

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

July 16, 2018

6:30 - Caucus

7:00 - Reg. Meet.

Presentations: City Scene Awards

LANDS: Mr. Schottke

- Ordinance C-36-18 Approve the Rezoning of 5.511 acres located East of the Hoover and Orders Roads intersection from SD-2 to PUD-R. Second reading and public hearing.
- Ordinance C-43-18 Accept the Annexation of 1.0 acres located at 4175 Casa Blvd. in Jackson Township to the City of Grove City, Ohio. First reading.
- Resolution CR-29-18 Approve the Preliminary Development Plan for Farmstead Subdivision with Development Text located at 62 Jackson Pike.
-

SAFETY: Ms. Houk

- Ordinance C-44-18 Authorize the Mayor and City Administrator to enter into an Agreement with the Fraternal Order of Police/Ohio Labor Council, Inc., Police Dispatchers. First reading.
-

SERVICE: Mr. Berry

- Ordinance C-42 -18 Enact Chapter 909 of the Codified Ordinances titled Small Cell Facilities and Wireless Support Structures within the Right-Of-Way and declare an emergency.
-

ON FILE: Minutes of: 7/16 Council Meeting

Date: 05/16/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: 30 Days:
Current Expense:

No.: C-36-18
1st Reading: 05/21/18
Public Notice: 05/23/18
2nd Reading: 07/16/18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-36-18

AN ORDINANCE FOR THE REZONING OF 5.511 ACRES LOCATED EAST OF THE HOOVER AND ORDERS ROADS INTERSECTION FROM SD-2 TO PUD-R

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 May 08, 2018 with the following stipulation:

1. Section 3(I)(3)(b) Building materials shall be amended to require 50% brick on the front (west) and rear (east) elevations.

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 SD-2 to PUD-R contingent upon the stipulation set by Planning Commission:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 6840 and being all of the remainder of that original 3.801 acre tract and that 3.004 acre tract conveyed to the Grove City Church of the Nazarene by deed, as recorded in Official Records, Instrument #200207030164295 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.

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

C-36-18
Exhibit A
ZONING DESCRIPTION
5.5 +/- ACRES



Situated in the State of Ohio, County of Franklin, City of Grove City, being a part of Virginia Military Survey No. 6840, and being all of the remainder of that original 3.801 acre tract and that 3.004 acre tract as conveyed to Grove City Church of the Nazarene in Instrument Number 200207030164295, all records being of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

BEGINNING at the northwesterly corner of said 3.801 acre tract and in the centerline of Old Hoover Road;

Thence along the northerly line of said 3.801 acre tract and the southerly line of that 34.239 acre tract as conveyed to Grove City Church of the Nazarene in Instrument Number 200310230339960, South 83° 49' 22" East, 924.36 feet, to a point in the northeasterly corner of said 3.801 acre tract, being in the northerly right of way line of Interstate 71;

Thence along said northerly right-of-way line and the easterly lines of said 3.801 acre tract and said 3.004 acre tract, South 50° 12' 50" West, 570.02 feet, to a point in the southeasterly corner of said 3.004 acre tract;

Thence along the southerly line of said 3.004 acre tract and the northerly line of that 1.292 acre tract as conveyed to Dale S. Weygandt and Denise M. Weygandt in Official Record 17516 E03, North 82° 39' 46" West, 328.62 feet, to a point in the southeasterly corner of that 1.294 acre tract as conveyed to the District Advisory Board of the Central Ohio District Church of the Nazarene in Instrument Number 200504180071317;

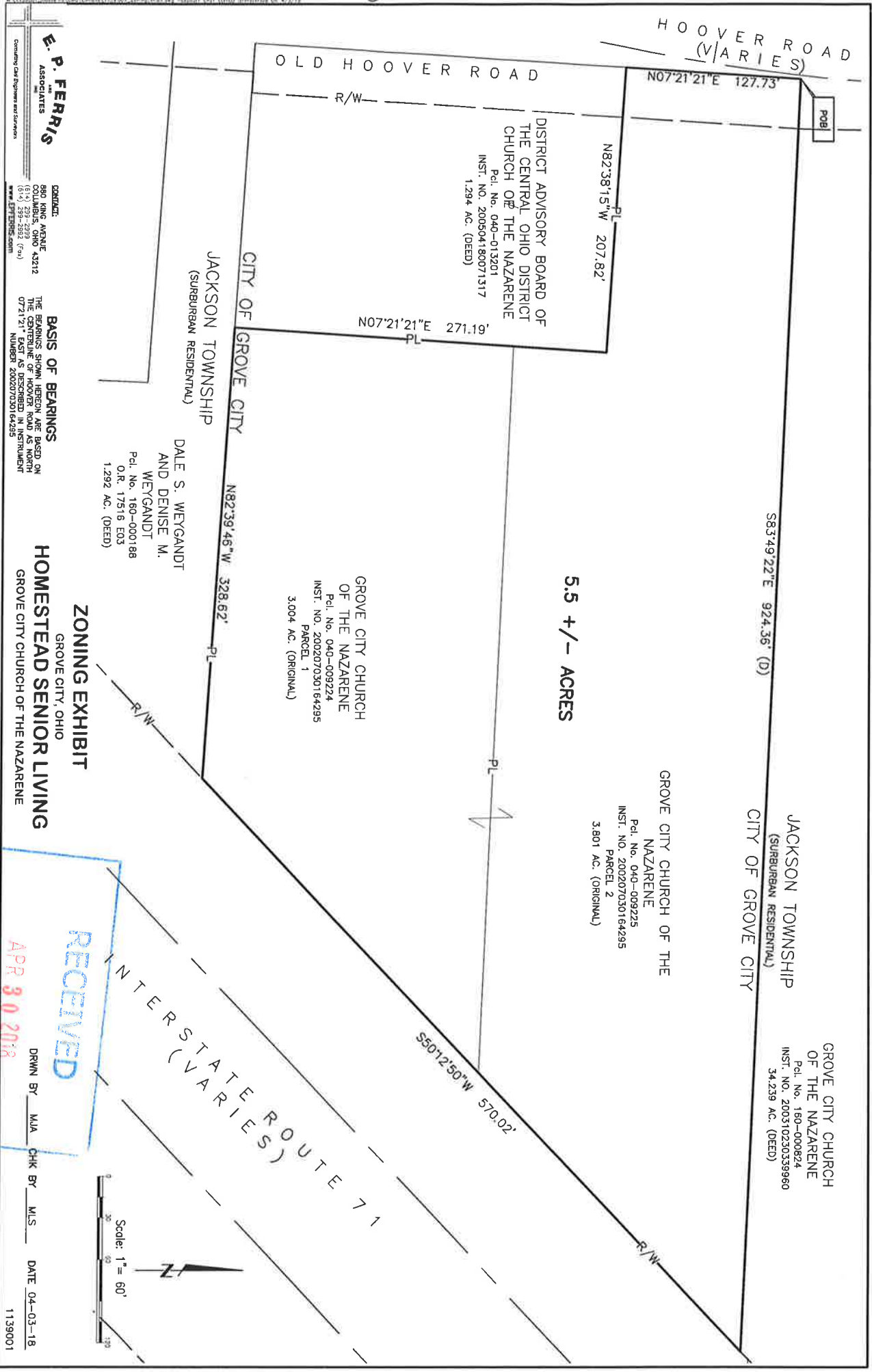
Thence along the easterly line of said 1.294 acre tract, North 07° 21' 21" East, 271.19 feet, to a point in the northeasterly corner of said 1.294 acre tract;

Thence along the northerly line of said 1.294 acre tract, North 82° 38' 15" West, 207.82 feet, to a point in the northwesterly corner of said 1.294 acre tract, being in the centerline of Old Hoover Road;

Thence along centerline of Old Hoover Road and the westerly line of said 3.801 acre tract, North 07° 21' 21" East, 127.73 feet, to the **POINT OF BEGINNING**, containing 5.5 acre, more or less.

This description is based on records obtained by E.P. Ferris and Associates in 2018 and is intended to be used for zoning purposes only.

C-36-18



E. P. FERRIS
ASSOCIATES

CONTACT:
880 KING AVE
COLUMBUS, OHIO 43212
(614) 233-2582 (Fax)
www.epferris.com

BASIS OF BEARINGS
THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTRIFUGAL FORCE OF HOOPER ROAD AS NORTH 07°21'21" EAST AS DESCRIBED IN INSTRUMENT NUMBER 200207030164295

ZONING EXHIBIT
GROVE CITY, OHIO
HOMESTEAD SENIOR LIVING
GROVE CITY CHURCH OF THE NAZARENE

RECEIVED
APR 30 2018

DRWN BY MJA
CHK BY MJS
DATE 04-03-18
1139001

GC PLANNING COMMISSION

PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R) ZONING TEXT

ZONING DISTRICT: Planned Unit Development-Residential (PUD-R) Zoning Text
PROPERTY ADDRESS: 5.511 Acres at the Intersection of Orders and Hoover Roads
OWNER: Grove City Church of the Nazarene
APPLICANT: AB Partners, LLC
c/o Brian Barker
Barker Holdings Ltd.
369 East Livingston Avenue
Columbus, Ohio 43215
Email: barker@sbi360.com
ATTORNEY: Donald T. Plank
Plank Law Firm, LPA
411 East Town Street, Floor 2
Columbus, Ohio 43215
Email: dtp@planklaw.com
DATE OF TEXT: April 4, 2018
APPLICATION #: 201804040014

1. INTRODUCTION:

The real property, the subject of this Zoning Text, is approximately 5.511 acres of vacant land as more particularly described on the attached legal description, submitted as part of the Method of Rezoning Application commonly known as Franklin County Auditor Tax Parcel Id. No.'s: 040-009224-00 and 040-009225-00 (the "Property"). The Property is located at the east side of the intersection of Hoover Road and Orders Road. The Property is currently owned by the Grove City Church of the Nazarene and is zoned SD-2. Vehicular traffic to and from the Property will be from Hoover Road.

For purposes of this Zoning Text, the terms and words contained herein carry their customarily understood meanings. Words used in the present tense include the future, and plural includes the singular and singular the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as though followed by the words "or intended, arranged or designed to be used or occupied". In case of any conflict between this Zoning Text and the City Planning and Zoning Code (the "Zoning Code"), this Zoning Text shall control.

All provisions of this Zoning Text are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision is invalid, the remaining provisions and the application of those provisions shall not be deemed affected by that decision.

Any use not permitted herein shall be considered prohibited, except that use may be permitted if approved by City Council as part of the Development Plan.

2. PERMITTED USES:

Uses permitted on the Property shall be residential condominiums and/or multi-family dwellings, and private support facilities and accessory uses such as a multi-family rental office/management site, dog park, and other indoor and outdoor activity areas limited to the use by residents, occupants, and their guests. All residential units on the Property shall be age restricted to ages 55 years and older in compliance with The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended).

3. DEVELOPMENT STANDARDS:

The development of the Property shall comply with the following development standards and the approved final development plan for the Property.

- a. **Density.** The maximum number of residential dwelling units shall not exceed one hundred and thirty (130), for a maximum density of twenty-four (24) dwelling units per acre.
- b. **Maximum Percentage of Lot Coverage.** (Principal and Accessory Buildings). twenty-five percent (25%).
- c. **Minimum Unit Floor Area.** One-bedroom units shall be a minimum of five hundred and ten (510) square feet. Two-bedroom units shall be a minimum of seven hundred and forty (740) square feet.
- d. **Maximum Height of Principal Building.** Three-story or a maximum of forty-five (45) feet above the finished first floor elevation.
- e. **Minimum Setbacks.**

Property Line	Building	Parking & Drive Aisle
North	40'	10'*
South	50'	10'
West (from adjacent property)	25'	10'
West (from Hoover Road R.O.W.)	25'	25'**
East	40'	10'

**The parking/drive aisle setback at 10' from the north property line shall apply, except for any and all entrance drives into the Property from the public right-of-ways and those drives that encroach onto the adjacent property to the north.*

***The parking/drive aisle setback at 25' from the west property line shall apply, except for any and all entrance drives into the Property from the public right-of-ways.*

- f. **Minimum Off-Street Parking Space Requirements.** There will be a minimum of 1.25 spaces provided per dwelling unit (157 total) with handicapped spaces provided per ADA requirements (6 spaces, included within total). Parking spaces will be nine (9) feet by eighteen (18) feet.
- g. **Common Open Space.** Open space will be depicted on, and approved as part of, the Development Plan. Applicant will cluster buildings and units to create open space and outdoor amenities and to encourage internal pedestrian connectivity. Connectivity will be provided to the existing multi-purpose trail and sidewalk along Hoover Road.

The Applicant will establish and reserve an easement area over a portion of the Property for a City-owned pedestrian bridge for a multi-purpose trail from the City-owned property east of I-71 (future park) to connect to the existing multi-purpose trail along Hoover Road. The easement area shall be above ground and generally located in the northeast corner of the Property, as shown on the exhibit/plan sheet entitled, Potential Pedestrian Bridge Easement Area, dated 02/26/2018.

Please note: It is not feasible for Applicant to provide a total of 5.824 acres of open space for the proposed development of this Property, which is required pursuant to Section 1101.09(b)(2)(C) of the Zoning Code. The total acreage of the Property is 5.511 acres; thus, the total acreage required for the required open space is more than the total acreage of the Property. If the open space requirements pursuant to Section 1101.09(b)(2)(C) are not met, Applicant is either required to pay a recovery fee under Section 1101.09(a) of the Zoning Code or may request, and obtain, approval of a "good cause" deviation as set forth in Section 1101.09(b)(7) of the Zoning Code.

Therefore, in exchange for the grant of easement to the City as further described in this Zoning Text at Section 3(g) above, Applicant requests a "good cause" deviation pursuant to Section 1101.09(b)(7) of the Zoning Code (from the requirements of Section 1101.09(b)(2)(C) and/or Section 1101.09(a)) as participating in "providing a significant infrastructure improvements that benefit areas outside the proposed development".

- h. **Access/Traffic-Related Commitments.** Internal drives and drive aisles providing access to the building and parking areas shall be privately owned and maintained with a minimum pavement width of twenty-four (24) feet. Drives composition and other standards may be permitted to deviate from public roadway standards. Such deviations shall be approved as part of the Development Plan. Drives will feature curbs, and sidewalks five (5) feet in width. Parking shall be prohibited on both sides of the drives per the Code. "No Parking Fire Lane" signs shall be posted on both sides of drives.
- i. **Building Design and/or Exterior Treatment.**
 - 1. **Roof:** The main architectural roof on the building shall have a minimum 6:12 pitch. Roof accents shall have roof pitches ranging from 4:12 to 12:12. The roof shall have a minimum of 25-year asphalt dimensional shingles with pre-finished gutters and downspouts, minimum 240 pound per square and maximum of 5-5/8 inch exposure.

Other approved roofing materials shall include slate tile, standing seam metal (for accent roofing details only), and wood shingles or shakes.

2. Architecture:

- a. The building shall feature articulated building elements such as porticos, dormers, recesses, awnings, or similar elements to break up the building mass.
- b. Accessory structures including maintenance structures, garages, carports, dumpster enclosures, and other community facilities shall be designed and finished with the same level of architectural detail and treatment as the primary building.

3. Building Materials:

- a. Smart wood, brick, stone, fibrous cement siding (with wood board appearance), stucco, and vinyl siding products are the permitted finish building materials.
- b. The building will have brick on all elevations with each of its front (west elevation) and rear (east elevation) façades ranging from thirty percent (30%) to fifty percent (50%) of the elevation surface (windows and doors, including garage doors, if any, shall be excluded from the calculation).
- c. All finished materials shall be low-gloss, and the use of high-chroma colors is prohibited.
- d. Vinyl: Shall be a minimum of 0.044" thickness, applied over a minimum of 7/16" sheathing. All vinyl elevations shall have a minimum 4" side frieze or fascia boards.
- e. Stucco: Includes material such as E.I.F.S, when resulting in a true stucco appearance.

4. Window Trim:

- a. A minimum of forty percent (40%) of all windows on the front elevation, a minimum of twenty-five percent (25%) of all windows on the rear elevation of the building, and a minimum of fifteen (15%) of side elevations windows, shall have decorative shutters.
- b. Shutters shall be standard width (not less than 12" width).
- c. Special brick detailing, such as soldier course or rowlock shall be used on the top and bottoms of windows within a brick elevation and windows within a stone elevation shall use lintels and sills to create a "trim" on the top and bottom of those windows.

j. Buffering, Landscaping, and/or Screening Commitments.

- a. Decorative fencing, landscape screening and improvements, or carports (designed and finished with the same level of architectural detail and treatment, including type of building materials, as the primary building), or a combination thereof, will be installed along the south property line of the Property to screen the development from the single-family residential use to the south. All other buffering, landscaping, and/or screening, including an embellished and landscaped front entrance feature, shall be as shown on the landscape plan approved as part of the Development Plan.
- b. Landscaping within and around parking areas and buildings shall meet the requirements of Section 1136.06 of the Zoning Code, unless deviations are requested and approved by the City Council as part of the Development Plan.
- c. As set forth in Section 3(j)(a) above, an embellished entrance feature shall be provided at the Property's entrance, including a landscape median separating traffic lanes; substantial landscaping; and a pond, if feasible, similar to that at the entrance to the Margie's Cove subdivision west of Hoover Road.

k. Miscellaneous.

- a. The Stream Corridor Protection Zone ("SCPZ") and 100-year floodplain zone are located in the northeastern portion of the Property. A portion of the parking area shall be permitted within both areas. Applicant will mitigate and provide any necessary controls due to this impact as required in the Grove City Stormwater Design Manual.
- b. Deviations from the standards, requirements, and permitted uses set forth herein as well as the Zoning Code, the Stream Corridor Protection Policy, and standard drawings may be approved by City Council through the Development Plan process, as long as they are consistent and harmonious with the overall intent of the development and do not diminish, detract, or weaken the overall compatibility between the uses within or in proximity of the Property.

Date: 07/05/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-43-18
1st Reading: 07/16/18
Public Notice: 07/17/18
2nd Reading: 08/06/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-43-18

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 1.0+ ACRES LOCATED AT 4175 CASA BLVD. IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 1.0+ acres, more or less, in Jackson Township was duly filed by Christopher A. and Susanna E. Graham; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on April 17, 2018; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on May 09, 2018.

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

SECTION 1. The proposed annexation, as applied for in the petition of Christopher A. and Susanna E. Graham, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on March 14, 2018 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on April 17, 2018, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1383. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

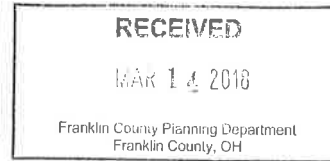
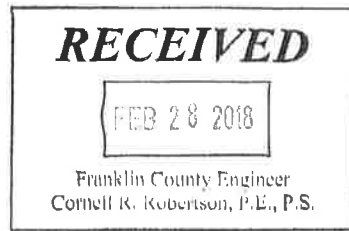
SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 1. A map is attached as "Exhibit B" and made a part hereof.

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

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

Steven R. Robinette, President of Council

Passed:



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By FAR/RJN Date 02/28/2018

C-43-18 ANN-07-18
Exhibit A

Description of a 1.000 acre tract for annexation purposes

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 1383, and being all of Lot 170 and Lot 171 of Castle Farms Subdivision as recorded in Plat Book 21, Page 3 as conveyed to Christopher A Graham by OR 25433 Pg.G-02 and OR 33445 Pg.C-12 and being more particularly described for annexation purposes as follows:

Beginning at the northwesterly corner of said Lot 171, said point being on the southerly right-of-way of Casa Boulevard;

thence easterly approximately 236.29' along said southerly right-of-way of Casa Boulevard to the easterly line of said Lot 170;

thence southerly approximately 186.03' along said easterly lot line to the northerly line of Hoover Park Section 7, Part 1 (P.B. 103, Pg. 60), being the existing City of Grove City corporation line as established by Ordinance Number C-53-79 as recorded in M.R.172 Pg.829;

thence westerly approximately 236.31', continuing along said corporation line, southerly line of Lots 170 and 171, and said northerly line of Hoover Park Sec. 7, Part 1 to the westerly line of said Lot 171;

thence leaving said corporation line, northerly along the westerly line of Lot 171 approximately 182.68' to the point of beginning, containing approximately 1.000 acres of land, more or less.

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 January of 2018 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: 4175 Casa Blvd, Grove City, OH 43123

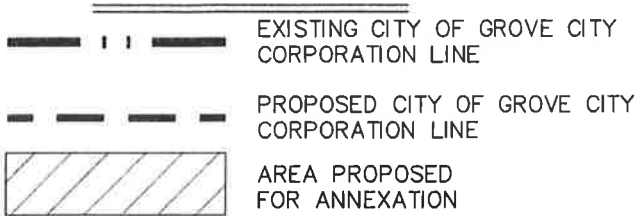
Franklin County Parcel No. 160-000814-00



ANNEXATION PLAT

PROPOSED ANNEXATION OF LOT 170 AND LOT 171 OF CASTLE FARMS SUBDIVISION
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

LEGEND



ADDRESS OF SUBJECT PROPERTY:
4175 CASA BLVD, 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 841.31'± OF WHICH 236.31'± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 28.0% OF PERIMETER CONTIGUITY.

Rear Adjoiner's Info:
Lot 285 - Joseph K Kirker
Instr.200412020274251

Lot 286 - Corey D Watson
Instr.201509250135075

Lot 287 - Sharon E Gompf
Instr.201708290119125



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE

CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

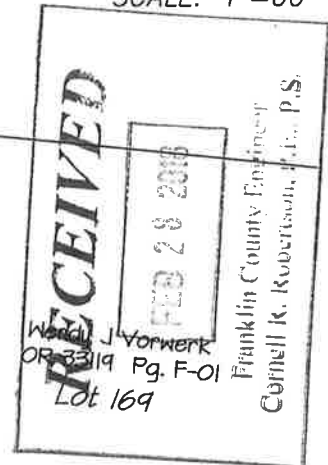
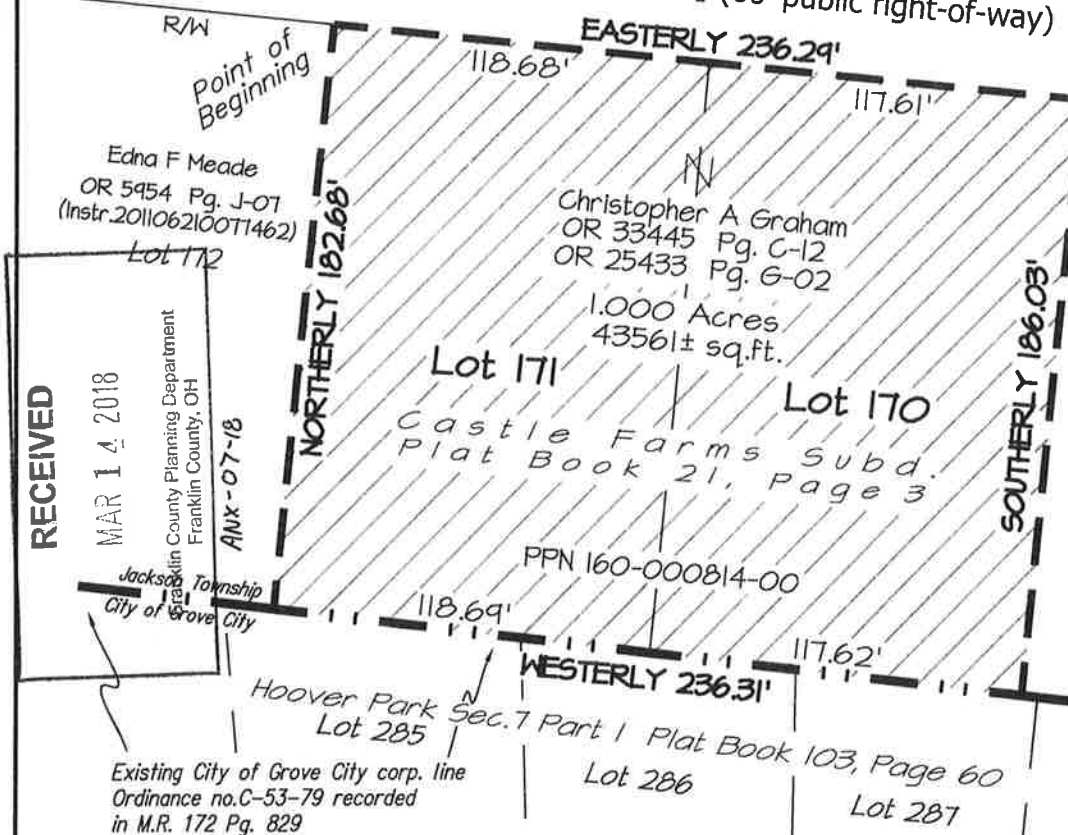


By FAC/RTN

Date 02/28/2018

SCALE: 1"=60'

CASA BLVD. (60' public right-of-way)



Vicinity Map:



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
CAMPBELL & ASSOCIATES, INC.

