

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

May 02, 2016

6:30 Caucus

7:00 – Reg. Meet.

Presentations: Oath of Office

FINANCE: Mr. Davis

- 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. Second reading and public hearing.
- 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. Second reading and public hearing.
- Ordinance C-33-16 Amend Various Sections of Chapter 161 of the Codified Ordinances titled Employment Provisions for City Employees. Second reading and public hearing.
- Ordinance C-34-16 Amend Section 161.09 of the Codified Ordinances titled Fringe Benefits. Second reading and public hearing.
- Ordinance C-41-16 Authorize the Purchase of Part of the Property located at 3985 Broadway and Appropriate \$100,000.00 from the General Fund for said purchase and related expenses. First reading.
- Ordinance C-42-16 Authorize the City Administrator to enter into an Agreement with Rev1 Ventures and Cultivate to provide assistance and support for technology entrepreneurs in the City and Appropriate \$75,000.00 from the General Fund for said Agreement and related expenses. First reading.
- Resolution CR-23-16 Determining the Sufficiency of the Application to Add Property to the Pinnacle Community Infrastructure Financing District and to Amend the Petition for Establishment of the Pinnacle Community Infrastructure Financing Authority under Chapter 349 of the Ohio Revised Code, and Setting a Date for a Public Hearing on the Application as required by law.
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SAFETY: Ms. Lanese

- Ordinance C-35-16 Amend Sections 1305.17 III and V titled Building Division Fee Schedule. Second reading and public hearing.
- Ordinance C-36-16 Amend Chapter 713 of the Codified Ordinances titled Garage Sales. Second reading and public hearing.
- Ordinance C-37-16 Authorize the City Administrator to enter into an Agreement with the Ohio Attorney General for Employment Related Background Checks. Second reading and public hearing.
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SERVICE: Mr. Berry

- Resolution CR-24-16 Establish a Charter Review Committee.
-

LANDS: Mr. Bennett

- Ordinance C-23-16 Approve the Rezoning of 4164 Broadway from PSO to R-2. 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. Second reading and public hearing.
- Ordinance C-39-16 Accept the Plat of Mount Carmel Health System Grove City Hospital. Second reading and public hearing.
- 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-25-16 Municipal Services that can be furnished to 236.4+ acres located at 5486 Jackson Pike upon its annexation to the City of Grove City.
- Resolution CR-26-16 Municipal Services that can be furnished to 2.45 acres located at 1401 Borrer Road upon its annexation to the City of Grove City.
-

ON FILE: Minutes of: 04/18 - Council Meeting

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

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**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 25.00 - <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>
3452	Information Systems	GIS Administrator	N	C	1		7	\$24.51 - 37.19 25.00 - <u>37.93</u>
3453	Information Systems	GIS Analyst	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	Seasonal 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	Seasonal Big Splash Assistant Coordinator	N	U		3	1	\$8.10 - 12.29 <u>8.26</u> - <u>12.53</u>

59575	Parks and Recreation	Seasonal Big Splash Admissions Coordinator	N	U		3	1	\$8.10—12.29 8.26—12.53
5956	Parks and Recreation	Facility Coordinator	N	U		9	2	\$12.14—18.42 12.38—18.78
59577	Parks and Recreation	Seasonal Big Splash Aquatics Coordinator	N	U		3	1	\$8.10—12.29 8.26—12.53
59578	Parks and Recreation	Seasonal Big Splash Admissions Attendant	N	U		8	1	\$8.10—12.29 8.26—12.53
59579	Parks and Recreation	Seasonal Big Splash Event Coordinator	N	U		2	1	\$8.10—12.29 8.26—12.53
59570	Parks and Recreation	Seasonal Big Splash Life Guard	N	U		40	1	\$8.10—12.29 8.26—12.53
59571	Parks and Recreation	Seasonal Big Splash Services	N	U		2	1	\$8.10—12.29 8.26—12.53
59672	Parks and Recreation	Seasonal Summer PARK Leader	N	U		25	1/2	\$8.10—12.14 8.26—18.78
5963	Parks and Recreation	PARK Site Manager	N	U		10	2/3	\$12.14—18.42 12.38—25.29
5964	Parks and Recreation	PARK Leader Advisor	N	U		5	2	\$12.14—18.42 12.38—18.78
5965	Parks and Recreation	PARK Leader	N	U		20	1/2	\$8.10—12.14 8.26—18.78
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 31.93—48.85
6411	Service	Urban Forestry Supervisor	N	C	1		6	\$21.65—32.85 22.08—33.50
6412	Service	Urban Forestry Specialist	N	C	2		5	\$19.03—28.87 19.41—29.45
6511	Service	Administrative Secretary II	N	C	1		4	\$17.37—26.36 17.71—26.87
6551	Service	Service Support	N	U		1	2	\$12.14—18.42 12.38—18.78
6611	Service	Service Manager	N	C	1		7	\$24.51—37.19 25.00—37.93
6612	Service	Maintenance Supervisor	N	C	1		6	\$21.65—32.85 22.08—33.50
6613	Service	Fleet Maintenance Supervisor	N	C	1		6	\$21.65—32.85 22.08—33.50
6614	Service	Facility Maintenance Coordinator	N	C	1		5	\$19.03—28.87 19.41—29.45
6615	Service	Technician	N	C	167		Collect Bargaining Agreement	\$17.83—27.96 18.32—30.04 (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	\$42 <u>5.00</u> - 60 <u>5.00</u>
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 <u>Planner</u>	N	C	1		6	\$21.65 - 32.85 <u>22.08 - 33.50</u>
7314	Development	GIS Analyst	N	C	1		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		1	3	\$16.35 - 24.81
7512	Development	Administrative Secretary 1	N	C	2		<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	\$42 <u>5.00</u> - 60 <u>5.00</u>
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	1		<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	1		<u>5</u>	<u>\$19.03 - 28.87 19.41 - 29.45</u>
8552	Safety - Buildings	Property Maintenance Officer <u>Inspector</u>	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	\$42 <u>5.00</u> - 60 <u>5.00</u>

9211	Safety—Police	Police Captain	E	C	4		40	\$40.00—55.00
9212	Safety - Police	Police Lieutenant	N	C	<u>23</u>		Collect Bargaining Agreement	\$53.04 (thru 12/31/15)
9411	Safety - Police	Communications Manager	E	C	1		7	\$24.51—37.19 <u>25.00—37.93</u>
9511	Safety - Police	Police Executive Assistant	N	U	1		5	\$19.03—28.87 <u>19.41—29.45</u>
9512	Safety - Police	Account Clerk	N	C	2		Collect Bargaining Agreement	\$14.87—24.29 <u>15.29—26.09</u> (thru 4/20/169)
9513	Safety - Police	Police Court Liaison	N	U		2	3	\$16.35—24.81 <u>16.67—25.29</u>
9514	Safety - Police	Records Specialist	N	C	1		5	\$19.03—28.87 <u>19.41—29.45</u>
<u>9515</u>	<u>Safety - Police</u>	<u>Professional Standards Support</u>	<u>N</u>	<u>C</u>	<u>1</u>		<u>5</u>	<u>\$19.41—29.45</u>
9551	Safety - Police	Crime Prevention Coordinator	N	U		2	3	\$16.35—24.81 <u>16.67—25.29</u>
9552	Safety - Police	Property Clerk	N	U		2	3	\$16.35—24.81 <u>16.67—25.29</u>
9553	Safety - Police	Receptionist / <u>Records Support</u>	N	U		3	<u>23</u>	\$12.14—18.42 <u>16.67—25.29</u>
9852	Safety - Police	Custodian	N	U		3	2	\$12.14—18.42 <u>12.38—18.78</u>
9951	Safety - Police	Youth Services Coordinator	N	U		2	3	\$16.35—24.81 <u>16.67—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 ~~forty~~ five ~~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: 04/26/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No. : C-41-16
1st Reading: 05/02/16
Public Notice: 05/05/16
2nd Reading: 05/16/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-41-16

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF PART OF THE PROPERTY AT 3985 BROADWAY AND APPROPRIATE \$100,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, on September 3, 2013 this Council endorsed the Pizzuti redevelopment plan for the Town Center that included a pedestrian promenade to connect the new residential development to the new library facility; and

WHEREAS, on November 2, 2015 Council voted to maintain the pedestrian promenade as part of the Town Center improvements; and

WHEREAS, in order to construct the pedestrian promenade as shown in CR-68-15, the City needs to acquire a portion of the property located at rear of 3985 Broadway; and

WHEREAS, the City has reached an agreement with the owners of the Property.

