

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

April 18, 2016

6:00 – Review Rules of Council & Caucus

7:00 – Reg. Meet.

Presentations:

FINANCE: Mr. Davis

- Ordinance C-25-16 Authorize the City Administrator to enter into an Agreement with Pitney Bowes for a Postage Meter for Mayor's Court. Second reading and public hearing.
- Ordinance C-26-16 Authorize the City Administrator to enter into an Agreement with Time Warner Communications for Data Connectivity to the Statewide Ohio Multi-Agency Radio Communications System. Second reading and public hearing.
- Ordinance C-27-16 Authorize the City Administrator to enter into an Agreement with Lighttower Fiber Networks for Data Connectivity between the City of Grove City and Jackson Township. Second reading and public hearing.
- Ordinance C-28-16 Grant an Exceptional Circumstance for 3946 Broadway to Increase the Maximum Award under the Town Center Commercial Revitalization Grant Program. Second reading and public hearing.
- Ordinance C-29-16 Authorize the City Administrator to enter into an Agreement with Time Warner Communications for Data Connectivity. Second reading and public hearing.
- Ordinance C-31-16 Authorize the Mayor and City Administrator to enter into a Contract with the Fraternal Order of Police, Capital City Lodge #9 and to Appropriate \$176,165.00 for the Increased Cost. First reading.
- Ordinance C-32-16 Amend Ordinance C-16-16 to Authorize the City Administrator to enter into an Agreement with the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO. First reading.
- Ordinance C-33-16 Amend Various Sections of Chapter 161 of the Codified Ordinances titled Employment Provisions for City Employees. First reading.
- Ordinance C-34-16 Amend Section 161.09 of the Codified Ordinances titled Fringe Benefits. First reading.
- Resolution CR-17-16 Waive the provisions of Section 139.05 of the Codified Ordinances to Purchase Flexmat to Stabilize the Banks and Prevent Erosion at the Fryer Park Pond. First reading.

SAFETY: Ms. Lanese

- Ordinance C-35-16 Amend Sections 1305.17 III and V titled Building Division Fee Schedule. First reading.
- Ordinance C-36-16 Amend Chapter 713 of the Codified Ordinances titled Garage Sales. First reading.
- Ordinance C-37-16 Authorize the City Administrator to enter into an Agreement with the Ohio Attorney General for Employment Related Background Checks. First reading.
- Resolution CR-18-16 Waive the provisions of Section 903.05 (a&c) of the Codified Ordinances for the Annual Alumni Softball Tournament on July 30 & 31, 2016.
-

LANDS: Mr. Bennett

- Ordinance C-30-16 Vacate a 10+ wide Easement between Lot 475 and Lot 476 of Pinnacle Club, Section 5. Second reading and public hearing.
- Ordinance C-38-16 Approve a Special Use Permit for Outdoor Sales for Deja Vu Boutique, The Farm Table, Zassy's Treasures & Design located at 3952 Broadway. First reading.
- Ordinance C-39-16 Accept the Plat of Mount Carmel Health System Grove City Hospital. First reading.
- Ordinance C-40-16 Amend the Zoning Text for 625.92 acres located South of White Road and East of I-71, as adopted by Ord. C-126-03. First reading.
- Resolution CR-19-16 Approve the Amendments to Subarea E of the Development Plan for the Pinnacle Club located South of White Road, as approved by Res. CR-24-04.
- Resolution CR-20-16 Approve Amendments to the Development Plan for Mount Carmel Grove City Medical Center as approved by Res. CR-36-16.
- Resolution CR-21-16 Intent to Appropriate Fee Simple Title for the Improvements to Gantz Road.
- Resolution CR-22-16 Affirm the Insight2050 Initiative as part of the Mid-Ohio Regional Planning Commission's effort to prepare the Central Ohio Region for Future Grown and Support the Commencement of GroveCity2050.
-

FILE: Minutes of: 04/4 - Council Meeting ; 4/5 Planning Commission

Date: 03/29/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Vedra
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-25-16
1st Reading: 04/04/16
Public Notice: 04/08/16
2nd Reading: 04/18/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-25-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PITNEY BOWES FOR A POSTAGE METER FOR MAYOR'S COURT

WHEREAS, the Mayor's Court postage meter lease is not renewable and the City has obtained quotes for a new 60 month term with upgraded equipment; and

WHEREAS, because the agreement with Pitney Bowes exceed twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a multi-year agreement with Pitney Bowes for a postage meter for Mayor's Court as set forth in Exhibit A.

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

Roby Schottke, 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

PITNEY BOWES LEASE TERMS AND CONDITIONS

L1. DEFINITIONS

Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms. PBI is the manufacturer of the equipment. PBGFS, a wholly-owned subsidiary of PBI, provides you with the leasing services.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.

L2.2 **You may not cancel this Lease for any reason. All payment obligations are unconditional.**

L2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, software license and maintenance fees and other charges.

L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us written notice between 120 days and 30 days before the Lease expires (unless the law requires the period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBI PROVIDES YOU WITH THE LIMITED WARRANTY IN THE PITNEY BOWES TERMS.

L7.2 PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).
- (d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of Insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).
- (f) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (g) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

Date: 03/28/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: XX
Current Expense: _____

No.: C-26-16
1st Reading: 04/04/16
Public Notice: 04/08/16
2nd Reading: 04/18/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-26-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TIME WARNER COMMUNICATIONS FOR DATA CONNECTIVITY TO THE STATEWIDE OHIO MULTI-AGENCY RADIO COMMUNICATIONS SYSTEM

WHEREAS, in 2014, Council approved Ordinance C-35-14 for a multi-year agreement with Agile Networks for data connectivity to the statewide Ohio Multi-Agency Radio Communications System; and

WHEREAS, at that time, the cost per month was approximately \$625; and

WHEREAS, currently through Time Warner Communications, the same service will cost approximately \$375 per month for 5 years; and

WHEREAS, in an effort to save costs, the City wishes to enter into a new 5-year agreement with Time Warner Communications; and

WHEREAS, because the new agreement with Time Warner Communications exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a new multi-year agreement with the Time Warner Communications for data connectivity to the statewide Ohio Multi-Agency Radio Communications System.

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

Roby Schottke, 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

C-26-16

**AMENDMENT 2
TO
SERVICE ATTACHMENT 1
BY AND BETWEEN
TIME WARNER CABLE
AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

This Amendment Number 2 ("Amendment") is entered into by and between the State of Ohio, Department of Administrative Services, Office of Information Technology ("the State") and Time Warner Cable Enterprises LLC, successor in interest to Time Warner Entertainment Company, L.P. ("Vendor"), and sets forth additional and amended terms and conditions that shall apply to the Master Service Agreement (MSA) of September 2, 2009 ("Agreement"), by and between the State and Vendor and such Agreement including Service Attachment #1 having an effective date of September 2, 2009, as amended by Amendment 1 to Service Attachment 1, having an effective date of May 14, 2012 ("Service Attachment 1"). The State and Vendor are referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the State and Vendor mutually desire to amend Service Attachment 1 as further described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. The tables set forth in Section 5.1.3 of Service Attachment 1, as amended by Amendment 1 to Service Attachment 1, are hereby deleted in their entireties and replaced with the table set forth immediately below:

E-Line Point-to-Point Ethernet Connection Service Pricing Schedule

<u>Port Speed (Mbps)</u>	<u>MRC Month to Month</u>	<u>MRC 12 Month Term</u>	<u>MRC 24 Month Term</u>	<u>MRC 36 Month Term</u>	<u>MRC 48 Month Term</u>	<u>MRC 60 Month Term</u>	<u>Non- Recurring Installation Fee</u>	<u>Non- Recurring Construction Costs²</u>
1.5	\$ 493	\$ 411	\$ 342	\$ 298	\$ 259	\$ 225	Waived	ICB
3	\$ 602	\$ 502	\$ 418	\$ 364	\$ 316	\$ 275	Waived	ICB
5	\$ 657	\$ 548	\$ 456	\$ 397	\$ 345	\$ 300	Waived	ICB
10	\$ 764	\$ 637	\$ 531	\$ 462	\$ 401	\$ 349	Waived	ICB
20	\$ 821	\$ 684	\$ 570	\$ 496	\$ 431	\$ 375	Waived	ICB
25	\$ 876	\$ 730	\$ 608	\$ 529	\$ 460	\$ 400	Waived	ICB
50	\$ 1,073	\$ 894	\$ 745	\$ 648	\$ 564	\$ 490	Waived	ICB

100	\$ 1,095	\$ 913	\$ 760	\$ 661	\$ 575	\$ 500	Waived	ICB
200	\$ 1,456	\$ 1,214	\$ 1,011	\$ 879	\$ 765	\$ 665	Waived	ICB
300	\$ 1,643	\$ 1,369	\$ 1,141	\$ 992	\$ 863	\$ 750	Waived	ICB
400	\$ 1,796	\$ 1,497	\$ 1,247	\$ 1,084	\$ 943	\$ 820	Waived	ICB
500	\$ 1,971	\$ 1,643	\$ 1,369	\$ 1,190	\$ 1,035	\$ 900	Waived	ICB
1000	\$ 2,628	\$ 2,190	\$ 1,825	\$ 1,587	\$ 1,380	\$ 1,200	Waived	ICB
2000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
3000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
4000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
5000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
10000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

2. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control in a manner consistent with Section 1.15 of the Agreement. Except as herein modified, all terms, provisions and conditions of the Agreement, including Service Attachment 1 shall remain in full force and effect, and shall govern the obligations of the State and Vendor.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives. Amendment is effective the date the State's duly authorized representative signs on behalf of the State, ("Amendment Effective Date").

TIME WARNER CABLE ENTERPRISES LLC

**STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE
SERVICES**





Signature

Signature

Troy Dixon

Robert Blair/srd

Printed Name

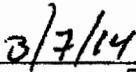
Printed Name

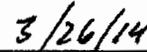
VP Sales

DAS Director
Assistant Director/CIO

Title

Title





Date

Amendment Effective Date

13-36666-92

Federal Tax ID

Date: 03/28/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: XX
Current Expense: _____

No.: C-27-16
1st Reading: 04/04/16
Public Notice: 04/08/16
2nd Reading: 04/18/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-27-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH LIGHTOWER FIBER NETWORKS FOR DATA CONNECTIVITY BETWEEN THE CITY OF GROVE CITY AND JACKSON TOWNSHIP

WHEREAS, through a cooperative agreement with Jackson Township, the City will be providing IT services and solutions for the Township; and

WHEREAS, in order to provide these services, the City must run fiber between the City and Township administrative building and all of the fire stations; and

WHEREAS, Lightower Fiber Networks is able to provide the fiber connections at a cost of approximately \$1,350 a month for 3 years; and

WHEREAS, the costs associated with this project are discounted based upon a prior agreement between the City and Lightower and the Township will be paying these costs; and

WHEREAS, because the new agreement with Lightower exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a new multi-year agreement with the Lightower Fiber Networks for data connectivity between the City and Township administrative building and all of the fire stations.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance



C-27-16

**DARK FIBER SERVICES SUPPLEMENT
TO THE
MASTER SERVICE AGREEMENT**
CUSTOMER: City of Grove City, Ohio

This Dark Fiber Services Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **FIBER TECHNOLOGIES NETWORKS, L.L.C.** (“Provider”) and Customer, and is hereby incorporated into and made a part of the **Master Service Agreement** between the Parties (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Master Service Agreement.

1. SCOPE OF SUPPLEMENT

This Supplement applies to dark fiber Services. This Supplement shall not apply to the transport (e.g. Ethernet, SONET, wavelength and other so-called "lit" transport services), Internet, or colocation Services

2. ADDITIONAL TERMS

The following additional terms and conditions shall apply to the provision of such dark fiber Services.

“Cable”: Fiber optic cable with fiber optic filaments contained in any suitable jacketing or sheath that is already in place, or is yet to be installed, and to which Provider will have access by ownership, lease, right to use, or otherwise.

“Cable Accessories”: The attachment and suspension hardware, splice closures and other components necessary for the placement of the Cable either underground or overhead or for the continuity of the fiber filaments.

“Customer Fibers” or “Service”: The Fibers that are licensed to Customer under a Service Order.

“Customer System”: The fiber optic system owned or controlled by the Customer on the Premise Side of the Point of Demarcation including, without limitation, all associated Customer Equipment.

“Fibers”: The fiber optic filaments contained in the Cable.

“Lateral”: Fiber connecting a Route to a building entrance through conduit or overhead drops to a point within the building agreed upon by Provider and Customer, provided that such building is directly off a Route.

“Network Side”: The side of the Point of Demarcation on which the Cable is located prior to termination, for which Provider is responsible, as contemplated in the Agreement and any corresponding Service Order.

“Premise Side”: The side of the Point of Demarcation on which the Customer Equipment and/or a third party’s equipment is located after the termination of the Cable, for which Customer is responsible, as contemplated in the Agreement and any corresponding Service Order.

“Provider Fibers”: All fibers in the Cable in which Provider retains ownership and/or the right to use, other than those specifically licensed for use by Customer hereunder.

“Route”: The geographic path along which the Cable and Customer Fibers are located.

“Route Segment”: A portion of the Route between any two points, including, without limitation, a portion of the Route comprising a Lateral.

3. FIBER SPECIFICATIONS; LATERALS

3.1 Cable Design and Construction.

Laterals. In the event a Service Order provides for Lateral(s), Provider shall construct (if necessary) and install such Lateral(s), and Customer shall only have the right to use the Fibers in such Lateral(s) designated as Customer Fibers, and the remaining fiber optic filaments within the Lateral Cable shall be designated as Provider Fibers. For each Lateral, Customer shall pay a charge as agreed upon by Provider and Customer and specified in the applicable Service Order. Provider shall have the right to install (in addition to the Customer Fibers) any number and type of fibers on, along, or in each such Lateral for any purpose, including, without limitation, leasing or licensing such fibers to any third party or parties. Provider’s installation of such Lateral(s) shall be subject to the receipt of any required regulatory approvals and Underlying Rights.

3.2 Specifications. The Specifications applicable to the Services are set forth in the attached **Exhibit A**, incorporated herein by reference.

4. USE OF SERVICE

4.1 License. Subject to the terms and conditions set forth in the Agreement and an applicable Service Order for dark fiber, Provider will grant to Customer a license to use such fiber optic filaments within the Cable designated as Customer Fibers; the number, identity, type, and location of Customer Fibers shall be as set forth in a Service Order(s). Customer shall only have the right to use the Fibers designated as Customer Fibers, and the remaining fiber optic filaments within the Cable shall be designated as Provider Fibers. Customer acknowledges and agrees that Provider may not be the owner of the Fibers but may instead lease, license, or acquire a right to use such Fibers from a third party together with the right to sub-lease Fibers to Provider's customers.

4.2 Limitations on Rights and Obligations. In addition to, and not in limitation of, any limitations set forth in the Agreement, the Parties agree that:

4.2.1 Use by Customer. Customer shall exercise its rights hereunder in accordance with the terms set forth herein and applicable international, state, local and federal laws and regulations.

4.2.2 Use by Provider. Nothing herein shall be construed as limiting or restricting Provider or its Affiliates in any manner from using its or their own cables, fibers, or any other facilities, easements and/or rights of way for the installation of additional fiber optic cables, for use as telecommunications facilities, or for any other purpose.

4.2.3 Subordination. Customer understands and agrees that Provider's ability to grant Customer the license to use the Customer Fibers pursuant to this Agreement, and to attach, install, construct, operate, and maintain the Provider Network and Customer Fibers, is at all times subject and subordinate to, and limited by, the Underlying Rights, applicable laws, rules, ordinances, codes, and regulations. By virtue of the Agreement, Customer shall only have the license to use the Customer Fibers or related facilities, expressly granted herein, and, in no event, shall such license be construed to be greater than the Underlying Rights to use such Customer Fibers. Provider shall not be liable for any acts or omissions by Provider, its employees or affiliates that interfere with or otherwise affect Customer's use of the Customer Fibers to the extent such acts or omissions are required by the Underlying Rights, including, without limitation acts or omissions that deny the use of, alter or remove the Cable and Cable Accessories.

4.2.4 Sublicensing. Customer shall not assign, transfer, lease, sublease, license, sub-license, or otherwise grant a right to use, the Customer Fibers to any third party without the prior written consent of Provider.

4.3. Relocation of Fibers.

4.3.1 Relocation Requested By Customer. Customer may request relocation, replacement, or rebuild of the Customer Fibers, subject to Provider's approval, the execution of a Service Order and Customer's payment to Provider of all costs and expenses associated with any such relocation, replacement or rebuild, including overhead costs and markups. No relocation or replacement of the Cable, Cable Accessories or related facilities shall be performed without the prior written agreement of Provider, which shall be in Provider's sole discretion.

4.3.2 Required Relocation. In the event that Provider is required by any underlying service provider, public authorities, or lawful order or decree of a regulatory agency or court or any other reason beyond Provider's reasonable control, to relocate or modify any or all Cable on the Route upon which the Customer Fibers are located, Provider's costs for any such work shall be shared on a pro rata basis with Customer. Provider shall not be responsible for the costs of, nor shall it be liable for, the removal, relocation or replacement of any Customer Equipment or other Customer property on the Premise Side of the Point of Demarcation. If the relocation or replacement of the Cable is requested or caused by a third party, Provider shall attempt to obtain reimbursement of Provider's costs from said third party. Notice to Customer will be provided as soon as reasonably practicable. Neither Provider nor any of its affiliates or agents shall incur liability for any outage, disruption, degradation, interference, or interruption of any Service in connection with any such removal or relocation. Provider and Customer shall cooperate in performing such relocation or modifications so as to minimize any interference with the use of the Customer Fibers and the Cable and to avoid conflicting physically or otherwise interfering with joint users of the Cable, Cable Accessories or any other property impacted by the installation, construction, maintenance or use of the Cable, to the extent reasonably possible. Any such relocation shall be accomplished consistently with the Technical Specifications.

4.3.3 Return of Removed Equipment. In the event Provider must remove any Customer Equipment or other property of Customer, Provider will deliver to Customer the Customer Equipment or property so removed upon payment by Customer of the costs for removal, storage and delivery, and all other amounts due Provider. Provider shall use reasonable care when removing, storing and delivering such Customer Equipment, but shall not be liable for any damage so long as such reasonable care is used.

5. TERMINATION AND CONDEMNATION

5.1 Reversion of Rights. Customer's right to use the Customer Fibers shall revert to Provider upon termination of the Agreement or the applicable Service Order, or with the termination of any Route Segment with respect to any Fibers within that Route Segment.

5.2 Termination of Route Segment. In addition to, and not in limitation of, any rights set forth in the Agreement, any Route Segment or other Service may be terminated:

(a) by Provider, without liability (unless due to a default by Provider under any applicable Underlying Rights agreement), upon reasonable notice to Customer, to the extent Provider is no longer authorized under the Underlying Rights to install, construct, maintain, operate, or convey the license to use the Cable or Cable Accessories within the Route Segment or other property as contemplated by the Agreement.

(b) by Provider, without liability, upon reasonable notice to Customer, in the event that the Cable, Cable Accessories or other property have become damaged such that the Provider reasonably determines that the Cable, Cable Accessories or other property cannot reasonably be replaced or repaired.

5.2.1 Alternate Route Segments. If a Route Segment is terminated pursuant to Section 5.2, Provider shall make reasonable efforts to find alternate capacity or facilities owned or controlled by Provider to meet Customer's needs, but, under no circumstances shall Provider be obligated to contract for or to construct new facilities, or otherwise incur any additional cost or expenses, to replace the Cable or Customer Fibers on the Route Segments terminated under Section 5.2.

5.3 Condemnation Proceedings/Termination Rights. Upon its receipt of a formal notice of condemnation or taking, Provider shall notify Customer of any condemnation proceeding filed against the Customer Fibers. If at any time during the Service Term, all or any significant portion of the Cable is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain and, after exercise of the Parties' commercially prudent efforts, the Cable cannot be relocated pursuant to Section 4.3 herein, either Party may elect to terminate the impacted Service upon giving the other thirty (30) days prior written notice. If the applicable Service is terminated in accordance with this section, the applicable Service shall be deemed canceled and neither Party shall have any further obligations to the other, except that both Parties shall be entitled to participate in any condemnation proceedings to seek to obtain compensation via separate awards for the economic value of their respective interest in the Cable.

6. FEES

Customer shall pay the fees set forth in Service Orders executed hereunder. On January 1 of each year, the MRCs shall be escalated by the greater of (i) increase in the Consumer Price Index – All Urban Consumers (CPI-U) issued in December of the previous year (any such adjustment will reflect any increase, but not any decrease, in the Consumer Price Index for the previous 12 months) or (ii) three percent (3%). In addition, in the event that amounts charged to Provider under any Underlying Rights are increased or Provider's costs or expenses are increased due to any Underlying Rights, Provider shall have the right to charge Customer for its pro rata share of such increases, which shall be added to the MRCs to be paid by Customer for the applicable Service Term.

7. SERVICE LEVEL AGREEMENT

7.1 MTTR Objectives.

7.1.1 Mean Time to Respond. "Mean Time to Respond" is the average time required for Provider to begin troubleshooting a reported failure. The Mean Time to Respond objective is two (2) hours from Provider's receipt of notice of such failure.

7.1.2 Mean Time to Repair. "Mean Time to Repair" is the average time required to restore Service to an operational condition as defined herein. The Mean Time to Repair objective is eight (8) hours from Provider's receipt of notice of such failure.

7.2 Service Outage. Subject to this Section 7, in the event of a Service Outage to any dark fiber Service and Provider fails to repair such Service Outage within twenty-four hours of notice from Customer of such Service Outage ("Repair Window"), Customer may be entitled to a credit ("Service Credit") of 1/30th of the MRC applicable to the affected Service for each consecutive 24-hour period of the Service Outage after said Repair Window. A "Service Outage" is a complete disruption of a dark fiber Service under this Supplement, or a material degradation of such Service below the applicable Specifications, such that Customer is unable to utilize the Service for its intended purpose as contemplated hereunder. A Service Outage shall be deemed to begin upon the earlier of Provider's actual knowledge of the Service Outage or Provider's receipt of notice from Customer of the Service Outage, and end when the Service is operational and in material conformance with the applicable Specifications, as documented by Provider's records. Notwithstanding anything to the contrary in this Supplement, in the Agreement or in any Service Order, in no event shall a Service Outage or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Provider of this Supplement, the Agreement or any Service Order.

7.3 Service Credits. The number of minutes of separate and discrete Service Outages will not be accumulated to determine the percentage of Service Credit. Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Customer by Provider. Service Credits issued to Customer hereunder shall be Customer's sole and exclusive remedy at law or in equity on account of any Service Outage and/or failure to meet any objectives or parameters set forth in this Supplement. Notwithstanding anything to the contrary herein, the above-stated Service Credits shall not apply to Off-Net Services, and in the event of a Service Outage or other failure of any Off-Net Service provided by Provider to Customer, Provider agrees to pass through a credit equal to the credit received by Provider from its underlying provider(s) for such Service Outage, in lieu of the above-stated Service Credits. In no event shall Provider's total liability for any and all

interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Service Outage or failure to meet any objectives or parameters set forth in this Supplement) exceed one hundred percent (100%) of the MRC for the affected Service.

7.4 Service Credit Request. Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to request the Service Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Service Credit.

7.5 Multiple Applicable Service Standards. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to credits under multiple service level standards for the same incident.

7.6 Events Excepted From Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Customer's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Customer Equipment, End User equipment or Customer's vendor's equipment;
- c. Failure of electrical power not provided by Provider;
- d. Election by Customer, after requested by Provider, not to release the Service for testing and repair;
- e. Provider's inability to obtain access required to remedy a defect in Service;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Service at the request of Customer;
- h. Force Majeure Event;
- i. Disconnection or suspension of the Service by Provider pursuant to a right provided under this Agreement; and/or
- j. Provider's inability to repair due to utility safety restrictions.

The Parties have executed this Supplement as of the last date of execution below.

CUSTOMER:

PROVIDER:

FIBER TECHNOLOGIES NETWORKS, L.L.C.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Fiber Specifications

1. Type and Constitution. Single-mode Fibers are made of high grade doped silica core surrounded by a silica cladding; and coated with a dual layer, UV-cured acrylic-based coating.

Properties	Units	Single Mode	Single Mode Enhanced	MetroCor	NZDSF
<u>Glass Geometry</u>					
Mode Field Diameter at 1310 nm	(μm)	9.2 \pm 0.4	9.2 \pm 0.4	N/A	N/A
Mode Field Diameter at 1550 nm	(μm)	10.4 \pm 0.8	10.4 \pm 0.8	8.1 \pm 0.5	9.2 \pm 0.8
<u>Fiber Attenuation (Loose Tube/Ribbon)</u>					
Maximum value at 1310 nm	(dB/km)	0.35/0.40	0.35/0.40	0.5	N/A
Maximum value at 1550 nm	(dB/km)	0.25/0.30	0.25/0.30	0.25/0.30	0.25/0.30
<u>Polarization Mode Dispersion (PMD)</u>					
Max. Ind. Fiber PMD @ 1550 nm	(ps/ $\sqrt{\text{km}}$)	\leq 0.2	\leq 0.2	\leq 0.2	\leq 0.2
PMD Link Value	(ps/ $\sqrt{\text{km}}$)	\leq 0.1	\leq 0.1	\leq 0.1	\leq 0.1

2. Splicing Requirements

- (a) Bi-directional splice value ("Splice Value") \leq 0.20 dB at 1550 nm. In exceptional cases, a Splice Value may be accepted if its value is higher than 0.20 dB at 1550 nm. An exception case is, for instance, when three (3) re-trials of a splice cannot improve the Splice Value. The Splice Value will be given by the equation:

$$\frac{(\text{Splice attenuation from A to B}) + (\text{Splice attenuation from B to A})}{2}$$

- (b) Splice attenuation average ("Splice Attenuation Average") \leq 0.15 dB at 1550 nm. The Splice Attenuation Average is given by:

$$\frac{\sum \text{Splice Values}}{\text{Number of splices in the Route Segment}}$$

- (c) It is recognized by the Parties that due to the use of ribbon fiber optic cable on some of the segments, the Splice Value of individual splices may exceed 0.20 dB. However, the Splice Attenuation Average for any Route Segment as designated in (b) above shall supersede all other splicing requirements in cases where Splice Values that 0.20 dB exist.

