicant or employee;

(b) Denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, if such denial is based on the need of such employer to make reasonable accommodations to the physical or mental impairments of the employee or applicant;

(c) Failing to make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual who is an applicant or employee, unless the employer can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the employer;

(d) Denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, on the basis of such disabled individual's use of a service animal, provided nothing in this section shall be construed to require any employer, as a reasonable accommodation, to provide a service animal to a disabled individual.

(13) For any employer to discriminate against a birth parent because of pregnancy, childbirth, or related medical conditions for any employment-related purposes, including receipt of benefits under fringe benefit programs, or to fail to treat a birth parent with pregnancy related conditions the same as other individuals not so affected but similar in their ability or inability to work.

(14) It shall be an unlawful employment practice for a covered entity to:

(a) Not make reasonable accommodations to the known limitations related to the pregnancy, childbirth, or related medical conditions of a job applicant or employee, unless such covered entity can demonstrate that the accommodation would impose an undue hardship on the operation of the business of such covered entity;

(b) Require a job applicant or employee affected by pregnancy, childbirth, or related medical conditions to accept an accommodation that such applicant or employee chooses not to accept, if such accommodation is unnecessary to enable the applicant or employee to perform their job;

(c) Deny employment opportunities to a job applicant or employee, if such denial is based on the need of the covered entity to make reasonable accommodations to the known limitations related to the pregnancy, childbirth, or related medical conditions of an employee or applicant;

(d) Require an employee to take leave, whether paid or unpaid, if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth, or related medical conditions of an employee; or

(e) Take adverse action in terms, conditions, or privileges of employment against an employee on account of the employee requesting or using a reasonable accommodation to the known limitations related to the pregnancy, childbirth, or related medical conditions of the employee.

(15) For any employer to discriminate against an employee or potential employee because of age in offering any job opening or in the discharge of an employee without just cause who is physically able to perform the duties and otherwise meets the established requirements of the job and laws pertaining to the relationship between employer and employee.

(B) With regard to age, it shall not be an unlawful discriminatory practice and it shall not constitute a violation of this Chapter for any employer, employment agency, joint labor-management committee controlling apprenticeship training programs, or labor organization to:

(1) Establish bona fide employment qualifications reasonably related to the particular business or occupation that may include standards for skill, aptitude, physical capability, intelligence, education, maturation, and experience;

(2) Observe the terms of a bona fide seniority system or any bona fide employee benefit plan, including, but not limited to, a retirement, pension, or insurance plan, that is not a subterfuge to evade the purposes of this section. However, no such employee benefit plan shall excuse the failure to hire any individual, and no such seniority system or employee benefit plan shall require or permit the involuntary retirement of any individual, because of the individual's age except as provided for in the "Age Discrimination in Employment Act Amendment of 1978," 29 U.S.C.A. 623, as amended by the "Age Discrimination in Employment Act Amendments of 1986," 29 U.S.C.A. 623, as amended, or as later amended;

(3) Retire an employee who has attained sixty-five years of age who, for the two-year period immediately before retirement, was employed in a bona fide executive or a high policymaking position, if the employee is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit-sharing, savings, or deferred compensation plan, or any combination of those plans of the employer, which equals, in the aggregate, at least forty-four thousand dollars, in accordance with the conditions of the "Age Discrimination in Employment Act Amendment of 1978," 29 U.S.C.A. 631, as amended by the "Age Discrimination in Employment Act Amendments of 1986," 29 U.S.C.A. 631, as amended, or as later amended;

(4) Observe the terms of any bona fide apprenticeship program if the program is registered with the Ohio apprenticeship council pursuant to Ohio Rev. Code 4139.01 to 4139.06 and is approved by the federal committee on apprenticeship of the United States Department of Labor.

(C) Nothing in this Chapter shall be construed to prohibit any of the following:

(1) The designation of uniform age the attainment of which is necessary for public employees to receive pension or other retirement benefits pursuant to Ohio Rev. Code Chapters 145, 742, 3307, 3309, or 5505;

(2) The establishment of maximum age requirements for original appointment to a police department or fire department pursuant to Ohio Rev. Code 124.41 and 124.42;

(3) Any establishment of a maximum age not in conflict with federal law that may be established by a municipal charter, municipal ordinance, or resolution of a board of township trustees for original appointment as a police officer or firefighter;

(4) Any establishment of a mandatory retirement provision not in conflict with state, federal law, or local charter, municipal ordinance, or resolution pertaining to police officers and firefighters.

(D) Nothing in this section shall be construed to require an individual with a disability to be employed or trained under circumstances that would significantly increase the occupational hazards affecting either the individual with a disability, other employees, the general public, or the facilities in which the work is to be performed, or to require the employment or training of an individual with a disability in a job that requires the individual with a disability routinely to undertake any task, the performance of which is substantially and inherently impaired by the individual's disability.

(E) Nothing in this Chapter shall prohibit an employer, employment agency, personnel placement service, labor organization, or joint labor-management committee from:

(1) Adopting or administering reasonable policies or procedures, including, but not limited to, testing for the illegal use of any controlled substance, that are designed to ensure that an individual no longer is engaging in the illegal use of any controlled substance. For purposes of this Chapter, a test to determine the illegal use of any controlled substance does not include a medical examination;

(2) Prohibiting the illegal use of controlled substances and the use of alcohol at the workplace by employees;

(3) Requiring that employees not be under the influence of alcohol or not be engaged in the illegal use of any controlled substance at the workplace;

(4) Requiring that employees behave in conformance with the requirements established under "The Drug-Free Workplace Act of 1988," 41 U.S.C.A. 701, as amended;

(5) Holding an employee who engages in the illegal use of any controlled substance or who is an alcoholic to the same qualification standards for employment or job performance, and the same behavior, to which the employer, employment agency, personnel placement service, labor organization, or joint labor-management committee holds other employees, even if any unsatisfactory performance or behavior is related to an employee's illegal use of a controlled substance or alcoholism;

(6) Exercising other authority recognized in the "Americans with Disabilities Act of 1990," 42 U.S.C.A. 12101, as amended, including, but not limited to, requiring employees to comply with any applicable federal standards.

(F) For any person, whether or not an employer, employment agency or labor organization, to aid, incite, compel, coerce, or participate in the doing of any act declared to be an unlawful discriminatory practice, or to obstruct or prevent any person from enforcing or complying with the provisions of this section, or to attempt directly or indirectly to commit any act declared by this section to be an unlawful discriminatory practice, or to obstruct or prevent any person from enforcing or complying with the provisions of this section.

(G) This section does not apply to a religious corporation, association, educational institution, or society with respect to the employment of an individual of a particular religion to perform work connected with the carrying on by that religious corporation, association, educational institution, or society of its activities.

550.03 Unlawful Discriminatory Housing Practices

(A) Subject to Ohio Rev. Code 4112.024 it shall be an unlawful discriminatory housing practice for any person or entity to do any of the following:

(1) Refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of an individual's membership in a protected class.

(2) Represent to any individual that housing accommodations are not available for inspection, sale, or rental, when in fact they are available, and the representation of unavailability is based on the individual seeking accommodation being a member of a protected class.

(3) Discriminate against any individual in the making or purchasing of loans or the provision of other financial assistance for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations, or any individual in the making or purchasing of loans or the provision of other financial assistance that is secured by residential real estate, because of that individual being in a protected class, or because the neighborhood in which the housing accommodations are located is

composed of one or more protected classes, provided that the person, whether an individual, corporation, or association of any type, lends money as one of the principal aspects or incident to the person's principal business and not only as a party of the purchase price of an owner-occupied residence the person is selling nor merely causally or occasionally renting to a relative or friend;

(4) Discriminate against any individual in the terms or conditions of selling, transferring, assigning, renting, or subleasing any housing accommodations or in furnishing facilities, services, or privileges in connection with the ownership, occupancy, or use of any housing accommodations, including the sale of fire, extended coverage, or homeowners insurance, because the individual is in a protected class, or because of the composition, in terms of protected class, of the neighborhood in which the housing accommodations are located;

(5) Discriminate against any individual in the terms or conditions of any loan of money, whether or not secured by a mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations because of the individual being a member of a protected class, or because of the composition, in terms of protected class, of the neighborhood in which the housing accommodations are located;

(6) Refuse to consider without prejudice the combined income of both lawfully-married spouses for the purpose of extending mortgage credit to a married couple or either member of a married couple;

(7) Except as otherwise provided in this section, make any inquiry, elicit any information, or use any form of application containing questions or entries concerning an individual's protected class status in connection with the sale or lease of any housing accommodations or the loan of any money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations. Any person may make inquiries, and make and keep records, concerning an individual's status as a member of a protected class for the purpose of monitoring compliance with this Chapter.

(8) Include in any deed, land contract, transfer, rental, or lease of housing accommodations any discriminatory restrictive covenant, or honor or exercise, or attempt to honor or exercise, any discriminatory restrictive covenant;

(9) Induce or solicit, or attempt to induce or solicit, a housing accommodations listing, sale, or transaction by representing that a change has occurred or may occur with respect to the protected class composition of the neighborhood in which the housing accommodations are located, or induce or solicit, or attempt to induce or solicit, a housing accommodations listing, sale, or transaction by representing that the presence or anticipated presence of individuals of any protected class in the neighborhood will or may have results including, but not limited to, the following:

(a) The lowering of property values;

(b) A change in the composition, in terms of a protected class, of the neighborhood;

(c) An increase in criminal or antisocial behavior in the neighborhood;

(d) A decline in the quality of the schools serving the neighborhood.

(10) Discourage or attempt to discourage the purchase by a prospective purchaser of housing accommodations, by representing that any neighborhood has undergone or might undergo a change in composition with respect to a protected class;

(11) Deny any individual access to or membership or participation in any multiple-listing service, real estate broker's organization, or other service, organization, or facility relating to the business of selling or renting housing accommodations, or discriminate against any individual in the terms or conditions of that access, membership, or participation, because of the individual being in a protected class;

(12) Discriminate in any manner against any individual because that individual has opposed any unlawful practice defined in this Chapter, or because that individual has made a charge, testified, assisted, or participated in any manner, in any investigation, proceeding, or hearing under the provisions of this Chapter;

(13) Refuse to sell, transfer, assign, rent, lease, sublease, or finance, or otherwise deny or withhold, a burial lot from any individual because of that individual being in a protected class, or because of any prospective owner or user of the lot being in a protected class;

(14) Discriminate in the sale or rental of, or otherwise make unavailable or deny, housing accommodations to any buyer or renter because of the protected class status of any of the following:

(a) The buyer or renter;

(b) An individual residing in or intending to reside in the housing accommodations after they are sold, rented, or made available;

(c) Any individual associated with the individual described in this section.

(15) Discriminate in the terms, conditions or privileges of the sale or rental of housing accommodations to any individual or in the provision of services or facilities to any individual in connection with the housing accommodations because of the protected class of any of the following:

(a) That individual;

(b) An individual residing in or intending to reside in the housing accommodations after they are sold, rented, or made available;

(c) Any individual associated with the individual described in this section.

(16) Except as otherwise provided in this section, make an inquiry of an applicant to determine the protected class of the applicant for the sale or resale of housing accommodations, an individual residing in or intending to reside in the housing accommodations after they are sold, rented, or made available, or any individual associated with such individuals. The following inquiries may be made of all applicants for the sale or rental of housing accommodations, regardless of the applicant's protected class:

(a) An inquiry into an applicant's ability to meet the requirements of ownership or tenancy;

(b) An inquiry to determine whether an applicant is qualified for housing accommodations available only to individuals with disabilities or individuals with a particular type of disability;

(c) An inquiry to determine whether an applicant is qualified for a priority available to individuals with disabilities or individuals with a particular type of disability;

(d) An inquiry to determine whether an applicant currently uses a controlled substance in violation of Ohio Rev. Code 2925.11 or a substantively comparable municipal ordinance;

(e) An inquiry to determine whether an applicant at any time has been convicted of or pleaded guilty to any offense, an element of which is the illegal sale, offer to sell, cultivation, manufacture, other production, shipment, transportation, delivery, or other distribution of a controlled substance.

(17) Refuse to permit, at the expense of an individual with a disability, reasonable modifications of existing housing accommodations that are occupied or to be occupied by the individual with a disability, if the modifications may be necessary to afford the individual with a disability full enjoyment of the housing accommodations. This division does not preclude a landlord of housing accommodations that are rented or to be rented to a disabled tenant from conditioning permission for a proposed modification upon the disabled tenant's doing one or more of the following:

(a) Providing a reasonable description of the proposed modification and reasonable assurances that the proposed modification will be made in a workerlike manner and that any required building permits will be obtained prior to the commencement of the proposed modification;

(b) Agreeing to restore at the end of the tenancy the interior of the housing accommodations to the condition they were in prior to the proposed modification, but subject to reasonable wear and tear during the period of occupancy, if it is reasonable for the landlord to condition permission for the proposed modification upon the agreement;

(c) Paying into an interest bearing escrow account that is in the landlord's name, over a reasonable period of time, a reasonable amount of money not to exceed the projected costs at the end of the tenancy for the restoration of the interior of the housing accommodations to the condition they were in prior to the proposed modification, but subject to reasonable wear and tear during the period of occupancy, if the landlord finds the account reasonably necessary to ensure the availability of funds for the restoration work. The interest earned in connection with an escrow account described in this division shall accrue to the benefit of the disabled tenant who makes payments into the account.

(18) Condition permission for a proposed modification of a dwelling unit upon a disabled tenant's payment of a security deposit that exceeds the customarily required security deposit of all tenants of the particular housing accommodations.

(19) Refuse to make reasonable accommodations in rules, policies, practices, or services when necessary to afford an individual with a disability equal opportunity to use and enjoy a dwelling unit, including associated public and common use areas.

(20) Fail to comply with the standards and rules adopted under Ohio Rev. Code 3781.111(A).

(21) Discriminate against any individual in the selling, brokering, or appraising of real property because of the individual being in a protected class.

(22) Fail to design and construct covered multifamily dwellings for first occupancy in accordance with the following conditions:

(a) The dwellings shall have at least one building entrance on an accessible route, unless it is impractical to do so because of the terrain or unusual characteristics of the site;

(b) With respect to dwellings that have a building entrance on an accessible route, all of the following apply:

(i) The public use areas and common use areas of the dwellings shall be readily accessible to and usable by an individual with a disability.

(ii) All the doors designed to allow passage into and within all premises shall be sufficiently wide to allow passage by an individual with a disability who is in a wheelchair.

(iii) All premises within covered multifamily dwelling units shall contain an accessible route into and through the dwelling; all light switches, electrical outlets, thermostats, and other environmental controls within such units shall be in accessible locations; the bathroom walls within such units shall contain reinforcements to allow later installation of grab bars; and the kitchens and bathrooms within such units shall be designed and constructed in a manner that enables an individual in a wheelchair to maneuver about such rooms.

(23) For any person to discriminate in any manner against any individual because that individual has opposed any unlawful discriminatory practice defined in this section or because that individual has made a charge, testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under this Chapter or Ohio Rev. Code 4112.01 to 4112.07.

(24) For any person to knowingly aid or abet the doing of any act declared by this section to be an unlawful discriminatory practice, to knowingly obstruct or prevent any person from complying with this Chapter or any order issued under it, or to knowingly attempt directly or indirectly to commit any act declared by this section to be an unlawful discriminatory practice.

(B) Nothing in this Chapter limits the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.

(C) Nothing in this Chapter shall bar any bona fide private or fraternal organization that incidental to its primary purpose, owns or operates lodgings for other than a commercial purpose, from limiting the rental or occupancy of the lodgings to its members or from giving preference to its members.

(D) Nothing in this Chapter prohibits owners or managers of housing accommodations from implementing reasonable occupancy standards based on the number and size of sleeping areas or bedrooms and the overall size of a dwelling unit, provided that the standards are not implemented to circumvent the purposes of this Chapter and are formulated, implemented, and interpreted in a manner consistent with this Chapter and any applicable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.

(E) Nothing in this Chapter requires that housing accommodations be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

(F) Nothing in this Chapter pertaining to unlawful discriminatory practices shall be construed to apply to "housing for older persons" as defined and provided in 42 U.S.C. 3607(b)(2), as amended.

(G) Nothing in this Chapter shall be construed to require any person selling or renting property to modify the property in any way or to exercise a higher degree of care for an individual with a disability, to relieve any individual with a disability of any obligation generally imposed on all individuals regardless of disability in a written lease, rental agreement, or contract of purchase or sale, or to forbid distinctions based on the inability to fulfill the terms and conditions, including financial obligations, of the lease, agreement, or contract.

550.04 Unlawful Discriminatory Practices in Public Accommodations

(A) No owner, operator, or manager of a place of public accommodation shall deny to any individual or permit any employee to deny to any individual, except for reasons applicable to all individuals regardless of them being in a protected class, the full enjoyment of the accommodations, advantages, facilities, or privileges of the place of public accommodation.

(B) No owner, operator, or manager of a place of public accommodation shall deny to any individual with a disability the full enjoyment of the accommodations, advantages, facilities, or privileges of the place of public accommodation because of such individual's use of a service animal, provided:

(1) The disabled individual using the service animal may be prohibited from having the service animal present in the place of public accommodation if:

(a) The animal is out of control, as provided by 28 CFR 35.136(d), and the animal's handler does not take effective action to control it; or

(b) The animal is not housebroken.

(2) If it is not readily apparent what service a service animal provides, the owner, operator, manager, or an employee of a place of public accommodation may make the following two inquiries:

(a) Whether the service animal is required because of the disabled individual's disability, provided an inquiry may not be made as to:

(i) The disabled individual's disability; or

(ii) The disabled individual's medical condition or requirements.

(b) What work or tasks has the animal been trained to perform, provided an inquiry may not be made as to any special identification or training documentation for the animal, and the animal shall not be required to demonstrate its training or abilities.

(3) The owner, operator, manager, or employees of a place of public accommodation are not required to provide care or food for the service animal.

(C) No person shall aid, abet, or participate in the doing of any act declared to be an unlawful discriminatory practice under this section.

(D) Unless otherwise prohibited by law, nothing in this section shall be construed to prohibit any person from offering senior citizen price discounts or other privileges exclusively for the benefit of senior citizens.

(E) Nothing in this section shall prohibit a religious or denominational institution, organization, society, or association or any nonprofit charitable or education organization that is operated, supervised, or controlled by or in connection with a religious organization from limiting its offerings of goods, services, facilities, and accommodations to persons of the same religion, or from giving preference to such persons, provided that such offerings mentioned above are not, in fact, offered for commercial purposes or supported by public funds.

(F) Nothing in this section shall be construed to require the modification of existing facilities or the construction of new or additional facilities.

550.05 Complaint Procedure

(A) Filing a Complaint

- (1) An individual may file with the Grove City Law Director a notarized, sworn statement in writing which alleges facts and circumstances, including relevant locations, dates, times, and individuals, of an unlawful discriminatory act(s) or practice(s), that said acts occurred within the City of Grove City corporate limits, that the discriminatory act or practice was directed at the complainant, and which identifies the person who committed the alleged unlawful discriminatory act or practice.
- (2) At the same time the complaint is filed, the complainant shall provide in writing the complainant's mailing address, telephone number, and email address to the Law Director.
- (3) The complaint shall be rejected by the Law Director if any of the following apply:
 - (a) The complaint is presented more than 180 days after the most recent unlawful discriminatory act or practice alleged in the complaint;
 - (b) The incident did not occur within the City of Grove City;
 - (c) A collective bargaining agreement to which the City is a party requires the investigation to be conducted pursuant to that agreement's terms;
 - (d) The complaint fails to include all of the information required by (A)(1) of this section or fails to provide contact information as required by (A)(2) of this section.
- (4) The Law Director shall date stamp the complaint immediately upon receipt and provide a copy to the City Administrator.
- (5) The Law Director shall retain the original date stamped complaint and shall open and maintain a file on the matter during the pendency of any actions related to the complaint and for as long as required by the City's Records Retention Schedule.

(B) Investigation of Complaint.

(1) If the charge of discrimination alleges a violation based on a protected class and/or any other class or characteristic protected under state or federal law, then the Law Director shall instruct the complainant to file a charge of discrimination with the Ohio Civil Rights Commission (OCRC) or Equal Employment Opportunity Commission (EEOC). The Law Director shall provide this direction and contact information for the OCRC or EEOC to the complainant within 10 days of the charge being filed with the City.

If the OCRC or EEOC refuses to review the complaint because of a lack of time or resources, the complainant may, within 30 days of the refusal, request the Law Director to review the original charges filed and to proceed under Chapter 550.05(B)(2)-(5) and 550.05(C). If the OCRC or EEOC dismisses a complaint for lack of probable cause, the Law Director shall have no authority to review the complaint and the City's file of the complaint shall be closed.

(2) Upon receipt of the copy of the complaint and a determination that the discrimination alleged is not already protected under state or federal law, the Law Director, in consultation with the Mayor, shall hire outside counsel to perform an independent review and investigation of the complaint and the situation and acts outlined therein.

(3) Outside counsel shall perform all necessary fact-finding including interviews of the complainant, witnesses, and respondent as well as any additional necessary steps to determine if probable cause for the complaint exists.

(4) Upon completion of the investigation, outside counsel shall provide a written determination to the Law Director about whether or not probable cause exists for the complaint.

(5) Upon receipt of outside counsel's determination, the Law Director, in consultation with the City, can either dismiss the complaint or forward the complaint to an independent hearing officer. The Law Director retains the authority to forward the complaint to a hearing officer, appointed by the Mayor, even if outside counsel determines there is not probable cause for the complaint.

(C) Role and Duties of Hearing Officer.

(1) If a Hearing Officer is appointed, the Hearing Officer shall have the authority to:

(a) Schedule and oversee a mediation between the complainant and respondent;

(b) Conduct an administrative hearing;

(c) Provide to all the parties, witnesses, and Law Director timely notice of the hearing date, time, and location;

(d) Set, change as necessary, and timely communicate to the parties such reasonable procedural rules as the Hearing Officer deems appropriate;

(e) Issue subpoenas and direct the exchange of discovery.

(2) At the conclusion of the administrative hearing the Hearing Officer shall issue to the parties and the Law Director a final written decision to include findings of fact and conclusions of law:

(a) If the Hearing Officer finds the respondent either did engage or continues to engage in unlawful discriminatory acts or practices under this Chapter, and the Hearing Officer deems it appropriate, the Hearing Officer's final written decision may include the issuance to the respondent of orders to cease and desist and imposition of such other sanctions as provided by this Chapter; or

(b) If the Hearing Officer deems it appropriate, the Hearing Officer's final written decision may include the issuance of a Notice of Dismissal.

(3) If the final decision of the Hearing Officer includes the issuance to the respondent of orders to cease and desist the unlawful discriminatory acts or practices, such orders to cease and desist shall specify a time period for the respondent's compliance.

(4) The final decision of the Hearing Officer may include the imposition upon the respondent of reasonable costs of the outside counsel. The costs of the Hearing Officer shall not be assessed against the respondent. Attorney fees shall not be assessed against the respondent. Damages and other expenses incurred by the complainant shall not be assessed against the respondent.

(5) The final decision of the Hearing Officer may include the imposition upon the respondent of a civil penalty payable to the City as follows:

(a) For a first-time offense, a civil penalty not to exceed \$1,000;

(b) If the respondent has been found by the Hearing Officer to have committed one violation of this Chapter during the five-year period immediately preceding the date upon which the complaint was filed with the Law Director, a civil penalty not to exceed \$2,500;

(c) If the respondent has been found by the Hearing Officer to have committed two or more violations of this Chapter during the five-year period immediately preceding the date upon which the complaint was filed with the Law Director, a civil penalty not to exceed \$5,000.

(6) The final decision of the Hearing Officer may not include any orders for reinstatement of employment, refund of monies paid, or other mitigation of damages, or any other orders for corrections or sanctions, except as provided in this section.

(7) The final decision of the Hearing Officer shall be in writing and served by ordinary mail on the respondent and complainant. The documents shall be deemed received and properly served upon the respondent five days following the mailing thereof. Copies of the final decision shall also be sent to the Law Director.

