

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

June 20, 2022

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Berry Roll Call: Clerk of Council

Approval of Minutes

Welcome & Reading of Agenda: Pres. Berry

Presentations: Substance Abuse and Mental Health Action Plan Committee

LANDS: Mr. Schottke

- Ordinance C-34-22 Rezone 0.550± acres located at 4215 Gantz Road from C-2 to D-1. Second reading and public hearing. [Withdraw requested.](#)
- Ordinance C-35-22 Rezone 1.1505 acres located at 3530 Sunshine Park Place from R-2 to PUD-R. Second reading and public hearing.
- Ordinance C-42-22 Accept the Annexation of 6.024± acres located at 1189 White Road in Jackson Township to the City of Grove City. First reading.
- Ordinance C-43-22 Accept the Annexation of 96.694± acres located at 2088 and 2134 London Groveport Road in Jackson Township to the City of Grove City. First reading.
- Ordinance C-44-22 Accept the Annexation of 6.2± acres located at 4745 Big Run Road in Jackson Township to the City of Grove City. First reading.
- Resolution CR-30-22 Approve a Certificate of Appropriateness for the Addition to 3120 Park Street in the Historical Preservation Area.
- Resolution CR-31-22 Approve the Development Plan for Sherwin Williams located at the northeast corner of Home Road and Turnberry Court.
- Resolution CR-32-22 Approve the Development Plan for The Shoppes at Beulah located at the southwest corner of Southwest Blvd. and Columbus Street.
- Resolution CR-33-22 Waive Certain Provisions of Section 1135.14(a)(5) of the Codified Ordinances for Seasons Grove located at 1050 Lamplighter Dr.
- Resolution CR-34-22 Waive Certain Provisions of Section 1135.14(a)(5) of the Codified Ordinances for Kiddie Academy located at 4248 Buckeye Parkway.
-

SAFETY: Mr. Sigrist

- Ordinance C-39-22 Amend the Designated Outdoor Refreshment Area. Second reading and public hearing.
-

SERVICE: Ms. Houk

- Resolution CR-35-22 Waive the provisions of Section 529.07(b)3 of the Codified Ordinances for the Annual Homecoming Celebration on July 29, 2022 on the streets of Town Center
- Resolution CR-36-22 Waive the provision of Section 903.05b of the Codified Ordinances for the Annual Alumni Softball Tournament on July 30 & 31, 2022 at Fryer Park
-

FINANCE: Mr. Holt

Ordinance C-40-22 Amend Chapter 161 of the Codified Ordinances titled Employment Provisions for City Employees. Second reading and public hearing.

Ordinance C-41-22 Authorize the Mayor and City Administrator to enter into an Agreement with the American Federation of State, County and Municipal Employees, Local 1116, Ohio Council 8, AFL-CIO. Second reading and public hearing.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE: Minutes of: 06/06 Council; 6/07 Planning Commission

Date: 05/10/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-34-22
1st Reading: 05/16/22
Public Notice: 05/17/22
2nd Reading: 06/20/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-34-22

AN ORDINANCE FOR THE REZONING OF 0.550+ ACRES LOCATED AT 4215 GANTZ ROAD FROM C-2 TO D-1

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 recommended DENIAL of the rezoning on May 3, 2022; and

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

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

SECTION 1. The following described premises are rezoned from C-2 to D-1:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 8231 *and being part of a 2.863 acre tract conveyed to Jim Poesnisch Enterprises Inc. by deed, as recorded in Official Records, 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.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-34-22
Exhibit A
322

Received By:
Grove City Development
Date: 04/07/2022

TRANSFERRED

MAR 14 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

Conveyance
Mandatory- 245.00
Permissive- 245.00
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR



201103140035342
Pgs: 2 \$28.00 T20110017410
03/14/2011 3:34PM MEPFIRST AMER
Daphne Hawk
Franklin County Recorder

GENERAL WARRANTY DEED

EDDY GOMER, married, dba JJASE Family LTD, for valuable consideration paid, grant with general warranty covenants, to GULAM J. MUKHDOMI and ABIDA T. MUKHDOMI, husband and wife, for their joint lives, with the remainder to the survivor of them, whose tax-mailing address is 4315 Gantz Rd., Grove City, OH 43123
the following described real property:

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY AND BEING PART OF VIRGINIA MILITARY SURVEY NO. 8231, AND BEING A PART OF A 2.863 ACRE TRACT CONVEYED BY DEED TO JIM POESNISCH ENTERPRISES, INC., AS RECORDED IN DEED BOOK 3375, PAGE 322, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE NORTHEAST CORNER OF SAID 2.863 ACRE TRACT SAID IRON PIN ALSO BEING IN THE SOUTH RIGHT OF WAY LINE OF STRINGTOWN ROAD, A DISTANCE OF 45 FEET FROM THE CENTERLINE OF SAID STRINGTOWN ROAD;

THE NEXT THREE (3) COURSES BORDER WITH SAID 2.863 ACRE TRACT:

THENCE SOUTH 6 DEG. 06' 55" WEST, A DISTANCE OF 755.21 FEET TO AN IRON PIN;

THENCE SOUTH 8 DEG. 26' 20" WEST, A DISTANCE OF 10 FEET TO AN IRON PIN AT THE SOUTHEAST CORNER OF SAID 2.863 ACRE TRACT;

THENCE NORTH 81 DEG. 23' 40" WEST, A DISTANCE OF 50.04 FEET TO AN IRON PIN, THIS BEING THE TRUE PLACE OF BEGINNING FOR THIS DESCRIPTION;

THE NEXT TWO (2) COURSES BORDER WITH SAID 2.863 ACRE TRACT:

THENCE NORTH 81 DEG. 33' 40" WEST, A DISTANCE OF 178.90 FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF SAID 2.863 ACRE TRACT;

THENCE NORTH 7 DEG. 12' 53" EAST, A DISTANCE OF 135.00 FEET TO AN IRON PIN;

THENCE CROSSING SAID 2.863 ACRE TRACT SOUTH 81 DEG. 33' 40" EAST, A DISTANCE OF 176.31 FEET TO AN IRON PIN;

THENCE WITH A LINE PARALLEL TO AND 50 FEET FROM THE EAST LINE OF SAID 2.863 ACRE TRACT, SOUTH 6 DEG. 06' 55" WEST, A DISTANCE OF 135.08 FEET TO THE PLACE OF BEGINNING FOR THIS DESCRIPTION AND CONTAINING 0.550 ACRES, MORE OR LESS, SUBJECT, HOWEVER, TO ALL RIGHT OF WAYS AND EASEMENTS OF RECORD ALONG WITH THE RIGHT OF ACCESS TO AND FROM STRINGTOWN ROAD FROM SAID 0.550 ACRE TRACT BY WAY OF A 44 FOOT EASEMENT ALONG THE EAST LINE OF SAID 2.863 ACRE TRACT, AS RECORDED IN DEED BOOK 3375, PAGE 318, AND THE RIGHT OF INGRESS AND EGRESS BY WAY OF A 6 FOOT STRIP BEING A PART OF THE 2.863 ACRE TRACT BELONGING TO SAID JIM POENISCH ENTERPRISES, INC., SAID RIGHT OF INGRESS AND EGRESS TO REMAIN IN EFFECT TO THEE GRANTEE, ITS SUCCESSORS AND ASSIGNS FOREVER OR AS SUCH TIME THE AREA OF SAID 6 FOOT STRIP AND SAID 44 FOOT EASEMENT IS DEDICATED AS A PUBLIC STREET.

0.032-F
ALL OF
(040)
002099

SUBJECT TO all easements, conditions, restrictions and limitations of record and all legal highways, and excepting from the warranty hereof taxes and assessments due and payable June, 2011 and thereafter.

Parcel No. 040-002099-00

Prior Deed Reference: 201103140035340

SANDRA E. GOMER, wife of Grantor **EDDY GOMER**, hereby relinquishes all rights of dower herein.

EXECUTED this 24th day of February, 2011.

EDDY GOMER dba JJASE Family LTD

SANDRA E. GOMER

STATE OF OHIO)

COUNTY OF Franklin)

SS

BE IT REMEMBERED, that on this 24th day of February, 2011, before me, the subscriber, a Notary Public in and for said County and State, personally came **EDDY GOMER, dba JJASE Family LTD, and SANDRA E. GOMER, husband and wife**, and acknowledged the signing of the foregoing instrument, and that the same is their voluntary act and deed.

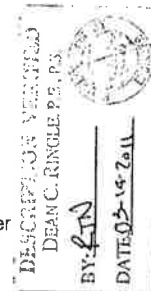
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.



Kimberly A. Lee, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Notary Public

This instrument prepared by: Scott A. Liberman, Esq., Altick & Corwin Co., L.P.A., One South Main Street, Suite 1700, Dayton, Ohio 45402.

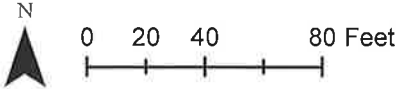




Disclaimer

4215 Gantz Road

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



Date: 05/10/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-35-22
1st Reading: 05/16/22
Public Notice: 05/17/33
2nd Reading: 06/20/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-35-22

AN ORDINANCE FOR THE REZONING OF 0.1505 ACRES LOCATED AT 3530 SUNSHINE PARK PLACE FROM R-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 approval of the rezoning on May 3, 2022; and

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

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

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

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1383 *and being all of Lots 2, 3, and 4 of Grossman Place Addition conveyed to Redbrook Development, LLC, by deed, as recorded in Official Records, 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.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-35-22

SHARP HOME

PID: 040-000089

ZONING TEXT

Grove City, Ohio

DATE SUBMITTED: APRIL 2022

AS REVISED:

CURRENT ZONING: SINGLE FAMILY RESIDENTIAL (R-2)

PROPOSED ZONING: PLANNED UNIT DEVELOPMENT – RESIDENTIAL
(PUD-R)

Property Owner: Redbrook Development LLC
PO Box 683
Grove City, Ohio 43123

Applicant: William Sharp
c/o Redbrook Development
PO Box 683
Grove City, Ohio 43123

I. Introduction

The project consists of one (1) "lot" being 0.15 acres located at the corner of Sunshine Park Place and Franklin Street, PID 040-000890, and more specifically described in Exhibit "A". The lot shall be zoned PUD-R (Planned Unit Development – Residential) and will be developed in conformance with the Zoning Text & Development Standards ("Text") delineated herein. The standards within this Text are drafted to ensure that any structure developed on the parcel comply with the stipulations set by City Council on the approval of the preliminary development plan for the site on March 21, 2022, noted below.

1. Additional architectural elements shall be added to the building's Franklin Street and Sunshine Park Place frontages, such as front porch or stoop, shutters, roofline variation, and appropriately sized windows.
2. The overall height of the structure shall be reduced to be more compatible with existing single-family homes along Franklin Street.

II. Compatibility

The standards within this text have been drafted to ensure that the project is appropriate within the context of the surrounding area and establishes the necessary requirements to create a structure in character with the area.

III. Severability

All provisions of this Text are severable. If a court of competent jurisdiction 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 to any person or circumstances is invalid, the remaining provisions and the application of those provisions to other person of circumstances are not affected by that decision.

IV. Applicability

The standards and provisions outlined within the Text shall apply to the 0.15 acres of land as described above unless otherwise approved by Grove City Council. Other provisions of the Grove City Code, including the Standard Drawings and other policies shall only apply to the extent that this Text does not address such matters.

V. Conflict

When there appears to be, or there is in fact, a conflict between the Text and the Zoning Code, the more restrictive requirement/standard shall apply.

VI. General Requirements

Permitted Uses

The property shall be permitted to contain one (1) residential structure containing two (2) residential dwelling units – one on the first floor and another on the second floor.

House Size

The structure shall be a maximum of 2,000 square feet.

Setbacks

1. The setback from Sunshine Park Place shall be a minimum of fifteen (15) feet, measured from the property line
2. The setback from Franklin Street shall be a minimum of twenty (20) feet, as measured from the property line.
3. All other setbacks shall be a minimum of six (6) feet, as measured from the property line.
4. Porches or stoops may encroach into the minimum setbacks by a maximum of five (5) feet.