3. Connectors

- (a) Maximum Unitary ODF/S Connector (1 connector + 1 adapter + 1 connector)
 (b) Maximum Connector/pigtail loss. The attenuation contribution of each pigtail with associated connector is considered to be 1.0 dB, comprised of 0.8 dB connector loss and 0.20 dB splice loss (pigtail to cable splice).
 (c) Minimum connector return loss: 40dB at 1550 nm.



MASTER SERVICE AGREEMENT CUSTOMER: CITY OF GROVE CITY, OHIO

This MASTER SERVICE AGREEMENT is effective as of the last date of execution below ("Effective Date") by and between FIBER TECHNOLOGIES NETWORKS, L.L.C. ("Provider"), and Customer (as named above). This Master Service Agreement, the General Terms and Conditions below, and any and all Supplements (as defined herein) and exhibits to this Master Service Agreement are collectively referred to as the "Agreement". Provider and Customer are collectively referred to as the "Parties" or individually as a "Party".

GENERAL TERMS AND CONDITIONS

1. SERVICES, SERVICE ORDERS, AND SUPPLEMENTS.

1.1 Services and Service Orders. This Agreement applies to each service provided by Provider to Customer (each a "Service"). Each Service will be specified in a service order executed by the Parties (each a "Service Order"). Purchase orders issued by Customer shall not be deemed to amend, modify or supplement this Agreement or any Service Order issued hereunder and shall not be legally binding on Provider unless otherwise agreed in writing by Provider.

1.2 Supplements. From time to time, the Parties may execute one or more supplements to these General Terms and Conditions each containing additional terms and conditions applicable to specific types of Services (each a "Supplement"). Upon execution by the Parties, each such Supplement shall be incorporated into and subject to the terms and conditions set forth in this Master Service Agreement.

1.3 Provider Affiliates. At Provider's option, Services may be provided by Provider, or by an Affiliate of Provider. In addition, Service Orders may be executed by an Affiliate of Provider, and in such event, any and all references to "Provider" herein shall be deemed to be a reference to the applicable Affiliate of Provider that executed such Service Order. The term "Affiliate" as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

2. TERM.

2.1 Agreement Term. The term of this Agreement commences on the Effective Date, and continues through the later of (i) three (3) years from Effective Date, or (ii) latest expiration of active Service Orders, unless earlier terminated as provided herein.

2.2 Service Term. The term (each a "Service Term") for each Service begins on the Acceptance Date (as defined below) applicable to such Service, and remains in effect until the expiration of the initial Service Term specified in the applicable Service Order, provided that the Service Term shall automatically extend for consecutive one-year renewal terms, unless either Party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal Service Term.

2.3 Acceptance Date. The "Acceptance Date" for each Service shall be the earliest of (a) the date on which Customer delivers written notice of acceptance, (b) the date on which Customer begins to use the Service, other than for testing purposes, or (c) the second (2nd) business day following Provider's delivery of notice of the installation of the Service (such notice, a "Connection Notice"), unless Customer notifies Provider in writing within said two-day period of a Defect in the Service, specifying in detail the nature of such Defect. A "Defect" exists if the Service fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("Specifications"). Upon receipt of notice of a Defect, Provider and Customer shall work cooperatively to promptly remedy such Defect, and Provider shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Customer, Provider will give Customer written notice to cure such failure within five (5) calendar days. If Customer fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

3. PAYMENT TERMS.

3.1 Charges. Provider will invoice Customer for any non-recurring charge ("NRC") associated with the Service upon or after execution of the applicable Service Order. The monthly-recurring charge ("MRC") associated with the Service shall begin to accrue on the Acceptance Date of such Service. Provider will invoice Customer the MRC associated with the Service in advance, except Provider will invoice Customer usage based charges (if any) associated with the Service in arrears. An MRC for a partial month will be pro-rated. Customer shall be responsible for payment of the MRC for the entire Service Term specified in the applicable Service Order.

3.2 Payments; Late Payments. Customer shall pay each invoice within thirty (30) days of the date of the invoice (the "Due Date"), without setoff or deduction. In the event Customer fails to make any payment by the Due Date, Customer shall pay a late charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Provider shall be entitled to recover from Customer all collection costs, including attorney fees.

3.3 Disputed Payments. Customer may in good faith dispute charges set forth in an invoice, provided Customer notifies Provider of such dispute in writing no later than sixty (60) days after the date of the invoice. Failure of Customer to so notify Provider of any dispute shall constitute a waiver by Customer of any dispute. In the event Customer so disputes any amount in good faith, Customer must submit a

documented claim in writing for the disputed amount and pay the undisputed amounts in accordance with Section 3.2. Customer shall submit all documentation as may reasonably be required to support the claim. If the dispute is resolved in favor of Customer and Customer previously paid the disputed amount to Provider, Provider will apply a credit to Customer's account in the amount of the dispute in the next billing cycle. If the dispute is resolved in Provider's favor and Customer has withheld the disputed amount, Customer must pay the disputed amount (together with the late payment charge pursuant to Section 3.2) within five (5) business days following notice of the resolution of the dispute.

4. TAXES AND FEES. All charges set forth in Service Order(s) are exclusive of, and Customer shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) in connection with the provision, sale or use of the Service or facility furnished to Customer (collectively referred to as "Taxes"). Customer shall not be responsible for, and Taxes will not include, taxes on Provider's net income. If Customer believes it is exempt from Taxes, Customer shall provide Provider with a valid and duly executed exemption certificate and any other information with respect to such exemption as Provider may require; such certificate will be honored from the date that Provider receives such certificate and additional information from Customer. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Customer shall reimburse Provider for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

5. PROVIDER EQUIPMENT AND NETWORK; CUSTOMER EQUIPMENT.

5.1 Provider Equipment; Provider Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Provider to provide Services ("Provider Equipment") and Provider's fiber optic cable network and associated optical/electronic equipment used to deliver Services, whether owned, leased or otherwise obtained by Provider (the "Provider Network") shall remain the sole and exclusive property of Provider notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Service Order grants or conveys to Customer any right, title or interest in any Provider Equipment or the Provider Network. Customer may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Provider Network without the prior written consent of Provider. Customer may not cause any liens to be placed on any Provider Equipment or the Provider Network, and will cause any such liens to be removed within ten (10) days of Customer's knowledge thereof. Customer shall be liable to Provider for any loss or damage to the Provider Equipment or Provider Network caused by Customer or Customer's employees, contractors, agents or end users. Nothing herein shall prevent Provider from using the Provider Network and Provider Equipment to provide service to other customers.

5.2 Extension of Network. To the extent a Service Order requires Provider to complete construction, extend the Provider Network and/or obtain additional Underlying Rights, Customer shall use commercially reasonable efforts to assist Provider in obtaining such Underlying Rights as necessary to provide the Service. Provider may, without liability to either Party, terminate a Service prior to delivery, if Provider encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Service, in the event that Provider is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Provider may cancel the applicable Service Order and shall incur no liability to Customer hereunder. Without limiting the foregoing, Provider shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Provider. "Underlying Rights" means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, building access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Provider Network and/or for Provider to provide a Service. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Services that are necessary for Provider to provide a Service. "Off-Net Services" shall mean any services provided by a third-party. "On-Net Services" shall mean Services that use transmission and related facilities owned and controlled by Provider.

5.3 Customer Equipment. Customer shall, at its own expense, procure any equipment necessary to implement or receive Service ("Customer Equipment"). Provider will have no obligation to install, maintain, or repair Customer Equipment. Promptly upon notice from Provider, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or may cause as reasonably determined by Provider.

6. MAINTENANCE.

6.1 Scheduled Maintenance. Provider will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt Service between 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Provider. Provider will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which may be included on the Service Orders, and Customer shall provide updated lists to Provider, as necessary.

6.2 Emergency Maintenance. Provider may perform emergency maintenance in its reasonable discretion, with or without prior notice to Customer, to preserve the overall integrity of the Provider Network. Provider will notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Service.

6.3 Service Issues. Customer may notify Provider's Network Operating Center ("NOC") of Service problems by telephone 888-LT-FIBER, or at the contacts listed in Provider's Customer Support Information provided to Customer, which may be updated by Provider from time to time. If Provider dispatches a field technician to Customer or an end-user location and the problem is caused by (i) the Customer Equipment or any end-user's equipment or (ii) any acts or omissions of Customer or its end user, or of any of its or their invitees, licensees, customers or contractors, Customer will pay Provider for any and all associated time and materials at Provider's then-standard rates.

7. IMPLEMENTATION REQUIREMENTS.

7.1 Access. Unless otherwise provided for in the applicable Service Order, Customer, at its own expense, shall secure throughout the Service Term any easements, leases, licenses or other agreements necessary to allow Provider to use pathways into and in each building at which Customer's or its end-user's premises is located, to the Demarcation Point. Such access rights shall grant to Provider the right to access such premises twenty-four (24) hours a day, seven (7) days a week to install, maintain, repair, replace and remove any and all equipment, cables or other devices Provider deems necessary to provide the Service. Upon expiration or termination of the applicable Service Term, Customer shall grant Provider access to its premises as necessary to enable Provider to remove the Provider Equipment. Provider, its employees, contractors and agents shall have access to any Provider Equipment or facilities at a Customer or end user premises. Notwithstanding anything to the contrary herein, Provider shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer (including, but not limited to, the failure to provide Provider prompt access) and/or caused by any notice or access restrictions or requirements. "Demarcation Point" shall mean the network interface point where Provider hands off the Service to Customer. The Demarcation Point delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end. Customer is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

7.2 Space and Power. Customer shall procure and make available to Provider, at Customer's locations and at end user locations where a Service is provided, at Customer's sole cost and expense, adequate space, AC power and HVAC for Provider Equipment.

7.3 Property Owner Not Liable. Neither Customer nor any of Customer's end-users shall have any recourse against any property owner or property manager of any premises to which any Service is delivered and/or at which Provider's Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Provider, nor shall Provider have any liability, for or on behalf of such property owner or property manager.

8. DEFAULT & REMEDIES

8.1 Default By Customer; Suspension. In the event (i) Customer fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, or (ii) Customer breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, then Provider may, at its sole option, either (a) terminate any and all Services, (b) suspend the affected Service to which the breach is related without further notice to Customer, and/or (c) pursue any other remedies available to Provider at law, or in equity.

8.2 Default By Provider. Customer may terminate a Service in the event Provider breaches this Agreement with respect to such Service and such breach is not cured within thirty (30) days after Provider's receipt of written notice thereof, provided that if a breach subject to this Section 8.2 cannot be cured within thirty (30) days, but is capable of being cured within a reasonable time thereafter, then Customer may not terminate the Service if Provider commences to cure within said thirty (30) days and thereafter diligently and continuously pursues such cure to completion, or Provider provides Customer reasonable assurance that the same breach to the same Service will not subsequently occur.

8.3 Disconnection Requests. Customer shall submit all requests for disconnection of Services in writing to Provider. Such disconnection effective date will be the later of (i) thirty (30) days from Provider's receipt of such disconnection request, or (ii) the date requested by Customer in the disconnection request. Each disconnection request must specify the Customer name and address, email address and telephone number of the person authorizing the disconnect, the circuit ID for the Service to which the disconnect request applies, the service type, and requested disconnection date. Upon termination of a Service, Provider shall have the right (but not the obligation) to act on behalf of and as agent for Customer to terminate all cross-connects relating to such Service, including cross-connects ordered by Customer. Upon request Customer shall confirm to the applicable supplier of the cross-connect(s) that Provider is authorized to terminate such cross-connects on Customer's behalf.

9. INSURANCE.

9.1 Insurance. Each Party shall procure and maintain the following insurance coverage:

- Commercial General and Umbrella Liability Insurance. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract;
- Workers Compensation Insurance. Workers compensation and employers liability insurance as required by the laws and regulations applicable to the employees who are engaged in the performance of any activities hereunder or under a Service Order.

9.2 Type and Proof of Insurance. The insurance coverage required by this Section 9 shall be obtained on an occurrence basis from carriers having a Best Rating Service rating of A- or better. Upon request, a Party will provide the other Party a certificate of insurance or other proof of such insurance.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICE OR ANY SERVICE ORDER, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S TOTAL LIABILITY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS MADE BY CUSTOMER TO PROVIDER FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING UNDERLYING SERVICE PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR SERVICES NOT PROVIDED BY PROVIDER.

10.2. Indemnification. Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any act or omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Customer shall indemnify, defend, release, and hold harmless Provider and its Indemnitees from and against any third-party Claims brought against such Provider and its Indemnitees arising from or in connection with Customer's (or its end users') unlawful use of a Service.

10.3. Indemnification Process. If a Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's written consent.

11. REPRESENTATIONS AND WARRANTIES.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND PROVIDER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE SERVICE WITH ANY CUSTOMER OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

11.2 Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Services, and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

12.1 Confidentiality. Neither Party, without the other Party's prior written consent, shall disclose to any third party, including but not limited to its customers or prospective customers, any information supplied to it relating to the disclosing Party, its Affiliates, and/or its customers by the other Party which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential ("Proprietary Information"). Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party; (ii) information that is independently developed by the receiving Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with this Agreement, or included in any Service Order hereunder, is hereby designated as confidential without further obligation on the part of either Party to mark or designate it as such. Neither Party shall permit any of its employees, Affiliates or representatives to disclose Proprietary Information to any third person, and it shall disclose Proprietary

Information only to those of its employees, Affiliates, and representatives who have a need for it in connection with the use or provision of Services required to fulfill this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

12.2 Service Marks, Trademarks and Publicity. Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

13. ASSIGNMENT. Neither Party will assign or transfer this Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement upon notice and without the other Party's consent to a person or entity (i) that controls, is controlled by or is under common control with the assigning Party, (ii) which purchases all or substantially all of its assets or equity, or (iii) resulting from any merger, consolidation or other reorganization involving such Party. Moreover, and notwithstanding anything to the contrary herein, Provider may freely assign or pledge its rights hereunder to one or more lenders for financing purposes.

14. FORCE MAJEURE. Neither Party shall be liable, nor shall any credit or other remedy be extended, for any delay or failure to fulfill any obligation under this Agreement or any Service Order due to any cause beyond a Party's reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages (each a "Force Majeure Event").

15. NOTICES. All notices, requests, or other communications (excluding invoices) shall be in writing and either transmitted via (i) overnight courier or hand delivery, (ii) certified or registered mail, postage prepaid and return receipt requested, or (iii) e-mail, with a requested delivery or read receipt, to the Parties at the following addresses. Notices shall be deemed delivered upon receipt.

Address for Customer Notices:

Address for Provider Notices:

Lighttower Fiber Networks
80 Central Street
Boxborough, MA 01719
Attention: Chief Operating Officer
Email: jcampbell@lighttower.com

With a copy to:
Lighttower Fiber Networks
80 Central Street
Boxborough, MA 01719
Attention: General Counsel
Email: dmayer@lighttower.com

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15.

16. MISCELLANEOUS

16.1 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law principles.

16.2 No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

16.3 Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in this Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

16.4 Order of Precedence. If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of a Service Order, the terms of the Service Order will control. If any conflict or contradiction exists between these general terms and conditions and the terms of a Service Order, the terms of the Service Order will control.

16.5 Non-Exclusivity. This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Provider may, as part of its normal business undertakings, actively market its services to any person or entity anywhere in the world, including but not limited to in competition with Customer and/or Customer's end users.

16.6 Non-Waiver. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Service Order, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

16.7 Survival. The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

16.8 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

16.9 Severability; Void or Illegal Provisions. If any part of this Agreement, Supplement or a Service Order shall be determined to be invalid or unenforceable by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Service Order. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

16.10 Entire Agreement; Amendment. This Agreement, including all Supplements, Service Orders, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

16.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Service Orders are legally binding and shall act as originals for the purpose thereof.

The Parties have executed this Agreement as of the last date of execution below.

CUSTOMER:

PROVIDER:

FIBER TECHNOLOGIES NETWORKS, L.L.C.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: 03/28/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Rauch
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No. : C-28-16
1st Reading: 04/04/16
Public Notice: 04/07/16
2nd Reading: 04/18/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-28-16

AN ORDINANCE TO GRANT AN EXCEPTIONAL CIRCUMSTANCE FOR 3946 BROADWAY TO INCREASE THE MAXIMUM AWARD UNDER THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM

WHEREAS, on June 19, 2013, Council approved Ord. C-29-13, replacing Exhibit A of the Town Center Commercial Revitalization Grant Program; and

WHEREAS, the replaced Exhibit A provides, in part, that an exceptional circumstance may be granted by City Council to address the "percentage of matching funds" and 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 Town Center; (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 maintenance and enhancement of exterior structures and their interior facilities; and (7) 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 their occupants; and

WHEREAS, a current business owner in the Town Center wishes to undertake and complete a significant renovation and modernization of the property located at 3946 Broadway; and

WHEREAS, upon the completion of this project, it will result in the creation of additional jobs and establishment of a new destination for the Town Center; and

WHEREAS, the current business owner of the property located at 3946 Broadway has made application and is seeking a finding of an exceptional circumstance to obtain a grant in excess of maximum award.

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 considerations have been satisfied and hereby grants an exceptional circumstance to 3946 Broadway making it eligible for a lump sum award of \$50,000.00 to be used toward program eligible projects under the Town Center Commercial Revitalization Grant Program. No grants will be approved for this property for 2017 and 2018.

SECTION 2. This ordinance shall go into effect at the earliest opportunity provided by law.

Date: C-29-16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-29-16
1st Reading: 04/04/16
Public Notice: 04/08/16
2nd Reading: 04/18/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-29-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TIME WARNER COMMUNICATIONS FOR DATA CONNECTIVITY

WHEREAS, in 2014, Council approved Ordinance C-81-14 for a multi-year agreement with Time Warner Communications for data connectivity with the City's data center for Grove City Senior Center and the Police Storage Building; and

WHEREAS, at that time, the cost per month was approximately \$2,500.00; and

WHEREAS, under the current State bid term pricing, the cost is now \$1,200.00 per month for 5 years; and

WHEREAS, in an effort to save costs, the City wishes to end the current agreement and enter into a new 5-year agreement with Time Warner Communications; and

WHEREAS, because the new agreement with Time Warner Communications exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a new multi-year agreement with the Time Warner Communications for data connectivity under the new State bid terms.

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

Roby Schottke, 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

C-29-16

**AMENDMENT 2
TO
SERVICE ATTACHMENT 1
BY AND BETWEEN
TIME WARNER CABLE
AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

This Amendment Number 2 ("Amendment") is entered into by and between the State of Ohio, Department of Administrative Services, Office of Information Technology ("the State") and Time Warner Cable Enterprises LLC, successor in interest to Time Warner Entertainment Company, L.P. ("Vendor"), and sets forth additional and amended terms and conditions that shall apply to the Master Service Agreement (MSA) of September 2, 2009 ("Agreement"), by and between the State and Vendor and such Agreement including Service Attachment #1 having an effective date of September 2, 2009, as amended by Amendment 1 to Service Attachment 1, having an effective date of May 14, 2012 ("Service Attachment 1"). The State and Vendor are referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the State and Vendor mutually desire to amend Service Attachment 1 as further described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. The tables set forth in Section 5.1.3 of Service Attachment 1, as amended by Amendment 1 to Service Attachment 1, are hereby deleted in their entireties and replaced with the table set forth immediately below:

E-Line Point-to-Point Ethernet Connection Service Pricing Schedule

<u>Port Speed (Mbps)</u>	<u>MRC Month to Month</u>	<u>MRC 12 Month Term</u>	<u>MRC 24 Month Term</u>	<u>MRC 36 Month Term</u>	<u>MRC 48 Month Term</u>	<u>MRC 60 Month Term</u>	<u>Non- Recurring Installation Fee</u>	<u>Non- Recurring Construction Costs²</u>
1.5	\$ 493	\$ 411	\$ 342	\$ 298	\$ 259	\$ 225	Waived	ICB
3	\$ 602	\$ 502	\$ 418	\$ 364	\$ 316	\$ 275	Waived	ICB
5	\$ 657	\$ 548	\$ 456	\$ 397	\$ 345	\$ 300	Waived	ICB
10	\$ 764	\$ 637	\$ 531	\$ 462	\$ 401	\$ 349	Waived	ICB
20	\$ 821	\$ 684	\$ 570	\$ 496	\$ 431	\$ 375	Waived	ICB
25	\$ 876	\$ 730	\$ 608	\$ 529	\$ 460	\$ 400	Waived	ICB
50	\$ 1,073	\$ 894	\$ 745	\$ 648	\$ 564	\$ 490	Waived	ICB

100	\$ 1,095	\$ 913	\$ 760	\$ 661	\$ 575	\$ 500	Waived	ICB
200	\$ 1,456	\$ 1,214	\$ 1,011	\$ 879	\$ 765	\$ 665	Waived	ICB
300	\$ 1,643	\$ 1,369	\$ 1,141	\$ 992	\$ 863	\$ 750	Waived	ICB
400	\$ 1,796	\$ 1,497	\$ 1,247	\$ 1,084	\$ 943	\$ 820	Waived	ICB
500	\$ 1,971	\$ 1,643	\$ 1,369	\$ 1,190	\$ 1,035	\$ 900	Waived	ICB
1000	\$ 2,628	\$ 2,190	\$ 1,825	\$ 1,587	\$ 1,380	\$ 1,200	Waived	ICB
2000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
3000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
4000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
5000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
10000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

2. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control in a manner consistent with Section 1.15 of the Agreement. Except as herein modified, all terms, provisions and conditions of the Agreement, including Service Attachment 1 shall remain in full force and effect, and shall govern the obligations of the State and Vendor.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives. Amendment is effective the date the State's duly authorized representative signs on behalf of the State, ("Amendment Effective Date").

TIME WARNER CABLE ENTERPRISES LLC



Signature

Troy Dixon

Printed Name

VP Sales

Title

3/7/14

Date

13-36666-92

Federal Tax ID

**STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE
SERVICES**



Signature

Robert Blair/srd

Printed Name

DAS Director
Assistant Director/CIO

Title

3/26/14

Amendment Effective Date

Date: 04/12/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No. : C-31-16
1st Reading: 04/18/16
Public Notice: 04/21/16
2nd Reading: 05/02/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-31-61

AN ORDINANCE TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE #9 AND TO APPROPRIATE \$176,165.00 FOR THE INCREASED COSTS

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

WHEREAS, the present contract with Capital City Lodge #9 expired on December 31, 2015; and

WHEREAS, under the new contract, the Capital City Lodge #9 has agreed to an increase in the members insurance contributions from 10% to 15% effective January 1, 2018; and

WHEREAS, an appropriation of funds is necessary to pay for the increased costs associated with the contract.

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

SECTION 1. The City Council hereby authorizes the Mayor and City Administrator to execute a new multi-year contract with the Fraternal Order of Police, Capital City Lodge #9. This contract shall be effective from January 01, 2016 to midnight on December 31, 2018.

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

<u>FUND</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
General Fund	100070.513100	\$147,763
Police Pension Fund	103000.521200	\$28,402

SECTION 3. This Ordinance shall take effect at the earliest date permitted by law.