REG. NO. 8546

2-26-18
DATE

Property Address:
4175 Casa Blvd
Grove City, OH 43123
Franklin County Parcel
160-000814-00

Job: CO147514

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

Date: 06/12/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-29-18
1st Reading: ~~06/18/18~~
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

Postponed
7/16/18

RESOLUTION NO. CR-29-18

A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR FARMSTEAD SUBDIVISION WITH DEVELOPMENT TEXT LOCATED AT 62 JACKSON PIKE

WHEREAS, on June 05, 2018, the Planning Commission recommended approval of the preliminary development plan for Farmstead subdivision, as submitted.

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 Preliminary Development Plan for Farmstead subdivision with Development Text, located at 62 Jackson Pike, as submitted.

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

City of Grove City, Ohio
Project Narrative and Development Standards Text

For:



Farmstead

May 25th, 2018

Applicant:

Grand Communities, LLC.
Contact: Jason M. Wisniewski
3940 Olympic Boulevard, Suite 100
Erlanger, Kentucky 41018
(859) 344-3136

Project Engineer:

Civil & Environmental Consultants, Inc.
Contact: Tim Volchko, P.E.
250 Old Worthington Bridge Road, Suite 250
Worthington, Ohio 43085
(614) 540-6633

Farmstead Planned Unit Development (PUD) Preliminary Development Plan Application Submittal

Application Index:

The following are included herein as part of the required items for the Development Plan Application:

- 1. Title Page**
- 2. Project Narrative**
- 3. Project Outline/Materials List**
- 4. Development Standards Text**
- 5. Exhibits/Appendix**
 - a. Exhibit A Metes and Bounds Legal Description
 - b. Exhibit B Record Survey
 - c. Exhibit C Preliminary Development Plan
 - d. Exhibit D Sub-Area Plan
 - e. Exhibit E Street Circulation and Cross-Section Plan
 - f. Exhibit F Conceptual Open Space and Landscaping Plan
 - g. Exhibit G Conceptual Signage Plan
 - h. Exhibit H Conceptual Sidewalk and Pathway Plan
 - i. Exhibit I Product Offering Examples
 - j. Exhibit J Traffic Impact Study
 - k. Exhibit K Model Home Layouts and Signage Elements

FARMSTEAD – PROJECT NARRATIVE

Farmstead is a residential master planned community located east of Hawthorne Parkway along Jackson Pike. The modern farmhouse-themed community consists of various single-family detached residential housing products, single-family attached residential, active and passive open spaces, and a proposed school (elementary).

Farmstead's primary access is from Jackson Pike, and the Development Plan proposes an efficient, curvilinear internal roadway system that connects to all existing stub streets. Hawthorne Parkway will be extended in phases from Jackson Pike to its current terminus at the western boundary; thus, meeting the objectives of Grove City's Thoroughfare Plan, and providing a landscaped gateway for the community.

In addition, Farmstead encourages walkability through an extensive sidewalk and path network that connects existing adjacent open spaces including Indian Trails Park along the western boundary. The paths will vary in size and materials so that they can be constructed and themed with respect to the existing conditions in which they are located. Farmstead includes numerous active and passive open spaces throughout the community, and includes a central amenity center. All residents of Farmstead will have access to the amenity center – owned and maintained by a mandatory Homeowners Association – which may include a clubhouse/cabana, pool(s), playground/tot lot, and parking area.

A number of natural features inform and influence the community design, including the wooded floodplain areas in the north and west portions of the site, wetlands, and existing hedgerows/tree lines. The preliminary development plan preserves, to the greatest extent possible, these natural features so that they increase home values and enhance the lifestyles/character of the community.

In summary, Farmstead provides a variety of new, high-quality housing opportunities in Grove City, conforms to the City's Comprehensive Plan, and minimizes impacts on City services.

FARMSTEAD – GENERAL DEVELOPMENT STANDARDS

The Farmstead Planned Unit Development (PUD) consists of five (5) parcels totaling approximately two hundred six (206) acres located along the west side of Jackson Pike and east of Hawthorne Parkway, and is further depicted on the Preliminary Development Plan (Exhibit C).

Unless otherwise specified in the submitted drawings or in this written text, the development standards of Part Eleven – Planning and Zoning Code of the Codified Ordinances of the City of Grove City (Local legislation current through 12-4-17) shall apply. Basic development standards are compiled regarding the proposed density, site issues, traffic, circulation, landscape, and architectural standards. These component standards ensure consistency and quality throughout the property's development.

For the purposes of the Farmstead PUD, the plan is divided into nine (9) "sub-areas" which are identified on the Sub-Area Plan (Exhibit D). Sub-Areas A through G allow various single-family detached residential, Sub-Area H allows single-family attached residential, and Sub-Area I is reserved for future development of a school. The General Development Standards are as follows:

DENSITY AND YIELD

A maximum of five-hundred thirty-five (535) residential dwelling units are allowed, with an approximate gross density of two-and-six-tenths (2.60) dwelling units per acre.

In the event the school is not developed, an additional twenty-five (25) residential dwelling units will be allowed within Sub-Area I, increasing the maximum amount of dwelling units to five-hundred sixty-five (560). Residential development in Sub-Area I is subject to the same development standards as Sub-Area G.

SCHOOL (SUB-AREA I)

Approximately eleven (11) acres of land – identified as Sub-Area I on the Sub-Area Plan (Exhibit D) – is reserved for a school (elementary) to be developed by others.

STREETS AND CIRCULATION

Interior street patterns, exterior road connections/intersections, and proposed street cross-sections shall be generally consistent with depictions on the Preliminary Development Plan (Exhibit C) and the Street Circulation and Cross-Section Plan (Exhibit E). In addition, the following standards shall apply:

1) Traffic:

- a) Traffic improvements required by this PUD are identified and summarized in the Smart Services, Inc. "Farmstead Traffic Impact Study" dated May 2018 (Exhibit J).

OPEN SPACE

Open space shall be generally consistent with depictions on the Conceptual Open Space and Landscaping Plan (Exhibit F). However, open space calculations on final engineering/plats may be reduced by up to three percent (3%) from calculations provided herein without approval from the City Planning Commission and/or City Council. Open space depicted on Exhibit F shall serve the entire PUD, and each sub-area is not required to provide additional open spaces to meet the overall PUD open space requirements. In addition, the following standards shall apply:

- 1) All open spaces, including stormwater detention/retention ponds, shall be owned and maintained by the Homeowners Association unless otherwise agreed to with the City. Open spaces will be deeded to the Homeowners Association, and transfers will occur in phases after the open spaces are developed.
- 2) Sub-Area I (proposed school site) shall count towards the minimum open space (either active or passive) requirements.
- 3) Entry features, fencing, walls, signage, columns/piers, fountains, and related landscaping and lighting are permitted within open spaces.

RECREATION FACILITIES

An amenity center for the benefit and use of residents of Farmstead is located within "Reserve C" as depicted on Preliminary Development Plan (Exhibit C). The amenity center area may include, but is not limited to recreational facilities such as clubhouse/cabana, pool(s), fitness center, common gathering areas, athletic courts or fields, playground equipment/tot lot, parking areas, trails, etc. Such services are considered accessory to the residential development and may include some business sales (vending, snack bar, physical exercise classes, and therapy) as a minor use. Any business sales shall require approval by the City Planning Commission.

LANDSCAPING, BUFFERING, AND SCREENING

Landscaping, buffering, and screening shall be in general conformance with the Conceptual Open Space and Landscaping Plan (Exhibit F). In addition, the following standards shall apply:

- 1) Any portion of a lot not occupied by a building, driveway, parking area, etc. shall be landscaped with lawn as a minimum.
- 2) **Tree Protection and Replacement:**
 - a) Developer(s)/ Builder(s) shall make reasonable and good faith efforts to preserve existing healthy trees on-site during construction.
 - b) Tree replacement shall meet city code requirements. Replacement quantities and locations shall be determined at time of Final Development Plan approval.
 - c) Existing trees that are two inches (2") in caliper and larger in good condition to be preserved may be credited toward screen requirements with City Staff approval.
- 3) **Street Trees (Along Hawthorne Parkway Extension):**
 - a) Street trees shall only be required along Hawthorne Parkway, and shall be spaced at a maximum of fifty feet (50') for large class trees, forty feet (40') for medium class, and thirty feet (30') for small class.
 - b) Street trees shall be permitted to vary in species from one another so long as they are in accordance with the City's plant list. Invasive plant species – as listed by the Ohio Department of Natural Resources (ODNR) shall be prohibited and the use of native plants will be encouraged.

- c) Street trees shall be located outside of the right-of-way and, on either side of the shared-use path, if provided, to create an informal, clustered arrangement.
- d) At time of installation, all street trees shall have a clear canopy height of at least five feet (5') above the ground for traffic safety purposes.

4) Within the right-of-way of local streets and within any provided sidewalk and landscape easement the developer may install massings of ornamental shrubs, grasses, perennials, or rain gardens, provided that they do not obstruct sight-distance at intersections, encroach upon pedestrian facilities, or obstruct pedestrian visibility, and subject to approval by the City Engineer.

5) Landscape Materials:

- a) All landscape/plant materials shall conform to the standards of the American National Standards Institute (ANSI) Z.60 and shall have passed any inspection required under state regulations.
- b) Invasive plant species – as listed by the ODNR – are prohibited within this PUD. The use of native species is encouraged.
- c) The minimum size requirements for plant material installed within the PUD are as follows:
 - (i) Deciduous trees: two-and-one-half inch (2-½") caliper.
 - (ii) Evergreen trees: six feet (6') height.
 - (iii) Ornamental trees: one-and-one-half inch (1-½") caliper if single-stem or six feet (6') height if multi-stem.
 - (iv) Evergreen and deciduous shrubs used for screening purposes: twenty-four inch (24") height and spread.
 - (v) All other evergreen and deciduous shrubs: two (2) gallon container.

6) Screening:

- a) Mounding shall be provided along Hawthorne Parkway and Jackson Pike, in general conformance with the Conceptual Open Space and Landscaping Plan (Exhibit F). In addition, the following standards shall apply:
 - (i) Mounding shall range in height from a minimum of four feet (4') to eight feet (8').
 - (ii) Mounding slopes may range from 3:1 to 10:1.

- (iii) The surface of any mound shall be planted in turf grass at a minimum. Planting on the mound per code requires a double staggered row of evergreen trees at a minimum six foot (6') height and maximum twenty foot (20') spacing, one (1) minimum two inch (2") caliper small class tree, and two (2) minimum eighteen inch (18") height deciduous shrubs per forty feet (40') of property line area to be planted.
 - (iv) Mounding shall vary in height and slope to create a rolling, natural appearance.
 - (v) Mounding shall be located outside the public right-of-way and shall not obstruct site distance at any driveways or public intersections.
- b) All fencing must meet all City Codes unless otherwise noted otherwise herein. In addition, all fences and/or enclosures must be approved in writing by the Homeowners Association prior to installation.
 - c) Chainlink fences are not permitted in this PUD.

GRAPHICS AND SIGNAGE

All graphics and signage shall conform to the Grove City Planning and Zoning Code unless approved otherwise by Grove City Council as part of this PUD. Project signage including temporary signage, model home signage, and marketing signage as depicted on the Conceptual Signage Plan (Exhibit G) is permitted within this PUD. Any signs not specifically included in this text and/or exhibits shall be subject to City Staff approval. A final signage package is required for review and approval by the Grove City Planning and Zoning Commission at the time of Final Development Plan approval for each phase.

All marketing signage will be removed from the site within sixty (60) days of the final homesite being sold to a third-party buyer.

The design and materials for street signs and roadway regulatory signs shall be per City standards and/or otherwise subject to approval by the City Engineer.

SIDEWALKS AND PATHWAYS

All sidewalks and pathways – as depicted on the Conceptual Sidewalk and Pathway Plan (Exhibit H) – shall be installed by the Developer(s) and/or Builder(s), unless otherwise agreed to with the City. In addition, the following standards shall apply:

- 1) A pathway is permitted on only one (1) side of a public street in-lieu of sidewalks on both sides.
- 2) The final locations for pathways shown on Exhibit H shall be determined during construction in order to balance aesthetic placement with construction feasibility, topographic features and/or existing vegetation.

LIGHTING

Unless otherwise specified by the City's Codes, or agreed to with the City, the following lighting standards shall apply:

1) Roadway Lighting:

- a) All lighting fixtures, posts, bases, arms, and accessories shall be permitted to be decorative in nature. Light source shall be Light-Emitting Diode (LED). Fixtures shall be specified on the Lighting Plan, within this text, or as otherwise approved by the City Engineer. Street light fixtures shall be full cut-off.
- b) Street light poles, arms, and bases shall be approved by the City Engineer.
- c) The developer(s)/builder(s) shall provide pedestrian lighting along the shared-use path along Hawthorne Parkway to the approval of the City Engineer. Constant foot-candle light levels and shall not be required and light locations may be staggered on opposite sides of the road.

2) Landscape Lighting:

- a) Landscape lighting is permitted so long as it emanates from a concealed source.
- b) All landscape lights shall be arranged to direct light away from exterior streets and/or adjacent properties.
- c) Except for temporary holiday or celebratory purposes, colored lights are not permitted to illuminate building exteriors.

MAIL DELIVERY

Mail delivery is intended to occur in two (2) manners; to individual mailboxes/residences throughout the single-family detached areas (Sub-Areas A-G) and to cluster box units (CBUs) for the single-family attached (Sub-Area H) of Farmstead. However, the ultimate decision for how mail delivery occurs resides with the United States Postal Service (USPS). Current USPS trends require mail delivery to CBUs rather than individual lots, regardless of residential uses (i.e. attached vs. detached). Unless otherwise specified by the City's Codes, or agreed to with the City, the following mail delivery standards shall apply:

- 1) CBUs shall be located on side of the street upon which on-street parking is permitted.
- 2) CBUs shall be located inside of the public right-of-way unless required by the USPS.

HOMEOWNERS ASSOCIATION (HOA)

A private, mandatory Master Homeowners Association (Master HOA) shall be established. Under the Master HOA, separate Homeowners Associations (HOA) shall be established for the single-family detached areas (Sub-Areas A through G) and single-family attached area (Sub-Area H), which shall own and maintain all private open spaces within the respective sub-area.

MODEL HOMES

Conceptual layouts, landscaping, and signage for model homes in Farmstead are included herein as Exhibit K (Model Home Layouts and Signage Elements). In addition to the exhibits provided herein, the following standards shall apply:

- 1) Individual homes may be used as model homes by the Developer(s)/Builder(s) for the purpose of marketing and sales.
- 2) Manufactured and/or modular buildings are permitted for use as a sales office during the development of the project and the construction of residential units therein.

UTILITIES

All utility lines internal to the development shall be placed underground, whenever feasible, including water service, electricity, telephone, gas, and their connections or feeder lines. Meters, transformers, etc. may be placed above ground, but shall be reasonably attempted to be discreetly located at the rear of lots when possible.

FUTURE AGREEMENTS

Concurrently with zoning and prior to issuance of a building permit, the Developer/Builder shall enter into a Developer's Agreement with the City as necessary to construct the project, and as directed by the City's Law Director.

REGULATED STREAMS AND/OR WETLANDS

All streams and wetlands shall be permitted and mitigated for in accordance with the rules and regulations of the United States Army Corps of Engineers (USACE) and/or the Ohio Environmental Protection Agency (OEPA).

The following development standards are in addition to the General Development Standards, and apply to the single-family detached residential areas as depicted on the Preliminary Development Plan (Exhibit C) and Sub-Areas A through G as depicted on the Sub-Area Plan (Exhibit D). The Single-Family Detached Development Standards are as follows:

Permitted uses in single-family detached sub-areas include the following:

- There shall be a maximum of four hundred fifteen (415) single-family detached dwelling units in Sub-Areas A through G as depicted on the Sub-Area Plan (Exhibit D). Minimum lot standards for each sub-area are as follows:

Sub-Area	Minimum Lot Width	Minimum Front Setback	Minimum Side Setback	Minimum Rear Setback	Minimum Floor Area
Sub-Area A	60'	25'	5'	20'	1,200 sq. ft. (ranch)
					1,500 sq. ft (two-story)
Sub-Area B	80'	30'	5'	20'	1,800 sq. ft. (ranch)
					2,100 sq. ft (two-story)
Sub-Area C	50'	20'	5'	20'	1,400 sq. ft. (ranch)
					1,800 sq. ft. (two-story)
Sub-Area D	60'	25'	5'	20'	1,200 sq. ft. (ranch)
					1,500 sq. ft (two-story)
Sub-Area E	80'	40'	5'	20'	1,200 sq. ft. (ranch)
					1,500 sq. ft (two-story)
Sub-Area F	70'	25'	5'	20'	1,200 sq. ft. (ranch)
					1,500 sq. ft (two-story)
Sub-Area G	60'	25'	5'	20'	1,200 sq. ft. (ranch)
					1,500 sq. ft (two-story)

- 1) Lot width minimums are measured at the front setback line.
- 2) Corner lots shall increase the side setback along the adjoining right-of-way (i.e. the right-of-way not along the front of the lot) to one half ($\frac{1}{2}$) the minimum front setback.
- 3) Building separation shall be a minimum of ten feet (10').
- 4) The maximum building height is thirty-five feet (35') from finished grade at the front of the home to the mid-point of the gable.
- 5) Minimum floor areas exclude any basement and/or walk-out floor area.

ARCHITECTURAL STANDARDS

Farmstead is themed as a modern farmhouse community, and representative architecture planned for each sub-area as depicted on the Product Offering Examples (Exhibit I). The following architectural standards shall apply to Sub-Areas A through G:

- 1) **Color Palettes:**

- a) Bold and neutral color palettes are permitted on home exteriors. A mixed palette on a single building should be carefully selected so that all colors are harmonious.

- 2) **Exterior Materials:**

- a) Permitted materials include the following:

- (i) Brick veneer.
- (ii) Stone, cultured stone, and/or stone veneer.
- (iii) Fiber cement board.
- (iv) Stucco.
- (v) Dryvit (EIFS).
- (vi) Wood lap siding, composite lap siding, and cedar shake (painted or stained).
- (vii) Vinyl siding with a minimum thickness of 0.044.
- (viii) For this PUD, Items (i) through (v) are considered "masonry" materials.

3) Roofs:

- a) The main roof pitch shall be a minimum 5:12.
- b) Roof pitches shall be appropriate for the architectural style of the home. Extruded aluminum gutters with downspouts are allowed.
- c) The composition of all pitched roofs shall be asphalt shingles, cedar shake shingles, or slate.
- d) Roof overhangs are not required in Sub-Areas A, D, E, F, and G. Roof overhangs in Sub-Areas B and C shall be a minimum of eight inches (8") on the front and rear.

4) Windows and Doors:

- a) Vinyl windows and vinyl-coated or aluminum clad wood window and door frames are permitted.

5) Mechanical Equipment:

- a) Utility meters and air conditioning equipment must be located in the side or rear yards, and all such improvements should be located in a manner as to minimize offensive noises, odors, and/or appearances to adjoining properties.
- b) All plumbing vents and roof ventilators shall be installed to minimize their appearance from the front. All plumbing vents or other roof appurtenances must be painted to match the roof color.
- c) Roof pitches shall be appropriate for the architectural style of the home. Extruded aluminum gutters with downspouts are allowed.

6) Garages, Driveways, and Parking:

- a) A minimum two-car attached garage is required for all dwelling units.
- b) Front-entry and side-entry garages are permitted in all sub-areas, with the exception of Sub-Area E, which requires side-entry garages. Carriage-style garages are considered side-entry.
- c) No more than three (3) garage bays may face the street on front-entry garages.
- d) Driveways shall be a maximum of eighteen feet (18') at the right-of-way, and shall be setback a minimum of one foot (1') from all side property/lot lines.
- e) Driveways shall be paved with concrete or decorative pavers.
- f) All homes shall have a sidewalk connecting the driveway or street to the front door of the home.

7) Accessory Uses:

- a) Above-ground swimming pools are prohibited. In-ground swimming pools and hot tubs/spas are permitted so long as they conform to all City Codes and are approved in writing by the Homeowners Association prior to installation.
- b) Play equipment, including but not limited to swing sets, trampolines, basketball backboards, and play areas are allowed on a lot only after the location and materials of those structures are approved in writing by the Homeowners Association prior to installation.
- c) All trash, garbage, or other rubbish shall be kept in each owner's garage, except on the days which the trash, garbage, or other rubbish is collected.

FARMSTEAD – SINGLE-FAMILY ATTACHED DEVELOPMENT STANDARDS

The following development standards are in addition to the General Development Standards, and apply to the single-family attached residential areas as depicted on the Preliminary Development Plan (Exhibit C) and Sub-Area H as depicted on the Sub-Area Plan (Exhibit D). The Single-Family Attached Development Standards are as follows:

PERMITTED USES

Permitted uses in single-family detached sub-areas include the following:

- 1) Single-family attached residential.
- 2) Condominiums.
- 3) Single-family detached residential.
- 4) Open space (both active and passive) consistent with the General Standards of this PUD.
- 5) Recreation facilities consistent with the General Standards of this PUD.
- 6) Normal support facilities including, but not limited to, maintenance buildings, garages, mailbox structures, trash enclosures, and a car cleaning area/facility.
- 7) Stormwater management facilities.
- 8) Utilities and easements necessary to serve the proposed development and adjacent properties.

DENSITY AND BULK STANDARDS

There shall be a maximum of one hundred twenty (120) single-family attached and/or condominium dwelling units in Sub-Area H as depicted on the Sub-Area Plan (Exhibit D). Minimum lot standards for Sub-area H are as follows:

Sub-Area	Minimum Lot Width	Minimum Front Setback	Minimum Side Setback	Minimum Rear Setback	Minimum Floor Area
Sub-Area H	30'	20'	5'	20'	700 sq. ft. (1-Bed)
					1,000 sq. ft. (2-Bed)
					1,300 sq. ft. (3-Bed)

- 1) Minimum lot width minimum is measured at the front setback line.
- 2) The minimum building and parking setback from the sub-area boundary shall be twenty-five feet (25').

- 3) Building separation shall be a minimum of fifteen feet (15').
- 4) The maximum building height is thirty-five feet (35') from finished grade at the front of the home to the mid-point of the gable.

ARCHITECTURAL STANDARDS

Farmstead is themed as a modern farmhouse community, and representative architecture planned for each sub-area is depicted on the Product Offering Examples (Exhibit I). The following architectural standards shall apply to Sub-Area H:

- 8) **Color Palettes:**
 - a) Bold and neutral color palettes are permitted on home exteriors. A mixed palette on a single building should be carefully selected so that all colors are harmonious.
- 9) **Exterior Materials:**
 - a) Permitted materials include the following:
 - (i) Brick veneer.
 - (ii) Stone, cultured stone, and/or stone veneer.
 - (iii) Fiber cement board.
 - (iv) Stucco.
 - (v) Dryvit (EIFS).
 - (vi) Wood lap siding, composite lap siding, and cedar shake (painted or stained).
 - (vii) Vinyl siding with a minimum thickness of 0.044.
 - (viii) For this PUD, Items (i) through (v) are considered "masonry" materials.
- 10) **Roofs:**
 - a) Roof pitches shall be appropriate for the architectural style of the home. Extruded aluminum gutters with downspouts are allowed.
 - b) The composition of all pitched roofs shall be asphalt shingles, cedar shake shingles, or slate.
- 11) **Windows and Doors:**
 - a) Vinyl windows and vinyl-coated or aluminum clad wood window and door frames are permitted.

12) Mechanical Equipment:

- a) Utility meters and air conditioning equipment must be located in the side or rear yards, and all such improvements should be located in a manner as to minimize offensive noises, odors, and/or appearances to adjoining properties.
- b) All plumbing vents and roof ventilators shall be installed to minimize their appearance from the front. All plumbing vents or other roof appurtenances must be painted to match the roof color.
- c) Roof pitches shall be appropriate for the architectural style of the home. Extruded aluminum gutters with downspouts are allowed.

13) Garages, Driveways, and Parking:

- a) A minimum two (2) off-street parking space per dwelling unit is required. Parking spaces include garages, driveway stack spaces, and designated surface parking areas.
- b) All off-street parking spaces shall be a minimum of nine feet (9') wide by eighteen feet (18') in length. Drive aisles shall be a minimum of twenty-two feet (22') wide.
- c) Designated parking areas shall be landscaped and screened in accordance with the standards of the City of Grove City Planning and Zoning Code.
- d) Sidewalks and pathways shall be provided to connect buildings, parking areas, and/or adjacent sidewalks/pathways in open spaces to encourage pedestrian circulation.