Building

1. Architecture. The elevations fronting on Sunshine Park Place and Franklin Street shall contain at least three (3) of the following architectural elements per elevation:

- i. Front porch or stoop measuring at least six (6) feet wide and four (4) feet deep
 - ii. Shutters
 - iii. Roofline variation
 - iv. Bump outs / façade offsets in excess of 1'4"
 - v. First story windows totaling at least 13 square feet of glazing on each elevation
 - vi. Decorative gable element at least 2 ½ feet in area.
 - vii. Chimney
 - viii. Other architectural elements deemed appropriate to provide interest in the structure, as determined by the Development Director.
2. Window Trim and Accent. 3 1/2-inch trim shall be utilized around all windows. 6-inch frieze and fascia boards shall be utilized along rooflines and banding as accent.
3. Materials. Materials and colors shall be those outlined in this text, or comparable alternatives.
 - i. Siding. Siding shall be vinyl vertical board and batten siding with a woodgrain appearance (Kaycan Vinyl Vertical Board & Batten Woodgrain) in white or other earth tones.
 - ii. Roof. The roof material shall be black standing seam metal panels (C Lock Plus Panel Metal by CMT Components) or black asphalt dimensional shingles.
4. Exposed Foundation Walls. Exterior concrete or poured foundation walls exposed above grade shall be finished with brick, brick veneer, stone, cultured stone, stucco per chapter 1135.10 of city code.
5. Height. The maximum building height shall be 30 feet, measured from the grade of the front elevation of the building to the maximum height of the building.
6. Garage. A four-car attached garage shall be permitted; however, the garage door opening shall not exceed fifty percent (50%) of the width of the house façade.
7. Detached structures. Detached accessory structures shall not be permitted.

Lot Coverage

A maximum of forty percent (40%) of the Property may be covered by buildings and pavement.

Landscaping

1. Unless otherwise required below, landscaping shall be installed per section 1136.09(a)(1) or current standards for new residential developments.
2. Three 2" caliper trees and 5 shrubs a minimum 24" tall at installation shall be installed on both sides of the home that face a street. If preserved, existing trees on site may be used to satisfy this requirement.
3. Landscaping beds shall be installed at the base of the home on all sides where visible from the public right-of-way. Landscape beds shall include flowers, ornamental grasses, shrubs, and/or groundcover.
4. Lot shall be sodded and seeded in compliance with Section 1136.11 of the City Code.

Fencing

1. Any fencing on the lot shall be decorative in nature, with no chain link permitted. Permitted fencing material shall include vinyl, wood conditioned for exterior use, and metal.

C-35-22

Exhibit A

COTTRILL SURVEYING, INC

15882 US Route 62 SE, Mt. Sterling, Ohio 43143, Ph. 740.869.3811, www.cottrillsurveying.com

0.1505 Acre Tract Surveyed for Will Sharp

The following described 0.1505 acre tract is situated in the State of Ohio, Franklin County, City of Grove City, VMS 1383, being all of the southwesterly portion Lots 2, 3 and 4 of Grossman Place Addition, as recorded in Plat Book 17 page 236, (Parcel #04-000890-00), as conveyed to Redbrook Development, LLC, by Instrument Number 201910230140971, and being more particularly described as follows:

Beginning at a drill hole in concrete sidewalk set at the intersection of the Southeast line of Franklin Street (40 feet wide) with the Northeast line of Sunshine Part Place (40 feet wide) as dedicated in said Grossman Place Addition and being the West corner of said Lot 4;

Thence, with the Southeast line of Franklin Street, **North 33° 18' 01" East**, passing an iron pin and cap set at 24.92 feet, a total distance of **58.66 feet** to the West corner of the 60 feet mid-portion of said Lots 2, 3 and 4 of Grossman Place Addition, conveyed to Megan S Robertson by Instrument Number 201503110029543 and 201202130020545, from said corner a 3/4 inch diameter iron pipe found bears North 56° 18' 28" West a distance of 0.96 feet;

Thence, with the Southwest line of said Robertson tract, **South 56° 28' 28" East**, passing the Northwest line of Lot 3 at 37.10 feet, passing the Northwest line of Lot 2 at 74.51 feet, a total distance of **111.92 feet** to a 3/4 inch diameter iron pipe found in the Northwest line of Lot 1 of said Addition as conveyed to Jordan M Abbruzzese by Instrument Number 201904220045771;

Thence, with the Northwest line of said Lot 1, **South 33° 30' 11" West** a distance of **58.59 feet** to an iron pin and cap set in the Northeast line of Sunshine Park Place;

Thence, with the Northeast line of said Sunshine Park Place, **North 56° 30' 31" West**, passing the South corner of said Lot 3 at 37.45 feet, passing the South corner of said Lot 4 at 74.90 feet, passing an iron pin and cap set at 86.80 feet, a total distance of **111.72 feet** returning to the **Point of Beginning**, containing **0.1505 Acres** more or less.

Bearings are based on a GPS observation on April 14, 2022, WGS 1984 Geodetic North, the Southwest line of Franklin Street is North 33° 18' 01" East.

This deed is subject to and with the benefit of all legal highways, restrictions, easements, limitations, and reservations, of record, if any and to zoning restrictions which have been imposed thereon, if any.

All iron pins set are 5/8-inch diameter rebar with yellow plastic cap stamped "Cottrill Surveying"

This description is based on a field survey performed April 14, 2022 by Nathan L. Cottrill, PS registration #8821. (Job #S220328-0.1505)

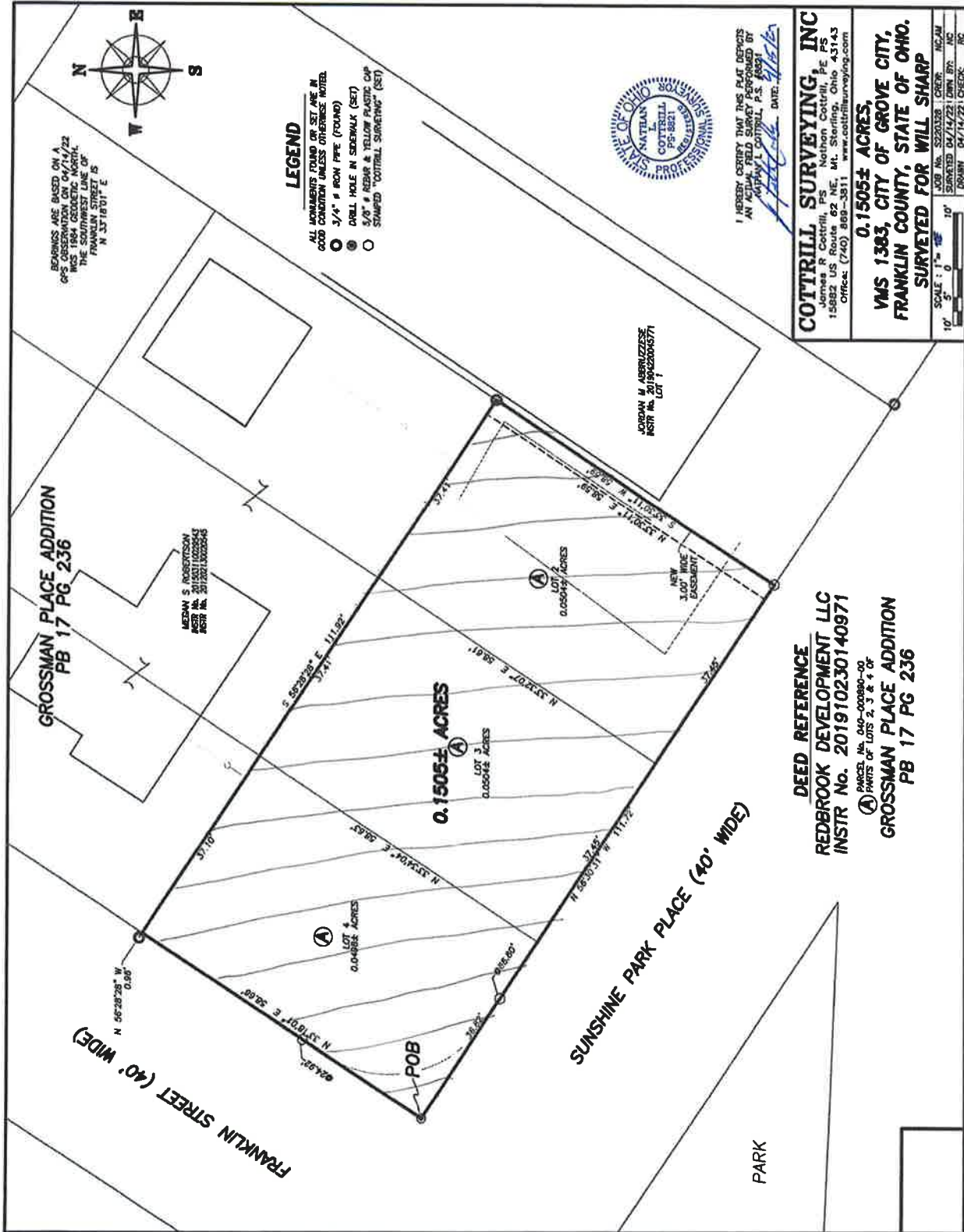
All of
(040)
890




Nathan L. Cottrill, PS #8821



C-35-22



Date: 06/14/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-42-22
1st Reading: 06/20/22
Public Notice: 06/21/22
2nd Reading: 07/05/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-42-22

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 6.024+ ACRES LOCATED AT 1189 WHITE ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 6.024+ acres, more or less, in Jackson Township was duly filed by Joseph A. Ciminello; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on March 29, 2022; 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 April 08, 2022.

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 Joseph A. Ciminello, 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 08, 2022 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on March 29, 2022, 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. 469. 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 4. 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.

Ted A. Berry, President of Council



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By CR/ut Date 9/10/2021

C-4222

LEGAL DESCRIPTION

Description of 6.024 ACRES +/- TO BE ANNEXED FROM JACKSON TOWNSHIP TO CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Jackson Township, Virginia Military Survey #469 and being all of a 6.0009 acre tract as conveyed to Joseph A. Ciminello of record in Instrument Number 202105120084335 and being Franklin County Ohio Auditor's PID 160-002616, also being 0.044 acres out of a 0.312 acre right-of-way parcel as conveyed to The Franklin County Commissioners of record in Instrument Number 201609200127419, all deed references are on record at the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at a point on the northern Right-of-Way of White Road and on the southerly line of an 8.248 acre tract as conveyed to Lamplighter Senior Housing II, LLC of record in Instrument Number 201606280082044 PID 040-015540, also being on a southerly line of existing City of Grove City Corporation Line Case 15-04 Ordinance Number C-62-04 of record in Instrument Number 200408170192913;

Thence, easterly with said existing City of Grove City Corporation Line, also with the northern Right-of-Way of White Road and with the southerly line of said 8.248 acre tract, a distance of approximately 60 feet to a point at the northwesterly corner of existing City of Grove City Corporation Line Case 28-19 Ordinance Number C-15-20 of record in Instrument Number 202009020130692;

Thence, southerly through a portion of the Right-of-Way of White Road, with the westerly line of said existing Corporation Line and partially with a westerly line of a 31.616 acre tract as conveyed to M/I Homes of Central Ohio, LLC of record in Instrument Number 202105270094202 PID 040-016490, a distance of approximately 1,065 feet to a point;

Thence, easterly continuing with said lines, a distance of approximately 120 feet to a point;

Thence, southerly continuing with said lines, a distance of approximately 512 feet to a point on the northerly line of a 146.799 acre tract as conveyed to Pinnacle Golf Club LLC of record in Instrument Number 200608100157983 PID 040-012705, said point also being on the southerly line of existing City of Grove City Corporation Line Case 25-03 Ordinance Number C-29-03 of record in Instrument Number 200312240402634;

Thence, westerly with said existing City of Grove City Corporation Line and with a northerly line of said 146.799 acre tract, a distance of approximately 108 feet to a point at a northerly corner of said existing City of Grove City Corporation Line and a northerly corner of said 146.799 acre tract, said point also being an easterly corner of a 20.775 acre tract as conveyed to Steven L. Funk, Trustee, of record in Instrument Number 202006190086276 PID 160-000243;

Thence, continuing westerly with a northerly line of said 20.775 acre tract, and being the proposed City of Grove City Corporation Line, a distance of approximately 283 feet to a point;

Thence, northerly with an easterly line of said 20.775 acre tract, a distance of approximately 502 feet to a point at the southwest corner of a 4.170 acre tract as conveyed to Donald W. Kelly and Ronda A. Kelly of record in Instrument Number 199905140122888 PID 160-002945;

Thence, easterly with the southern line of said 4.170 acre tract, a distance of approximately 212 feet to a point at the southeast corner of said 4.170 acre tract;

Thence, northerly with the easterly line of said 4.170 acre tract and through a portion of the Right-of-Way of White Road, a distance of approximately 1068 feet to the point of beginning and containing 6.024 acres of land, more or less.

