

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

May 06, 2019

6:30 - Caucus

7:00 - Reg. Meet.

PRESENTATIONS: Proclamations for Nat'l Public Works; Bldg. Month; Nat'l Econ. Dev.

LANDS: Mr. Schottke

Resolution CR-06-19 Approve an Amendment to the Development Plan for Meadow Grove Estates North as approved by CR-11-06.

Resolution CR-07-19 Approve the Development Plan for the Residences at Brown's Farm/The Cottages at Brown's Farm. *POSTPONEMENT REQUESTED.*

Resolution CR-17-19 Set forth, as required by Section 709.031 of the Ohio Revised Code the Municipal Services that can be furnished to 0.905 acres located North of Big Run Road and East of Demorest Road in Jackson Township upon its Annexation to the City.

SERVICE: Mr. Berry

Resolution CR-18-19 Authorize the City's Consulting Engineer to Prepare Plans, Specifications and Cost Estimates for the Construction and Repair of Sidewalks on portions of Homecoming Drive and Dennis Lane.

FINANCE: Ms. Houk

Ordinance C-18-19 Appropriate \$140,000.00 from the General Fund for the Current Expense of a Sidewalk Program. First reading.

Ordinance C-19-19 Authorize an Agreement with the Central Ohio Transit Authority and Appropriate \$180,000.00 from the General Fund for On-Demand Micro-Transit Services. First reading.

Ordinance C-20-19 Authorize the City Administrator to enter into an Agreement with the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO. First reading.

Ordinance C-21-19 Amend Section 139.05 of the Codified Ordinances of the City of Grove City titled Bidding Purchases and Procedures. First reading.

ON FILE: Minutes of: 04/15 & 4/22 Council Meeting

Date: 03/11/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-06-19
1st Reading: 03/18/19
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

Postponed to 4-1
4-15
5-06

RESOLUTION NO. CR-06-19

A RESOLUTION TO APPROVE AMENDMENTS TO THE DEVELOPMENT PLAN FOR MEADOW GROVE ESTATES NORTH LOCATED AT THE NORTHWEST CORNER OF MALLOW LANE AND BUCKEYE PARKWAY AS APPROVED BY RES. CR-11-06

WHEREAS, on February 06, 2006, Council approved a Development Plan for Meadow Grove Estates North by Resolution No. CR-11-06; and

WHEREAS, on June 16, 2008, Council approved Resolution CR-32-08 to amend the Development Plan; and

WHEREAS, on March 05, 2019 the Planning Commission recommended approval of amendments to the Development Plan- condominiums, as submitted.

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

SECTION 1. This Council hereby accepts the amendments to the Development Plan, approved by Resolution CR-11-06 and amended by CR-32-08, for Meadow Grove Estates North, as submitted.

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 03/11/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan, Comm.
Sponsor: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-07-19
1st Reading: 03/18/19
Public Notice: Postponed to 4/15
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-07-19

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR THE RESIDENCES AT BROWN'S FARM/THE COTTAGES AT BROWN'S FARM LOCATED SOUTH OF ORDERS ROAD AND EAST & WEST OF HAUGHN ROAD

WHEREAS, on March 05, 2019, the Planning Commission recommended approval of the Development Plan for the Residences at Brown's Farm/The Cottages at Brown's Farm, with the following stipulations:

1. Additional evergreen and deciduous trees shall be provided along the west and south property lines of Subarea A (The Residences) and on the north property line of Subarea B (The Cottages) as approved by the Urban Forester to fully screen the site along these property lines;
2. The proposed black split rail fence along Orders Road shall be four feet (4') in height;
3. The site's entry from Fryer Park shall be landscaped with plantings similar to the other two entries in Subarea A;
4. The Clubhouse shall utilize the same architectural design and materials as used on the Apartment buildings in Subarea A and shall be designed as approved by the Development Dept.;
5. Mail kiosks shall be black and have a decorative design as was approved with other recent projects;
6. A future easement shall be granted for the installation of a bike path connector with Haughn Road;
7. Visual interest shall be added to the rear elevation of Buildings 3 and 4, which back up to Discovery Drive.

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 Residences at Brown's Farm/The Cottages at Brown's Farm located South of Orders Road and East & West of Haughn Road, 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.

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Passed:
Effective:

Attest:

Date: 04/30/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-17-19
1st Reading: 05/06/2019
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-17-19

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 0.905 ACRE LOCATED NORTH OF BIG RUN ROAD AND EAST OF DEMOREST ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 0.905+ acres located North of Big Run Road and East of Demorest Road, in Jackson Township to the City of Grove City and signed by Paul and Alina Romanov, was filed with the Board of County Commissioners of Franklin County, Ohio; and

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

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

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

SECTION 1. Upon its annexation to the City of Grove City, the 0.905+ acres located North of Big Run Road and East of Demorest Road, proposed for annexation by Paul and Alina Romanov, will receive the following municipal services from the City of Grove City:

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

ANNEXATION PLAT

PROPOSED ANNEXATION OF 0.905 AC. OF A 1.000 AC. TRACT IN VMS 1388 FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

LEGEND

EXISTING CITY OF GROVE CITY
CORPORATION LINE

PROPOSED CITY OF GROVE CITY
CORPORATION LINE



AREA PROPOSED
FOR ANNEXATION

ADDRESS OF SUBJECT PROPERTY:

0 BIG RUN SOUTH ROAD, GROVE CITY, OH 43123

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

TOTAL PERIMETER OF ANNEXATION IS 1011.30'± OF WHICH 432.86'± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 42.8% OF PERIMETER CONTIGUITY.

RECEIVED
ANX-08-19
APR 30 2019

Franklin County Planning Department
Franklin County, OH

**ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE**

FRANKLIN COUNTY ENGINEER

SA Date 4/14/19

RECEIVED

APR 14 2019

Franklin County Engineer
Cornell K. Kewetsch, P.E., P.S.

Existing City of Grove City corp. line
Ordinance no.C-77-01 recorded in
Instr.200112120289156

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

MATTHEW L. CAMPBELL
CAMPBELL & ASSOCIATES, INC.