Roby Schottke, 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

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

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



CONTRACT PERIOD:

JANUARY 1, 2016 - DECEMBER 31, 2018

TABLE OF CONTENTS

	Page
ARTICLE 1 CONTRACT	Error! Bookmark not defined.
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.....	2
1.6 Enforceability of Contract.	2
ARTICLE 2 RECOGNITION	2
2.1 Recognition.....	2
2.2 Dues Deduction.	2
2.3 Indemnification.....	2
2.4 Lodge Liability to Non-Members.....	3
ARTICLE 3 NON-DISCRIMINATION	3
3.1 Non-Discrimination.	3
ARTICLE 4 REPRESENTATION	3
4.1 Lodge Official.....	3
4.2 Lodge Release Time.	3
ARTICLE 5 INTERNAL INVESTIGATIONS	4
5.1 Scope.....	4
5.2 Notification.	4
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.....	6
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.....	8
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.	11
7.12 Non-Discrimination.	11
ARTICLE 8 ARBITRATION	Error! Bookmark not defined.
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.....	12
ARTICLE 9 LABOR RELATIONS MEETINGS	12
9.1 Commitments.....	12
9.2 Agenda.....	13
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.....	16
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.	21
13.3 Pension Pick-up (Salary Reduction Method).	22
13.4 Promotional Probationary Period Excluded.	22
13.5 Longevity.....	22
ARTICLE 14 SHIFT DIFFERENTIAL.....	23
14.1 Shift Differential Pay Rate.....	23
14.2 Eligibility.	23
14.3 Method of payment.....	23
ARTICLE 15 CLOTHING AND EQUIPMENT ALLOWANCE Error! Bookmark not defined.	
15.1 Initial Issue.....	23
15.2 Recruit Criteria.	23
15.3 Annual Allowance.	23
15.4 Terminal Pay: Prorated Payments.	24
15.5 Required Purchases.....	24
15.6 Damaged or Lost Uniform Parts or Equipment.....	24
ARTICLE 16 HOURS OF WORK OF OVERTIME	25
16.1 Definitions.	25
16.2 Compensation.	25
16.3 Overtime.	25
16.4 Overtime Absence.	25
16.5 Compensatory Time.....	25
16.6 Substitution (Trading) of Time.....	26
16.7 Layoffs.....	26
ARTICLE 17 REPORT IN, CALL IN, AND COURT PAY.....	26
17.1 Report In and Call In Pay.	26
17.2 Court Time.....	26
17.3 Court Stand-By.	27
ARTICLE 18 HOLIDAYS.....	27
18.1 Paid Holidays.....	27
18.2 Holiday Compensation/Holiday Leave Bank	28
18.3 Payment for Actual Working on Holidays.	28
ARTICLE 19 VACATION LEAVE	29
19.1 Vacation Year.	29
19.2 Conditions of Accrual.....	29
19.3 Accrual Schedule for Vacation.....	28
19.4 Maximum Accrual of Vacation.	29
19.5 Conversion of Accrued Vacation.....	30

ARTICLE 20	SICK AND INJURY LEAVE	30
20.1	Sick Leave Accumulation.....	30
20.2	Sick Leaves Usage.....	31
20.3	Sick Leave Conversion.....	31
20.4	Cash Payment for Sick Leave Credit.....	31
20.5	Donated Sick Leave	32
20.6	Injury Leave.....	33
ARTICLE 21	SPECIAL LEAVES	34
21.1	Special Leave.....	34
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	37
22.1	Group Health Insurance and Pharmacy Program.....	37
22.2	Vision Care Plan.....	37
22.3	Dental Care Plan.....	37
22.4	Life Insurance.....	37
22.5	Prepaid Legal Services.....	37
22.6	Communicable Disease Testing.....	37
22.7	Member Premium.....	37
22.8	High Deductible Plan Funding.....	37
22.9	Members Declining Health Insurance, Major Medical and Hospitalization.....	38
ARTICLE 23	PERSONAL EXPENSES	38
23.1	Personal Expenses.....	38
ARTICLE 24	WORKING OUT OF RANK	39
24.1	Eligibility.....	39
24.2	Payment.....	39
ARTICLE 25	MISCELLANEOUS	39
25.1	Ballot Boxes.....	39
25.2	Bulletin Boards.....	39
25.3	Safe Equipment.....	39
25.4	Lodge Officials Roster.....	39
25.5	Layoffs.....	40
25.6	Purchase of Duty Weapon.....	40
25.7	Contract Copies.....	40
ARTICLE 26	TUITION REIMBURSEMENT	40
26.1	Reimbursement program.....	40
ARTICLE 27	FAMILY AND MEDICAL LEAVE	41
27.1	Family and Medical Leave Act (FMLA) Leave.....	41

27.2	Definitions.	42
27.3	12-Month Leave Period.	43
27.4	Leave Use.	43
27.5	Return From Leave.	43
27.6	Servicemember-Care Leave Extension.....	43
27.7	Insurance Benefits.	43
27.8	Seniority.....	43
27.9	Substituted Paid Leave.	44
27.10	Notice Requirements.	44
27.11	Medical Certification Requirement.	44
27.12	Periodic Report.	45
27.13	Fitness-For-Duty Report.....	45
ARTICLE 28	HEALTH AND PHYSICAL FITNESS	45
28.1	Scope.....	45
28.2	Program Design.	46
28.3	Health and Wellness Educational Program.	46
28.4	Physical Fitness Test (PFT).....	46
28.5	Confidentiality.	46
28.6	Incentive Program.....	47
ARTICLE 29	SUBSTANCE ABUSE AND TESTING	48
29.1	Purpose.	48
29.2	Responsibility.	48
29.3	Definitions.	48
29.4	Prohibited Conduct.	49
29.5	Reasonable Belief Testing.	49
29.6	Random Testing.....	49
29.7	Order to Submit to Testing.	50
29.8	Testing Determination – Reasonable Suspicion.....	50
29.9	Testing Determination – Random Testing.....	50
29.10	Collection Site/Laboratory.....	51
29.11	Testing Procedure.	51
29.12	Voluntary Request for Assistance.	53
29.13	Discipline/Rehabilitation Options.	53
29.14	Referral to Treatment.....	53
29.15	Right of Appeal.....	54
29.16	Treatment Costs.....	54
29.17	Confidentiality.	54
29.18	Other Laws.....	54
ARTICLE 30	DURATION OF CONTRACT.....	54
30.1	Duration.	54
30.2	Modification.	54

**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. Any past benefit that has been continuous and is known and sanctioned by the Chief of Police will not be altered until and unless good faith discussions between the Chief of Police, the Administration and the Lodge take place. 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") will not be altered until and unless good faith discussions between the Chief of Police, the Administration and the Lodge take place.

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.

2.4 Lodge Liability to Non-Members. Any employee who is not a Member shall reimburse the Lodge for the actual costs of any service rendered by the Lodge in its representation of the employee including the costs associated with the Lodge's engagement of legal counsel and the arbitration fees and/or expenses. The Lodge may require that the employee make an advance payment to the Lodge as a security for costs prior to the Lodge rendering of the services.

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, 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 agrees 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 such investigation 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.

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 "Garrity 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 thirty (30) 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, 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 tape-recorded by the City. Tapes of interviews will be made only by the City and, if a

transcript is made, it 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 transcript regarding a tape made of any interview.

5.13 Supervisory Responsibility. All complaints against a Police Officer or Sergeant will be under the direction of the 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, then the Chief shall assign a supervisor of a rank higher than the Member under investigation to conduct the investigation.

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 proofs 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 Contract.

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 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.

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. 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; 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 three (3) years after such was given if no further corrective action has

occurred. If a record is retained, the retention period shall be for the same period of time as the original retention period.

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. No information in a Member's personnel file will be shared with anyone outside of the City except name, place of employment, dates of employment, rank and wage rate; except that additional specified information may be given upon the advance, written approval by the Member involved to the Chief, but such approval shall be limited to the specifically requested and approved data, and to the specific request made or Member approval given. 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.

Notwithstanding the provisions of the preceding paragraph which would limit access to a Member's personnel file, if a request is made to inspect and/or copy records within a Member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the City intends to comply with this request, the City shall first, provide written notification to the Member of the nature of the request, which notification shall be provided to the Member at least seven (7) calendar days prior to the City's intended compliance with the request. Within this seven (7) calendar day period, the Member shall have the opportunity to take any one or more of the following actions:

- 1) Insure that any material within the Member's personnel file which is subject to removal from the file under any provision of this Contract or by any other applicable law is removed prior to the City's compliance with the request;
- 2) Protest the City's intended compliance with the request by filing a written letter of protest with the Director, which letter of protest shall be considered prior to the City's compliance with the request; and
- 3) Pursue any available legal remedy.

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 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. 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; or

- F. Suspension without pay, except that forfeiture of accrued leave (in lieu of an unpaid suspension if agreed upon) does not constitute a break in service.

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 specific 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. When there is a lack of Member applicants, the overtime assignment shall be made by inverse seniority with rotation among 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 specific bulletin board for assignment by 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 in the assignment, unless no other Members apply for the assignment. 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, 2016

POLICE OFFICER

	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	24.01	26.22	28.33	31.15	35.88	41.96
Biweekly	1,921.01	2,097.74	2,266.25	2,492.30	2,870.42	3,357.05
Annual	49,946.36	54,541.34	58,922.60	64,799.90	74,631.02	87,283.25

SERGEANT

Hourly	48.36
Biweekly	3,869.15
Annual	100,598.00

LIEUTENANT

Hourly	54.50
Biweekly	4,359.89
Annual	113,357.09

EFFECTIVE JANUARY 1, 2017**POLICE OFFICER**

	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	24.67	26.94	29.11	32.01	36.87	43.12
Biweekly	1,973.84	2,155.43	2,328.58	2,560.84	2,949.36	3,449.37
Annual	51,319.89	56,041.23	60,542.98	66,581.90	76,683.38	89,683.54

SERGEANT

Hourly	49.69
Biweekly	3,975.56
Annual	103,364.45

LIEUTENANT

Hourly	56.00
Biweekly	4,479.78
Annual	116,474.41

EFFECTIVE JANUARY 1, 2018

POLICE OFFICER

	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	25.35	27.68	29.91	32.89	37.88	44.30
Biweekly	2,028.12	2,214.71	2,392.61	2,631.27	3,030.47	3,544.22
Annual	52,731.19	57,582.36	62,207.91	68,412.90	78,792.17	92,149.83

SERGEANT

Hourly	51.06
Biweekly	4,084.88
Annual	106,206.97

LIEUTENANT

Hourly	57.54
Biweekly	4,602.98
Annual	119,677.45

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 Probationary Step to Step 5 in the rank of Police Officer:

- A.** Probationary Step shall be the hiring step for the rank of Police Officer for those Members who are not certified peace officers. A Member becomes eligible and shall be advanced by the Safety Director to Step 1 on the first day following completion of one (1) year of continuous service at the Probationary Step.
- B.** A Member becomes eligible and shall be advanced by the Safety Director to Step 2 on the first day following completion of one (1) year of continuous service at Step 1.
- C.** 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.
- D.** 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.

- E. 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.
- F. The wage step advancements as prescribed in this Article shall be mandatory.
- G. References in this Contract to Step 1 or the Probationary 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.

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 and thereafter	\$1,900.00

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
\$1.10

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 \$1,200.00 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 \$1,200.00 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 \$600.00. 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, \$46.15 per completed pay period.
- 2. For plainclothes assignments, \$46.16 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 December 31, 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). If a compensatory time off request is submitted seventy-two (72) hours or more in advance and the conditions of Section 19.4 (F) are satisfied, the compensatory time off request shall be granted. If such compensatory time off request is submitted less than seventy-two (72) hours or more in advance, such compensatory time off request may be denied at the sole discretion of the City.

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 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.

16.7 Layoffs. The City agrees during the life of the Contract that no Member employed as of December 31, 1999 will be laid off.

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 11:00 a.m. and 12:00 p.m. (noon) 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. 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
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
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Member's Birthday	
Any special holiday proclaimed by the City Administrator.	

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

18.2 Holiday Compensation/Holiday Leave Bank Members shall receive 104 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 (1) 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. 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, two (2) Members per shift shall be permitted to be on vacation leave or compensatory time leave at the same time, regardless of any other leaves on that shift. 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 on a limited number of pre-designated days, which shall be established annually by the Chief in consultation with the Lodge.

- 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. A Member may not convert sick leave if such conversion will leave less than three hundred sixty (360) hours of accrued sick leave the Member's sick bank.

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 donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation;
2. A Member receiving donated sick leave shall be paid at 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 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 ten percent (10%) 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. Effective January 1, 2018 members will begin to 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 HDAP 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 will be made using a Member's original straight-time rate.

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 Four Thousand Five Hundred Dollars (\$4,500.00) 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 who have worked for the City for at least twelve (12) months, and who have worked for at least 1250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following reasons:

- A. The birth of a child and in order to care for that child. This leave must be taken during the 12-months period immediately following the birth of the child;
- B. The placement with the Member of a child through adoption or foster care. This leave must be taken during the 12-month period immediately following the placement of the child;
- C. To care for a spouse, child or parent ("covered family Member") with a serious health condition;
- D. The serious health condition of the Member which makes the Member unable to perform the functions of the Member's job;
- E. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the Member is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces; or
- F. In order to care for a servicemember who is the Member's spouse, son, daughter, parent or next of kin because of a serious injury or illness that the servicemember incurred in the line of active duty in the Armed Forces (hereafter referred to as "servicemember-care leave").

27.2 Definitions.

For the purposes of this Article:

- A. "Child" means a child either under eighteen (18) years of age, or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. A Member's "child" is one for whom the Member has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.
- B. "Parent" means a biological parent or an individual who stands or stood in loco parentis to a Member when the Member was a child. This term does not include parents "in law".
- C. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child, or in the case of a Member, who had such responsibility for the Member when the Member was a child. A biological or legal relationship is not necessary.
- D. "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - 1. In-patient care (i.e., overnight stay in a hospital, hospice or residential medical care facility);
 - 2. Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days and that involves two (2) or more times of treatment by a health care provider, or treatment on one occasion resulting in continuing treatment under the supervision of a health care provider;
 - 3. Any period of incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than continuing periods of incapacity, i.e., asthma, diabetes, epilepsy;
 - 4. Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, i.e., Alzheimer's, severe stroke, terminal illness, so long as the employee or family Member is under the continuing supervision of a health care provider;
 - 5. Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after accident or surgery, or for a condition that would likely result in a period of incapacity of more than three (3) calendar days in the absence of medical intervention, i.e., cancer (chemotherapy, radiation), severe arthritis (physical therapy) or kidney disease (dialysis); or

6. Prenatal care by a health care provider.

- E. “Spouse” means a husband or wife as defined or recognized under Ohio law for purposes of marriage, including common law marriage. This definition does not include unmarried domestic partners. If both spouses are working for the City, their total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or adoption of a child or to care for a parent with a serious health condition.

27.3 12-Month Leave Period. The City retains the option of choosing a uniform method to compute the twelve (12) month period, including a rolling twelve (12) month period measured backward from the date leave is used.

27.4 Leave Use. FMLA leave may be taken intermittently or on a reduced leave schedule, at the Member’s option, to care for a family Member with a serious health condition or for the Member’s own serious health condition, when medically necessary. Intermittent leave may be taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A reduced leave schedule reduces a Member’s usual number of working hours per work week, or hours per work day.

27.5 Return From Leave. Upon return from FMLA leave, the Member shall be returned to the rank and the assignment held prior to the leave, unless an assignment abolishment has occurred.

27.6 Servicemember-Care Leave Extension. For servicemember-care leave only, the Member is eligible for an extended leave of up to fourteen (14) additional workweeks beyond the initial twelve (12) workweeks during a twelve (12) month period, but in no circumstances is any Member entitled to more than a total of twenty-six (26) workweeks of FMLA for any combination of reasons during a twelve (12) month period.

27.7 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.

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

27.9 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.

27.10 Notice Requirements. A Member shall provide the City at least thirty (30) calendar days advance notice before FMLA leave is to begin if the need for leave is foreseeable. If thirty (30) calendar days notice is not practicable, notice must be given as soon as practicable. This notice may either be verbal or in writing, and shall include the anticipated timing and duration of the leave. When planning medical treatment, the Member should consult with the City and make a reasonable effort to schedule the leave as to not unduly disrupt the City's operations, subject to the approval of the health care provider. In the case of a request for intermittent leave or leave on a reduced leave schedule which meets the Member's needs without unduly disrupting the City's operations, subject to the approval of the health care provider, the City may waive these FMLA notice requirements. Should the Member fail to give thirty (30) calendar days notice for foreseeable leave with no reasonable excuse for the delay, the City may deny the taking of FMLA leave until at least thirty (30) calendar days after the date the Member provides notice to the City for the need of FMLA leave, provided that the Member has actual notice of the FMLA notice requirements. Where the Member uses substituted paid leave, the notice requirements applicable to such leave shall apply.

27.11 Medical Certification Requirement. The following certification requirements shall apply to FMLA leave requests:

- A. Members who request leave because of their own serious health condition or the serious health condition of a covered family Member may be required to provide a certification issued by the health care provider of the Member or the Member's family member. The City shall give the Member written notice of the requirement for medical certification in a particular case.
- B. Members must provide the requested certification to the City within the time frame requested by the City, unless it is not practicable under the particular circumstances to do so despite the Member's diligent, good faith efforts. The City must allow at least fifteen (15) calendar days after the City's request for certification.
- C. In most cases where the City requests certification, the Member will be requested to furnish certification at the time the Member requests FMLA leave or soon after the leave is requested, or in the case of unforeseen leave, soon after the leave

commences. The City may request certification at some later date if the City has reason to question the appropriateness of the leave or its duration.

- D. A certification form shall be developed by the City which meets FMLA's certification requirements. The City may use the optional form developed by the United States Department of Labor; however, no additional information other than contained on this form may be required. The City's certification form will be made available to a Member where the City has required certification.
- E. In its discretion, the City may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the City, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the Member and the City.

27.12 Periodic Report. The City may require a Member on FMLA leave to report periodically on the Member's status and intent to return to work, such reporting periods shall be reasonable. If a Member gives unequivocal written notice of intent not to return to work, this notice shall be considered a resignation, and the City's obligations under FMLA to maintain health care/insurance benefits (subject to COBRA requirements) and to return the Member to work ceases.

27.13 Fitness-For-Duty Report. A Member who takes FMLA leave because of the Member's own serious health condition shall be required to obtain and present certification from a licensed physician or other appropriate medical professional that the Member is fit to return to work. The City may seek fitness-for-duty certification only with regard to the particular health condition that caused the Member's need for the FMLA leave. If a Member fails to provide such a fitness-for-duty certification to return to work, the City may deny restoration to work until the Member submits the certification.

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 Health and Wellness Educational Program. Annually, a Health and Wellness Educational Program consisting of information about the benefits of improved health and fitness, wellness, good nutritional habits, etc. will be presented by an expert in the field.

28.4 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. Cardio Respiratory 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 phases 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.
- 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 20% 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 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.

29.8 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.

29.9 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.

29.10 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.

29.11 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.

29.12 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.**

29.13 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.

29.14 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.

29.15 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 contract 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.

29.16 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.

29.17 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.

29.18 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 CONTRACT

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, 2018.

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 _____, 2016 by the authorized representatives of the City and the Lodge.

FOR THE CITY:

FOR THE LODGE:

Richard Ike Stage
Mayor, City of Grove City

Jason Papas
President, Capital City Lodge No. 9

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

Officer Douglas Stonerock
Grievance Chairman

Stephen J. Smith, Jr. Esq., Team Member

Jeff Simpson, Team Member
Capital City Lodge

Date: 04/12/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-32-16
First Reading: 04/18/16
Public Notice: 04/21/16
2nd Reading: 05/02/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-32-16

AN ORDINANCE TO AMEND ORDINANCE C-16-16 TO AUTHORIZE
THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT
WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES LOCAL 1116, OHIO COUNCIL 8, AFL-CIO

WHEREAS, on March 7, 2016, this Council enacted Ordinance C-16-16 which authorized the City Administrator to enter into a new agreement with the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO; and

WHEREAS, as part of that agreement, AFSCME Local 1116, Ohio Council 8 agreed to an increase in insurance contributions from 10% to 15% effective January 1, 2017; and

WHEREAS, since that time, the City has negotiated an increase in insurance contributions from the Fraternal Order of Police, Capital City Lodge #9 effective January 1, 2018; and

WHEREAS, the City wants to be consistent with the implementation of the increase in insurance contributions.

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

SECTION 1. Ordinance C-16-16 is hereby amended and the City Administrator is hereby authorized to amend the agreement with the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO to delay the implementation of the increase in insurance contributions to January 1, 2018.

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

Roby Schottke, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 04/12/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No. : C-33-16
1st Reading: 04/16/16
Public Notice: 04/21/16
2nd Reading: 05/02/16
Passed: ___ Rejected: ___
Codified: ___ Code No: ___
Passage Publication: ___

ORDINANCE C-33-16

AN ORDINANCE TO MAKE AMENDMENTS TO VARIOUS SECTIONS OF CHAPTER 161 OF THE CODIFIED ORDINANCES TITLED EMPLOYMENT PROVISIONS FOR CITY EMPLOYEES

WHEREAS, a review of Chapter 161 of the Codified Ordinances has been conducted by the City Administrator; and

WHEREAS, it is necessary to make amendments relating to benefits, sick, vacation leave and to part-time employment due to the Affordable Care Act; and

WHEREAS, it is also necessary to make annual adjustments to the classification and compensation plans.

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

SECTION 1. Section 161.06 is hereby amended, in part, as follows:

- (g) ~~Vacation leaves must be taken in multiples of one (1) hour.~~
- (h) With the approval of the City Administrator, the City may recognize previous public service employment for earning vacation benefits.
- (i) ~~No vacation credits shall be earned if an employee is on donated sick leave.~~

SECTION 2. Section 161.07 is hereby amended, in part, as follows:

(g) ~~No eligible employee, as defined in Section 161.01(e), shall accrue sick leave when the employee is utilizing donated sick leave as described in 161.06(h).~~

(h) Donated Sick Leave.

SECTION 3. Section 161.09 is hereby amended, in part, as follows:

(a) Annual Uniform Allowance.

(1) The Police Chief ~~and Police Captain~~ shall receive an annual clothing and equipment allowance of one thousand two hundred (1,200) dollars per year payable in semi-annual payments of six hundred (600) dollars in January ~~February~~ and July of each calendar year.

SECTION 4. Section 161.10 is hereby amended, in part, as follows:

<i>Job#</i>	<i>Organization Identification</i>	<i>Job Title</i>	<i>F L S A E x e m p t i o n</i>	<i>C l a s s i f i c a t i o n P l a n</i>	<i>F T E M a x i m u m N u m b e r</i>	<i>P T E M a x i m u m N u m b e r</i>	<i>Pay Grade</i>	<i>Minimum/Maximum</i>
511	Clerk of Council	Clerk of Council	E	U	1		Set by Ordinance	
551	Clerk of Council	Council Support	N	U		2	2	\$12.14 - 18.42 <u>12.38 - 18.78</u>
552	Clerk of Council	Deputy Clerk of Council	N	U		1	4	\$17.37 - 26.36 <u>17.71 - 26.87</u>
1112	Administration	Deputy City Administrator	E	U	1		11	\$425.00 - 605.00
1211	Administration	Business and Community Relations Officer	E	U	1		9	\$31.31 - 47.51 <u>31.93 - 48.85</u>
1311	Administration	Business and Community Relations Specialist	N	C	1		5	\$19.03 - 28.87 <u>19.41 - 29.45</u>
1312	Administration	Court Account Specialist	N	C	1		Collect Bargaining Agreement	\$16.12 - 27.70 <u>16.56 - 29.76</u> (thru 4/20/169)
1313	Administration	Human Resource Coordinator	E	C	1		7	\$24.51 - 37.19 <u>25.00 - 37.93</u>
1351	Administration	Human Resource Support	N	U		1	2	\$12.14 - 18.42 <u>12.38 - 18.78</u>
1512	Administration	Executive and Commissions Assistant	N	U	1		6	\$21.65 - 32.85 <u>22.08 - 33.50</u>
1513	Administration	Court Account Clerk	N	C	2		Collect Bargaining Agreement	\$14.87 - 24.29 <u>15.29 - 26.09</u> (thru 4/20/169)
1551	Administration	Business and Community Relations Support	N	U		1	2	\$12.14 - 18.42 <u>12.38 - 18.78</u>
1552	Administration	Court Account Support	N	U		1	3	\$16.35 - 24.81 <u>16.67 - 25.29</u>
1554	Administration	Part Time Worker III	N	U		2	3	\$16.35 - 24.81 <u>16.67 - 25.29</u>
1555	Administration	Part Time Worker II	N	U		2	2	\$12.14 - 18.42 <u>12.38 - 18.78</u>
1556	Administration	Part Time Worker I	N	U		2	1	\$8.10 - 12.29 <u>8.26 - 12.53</u>
2111	Finance	Finance Director	E	U	1		11	\$425.00 - 605.00

2211	Finance	Assistant Director	N	U	1		7	\$24.51 - 37.19 <u>25.00</u> - <u>37.93</u>
2511	Finance	Account Specialist	N	C	1		Collect Bargaining Agreement	\$16.12 - 27.70 <u>16.56</u> - <u>29.76</u> (thru 4/20/169)
2512	Finance	Payroll Specialist	N	C	1		67	\$21.65 - 32.85 <u>25.00</u> - <u>37.93</u>
2513	Finance	Accounting Assistant and Tax Administrator	N	C	1		46	\$17.37 - 26.36 <u>22.08</u> - <u>33.50</u>
2551	Finance	Finance Support	N	U		1	2	\$12.14 - 18.42 <u>12.38</u> - <u>18.78</u>
3111	Information Systems	Information Systems Director	E	U	1		11	\$425.00 - 605.00
3211	Information Systems	Information Systems Network Administrator	E	U	1		9	\$31.31 - 47.51 <u>31.93</u> - <u>48.85</u>
3311	Information Systems	Information Systems Coordinator	N	C	23		8	\$29.24 - 44.37 <u>29.82</u> - <u>45.25</u>
3451	Information Systems	Information Systems Support	N	U	1		3	\$16.35 - 24.81 <u>16.67</u> - <u>25.29</u>
<u>3452</u>	<u>Information Systems</u>	<u>GIS Administrator</u>	N	C	1		7	\$24.51 - 37.19 <u>25.00</u> - <u>37.93</u>
<u>3453</u>	<u>Information Systems</u>	<u>GIS Analyst</u>	N	C	1		6	\$21.65 - 32.85 <u>22.08</u> - <u>33.50</u>
5111	Parks and Recreation	Parks and Recreation Director	E	U	1		11	\$425.00 - 605.00
5211	Parks and Recreation	Parks and Recreation Superintendent	E	UC	1		79	\$24.51 - 37.19 <u>31.93</u> - <u>48.85</u>
5311	Parks and Recreation	Parks and Recreation Supervisor	N	C	8		5	\$19.03 - 28.87 <u>19.41</u> - <u>29.45</u>
5351	Parks and Recreation	Rec School Teacher	N	U		10	2/3	\$12.14 - 18.42 <u>12.38</u> - <u>25.29</u>
5511	Parks and Recreation	Administrative Secretary I	N	C	43		3	\$16.35 - 24.81 <u>16.67</u> - <u>25.29</u>
56571	Parks and Recreation	<u>Seasonal</u> Big Splash Facility Maintenance	N	U		1	2	\$12.14 - 18.42 <u>12.38</u> - <u>18.78</u>
5751	Parks and Recreation	Bus Driver	N	U		8	2	\$12.14 - 18.42 <u>12.38</u> - <u>18.78</u>
5951	Parks and Recreation	Activity Outreach Leader	N	U		3	2	\$12.14 - 18.42 <u>12.38</u> - <u>18.78</u>
5952	Parks and Recreation	Education Outreach Leader	N	U		3	2	\$12.14 - 18.42 <u>12.38</u> - <u>18.78</u>
5953	Parks and Recreation	Sports Site Coordinator	N	U		5	2	\$12.14 - 18.42 <u>12.38</u> - <u>18.78</u>
59574	Parks and Recreation	<u>Seasonal</u> Big Splash Assistant Coordinator	N	U		3	1	\$8.10 - 12.29 <u>8.26</u> - <u>12.53</u>