14) Accessory Uses:

- a) All trash, garbage, or other rubbish shall be containerized and screened from view on three (3) sides by a solid brick wall, wood fence, and/or materials compatible with the main building materials. The screening element shall be at least as tall as the height of the container. The fourth side shall contain a one hundred percent (100%) opaque gate, which shall also be at least as tall as the height of the container.
- b) Except on the days which the trash, garbage, or other rubbish is collected, gates must be kept in a permanently closed position. The enclosure must be sized to ensure that no open trash needs to be stored outside the enclosure between scheduled pickups.
- c) Whenever screening material is placed around any trash disposal unit or waste collection unit which is mechanically-emptied or removed on a regular basis, a protective curb shall be provided within the screening materials on those sides where there is such screening material. The curbing shall be at least one foot (1') from the material and shall be designed to prevent possible damage to the screening when the container is moved or emptied.

15) Lighting:

- a) Private interior street and parking area lighting shall not exceed fifteen feet (15') in height. All light fixtures, posts, arms, and accessories shall be decorative .Above-ground swimming pools are prohibited.
- b) All lighting fixtures (street, parking area, building, etc.) shall be consistent is type, style, color, etc.

Exhibit A

Metes and Bounds Legal Description

**DESCRIPTION OF AN ANNEXATION OF
209.2 ACRES TO THE CITY OF GROVE CITY
FROM JACKSON TOWNSHIP,**

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey 6118 and 1105, being all of that land described in deed to Jess H. Hancock Limited, of record in Instrument 199808050198533 and as described in deed to Lois L. Hancock Limited, of record in Instrument 199808050198537, (Parcel ID 160-001296, 160-000205, 160-000204, 160-000201) and all of that 1.613 acres described in deed to John H. Hancock, Trustee, of record in Instrument Number 201403120029967 (Parcel ID 160-000960), all being of record in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

BEGINNING, at the northeast corner of Reserve H of the subdivision Indian Trails Section 2, of record in Plat Book 52, Page 16, being at an angle point in the existing corporation line of the City of Grove City, Ordinance C-70-75, of record in Deed Book 165, Page 584;

Thence WEST, a distance of 442 feet, more or less, with the north line of said Reserve H and the south line of said Hancock tract of land and the existing corporation line, to a point at the southeast corner of Grant Run Estates Section 3, of record in Plat Book 103, Page 35;

Thence NORTHEASTERLY, a distance of 395 feet, more or less, with the east line of said Grant Run Estates Section 3 and the existing corporation line, to a point at the southeast corner of that 28.50 acre tract described in deed to Perry Christian Jr., being an angle point in the corporation line of City of Grove City, Ordinance C-08-16, of record in Instrument 201602110017609;

Thence NORTHEASTERLY, a distance of 218 feet, more or less, with perimeter of said Hancock tract of land and existing corporation line, to a point being an angle point in the corporation line of City of Grove City;

Thence EASTERLY, a distance of 1277 feet, with line common to said Hancock tract and said 28.50 acres and said existing corporation line, also being in part with a proposed corporation line, to a point;

Thence NORTHERLY, a distance of 1140 feet, more or less, with the line common to said Hancock tract of land and that 20.045 acres described in deed to Robert Sexten and a proposed corporation line, to a common corner of said Hancock tract and that 159.016 acre tract described in deed to The Southeast Conservation Club;

Thence EASTERLY, a distance of 2377 feet, with the line common to said Hancock tract and said 159.016 acre tract and the proposed corporation line, to a point in the west right of way line of State Route 104;

Thence with the WESTERLY right of way line of State Route 104 and the proposed corporation line, the following courses:

SOUTHWESTERLY, a distance of 259 feet, more or less, to a point;

SOUTHWESTERLY, a distance of 124 feet, more or less, to a point;

Arc of a curve to the left, SOUTHERLY, a distance of 463 feet, more or less, to a point;

SOUTHERLY, a distance of 2560 feet, more or less, to a point in the north line a 7.362 acre tract described in deed to Paul G. Klein and Buddie J. Klein;

Thence WESTERLY, a distance of 1623 feet, more or less with the south line of said Hancock tracts of land and the proposed corporation line, to a point;

Thence WESTERLY, a distance of 1659 feet, with south line of said Hancock tract of land and proposed corporation line, to a southwest corner of said Hancock tract;

Thence Northerly, a distance of 1543 feet, with a west line of said Hancock tract and the east line of said Indian Trails Section 2 and a proposed corporation line, to the **POINT OF TRUE BEGINNING**, containing 209.2 acres, more or less.

The above description is based on deeds of record and available existing surveys, aforementioned description is not intended to be used for the transfer of real property. The acreages and distances shown are intended for zoning purposes only.

Area to be annexed shall be an Expedited II annexation, with 4820 feet contiguous with existing corporation line of Grove City, having a total perimeter of 9,060 feet, that contains 53.2% contiguity with existing corporation line of Grove City.

The above description is a general description of the location of the property to be annexed and is not to be considered a boundary survey.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

**DESCRIPTION OF AN ANNEXATION OF
209.2 ACRES TO THE CITY OF GROVE CITY
FROM JACKSON TOWNSHIP,**

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey 6118 and 1105, being all of that land described in deed to Jess H. Hancock Limited, of record in Instrument 199808050198533 and as described in deed to Lois L. Hancock Limited, of record in Instrument 199808050198537, (Parcel ID 160-001296, 160-000205, 160-000204, 160-000201) and all of that 1.613 acres described in deed to John H. Hancock, Trustee, of record in Instrument Number 201403120029967 (Parcel ID 160-000960), all being of record in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

BEGINNING, at the northeast corner of Reserve H of the subdivision Indian Trails Section 2, of record in Plat Book 52, Page 16, being at an angle point in the existing corporation line of the City of Grove City, Ordinance C-70-75, of record in Deed Book 165, Page 584;

Thence WEST, a distance of 442 feet, more or less, with the north line of said Reserve H and the south line of said Hancock tract of land and the existing corporation line, to a point at the southeast corner of Grant Run Estates Section 3, of record in Plat Book 103, Page 35;

Thence NORTHEASTERLY, a distance of 395 feet, more or less, with the east line of said Grant Run Estates Section 3 and the existing corporation line, to a point at the southeast corner of that 28.50 acre tract described in deed to Perry Christian Jr., being an angle point in the corporation line of City of Grove City, Ordinance C-08-16, of record in Instrument 201602110017609;

Thence NORTHEASTERLY, a distance of 218 feet, more or less, with perimeter of said Hancock tract of land and existing corporation line, to a point being an angle point in the corporation line of City of Grove City;

Thence EASTERLY, a distance of 1277 feet, with line common to said Hancock tract and said 28.50 acres and said existing corporation line, also being in part with a proposed corporation line, to a point;

Thence NORTHERLY, a distance of 1140 feet, more or less, with the line common to said Hancock tract of land and that 20.045 acres described in deed to Robert Sexten and a proposed corporation line, to a common corner of said Hancock tract and that 159.016 acre tract described in deed to The Southeast Conservation Club;

Thence EASTERLY, a distance of 2377 feet, with the line common to said Hancock tract and said 159.016 acre tract and the proposed corporation line, to a point in the west right of way line of State Route 104;

Thence with the WESTERLY right of way line of State Route 104 and the proposed corporation line, the following courses:

SOUTHWESTERLY, a distance of 259 feet, more or less, to a point;

SOUTHWESTERLY, a distance of 124 feet, more or less, to a point;

Arc of a curve to the left, SOUTHERLY, a distance of 463 feet, more or less, to a point;

SOUTHERLY, a distance of 2560 feet, more or less, to a point in the north line a 7.362 acre tract described in deed to Paul G. Klein and Buddie J. Klein;

Thence WESTERLY, a distance of 1623 feet, more or less with the south line of said Hancock tracts of land and the proposed corporation line, to a point;

Thence WESTERLY, a distance of 1659 feet, with south line of said Hancock tract of land and proposed corporation line, to a southwest corner of said Hancock tract;

Thence Northerly, a distance of 1543 feet, with a west line of said Hancock tract and the east line of said Indian Trails Section 2 and a proposed corporation line, to the **POINT OF TRUE BEGINNING**, containing 209.2 acres, more or less.

The above description is based on deeds of record and available existing surveys, aforementioned description is not intended to be used for the transfer of real property. The acreages and distances shown are intended for zoning purposes only.

Area to be annexed shall be an Expedited II annexation, with 4820 feet contiguous with existing corporation line of Grove City, having a total perimeter of 9,060 feet, that contains 53.2% contiguity with existing corporation line of Grove City.

The above description is a general description of the location of the property to be annexed and is not to be considered a boundary survey.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Exhibit B

Record Survey

STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF JACKSON
VIRGINIA MILITARY SURVEY NO. 6115

RECORD DRAWING

SCHEDULE B - SECTION II:
BASED UPON TITLE COMMITMENT FILE NO: 01032-25582, STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE: AUGUST 18, 2017 AT 8:00AM

ITEMS 1-13 & 29 ARE NOT SURVEY RELATED.

14. EASEMENT GRANTED TO THE COLUMBUS RAILWAY, POWER & LIGHT COMPANY, OF RECORD IN DEED BOOK 983 PAGE 454.
LOCATED ON SUBJECT PARCEL AND APPROXIMATELY SHOWN HEREON.
15. EASEMENT GRANTED TO THE COLUMBUS RAILWAY POWER & LIGHT COMPANY, OF RECORD IN DEED BOOK 989 PAGE 294.
LOCATED ON SUBJECT PARCEL AS SHOWN HEREON.
16. EASEMENT GRANTED TO THE STATE OF OHIO, OF RECORD IN DEED BOOK 1000 PAGE 286. **LOCATED ON SUBJECT PARCEL BEING RIGHT OF WAY OF STATE ROUTE 104 DATED 1933.**
17. EASEMENT GRANTED TO THE STATE OF OHIO, OF RECORD IN DEED BOOK 1001 PAGE 64.
LOCATED ON SUBJECT PARCEL AS SHOWN HEREON.
18. EASEMENT GRANTED TO THE COLUMBUS RAILWAY, POWER & LIGHT COMPANY, OF RECORD IN DEED BOOK 1033 PAGE 486.
LOCATED ON SUBJECT PARCEL, UNABLE TO DETERMINE EXACT LOCATION.
19. EASEMENT GRANTED TO THE STATE OF OHIO, OF RECORD IN DEED BOOK 1415 PAGE 293. **LOCATED ON SUBJECT PARCEL AND APPROXIMATELY SHOWN HEREON.**
20. EASEMENT GRANTED TO THE CINCINNATI GAS & ELECTRIC, COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY AND THE DAYTON POWER AND LIGHT COMPANY, OF RECORD IN DEED BOOK 3287 PAGE 495.
LOCATED ON SUBJECT PARCEL AS SHOWN HEREON.
21. RIGHT OF WAY EASEMENT GRANTED TO COLUMBUS GAS OF OHIO, INC., OF RECORD IN OFFICIAL RECORD 9143115. **LOCATED ON SUBJECT PARCEL, BLANKET IN NATURE.**
22. EASEMENT GRANTED TO COLUMBIA GAS OF OHIO, INC., OF RECORD IN OFFICIAL RECORD 9492A01. **LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.**
23. EASEMENT GRANTED TO THE CITY OF GROVE CITY, OHIO, OF RECORD IN OFFICIAL RECORD 15643F18.
LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.
24. EASEMENT GRANTED TO THE CITY OF GROVE CITY, OHIO, OF RECORD IN OFFICIAL RECORD 15643F20.
LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.
25. EASEMENT GRANTED TO THE CITY OF GROVE CITY, OHIO, OF RECORD IN OFFICIAL RECORD 18541C10.
LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.
26. EASEMENT GRANTED TO THE CITY OF GROVE CITY, OHIO, OF RECORD IN OFFICIAL RECORD 27961D12.
LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.
27. DRAINAGE EASEMENT GRANTED TO THE CITY OF GROVE CITY, OF RECORD IN INSTRUMENT NO. 20040114001D409.
LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.
28. TERMS AND CONDITIONS OF INGRESS AND EGRESS EASEMENT CONTAINED OF RECORD IN OFFICIAL RECORD 29032J17.
BENEFIT TO SUBJECT PARCEL, ACCESS TO BUCKEYE PARKWAY.

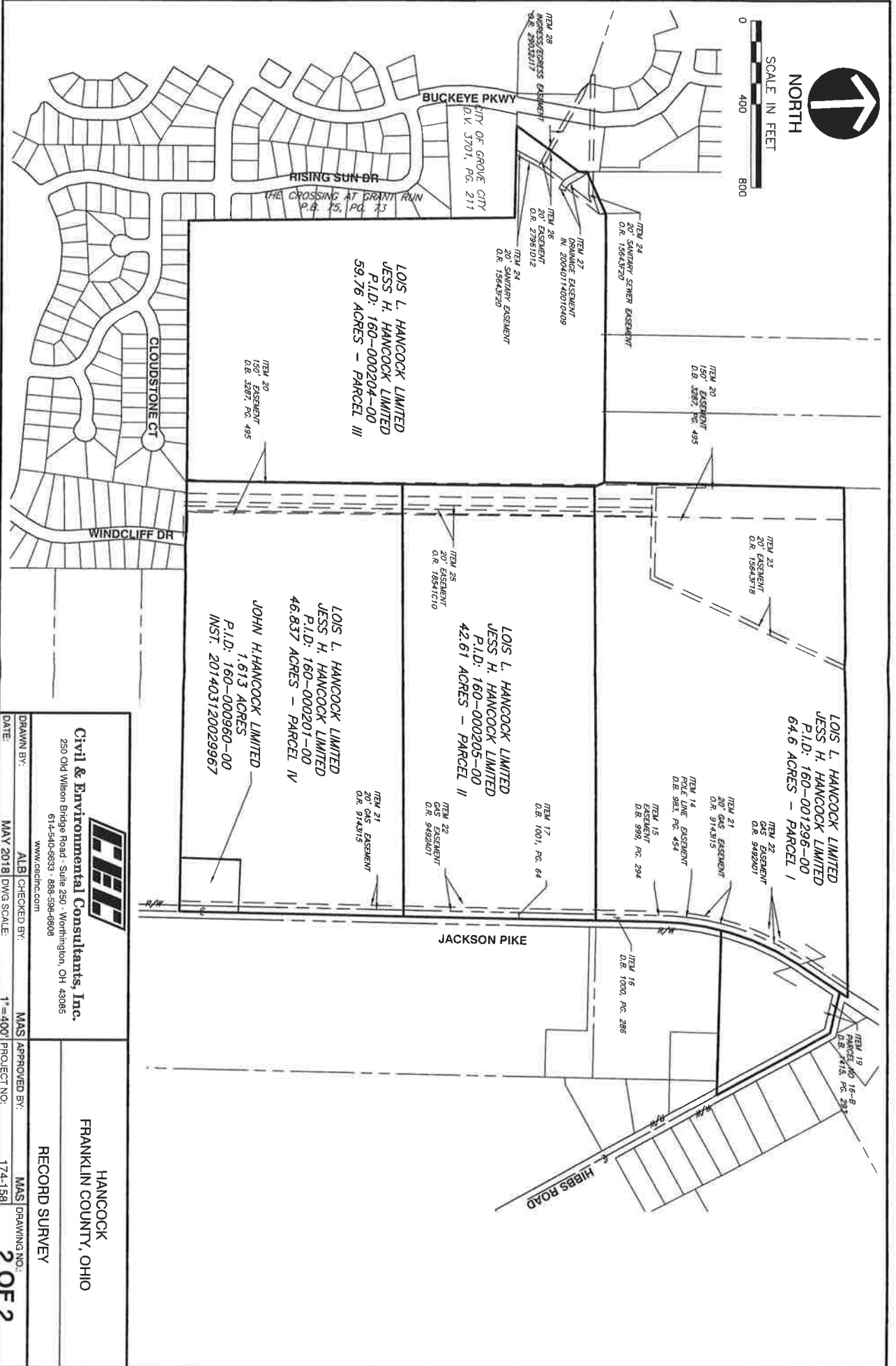


Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road, Suite 250, Worthington, OH 43085
614.540.6833 - 888.598.6808
www.cedinc.com

HANCOCK
FRANKLIN COUNTY, OHIO

RECORD SURVEY

DRAWN BY:	ALB	CHECKED BY:	MAS	APPROVED BY:	MAS	DRAWING NO.:	1 OF 2
DATE:	MAY 2018	DWG SCALE:	1"=400'	PROJECT NO.:	174-158		



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FRANKLIN COUNTY, OHIO

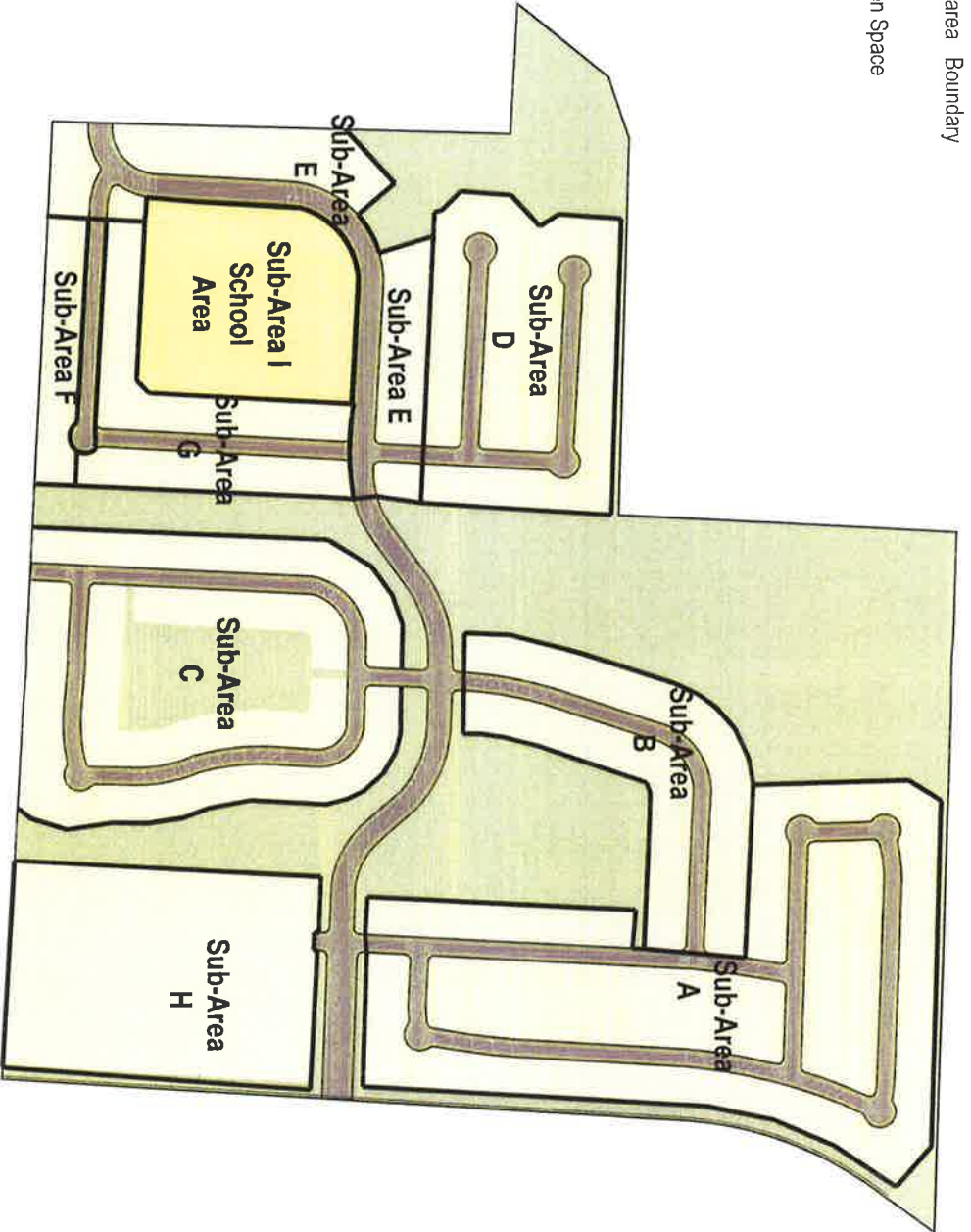
HANCOCK

RECORD SURVEY

DRAWN BY: ALB
CHECKED BY: MAS
APPROVED BY: MAS
DATE: MAY 2018
DWG SCALE: 1"=400'
PROJECT NO.: 174-158
DRAWING NO.: 2 OF 2

Subarea Data

- Subarea Boundary
- Open Space



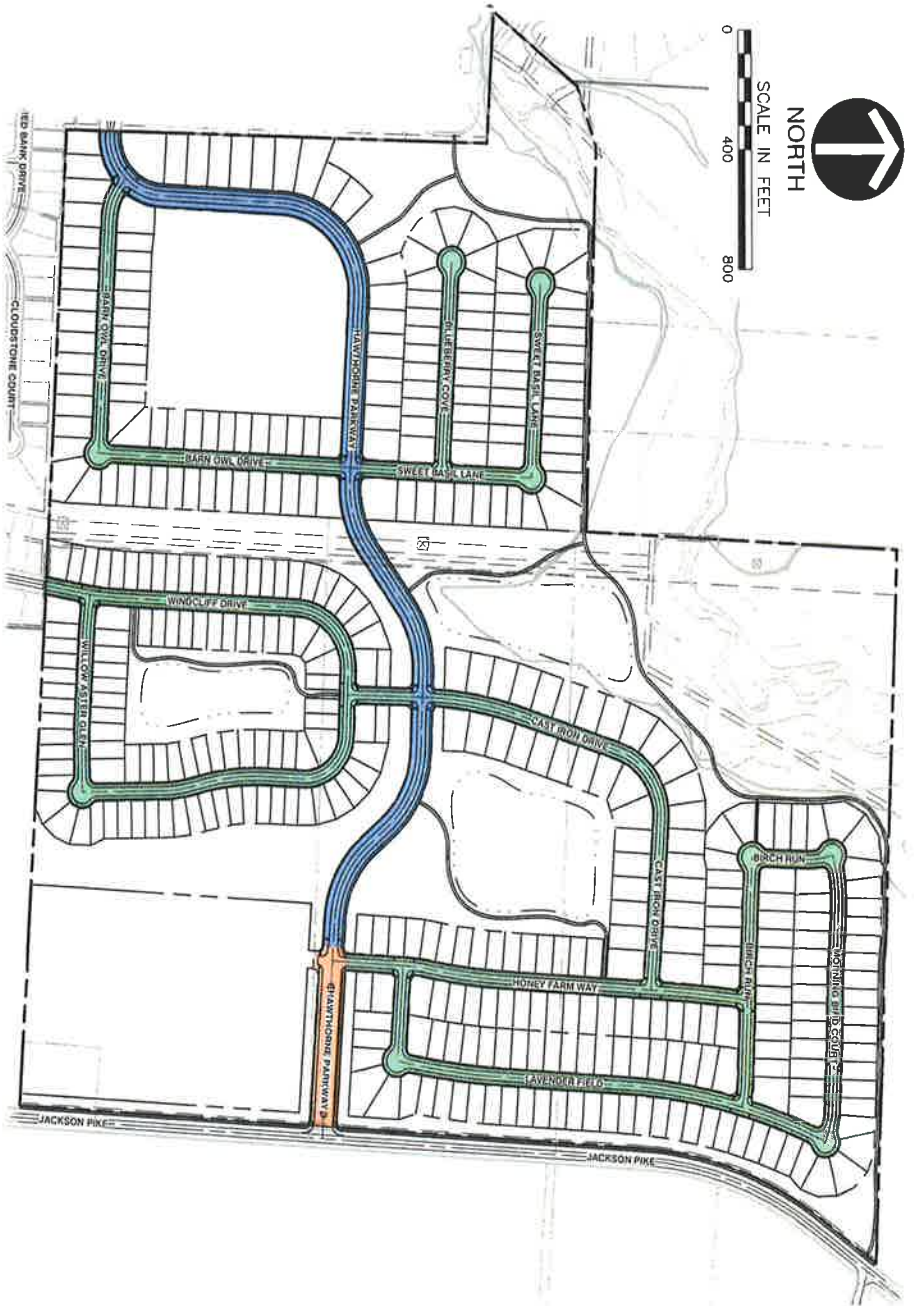
Grand Communities, LLC

Farmstead City of Grove City, Franklin County, Ohio

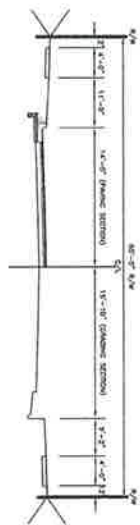
Exhibit D - Sub-Area Plan



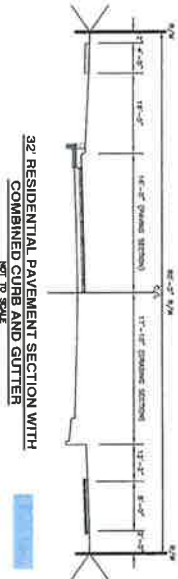
SCALE IN FEET
0 400 800



28' RESIDENTIAL PAVEMENT SECTION WITH
COMBINED CURB AND GUTTER (C-GC-79)
NOT TO SCALE



32' RESIDENTIAL PAVEMENT SECTION WITH
COMBINED CURB AND GUTTER
NOT TO SCALE



COLLECTOR STREET 68' SECTION WITH CONCRETE
CURB/COMBINED CURB & GUTTER (C-GC-64)
NOT TO SCALE

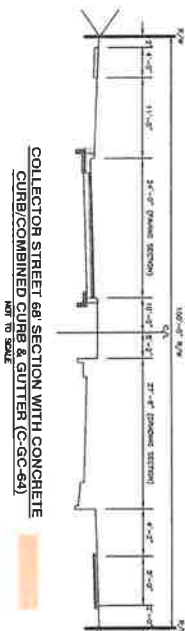


Exhibit E - Street Circulation and Cross-Section Plan

Grand Communities, LLC

Farmstead

City of Grove City, Franklin County, Ohio

Exhibit E - Street Circulation and Cross-Section Plan

Legend

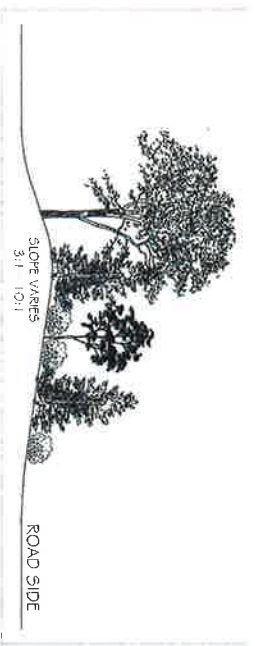
- Meadow Grasses - May include planted warm season grasses, wildflower plantings and/or revegetated turf areas or any combination thereof. Grasses may be maintained through "brush hogging".
- Natural Succession Areas - Areas are intended to be left natural/un disturbed.
- Combination of Meadow Grasses and Natural Succession Areas - Grasses may be mowed through "brush hogging".
- Landscaping - Includes mounding, grading, etc. May include deciduous and evergreen trees, shrubs, and grasses. Plantings shall be allowed to vary in size (8" - 10" and height (4' - 8'). Detailed landscaping plans shall be provided at the time of construction drawings.
- Attractive Area - Combination of Meadow Grasses and Landscaping. May include deciduous and evergreen trees, shrubs, grasses and perennials.
- Proposed Street Trees - To be located along Hawthorne Parkway outside of the right-of-way, minimum of two (2) street trees per 100' linear feet.
- Potential Fencing Areas - Hawthorne Parkway - Appearance is intended to be linear and tie into Jackson Pike. Design and length will be determined at construction drawings.
- Potential Fencing Areas - Jackson Pike - Appearance is intended to vary and look irregular to tie into the existing road setting along Jackson Pike. Design and length will be determined at construction drawings.