REG. NO. 8546

4-12-14
DATE

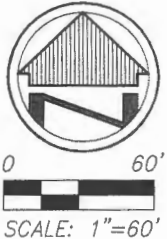
Property Address:
0 Big Run South Road
Grove City, OH 43123

Franklin County Parcel
160-001043-00

Job: CO155171



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



Westerly Adjoiner's Info:

Lot 15 - Brenden K Robinson
Lindsey M Robinson
Instr. 201712080172913

Lot 16 - Timothy J Ortman
Margo F Ortman
Instr. 201208030112410

Lot 17 - Mandy A Carter
Instr.200607060131414

Lot 18 - Roy F Malone
Diana L Malone
Instr.201206180086555



AREA TO BE DEDICATED TO FRANKLIN
COUNTY COMMISSIONERS

Vicinity Map:

—Demorast Ed —

Date: 04/30/19
Introduced By: Mr. Berry
Committee: Service
Originated By: Ms. Fitz.
Approved: Mr. Schott.
Emergency: 30 Days:
Current Expense:

No.: CR-18-19
1st Reading: 05/06/19
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-18-19

A RESOLUTION TO AUTHORIZE THE CITY'S CONSULTING ENGINEER TO PREPARE PLANS, SPECIFICATIONS AND COST ESTIMATES FOR THE CONSTRUCTION AND REPAIR OF SIDEWALKS ON PORTIONS OF HOMECOMER DRIVE AND DENNIS LANE

WHEREAS, it is necessary for general welfare of the City of Grove City to provide proper sidewalks in the City; and

WHEREAS, the City conducted a survey of areas missing sidewalks and/or having sidewalks in need of repair and through this survey identified the streets listed in the title of this Resolution; and

WHEREAS, while the sidewalks are generally the responsibility of the homeowner, the City is implementing a grant program that will assist homeowners by paying up to fifty percent (50%) of costs for the installation and/or improvement; and

WHEREAS, the remaining portion of the costs not covered by the grant program can be financed, interest free, over a twenty (20) year term; and

WHEREAS, in order to begin the process, the Ohio Revised Code requires that Council authorize the preparation of plans, specifications and cost estimates for the construction and repair of sidewalks in the affected area.

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

SECTION 1. The City's Consulting Engineer is hereby authorized to prepare plans, specifications and cost estimates for the construction and repair of sidewalks on portions of Homecomer Drive and Dennis Lane, as identified in Exhibit "A" attached hereto.

SECTION 2. The resolution shall take effect at the earliest opportunity afforded by law.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this resolution is correct as to form.

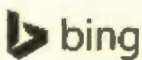
Stephen J. Smith, Director of Law

CR-18-19
Exhibit "A"

Area Name	Parcels	Estimated Cost
Homecomer Drive (South)	55	\$280,000.00
Evaluation & Bid Procurement		\$20,000.00
Construction Phase Services		\$30,000.00
Project Contingency		\$10,000.00
Project Total		\$340,000.00



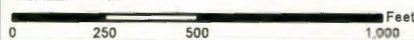
Path: J:\2017\1404\GIS\2019 Sidewalk Program - 20190410.mxd



CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

Proposed 2019 Sidewalk Program

SCALE: 1" = 500'



Source: Basemap - Bing Maps



Date: 04/30/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Stage
Sponsor: Mr. Schottke
Emergency: 30 Days:
Current Expense:

No.: C-18-19
1st Reading: 05/06/19
Public Notice: 05/07/19
2nd Reading: 05/20/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-18-19

AN ORDINANCE TO APPROPRIATE \$140,000.00 FROM THE GENERAL FUND FOR CURRENT EXPENSE OF A SIDEWALK PROGRAM

WHEREAS, the need for sidewalk repairs in Grove City has been identified; and

WHEREAS, Grove City has successfully completed six (6) annual sidewalk programs replacing over 170,000 square feet of sidewalk resulting in a more vibrant and walkable community; and

WHEREAS, the 2019 Budget includes \$200,000.00 to fund the 7th year of Grove City's 50% matching Sidewalk Program; and

WHEREAS, estimates of the Sidewalk Program have been prepared and additional funding of \$140,000.00 is necessary to continue the safe pedestrian corridor to connect public schools and parks.

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

SECTION 1. There is hereby appropriated \$140,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603176 for the 2019 Sidewalk Program.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 04/30/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Rauch
Approved: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-19-19
1st Reading: 05/06/19
Public Notice: 05/07/19
2nd Reading: 05/20/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-19-19

AN ORDINANCE TO AUTHORIZE AN AGREEMENT WITH THE CENTRAL OHIO TRANSIT AUTHORITY AND APPROPRIATE \$180,000.00 FROM THE GENERAL FUND FOR ON-DEMAND MICRO-TRANSIT SERVICES

WHEREAS, the Central Ohio Transit Authority ("COTA") is implementing a pilot project to provide on-demand micro-transit service ("Project") in and within the City commencing in the Summer 2019; and

WHEREAS, this Project will provide "last-mile" connection for workers and businesses located in the City; and

WHEREAS, the City is partnering with COTA on this Project.

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

SECTION 1. Council hereby authorizes the Agreement with the Central Ohio Transit Authority as set forth in Exhibit "A."

SECTION 2. There is hereby appropriated \$180,000.00 from the unappropriated monies of the General Fund to amount number 100120.551300 for the Current Expense of providing on-demand micro-transit service.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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-19-19
Exhibit A

CONTRIBUTION & COOPERATION AGREEMENT

PREAMBLE

The CENTRAL OHIO TRANSIT AUTHORITY, an Ohio regional transit authority with principal offices located at 33 North High Street, Columbus, Ohio 43215 (defined as "**COTA**"), and the CITY OF GROVE CITY, an Ohio municipal corporation with principal offices located at 4035 Broadway, Grove City, Ohio 43123 (defined as "**GROVE CITY**"; COTA & Grove City defined, collectively, as "**PARTIES**"), agree to enter into this Contribution and Cooperation Agreement (defined as "**AGREEMENT**") effective the date last executed by either party.

RECITALS

A. COTA is implementing a one (1) year pilot project to provide on-demand micro-transit service in and within the vicinity of Grove City commencing in the Summer 2019 (defined, collectively, as "**PUBLIC PROJECT**");

B. The Parties entered into a Memorandum of Understanding dated March 15, 2019 (defined as "**MOU**"), outlining the Parties' financial responsibilities to cooperatively fund the Public Project's operation, and this Agreement is the subsequent, formal funding arrangement and project cooperation between the Parties pursuant to Section G of the MOU;

C. The Parties recognize the Public Project's public benefits for both the Parties and the citizens and businesses in the vicinity of Grove City, and the Parties agree it is in their best interests to jointly fund the Public Project and appropriately cooperate to ensure its success;

D. The Parties intend for this Agreement to be the only written agreement between the Parties relating to the Parties' funding of the Public Project, and all prior oral or written agreements, including but not limited to the MOU, between the Parties relating to the Parties' funding of the Public Project are deemed null, void, and terminated; &

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and obligations contained in this Agreement, desire, intend, and agree to set forth their mutual rights and obligations regarding the Parties' funding of the Public Project pursuant to the following terms and conditions.