59575	Parks and Recreation	<u>Seasonal</u> Big Splash Admissions Coordinator	N	U		3	1	\$8.10 – 12.29 <u>8.26 – 12.53</u>
5956	Parks and Recreation	Facility Coordinator	N	U		9	2	\$12.14 – 18.42 <u>12.38 – 18.78</u>
59577	Parks and Recreation	<u>Seasonal</u> Big Splash Aquatics Coordinator	N	U		3	1	\$8.10 – 12.29 <u>8.26 – 12.53</u>
59578	Parks and Recreation	<u>Seasonal</u> Big Splash Admissions Attendant	N	U		8	1	\$8.10 – 12.29 <u>8.26 – 12.53</u>
59579	Parks and Recreation	<u>Seasonal</u> Big Splash Event Coordinator	N	U		2	1	\$8.10 – 12.29 <u>8.26 – 12.53</u>
59570	Parks and Recreation	<u>Seasonal</u> Big Splash Life Guard	N	U		40	1	\$8.10 – 12.29 <u>8.26 – 12.53</u>
59571	Parks and Recreation	<u>Seasonal</u> Big Splash Services	N	U		2	1	\$8.10 – 12.29 <u>8.26 – 12.53</u>
59672	Parks and Recreation	<u>Seasonal</u> Summer PARK Leader	N	U		25	1/2	\$8.10 – 12.14 <u>8.26 – 18.78</u>
5963	Parks and Recreation	PARK Site Manager	N	U		10	2/3	\$12.14 – 18.42 <u>12.38 – 25.29</u>
5964	Parks and Recreation	PARK Leader Advisor	N	U		5	2	\$12.14 – 18.42 <u>12.38 – 18.78</u>
5965	Parks and Recreation	PARK Leader	N	U		20	1/2	\$8.10 – 12.14 <u>8.26 – 18.78</u>
6111	Service	Public Service Director	E	U	1		11	\$425.00 – 605.00
6211	Service	Service Superintendent	E	<u>UC</u>	1		9	\$31.31 – 47.51 <u>31.93 – 48.85</u>
6411	Service	Urban Forestry Supervisor	N	C	1		6	\$21.65 – 32.85 <u>22.08 – 33.50</u>
6412	Service	Urban Forestry Specialist	N	C	2		5	\$19.03 – 28.87 <u>19.41 – 29.45</u>
6511	Service	Administrative Secretary II	N	C	1		4	\$17.37 – 26.36 <u>17.71 – 26.87</u>
6551	Service	Service Support	N	U		1	2	\$12.14 – 18.42 <u>12.38 – 18.78</u>
6611	Service	Service Manager	N	C	1		7	\$24.51 – 37.19 <u>25.00 – 37.93</u>
6612	Service	Maintenance Supervisor	N	C	1		6	\$21.65 – 32.85 <u>22.08 – 33.50</u>
6613	Service	Fleet Maintenance Supervisor	N	C	1		6	\$21.65 – 32.85 <u>22.08 – 33.50</u>
6614	Service	Facility Maintenance Coordinator	N	C	1		5	\$19.03 – 28.87 <u>19.41 – 29.45</u>
6615	Service	Technician	N	C	167		Collect Bargaining Agreement	\$17.83 – 27.96 <u>18.32 – 30.04</u> (thru 4/20/169)

6651	Service	Facility Maintenance Worker	N	U		<u>23</u>	2	\$12.14 - 18.42 <u>12.38 - 18.78</u>
6652	Service	Laborer	N	U		<u>1025</u>	2	\$12.14 - 18.42 <u>12.38 - 18.78</u>
6871	Service	Seasonal Laborer	N	U		<u>20</u>	<u>2</u>	<u>\$12.14 - 18.42 12.38 - 18.78</u>
7111	Development	Development Director	N	U	1		11	\$425.00 - 605.00
7312	Development	Community Development Manager	N	C	1		<u>78</u>	\$24.51 37.19 <u>29.82-45.25</u>
7313	Development	Planning and GIS Supervisor Planner	N	C	1		6	\$21.65 - 32.85 <u>22.08 - 33.50</u>
7314	Development	GIS Analyst	N	C	4		5	\$19.03 - 28.87
7315	Development	Economic Development Manager	N	C	1		<u>78</u>	\$24.51 37.19 <u>29.82-45.25</u>
7511	Development	Assistant	N	U	4		3	\$16.35 - 24.81
7512	Development	Administrative Secretary 1	N	C	<u>2</u>		<u>3</u>	<u>\$16.35 - 24.81 16.67 - 25.29</u>
7552	Development	Development Support	N	U	1		2	\$12.14 - 18.42 <u>12.38 - 18.78</u>
8111	Safety	Safety Director	E	U	1		11	\$425.00 - 605.00
8211	Safety - Buildings	Planning and Zoning Coordinator	N	C	1		6	\$21.65 - 32.85 <u>22.08 - 33.50</u>
8213	Safety - Buildings	Inspection Manager	N	C	1		7	\$24.51 - 37.19 <u>25.00 - 37.93</u>
8311	Safety - Buildings	Master Plans Examiner	N	C	<u>1</u>		<u>8</u>	<u>\$24.51 37.19 29.82-45.25</u>
8351	Safety - Buildings	Master Plans Examiner	N	U	1		8	\$24.51 37.19 <u>29.82-45.25</u>
8411	Safety - Buildings	Inspector	N	C	4		6	\$21.65 - 32.85 <u>22.08 - 33.50</u>
8453	Safety - Buildings	Inspector Part time	N	U	3		6	\$21.65 - 32.85 <u>22.08 - 33.50</u>
8511	Safety - Buildings	Account Clerk	N	C	1			Collect Bargaining Agreement \$14.87 - 24.29 <u>\$15.29 - 26.09</u> (thru 4/20/169)
8513	Safety - Buildings	Administrative Secretary I	N	C	1		3	\$16.35 - 24.81 <u>16.67 - 25.29</u>
8514	Safety - Buildings	Property Maintenance Inspector	N	C	<u>1</u>		<u>5</u>	<u>\$19.03 - 28.87 19.41 - 29.45</u>
8552	Safety - Buildings	Property Maintenance Officer Inspector	N	U		<u>21</u>	3	\$16.35 - 24.81 <u>16.67 - 25.29</u>
8554	Safety - Buildings	Administrative Secretary I Part time	N	U		2	3	\$16.35 - 24.81 <u>16.67 - 25.29</u>
9111	Safety - Police	Police Chief	E	C	1		11	\$425.00 - 605.00

9211	Safety - Police	Police Captain	E	C	1		10	\$40.00 - 55.00
9212	Safety - Police	Police Lieutenant	N	C	23		Collect Bargaining Agreement	\$53.04 (thru 12/31/15)
9411	Safety - Police	Communications Manager	E	C	1		7	\$24.51 - 37.19 25.00 - <u>37.93</u>
9511	Safety - Police	Police Executive Assistant	N	U	1		5	\$19.03 - 28.87 <u>19.41</u> - <u>29.45</u>
9512	Safety - Police	Account Clerk	N	C	2		Collect Bargaining Agreement	\$14.87 - 24.29 <u>15.29</u> - <u>26.09</u> (thru 4/20/169)
9513	Safety - Police	Police Court Liaison	N	U		2	3	\$16.35 - 24.81 <u>16.67</u> - <u>25.29</u>
9514	Safety - Police	Records Specialist	N	C	1		5	\$19.03 - 28.87 <u>19.41</u> - <u>29.45</u>
9515	Safety - Police	Professional Standards Support	N	C	1		5	\$19.41 - 29.45
9551	Safety - Police	Crime Prevention Coordinator	N	U		2	3	\$16.35 - 24.81 <u>16.67</u> - <u>25.29</u>
9552	Safety - Police	Property Clerk	N	U		2	3	\$16.35 - 24.81 <u>16.67</u> - <u>25.29</u>
9553	Safety - Police	Receptionist / <u>Records Support</u>	N	U		3	23	\$12.14 - 18.42 <u>16.67</u> - <u>25.29</u>
9852	Safety - Police	Custodian	N	U		3	2	\$12.14 - 18.42 <u>12.38</u> - <u>18.78</u>
9951	Safety - Police	Youth Services Coordinator	N	U		2	3	\$16.35 - 24.81 <u>16.67</u> - <u>25.29</u>

SECTION 6. Section 161.99 is hereby amended, in part, as follows:

(c) Part-Time Employee. Any employee who is scheduled to work less than an average of twenty ~~five~~ **eight (258) hours** per seven (7) calendar days and a typical work year of one thousand ~~three~~ **four hundred fifty six (1,300456)** hours or less.

(d) Seasonal Employee. Any employee who is scheduled to work less than six (6) months in a calendar year.

(ed) Regular Employee. A person who has satisfactorily completed his or her initial probationary period, or as defined herein.

(fe) Promotion. A promotion is an advancement from one (1) pay grade to a higher pay grade with a change in title and/or job description.

(gf) Demotion. A demotion is movement from one pay grade to a lower pay grade for the reasons of performance failure and/or disciplinary action. Employees who are demoted shall be paid at a rate set by the City Administrator within the appropriate schedule.

(hg) Reassignment. The City reserves the right to reassign employees when in the best interest of the City. Reassignment shall mean a change in department or job title and duties. Employees who are reassigned shall be paid at a rate set by the City Administrator with the appropriate pay schedule.

(ih) Classified Service. Positions in the service of the City established either by Charter or Ordinance or other official act, not excluded and placed in unclassified service.

(ji) Definitions. Definitions are also provided throughout the various provisions of Chapters 159 and 161.

SECTION 8. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 04/12/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: C-34-16
1st Reading: 04/18/16
Public Notice: 04/21/16
2nd Reading: 05/02/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-34-16

AN ORDINANCE TO AMEND SECTION 161.09 OF THE CODIFIED ORDINANCES OF GROVE CITY, OHIO TITLED FRINGE BENEFITS

WHEREAS, City employees currently pay 10% of the monthly premiums for medical, vision, and dental coverage; and

WHEREAS, the last change to the City's insurance premiums was enacted in 2002, Ordinance C-108-02, and became effective on January 1, 2003; and

WHEREAS, according to the 2014 Ohio State Employment Relations Board (SERB) Annual Report, on average in the Columbus region, a public employee pays 13.3% for single coverage and 14.7% for family coverage; and

WHEREAS, a State of Ohio employee pays 15% for single coverage and 15.8% for family coverage; and

WHEREAS, the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO and the Fraternal Order of Police, Capital City Lodge #9 have both agreed, as part of recent negotiations, to increase the members insurance contribution from 10% to 15%.

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

SECTION 1. Section 161.09(g)(1) is hereby amended to read:

(g) Payment for Coverage.

- (1) The City shall pay ~~ninety~~ eighty-five percent of the monthly premiums for medical coverage, vision coverage and dental coverage. All participants shall pay ~~ten~~ fifteen percent of the monthly premiums for such coverage. The amounts paid by an eligible employee, as defined in Section 161.01(e), for medical coverage, vision coverage and dental coverage will be deducted from the employee's gross salary for tax purposes as permitted by law.

SECTION 2. This ordinance shall take effect on January 1, 2018.

Roby Schottke, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 04/11/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Ms. Conrad
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No.: CR-17-16
1st Reading: 04/18/16
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-17-16

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 139.05 OF THE CODIFIED ORDINANCES TO PURCHASE FLEXMAT® TO STABILIZE THE BANKS AND PREVENT EROSION AT THE POND AT FRYER PARK

WHEREAS, the City has been investigating products that would stabilize the banks and prevent erosion at the pond at Fryer Park; and

WHEREAS, after reviewing the alternatives, the City believes that Flexmat® is the best solution to address this issue; and

WHEREAS, Flexmat® is a specialized product that the City is able to purchase directly from the manufacturer; and

WHEREAS, due to the specialized nature of the product, the City believes that by waiving the City's bidding process, the City is able to utilize the best product to stabilize the banks and prevent erosion at the pond at Fryer Park.

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

SECTION 1. The provisions of Section 139.05 of the Codified Ordinances are hereby waived for the purchase of Flexmat® to stabilize the banks and prevent erosion at the pond at Fryer Park and it is in the best interests of the City.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
resolution is correct as to form.

Stephen J. Smith, Director of Law

Date: 04/12/16
Introduced By: Ms. Lanese
Committee: Safety
Originated By: Mr. Boso
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-35-16
1st Reading: 04/18/16
Public Notice: 04/21/16
2nd Reading: 05/02/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-35-16

AN ORDINANCE TO AMEND SECTIONS 1305.17 III AND V TITLED BUILDING DIVISION FEE SCHEDULE

WHEREAS, the Building Division has completed an evaluation of the existing permits and fees for the City; and

WHEREAS, these fees have not been adjusted for eight years; and

WHEREAS, certain home improvement fees would be decreased for contractors and homeowners to encourage compliance with permit requirements and ensuring safer construction; and

WHEREAS, additional changes need to be made to include the med-gas inspections that the Building Division recently received certification to administer.

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

SECTION 1. Chapter 1305 is hereby amended as shown in Exhibit "A", attached hereto and made a part hereof.

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

Roby Schottke, 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"

1305.17 BUILDING DIVISION FEE SCHEDULE

All fees shall be based on the following fee schedule.

(Ord. C22-76. Passed 2-2-76. Ord. C78-97. Passed 1-5-98. C-110-08)

III. NEW COMMERCIAL PROJECTS

Building Plan Review	\$200.00 + 4.00 per 100 sq. ft.
Building Permit	\$250.00 + \$7.50 per 100 sq. ft.
Plan Review Re-Submittal	\$50.00 per re-submittal
Occupancy Permit	\$200.00
Temporary Occupancy Permit	\$150.00
Heating, Ventilation, and Cooling (HVAC) Permit	\$150.00 per unit
Refrigeration/pressure piping	\$50.00 per unit
Fireplaces/chimneys	\$75.00 per unit
Plumbing	
Plan Review	1-25 fixtures, \$50.00 26-50 fixtures, \$75.00 51-75 fixtures, \$100.00 76 fixtures or more, \$150.00
Permit	First fixture (including gas outlets) \$60.00, plus \$12.00 per fixture thereafter
Medical Gas Pipe System Processing	
Plan Review	1-10 Fixtures, \$100 11-30 Fixtures, \$200 31+ Fixtures, \$250
Permit	\$100. per System + \$15. per outlet
Swimming Pools	
Plan Review	\$100.00
Permit	\$150.00
Electric	
Permit	\$150.00 base + \$.05 per square foot
Pole-Base Lighting	\$50.00 per pole

V. RESIDENTIAL HOME IMPROVEMENTS

Minor Home Improvement Permit	\$25.00
Including but not limited to above-ground swimming pool or spa, driveway widening, fence, patio (slab on grade), roofing, window or door replacement	
Major Home Improvement Permit	
0-1,000 sq. ft	\$50.00
1,001 sq. ft and above	\$100.00
Including but not limited basement, carport, deck, garage, in-ground swimming pool or spa, room addition	
Accessory Building Permit (200 sq. ft. or less, without a foundation)	\$10.00
Sidewalk/Approach Permit	\$7.50
Heating, Ventilation and Cooling Replacement Permit	\$50.00 25.00 per unit
Includes heating (warm air, heat pump, etc.), cooling, heating and cooling replacement, and steam or hot water boiler	
Replacement work shall require separate electric permit	

Plumbing Permit First fixture (including gas outlets) \$50.00, plus \$10.00 per fixture thereafter

Hot Water Tank Replacement \$25.00 per tank

Electric Permit

Permanent Service/House Wiring

\$150.00 (flat fee)

Temporary Service

\$60.00

Electric (Other)

Base fee of \$50.00

\$.05 per amp

\$.60 per outlet/box

\$2.00 per motor hookup

Date: 04/12/16
Introduced By: Ms. Lanese
Committee: Safety
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No. : C-36-16
1st Reading: 04/18/16
Public Notice: 04/21/16
2nd Reading: 05/02/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-36-16

AN ORDINANCE TO AMEND CHAPTER 713 OF THE CODIFIED ORDINANCES TITLED GARAGE SALES

WHEREAS, currently the City charges a fee of \$2.00 for a garage sale license; and

WHEREAS, it is impractical for the City to charge and process such a small fee; and

WHEREAS, the license is currently processed by the "office of the Mayor" and it is more practicable for the City to process these licenses.

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

SECTION 1. Section 713.02 is hereby amended, in part, as follows:

No person or corporation shall publicly sell or offer for sale five or more articles of tangible personal property in any residential or accessory structure or yard located in any R-1, R-2, R-3, D-1, D-2, A-1, A-2, PUD-R or rural district without first having obtained a license for such sale from the City office of the Mayor and without first having paid the required fee as provided in Section 713.03.

SECTION 2. Section 713.03 is hereby amended, in part, as follows:

(b) Application for such licenses shall be submitted to and be approved by the City Mayor prior to issuance after a fee of two dollars (\$2.00) is paid. Only two such licenses shall be issued for a single address in any twelve-month period and shall be valid for not more than three consecutive days. ~~The Mayor shall exempt from payment of such fees any bonafide charitable, religious or nonprofit organization.~~

(c) The City Mayor may refuse to issue the required license for any sale which, in his judgement, would be detrimental to the health, safety and welfare of the community or to the residential character of the neighborhood, it being the intention to restrict such sales to casual sales of reasonable limited amounts of tangible personal property.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Date: 04/12/16
Introduced By: Ms. Lanese
Committee: Safety
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-3-/16
1st Reading: 04/18/16
Public Notice: 04/21/16
2nd Reading: 05/02/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-37-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR EMPLOYMENT RELATED BACKGROUND CHECKS

WHEREAS, the City contracts with the Ohio Attorney General for employment related background checks; and

WHEREAS, because the agreement with the Ohio Attorney General exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a multi-year agreement with the Ohio Attorney General for employment related background checks as set forth in Exhibit "A".

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

Roby Schottke, 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

C-37-16
Exhibit "A"

**AGREEMENT
FOR NATIONAL WEBCHECK®
PROGRAM SERVICES AND EQUIPMENT**

This Agreement ("Agreement") between the Ohio Attorney General ("Attorney General"), which oversees the Bureau of Criminal Investigation ("BCI"), and City of Grove City ("Agency") is effective on the latest date of signature below, and identifies the terms, conditions, duties, and responsibilities of each party regarding the National WebCheck® ("WebCheck") program and equipment. The Agreement also ensures that the information received from the Attorney General is used appropriately by Agency and within the requirements of the Ohio Revised Code, the Ohio Administrative Code, and Federal laws and regulations.

I. Purpose

Under Ohio law, persons in various occupations and volunteer roles must obtain criminal background checks in order to be eligible for licensing, employment and volunteer activities. Such criminal background checks are available through the WebCheck services administered by the Attorney General, through BCI. This Agreement sets forth the terms and conditions under which Agency may obtain and disseminate criminal background check information through WebCheck services.

II. Basic Agency Responsibilities

- A. Agency must procure WebCheck equipment from a vendor that has been certified by BCI as an approved provider and maintain the equipment as directed by the vendor.
- B. Agency agrees to comply with any and all monitoring requests made by the Attorney General in a timely and complete manner.
- C. Agency agrees to comply with any and all training requirements set forth by the Attorney General. Agency's participation in an initial training will be required before Agency will be granted access to the WebCheck services.

III. Agency Responsible for Full and Timely Payment of Fees to Be Charged by Attorney General

- A. To ensure full and prompt payment, Agency agrees to make fee payments to the Attorney General using commercially reasonable payment methods as directed by the Attorney General. Such methods may include, without limitation, payments via Automated Clearing House ("ACH") or other electronic payment method. Notice of any changes in the required payment methods shall be provided pursuant to Section XI.
- B. Attorney General shall submit invoices to Agency as follows:
Agency: City of Grove City
Address: 4035 Broadway
Grove City, OH 43123
Attn: Vikki Stoneking - HR Coordinator

- C. Absent more specific requirements provided by the Attorney General, the Attorney General will issue a monthly invoice to Agency and payments shall be made pursuant to this Section. Agency understands that failure to pay the Attorney General the appropriate criminal background check fees within 30 days after an invoice is issued by the Attorney General may result in termination of access to WebCheck services. Agency also understands that a fee of \$35.00 may be charged to the Agency to reinstate access to WebCheck services after the delinquent account is paid in full.
- D. If payment is not received within 75 days after an invoice is issued, Agency shall be in default and the Attorney General may exercise all legal rights and remedies as set forth in Paragraph X below. Interest owed for such non-payment of fees shall accrue at the rate set forth in Ohio Revised Code Sections 131.02, 5703.47, and 126.30 as applicable.
- E. Agency shall pay the following fees for criminal background checks:
 - a. The fee set forth in Ohio Administrative Code 109:5-1-01, as it may be amended from time to time, for a background check of BCI records; and
 - b. \$24.00 for a background check of FBI records.
- F. The Attorney General may increase the fees charged for background checks of BCI and/or FBI records at any time prior to Agency conducting a background check, and upon notice to Agency.

IV. Restrictions on Dissemination of WebCheck Information

- A. The parties acknowledge that access to computerized criminal history ("CCH") information is governed by both state and federal statutes. Any violation of these statutes and/or the dissemination restrictions set forth in this Section will constitute a default for which the Attorney General may immediately terminate Agency's direct and indirect use of and access to WebCheck services.
- B. Dissemination of the FBI CCH must be limited to the following:
 - a. Criminal justice and governmental non-criminal justice agencies.
 - b. Pursuant to 28 USC §534, Pub. L. 92-544, CCH information must not be disseminated to a third party organization.
 - c. The CCH information must not be used for any purpose other than outlined in 28 USC §534, Pub. L. 92-544 or Ohio Revised Code statutes approved by the U.S. Attorney General.
- C. Dissemination of the BCI CCH must be limited to the following:
 - a. The information must not be used for any purpose other than authorized in R.C. 109.572 and related Ohio Revised Code statutes.
 - b. The information may only be released to the individual/organization authorized on the BCI waiver for release of criminal history information. It is not permissible for the Agency to copy and distribute the results of a criminal history background check to multiple organizations.

V. Compliance with Civilian Background Check Requirements

- A. Agency must comply with all civilian background check requirements included in Ohio law and the Ohio Civilian Background Check Training Manual published by the Ohio Attorney General.
- B. Agency understands that an FBI background check does not replace a BCI background check and may be done only when authorized by an approved Pub. L. 92-544 state statute. A background BCI

check must be completed for every individual requiring a background check for employment purposes.

- C. Agency understands that failure to adhere to any requirement set forth in this Agreement may result in termination of WebCheck services. It is further understood that additional training and/or a \$35.00 reinstatement fee may be required to restore access to WebCheck services.

VI. Duty to Maintain Accurate, Auditable Records of Transactions

The Agency agrees that BCI's Quality Assurance Unit may audit all WebCheck transactions submitted by Agency. The Agency hereby agrees to keep accurate, auditable records of each WebCheck transaction for at least one (1) year following each transaction. The Agency also agrees to allow BCI employees access to this information during normal business hours.

VII. Prohibition against Unauthorized or Inappropriate Use of WebCheck Information

Agency agrees that unauthorized use of computerized criminal history information is in violation of state and/or federal law and can lead to criminal charges. If Agency is a non-criminal justice agency, Agency acknowledges that applicants for positions in their organizations may authorize access to their criminal history records for the use of that specific agency only as described in Section VIII below. Inappropriate use or dissemination of computerized criminal history information will result in termination of Agency's access to WebCheck services. Further, Agency understands that misuse or falsification of information transmitted and received through the WebCheck program may result in criminal felony charges being filed.

VIII. Rights and Responsibilities Concerning Employee Access to WebCheck Information

- A. The Agency shall not permit an individual to access, disseminate or otherwise use WebCheck information if that individual has ever been convicted of:
 - a. A felony; and/or
 - b. Any other crime involving theft, deceit, fraud or other act of moral turpitude.
- B. If Agency is a private, non-government agency, Agency agrees that, prior to permitting an individual to access, disseminate or otherwise use National WebCheck information, Agency shall conduct, at its own expense, a BCI background check on that individual.

IX. Term and Termination

- A. This Agreement will be effective beginning on the latest date of signature below. Either party may terminate this Agreement for any reason after providing three (3) days written notice to the other party. Otherwise, this Agreement will terminate three (3) years from the effective date.
- B. This Agreement cannot be transferred by Agency. If Agency transfers its equipment to another party, this Agreement will terminate automatically.

X. Default and Immediate Termination

The Agency's failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement shall constitute a default for which the Attorney General may immediately and without notice terminate this Agreement and Agency's use of and access to WebCheck services. The Attorney General shall also have the right to pursue any and all other remedies against Agency for failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement.

XI. Communications, Approval and Notices

Any communications, approvals and notices that must be made to or by the parties pursuant to this Agreement shall be made in writing using the addresses set forth below.

XII. Entire Agreement

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

XIII. Facsimile Signatures

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

City of Grove City
(Agency name)

OHIO ATTORNEY GENERAL

By: _____

By: _____

Name: Charles W. Bosu, Jr.

Rickeya Franklin

Title: City Administrator

Director of Identification, BCI

Date: _____

Date: _____

Contact Name: Vikki Stoneking-AR

BCI

Address: 4035 Broadway

Attn: Civilian Quality Assurance

Grove City, OH 43123

PO Box 365

London, OH 43140

E-mail: NationalWebcheck@ohioattorneygeneral.gov

E-mail: VStoneking@grovecityohio.gov

Telephone: 740-845-2113

Telephone: 614-277-3013

FAX: 866-912-7118

FAX: 614-277-3021

FED TAX ID NO: 31-6400527

AGENCY ID NO: FWL 656

Type: Government Non-Government
 Other _____

If your Agency operates more than one National WebCheck system under the same agency ID please list the contact person, phone number and address of each location (attach a separate sheet if necessary).