This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a perimeter distance of 1,865 feet contiguous with the existing City of Grove City Corporation line and a total perimeter of 3,930 feet to be annexed, and 47% of the perimeter length is contiguous to the City of City of Grove City Corporation line.

CESO, Inc.

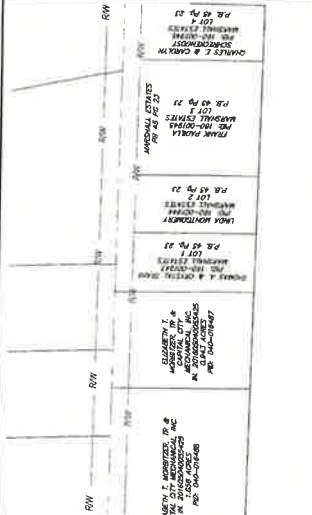


Jeffrey A. Miller, PS
Registered Surveyor No. 7211

Date: 9.9.21



Topic : Math

[illegible]

M/A HOMES OF CENTRAL OHIO, LLC
IN. 2071057200864329
1.00 ACRES

M/A HOMES OF CENTRAL OHIO, LLC
IN. 2071057200864329
14.144 ACRES

M/A HOMES OF CENTRAL OHIO, LLC
IN. 2071057200864327
12.788 ACRES

M/A HOMES OF CENTRAL OHIO, LLC
IN. 2071057200864329
12.783 ACRES

M/A HOMES OF CENTRAL OHIO, LLC
IND. 020-076900
IN. 2071057200864302

CITY OF GROVE CITY
CASE 28-19
ORD. NO. C-15-20

PRINCE OF WELLS GOLF CLUB LLC
IN 2008/08/07/5, 1983
146, 799 ACRES
PLOT: 640-012725

CITY OF GROVE CITY
CASE 25411
CRD. NO C-29-03
INL 200312240402634

- CITY OF GARDEN CITY
CASE 23-03
ORD. NO. C-23-03

1

[illegible]

ANNEXATION EXHIBIT

6.024± ACRES

STATE OF OHIO
COUNTY OF JACKSON
TOWNSHIP OF JACKSON
COUNCILMAN
V.0241 ACRES

SCALE: 1"=100'	DATE: 28/10/2004	JOB NO:
DESIGN:		

[illegible]

1 OF 1



10/10/2019

CECO INC.
 2000 CORPORATE EXCHANGE DR. STE 400
 COLUMBUS OH 43261
 TEL: 614-466-1000

Date: 06/14/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-43-22
1st Reading: 06/20/22
Public Notice: 06/21/22
2nd Reading: 07/05/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-43-22

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 96.694+ ACRES LOCATED AT 2088 & 2134 LONDON-GROVEPORT ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 96.694+ acres, more or less, in Jackson Township was duly filed by Paul E. Harris, Jr.; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on March 29, 2022; 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 April 08, 2022.

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 Paul E. Harris, Jr., 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 08, 2022 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on March 29, 2022, 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. 469. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 3. A map is attached as "Exhibit B" and made a part hereof.

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

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

Ted A. Berry, President of Council

Passed:

C-43-20

LEGAL DESCRIPTION

Description of 96.694 ACRES +/- TO BE ANNEXED FROM JACKSON TOWNSHIP TO CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Jackson Township, Virginia Military Survey Number 469 and being out of an original 99.478 acre tract as conveyed to Paul E. Harris Jr of record in Official Record Volume 04889, Page F07 being Franklin County Ohio Auditor's PID 160-000147 and PID 160-001708, also being out of a 9.308 acre tract as conveyed to Paul E. Harris Jr. of record in Official Record Volume 1664, Page A16 and being Franklin County Ohio Auditor's PID 160-002869, all deed references are on record at the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at a northwesterly corner of said 99.478 acre tract, and being a southerly corner of a 21.564 acre tract as conveyed to Amazing Grace Christian of record in Instrument Number 200509290204223, and being at the intersection of the existing City of Grove City Corporation Line, Case 43-92, Ordinance Number C-36-93, of record in in Official Record 22652 C-16 with existing City of Grove City Corporation Line, Case 9-75, Ordinance Number C-70-75, of record in Miscellaneous Volume 165, Page 584;

Thence northeasterly, with said existing City of Grove City Corporation Line, Case 9-75, with the southerly line of said 21.564 acre tract, and with the southerly line of a plat entitled Quail Creek Section 5, of record in Plat Book 98, Page 29, a distance of approximately 2,002 feet to a point;

Thence northeasterly, continuing with said southerly lines and said existing city of Grove City Corporation Line, Case 9-75, a distance of approximately 276 feet to the northwesterly corner of a 1.288 acre tract as conveyed to Lora B. Thrun and Jay S. Thrun of record in Instrument Number 200707100120159;

Thence southerly, with the westerly line of said 1.288 acre tract, with the westerly line of a 0.574 acre tract as conveyed to Kamryn. L. Ream and Douglas R. Ream, of record in Instrument Number 200111020253869, with the westerly line of a 0.574 acre tract as conveyed to Jeffrey Louis Spellacy and Amy Elizabeth Spellacy, of record in Instrument Number 202012170201608, and the westerly line of a 1.148 acre tract as conveyed to Richard. R. Bonner and Jacqueline M. Bonner, of record in Deed Book Volume 3283, Page 422, a distance of approximately 595 feet to a point at the southwesterly corner of said 1.148 acre tract;

Thence easterly, with the southerly line of said 1.148 acre tract, a distance of approximately 216 feet to a point in the westerly Right-of-Way line of Borror Road;

Thence, southerly with said westerly Right-of-Way line, a distance of approximately 102 feet to a point in the northerly line of a 4.909 acre tract as conveyed to Ralph M. Morgan and Vivian K. Dooley, of record in Instrument Number 19970720038007;

Thence westerly, with the northerly line of said 4.909 acre tract, a distance of approximately 584 feet to the northwesterly corner of said 4.909 acre tract;

Thence southerly, with the westerly line of said 4.909 acre tract, a distance of approximately 227 feet to the southwesterly corner of said 4.909 acre tract;

Thence southeasterly, with the southerly line of said 4.909 acre tract, a distance of approximately 365 feet to the northwesterly corner of a 2.791 acre tract as conveyed to Brian L. Ruede and Andrea Ruede, of record in Instrument Number 202110270195518;

Thence southwesterly, with the westerly line of said 2.791 acre tract and with the westerly line of a 5.014 acre tract as conveyed to James F. Trytek and Constance L. Trytek, of record in Official Record 3046, Page D12, a distance of approximately 821 feet to a point at the southwesterly corner of said 5.014 acre tract;

Thence easterly, with the southerly line of said 5.014 acre tract and through the Right-of-Way of Borror Road, a distance of approximately 862 feet to a point in said easterly Right-of-Way line of Borror Road and a point on the existing city of Grove City Corporation Line, Case 90-01, Ordinance Number C-48-02 and Instrument Number 200206180150449;

Thence southerly, with said easterly Right-of-Way line of Borror Road, the west line of Indian Trails Number 1 Subdivision of record in Plat Book 49, Page 68 and said existing corporation line, a distance of approximately 491 feet to a point in the Right-of-Way line, the southwest corner of said Indian Trails Subdivision and said existing corporation line;

Thence westerly, through said Borror Road Right-of-Way a distance of approximately 60 feet to a point in the westerly Right-of-Way of Borror Road;

Thence southerly, with said westerly Right-of-Way line of Borror Road a distance of approximately 829 feet to its intersection with the northerly Right-of-Way line of London-Groveport Road (S.R. 665);

Thence northwesterly, with said northerly Right-of-Way line of London-Groveport Road (S.R. 665), a distance of approximately 2,259 to a point on the easterly line of a 0.763 acre tract as conveyed to Paul G. Fleming, of record in Official Record Volume 29014, Page D17;

Thence northerly, with the easterly line of said 0.763 acre tract, a distance of approximately 269 feet to a point at the northeasterly corner of said 0.763 acre tract,

Thence southwesterly, with the northerly line of said 0.763 are tract, and with the northerly line of a 0.585 acre tract as conveyed to David A. Nelson, of record in Instrument Number 202006030077230, a distance of approximately 195 feet to a point;

Thence westerly, with the northerly line of said 0.585 acre tract, a distance of approximately 234 feet to a point in said northerly Right-of-Way line and the northerly line of a 0.175 acre tract as conveyed to State of Ohio Department of Transportation, FRA 665-10.09 Parcel 3WD, of record in Instrument Number 200611150228116;

Thence, with said northerly Right-of-Way of a 0.175 acre tract and with the northerly line of a 0.023 acre tract as conveyed to State of Ohio Department of Transportation, FRA 665-10.09, Parcel 2WD, of record in Instrument Number 200612140248315 the following courses:

Northwesterly a distance of approximately 9 feet to a point;

Northeasterly a distance of approximately 38 feet to a point;

Northwesterly a distance of approximately 24 feet to a point;

Southwesterly a distance of approximately 10 feet to a point on the easterly line of a 4.741 acre tract as conveyed to Michael Mason and Theresa L. Mason, of record in Instrument Number 201601040000488 and being the easterly line of an existing City of Grove City Corporation Line, Case 39-02, Ordinance Number C-11-03, of record in Instrument Number 20030313007138;

Thence, with the easterly line of said 4.741 acre tract and said existing City of Grove City Corporation line the following courses:

Northerly, a distance of approximately 262 feet to a point;

Easterly, a distance of approximately 78 feet to a point;

Northerly, with existing City of Grove City Corporation Line Case 39-02, Ordinance Number C-11-03, of record in Instrument Number 200303130074138, and partly with said existing City of Grove City Corporation Line, Case 43-92, Ordinance Number C-36-93, of record in in Official Record 22652 C-16 a distance of approximately 655 feet to a point;

Thence easterly, with a southerly line of said 21.564 acre tract and the southerly line of said existing City of Grove City Corporation Line, Case 43-92, Ordinance Number C-36-93, of record in in Official Record 22652 C-16 a distance of approximately 41 feet the **Point of Beginning** and containing 96.694 acres of land, more or less.

This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a perimeter distance of 3,805 feet contiguous with the existing City of Grove City Corporation line and a total perimeter of 11,495 feet to be annexed, and 33% of the perimeter length is contiguous to the City of City of Grove City Corporation line.

CESO, Inc.

Jeffrey A Miller, PS
Registered Surveyor No. 7211

Date:



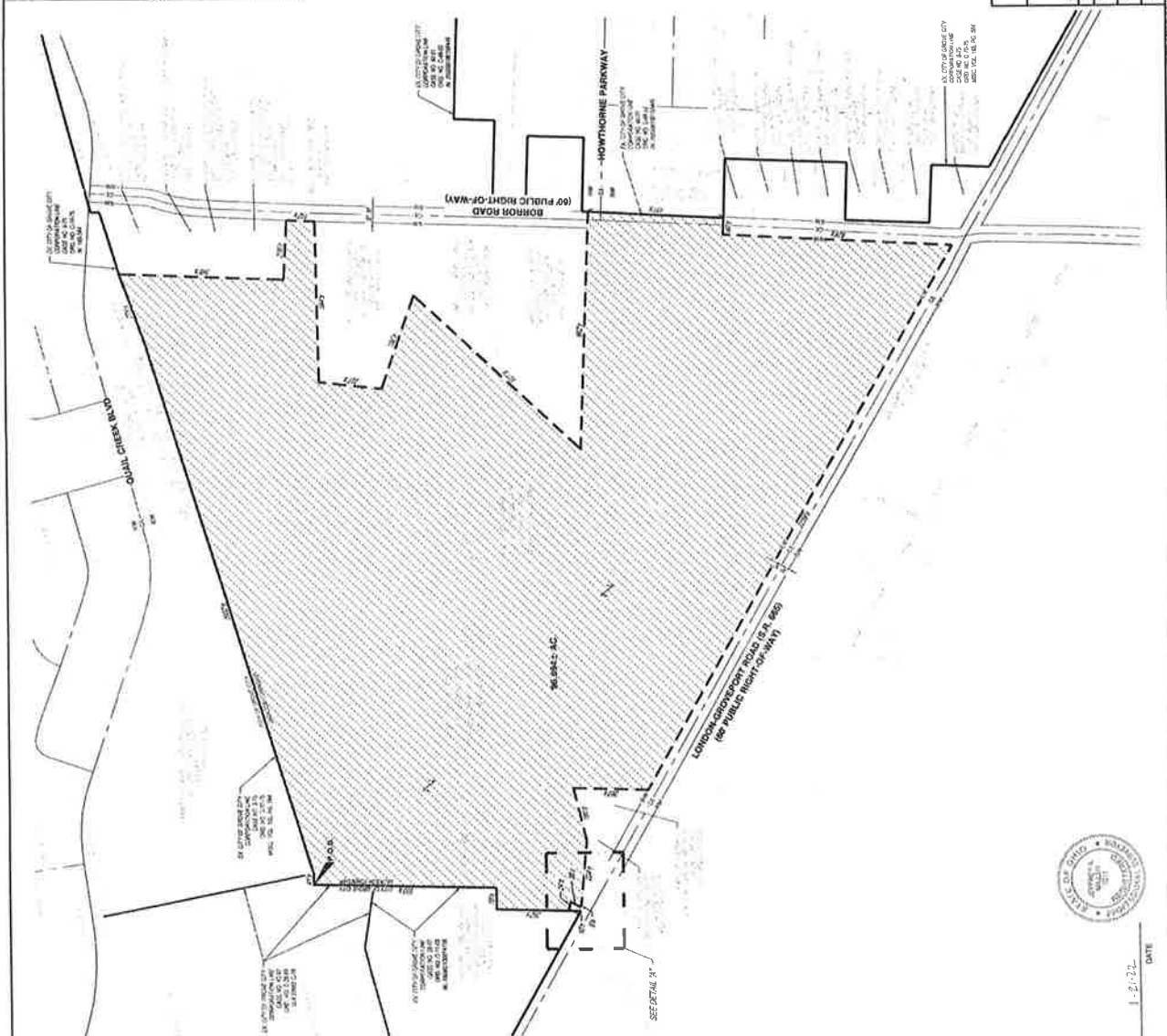
C-43-22



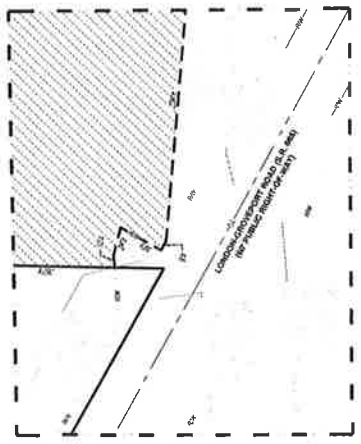
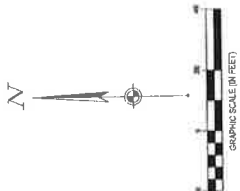
RECEIVED
JAN 21 2022
COUNTY OF JACKSON
PLANNING & ZONING DEPARTMENT

ASAP TO THE
HILLMAN TOWNSHIP
COUNTY OF JACKSON
FRANKLIN TOWNSHIP
JAN 21 2022

PROPOSED ANNEXATION	
96.694± ACRES	
TOWNSHIP OF JACKSON	DATE: 1/21/22
SECTION: 1	SHEET NO: 1 of 1
DRAWN BY: J. L. HILLMAN	CHECKED BY: J. L. HILLMAN
SCALE: 1" = 200'	DATE: 1/21/22



PROPOSED ANNEXATION OF 96.694± ACRES
FROM: JACKSON TOWNSHIP
TO: CITY OF GROVE CITY
SITUATED IN THE STATE OF OHIO COUNTY OF FRANKLIN, TOWNSHIP OF JACKSON,
VIRGINIA MILITARY SURVEY #469



- LEGEND
- 1/4" CITY OF JACKSON CITY LINE
 - 1/4" HILLMAN TOWNSHIP LINE
 - 1/4" BARNES ROAD
 - 1/4" HORTONVILLE PARKWAY
 - 1/4" PROPOSED ANNEXATION AREA
 - 1/4" PROPOSED ANNEXATION AREA
 - 1/4" PROPOSED ANNEXATION AREA

THE EXISTING AND PROPOSED BOUNDARIES ARE SHOWN ON THE MAP. THE BOUNDARIES ARE BASED ON THE RECORDS OF THE COUNTY OF JACKSON, OHIO. THE BOUNDARIES ARE BASED ON THE RECORDS OF THE COUNTY OF JACKSON, OHIO. THE BOUNDARIES ARE BASED ON THE RECORDS OF THE COUNTY OF JACKSON, OHIO.

SUBMITTER:
J. L. HILLMAN
PLANNING & ZONING DEPARTMENT
COUNTY OF JACKSON, OHIO



DATE: 1-21-22
J. L. HILLMAN
PLANNING & ZONING DEPARTMENT
COUNTY OF JACKSON, OHIO

Date: 06/14/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-44-22
1st Reading: 06/20/22
Public Notice: 06/21/22
2nd Reading: 07/05/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-44-22

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 6.2+ ACRES LOCATED AT 4745 BIG RUN ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 6.2+ acres, more or less, in Jackson Township was duly filed by Abundant Life Assembly of God; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on April 05, 2022; 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 April 12, 2022.

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

SECTION 1. The proposed annexation, as applied for in the petition of the Abundant Life Assembly of God, 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 15, 2022 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on April 05, 2022, 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. 1388 and 3026. 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.

Ted A. Berry, President of Council



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

C-44-22

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By CR Date 2/2/2021

RECEIVED

FEB 02 2021

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

January 25, 2021

+/- 6.2 Acre Proposed Annexation
From: Jackson and Prairie Townships
To: City of Grove City

Situate in the State of Ohio, County of Franklin, Partly in Jackson Township and Partly in Prairie Township, in Virginia Military Surveys 1388 and 3026, being all of the 4.143 Acre tract conveyed to Abundant Life Assembly of God in Instrument Number 202012030191919, all of the 0.970 Acre tract conveyed to Franklin County Commissioners in Instrument Number 200205140120949, part of the 0.727 Acre tract conveyed to The City of Grove City, Ohio in Instrument Number 199907270189769, part of the 2.132 Acre tract conveyed to Board of Franklin County Commissioners in Instrument Number 200207080167037, part of the 0.964 Acre tract conveyed to City of Columbus, Ohio in Instrument Number 200106220140809 and a part of the right of way as dedicated by Board of Education of the Southwestern Consolidated School District, 50' R/W Dedication as delineated on the recorded plat thereof, of record in Plat Book 96, Page 22, all records being of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

BEGINNING at the northeast corner of said 0.727 Acre tract, also being the northwest corner of Concord Lakes Section 4 Amendments to Parts Thereof as numbered and delineated on the recorded plat thereof, of record in Plat Book 96, Page 29, being in the south line of said 0.970 Acre tract, being in the east right of way line of Holt Road and on the existing City of Grove City Corporation Line as established by Case Number 54-93, Ordinance Number C-16-94 and recorded in Official Record Volume 26272, Page 112;

Thence, Southerly, along part of the east line of said 0.727 Acre tract, along part of the west line of said Concord Lakes Section 4 Amendments to Parts Thereof, along part of the east right of way line of Holt Road and along part of said existing City of Grove City Corporation Line, approximately 365 feet to the eastward extension of the south line of Prairie Township and the north line of Pleasant Township;

Thence, Westerly, across said 0.727 Acre tract and along part of the south line of said 2.132 Acre tract, along part of the south line of Prairie Township and along part along part of the north line of Pleasant Township, approximately 60 feet to the existing City of Columbus Corporation Line as established by Case Number 33-02, Ordinance Number 0-45-03 and recorded in Instrument Number 200304110105496;

Thence, Northerly, across said 2.132 Acre tract, across said 0.964 Acre tract, along part of said existing City of Columbus Corporation Line and along part of the existing City of Columbus Corporation Line as established by Case Number 4-00, Ordinance Number 1511-00 as recorded in Instrument Number 200009130184766, approximately 1042 feet to the existing City of Grove City Corporation Line as established by Case Number 62-01, Ordinance Number C-32-02 and recorded in Instrument Number 200204260105091;

Thence, Easterly, along said existing City of Grove City Corporation Line (Case Number 62-01), approximately 84 feet to an angle point in said existing City of Grove City Corporation Line (Case Number 62-01);

Thence, Northeasterly, continuing along part of said existing City of Grove City Corporation Line (Case Number 62-01), approximately 287 feet to an angle point in said existing City of Grove City Corporation Line (Case Number 62-01);

Thence, Southerly, continuing along part of said existing City of Grove City Corporation Line (Case Number 62-01), along part of said existing City of Grove City Corporation Line (Case Number 54-93), along the east line of said 4.143 Acre tract, along the west line of Concord Lakes Section 2, as is numbered and delineated on the recorded plat thereof, of record in Plat Book 86, Page 2 and along the west line Concord Lakes Section 3, as is numbered and delineated on the recorded plat thereof, of record in Plat Book 88, Page 49, approximately 799 feet to the southeast corner of said 4.143 Acre tract, the southwest corner of said Concord Lakes Section 3 and in the north line of Concord Lakes Section 4, as is numbered and delineated on the recorded plat thereof, of record in Plat Book 92, Page 73;

Thence, Westerly, along the south line of said 4.143 Acre tract, along part of the south line of said 0.970 Acre tract, along part of the north line of said Concord Lakes section 4, along the north line of said Concord Lakes Section 4 Amendments to Parts Thereof and continuing along part of the exiting City of Grove City Corporation Line (Case Number 54-93), approximately 284 feet to **THE POINT OF BEGINNING, CONTAINING 6.2 ACRES, MORE OR LESS**. 5.5 Acres, more or less to be annexed from Jackson Township and 0.7 Acres, more or less to be annexed from Prairie Township. This description was prepared from record information only and is not based on a field survey. This description is for annexation purposes only.

Contiguity = 62%

Myers Surveying Company, Inc.

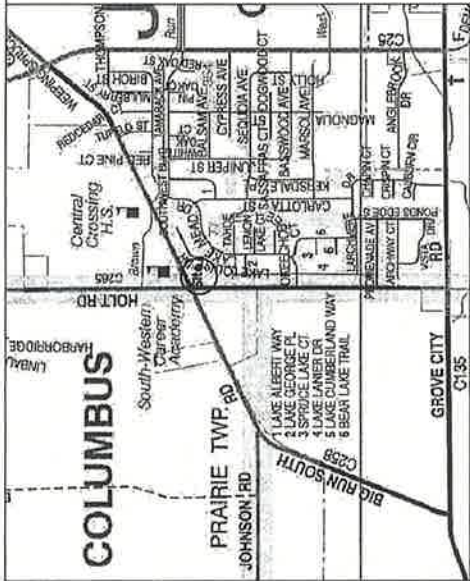
Paul T. Dinan 1-25-2021

Paul T. Dinan Professional Surveyor 7312
PTD/ptd
(101122021BigRunRoadSouthAnnexation)



C-44-22

PROPOSED ANNEXATION OF ±6.2 ACRES
FROM: Jackson Township/Prairie Township
TO: City of Grove City



Vicinity Map

Being ±6.2 Acres, Situated in the State of Ohio, County of Franklin, Townships of Jackson and Prairie, in Virginia Military Survey Numbers 1388 and 3026