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

SECTION 1. Council hereby authorizes the purchase of part of the property located at 3985 Broadway as described in Exhibit "A" upon agreement prepared by the Director of Law.

SECTION 2. There is hereby appropriated \$100,000.00 from the unappropriated monies of the General Fund to account number 100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 3. 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

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

Michael A. Turner, Director of Finance

Exhibit A
C-41-16

DESCRIPTION OF 0.029 ACRE
West of Broadway (U.S. Route 62 and State Route 3)
North of Grove City Road

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Survey Number 1388 of the Virginia Military District, also lying in Lot 2 of a subdivision made in the case of Elizabeth C. Breck against William Breck in the partition in the Superior Court, Franklin County, Ohio of record in Complete Record 8, Page 394, being a part of the tract conveyed to Abdellah Bahij and Natalie M. Dennison of record in Instrument Number 201011240159775, and described as follows:

BEGINNING at a railroad spike found marking the northwest corner of Lot 4 as shown on the subdivision plat entitled "Grants Subdivision" of record in Plat Book 10, Pages 158 and 159 and the tract conveyed to MKOB Properties, LLC of record in Instrument Number 201406260081142, the northeast corner of Reserve "B" as shown on the said "Grants Subdivision," in the south line of said Lot 2, and in the south line of the said Bahij/Dennison tract;

thence North 55° 46' 41" West, with the south line of said Lot 2, the south line of said Bahij/Dennison tract, partly with the north line of said Reserve "B," and partly with the north line of Reserve "A" as shown on the said "Grants Subdivision," a distance of 25.00 feet, to a magnetic nail set at the southwesterly corner of said Bahij/Dennison tract and the southeasterly corner of the 0.057 acre tract conveyed to the City of Grove City by deed of record in Instrument Number 201104260054309;

thence North 34° 13' 19" East, with the line common to said Bahij/Dennison and 0.057 acre tracts, a distance of 50.00 feet, to an iron pin set at a common corner thereof and the south line of the 0.132 acre tract conveyed to The City of Grove City, Ohio of record in Instrument Number 199903020052312;

thence South 55° 46' 41" East, with the north line of said Bahij/Dennison tract, partly with said south line, and partly with the south line of the remainder of the 0.504 acre tract conveyed to 3407 Grant, LLC by deed of record in Instrument Number 201306190102899, a distance of 25.00 feet, to an iron pin set;

thence South 34° 13' 19" West, a distance of 50.00 feet, across said Bahij/Dennison tract, to the **POINT OF BEGINNING**, containing 0.029 acre (1250.0 square feet), more or less.

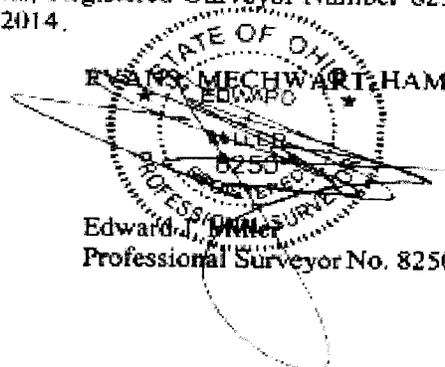
Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

All references are to the records of the Recorder's Office, Franklin County, Ohio.

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 on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the northerly right-of-way line of Park Street, having a bearing of South 55° 46' 41" East, is designated the "basis of bearing" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Edward J. Miller, Registered Surveyor Number 8250 in May 2002, June 2010, October 2013, and September 2014.



Edward J. Miller
Professional Surveyor No. 8250

Date



Evans, Machwell, Hamilton & Bish, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43214
 Phone: 614.775.4300 Toll Free: 888.775.5648
 emht.com

SURVEY OF ACREAGE PARCEL

SURVEY NUMBER 1388

VIRGINIA MILITARY DISTRICT

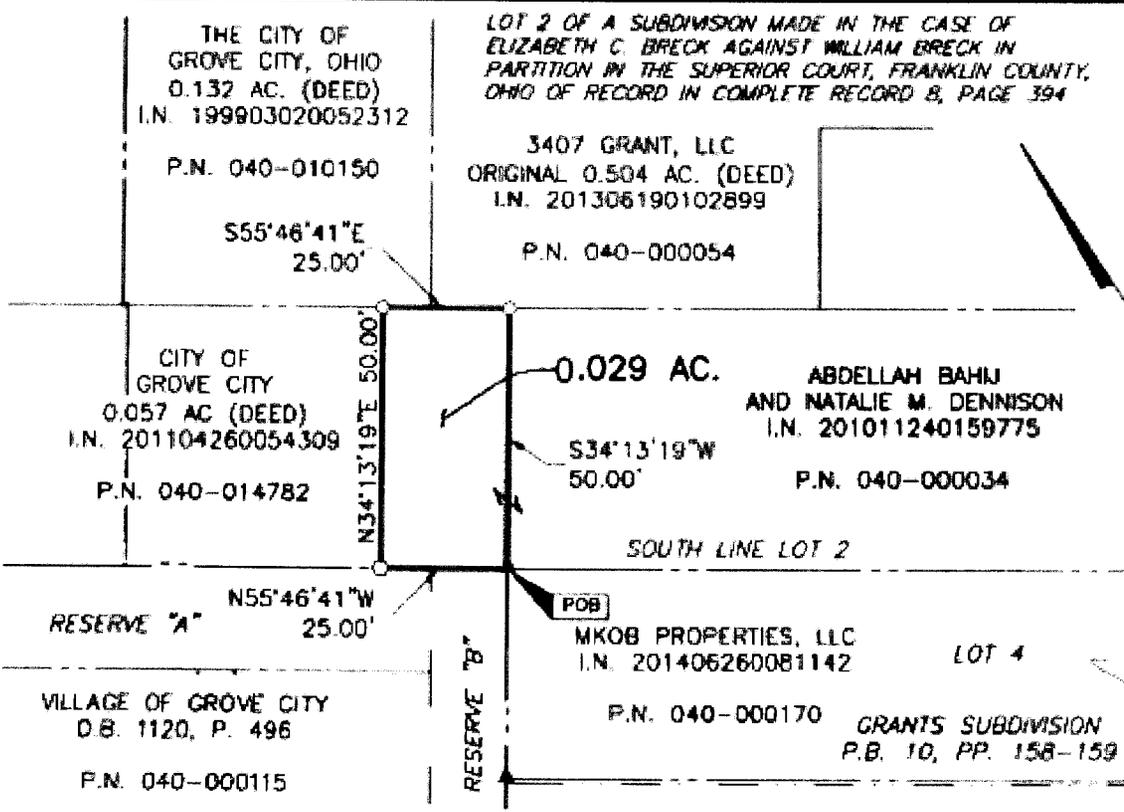
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: August 5, 2015

Scale: 1" = 30'

Job No. 2015-0079

ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF EMHT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF EMHT IS STRICTLY PROHIBITED.

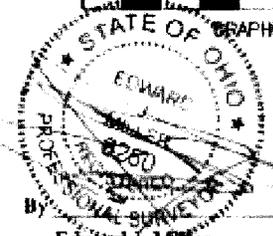
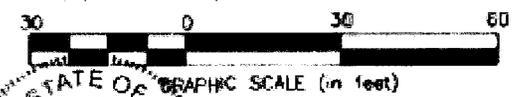


BASIS OF BEARINGS:
 The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (COR596). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected COR5 base stations in the National Spatial Reference System. The portion of the northerly right-of-way line of Park Street, having a bearing of South 55° 46' 41" East, is designated the "basis of bearing" for this survey.

SURVEY NOTE:
 This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, and September 2014.