Contact Name: _____

Phone Number: _____

E-mail address: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Phone Number: _____

E-mail address: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Phone Number: _____

E-mail address: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Phone Number: _____

E-mail address: _____

Address: _____

City, State, Zip Code: _____

Date: 04/12/16
Introduced By: Ms. Lanese
Committee: Safety
Originated By: Mr. Bennett
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-18-16
1st Reading: 04-21-16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-18-16

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 903.05(a & c) OF THE CODIFIED ORDINANCES FOR THE ANNUAL ALUMNI SOFTBALL TOURNAMENT ON JULY 30 & 31, 2016 AT FRYER PARK

WHEREAS, the Annual Alumni Softball Tournament will be held at Fryer Park on July 30 and 31, 2016 and in the event of postponement due to rain, this tournament will be held on August 6 & 7, 2016; and

WHEREAS, Deaf Services wish to sell beer during this Alumni Tournament; and

WHEREAS, Section 903.05(a & c) of the Codified Ordinances of the City states: No drugs or alcoholic beverages shall be permitted on park property.

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

SECTION 1. The provisions of Section 903.5(a & c) of the Codified Ordinances that no alcoholic beverages be permitted on park property is hereby waived for the sale and consumption of alcoholic beverages provided by Deaf Services for this one occasion for the Alumni Softball Tournament at Fryer Park on July 30 and 31, 2016 and in the event of postponement due to rain, this provision shall be waived on August 6 & 7, 2016.

SECTION 2. The provisions shall only be waived between the hours of 11:00 a.m. to the end of the last game, not to extend beyond 10:30 p.m., within the areas designated in Exhibit "A". A Certificate of Liability Insurance shall be provided stating the City as a Certificate Holder and an additional insured with respect to \$1 million per occurrence; \$2 million aggregate liability limits and liquor liability coverage.

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

Roby Schottke, President of Council

Passed:
Effective:

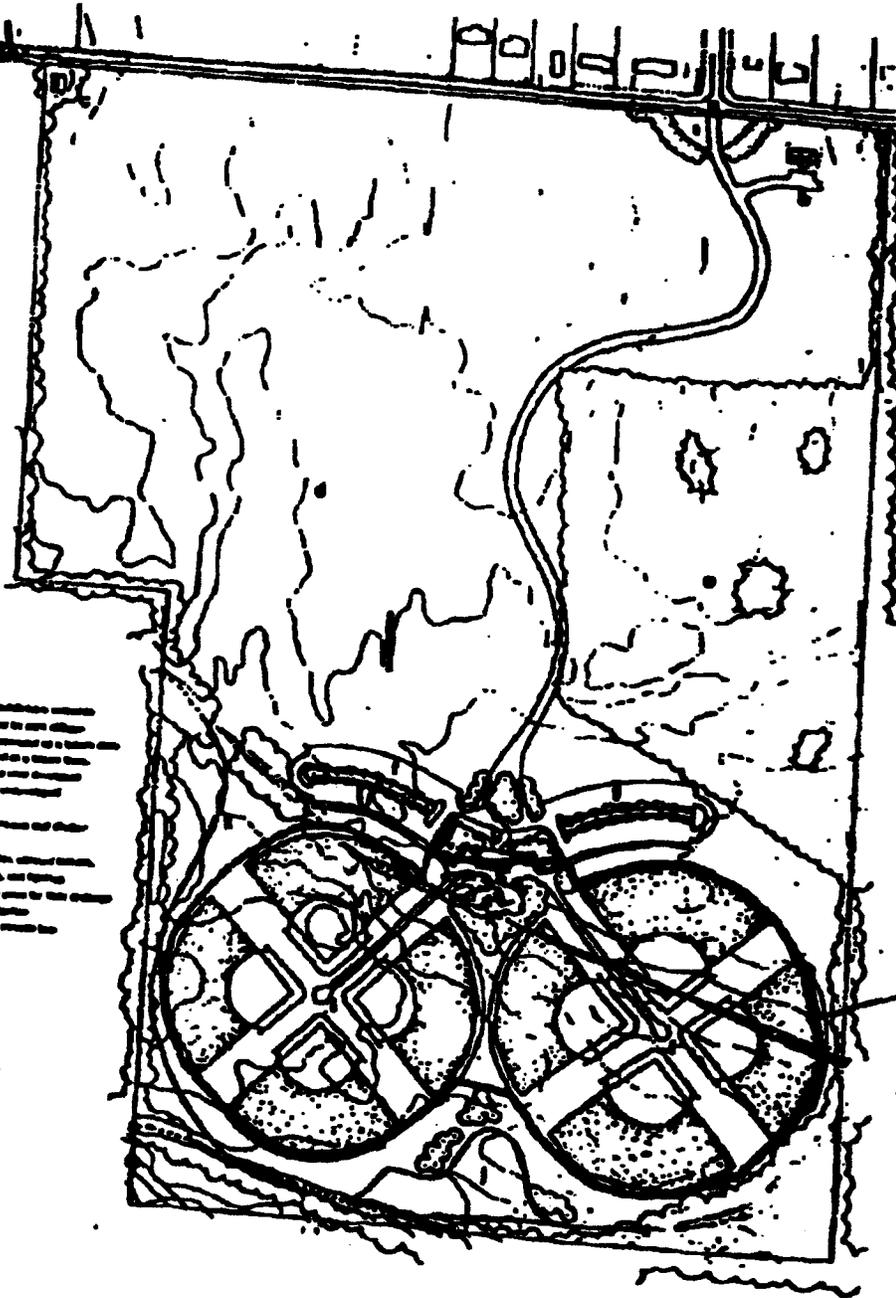
Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law



end

This plan shows the preliminary layout
 of the proposed Fryer Park site
 and is to be considered as a guide only
 and does not constitute a contract
 for the construction of the park
 and shall not be used for any other
 purpose without the written consent
 of the City of Grove City, Ohio.

Fence
 +
 Rencales
 +
 Signs

Phase I
 Master Plan for Fryer Park
 Grove City, Ohio



EXHIBIT "A"

Date: 03/28/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Clerk
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-30-16
1st Reading: 04/04/16
Public Notice: 04/08/16
2nd Reading: 04/18/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-30-16

AN ORDINANCE TO VACATE A 10+ WIDE EASEMENT BETWEEN LOT 475 AND LOT 476 OF PINNACLE CLUB SECTION 5

WHEREAS, the Plat of Pinnacle Club, Section 5, approved by the Council of the City of Grove City by Ordinance No. C-43-05, provided a five-foot wide easement on the north and south of Lots 475 and 476, respectively; and

WHEREAS, each lot was sold to the neighboring property owners to create larger lots; and

WHEREAS, Planning Commission approved lot splits for each property owner on August 04, 2015; and

WHEREAS, the remaining property is in the process of becoming a new lot within this subdivision; and

WHEREAS, the easement would run down the middle of the newly create lot, making it undevelopable; and

WHEREAS, the Administration is supportive of this vacation.

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

SECTION 1. The five foot wide easement along the southerly side of Lot 475 and the five-foot wide easement along the northerly side of Lot No. 476, Pinnacle Club, Section 5 of record in Plat Book 109, page 32, Recorder's Office, Franklin County, Ohio, are hereby vacated as shown in Exhibit "A" attached hereto and made a part hereof.

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

Roby Schottke, 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

C-30-16

**EASEMENT VACATION
LOT 475/476 of PINNACLE CLUB SECTION 5**

Situated in the State of Ohio, County of Franklin, Grove City, in Virginia Military survey No. 6840 and being an easement to be vacated in Lot 475 and Lot 476 of PINNACLE CLUB SECTION 5, as shown on the plat thereof recorded in Plat Book 109, Page 32 in the Franklin County Recorder's Office, on lands owned by Thomas R. Clark, Trustee, as recorded in Instrument 201511030155931 and Instrument 201511030155933 in the Franklin County Recorder's Office, and said EASEMENT VACATION being more particularly described as follows:

Reference Point of Beginning being an un-capped $\frac{3}{4}$ " iron pipe found in the easterly line of Hirth Hill Road East (60' width), as recorded on the plat of PINNACLE CLUB SECTION 5, as shown on the plat thereof recorded in Plat Book 109, Page 32, at the westerly corner between Lots 475 and 476, of PINNACLE CLUB SECTION 5, and the True Place Of Beginning of the EASEMENT VACATION described herein;

Thence North 03 deg. 16' 18" East a distance of 5.00 feet along the easterly line of Hirth Hill Road East and westerly line of Lot 475 to the northwesterly corner of the EASEMENT VACATION described herein;

Thence South 86 deg. 43' 42" East a distance of 120.00 feet across Lot 475 to a point in the westerly line of a 30 foot wide easement recorded on the plat of "BUCKEYE PARKWAY, JACKSON PIKE AND PINNACLE CLUB DRIVE DEDICATION AND EASEMENTS" Plat Book 104, Page 99, and the northeasterly corner of the EASEMENT VACATION described herein;

Thence South 03 deg. 16' 18" West a distance of 10.00 feet, crossing the line between Lot 476 and Lot 475 at 5.00 feet, to the southeasterly corner of the EASEMENT VACATION described herein;

Thence North 86 deg. 43' 42" West a distance of 120.00 feet across Lot 476 to a point in the westerly line of Hirth Hill Road East, at the southwestery corner of the EASEMENT VACATION described herein;

Thence North 03 deg. 16' 18" East a distance of 5.00 feet along the easterly line of Hirth Hill Road East and westerly line of Lot 476 to the True Place Of Beginning of the EASEMENT VACATION described herein, containing 1200 sq. ft., or 0.0275 acres.

Description based on a field survey completed June, 2015. Bearings herein are based upon the bearing of N 03° 16' 18" E along the center of Hirth Hill Road East shown on the plat of Pinnacle Club Section 5, recorded In Plat Book 109, Page 32 of the Franklin County Recorder's Office.

Steven L. Lamphear, Ohio Surveyor No. 7876



[Handwritten signature]

March 29, 2016

C-30-16

HIRTH HILL RD E

040-013792
4523 HIRTH HILL ROAD EAST
PINNACLE CLUB SECTION 5
LOT 474

150.53'

040-013793
4509 HIRTH HILL ROAD EAST
PINNACLE CLUB SECTION 5
30' SE LOT 475

86.15

100'

5' Easement

5' Easement

30' Easement

040-013794
4495 HIRTH HILL ROAD EAST
PINNACLE CLUB SECTION 5
30' SE LOT 476

100'

100'

10' Easement

150'

25' Easement

040-013795
PINNACLE CLUB DRIVE
PINNACLE CLUB SECTION 5
LOT 477

82'

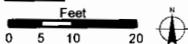
135'

040-012705
PINNACLE CLUB DR
ENTRY 478-479-6840
146.688 ACRES

Easement Vacation

Pinnacle Club, Lots 475 & 476

 Area to be Vacated



* Property information obtained from Franklin County Auditor, January 2018
** Easement information obtained from Pinnacle Club Section 5 Plat

Date: 04/12/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-38-16
1st Reading: 04/18/16
Public Notice: 4/21/16
2nd Reading: 05/02/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-38-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR
OUTDOOR SALES FOR DÉJÀ VU BOUTIQUE, THE FARM TABLE,
AND ZASSY'S TREASURES & DESIGN LOCATED AT 3952 BROADWAY

WHEREAS, Déjà vu Boutique, the Farm Table and Zassy's Treasures & Design, applicants, has submitted a request for a Special Use Permit for Outdoor Sales located at 3952 Broadway; and

WHEREAS, on April 05, 2016, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulation:

1. Items shall only be displayed during businesses hours for each tenant.

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)A1r is hereby issued to Déjà vu Boutique, the Farm Table and Zassy's Treasures & Design, located at 3952 Broadway, contingent upon the stipulation set by Planning Commission.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 04/12/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-39-16
1st Reading: 04/18/16
Public Notice: 4/21/16
2nd Reading: 05/02/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-39-16

AN ORDINANCE TO ACCEPT THE PLAT OF MOUNT CARMEL HEALTH SYSTEM GROVE CITY HOSPITAL

WHEREAS, Mount Carmel Health System Grove City Hospital, a subdivision containing lots 1, 2 and 3 inclusive, and areas designated as Reserve "A", has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Mount Carmel Health System Grove City Hospital, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1434, containing 103.566 acres of land, more or less. Said 103.566 acres being part of those tracts of land conveyed to Mount Carmel Health System, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

Roby Schottke, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 04/13/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : C-40-16
1st Reading: 04/18/16
Public Notice: 04/21/16
2nd Reading: 06/06/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-40-16

AN ORDINANCE TO AMEND THE ZONING TEXT FOR 625.92 ACRES LOCATED SOUTH OF WHITE ROAD AND EAST OF I-71 AS ADOPTED BY ORDINANCE C-126-03

WHEREAS, on February 02, 2004, Council approved Ordinance C-126-03, a Rezoning request for 625+ acres located South of White Road, for The Pinnacle Club, that included a Zoning Text; and

WHEREAS, Council has approved amendments to said Zoning Text for Subarea A, by Ordinance C-23-11 and C-10-12; and

WHEREAS, Council has approved amendments to said Zoning Text for Subarea E, by Ordinance C-28-07, C-45-09, C-71-12 and C-28-14; and

WHEREAS, on April 05, 2016, the Planning Commission recommended approval of requested amendments to said Zoning Text, Subarea E, with the following stipulation:

1. Amendments shall only apply to Section V (Subarea E) of the Zoning Text; and
2. The proposed Village Homes shall have a front setback of 25 feet.

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

SECTION 1. The Zoning Text for 625.92 acres located South of White Road and East of I-71, as adopted by Ordinance C-126-03 and amended by Ordinance C-28-07, C-45-09, C-23-11, C-10-12, C-71-12 and C-28-14, is hereby amended as shown in Exhibit "A", attached hereto and made a part hereof.

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

Roby Schottke, 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

C-40-16

Exhibit A

**SECOND AMENDMENT OF
THE PINNACLE CLUB OF GROVE CITY
620+ ACRES**

GROVE CITY, OHIO

PLANNED UNIT OF DEVELOPMENT-RESIDENTIAL (PUD-R)

Original Applicants:

Pinnacle Development Company
567 Lazelle Road
Westerville, OH 43081

Mil Schottenstein Homes, Inc.
3 Easton Oval
Suite 540
Columbus, OH 43219

Amendment Applicant

Mil Schottenstein Homes, Inc.
3 Easton Oval
Suite 540
Columbus, OH 43219

Zoning Text

~~November 3, 2003~~

~~Revised November 17, 2003~~

~~Revised November 23, 2003~~

~~Revised November 26, 2003~~

~~Revised December 1, 2003~~

~~Revised January 30, 2004~~

Original – C-126-03, Feb. 2, 2004

First Amendment ~~January 29, 2007~~ C-28-07, May 07, 2007

Second Amendment ~~June 2, 2009~~ C-45-09, Aug. 17, 2009

Third Amendment ~~October 2, 2012~~ C-23-11, June 20, 2011

Fourth Amendment C-10-12, April 16, 2012

Fifth Amendment C-71-12, Jan. 22, 2012

Sixth Amendment C-28-14, July 7, 2014

Seventh Amendment C-40-16

INTRODUCTION:

This zoning text establishes the permitted uses, residential densities, minimum lot sizes, the house size ranges and various other development standards for the development comprising the 620+ acres of land generally located south of White Road, west of Jackson Pike, north of Holton Road and east of Interstate 71, as more particularly depicted on the Preliminary Development Plan dated November 26, 2003 and described in the legal description submitted with the zoning application (the "Property"). The text also establishes land use, residential density and lot size for the Eberhard 3.72 acre parcel and the Nocero 10 acre parcel.

The Property or, as sometimes referred to herein, the "Pinnacle Club", is designed as a master planned community to be developed around a championship golf course. Unlike most golf course communities that are designed to maximize lot layout, often to the detriment of the golf course layout, the Pinnacle Club is first and foremost a golf course. Lot layout is designed not to interfere with golf or to distract from the public views into the golf course from public right-of-ways. The natural beauty of the land east of the proposed Buckeye Parkway extension is captured and preserved by golf course. Lots and condominium sites are located in areas that compliment the golf course design.

The future residents of the Pinnacle Club, the residents of the existing M/I Homes Creekside development and the general public, as they drive Buckeye Parkway and the proposed Pinnacle Club Drive, will be treated to exceptional views into the golf course. Much of Buckeye Parkway, as extended through the Property, and most of Pinnacle Club Drive will be single loaded (only one side of the road developed with housing) to provide unobstructed public views of the golf course. Unlike most golf course communities, the golf course will not be hidden from the general public.

One's arrival to the Pinnacle Club will be announced at Buckeye Parkway and White Road. Spectacular entrance features to be presented to the City as part of the development plan approval process will set the tone for what lies beyond the gateway. Landscaping along White Road and throughout the Property will provide visual image and identity of the Pinnacle Club at the entranceway and throughout the Property.

The general land use design of the Property is to step down residential densities from Interstate 71 eastward, with densities east of Buckeye Parkway being extremely low. The land west of Buckeye Parkway, including condominium Subareas F, G and J, have a combined density of 5.85 dwelling units per acre. Not including the Subareas F, G and J, the density west of Buckeye Parkway is 4.56 dwelling units per acre. Although multi-family apartments are typically located on land along freeways, all dwelling units within the Pinnacle Club development will be for sale to individual owners.

Because of the size of the development, multiple Subareas will be developed simultaneously. Buckeye Parkway and Pinnacle Club Drive will be constructed in their entirety at the beginning of development. The traditional concept of phasing sequence is not applicable with this development. A tree survey will not be required as part of the development plan review of Subarea L.

I. SUBAREA A (65.7 ACRES)

- A. Permitted Uses: Subarea A consists of three (3) areas: A₁ consists of 39.1± acres containing approximately 78 lots; Subarea A₂ consists of 16.2± acres containing approximately 36 lots. Subarea A₃ consists of 10.4± acres containing approximately 44 two-family lots. Subareas A₁ and A₂ may be enlarged and the number of lots in the Subarea may be increased provided views into the golf course from public rights-of-way are maintained and further subject to the established minimum lot size requirements set forth below. Subarea A₁ and A₂, also referred to herein as the "Estate Lots", will be sold to custom home builders, which shall include M/I Homes Showcase division. Contiguous platted lots may be combined in whole or part resulting in larger lots.
- B. Density: As provided in Section I(A) above, subarea size may increase and densities may increase or decrease provided views into golf course are maintained.
- C. Lot Size: Subarea A₁ and A₂ contains 90' and 100' wide lots, measured at the building line, with a minimum lot depth of 120'. No lot in Subarea A₁ and A₂ may be split and combined with a contiguous platted lot if said split results in a lot containing less than 90' of frontage at the building line. Subarea A₃ contains lots with a minimum width of 45', measured at the building line with a minimum lot depth of 110'. Lots within Subarea A₃ shall contain single family detached homes and/or attached single family homes sharing one common lot line and wall and subject to the setback requirements set forth in Exhibit 6.
- D. House Sizes: The minimum house size in Subarea A₁ and A₂ shall be 2,400 square feet. The minimum house size in Subarea A₃ for each unit shall be 1,250 square feet a total of 2,500 square feet per building for attached units. Detached units within Subarea A₃ shall be a minimum 1,170 square feet along Pinnacle Club Drive and all other areas within Subarea A₃ will have a minimum 1,519 square feet. No two adjacent detached units within Subarea A₃ shall be less than a total of 2,680 square feet. Detached units on lots 1 and 2 as shown on Exhibit 7 shall be a minimum of 2,034 square feet. A minimum of three detached units on lots 3 thru 10 as shown on Exhibit 7 will have at least 2,034 square feet. Minimum square footages are to exclude garages and unfinished basements.

- E. Exterior Materials: All homes will be traditional in architecture, i.e. Colonial, Georgian, County French and Country English. A design review manual will be in place prior to any final platting of this Subarea. Four sided architecture will be encouraged with brick or stone foundations on all sides and common window fenestration. Natural materials including wood, brick, stone and stucco will be encouraged with the use of hardy plank siding or beaded lap profile and shake profile vinyl siding with .044 gauge or greater, where appropriate. The roof material will be dimensional architectural shingles.
- F. Streets/Sidewalks:
- (1). Streets within Subarea A shall have a minimum right-of-way width of 50 feet and a minimum pavement width of 28 feet measured from face-of-curb to face-of-curb.
 - (2). Four foot wide brick or concrete sidewalks shall be installed in front of all homes. Sidewalks do not have to be installed along open space areas except as shown on the Development Plan.
- G. Street Trees: Street trees shall be 3" to 3.5" in caliper at planting and planted 35' on center.
- H. Within Subarea A₃, all of the lots will have a common landscape theme and maintenance.

II. SUBAREA B (13.7ACRES)

- A. Permitted Uses: Subarea B shall be developed with single-family homes as an expansion of the adjacent Creekside Subdivision.
- B. Density: The maximum number of homes in Subarea B shall be 45 for a total maximum density of approximately 3.3 dwelling units per acre.
- C. Exterior Materials: Exterior materials of homes shall be those materials used in the existing Creekside Subdivision.
- D. Lot Sizes/House Sizes:
- (1). Lot sizes shall be a minimum of 80' width at the building line and 120' depth.
 - (2). Homes shall be a minimum of 1,600 square feet for ranch homes and 1,800 square feet for two story homes.

- E. Streets/Sidewalks:
- (1). Streets within Subarea B shall have a minimum right-of-way width of 50 feet and a minimum pavement width of 28 feet measured from face-of-curb to face-of-curb.
 - (2). Four foot wide concrete sidewalks shall be installed in front of all homes. Sidewalks do not have to be installed along open space areas except as shown on the Development Plan.
- F. Open Space/Street Trees:
- (1). Open space shall be as shown on the Preliminary Development Plan, subject to adjustments resulting from final engineering.
 - (2). Street trees shall be 3" to 3.5" caliper at planting and planted 35' on center.

III. **SUBAREA C (45.3 ACRES)**

- A. Permitted Uses: Subarea C consists of 45.3 acres containing approximately 140 homes. All homes shall have a two-car garage.
- B. Density: The maximum number of homes in Subarea C shall be 140 for a total maximum density of approximately 3.1 dwelling units per acre.
- C. Lot Sizes: Lots shall have a minimum width of 70' at the building line and a minimum depth of 120'. Lots contiguous to Subarea L shall have a minimum width of 80' at the building line and a minimum depth of 120'.
- D. House Sizes: House sizes shall range in size from a minimum square footage of 1,800' for all homes, up to and including 3,500 square foot homes. 80% of all homes shall exceed 2,000 square feet in size.
- E. Exterior Materials: All home exteriors shall have traditional beaded lap profile vinyl siding with .044 gauge or greater and/or natural materials. All homes shall have brick or stone plinths. All chimneys within Subarea C shall be brick or stone. 50% of the homes within Subarea C [i.e. 70 homes (140 + 50%)] shall have brick or stone on its front facade ranging from 15% to 100% of the front building elevation (windows and doors, including garage doors, shall be excluded from the calculation) an example of the brick options are shown on Exhibit 1. Most windows on the front of each home will have shutters.
- F. Roof:
- (1). The roof of all homes shall have accents such as dormers and small gables. The pitch of the main roof shall be a minimum of

6/12. Roof accents shall have roof pitches ranging from 4/12 to 12/12.

(2). The roof material will be dimensional architectural shingles.

G. Streets/Sidewalks:

(1). Streets shall have a minimum right-of-way width of 50 feet and a minimum pavement width of 28 feet measured from face-of- curb to face-of-curb.

(2). Four foot (4 ') wide concrete sidewalks shall be installed in front of all homes. Sidewalks do not have to be installed along open space areas except as shown on the Development Plan.

(3). All homes shall have brick paver walks from the driveway to the front door of the house.

H. Open Space/Street Trees:

(1). Open space shall be as shown on the Preliminary Development Plan, subject to adjustments resulting from final engineering.

(2). Street trees shall be 3" to 3.5" caliper at planting and planted 35' on center.

IV. SUBAREA D (52.7 ACRES)

A. Permitted Uses: Within Subarea D, single-family homes shall be built on a mixture of 50 and 60 foot wide single-family lots. The 50' wide lots shall front on White Road and Buckeye Parkway. The 60' wide lots shall be along the golf course and the east perimeter of the Subarea. Thirty-four of the permitted 60' lots shall back onto the golf course. All homes shall have front porches. Front porches shall range in size from 16 square feet to 100+ square feet.

B. Density: The maximum number of homes in Subarea D shall be 184 for a total maximum density of approximately 3.48 dwelling units per acre.

C. Lot Sizes: Of the 184 lots in Subarea D, 100 shall have a minimum lot width of 50' to 60' and 84 shall have a minimum lot width of 60' or greater. Lot locations shall be as generally depicted on the Preliminary Development Plan, subject to refinements resulting from final engineering.

V. SUBAREA E (115 Acres)

A. Permitted Uses: Subarea E, also sometimes referred to as the "Traditional Neighborhood Development" contains four district housing types:

(1.) Carriage Homes: Single-family homes with two car attached garages. Garages are accessed from alleys at the rear of the homes. Streetscapes are pedestrian oriented with reduced setbacks and front porches closer

to sidewalks. Driveways and garage doors are eliminated from street views. All homes shall have porches. Front porches shall range in size from 16 square feet to 100+ square feet.

- (2.) Village Homes: Single-family homes with two car attached garages are accessed from the front of the homes. Garages are even with or behind the front porch facade of the home. All homes have small porches.
- (3.) Town Homes: Two-family homes, each home has a two car detached garage. Garages are accessed from alleys at the rear of the homes.
- (4.) Cottage Homes: Single-family homes, each home has a two car detached garage. Garages are accessed from alleys at the rear of the homes. Garages shall have a common wall on one side.