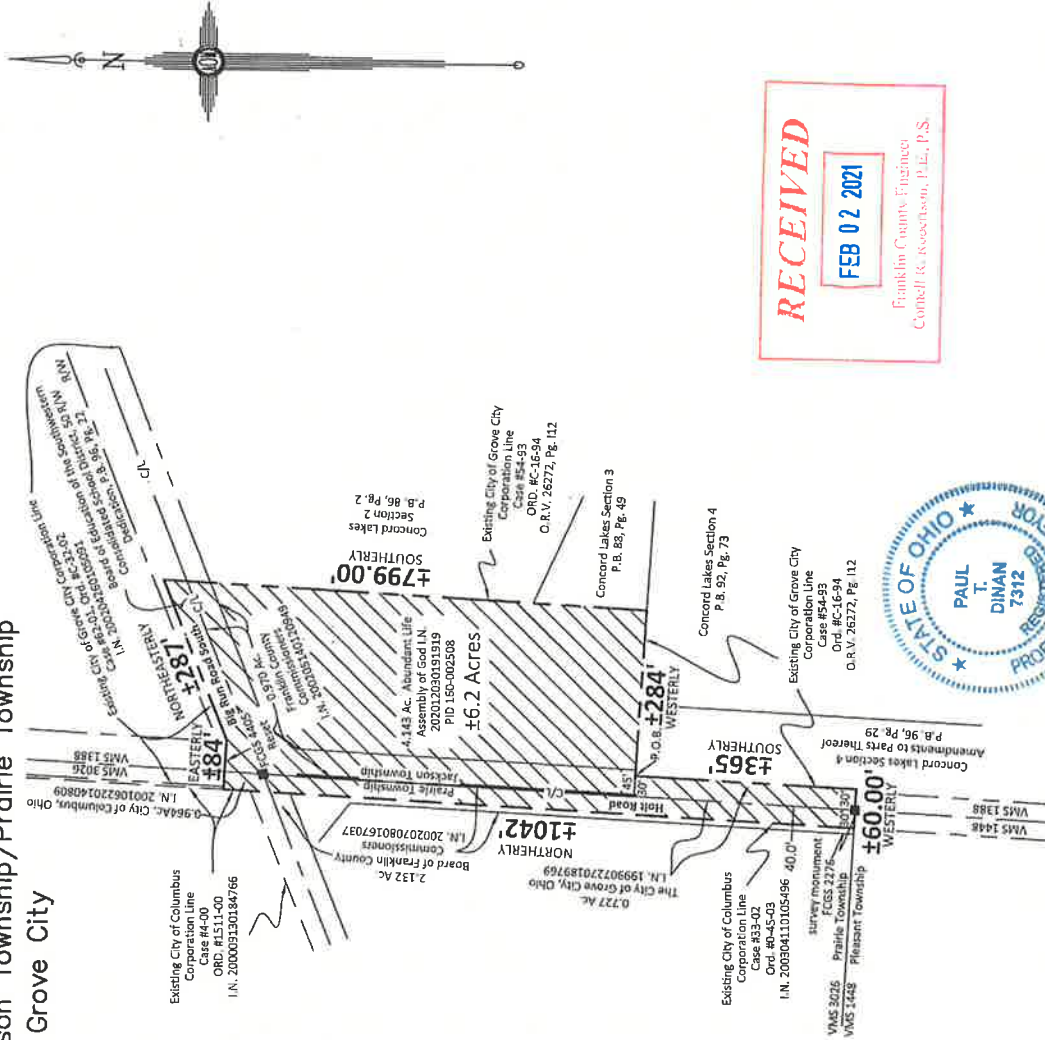
Scale: 1" = 200'
 January 25, 2021

Area to Be Annexed:



- Contiguity Length ± 1819'
- Perimeter Length ± 2921'
- Contiguity Percentage: 62%
- Existing City of Grove City Corp. Line
- Existing City of Columbus Corp. Line
- Proposed City of Grove City Corp. Line

ANNEXATION
 PLAT & DESCRIPTION
 ACCEPTABLE
 CORNELL R. ROBERTSON, P.E., P.S.
 FRANKLIN COUNTY ENGINEER
 By: *[Signature]* Date: 2/2/2021



RECEIVED
 FEB 02 2021
 Franklin County Engineer
 Cornell R. Robertson, P.E., P.S.



[Signature]
 1-25-2021

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

myersSurveying
 COMPANY

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

m.s. 1-01/12/2021 X - T -

Date: 06-14-22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-30-22
1st Reading: 06/20/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-30-22

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE ADDITION TO 3120 PARK STREET IN THE HISTORICAL PRESERVATION AREA

WHEREAS, Section 1138.05 (a) of the Codified Ordinances states that a Certificate of Appropriateness is required from the Planning Commission prior to any new construction, remodeling, reconstruction or demolition, unless otherwise provided in subsection (c) hereof; and

WHEREAS, on June 07, 2022, the Planning Commission recommended approval of the Certificate of Appropriateness request for the room addition for Kevin Cramblet located at 3120 Park Street, 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 approves the Certificate of Appropriateness for an Addition to 3120 Park Street, as submitted.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/15/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-31-22
1st Reading: 06/20/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-31-22

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR SHERWIN WILLIAMS LOCATED AT THE NORTHEAST CORNER OF HOME ROAD AND TURNBERRY COURT

WHEREAS, on June 7, 2022, the Planning Commission recommended approval of the Development Plan for Sherwin Williams with the following stipulations:

1. Additional architectural elements shall be added to the west elevation of the building including faux windows or masonry insets, additional masonry, and parapet variations;
2. The five foot (5') wide sidewalk along the Home Road frontage shall be extended along the Turnberry Court frontage to provide a connection to the sidewalk stub at the Range USA property;
3. A landscaping plan for the proposed bioretention basins shall be submitted and approved by the City;
4. All parking areas adjacent to public roadways shall be screened by a three foot (3') high continuous evergreen hedge;
5. All ground mounted mechanical units shall be fully screened per Chapter 1136.08 of the Code;
6. Parking lot lighting fixtures shall be decorative, matching the fixtures utilized on the Turnberry Retail Center.

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

SECTION 1. This Council hereby approves the Development Plan for Sherwin Williams located at the northeast corner of Home Road and Turnberry Court, contingent upon the stipulations set by Planning Commission and with the following stipulation:

1. A deviation in the required 50 parking spaces is hereby granted to permit 42 spaces.

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

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

Ted. A. Berry, 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.

Date: 06/15/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-32-22
1st Reading: 06/20/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-32-22

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR THE SHOPPES AT BEULAH LOCATED AT THE SOUTHWEST CORNER OF SOUTHWEST BLVD. AND COLUMBUS STREET

WHEREAS, on June 7, 2022, the Planning Commission recommended approval of the Development Plan for The Shoppes at Beulah with the following stipulations:

1. A deviation shall be granted to Section V(A)(2)(b) of the Beulah Park Zoning Text to eliminate the side parking setback along the west property line;
2. Plans shall be submitted for the off-site improvements (median modifications) proposed to Southwest Blvd. and Columbus St. for review;
3. A Special Use Permit shall be obtained for any patio or outdoor seating areas;
4. A reinforced fence, per Standard Drawing C-GC-96, shall be installed between the pond and the entrance drive from Columbus St.
5. Easements will be required for the eight foot (8') shared use path along Southwest Blvd. and for the shared access from Southwest Blvd. and along the western property line;
6. The dumpster enclosure shall be finished in materials matching the primary structure;
7. Tree sizes shall be increased from 2-inch to 2.5-inch caliper in landscape areas adjacent to buildings, per the Beulah Park Zoning Text.

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

SECTION 1. This Council hereby approves the Development Plan for The Shoppes at Beulah located at the southwest corner of Southwest Blvd. and Columbus St., contingent upon the stipulations set by Planning Commission.

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

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

Ted. A. Berry, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 06-15-22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Rauch
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No. : CR-33-22
1st Reading: 06/20/22
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION CR-33-22

A RESOLUTION TO WAIVE CERTAIN PROVISIONS OF SECTION 1135.14(a)(5) OF THE CODIFIED ORDINANCES FOR SEASONS GROVE LOCATED AT 1050 LAMPLIGHTER DRIVE

WHEREAS, a Preliminary Development Plan was approved for Seasons Grove on Lamplighter Drive on June 21, 2021, with Resolution CR-33-21; and

WHEREAS, the site was rezoned from C-2 and PUD-C to PUD-R on September 20, 2021 with Resolution C-45-21; and

WHEREAS, in accordance with Section 1135.14(a)(5) certain deadlines with respect to the approval of Development Plans must be met to retain the PUD-R zoning classification; and

WHEREAS, a request to extend the deadline has been received in the Clerk's Office from the property owner, due to timelines regarding the project's OHFA submission.

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

SECTION 1. This deadline for obtaining an approved development plan shall be extended by one (1) year giving a deadline of June 6, 2023.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form

Stephen J. Smith, Director of Law

Date: 06/15/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Rauch
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No. : CR-34-22
1st Reading: 6/20/22
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-34-22

A RESOLUTION TO WAIVE CERTAIN PROVISIONS OF SECTION 1101.07(b) OF THE CODIFIED ORDINANCES FOR KIDDIE ACADEMY LOCATED AT 4248 BUCKEYE PARKWAY

WHEREAS, on December 21, 2020 with Resolution CR-54-20, a Development Plan was approved for Kiddie Academy at 4248 Buckeye Parkway; and

WHEREAS, in February 2021 the first version of the Site Improvement Plan was submitted to the Service Department for review within one (1) year of the Development Plan approval; and

WHEREAS, as of February 2022 the Site Improvement Plan has been approved; however, required documents pertaining to stormwater management have not been approved in order to authorize construction within 18 months of the Development Plan approval; and

WHEREAS, in accordance with Section 1101.07(b) certain deadlines with respect to the approved Development Plan and the commencement of construction within 18 months of that approval must be met to retain a valid Development Plan; and

WHEREAS, a request to extend the construction deadline has been received in the Clerk's Office from the property owner, due to the delay in the project.

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

SECTION 1. This deadline for submitting construction plans, grading plans and specifications for the first phase and beginning construction shall be extended by six (6) months giving a deadline of December 6, 2022.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form

Stephen J. Smith, Director of Law

Date: 05/31/22
Introduced By: Mr. Sigrist
Committee: Safety
Originated By: Mr. Smith
Sponsor: Mr. Holt
Emergency: 30 Days: XX
Current Expense: _____

No.: C-39-22
1st Reading: 06-06-22
Public Notice: 06-07-22
2nd Reading: 06-20-22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-39-22

AN ORDINANCE TO AMEND THE DESIGNATED OUTDOOR REFRESHMENT AREA

WHEREAS, on May 20, 2019 this Council enacted Ordinance C-17-19 which established a Designated Outdoor Refreshment Area (“DORA”) for the Grove City Town Center; and

WHEREAS, under the current DORA regulations, certain City events are excluded from the DORA and the City desires to remove these excluded events.

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

SECTION 1. Section 5 titled Proposed Requirements for Ensuring Public Health and Safety within the DORA, under “Required Cups” is hereby amended to replace: *made of compostable material* with the following: ***clear plastic that can be recycled.***

SECTION 2. Section 6 titled Designated Hours of Operation is hereby amended to remove the following excluded events: *Boo Off Broadway/Beggars Night, Christmas Celebration and Homecoming; and to add Sunday as a permitted day.*

SECTION 3. Following a review of the Designated Outdoor Refreshment Area, as required in Ordinance C-46-21, City Council hereby authorizes the continuance of the Designated Outdoor Refreshment Area for the Grove City Town Center under its amended requirements.

SECTION 4. Pursuant to Ohio Revised Code Section 4301.82, City Council shall conduct a further review of the Designated Outdoor Refreshment Area no later than five (5) years from the effective date of this Ordinance.

SECTION 5. This Ordinance shall take effect at the earliest date permitted by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/15/22
Introduced By: Ms. Houk
Committee: Service
Originated By: Ms. Kelly
Sponsor: Mr. Holt
Emergency: 30 Days:
Current Expense:

No.: CR-35-22
1st Reading: 06/20/22
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-35-22

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE ANNUAL HOMECOMING CELEBRATION ON JULY 29, 2022 ON THE STREETS OF TOWN CENTER

WHEREAS, the Annual Homecoming Celebration will be held on the streets of Town Center on July 29, 2022; and

WHEREAS, The Grove City Kids Association wish to sell beer during this Homecoming Celebration; and

WHEREAS, Section 529.07(b)3 of the Codified Ordinances of the City states: No person shall have in his possession an open container of beer or intoxicating liquor in a public place.

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

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the Annual Homecoming Celebration on the streets of Town Center on July 29, 2022.

SECTION 2. The provisions shall only be waived between the hours of 6:00 p.m. to 11:30 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of beer shall be from 6:30 – 10:00 p.m.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

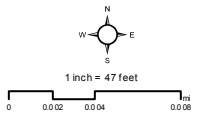
I Certify that this resolution is correct as to form

Stephen J. Smith, Director of Law



City of Grove City Ohio

Richard L. "Ike" Stage, Mayor



This map was generated by Grove City's
ArcGIS Online web mapping site.

The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and effort was given to the creation of this map to maximize its accuracy but is provided "as is." Grove City cannot accept responsibility for any errors, omissions, or position inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product.

Although information from landfile surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.