Notes:

- Open space shall be permitted to vary with final engineering provided the total does not decrease more than 1/3%.
- All streams and wetlands shall be permitted and mitigated for in accordance with the rules and regulations of the United States Army Corps of Engineers (USACE) and the Ohio Environmental Protection Agency (OEPA).
- Design shall be subject to review and approval by the City of Grove City and shall comply with all applicable laws and codes. Any changes to the design shall be subject to review and approval by the City of Grove City and shall comply with all applicable laws and codes. Any changes to the design shall be subject to review and approval by the City of Grove City and shall comply with all applicable laws and codes.



Landscaping and Mounding Example Drawings - Conceptual Only



Jackson Pike Landscaping and Mounding Example Images - Conceptual Only

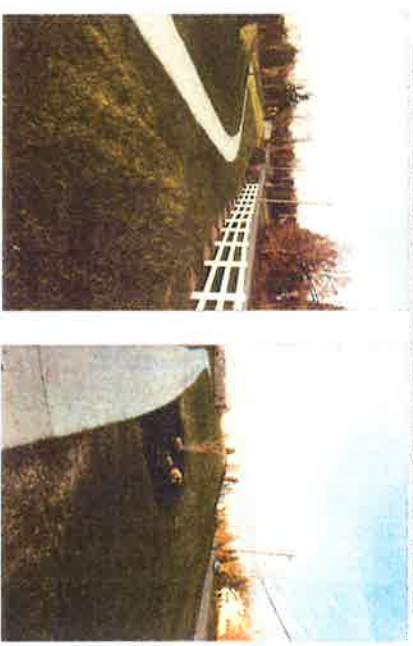


Exhibit F - Conceptual Open Space and Landscaping Plan

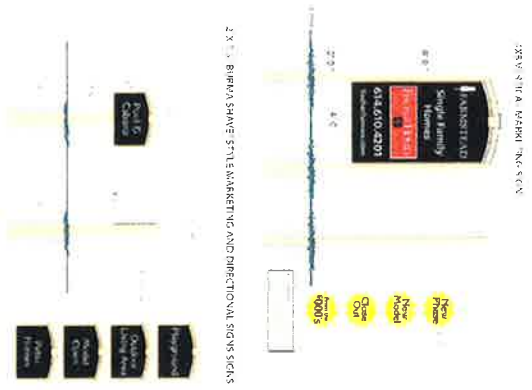
Legend

- * Monument Sign (Typ. of 5)
- ◻ M Marketing "Burma Shave" Style Sign (Typ. of 10)
- ◻ V 4x8 Vertical Marketing Sign (Typ. of 7)
- ◻ D Directional Sign (Typ. of 8)

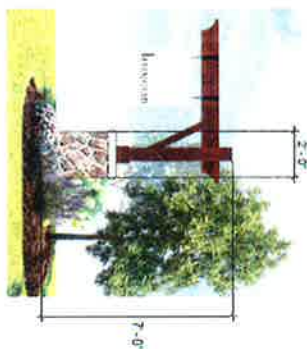
Notes:

1. See proposed example signage exhibits for additional details.
2. Signage locations shown are proposed possible locations. The number of signs may be less than what is shown.
3. Entry monument and vertical marketing signs are intended to be located at the entry to any different product or builder.

Farmstead Proposed Signage Examples



Farmstead Proposed Signage Examples



Proposed Community Sub Entry Monument



Proposed Community Entry Monument

Grand Communities, LLC

Farmstead City of Grove City, Franklin County, Ohio

Exhibit G - Conceptual Signage Plan

LEGEND

- Concrete Sidewalk
- Alternative of Paved Concrete, Asphalt, Gravel, or Allowed Permitted
- Alternative of Stained Use Paved Concrete, Asphalt, Gravel, or Allowed Permitted
- Stained Use Path (Concrete or Asphalt Permitted)



Exhibit H - Conceptual Sidewalk and Pathway Plan

Grand Communities, LLC

Farmstead
City of Grove City, Franklin County, Ohio

Exhibit H - Conceptual Sidewalk and Pathway Plan

Village Product Offering Examples Sub-Areas A, D, E, F and G



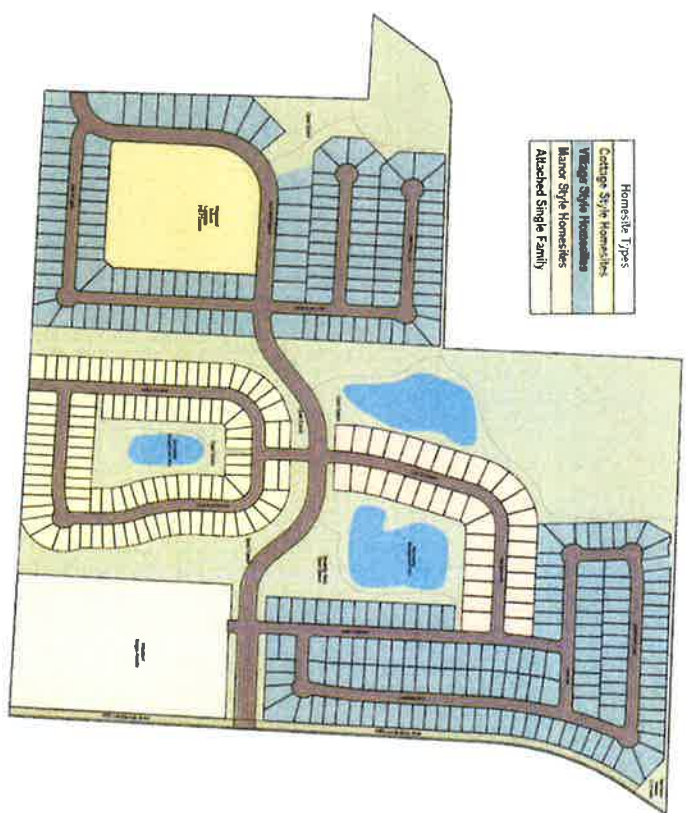
Exhibit I - Product Offering Examples

Grand Communities, LLC

Farmstead City of Grove City, Franklin County, Ohio

Exhibit I - Product Offering Examples

Village Product Offering Examples Sub-Areas A, D, E, F, and G



Grand Communities, LLC
Farmstead City of Grove City, Franklin County, Ohio
 Exhibit I - Product Offering Examples

Manor Product Offering Examples Sub-Area B



Grand Communities, LLC

Farmstead

City of Grove City, Franklin County, Ohio

Exhibit I - Product Offering Examples

Cottage Product Offering Examples Sub-Area C



Grand Communities, LLC
Farmstead
City of Grove City, Franklin County, Ohio

Exhibit I - Product Offering Examples

Product Offering Examples Sub-Area H



Grand Communities, LLC

Farmstead

City of Grove City, Franklin County, Ohio

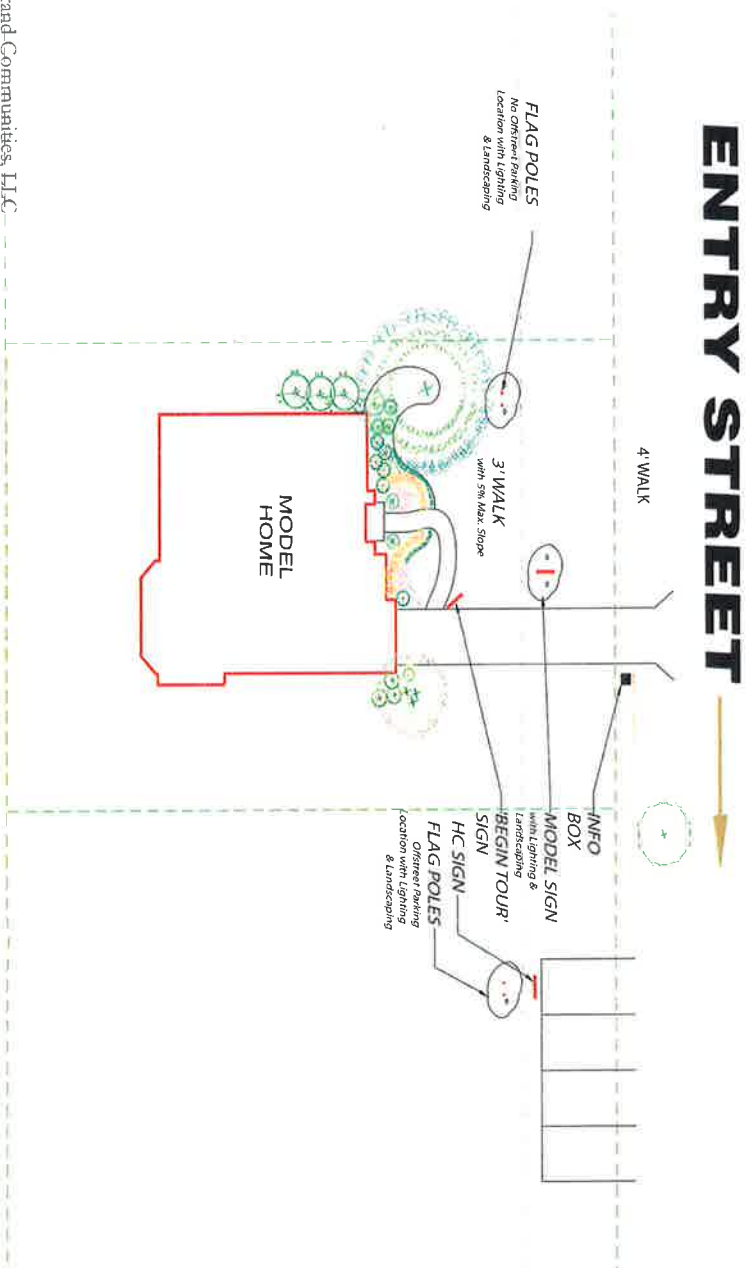
Exhibit I - Product Offering Examples

Model Elements & Signs Layout

Overview:

There are three basic variables that will determine what displays and layout the sales office will get: two-car Garage, three-car garage and Maple Street Collection selection Center. Generic examples of each plan condition are given below. As different homes will require different locations for each element location and arrangement may vary while the elements remain consistent.

Basic Front Entry Garage Layout Example



The included sales office will always be the office closest to the doorway to the interior of the house or with a clear line of site to the interior doorway.

Division is responsible for supplying marketing with their orders for any new, additional or revised signs by submission to marketing on www.marketingtg.com/signs/sales_office.php. Division is responsible for coordinating anticipated installation date with the appropriate parties.

Architecture is responsible for creating the layout of the for each installation based on the standards in this guide and providing this to marketing.

Marketing is responsible for the coordination, creation and communication of display orders, installation and making sure that the vendors are using the most current display standards.

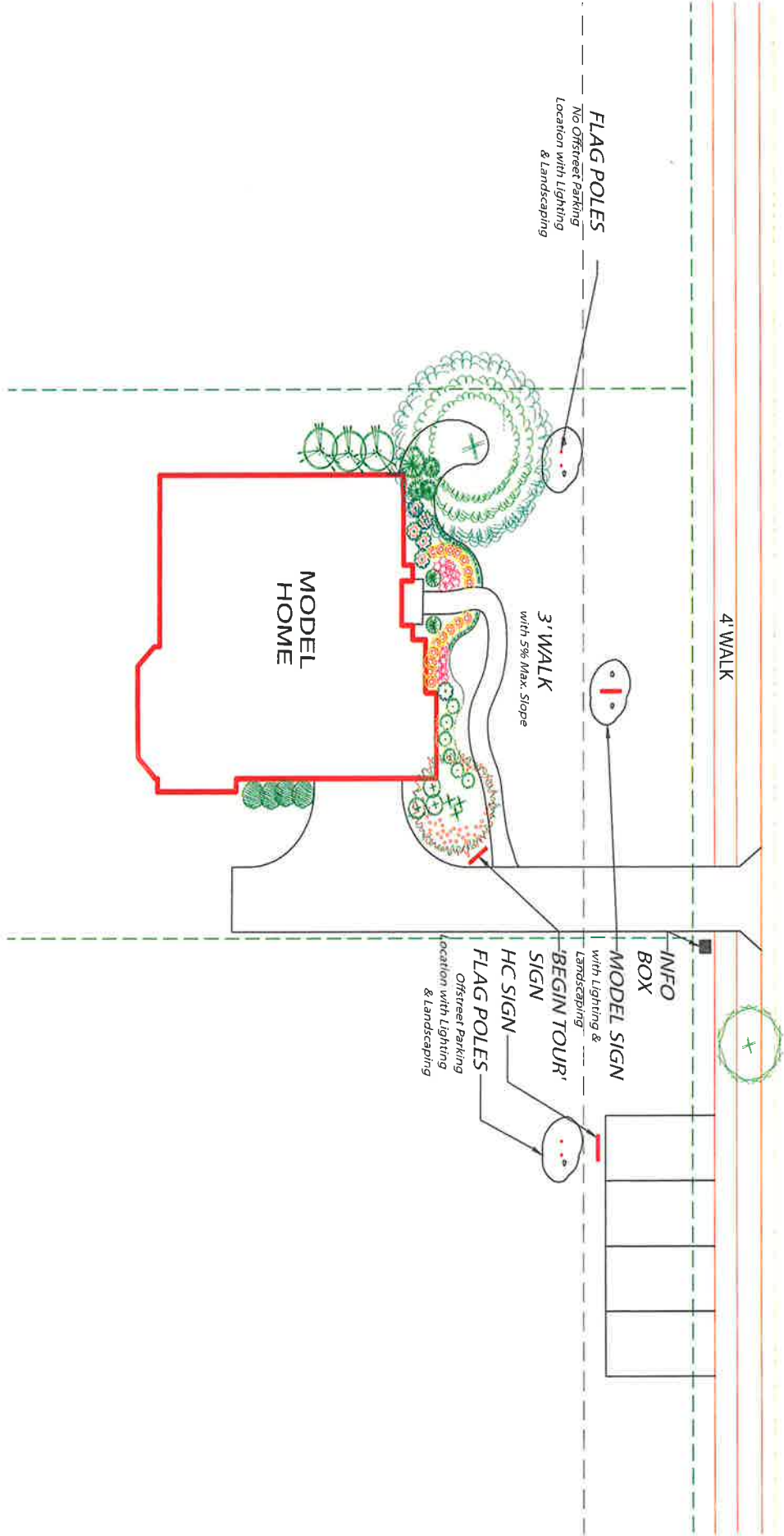
Grand Communities, LLC

Farmstead City of Grove City, Franklin County, Ohio

Exhibit K - Model Home Layouts and Signage Elements

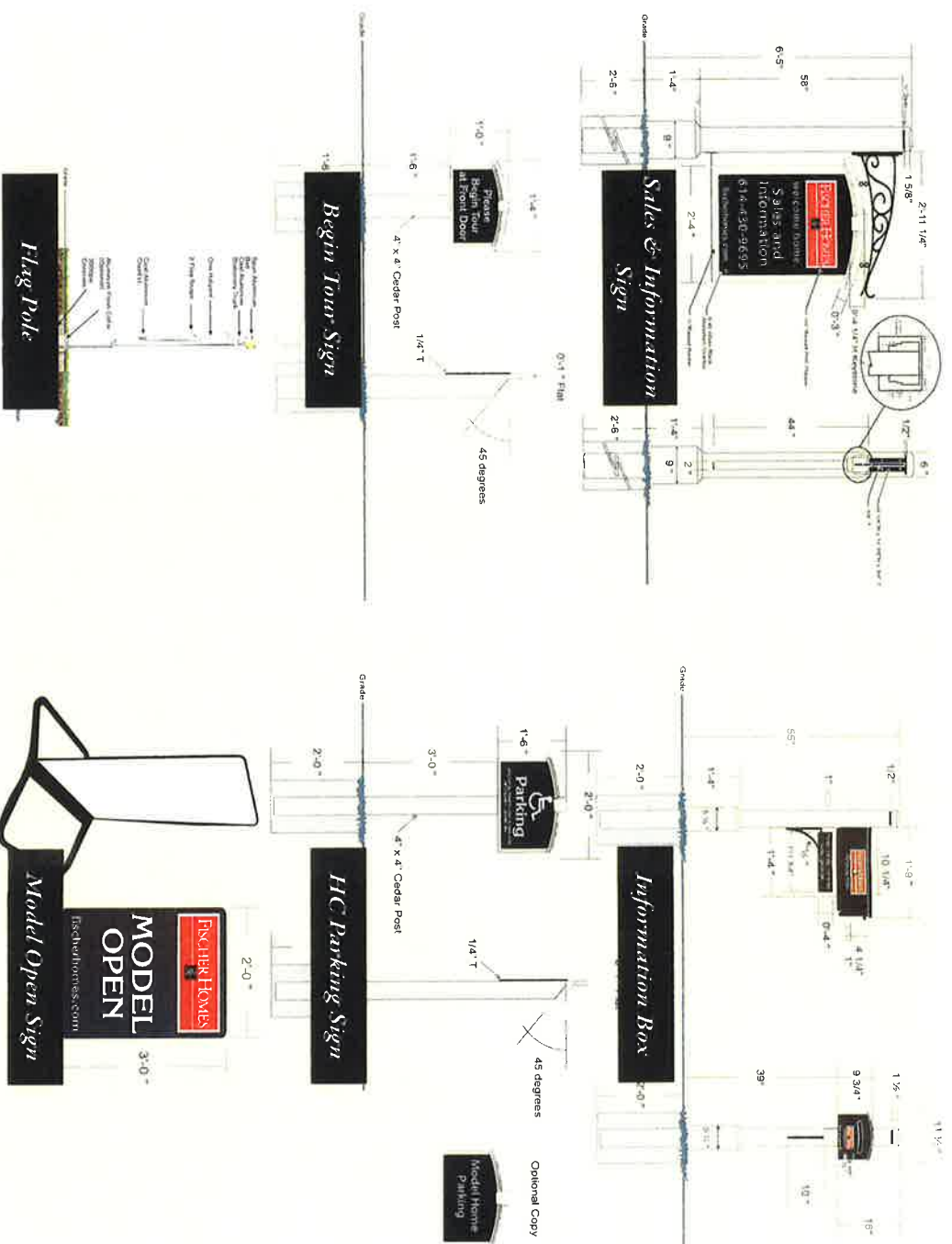
DRAFT

ENTRY STREET



Sales Office Signs

DRAFT



Overview

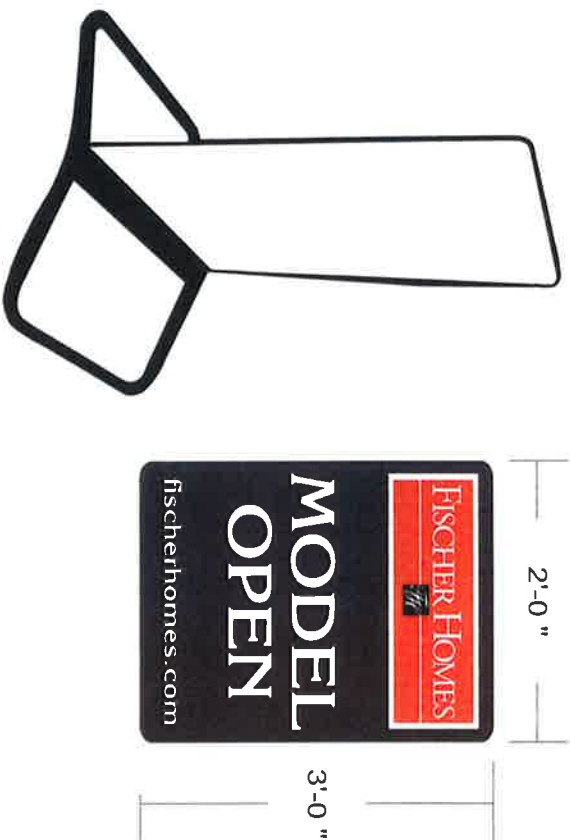
Overall Display Layout

Left to right, top to bottom- All of the displays are shown to the left and shown in the order they are to be installed from closest to the sales office entryway from the interior of the model to the furthest, as layout permits, and to those that can be installed on separate wall locations. The top three displays are the minimum default displays required for every sales office along with one plasma display and an equal housing plaque.

Headers- Headers may vary per location but will be named according to the conventions outlined and need to be installed with the display that they correspond to.

Detailed descriptions of location and construction of each display can be found on the following pages.

Sales Office Sign – Flex Stand Open Sign



DESCRIPTION

Flex Stand -

1" Sq. Tubing

Sign -

Digital Print on .040 Aluminum

Colors -

Logo- PMS 187c Red

Copy- White

Background- Black

Copy -

Below Fischer Homes Logo:

'MODEL OPEN

fischerhomes.com'

Below Fischer Homes Logo:

'SALES CENTER OPEN

fischerhomes.com'

Below Fischer Homes & Grand Estate Custom Logos:

'MODEL OPEN

fischerhomes.com'

Location & Usage -

The 'OPEN' flex stand is to be put outside at the beginning of each sales day and removed and stored inside at the end of each sales day. It is NOT to be left outside during hours the sales office is not open. The flex stand is to be located at the end of the driveway or by the sidewalk in front of the house as dictated by the road that is the main traffic entrance into the community. The flex stand is not to block sidewalks or circulation paths around the sales office and should be set back slightly from any circulation paths. This sign is intended to capture motor traffic and should be located in the conditions described above to maximize visibility to passing traffic.