TERMS & CONDITIONS

1. **PREAMBLE & RECITALS.** Parties agree to the accuracy of all information described in the "Preamble" and "Recitals" articles of this Agreement, which are made part of this Agreement and fully incorporated for reference as if rewritten.

2. **TERM.** This Agreement is effective on the date of execution of the party last executing this Agreement and will terminate one (1) year after the commencement of the Public Project.

3. CONSIDERATION.

3.1. PUBLIC PROJECT. In consideration of Grove City's promises set forth in this Agreement, COTA agrees to implement, operate, and manage the Public Project. COTA agrees to operate the Public Project in Zone 1 described in the two (2) page exhibit, **EXHIBIT-A**, which is fully incorporated into this Agreement for reference as if rewritten. The Parties are permitted to work in good faith to increase the Public Project's operations above-and-beyond the parameters and scope of Zone 1 into any other locations otherwise agreed between the Parties (*e.g.*, Zone 2, *etc.*). COTA agrees to comply with all federal, state, and local laws, regulations, and rules regarding its implementation, management, and operation of the Public Project.

3.2. CONTRIBUTION. Parties acknowledge the Public Project's estimated annual operating costs is approximately **Three Hundred-sixty Thousand and 00/100 U.S. Dollars (\$360,000.00)** and may be subject to change. In consideration of COTA annually operating the Public Project, Grove City agrees to financially contribute to COTA fifty percent (50%) of the Public Project's annual net operating costs accounting for COTA's fare recovery to operate the Public Project. Therefore, Grove City will financially contribute to COTA net operating costs in an amount not to exceed **One Hundred-eighty Thousand and 00/100 U.S. Dollars (\$180,000.00)** – (defined as "**CONTRIBUTION**"). In the event the Parties agree to increase the Public Project's service or scope increasing operating costs, then Grove City agrees to financially contribute to COTA fifty percent (50%) of any additional operations costs, which will amend and increase the Contribution. Grove City agrees to deposit the Contribution, in monthly increments, and any approved additional payment(s) with COTA within **ten (10) calendar days**.

4. COOPERATION.

4.1. PUBLIC USE. The Parties agree to dedicate the Public Project and all its associated improvements for public use. The Parties agree if, where, and when appropriate or necessary to cooperate in good faith to ensure successful operations of the Public Project. The Parties agree to meet periodically to review the Public Project's efficiency to ensure (i) optimal operations, and (ii) meeting the needs of the community serviced by the Public Project. The Parties agree to work individually and cooperatively to secure funding for the Public Project to ensure its short and long-term success.

4.2. REAL ESTATE. Grove City permits COTA for the duration of the Public Project to access, implement, operate, and manage the Public Project on all public right-of-ways and real estate owned by Grove City that is open to the public. The Parties will work in good faith to allow COTA to access, implement, operate, and manage the Public Project on any real estate owned by Grove City that is not open to the Public.

4.3. MARKETING & PROMOTION. Grove City will promote the Public Project to the residences and businesses of Grove City in order to increase the Public Project's success. Grove City will actively support the Public Project by attending meetings as requested by COTA, marketing the Public Project in the course of Grove City's routine business, and accounting for the Public Project with respect to any new projects or developments in Grove City.

5. CLAIMS NOTIFICATION. Parties agree to give prompt and timely notice to one another of any claims for injuries, property damages, or otherwise made or suit instituted, which may directly, indirectly, contingently, or that otherwise affects or might affect the Parties' rights and liabilities with respect to the Public Project or this Agreement.

6. **SUCCESSORS & ASSIGNS; ASSIGNMENT.** This Agreement and the matters contained in this Agreement inure to the benefit and are binding upon the Parties and their respective successors and assigns. However, Grove City and COTA prohibited to assign this Agreement, in whole or in part, without prior written consent of the other party, and any permitted assignment will not release the assigning-party from its duties and obligations under this Agreement.

7. **NOTICE.** Wherever required or permitted in this Agreement for notice or demand to be given or served by either party to the other, the notice or demand must be given or served and not deemed duly given or served unless in writing, and forwarded by personal delivery, certified mail, e-mail, or registered mail, return receipt requested, to the Parties addressed below, which either party permitted to change their addresses and contact information from time-to-time by service of notices as provided in this section:

CITY OF GROVE CITY

4035 BROADWAY, GROVE CITY, OH 43123

ATTN: DAN HAVENER, ECONOMIC DEVELOPMENT MANAGER

[DHAVENER@GROVECITYOHIO.GOV; (614) 277-3014]

CENTRAL OHIO TRANSIT AUTHORITY

33 N. HIGH ST., COLUMBUS, OH 43215

ATTN: ELLIOTT DOZA, PROJECT MANAGER, SERVICE PLANNING, DEVELOPMENT

[dozaec@cota.com; (614) 308-4402]

8. **APPLICABLE LAW; REMEDIES.** Parties agree (i) to construe and enforce this Agreement according to the laws of the state of Ohio, and (ii) all claims, counterclaims, disputes, breaches, and other matters in question between the Parties arising or relating to this Agreement will preside in a court of competent jurisdiction within Franklin County, Ohio.

9. **FORCE MAJEURE.** If either party is delayed, hindered, or prevented from the performance of any act required under this Agreement due to strikes, lockouts, labor troubles, inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, or other reasons similar or dissimilar in nature that are not the fault of the party delayed in performing work or acts required under the terms of this Agreement, then that party's performance of the act will be excused for the period of delay and the period for the performance of the work or acts will be extended for a period equivalent to the period of excusable delay.

10. **REMEDIES CUMULATIVE.** Parties agree all rights and remedies enumerated in this Agreement are cumulative, and, except as specifically contemplated otherwise in this Agreement, nothing in this Agreement excludes either party of any other rights or remedies at law or in equity, and either party's rights or remedies may be exercised and enforced concurrently.

11. **CAPTIONS & HEADINGS; LANGUAGE.** Parties agree the captions and headings contained in this Agreement are (i) included only for convenience, and (ii) not in any way construed as defining, limiting, explaining, or modifying the scope, intent, interpretation, construction, or meaning of this Agreement. Furthermore, Parties agree to construe the singular number and neuter gender of each personal pronoun to mean the number and gender required in the context, circumstances, or its antecedent when used under this Agreement. Additionally, Parties agree, as used in this Agreement, the words "shall," "must," or "will" constitutes commanding or required language, and the words "may" or "can" constitutes permissive or discretionary language.