Date: 06/15/22
Introduced By: Ms. Houk
Committee: Service
Originated By: Ms. Kelly
Sponsor: Mr. Schottke
Emergency: 30 Days
Current Expense:

No.: CR-36-22
1st Reading: 06/20/22
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-36-22

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 903.05b OF THE CODIFIED ORDINANCES FOR THE ANNUAL ALUMNI SOFTBALL TOURNAMENT ON JULY 30 & 31, 2022 AT FRYER PARK

WHEREAS, the Annual Alumni Softball Tournament will be held at Fryer Park on July 30 and 31, 2022 and in the event of postponement due to rain, this tournament will be held on August 06 & 07; and

WHEREAS, Grove City Rotary Club wish to sell beer during this Alumni Tournament; and

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

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

SECTION 1. The provisions of Section 903.5b of the Codified Ordinances that no alcoholic beverages be permitted on park property is hereby waived for the sale and consumption of alcoholic beverages provided by Grove City Rotary Club for this one occasion for the Alumni Softball Tournament at Fryer Park on July 30 and 31, 2022 and in the event of postponement due to rain, this provision shall be waived on August 06 & 07, 2022.

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

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

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

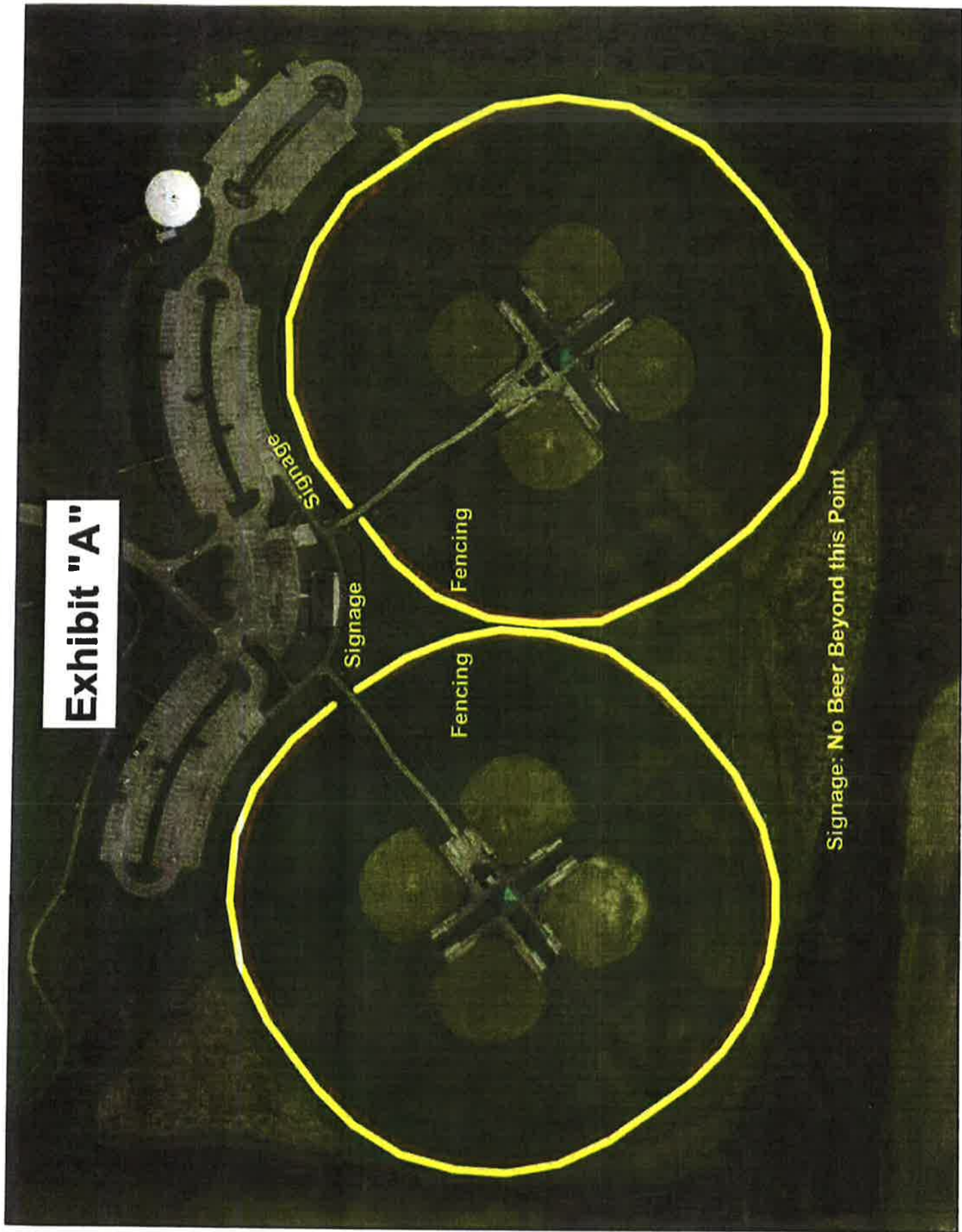
Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

CR-36-22

Exhibit "A"



Signage: No Beer Beyond this Point

Date: 06-01-22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-40-22
1st Reading: 06/06/22
Public Notice: 06/07/22
2nd Reading: 06/20/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-40-22

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

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

WHEREAS, the City has updated many its leave provisions, including the addition of paid birth leave; and

WHEREAS, due to staffing changes, it is necessary to adjust the number of employees; and

WHEREAS, the current increases for union members reflected below are a result of recent negotiations with the various unions and are updated to reflect the current collective bargaining agreements.

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

SECTION 1. Section 161.01 is hereby amended, in part, as follows:

(d) Requirements as to Continuity of Service. Service requirements for advancement within the compensation schedule, Longevity Bonus, and for other purposes as specified in this Chapter shall require continuous service defined as employment in the City service without break or interruption. Leaves of absence of less than thirty (30) days shall not be construed to mean interruption of continuous service. Approved absence with or without pay, in excess of thirty (30) days, except for service with the armed forces of the United States or the State of Ohio and approved FMLA leave, shall be deducted in computing total service, as permitted by law; but shall not serve to interrupt continuous service.

SECTION 2. Section 161.02 is hereby amended, in part, as follows:

(b) Regular Workday. For all employees except Police Dispatch and Division of Police employees, as well as employees governed by a collective agreement, a regular workday is an eight (8) or ten (10) hour work period ~~between the hours of 6:00 a.m. and 6:00 p.m.~~ as determined and designated by the City Administrator. Employees may be assigned varying work periods, as determined and designated by the City Administrator. (Ord. C25-13. Passed 5-6-13.)

SECTION 3. Section 161.04 is hereby amended, in part, as follows:

(a) All eligible employees, as defined in Section 161.01(e), after the completion of five (5) years of full-time, continuous service with the City, shall receive a longevity bonus pursuant to the following schedule.

<u>Years of Service</u>	<u>Annual Longevity Bonus</u>
5th through and including 10th	\$1,075
11th through and including 15th	\$1,325
16th through and including 20th	\$1,550
21st <u>through and including 24th</u>	\$1,900
<u>25th and thereafter</u>	<u>\$2,250</u>

SECTION 4. Section 161.06 is hereby amended, in part, as follows:

(g) With the approval of the City Administrator, the City may recognize previous public service employment for earning vacation benefits. **To be eligible for consideration, evidence of prior service must be submitted within 90 days of the start of employment with the City.**

SECTION 5. Section 161.07 is hereby amended, in part, as follows:

(a) **Accrual.** Each eligible employee, as defined in Section 161.01(e), shall be entitled to sick leave of four and six-tenths (4 6/10) hours with pay for each completed eighty (80) hours of service. Employees may use sick leave, upon approval of the department head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and illness, injury or death in the employee's immediate family. Immediate family as used herein is defined as spouse, child, brother, sister, parents, 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, and half-sister. **The City reserves the right to require employees to utilize sick leave if the employee is or becomes visibly or obviously ill while at work.** Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of a minimum of one hour (1) for every one (1) hour of absence or part thereof from work, in one (1) hour increments. The department head may require an employee to furnish a satisfactory written and signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave and a statement of such leave shall be filed with the City Administrator at the end of each pay period.

(4b) **Sick leave from another public agency.** All eligible employees, as defined in Section 161.01(e), entering the employment of the City may bring up to one hundred and twenty (120) hours from their sick leave balance from another public agency as defined in Ohio R.C. 124.38. The balance must be certified by the public agency within 90 days of the employee beginning work with the City of Grove City. Sick leave balances from another public agency may not be used until all sick leave accrued through the City is exhausted. (Ord. C25-13. Passed 5-6-13.)

(bc) **Certification.** All eligible employees, as defined in Section 161.01(e), leaving the employment of the City either upon termination or retirement shall receive certification from the City of their unused sick leave.

(ed) **Payment of Unused Sick leave Upon Retirement or Resignation.** Any eligible employee, as defined in Section 161.01(e), leaving employment of the City either upon retirement or resignation shall be compensated for the employee's unused sick leave as set forth herein. The amount of payment for unused sick leave shall be calculated by subtracting three hundred sixty hours (360) hours from the certified sick leave balance and dividing that result by two (2). The resulting hours shall be paid at the employee's final base rate of pay. A retiring employee is guaranteed a payout equal to one-fourth (1/4) of the total number of sick leave hours accumulated.

(de) Payment of Unused Sick leave Upon Termination. Any eligible employee as defined in Section 161.01(e), leaving employment of the City upon termination shall not be eligible to receive payment for any unused sick leave.

(ef) Payment of Unused Sick leave Upon Death. In the event an employee dies as a direct result of an injury sustained in the course of employment, the employee's estate shall be paid on a day for day basis for his or her certified sick leave at the employee's final base rate of pay.

(fg) Conversion. At any time, an eligible employee, as defined in Section 161.01(e), who has accumulated and maintains three hundred sixty (360) or more hours of unused sick leave shall be given the option of converting unused sick leave earned with the City for paid compensation of fifty percent of the total hours at the employee's regular base rate of pay; (for example, one hundred (100) hours will yield a total of fifty (50) hours of pay multiplied by the employee's regular base rate). No employee conversion per this section may result in such employee maintaining less than a minimum of three hundred sixty (360) hours. (Ord. C25-13. Passed 5-6-13.)

(gh) Donated Sick Leave.

SECTION 6. Section 161.08 is hereby amended, in part, as follows:

(a) Special Leave. For eligible employees, as defined in Section 161.01(e), the City Administrator may authorize a special leave of absence without pay for any period or periods not to exceed three (3) calendar months in any one calendar year in the City Administrator's sole discretion. In addition, the City Administrator **shall** 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 the employee's benefit program and any other requirements set by the City, unless regulated by state or federal law or as required by the Family Medical Leave Act.

SECTION 7. Section 161.09 is hereby amended, in part, as follows:

(b) Personal Expenses.

(1) Any eligible employee, as defined in Section 161.01(e), authorized by the City Administrator to engage in or upon official business within Franklin County for or on behalf of the City may be reimbursed for all or part of any reasonable expense incurred. Such ~~officer or~~ employee shall submit a statement of expenses with such supporting data as the Director of Finance or City Administrator requires.

(4) Any employee may request prepayment of any expenses. Such request must be authorized by the City Administrator and submitted to the Director of Finance for approval with such supporting data as required. Such prepayment shall be confirmed after such activity concludes to the Director of Finance within thirty days following the expenditure. The City reserves the right to recoup overpayments as permitted by law.