(8) The decision of the Hearing Officer may be appealed pursuant to the provisions of Ohio Rev. Code 2506.

(D) City of Grove City as Respondent.

(1) If the Hearing Officer finds a violation occurred, and the respondent is the City of Grove City or one of its boards, commissions, departments, divisions, officials, or employees, the Hearing Officer shall issue a notice of violation, without any orders and without specifying any sanction and the Hearing Officer shall take no further action.

(2) If the Hearing Officer issues a notice of violation to the City, at a reasonable time following receipt of the notice of violation, the Grove City City Council shall, at an open public meeting of City Council, take such actions and impose such remedies as City Council deems appropriate.

550.06 Failure to Comply with Grove City Subpoena.

No person shall fail to comply with a subpoena issued by the Hearing Officer. Whoever violates this section is guilty of failure to comply with a Grove City subpoena, a misdemeanor of the fourth degree.

550.07 Failure to Comply with Order of Hearing Officer.

No person shall fail to comply with any portion of an order issued by the Hearing Officer within thirty days following service of the order or such period as the order provides, whichever is greater. Whoever violates this section is guilty of failure to comply with an order of the Hearing Officer, a misdemeanor of the first degree.

550.08 Failure to Pay Financial Sanctions Imposed by the Hearing Officer.

If a civil penalty, costs or both are imposed by the Hearing Officer on the respondent, and any portion remains unpaid thirty days following service of the order or following the expiration of the time period designated by the Hearing Officer, the City may institute civil enforcement proceedings against the respondent.

SECTION 2. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11-24-25
Introduced By: Ms. Anderson
Committee: Safety
Originated By: Mr. Holt
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-50-25
1st Reading: 12/01/25
Public Notice: 12/02/25
2nd Reading: 12/15/25
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-50-25

AN ORDINANCE TO AMEND SECTION 376.02 OF THE CODIFIED ORDINANCES TITLED RESTRICTIONS

WHEREAS, under the current Grove City Codified Ordinances, golf carts are prohibited on sidewalks and shared-use paths; and

WHEREAS, in certain instances, it may be beneficial/necessary for golf carts to use shared-use paths; and

WHEREAS, this amendment would allow the Director of Public Safety to evaluate and permit such use if it is appropriate and can be done in a manner that is safe.

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

SECTION 1. Section 376.02 of the Grove City Code Titled Restrictions is hereby amended as follows:

376.02 RESTRICTIONS.

(h) No person shall operate a low- speed or under-speed vehicle upon any sidewalk ~~or shared-use path~~.

(i) **No person shall operate a low- speed or under-speed vehicle upon a shared-use path unless the path is posted with appropriate signs specifically permitting use by low- speed or under- speed vehicles.**

(i) Except as otherwise provided in this division, whoever violates division (a), (b), (c), (d), (f), (h) or **(i)** of this section is guilty of a minor misdemeanor. If within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

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

Christine A. Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11-24-25
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-51-25
1st Reading: 12-01-25
Public Notice: 12-02-25
2nd Reading: 12-15-25
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-51-25

AN ORDINANCE TO AMEND AND EXTEND THE PINNACLE NO. 1 INCENTIVE DISTRICT, THE PINNACLE NO. 2 INCENTIVE DISTRICT, AND THE PINNACLE NO. 3 INCENTIVE DISTRICT

WHEREAS, pursuant to Ohio Revised Code (“ORC”) 5709.40, 5709.42, and 5709.43 (collectively, the “Tax Increment Financing Statutes”) this Council on September 20, 2004, passed Ordinance No. C-86-04 (the “TIF Ordinance”) thereby creating the Pinnacle No. 1 Incentive District (“Pinnacle No. 1 District”), Pinnacle No. 2 Incentive District (“Pinnacle No. 2 District”), and Pinnacle No. 3 Incentive District (“Pinnacle No. 3 District”, and collectively with Pinnacle No. 1 District and Pinnacle No. 2 District, the “Incentive Districts” or each individually as an “Incentive District”) in the City and declaring improvements to parcels of real property within the District (as described and depicted in the TIF Ordinance on Exhibit A-1, Exhibit A-2 and Exhibit A-3 of the TIF Ordinance and referred to therein and herein collectively as the “Property” with each parcel comprising the Property being referred to as a “Parcel,” and the Property is depicted and show on Exhibit A-1, Exhibit A-2 and Exhibit A-3 attached hereto and made a part hereof) to be a public purpose, exempting those improvements from real property taxation for a period of 30 years, specifying public infrastructure improvements (as described in the TIF Ordinance and referred to as the “Public Improvements”) to be made to benefit the Property, providing for the making of service payments in lieu of taxes (the “Service Payments”) by the owner(s) thereof, and establishing a municipal public improvement tax increment equivalent fund into which those Service Payments were to be deposited, and providing for payments to the South-Western City School District (the “School District”) out of the Service Payments; and

WHEREAS, ORC Section 5709.40(L) permits the life for an incentive district formed before January 1, 2006, to be extended for a period not to exceed fifteen (15) years, and this Council desires to amend the TIF Ordinance to extend, for fifteen (15) additional years, the life of the Incentive Districts and the exemption from taxation of improvements to the Property granted pursuant to the TIF Ordinance; and

WHEREAS, notice of this amendment to the TIF Ordinance has been timely delivered to the School District in accordance with ORC Sections 5709.40 and 5709.83 and to the Franklin County Board of Commissioners in accordance with ORC Section 5709.40(L);

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

SECTION 1. TIF Ordinance Amendment and Tax Exemption Extension. The TIF Ordinance is hereby amended, pursuant ORC 5709.40(L), to extend the life of the Incentive Districts and the exemption from taxation of improvements to the Property for a period of fifteen (15) years from the end of the current life and term of exemption, as determined by Section 1 of the TIF Ordinance (the “Extension Period”). In connection therewith, Section 1 and Section 2 of the TIF Ordinance are hereby amended and restated to provide as follows:

“Section 1. Creation of Incentive Districts. Pursuant to and in accordance with the provisions of the Tax Increment Financing Statutes, this Council hereby creates the “Pinnacle No. 1 Incentive District”, the “Pinnacle No. 2 Incentive District”, and the “Pinnacle No. 3 Incentive District”, the boundaries of which shall be coterminous with the boundaries of the of the Parcels included therein, which Parcels and respective Districts are also identified on Exhibit A-1, Exhibit A-2 and Exhibit A-3 attached hereto. Each District shall have a life commencing on the effective date of this ordinance and terminating on December 31 of the last year in which “Service Payments” (as defined below) have been paid in connection with Improvements on the Property. Pursuant to Section 5709.40(A)(5), the engineer for the City has certified to this Council that (a) each District is located in the City, (b) the total acreage of each Incentive District is not more than 300 acres, (c) each District is enclosed by a continuous boundary, and (d) the existing public infrastructure serving the Districts is inadequate to meet the development needs of the Districts as evidenced by the Development Plan.”

“Section 2. Tax Exemption. Pursuant to and in accordance with the provisions of the TIF Statues, this Council finds and determines that 100% of the applicable increase in assessed value of the Property and each Parcel therein subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the “*Improvement*” as defined in Section 5709.40 of the Ohio Revised Code) is hereby declared to be a public purpose, and shall be exempt from taxation for a period commencing with the tax year in which any Improvement first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of this Ordinance and ending on the earlier of (a) Forty-five (45) years after such exemption commenced, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.40 and 5709.42 of the Ohio Revised Code.”

SECTION 2. Distribution of Payments to the School District. Pursuant to ORC Section 5709.40(L)(3)(a) and consistent with Sections 3 and 4 of the TIF Ordinance, the Treasurer of Franklin County, Ohio shall pay directly to the School District from Service Payments and Property Tax Rollback Payments, as defined in the TIF Ordinance, for each year of the Extension Period for each Parcel of the Property, compensation equal in value to the amount of taxes that would be payable to the School District from that Parcel if the Improvement to that Parcel of the Property had not been exempted from taxation for the Extension Period, and shall distribute all remaining amounts to the City into the respective Funds, as defined in the TIF Ordinance.

SECTION 3. Public Infrastructure Improvements. Exhibit B, Public Infrastructure of the TIF Ordinance, attached hereto as the “Original Exhibit B,” is hereby amended and restated to provide as set forth on the Amended and Restated Exhibit B, attached hereto as Exhibit B and including the Original Exhibit B, Public Infrastructure attached hereto and incorporated herein by reference.

SECTION 4. TIF Ordinance Remains in Full Force and Effect. Except as provided herein, all other provisions of the TIF Ordinance shall remain in full force and effect. The Mayor, City Administrator, the Clerk of Council, the Director of Law, the Director of Finance, or other appropriate officers of the City are further authorized to provide such information and to execute, certify or furnish such other documents, and to do all of the things as are necessary for and incidental to carrying out the provisions of this Ordinance.

SECTION 5. The Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage.

SECTION 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 7. This Ordinance shall take effect at the earliest opportunity allowed by law.

Christine A. Houk, President of Council

Passed:

Effective: _____ Richard L. Stage, Mayor

Attest:

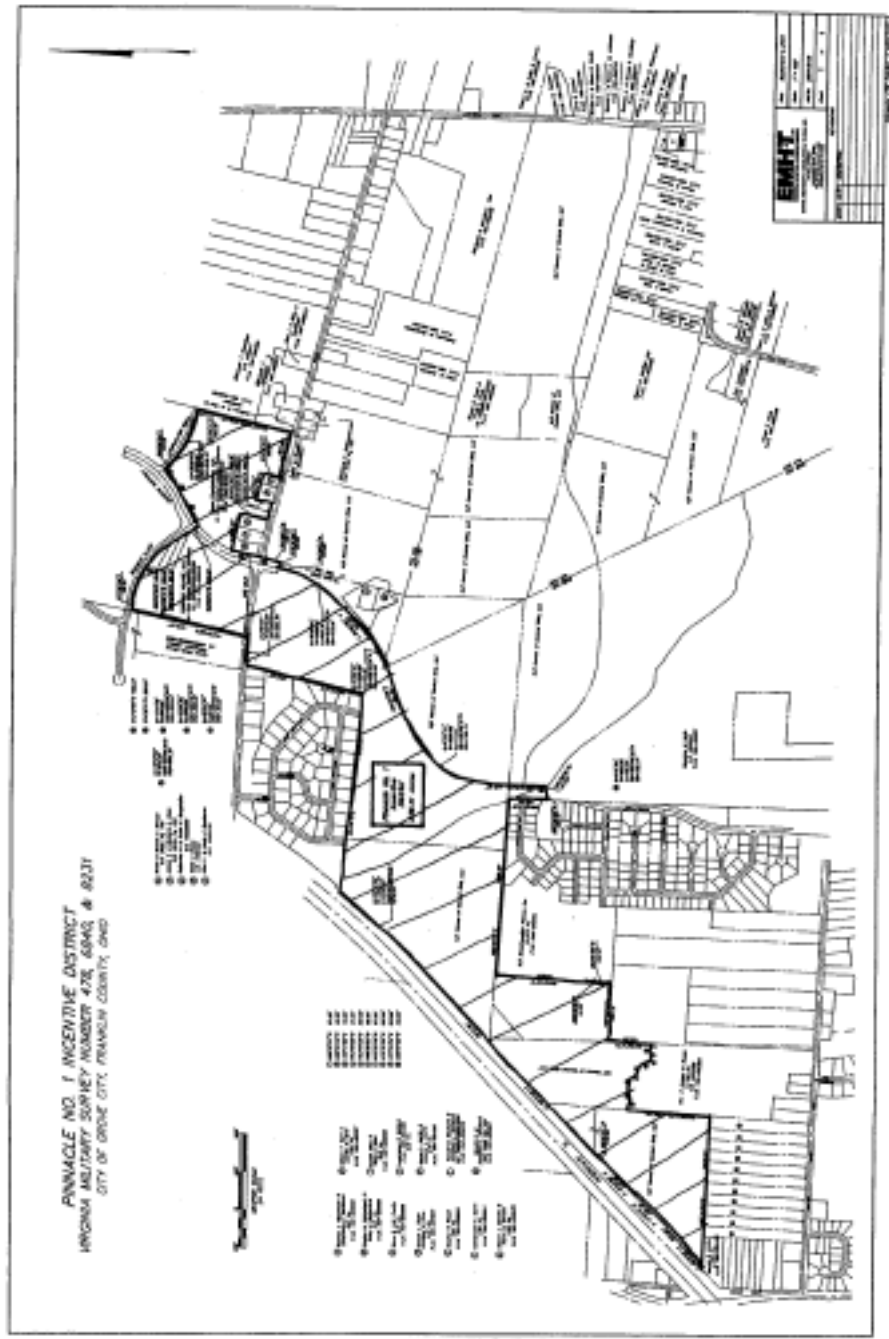
Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is
correct as to form.

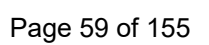
Stephen J. Smith, Director of Law

EXHIBIT A-1

DEPICTION OF THE PINNACLE NO. 1 DISTRICT



DEPICTION OF THE PINNACLE NO. 2 DISTRICT



DEPICTION OF THE PINNACLE NO. 3 DISTRICT

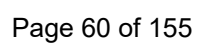


EXHIBIT B

AMENDED AND RESTATED PUBLIC INFRASTRUCTURE

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under Section 5709.40(A)(8) of the Ohio Revised Code and that directly benefits or serves the Property and specifically include, but are not limited to, any of the following improvements that will benefit or serve the parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code):

- **Stormwater.** Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare, including but not limited to the construction and installation of storm water sewers;
- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, trails, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including but not limited to the construction, reconstruction, widening, improving, grading, draining and resurfacing of, and installation of traffic controls;
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the Project and the construction of public health, including but not limited to preservation of wetlands and flood plain management in the areas around the proposed development, dam modifications and improvements, any dredging of waterways, streambank erosion and wetland protection and renovation and related environmental studies and remediation;
- **Utilities.** Construction, reconstruction or installation of gas, electric, communication, telecommunication, fiber, broadband and other similar service facilities and all appurtenances thereto;
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare;
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above;
- **Parks and Public Recreation Areas.** Construction and installation of parks and public recreation areas and appurtenance equipment, including, but not limited to, trails, playground

equipment, athletic courts, recreational equipment that provides recreational benefit to the owners or occupants of the Property, recreation center facilities, buildings, maintenance equipment and any related improvements;

- Professional Services. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate; and
- Real Estate. Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the preceding improvements, or (b) in aid of industry, commerce, distribution or research.

ORIGINAL EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The public infrastructure improvements to be made include, but are not limited to:

- The construction of Buckeye Parkway from White Road to its present terminus north of Holton Road and Pinnacle Club Drive from Buckeye Parkway to State Route 104, including engineering, right-of-way acquisition, pavement, curbing, landscaping, irrigation, street lights, traffic control devices, sidewalks, bike paths, utilities and appurtenances thereto, and related engineering and legal fees,
- The acquisition of real property, and
- The construction of a public safety building for the provision of fire, EMS and police services and the acquisition of related vehicles and equipment.

Date: 11-24-25
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-52-25
1st Reading: 12-01-25
Public Notice: 12-02-25
2nd Reading: 12-15-25
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-52-25

AN ORDINANCE TO APPROPRIATE \$150,000.00 FROM THE SCIOTO TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD) FUND FOR THE CURRENT EXPENSE OF MAKING PAYMENTS IN ACCORDANCE WITH THE JEDD CONTRACT

WHEREAS, City Ordinance C-31-13 authorized the creation of the Scioto Township JEDD; and

WHEREAS, the JEDD Contract requires funds to be disbursed to the Township of Scioto, the Village of Commercial Point, and the City of Grove City by the 10th business day of each quarter.

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

SECTION 1. There is hereby appropriated \$150,000.00 from the unappropriated monies of the JEDD Fund to account number 620000.559030 for the current expense of contractual obligations.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 11-24-25
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-53-25
1st Reading: 12-01-25
Public Notice: 12-02-25
2nd Reading: 12-15-25
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-53-25

AN ORDINANCE TO APPROPRIATE \$1,500,000 FROM THE DEPOSIT TRUST FUND AND REDUCE APPROPRIATION AMOUNTS FOR VARIOUS FUNDS

WHEREAS, the deposit trust fund accounts for deposits required to complete private development projects; and

WHEREAS, the amount of developer deposits received has been greater than anticipated and must be appropriated to be expended or encumbered; and

WHEREAS, to achieve budgetary compliance, it is necessary to reduce appropriations in various funds.

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

SECTION 1. There is hereby appropriated \$1,500,000 from the unappropriated monies of the Deposit Trust Fund to account number 601000.591000 for current expenses.

SECTION 2. There is hereby a reduction in appropriations of:

\$200,000 in the Street Fund.
\$100,000 in the Water Fund.

SECTION 3. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Christine A. Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Date: 12/09/25
 Introduced By: Mr. Holt
 Committee: Finance
 Originated By: Mayor Stage
 Approved: _____
 Emergency: 30 Days: _____
 Current Expense: XX

No.: C-54-25
 1st Reading: _____
 Public Notice: 12-01-25
 2nd Reading: 12-15-25
 Passed: _____ Rejected: _____
 Codified: _____ Code No: _____
 Passage Publication: _____

ORDINANCE C-54-25

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR WHICH THE CITY OF GROVE CITY MUST PROVIDE DURING THE TWELVE MONTHS ENDING DECEMBER 31, 2026

WHEREAS, appropriations are required effective January 1, 2026 to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2026.

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

SECTION 1. The following appropriations are hereby made in the General Fund (100):

Department	#	Personal Services	All Other	2026 Budget Request
CITY COUNCIL	100010	535,170	68,204	603,374
ADMINISTRATION	100030	1,047,860	138,597	1,186,457
FINANCE	100040	569,892	716,560	1,286,452
LAW	100050	0	821,000	821,000
POLICE	100070	12,532,267	1,922,100	14,454,367
COMMUNICATIONS	100071	2,640,491	173,200	2,813,691
MAYOR'S COURT	100072	350,765	426,043	776,808
BUILDING	100080	1,688,863	284,003	1,972,866
LANDS & BUILDINGS	100090	2,716,531	5,004,300	7,720,831
PARKS & RECREATION	100100	3,589,269	1,382,450	4,971,719
FLEET MAINTENANCE	100110	251,432	193,910	445,342
GENERAL GOVERN.	100120	727,250	14,551,000	15,278,250
HEALTH	100160	0	760,000	760,000
INFORMATION TECH.	100250	1,544,931	3,377,045	4,921,976
COMMUNITY RELATIONS	100260	359,280	200,500	559,780
HUMAN RESOURCE	100270	310,211	147,000	457,211
DEVELOPMENT	100310	934,766	647,620	1,582,386
GENERAL FUND		29,798,978	30,813,532	60,612,510

SECTION 2. The following appropriations are hereby made in the following funds:

Department	#	Personal Services	All Other	2026 Budget Request
STREET	101400	2,303,026	833,650	3,136,676
STATE HIGHWAY	102000	0	225,000	225,000
POLICE PENSION	103000	1,831,739	25,000	1,856,739
GENERAL RECREATION	104000	1,279,460	708,700	1,988,160
CITY PERMISSIVE MVL	105000	0	145,000	145,000
COUNTY PERMISSIVE MVL	106000	0	235,000	235,000
SENIOR NUTRITION	108000	0	25,000	25,000
DRUG LAW ENF	109000	0	96,000	96,000
COMMUNITY DEVELOP.	112600	137,886	638,650	776,536
COMM. ENVIRONMENT	113000	0	136,700	136,700
LAW ENFORCE. ASSIST	114000	0	14,475	14,475
ENFORCEMENT & ED	115000	0	10,000	10,000
COURT COMPUTER	120000	0	54,575	54,575
BIG SPLASH	125700	351,697	193,000	544,697
PARKS DONATION	135000	0	7,000	7,000
ROCKFORD TIF	136000	0	95,200	95,200
BOND RETIREMENT	201000	0	2,994,112	2,994,112
BUCKEYE TIF	202000	0	3,644,055	3,644,055
PINNACLE TIF	203000	0	10,863,670	10,863,670
SR665 TIF	204000	0	962,720	962,720
LUMBERYARD TIF	205000	0	378,600	378,600
BEULAH PARK TIF	206000	0	347,280	347,280
E. STRINGTOWN RD TIF	207000	0	145,000	145,000
BROWN'S FARM TIF	208000	0	65,000	65,000
CAPITAL IMPROVEMENTS	305000	0	33,445,530	33,445,530
RECREATION DEVELOP.	306000	0	292,000	292,000
WORKERS COMP.	401000	0	530,000	530,000
WATER	501000	0	1,123,940	1,123,940
SEWER	502800	247,781	1,603,265	1,851,046
DEPOSIT TRUST	601000	0	4,000,000	4,000,000
CONVENTION BUREAU	609000	0	650,000	650,000
SCIOTO TOWNSHIP JEDD	620000	0	1,500,000	1,500,000
TOTALS		6,151,589	65,988,122	72,139,711

SECTION 3. The Director of Finance is hereby authorized to issue his check against the appropriate city account for the amount appropriated and for the purpose stated in this ordinance upon receiving the proper certificate and vouchers therefore approved by an officer authorized by law to approve same or authorized by an ordinance of Council to make expenditures.

SECTION 4. The salary for the Administrative Assistant shall be determined by the Mayor within the range of \$141,000 - \$201,000 and shall be \$200,850 for the period January 1, 2026 to December 31, 2026, and the salary for the Clerk of Council shall be \$109,774 for the period January 1, 2026 to December 31, 2026. They shall receive the same benefits outlined in Chapter 161 of the Codified Ordinances.

SECTION 5. The Convention Bureau appropriation of \$650,000 shall be distributed as shown:

Grove City Area Convention and Visitors Bureau	\$650,000
Grove City Chamber of Commerce	\$ -0-
Little Theater Off Broadway	\$ -0-
To be Determined thru future legislation	\$ -0-

SECTION 6. This ordinance shall go into effect at the earliest opportunity allowed by law, with appropriation amounts being effective January 1, 2026.

Christine Houk, President of Council

Passed:

Effective

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 12-09-25
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mayor
Approved:
Emergency: 30 Days: X
Current Expense:

No.: C-55-25
1st Reading: 12/15/25
Public Notice: 12/16/25
2nd Reading: 01/05/25
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-55-25

AN ORDINANCE TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE #9

WHEREAS, a new agreement has been negotiated between the City and the Fraternal Order of Police, Capital City Lodge #9; and

WHEREAS, the present agreement with Capital City Lodge #9 expired on December 31, 2024; and

WHEREAS, the members of the Fraternal Order of Police, Capital City Lodge #9, have been working without a follow-up agreement since January 1, 2025, and it is necessary to apply the retroactive changes and benefits under the new agreement.

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

SECTION 1. The Council hereby authorizes the Mayor and City Administrator to execute the attached multi-year agreement with the Fraternal Order of Police, Capital City Lodge #9 as set forth in Exhibit A. The agreement shall be effective from January 1, 2025 to midnight on December 31, 2027.