12. **NON-WAIVER.** The Parties agree that a party's refusal to exercise any rights described in this Agreement does not waive any rights the party possess to enforce the other party's obligations through any rights and remedies a party possesses at law or in equity for the enforcement of the other party's obligations. Accordingly, no waiver of any kind is valid against either party unless (i) reduced to writing, (ii) approved and executed by the party's authorized representatives, and (iii) where necessary approved by the Parties' governing bodies.

13. **SEVERABILITY.** Parties agree the remaining provisions of this Agreement will be unaffected, valid, and enforceable to the full extent permitted by law in the event for any reason any provision of this Agreement is held invalid or unenforceable under law. Parties agree that if any provision of this Agreement or the application of any provision to any person or to any circumstance determined to be invalid or unenforceable under law, then the determination will not affect any other provision of this Agreement or the application of the provision to any other person or circumstance, which all other provisions of this Agreement will remain in full force and effect. Furthermore, Parties intend that if any provision of the Agreement is susceptible of two or more constructions, one construction rendering the provision enforceable and the other or others construction(s) rendering the provision unenforceable, then Parties agree to utilize the construction rendering the provision enforceable.

14. **SURVIVORSHIP.** Parties agree (i) to bind all provisions in this Agreement to all services executed pursuant to this Agreement regardless of the expiration or termination of this Agreement, and (ii) all the provisions contained in this Agreement to survive the completion or performance of this Agreement to the extent required.

15. **ENTIRE AGREEMENT; MEETING OF THE MINDS.** Parties intend for this Agreement to be the only written agreement between the Parties relating to Grove City's contributions for COTA to operate the Public Project, and all prior or contemporaneous oral or written agreement(s), including but not limited to the MOU, between the Parties relating to Grove City's contributions for operating the Public Project are deemed null, void, and terminated. Parties agree and intend this Agreement contains the entire agreement between the Parties regarding Grove City's contributions to operate the Public Project, and any subsequent agreement(s) made between the Parties agree to not change, modify, or discharge any provision of this Agreement, unless the agreement(s) are (i) subsequent to this Agreement, (ii) in writing, and (iii) approved and executed by the Parties' authorized representatives. Accordingly, Parties agree and expressly represent this Agreement is the true written manifestation of the Parties' mutual accord and intent to represent the Parties' voluntary consent to fund the Public Project's operation.

16. **TIME OF ESSENCE & GOOD FAITH.** Parties agree (i) that **time is of the essence** in this Agreement and strictly construe all provisions described and related to this Agreement, and (ii) to execute and apply **good faith and cooperation** to all provisions described and related to this Agreement.

17. **EXECUTION & AUTHORITY.** Parties agree this Agreement may be executed in one or more counterparts, which each are deemed to be a duplicate original and each part, taken together, are required to constitute a single contract instrument. The signatories to this Agreement represent and warrant possessing legal authority to bind themselves and their respective organizations to all provisions of this Agreement. Furthermore, only original manual signatures or facsimile signatures, which includes both faxes and PDF documents sent by email, shall be valid for purposes of this Agreement and any amendments, waivers, or any notices to be delivered in connection with this Agreement.

18. **ATTACHMENTS.** Parties agree to attach the following items to this Agreement incorporating them to be part of this Agreement as if rewritten:

- 1) **EXHIBIT-A.** Public Project mapping & information.

GROVE CITY'S EXECUTION

The **CITY OF GROVE CITY**, an Ohio municipal corporation, by its duly authorized representative, _____, who personally represents and warrants possessing legal capacity and authority to acknowledge this Agreement on behalf of Grove City pursuant to **GROVE CITY RESOLUTION NUMBER** _____, does voluntarily acknowledge this Agreement on behalf of Grove City on the effective date below.

CITY OF GROVE CITY,
OHIO MUNICIPAL CORPORATION

BY: _____
CHARLES W. BOSO, JR., CITY ADMINISTRATOR
EFFECTIVE DATE: _____

COTA'S EXECUTION

The **CENTRAL OHIO TRANSIT AUTHORITY**, an Ohio regional transit authority, by its duly authorized representative, **JOANNA M. PINKERTON, PRESIDENT/CHIEF EXECUTIVE OFFICER**, pursuant to **BOARD OF TRUSTEES' RESOLUTION NUMBER 2019-**_____, does voluntarily acknowledge this Agreement on behalf of COTA on the effective date below.

CENTRAL OHIO TRANSIT AUTHORITY,
OHIO REGIONAL TRANSIT AUTHORITY

BY: _____
JOANNA M. PINKERTON, PRESIDENT/C.E.O.
EFFECTIVE DATE: _____

THIS AGREEMENT APPROVED BY:

COTA, LEGAL AFFAIRS

BY: **SAM ABDULLAH, SENIOR ASSOCIATE COUNSEL**

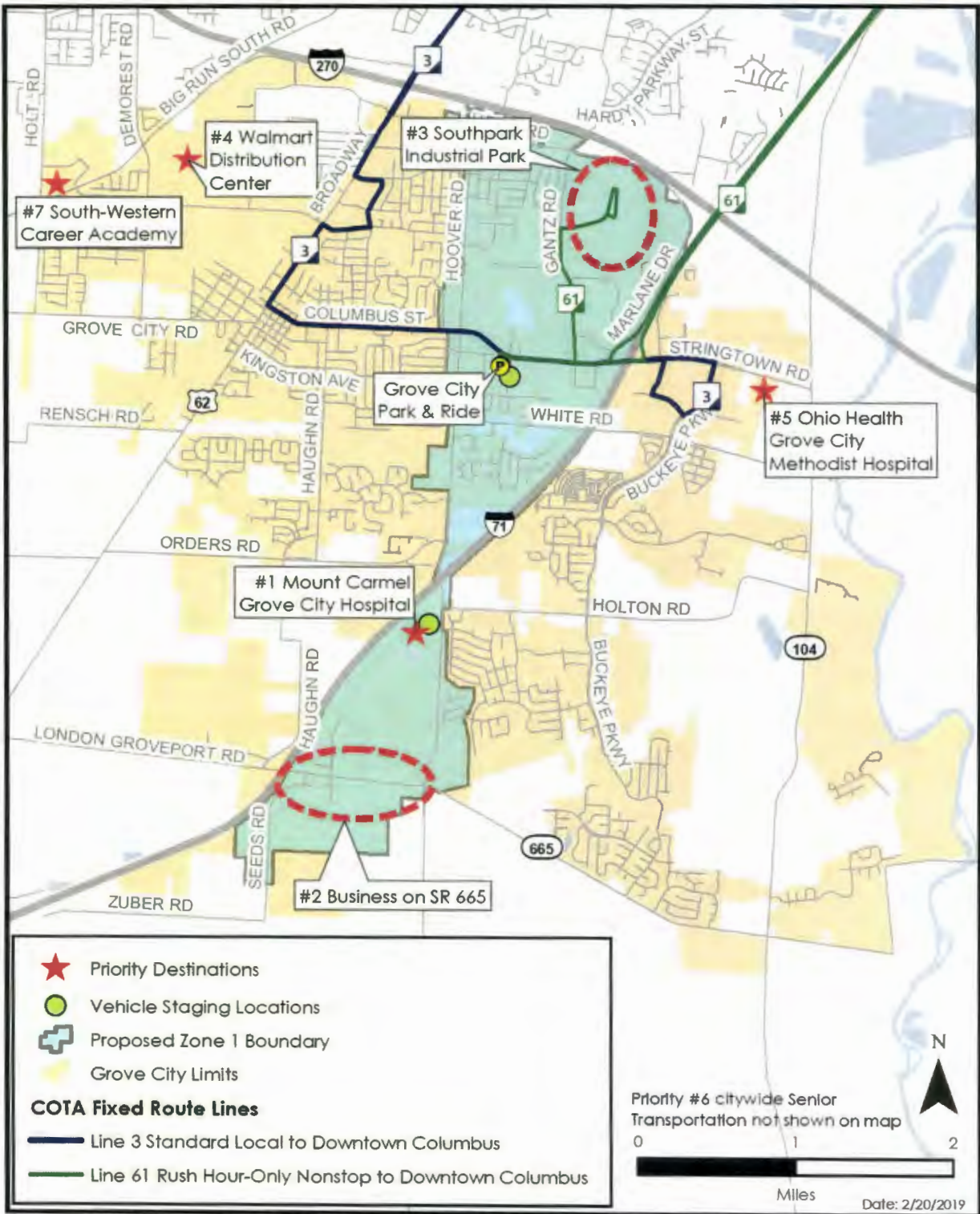
DATE: **MARCH 29, 2019**

FOR: **DEVELOPMENT (ELLIOTT DOZA)**

RE: **CONTRIBUTION AGREEMENT – GROVE CITY MICRO-TRANSIT PROJECT**

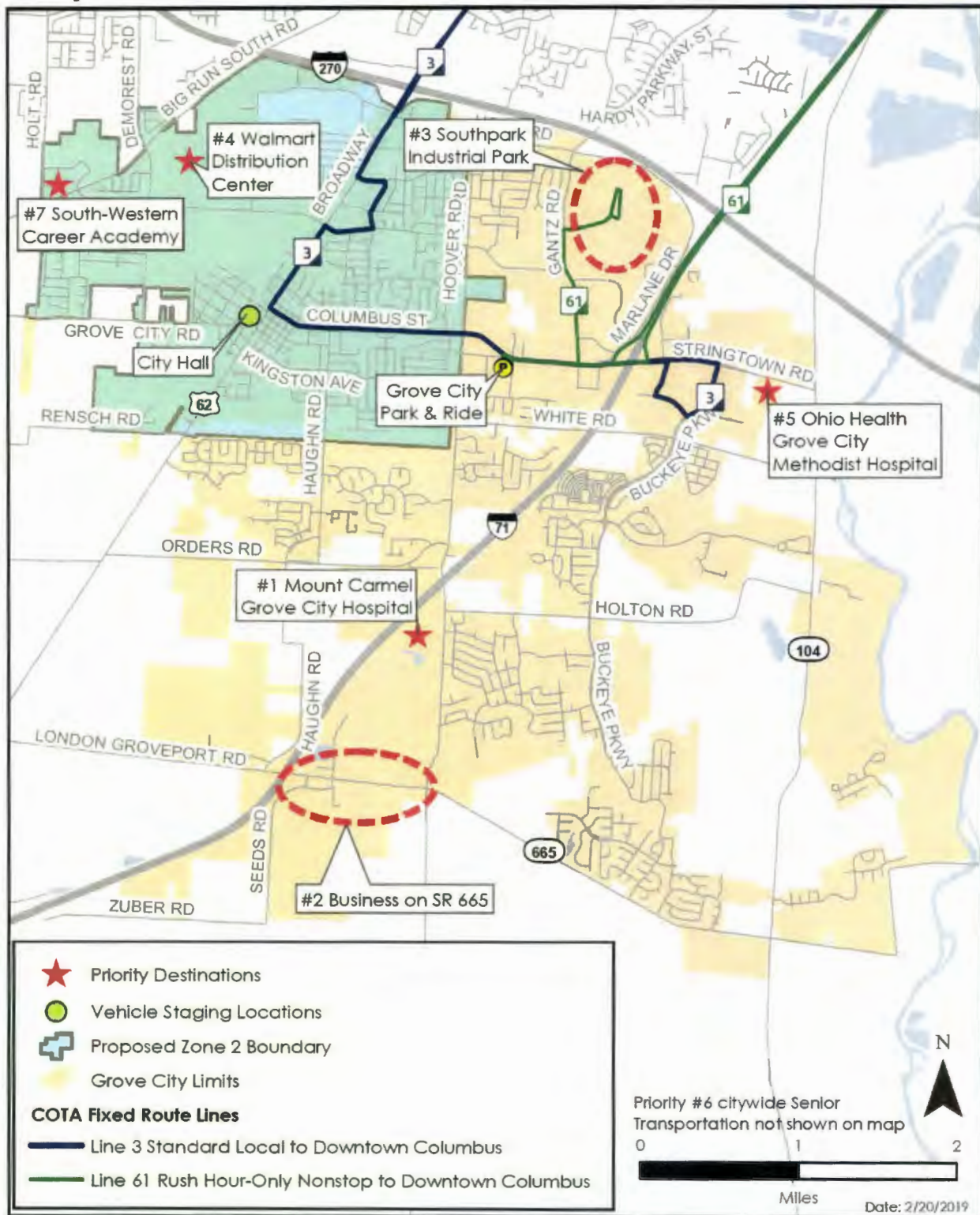
[REMAINDER OF PAGE INTENTIONALLY BLANK; "EXHIBIT-A" BEGINS ON NEXT PAGE]

Proposed Zone 1



Document Path: W:\Capital Projects and Planning\Final_Mile_Last_Mile_Zone_Analysis\Paper Maps\Grove City Overview\Zone 1.mxd

Proposed Zone 2



Document Path: W:\Capital Projects and Planning\First Mile\Last Mile\Zone Analysis\Paper Map\GroveCityCreativeZone2.mxd

Date: 04/30/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor : Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-20-19
1st Reading: 05/06/19
Public Notice: 05/07/19
2nd Reading: 05/20/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-20-19

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

WHEREAS, 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, 2019; and

WHEREAS, the AFSCME Union ratified the proposed agreement on April 23, 2019.