SECTION 8. Section 161.10 is hereby amended, in part, as follows:

Job#	Organization Identification	Job Title	FLSA Exemption	Classification on Plan	FTE Max. Number	PTE Max. Number	Pay Grade	Minimum/Maximum
1112	Administration	Deputy City Administrator	E	U	1		11	\$46.17 – 73.00 66.69
1312	Administration	Court Account Specialist	N	C	1		CBA	\$18.93 – 34.18

								17.75 - 31.74 (thru 4/20/24)
1513	Administration	Court Account Clerk	N	C	2		CBA	\$17.46 - 29.96 16.38 - 27.82 (thru 4/20/24)
2111	Finance	Finance Director	E	U	1		11	\$46.17 - 73.00 66.69
2511	Finance	Finance Account Specialist	N	C	1		CBA	\$18.93 - 34.18 17.75 - 31.74 (thru 4/20/24)
3111	Information Systems	Information Systems Director	E	U	1		11	\$46.17 - 73.00 66.69
3311	Information Systems	Information Systems Coordinator	N	C	4 3		8	\$31.50 - 54.47
5111	Parks and Recreation	Parks and Recreation Director	E	U	1		11	\$46.17 - 73.00 66.69
6111	Service	Public Service Director	E	U	1		11	\$46.17 - 73.00 66.69
6211	Service	Public Service Deputy Director	E	U	1		9 8	\$33.73 - 58.33
6615	Service	Service Technician	N	C	22 19		CBA	\$20.93 - 34.49 (thru 4/20/24)
6618	Service	Facility Services Housekeeping Coordinator	N	C	1		5	\$20.50 - 35.45
7111	Development	Development Director	E	U	1		11	\$46.17 - 73.00 66.69
7314	Development	Development Administrative Secretary II	N	C	1		4	\$18.71 - 32.35
8111	Safety	Safety Director	E	U	1		11	\$46.17 - 73.00 66.69
8112	Safety - Buildings	Building Chief Official	E	C	1		11	\$46.17 - 73.00 66.69
8411	Safety - Buildings	Building Inspector	N	C	5 4		6	\$23.33 - 40.35
8514	Safety - Buildings	Property Maintenance Inspector	N	C	4 2		5 6	\$20.50 - 35.45 \$23.33 - 40.35
8511	Safety - Buildings	Building Account Clerk	N	C	1		CBA	\$17.46 - 29.96 16.38 - 27.82 (thru 4/20/24)
9111	Safety - Police	Police Chief	E	C	1		11	\$46.17 - 73.00 66.69
9212	Safety - Police	Police Lieutenant	N	C	3		CBA	\$64.77 - 68.71 \$62.88 (thru 12/31/24)
9411	Safety - Police	9-1-1 Public Safety Communications Manager	E	C	1		7	\$26.41 - 45.67
9412	Safety - Police	9-1-1 Public Safety Communications Supervisor	N	C	2		CBA	5 Step \$24.62 - 36.25 (thru 12/31/23 5 Step)
9413	Safety - Police	9-1-1 Public Safety-Dispatcher Police Communications Dispatcher Technician	N	C	13		CBA	\$22.38 - 32.95 (thru 12/31/23)
9512	Safety - Police	Police Account Clerk	N	C	2		CBA	\$17.46 - 29.96 16.38 - 27.82 (thru 4/20/24)
9911	Safety - Police	Police Sergeant	N	C	8		CBA	\$57.46 - \$60.96 \$5.79 (thru 12/31/24)
9912	Safety - Police	Police Officer	N	C	54 2		CBA	\$28.53 - 52.90 27.70 - 48.41 (thru 12/31/24)

SECTION 9. Section 161.13 is hereby amended, in part, as follows:

(a) ~~General.~~ It is the policy of the City to grant up to twelve (12) weeks of family and medical leave during a "rolling" twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) **and up to 26 weeks for certain military caregiver leave.** A rolling twelve (12) month period means the twelve (12) month period measured backwards from the date an employee uses the leave, **provided the eligible employee has leave. If the eligible employee does not,** the leave will be unpaid, however, benefits will continue during the leave **as required by law.**

Employees may be required to provide a return-to-work form from their medical provider when returning from FMLA leave. If the City believes the employee cannot perform the essential functions of the position, the City may require a Fitness for Duty Certification (FDC) examination from a City approved medical provider. The City may delay restoration of employment until the FDC is provided. Unless the employee provides either a FDC or new medical certification for a serious health condition at the time the employee's FMLA leave concludes, the employee may be terminated.

The City's policies, procedures and guidelines for Family and Medical Leave Act ("FMLA") leave are set forth in the Employee Handbook.

(b) ~~Qualification Requirements.~~ In order to qualify to take family and medical leave under this policy, the employee must meet all of the following conditions:

~~(1) The employee must have worked for the City at least twelve months or fifty-two (52) weeks in the prior seven years or as prescribed by the Family Medical Leave Act. The twelve (12) months, or fifty-two (52) weeks, need not have been consecutive. For eligibility purposes an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.~~

~~—— (2) The employee must have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately before the date when the leave would begin.~~

~~—— (3) The employee must work in an office or work site where fifty (50) or more employees are employed within seventy-five (75) miles of that office or work site.~~

(c) ~~Covered Leave.~~ In order to qualify as FMLA leave under this policy, the employee must be taking the leave for one of the reasons listed below:

~~—— (1) The birth of a child and/or in order to care for or bond with that child. This leave must be taken during the twelve (12) month period immediately following the birth of the child. (Ord. C15-18. Passed 3-20-18.)~~

~~—— (2) The placement with the employee of a child for adoption or foster care. This leave must be taken during the twelve (12) month period immediately following the placement of the child.~~

~~—— (3) To care for spouse, child, or parent with a serious health condition. (Ord. C15-18. Passed 3-20-18.)~~

~~—— (4) The serious health condition of the employee which makes the employee unable to perform the functions of the employee's job.~~

~~—— (5) Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces.~~

~~—— (6) In order to care for a covered service member who is the employee's spouse, son, daughter, parent or next of kin because of a serious injury or illness that the service member incurred in the line of active duty in the Armed Forces (hereafter "service member care leave"). (Ord. C15-18. Passed 3-20-18.)~~

~~(d) Serious Health Condition. A "serious health condition" means all illness, injury, impairment, or a physical or mental condition that involves:~~

~~—— (1) In-patient care (i.e., overnight stay in hospital, hospice or residential medical care facility);~~

~~—— (2) Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three consecutive calendar days and that involves two (2) or more times of treatment by a health care provider or treatment on one (1) occasion resulting in a regimen of continuing treatment under the supervision of a health care provider; (Ord. C15-18. Passed 3-20-18.)~~

~~—— (3) Any period of incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than continuing periods of incapacity, i.e., asthma, diabetes, epilepsy, etc.;~~

~~—— (4) Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, i.e., Alzheimer's, severe stroke, terminal illness, so long as the employee or family member is under the continuing supervision of a health care provider;~~

~~—— (5) Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after accident or surgery, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention, i.e., cancer (chemotherapy, radiation), severe arthritis (physical therapy) or kidney disease (dialysis); or~~

~~—— (6) Prenatal care by a health care provider.~~

~~If an employee takes paid leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the City may designate all or some portion of related leave taken as leave under this policy to the extent that the earlier leave meets the necessary qualification. (Ord. C15-18. Passed 3-20-18.)~~

~~(e) Leave Increments Leave shall be computed by the City and subtracted from the employee's available leave on the basis of a minimum of one hour for every one (1) hour of leave or part thereof, in one (1) hour increments.~~

~~If spouses both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, each spouse may only take a combined total of twelve (12) weeks of leave. (Ord. C15-18. Passed 3-20-18.)~~

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

~~(g) — Benefits and Compensation. While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same condition as if the employee had continued to work.~~

~~If the employee chooses not to return to work for reasons other than a continued serious health condition, the City may require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave.~~

~~If an employee pays a portion of the health care premium for health insurance benefits, then while on leave, the employee must continue to make this payment either in person or by mail. The payment must be received by the first day of each month. If the payment is more than thirty (30) days late, the employee's health care coverage may be dropped for the duration of the leave.~~

~~An employee who takes leave under this policy will ordinarily be able to return to the same job or a job with equivalent status, pay, benefits and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility and authority.~~

~~All and any accrued available paid leave benefits and disability benefits, if applicable, must be substituted for all or any part of unpaid FMLA leave taken for any reason.~~

~~(h) — Application for Leave. The employee may take FMLA leave in consecutive weeks, may use leave intermittently (take a day periodically when needed over the year), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a rolling total of twelve (12) weeks over a twelve (12) month period, unless the service member care leave extension applies as outlined in Section 161.13(f).~~

~~The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the employee needs intermittent leave that is foreseeable based on planned medical treatment for himself, a covered family member, or a covered service member. (Ord. C15-18. Passed 3-20-18.)~~

~~For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one (1) year of the birth or placement of the child.~~

~~(i) — Required Documentation. The City will require certification of a serious health condition. The employee should respond to such a request within fifteen (15) days of the request, or provide a reasonable explanation of the delay. Failure to provide certification may result in a denial of leave. (Ord. C15-18. Passed 3-20-18.)~~

~~The City has the right to ask a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from the second doctor, which the City will select. If there is a conflict between the original and second opinion, a third opinion will be required with both parties agreeing on a third doctor and the City paying for this opinion. The third opinion is the final option.~~

~~(j) — Notice and Application. When an employee plans to take leave under this policy, the employee must give the City thirty (30) days notice. If it is not possible to give thirty (30) days notice, the employee must give as much notice as is practicable — normally no later than twenty-four (24) hours after the need for leave is known. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the City's operations. If an employee fails to provide required notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date the employer receives notice. (Ord. C15-18. Passed 3-20-18.)~~

~~While on leave, employees are requested to report periodically to the City regarding the status of medical condition, and their intent to return to work and are not permitted to perform work for other entities.~~

~~Employees shall provide at least verbal notice sufficient to make the City aware that the employee needs FMLA qualifying leave, the anticipated timing and duration of the leave. The City may inquire further of the employee if it is necessary to have more information about whether FMLA leave is to be taken.~~

~~The City may seek recertification of FMLA in connection with an absence every six months or as needed.~~

~~The City may require a fitness-for-duty certification ("FDC") for an employee on FMLA leave for his or her own serious health condition. The certification should specifically address the employee's ability to perform the essential functions of his or her job, as listed on the designation notice. For intermittent/reduced leave, the City may require a FDC up to once every 30 days (assuming there were FMLA absences during that period) if "reasonable safety concerns" exist regarding the employee's ability to perform his or her duties based on the serious health condition. If the City elects to require a FDC under these circumstances, it will notify the employee at the same time it issues the designation notice that for each subsequent instance of intermittent/reduced leave, the employee will be required to submit a FDC unless one already has been submitted within the past 30 days.~~

~~The City may delay restoration of employment until the FDC is provided. Unless the employee provides either a FDC or new medical certification for a serious health condition at the time the employee's FMLA leave concludes, the employee may be terminated. (Ord. C15-18. Passed 3-20-18.)~~

SECTION 10. Section 161.17 is hereby enacted as follows:

161.17 PAID BIRTH LEAVE

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

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

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

(d) Each week of paid birth leave is compensated up to 100% of the employee's regular rate of pay.

(e) All payments under this policy will be made in accordance with standard payroll practices.

(f) Employees must take paid birth leave in one continuous period of leave immediately following the birth of the child except as defined in (g).

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

(h) Upon termination of the individual's employment, an employee will not be paid for any unused birth leave for which the employee was eligible.

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

(j) Employees are required to provide notice of the need for paid birth leave as soon as practicable.

SECTION 11. This Ordinance shall take effect at the earliest date permitted by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 06-01-22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-41-22
1st Reading: 06/06/22
Public Notice: 06/07/22
2nd Reading: 06/20/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-41-22

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

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

WHEREAS, the present agreement with AFSCME Local 1116, Ohio Council 8, AFL-CIO expires on at midnight on April 20, 2022; and

WHEREAS, the AFSCME Union ratified the proposed agreement on March 15, 2022.

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

SECTION 1. The Mayor and City Administrator are hereby authorized to enter into an agreement with the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO attached hereto as Exhibit A. The agreement shall be effective from April 21, 2022 to midnight April 20, 2025.

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

Ted A. Berry, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance



C-41-22

COLLECTIVE BARGAINING AGREEMENT

Between

The City of Grove City

and

Local 1116, Ohio Council 8

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

AFL-CIO

April 21, 2022, through April 20, 2025

TABLE OF CONTENTS

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

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

ARTICLE 1 - AGREEMENT

This contract is made and entered into this 21st day of April 2022, between the City of Grove City, hereinafter referred to as the "City", and Local 1116, Ohio Council 8, American Federation of State, County and Municipal Members, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

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

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

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

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

ARTICLE 4 - PROBATIONARY PERIOD

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

ARTICLE 5 - DUES CHECKOFF

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

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

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

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

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

ARTICLE 6 - UNION REPRESENTATION

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

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

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

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

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

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

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

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

ARTICLE 7 - LABOR/MANAGEMENT MEETINGS

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

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

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

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

ARTICLE 8 NON-DISCRIMINATION

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

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

ARTICLE 9 - DISCIPLINARY PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 STRIKES AND LOCKOUTS

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

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

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

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

ARTICLE 12 - SENIORITY

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

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

Section 3. Seniority shall be broken when a Member:

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

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

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

G. Leaves the AFSCME Bargaining Unit.

ARTICLE 13 - LATERAL TRANSFERS AND PROMOTIONS

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

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

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

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

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

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

These specialty technician positions are subject to the following qualifications:

A. The City has the sole discretion to select who will fill these positions based on the criteria listed in Section 1 of this Article.

B. If no current Service Technician Or Urban Forestry Specialist applies for these positions or, if in the discretion of the City, no current Members are qualified, then the City shall have the right to assign the position to a Member of its choosing or to fill the position from outside the bargaining unit.