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

**CITY OF GROVE CITY
AND
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9**



CONTRACT PERIOD:

JANUARY 1, 2025 - DECEMBER 31, 2027

TABLE OF CONTENTS

ARTICLE 1	CONTRACT	1
1.1	Contract.....	1
1.2	Purpose.....	1
1.3	Legal References.....	1
1.4	Sanctity of Agreement.....	1
1.5	Past Benefit and Practices.....	1
1.6	Enforceability of Contract.....	2
ARTICLE 2	RECOGNITION	2
2.1	Recognition.....	2
2.2	Dues Deduction.....	2
2.3	Indemnification.....	2
ARTICLE 3	NON-DISCRIMINATION	2
3.1	Non-Discrimination.....	2
ARTICLE 4	REPRESENTATION.....	3
4.1	Lodge Official.....	3
4.2	Lodge Release Time.....	3
ARTICLE 5	INTERNAL INVESTIGATIONS.....	3
5.1	Scope.....	3
5.2	Notification.....	3
5.3	Information Provided.....	4
5.4	Member Records.....	4
5.5	Criminal Charges.....	4
5.6	Conduct Of Interview.....	4
5.7	Refusal To Answer Questions.....	4
5.8	Coercion.....	5
5.9	Application To Other Members.....	5
5.10	Complaints.....	5
5.11	Access to Investigation Documents.....	5
5.12	Transcripts.....	5
5.13	Supervisory Responsibility.....	5
5.14	Truth Verification Device.....	6
5.15	Grievance.....	6
5.16	Investigation Status.....	6
ARTICLE 6	MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	6
6.1	Management Rights.....	6
6.2	Rights Limitations.....	7
ARTICLE 7	GRIEVANCE PROCEDURE.....	7
7.1	Grievance Defined.....	7
7.2	Qualifications.....	7

7.3	Jurisdiction.....	7
7.4	Establishment of Grievance Representatives.....	7
7.5	Duties of Grievance Chair.	8
7.6	Grievance Procedure.....	8
7.7	Time Off For Presenting Grievances.....	10
7.8	Grievance Representatives.....	10
7.9	Time Limits.....	10
7.10	Representatives in Meetings.	10
7.11	Grievance Form.	10
7.12	Non-Discrimination.	11
ARTICLE 8	ARBITRATION.....	11
8.1	Submission to Arbitration.....	11
8.2	Selection of Arbitrator.	11
8.3	Authority of Arbitrator.....	11
8.4	Arbitration Costs.....	11
8.5	Arbitration Award.....	11
ARTICLE 9	LABOR RELATIONS MEETINGS.....	12
9.1	Commitments.....	12
9.2	Agenda.....	12
ARTICLE 10	CORRECTIVE ACTION AND RECORDS	13
10.1	Corrective Action for Cause.	13
10.2	Pre-Disciplinary Procedure.....	13
10.3	Director Hearing.	14
10.4	Disciplinary Actions.	14
10.5	Progressive Action.....	14
10.6	Duration of Records.....	14
10.7	Review of Personnel Files.	15
10.8	Inaccurate Documents.....	15
10.9	Placement of Material in Personnel File.....	15
ARTICLE 11	WORK RULES AND INFORMATION ORDERS	16
11.1	Work Rules.	16
ARTICLE 12	SENIORITY CONSIDERATIONS.....	16
12.1	Seniority Defined.....	16
12.2	Application of Seniority To Vacation Leaves.	17
12.3	Overtime Scheduling.	17
12.4	Filling of Patrol Assignments.	17
12.5	Filling of Non-Patrol Job Assignments.....	18
12.6	Temporary Assignments.	19
12.7	Lieutenant Assignments.....	19
ARTICLE 13	WAGES AND LONGEVITY.....	19
13.1	Wages.....	19

13.2	Pay Plan.	20
13.3	Pension Pick-up (Salary Reduction Method).....	21
13.4	Promotional Probationary Period Excluded.....	21
13.5	Longevity.	21
ARTICLE 14	SHIFT DIFFERENTIAL	21
14.1	Shift Differential Pay Rate.....	21
14.2	Eligibility.	22
14.3	Method of payment.	22
ARTICLE 15	CLOTHING AND EQUIPMENT ALLOWANCE	22
15.1	Initial Issue.....	22
15.2	Recruit Criteria.....	22
15.3	Annual Allowance.	22
15.4	Terminal Pay: Prorated Payments.....	23
15.5	Required Purchases.....	23
15.6	Damaged or Lost Uniform Parts or Equipment.	23
ARTICLE 16	HOURS OF WORK OF OVERTIME	24
16.1	Definitions.....	24
16.2	Compensation.	24
16.3	Overtime.	24
16.4	Overtime Absence.....	24
16.5	Compensatory Time.....	24
16.6	Investigative Subdivision On-Call Status	25
16.7	Field Training Officer	25
16.8	Substitution (Trading) of Time.	25
16.9	Flextime.....	26
ARTICLE 17	REPORT IN, CALL IN, AND COURT PAY	25
17.1	Report In and Call In Pay.....	25
17.2	Court Time.	25
17.3	Court Stand-By.	26
ARTICLE 18	HOLIDAYS	26
18.1	Paid Holidays.....	26
18.2	Holiday Compensation/Holiday Leave Bank	27
18.3	Payment for Actual Working on Holidays.....	267
ARTICLE 19	VACATION LEAVE.....	27
19.1	Vacation Year.	27
19.2	Conditions of Accrual.	27
19.3	Accrual Schedule for Vacation.	27
19.4	Maximum Accrual of Vacation.	28
19.5	Conversion of Accrued Vacation.....	29

ARTICLE 20	SICK AND INJURY LEAVE	30
20.1	Sick Leave Accumulation.	30
20.2	Sick Leaves Usage.	30
20.3	Sick Leave Conversion.	30
20.4	Cash Payment for Sick Leave Credit.	31
20.5	Donated Sick Leave	31
20.6	Injury Leave.	33
ARTICLE 21	SPECIAL LEAVES	33
21.1	Special Leave.	33
21.2	Jury Duty Leave.	34
21.3	Examination Leave.	34
21.4	Military Leave.....	34
21.5	Absence Without Leave.	36
ARTICLE 22	INSURANCE.....	36
22.1	Group Health Insurance and Pharmacy Program.....	36
22.2	Vision Care Plan.	36
22.3	Dental Care Plan.	36
22.4	Life Insurance.	36
22.5	Prepaid Legal Services.....	36
22.6	Communicable Disease Testing.....	36
22.7	Member Premium.	36
22.8	High Deductible Plan Funding.....	37
22.9	Members Declining Health Insurance, Major Medical and Hospitalization.	37
ARTICLE 23	PERSONAL EXPENSES	37
23.1	Personal Expenses.....	37
ARTICLE 24	WORKING OUT OF RANK.....	38
24.1	Eligibility.	38
24.2	Payment.....	38
ARTICLE 25	MISCELLANEOUS	38
25.1	Ballot Boxes.....	38
25.2	Bulletin Boards.	38
25.3	Safe Equipment.....	38
25.4	Lodge Officials Roster.....	39
25.5	Layoffs.	39
25.6	Purchase of Duty Weapon.	39
25.7	Contract Copies.....	39
ARTICLE 26	TUITION REIMBURSEMENT	39
26.1	Reimbursement program.....	39

ARTICLE 27	FAMILY AND MEDICAL LEAVE	40
27.1	Family and Medical Leave Act (FMLA) Leave.	40
27.2	Substituted Paid Leave.....	41
27.3	Insurance Benefits.....	41
27.4	Seniority	41
ARTICLE 28	HEALTH AND PHYSICAL FITNESS.....	41
28.1	Scope.....	41
28.2	Program Design.	41
28.4	Physical Fitness Test (PFT).	41
28.5	Confidentiality.	42
28.6	Incentive Program.....	42
ARTICLE 29	SUBSTANCE ABUSE AND TESTING	43
29.1	Purpose.....	43
29.2	Responsibility.	44
29.3	Definitions.....	44
29.4	Prohibited Conduct.	44
29.5	Reasonable Belief Testing.	45
29.6	Random Testing.....	45
29.7	Post-Accident.....	45
29.8	Order to Submit to Testing.	45
29.9	Testing Determination – Reasonable Suspicion.	45
29.10	Testing Determination – Random Testing.....	46
29.11	Collection Site/Laboratory.....	46
29.12	Testing Procedure.	47
29.13	Voluntary Request for Assistance.....	48
29.14	Discipline/Rehabilitation Options.....	48
29.15	Referral to Treatment.....	49
29.16	Right of Appeal.....	49
29.17	Treatment Costs.	49
29.18	Confidentiality.	49
29.19	Other Laws.....	49
ARTICLE 30	DURATION OF AGREEMENT	50
30.1	Duration.	50
30.2	Modification.....	50

ARTICLE 1 CONTRACT

1.1 Contract. This Contract is made between the City of Grove City ("City"), and the Fraternal Order of Police, Capital City Lodge No. 9, ("Lodge").

1.2 Purpose. This Contract is made for the purpose of promoting cooperation and harmonious relations between the City, its bargaining unit Members ("Members"), and the Lodge.

1.3 Legal References. This Contract shall be subject to applicable laws, except that the express provisions of this Contract prevail over any conflicting ordinances or State law, rules or regulations pertaining to wages, hours, terms and other conditions of employment.

Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Contract be restrained by any such tribunal pending final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of the Contract by operation of law, or a court of competent jurisdiction and upon written request by either the City or the Lodge, the parties shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

1.4 Sanctity of Agreement. The City and the Lodge acknowledge that during negotiations which preceded this Contract, 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. No changes in this Contract shall be negotiated during the duration of this Contract unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties. Neither party shall attempt to achieve the alteration of this Contract by recommending changes in, additions to, or deletions from the Charter, ordinances and resolutions, or Civil Service Commission Rules and Regulations. Past practices relating to Lodge Executive Board attendance at board meetings, delegates to FOP Conferences, work sessions of Lodge negotiators, funeral representation, and benefits provided in ordinances in existence prior to the effective date of this Agreement which are not specifically addressed in this Contract, shall not be altered except by agreement between the parties.

1.5 Past Benefit and Practices. Any past benefit and/or past practice that has been continuous and is known and sanctioned by the Chief of Police ("Chief") as a past benefit and/or past practice will not be altered until and unless notice and opportunity to request bargaining has been provided and the parties have negotiated to impasse.

1.6 Enforceability of Contract. The City asserts and believes that the provisions of this Contract are enforceable in a court of law, and that the provisions contained herein do not represent any illegal delegation of power.

ARTICLE 2 RECOGNITION

2.1 Recognition. The City hereby recognizes the Lodge as the sole and exclusive bargaining agent for the purposes of collective bargaining, pursuant to Chapter 4117 of the Ohio Revised Code, in any and all matters relating to wages, hours, terms and other conditions of employment of all Members. There are two (2) Bargaining units within this Contract. The first Bargaining unit consists of all regular full-time sworn police officers of the City who are below the rank of Sergeant. The second Bargaining unit consists of all regular full-time sworn police officers who are of the rank of Sergeant or above. Excluded from inclusion in either unit, and thereby from coverage within this Contract, are the positions of Chief and Captain, should the rank of Captain exist. Reference throughout this Contract to Members shall mean employees within both units, unless specified otherwise.

2.2 Dues Deduction. The City agrees to deduct Lodge Membership dues, in the amount certified by the Lodge to the City, the first pay period of each month from the pay of any Member requesting same. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, from the pay of any Lodge Member whom the Lodge certifies owes initiation fees or assessments. If a dues deduction is desired, the Lodge Member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the Department of Finance. The City agrees to furnish to the Lodge Financial Secretary, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Lodge Members for whom dues deductions were made. Nothing herein shall prohibit Lodge Members covered by this Contract from submitting dues directly to the Lodge.

The City agrees to meet with the Lodge to discuss adding additional payroll deductions should the Lodge develop additional Member benefits. Should the City concur that these programs are beneficial to Members, and acceptable to the City, the City shall grant the additional payroll deduction contingent upon the capability of the payroll computer program.

2.3 Indemnification. The Lodge shall indemnify and save the City harmless against any and all claims, demands, actions or other forms of liability asserted against the City by reason of any deductions paid to the Lodge by the City.

ARTICLE 3 NON-DISCRIMINATION

3.1 Non-Discrimination. Neither the City nor the Lodge shall unlawfully discriminate against any Member based on age, sex, sexual orientation, gender, gender identity, marital status, race, color, religion, national origin, disability, political affiliation, military status and/or the filing of a

claim or the institution, pursuit of or testimony relative to, any proceeding under the Ohio Workers' Compensation Program. The City and the Lodge agree not to discriminate against any Member on the basis of the Member's membership or non-membership in the Lodge, nor to discriminate, interfere, restrain or coerce any Member because of or regarding the Member's activities as a representative of the Lodge. The Lodge, within the terms of its Constitution and By-Laws, agrees not to interfere with the desire of any Member to become and remain a Member of the Lodge.

ARTICLE 4 REPRESENTATION

4.1 Lodge Official. Any Lodge Executive Board Member in the bargaining units ("Lodge Official"), as long as the Lodge Official continues in that or a higher post, will be permitted sufficient release time during the work-week to attend to Lodge matters within the Member's capacity not to exceed sixteen (16) hours per month. During such service the Lodge Official shall continue the Lodge Official's entitlement of wages, fringe benefits, seniority accrual and all other benefits allowed a Member as though the Lodge Official were at all times performing job-related duties.

Each Lodge Official shall continue to be required to report to the Lodge Official's supervisor at the Lodge Official's assigned shift starting time, and shall be required to inform the supervisor of the Lodge Official's whereabouts at all working times while performing the duties allowed by this Section. In addition, each Lodge Official will be required to drop or forego any of the activities allowed by this Section, upon supervisory direction, for the purpose of assisting in emergency police work. But for an emergency situation, sufficient time to perform Lodge functions will not be unreasonably limited by the City, nor will the Lodge Official devote unnecessary City paid time to these functions. None of the duties of the Lodge Official herein described may be conducted on City paid overtime hours. Nothing in this Contract shall preclude the Lodge Official from also serving as a Grievance Representative or as Grievance Chair.

4.2 Lodge Release Time. Permission for the Grievance Chair and Grievance Representatives to be released with pay from regular police work to attend Lodge functions, Lodge-sponsored training seminars, and/or FOP national or state conferences will not be unreasonably withheld consistent with the overall training program of the Division and staffing needs.

ARTICLE 5 INTERNAL INVESTIGATIONS

5.1 Scope. The provisions of this Article shall be followed whenever a Member is suspected of, or a witness to, an action or inaction which could result in disciplinary action or criminal charges being filed against any Member.

5.2 Notification. At the time any Member is notified that he or she is the subject of an investigation, the Member shall be given at least forty-eight (48) hours notice prior to any interview to contact the Lodge for the purpose of representation. In the event of a Member-involved

shooting, or use of physical force by a Member resulting in serious physical injury or death, the Chief may order an immediate investigation to determine compliance with departmental procedures. However, no information obtained during an interview of the Member involved in the Member-involved shooting or use of physical force shall be used for any purpose to the detriment of the Member.

5.3 Information Provided. At the time the Member is informed that the Member is the subject of an investigation, the Member shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the name of the complaining party, and the factual allegations known at that time made against the Member, including a copy of the written complaint against the Member or a written summary of anonymous allegations. As provided in R.C. 149.43, the Member shall also be provided a copy of any statement given by any witness interviewed in the investigation. **If body-worn or vehicle camera footage is relevant, the Member shall be afforded an opportunity to review any such footage prior to being asked questions related to the incident captured on the footage.**

5.4 Member Records. Upon request, the Member shall be given brief time prior to or during any questioning to locate and review any written or electronic documents the Member possesses regarding the event(s) being investigated in order to be fully prepared to accurately and completely respond to the questioning. An investigating officer may accompany the Member during the Member's brief search and review of such documents.

5.5 Criminal Charges. In advance of any questioning, a Member who is to be questioned as a suspect in an investigation that may lead to criminal charges shall be advised of the Member's constitutional rights in accordance with the law.

5.6 Conduct Of Interview. Any interviewing of a Member will be conducted at hours reasonably related to the Member's shift, preferably during the Member's working hours. Interview sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

5.7 Refusal To Answer Questions. Before a Member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the Member shall be advised that such conduct, if continued, may be made the basis for such a charge. No Member shall be charged with insubordination where such refusal is based on the Member's exercise of the rights afforded the Member in regard to a criminal investigation. However, if a Member is provided "Garrrity Rights", and is informed by the Investigating Officer that the Member's responses to questions will not result in criminal charges against the Member, and the Member is ordered to answer the questions, a Member's refusal to answer questions or refusal to participate in the investigation may form the basis for a charge of insubordination.

5.8 Coercion. Any evidence or testimony obtained in the course of an internal investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary proceeding. However, notification to a Member that potential disciplinary action could result if the Member continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion, or promises.

5.9 Application To Other Members. When a Member is to be interviewed in an investigation of any other Member, such interview shall be conducted in accordance with the procedures established herein, and the Member shall be accorded all rights given to the Member subject to investigation.

5.10 Complaints. When any anonymous complaint is made against a Member and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report.

Also, when any complaint is filed more than sixty (60) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report; but the Member shall be notified orally or in writing of such claim.

If in the course of an investigation the complaining party is unable to be contacted, or refuses to be interviewed and/or assist in the investigation within sixty (60) days of filing the complaint, the complaint shall be classified as unfounded.

5.11 Access to Investigation Documents. Upon the conclusion of the investigation, but at least five (5) calendar days prior to the Director's hearing, the Member under investigation shall be provided access to all investigation documents, including transcripts, records, written statements, videotapes, **body-worn camera footage**, and audiotapes. This access shall also be provided to the Member's Lodge Representative or Lodge Attorney. These documents shall be provided at no cost to the Member.

5.12 Transcripts. When a Member is interviewed in an internal investigation, such interview shall be recorded by the City. Recordings of interviews will be made only by the City and, if a transcript is made, copies of the recordings and transcript will be provided at no cost to the Member, upon the request of the Member or Member's Lodge Representative or Lodge Attorney. If desired, the Member, or the Member's Lodge Representative or Lodge Attorney will be afforded the opportunity upon written request, directly to the Chief or designee, to listen to and make personal notes or verify the accuracy of a recording or transcript of any interview.

5.13 Supervisory Responsibility. All complaints against a Police Officer or Sergeant will be under the direction of a Sub-Division Lieutenant who will assign the Member's immediate

supervisor to conduct and/or assist in the investigation. Complaints against a Lieutenant shall be investigated by the Captain, should that rank exist.

Where an immediate supervisor is not available to conduct an investigation, or is involved in the incident complained of, or if the situation warrants an outside investigator, then the Chief shall assign or obtain an investigator from a law enforcement agency to conduct the investigation or assist with the investigation. If an outside investigator is used, the investigator shall be of a rank higher than the member under investigation, if that rank exists.

Once the investigation is concluded, an investigation report shall be submitted, with recommendations for disposition, to the Chief through the chain of command of the Member under investigation.

5.14 Truth Verification Device. In the course of questioning, a Member may only be given a polygraph examination, voice stress analysis, or other purported truth verification device, with the Member's written consent. Such consent shall set forth the purposes for which test results may be used. Where a Member consents to such an examination, an examiner shall be chosen by mutual agreement of the City and the Member.

5.15 Grievance. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step Two.

5.16 Investigation Status. A Member subject to investigation shall, upon request, be advised at reasonable intervals, either that the matter is still under investigation or that the investigation has been concluded, and shall be advised of the conclusion and finding of such investigation.

ARTICLE 6

MANAGEMENT RIGHTS AND RESPONSIBILITIES

6.1 Management Rights. Except to the extent otherwise limited or modified by this Contract, the City retains the right and responsibility regardless of the frequency of exercise, to operate and manage its affairs in each and every respect. These rights and responsibilities shall include but are not limited to:

- To determine the organization of the Division of Police;
- To determine and change the purpose and extent of each of its constituent subdivisions;
- To exercise control and discretion over the organization and efficiency of operations of the Division of Police;
- To set standards for service to be offered to the public;
- To direct the officers of the Division of Police including the right to assign work and overtime;
- To hire, examine, promote, and transfer;

- To suspend, demote, discharge or take other disciplinary action against Members for just cause;
- To increase, reduce or change, modify or alter the composition and size of the work force;
- To determine the location, methods, means and sworn personnel by which operations are to be conducted;
- To change or eliminate existing methods of operations, equipment or facilities;
- To create, modify or delete departmental rules and regulations;
- To take actions as may be necessary to carry out the mission of the Division of Police in emergencies;
- To train or retrain Members as appropriate; and
- To maintain and improve the efficiency of the Division of Police.

6.2 Rights Limitations. To the extent that any of the above management functions are limited by the provisions of this Contract, alleged violations are subject to the Grievance Procedure herein.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 Grievance Defined. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this Contract.

7.2 Qualifications. A grievance can be initiated by the Lodge or by an aggrieved Member. Where a group of Members desire to file a grievance involving a situation affecting each Member in the same manner, one Member selected by such group shall process the grievance as the designated representative of the group.

7.3 Jurisdiction. Nothing in this Grievance Procedure shall deny Members any rights available at law to achieve redress of their legal rights, including the right to appear before the Civil Service Commission where that body agrees that it has jurisdiction over the subject matter. However, once the Member elects as the Member's remedy the Civil Service Commission (and that body takes jurisdiction), or legal action, the Member is thereafter denied the remedy of the Grievance Procedure provided herein. Further, once a Member elects the grievance/arbitration procedure as the Member's remedy the Member expressly waives the right to any other remedy, including but not limited to, the Civil Service Commission or legal action, except for appeal under Ohio Revised Code Section 2711.09 and except as otherwise provided by law. This section shall not apply to applicable civil rights or workers' compensation statutes.

7.4 Establishment of Grievance Representatives. The Lodge will designate not more than four (4) Grievance Representatives. The highest ranking Lodge Officer in the bargaining units may be the Grievance Chair. The Grievance Representative shall be selected by the Lodge, but every effort will be made by the Lodge to provide full Membership coverage by selecting one (1)

Grievance Representative from the Police Officer Unit for each shift and one (1) Grievance Representative from the Supervisory Unit. One Grievance Representative selected by the Lodge shall be designated as the Grievance Chair.

7.5 Duties of Grievance Chair. The Grievance Chair, and a named alternate who shall serve as Grievance Chair in the absence or unavailability of the Grievance Chair, shall be released from the Grievance Chair's normal duty hours upon approval of the Grievance Chair's supervisor, to participate in the following duties without loss of pay or benefits:

- A. Representing a Member in investigating and processing grievances, beginning with review of the grievance prior to filing at Step One;
- B. Replacing a Grievance Representative who is absent or unavailable;
- C. General supervision and coordination of grievances in process and of Grievance Representatives;
- D. Acting as liaison between the City and the Lodge on matters concerning grievances, this procedure and this Contract.

The Grievance Chair shall be allowed reasonable, necessary time during the Grievance Chair's scheduled working hours to perform the aforementioned duties and shall notify the Grievance Chair's supervisor in advance of such assignments. Approval of the supervisor will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal a grievance or have it heard.

7.6 Grievance Procedure. The following are the implementation steps and procedures for handling Members' grievances.

- A. **Preliminary Step.** A Member having an individual grievance will 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, (except for automatic time extensions as hereinafter described in Section 7.7) beyond the fourteen (14) calendar day time 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 One, such grievance shall be reviewed by the Grievance Chair and the appropriate Grievance Representative.

B. Step One – Captain/ Lieutenant.

1. If the supervisor's oral response in the Preliminary Step is unsatisfactory, the Grievant may submit the grievance in writing to the Captain, if that rank exists, or, if not, to a Lieutenant, or designee, on the Grievance Form agreed upon by the parties. Such form must be submitted to the Captain/Lieutenant, or designee, within fourteen (14) calendar days following the oral response from the Preliminary Step. The Captain/Lieutenant, or designee, shall date stamp the form upon receipt. A grievance submitted beyond the fourteen (14) calendar day time limit shall not be considered.
2. Within seven (7) calendar days after receipt of the written grievance, the Captain/Lieutenant, or designee, shall investigate the grievance, affix a written response to the form, date and sign the response, and return one copy of it to the Grievant and one copy to the Grievance Representative. If the aggrieved Member does not refer the Grievance to the Second Step of the procedure within seven (7) calendar days after the receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.
3. If during the term of this Agreement, the rank of Captain no longer exists and there are no Lieutenants, the Chief or designee shall hear the Step One grievance.

C. Step Two - Chief

1. Should the Grievant not be satisfied with the answer in Step One, within seven (7) calendar days thereafter, the Grievant may appeal the grievance to Step Two by delivering or having delivered a copy of the Grievance Form, containing the written response at the prior Steps and any other pertinent documents to the office of the Chief. The Chief shall date stamp the form, accurately showing the date his office received the form.
2. Within fourteen (14) calendar days of Grievant's receipt of the Grievance Form, the Chief, or Acting Chief, shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chair. The Grievance Chair may bring to the meeting the Grievant and the appropriate Grievance Representative.
3. In the meeting, the Chief, or Acting Chief, shall hear a full explanation of the grievance and the material facts relating thereto.