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 City Administrator is hereby authorized to enter into an agreement with the American Federation of State, County and Municipal Employees Local 1116, Ohio Council 8, AFL-CIO. The agreement shall be effective from April 21, 2019 to midnight April 20, 2022.

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

Steven R. Robinette, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-20-19

AFSCME/Grove City: Tentative Agreements – April 17, 2019

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 Department, casual and seasonal employees, technical employees, management level employees, confidential employees, and supervisors as defined in Chapter 4117 of the Ohio Revised Code. ~~The City employees represented by the Union are referred to collectively herein as “Members”.~~ 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 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. Subject to the requirements of state and federal law, all Members who do not become members in good standing of the Union shall, as a condition of employment, pay a fair share fee to the Union effective on the 61st day after the Member's date of hire. The bi-weekly fair share fee amount shall be included in the amounts submitted in Section 2 above. The deduction of the fair share fee from the earnings of the Member shall be automatic and does not require a written authorization for payroll deduction.~~

Section 4.5. 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 union 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 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 forth 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 nonemployee 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 day time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to, in writing, however, a Grievance Representative may accompany the grievant to the meeting with the supervisor should the grievant request the attendance of the Grievance Representative. If the member is not satisfied with the oral response from the immediate supervisor at this Step, the grievant may pursue the formal Steps which follow. Before a grievance is placed in writing pursuant to Step 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) calendar 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 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 the grievant's representative prior to rendering any decision. The City Administrator shall have 14 days from the date the grievant is filed with the 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 ~~in accordance with the then applicable rules by alternatively striking panelists, the first to strike being chosen by the 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 the 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 13-LATERAL TRANSFERS AND PROMOTION

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, the Member 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, however, if in the discretion of the City, no current Members are qualified, 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 Member's 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 Member's former position. This section does not impair or affect the ability of the City to return a selected Member to the Member's 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,” ~~and~~ “electric technician,” and “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 15-WORKDAY/WORKWEEK

Section 1. For all Members in the bargaining unit employed on or before April 21, 201409, a standard workweek shall consist of five consecutive 8-hour days or four consecutive 10-hour days, Monday through Friday. For all Members hired after April 21, 201409, the Monday through Friday restriction shall not apply. Nothing shall prevent a member hired prior

to April 21, 20~~14~~⁰⁹ 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.

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 any one (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 of 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 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 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 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 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 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.

~~A. General. It is the policy of the City to grant up to twelve (12) weeks of family and medical leave during any "rolling" twelve (12) month period to Members, in accordance with the Family and Medical Leave Act of 1993 (FMLA). A rolling twelve (12) month period means the twelve (12) month period measured backwards from the date a Member uses the leave. The leave will be unpaid, however, benefits will continue during the leave.~~

~~The Member is required to use paid leave benefits, including vacation leave, sick leave and compensatory time during FMLA leave taken for any reason. The use of such paid leave benefits will run concurrently with the use of FMLA and shall not operate to extend FMLA benefits beyond what is provided by law. A Member on disability benefits while on FMLA leave taken for any reason shall take such benefits which run concurrently with the use of FMLA leave and shall not operate to extend FMLA benefits beyond what is provided by law.~~

~~All leaves of any kind that are granted, whether paid or unpaid, for purposes which are covered under the FMLA, shall be charged as FMLA leave and shall be subject to the twelve (12) week per year limitation for the length of the FMLA leave. Further, the City may designate the type of leave to be substituted if more than one type of leave applies to a leave situation.~~

~~B. Qualification Requirements. In order to qualify to take FMLA leave under this policy, the Member must meet all of the following conditions:~~

~~(1) The Member must have worked for the City at least twelve months or fifty-two (52) weeks. The twelve (12) months, or fifty-two (52) weeks, need not have been consecutive. For eligibility purposes a Member will be considered to have been employed~~

for an entire week even if the Member was on the payroll for only part of a week or if the Member is on leave during the week.

(2) ~~The Member 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 Member must work in an office or work site where fifty (50) or more Members 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 Member must be taking the leave for one of the reasons listed below:~~

~~(1) The birth of a child and in order to care for that child. This leave must be taken during the twelve (12) month period immediately following the birth of the child.~~

~~(2) The placement with the Member 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 a spouse, child, or parent with a serious health condition and the Member is designated as the caregiver.~~

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

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

~~(6) In order to care for a service member who is the Member'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").~~

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 occasion resulting in continuing treatment under the supervision of a health care provider;~~

(3) ~~Any period of incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than continuing periods of incapacity, i.e., asthma, diabetes, epilepsy, 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 Member 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. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absence. Generally, a chronic or long-term health condition which if left untreated would result in a period of incapacity of more than three (3) consecutive days, would be considered a serious health condition.~~

~~The City may require a Member to provide a medical certification of a serious health condition. If a Member takes paid leave for a condition that progresses into a serious health condition and the Member 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.~~

~~E. — Leave Time Frame. An eligible Member can take up to twelve (12) weeks of leave under this policy during any twelve-month period. The City will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date the Member uses any leave under this policy. Each time a Member takes leave, the City will compute the amount of leave the Member has taken under this policy and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the Member is entitled to take at that time. Leave shall be computed and subtracted from a Member's available leave as indicated above on a day-for-day basis. Intermittent leave or leave on a reduced schedule may be taken in any size increments, however, such leave shall be computed by the City and subtracted from the Member'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 a husband and wife 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, the husband and wife may only take a total of twelve (12) weeks of leave.~~

~~F. — Service Member Care Leave Extension. For service member care leave only, the Member is eligible for an extended leave of up to fourteen (14) additional workweeks beyond the initial twelve (12) workweeks during a twelve (12) month period, but in no circumstance is any Member 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 a Member is on leave, the City will continue the Member's health benefits during the leave period at the same level and under the same condition as if the Member had continued to work.~~

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

~~If a Member pays a portion of the health care premium for family benefits, then while on leave, the Member 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 Member's health care coverage may be dropped for the duration of the leave.~~

~~A Member who takes leave under this policy will 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.~~