DRAFT

Date: 07/06/18
Introduced By: Ms. Houk
Committee: Safety
Originated By: Mr. Boso
Sponsor: Ms. Houk
Emergency: 30 Days: XX
Current Expense:

No.: C-44-18
1st Reading: 07/16/18
Public Notice: 07/17/18
2nd Reading: 08/15/14
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-44-18

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC., POLICE DISPATCHERS

WHEREAS, a new contract has been negotiated between the City and the dispatchers labor representative, the Fraternal Order of Police/Ohio Labor Council, Inc.; and

WHEREAS, the present contract with FOP/OLC expired on December 31, 2017; and

WHEREAS, the new contract will be effective January 1, 2018 and expire December 31, 2020.

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

SECTION 1. The Mayor and City Administrator are hereby authorized to execute the attached Exhibit "A", being a labor contract between the City and the Fraternal Order of Police/Ohio Labor Council, Inc., Police Dispatchers. This contract shall be effective from January 1, 2018 to midnight on December 31, 2020.

SECTION 2. This Ordinance shall take effect and be in force at the earliest opportunity allowed by law.

Steven R. Robinette, 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-44-18
Exhibit "A"

COLLECTIVE BARGAINING AGREEMENT

The City of Grove City



AND

The Fraternal Order of Police/Ohio Labor Council, Inc.



POLICE DISPATCHERS

2017-MED-09-1083

January 1, 2018 through December 31, 2020

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ARTICLE 1

CONTRACT

1.1 - Contract. This Contract is made between the City of Grove City, hereinafter referred to as the City, and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the FOP/OLC.

1.2 - Purpose. This Contract is made for the purpose of promoting cooperation and harmonious relations between the City, its, bargaining unit Members and the FOP/OLC.

1.3 - Legal Reference. This Contract shall be subject to applicable laws, except that the express provisions of this Contract prevail over any conflicting ordinances or State law pertaining to wages, hours, terms and other conditions of employment. This Contract is meant to comply with the Family and Medical Leave Act and the Americans with Disabilities Act.

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 a court of competent jurisdiction and upon written request by either party, the parties of this Contract shall meet at mutually agreeable times (within thirty (30) days) in an attempt to modify the invalidated provisions by good faith negotiations.

1.4 - Sanctity of Agreement. 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, which written accord shall contain a list of those matters to be the subject of such negotiations. 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 economic benefit 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 negotiations between the parties.

1.5 - 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 FOP/OLC as the sole and exclusive bargaining agent for the purposes of collective bargaining in any and all matters relating to wages, hours, terms and other conditions of employment of all Members. There is established one (1) Bargaining unit within this Contract consisting of all regular full-time dispatchers S.E.R.B. Case # 92-REP-06-0133 and those dispatchers also performing records functions. Excluded from inclusion in the Bargaining unit and thereby from coverage within this Contract are all other positions. Reference throughout this Contract to Members shall mean all employees within the Bargaining unit, unless specified otherwise.

2.2 - Probationary Members. All provisions of this contract shall apply to Members in their initial probationary period except that neither the FOP/OLC nor such probationary Member shall have the ability to proceed to arbitration challenging the City's ability to terminate such Member's employment.

2.3 - Dues Deduction. The City agrees to deduct one half (½) of the FOP/OLC Membership dues, in the amount certified by the FOP/OLC to the City, from the first two (2) pay periods of each month from the pay of any Member requesting same. If a dues deduction is desired, the Member shall sign a payroll deduction form which shall be furnished by the FOP/OLC and presented to the appropriate payroll clerk. The City agrees to furnish to the Assistant Executive Director of the FOP/OLC, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Members for whom dues deductions were made. Nothing herein shall prohibit Members covered by this Contract from submitting dues directly to the FOP/OLC. The City agrees to meet with the FOP/OLC to discuss adding additional payroll deductions should the FOP/OLC 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.

2.4 - Indemnification. The FOP/OLC 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 FOP/OLC by the City.

2.5 - FOP/OLC Liability to Non-Members. Any employee who is not a FOP/OLC Member shall reimburse the FOP/OLC for the actual costs of any service rendered by the FOP/OLC in its representation of the employee including the costs associated with the FOP/OLC's engagement of legal counsel and the

arbitration's fees and or expenses. The FOP/OLC may require that the employee make an advance payment to the FOP/OLC as a security for costs prior to the FOP/OLC rendering of the services.

ARTICLE 3

NON-DISCRIMINATION

3.1 – Non-Discrimination. Neither party will discriminate against any Member based on age, sex, marital status, race, color, religion, national origin, disability, military status or political affiliation. The City agrees not to discriminate against any Member on the basis of Membership or non-Membership in the FOP/OLC, nor to discriminate, interfere, restrain or coerce any Member because of, or regarding, activities as a Member or other representative of the FOP/OLC. The FOP/OLC, within the terms of its Constitution and By-Laws, and the City agree not to interfere with the desire of any dispatcher to become and remain a Member of the FOP/OLC, and the FOP/OLC Members agree not to let Membership or non-Membership in the FOP/OLC affect their on-the-job relationship with co-workers.

ARTICLE 4

REPRESENTATION

4.1 – FOP/OLC Official. The primary FOP/OLC Associate, or in his/her absence or unavailability, the alternate FOP/OLC Associate may be permitted sufficient time of during the workweek to attend to FOP/OLC and Contract matters within his or her capacity. Such permission shall not be unreasonably denied. Whenever the primary FOP/OLC Associate is absent due to approved leave (i.e. sick leave, injury leave, vacation leave, etc.) or City Administration authorized training which is of a duration of more than five (5) workdays, the alternate FOP/OLC Associate who is a Member of the Bargaining unit shall perform these functions during such absence. During such service in this post, the above designated FOP/OLC Associates shall continue their entitlement of wages, fringe benefits, seniority accrual and all other benefits allowed a Member as though they were at all times performing their job-related duties.

Both primary and alternate FOP/OLC Associates shall continue to be required to report to their supervisors at their assigned shift starting time, and they shall be required to apprise their supervisors of their whereabouts at all working times while they are performing the duties allowed by this Article. In addition, the

FOP/OLC Associates will be required to drop or forego any of their activities allowed by this Article, upon the direction of their supervisors, for the purpose of assisting in emergencies. But for an emergency situation, sufficient time to perform FOP/OLC functions will not be unreasonably limited by the City or the supervisors, nor will the FOP/OLC Associates devote unnecessary City paid time to these functions. None of the duties of the FOP/OLC officials herein described may be conducted on City paid overtime hours. Nothing in this Contract shall preclude the FOP/OLC Associates in the Bargaining unit from also serving as a Grievance Representative, or as Grievance Chairman.

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 they are the subject of an investigation they shall be given at least forty-eight (48) hours prior to any interview to contact a FOP/OLC Representative for the purpose of representation.

5.3 - Information Provided. A Member shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the factual allegations, known at that time, made against such Member, including a copy of any written complaint against the Member, prior to any questioning.

5.4 - Members Records. If the Member requests it, he or she shall be given a brief time prior to any questioning to locate and review any written documents the Member possesses regarding the event(s) being investigated in order to fully prepare to accurately and completely respond to the questioning. An investigating officer may accompany the Member during his or her 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 internal investigation that may lead to criminal charges against the Member shall be advised of their 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 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, except as set forth by law. No Member shall be charged with insubordination where such refusal is based on the Member's exercise of rights and advice afforded the Member in regard to a criminal investigation. However if a Member is informed by the investigating officer his or her response to questions will not result in criminal charges against the Member and they are ordered to answer the questions, a Member's refusal to answer questions or participate in the investigation may form the basis for a charge of insubordination.

5.8 – Coercion. Any evidence 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 them subject to investigation.

5.10 – Complaints. When an 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 citizen complaint is filed greater than thirty (30) calendar days after the date of the alleged event complained of, and where the complaint, if true, **is neither just cause for termination nor could** 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 assist in the investigation within sixty (60) days of filing the complaint, the complaint shall be classified as unfounded.

5.11 – Access. A Member who is charged with violating Police Rules and Regulation shall be provided access to transcripts, records, written statements,

and videotapes. Such access shall be provided reasonably in advance of any hearing to the Member or the FOP/OLC Representative.

5.12 – Transcripts. When a Member is being interviewed in an internal investigation the interview shall be recorded by the City. **Recordings** will be made only by the City and **a copy of the recording** will be provided to the Member, upon the request of the Member or the Member's representative. If desired, the Member, and his or her representative, 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 subsequent.

5.13 - Supervisory Responsibility. All complaints, internal investigations and Departmental charges shall be under the direction of the Sub-Division Lieutenant who may assign the Member's immediate supervisor to conduct/assist in the investigation. However, if the Member's immediate supervisor is, in the Chief's discretion, unavailable or cannot/should not perform such duties, then the Chief shall appoint a supervisor of a higher rank to investigate.

5.14 – Polygraph. In the course of questioning, a Member may only be given polygraph examination with the Member's consent. Such consent shall set forth the purposes for which test results may be used. Where a Member consents to a polygraph examination, a polygraph examiner shall be chosen by mutual agreement of the City and the **Union**.

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 - Status of Investigation. A Member subject to investigation shall, **be advised of the conclusion and the find of any investigation. A Member who is subject to investigation shall,** upon request, be advised at reasonable intervals, that the matter is still under investigation **and an estimate of how much longer the investigation will take to complete.**

ARTICLE 6

MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

6.2 – Management Rights. The rights, powers, and authorities mentioned in Section 6.1 above shall include, but shall not be confined to, the following:

- A. The right to manage and control the business and operation of the City and to determine all locations for the City facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the City, the right to determine all schedules, schedules of events, assignments of employees, including overtime, and the right to establish and maintain standards of quality and workmanship, to establish, maintain and amend occupational classifications, to establish working rules and regulations, to layoff and recall employees whenever necessary, to determine the size and composition of the work force including the right to relive employees from duty or to abolish positions.
- B. The power to establish rules and regulations governing all employees, the administration of the City, use of City property, attendance at meetings and the compensation and reimbursement of expenses therefore.
- C. The authority to manage and direct its employees, to select, hire, rehire, promote, assign, and reassign employees, to maintain discipline and efficiency, discharge employees, and to determine shift schedules.
- D. All rights, powers, and authorities granted at any time to the City and City Administrator by the laws of the State of Ohio, as well as such rights, powers, and authorities which can reasonably be inferred there from, except as specifically limited by the terms of this Contract. The parties agree that all such rights, powers, and authorities shall be vested in the City and for the life of this Contract there shall be no duty to bargain over such rights, powers, and authorities.

6.3 – Rights Limitations. Where the rights, powers, and authorities itemized above are modified or limited by the terms and provisions of this Contract, they shall only be modified or limited to the extent specifically provided therein. Alleged violations are subject to the Grievance Procedures provided 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 agreement.

7.2 - Qualifications. A grievance can be initiated by the FOP/OLC or 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. **All Members wishing to participate in a group grievance shall sign the form or an attachment to the form.**

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 his or her 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 their remedy the Member expressly waives the right to any other remedy, including but not limited to, Civil Service Commission or legal action except for appeal under Ohio Revised Code Section 2711.09, except as provided by law. This Section shall not apply to applicable civil rights or worker's compensation statutes.

7.4 - Establishment of Grievance Representatives. The FOP/OLC will designate not more than four (4) Grievance Representatives. The Grievance Representative shall be selected by the FOP/OLC but every effort will be made by the FOP/OLC to provide full Membership coverage by selecting one (1) Grievance Representative for each shift. **The same members who serve as FOP/OLC Associates may also serve as Grievance Representatives.** One Grievance Representative selected by the FOP/OLC shall be designated as the Grievance Chairman **and one Grievance Representative shall be designated as alternate Grievance Chair.** **The employer will be notified of the names of the Grievance Representatives.**

7.5 - Duties of the Grievance Chairman. The Grievance Chairman **or the Alternate Grievance Chair,** who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall be released from their normal duty hours upon approval of their supervisor, to participate in the following duties without loss of pay or benefits.

- A. Representing the Member in investigating and processing grievances with review of the grievance prior to filing at step 2;
- B. General supervision and coordination of grievances in process and of Grievance Representatives;
- C. Acting as liaison between the City Administration and the FOP/OLC on matters concerning grievances and this Procedure and this agreement.

Such 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 their grievance or have it heard. The Grievance Chairman shall be allowed reasonable, necessary time during scheduled working hours to perform the aforementioned duties and shall notify their supervisor in advance of such assignments.

7.6 - Grievance Procedure. The following are the implementation steps and procedures for handling Member's grievances:

- A. **Preliminary Step.** A Member having an individual grievance **or a member selected to represent a group of grievants** will first attempt to resolve it informally with their immediate supervisor. Such attempt at informal resolution shall be made by the Member-grievant within ten (10) calendar days following the **occurrence of the** events or circumstances giving rise to the grievance 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 ten (10) calendar days' time limit shall not be considered. The grievant must clearly indicate to their immediate supervisor which section(s) of this contract have been misinterpreted, violated or misapplied. At this Step, there is no requirement that the grievance be submitted or responded to, in writing. The Grievance Representative may accompany the grievant to the meeting with the supervisor should the latter request the attendance of a representative. If the Member is not satisfied with the oral response from the immediate supervisor at this Step, the Member may pursue the formal Steps which follow below. Before a grievance is placed in writing pursuant to Step One, such grievance shall be screened by the Grievance Chairman **or alternate Grievance chair.**
- B. **Step One -Communications Manager**
- (1) When such Member is not satisfied with the supervisor's response in the Preliminary Step, the Member may then submit said grievance in writing to the **Communications Manager** on the **FOP/OLC** Grievance Form. Such form must be submitted to the **Communications Manager** within seven (7) calendar days following the oral response from the Preliminary Step. The **Communications Manager** shall **sign and date** the form **upon receipt**. A grievance submitted beyond the seven (7) calendar day time limit shall not be considered.
 - (2) Within seven (7) calendar days of receiving the written grievance, the **Communications Manager** shall fully investigate and provide a

written response to the grievant. 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 satisfactorily resolved.

C. **Step Two - Chief of Police.**

- (1) Should the Member-grievant not be satisfied with the answer in Step One, within seven (7) calendar days the Member 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 Step and any other pertinent documents, to the office of the Chief of Police. The Chief shall **sign and date** the form, accurately showing the date the Chief's office received the form.
- (2) Within ten (10) calendar days of receiving the Grievance Form, the Chief (or designated representative for this purpose) shall schedule and conduct a meeting to discuss the grievance with the **grievant**. The **Member-grievant** may bring to the meeting the **Grievance Chair and/or** the appropriate Grievance Representative.
- (3) In the meeting called for at this Step, the Chief (or representative designated for this purpose) shall hear a full explanation of the grievance and the material facts relating thereto.
- (4) Within **fifteen (15)** calendar days of the meeting in this Step, the Chief shall complete his/her investigation and shall submit to the Grievance Chairman **and the grievant** a written response to the grievance.

D. Notwithstanding the procedure specified in the steps above, a member may file a grievance concerning a suspension or dismissal from employment directly at Step 2, or directly at arbitration by mutual agreement of the parties.

7.7 - Time Off For Presenting Grievances. A Member and the Grievance Representative **(or the alternate Grievance Representative in the Grievance Representative's absence)** 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 a grievance or have it heard.

7.8 - Grievance Representatives. Grievant and Grievance **Representative/Alternate Grievance Representative** shall not receive overtime pay to engage in grievance activities set forth in Section 7.5. However, grievance meetings at Step Two shall be held during the grievant's shift hours. The FOP/OLC shall notify the Chief, in writing, the names of Grievance Representatives and the Grievance Chairman within thirty (30) days of their appointment.

7.9 - Time Limits. It is the City's and the FOP/OLC's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful response at each Step the grievant **(in conjunction with the FOP/OLC)** and the City's designated representative may mutually agree, at any Step, to short time extensions for the City's answer, but any such agreement must be in writing and signed, **manually or electronically**, by the parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual consent. **In the absence of any mutual agreements otherwise, a grievance shall be considered withdrawn and will not be subject to further appeal by the Bargaining Unit member 1.) where time requirements at any step have lapsed, or 2.) at any point where a Bargaining Unit member submits a written statement to that effect. Unless the time limits have been extended in writing, any grievance not answered by the City within the stipulated time limits may be advanced by the Bargaining Unit member to the next Step in the Grievance Procedure.**

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, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance **notice to the other party** that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

7.11 - Grievance Form. The **official FOP/OLC grievance form shall be used in all instances when a grievance is filed, whether by an individual member or by a group of members.** The official grievance form will be supplied by the FOP/OLC. Copies of the completed form, including the action taken, will be distributed as provided in Section 7.6.

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

ARTICLE 8

ARBITRATION

8.1 - Appeal from Step Two. Should a Member grievant, after receiving the written answer at Step 2 of the Grievance Procedure, still feel that the grievance has not been resolved to the Member's satisfaction, **or if there has been mutual agreement of the parties that the grievance may be filed directly for arbitration,** the Member may request that it be heard before an arbitrator. **The decision to arbitrate a grievance rests with the Union. If the FOP/OLC decides to arbitrate the grievance a notice to arbitrate must be submitted to the City** within twenty-one (21) calendar days of receipt of the written answer from the Chief at Step 2.

8.2 - Selection of Arbitrator. Within fourteen (14) calendar days following the City's receipt of the FOP/OLC's notification for arbitration, the City and the FOP/OLC will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator by joint letter, the parties will **jointly** request the **Federal Mediation and Conciliation Service (FMCS)** to submit a panel of nine (9) names. The City and the FOP/OLC **will make every effort to** select one mutually acceptable arbitrator from the panel. If the City and the FOP/OLC cannot mutually agree, an arbitrator will be selected by the representatives of the parties alternately striking names and selecting the final remaining name. Before striking, each party may request a new and complete panel once. The party making such request shall pay the additional panel fee, if any.

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. It is expressly understood that the ruling and decision of the arbitrator, within their 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 is not required by 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 both parties. The expenses of any non-Member witness

shall be borne, if at all, by the party calling them. 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 the findings and award as quickly as possible within thirty (30) calendar days after the close of the hearing, and shall forward such findings, award, and all supporting data to City and to the FOP/OLC. 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 FOP/OLC recognize the benefit of exploration and study of current and potential problems and differences in the administration of this Agreement through meetings of representatives to exchange views and information. Accordingly, the Labor relations committee shall continue to function during the term of this Contract to develop approaches and possible solutions to matters of vital concern. This Committee will meet at least once semi-annually and at other times when mutually agreed between the parties.

Included among the matters which can be the subject of these discussions are such things as major changes in operations contemplated by the City which will affect Members of the FOP/OLC, contemplated changes in General orders, contemplated changes in police mission, and concerns of the FOP/OLC relative to equipment, uniforms, etc.

The Committee shall study, explore, and make recommendations to the FOP/OLC and the City during the term of this Contract concerning any issue referred to the committee by either party. The committee shall consist of two (2) representatives from the FOP/OLC, **who shall be the FOP/OLC Associate and Alternate Associate** and the Chief of Police and the Administrative Assistant (or designee). **Neither the FOP/OLC Staff Representative nor legal counsel for the City are prohibited from attending.** 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 discussions, exploration and study of subjects referred to it by the FOP/OLC and the City. Any committee

recommendations to the FOP/OLC and the City are on a confidential basis; likewise there shall be no publication that the committee is meeting on any specific subject without the advanced approval of the FOP/OLC Grievance Chairman and the Administrative Assistant (or designee). The committee shall have no authority to bargain for the FOP/OLC and the City on any issue. The committee shall not engage in collective bargaining nor in any way modify, add to, or delete from the provisions of this Contract. To the extent that mutual agreement may be reached, the committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Contract.

Through these meetings the FOP/OLC and the City agree to discuss legitimate and reasonable efforts to maintain and improve the skill, ability and service delivery of the Bargaining unit and the elimination of unnecessary inefficiencies where such can be shown to exist.

ARTICLE 10

CORRECTIVE ACTION AND RECORDS

10.1 - Corrective Action for Cause. No Member shall be reduced in pay or position, 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 being taken against a Member which is more serious than a written reprimand.

- A. The Chief of Police or his or her designee, shall have the right to relieve a Member with pay, and/or administratively reassign a member, when the Member is unfit for duty or insubordinate.
- B. The Chief of Police shall also have the exclusive right to recommend that a Member be subject to suspension, reduction in pay or position, or removal. The Chief of Police shall certify recommendation in writing, together with the charges.
- C. Once the Chief of Police has certified a recommendation, the Chief shall notify the Member of the recommendation. Within seven (7) calendar days after receiving notification, the Member shall notify the Chief of Police as to whether the Member:
 - (1) accepts the Chief of Police's recommendation, in which case the recommendation shall be implemented immediately; or

- (2) rejects the Chief of Police's recommendation and chooses to appeal the recommendation to the Director of Public Safety.

If the recommended disciplinary action exceeds a thirty (30) day suspension, the Member may not accept the Chief of Police's recommendation and the matter shall be automatically appealed to the Director of Public Safety.

D. If the matter is appealed to the Director of Public Safety, the following procedures shall apply:

- (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 representative at least two (2) days prior to the hearing on such charges. This certification shall be made to both the Director of Public Safety and the Member.
- (2) Within seven (7) calendar days from the receipt of the Chief's recommendations, the Director of Public Safety shall schedule a departmental hearing. The Member may be **placed upon or kept on** administrative reassignment **and/or** administrative leave with pay by the Chief of Police pending the outcome of the departmental hearing.

10.3 - Departmental Hearings. In accordance with the provisions set forth above, if a disciplinary matter is appealed to the Director of Public Safety, the Director of Public Safety shall conduct an independent hearing/pre-disciplinary conference where the charged Member will be allowed to be represented by an attorney or FOP/OLC representative (at no cost to the City), and will be allowed an opportunity to present the Member's position, to call witnesses material to their defense and to present evidence. During this hearing/pre-disciplinary conference, the Member will not have the opportunity to confront and cross-examine their accusers. Hearings will be held in the office of the Director of Public Safety, unless an alternative site is mutually agreed upon by the parties. The Director of Public Safety, in any hearing or charges against a Member, 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, and shall have the opportunity to question or examine any Member or witness. The Director of Public Safety shall render judgment which may be dismissal, suspension, written reprimand, oral reprimand or not guilty. Such judgment shall be final except as otherwise set forth in **Article 8 of this** Contract. Oral and written reprimands shall not be subject to arbitration.

A Member who is charged, their representative, or the City may make written request for a continuance. Such request will be granted where practical at the discretion of the Director of Public safety. The length of such continuance shall be mutually agreed upon.

A Member who is charged, or the representative, may make written request directly to the Chief to review the Member's personnel file. Such request will be granted immediately by the Chief in the case of a pending departmental hearing. The City will make all good faith efforts to notify the affected Member of any charges or any decisions reached as a result of a departmental hearing, prior to any public statement.

10.4 - Actions of Record. At any time an inquiry concerning a Member occurs wherein corrective action of record (**oral reprimand**, written reprimand, suspension, reduction, or removal) **defined below**, will or may result, the Member will be immediately notified that such result is possible. While the parties understand that some supervisors will retain private, written notes to document their giving of oral reprimands, such written documents or oral reprimands will not appear in Members' personnel files or other official records of the City or the Division of Police. Any such written documents or oral reprimands found in such records or file shall be removed upon the request of the Member.

Actions of record are defined as:

1. Oral Reprimand:

An oral reprimand is documented notice that some action, lack of action, or level of performance is unacceptable, and may result in further disciplinary action.

2. Written Reprimand:

A written reprimand is written notice that some action, lack of action, or level of performance is unacceptable and may result in a more severe penalty if repeated or continued.

3. Suspension:

A suspension is a punitive action resulting in the suspension of agency personnel for some action, lack of action, or unacceptable performance of duty.

4. Demotion:

Demotion is the lowering of the rank of an employee, by the Director of Public Safety, for some action, lack of action, or unacceptable performance which renders the employee ineffective in their rank.

5. Dismissal:

Dismissal is the permanent removal from service with the Division of Police. Dismissal may occur when agency personnel commit an act that is so serious that their continued employment cannot be permitted, or when progressive corrective action has been taken and there has been no change in the personnel's performance or behavior.

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 dismissal.

10.6 - Duration of Records. All disciplinary records will be maintained in each Member's personnel file throughout their period of employment except as follows: 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.

10.7 - Review of Personnel Files. Every Member shall be permitted to review their own personnel file at any reasonable time upon written request to the supervisor. 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, a Member's personnel files shall not be available for review by anyone. **Except as required by law, 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, job classification and pay range; except that additional specified information may be given upon **advance notice to** the Member involved **by** the Chief of Police. Any Member may copy documents that have been placed in their 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 **three (3)** working days prior to the City's intended compliance with the request. Within this **three (3)** day period, the Member shall have the opportunity to take any one or more of the following actions:

- A. Ensure 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;
- B. Protest the City's intended compliance with request by filing a written letter of protest with the Director of Public Safety, which letter of protest shall be considered prior to the City's compliance with the request; and
- C. Pursue any available legal remedy.