4. Within seven (7) calendar days of the meeting in this Step, the Chief shall submit to the Grievant and the Grievance Chair a written response to the grievance.

7.7 Time Off for Presenting Grievances. A Member and Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal the grievance or have it heard.

7.8 Grievance Representatives. Grievants and Grievance Representatives shall not receive overtime pay to engage in grievance activities as set forth in Section 7.5. However, grievance meetings at Step Two shall be held during the Grievant's shift hours, unless otherwise mutually agreed. The Lodge President shall notify the Chief, in writing, of the names of Grievance Representatives and the Grievance Chair within thirty (30) calendar days of their appointment.

7.9 Time Limits. It is the City's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the Grievant and the City's designated representative may mutually agree, at any Step, to short time extensions, but any such agreement must be in writing and signed by the parties. Similarly, any Step in the Grievance Procedure may be skipped by mutual consent. In the absence of such mutual extensions, the Grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy.

7.10 Representatives in Meetings. In each Step of the Grievance Procedure outlined in Section 7.6, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure it may be beneficial that other individuals, not specifically designated, be in attendance. Therefore, either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend, that such individuals have input which may be beneficial in attempting to bring resolution to the grievance.

7.11 Grievance Form. The City and the Lodge shall develop jointly a Grievance Form. Such form will be supplied by the Lodge. Copies of the completed form, including the action taken, will be distributed as provided in Section 7.6. The jointly developed Grievance Form will be made available to the Grievance Representatives.

7.12 Non-Discrimination. No Member or representative of the Lodge shall be removed, disciplined, harassed or discriminated against because the Member has filed, pursued or assisted in the processing of a grievance under this procedure.

ARTICLE 8 ARBITRATION

8.1 Submission to Arbitration. Should a Member grievant, or the Lodge in the case of a Lodge grievance, after receiving the written answer to a grievance at Step 2 of the Grievance Procedure still feel that the grievance has not been satisfactorily resolved, the Lodge may submit the grievance to arbitration. The Lodge President, or designee, must notify the City Administrator of the Lodge's intent to submit the grievance to arbitration within fourteen (14) calendar days of the Grievance Chair's receipt of the written answer from the Chief at Step 2.

8.2 Selection of Arbitrator. Unless mutual selection of an arbitrator is made, the parties will request the American Arbitration Association ("AAA") to submit a panel of seven (7) Arbitrators. The City and the Lodge shall select one mutually acceptable Arbitrator from one of the AAA panels by the representatives of the parties alternately striking names and selecting as Arbitrator the final remaining name, unless the parties make a mutual selection from the list without striking names therefrom.

8.3 Authority of Arbitrator. The Arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties, and applying the rules of the Arbitration Tribunal. The Arbitrator shall have the power to rule on the issue of arbitrability of the grievance prior to reaching the merits. It is expressly understood that the ruling and decision of the Arbitrator, within his or her function as described herein, shall be final and binding upon the parties. The Arbitrator shall have no power to add to or subtract from or modify the provisions of the Contract or to make any award which does not draw its essence from the application of the express terms of this Contract.

8.4 Arbitration Costs. The costs of any proof produced at the direction of the Arbitrator, the fee of the Arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any non-Member witness shall be borne, if at all, by the party calling the non-Member. The fees shall be split equally if both parties desire a report or request a copy of any transcript. Any Member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the Member's normally scheduled working hours on the day of the hearing.

8.5 Arbitration Award. The Arbitrator shall render in writing an award within thirty (30) calendar days after the close of the hearing and shall forward the award and all supporting data to the designated representatives of the City and the Lodge. The award, if in favor of the Grievant, will be immediately implemented by the City.

ARTICLE 9

LABOR RELATIONS MEETINGS

9.1 Commitments. The City and the Lodge recognize the benefit of exploration and study of current and potential problems and differences in the administration of this Contract through meetings of representatives to exchange views and information. Accordingly, the Labor Relations Committee shall meet to develop approaches and possible solutions to matters of vital concern. This Committee will meet at least quarterly and at other times when mutually agreed between the parties.

Included among the matters which can be the subject of these discussions are major changes in operations contemplated by the City which will affect Members of the Lodge, contemplated changes in General Orders, contemplated changes in police mission, and concerns of the Lodge relative to equipment, uniforms, etc.

The Committee shall study, explore, and make recommendations to the Lodge and the City concerning any issue referred to the Committee by either party. The Committee shall consist of four (4) representatives from the Lodge appointed by the Lodge President, and four (4) representatives of the City, one of whom shall be the Chief. Any Member appointed by the Lodge President shall be released to attend Labor Relations meetings if such meetings are scheduled during the Member's regularly scheduled duty hours. However, under no circumstances will attendance at the meetings result in payment of overtime to the Member.

Persons representing either party who are specialists in the subject matter under discussion may be brought into committee meetings by agreement of the parties. The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the Lodge and the City. The Labor Relations Committee shall continue to discuss the involvement of representatives of the bargaining units with other City employees regarding the City's insurance programs.

The Committee shall have no authority to bargain for the Lodge and the City on any issue, but may jointly make recommendations to the City and Lodge which would, if agreed to by the Lodge and the City, modify the provisions of this Agreement.

Through these meetings the Lodge and the City agree to discuss legitimate and reasonable efforts to maintain and improve the Members' skill, ability and service delivery, and the elimination of unnecessary inefficiencies where such can be shown to exist.

9.2 Agenda. An agenda will be exchanged by the parties at least forty-eight (48) hours in advance of each scheduled meeting, unless the exchange of an agenda is waived by the parties. The agenda shall contain a list of matters to be taken up in the meeting and the names of those representatives from each side who will be attending. All matters placed by either party on the agenda will be discussed.

ARTICLE 10
CORRECTIVE ACTION AND RECORDS

10.1 Corrective Action for Cause. No Member shall be reduced in pay or position (demoted), suspended, removed, or reprimanded except for just cause.

10.2 Pre-Disciplinary Procedure. The following is the procedure which shall be used by the City prior to any disciplinary action more serious than a written reprimand being taken against a Member:

- A. The Chief shall have the right to relieve a Member without pay for the remainder of the particular shift when the Member is unfit for duty or insubordinate during that tour of duty, provided that if the charges are ultimately determined to be unfounded, the Member will be reimbursed for such shift.
- B. The Chief shall have the exclusive right to recommend to the Director of Public Safety ("Director") that a Member be subject to suspension, demotion, or removal. The Chief shall also have the exclusive right to offer that the Member forfeit accrued leave in lieu of suspension. The Chief shall certify the Chief's recommendation in writing, together with the charges to both the Member and the Director.
- C. Within seven (7) calendar days after receiving notification of the recommendation and charges, the Member shall notify the Chief as to whether the Member:
 - (1) accepts the Chief's recommendation, in which case the recommendation shall be implemented immediately; or
 - (2) rejects the Chief's recommendation and chooses to appeal the recommendation to the Director.
- D. If the matter is appealed to the Director, the following procedures shall apply to the conduct of a departmental hearing by the Director:
 - (1) Any pertinent evidentiary documents which support the charges and notice of any witnesses to be called or whose testimony will be used to support the charges shall be provided to the Member or the Member's Lodge Representative or Lodge Attorney at least seven (7) calendar days prior to the hearing on such charges.
 - (2) Within seven (7) calendar days from the Member's appeal to the Director, the Director shall schedule a departmental hearing. The Member may be placed upon administrative leave with pay by the Chief pending the outcome of the departmental hearing.

10.3 Director Hearing. If the Chief's recommendation is appealed, as set forth in Section 10.2, the Director shall conduct an independent, pre-disciplinary hearing where the charged Member may be represented by a Lodge Representative or Lodge Attorney (at no cost to the City), and will be allowed to call witnesses material to the Member's defense, present evidence, and have the opportunity to confront and cross examine the Member's accusers.

The Director, in this hearing, shall have the same powers to administer oaths and to secure the attendance of witnesses and the production of books and papers as are conferred upon the Mayor. The Director shall render judgment which may be either suspension, demotion, removal, written reprimand, oral reprimand or disaffirmance of the charges. Such judgment shall be final except as otherwise set forth in this Contract.

Continuance of the scheduled hearing may be requested by the Member, the Member's Lodge Representative or Lodge Attorney, and/or the City. Such request will be granted where practical at the discretion of the Director. The length of such continuance shall be mutually agreed upon. The City will make all good faith efforts to notify the affected Member of any decisions reached as a result of a hearing, prior to any public statement.

10.4 Disciplinary Actions. At any time an inquiry concerning a Member occurs wherein it is anticipated disciplinary action will result, the Member will be immediately notified that such result is possible provided that such notification does not compromise the integrity of any criminal investigation.

10.5 Progressive Action. The principles of progressive corrective action will be followed with respect to minor offenses. The progression will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to demotion or removal.

10.6 Duration of Records.

- A. All disciplinary records will be maintained in each Member's personnel file throughout the Member's period of employment, with the exception that any records of oral reprimands will be removed from the file upon the request of the Member six (6) months after such was given if no further corrective action has occurred. For purposes of progressive and other discipline, and except as provided for below, written reprimands will be removed from the file upon the request of the Member one (1) year after such was given if no further corrective action has occurred; and suspensions will be removed from the file upon the request of the Member five (5) years after such was given if no further corrective action has occurred.

None of the requirements of this Section shall require the removal of any documents in the event a civil or criminal action in which the material may be relevant is pending or threatened, by notice to the City, at the time of the Member's request (regardless of whether

the requesting member is a party to or the subject of the litigation, and it is reasonably anticipated that these records will be admitted as evidence or be the subject of permissible discovery) or where the material in question is ordered preserved by a court or administrative agency with jurisdiction over a case in which the material may be relevant.

Disciplinary records, once removed from a Member's file, will be stripped of member identifiable information and will be retained for a period to be determined by the City for various administrative purposes, including assisting the City in its diversity efforts, historical patterns of discipline and discharges, defenses against claims and allegations, identifying training needs, ensuring compliance with relevant laws, regulations, and guidelines, and revising rules and regulations.

- B.** Notwithstanding this provisions of 10.6(A), oral reprimands will not be used for purposes of progressive and other discipline six (6) months after such was given if no further corrective action has occurred, written reprimands will not be used for purposes of progressive and other discipline one (1) year after such was given if no further corrective action has occurred; and suspensions will not be used for purposes of progressive and other discipline five (5) years after such was given if no further corrective action has occurred.

10.7 Review of Personnel Files. Every Member shall be allowed to review the Member's own personnel file at any reasonable time upon written request to the Chief. Except for supervisory and administrative personnel with a legitimate need to know, and except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, Members' personnel files shall not be available for review by anyone. Any Member may request and shall receive a complete copy of documents in the Member's own personnel file once per year at no cost to the Member. Members shall be notified prior to records being released when their personnel file is requested through a public records request. A member may request copies of any records provided under this paragraph, and those copies shall be provided at no cost to the Member.

10.8 Inaccurate Documents. If upon examining the Member's own personnel file, a Member has reason to believe that there are inaccuracies in documents contained therein, the Member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the Member's contentions the Chief shall either remove the faulty document or attach the Member's memorandum to the document in the file and note thereon the Member's concurrence with the memorandum's contents.

10.9 Placement of Material in Personnel File. Except as set forth below, any document relating to a Member's employment status with the City shall be maintained in the Member's personnel file provided, however that a Member's personnel file may be kept in various locations throughout

the City. Medical and psychological records shall not be kept in the Member's personnel file, but shall be kept in a separate file.

ARTICLE 11

WORK RULES AND INFORMATION ORDERS

11.1 Work Rules. The City agrees that work rules shall be reduced to writing and provided to all Members fourteen (14) calendar days in advance of their enforcement, unless exigent circumstances arise that necessitate immediate enforcement (e.g. court order, changes in applicable law, etc.). Any charge by a Member that a work rule, General Order, Training Bulletin, Informational Order, or like matter is in violation of this Contract or has not been applied or interpreted uniformly to all Members, shall be a proper subject for a grievance.

The City will provide the Grievance Chair with copies of any revised or new work rules, General Orders, and Training Bulletins, in advance of their intended effective dates unless exigent circumstances arise that necessitate immediate enforcement.

ARTICLE 12

SENIORITY CONSIDERATIONS

12.1 Seniority Defined. For purposes of this Contract, "seniority" shall be defined as total continuous service with the City as a regular full-time police officer; or, for purposes of Sections 12.2, 12.3, and 12.4, total continuous service in a given rank; or, for purposes of Sections 13.5 and 19.2, total continuous service with the City. However, a Lieutenant who is involuntarily or voluntarily reduced in rank shall retain the Lieutenant's service time as a Sergeant for purposes of bargaining unit seniority. Additionally, a Sergeant who is involuntarily or voluntarily reduced in rank shall retain the Sergeant's service time from date of hire as a regular full-time police officer for purposes of bargaining unit seniority.

Continuous service shall not be considered broken due to absences caused by military, pregnancy, injury, sick and other approved leaves of absences as allowed by this Contract, by City ordinance, or by law, or by suspension without pay or forfeiture of leave in lieu of a suspension without pay. A "break in service" is defined as:

- A. Separation because of resignation, except where the Member is rehired within one (1) year;
- B. Removal;
- C. Failure to return from an authorized leave of absence;
- D. Unauthorized leave of absence;
- E. Medical leaves of absence beyond eighteen (18) months, or until the Member uses all the Member's available sick leave, whichever is greater, except that this provision shall not apply to a medical leave of

absence which results from a Member's injury in the line of duty as defined in Section 21.4.

12.2 Application of Seniority to Vacation Leaves. When vacation leaves are to be scheduled, and where there are two (2) or more applicants with the same request, the applicant with the highest seniority shall be granted the request.

12.3 Overtime Scheduling. Overtime for Police Officers and Sergeants shall be Bureau preferred and shall be assigned by seniority. When there are two (2) or more applicants, the Member with the highest seniority shall be assigned the overtime. Members from the originating bureau will be assigned the overtime over members from another bureau regardless of seniority. When there is a lack of Member applicants, the overtime assignment shall be made by inverse seniority with rotation among the originating Bureau and rank specific officers.

Overtime assignments which are known at least thirty-six (36) hours in advance, such as special events, shall be posted on the Bureau bulletin board for assignment by Bureau preference and seniority, unless the overtime is deemed by the Chief, or designee, to be agency-wide overtime. Overtime which is agency-wide shall be posted on the roll call bulletin board for assignment by seniority.

Combined straight-time, overtime, and special duty shall not exceed sixty-eight (68) hours per work week, unless a greater number of hours is approved by the Chief, or the Chief's designee. Overtime assignments not subject to seniority considerations may be made when the overtime requires specific skills or knowledge or is specific to a Bureau or function as part of a secondary or primary duty assignment or in an emergency situation. Exclusionary functions include, but are not limited to, traffic crash team, crisis negotiator, firearms-defensive tactics or other instructor, D.A.R.E., or School Resource Officer functions, on-going or sensitive investigative processes, S.R.T., and C.A.L.E.A.

12.4 Filling of Patrol Assignments. All Patrol shift assignments for the following year (beginning with the first full pay period thereof) shall be posted annually by November 15. Members shall select their shift assignment (which includes their days off) based on seniority by December 15. The Member with the highest seniority will have the first choice of patrol shift assignment. Seniority will be determined in accordance with the provisions of Section 12.1.

Should any change in shift assignment occur during the calendar year, an interim bidding process shall be followed to fill the opening, provided that if no Member applies for the opening, the Chief retains the discretion to fill the opening by assigning the least senior Member. The interim process shall be initiated by the posting of the available Patrol assignment, with Members being given fourteen (14) calendar days to respond in writing to the posting indicating interest in the assignment. The most senior Member indicating interest shall be given the assignment. The interim bidding process shall also apply to subsequent openings occurring as a result of the use of the

procedure. During the bidding process, a temporary assignment may be made until the bidding process is complete and the permanent assignment is made.

12.5 Filling of Non-Patrol Job Assignments.

- A. When the City creates a new non-patrol assignment or determines that a vacancy will occur in a non-patrol assignment, the Chief shall post the job assignment opening for fourteen (14) calendar days and shall allow any interested Members of the same rank to apply within the posting period. The Chief shall provide notice on the job posting as to any specialized training and/or technical skills which will be required for the assignment once the assignment is made. In filling the job assignment, the Chief shall give consideration to all applicants who apply. Skill, ability, knowledge, work performance, specialized training, and seniority shall be the criteria for selection of an applicant to fill a job assignment vacancy. When all other criteria are equal, seniority will be the deciding factor as to such assignment. For any non-patrol assignment, the applicant must have a minimum of two (2) years of continuous service in a patrol assignment upon release from the FTO program in order to receive consideration. However, this provision does not apply where no applicant with the minimum requisite seniority applies for the vacancy, or the applicant has met the minimum requisite seniority in a non-patrol assignment because no applicant with the minimum requisite seniority applied for a non-patrol assignment secured by the applicant. Should no Member apply for the open assignment, the Chief may appoint the least senior Member who meets the minimum qualifications for the assignment.
- B. Notwithstanding Section 12.5 A., one General Investigator assignment shall be permanently designated as having a rotating, two-year duration (from the beginning of the first full pay period in January of the first year through the last pay period of the second year). The Chief shall post the rotating assignment no later than September 15th during the second year of the assignment. The rotating assignment shall be filled by the most senior Member applying for the assignment, so long as that Member has a minimum of two (2) years of continuous service in a patrol assignment following release from the FTO program. No Member may be selected to fill this rotating assignment after already having served as a General Investigator or a two-year rotating General Investigator, unless no other Members apply for the assignment. The rotating two-year assignment will have a variable schedule and shall not be permitted to participate in the bid process for General Investigator shift assignments. Any Member in the General Investigator assignment shall be permitted to participate in the bid process for Patrol shift assignments, as provided in Section 12.4, during the November preceding the end of the two-year term of the rotating General Investigator assignment.
- C. If a vacancy in the rotating General Investigator assignment occurs prior to the expiration of the two-year, the Chief shall post the job assignment opening for fourteen (14) calendar

days and shall allow any interested Members of the same rank to apply within the posting period. Any Member selected to fill the rotating assignment under this paragraph shall continue for the remainder of the calendar year in which the vacancy occurred and then for two additional calendar years.

- D.** All General Investigator shift assignments for the following year (beginning with the first full pay period thereof) shall be posted annually by October 4. Members shall select their General Investigator shift assignment (which includes their days off) based on seniority by November 4. The Member with the highest seniority will have the first choice of General Investigator shift assignment. Seniority will be determined in accordance with the provisions of Section 12.1.

12.6 Temporary Assignments. A temporary assignment is defined as a non-permanent change in a Member's assignment. A temporary assignment shall not exceed six (6) months. The Chief maintains the discretion to fill temporary assignments without regard to the bidding procedure in Section 12.4 and 12.5.

12.7 Lieutenant Assignments. All positions of Lieutenant shall be bid annually according to seniority until December 2018. Effective December 2018, the Chief of Police reserves the right, at his/her discretion, to select, assign and remove Lieutenants from an assignment at the end of a Collective Bargaining Agreement cycle in coordination with shift bids, when vacancies occur, or upon written reasonable justification from the Chief of Police. If the Lieutenant's assignment is other than first shift and weekends off, then the positions will be bid based on seniority.

ARTICLE 13

WAGES AND LONGEVITY

13.1 Wages. The following straight-time wages will be paid Members by rank on the first day of the pay period which includes the date(s) set forth below.

EFFECTIVE JANUARY 1, 2025

Police Department Wage Structure				
	Hourly			
	2024	2025	2026	2027
	Increase %	4.00%	4.00%	4.00%
OFFICER				
Academy	\$30.27	\$31.48	\$32.74	\$34.05
Step 1	\$33.05	\$34.37	\$35.74	\$37.17
Step 2	\$35.71	\$37.14	\$38.63	\$40.18
Step 3	\$39.27	\$40.84	\$42.47	\$44.17

Step 4	\$45.23	\$47.04	\$48.92	\$50.88
Step 5	\$52.90	\$55.02	\$57.22	\$59.51
SERGEANT	\$60.96	\$63.40	\$65.94	\$68.58
LIEUTENANT	\$68.71	\$71.46	\$74.32	\$77.29

13.2 Pay Plan. The following shall apply to advancement from Step 1 to Step 5 in the rank of Police Officer and advancement from Academy Step to Step 5 in the rank of Police Officer:

- A.** Academy Step shall be the hiring step for the rank of Police Officer for those Members who are not certified peace officers. (Members certified as peace officers upon hiring and not required to attend an academy shall begin at Step 1, and shall be required to complete field training). A Member becomes eligible and shall be advanced by the Safety Director to Step 1, if applicable, on the first day of field training. A Member becomes eligible and shall be advanced to Step 2 following completion of field training.
- B.** A Member becomes eligible and shall be advanced by the Safety Director to Step 3 on the first day following completion of one (1) year of continuous service at Step 2.
- C.** A Member becomes eligible and shall be advanced by the Safety Director to Step 4 on the first day following completion of one (1) year of continuous service at Step 3.
- D.** A Member becomes eligible and shall be advanced by the Safety Director to Step 5 on the first day following completion of one (1) year of continuous service at Step 4.
- E.** The wage step advancements as prescribed in this Article shall be mandatory
- F.** References in this Contract to Step 1 or the Academy Step are provided only for reference and are not to be viewed as indicative of any representation made by the Lodge or the City that the Lodge had or has any role to play in the hiring or recruiting of Police Officers.
- G.** The Probationary Period is the completion of one (1) year of continuous service following the completion of field training unless otherwise extended by mutual agreement of the parties.

13.3 Pension Pick-up (Salary Reduction Method). The full amount of the statutorily required employee contribution to the Police and Fire Pension Fund (“The Fund”) shall be withheld from the gross pay of Members, shall be “picked-up” by the City, shall be designated as public employee contributions, and shall be in lieu of contributions to the Fund by each such Member. No Member subject to this “pick-up” shall have the option of choosing to receive the statutorily required employee contribution to the Fund instead of having it “picked-up” by the City 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 or the Fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

13.4 Promotional Probationary Period Excluded. No Member who is promoted to a higher rank shall be required to serve a probationary period following promotion; Members may only be reduced in pay or position for just cause.

13.5 Longevity. For all Members, the following longevity bonus schedule shall be in effect:

Years	
5 th through 10 th	\$1,075.00
11 th through 15 th	\$1,325.00
16 th through 20 th	\$1,550.00
21 st through 24 th	\$1,900.00
25 th and thereafter	\$2,250.00

The annual longevity payments shall be made to a Member, in accordance with the above schedule, in a separate lump-sum payment on the first pay period ending after the Member’s anniversary date each year. The City shall include annual longevity payments in Members’ regular rates of pay for purposes of overtime calculations. Upon termination for any reason a Member who is eligible for longevity pay under this Section (or, in the event of death, the surviving spouse or secondarily, the Member’s estate) will be paid, as part of the Member’s terminal pay, the final partial year of longevity pay, prorated to the number of hours worked during said partial year since the Member’s last anniversary date, except that payment for a Member killed in the line of duty shall be paid for a full year of longevity.

ARTICLE 14

SHIFT DIFFERENTIAL

14.1 Shift Differential Pay Rate. The shift differential for qualifying hours worked shall be as follows:

Amount Per Hour
\$1.25

14.2 Eligibility. Shift differential pay shall be paid for all work hours from 3:00 p.m. to 7:00 a.m. Shift differential pay shall be paid only for actual hours worked and shall not be paid in addition to regular pay for any hours of leave with pay, except that shift differential shall be paid for injury leave if their normal shift hours would have been under normal shift differential hours. Under the terms of this article, if authorized over-time occurs as a continuation of the regular workday, the shift differential shall be paid for each hour of overtime worked (even if the overtime occurs after 7 a.m.), and the shift differential pay shall be added to the straight-time hourly rate prior to computing the overtime rate.