~~All leaves of any kind that are granted, whether paid or unpaid, for purposes which are covered under the FMLA, shall be charged as FMLA leave and shall be subject to the rolling twelve (12) week per year limitation for the length of the FMLA leave.~~

~~H. — Application for Leave. The Member 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) in City Code.~~

~~The City may temporarily transfer a Member to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. Members may take FMLA leave intermittently or on a reduced leave schedule only when medically necessary to treat the Member's serious health condition, or the serious health condition of the Member's spouse, child, or parent. If leave is requested on this basis, however, the City may require the Member to transfer temporarily to an alternative position, which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.~~

~~For the birth, adoption or foster care of a child, the City and the Member must mutually agree to the schedule before the Member 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.~~

~~If the Member is taking leave for a serious health condition, or because of the serious health condition of a family member, the Member should try to reach agreement with the City~~

~~before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the Member must provide that the use of the leave is medically necessary.~~

~~I. Required Documentation. The City will require certification of a serious health condition. The Member 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 continuation of leave.~~

~~Certification of a serious health condition shall include: the date when the condition began, its expected duration, diagnosis, and a brief statement of treatment. For medical leave for the Member's medical condition, the certification must also include a statement that the Member is unable to perform the essential functions of the Member's position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and that the Member's presence would be beneficial or desirable and an estimate of the amount of time the Member is needed to provide care.~~

~~If the Member plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.~~

~~The City has the right to contact the physician who completed the medical certification directly if: (1) the City needs clarification of the medical certification; or (2) The City needs to authenticate the medical certification.~~

~~The City has the right to ask a second opinion if it has reason to doubt the certification. The City will pay for the Member 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. Except when the leave is not foreseeable, all Members requesting leave under this policy must submit the request in writing to their immediate supervisor, with a copy to the Personnel Department.~~

~~J. — Notice and Application. When a Member plans to take leave under this policy, the Member must give the City thirty (30) days notice. If it is not possible to give thirty days' notice, the Member must give as much notice as is practicable — normally no later than twenty-four (24) hours after the need for leave is known. A Member undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the City's operations. If a Member fails to provide thirty (30) days 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.~~

~~While on leave, Members are requested to report periodically to the City regarding the status of their medical condition, and their intent to return to work.~~

~~Members shall provide at least verbal notice sufficient to make the City aware that the Member needs FMLA-qualifying leave, the anticipated timing and duration of the leave. The City may inquire further of the Member if it is necessary to have more information about whether FMLA leave is to be taken. Except when the leave is not foreseeable, all Members requesting leave under this policy must submit the request in writing to their immediate supervisor, with a copy to the Personnel Department.~~

~~If a Member takes leave based on the serious health condition of the Member or to care for a family member, the Member must make a reasonable effort to schedule treatment as to not unduly disrupt the City's operations.~~

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 a 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 eighty 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 ninety percent (90%) of the monthly premiums for medical coverage, vision coverage and dental coverage. All participating Members shall pay ten percent (10%) of the monthly premiums for such coverage. 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.~~—The City shall pay eight-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. Effective April 22, 2019, any Member hired after April 22, 2019, shall pay twenty percent (20%) of the cost of all insurance set forth in this Section.

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 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 \$2,000;
- (2) Employees eligible for family coverage but taking single coverage \$1,000;
- (3) Employees eligible for single coverage but taking no coverage \$1,000.

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 make adjustments to benefits to ensure that all employees in a Department or Division are treated in a similar fashion.

ARTICLE 21-WAGES

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

<u>Job Classification</u>	<u>Step</u>	<u>EFFECTIVE</u> <u>4/21/2016</u> <u>2.75%</u>	<u>EFFECTIVE</u> <u>4/21/2017</u> <u>2.5%</u>	<u>EFFECTIVE</u> <u>4/21/2018</u> <u>2.0%</u>
<u>ACCOUNT CLERK</u>	<u>Step 1</u>	<u>\$15.29</u>	<u>\$15.67</u>	<u>\$15.98</u>
	<u>Step 2</u>	<u>\$16.88</u>	<u>\$17.30</u>	<u>\$17.65</u>
	<u>Step 3</u>	<u>\$18.51</u>	<u>\$18.97</u>	<u>\$19.35</u>
	<u>Step 4</u>	<u>\$20.12</u>	<u>\$20.62</u>	<u>\$21.03</u>
	<u>Step 5</u>	<u>\$21.74</u>	<u>\$22.29</u>	<u>\$22.73</u>
	<u>Step 6</u>	<u>\$23.30</u>	<u>\$23.89</u>	<u>\$24.36</u>
	<u>Step 7</u>	<u>\$24.96</u>	<u>\$25.58</u>	<u>\$26.09</u>
<u>ACCOUNT SPECIALIST</u>	<u>Step 1</u>	<u>\$16.56</u>	<u>\$16.98</u>	<u>\$17.32</u>
	<u>Step 2</u>	<u>\$18.53</u>	<u>\$18.99</u>	<u>\$19.37</u>
	<u>Step 3</u>	<u>\$20.55</u>	<u>\$21.06</u>	<u>\$21.49</u>
	<u>Step 4</u>	<u>\$22.46</u>	<u>\$23.02</u>	<u>\$23.48</u>
	<u>Step 5</u>	<u>\$24.49</u>	<u>\$25.10</u>	<u>\$25.60</u>
	<u>Step 6</u>	<u>\$26.44</u>	<u>\$27.10</u>	<u>\$27.64</u>
	<u>Step 7</u>	<u>\$28.46</u>	<u>\$29.17</u>	<u>\$29.76</u>
<u>SERVICE TECHNICIAN</u>	<u>Step 1</u>	<u>\$18.32</u>	<u>\$18.78</u>	<u>\$19.15</u>
	<u>Step 2</u>	<u>\$20.05</u>	<u>\$20.55</u>	<u>\$20.96</u>
	<u>Step 3</u>	<u>\$21.78</u>	<u>\$22.33</u>	<u>\$22.77</u>
	<u>Step 4</u>	<u>\$23.53</u>	<u>\$24.12</u>	<u>\$24.60</u>
	<u>Step 5</u>	<u>\$25.24</u>	<u>\$25.87</u>	<u>\$26.38</u>
	<u>Step 6</u>	<u>\$26.99</u>	<u>\$27.67</u>	<u>\$28.22</u>
	<u>Step 7</u>	<u>\$28.73</u>	<u>\$29.45</u>	<u>\$30.04</u>