10.8 - Inaccurate Documents. If upon examining their personnel file, any 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 concurrence with the memorandum's contents.

10.9 - Placement of Material in Personnel File. 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, to the extent possible, work rules shall be reduced to writing and provided to all Members fourteen (14) days in advance of their enforcement. Any charge by a Member that a work rule, General Order, Training Bulletin or Informational Order is in violation of this Contract or has not been applied for interpreted uniformly to all Members, shall be a proper subject for a grievance. The City will provide the FOP/OLC Grievance chairperson copies of any revised or new work rules, General Orders, and Training Bulletins, in advance of their intended effective dates.

ARTICLE 12

SENIORITY CONSIDERATIONS

12.1 – Seniority Defined. For purposes of this Contract, “Seniority” shall be defined as total continuous service in the City. Continuous service shall not be considered broken due to absences caused by military, pregnancy, injury, sick and other City-approved leaves of absences as allowed by this Contract or by City ordinance. A “break in service” is defined as:

- A. Separation because of resignation, except where 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 available sick leave, which ever 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 21.5.

12.2 – Application of Seniority. When a vacancy occurs on a shift and/or days off scheduled or vacation leaves are to be scheduled, and where there are two or more applicants with the same request, the applicant with the highest seniority shall be granted the request. All job openings within the division must be posted at least one (1) week prior to filing that position provided, however, that in the event a Member is unavailable during such one (1) week period, the posting period shall be two (2) weeks. When there is more than one (1) assignment vacancy, all these assignments can be posted simultaneously.

12.3 – Application of Seniority for Specialized or Technical Positions. Whenever a vacancy or a new position occurs which requires specialized and/or technical skills and where there are two or more applicants for the same vacancy or position, the applicant who is qualified for the position because of basic skills, ability, work performance, specialized training and seniority shall be considered for the vacancy or position. All job openings within the communications bureau must be posted one (1) week prior to filling that position provided, however, that in the vent a Member is unavailable during such one (1) week period, the posting period shall be two (2) weeks. When there is more than one (1) assignment vacancy, all these assignments can be posted simultaneously.

12.4 – Temporary Assignments. A temporary assignment is defined as a non-permanent change in a Member's assignment generally not to exceed six (6) months. If that assignment exceeds six (6) months, then the assignment will become permanent and the new assignment will be posted according to the guidelines set forth in Section 12.2 or Section 12.3 unless extended as set forth below. If a temporary assignment exceeds six (6) and the Chief of Police does not intend to make that assignment permanent, the Chief will announce by posting that the particular temporary assignment will continue. That continuance will be for six (6) months. After this six (6) month period, the assignment automatically becomes permanent and the Member's new assignment will be posted according to the guidelines set forth in Section 12.2 or Section 12.3 above. In the event of a special assignment that **lasts** beyond one (1) year, the affected member may bid based on seniority upon the expiration of the special assignment. If the temporary assignment does not become permanent under the provision of this Section, then the **Member filling the** temporary assignment shall be returned to their former permanent assignment. A temporary assignment once abolished shall not be recreated as a temporary assignment within one (1) year after the abolishment, unless the department opens the recreated temporary assignment to bidding.

ARTICLE 13

WAGES AND LONGEVITY

13.1 - Wages. The following straight time wages will be paid Members:

Grove City Dispatchers Wage Structure				
	2017/Current	2018	2019	2020
	Increase %	<u>2.75</u>	<u>2.5</u>	<u>2.5</u>
Dispatcher				
Probation	20.13	20.68	21.2	21.73
Step 1	21.17	21.75	22.3	22.85
Step 2	23.27	23.91	24.51	25.12
Step 3	24.9	25.58	26.22	26.88
Step 4	26.48	27.21	27.89	28.59
Step 5	28.07	28.84	29.56	30.3

The supervisor wage will be a total of 10% above the dispatcher wage in the applicable step.

13.2 - Pay Plan. The Member shall be advanced to the next higher rate in the appropriate schedule, set forth **above**, providing the Member's services have been satisfactory at the discretion of the City. Subsequently, the Member shall be advanced to higher rates within the schedule yearly until the Member has reached the maximum rate of the schedule for the position. For purposes of clarification, every Member in a classified position covered under this Contract, to be eligible for a step increase, shall have successfully completed one full year of satisfactory service within a particular class, step and grade. The following shall apply to advancement from Probation Step to Step 5 in the position of Dispatcher:

- A. Probation Step shall be the minimum rate and shall be the hiring rate for the class except the City may elect to start a new hire at a higher step if the applicant clearly has demonstrated previous emergency dispatcher experience and training. In no case will the new hire receive a starting rate higher than Step 3.
- B. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 1 on the first day following completion of one (1) year of continuous service in the Member's class at Probation Step.
- C. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 2 on the first day following completion of one (1) year of continuous service in the Member's class at Step 1.
- D. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 3 on the first day following completion of one (1) year of continuous service in the Member's class at Step 2.
- E. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 4 on the first day following completion of one (1) year of continuous service in the Member's class at Step 3.
- F. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 5 on the first day following completion of one (1) year of continuous service in the Member's class at Step 4.
- G. The salary step advancements as prescribed in this Article shall be mandatory upon the Appointing Authority with regard to classified employees.
- H. References in this Contract to Probation Step are provided only for reference and are not to be viewed as indicative of any representation made by the FOP/OLC or the City that the FOP/OLC had or has any role to play in the hiring or recruiting of dispatchers.

13.3 - Pension Pick-up. The full amount of the statutorily required employee contribution to the Public Employees' Retirement System ("The Fund") shall be withheld from the gross pay of Members and shall be "picked-up" by the City and shall be designated as public employees contributions and shall be in lieu of contributions to the Fund by each 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. – Longevity. For all Members, the following longevity bonus schedule shall be in effect.

<u>Paid First Pay Period Following this Anniversary</u>	<u>Annual Longevity Lump Sum Payment</u>
5th through 10th	\$ 1,075.00 per year
11th through 15th	\$ 1,325.00 per year
16 th through 20 th	\$ 1,550.00 per year
21st and thereafter	\$ 1,900.00 per year

The longevity payments shall be made, in accordance with the above schedule. Payment will be made in a separate lump sum payment on the first pay period ending after each anniversary date of each year. For the purposes of overtime compensation, longevity shall be included in the Member's overtime rate and such overtime shall be paid each pay period as earned.

13.5. Training Officers (TO). Training Officers will be selected by their immediate Supervisor on the basis of their experience, education, skills and work performance in addition to their ability to train individuals. Training Officers, so selected, shall receive **one dollar (\$1.00)** per hour for all hours actually worked as a training officer. Such compensation will not be included with any leave time; only hours actually worked.

13.6 TAC Assignment. Any Member selected by their immediate supervisor to perform the duties as a "TAC Officer" shall be compensated an additional eighty-five cents (\$.85) per hour. Such compensation will not be included with any leave time; only hours actually worked.

13.7 Wage Statement. The City shall provide to each Member a statement that lists the Member's regularly hourly rate and the Member's overtime hourly rate, including any required premium pay. Such statement will be provided whenever the regular hourly rate or overtime hourly rate changes.

ARTICLE 14

SHIFT DIFFERENTIAL

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

Effective January 1, 2018, shift differential shall be one dollar and fifteen cents (\$1.15) per hour.

14.2 - Eligibility. Shift differential pay shall be provided for the hour(s) actually worked between 3:30 p.m. and 7:30 a.m. only, but excluding any hours in paid status while on approved leaves (injury leave, vacation, sick leave, off-duty court time hours and other such time) - shift differential shall not be paid in addition to regular pay for any hours of on-leave with pay.

If shift differential pay is applicable under the terms of this Article and authorized overtime occurs, the shift differential shall be paid only for each whole hour of overtime actually worked between the qualifying hours, and the shift differential pay shall be added to the base hourly rate prior to computing the overtime rate only for such hour(s). Shift differential pay is not applicable to court appearance time but is applicable to hours worked when called back to duty if the Member otherwise qualifies for the shift differential pay.

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

ARTICLE 15

CLOTHING AND EQUIPMENT

15.1 - Initial Issue. Upon appointment to the Division of Police each new Member shall be issued all required and approved uniform parts and equipment. Please refer to the Grove City Police Uniform and Equipment Manual.

15.2 - Cleaning and Replacement. The City will issue each Member a check in January in the amount of one hundred and seventy-five (\$175.00) dollars for the cleaning of the uniforms. When uniforms or equipment are deemed unserviceable by the chain of command due to normal wear and tear, the uniform or equipment will be replaced at no cost to the Member.

15.4 - Personal Items. Members must obtain approval from the Chief of Police and sign a release and waiver prior to wearing personal items in the line of duty.

15.5 - Damaged or Lost Uniform Parts or Equipment. All clothing and uniform parts or equipment must be approved in advance of use by the Chief. For all clothing and uniform parts or equipment so approved, 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 may subject the Member to discipline.

15.6 - Uniform Taxes The City agrees to order and distribute uniforms as needed to Union Members on a quarterly basis. Following the distribution of uniform parts, the Chief of Police (or designee) shall certify to the Director of Finance the value of the issued items and to whom they were issued. The Director of Finance shall withhold the required taxes from the Members pay on the next full pay period following receipt of the certification.

ARTICLE 16

UNION BUSINESS

16.1 - Ballot Boxes. The FOP/OLC shall be permitted, with the prior notification to the Chief of Police, to place ballot boxes at Police Headquarters for the purpose of collecting Members' ballots on all FOP/OLC issues subjected to ballots except ballots regarding job actions. Such boxes shall be the property of the FOP/OLC and neither the ballot boxes nor the ballot shall be subjected to the City's review.

16.2 - Bulletin Boards. The FOP/OLC shall be permitted to maintain FOP/OLC bulletin boards at Police Headquarters. The City will furnish and install such board.

16.3- FOP/OLC Officials Roster. The FOP/OLC shall provide to the City an official roster of its Members who are or become FOP/OLC **Associates and/or**

representatives within thirty (30) days of the effective date of this Contract and within thirty (30) days of any change and will include the following:

- A. Name
- B. Address
- C. Home Telephone
- D. Immediate Supervisor
- E. FOP/OLC Office held

The City Administration agrees that **except as required by law**, this roster shall not be made available to the public and that only Administration employees with a legitimate need to know shall have access to the roster and that unlisted telephone numbers will not be shared with anyone outside the City.

16.4 - Union Meetings

The Union may be permitted, upon prior notification to and approval by the Police Chief or designee, to hold meetings for Union members at the Police Department, subject to availability. The written or emailed request for meeting space shall be made no less than forty-eight (48) hours in advance of the meeting and shall state the date and time of the meeting.

Members will attend these meetings on their own time and will not be compensated by the Employer.

16.5 - Union Release Time. The Bargaining Unit **Associate and Alternate Associate** shall be granted sixteen (16) hours per year of Union Leave **each year**, scheduled and used with Supervisory approval, to attend the state FOP/OLC conference. Any unused Union Leave will be forfeited at the end of the year without any pay and shall not accumulate or carry into the next year. **The Associate or Alternate Associate** using such leave time must show proof of the FOP/OLC activity. Negotiating team Members will be considered to be on duty while attending negotiating sessions scheduled during their scheduled hours of work.

ARTICLE 17

HOURS OF WORK AND OVERTIME

17.1 – 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 work day 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. "Paid Status" shall include work hours as well as all hours in paid status while on approved leave, including holidays, vacations, injury, military and sick leaves, etc.

17.2 - Compensation. The City shall pay each Member on a biweekly basis.

The City may adjust its pay periods to be consistent with all state and local laws. Any such adjustment to the pay period shall be fully communicated to all Members, be the same for all City employees and be administered to minimize the financial impact on all Members.

17.3-Overtime. Members shall be compensated at straight time rates for all hours in paid status except that all hours worked or in paid status (other than sick leave as set forth below) totaling in excess of the eight (8) or ten (10) hours standard workday (whichever applicable) 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 (1½) times the Member's regular straight-time hourly rate. Sick leave will not count as time actually worked for overtime purposes unless the member request re-approval forty-eight (48) hours before the absence.

17.4 - Overtime Scheduling. Good faith efforts will be made consistent with efficient and effective operation of the Department to rotate prescheduled overtime and to distribute in a fair and efficient manner unscheduled overtime among all qualified Members. 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. The City will make reasonable attempts to post pre-scheduled overtime two (2) weeks in advance when possible. This provision shall under no circumstances be interpreted as limiting the City's right to schedule and assign overtime.

17.5 – Provisions Regarding Holidays and Overtime. Requests for leave on the holidays listed in Article 19, and the additional days listed below, for the purpose of this Article only, shall be granted only if another Member(s) voluntarily accepts the assignment of the shift hours. The Member requesting leave shall forward their request in writing to the Supervisor, who will then post the leave request on the overtime posting sheet upon receipt. The Member shall make the leave request at least seven (7) days before such leave is desired. Member(s) shall indicate their willingness to volunteer for such coverage by signing the overtime posting sheet where indicated. If voluntary coverage is not offered by

other Members, the leave will not be granted to the requesting Member. In addition to those listed in Article 19, dates that will not be covered with mandatory assignment, absent special needs or circumstances, which will

be determined in the City's sole discretion, are:

- Grove City Fireworks
- Grove City Beggar's Night
- New Year's Eve
- Mother's Day
- Father's Day

The City maintains the right to mandate coverage on all days, including holidays and those days listed above, for leave requests of five (5) or more working days or approved sick/injury leave. This provision shall not be construed to limit the City's management rights and responsibilities.

17.6 - Shift Preference. Whenever a vacancy occurs in a shift and/or days off schedule, the Member applicant with the greatest seniority (as defined in Section 12.1) making a request for said vacancy shall be selected. Written requests for changes in shift and/or day off schedules may be made at any time. Such requests will be reviewed and acted upon at least every six (6) months in February and August. Such request will be retained until the completion of the next bidding process. As long as staffing levels allow, the City shall continue the practice of shift bidding twice a year (beginning on the first Monday in February and August as noted above) with such bidding changes taking effect the first full pay period after completion of the bidding process. When the bidding process is underway, each Member shall have no more than three (3) calendar days to make a bid selection after receiving notice that it is their turn to make a bid on the schedule. A Member who does not make bid selection within three (3) calendar days shall forfeit the right to make a selection at that time and the process shall continue with the next least senior dispatcher. After the next least senior dispatcher makes a selection, the process will return to the Member who was most recently bi-passed from the process due to the failure to make a timely bid. At that time, the Member will again have three (3) calendar days to make a bid on the schedule. A Member who again does not make a bid selection within three (3) calendar days shall forfeit the right to make a selection at that time and their turn shall revert to the end of the process. The process shall continue with the next least senior dispatcher. This bidding process and provision, including the timelines and forfeitures, shall not be affected or adjusted for any leaves or absences of any kind. There shall be no ability to appeal or grieve any aspect of this bidding process and provision.

17.7 - 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 by the supervisor of the Member who is seeking to find a substitute for their hours.
- B. The hours the Member works as a substitute shall not be counted as hours worked for purposes of overtime but the hours may result in the payment of shift differential or Holiday premium to the Member working the substitution or trade if the hours so qualify. The Member who has traded away such time will in no way qualify for any pay whatsoever for such hours.
- C. The substitution may not result in the Member working back-to-back shifts.
- 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 their regularly scheduled shift.
- E. All trades must be completed within 90 days.
- F. Members who terminate City employment for any reason with trades still owed shall have the total number of hours withheld from their final City pay.

17.9 - Shift Transfers. Consistent with the rights granted management in Article 6, Management Rights and Responsibilities, the City may reassign a Member to another shift. The City shall give the Member fourteen (14) days notice prior to the transfer, or less if mutually agreed upon by the City and the Member. If such a shift reassignment is made by the City after the request of any Member(s) no notice need be given to any affected Members(s).

17.10 Overtime Compensation. The City agrees that premium payments required by FLSA will be included in the Member's base hourly rate when determining overtime rate.

ARTICLE 18

REPORT IN, CALL IN, AND COURT PAY

18.1 - 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 (1½) 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 and/or who are scheduled to attend quarterly meetings when the meeting start time does not abut the Member's regularly assigned work time.

18.2 - 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 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 (1½) times their hourly rate for each such hour worked, and shall be paid a minimum of three (3) hours for each such court appearance at this rate. This Section shall also apply to a Member's required appearance in any administrative hearing.

18.3 – 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 their work, and outside 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 18.2 shall apply and the Member shall not be entitled to "stand-by" pay.
- B. 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 they are 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.
- C. Members issued a stand-by subpoena must be available to respond to all calls prior to 11:00 AM. Failure to respond to such calls will result in the loss of Court Stand-by pay for that particular subpoena.
- D. The City and the FOP/OLC agree that if court procedures are changed by the court system, that these policies may be discussed at labor relations to insure that this stand-by policy remains fair and equitable.

ARTICLE 19

HOLIDAYS

19.1 - 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 Birthday	Third Monday in February
Easter Day	
Memorial Day	Last Monday in May
Independence Day	July 4
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 Years Eve	December 31
Member's Birthday	

Any special holiday proclaimed by the Mayor.

19.2 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.

19.3 - Payment for Actual Working on Holidays. If a Bargaining unit Member is scheduled to work and does work on one (1) of the aforementioned holidays the Member will be paid one and one half (1½) times his or her regular hourly rate in addition to holiday pay referenced in Section 19.2. These payments shall be made with the Member's regular pay.

ARTICLE 20

VACATION LEAVE

20.1 – 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.

20.2 – Conditions of Accrual. Each full-time status 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 20.3 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.

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

Years of <u>Completed</u> Service	Paid Vacation Hours Per Year	Vacation Accrued Per Pay Period
1 year through & including 3	80	3.0769
4 years through & including 8	120	4.6153
9 years through & including 13	160	6.1538
14 years through & including 17	200	7.6923
18 years or more	240	9.2307

20.4 – Maximum Accrual of Vacation.

Years of <u>Completed</u> Service	Maximum Accrual of Vacation Hours
1 year through & including 3	240 hours
4 years through & including 8	360 hours
9 years through & including 13	480 hours
14 years through & including 17	600 hours
18 years or more	720 hours

- A. At the end of each vacation year, Members in full-time status shall be paid for any vacation balances in excess of the maximum fixed by this Article.
- B. A Member in full-time status who is to be separated from City service through removal, resignation, retirement or layoff and who has unused vacation leave to their credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such Member a vacation leave after their last day of active service with the City.
- C. When a Member dies while in paid status in the City service, any unused vacation leave to their credit shall be paid in a lump sum to the Member's estate at the rate of pay in effect at the time of Member's death.
- D. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Appointing Authority.
- E. Vacation leave may be taken in one half (1/2) hour increments. Supervisors may recommend vacation time for one (1) to seven (7) hours upon request and without prior notice.
- F. More than one (1) Member may be on vacation leave at the same time.
- G. When two (2) or more Members choose 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. The City may recognize prior emergency dispatch experience for the accrual of vacation leave. The scheduling of such vacation will still follow seniority rules with the City.

20.5 – Vacation Conversion. 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 21

SICK AND INJURY LEAVE

21.1 - 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. Sick leave may be used in one half (½) hour increments. When a Member first comes under the employ of the City, the Member shall be advanced sick leave to their credit in an amount equivalent to one hundred and twenty (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 been worked to earn the amount of sick leave advanced to said Member.

21.2 - Sick Leave Usage. Members may use sick leave, upon approval of the Administrative Assistant or the Chief, 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 Department Head); 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. For purposes of this Article, "immediate family" shall include spouse, child, parents, brother, sister, grandparents, 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.

At the City's discretion, an employee shall furnish a satisfactory written signed statement to justify the use of sick leave, a statement from the employee's health care provider or fully completed applicable City forms including those relating to FMLA or other leaves then in use by the City. Falsification of 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 Worker's Compensation for the same purpose.

21.3 - 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. The rate of conversion shall be 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 in the Member's sick leave bank.

21.4 Cash Payment for Sick Leave Credit Members shall, at the time of their retirement or resignation in good standing, receive sick leave payment based on the Member's rate of pay at retirement, or resignation for one-half (½) of the accumulation in excess of three hundred and sixty (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 an injury sustained in the course of their employment, the Member's estate shall be paid, on a day for day basis, for their unused sick leave at the rate of pay in effect at the time of the Member's death.

21.5. Donated Sick Leave

- A. Eligibility - Any eligible Member may apply to the Administrative Assistant or the Police Chief, 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:
1. A Member qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the **Human Resources Coordinator**. Written documentation from a medical doctor of the Member's

serious illness or injury must be attached to the request. The **Human Resources Coordinator** or **his or her designee** shall have the discretion to approve or deny such request.

2. Upon approval of a request for sick leave donation, the **Human Resources Coordinator** or **his or her designee** shall complete the necessary form and forward copies of same to each Member.
3. An employee wishing to donate sick leave to a fellow employee 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 shall:

1. Notify all bargaining unit Members of the Member's need for donated sick leave, while respecting the Member's right of privacy;
2. Approve payment of any such donated sick leave to the requesting Member on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the Member with their regular, straight-time pay for such pay period, whichever is greater.

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

1. Retains a sick leave balance of at least two hundred – forty (240) hours after deduction of the hours offered for donation; and
2. Voluntarily elects to donate sick leave to the Member approved for donation, understanding that any such leave donated and 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 employee 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.
5. Members receiving donated sick leave shall be eligible to receive such leave only until the Member's estimated date of return to duty, or until the first pay period during which the receiving Member fails to receive enough donated leave to receive their full two (2) weeks pay. Members who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation.
6. No Member receiving donated sick leave will be permitted to be off work 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 shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall be strictly voluntary. No bargaining unit Member shall directly solicit donations of sick leave from another Member other than by the posting of an approved form.

21.6 - Injury Leave. Each Member of the City who is disabled from performing their 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 Members by the sick leave provisions hereof, injury leave at the Member's normal rate of pay. 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 from the date of the disabling injury. The Director of Public Safety shall keep accurate records of injury leave and file a statement of such leave with the Mayor at the end of each month. The Director may prescribe needed rules and regulations for the establishment of eligibility for, and administration of, the benefits conferred by this Section 21.5. 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.

ARTICLE 22

SPECIAL LEAVES

22.1 - Special Leave. In addition to other leaves authorized herein, the Department Head may authorize a Member to be absent without pay for personal reasons for a period or periods not to exceed five (5) working days of any calendar year. The City Administrator 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 (1) calendar year in their sole discretion. In addition, the City Administrator may require special leave be dual counted along with leave under the Family and Medical Leave Act. While an employee is on special leave, they shall be responsible for the full cost of their benefit program and any other requirements set by the City, unless regulated by state or federal law.

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

22.3 - 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.

22.4 - Military Leave. Members who are **members of the Ohio Organized Militia which is comprised of the Ohio National Guard, the Ohio Military Reserve, and the Ohio Naval Militia, or as a reserve member of the Armed Forces of the United States** are entitled to leave of absence from their respective duties without loss of pay, and without any offset for receipt of military

pay, for the time they are performing service in the uniformed services, as defined in Section 5903.01 of the O.R.C., for periods of up to one hundred and seventy-six hours (176) hours within one (1) calendar year.

Employees are required to submit to the City an Order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one (1) continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, civil defense, or similar duties when so ordered by the Governor to assist Civil Authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the year as indicated above. The leave will cover the official period of the emergency.

Employees who are called or ordered to service by the President of the United States or an act of Congress for periods beyond one hundred and seventy-six (176) hours within the calendar year are entitled to leave of absence and to be paid the lesser of:

- A. The difference between the Member's gross monthly wage and the sum of the Member's gross uniformed pay and allowances for the month; or
- B. Five hundred dollars (\$500.00)

No pay for such periods will be received if the Member's military pay exceeds the pay as a City employee. The leave will cover the official period of the emergency.

If the member's military compensation exceeds the compensation the member is otherwise entitled to from the City, the member will not be entitled to any additional compensation from the City.

The City complies with all requirements of federal and state law related to military leave.

ARTICLE 23

FAMILY AND MEDICAL LEAVE

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

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

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

ARTICLE 24

INSURANCE

24.1 - Hospitalization, Surgical, Major Medical. The City agrees, for the life of this Agreement, to continue to provide a similar level of hospitalization, surgical, major medical, dental, vision and life insurance as was in effect at the time of the signing of this Agreement. The City agrees to meet and discuss any proposed modification or change of carrier prior to the time any modifications or change of carrier would be implemented. **Effective July 1, 2018** the City shall pay **eighty-five (85%)** of the cost of the monthly premium for such coverage and the member shall pay **fifteen (15%)** of the cost of the monthly premium for such coverage for the life of this Agreement. Premium amounts shall be paid the first and second pay periods of each month for a total of twenty-four (24) pays per year. Annual adjustments shall be made for the life of this Agreement on or around each January 1 to reflect the City and employee monthly premium costs. The amounts paid by Member's will be reduced from the Member's gross salary for tax purposes, so long as permitted by law.