14.3 Method of Payment. Shift differential pay will be paid bi-weekly.

ARTICLE 15 CLOTHING AND EQUIPMENT ALLOWANCE

15.1 Initial Issue. Upon initial appointment to the Division of Police, each new Member shall be issued all uniform parts and equipment, as defined in General Order 41.2.14, and all equipment required by the basic academy.

15.2 Recruit Criteria. A recruit shall not receive the first semi-annual payment of the annual clothing and equipment allowance which follows his or her date of hire. On the date upon which the recruit would otherwise receive the next semi-annual clothing and equipment allowance, the Member shall, in lieu thereof, receive a payment equal to the number of completed pay periods between the new recruit's date of hire and the first semi-annual clothing and equipment allowance payment date thereafter times \$46.15. A new recruit shall receive the third and all subsequent semi-annual payments.

15.3 Annual Allowance.

- A. All Members assigned to a uniformed assignment shall receive an annual uniform and equipment allowance of \$1,400.00 payable one-half in each of two semi-annual payments. Payments will be made on or before January 30th and July 30th of each calendar year in accordance with Internal Revenue Service Regulations and will be subject to withholding for tax purposes.
- B. All Members assigned to a plainclothes assignment shall receive an annual uniform and equipment allowance of \$1,400.00 payable one-half in each of two semi-annual payments. Payments will be made on or before January 30th and July 30th of each calendar year in accordance with Internal Revenue Service Regulations and will be subject to withholding for tax purposes.

- C. When a Member is reassigned from a uniform assignment to a plainclothes assignment, that Member may at his or her option, receive at the effective date of that transfer, a semi-annual uniform allowance of \$700.00. Any Member who elects to receive the semi-annual uniform allowance at the time of transfer shall not receive the next regularly scheduled semi-annual uniform allowance.
- D. The uniform allowance is for purchase and maintenance of all uniforms.
- E. The January 30th payment will cover the time period from July through December of the preceding year. The July 30th payment will cover the time period from January through June of the current year.

15.4 Terminal Pay: Prorated Payments. Upon termination for any reason, Members who are eligible for the uniform and equipment allowance will be paid as part of their terminal pay, the final partial year allowance on a prorated pay basis. Prorated payment is based upon the number of completed pay periods in the payroll year. The prorated payment shall be as follows:

1. For uniformed assignments, \$53.85 per completed pay period.
2. For plainclothes assignments, \$53.85 per completed pay period.

15.5 Required Purchases. Members shall be required to purchase uniform parts and equipment as defined in General Order 41.2.14. Members in the Detective Bureau shall receive the uniform and equipment allowance and will be expected to purchase the needed clothing to function in plainclothes assignments. The cost of approved bullet-proof vests shall be paid by the City, and shall be replaced, pursuant to manufacturer specifications, at no cost to the Member. Members shall select a bullet resistant vest from a list approved by the Chief when their original issue vest has reached its manufacturer's recommended life expectancy limit.

Whenever the Division of Police changes the uniform and equipment requirement, the City shall furnish the initial issue of said new or changed clothing and equipment at no cost to Member.

15.6 Damaged or Lost Uniform Parts or Equipment. Members shall have any clothing and uniform parts or equipment damaged or lost in the line of duty replaced by the City at no cost to Members. Members will turn in any damaged clothing and uniform parts or equipment. Any clothing uniform parts or equipment damaged or lost due to carelessness or negligence on the part of the Member will not be replaced by the City. Members shall have any personal items damaged or lost in the line of duty replaced by the City at no cost to Members. Reimbursement for non-prescription sunglasses shall be limited to seventy-five dollars (\$75.00). Watches shall be reimbursed in the amount of forty dollars (\$40.00). Members will turn in any damaged personal items. The City may require the Member to show just cause why that personal item was being used by the Member in the line of duty. Any personal item damaged or lost due to carelessness or negligence on the part of the Member will not be replaced by the City.

ARTICLE 16

HOURS OF WORK OF OVERTIME

16.1 Definitions. For the purpose of this Contract, a work week shall be considered to commence at 12:01 a.m. on Saturday and to conclude at 12:00 midnight on the following Friday. The standard work week shall consist of forty (40) hours in paid status and the standard pay period shall consist of eighty (80) hours in paid status. For Members a standard workday shall consist of eight (8) or ten (10) consecutive hours in paid status and a standard workweek shall consist of five (5) or four (4) consecutive eight (8) or ten (10) hour workdays and two (2) or three (3) consecutive days off.

Except as set forth in Section 16.6 below, "paid status" shall include work hours as well as all hours in paid status while on approved leave, including holidays, vacations, injury, military, compensatory and sick leaves.

16.2 Compensation. Compensation shall be paid to every Member on a biweekly basis. Disbursements of pay checks will be on alternate Fridays for all compensable time for the 80 hour period ending on midnight of the Friday that proceeds the pay day Friday.

16.3 Overtime. Members shall be compensated at straight time rates for all hours in paid status except that all hours worked or in paid status totaling in excess of the eight (8) or ten (10) hours standard workday and all hours worked or in paid status totaling in excess of forty (40) hours in any work week shall be compensated for at one and one half times the Member's regular straight time hourly rate.

16.4 Overtime Absence. Inability to work a prescheduled overtime assignment due to illness or death in the family will not require the Member to charge such absence against sick leave.

16.5 Compensatory Time. A Member may, in lieu of overtime pay, accumulate and use a maximum of eighty-one (81) hours of compensatory time during each calendar year. If a Member does not use all of the Member's accumulated compensatory time on or before the last day of the last pay period of each calendar year, the accumulated but unused compensatory time shall be paid to the Member at the Member's rate of pay in effect on December 31, with such payment occurring no later than the pay date at the end of the first full pay period in January. Should a Member be separated from service for any reason, the Member shall be paid the Member's accumulated but unused compensatory time at the Member's rate of pay at the time of separation. All compensatory time off requests are subject to supervisory approval by reference to the number of Members permitted to take vacation or compensatory leave, as established in Section 19.4(F).

Members may submit a request to convert compensatory leave to paid compensation at the Member's regular straight-time rate of pay at any time. Payment for converted compensatory leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion.

16.6 Investigative Subdivision On-Call Status

The City will continue to maintain its current mandatory assignments for the Investigative Subdivision to cover all periods outside of the normal working hours of the members of the Investigative Subdivision and agrees to pay the total sum of one (1) hour of pay per one day to the member of the Investigative Subdivision designated to serve in the on-call status, except that members will be paid two (2) hours pay per day when designated to serve in the on-call status on a Saturday or Sunday. This payment shall be paid as part of the member's bi-weekly paycheck.

The City will not be required to place a detective in on-call status during any period in which another member of the Detective Bureau is working.

16.7 Field Training Officer. Any Patrol Officer Member assigned as a Field Training Officer who is assigned a trainee in other than a nominal or de minimis capacity, shall receive an additional \$4.00 per hour for all hours spent as a Field Training Officer.

16.8 Substitution (Trading) of Time. A Member, at the Member's option, may agree to substitute during scheduled work hours for another Member, subject to the following:

- A) The substitution must be approved in advance by the supervisor of the Member who is seeking to find a substitute for the Member's hours;
- B) The hours the Member works as a substitute shall not be counted as hours worked for purposes of overtime, and shall not result in the payment of shift differential or other premium to a Member who otherwise does not receive that premium;
- C) The substitution may not result in the Member working back-to-back shifts; and
- D) The Member who agrees to substitute for another Member shall be held responsible for a failure to report, tardiness, absence, etc., as if it were the Member's regularly scheduled shift.

16.9 Flex Time Upon agreement by the Chief and the Member, the schedule of regular full-time sworn police officers who are of the rank of Sergeant and above may be altered or flexed on a work week basis to accommodate after-hours or off-day obligations.

ARTICLE 17

REPORT IN, CALL IN, AND COURT PAY

17.1 Report In and Call In Pay. When a Member is ordered to report to work and reports, the Member shall be paid at one and one-half (1 1/2) times the Member's regular hourly rate for all hours worked, but for a minimum of three (3) hours at this rate of pay. This provision shall apply to Members who are called to work while on off-duty time.

17.2 Court Time. Members who are required to make work related court appearances (civil or criminal) shall be paid for all such hours at the applicable rates, where such hours are during the Member's regularly scheduled shift hours. When such court appearances are not during a

Member's regularly scheduled shift hours, or the Member is on approved leave, then the Member shall be paid at the rate of one and one-half (1 1/2) times the Member's hourly rate for each such hour worked, but the Member shall be paid a minimum of three (3) hours for each such court appearance at this rate. This Section shall also apply to a Members' required appearance in any administrative hearing.

17.3 Court Stand-By.

- A. When a Member is issued a stand-by subpoena, and is required to be on stand-by status for court appearances, away from the Member's work, and outside of the Member's regularly scheduled hours, the Member shall receive two (2) hours of pay for such stand-by status at the Member's regular straight-time rate of pay. If a Member is required to make a court appearance, Section 17.2 shall apply and the Member shall not be entitled to stand-by pay.

If a Member receives a subpoena marked "stand by", the Member shall be required to telephone the Police Radio Room by using a designated phone number any time between 12:15 p.m. and 12:45 p.m. to see if the Member is required to appear in court, on said subpoena case. If the Member is advised the Member is not needed to appear in court, the Member shall request the "call for service dispatch number." This number shall be recorded by the Member on the Member's payroll time sheet the Member shall thereby be considered "released" from the "stand-by" status and shall have completed the requirements for receiving court stand-by pay.

ARTICLE 18 HOLIDAYS

18.1 Paid Holidays. Effective January 1, 2025, the following are designated as paid holidays for all Members:

New Year's Day	January 1
Martin Luther King Day	January 15
President's Day	Third Monday in February
Easter Day	
Memorial Day	Last Monday in May
Juneteenth	
Independence Day	Day upon which City schedules Fireworks ¹
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
December 24	Christmas Eve
Christmas Day	December 25
New Year's Eve	December 31

¹ If the City does not schedule fireworks, the date of July 4 will be the date for celebration of Independence Day.

Member's Birthday

Any special holiday proclaimed by the City.

18.2 Holiday Compensation/Holiday Leave Bank Members shall receive 112 hours of holiday leave January 1st of each year. The use of this time shall be scheduled with the approval of the immediate supervisor and consistent with vacation leave scheduling. Holiday leave can be used in one-half (1/2) hour increments.

No holiday time can be carried over into the next calendar year. Members must use holiday time as time off on or before the first pay period in November of each year. Any unused holiday time will be paid to the Member on the last pay period of November at the Member's current regular rate of pay.

Members who leave City employment for any reason during the calendar year shall have the holiday leave prorated based upon the number of City recognized holidays to date. For Members who terminate City employment during the calendar year, any holiday leave used in excess of this amount will be deducted from vacation leave or regular pay on the Member's final check. Members in their first year probationary period may use no more than eight (8) hours of holiday leave per leave request.

18.3 Payment for Actual Working on Holidays If a Member is scheduled to work on one of the aforementioned holidays and the Member does work, the Member will be paid one and one-half times (1 ½) the Member's regular hourly rate in addition to the Member's holiday pay in Section 18.2. If a Member is required to work mandatory or approved overtime on the day upon which the July 4 holiday is celebrated, the Member shall be paid three (3) times the Member's regular rate of pay for overtime hours worked on this holiday. Members who are assigned to work the Christmas Celebration parade or the Arts in the Alley parade shall be paid two (2) times the Member's regular rate of pay for all hours worked. These payments shall be made with the Member's regular pay.

ARTICLE 19 VACATION LEAVE

19.1 Vacation Year. The vacation year for Members shall end at the close of business on the last day of the last pay period that ends in the month of December.

19.2 Conditions of Accrual. Each Member shall accrue vacation leave by pay period at the annual rate of workdays based on the years of continuous service as established in the schedules contained in Section 19.3 of this Article. In computing years of continuous service, the higher rate of accrual will begin on the first day of the first pay period in which a continuous year of service begins.

19.3 Accrual Schedule for Vacation. The following vacation accrual schedules are established:

Years of Service	Paid Vacation Hours. Per Year	Vacation Hrs. Per Pay Period
1 yr. through & including 3 yrs.	80 hrs.	3.0769
4 yrs. through & including 8 yrs.	120 hrs.	4.6153
9 yrs. through & including 13 yrs.	160 hrs.	6.1538
14 yrs. through & including 17 yrs.	200 hrs.	7.6923
18 yrs.	240 hrs.	9.2307

19.4 Maximum Accrual of Vacation.

Years of Service	Maximum Accrual of Vacation Hrs.
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.	720 hours

- A.** At the end of each vacation year, Members shall be paid for any vacation balances in excess of the maximums fixed by this Article.
- B.** A Member who is to be separated from City service through removal, resignation, retirement or layoff and who has unused vacation leave to the Member's credit, shall be paid in a lump sum for such unused vacation leave.
- C.** When a Member dies while in paid status in the City service, any unused vacation leave to the Member's credit shall be paid in a lump sum to the Member's spouse, or secondarily the Member's estate, at the rate of pay in effect at the time of the Member's death.
- D.** All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Chief or designee.
- E.** Vacation leaves may be taken in multiples of one-half (1/2) hour.
- F.** Except as provided in this paragraph, one Sergeant and one Officer per shift shall be permitted to be on vacation leave or compensatory time leave at the

same time. If no Sergeant has scheduled vacation, two Officers per shift shall be permitted to be on vacation leave or compensatory time leave at the same time. Additional members shall be permitted to be on vacation leave beyond the numbers set forth in this provision should staffing requirements permit. A request to use vacation/compensatory time leave may be denied, or vacation/compensatory time leave that was previously approved may be canceled, by the Chief or designee if an unforeseen law enforcement emergency (e.g., natural disaster, large demonstrations or civil disturbances, etc.) requires off-duty Members to report for duty. Vacation leave also may be reduced to one (1) or no (0) Members per shift for no more than 12 occasions or events, including in-service training (which shall be counted as one event per training session) which shall be established annually by the Chief in consultation with the Lodge. The City and the Lodge agree that, in the discretion of the Chief, if staffing permits, additional Members may be permitted to schedule vacation on a day previously designated as a day on which limited vacation was allowed.

- G. When two or more Members request the same vacation time and operational needs require the limitation of the number of Members who can be off, the Member with the greater seniority will be given first choice, except that Members entitled to more than two hundred (200) hours vacation may be required to schedule that portion beyond two hundred (200) hours at a time other than during the months of June, July and August.
- H. Each Member employed by the City as of July 1, 1988 will accrue vacation leave by pay period based on total years of service which is established in the schedules contained in 19.3 of this Article. The years of total service is defined to be years accumulated from all periods of employment with the City, the State of Ohio, and any other political subdivision in Ohio. Anyone who becomes a Member after July 1, 1988 will only accrue vacation leave based on a total years of service with the City.

19.5 Conversion of Accrued Vacation. Members may submit a request to convert vacation leave to paid compensation at the Member's regular straight-time rate of pay at any time. Payment for converted vacation leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion. A Member may not convert vacation if such conversion will leave less than eighty (80) hours of accrued vacation time in the Member's vacation bank.

ARTICLE 20

SICK AND INJURY LEAVE

20.1 Sick Leave Accumulation. Each full-time Member shall be entitled for each completed eighty (80) hours of service (excluding overtime) to sick leave of 4.6 hours with pay. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the Member's credit on the basis of one-half (1/2) hour for every one-half (1/2) hour of absence for previously scheduled work.

When a Member first is employed by the City, the Member shall be advanced sick leave to the Member's credit in an amount equivalent to 120 hours.

Such new Member shall not be entitled to accumulate additional sick leave until the Member works the number of hours that would have to be worked to earn the amount of sick leave advanced.

Any Member employed prior to July 1, 1988 shall be allowed to carry over any unused and unpaid sick leave from prior service in the State of Ohio or any political subdivision in Ohio. This sick leave that is carried over shall not be paid as part of a Member's terminal pay. However, the Member may elect to use such sick time prior to using any time accrued from the City. Any Member employed after July 1, 1988 will only carry over sick leave from prior service with the City.

20.2 Sick Leaves Usage. Members may use sick leave, upon approval of the Chief or designee, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and for illness or injury in the Member's immediate family (this determination to be within the authority of the Chief); death in the immediate family and for the necessary medical, dental or optical consultation or treatment when the same cannot be obtained during off duty time. A Member is limited to five (5) days (forty (40) hours) leave for a death in the immediate family.

Immediate family for purposes of this Section is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister.

A Member shall furnish a satisfactory written signed statement to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for corrective action, up to and including removal. No Member may receive payment from the City for sick leave if the Member is receiving workers' compensation for the same purpose.

20.3 Sick Leave Conversion. Members may submit a request to convert sick leave to paid compensation at the Member's regular straight-time rate of pay at any time, and at the rate of two (2) hours of unused sick leave for one (1) hour of paid compensation. Payment for converted sick

leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion.

20.4 Cash Payment for Sick Leave Credit. Members shall, at the time of their retirement or resignation in good standing, receive payment based on the Member's straight-time rate of pay at retirement or resignation for one-half (1/2) of the accumulation in excess of 360 hours. All severance pay shall be paid at the Member's current rate of pay. In the event a Member dies, as a direct result of injury sustained in the course of the Member's employment the Member's spouse, or secondarily the Member's estate shall be paid, on a day for day basis, for the Member's unused sick leave at the rate of pay in effect at the time of the Member's death.

20.5 Donated Sick Leave

A. Eligibility - Any eligible Member may apply to the Administrative Assistant or the Chief of Police 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 them unable to perform the essential functions of their position for a minimum of four (4) consecutive weeks;
2. Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence; leave balances must first be exhausted;
3. Has not been offered non-work-related Transitional Duty; and
4. Has no disciplinary actions regarding sick leave abuse on record for progressive discipline purposes.

B. Procedure

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 Administrative Assistant or the Chief of Police. Written documentation from a medical doctor of the Member's serious illness or injury must be attached to the request. The Administrative Assistant or the Chief of Police shall have the discretion to approve or deny such request. Copies shall be provided to the Member, Human Resources and the Chief of Police.

1. Upon approval of a request for sick leave donation, the Administrative Assistant or the Chief of Police shall complete the necessary form and forward copies of same to each Member.

A Member wishing to donate sick leave to a fellow Member eligible for donation shall complete the necessary form and forward same to the Chief of Police, who shall provide a copy to Human Resources.

C. Approval - Upon approval of a Member's request for donated sick leave, the Administrative Assistant or the Chief of Police shall:

1. Notify all bargaining unit Members of the Member's need for donated sick leave, while respecting the Member's right of privacy;

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 - A Member 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 and forty (240) hours after deduction of the hours offered for donation; and

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

E. Terms and Conditions – The following additional terms and conditions shall apply to the sick leave donation program:

1. All donations 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 their 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 Members 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.

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.

5. 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 hours to another Member in a calendar year.
8. The Administrative Assistant or the Chief of Police shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall be strictly voluntary. No Member shall directly solicit donations of sick leave from another Member other than by the posting of an approved form.

20.6 Injury Leave. Each Member who is disabled from performing the duties of the Member's employment with the City due to bodily injury sustained by the Member, or illness contracted in the pursuit and performance of the duties of such employment, shall receive, in lieu of the benefits conferred upon Member by the sick leave provisions hereof, injury leave at the Member's straight-time rate of pay and any applicable shift differential. Leave shall be paid for such period of time as the Member is actually disabled by bodily injury, but for no more than six (6) months (1,040 hours).

To be eligible for injury leave, the Member must present physician certification of the injury and the cause of the injury. In addition, the Member must present physician certification that the Member is fit to return to work prior to returning to work. Any limitations on the Member's ability to perform the Member's job duties must be set forth in the physician certification. The Director of Public Safety may prescribe needed rules and regulations for the establishment of eligibility for, and administration of, the benefits conferred by this Section. The receipt of benefits pursuant to this Section shall not take or otherwise affect the accrual of sick leave, vacation time, seniority or other benefits of employment. A Member is not eligible for injury leave if the Member is receiving workers' compensation benefits.

ARTICLE 21 SPECIAL LEAVES

21.1 Special Leave. In addition to other leaves authorized herein, the Chief of Police may authorize a Member to be absent without pay for personal reasons for a period or periods not to exceed ten (10) calendar days of any calendar year. The Chief of Police may authorize special leave of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects related to the work of the Member and which will benefit the Member and the City; urgent personal business requiring the Member's attention for an extended period, such as settling an estate, liquidating a business and for other purposes beneficial to the City.

21.2 Jury Duty Leave. A Member, while serving upon a jury in any court of record will be paid the Member's regular wages for each workday during the period of time so served for up to 8 weeks less whatever amount such Member may receive as compensation for the Member's services as a juror. Time so served shall be deemed active and continuous service for all purposes.

21.3 Examination Leave. Time off with pay shall be allowed Members to participate in Grove City Civil Service tests or to take a required examination, pertinent to their City employment, before a State or Federal Licensing board.

21.4 Military Leave. Sworn officers of the Division of Police who are Members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corp. Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence in accordance with this Section.

- A. Paid Leave.** A Member shall be granted leave with pay when ordered to active military duty or required training. Such paid leave shall not exceed twenty-two (22) days (176 hours) per year, and the rate of pay for leave so taken shall be the Member's regular wages.

Where it is to the advantage of the City, and on the approval of the Chief, additional leave may be granted up to fifteen (15) additional calendar days per year.

If the military active duty exceeds 22 days (176 hours) in a calendar year, the Member shall be paid the difference between the Member's regular straight-time wages and the military pay for all days in excess of 22 in the calendar year.

As directed by the City, the Member shall submit to the City the Member's orders to active duty and the Member's record of military pay.

Typically, use of this Section under normal non-emergency circumstances shall be for approximately two-week "summer camps" Members of the reserve components of the United States Armed Forces are required to attend. To receive compensation under this Section, the Member's military service must meet the definition of "active duty" given in 32 United States Code 101(12).

- B. Military Leave Without Pay.** A Member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Members in a probationary period shall not be granted such leave. Such leave of absence shall be governed by the following principles:

1. No eligible Member shall lose the Member's rank, or seniority enjoyed at the time of the Member's enlistment, induction or call into the active service, (other than for military training leave) of the Armed Forces of the United States of America or any branch thereof, except that a provisional Member at the time of entering active military service shall not be entitled

to restoration to the Member's position if an eligible list from which appointment to such positions may be made has been established prior to the Member's application for restoration to such position.

2. Any Member who has entered the service as stated above, upon the Member's Honorable Discharge from the service and establishment of the fact that the Member's physical and mental condition has not been impaired to the extent of rendering him or her incompetent to perform the duties of the position, shall be returned to the positions the Member held immediately prior to the Member's enlistment or induction into the service or to a position if an eligible list from which appointment to such positions may be made has been established prior to the Member's application for restoration to such position.
3. Any Member serving in a position vacated temporarily due to the previous incumbent being in the military service shall be determined to have been given a permanent appointment, if the returnee fails to exercise the Member's restoration rights within the prescribed time.
4. The term "Armed Forces of the United States" as used in this Section shall be deemed to include such services as designated by the Congress of the United States.
5. Any Member transferred or advanced to a position by reason of vacancy caused by a Member serving in the Armed Forces shall be returned to the position the Member held before said transfer or advancement, or to a position of equal rank or grade upon the return of the Member from service.
6. A Member who achieves permanent status while filling a vacancy resulting from the enlistment or induction of a Member into military service, upon the return of that Member from the service, shall be placed on an eligible list in the order of the Member's original position.
7. In any case where two (2) or more Members who are entitled to be restored to a position left the same position in order to enter the Armed Forces, the Member with the greatest seniority in that classification shall have the prior restoration right without prejudice to the reemployment rights of the other Member or Members to be restored.
8. Where services in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.
9. Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one (1) voluntary enlistment.

- C. **Return from Military Leave.** Whenever a Member returns from military leave the Member shall be restored in the Member's former position at the step which corresponds to the step the Member received at the time of the Member's departure and in addition, shall be granted any pay increases to which the Member would have been entitled had the Member not entered military service.