C. An annual reassessment of these positions may be, but is not required to be, conducted by the City every March (with any changes effective April 21 of each year).

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

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

ARTICLE 14 - LAYOFF AND RECALL

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

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

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

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

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

ARTICLE 15 - WORKDAY/WORKWEEK

Section 1. For all Members in the bargaining unit employed on or before April 21, 2017, a standard workweek shall consist of either five consecutive 8-hour days or four consecutive 10-hour days, Monday through Friday. For all Members hired after April 21, 2017, the Monday through Friday restriction shall not apply. Nothing shall prevent a member hired prior to April 21, 2017, from voluntarily accepting a work schedule or work week that is not Monday through Friday.

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

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

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

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

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

ARTICLE 16 - OVERTIME

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

- (a) Hours worked in excess of eight hours in a day in an 8-hour work schedule
- (b) Hours worked in excess of ten hours in a 10-hour work schedule
- (c) Hours worked in excess of forty (40) hours in a week.
- (d) Hours worked on the sixth or seventh day of a five day, 8-hour a day workweek, or hours on the fifth, sixth, and seventh days of a four day, 10-hour a day workweek.
- (e) City approved paid leave times shall count as hours worked for determining overtime.

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

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

only. The City will provide the Union, upon request, a summary of all overtime worked by Members.

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

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

ARTICLE 17- LEAVES OF ABSENCE

Section 1. Military Leave

All Members who are Members of the Ohio National Guard, the Ohio Defense Corps., the State and Federal Militia, or Members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties without loss of pay, and without any offset for receipt of military pay, for the time they are performing

service in the uniformed services, as defined in Section 5903.01 of the Ohio Revised Code, for periods of up to one hundred and seventy-six (176) hours within one (1) calendar year. This military leave policy will remain consistent with the Ohio Revised Code.

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

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

Section 2. Jury and Witness Duty

A Member called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between the Member's regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty unless the City obtains the Member's release from jury service or witness service for a period up to 4 weeks. To be eligible for jury duty pay or witness pay, a Member shall turn into the City a jury pay voucher

or a witness pay voucher showing the period of jury service or witness service and the amount of the jury pay or witness pay received.

Section 3. Educational Leave

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

Section 4. Personal Leave

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

Section 5. Medical or Disability Leave

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

Section 6. Retention of Seniority

Members shall retain all seniority rights with the City while on leaves of absences which are authorized under this Article of this Agreement. However, Members on a personal

leave, medical leave and/or military leave shall not be permitted to exercise their seniority rights until two weeks before they return from leave.

Section 7. Injury Leave.

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

Section 8 FAMILY AND MEDICAL LEAVE ACT.

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

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

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

Section 9. PAID BIRTH LEAVE

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

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

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

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

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

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

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

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

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

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

ARTICLE 18 - SICK LEAVE

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

When a Member is going to be off work using sick leave, they shall call and report off to their immediate supervisor prior to their scheduled starting time. If a Member fails to report off timely, they shall not be able to use sick leave for the absence. When a Member plans to take sick leave for a foreseeable, scheduled medical appointment and medical leaves, the Member must provide the City with written notice at least thirty (30) days before the appointment or leave is to begin. If it is not possible to give 30 days' advance notice, the Member must give as much advance notice as the Member can under the circumstances. The City shall have discretion to grant or deny such requests.

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

Members with employment service time with another public agency in the State of Ohio may be credited with any unused sick leave from previous public employment up to one

hundred and twenty (120) hours. A letter certifying that sick leave balance from the former employer must be furnished to the City. Sick leave from another public agency cannot be converted to cash and can only be used when any sick leave earned while employed with Grove City has been exhausted.

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

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

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

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

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

Section 5. At any time, an eligible Member who has accumulated and maintains three hundred sixty (360) or more hours of unused sick leave shall be given the option of converting unused sick leave earned with the City for paid compensation of fifty percent of the total hours at the employee's regular straight-time rate of pay (for example, one hundred (100) hours will yield a total of fifty (50) hours of pay multiplied by the employee's regular base rate). No Member conversion per this section may result in such Member maintaining less than a minimum of three hundred sixty (360).

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

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

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

Section 8. **Donated Sick Leave.**

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

- (1) Has a non-work-related serious illness or serious injury, as documented in writing by a medical doctor, which renders the Member unable to perform the essential functions of the Member's position for a minimum of four (4) consecutive weeks.
- (2) Has exhausted all leave balances and does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence.

(3) Has not been offered non-work-related Transitional Duty; and

(4) No record of ever being disciplined for sick leave abuse.

B. Procedure:

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

(2) Upon approval of a request for sick leave donation, the Human Resource Coordinator or City Administrator's designee shall complete the necessary form and forward copies of same to the Member requesting sick leave donation.

(3) A Member wishing to donate sick leave to a fellow Member eligible for donation shall complete the necessary form and forward same to the City Administrator or City Administrator's designee, who shall provide a copy to Human Resources.

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

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

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

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

- (1) Retains a sick leave balance of at least two hundred – forty (240) hours after deduction of the hours offered for donation; and
- (2) Voluntarily elects to donate sick leave to the Member approved for donation, understanding that any such leave donated and not used shall be returned.

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

- (1) All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation.
- (2) A Member receiving donated sick leave shall be paid at the Member's regular, straight-time rate of pay, regardless of the rate of pay of the Member donating such leave.
- (3) Sick leave shall be deducted from donating Member proportionately from all donated hours and credited to the receiving member's account on pay day up to the amount necessary for the Member to be paid their regular two (2) week's pay. No sick leave shall accumulate in the account of a receiving Member or be converted to cash or compensatory time. Any sick leave donated by a Member that is not used shall remain in the account of the donating Member.
- (4) A Member using donated sick leave shall be in active pay status and shall accrue sick and vacation leave and be entitled to any benefits they would normally receive. All paid leave provided to or accrued by a Member while using donated sick leave shall be used in the following pay period before donated sick leave is used.

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

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

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

8. The City Administrator or City Administrator's designee shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall be strictly voluntary. Only the Human Resource Coordinator shall directly solicit donations of sick leave from another Member.

ARTICLE 19 HOLIDAYS

Section 1. All bargaining unit Members shall receive the following holidays off with pay:

New Year's Day	First day in January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November

Day Following Thanksgiving Day
Christmas Eve Day
Christmas Day
Member's Birthday

Fourth Friday in November
Twenty-fourth day of December
Twenty-fifth day of December

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

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

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

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

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

ARTICLE 20 VACATION

Section 1.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21 WAGES

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

Job Classification	Step	EFFECTIVE 4/21/2021	EFFECTIVE 4/21/2022 2.50%	EFFECTIVE 4/21/2023 2.50%	EFFECTIVE 4/21/2024 2.50%
ACCOUNT CLERK	Step 1	17.04	17.47	17.90	18.35
	Step 2	18.82	19.29	19.77	20.27
	Step 3	20.64	21.16	21.68	22.23
	Step 4	22.43	22.99	23.57	24.15

	Step 5	24.24	24.85	25.47	26.10
	Step 6	25.98	26.63	27.30	27.98
	Step 7	27.82	28.52	29.23	29.96
ACCOUNT SPECIALIST	Step 1	18.47	18.93	19.41	19.89
	Step 2	20.66	21.18	21.71	22.25
	Step 3	22.92	23.49	24.08	24.68
	Step 4	25.04	25.67	26.31	26.97
	Step 5	27.30	27.98	28.68	29.40
	Step 6	29.48	30.22	30.97	31.75
	Step 7	31.74	32.53	33.35	34.18
SERVICE TECHNICIAN	Step 1	20.42	20.93	21.45	21.99
	Step 2	22.35	22.91	23.48	24.07
	Step 3	24.28	24.89	25.51	26.15
	Step 4	26.23	26.89	27.56	28.25
	Step 5	28.13	28.83	29.55	30.29
	Step 6	30.09	30.84	31.61	32.40
	Step 7	32.03	32.83	33.65	34.49

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

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

Section 3. An Account Clerk who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of Account Specialist for any eight (8) hour

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

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

Section 4. A Service Technician or Urban Forestry Specialist who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of a higher classification for any eight (8) hour workday of a classification that is paid above that which the Member normally holds, shall receive an additional payment of \$1.00 per hour while so acting, added to the step the Member is currently at for all hours actually worked but excluding hours in paid status while on approved leaves. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay including the additional \$1.00 per hour.

Payments to be made consistent with the provisions of this section will be the difference in the Member's base salary and the base salary including the additional \$1.00 per hour for the hours actually worked in a bi-weekly basis. Any hours in paid status while on approved leave during said assignment will be paid at the Member's original base rate. Any calculations of severance pay or other similar pays shall be made using an Member's original base rate.

Section 5. Members selected by the City as mechanic, sewer and urban forestry specialist and electric technicians shall receive an additional \$1.00 per hour.

ARTICLE 22 - SAFETY

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

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

Section 3. A Safety Committee shall be maintained to review safety issues and to make recommendations as necessary to the City for the improved safety of all workers. Such committee shall meet twice a year and be composed of three (3) members chosen by the Union and three (3) representatives of management so designated by the City. Attendance at such meetings may be during the regular work hours but in no case can such meetings result in any overtime pay. The scheduling of such meetings shall be determined by the City.

ARTICLE 23 - INSURANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 24 SUBCONTRACTING

The City shall have the right to subcontract; provided, however, that in the event a decision to subcontract would reduce the number of bargaining unit Members below the level of Members existing at the time of the execution of this Agreement, then, in that situation only, the City agrees to notify the Union and allow the Union an opportunity to discuss the subcontracting decision for a period of 45 days before any bargaining unit members are released. Despite these discussions, the City shall have the sole discretion to determine whether to subcontract during and after the 45-day period, so long as no bargaining unit members are reduced until the end of the 45-day period.

ARTICLE 25 MILEAGE ALLOWANCE

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

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

ARTICLE 26 MEALS AND LODGING

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

ARTICLE 27 WORK RULES

The City will provide the Union with any written work rules fourteen (14) days prior to implementation. Any charges by a bargaining unit Member that a work rule is a violation of

this contract or has not been applied or interpreted uniformly to all Members, shall be a proper subject for grievance.

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

ARTICLE 28 UNIFORMS

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

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

ARTICLE 29 LONGEVITY

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

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

B. The longevity payments shall be made, in accordance with the about schedule, in a separate lump-sum payment on the first pay period ending after each anniversary

date of each year. Upon termination for any reason, Members who are eligible for longevity pay under this section (or, in the event of death, the estate of the deceased) shall be paid, as part of their terminal pay, the final partial year of longevity pay, prorated to the number of hours worked during such partial year since the Member's last anniversary date. The Director of Finance shall establish the rules and regulations for the distribution of this bonus.

ARTICLE 30 BULLETIN BOARDS

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

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

ARTICLE 31 WAIVER IN CASE OF EMERGENCY

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

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

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure

and shall proceed from the point in the Grievance Procedure to which they (the grievant(s)) had properly progressed.

ARTICLE 32 TUITION REIMBURSEMENT

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

A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the City Administrator or his or her designee. All courses are subject to approval by the City Administrator. There must be a correlation between the Member's duties and responsibilities and the courses taken. All scheduled times of courses must be approved by the City Administrator. Any situation which, in the discretion of the City Administrator, would require a Member's presence on the job shall take complete and final precedence over any time schedule for courses.

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

C. Reimbursement for tuition shall be made when the Member satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to the City

Administrator. Reimbursement shall be made within sixty (60) days for the date the Member complies with the provision of this Section.

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

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

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

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

ARTICLE 33 SEVERABILITY

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

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

ARTICLE 34 COMPLETE AGREEMENT CLAUSE

Agreements reached between the City and the Union during negotiations shall constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining. The City and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to

make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of the Agreement.

ARTICLE 35 DURATION

This Agreement shall become effective on April 21, 2019 and shall continue in full force and effect until midnight April 20, 2022. Unless either party shall notify the other in writing of a desire to terminate or modify this Agreement no later than ninety (90) calendar days of the date set forth above, this Agreement shall continue in effect in its entirety from year to year after April 20, 2013 and such failure of timely notice shall constitute an absolute and complete waiver of the right to negotiate for the year following such failure.

ARTICLE 36 CERTAIN CERTIFICATIONS

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

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

For the Employer:

For the Union:

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

AFSCME Representative

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

Gary Cotton, Team Member