24.2 – Plan Requirements/Cost Containment/Medical Utilization Review. Members shall follow all terms, conditions, requirements and procedures of the City's that are in effect. For illustrative purposes, this may include, but is in no way limited to, terms, conditions, requirements and procedures related to inpatient admissions, pre-certifications, medical utilization review, deductible and

co-insurance provisions, emergency and non-emergency visits and surgeries, second opinions and other such policies.

24.3 - Vision Care Plan. The City will maintain current or similar vision coverage for all full-time Members for "single" or "family plan" coverage.

24.4 - Dental Care Plan. The City will maintain current or similar dental coverage for all full-time Members for "single" or "family plan" coverage.

24.5 - Life Insurance. The City will provide life insurance in the amount of seventy five thousand (\$75,000.00).

24.6 - 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.

24.7 Prepaid Legal Services. The City will maintain for Members the same or similar prepaid legal service coverage in effect as of January, 2008 for the life of this Agreement.

24.8 "Section 125" Payments Plan. To assist Members with certain qualifying healthcare and childcare costs, the City will initiate a "Section 125" payments plan to allow Members the benefit of using pre-tax dollars for certain qualifying costs.

24.9 Members not taking City Health Insurance, Major Medical and Hospitalization. Members electing not to take such City insurance coverage for the entire calendar year shall receive the following payment in December for that year;

- A. Members eligible for family coverage but taking no coverage \$2300.00;
- B. Members eligible for family coverage but taking single coverage \$1300.00
- C. Members eligible for single coverage but taking no coverage \$1300.00.

Members whose spouse is eligible for health insurance and who takes the plan provided by the City shall not qualify for this payment.

24.10 High Deductible Health Plan. The City shall provide health insurance through a High Deductible Health Plan (HDHP) to all Members. The City will fund each Member eighty percent (80%) of the yearly deductible and such payments will be made in January of each year.

24.10 New or Additional Health Insurance Options It is the City's intent to offer HDHP only for the duration of this contract, however if during the term of

this Agreement, the City makes available a new or additional health insurance option to any group of City employees, the Members shall have the option of enrolling in such Plan in lieu of any other health insurance provided by the City, on the same terms and conditions applicable to the City employees enrolled in such Plan.

ARTICLE 25

MISCELLANEOUS

25.1 – Personal Expenses. The following shall apply as to personal expenses incurred by Members related to travel, **etc.**, on City business:

- A. Any Member, whenever authorized by the Administrative Assistant to engage in or upon official daily business for or on behalf of the City, will be reimbursed for all expenses incurred within Franklin County. Such Member shall submit a statement of expenses to the Director of Finance with such supporting data as the Director requires.
- B. Any Member, upon specific prior approval of the Administrative Assistant will be reimbursed for expenses for official daily business outside Franklin County. Such Member shall submit a statement of the expenses to the Director of Finance with such supporting data as the Director requires.
- C. This reimbursement for any expenses shall include but not be limited to the pay for the use of private automobiles at the current IRS rate per mile.
- D. Any Member may request prepayment of any expenses. Such request shall be authorized by the Administrative Assistant and submitted to the Director of Finance for approval with such supporting data as requested by the Director within thirty (30) days following the expenditure.
- E. Reimbursements other than those included in this Section shall be specifically authorized by Council and approved by the Administrative Assistant.

ARTICLE 26

MISCELLANEOUS

26.1 - 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, supplies and equipment required for Members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, supplies and equipment provided by the Administration.

26.2 - Layoffs. Layoffs and reinstatements from layoffs within the Bargaining Unit 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 Members covered by this Agreement.

ARTICLE 27

TUITION REIMBURSEMENT

27.1 - 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 him or her. The tuition reimbursement program shall be subject to the following conditions:

- A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Chief of Police, (or designee). All courses are subject to approval by the Chief of Police. There must be a reasonable correlation between the Member's duties and responsibilities and the courses taken as determined by the Chief of Police. All scheduled times of courses must be approved by the Chief of Police. Any situation which, in the discretion of the Chief of Police, 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. All coursework subject to potential reimbursement shall be transmitted at least fifteen (15) days in advance of enrollment in the class to the Chief for pre-approval. A Member must timely complete all coursework in the regularly scheduled class schedule and receive a grade of "C" or better, or if the course is "pass/fail" a grade of "pass," to be reimbursed per this program. Reimbursement for tuition shall be made when the Member satisfactorily completes the course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution or agency confirming completion of the approved course to the Chief of Police. Reimbursements shall be made within sixty (60) days of the date the Member complies with the provisions of this Section.

- D. Reimbursement shall be granted up to a maximum of **five thousand dollars (\$5,000.00)** per year and shall be for reimbursement of tuition costs and books only. Reimbursement shall not be granted for supplies necessary for successful completion of the course.
- E. Any Member participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to stay with the City for the two (2) years following completion of the course work; if the Member does not do so, the Member may be asked to reimburse the City for its expenditures under this program.
- F. The Chief of Police is responsible for establishing rules, devising forms, and keeping records for the program.

ARTICLE 28

SUBSTANCE ABUSE AND TESTING

28.1 – Purpose. The City and the FOP/OLC recognize that the ability of a Member to properly perform their 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 Department, 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 the Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace. The City and the FOP/OLC recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective dispatching and service to the citizens of the City of Grove City by maintaining a drug and alcohol-free workplace.

28.2 – Definitions. The following definitions shall govern this Article:

- A. "Under the influence" means (1) an employee is using illegal drugs or misusing legally prescribed drugs or alcohol, or the combination of any illegal or misused drug and alcohol; or (2) the presence of a controlled substance, illegal drug, or misused or unlawfully used legal drug(s) in an employee's body as indicated by a verified positive drug test result or admission of the same.
- 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 prescribed drugs not being used for prescribed purpose. **Illegal drug includes, without limitation, cannabis, cannabis derivatives, and cannabinoids.**
- D. "Reasonable suspicion" is an articulated belief that a Member is using illegal drugs or misusing alcohol. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the Member, or from particularized information, and reasonable inferences there from.

28.3 - Prohibited Conduct. For purposes of this Article, the following conduct is prohibited:

- A. Reporting to work or working under the influence of alcohol;
- B. Consuming or possessing alcohol at any time while on duty, or anywhere on any City premises or in any City vehicles;
- C. Possessing, using, selling, purchasing, manufacturing, receiving, dispensing or delivering any illegal drug at any time and at any place except when authorized in the line of duty;
- D. Abusing or misusing any prescription or legal drug.

28.4 - Testing Permitted.

- A. **Reasonable Suspicion Testing.** Where the City has reasonable suspicion to believe that a Member is engaging in conduct prohibited by Section 28.3, the City shall have the right to require the Member to submit to alcohol or drug testing as set forth in this article.
- B. **Random Testing.** The City may conduct random, unannounced testing of Members for alcohol and drug usage at an annual percentage rate of twenty-five percent (25%) of the average numbers of Members employed in the unit. The selection of Members for random testing shall be made by a scientifically valid method, such as a random number table or computer-based random number. Under the selection process, each Member shall have an equal chance of being tested each time selections are made.
- C. **Pre-Employment Testing.** Nothing in this contract shall limit the right of the City to conduct any alcohol or drug tests it may deem appropriate for persons seeking employment prior to their date of hire. The parties agree that the FOP/OLC has no role or responsibility with regard to any such pre-employment testing.

28.5 - Order to Submit to Testing. A Member's refusal or failure, when ordered, to submit within the time limits provided hereinafter to a test permitted by this article shall subject the Member to discipline and/or discharge in the discretion of the City.

28.6 - Testing Determination. Upon determining that a Member must submit to a breath and/or urinalysis test for alcohol or drug usage either through random testing or because reasonable suspicion has been established, the supervisor shall give the Member an opportunity, prior to the test, to request the presence of, or to seek the advice from an FOP/OLC representative. The Member and the FOP/OLC 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. If an FOP/OLC representative is requested by the Member but is unable to be present ninety (90) minutes after the Member is informed of the testing, the supervisor may proceed with the testing without the FOP/OLC representative. The FOP/OLC representative, if available, may accompany the Member to and be present with the Member at the collection site. The City may place the Member subject to testing on paid administrative leave pending receipt of the test results, including any confirmatory testing set forth in Article 28.7.

28.7 - Testing Procedure and Results.

- A. The lab selected to do drug testing shall be federally certified and mutually selected by the City and the FOP/OLC. The facility collecting and testing breath samples shall hold all legally necessary licenses and shall be mutually selected by the City and the FOP/OLC.
- B. Prior to submitting a specimen, the Member will be asked to sign a consent-refusal form, and shall be subject to discipline, up to and including discharge, for refusing to sign such a form.
- C. The collection and processing of urine samples shall, in the case of drug testing, comply in all material and applicable respects to the procedures set forth in the most recent revision of "HHS: Mandatory Guidelines for Federal Workplace Drug Testing Program" initially published on April 11, 1988 in 53 Federal Register 11970. The collection, processing and testing of urine samples in the case of alcohol testing shall comply with the procedures set forth in 49 C.F.R. part 40.
- 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 leaving the

Member's sight each urine sample taken shall be placed in two (2) sterile collection containers which shall be each be sealed by placement of a tamperproof seal over the bottle cap and down the sides of the bottle, and labeled and then initialed by the Member. The collection of urine samples shall allow individuals privacy unless there is reason to believe that the Member being tested may alter or substitute the specimen to be provided. The sample within the first container shall be sent to the testing laboratory, and 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 chief 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 Chief will be so advised and the testing procedure will be concluded. The M.R.O. may verify a test as positive without interviewing the Member if more than five (5) days elapse after the M.R.O. first attempts to contact the Member.

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, the Chief shall be notified and the Chief shall in turn contact the Member. 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 contract. 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 also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.

- E. With regard to alcohol testing, tests shall be performed by an individual certified under federal standards. An initial positive alcohol level of .04 grams per 210l of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued. Only Members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 210l of breath.

28.8 - Voluntary Request for Assistance. A Member may voluntarily enter treatment without a requirement of prior testing. A Member who desires EAP assistance may notify the City's EAP Administrator. A Member who seeks voluntary assistance through their own service provider without notifying the City's EAP Administrator will not receive the protections from discipline afforded by this Section. Any Member who does voluntarily seek assistance and who notifies the City's EAP Administrator before the Member, is ordered to submit to a drug or alcohol test or is under investigation for drug or alcohol abuse, shall not be disciplined, but the Member must comply with Sections 28.9(A) through (F).

28.9 - Disciplinary Action. Members who have violated this article with regard to the misuse of legal drugs, the use of illegal drugs, or the prohibited conduct set forth in Sections 28.3(C) and (D) shall be subject to discipline up to and including discharge in the discretion of the City.

A Member who tests positive for the first time for alcohol at a level in the range of .04 to .09 and who cooperates in fulfilling the obligations set forth in (A) through (F) below may be disciplined up to a written reprimand. A Member who tests positive for alcohol at a level in the range of .04 to .09 for a second time or who tests positive the first time above this range, may be suspended. The length of such suspension shall be determined on a case by case basis. The limitation on discipline shall not limit the City in imposing discipline up to and including termination for misconduct which may be coincident with a Member's improper alcohol use. A Member who tests positive for the first time or a second time in the range of .04 to .09 must do the following in order to take advantage of the foregoing limitations on discipline:

- A. Cooperate in an evaluation for chemical dependency by an individual qualified under 49 C.F.R. part 382 to be a substance abuse professional and provide the City with a copy of the evaluation;
- B. Successfully complete all counseling, treatment or after-care (of up to 12 months) recommended by the substance abuse professional;
- C. Discontinue (and not resume) the use of illegal drugs or misuse of legal drugs or alcohol;
- D. Agree to authorize all persons involved in evaluating, counseling, diagnosing and treating the Member to disclose to the City's EAP the Member's evaluation, progress, cooperation, drug and alcohol use, and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the Member performing job duties or returning to active duty;
- E. Agree to submit to follow-up testing, at times determined by the City, up to eight (8) times in a twenty-four (24) month period for violations involving illegal drugs or the misuse of legal drugs, and up to four (4) times in a twelve (12) month period for violations involving alcohol (said 24 or 12 month period beginning after the Member's completion of counseling, treatment and/or aftercare); and
- F. Agree that during or after this follow-up testing period in (E) above, if the Member tests positive again or otherwise violates this article, the Member may be properly terminated.

Members who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge.

28.10 - 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 admissible in any disciplinary proceeding involving the Member.

28.11 - 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 policy limits under the Member's insurance program. Members will be allowed to use their accrued and earned leave (vacation or sick 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.

28.12 - Duty Assignment After Treatment. Once a Member successfully completes treatment to which the Member has been referred by the City under Section 28.9, the Member shall be returned to their regular duty assignment, provided the Member is then in compliance with Section 28.9.

28.13 - Changes in Testing Procedures. The parties recognize that during the life of this Contract, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will discuss any such improvements in the labor relations process. If the parties are unable to agree, the City shall have the authority to change the testing procedure.

28.14 - 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 contract relative to disciplinary action taken against a Member.

28.15- 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 constitution 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 29

ENTIRE AGREEMENT

29.1 – Acknowledgement. The City and the FOP/OLC 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.

29.2 – Waiver. Therefore, for the life of this Contract, the City and the FOP/OLC each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject matter not specifically referred to or covered in this Contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Contract.

29.3 – Agreement. The provisions of this Contract shall constitute the entire agreement between the parties and all prior negotiated agreements not contained herein, and all rules, or regulations not contained herein shall not be binding upon the parties to the Contract. This Contract may be altered, changed, added to or deleted from, or modified only through the voluntary consent of the parties in written and signed amendment.

ARTICLE 30

DURATION OF CONTRACT

30.1 – Duration. All provisions of this Contract become effective **January 1, 2018**, unless otherwise specified in this Contract and shall continue in force and effect until midnight **December 31, 2020**.

30.2 – Negotiations. Negotiations for modification of this Contract or negotiations for a successor Contract shall be subject to the provisions of Chapter 4117 of the Ohio Revised Code, including the dispute resolution provisions of the Ohio Revised Code § 4117.14.

Date: 06/26/18
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Smith
Sponsor Mr. Berry
Emergency: X 30 Days:
Current Expense:

No.: C-42-18
1st Reading: 07/02/18
Public Notice: 07/03/18
2nd Reading: 07/16/18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-42-18

AN ORDINANCE TO ENACT CHAPTER 909 OF THE CODIFIED ORDINANCES TITLED SMALL CELL FACILITIES AND WIRELESS SUPPORT STRUCTURES WITHIN THE RIGHT-OF-WAY AND DECLARING AN EMERGENCY

WHEREAS, in December 2016 the Ohio legislature enacted a law that would allow companies to build technology infrastructure in public rights-of-way with minimal opportunity for local governments to consent to or regulate the build-out; and

WHEREAS, the law was challenged and ultimately struck down under the single-subject rule; and

WHEREAS, while the law being challenged, several municipalities, including Grove City, worked with the telecommunications industry to draft a compromise bill; and

WHEREAS, the compromise Bill, H.B. 478, which amended Chapter 4939 of the Ohio Revised Code, was enacted by the legislature and signed by the Governor on May 2, 2018; and

WHEREAS, H.B. 478 goes into effect on August 1, 2018; and

WHEREAS, Ohio Revised Code Chapter 4939 as amended gives municipalities the ability to regulate the placement and appearance of small cell technology equipment – such as antennas, boxes and wires – that telecommunications companies seek to attach to traffic lights, utility poles, street signs, and other public infrastructure to provide connectivity for cell phones and other wireless devices; and

WHEREAS, an emergency exists for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the immediate need to establish rules and regulations for small cell facilities prior to the effective date of H.B. 478.

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

SECTION 1. Chapter 909 is hereby enacted as shown in Exhibit “A”, attached hereto and made a part hereof.

SECTION 2. For reasons stated in the preamble this ordinance is hereby declared an emergency measure and shall go into immediate effect.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

CHAPTER 909
Small Cell Facilities and Wireless
Support Structures within the Right-of-Way

909.01 Purpose and Intent	909.06 Small Cell Design Guidelines
909.02 Applicability	909.07 Standard Conditions of Permit Approval
909.03 Definitions	909.08 Safety Requirements
909.04 Application Required	909.09 Recovery of Costs
909.05 Application Review Timeframes & Process	909.10 Severability

CROSS REFERENCES

Regulations – see ORC Chapter 4939

909.01 PURPOSE AND INTENT

(a) The purpose of this chapter is to establish general procedures and standards, consistent with all applicable federal and state laws and local, for the siting, construction, installation, collocation, modification, operation, and removal of small cell facilities and wireless support structures in the right-of-way.

(b) The intent of this chapter is to:

- (1) Establish basic criteria for applications to locate small cell facilities and wireless support structures in the right-of-way and authorize the City Administrator or his or her designee to develop, publish, and from time to time amend applications and other associated materials to provide clear guidance to applicants;
- (2) Ensure that small cell facilities and wireless support structures are carefully designed, constructed, modified, maintained, and removed when no longer in use in conformance with all applicable health and safety regulations;
- (3) Preserve the character of the City of Grove City by minimizing the potentially adverse visual impact of small cell facilities and wireless support structures through careful design, siting, landscaping and camouflaging techniques to blend these facilities into their environment to the maximum extent practicable;
- (4) Enhance the ability of wireless communications carriers to deploy small cell facilities and wireless support structures in the city quickly, effectively, and efficiently so that residents, businesses, and visitors benefit from ubiquitous and robust wireless service availability;
- (5) Establish an application process and structure for payment of fees and charges to be uniformly applied to all applicants, operators and owners of small cell facilities and wireless support structures for such facilities;
- (6) Comply with, and not conflict with or preempt, all applicable state and federal laws, including without limitation Section 101(a) and Section 704 of the Telecommunications Act, Pub. L. 104-104, 101 Stats. 56, 70 (Feb. 8, 1996) (codified as 47 U.S.C. §§ 253(a), 332(c)(7)), as may be amended or superseded, and Section 6409(a) of the Middle Class Tax Relief and Job Creation Act, Pub. L. 112-96, 126 Stat. 156 (Feb. 22, 2012) (codified as 47 U.S.C. § 1455(a)), as may be amended or superseded, and all FCC rules and regulations to interpret and implement applicable federal statutes.

909.02 APPLICABILITY

(a) Subject to the Ohio Revised Code and approval of an application under this chapter, an operator may collocate a small cell facility and construct, maintain, modify, operate, or replace wireless support structures in, along, across, upon, and under the city right-of-way.

- (1) An operator shall comply with generally applicable standards that are consistent with this chapter and adopted by the city for construction and public safety in the right-of-way.
- (2) All structures and facilities shall be constructed and maintained so as not to impede or impair public safety or the legal use of the right-of-way by the city, the traveling public, or other public utilities.

(b) Exclusions.

- (1) Amateur radio facilities. This chapter shall not govern the installation of any amateur radio facility that is owned or operated by a federally licensed amateur radio station operator or is used exclusively for receive-only antennas.
- (2) Certain over-the-air receiving devices (OTARD). This chapter shall not govern the installation of any OTARD antennas covered under FCC regulations codified in 47 C.F.R. §§1.4000 et seq., as may be amended or superseded. OTARD antennas include, without limitation, direct-to-home satellite dish antennas less than one meter in diameter, television antennas and wireless cable antennas.
- (3) Handsets and user equipment. This chapter shall not govern the use of personal wireless devices (e.g., cell phones) or other consumer-grade mobile user equipment used in the right-of-way.

(c) The permitting procedures and authorizations set forth herein shall apply only to the placement of small cell facilities and wireless support structures in the right-of-way, and do not authorize the construction and operation of a wireline backhaul facility, which continue to be governed by Chapter 907: Right-of-Way Administration of the Codified Ordinances.

(d) Relationship to other chapters. This chapter shall supersede all conflicting requirements of other titles and chapters of this Code regarding the locating and permitting of small cell facilities and wireless support structures in the right-of-way.

(e) Nothing in this chapter precludes the city from applying its generally applicable health, safety, and welfare regulations when granting consent for a small cell facility or wireless support structure.

909.03 DEFINITIONS

(a) General use of terms

- (1) The terms, phrases, words, and their derivations used in §§909.01 through 909.29 shall have the meanings given in this section.
- (2) When consistent with the context, words used in the present tense also include the future tense; words in the plural number include the singular number; and words in the singular number include the plural number.
- (3) All terms used in the definition of any other term shall have their meaning as otherwise defined in this section.
- (4) The words “shall” and “will” are mandatory and “may” is permissive.
- (5) Words not defined shall be given their common and ordinary meaning.

(b) Defined terms

- (1) **ABANDONED.** Small cell facilities or wireless support structures that are unused for a period of three hundred sixty-five days without the operator otherwise notifying the city and receiving the city’s approval.
- (2) **AFFILIATE.** When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

- (3) AGENT. A person that provides the City written authorization to work on behalf of a public utility.
- (4) ANTENNA. Any transmitting or receiving device used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies, wireless communications signals, or other communication signals.
- (5) APPLICANT. Any person that submits an application to the city to site, install, construct, collocate, modify, and/or operate a small cell facility or wireless support structure in the right-of-way according to the requirements of this chapter.
- (6) CABLE OPERATOR. Any person or group of persons:
 - a. who provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system, or
 - b. who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system;
- (7) CABLE SERVICE.
 - a. The one-way transmission to subscribers of (i) video programming, or (ii) other programming service; and
 - b. Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.
- (8) CABLE FRANCHISE. An initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. 522 Section 546), issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system.
- (9) CLEAR ZONE. The unobstructed, traversable area provided beyond the edge of the through traveled way for the recovery of errant vehicles. The clear zone includes shoulders, bike lanes, and auxiliary lanes, except those auxiliary lanes that function like through lanes. As defined in the ODOT Location and Design Manual, Volume 1, Section 600—Roadside Design.
- (10) COLLOCATION or COLLOCATE. To install, mount, maintain, modify, operate, or replace small cell facilities on an existing publicly-owned wireless support structure.
- (11) DECORATIVE POLE. A pole, arch, or structure other than a street light pole placed in the public way specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for any of the following:
 - a. Electric lighting;
 - b. Specially designed informational or directional signage;
 - c. Temporary holiday or special event attachments.
- (12) ELIGIBLE FACILITIES REQUEST. Means the same as defined by the FCC in 47 U.S.C. 1455 (a)(2), as may be amended, which defines that term as any request for modification of an existing support structure that does not substantially change the physical dimensions of such support structure, involving:
 - a. Collocation of new small cell facilities;
 - b. Removal of small cell facilities; or
 - c. Replacement of small cell facilities.
- (13) FRANCHISE AUTHORITY. See CABLE FRANCHISE.
- (14) FCC. The U.S. Federal Communications Commission and any legally appointed, designated, or elected agent or successor.
- (15) HISTORIC DISTRICT. The Historical Preservation Area (“HPA”) as defined by Chapter 1138 of the Codified Ordinances.