B. Density: The maximum number of homes in Subarea E shall not exceed ~~531~~ 524 for a total maximum density of approximately 4.6 units per acre. The breakdown of the number of housing types follow:

- | | |
|--------------------|--|
| (1) Carriage Homes | approximately 333 <u>323</u> lots |
| (2) Village Homes | approximately 140 <u>143</u> lots |
| (3) Town Homes | approximately 42 lots |
| (4) Cottage Homes | approximately 16 lots |

C. Exterior Materials: All homes will have traditional vinyl siding and shake accent areas with .044 gauge or greater. All homes will have brick or stone option for the front facade. Most windows on the front of each home will have shutters. All exposed courses of the foundation of all homes shall be split face block; brick; stone; poured concrete or, any other material that stimulates the appearance of brick or stone. A minimum of 50% of the homes fronting on Buckeye Parkway and one Village greens shall have brick or stone accents as shown on the building elevations submitted as Exhibit 3.

D. Lot Sizes:

- | | |
|-------------------------|--------------------------------------|
| (1). Carriage Home Lots | 47'x70' (typical) |
| (2). Village Home Lots | 50'x120' (typical) |
| (3). Town Home Lots | 62'x100' (typical) |
| | (28.5' minimum up to 33.5' per unit) |
| (4). Cottage Home Lots | 31'x100' (typical) |
- (5). All lots along the north boundary of Subarea E, east of the east right-of-way line of Berry Hill Drive, shall be a minimum of 70' wide at the building line and a minimum of 120' feet in depth.

(6). Village home lots along I-71 in Subarea "E" shall be 50' x 106' (minimum) and a 12' (minimum) building line shall apply. The building may be set back further away from the building line, as needed, to achieve desired driveway lengths.

E. House Sizes: 80% of all homes in Subarea E shall exceed 1,400 square feet in size.

Carriage Homes	house size range: 1,200 - 2,300 s.f.
Village Homes	house size range: 1,200 - 3,300 s.f.
Town Homes	house size: minimum of 1,760 s.f.
Cottage Homes	house size range: 1,650 - 1,894 s.f.

F. Roof:

(1). The roof of all homes shall have accents such as dormers and small gables. The pitch of the main roof shall be a minimum of 6/12. Roof accents shall have roof pitches ranging from 4/12 to 12/12.

(2). The roof material will be dimensional architectural shingles.

G. Streets/Alley/Sidewalks:

(1). Streets shall have a minimum right-of-way width of 50 feet and a minimum pavement width of 28 feet measured from face-to-curb to face-to-curb.

(2). Alleys shall be private and shall have a minimum right-of-way width of 16 feet and a minimum pavement width of 12 feet. All alleys shall be constructed in accordance with current City of Columbus specifications (rolled concrete is permitted) or as otherwise agreed to by the City with 2" asphalt surface (alley detail to be approved as part of the development plan process).

(3). Four feet (4') wide concrete sidewalks shall be installed in front of all homes. Sidewalks along open space areas will be addressed as part of the development plan process.

H. Open Space/Street Trees:

(1). Open space shall be as shown on the Preliminary Development Plan, subject to adjustments resulting from final engineering.

(2). Street trees shall be 3" to 3.5" caliper at planting and planted 35' on center.

VI. SUBAREAS F (31.6 ACRES), G (23.1 ACRES), I (13.4 ACRES) AND J (22.9 ACRES)

- A. Permitted Uses: Within Subareas F, G, I and J, attached single-family/cluster home condominiums shall be permitted at the densities set forth below and public uses such as a fire station/police sub-station.
- B. Density: The maximum number of dwelling units shall not exceed:
 - (1).
- C. House Sizes: Unit size shall be established as part of the development plan approval process.
- D. Exterior Materials: The exterior materials of the buildings shall be established as part of the development plan process.
- E. Streets/Sidewalks:
 - (1). Streets shall be private with a minimum pavement width of 26 feet.
 - (2). Sidewalks shall be as shown on the development plan.
- F. Open Space: Open space will be established as part of the development plan approval process.

VII. SUBAREA H (4.9± ACRES)

- A. Permitted Uses: Within Subarea H detached single-family homes or attached single-family/cluster homes condominiums shall be permitted.
- B. Density: The maximum number of dwelling units shall not exceed 20 dwelling units (approximately 4 dwelling units per acre).
- C. Miscellaneous: Development standards not set forth above shall be established as part of the development plan approval process.

VIII. EBERHARD PARCEL (3.7± ACRES)

- A. Permitted Uses: Single-family residential homes and one general office use in a separate building of no greater than 4,500 square feet shall be permitted on the Eberhard Parcel. The existing office building on the Eberhard Parcel shall be considered the permitted general office use building. Said building may be expanded, remodeled and/or demolished and rebuilt as a permitted building so long as the total building size does not exceed the 4,500 square feet limitation.

- B. Residential Density: A maximum of three (3) single-family lots may be established on the Eberhard Parcel.
- C. Lot Size: No lot in the Eberhard Parcel shall be less than .5 acres in size.
- D. House Size: The minimum house size shall be 2,000 square feet.
- E. Exterior Materials. All homes will be traditional in architecture, i.e. Colonial, Georgian, County French and Country English. A design review manual will be in place prior to any final platting of this Subarea. The Estate Lot Review Board which, in the review of homes on the Eberhard Parcel, shall include a member of the Ron Eberhard family, will review and approve all home and landscape plans for this Subarea. Four sided architecture will be encouraged with brick or stone foundations on all sides and common window fenestration. Natural materials including wood, brick, stone and stucco will be encouraged with the use of hardy plank siding or upgraded vinyl siding where appropriate. The roof material will be dimensional architectural shingles.
- F. Streets/Sidewalks:
 - (1). Streets: Lots may be platted with frontages on private streets.
 - (2). Sidewalks: Not applicable.
 - (3). The Eberhard Parcel shall not have direct access onto Buckeye Parkway.
- G. Street Trees: Not applicable.

IX. NOCERO PARCEL (10± ACRES)

- A. Permitted Uses: Single-family residential homes.
- B. Residential Density: A maximum of four (4) single-family lots may be established on the Nocero Parcel.
- C. Lot Size: No lot shall be less than 70' wide at the building line and 120' in depth.
- D. House Size: The minimum house size shall be 2,000 square feet.
- E. Exterior Materials: Exterior materials of homes shall be those materials used in the existing Creekside Subdivision.

X. SUBAREA K (7.9 ACRES)

- A. Permitted Uses: A community center, with swimming pool and tennis courts as generally depicted on Exhibit 4 hereto. The community center

will be open to all persons living in the Pinnacle Club. The Community Center will be designed and constructed to compliment the design of the golf course club house.

XI. SUBAREA L (200.6± ACRES)

- A. Permitted Uses: A golf course with driving range and club house, generally as depicted on the Preliminary Development Plan and all other uses ancillary to a golf course and club house, shall be the permitted use of Subarea L.

XII. GENERAL STANDARDS

- A. Connectivity: Sidewalks required within Subareas and bike paths along Buckeye Parkway and Pinnacle Club Drive shall be designed to create connectivity throughout the Property.
- B. Fences:
- (1). Public Roadways: Fences along Buckeye Parkway, White Road, Jackson Pike and Pinnacle Club Drive shall be of uniform color and design. Fences shall be maintained by an association of home owners and/or the golf course owner.
 - (2). Lots: All fences within a particular Subarea shall be of uniform height, color and design. Fences shall not be permitted along lot lines.
- C. Architectural Review Boards: Subareas A1 and A2 (the "Estate Lots") and Subarea H shall be subject to an architectural review board made up initially of four members: Susanne H. Hirth, Joseph Ciminello, a representative of the City with a single-family architectural background, and a representative of M/I Homes (the "Estate Lots Review Board") to review and approve exterior building elevations and landscaping in accordance with the design manual to be submitted with the development plan applications for those Subareas. The membership of the Estate Lots Review Board shall increase as lots are sold to home builders to include representatives of the home builders. An arbitration procedure will be established in the design manual whereby, in the event of a split vote, a designated single-family architect will resolve the impasse.
- D. Landscaping:
- (1). Entrance features to the Property are shown conceptually on Exhibit 5 with detail submittal as part of the development plan application.

- (2). Landscaping between Interstate 71 and homes or condominiums shall be approved as part of the development plan process.
 - (3). Typical landscaping for all homes and condominiums shall be approved as part of the development plan process.
- E. Intersections: Section 1101.05(a)(4) of the Grove City Municipal Ordinances requires that intersections be at least 200 feet apart. Any street intersections involving Buckeye Parkway, White Road, or Jackson Pike shall be designed with landscaped medians as traffic control devices therefore permitting intersections within the 200' limit of Section 1101.05(a)(4). Moreover, Section 1101.05(a)(4) shall not apply to intersections within individual Subareas. Said intersections to be approved as part of the development plan process.
- F. Setbacks: A schedule of building setbacks for Subareas A₁, A₂, A₃, B, C, D and E is set forth in Exhibit 6.
- G. Homeowners' Associations: Subareas A₃, B, C, D, E, F, G, H, I and J shall each have a separate condominium or homeowners' association which shall be responsible for the maintenance of the open space and entrance features located within the Subarea. Said Subareas shall be a part of a master association which shall be responsible for the maintenance of the entrance features to the Property and the landscaping along Buckeye Parkway, White Road and Jackson Pike.
- H. Miscellaneous:
- (1). Street Lights: Designs will be submitted as part of the development plan approval.
 - (2). Mailboxes: Designs will be submitted as part of the development plan approval.
 - (3). Pools and Sheds: Above ground swimming pools and sheds shall be prohibited throughout the Property.

EXHIBITS

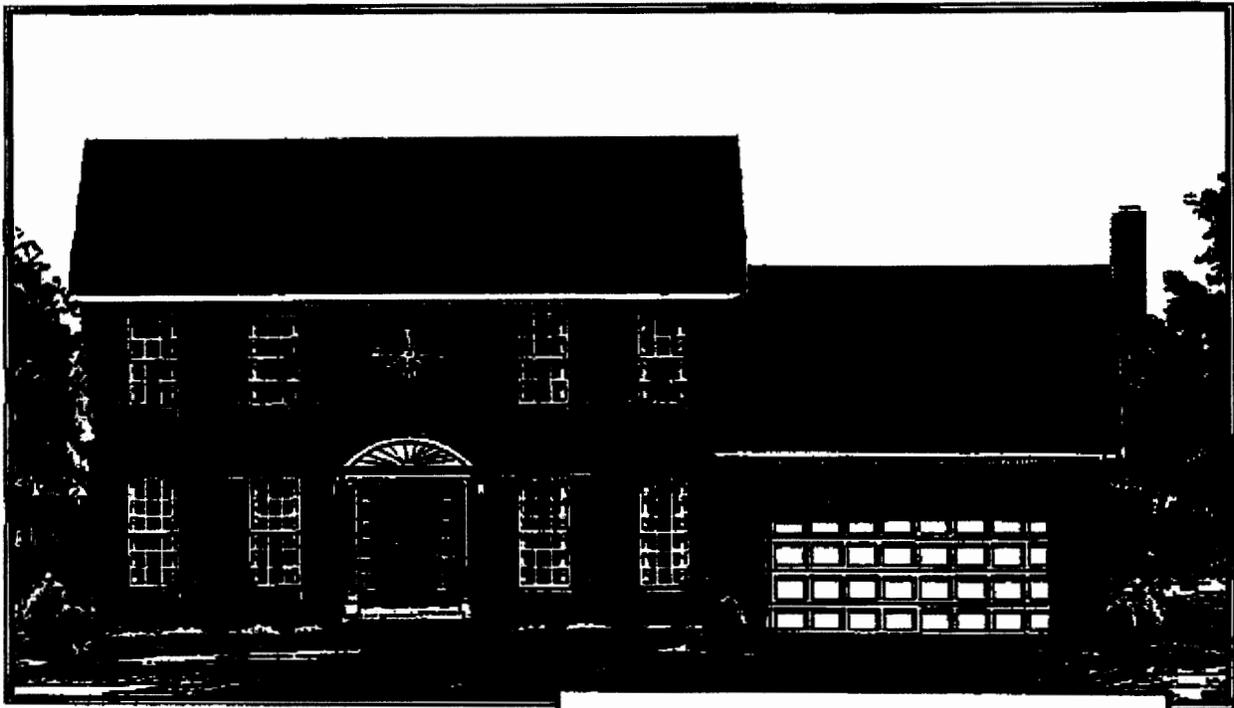
- Exhibit 1** – Building Elevations (Example of brick option for Subarea C) – *NO CHANGE*
- Exhibit 2** – Building Elevations (Example of brick option for Subarea D) “
- Exhibit 3** – Building Elevations (Example of brick option for Subarea E) “
- Exhibit 4** – Conceptual drawing of community center, swimming pool and tennis courts. “
- Exhibit 5** – Conceptual drawing of entrance feature “
- Exhibit 6** – Schedule of building setbacks. “
- Exhibit 7** – Site Plan Detail for Subarea A₃

**THE PINNACLE CLUB
OF GROVE CITY**

**EXAMPLE OF BRICK OPTIONS FOR SUBAREA C
EXHIBIT 1**

FOUNDER'S COLLECTION

Elston



ELSTON TRADITIONAL WITH OPTIONAL BRICK FRONTS



ELSTON GEORGIAN


M/I HOMES[®]
www.mihomes.com

Home Is a Two-Letter Word... M/I.

FOUNDER'S COLLECTION

Everett



EVERETT CLASSIC II



EVERETT


MI HOMES®
www.mihomes.com

FOUNDER'S COLLECTION

Kenton



WITH OPTIONAL FULL PORCH



WITH OPTIONAL BRICK FRONTS


M/I HOMES®
www.mihomes.com

FOUNDER'S COLLECTION

Larson



M/I HOMES®

www.mihomes.com

FOUNDER'S COLLECTION

Pendleton



SHOWN WITH OPTIONAL BONUS ROOM



SHOWN WITH BRICK FRONT



M/I HOMES®

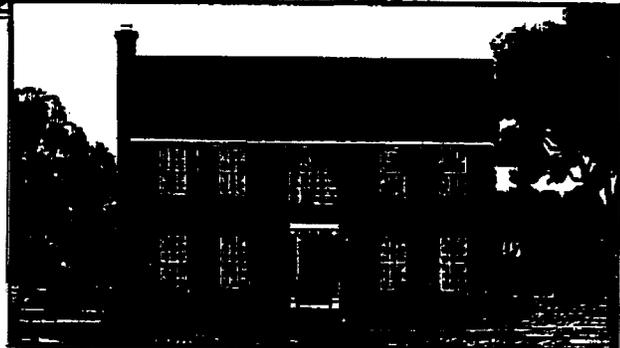
www.mihomes.com

FOUNDER'S COLLECTION

Rayburn



SHOWN WITH OPTIONAL PORCH



SHOWN WITH OPTIONAL BRICK FRONT

**MI HOMES**[®]
www.mihomes.com

FOUNDER'S COLLECTION

Laughton



SHOWN WITH OPTIONAL DEN AND BRICK FRONT



M/I HOMES®

www.mihomes.com

Home Is a Two-Letter Word... M/I.

FOUNDER'S COLLECTION

Longmeade



WITH OPTIONAL FULL PORCH AND OPTIONAL BRICK FRONTS



M/I HOMES®

www.mihomes.com

Home Is a Two-Letter Word...M/I.

**THE PINNACLE CLUB
OF GROVE CITY**

**EXAMPLE OF BRICK OPTIONS FOR SUBAREA D
EXHIBIT 2**

Brandon Traditional with optional full porch, brick fronts and dormers.

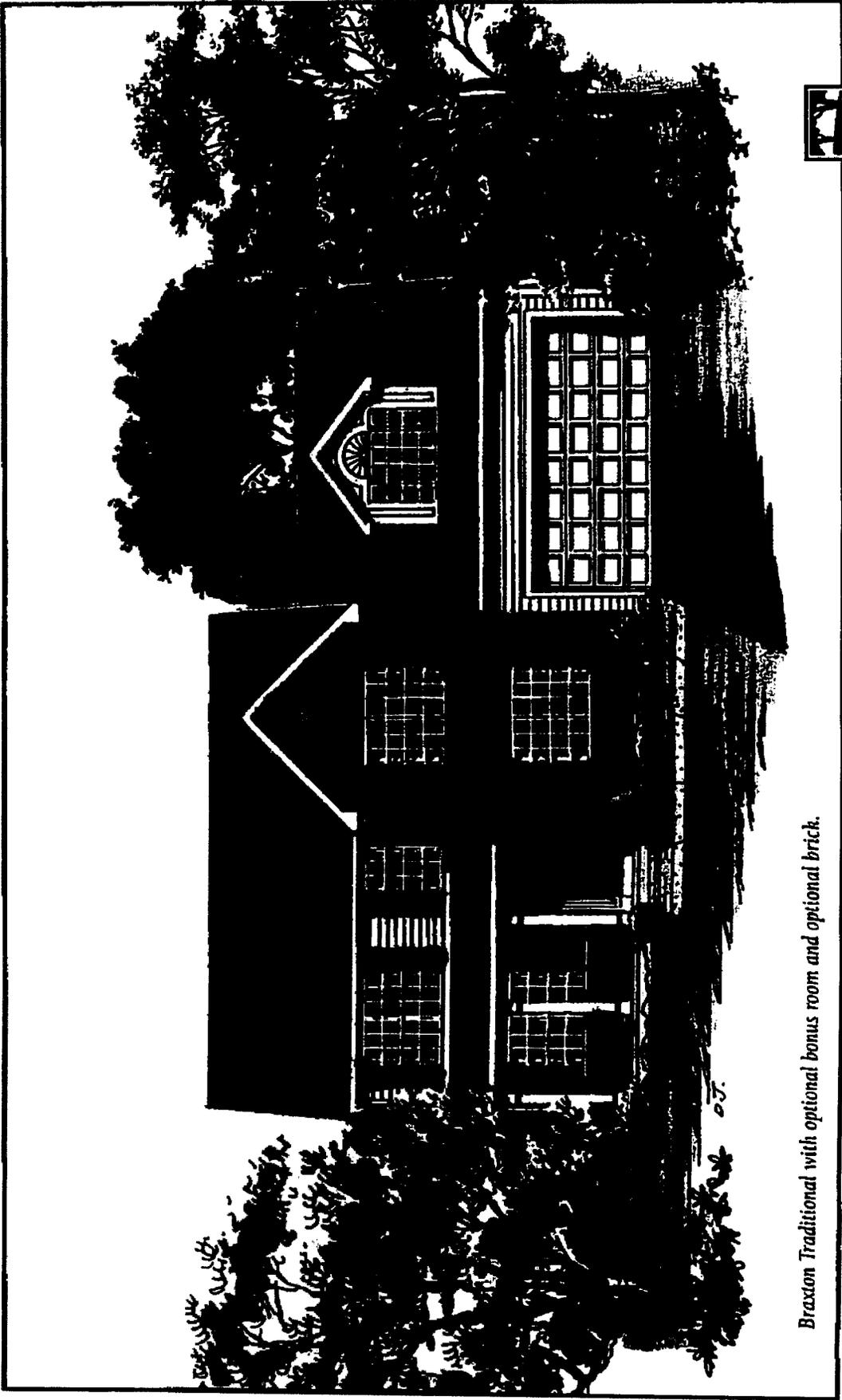


Brandon Classic with optional full porch and brick front.



THE BRANDON

THE PRESERVE
— NEW ALBANY SCHOOLS —



Braxton Traditional with optional bonus room and optional brick.



THE PRESERVE
— NEW ALBANY SCHOOLS —

THE BRAXTON

Covington Classic.

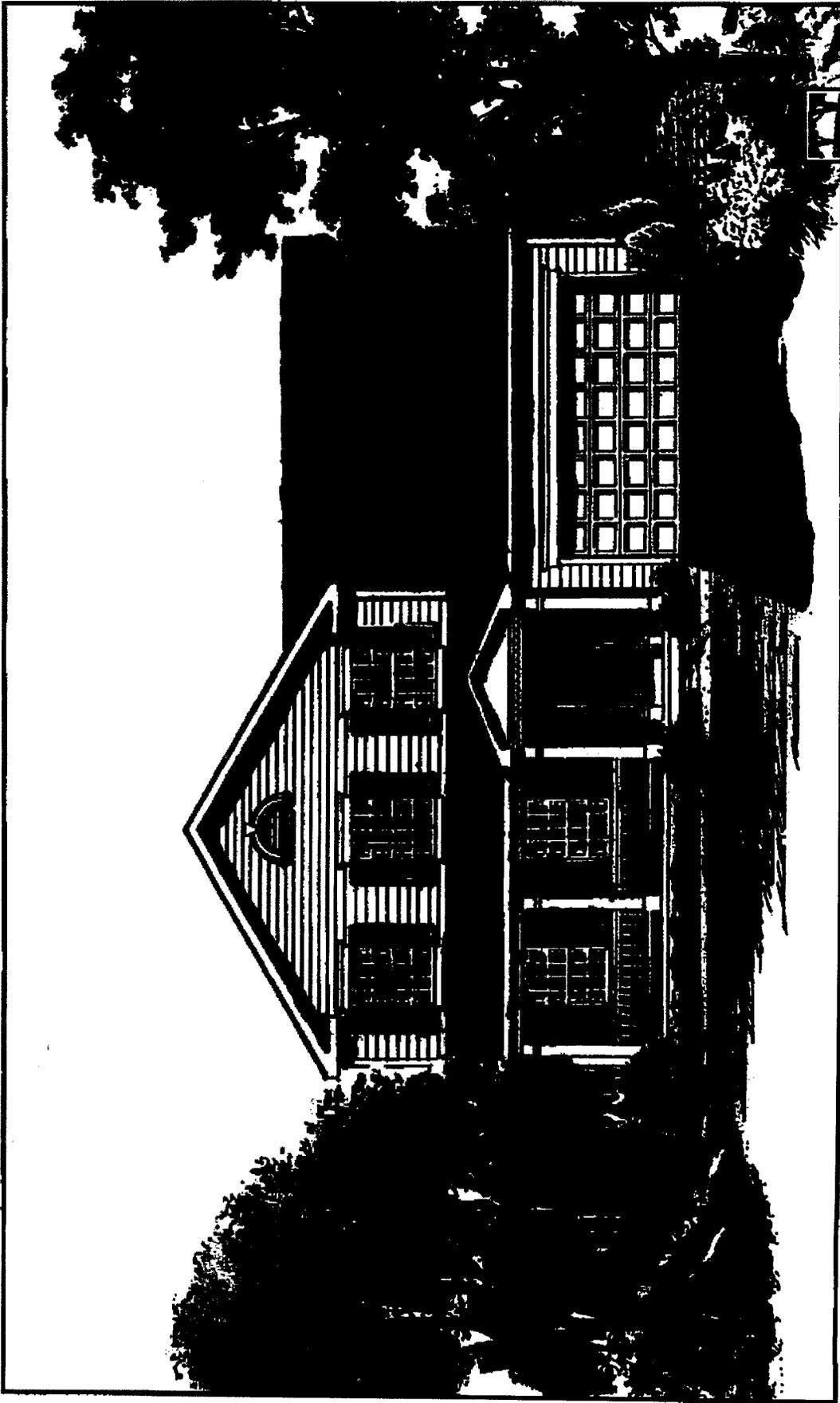


Covington Classic with optional brick front.

THE COVINGTON

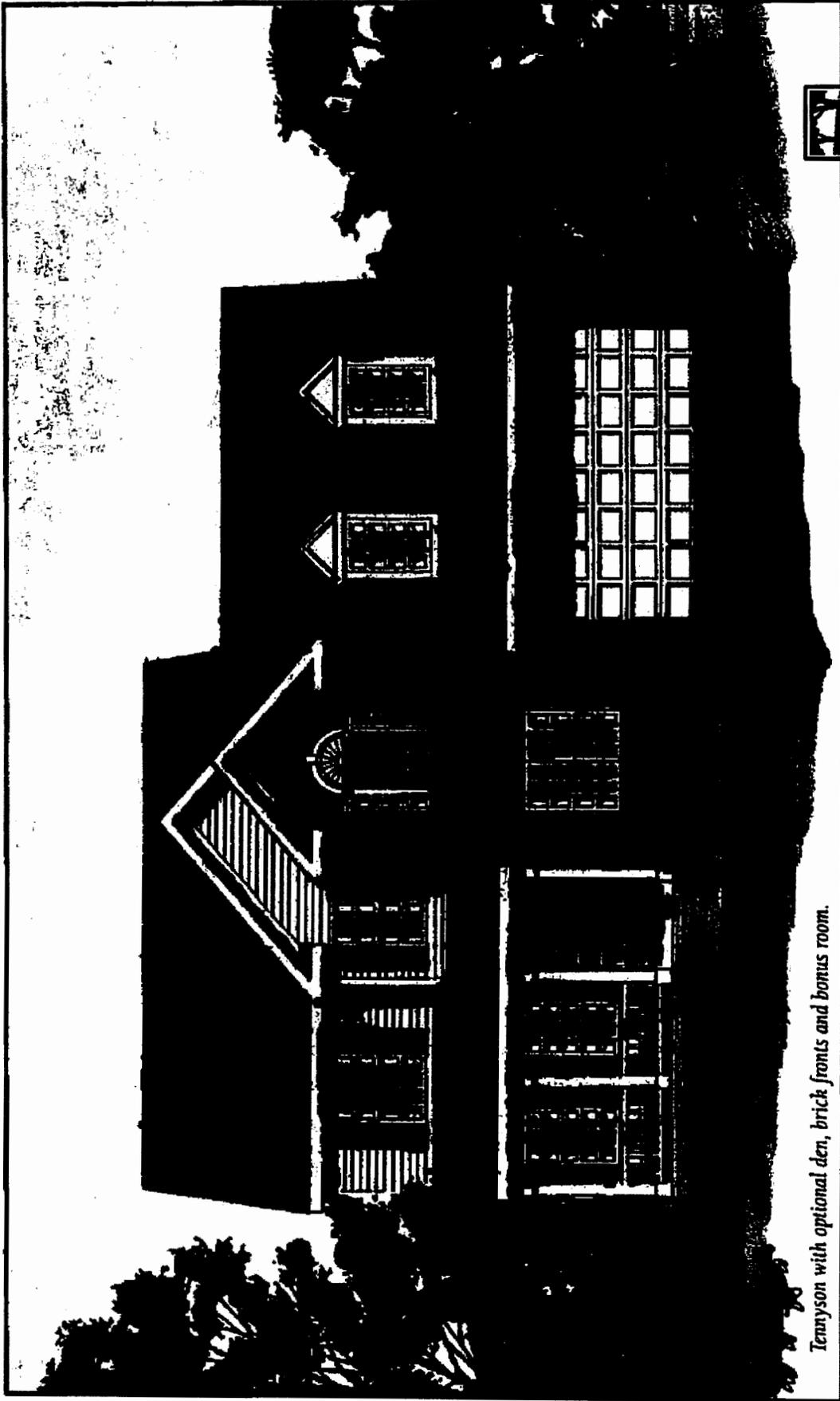


THE PRESERVE
— NEW ALBANY SCHOOLS —



THE LANSING

THE PRESERVE
— NEW ALBANY SCHOOLS —



Tennyson with optional den, brick fronts and bonus room.