<u>Job Classification</u>	<u>Step</u>	<u>EFFECTIVE</u> <u>4/21/2018</u>	<u>EFFECTIVE</u> <u>4/21/2019</u> <u>2.50%</u>	<u>EFFECTIVE</u> <u>4/21/2020</u> <u>2.00%</u>	<u>EFFECTIVE</u> <u>4/21/2021</u> <u>2.00%</u>
<u>ACCOUNT</u> <u>CLERK</u>	<u>Step 1</u>	<u>\$15.98</u>	<u>\$16.38</u>	<u>\$16.71</u>	<u>\$17.04</u>
-	<u>Step 2</u>	<u>\$17.65</u>	<u>\$18.09</u>	<u>\$18.45</u>	<u>\$18.82</u>
-	<u>Step 3</u>	<u>\$19.35</u>	<u>\$19.83</u>	<u>\$20.23</u>	<u>\$20.64</u>
-	<u>Step 4</u>	<u>\$21.03</u>	<u>\$21.56</u>	<u>\$21.99</u>	<u>\$22.43</u>
-	<u>Step 5</u>	<u>\$22.73</u>	<u>\$23.30</u>	<u>\$23.76</u>	<u>\$24.24</u>
-	<u>Step 6</u>	<u>\$24.36</u>	<u>\$24.97</u>	<u>\$25.47</u>	<u>\$25.98</u>
-	<u>Step 7</u>	<u>\$26.09</u>	<u>\$26.74</u>	<u>\$27.28</u>	<u>\$27.82</u>
<u>ACCOUNT</u> <u>SPECIALIST</u>	<u>Step 1</u>	<u>\$17.32</u>	<u>\$17.75</u>	<u>\$18.11</u>	<u>\$18.47</u>
-	<u>Step 2</u>	<u>\$19.37</u>	<u>\$19.85</u>	<u>\$20.25</u>	<u>\$20.66</u>
-	<u>Step 3</u>	<u>\$21.49</u>	<u>\$22.03</u>	<u>\$22.47</u>	<u>\$22.92</u>
-	<u>Step 4</u>	<u>\$23.48</u>	<u>\$24.07</u>	<u>\$24.55</u>	<u>\$25.04</u>
-	<u>Step 5</u>	<u>\$25.60</u>	<u>\$26.24</u>	<u>\$26.76</u>	<u>\$27.30</u>
-	<u>Step 6</u>	<u>\$27.64</u>	<u>\$28.33</u>	<u>\$28.90</u>	<u>\$29.48</u>
-	<u>Step 7</u>	<u>\$29.76</u>	<u>\$30.50</u>	<u>\$31.11</u>	<u>\$31.74</u>
<u>SERVICE</u> <u>TECH/URBAN</u> <u>FORESTRY</u>	<u>Step 1</u>	<u>\$19.15</u>	<u>\$19.63</u>	<u>\$20.02</u>	<u>\$20.42</u>
-	<u>Step 2</u>	<u>\$20.96</u>	<u>\$21.48</u>	<u>\$21.91</u>	<u>\$22.35</u>
-	<u>Step 3</u>	<u>\$22.77</u>	<u>\$23.34</u>	<u>\$23.81</u>	<u>\$24.28</u>
-	<u>Step 4</u>	<u>\$24.60</u>	<u>\$25.22</u>	<u>\$25.72</u>	<u>\$26.23</u>
-	<u>Step 5</u>	<u>\$26.38</u>	<u>\$27.04</u>	<u>\$27.58</u>	<u>\$28.13</u>
-	<u>Step 6</u>	<u>\$28.22</u>	<u>\$28.93</u>	<u>\$29.50</u>	<u>\$30.09</u>
-	<u>Step 7</u>	<u>\$30.04</u>	<u>\$30.79</u>	<u>\$31.41</u>	<u>\$32.03</u>

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 Employees 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.

~~The full amount of the statutorily required employee contribution to the Public Employee Retirement System ("PERS") shall be withheld from the gross pay of Members, shall be "picked-up" by the City, and shall be designated as public employee contributions and shall be in lieu of contributions to PERS by each such Member. No Member subject to this "pick-up" shall have the option of choosing to receive the statutorily required employee contribution to PERS instead of having it "picked-up" by the City or of being excluded from the "pick-up". The parties agree that the City will not incur any additional costs in the deferment of said federal and state income taxes. Should the rules and regulations of the Internal Revenue Service or PERS 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 the Member's 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 a Member's original base rate.

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

New Article

All Members who achieve a “Certified Permit Technician” or “Certified Mayors’ Court Clerk” level, shall receive an additional thirty-five cents (\$.35) per hour to their base rate of pay.

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Date: 04/30/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Robinette
Sponsor : Mr. Davis
Emergency: 30 Days: X
Current Expense:

No.: C-21-19
1st Reading: 05/06/19
Public Notice: 05/07/19
2nd Reading: 05/20/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-21-19

AN ORDINANCE TO AMEND SECTION 139.05 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED BIDDING PURCHASES AND PROCEDURES

WHEREAS, the City of Grove City desires to be transparent in the purchasing of its goods and services; and

WHEREAS, the City of Grove City has implemented measures to improve public transparency to include, but not limited to, live and recorded council meetings, and public access to the city's financial records; and

WHEREAS, the City believes in supporting the businesses within the City of Grove City; and

WHEREAS, the City desires to give purchasing preference to businesses within Grove City when they can provide comparable quality and price.

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

SECTION 1. Section 139.05 (b) is hereby amended, in part, as follows:

- (b) When any contract for the construction of a public improvement or the purchase of equipment, supplies, or materials is estimated to be in excess of \$50,000, the contract shall be awarded through an open competitive bidding process unless an exception or alternative is otherwise provided by Council. The Administrative Assistant may, without competitive bidding, enter into contracts for expenditures of less than \$50,000 for which funds have already been appropriated. The City shall award a contract to the lowest and/or best bidder, provided that the City may reject any and all bids in whole or by items. The City shall give preference to businesses located within Grove City provided they can provide comparable quality and price. No contract shall be divided to avoid the requirements of competitive bidding. (Ord. C36-12. Passed 8-6-12.)

SECTION 2. Section 139.05 (c)(1) is hereby amended in part, as follows:

- (c)(1) Professional Services. Contracts for professional services shall not be subject to the competitive bidding requirements of this section. When professional services of a like kind are estimated to be above \$100,000.00 annually, the Administrative Assistant shall seek requests for proposals at least once every four (4) years, beginning in 2020. Request for Proposals shall be advertised in the same manner as the City has, or may establish, for advertising competitive bids. The Administrative Assistant shall present the findings to Council by November 15 of the required year. Final selection of professional service providers and shall not require authorization of Council.

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