- (16) MICRO WIRELESS FACILITY. A small cell facility that is not more than twenty-four inches in length, fifteen inches in width, and twelve inches in height and that does not have an exterior antenna more than eleven inches in length suspended on cable strung between wireless support structures.
- (16) OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES or OMUTCD. The uniform system of traffic control devices promulgated by the Ohio Department of Transportation.
- (17) OCCUPY OR USE. With respect to the right-of-way, to place a tangible thing in the right-of-way for any purpose, including, but not limited to, constructing, repairing, positioning, maintaining, or operating lines, poles, pipes, conduits, ducts, equipment, or other structures, appurtenances, or facilities necessary for the delivery of public utility services or any services provided by a cable operator.
- (18) PERSON. Any individual, firm, partnership, association, corporation, company, or other legal entity, private or public, whether for profit or not-for-profit.
- (19) PUBLIC UTILITY or UTILITY. A facilities-based provider of wireless service to one or more end users in this state, or any company described in section 4905.03 of the Ohio Revised Code and as further defined in section 4905.02 of the Ohio Revised Code, including but not limited to the following types of companies: telephone, electric light, gas, natural gas, pipe-lines, water-works, and sewage disposal systems.
- (20) RIGHT-OF-WAY OCCUPANCY FEE. A fee levied to recover the costs incurred by the city and associated with the occupancy or use of right-of-way.
- (21) RIGHT-OF-WAY. The surface of and the space above and below the paved or unpaved portions of any public street, public road, public highway, public freeway, public lane, public path, public bike path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive and any other land dedicated or otherwise designated for the same now or hereafter held by the city which shall, within its proper use and meaning in the sole opinion of the City Administrator, entitle a permittee, in accordance with the terms hereof and of any right-of-way permit, to the use thereof for the purpose of installing or operating any poles, wires, cables, transformers, conductors, ducts, lines, mains, conduits, vaults, manholes, amplifiers, appliances, attachments or other property or facilities as may be ordinarily necessary and pertinent to the provision of utility, cable television, communications or other services as set forth in any service agreement or any right-of-way permit. RIGHT-OF-WAY shall not include private easements or public property, except to the extent the use or occupation of public property is specifically granted in a right-of-way permit or by administrative regulation.
- (22) RIGHT OF WAY PERMIT, NON-RESIDENTIAL. A permit issued by the City as required by Chapter 907: Right-of-Way Administration of the Codified Ordinances that must be obtained in order to perform any work in, on, above, within, over, below, under, or through any part of the public right-of-way, including, but not limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, or installing, as well as the act of opening and cutting into the surface of any paved, improved, or unimproved surface that is part of the right-of-way.
- (23) RIGHT OF WAY PERMIT, SMALL CELL. Means a small cell facility or wireless support structure right-of-way occupancy permit as further defined in Section 909.04.
- (24) SMALL CELL DESIGN GUIDELINES. Means those detailed design guidelines, specifications and examples promulgated by the City Administrator for the design and installation of small cell facilities and wireless support structures in the right-of-way, which are effective insofar as they do not conflict with federal and state law, rule and regulations.
- (25) SMALL CELL FACILITY. A wireless facility that meets both of the following requirements:

- a. Each antenna is located inside an enclosure of not more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of not more than six cubic feet in volume.
 - b. All other wireless equipment associated with the facility is cumulatively not more than twenty-eight cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.
- (26) **SMALL CELL FACILITY OPERATOR or OPERATOR.** A wireless service provider, or its designated agent, or cable operator, or its designated agent, or a video service provider, or its designated agent, that operates a small cell facility and provides wireless service as defined herein. For the purpose of this chapter, “operator” includes a wireless service provider, cable operator, or a video service provider that provides information services as defined in the “Telecommunications Act of 1996,” 110 Stat. 59, 47 U.S.C. 153(20), and services that are fixed in nature or use unlicensed spectrum.
- (27) **SUBSTANTIAL CHANGE OR MODIFICATION.** A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:
- a. It increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
 - 1. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the wireless support structure, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.
 - 2. It involves adding an appurtenance to the body of the wireless support structure that would protrude from the edge of the structure by more than six feet;
 - 3. It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for wireless support structures in the public rights-of-way, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
 - 4. It entails any excavation or deployment outside the current site;
 - 5. It would defeat the concealment elements of the eligible support structure; or
 - 6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in (1) through (4) of this definition.
- (28) **TOLLING or TOLL PERIOD.** The pausing or delaying of the running of a required time period.
- (29) **UTILITY POLE.** A structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service. “Utility pole” excludes street signs and decorative poles.

- (30) VIDEO SERVICE PROVIDER. A person granted a video service authorization under sections 1332.21 to 1332.34 of the Ohio Revised Code.
- (31) WIRELESS FACILITY.
 - a. Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including all of the following:
 - 1. Equipment associated with wireless communications;
 - 2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration.
 - b. The term includes small cell facilities.
 - c. The term does not include any of the following:
 - 1. The structure or improvements on, under, or within which the equipment is collocated;
 - 2. Coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.
- (32) WIRELESS SERVICE. Any services using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided to the public using wireless facilities.
- (33) WIRELESS SERVICE PROVIDER. A person who provides wireless service as defined herein.
- (34) WIRELESS SUPPORT STRUCTURE. A pole, street light pole, traffic signal pole, a fifteen-foot or taller sign pole, or utility pole capable of supporting small cell facilities, excluding utility poles or other facilities used to supply traction power to public transit systems, including railways, trams, streetcars, and trolleybuses.
- (35) WIRELINE BACKHAUL FACILITY. A facility used for the transport of communications service or any other electronic communications by coaxial, fiber-optic cable, or any other wire.

909.04 APPLICATION REQUIRED

- (a) General Requirements. The following requirements shall apply to all small cell facilities and wireless support structures proposed within the right-of-way.
 - (1) No person shall occupy or use the right-of-way except in accordance with law.
 - (2) In occupying or using the right-of-way, no person shall unreasonably compromise the public health, safety, and welfare.
 - (3) No person shall occupy or use the right-of-way without first obtaining, under this Chapter or section 1332.24 or 4939.031 of the Ohio Revised Code, any requisite consent of the city.
- (b) Pre-Application Conference. Applicants are strongly encouraged to contact the city and request a pre-application conference. This meeting will provide an opportunity for early coordination regarding proposed small cell facilities and wireless support structure locations, design, and the application submittal, and the approval process in order to avoid any potential delays in the processing of an application and deployment of small cell facilities and wireless support structures in the city.
 - (1) Appointment Required. An appointment is required for all pre-application conferences. Applicants must contact the designated city staff member as noted on the application form, who will provide applicants an appointment with all applicable city representatives in a timely manner.
- (c) Application Required. Anyone seeking to site small cell facilities in the right-of-way shall first duly file a written application with the city, in accordance with the requirements in this section and additional requirements set forth in the Design Guidelines as modified from time to time by the City Administrator.

(d) Categories of Applications. In accordance with federal and state law, rule and regulation the city shall classify every application to locate small cell facilities in the right-of-way as one of the following types:

- (1) Eligible Facilities Request (Type I):
 - a. Involves collocation, replacement, modification, or removal of small cell facilities on an existing publicly owned wireless support structure; and
 - b. Does not substantially change the physical dimensions of the existing wireless support structure.
- (2) Collocation with Substantial Modifications (Type II):
 - a. Involves collocation, replacement or modification of small cell facilities on an existing publicly owned wireless support structure; and
 - b. Substantially changes the physical dimensions of the existing publicly owned wireless support structure.
- (3) Wireless Support Structure (Type III):
 - a. Involves the construction, modification, or replacement of a wireless support structure owned or operation by a wireless provider associated with a small cell facility within the right-of-way.
- (4) Wireless Support Structure Removal (Non-Residential Right-of-Way Permit (Type IV):
 - a. Involves the removal of a wireless support structure and associated small cell facilities from within the right-of-way owned or previously operated by a wireless provider.

(e) Required Application Materials. Unless otherwise required by state or federal law, all applicants shall submit to the city the following materials and information associated with each application type in order for the application to be considered complete:

- (1) Completed application form and fee as specified on the application.
- (2) A scaled and dimensioned site plan (not smaller than one-inch equals 50 feet) clearly indicating the following:
 - a. Proposed location within the right-of-way including nearest cross street intersection(s);
 - b. For adjacent parcel(s) perpendicular to the proposed small cell facility location, property ownership, including current ownership;
 - c. All existing conditions within 400 feet of the proposed location, including but not limited to, buildings, utilities within the right-of-way and associated above grade structures, location of electric service and fiber optic cable, all other underground and overhead utilities, small cell structures and facilities, sidewalks/shared-use paths, back of adjacent curb/edge of pavement, driveways, and street trees;
 - d. Dimensions shall be provided from the proposed small cell facility to existing wireless support structures and equipment, utility structures, back of curb/edges of pavement including driveways, sidewalks and shared-use paths;
 - e. Dimensions shall be provided between proposed wireless support structures and associated ground mounted equipment;
 - f. Scaled and dimensioned elevations/profiles and sections (not smaller than 1 inch equals 5 feet) of existing wireless support structures and/or new wireless support structures clearly indicating the following, as applicable:
 1. Height from established grade at the base of the wireless support structure to the highest point of the wireless support structure and the height to the highest point of proposed antenna or antenna enclosures, as applicable (overall height).
 2. Height from established grade at the base of the wireless support structure to the lowest point of all proposed small cell equipment to be installed on the wireless support structure.

3. The distance from the outer edge of the wireless support structure parallel to the outer edge of all equipment associated with the small cell facility to be installed on the support structure.
- g. Scaled and dimensioned details of proposed small cell facilities, including elevations/profiles, plans and sections (not smaller than 1-inch equals 5 feet) clearly indicating the following, as applicable:
 1. Height, width, depth and volume in cubic feet of all proposed antenna and exposed elements and/or proposed antenna enclosures;
 2. Height, width, depth and volume of all other wireless equipment associated with the facility, with all electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services clearly labeled;
 3. Method of installation/connection to pole or ground, as applicable;
 4. Color specifications for all small cell support structures and associated exposed equipment, cabinets and concealment elements;
 5. Electrical plans and wiring diagrams;
 6. Footing and foundation drawings and structural analysis sealed and signed by a professional engineer in the State of Ohio.
- h. Manufacturer's specification sheets for all small cell facility equipment proposed, including poles, equipment cabinets, shrouds, or concealment devices, antennas, meters, radios, switches, telecommunications demarcation boxes, and grounding equipment;
- i. Scaled and dimensioned landscape plans associated with required screening of ground mounted small cell equipment (where applicable), including a planting plan with proposed plant species, quantities, spacing, height at installation, and planting details.

(f) Required Application Materials for Small Cell Facilities Removal. For applications involving the removal of small cell facilities under an Eligible Facilities Request, the following materials and information shall be provided:

- (1) Completed application form and fee as specified on the application;
- (2) A scaled and dimensioned site plan (not smaller than one-inch equals 20 feet) clearly indicating the following:
 - a. Proposed location within the right-of-way including nearest cross street intersection;
 - b. Adjacent parcel(s) perpendicular to the existing small cell facility location property ownership, including current ownership; and
 - c. All existing conditions within 50 feet of the existing small cell facilities locations to be removed, including but not limited to, buildings, utilities within the right-of-way and associated above grade structures, location of electric service and fiber optic cable, all other underground and overhead utilities, small cell structures and facilities, sidewalks/shared-use paths, back of adjacent curb/edge of pavement, driveways, street trees and plant material.
- (3) Scaled and dimensioned site and/or structure remediation details in accordance with Small Cell Design Guidelines requirements (not smaller than 1-inch equals 4 feet) clearly indicating the following:
 - a. Proposed remediation plan for modifications made to city-owned wireless support structures and other areas of the right-of-way associated with collocation of small cell wireless facilities and ground mounted equipment after the removal of these facilities;

- b. Proposed restoration of electric and fiber optic connections after removal of small cell facilities, as applicable.

(g) Required Application Materials for Wireless Support Structure Removal. For applications involving the removal of a wireless support structure installed in association with a small cell facility, the following materials and information must be provided:

- (1) Non-Residential Right-of-Way Permit application and fee as specified.

909.05 APPLICATION REVIEW TIMEFRAMES AND PROCESS

(a) Permit Application Review Timeframes.

- (1) *Eligible Facilities Request (Type I).* The city shall process Eligible Facilities Requests in accordance with Ohio Revised Code, 47 C.F.R. 1.40001, and Sections 909.01 through 909.10 herein not later than sixty days after the date of filing by an entity of a completed application.
- (2) *Collocation with Substantial Modifications (Type II).* The city shall grant or deny its consent for requests to collocate, or to replace or modify a small cell facility on an existing wireless support structure where substantial modifications are required to the wireless support structure not later than ninety days after the date of filing by a person of a completed application.
- (3) *New Wireless Support Structure (Type III).* The city shall grant or deny its consent for requests to construct, modify, or replace a wireless support structure associated with a small cell facility not later than one hundred twenty days following the date of filing of a complete application by an entity.
- (4) *Wireless Support Structure Removal (Type IV).* The city shall grant or deny its consent for requests to remove wireless support structures associated with small cell facilities from the right-of-way typical to the review timeframes for the Non-Residential Right-of-Way Permit required for this activity.

(b) Failure to grant or deny within prescribed timeframes. If the city fails to approve or deny a request for consent under this section or a request for a relevant work permit within the required time period, provided the time period is not tolled under Section 909.05(f), the request shall be deemed granted upon the requesting entity providing notice to the city that the time period for acting on the request has lapsed.

(c) Application denials.

- (1) The city shall not unreasonably withhold or deny consent for small cell facilities and wireless support structures within the right-of-way.
- (2) If a request for consent is denied, the city shall provide in writing its reasons for denying the request, supported by substantial, competent evidence, and such information as the applicant may reasonably request to obtain consent. The denial of consent shall not unreasonably discriminate against the entity requesting the consent.
- (3) Except in the case of a public utility subject to the jurisdiction and recognized on the rolls of the public utilities commission or of a cable operator possessing a valid franchise awarded pursuant to the "Cable Communications Policy Act of 1984," 98 Stat. 2779, 47 U.S.C.A. 541, the city, for good cause shown, may withhold, deny, or delay its consent to any person based upon the person's failure to possess the financial, technical, and managerial resources necessary to protect the public health, safety, and welfare.

(d) Tolling of required timeframes.

- (1) The time periods required in §909.05(A) may be tolled only:
 - a. By mutual agreement between the entity requesting consent and the city;
 - b. In cases where the city determines that the application is incomplete; or

- c. If the number of requests for consent for small cell facilities or wireless support structures received is likely to result in difficulty processing applications within the time limits set forth in Section 909.05(A) due to the lack of resources of the city, then the city may toll the time limits as follows:
1. The time period may be tolled for up to twenty-one days for the first fifteen small cell facility or wireless support structure requests received by the city above the thresholds provided in the Table below within any consecutive thirty-day period:

Population of city at time Small Cell Facility or Wireless Support Structure Applications are received:	Number of Applications:
30,000 persons or less	15 applications or more
30,001 to 40,000 persons	20 applications or more
40,001 to 50,000 persons	25 applications or more
50,001 to 60,000 persons	30 applications or more
60,001 to 100,000 persons	60 applications or more

2. Further, for every additional fifteen requests that the city receives above the thresholds provided in the Table above the city may toll the time period for those requests for up to fifteen days in addition to the time period provided in division (1)(c)(1) of this section.
 3. In no instance shall the city toll the time period for any small cell facility or wireless support structure request by more than ninety consecutive days. Upon request, the city shall provide an operator written notice of the time limit for a small cell facility or wireless support structure request.
- (2) To toll the time period for incompleteness, the city shall provide written notice to the person requesting consent not later than thirty days after receiving the request, clearly and specifically delineating all missing documents or information. The missing documents or information shall be reasonably related to determining whether the request meets the requirements of applicable federal and state law. Any notice of incompleteness requiring other information or documentation, including information of the type described herein and in accordance with state and federal law or documentation intended to illustrate the need for the request or to justify the business decision for the request, does not toll the time period.
- (3) The time period for granting or denying consent resumes when the entity makes a supplemental submission in response to the city's notice of incompleteness.
- (4) If a supplemental submission is inadequate, the city shall notify the entity not later than ten days after receiving the supplemental submission that the supplemental submission did not provide the information identified in the original notice delineating missing documents or information. The time period may be tolled in the case of second or subsequent notices under the procedures identified in divisions (1) to (3) of this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- (3) Timeframe for completion of permit.
- (1) Permits granted for an Eligible Facilities Requests, Collocations with Substantial Modifications and New Wireless Support Structures shall be completed by the operator or its agent within one hundred eighty days after issuance of the permit, unless:
 - a. The city and the operator agree to extend this period; or

- b. A delay is caused by make-ready work for a city-owned wireless support structure or decorative pole or by the lack of commercial power or backhaul availability at the site, provided that:
 - 1. The operator has made a timely request within sixty days after the issuance of the permit for commercial power or backhaul services; and
 - 2. The additional time to complete installation does not exceed three hundred sixty days after issuance of the permit.
 - c. If divisions (1)(A) and (B) of this section cannot be met, the permit shall be void unless the city grants an extension in writing to the operator.
 - (f) Consolidated application for multiple small cell facilities and/or wireless support structures.
 - (1) Applicants seeking to construct, modify, collocate, or replace more than one small cell facility or more than one wireless support structure may file at the applicants discretion, a consolidated application for up to 30 small cell facility requests or up to 30 wireless support structure requests in a single application and receive a single permit for the construction, modification, collocation, or replacement of the small cell facilities or wireless support structures subject to the following:
 - a. This single application may be filed for multiple small cell facilities or multiple wireless support structures only if they are of substantially the same type.
 - b. The city may separately address small cell facility collocations or wireless support structures for which incomplete information has been received or which are denied.
 - (2) In the case of a consolidated application, the fees provided for in section 4939.0316 of the Ohio Revised Code and Section 909.04 may be cumulative. However, the city, at its discretion may opt to reduce such fees in order to encourage consolidated application submittals.
 - (3) In the case of a consolidated application, each small cell facility or wireless support structure proposed to be constructed, modified, collocated on, or replaced shall constitute a separate request for consent for purposes of tolling the response deadline as authorized under section 4939.036 of the Ohio Revised Code. A request by a single operator for a new or replacement support structure and associated small cell facility constitutes one request.
 - (g) Small Cell and Wireless Support Structure activities not requiring consent.
 - (1) City consent shall not be required for either of the following activities conducted in the right-of- way:
 - a. Routine maintenance of wireless facilities;
 - b. The replacement of wireless facilities with wireless facilities that are consistent with the city's current design requirements and guidelines and that are either:
 - 1. Substantially similar to the existing wireless facilities; or
 - 2. The same size or smaller than the existing wireless facilities.
 - (2) The city may require a Non-Residential Right-of-Way Permit for any activity described in division (1) of this section and for any activity for which consent is authorized herein and in accordance with state and federal law.
 - (3) Notwithstanding the amendments made to Sections 4939.01 to 4939.09 of the Ohio Revised Code by H.B. 478 of the 132nd General Assembly, a cable or video service provider shall not be required to obtain permits from the city or to pay fees, with the exception of work permits and associated fees, to place, operate, maintain, or replace micro wireless facilities pursuant to an existing franchise or video service authorization under Chapter 1332 of the Ohio Revised Code; nor shall a holder of an existing franchise or video service authorization be required to obtain additional authorizations or to pay

additional fees for the placement of micro wireless facilities already covered under an existing franchise or video service authorization under Chapter 1332 of the Ohio Revised Code.

909.06 SMALL CELL DESIGN GUIDELINES

(a) The City Administrator shall promulgate detailed Small Cell Design Guidelines with objective, technically feasible criteria applied in a non-discriminatory manner that reasonably match the aesthetics and character of the immediate area regarding all of the following, which the city shall consider in reviewing an application:

- (1) The location of any ground-mounted small cell facilities;
- (2) The location of a small cell facility on a wireless support structure;
- (3) The appearance and concealment of small cell facilities, including those relating to materials used for arranging, screening, and landscaping;
- (4) The design and appearance of a wireless support structure.

(b) The Small Cell Design Guidelines will provide examples of acceptable small cell facilities including visual depictions.

(c) The Small Cell Design Guidelines shall provide administrative and procedural guidance to applicants, such as a list of minimum application requirements.

(d) The provisions in this section shall not limit or prohibit the City Administrator's discretion to promulgate and make publicly available other information, materials or requirements in addition to, and separate from, the Small Cell Design Guidelines which do not conflict with state or federal law.

(e) The City Administrator shall have authority to update or supplement the Small Cell Design Guidelines to address relevant changes in law, technology, or administrative processes. In the event of any conflict between the Small Cell Design Guidelines and the standards articulated in this chapter of the City of Grove City Code of Ordinances, the language of this chapter takes precedence over the language of the Small Cell Design Guidelines.

909.07 STANDARD CONDITIONS OF PERMIT APPROVAL

(a) Standard conditions of approval. Permission to site small cell facilities and wireless support structures in the right-of-way shall be conditioned on compliance with the standard conditions of approval provided in Section 909.07. The City Administrator or his or her designee may add or modify conditions of approval as necessary or appropriate to protect and promote the public health, safety, and welfare.

(b) Small Cell Facility Permit duration. The city's approval term of an attachment to a wireless support structure shall be for a period of not less than ten years, with presumption of renewal for successive five-year terms, subject to terms providing for early termination or nonrenewal for cause or by mutual agreement and unless otherwise agreed to by both the operator and the city, except for generally applied permitting to safeguard the public health, safety, and welfare. An operator may remove its small cell facilities at any time subject to applicable permit requirements and may stop paying annual charges or fees under Section 909.07(n).

(c) Compliance with all applicable laws. Permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations, ordinances, or other rules.

- (d) Inspections; emergencies. The city or its designee may inspect small cell facilities and wireless support structures in the right-of-way upon reasonable notice to the permittee. The permittee shall cooperate with all inspections. The city reserves the right to support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.
- (e) Relocation or adjustment as requested by city. If requested by the city, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety, and welfare of the public, an operator shall relocate or adjust its facilities within the right-of-way at no cost to the city, as long as such request similarly binds all users in or on such public way. Such relocation or adjustment shall be completed in accordance with local law.
- (f) Contact information for responsible parties. Permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a phone number, street mailing address, and email address for at least one natural person. All such contact information for responsible parties shall be provided to the Department of Public Service.
- (g) Indemnification. Any operator who owns or operates small cell facilities or wireless support structures in the right-of-way shall indemnify, protect, defend, and hold the city and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the operator who owns or operates small cell facilities and wireless service in the right-of-way, any agent, officer, director, representative, employee, affiliate, or subcontractor of the operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the right-of-way.
- (h) Interference with public safety radio services. In the event that the city has reason to believe that permittee's radio communications operations are causing interference with the city's radio communications operations, then the permittee shall, at its cost, immediately cooperate with the city to either rule out permittee as the interference source or eliminate the interference. Cooperation with the city may include, but shall not be limited to, temporarily switching the small cell facilities on and off for testing.
- (i) Adverse impacts on adjacent properties. Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the small cell facility and/or wireless support structure.
- (j) Good condition required. Small cell facilities and support structures shall at all times be kept and maintained in good condition, order, and repair by qualified maintenance and construction personnel, so that the same shall not menace or endanger the health, safety or welfare of any person or property.
- (k) Graffiti abatement. Permittee shall remove any graffiti on the small cell facility at permittee's sole expense.
- (l) RF exposure compliance. All facilities must comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate RF exposure standards.
- (m) Relocation for public improvement projects. Permittee shall remove and relocate the permitted small cell facility and/or support structure at permittee's sole expense to accommodate construction of a public improvement project by the City as required under this chapter.

- (n) Annual reports. Permittee shall provide the City an annual report showing the location of all facilities
- (o) Removal of small cell facilities if use discontinued or abandoned.
 - (1) In the event that the use of a small cell facility and/or wireless support structure is discontinued, the owner shall follow the requirements set forth in Section 907.03 of the Codified Ordinances. If the small cell facility and/or wireless support structure is not removed within 365 days of discontinued use, the small cell facility shall be considered abandoned and the city may remove it at the owner's expense.
 - (2) Small cell facilities and wireless support structures determined by the city to be abandoned without application notice from the owner may be removed by the city at the owner's expense to ensure the public health, safety, and welfare.

909.08 SAFETY REQUIREMENTS

- (a) Prevention of failures and accidents. Any person who owns a small cell wireless facility sited in the right-of-way shall at all times employ ordinary and reasonable care and install and maintain in use nothing less than the best available technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.
- (b) Compliance with fire safety and FCC regulations. Small cell facilities, wires, cables, fixtures, and other equipment shall be installed and maintained in substantial compliance with the requirements of the National Electric Code, all FCC, state, and local regulations, and in such manner that will not interfere with the use of other property.
- (c) Surety bond or equivalent financial tool for cost of removal. All owners must procure and provide to the city a bond, or must provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of this section. The bond or equivalent financial method must specifically cover the cost of removal of unused or abandoned small cell facilities or damage to city property caused by an operator or its agent of each small cell facility which the owner installs in the right-of-way in case the city has to remove or pay for removal of the wireless facility. Two acceptable alternatives to a bond include a funds set-aside and a letter of credit.

909.09 RECOVERY OF COSTS

- (a) Application processing fee. For processing an application for consent, the city may charge a fee for each small cell facility and wireless support structure requested as prescribed under section 4939.031 of the Ohio Revised Code and as listed on the associated application forms. The city may adjust this fee ten per cent every five years, rounded to the nearest five dollars.
- (b) Annual collocation fee. For reimbursement for operator's attachment of small cell facilities to wireless support structures owned or operated by the city and located in the right-of-way, the city may charge an annual fee as prescribed under 4939.031 of the Ohio Revised Code and as listed on associated application forms. The city may adjust this fee ten per cent every five years, rounded to the nearest five dollars.
- (c) Tax liabilities and assessments not applicable. Placement of small cell facilities in the right-of-way or attachment of small cell facilities to a wireless support structure and any fees associated therewith shall not subject a municipal corporation to any state or local tax liabilities or assessments.

909.10 SEVERABILITY

The provisions of any part of this chapter are severable. If any provision or subsection, or the application of any provision or subsection to any person or circumstances is held invalid, the remaining provisions, subsection, and applications of such ordinance to other persons or circumstances shall not be made invalid as well. It is declared to be the intent of this section that the remaining provisions would have been adopted had such invalid provisions not been included in this chapter when originally adopted by Council.