21.5 Absence Without Leave. Whenever a Member who intends to be absent from duty without pay shall report the reason therefore to the Member's supervisor prior to the date of absence when possible and in no case later than mid-shift on the first day of absence. All unauthorized and unreported absences shall be considered as absence without leave and loss in pay shall automatically occur for the period of absence. Such unauthorized absence may also be made the grounds for corrective action.

ARTICLE 22 INSURANCE

22.1 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 a pharmacy program for all Members in accordance with the Central Ohio Health Care Consortium plan or plans adopted by such Consortium effective January 1, 2016 ("Consortium Plan"). 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.

22.2 Vision Care Plan. The City will maintain vision coverage for all Members in a manner which is at least equivalent to the vision care plan in effect on January 1, 2016.

22.3 Dental Care Plan. The City will maintain dental coverage for all Members in a manner which is at least equivalent to the dental care plan in effect on January 1, 2016.

22.4 Life Insurance. The City will maintain life insurance in the amount of the Member's gross annual base salary or \$75,000, whichever is higher.

22.5 Prepaid Legal Services. The City will maintain the prepaid legal service coverage for all Members, with the City paying all premiums.

22.6 Communicable Disease Testing. The City will pay for any testing for Members who may have been exposed to communicable diseases while in the performance of their duties.

22.7 Member Premium. Members will pay fifteen percent (15%) of the cost of all insurance set forth in Sections 22.1, 22.2, 22.3, and 22.4 of this Article. Premium amounts shall be paid the first

and second pay periods of each month for a total of twenty-four (24) pays per year. These amounts paid by Member will be reduced from the Member's gross wages for tax purposes.

22.8 High Deductible Plan Funding. The City will fund any High Deductible Plan annually at eighty percent (80%).

22.9 Members Declining Health Insurance, Major Medical and Hospitalization.

Members electing to decline health insurance coverage (as established in Section 22.1) for the following calendar year, shall receive the following payment in December of that calendar year:

- A. Members eligible for family coverage but declining all coverage -- \$2,300.00
- B. Members eligible for family coverage but accepting single coverage -- \$1,300.00
- C. Members eligible for single coverage but declining all coverage -- \$1,300.00
- D. Elections to decline coverage shall be made [during open enrollment for the following calendar year].
- E. Members whose spouse is eligible for health insurance and takes the plan provided by the City, shall not qualify for the payment.

It is the City's intent to offer a HDHP only for the duration of this contract. However, if during the term of this Agreement, the City makes available a new or additional health insurance option to any group of City employees, the Members shall have the option of enrolling in such Plan in lieu of any other health insurance provided by the City, on the same terms and conditions applicable to the City employees enrolled in such Plan.

**ARTICLE 23
PERSONAL EXPENSES**

23.1 Personal Expenses. The following shall apply as to personal expenses incurred by a Member related to travel, etc. on City business:

- A. Any Member, whenever authorized by the Chief, or designee, to engage in official daily business for/or on behalf of the City will be reimbursed for all expenses incurred. Such Member shall submit a statement of expenses to the Director of Finance with such supporting data as the Director requires.
- B. This reimbursement for any expenses shall include but not be limited to the pay for the use of private vehicles at the rate allowed by the Internal Revenue Service regulations for reimbursement.
- C. Any Member may request prepayment of any expenses. Such request shall be authorized by the City Administrator and submitted to the Director of Finance for

approval with such supporting data as the Director requires within thirty (30) calendar days following the expenditure. Reimbursement shall be made to the Member within thirty (30) calendar days of the Member's request for reimbursement.

- D.** Reimbursements other than those included in this Section shall be specifically authorized by Council.

Reimbursements made hereunder shall be treated as required by Internal Revenue Service regulations.

ARTICLE 24 WORKING OUT OF RANK

24.1 Eligibility. A Member who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of rank above that which the Member normally holds, shall receive payment consistent with the higher rank while so acting. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay for the higher rank.

24.2 Payment. A Member who is assigned to a higher rank, consistent with the provisions of this Article will receive the wages of the higher rank for hours worked in the higher rank. Any hours in paid status while on approved leave during said assignment will be paid at the Member's original straight-time rate, except that if a Member serves in a higher rank because of a permanent vacancy in the higher rank or during an absence of an incumbent for four or more work weeks, hours in paid status while on approved leave will be paid at the straight-time rate of the higher rank. The calculation of severance pay or other end of employment pay will be made using a Member's original straight-time rate prior to the Member working out of rank.

ARTICLE 25 MISCELLANEOUS

25.1 Ballot Boxes. The Lodge shall be permitted, with the prior notification to the Chief, to place ballot boxes at Police Headquarters for the purpose of collecting Members' ballots on all Lodge issues subjected to ballots. Such boxes shall be the property of the Lodge and neither the ballot boxes nor the ballot shall be subjected to the City's review.

25.2 Bulletin Boards. The Lodge shall be permitted to maintain the current Lodge bulletin boards at Police Headquarters.

25.3 Safe Equipment. The City will furnish and will maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for Members to safely carry out the Member's duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City.

25.4 Lodge Officials Roster. The Lodge shall provide to the City an official roster of its Members who are or become Lodge officers and representatives within thirty (30) days of any change. The official roster will include the Member's name and Lodge office held.

25.5 Layoffs. Layoffs and reinstatements from layoffs shall be accomplished pursuant to the procedure provided in the Rules of the Civil Service Commission. Included in the universe of employees in the Division of Police for this purpose shall be all sworn officers.

Pursuant to the Civil Service Commission layoff procedure, any sworn officer that has been bumped to a lower rank, shall be reinstated to a vacancy in the Member's prior rank before any laid off officers shall be reinstated to a position in that rank.

25.6 Purchase of Duty Weapon. Upon a Member's retirement from the Division in good standing, a Member shall be allowed to purchase the Member's duty weapon from the City for a payment of \$1.00.

25.7 Contract Copies. As soon as possible following the signing of this Contract, the City will provide each Member, either a copy of this Contract at the City's expense or make the Contract available on-line or in electronic form.

ARTICLE 26

TUITION REIMBURSEMENT

26.1 Reimbursement program. 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 the Member. 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 Chief or the Chief's designee. All courses are subject to approval by the Chief. Courses of instruction eligible for reimbursement under this program shall include courses necessary for job-related degree programs or courses of study not necessarily within a job-related degree program but which are still job-related. All scheduled times of courses must be approved by the Chief. Any situation which, in the discretion of the Chief, would require a Member's presence on the job shall take complete and final precedence over any time schedule for courses.
- B. Any financial assistance from any governmental or private agency 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. 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 Chief of Police. Reimbursement shall be made within sixty (60) calendar days of the date the Member complies with the provisions of this Section.

- D.** Reimbursement for tuition, registration fees, required course materials and books shall be granted up to a maximum of Five Thousand Dollars (\$5,000.00) per calendar year.
- E.** Any Member participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to continue employment with the City for the two (2) years following completion of the Member's course work, or repay any tuition reimbursement received within the last two (2) years prior to separation, except in the case of disability retirement or full service retirement.

ARTICLE 27

FAMILY AND MEDICAL LEAVE

27.1 Family and Medical Leave Act (FMLA) Leave.

Members shall have such right and options as are guaranteed to them by the Family and Medical 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.

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.

27.2 Substituted Paid Leave.

- A.** Accrued sick leave must be substituted for any unpaid FMLA leave taken due to the Member's own serious health condition.
- B.** Accrued but unused sick leave, vacation and/or compensatory time may be substituted, at the Member's option, for any otherwise FMLA unpaid leave taken for any reason.

27.3 Insurance Benefits.

During any FMLA leave, the City shall maintain all insurance benefits to which a Member was entitled prior to FMLA leave. Any share of health premiums which had been paid by the Member prior to FMLA leave shall continue to be paid by the Member during the FMLA leave period. If the FMLA leave is substituted paid leave, the Member's share of health premiums shall be due at the same time as it would be made if by payroll deduction. If the Member fails to timely make required health care premium payments, the City shall pay the Member's share of the Member's health care premium payment. As provided by law, the City may recover its share of health plan

premiums from the Member if the Member fails to timely make such payments during the unpaid FMLA leave.

27.4 Seniority. During an FMLA leave, a Member shall continue to accrue seniority and continuous service, during paid and unpaid status.

ARTICLE 28

HEALTH AND PHYSICAL FITNESS

28.1 Scope. The City and the Lodge recognize and agree that the maintenance of good health and physical fitness is beneficial for the efficiency and safety of all officers. Therefore, a program has been developed that includes a health and wellness educational component, and encourages acceptable levels of physical fitness.

While the health and physical fitness program is voluntary for all Members, all Members are strongly encouraged to actively participate in the program and improve their level of health and fitness. Those Members who comply with the procedural requirements, satisfactorily complete the testing process and meet or exceed the established fitness standards during a semi-annual fitness evaluation, will be eligible for special recognition and incentives.

28.2 Program Design. Each Member will have two opportunities to participate in the Physical Fitness Testing (PFT) program each year. If a Member chooses to participate, the Member is required to do the following in conjunction with the PFT program.

Upon satisfactory completion of the PFT, if the Member meets or exceeds the established standards for special recognition or incentive, the Physical Fitness Officer will notify the Division of Police that the Member has met the standard.

28.3 Physical Fitness Test (PFT). The Physical Fitness Test will be administered twice a year by a Physical Fitness Officer selected by the City and members shall be given the opportunity to participate in all phases of the PFT while in paid status. The PFT will consist of the following phases:

- A.** Flexibility. Flexibility will be determined by using the Sit and Reach Test, which is conducted according to established protocol. Members will be evaluated in this event in accordance with standards set forth in the Physical Fitness Manual.
- B.** Upper Body Strength. Upper Body Strength will be determined by a one repetition maximal bench press performed according to established protocol. Members will be evaluated in this event in accordance with the Physical Fitness manual.
- C.** Lower Body Strength. Lower Body Strength will be determined by a one repetition leg press performed according to established protocol. Members will be evaluated in this event in accordance with the Physical Fitness manual.

- D. Abdominal Strength and Muscle Endurance. Abdominal Strength and Muscle Endurance will be determined through the performance of sit-ups and push-ups performed according to established protocol. Members will be given one (1) minute to complete the sit-ups and one (1) minute to complete the push-ups. The standard sit-up technique is required for this test: lying flat on back on floor with knees elevated to 90-degree angle, feet flat on floor, arms crossed across chest, rising until arms touch thighs or knees. Members will be evaluated in this event in accordance with the Physical Fitness manual.
- E. Cardiorespiratory Endurance (Aerobic Fitness). Test of aerobic capacity will be determined through the performance of a one and one-half (1½) mile run.

28.5 Confidentiality. This program is designed to educate and encourage Members to maintain good health and physical fitness. All records shall be maintained by the Physical Fitness Officer. Periodic composite information (not traceable to individual Member's performance) concerning the overall health and fitness levels of Members who participate will be provided to the City.

28.6 Incentive Program. Members who satisfactorily complete the program requirements and are rated as either Level I (greater than the 50th percentile in 4 of the 5 non-cardio phases and greater than the 40th percentile in the cardio phase), Level II (greater than 50th percentile in all phases and an overall average score of 50% - 89%) or Level III (greater than 50th percentile in all phases and an overall average score of 90% or greater) Star Award in every phase of the Physical Fitness Test are eligible to participate in the Incentive Program.

The Incentive Program has three (3) components:

- A. Members who are rated as Level I as prescribed, or Level II or Level III in all phases of the PFT will receive incentives as follows:
 - 1. Members who are rated at Level I as defined in this article will receive incentive of four (4) additional hours of straight time pay. The payment under this section shall not be considered as compensation for hours worked, production or efficiency for purpose of overtime calculations.
 - 2. Members who are rated at Level II in all phases of the PFT will receive incentive of eight (8) additional hours of straight time pay. The payment under this section shall not be considered as compensation for hours worked, production or efficiency for purpose of overtime calculations.
 - 3. Members who are rated at Level III in all phases of the PFT will receive incentive of sixteen (16) additional hours of straight time pay. The payment under this section shall not be considered as

compensation for hours worked, production or efficiency for purpose of overtime calculations.

4. Members are eligible to receive only the incentives set forth in (1), (2) or (3) above, as applicable, but not multiple awards. Members attempting the PFT in the spring may attempt a second qualification in the fall. If the member qualifies at a higher level in the fall, they will receive the difference in incentive from the spring to the fall qualification.
5. Members must re-qualify for incentives each year, meeting Level I, Level II or Level III standards in all phases.

B. Incentive Recognition Awards. Members who are rated as Level II or Level III in all phases of the PFT will be eligible to receive and wear the following awards:

1. Members who are rated at least Level II in each phase of the PFT will receive the Physical Fitness Award Uniform Ribbon.
2. Members who are rated at least Level III in each phase of the PFT will receive a Physical Fitness Award Ribbon with a Star, to denote superior fitness levels.
3. Members receiving the incentive awards set forth in (2) and (3) above shall be eligible to wear said awards until the Member fails to meet Level II or III standards in all phases during the PFT in the following year.

ARTICLE 29

SUBSTANCE ABUSE AND TESTING

29.1 Purpose. The City and the Lodge recognize that the ability of a member to properly perform his or her duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive members of the Division of Police, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation, or discipline, it is the purpose of this Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

- A.** Dealing with incidents of substance abuse which present a reasonable likelihood of risk to members, the general public or other employees of the City;
- B.** Providing assistance to a member with drug or alcohol dependency problems; and

- C. Disciplining a member whose satisfactory work performance is adversely affected by substance abuse.

29.2 Responsibility. Although it is the responsibility of every member to be alert to potential incidents of substance abuse in the workplace, it is the primary responsibility of supervisors to initially respond to such incidents, particularly where circumstances are reasonably felt to pose a reasonable likelihood of risk to the public safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate immediate risks associated with any incident of potential substance abuse.

29.3 Definitions. The following definitions shall govern this Article:

- A. "Under the influence" means that the member is or would be adversely affected in the satisfactory performance of his or her duties by any illegal drug or alcohol, or the combination of any illegal drug and alcohol.
- B. "Legal drug" means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.
- C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained; and (3) prescribed drugs not being used for prescribed purpose. Illegal drug includes, without limitation, cannabis, cannabis derivatives, and cannabinoids.
- D. "Reasonable belief" is an articulated belief that a member is using illegal drugs or misusing alcohol such that the member's satisfactory work performance is or would be adversely affected by the presence of alcohol or illegal drugs. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the member, and reasonable inferences therefrom. Reasonable belief may be based upon a member's slurred speech, odor, disorientation, abnormal appearance, conduct or behavior, or other observable cause.

29.4 Prohibited Conduct. For purposes of this Article, a member shall not, while performing his or her duties for the City, or while in a City facility or vehicle, or while in uniform:

- A. Report to duty, remain on duty, or perform his/her duties under the influence of alcohol;
- B. Report to duty, remain on duty or perform his/her duties while being under the influence of any illegal drug, or while using any legal drug be impaired to the point that he or she cannot satisfactorily perform his or her assigned duties; or
- C. Unlawfully use, sell, purchase, transfer or possess alcohol or an illegal drug.

29.5 Reasonable Belief Testing. A member shall be tested for alcohol or illegal drug use where a trained supervisor has reasonable belief that the member's satisfactory work performance is adversely affected by the presence of alcohol or illegal drugs in the member's body in violation of **29.4. Prohibited Conduct.**

Where a member has been ordered to undergo reasonable belief testing, he or she shall be placed on administrative leave pending receipt of the test results. If the test results are negative, the member shall be returned to their assigned duties. If the tests results are positive the member will be placed on sick leave and begin the provisions of 29.13. Discipline/Rehabilitation Options. If a member exhausts their sick leave bank; vacation, comp time, and holiday leave may be used. Should all leave banks be exhausted the member shall not lose seniority.

29.6 Random Testing. Every member shall submit to random testing as directed by the City. All such tests will be unannounced and performed at reasonable intervals throughout the workday, workweek and year. Whenever a member is randomly selected to be tested, he/she will be notified of their selection and instructed to immediately report to the collection site. A member who refuses to submit to a test will be subject to discipline, up to and including discharge.

The annual number of such random tests shall not exceed 50% of the number of members covered by this Contract as of January 1 of any given year. The City shall contract with an outside vendor who shall select members for random testing using a scientifically valid method from an updated list of all members supplied by the City.

29.7 Post-Accident. Members shall be subject to a drug and alcohol test when involved in an accident which results in more than \$1000 worth of property damage or for which there is a reasonable belief that drugs or alcohol contributed to the accident.

29.8 Order to Submit to Testing. A member's refusal or failure, when ordered, to timely submit to testing permitted under this Article may subject a member to discipline, including discharge. By taking a test, a member does not waive any objection or challenge he or she may possess. Within twenty-four (24) hours of the time the member is ordered to submit to a test, the City shall provide the member with a written notice setting forth the information and observations which form the basis of the order.

29.9 Testing Determination – Reasonable Suspicion. Upon determining that a member must submit to a reasonable belief test or an unannounced test under **29.7. Order to Submit to Testing**, for alcohol or illegal drug usage, the supervisor shall give the member an opportunity, prior to the test, to request the presence of, or to seek the advice from a Lodge Representative. The member and the Lodge Representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor. The supervisor shall then determine, after considering all of the circumstances, whether the test shall be administered. The unavailability of a Lodge Representative shall not prohibit the City from requiring the member to submit to a reasonable belief test. If the supervisor determines that a test shall be given, testing shall be made immediately after discussion with the member and the Lodge Representative, if available, but no more than one hundred and twenty (120) minutes after the

reasonable belief determination has been made, whichever is sooner. The Lodge Representative, if available, may accompany the member to and be present with the member at the collection site.

The fact that a member may have been taking a legal drug shall not preclude the administration of a drug test if the supervisor has reasonable belief to believe that the member's satisfactory work performance has been adversely affected by the presence of such a legal drug; provided, however, that the ultimate disposition of the matter shall take such fact into consideration.

29.10 Testing Determination – Random Testing. Upon determining that a member must submit to a random test under **29.6. Random Testing** for alcohol or illegal drug usage, the supervisor shall give the member an opportunity, prior to the test, to request the presence of, or to seek the advice from a Lodge Representative. The unavailability of a Lodge Representative shall not prohibit the City from requiring the member to submit to a reasonable belief test. The Lodge Representative, if available, may accompany the member to and be present with the member at the collection site.

If a member selected for random testing is on vacation, temporary layoff, medical leave or otherwise not at work, the member must be referred for a random test upon his/her return to work. The City will not skip or select an alternate in the event a selected member is unavailable for testing on any particular day during the random selection period.

29.11 Collection Site/Laboratory.A. Both the collection site and laboratory performing testing under this Article shall be mutually selected by the City and the Lodge and shall be certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as said Guidelines are in effect on January 1, 2005.

- B.** The City, the collection site, and the laboratory shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall be provided in writing to the member subject to testing and, upon request, to the Lodge Representative.
- C.** For drug testing, the City, the collection site, and the laboratory shall follow the procedures set forth in 49 CFR Part 40, as said procedures are in effect on January 1, 2015, including an evidentiary chain of custody and control and split sample collection and testing. The collection site is responsible for maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted at the collection site and shall be conducted by a technician trained in such testing. Appropriate records of such testing shall be maintained by the collection site for review by the member and/or Lodge Representative. The breath testing device shall meet standards commonly used in the private sector for such testing. No other requirements or limitations set forth in 49 CFR Part 40 shall be controlling on the City, collection site, or the laboratory including without limitation on the types of illegal drugs that may be tested for, other than the testing procedures, including evidentiary chain of custody and control and split sample specimen collection and transfer.

- D. The City shall pay all costs associated with testing, except that any cost for testing of a split sample is the responsibility of the member.

29.12 Testing Procedure.A. For alcohol testing, the member shall be first given a breath test, at the collection site, followed by a confirmatory urine test only where the breath test reveals an initial positive alcohol level of .04 grams per 210 l. of breath. If the initial breath test results are below this level, testing shall be discontinued; if confirmatory urine tests results are below a level equivalent to .04 grams per 210 l. of breath, the confirmatory test shall be considered negative.

- B. For drug testing, urine samples shall be provided.
- C. Individual privacy shall be afforded to a member in the collection of urine samples, provided that the collection site may impose stringent specimen alteration and/or substitution procedures.
- D. With regard to drug testing, where the member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers at the collection site. In the presence of the member at the testing site, and without ever leaving his or her sight, each urine sample taken shall be placed in two sterile screw-capped, self-sealed, tamper-resistant urine collection containers which shall be each sealed and labeled and then initialed by the member. The samples shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The sample within the second container shall be stored at the test collection site.

The laboratory shall commence testing of the sample within the first container only if the sample is received in an undamaged condition, properly sealed and labeled, and properly initialed by the member. The certified laboratory shall first conduct an initial screening of this sample. If the test results from the screening are negative, the chief will be so advised and the testing procedure will be concluded. If illegal drugs or alcohol are found in the sample as a result of the screening, then that sample shall be submitted for confirmatory testing. The initial screening shall be accomplished by means of Thin Layer Chromatography (TLC) or equally reliable testing methods, and the confirmatory test shall be accomplished by means of Gas Chromatography/Mass Spectrometry (GS/MS). If the test results from the confirmatory test are negative, the City will be so advised and the testing procedure will be concluded. If, as a result of the initial screening and confirmatory test, the test result is positive, the member will be contacted directly by a Medical Review Officer (M.R.O.) and will be given the opportunity to explain the reasons for a positive test result. Should the member offer an explanation that in the judgment of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative and the City will be so advised and the testing procedure will be concluded.

- E. With regard to drug tests, if the test results are positive, and the member has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the

results negative, Human Resources Coordinator shall be notified and the Human Resources Coordinator shall in turn contact the member and the Chief. The City will provide members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the member's choosing, at the member's own expense, providing the member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement. If the member does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the member requests the testing of the sample within the second container and it is also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.

- F. The City shall provide each member tested with a copy of all information and reports from the collection site and laboratory in connection with the testing and results.
- G. The M.R.O. shall maintain his or her office in Franklin County, Ohio or an adjoining County.

29.13 Voluntary Request for Assistance. A member may voluntarily enter treatment without a requirement of prior testing. A member who voluntarily seeks assistance for a substance abuse problem before being required to submit to a random, unannounced, or reasonable belief test shall not be subject to discipline, but the member shall comply with **29.14 Referral to Treatment**.

29.14 Discipline/Rehabilitation Options. Where a member has been ordered to undergo testing and the test results are positive as specified in **29.12. Voluntary Request for Assistance**, the City may, depending upon individual circumstances, discipline the member and/or offer the member the opportunity for rehabilitation (treatment). Any discipline shall be for just cause and shall take into account all facts and circumstances, including the member's desire for and/or progress in treatment, and the member's work record.

With the exception of a positive test for use of a controlled substance, the use or possession of which in any amount would constitute a felony, and notwithstanding the above paragraph, any discipline to be imposed for a first violation of **29.4. Prohibited Conduct** shall be held in abeyance pending completion by the member of a treatment program and mandatory random drug testing for a period of thirty-six (36) months. If the member successfully completes a treatment program, random drug testing, and is not further disciplined for substance abuse for thirty-six (36) months following the date upon which the member was tested, the discipline shall be withdrawn and the initial charge dismissed. However, a member may be disciplined for any misconduct which may be coincident with a member's violation of **29.4. Prohibited Conduct**.

A member serving his or her initial probationary period may be discharged, without referral to a treatment program, at the sole discretion of the City.

29.15 Referral to Treatment. Where the member seeks or is offered the option for treatment under **29.12. Voluntary Request for Assistance** or **29.13. Discipline/Rehabilitation Options**, and the member accepts this referral, the member must:

- A. Agree to cooperate in and successfully complete appropriate treatment as determined by the substance abuse professional(s) or physician(s) involved;
- B. Discontinue use of illegal drugs or misuse of legal drugs or alcohol;
- C. Agree to authorize persons involved in counseling, diagnosis and treating the member to disclose to the City the member's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment, and any threat to property or safety perceived in connection with the member's continued performance of his or her job duties;
- D. Complete any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and,
- E. Agree to submit to unannounced testing during treatment and up to six (6) times during the eighteen (18) month period following the date upon which the member was tested.