- = I.P. FND.
- = I.P. SET
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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



By: Edward Miller
 Professional Surveyor No. 8250

els/ls

Date

Date: 04/26/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-42-16
1st Reading: 05/02/16
Public Notice: 05/05/16
2nd Reading: 05/16/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-42-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH REV1 VENTURES AND CULTIVATE TO PROVIDE ASSISTANCE AND SUPPORT FOR TECHNOLOGY ENTREPRENEURS IN THE CITY AND APPROPRIATE \$75,000.00 FROM THE GENERAL FUND FOR SAID AGREEMENT AND RELATED EXPENSES

WHEREAS, the City recognizes that in addition to its efforts to retain, expand and attract business, the City must also set the conditions for new business and job creation; and

WHEREAS, Rev1 Ventures is the lead agency responsible for accelerating business growth, job creation and prosperity for the 15 county Central Ohio region with a focus on operating a regional technology business incubator, working with entrepreneurs and investors to develop and launch technology start-up companies, and growing young companies that will provide the jobs of the future; and

WHEREAS, Cultivate is a local organization responsible for fostering entrepreneurial growth with a focus on operating a city-based business incubator, working collaboratively with Rev1 Ventures as well as entrepreneurs and investors to develop, provide guidance to local technology start-up companies, providing future job opportunities; and

WHEREAS, the City, Rev1 Ventures and Cultivate must facilitate entrepreneurship in order to increase the level of entrepreneurial activity and improve the chances of establishing successful technology enterprises by honing their skills and providing access to necessary tools, technical and financial resources, and by working proactively to enhance the local entrepreneurial environment; and

WHEREAS, the City desires to leverage both regional and local efforts to spur business growth and the entrepreneurial spirit through collaboration and cooperation with Rev1 Ventures and Cultivate; and

WHEREAS, because the agreement with 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 Rev1 Ventures and Cultivate to provide assistance and support for technology entrepreneurs in the City.

SECTION 2. There is hereby appropriated \$75,000.00 from the unappropriated monies of the General Fund to account number 100120.541000 for the Current Expense of said agreement and related expenses.

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

C-42-16
Exhibit A
**Draft Agreement Between
City of Grove City,
Rev1 Ventures, and Cultivate**

This AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2016, by and between the CITY OF GROVE CITY, OHIO (the "City"), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "State") and its Charter, and Rev1 Ventures ("Rev1 Ventures") an Ohio not-for-profit corporation and Cultivate ("Cultivate") an Ohio not-for-profit corporation, under the circumstances summarized in the following recitals:

WHEREAS, the City's dynamic local economy is the direct result of an entrepreneurial spirit; and

WHEREAS, the City recognizes that in addition to its efforts to retain, expand and attract business, the City must also set the conditions for new business and job creation; and

WHEREAS, Rev1 Ventures is the lead agency responsible for accelerating business growth, job creation and prosperity for the 15 county Central Ohio region with a focus on operating a regional technology business incubator, working with entrepreneurs and investors to develop and launch technology start-up companies, and growing young companies that will provide the jobs of the future; and

WHEREAS, Cultivate is a local organization responsible for fostering entrepreneurial growth with a focus on operating a city-based business incubator, working collaboratively with Rev1 Ventures as well as entrepreneurs and investors to develop, provide guidance to local technology start-up companies, providing future job opportunities; and

WHEREAS, the City, Rev1 Ventures and Cultivate must facilitate entrepreneurship in order to increase the level of entrepreneurial activity and improve the chances of establishing successful technology enterprises by honing their skills and providing access to necessary tools, technical and financial resources, and by working proactively to enhance the local entrepreneurial environment; and

WHEREAS, it is the goal of the City, Rev1 Ventures and Cultivate to accelerate the successful development of start-up and fledgling companies by providing entrepreneurs with an array of targeted resources and services in order to produce successful companies that will be financially viable, freestanding and create quality jobs for the city and larger region; and

WHEREAS, Rev1 Ventures is designated as the lead agency in the Central Ohio region responsible for the administration of the Entrepreneurial Signature Grant Program consisting of funds from the Ohio Third Frontier and local matching funds; and

WHEREAS, the City desires to leverage both regional and local efforts to spur business growth and the entrepreneurial spirit through collaboration and cooperation with Rev1 Ventures and Cultivate; and

WHEREAS, the City, Rev1 Ventures and Cultivate desire to enter into a three-year Agreement memorializing the responsibilities and commitments of each party to efficiently and effectively support entrepreneurial initiatives in Grove City; and

WHEREAS, the City intends to support this regional and local effort to create new companies, technologies, jobs and opportunities by providing \$100,000 annually to this entrepreneurial program, with \$25,000 of this annual funding being allocated to Rev1 Ventures and contractually obligated to Cultivate in subcontract for the duration of this agreement.

WHEREAS, the City has previously supported the Entrepreneurial Signature Program, since 2011 in partnership with Rev1 Ventures; and

WHEREAS, the City, Rev1 Ventures and Cultivate desire to enter into an Agreement memorializing the responsibilities and commitments of each party to efficiently and effectively execute the Entrepreneurial Signature Program.

NOW, therefore, the City, Rev1 Ventures and Cultivate covenant agree and obligate themselves as follows:

I. **Purpose.** The primary purpose of the program is to provide consistent, coordinated, effective and accessible assistance to technology entrepreneurs to catalyze the launch of new technology based businesses with an ultimate goal of creating high quality jobs in Central Ohio. The program will provide services to identify and mentor early stage companies to create a sustainable technology based business cluster and a culture that provides future opportunities to thrive. Periodic program reviews will determine the amount and type of resources needed to achieve the agreed-upon goals. Rev1 Ventures is required to remain flexible in the deployment of the resources across the entire 15 county region to insure that successful programs are funded based on the achievement of the desired metrics. Rev1 Ventures will be required to report metrics to the State to justify future investments. Cultivate is to serve as an extension of Rev1 Ventures' mission and efforts at a local level providing guidance and assistance to local technology based start-ups.

II. **Services to City.**

a. **Cultivate.** Cultivate, as the manager of a local entrepreneurial program will, in partnership with the City and in collaboration with Rev1 Ventures, provide the following services:

1.) **Affordable, Start-Up Friendly Office and Co-working Space.** Cultivate shall provide affordable office and meeting space to startup businesses. These terms are relegated to the area of the building that has been designated as "incubator space" (approximately 66.3% or 4,139 square feet, SEE EXHIBIT A). Maximum starting rental fees for the following work spaces are as follows:

- (2) 12x9 Work Station: \$500/month
- (2) 6x9 Work Station: \$300/month
- (8) 6x6 Work Station: \$200/month

Rental rates may be increased but in no case shall they be raised by more than four (4) percent annually without the Board's approval.

- 2.) **Training and Business Coaching Opportunities.** Cultivate will, on a regular basis, allow the use of the training room (as designated on Exhibit A) for the purpose of no-cost training, business coaching opportunities and special events. The aforementioned services will be offered free of charge to Cultivate tenants and the general public. Rev1 Ventures, Cultivate and the City will coordinate to schedule, plan and execute these offerings.
 - 3.) **Office / Meeting Space.** Cultivate shall make available meeting and/or office space available to the City's Development Department. Such space shall be limited to the City's efforts in expanding its entrepreneurial growth and overall business growth within the City.
 - 4.) **Board.** A Board of three (3) to five (5) members shall be composed to provide general direction and leadership to the incubator facility under the terms of this agreement. Cultivate shall provide administrative services to the Board.
 - i. The Board shall meet on a regular basis to conduct its business; at minimum the Board shall meet at least once per quarter and shall keep minutes and records as required by law.
 - ii. As partners, Cultivate, the City and Rev1 Ventures shall have representation on the Board with full voting privileges. The Development Director or his/her designee shall represent the City on the Board.
 - iii. Up to two additional members may be appointed by a majority vote of the Board by majority.
 - iv. Board members shall serve for the term of this agreement.
- b. **Rev1 Ventures.** Rev1 Ventures, as the manager of the Central Region for the State's Entrepreneurial Signature Program (ESP) will, in a partnership with the City, provide the following services:
- 1.) **Designated Lead and Connectivity into Rev1 Program.** Rev1 Ventures will provide a designated lead contact from the Rev1 Ventures team who serves as the primary liaison between Rev1 Ventures and the City and is responsible for coordinating Rev1 Ventures services within the Grove City. The designated lead will have responsibility for the following:

- i. Connecting Grove City leaders and Cultivate into the Columbus region's entrepreneurial ecosystem. This includes regular meetings with City leaders and Cultivate to discuss the latest entrepreneurial trends, opportunities and challenges in the Columbus region and beyond.
- ii. Providing access to Rev1's full program for identifying prospective entrepreneurial start-up companies and supporting them with dedicated services, connections and capital needed to get them the best start possible.
- iii. Providing access to Rev1's signature events, including Demo Day (September) VentureNEXT (October), and Funding Partner Annual Meeting (May); as well as the opportunity to more closely tie into events such as Startup Weekend and Startup Week.
- iv. The delivery of *Quarterly Activity Reports* summarizing the type and amount of entrepreneurial activity in Cultivate and the larger Grove City community. Content to be agreed upon between the City and Rev1.
- v. At the request of the City and/or Cultivate, Rev1 shall provide and make the appropriate personnel and service solutions available to further the mission of the City's incubator program. Rev1 lead shall work with Cultivate and Grove City leaders to identify and connect the right Rev1 and community resources needed to support the needs of the region's entrepreneurs

2.) **Direct support for Cultivate.** On behalf of the City, Rev1 Ventures will also provide the following, additional direct support to Cultivate:

- i. Quarterly, cohort-based training around key challenges early stage companies face, including topics such as: Product Validation, Marketing, Sales/Customer Acquisition, Talent/HR, etc.. Topics and scheduling would be determined collaboratively by Cultivate and Rev1 staff. Rev1 would help to identify and provide the speaker(s) or panelists and content, as well as assistance promoting the event. There will be no less than two (2) of these sessions held on site per quarter.
- ii. One-on-one coaching with Cultivate staff to help put into place a method for identifying and communicating with potential, new tenants; and a plan for regular touch bases with tenants as a means of continued alignment with Cultivate's and the City's goals.
- iii. Outreach into the region's corporate base to help identify and assemble an advisory board. The objectives of the group will be discussed and determined by the City and Rev1. To this end, Rev1 will work with the City and Cultivate to identify city corporate leaders and invite them to a series of co-hosted executive briefings.

- c. **Deal Flow.** Rev1 Ventures and the City will coordinate marketing and outreach activities to stimulate deal flow.
 - 1.) Rev1 Ventures will invite Grove City entrepreneurs to participate in the Concept Academy course (or similar learning opportunities presently held roughly six times per year), designed to assist and advise entrepreneurs through the concept stage, establishing a firm foundation on which to launch high-growth companies. This includes allowing City staff to attend ongoing as a means of education around lean market validation).
 - 2.) The City and Cultivate will assist in identifying entrepreneurs and investors and referring entrepreneurs and investors to Rev1 Ventures.

- d. **First Connect Network.** Rev1 will provide access to its industry-leading network to support our regions' high-growth startups in these four critical areas:
 - 1.) **Advisors:** Engaging high-growth Grove City entrepreneurs with the Advisor Network and recruiting seasoned talent within Grove City to serve on the Advisor Network.
 - 2.) **Experts:** Engaging high-growth Grove City entrepreneurs with the Expert Network, which provides pro-bono or reduced cost services in accounting, legal, marketing and other areas.
 - 3.) **Customers:** Engaging high-growth Grove City entrepreneurs with corporate leaders in the Columbus region who can provide input on products and services, and, ideally, serve as first beta customers.
 - 4.) **Talent:** Promoting the job openings of Grove City companies on Rev1's job board and within its newsletter, and making connections to help identify candidates for open positions.

- e. **Access to Capital.** Through its coaching and advisory services, which are the entry point to all Rev1 Ventures funding sources, qualified regional companies will potentially have access to:
 - 1.) **Concept Fund:** Investments to assist capital efficient companies with market entry and to validate early tech ideas based on intellectual property (IP), validate IP, build prototypes, complete marketing studies, etc.
 - 2.) **Catalyst Fund:** Seed stage funding to accelerate the most promising opportunities through early product development, customer and market validation and initial product launch. And, when appropriate, help position companies for follow-on investment.
 - 3.) **Ohio TechAngel Funds:** local angel funds managed by Rev1 Ventures which make equity investments in Ohio tech startups.

- 4.) Rev1 Ventures advice and expertise regarding the formation of a Grove City pre-seed Angel investor network focused on evaluating and investing primarily in Grove City opportunities.
 - 5.) Access to any and all other applicable funding programs available but not listed above or that may become available at a later date.
- f. **Acknowledgement.** Rev1 Ventures agrees to acknowledge the City and Cultivate in its sponsorship, within their brick and mortar facilities, website and other opportunities as an Entrepreneurial Services Partner.
- g. **Rev1 Contribution.** For 2016, the City agrees to pay (in one installment) \$75,000 in matching grant funds to Rev1. In the subsequent years the City agrees to pay to Rev1 Ventures \$100,000 in matching funds for the remainder term of this agreement. Payments to Rev1 Ventures will be made in two equal installments of \$50,000 each. The first payment will be made within 30 days of the execution of this Agreement. The remaining payment will be made no later than August 1, 2016. The City reserves the right to audit this program by its own means or by a third party hired by the City at the City's expense and at a time(s) determined by the City for the purpose of auditing the use of City and State provided funds.
- 1.) Cultivate contribution. Rev1 Ventures agrees to pay Cultivate \$25,000 annually (commencing in 2016) for the duration of this agreement. Payment to Cultivate will be made in two equal installments of \$12,500 each. Payment schedule and right to audit program shall be as set forth above.

III. **Miscellaneous.**

- a. **Notices.** Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, notices shall be addressed to:

- 1.) The City at: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: Charles W. Boso, Jr., City Administrator
- 2.) Rev1 Ventures at: Rev1 Ventures

1275 Kinnear Road
Columbus, Ohio 43212
Attn: Mr. Tom Walker, CEO

3.) Cultivate at: Cultivate
P.O. Box 133
Grove City, Ohio 43123
Attn: Matt Yerkes

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

- b. **Extent of Provisions; No Personal Liability.** All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of the City, Cultivate or Rev1 Ventures in other than his or her official capacity. No official executing or approving the City's, Cultivate's or Rev1 Ventures' participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.
- c. **Most Favored Nation.** The City and Cultivate shall be afforded the same opportunity to use ESP Grant dollars in the same manner Rev1 Ventures may allow grant dollars to be used in other communities provided such use is not covered elsewhere or otherwise permitted or governed by this Agreement.
- d. **Successors.** This Agreement shall be binding upon and inure to the benefit of Rev1 Ventures and its successors and assigns.
- e. **Recitals.** The City, Rev1 Ventures and Cultivate acknowledge and agree that the facts and circumstances as described in the Recitals hereto are in an integral part of this Agreement and as such are incorporated herein by reference.
- f. **Amendments.** This Agreement may only be amended by written instrument executed by the City, Rev1 Ventures and Cultivate.
- g. **Executed Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