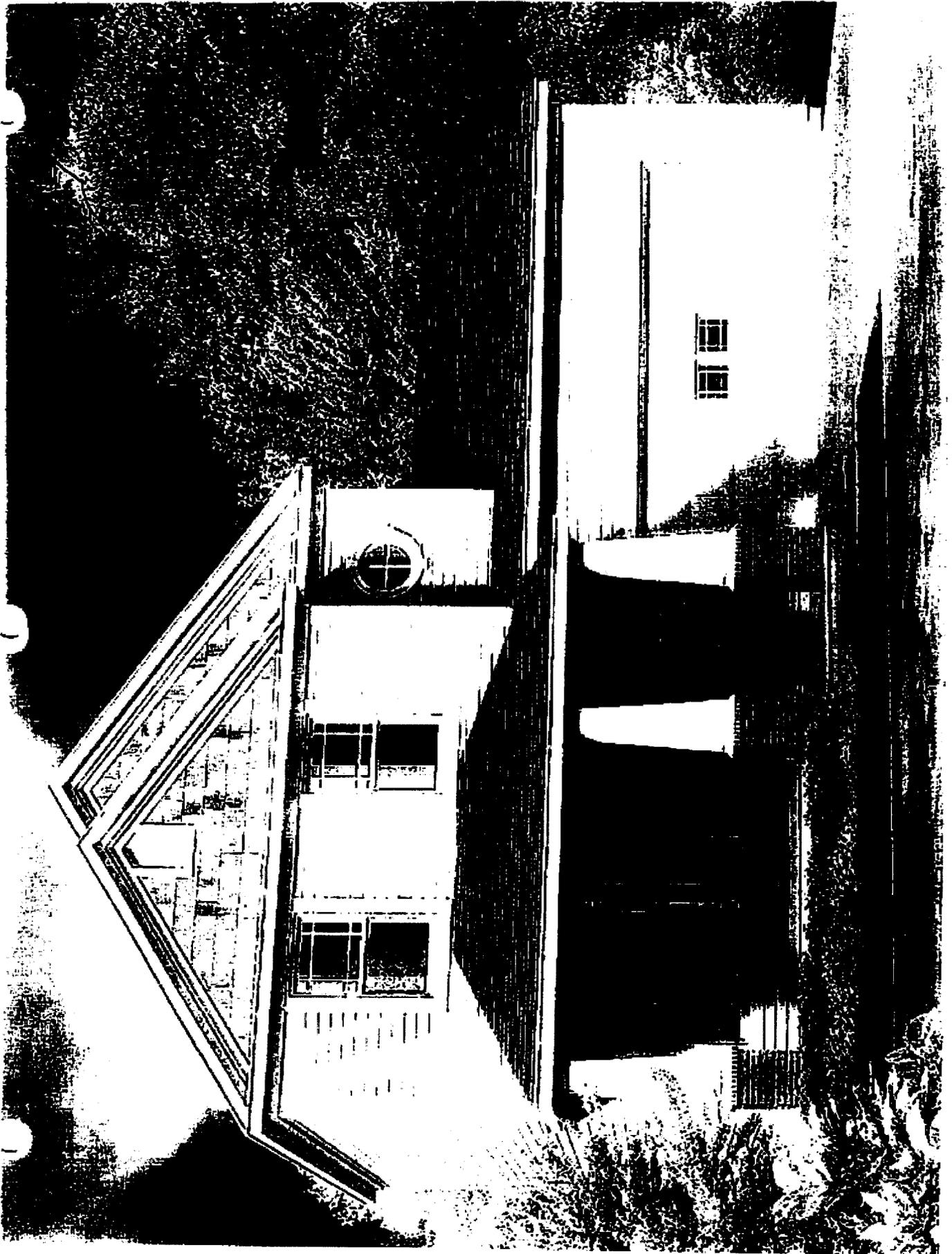
THE PRESERVE
— NEW ALBANY SCHOOLS —

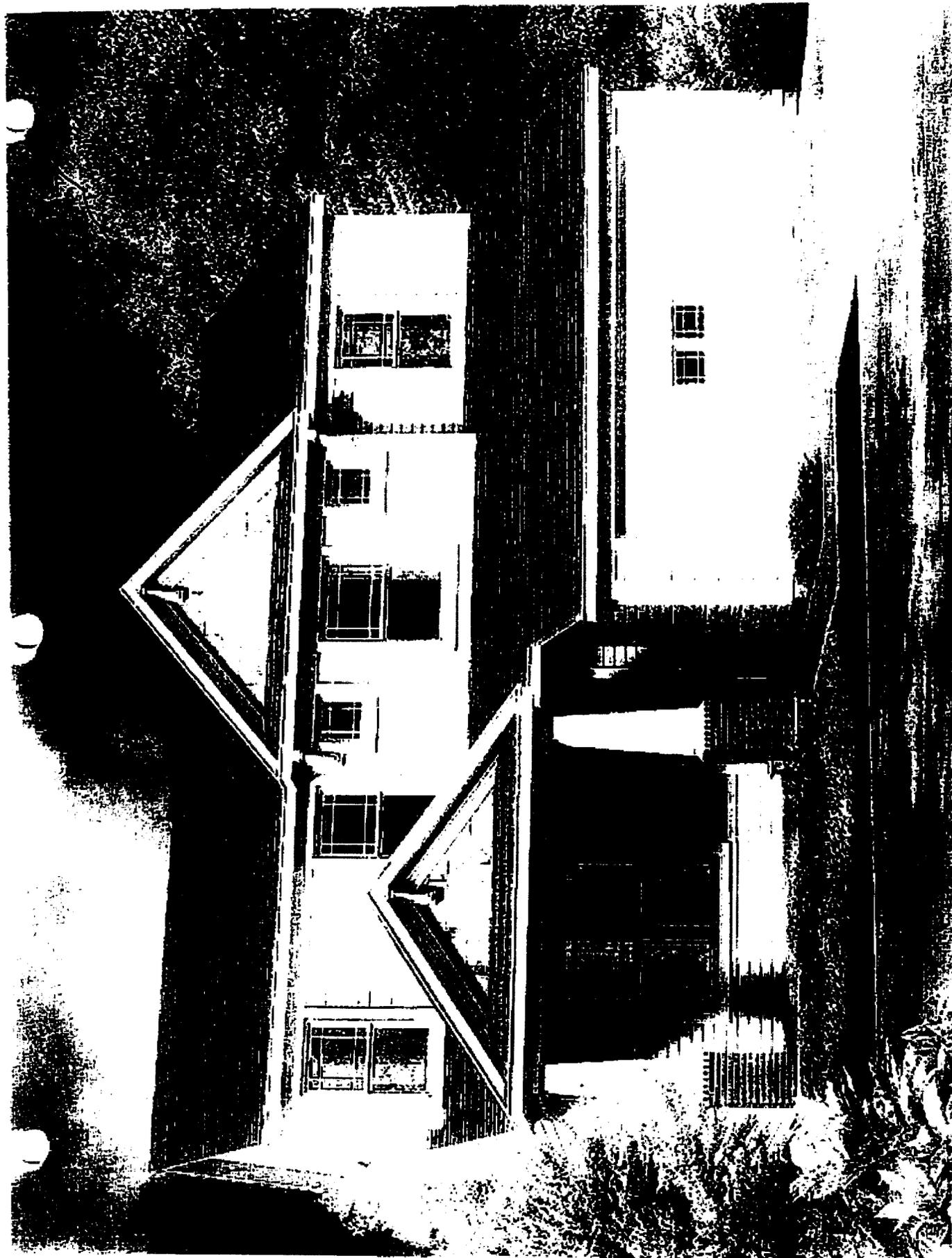
THE TENNYSON

**THE PINNACLE CLUB
OF GROVE CITY**

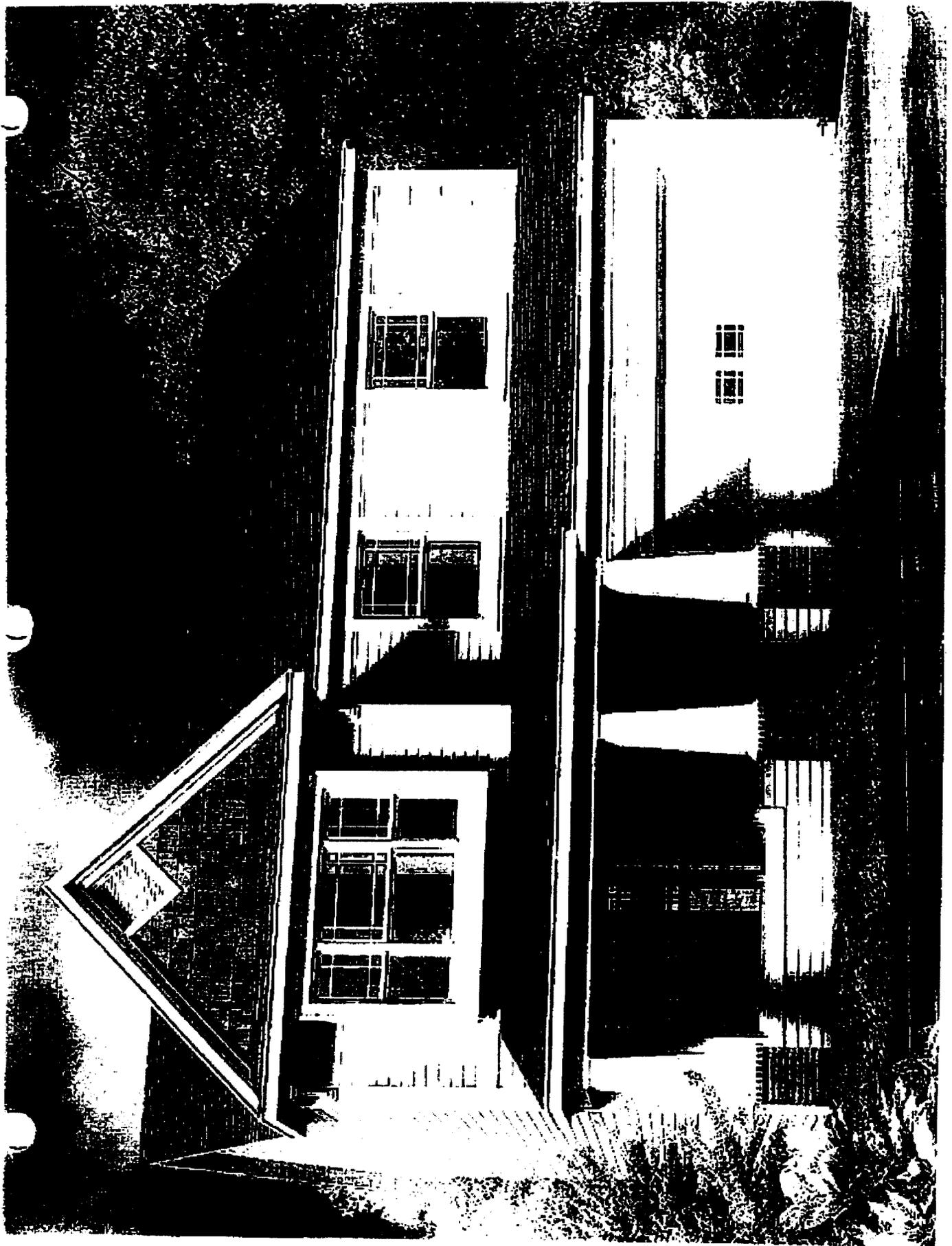
**EXAMPLE OF BRICK OPTIONS FOR SUBAREA E
EXHIBIT 3**





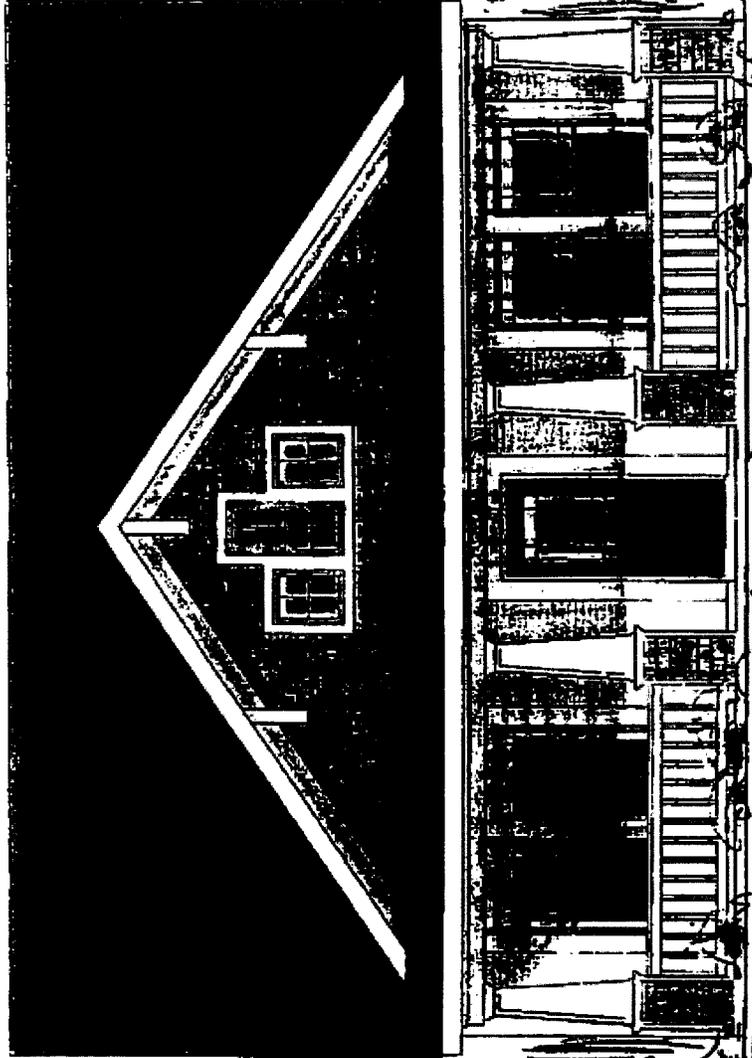






UNIT: 9/22/03
db.home.toucan
by 70

'Langford'



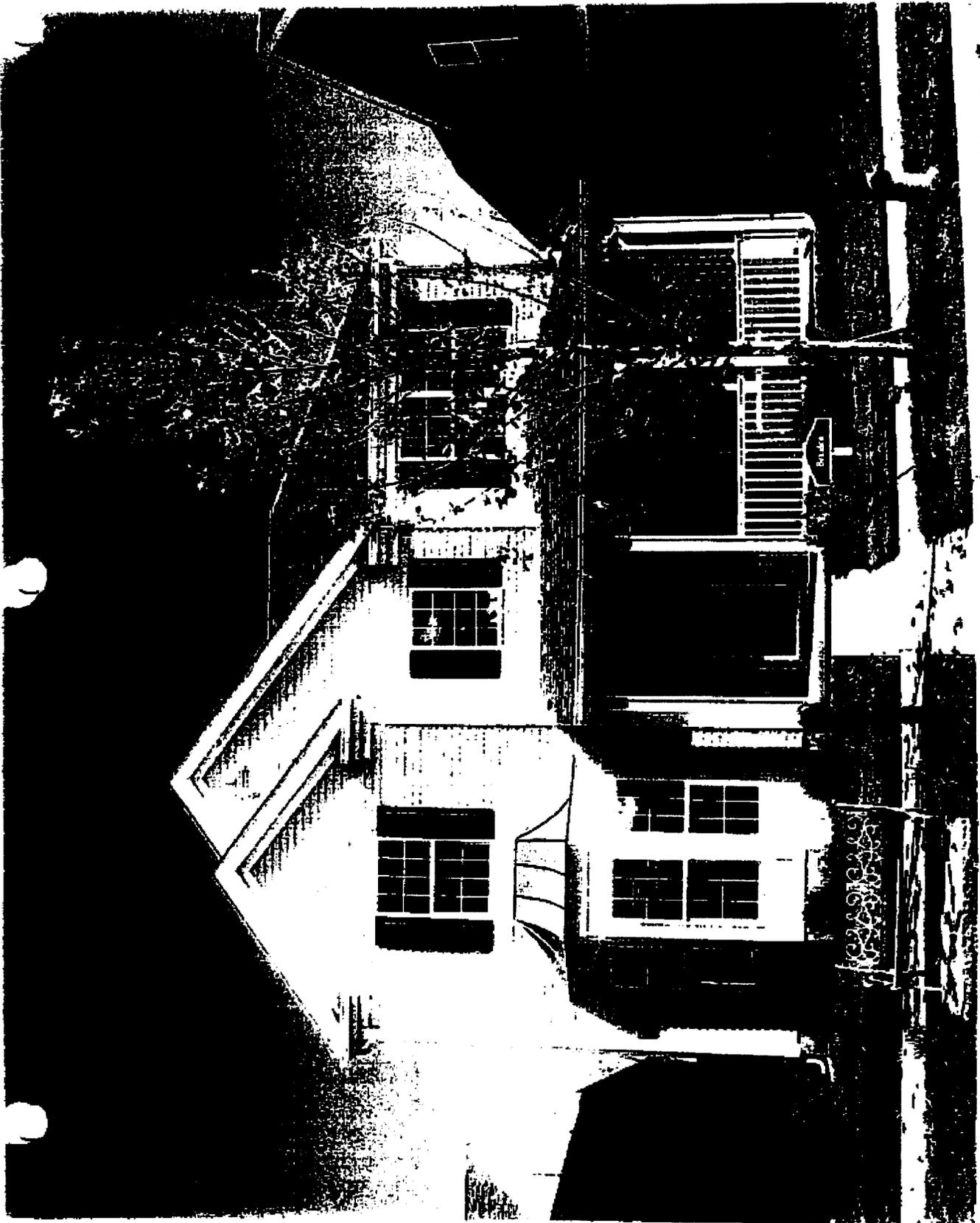
'CARRIAGE HOMES' Arts & Crafts Collection

DATE: 9/22/03
no.hometovncol
ly.70

'Wakefield'



'CARRIAGE HOMES' Arts & Crafts Collection





**THE PINNACLE CLUB
OF GROVE CITY**

**CONCEPTUAL DRAWING OF COMMUNITY CENTER,
SWIMMING POOL AND TENNIS COURTS**

EXHIBIT 4

**THE PINNACLE CLUB
OF GROVE CITY**

**CONCEPTUAL DRAWING OF ENTRANCE FEATURE
EXHIBIT 5**

**THE PINNACLE CLUB
OF GROVE CITY**

**RESIDENTIAL FRONT YARD SETBACKS
EXHIBIT 6**

<u>Sub Area</u>	<u>Setback</u>
B.	25'
C.	25'
D.	25'
E.	
-Carriage Homes	12'
-Town Homes	12'
-Village Homes	12'

NEW SECTIONS

Subarea	Subarea A1	Subarea A2	Subarea A3 Attached	Subarea A3 Detached	Subarea B	Subarea C	Subarea D	Subarea E Village Home	Subarea E Carriage Home	Subarea E Cottage Home	Subarea E Town Home
Minimum Frontyard	25'	25'	25'	25'	25'	25'***	25'***	25'***	12'***	12'***	12'***
Frontyard Stoop or Porch Encroachment	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8'	8'	8'	8'
Sideyard Setback (Does not include garages)	5'*	5'*	5' Detached 0' attached	3'	6'	6'	5'****	5'	5'	4'	5' Detached 0' Attached
Sum of Sideyard Setback (Total)	10'	10'	5'	6'	12'	12'****	10'****	10'****	10'****	8'*****	5'****
Minimum Rearyard Setback for Principal Dwelling	30% Lot area	30% Lot area	30% Lot area	30% Lot area or 10' next to open space	15% Lot area	15% Lot area	15% Lot area	24'	6'	20'	20'
Minimum Rearyard Setback Outbuilding or Attached Garage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	24'	6'	6'	6'

*The minimum distance between adjacent structures shall be 16 feet

**Front Porched may encroach 8' into the building setback

***Chimneys and Bay Windows may encroach 2' into sideyard setback

****The minimum distance between adjacent structures shall be 8 feet

*****Chimneys and Bay Windows may encroach 1' into sideyard setback for Cottage Homes. Garages shall have 0' Setback on one side.



The design shown here, as well as the other Development System, is both copyright and patent pending. Use of any part of these drawings without the express written consent of EPCON COMMUNITIES & CMINELLO LANDSCAPING, INC. 1998-0112.

PRELIMINARY
NOT TO BE USED
FOR CONSTRUCTION

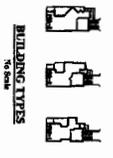
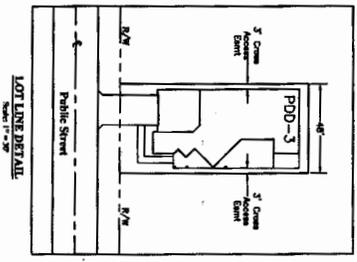


EXHIBIT 7

<p>EMHT Engineering, Mechanical, Residential & Water, Inc. 1000 New Albany Road, Columbus, OH 43260 Phone: 614-771-2200 Fax: 614-771-2201 emh.com</p>	<p>CONCEPTUAL SITE PLAN FOR THE PINNACLE CLUB SECTION 3 - PARTS A, B & C SITE PLAN EXHIBIT</p>	<p>EPCON COMMUNITIES & CMINELLO LANDSCAPING</p>	<p>REVISIONS</p>										
			<p>DATE: FEBRUARY 28, 2012</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION						
NO.	DATE	DESCRIPTION											
<p>SCALE: 1" = 40'</p> <p>DATE: 1/1/11</p>	<p>PROJECT: 20111101</p>	<p>1/1</p>											

Date: 04/13/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-19-16
1st Reading: 04/18/16
Public Notice: POSTPONE TO 6/6
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-19-16

A RESOLUTION TO APPROVE AN AMENDMENT TO SUBAREA E OF THE DEVELOPMENT PLAN FOR THE PINNACLE CLUB LOCATED SOUTH OF WHITE ROAD AS APPROVED BY RESOLUTION CR-24-04

WHEREAS, on March 15, 2004, Council approved a Development Plan for The Pinnacle Club of Grove City by Resolution No. CR-24-04; and

WHEREAS, Council approved Amendments to Subarea "A" of this Plan by CR-58-10, CR-22-11, CR-11-12, and CR-68-14; and

WHEREAS, Council approved an Amendment to Subarea "C" of this Plan by Res. CR-64-05; and

WHEREAS, Council approved Amendments to the Development Text by Res. CR-20-07; and

WHEREAS, Council approved Amendments to Subarea "E" of this Plan by Res. CR-28-06, CR-45-09, CR-41-12, and CR-28-14; and

WHEREAS, on April 05, 2016, the Planning Commission recommended approval of an amendment to Subarea E - The Greens to convert 11 Carriage lots to 10 Village Home lots of the Development Plan, with the following stipulations:

1. Amendments shall only apply to Subarea E;
2. The proposed Village Homes shall have a front setback of 25'.

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

SECTION 1. This Council hereby accepts the amendments to the Development Plan, approved by Resolution CR-24-04, for The Pinnacle Club of Grove City, contingent upon the stipulations set by Planning Commission.

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

Roby Schottke, President of Council

Richard L Stage, Mayor

Passed:

Date: 04/13/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-20-16
1st Reading: 04/18/16
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-20-16

A RESOLUTION TO APPROVE AMENDMENTS TO THE DEVELOPMENT PLAN FOR MOUNT CARMEL GROVE CITY MEDICAL CENTER AS APPROVED BY RES. CR-36-15

WHEREAS, on June 15, 2015, Council approved a Development Plan for Mt. Carmel Grove City Medical Center by Resolution No. CR-36-15; and

WHEREAS, on April 05, 2016, the Planning Commission recommended approval of amendments to the Development Plan, with the following stipulations:

1. Any improvement not proposed for amendment as part of this application shall remain as originally approved by CR-36-15;
2. A modified Jobs Development and Incentive Agreement shall be submitted to City Council to address the elimination of the east parking garage;
3. A **deviation** shall be granted to allow parking lots to exceed the maximum of 21 consecutive parking spaces without a landscape peninsula or island, as shown on proposed amend plan sheets;
4. Two rows of evergreen trees (6' height at installation, installed 20' O.C. maximum) and 2" caliper small class trees (two per each 100 lineal feet of property line) shall be installed on the mounding between the proposed parking lot and Hoover Road;
5. Irrigation shall be installed as shown on Sheet L01.5 and shall be permitted to **deviate** from the standards of Chapter 1136.