Members who do not agree to act or who do not act in accordance with the foregoing may be subject to discipline, up to and including discharge.

29.16 Right of Appeal. The member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this agreement is grievable. Any evidence concerning test results which is obtained either in violation of the standards contained in this Article, or in violation of the procedures required by this Article shall not be used to support disciplinary action involving the member.

29.17 Treatment Costs. Treatment costs arising out of the member's use of such services shall be paid for by the member's insurance program, subject to any deductible, co-payment and coverage limits under the member's insurance program. Members will be allowed to use any paid leave (including vacation, compensatory time, sick leave or holiday leave) or take an unpaid leave of absence for the necessary time off involved in a treatment program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

29.18 Confidentiality. All testing and actions taken under or pursuant to this Article shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this Agreement relative to disciplinary action taken against a member.

29.19 Other Laws. This Article is in no way intended to supersede or waive any rights that a member may be entitled to under federal or state constitutions or any applicable law. Any action

taken pursuant to this Article shall not be used as evidence or otherwise in any criminal proceeding against a member.

ARTICLE 30

DURATION OF AGREEMENT

30.1 Duration. All provisions of this Contract become effective upon ratification, unless otherwise specified in this Contract, and shall continue in force and effect until midnight December 31, 2027.

30.2 Modification. Negotiations for modification of this Contract or negotiations for a successor Contract shall be subject to provisions of Chapter 4117 of the Ohio Revised Code, including the dispute resolution provisions of the Ohio Revised Code 4117.14.

Signatures.

30.3. Signed and dated at Grove City, Ohio on this _____ day of _____, 2025 by
the authorized representatives of the City and the Lodge.

FOR THE CITY:

FOR THE LODGE:

Richard Ike Stage
Mayor, City of Grove City

Brian Steel, President,
Capital City Lodge No. 9

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

Ben Petrovich, Lodge Liaison

Catherine Burgett, Counsel for the City
of Grove City

Lee Fletcher, Team Member

Carrie Rose, Team Member

Aaron Ragland, Team Member

Matt Ryan, Team Member

Tom McCoy, Team Member

Brian Kitko, Team Member

Kevin Holmstrom, Team Member

Ronald Snyder, Lodge Attorney

Date: 12-09-25
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mayor
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-56-25
1st Reading: 12/15/25
Public Notice: 12/16/25
2nd Reading: 01/05/25
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-56-25

AN ORDINANCE TO GRANT AN EXCEPTIONAL CIRCUMSTANCE FOR 4009 BROADWAY TO INCREASE THE MAXIMUM AWARD UNDER THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM

WHEREAS, on March 4, 2019, Council approved Ord. C-09-19, replacing Exhibit A of the Town Center Commercial Revitalization Grant Program; and

WHEREAS, Exhibit A, which contains the requirements for the Program, provides, in part, "an exceptional circumstance may be granted by City Council to increase the maximum award amount for a specific project"; and

WHEREAS, an exceptional circumstance under the Program may be established where the project merits "special consideration"; and

WHEREAS, "special consideration" may be found when a minimum of three of the following criteria are satisfied: (1) proposed improvement will substantially enhance the vitality and appearance of the Town Center Core and Broadway Corridor; (2) proposed improvement will result in creation of jobs; (3) proposed improvement will result in the leveraging of additional economic investment and/or activity; (4) proposed improvement will result in the utilization of sustainable building and site design concepts; (5) proposed improvement will result in the attainment of a needed service or goal as set forth in the Town Center Plan; (6) proposed improvement will result in the attainment of a needed service or goal as set forth in the GroveCity2050 Community Plan; (7) proposed improvement will result in the maintenance and enhancement of exterior structures and their interior facilities; (8) proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of occupants; and (9) proposed improvement will result in substantially improved accessibility and compliance with current Americans with Disabilities Act standards.

WHEREAS, the applicant is proposing to undertake and renovate the retail space at 4009 Broadway, formerly occupied by The Garden Bar, for an expanded restaurant use by completing projects including hood suppression and associated mechanicals. Other improvements include roof hatch & ladder, demolition, drywall work, gas, plumbing, signage, and electrical upgrades; and

WHEREAS, this project results in the enhancement of the vitality and appearance of the Town Center Core (1), creation of jobs (2), leverage additional economic investment and/or activity (3), attain goal as set forth in the Town Center Plan (5), and attainment of a service/goal as set forth in the GroveCity2050 Community Plan (6), proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of occupants (8); and

WHEREAS, the applicant is proposing to complete \$111,400.00 in improvements and has submitted an application and, as part of that process, is requesting an exceptional circumstance to obtain a grant in excess of the maximum award; and

WHEREAS, the Eligibility Application was submitted in August 2025 for the improvements; and

WHEREAS, the property owner has agreed to forego grants for program years 2026 and 2027.

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

SECTION 1. This Council finds that special circumstances have been satisfied and hereby grants an exceptional circumstance to the applicant at 4009 Broadway, making it eligible for an award of **\$40,000.00**, which is in excess of the maximum currently permitted under the Town Center Commercial Revitalization Grant Program (\$10,000), to be used toward eligible projects under the Town Center Revitalization Grant Program. No additional grants shall be approved for this property in 2026 or 2027, unless a second-story addition is added to the building, funds may be applied for in the 2027 TCCR program year.

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 12/09/25
Introduced By: Mr. Holt
Committee: Finance
Originated By: Ms. Houk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-56-25
1st Reading: 12/15/2025
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-56-25

A RESOLUTION TO CONTINUE THE WORK OF EDUCATING THE COMMUNITY AND PREPARING A BALLOT QUESTION FOR A 0.50% INCOME TAX INCREASE FOR CONSIDERATION OF THE ELECTORATE IN NOVEMBER, 2026

WHEREAS, on March 18, 2019, Resolution CR-09-19 established a Grove City Citizen Financial Review Task Force City with emphasis on the City's desire to continue providing services and amenities consistent with residents' vision of a safe and vibrant community; and

WHEREAS, on August 24, 2020 the Citizen Financial Review Task Force presented their recommendations which emphasized the exploration of an increase of income tax from 2.0% to 2.5% to boost revenue for city services and an increase in the level of service for Parks & Recreation ; and

WHEREAS, on February 24, 2025, during the Parks Committee Special Meeting, City Council approved the recommendation to support the City of Grove City Administration and Jack Castle, Director of Parks and Recreation Department to move forward with exploration of a central hub, multi-generational city-operated community recreation facility; and

WHEREAS, on March 3, 2025, Resolution CR-08-25 was passed by Council in support of the Director of Parks and Recreation's creation of a Site Selection Committee and a Finance Committee to assist with the research and planning efforts for the proposed city-operated community center; and

WHEREAS, during the August 18, 2025 report recapping the work of the Site Selection and Finance Committees tied to a future community center, the Finance Committee recommended placing an income tax increase of half of one percent (0.50%) on the November 4, 2026, ballot.

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

SECTION 1. The Members of Council are in support of continuing this work through a community education process in the early part of 2026.

SECTION 2. City Council should then prepare and consider an ordinance in anticipation of taking this question to the electorate in November of 2026.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 12/09/25
Introduced By: Mr. Wilson
Committee: Admin/Rules
Originated By: Ms. Houk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-57-25
1st Reading: 12/15/2025
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-57-25

A RESOLUTION TO CONTINUE THE WORK OF PREPARING AMENDMENTS TO THE CHARTER NECESSARY TO TRANSITION TO A COUNCIL-MANAGER FORM OF GOVERNMENT UPON APPROVAL OF THE ELECTORATE

WHEREAS, during its February 24, 2024 governance retreat, Council established that examination of the Charter and the changes required for a transition to the Council — Manager form of government was a top priority; and

WHEREAS, Council held a Forms of Governance Work Session on May 13, 2024, leading Council members to each prepare a list of areas of concern and Charter changes they would like to see addressed; and

WHEREAS, City Council established a special Charter Review Committee on August 5, 2024 through Resolution CR-33-24 for the express purpose of reviewing the Charter provisions related to form of government and propose changes; and

WHEREAS, the special Charter Review Committee final report presented on March 3, 2025 made it clear that 8 of 9 members recognized the possible benefit of some changes to the Charter, and a majority of members expressed support of a transition to the Council — Manager form of government; and

WHEREAS, on May 5, 2025 during discussion of next steps, Council members voiced support of a series of meetings to work through a draft of Charter amendments for consideration of the electorate as well as an appropriate educational process and timeline; and

WHEREAS, Council held special Charter discussion sessions on June 16, 2025, July 7, 2025, July 21, 2025, August 4, 2025, September 2, 2025, and October 20, 2025 in order to finalize a working draft of updates to the City's Charter.

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

SECTION 1. The Members of Council are in support of continuing this work through a community education process in the early part of 2026.

SECTION 2. The attached working draft of the Charter should serve as a framework for these future discussions. Particular attention should be given to unresolved questions of Term Limits, the appointment process for both the Law Director and Finance Director, and the use of a Nominating Committee on petitions for candidacy.

SECTION 3. The final proposed Charter amendments should be ready for an ordinance in anticipation of taking this question to the electorate in November of 2026.

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

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

ARTICLE I
INCORPORATION, FORM OF GOVERNMENT, POWERS

SECTION 1.01 INCORPORATION.

—The inhabitants of the Village of Grove City, Franklin County, Ohio, within its corporate limits as now established or as hereafter established in the manner provided by law, shall continue to be a body politic and corporate by the name of The City of Grove City, and as such shall have perpetual succession. This municipal corporation shall hereinafter be referred to as the City.

SECTION 1.02 BOUNDARIES.

—The City shall have full power and authority to change its boundaries and to annex other territory contiguous to it in the manner set forth in the general laws of Ohio.

SECTION 1.03 POWERS.

—The City shall have and exercise all the powers, general or special, governmental or proprietary, that may now or hereafter lawfully be possessed or exercised by municipal corporations under the Constitution and laws of Ohio. The mention of or reference to specific powers in this Charter shall not be construed to be exclusive, it being the intent that the City shall have and may exercise all powers which it would be competent for this Charter specifically to enumerate.

SECTION 1.04 MANNER OF EXERCISE OF POWERS.

—All powers of the City shall be exercised in the manner prescribed in this Charter, or if the manner be not specifically set forth herein, then in such manner as the Council may provide by ordinance. To the extent that both Charter and ordinances are silent, the powers may be exercised in the manner provided by general law.

SECTION 1.05 FORM OF GOVERNMENT.

—The form of government established by this Charter shall be known as the ~~Strong Mayor-~~Council-~~Administrative Assistant~~Manager Plan.

ARTICLE II THE COUNCIL

SECTION 2.01 NUMBER, SELECTION AND TERM.

—The Council shall consist of seven (7) members. Each ward shall elect one (1) resident member for a four-year term. Two (2) members shall be elected at-large for a four-year **term** ~~with one seat being elected in the opposite election of the Mayor. other at-large seat.~~ (Amended 11- 7-17)

SECTION 2.02 QUALIFICATIONS.

—Any qualified elector who has been a resident of the City or of territory annexed thereto for a period of at least one year prior to the filing of his petition for election to the office of council **member**, who is not the occupant of an incompatible office, shall be eligible to serve as a member of the Council. A council member who ceases to be a qualified resident elector or who accepts and enters upon the performance of the duties of an incompatible office, shall automatically vacate his office on the Council. A Council Member elected by a Ward who ceases to reside in that Ward, shall be deemed to vacate their office on the Council unless redistricting of the Wards causes the change. (Amended 11-7-17)

SECTION 2.03 VACANCIES.

—Vacancies in the office of Council members shall be filled by the selection of a person qualified as provided in Section 2.02 of this Charter, by the remaining members of the Council **within sixty (60) days of the date of vacancy. If they do not do so, the vacancy shall be filled by Mayoral appointment.** If the vacancy occurs in the representation of a ward, the vacancy shall be filled by the selection of a resident of the same ward. The Council member so selected to fill a vacancy shall serve until the next regular Municipal election occurring not less than ninety (90) days after his selection, when a successor shall be chosen by the voters for the remainder of the unexpired term, if any, if not, for a full term.

(Amended 11-2-82)

SECTION 2.04 SALARY.

—Council members shall receive an annual salary. The Council may, by ordinance, provide a different rate of salary for Council members; however, no increase in salary may be paid to any Council member during the term which he is serving at the time the increase is voted, and no ordinance providing for a salary increase may be declared an emergency ordinance. Such an ordinance shall be passed and published at least sixty days prior to a City election in order to be effective for the following term. (Amended 11-7-17)

SECTION 2.05.1 BEGINNING OF TERM, ~~MEETINGS, OFFICERS.~~

—All elected City officials shall take the oath of office on or before January 1st and shall take office on the ~~second~~first day of January following regular municipal election. ~~Newly elected members shall take the oath of office and the Council shall elect from its own number a president of Council to preside over its sessions and to serve as mayor in the event of the latter's death or disability.~~

2.05.2 ORGANIZATIONAL MEETING

The Council shall ~~also~~ elect at its organization meeting, a clerk, who shall perform such duties as the Council may prescribe and shall receive such compensation for said services as may be provided by ordinance. The Clerk shall not be a member of the Council. ~~Thereafter meetings~~

2.05.3 MEETINGS

Meetings shall be held regularly at a time prescribed by the Council Rules, but not less frequently than once each month. All meetings of the Council shall be open to the public except for those exemptions set forth in the Ohio Revised Code and approved by two-thirds vote of all of the members of Council. All meetings of the Council shall be held in person except as allowed by the laws of the State of Ohio or as Council may further provide by ordinance. (Amended 11-6-62; Amended 11-7-17)

SECTION 2.06 ELECTION CONTESTS.

—The Council shall be the judge of the election and qualifications of its own members and for the purpose of hearing election contests it shall have power to subpoena witnesses and require the production of books and papers.

SECTION 2.07 RULES: JOURNAL.

—The Council shall determine its own rules and order of business, in conformity with the provisions of this Charter. It shall cause the Clerk to keep a journal of its proceedings, which shall be open to public inspection.

SECTION 2.08 POWERS OF COUNCIL.

—All powers of the City ~~not specifically vested in other offices permitted~~ by this Charter, the Constitution, and the laws of the State of Ohio, shall be vested in ~~the~~ Council, ~~which shall determine all questions of general policy.~~ Council shall exercise such powers by the enactment of ordinances or the adoption of resolutions, as herein provided. ~~Among~~

~~other powers the~~Without limitation of the foregoing, Council shall have ~~authority~~the power to:

- (1) Establish administrative departments, agencies, boards and commissions and define their duties and powers;
- (2) Adopt the Municipal tax budget and the annual appropriation ordinance;
- (3) Inquire into the conduct of any Municipal officer or employee in his performance of his public duties;
- (4) Make investigations of any office, department or agency of the City government.;
- (5) Regulate and restrict the use of privately owned real estate in the interests of health, safety, morals, welfare and conveniences of the people by establishing zones, and limiting land use and building height and area.;
- (6) Adopt and approve plats of subdivisions within the corporate limits.;
- (7) Adopt and modify the official map of the City.;
- (8) Create a housing authority and provide for safe and sanitary housing for families of low income.;
- (9) Authorize the rehabilitation of blighted areas, in cooperation with Federal agencies, on recommendation of and according to plans prepared by the City Planning Commission.;
- (10) Enact ordinances establishing police, sanitary and other regulations contemplated by Article XVIII, Section 3 of the Ohio State Constitution.;
- (11) Employ a Certified Public Accountant to make an audit of the financial affairs of the City whenever such an audit is deemed necessary; provided, however, that such an annual audit shall be made within two months after the close of each fiscal year in which an audit has not been made under the authority of the Auditor of State.;
- (12) Authorize the levy of taxes and the issuance of bonds, as provided in this Charter.

SECTION 2.09 ADMINISTRATIVE CODE.

—Subject to the provisions of this Charter, and after consultation with the ~~Mayor and his Administrative Assistant~~City Manager, the Council shall adopt an administrative code which shall provide in detail the organization of the City government, define the powers and duties of each of its organization units and determine, in general the administrative procedures to be followed. In the administrative code, Council shall authorize the number of positions in the various departments, divisions, and offices of the City and adopt a wage, salary and benefit structure for all positions within the classified and unclassified service of the City. The Council shall have authority to delegate in such administrative code to the ~~Mayor and to his Administrative Assistant~~City Manager and then to the heads of departments, power to make rules and regulations consistent with the administrative code,

the Charter and the State law, when applicable, to govern management practices to be employed by the officers and employees under their supervision.

SECTION 2.10 ORDINANCES.

—Every action of the Council establishing any offense and providing for the imposition of any penalty, or providing for the levy of any tax or assessment or for the expenditure of any public funds or for the contracting of any indebtedness, as well as all actions required by this Charter to be taken by ordinance, shall be taken formally in the following manner. Each proposed ordinance shall be introduced in writing and shall contain a title, an opening clause "Be it ordained by the Council of Grove City, Ohio" and a body in which there shall be set forth at length the action to be taken and the classes of persons to be affected thereby. Each ordinance shall contain but one subject which shall be clearly set forth in its title. If the Council does not reject the ordinance at the time of its introduction, it shall be given a first reading, and shall lie over for at least seven days, or until the next regular meeting of the Council, unless this waiting period is waived by a vote of two-thirds of all the members of the Council, in an emergency. In this interval, and not less than five days before the second reading of the ordinance, the Clerk shall cause to be published, a summary of the contents of the proposed ordinance, and a notice of the time and place of the Council meeting at which it will be next considered, inviting interested citizens to be present and to express their opinions thereon. At the time and place so advertised, the Council shall convene, the ordinance shall be given a second reading and any persons present who desire to be heard for or against its adoption shall be heard, under such rules as the Council may provide for the purpose. Written arguments and briefs for or against the proposed ordinance may also be filed at the hearing, or thereafter, by leave of Council. After the hearing (or immediately after first reading if the waiting period is waived by a two-thirds vote) the Council shall vote on whether or not the ordinance shall be adopted, with or without amendments, or rejected. A favorable vote of a majority of the members of Council shall be necessary to adopt an ordinance. Final passage shall be attested by the President of Council, and the Clerk. ~~Such action of Council shall be subject to approval or disapproval by the Mayor and in the event that the Mayor disapproves such action, Council may override the Mayor by a two-thirds vote of all the members of Council. The Mayor shall exercise his power of veto within ten (10) days after such ordinance is approved by Council. In the event that the Mayor does not exercise his veto power, such ordinances shall take effect by computing from day of Council approval.)~~ Ordinances shall take effect by computing from day of Council approval. (Amended 11-6-62; 11-7-17)

SECTION 2.11 PUBLICATION OF ORDINANCES.

—After passage of an ordinance, public notice thereof shall be published, by summary only, for ten days on the City's website. Such summary shall consist of a brief statement of the purpose and effect of the ordinance. A copy of the full text of the ordinance shall be posted for not less than ten (10) days after passage in a public place in City Hall. (Amended 11-2-82; 11-7-17)

SECTION 2.12 EFFECTIVE DATE OF ORDINANCES.

—Ordinances raising revenue, those making appropriations for current expenses shall go into effect upon passage and publication, ~~and approval of the Mayor or the expiration of ten (10) days after approval of Council. Appropriation ordinances as described in Section 5.05 of this Charter shall not be subject to the veto power of the Mayor and shall take effect as described in Section 5.05 and Section 5.06 herein.~~ and publication. Ordinances declared to be emergency ordinances by a 2/3rds vote of Council, shall go into effect upon passage, ~~publication and approval of the Mayor or the expiration of ten (10) days after approval of Council~~ and publication.

—All other ordinances shall go into effect thirty (30) days after publication in order to afford an opportunity for the filing of referendum petitions as provided by statute.
(Amended 11-7-17)

SECTION 2.13 ADOPTION OF ORDINANCES BY REFERENCE.

—The Council may adopt standard ordinances and codes prepared and published by public or private agencies on such matters as fire prevention, building construction, electrical wiring, plumbing, heating, ventilating and air conditioning and other topics by reference to the date and source of the code without reproducing the same at length in the ordinance. In all such cases publication of the code, at length, by the City shall not be essential to its validity. Such code(s) shall be kept at all times in the office of the Clerk for reference by interested persons. (Amended 11-7-17)

SECTION 2.14 INITIATIVE AND REFERENDUM.

—The provisions of the Ohio Revised Code relating to the use of the initiative and referendum by the qualified voters of municipalities with reference to municipal ordinances are hereby adopted and declared applicable in this City, subject to the provisions of this Charter.

SECTION 2.15 RESOLUTIONS.

—Action by Council which is not required by this Charter to be by ordinance, and which is not of general public application or interest, may be taken by resolution. Such a resolution shall be introduced in writing, by a member of Council, and may be adopted by voice vote of a majority of "Council". No waiting period, notice or publication shall be required and a resolution shall become effective on its adoption ~~and not subject to veto.~~ However, the Clerk of Council shall record resolutions in a separate book, which shall be a public record.
(Amended 11-7-17)

ARTICLE III
THE MAYOR, VICE MAYOR AND ACTING MAYOR.

SECTION 3.01 ELECTION, TERM.1 MAYOR.

~~—At the~~its organization meeting following the regular Municipal~~municipal election in 1959~~ and at each four , Council shall elect one of its members as the Mayor for a two-year interval thereafter a mayor~~term of office. The Mayor shall be elected;~~

(1) preside at all meetings of Council;

(2) perform ceremonial duties and functions as necessary;

(3) exercise all judicial powers and functions granted to mayors of municipal corporations by the laws of the State of Ohio and applicable court rules;

(4) have authority to appoint a magistrate, with the approval of Council, to hear and determine prosecutions of criminal cases subject to the laws of the State of Ohio;

(5) exercise military powers and functions granted to mayors of municipal corporations by the laws of the State of Ohio or the laws of the United States; and

(6) perform or exercise such other powers, duties and functions as provided by this Revised Charter and the Council Rules of Order, to the extent such Council Rules of Order are consistent with this Revised Charter.

SECTION 3.2 VICE MAYOR.

At its organization meeting following regular municipal election, Council shall elect one of its members as the Vice Mayor for a two-year term of office. In the event of a vacancy in the office of Mayor, the Vice Mayor shall succeed to the office of Mayor to serve for a term of four years.the remainder of the unexpired term and Council shall elect another of its members to the office of Vice Mayor to serve for the unexpired term of office. In the event of the temporary absence or disability of the Mayor, the Vice Mayor shall exercise all powers, duties and functions of the Mayor.

SECTION 3.023 ACTING MAYOR.

In the event of the temporary absence of both the Mayor and Vice Mayor, the senior Council member, based on length of continuous elected service with the City, shall serve as the Acting Mayor.

ARTICLE IV **CITY MANAGER**

4.01 APPOINTMENT, QUALIFICATIONS, AND COMPENSATION.

~~—All candidates for mayor shall possess the same qualifications as those prescribed in Section 2.02 of this Charter for members of Council.~~

SECTION 3.03 VACANCIES, TEMPORARY AND PERMANENT.

~~—Whenever the Mayor is temporarily incapacited or absent from the City, his administrative functions shall be performed by his Administrative Assistant and his judicial functions by the President of Council. In case of his death, removal from the City, resignation or permanent disability, the President of Council shall become Mayor and thereby vacate his office in the Council.~~

SECTION 3.04 SALARY.

~~—The Mayor shall receive a salary per annum, payable monthly. The Council may, by ordinance, change this salary, but no increase may become effective until the beginning of the next term of office after its adoption. An ordinance making such a salary change shall not be declared an emergency ordinance, and it shall be passed and published at least sixty days prior to the day of the election in order to become effective with the term of the mayor elected at such election. (Amended 11-7-17)~~

SECTION 3 Council shall appoint a City Manager. The City Manager shall be appointed solely on the basis of executive and administrative qualifications. The City Manager need not be a resident of the City at the time of appointment, but shall become a resident of the City within six months after appointment, unless Council approves a longer period of time or residence outside the City. Council shall determine the compensation of the City Manager.