- h. **Severability.** In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.
- i. **Term.** This Agreement shall be for a term of three years.
- j. **Termination and extension.** The City or Rev1 Ventures may terminate this Agreement with at least 60 days prior written notice. Should the City terminate, it will pay in full its obligation for the period prior to termination. Should the City terminate its participation it does not forfeit Grove City-based companies' ability to continue to access Rev1 Ventures services and/or grant dollars and they shall be given equal access as companies in other communities, which provided no matching dollars. The City understands that should it terminate prior to the end of its one-year commitment and not pay the fully agreed upon amount, the State of Ohio may reduce the overall amount of Ohio 3rd Frontier grant dollars it makes available to the 15 county service area unless other sources of match are identified. Should Rev1 Ventures terminate and provide proper notice to the city, Rev1 Ventures will provide those services to the City as prescribed herein for the period of time for which the City has paid its installments.
- k. **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Agreement.
- l. **Governing Law and Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and Rev1 Ventures, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin, County, Ohio.
- m. **Survival of Representation and Warranties.** All representations and warranties of Rev1 Ventures, Cultivate and the City in this Agreement shall survive the execution and delivery of this Agreement.
- n. **Indemnification.** Rev1 Ventures agrees to indemnify, protect, defend and hold harmless the Cultivate and City and its elected officials, officers, employees,

agents and volunteers from and against any claims, costs (including reasonable attorney's fees and court costs), expenses, damages, liabilities, obligations, losses or judgments to the extent arising out of , or in connection with, any claim, demand or action made, if such claims, costs, expenses, damages, liabilities, obligations, losses or judgments are directly or indirectly related to Rev1 Ventures' furnishing or failing to furnish services as required herein.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the City and Rev1 Ventures have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

THE CITY OF GROVE CITY

By: _____

Printed: _____

Title: City Administrator

REV1 VENTURES

By: _____

Printed: Tom Walker

Title: President & CEO

CULTIVATE

By: _____

Printed: Matt Yerkes

Title: Executive Director

Approved as to Form

Stephen J. Smith, Esq., Law Director

Date: 04/26/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No.: CR-23-16
1st Reading: 05/02/16
Public Notice: 0 / /16
2nd Reading: 0 / /16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-23-16

RESOLUTION DETERMINING THE SUFFICIENCY OF THE APPLICATION TO ADD PROPERTY TO THE PINNACLE COMMUNITY INFRASTRUCTURE FINANCING DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE PINNACLE COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE; AND SETTING A DATE FOR A PUBLIC HEARING ON THE APPLICATION AS REQUIRED BY LAW

WHEREAS, pursuant to Ohio Revised Code Chapter 349, on February 12, 2004, a petition for the establishment of the Pinnacle Community Infrastructure Financing Authority was filed with the Board of County Commissioners of Franklin County, Ohio by M/I Homes of Central Ohio, LLC and Pinnacle Development Company of Grove City, Ltd. (together, the "Developer") as the developer of the Authority, which Petition the Commissioners approved on March 30, 2004, pursuant to Resolution Number 275-04; and

WHEREAS, the Petition generally described the boundaries of the related new community district (the "District"); and

WHEREAS, on and after September 29, 2015 (the effective date of House Bill 64 of the 131st General Assembly of the State of Ohio), the "organizational board of commissioners," as that term is defined in R.C. Section 349.01(F)(3), is comprised solely of the Council of the City of Grove City, Ohio because the Authority is located entirely within the corporate boundaries of the City of Grove City; and

WHEREAS, on April 22, 2016, the Developer filed the Application to Add Property to the Pinnacle Community Infrastructure Financing District and to Amend the Petition for Establishment of the Pinnacle Community Infrastructure Financing Authority Under Chapter 349 of the Ohio Revised Code with this Council requesting that certain parcels of real property owned by the Developer be added to the District; and

WHEREAS, with respect to the Application, the City is the only city that can be defined as a "proximate city," as that term is defined in R.C. Section 349.01(M), and this Council, as the organizational board of commissioners for the District, is therefore the legislative authority of the only "proximate city"; pursuant to R.C. Section 349.03, the City is therefore not required to approve or sign the Application as a "proximate city" prior to the approval of the Application by this Council; and

WHEREAS, the Application further provides that the addition of such land will be conducive to the public health, safety, convenience and welfare of the District, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control through leases of at least seventy-five years' duration, options or contracts to purchase, of the Developer; and

WHEREAS, pursuant to R.C. Section 349.03(A), this Council, as the organizational board of commissioners for the determination of the sufficiency of the Application, if after reviewing the Application, finds it sufficient as meeting the required statutory requirements, must fix a time and place for a hearing on the Application; and

WHEREAS, pursuant to R.C. Section 349.03(A), if determined to be sufficient, this Council shall hold the public hearing not less than thirty (30) days nor more than forty-five (45) days from the date the Application was filed by the Developer with this Council; and

WHEREAS, pursuant to Section 349.03(A) of the Ohio Revised Code, the Clerk of City Council shall give notice of the public hearing on the Application by publication once each week for **three** consecutive weeks in a newspaper of general circulation prior to the hearing date.

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

SECTION 1. Council finds and determines that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance.

SECTION 2. A public hearing on the Application shall be held on **June 6, 2016**, at **7:00 p.m.** in Council Chambers, City Hall, 4035 Broadway, Grove City, Ohio. The Clerk of Council is directed to give notice of the time and place of the public hearing on the Application by publication once each week for **three** consecutive weeks in a newspaper of general circulation provided that each publication shall appear prior to the public hearing.

SECTION 3. Council finds and determines that all formal actions of City Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that result in those formal actions were in meetings open to the public in compliance with the law.

SECTION 4. 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	

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: VIRKI 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. Boso, Jr.

Rickeya Franklin

Title: City Administrator

Director of Identification, BCI

Date: _____

Date: _____

Contact Name: Vikki Stueking-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: VStueking@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: 04/25/16
Introduced By: Mr. Berry
Committee: Service
Originated By: Council
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : CR-24-16
1st Reading: 05/02/16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-24-16

A RESOLUTION ESTABLISHING A CHARTER REVIEW COMMITTEE

WHEREAS, the City of Grove City Charter was initially adopted by the voters on November 4, 1958 and last amended on November 5, 1985;

WHEREAS, good governance mandates a periodic review of the Charter to ensure that the City operates with efficient and effective rules of governance;

WHEREAS, a Charter Review Task Force was established by Resolution CR-12-08 to identify provisions requiring further analysis; and

WHEREAS, as stated in CR-12-08, the Task Force may be used as a guide for a future charter review committee tasked with developing and proposing changes to the Charter; and

WHEREAS, After review of the Task Force report, Council is ready to establish a Charter Review Committee to review the Charter provisions and propose change.

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

SECTION 1. This Council hereby establishes a "Charter Review Committee".

SECTION 2. The Charter Committee shall be comprised of 13 members, with each Council Member appointing two (2) from their elected seat and three (3) members appointed by the Mayor.

SECTION 3. The Charter Review Committee shall review the Report by the Charter Review Task Force and make recommendations for changes to the Charter.

SECTION 4. This Committee shall submit their recommendations to Council no later than October 1, 2016.

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

Roby Schottke, President of Council

Richard L. Stage, Mayor

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

No.: C-23-16
1st Reading: 03/21/16
Public Notice: 03/25/16
2nd Reading: 05/02/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-23-16

AN ORDINANCE FOR THE REZONING OF 4164 BROADWAY FROM PSO TO R-2

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission approved the rezoning on March 8, 2016; and

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

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

SECTION 1. The following described premises are rezoned from PSO to R-2:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1383 and being Lot #9 of a subdivision, as recorded in Official Records, Deed Book 569, page 285, Recorder's Office, Franklin County, Ohio, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

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

C-23-16

**SURVIVORSHIP DEED*
WARRANTY**

PAUL M. MCCLELLAN AND CHRISTI L. MCCLELLAN, HUSBAND AND WIFE, of Franklin County, Ohio, for valuable consideration paid, grant(s) with general warranty covenants, to ELIZABETH ANNE LAURON AND NEAL C. LAURON, for their joint lives, remainder to the survivor of them, whose tax-mailing address is 6644 Ridpath Road, Grove City, OH 43123,

the following REAL PROPERTY:

Situated in the State of Ohio, County of Franklin and in the City of Grove City,

Being a part of Lot Number Nine (9) of a subdivision of Survey no. 1383, Virginia Military District and bounded and described as follows:

Being a strip of land thirty-five (35) feet front facing the Columbus and Harrisburg Pike, and being thirty-four (34) feet in the rear and being a part of the premises conveyed to Nelson Grant by W.R. Mench and being off of the side of the premises owned by Edward E. Grant and being next to and adjoining a strip of a land or lot conveyed to Ezra Neiswander by Edward E. Grant and Wife by deed recorded in Deed book 569, page 285, Recorder's Office, Franklin County, Ohio. Subject to the easement for alley purposes off of the rear of said lot, the lot free of alley purposes being 230 feet more or less in length.