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

SECTION 1. This Council hereby accepts the amendments to the Development Plan for Mount Carmel Grove City Medical Center, approved by Resolution CR-36-15, contingent upon the stipulations set by Planning Commission.

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

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 04/13/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No.: CR-21-16
1st Reading: 04/18/16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION CR-21-16

A RESOLUTION OF INTENT TO APPROPRIATE FEE SIMPLE TITLE FOR THE IMPROVEMENTS TO GANTZ ROAD

WHEREAS, the City obtained funding from the Ohio Public Works Commission for improvements to Gantz Road between Stringtown Road and Southwest Boulevard; and

WHEREAS, the City has been unsuccessful in acquiring all of the land necessary for the improvements; and

WHEREAS, pursuant to Section 719.04 of the Ohio Revised Code, it is necessary for Council to declare its intent to appropriate property for the improvements to Orders Road.

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

SECTION 1. This Council considers it necessary and declares its intention to appropriate certain fee simple interests in and to the premises described in the attached Exhibits for the improvements to Gantz Road.

SECTION 2. The Administrative Assistant is authorized to cause written notice of the passage of this Resolution to be given to the owners having an interest of record in the premises. The notices shall be served and returned accordingly to law.

SECTION 3. The resolution shall take effect at the earliest opportunity afforded by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
Resolution is correct as to form.

Stephen J. Smith, Director of Law

CR-21-46

0.029 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 8231, being part of Lot 9 of "Southpark" a subdivision of record in Plat Book 71, Page 31, conveyed to Pizzuti Land LLC deed of record in Instrument Number 200806200095428 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Gantz Road, 80 feet wide, with Brookham Drive, 60 feet wide, as dedicated in Plat Book 71, Page 31;

Thence North 63° 52' 39" East, with the centerline of said Brookham Drive, a distance of 58.82 feet to a point;

Thence North 26° 07' 21" West, across said Brookham Drive, a distance of 30.00 feet to an iron pin set on the northerly right-of-way line of said Brookham Drive, being a southerly corner of Lot 9 of said Southpark, being at a point of curvature, and being the TRUE POINT OF BEGINNING for this description;

Thence with said southerly right-of-way line, with the arc of a curve to the right, having a central angle of 87° 17' 47", a radius of 20.00 feet, an arc length of 30.47 feet, a chord bearing of North 72° 28' 27" West and chord distance of 27.61 feet to an iron pin set;

Thence North 28° 49' 34" West, with said westerly line of Lot 9 and the easterly right-of-way line of Gantz Road, a distance of 65.61 feet to an iron pin set;

Thence across said Lot 9, the following courses and distances:

South 46° 14' 52" East, a distance of 55.77 feet to an iron pin set; and

With the arc of a curve to the left, having a central angle of 67° 20' 22", a radius of 50.00 feet, an arc length of 58.76 feet, a chord bearing of South 79° 55' 03" East and chord distance of 55.44 feet to an iron pin set on said northerly right-of-way line, being the southerly line of said Lot 9;

Thence with said northerly right-of-way line, said southerly line, with the arc of a curve to the left, having a central angle of 02° 32' 05", a radius of 530.00 feet, an arc length of 23.45 feet, a chord bearing of South 65° 08' 42" West and chord distance of 23.45 feet to an iron pin set at a point of tangency;

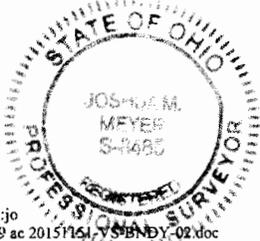
Thence South 63° 52' 39" West, continuing with said northerly right-of-way line, and said southerly line, a distance of 17.41 feet to the TRUE POINT OF BEGINNING, containing 0.029 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The Bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (NSRS2007). Control for bearings was from coordinates of monuments FCGS 5539 and FCGS 0024 RESET, having a bearing of North 08° 51' 44" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Registered Surveyor Number 8485 in October 2015.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

JMM

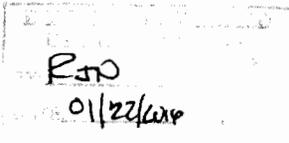
Joshua M. Meyer
Professional Surveyor No. 8485

1-19-2016

Date
N-088-DDDDA

SPLIT
0.029 AC
OUT OF
(0.40)
007210

JMM:jo
0_029 ac 20151151_VSBNDY-02.doc





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

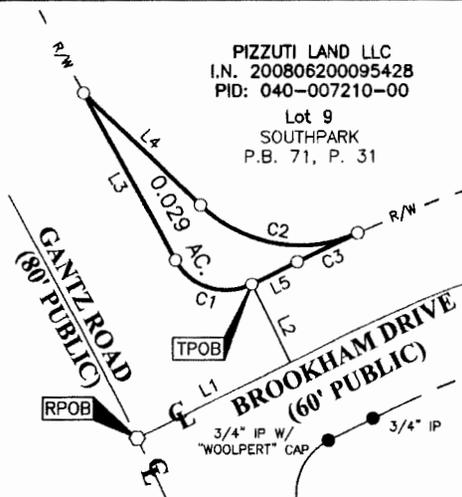
SURVEY OF ACREAGE PARCEL

SURVEY No. 8231
 VIRGINIA MILITARY DISTRICT
 CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: January 19, 2016

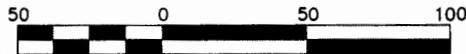
Scale: 1" = 50'

Job No. 2015-1151



- = I.P. FND.
- = I.P. SET
- = MAG. NAIL SET

I.P. Set are 13/16" I.D. iron pipes
 30" long with cap inscribed EMHT INC.



GRAPHIC SCALE (in feet)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N63°52'39"E	58.82'
L2	N26°07'21"W	30.00'
L3	N28°49'34"W	65.61'
L4	S46°14'52"E	55.77'
L5	S63°52'39"W	17.41'

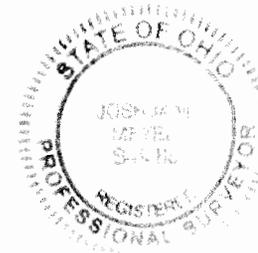
CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	87°17'47"	20.00'	30.47'	N72°28'27"W	27.61'
C2	67°20'22"	50.00'	58.76'	S79°55'03"E	55.44'
C3	2°32'05"	530.00'	23.45'	S65°08'42"W	23.45'

BASIS OF BEARINGS:

The Bearings shown hereon are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (NSRS2007). Control for bearings was from coordinates of monuments FCGS 5539 and FCGS 0024 RESET, having a bearing of North 08° 51' 44" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.



By *J.M.M.*
 Joshua M. Meyer
 Professional Surveyor No. 8485

1-19-2016
 Date

CR-21-116

CR-21-16

0.035 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 8231, being part of Lot 2 of "Southpark" a subdivision of record in Plat Book 71, Page 31, conveyed to Exeter 3735 Gantz LLC deed of record in Instrument Number 201410300143500 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Gantz Road, 80 feet wide, with Brookham Drive, 60 feet wide, as dedicated in Plat Book 71, Page 31;

Thence South 63° 52' 39" West, across Gantz Road, a distance of 40.00 feet to an iron pin set on the westerly right-of-way line of said Gantz Road, being the southeasterly corner of said Lot 2, being that northeasterly corner of Lot 4 of said "Southpark" conveyed to A.C. Realty LTD. deed of record in Official Record 14290, Page E14, being the TRUE POINT OF BEGINNING for this description;

Thence South 63° 52' 39" West, with the southerly line of said Lot 2, the northerly line of said Lot 4, a distance of 39.67 feet to an iron pin set;

Thence across said Lot 2, the following courses and distances:

With the arc of a curve to the right, having a central angle of 23° 26' 11", a radius of 87.00 feet, an arc length of 35.59 feet, a chord bearing of North 00° 09' 06" East and chord distance of 35.34 feet to an iron pin set at a point of reverse curvature; and

With the arc of a curve to the left, having a central angle of 40° 32' 20", a radius of 97.50 feet, an arc length of 68.98 feet, a chord bearing of North 08° 23' 59" West and chord distance of 67.55 feet to an iron pin set on the said westerly right-of-way line and easterly line of said Lot 2;

Thence South 28° 49' 34" East, with said westerly right-of-way line, and said easterly line, a distance of 50.81 feet to a 5/8 inch rebar found at a point of curvature;

Thence with said westerly right-of-way line, and said easterly line, with the arc of a curve to the right, having a central angle of 02° 42' 13", a radius of 960.00 feet, an arc length of 45.30 feet, a chord bearing of South 27° 28' 27" East and chord distance of 45.30 feet to the TRUE POINT OF BEGINNING, containing 0.035 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The Bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (NSRS2007). Control for bearings was from coordinates of monuments FCGS 5539 and FCGS 0024 RESET, having a bearing of North 08° 51' 44" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Registered Surveyor Number 8485 in October 2015.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

JMM

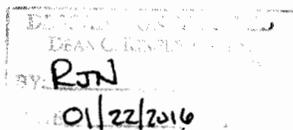
Joshua M. Meyer
Professional Surveyor No. 8485

1-19-2016

Date



JMM:jo
0_035 ac 20151115 EVANS-BNDY-04.doc



N-088-DDDDA
SPLIT
0.035 AC
OUT OF
(040)
007203

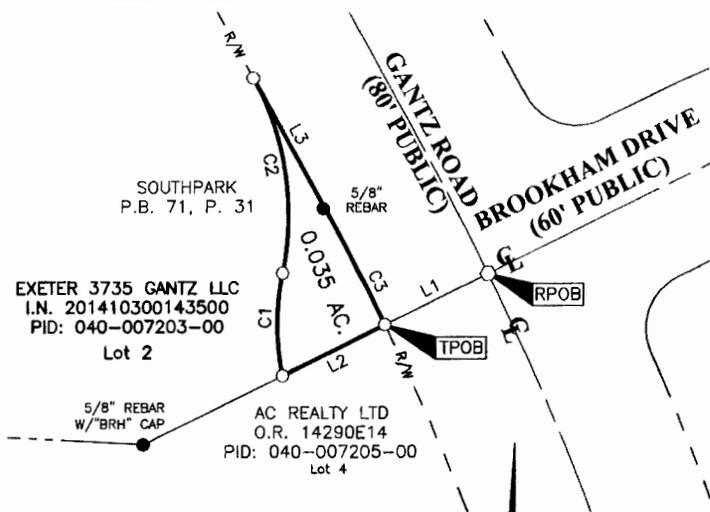


Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

SURVEY OF ACREAGE PARCEL

SURVEY No. 8231
 VIRGINIA MILITARY DISTRICT
 CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: January 19, 2016
 Scale: 1" = 50'
 Job No. 2015-1151

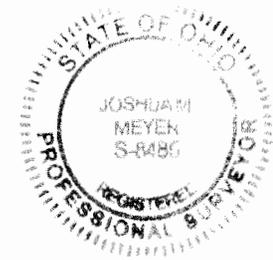


BASIS OF BEARINGS:
 The Bearings shown hereon are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (NSRS2007). Control for bearings was from coordinates of monuments FCGS 5539 and FCGS 0024 RESET, having a bearing of North 08° 51' 44" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

SURVEY NOTE:
 This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°52'39"W	40.00'
L2	S63°52'39"W	39.67'
L3	S28°49'34"E	50.81'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	23°26'11"	87.00'	35.59'	N00°09'06"E	35.34'
C2	40°32'20"	97.50'	68.98'	N08°23'59"W	67.55'
C3	2°42'13"	960.00'	45.30'	S27°28'27"E	45.30'



● = I.P. FND.
 ○ = I.P. SET
 ○ = MAG. NAIL SET
 I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.

By *J.M.M.*
 Joshua M. Meyer
 Professional Surveyor No. 8485
 Date 1-19-2016

CR-21-16

J:\20151151\DWG\04SHEETS\BOUNDARY\20151151-VS-BNDY-04.DWG plotted by DIMAS, JACOB on 1/21/2016 8:10:21 AM last saved by JOIMAS on 1/21/2016 8:10:04 AM
 Xrefs:

CR-21-14

0.086 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 8231, being part of Lot 4 of "Southpark" a subdivision of record in Plat Book 71, Page 31, conveyed to A.C. Realty LTD. deed of record in Official Record 14290, Page E14 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Gantz Road, 80 feet wide, with Brookham Drive, 60 feet wide, as dedicated in Plat Book 71, Page 31;

Thence South 63° 52' 39" West, across Gantz Road, a distance of 40.00 feet to an iron pin set on the westerly right-of-way line of said Gantz Road, being the northeasterly corner of said Lot 4, being that southeasterly corner of Lot 2 of said "Southpark" conveyed to Exeter 3735 Gantz LLC deed of record in Instrument Number 201410300143500, being at a point on a curve, and being the TRUE POINT OF BEGINNING for this description;

Thence with said westerly right-of-way line, being said easterly line of said Lot 4, with the arc of a curve to the right, having a central angle of 09° 12' 38", a radius of 960.00 feet, an arc length of 154.33 feet, a chord bearing of South 21° 31' 01" East and chord distance of 154.16 feet to an iron pin set;

Thence across said Lot 4, the following courses and distances:

North 36° 01' 05" West, a distance of 80.07 feet to an iron pin set;

North 53° 08' 51" West, a distance of 14.95 feet to an iron pin set at a point on a curve; and

With the arc of a curve to the right, having a central angle of 41° 37' 56", a radius of 87.00 feet, an arc length of 63.22 feet, a chord bearing of North 32° 22' 58" West and chord distance of 61.83 feet to an iron pin set on the northerly line of said Lot 4 and southerly line of said Lot 2;

Thence North 63° 52' 39" East, with a line common to said Lots 2 and 4, a distance of 39.67 feet to the TRUE POINT OF BEGINNING, containing 0.086 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The Bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (NSRS2007). Control for bearings was from coordinates of monuments FCGS 5539 and FCGS 0024 RESET, having a bearing of North 08° 51' 44" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Registered Surveyor Number 8485 in October 2015.



JMM:jo
0_086 ac 20151151-VS-BNDY-03.doc

EVANS, MECHWART, HAMBLETON & TILTON, INC.

JMM

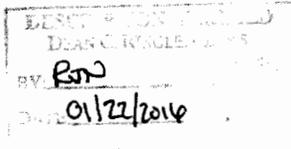
Joshua M. Meyer
Professional Surveyor No. 8485

1-19-2016

Date

N-08B-DDDDA

SPLIT
0.086 AC
OUT OF
(040)
007205





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

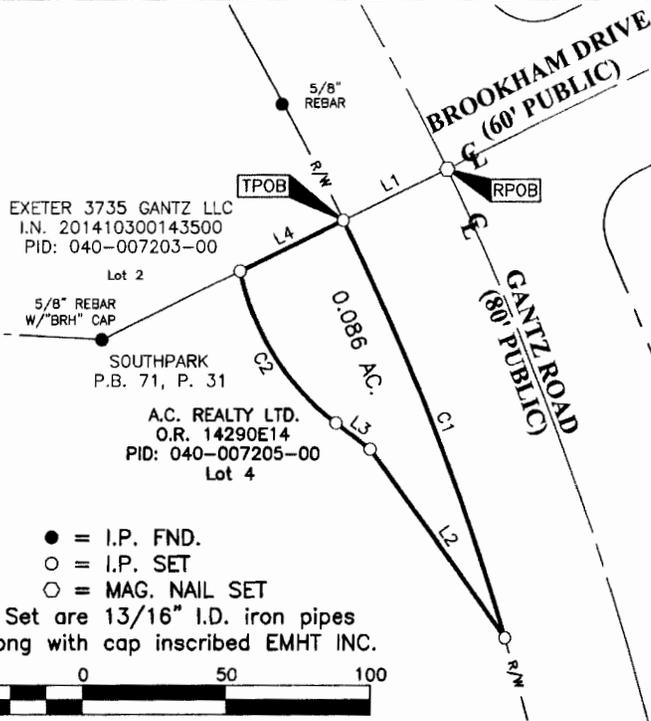
SURVEY OF ACREAGE PARCEL

SURVEY No. 8231
 VIRGINIA MILITARY DISTRICT
 CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: January 19, 2016

Scale: 1" = 50'

Job No. 2015-1151



BASIS OF BEARINGS:

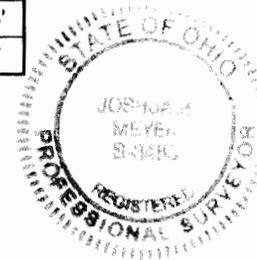
The Bearings shown hereon are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (NSRS2007). Control for bearings was from coordinates of monuments FCGS 5539 and FCGS 0024 RESET, having a bearing of North 08° 51' 44" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	9°12'38"	960.00'	154.33'	S21°31'01"E	154.16'
C2	41°37'56"	87.00'	63.22'	N32°22'58"W	61.83'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°52'39"W	40.00'
L2	N36°01'05"W	80.07'
L3	N53°08'51"W	14.95'
L4	N63°52'39"E	39.67'



By Joshua M. Meyer
 Joshua M. Meyer
 Professional Surveyor No. 8485

1-19-2016
 Date

CR-21-116

CE-21-14

0.134 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 8231, being part of Lot 11 of "Southpark" a subdivision of record in Plat Book 71, Page 31, conveyed to Midwest Southpark IV Industrial, LLC deed of record in Instrument Number 201312190207818 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Gantz Road, 80 feet wide, with Brookham Drive, 60 feet wide, as dedicated in Plat Book 71, Page 31;

Thence North 63° 52' 39" East, with the centerline of said Brookham Drive, a distance of 76.23 feet to a point;

Thence South 26° 07' 21" East, across said Brookham Drive, a distance of 30.00 feet to a ¼ inch iron pin found on the southerly right-of-way line of said Brookham Drive, being a northerly corner of Lot 11 of said Southpark, being at a point of curvature, and being the TRUE POINT OF BEGINNING for this description;

Thence with said southerly right-of-way line and said northerly line, with the arc of a curve to the right, having a central angle of 23° 34' 25", a radius of 470.00 feet, an arc length of 193.38 feet, a chord bearing of North 75° 39' 52" East and chord distance of 192.02 feet to an iron pin set;

Thence across said Lot 11, the following courses and distances:

With the arc of a curve to the left, having a central angle of 57° 53' 17", a radius of 221.34 feet, an arc length of 223.63 feet, a chord bearing of South 56° 29' 53" West and chord distance of 214.23 feet to an iron pin set at a point of tangency; and

South 20° 22' 17" West, a distance of 24.79 feet to an iron pin set on the easterly right-of-way line of said Gantz Road, being the westerly line of said Lot 11;

Thence with said easterly right-of-way line, said westerly line, with the arc of a curve to the left, having a central angle of 03° 34' 44", a radius of 1040.00 feet, an arc length of 64.96 feet, a chord bearing of North 21° 37' 46" West and chord distance of 64.95 feet to an iron pin set at a point of reverse curvature;

Thence continuing with said easterly right-of-way line, said westerly line, with the arc of a curve to the right, having a central angle of 87° 17' 47", a radius of 20.00 feet, an arc length of 30.47 feet, a chord bearing of North 20° 13' 46" East and chord distance of 27.61 feet to a ¼ inch iron pin with Woolpert cap found at a point of tangency;

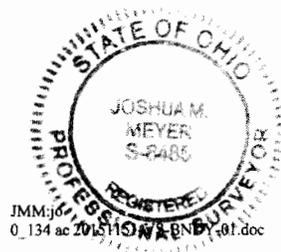
Thence North 63° 52' 39" East, with said southerly right-of-way line, said northerly line, a distance of 17.41 feet to the TRUE POINT OF BEGINNING, containing 0.134 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The Bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (NSRS2007). Control for bearings was from coordinates of monuments FCGS 5539 and FCGS 0024 RESET, having a bearing of North 08° 51' 44" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Registered Surveyor Number 8485 in October 2015.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

J.M.M.
Joshua M. Meyer
Professional Surveyor No. 8485

1-19-2016

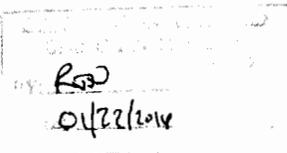
Date

N-088-7DDDA
SPLIT

0.134 AC
OUT OF
(048)

007212

JMM:j6
0_134 ac 20151101101101101101.doc





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

SURVEY OF ACREAGE PARCEL

SURVEY No. 8231

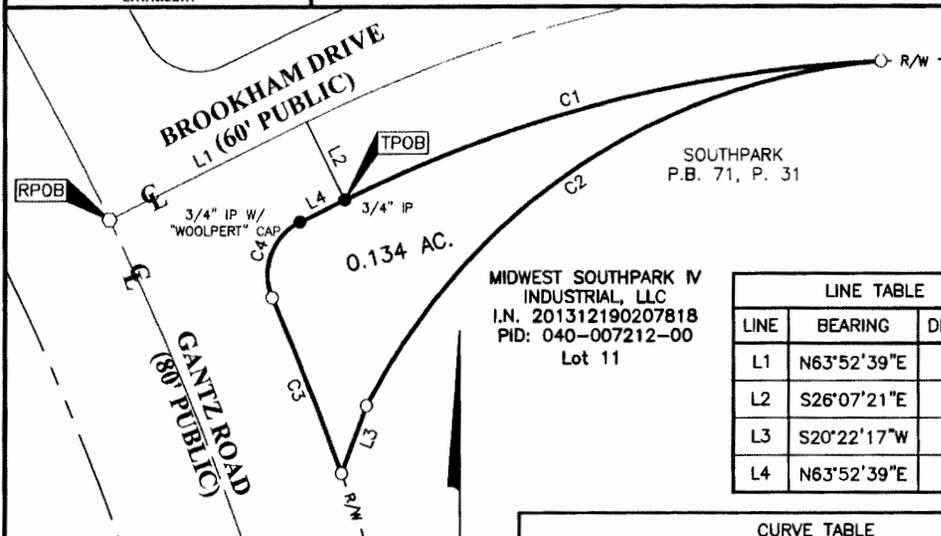
VIRGINIA MILITARY DISTRICT

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: January 19, 2016

Scale: 1" = 50'

Job No. 2015-1151



BASIS OF BEARINGS:

The Bearings shown hereon are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (NSRS2007). Control for bearings was from coordinates of monuments FCGS 5539 and FCGS 0024 RESET, having a bearing of North 08° 51' 44" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

MIDWEST SOUTHPARK IV
 INDUSTRIAL, LLC
 I.N. 201312190207818
 PID: 040-007212-00
 Lot 11

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N63°52'39"E	76.23'
L2	S26°07'21"E	30.00'
L3	S20°22'17"W	24.79'
L4	N63°52'39"E	17.41'

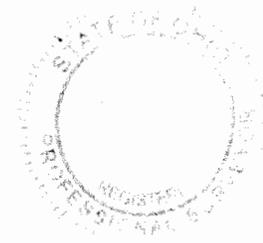
CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	23°34'25"	470.00'	193.38'	N75°39'52"E	192.02'
C2	57°53'17"	221.34'	223.63'	S56°29'53"W	214.23'
C3	3°34'44"	1040.00'	64.96'	N21°37'46"W	64.95'
C4	87°17'47"	20.00'	30.47'	N20°13'46"E	27.61'

- = I.P. FND.
 - = I.P. SET
 - = MAG. NAIL SET
- I.P. Set are 13/16" I.D. iron pipes
 30" long with cap inscribed EMHT INC.



GRAPHIC SCALE (in feet)

J:\20151151\DWG\04SHEETS\BOUNDARY\20151151-VS-BNDY-01.DWG plotted by GIMAS, JACOB on 1/21/2016 8:13:51 AM last saved by JOMAS on 1/21/2016 8:13:29 AM



By *JM Meyer*
 Joshua M. Meyer
 Professional Surveyor No. 8485

1-19-2016
 Date

CR-21-16

Date: 04/13/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No.: CR-22-16
1st Reading: 04/18/16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION CR-22-16

A RESOLUTION TO AFFIRM THE INSIGHT2050 INITIATIVE AS PART OF THE MID-OHIO REGIONAL PLANNING COMMISSION'S EFFORT TO PREPARE THE CENTRAL OHIO REGION FOR FUTURE GROWTH AND SUPPORT THE COMMENCEMENT OF GROVECITY2050

WHEREAS, the Mid-Ohio Regional Planning Commission is a voluntary association of sixty political subdivisions, including the City of Grove City, in Ohio's fastest growing and vibrant region; and

WHEREAS, the Mid-Ohio Regional Planning Commission has engaged in previous regional planning efforts, such as Regional Connections and Shaping our Future; and

WHEREAS, the Central Ohio area is projected to grow by more than 500,000 people, 300,000 new homes and 300,000 new jobs by 2050; and

WHEREAS, Central Ohio's projected demographical changes spurred the Mid-Ohio Regional Planning Commission, Columbus 2020 and ULI Columbus to jointly undertake insight2050 to better understand the impact thereof; and

WHEREAS, Insight2050 aims to help Central Ohio communities proactively plan for development and population growth over the next 30+ years that is expected to be dramatically different from the past; and

WHEREAS, the Mid-Ohio Regional Planning Commission passed Resolution 35-14, resolving that it would utilize the data and key trends resulting out of the insight2050 project in MORPC, regional and local planning activities; and

WHEREAS, the Insight2050 results will provide a framework for the region's growth to guide and inform local decision making; and

WHEREAS, the City desires to utilize the findings and principles of insight2050 to make certain Grove City remains a desirable and vibrant community; and

WHEREAS, the City will be commencing GroveCity2050, a community and economic development initiative focused on updating policies, ordinances, and regulations to ensure the City is strategically positioned and equipped to accommodate the region's changing demographics and population growth.

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

SECTION 1. This Council does hereby recognize and affirm the Insight2050 project, commend the Mid-Ohio Regional Planning Commission, Columbus 2020 and ULI Columbus on their efforts to apprise the City of Grove City and this region about economic competitiveness and future growth as well as to support the commencement of GroveCity2050.