4.02 PROCEDURE FOR REMOVAL.

The City Manager may be suspended by resolution of Council which shall set forth the reasons for suspension and proposed removal. A copy of such resolution shall be served immediately upon the City Manager. The City Manager shall have five days in which to reply in writing, and upon request, shall be afforded a public hearing, which shall occur not earlier than ten days nor later than fifteen days after the hearing is requested. After the public hearing, if requested, and after full consideration Council may adopt a final resolution of removal. The decision of Council to suspend or remove the City Manager shall be in the sole discretion of Council, by a 2/3rds vote, and shall not be subject to review by any court. If the City Manager is suspended from duty as provided under this Section, Council shall appoint an Acting City Manager.

4.03 ACTING CITY MANAGER.

By letter filed annually with the Clerk of Council by January 31, the City Manager shall designate a City employee to exercise the powers and perform the duties of the City Manager during the Manager's absence or disability. Council may revoke such designation at any time and appoint another employee of the City to serve as Acting City Manager.

4.05 POWERS AND DUTIES OF THE CITY MANAGER.

~~—The Mayor shall be recognized as the chief executive of the City and as the judge to hear and determine misdemeanor cases arising under the City ordinances, as provided by State law, until another and different court for such purpose shall be provided by State legislative act. He shall attend all meetings of Council with the right to participate in debate, but not to vote. He shall appoint the members (except ex-officio members) of the Civil Service Commission, the City Planning Commission, the Board of Zoning Appeals and the Park Board, as well as any other boards or commissions established by ordinance. He shall appoint (or delegate to his Administrative Assistant or to the heads of departments, boards and commissions, the appointment of) all City employees, subject to the provisions of this Charter and the State Civil Service Law applicable to city civil service. He shall transmit to the Council annually, on or before the 20th day of June the tax budget estimates of the City for ensuing calendar year. He shall likewise transmit to the Council on or before November 15th of each year the proposed appropriation ordinance for the next calendar year. All administrative activities, other than those here enumerated, he shall delegate to a professional administrative assistant. (Amended 11-7-17)~~

SECTION 3.06 ADMINISTRATIVE ASSISTANT.

~~—The Mayor shall appoint, at a salary within the salary range adopted by Council, an administrative assistant who shall under the supervision and direction of the Mayor serve as the full-time administrative head of the City's operations. He shall be chosen on the basis of his executive and administrative qualifications in the profession of public management, as shown by the adequacy of his technical training and his successful experience in public administration. He shall have no fixed term of office, but shall serve at the pleasure of the Mayor. (Amended 11-7-17)~~

SECTION 3.07 DUTIES OF ADMINISTRATIVE ASSISTANT.

~~—The Administrative Assistant shall coordinate, supervise and direct; subject to the authority of the Mayor, and in conformity with this Charter, the ordinances of the City and State and national laws; all the administrative activities of the City except those expressly confided to other agencies by this Charter. Among other duties he shall:~~

~~—(1) Prepare the budget estimates and the appropriation ordinance annually and submit them to the Mayor for transmittal to the Council.~~

~~–(2) Prepare and submit annually a complete public report on the finances of the City and on the administrative activities of each department, board and commission for the preceding year (State of the City). This report shall be published on the City's website on or before June 30.~~

~~–(3) Perform~~The City Manager shall be the chief administrative and law enforcement officer of the City. The City Manager shall be responsible to Council for the administration of all municipal affairs placed in the City Manager's charge by or under this Revised Charter, the legislation of the City and the laws of the State of Ohio. Without limitation of the foregoing, the City Manager or designee shall:

(a) appoint, promote, suspend, remove or otherwise discipline any City employee, except as otherwise provided by or under this Charter;

(b) direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter;

(c) attend all regular and special meetings of Council with the right to participate in discussions but not to vote;

(d) enforce within the City all laws, provisions of this Charter and legislation of the City;

(e) prepare and submit budgets and capital programs to Council as set forth in Article 6 of this Charter;

(f) keep Council fully advised as to the financial condition and future needs of the City;

(g) submit to Council and make available to the public complete records of the finances and administrative activities of the City;

(h) make such other reports as Council may require concerning the operations of City departments, divisions, offices, boards, commissions, bureaus, and agencies;

(i) provide staff support services for Council and the City's boards, commissions and committees;

(j) execute on behalf of the City all contracts, leases, deeds, easements, conveyances and agreements; and

(k) perform such other powers, duties, not inconsistent with this Charter, and functions as may be conferred or required by the Mayor this Charter or by Council.

SECTION 4.06 CITY EMPLOYEES

Except for the purpose of inquiries and investigations under Sections 2.08(3) and 2.08(4), Council by ordinance. (Amended 11-7-17) members shall deal with City employees who are subject to the direction and supervision of the City Manager solely through the City Manager. No member of Council shall in any manner direct or demand the hiring or termination of any City employee whom the City Manager is empowered to hire, but Council may express its views and fully and freely discuss with the City Manager anything pertaining to the hiring and termination of such employee(s).

ARTICLE V
DEPARTMENTS, BOARDS AND COMMISSIONS

SECTION ~~3.08~~5.01 ADMINISTRATIVE DEPARTMENTS, DIRECTORS.

—There shall be a Department of Finance, a Department of Law, a Department of Safety, and a Department of Service, and such other departments as may be established by the administrative code. Each department shall be headed by a full-time or part-time director, appointed by the ~~Mayor~~City Manager. Such director shall have supervision and control over the department personnel of his department under the immediate direction of the City Manager~~Administrative Assistant to the Mayor~~. Two or more departments may be headed by the same person. ~~The Administrative Assistant may serve as director of one or more departments, if so designated by the Mayor.~~

The Director of Law and the Director of Finance shall be appointed and removed by the City Manager, subject to the consent and approval of Council. The Director of Law and the Director of Finance shall serve at the pleasure of the City Manager and Council. All other directors shall be appointed by the City Manager and shall serve at the pleasure of the City Manager. The City Manager, with the consent of Council, may serve as director of one or more departments.

SECTION ~~4.01~~5.02 BOARD AND COMMISSION APPOINTMENTS/REMOVALS

All appointments and removals from any City Board or Commission shall be done so by Council.

CITY PLANNING COMMISSION.

—There shall be a five-member City Planning Commission consisting of citizen members appointed to four-year overlapping terms. Unless otherwise provided by Council, this Commission shall have all the power and authority conferred upon such commissions by general State law and shall conduct its affairs in a manner provided by such State law.
(Amended 11-2-82; Amended 11-7-17)

SECTION ~~4~~5.02 ZONING BOARD OF APPEALS.

—There shall be a Zoning Board of Appeals of three (3) citizen members appointed to overlapping terms of four (4) years. Unless otherwise provided by Council, this Board shall have all the power and authority conferred upon such boards by general State law and shall conduct its affairs in a manner provided by such State law.

SECTION ~~4~~5.03 PARK BOARD.

—There shall be a Park Board consisting of five (5) citizen members appointed to overlapping terms of four (4) years. Unless otherwise provided by Council, this Board shall have all the power and authority conferred upon such boards by general State law and shall conduct its affairs in a manner provided by such State law.

SECTION 45.04 CIVIL SERVICE COMMISSION.

—There shall be a Civil Service Commission of three (3) citizen members appointed to overlapping terms of four (4) years. Unless otherwise provided by Council, this Commission shall have all the power and authority conferred upon such commissions by general State law and shall conduct its affairs in such a manner provided by such State law.

(Amended 11-2-82)

SECTION 45.05 QUALIFICATIONS OF MEMBERS OF BOARDS AND COMMISSIONS.

—The members appointed by ~~the Mayor~~Council to any board or commission created by this article shall be residents of the City and during their service on such boards or commissions, hold no other Municipal office or employment. Except as specifically provided in this Charter no person may serve simultaneously on two or more such boards or commissions. Such service shall be without compensation, unless and until such compensation may be provided by ordinance. Vacancies on such boards and commissions shall be filled by appointment by ~~the Mayor~~Council for the unexpired term.—(Amended 11- 7-17)

ARTICLE ~~V~~VI FINANCE

SECTION 56.01 FISCAL YEAR.

—The fiscal year of the City for budget, accounting and tax purposes shall be the calendar year.

SECTION 56.02 PREPARATION OF TAX BUDGET.

—~~The Mayor~~The City Manager and Director of Finance shall submit to Council, in accordance with the Laws of the State of Ohio, a budget estimate and an explanatory budget message on or before the twentieth day of June of each year for the fiscal year beginning on the first day of January following. (Amended 11-7-17)

SECTION 56.03 PUBLIC HEARING ON ESTIMATES.

—Upon receipt of the budget estimates from the ~~Mayor~~City Manager and Director of Finance, the Council shall consider and approve them, with or without amendments, and forward them to the County Budget Commission on or before the twentieth day of July. It shall likewise cause at least two copies of the estimates to be filed in the office of the

Director of Finance of the City for public inspection not less than ten days before the date fixed for Council consideration, which shall be not later than July 15 and at least one public hearing thereon shall be held, before the Council, of which public notice shall be published on the City's website not less than ten days prior to such hearing. (Amended 11-7-17)

SECTION ~~56~~.04 TAX LEVY.

—Upon receipt from the County Budget Commission of the certificate of its action upon the tax budget, the Council shall levy the necessary taxes and certify them to the County Auditor on or before the first day of October.

SECTION ~~56~~.05 APPROPRIATION ORDINANCE.

—The ~~Mayor~~City Manager, with the assistance of the ~~Administrative Assistant and~~ Director of Finance, shall forward the annual appropriation ordinance to the Council, with such comments and explanations, in writing, as he may desire, not later than November 15. The Council shall cause at least 5 days' public notice to be given of the meeting at which it proposes to consider and adopt the ordinance and at that time shall afford interested citizens an opportunity to be heard, after which the ordinance shall be adopted, with or without amendments. If amendments are made which increase authorized expenditures beyond estimated revenues, Council shall provide the additional revenue necessary to produce a balanced budget. The appropriation ordinance shall be adopted not later than December 24, and shall take effect on January 1 following. ~~If the appropriation ordinance is not adopted by this date, it shall be deemed to have been adopted as submitted by the Mayor.~~ (Amended 11-7-17)

SECTION 5.06 (Removed 11-7-17)

SECTION ~~56~~.07 (Removed 11-7-17)

SECTION ~~56~~.08 TRANSFER OF FUNDS.

—The Council, on recommendation of the ~~Mayor~~City Manager may at any time, by resolution, transfer any unencumbered balance of an appropriation from one project to another under the jurisdiction of the same organization unit. During the last fiscal quarter of the year, Council may, by resolution or on recommendation of the ~~Mayor, or the~~ MayorCity Manager, may transfer any unencumbered balance of an appropriation from a project under one organization unit to a project under the jurisdiction of another organization unit. Transfer shall not be made from appropriations for debt service or other fixed budget items.

SECTION 56.09 CERTAIN CONTRACTS AND EXPENDITURES PROHIBITED.

—No officer, department or agency shall, during any fiscal year, expend or contract to expend any money or incur any liability, or enter into any contract or agreement on behalf of the City which involves the expenditure by the City of any money in excess of that appropriated and allotted for such expenditures or obligations. Any purported obligation of the City, oral or written, made in violation hereof shall be void.

SECTION 56.10 CERTIFICATE OF FINANCE DIRECTOR.

—Every contract, purchase order, or other document purporting to create a financial obligation against the City shall, in order to be valid and enforceable, bear a certificate signed by the Director of Finance stating that funds are available from which to pay it. Such certificates shall be affixed before the document is delivered by the City to the vendor or contractor and before any goods are delivered or services rendered. At the same time, the estimated amount of the obligation created thereby shall be entered as an encumbrance against allotted funds, which shall thereupon not be available to finance any other transaction, to the extent of such encumbrance.

SECTION 56.11 CONTRACTS NOT TO BE PERFORMED WITHIN ONE YEAR.

—When it is necessary to enter into a contract which cannot be performed within a year, the Council shall authorize such contract specifically by ordinance. The portion to be paid during the current fiscal year shall be encumbered and the budgets for subsequent years shall include the amounts to be paid during such years as a fixed charge.

SECTION 56.12 FEES.

—All fees received by any officer or employee of the City in connection with his employment with the City shall be accounted for and paid into the City treasury.

SECTION 56.13 CENTRAL PURCHASING.

—The Council shall establish a purchasing agency either as an independent office or as a division of the Department of Finance, whose duty it shall be to contract for, purchase, store, and distribute to all agencies of the City the supplies, printing, material and equipment they require, within the appropriations made by Council and the allotments ~~by the Mayor~~ under this Charter. ~~The Mayor may designate his administrative assistant as City Purchasing Agent.~~

SECTION ~~5~~6.14 COMPETITIVE BIDDING.

—Purchases of goods and services for the City shall be made pursuant to specifications through open competitive bidding under such rules, as the Council may establish by ordinance. (~~Amended 11-7-17~~)

ARTICLE ~~VI~~VII TAXATION AND BORROWING

SECTION ~~6~~7.01 GENERAL.

—The laws of the State of Ohio relating to special assessments, budgets, appropriations, debts, bonds, and other fiscal matters of the City shall be applicable to the City, except as modified by or necessarily inconsistent with the provisions of the Charter or the ordinances or resolutions of Council enacted pursuant thereto and except when provision therefor is made in the Constitution of the State of Ohio.

SECTION ~~6~~7.02 LIMITATION ON THE RATE OF TAXATION.

—(A) The aggregate amount of taxes that may be levied by the Council without a vote of the people, on property assessed and listed for taxation according to value, shall not exceed in any one year seven mills for each one dollar of assessed valuation, of which not more than three mills may be levied for current operating expenses of the City and not more than four mills may be levied to pay the interest on and principal of all general obligation notes and bonds of the City heretofore and hereafter issued, provided that taxes levied to pay the property owners' portion of special assessment bonds and notes shall be exempt from such seven mill limitation.

—(B) The limitation of this Charter upon the power of Council to levy taxes shall not operate as a limitation upon the power of Council to levy taxes upon such other subjects and for such other purposes as may be lawful under the Constitution and laws of the State of Ohio, nor shall the authority of Council to submit additional levies on property assessed and listed for taxation according to value to a vote of the people under the authority of the Constitution or laws of the State of Ohio be deemed impaired or abridged by reasons of any provision of this Charter.

(~~Amended 11-5-85~~)

ARTICLE ~~VH~~VIII
NOMINATIONS AND ELECTIONS

SECTION 78.01 MUNICIPAL ELECTIONS.

—The regular Municipal elections shall be held on the Tuesday after the first Monday in November in the odd numbered years. The Council may, by resolution, order a special election at any time, the purpose of which shall be set forth in the resolution.

SECTION 78.02 CONDUCT OF ELECTIONS.

—Both regular and special Municipal elections shall be conducted by the Board of Elections of Franklin County under the provisions of this Charter. Where the Charter is silent, the provisions of the State election shall be followed.

SECTION 78.03 WARDS.

—The area of the City shall be divided into five (5) wards, to be numbered from one to ~~four~~five inclusive. The Council shall divide the City into the five (5) wards by ordinance and in 1992 and every ten (10) years thereafter, Council shall review, and if there is a difference in population between the largest ward and the smallest ward of forty percent (40%) or greater, Council shall redistrict the wards to five (5) wards within twenty percent (20%) of equality as to population.

—Territory annexed to the City may be added to one or more of the five (5) wards by ordinance; in such a manner as to include within each ward a substantially equal number of registered voters. (~~Amended 11-2-82; 11-7-17~~)

SECTION 78.04 NOMINATIONS.

—There shall be no primary election for City officers. Nominations for the ~~office of Mayor and~~ Council ~~Member~~ At-Large shall be made by petitions signed by not less than fifty nor more than one hundred registered voters. Nominations for ward Council ~~Members~~ shall be by petition signed by not less than twenty-five nor more than fifty registered voters, residents of the ward. Candidates for the office of ward Council ~~Members~~ shall be residents of the ward they seek to represent at the time of filing their petitions. All petitions shall be on the standard forms for the use of nonpartisan candidates for such offices; group petitions shall not be used. Petitions shall be filed with the Board of Elections at least ninety days before the day of election.

SECTION 78.05 SPONSORS, ACCEPTANCE, VERIFICATION.

—Each candidate shall have a sponsoring committee of five registered voters, whose names and addresses shall appear on each copy of his petition. The signature of the candidate, indicating his acceptance of the nomination and willingness to accept the office, if elected, shall appear on each copy of his petition. The petition may be in a number of parts, but each part shall be verified under oath by the circulator as required by law.

SECTION 78.06 BALLOTS.

—The full names of all candidates nominated shall be printed on the official ballot under the offices for which they have filed, without party designation.

SECTION 78.07 VOTING, ELECTION.

—Each qualified voter shall have one (1) vote for each of the following City offices to be filled at the election: Ward Council Members from the voter's ward, ~~the office of Mayor,~~ and Council Member At-Large. A plurality of the votes cast for each office shall be sufficient to elect.

(Amended 11-2-82)

ARTICLE VIII

IX

RECALL

SECTION 89.01 RECALL.

—The voters of the City shall have power to recall and remove from ~~office the mayor or~~ any member of the Council before the expiration of his term, such power being known as the recall. A recall may be started by the filing with the Clerk of the City a petition signed by qualified voters equal in number to twenty-five per cent of those who cast ballots ~~for mayor~~ at the last preceding City election, requesting that the ~~mayor or a~~ council member, named in the petition, be removed from office.

If the Clerk, ~~if he~~ finds the petition sufficient, it shall be certified to the Board of Elections, to be placed on the ballot at the next succeeding regular or primary election occurring not less than ninety days thereafter the question: Shall John Doe (using the name of the ~~mayor or the~~ council member named in the petition) be recalled from office as ~~mayor (or as council member)~~ in the City of Grove City? Yes__No_. If, at the election, a majority of the votes cast on the question shall be in favor of recall, the ~~mayor or~~ council member shall forthwith retire from office, and the vacancy thus created shall be filled in the manner provided in this Charter. No recall petition shall be filed against an officer during the first six months in office. If an

officer against whom a petition is filed is continued in office by the vote at the election, no further recall petitions may be filed against him for a period of one year.

SECTION ~~8~~9.02 FORM OF PETITIONS: COMMITTEE.

—All petition papers circulated for the purposes of recall shall be uniform in size and style. The signatures to petitions need not all be appended to one paper, but to each separate part there shall be attached an affidavit of the circulator as provided herein. Each signer shall sign his name in ink or indelible pencil and shall insert after his name his place of residence and the date of signing. There shall appear on each copy of the petition the names and addresses of the same five voters who, as a committee of the petitioners shall be regarded as responsible for the circulation and filing of the petition. This committee shall file a sample copy of the petition with the Clerk of the City before any signatures are solicited or obtained. Attached to each part of the petition, when signed and filed with the Clerk, shall be an affidavit of the circulator thereof that he only personally circulated the foregoing paper, that it bears a stated number of signatures, that each signature was affixed in his presence, and that he believes them to be the genuine signatures of the persons whose names they purport to be.

SECTION ~~8~~9.03 FILING AND EXAMINATION OF PETITIONS.

—All separate papers comprising a recall petition shall be assembled and filed with the Clerk of the City as a single instrument. Within twenty days thereafter the Clerk shall examine the petitions and determine their validity and sufficiency and report thereon to the Council.

SECTION ~~8~~9.04 AMENDMENT OF PETITIONS.

—In case any petition is found to be insufficient, the Clerk shall notify the committee of the petitioners and the petition may be amended within ten days after the date of notice. The Clerk shall, within five days after such an amendment has been filed, reexamine the petition, and if it is still insufficient, the petition shall be rejected and no further action taken thereon.

ARTICLE ~~IX~~X GENERAL PROVISIONS

SECTION ~~9~~10.01 OATH OF OFFICE.

—Every officer and employee of the City shall, before entering upon his duties, take and subscribe to the following oath or affirmation to be filed and kept in the office of the Clerk:

"I solemnly swear (or affirm) that I will support the Constitution of the United States and of the State of Ohio and will obey the laws thereof and that I will, in all respects, observe the provisions of the Charter and ordinances of this City, and will faithfully discharge the duties of _____, upon which I am about to enter."

SECTION ~~9~~10.02 OFFICIAL BOND.

—All officers and employees of the City whose duties require them to handle or be concerned with the management of its money or other property, shall furnish to the Clerk a corporate surety bond issued by a company authorized to do business in Ohio, to protect the City against loss due to their acts. The amount of such bond shall, in each case, be determined by the Council. The premiums on such bonds shall be paid from the funds of the City.

SECTION ~~9~~10.03 PERSONAL INTEREST.

—No member of the Council or any officer or employee of the City shall have any financial interest, direct or indirect in any contract with or sale to the City of any materials, supplies or services, or any land or interest in land. A person who knowingly and willfully violates this section shall be guilty of malfeasance in office, and upon conviction thereof shall be removed from office. Any contract or agreement made in violation of this section shall be voidable at the election of the Council.

SECTION ~~9~~10.04 AMENDMENTS TO THE CHARTER.

—Any section of this Charter may be amended as provided in Article XVIII Section 9 of the Ohio Constitution, by submission of proposed amendments to the electors of the Municipality. Such amendments may be initiated either by a two-thirds vote of the Council or by petition to the Council of ten per cent of the electors. In the year ~~2031~~2035 and every ten years thereafter, a Charter Review Committee shall be formed consisting of two members appointed by each ward Council Member, ~~and~~ two appointed by the at-large Council Members, ~~and three appointed by the Mayor.~~ The Committee shall submit a report to Council within a twelve-month period. (Amended 11-7-17)

SECTION ~~9~~10.05 COUNCIL MEMBERS.

All references herein to members of Council shall be here and after referred to as Council members.

(Added 11-2-82)

ARTICLE XI
TRANSITIONAL PROVISIONS

SECTION ~~10~~11.01 (Removed 11-7-17)

SECTION ~~10~~11.02 (Removed 11-7-17)

SECTION ~~10~~11.03 (Removed 11-7-17)

SECTION ~~10~~11.04 (Removed 11-7-17)

SECTION ~~10~~11.05 (Removed 11-7-17)

SECTION ~~10~~11.06 (Removed 11-7-17)

SECTION ~~10~~11.07 (Removed 11-7-17)

SECTION ~~10~~11.08 WHEN CHARTER TAKES EFFECT.

—This Charter shall be voted upon at the general election held on November 4, 1958. If approved by the voters, the Charter shall go into effect on July 1, 1959, for the purpose of nominating candidates for the first City election hereunder. The first election of mayor and councilmen under this Charter shall be held on November 3, 1959. The council member at-large and the council members from wards one and three shall be elected for terms of two years while the mayor and the council members from wards two and four shall be elected for terms of four years. The term of office of the Municipal officers of Grove City elected at the Municipal election in 1957 shall cease and terminate at noon on the 16th day of November, 1959, at which time the mayor and council members elected under this Charter shall take office. In November, 1961, there shall be elected a council member at-large for a two year term and council members for wards one and three for a four year term. For all purposes other than the nomination and election of the first officers under this Charter, the Charter shall take effect and be in force from and after noon on the 16th day of November, 1959.

SECTION ~~10~~11.09 APPOINTMENTS TO BOARDS AND COMMISSIONS.

—The first appointments by the Mayor to the appointive positions on the City Planning Commission, the Zoning Board of Appeals, the Park Board and the Civil Service Commission shall be made for terms of two, four and six years, beginning on November 16, 1959. The Mayor shall indicate the term to which each person is being named. Thereafter, as terms expire, appointments to such boards and commissions shall be made for a full term of six years.

SECTION ~~10~~11.10 TERMS AND ADDITION OF TWO COUNCIL MEMBERS.

—The Council At-Large seat shall transition to a four (4) year term beginning with the 2021 election. The addition of an additional Council At-Large seat shall occur with the 2023 election. The addition of a Ward 5 Council Member shall first occur with the election in 2023 for a two (2) year term, then in 2025 for a full four (4) year term. (~~Added 11-7-17~~)

0127090.0607160 4901-2430-7043~~v~~4v2