PROPERTY ADDRESS: 4164 Broadway, Grove City, Ohio 43123

PARCEL NUMBER: 040-000239-00

FEB 10 2016

SUBJECT TO RESERVATIONS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD IF ANY AND TAXES AND ASSESSMENTS HEREAFTER DUE AND PAYABLE.

Prior Instrument Reference: Instrument # 200304230118515 of the Deed of Record of Franklin County, Ohio.

Executed this 16th day of March, 2006.

Paul M. McClellan

Christi L. McClellan

STATE OF OHIO

COUNTY OF FRANKLIN, ss.

BE IT REMEMBERED, That on this 16th day of March, 2006, before me, the subscriber, a Notary Public in and for said State, personally came PAUL M. MCCLELLAN AND CHRISTI L. MCCLELLAN, the Grantor(s) in the foregoing instrument, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

(Notary Public)

Notary Public-State of Ohio
My Commission Expires:



C-23-16

Kingston

040-000014
4148 S BROADWAY
63X200FT
ENTRY 1383

040-000153
4154 S BROADWAY
57.5 X 200 FT
ENTRY 1383 IN 9-10

040-000254
4160 S BROADWAY
ENTRY 1383
LOT 9-10 .36 ACRE

040-000239
4164 S BROADWAY
ENTRY 1383
LOTS 9 & 10 & 0.0239 ACRE

260.5

040-000806
4170 BROADWAY
ENTRY 1383
IN LOT 9-10

040-000217
4178 S BROADWAY
45X250FT NW COR
D MORGAN

040-000598
4184 S BROADWAY
48X250FT
D MORGAN

040-000559

FIRST ST

040-000352
4173 ARBUTUS
WOODLAWN REA
ADDITION LOT

040-000351
4179 ARBUTUS
WOODLAWN
LOT 135

040-000884
4185 ARBUTUS S
WOODLAWN LO

040-001042
4189 ARBUTUS A
WOODLAWN
LOT 133

040-000350
4195 ARBUTUS
WOODLAWN
LOT 132

040-000346
4199 ARBUTUS
WOODLAWN
LOT 131

040-001051
4209 ARBUTUS AVEN
D MORGAN
.23 ACRES

040-000216
4215 ARBUTUS A
.263 ACRES
D MORGAN

BROADWAY

35

34

A-1

PSO

PSO to
R-2

R-2

R-2

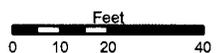
Disclaimer

4164 Broadway

The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from land/field surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.



1 inch = 40 feet



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: _____

*Postponed
1052-16*

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: 04/25/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-25-16
1st Reading: 05/02/2016
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-25-16

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE
THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 236.4+ ACRES LOCATED AT
5486 JACKSON PIKE IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 236.4+ acres located at 5486 Jackson Pike, in Jackson Township to the City of Grove City and signed by Tim Moloney, as filed with the Board of County Commissioners of Franklin County, Ohio; and

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

WHEREAS, Section 709.031 of the Ohio Revised Code requires that the legislative authority of the municipality to which the annexation is proposed adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon its annexation.

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

SECTION 1. Upon its annexation to the City of Grove City, the 236.4+ acres located at 5486 Jackson Pike, proposed for annexation by Tim Moloney, will receive the following municipal services from the City of Grove City:

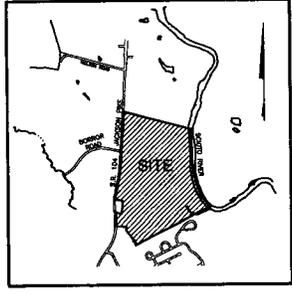
Fire:	Jackson Township will continue to provide Fire protection.
Police:	The City of Grove City, Police department, will provide police protection.
Water:	The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Sanitary Sewer:	The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Solid Waste Collection:	Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.
Zoning:	In accordance with Section 1139.05(a) the Codified Ordinances of Grove City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

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

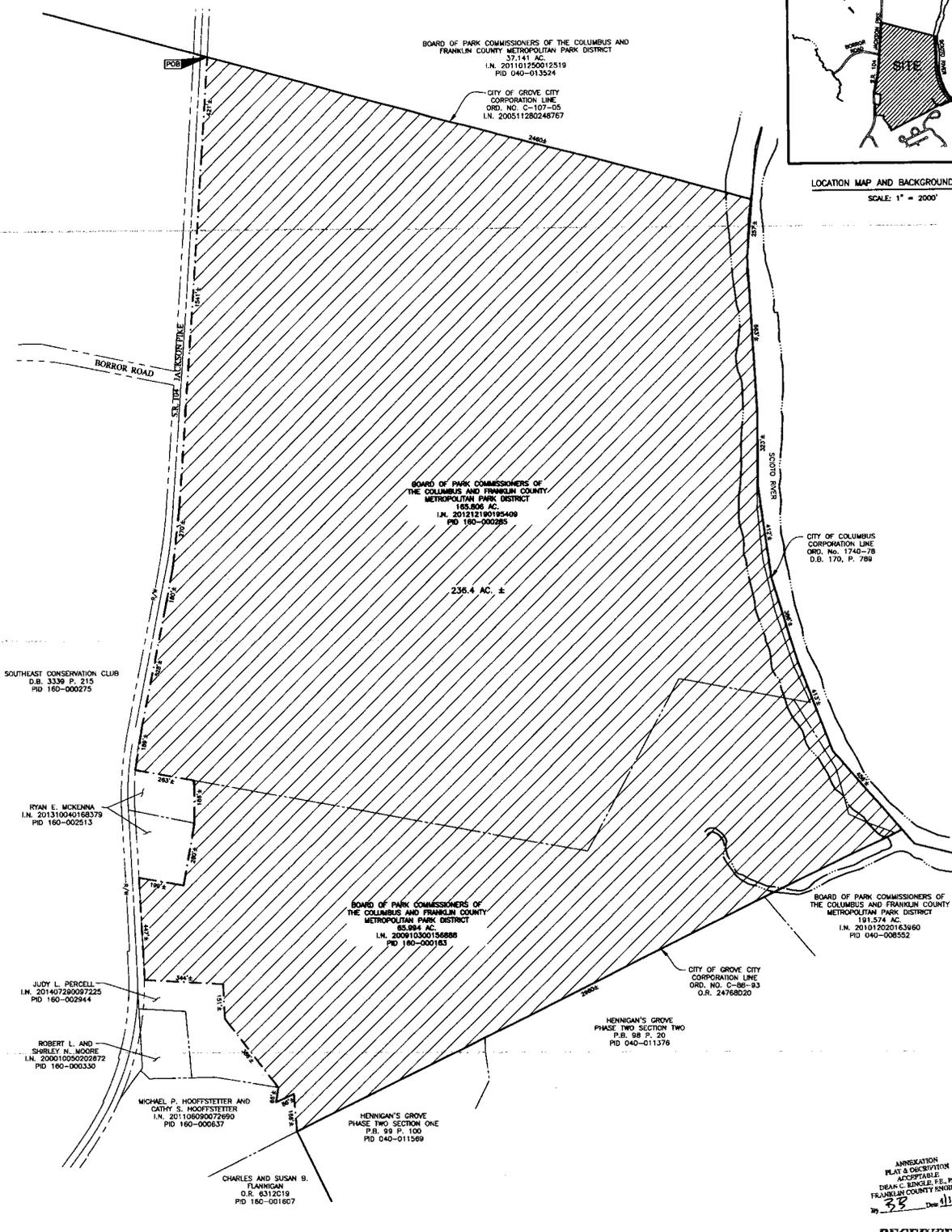
CR-25-16

PROPOSED ANNEXATION OF 236.4± ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

VIRGINIA MILITARY SURVEY NO 478
JACKSON TOWNSHIP, COUNTY OF FRANKLIN, STATE OF OHIO



LOCATION MAP AND BACKGROUND DRAWING
SCALE: 1" = 2000'



SOUTHEAST CONSERVATION CLUB
D.B. 3339 P. 215
PID 160-000275

RYAN E. MCKENNA
I.N. 201310040158379
PID 160-002513

JUDY L. PERCELL
I.N. 201407280097225
PID 160-002944

ROBERT L. AND
SHIRLEY N. MOORE
I.N. 200010060029572
PID 160-000330

MICHAEL P. HOOFFSTETTER AND
CATHY S. HOOFFSTETTER
I.N. 201106090072990
PID 160-000637

CHARLES AND SUSAN B.
FLANNIGAN
O.R. 6312019
PID 160-001607

HENNIGAN'S GROVE
PHASE TWO SECTION ONE
P.B. 99 P. 100
PID 040-011569

HENNIGAN'S GROVE
PHASE TWO SECTION TWO
P.B. 98 P. 20
PID 040-011376

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-361-93
O.R. 24768020

CITY OF COLUMBUS
CORPORATION LINE
ORD. NO. 1740-78
D.B. 170, P. 789

BOARD OF PARK COMMISSIONERS OF THE COLUMBUS AND
FRANKLIN COUNTY METROPOLITAN PARK DISTRICT
37,141 AC
I.N. 201101250012519
PID 040-013524

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-107-05
I.N. 200511280248767

BOARD OF PARK COMMISSIONERS OF
THE COLUMBUS AND FRANKLIN COUNTY
METROPOLITAN PARK DISTRICT
155,808 AC
I.N. 201212190195408
PID 160-000285

236.4 AC. ±

BOARD OF PARK COMMISSIONERS OF
THE COLUMBUS AND FRANKLIN COUNTY
METROPOLITAN PARK DISTRICT
65,984 AC
I.N. 200910001546888
PID 160-000163

BOARD OF PARK COMMISSIONERS OF
THE COLUMBUS AND FRANKLIN COUNTY
METROPOLITAN PARK DISTRICT
181,574 AC
I.N. 201012020163960
PID 040-006552

AREA TO BE ANNEXED
PROPOSED CITY OF GROVE CITY CORPORATION LINE
EXISTING CORPORATION LINE (AS NOTED)

This exhibit was prepared from record information from the Franklin County Recorder's Office, and is not intended for the transfer of real property.

Total perimeter of annexation area is 14,033 feet, of which 5,420 feet is contiguous with the City of Grove City by Ordinance Numbers 98-93 and 107-05, giving 38% perimeter contiguity.

This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.



Heather L. King
Professional Surveyor No. 8307

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINKS, P.E., P.S.
FRANKLIN COUNTY ENGINEER
33 JAN 15 2015

RECEIVED
JAN 15 2015
Franklin County Engineer
Dean C. Rinks, P.E., P.S.

EMHT		Date: December 11, 2014
Evan, Macomber, Hunsicker & Bink, Inc. Engineers - Surveyors - Planners - Scientists 800 New Albany Road, Columbus, OH 43260 Phone: 614.775.0200 Fax: 614.775.0200 emh.com		Scale: 1" = 200'
Job No: 2014-1510		Sheet: 1 of 1
REVISIONS	DATE	DESCRIPTION

RECEIVED

JAN 15 2015

Franklin County Engineer
Dean C. Ringle, P.E., P.S.

PROPOSED ANNEXATION
236.4+/- ACRES

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By BB Date 1/15/15

FROM: JACKSON TOWNSHIP

TO: CITY OF GROVE CITY

Situate in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military Survey Number 478, being all of that 165.806 acre tract conveyed to Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District by deed of record in Instrument Number 201212190195409 and that 65.994 acre tract conveyed to Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District by deed of record in Instrument Number 200910300156888, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

BEGINNING in the easterly right-of-way line of Jackson Pike (State Route 104), in the line common to said 165.806 acre tract and that 37.141 acre tract conveyed to Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District by deed of record in Instrument Number 201101250012519, being in the existing City of Grove City Corporation line as established by Ordinance Number C-107-05, of record in Instrument Number 200511280248767;

Thence southeasterly, with the line common to said 165.806 and 37.141 acre tracts, said existing City of Grove City Corporation line, a distance of approximately 2460 feet to a point in the existing City of Columbus Corporation line as established by Ordinance Number 1740-78, of record in Deed Book 170, Page 789, being in the center of the Scioto River;

Thence with said existing City of Columbus Corporation line, with the center of said Scioto River, the following courses and distances:

Southerly, a distance of approximately 257 feet to a point;

Southerly, a distance of approximately 663 feet to a point;

Southerly, a distance of approximately 323 feet to a point;

Southerly, a distance of approximately 412 feet to a point;

Southerly, a distance of approximately 386 feet to a point;

Southerly, a distance of approximately 413 feet to a point; and

Southerly, a distance of approximately 456 feet to a point in the existing City of Grove City Corporation line as established by Ordinance Number C-88-93, of record in Official Record 24768D20, being at a northeasterly corner of that 191.574 acre tract conveyed to Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District by deed of record in Instrument Number 201012020163960;

Thence southwesterly, with the southerly line of said 65.994 acre tract, the northerly line of said 191.574 acre tract, that subdivision entitled "Hennigan's Grove Phase Two Section Two", of record in Plat Book 98, Page 20, that subdivision entitled "Hennigan's Grove Phase Two Section One", of record in Plat Book 99, Page 100, being said existing City of Grove City Corporation line (C-88-93), a distance of approximately 2960 feet to a point at the common corner of that tract conveyed to Charles and Susan B. Flannigan by deed of record in Official Record 6312C19 and that tract conveyed to Michael P. and Cathy S. Hooffstetter by deed of record in Instrument Number 201106090072690.

Thence with the line common to said 65.994 acre tract and said Hooffstetter tract, the following courses and distances:

Northerly, a distance of approximately 166 feet to a point;

Southwesterly, a distance of approximately 86 feet to a point; and

Northerly, a distance of approximately 66 feet to a point at the southeasterly corner of that tract conveyed to Judy L. Percell by deed of record in Instrument Number 201407290097225;

**PROPOSED ANNEXATION
236.4+/- ACRES**

-2-

Thence with the line common to said 65.994 acre tract and said Percell tract, the following courses and distances:

Northwesterly, a distance of approximately 386 feet to a point;

Northerly, a distance of approximately 151 feet to a point; and

Westerly, a distance of approximately 344 feet to a point in the easterly right-of-way line of said Jackson Pike;

Thence northerly, with said easterly right-of-way line, a distance of approximately 447 feet to a point in the southerly line of that tract conveyed to Ryan E. McKenna by deed of record in Instrument Number 201310040168379;

Thence with the line common to said 65.994 acre tract and said McKenna tract, the following courses and distances:

Easterly, a distance of approximately 199 feet to a point;

Northerly, a distance of approximately 280 feet to a point; and

Northerly, a distance of approximately 186 feet to a point in the southerly line of said 165.806 acre tract;

Thence westerly, with the line common to said 165.806 acre tract and said McKenna tract, a distance of approximately 263 feet to a point in the easterly right-of-way line of said Jackson Pike;

Thence with said easterly right-of-way line, the following courses and distances:

Northerly, a distance of approximately 189 feet to a point;

Northerly, a distance of approximately 528 feet to a point;

Northerly, a distance of approximately 180 feet to a point;

Northerly, a distance of approximately 270 feet to a point;

Northerly, a distance of approximately 1541 feet to a point; and

Northerly, a distance of approximately 421 feet to the POINT OF BEGINNING, containing 236.4 acres, more or less.

The above description is from record information only and is not to be used for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King - 1/14/15

Heather L. King
Professional Surveyor No. 8307

Date

Date: 04/25/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-26-16
1st Reading: 05/02/2016
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-26-16

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE
THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 2.45+ ACRES LOCATED AT
1401 BORROR ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 2.45+ acres located at 1401 Borrer Road, in Jackson Township to the City of Grove City and signed by Diane S. Peurach, as filed with the Board of County Commissioners of Franklin County, Ohio; and

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

WHEREAS, Section 709.031 of the Ohio Revised Code requires that the legislative authority of the municipality to which the annexation is proposed adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon its annexation.

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

SECTION 1. Upon its annexation to the City of Grove City, the 2.45+ acres located at 1401 Borrer Road, proposed for annexation by Diane S. Peurach, will receive the following municipal services from the City of Grove City:

Fire:	Jackson Township will continue to provide Fire protection.
Police:	The City of Grove City, Police department, will provide police protection.
Water:	The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Sanitary Sewer:	The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Solid Waste Collection:	Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.
Zoning:	In accordance with Section 1139.05(a) the Codified Ordinances of Grove City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

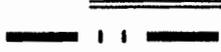
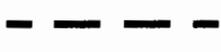
SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

CR-26-16

ANNEXATION PLAT

PROPOSED ANNEXATION OF 2.6015 ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY
PART OF VIRGINIA MILITARY SURVEY 6115, PART OF LOT 6 OF HOFFMAN LANDS
JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

LEGEND

-  EXISTING CITY OF GROVE CITY CORPORATION LINE
-  PROPOSED CITY OF GROVE CITY CORPORATION LINE
-  AREA PROPOSED FOR ANNEXATION

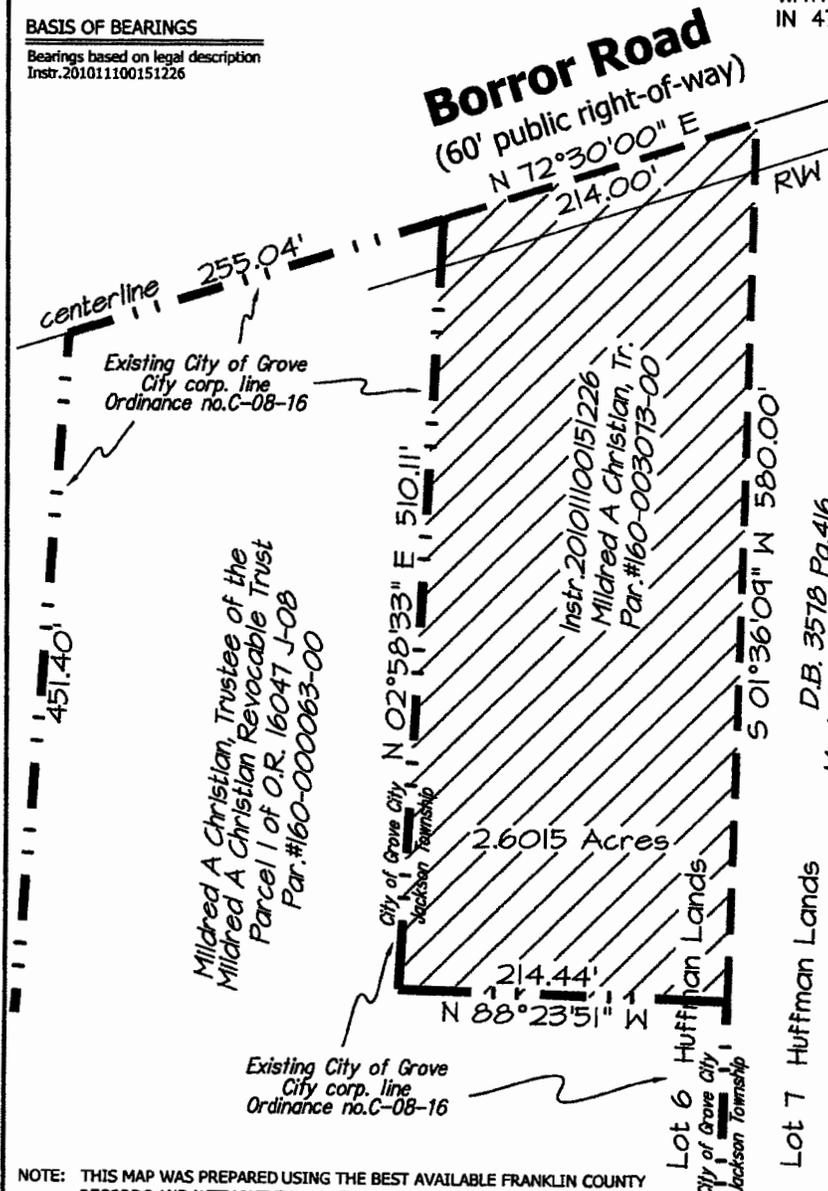
ADDRESS OF SUBJECT PROPERTY:
1401 BORROR ROAD, GROVE CITY, OH 43123

THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 1518.55' OF WHICH 724.55' IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 47.7% OF PERIMETER CONTIGUITY.

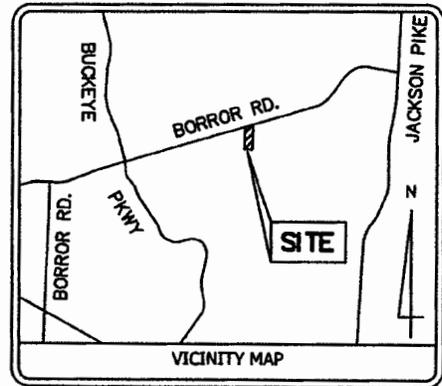
BASIS OF BEARINGS

Bearings based on legal description
Instr. 201011100151226



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

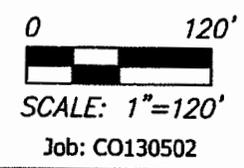
By 33 Date 4/18/16



D.B. 357B Pg. 416
Mark R & Leslie R Harbold
Par. #160-000084-00



Property Address:
1401 Borrор Road
Grove City, OH 43123
Franklin County Parcel
160-003073-00



CAMPBELL & ASSOCIATES, INC.
Land Surveyors
(800)233-4117
www.campbellsurvey.com

NOTE: THIS MAP WAS PREPARED USING THE BEST AVAILABLE FRANKLIN COUNTY RECORDS AND WITHOUT THE BENEFIT OF A BOUNDARY SURVEY. ALL DIMENSIONS SHOWN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AS SHOWN ON THE RECORD PLAT.


MATTHEW L. CAMPBELL REG. NO. 8546
CAMPBELL & ASSOCIATES, INC.
4-14-16
DATE

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

Description of a 2.6015 acre tract for annexation purposes

By BB Date 4/18/16

Situated in the State Ohio, County of Franklin, Township of Jackson, in Virginia Military Survey #6115, being that 2.6015 acre tract conveyed to Mildred A Christian, Trustee of the Mildred A Christian Revocable Trust dated November 1, 1990 as recorded in Instr.201011100151226, and being more fully described for annexation purposes as follows:

Beginning in the center of Borrer Road at a common corner of Lots 5 and 6, of the partition of the Hoffman Lands, as shown in Complete Record 4, Page 350, Common Pleas Court, Franklin County, Ohio. Said point also being the northwesterly corner of Mark R and Leslie R Harbold (Deed Book 3578, Page 416); thence South 01 degrees 36 minutes 09 seconds West, 580.00 feet along said Harbold to a northerly line of land conveyed to Mildred A Christian (O.R.16047, J-08);

thence along the existing City of Grove City corp. line (Ord. no.C-08-16) North 88 degrees 23 minutes 51 seconds West, 214.44 feet continuing along said Christian;

thence along the existing City of Grove City corp. line (Ord. no.C-08-16) North 02 degrees 58 minutes 33 seconds East, 510.11 feet along said Christian to the center line of Borrer Road;

thence North 72 degrees 30 minutes 00 seconds East, 214.00 feet along the center line of Borrer Road to the true place of beginning.

Containing 2.6015 acres of land, more or less. The basis of bearings for this description is N 72 degrees 30 minutes East as the center line of Borrer Road

All documents referenced herein are Franklin County Recorder's records.

The above description was prepared by Matthew L Campbell, P.S. 8546 of Campbell and Associates, Inc. in March of 2016 using the best available county records. The above description is not valid for transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

ANNEXATION PURPOSES ONLY

Property Address: 1401 Borrer Road, Grove City, Ohio 43123
Franklin County Parcel No. 160-003073-00

RECEIVED

APR 18 2016

Franklin County Engineer
Dean C. Ringle, P.E., P.S.

