

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

Feb. 16, 2021

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Houk

Roll Call: Clerk of Council

Approval of Minutes from 02/01

Welcome and Reading of Agenda: President Houk

LANDS: Mr. Schottke

Ordinance C-04-21 Accept the Plat of The Cottages at Brown's Farm, Section 1. Second reading and public hearing.

Ordinance C-06-21 Approve an M-1 Zoning Classification for 9.83+ acres located at 1255 Stringtown Road upon its Annexation to the City. First reading.

Resolution CR-09-21 Accept the Grove City Town Center Conceptual Framework.

SAFETY: Mr. Schlabach

Ordinance C-07-21 Enact and Adopt a Supplement to the Grove City Codified Ordinances and Declare an Emergency.

Resolution CR-10-21 Authorize the City's Consulting Engineer to prepare plans, specifications and cost estimates for the Construction and Repair of Sidewalks on Addison Dr., Blankner Dr., Devin Rd., Parlin Ave. and Reaver Ave.

FINANCE: Mr. Holt

Ordinance C-05-21 Appropriate \$325,654.00 from Various Funds for the Current Expense of the Reconstruction of the Southwest Blvd. Railroad Crossing and to authorize the City Administrator to enter into an Agreement with Indiana & Ohio Railway Co. for same. Second reading and public hearing.

Ordinance C-08-21 Authorize the City Administrator to Convey Excess Personal Property that is no longer needed for City business. First reading.

Ordinance C-09-21 Authorize the City Administrator to enter into a Contract with the Fraternal Order of Police/Ohio Labor Council, Inc. First reading.

Ordinance C-10-21 Amend Various Sections of Chapter 161 of the Codified Ordinances of the City titled Employment Provisions for City Employees. First reading.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn: President Houk

ON FILE: Minutes of: 02/01 Council; 02/02 Planning Commission

Date: 01/25/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-04-21
1st Reading: 02/01/21
Public Notice: 2/02/21
2nd Reading: 02/16/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-04-21

AN ORDINANCE TO ACCEPT THE PLAT OF THE COTTAGES AT BROWN'S FARM, SECTION 1

WHEREAS, The Cottages at Brown's Farm, Section 1, a subdivision containing lots 1 to 16, 75 to 110, inclusive, and areas designated as Reserve "A, B, C & D", has been submitted to Council for their consideration.

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

SECTION 1. The Plat of The Cottages at Brown's Farm, Section 1, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1434, containing 19.591 acres of land, more or less. Said 19.591 acres being part of a 36.403 acre tract conveyed to M/I Homes of Central Ohio, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

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

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

Christine Houk, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 02/08/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-06-21
1st Reading: 02/16/21
Public Notice: 02/17/21
2nd Reading: 04/05/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-06-21

AN ORDINANCE TO APPROVE AN M-1 ZONING CLASSIFICATION FOR 9.83+ ACRES LOCATED AT 1255 STRINGTOWN ROAD UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

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 zoning classification of certain premises, upon its annexation to the City, hereinafter described; and

WHEREAS, while the applicant requested a C-2 zoning classification, the Planning Commission recommended an M-1 Zoning Classification on February 02, 2021; and

WHEREAS, a copy of the annexation, together with a map and zoning classification request and the recommendation 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 shall be given a zoning classification of M-1 - Medical, upon its annexation to the City of Grove City, Ohio:

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey #469. Said 9.83 acres being those tracts of land conveyed to The Reorganized Church of Jesus Christ of Latter Day Saints, 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.

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

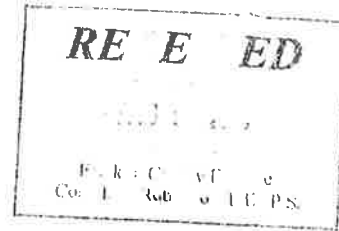
I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-06-21
Exhibit A

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

By FR Date 8/17/2020



Description of a 9.83± acre tract for annexation purposes

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 469, and being the remaining 4.92± acre portion of that 5.11 acre tract conveyed to The Reorganized Church of Jesus Christ of Latter Day Saints by Official Record 29445C03 and the remaining 4.91± acre portion of that 5.10 acre tract conveyed to The Reorganized Church of Jesus Christ of Latter Day Saints by Official Record 22974F16 and being more particularly described for annexation purposes as follows:

BEGINNING at a point on the southerly right-of-way of Stringtown Road, at an existing easterly City of Grove City corporation line as established by Ordinance Number C-18-16 (Instr.201603170031785) and a southerly City of Grove City corporation line as established by C-37-17, being the northwesterly corner of said remaining 4.92± acre portion of that 5.11 acre tract conveyed to The Reorganized Church of Jesus Christ of Latter Day Saints, being the southwesterly corner of that 0.373 acre tract conveyed to the City of Grove City (Instr.201706210084457);

thence Easterly, with the southerly right-of-way of Stringtown Road, existing City of Grove City corporation line (Ord.C-37-17), and northerly property line of The Reorganized Church of Jesus Christ of Latter Day Saints a distance of 406.00 feet to the westerly property line of land conveyed to Tamara B Paddock (Instr.200708280151843 & 201509080126255);

thence Southerly, leaving said corporation line a distance of 1054.84 feet along the westerly property line of said Paddock tract and easterly property line of The Reorganized Church of Jesus Christ of Latter Day Saints tract to the northerly property line of land conveyed to Jennifer J Morbitzer, Trustee of the Trust of Jennifer J Morbitzer (Instr.201008100101573 - Parcel 2);

thence Westerly, with the northerly property line of said Morbitzer tract, southerly property line of The Reorganized Church of Jesus Christ of Latter Day Saints, as well as the northerly property lines of land conveyed to Larry W Moody and Linda M Moody (O.R.14101A01), Glen K Basler (O.R. 26910B18), and Arnold D Hoover Jr. and Nancy J Hoover (O.R. 14439G10), a distance of 406.00 feet to the easterly property line of OhioHealth Corporation (Instr.201112070159696), also being said existing easterly City of Grove City corporation line (Ord. C-18-16);

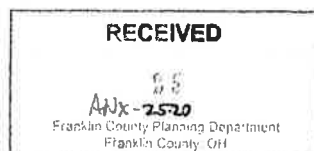
thence Northerly, with said existing corporation line (Ord. C-18-16), easterly property line of said OhioHealth Corporation and westerly property line of The Reorganized Church of Jesus Christ of Latter Day Saints a distance of 1055.94 feet to the POINT OF BEGINNING, containing approximately 9.83 acres of land, more or less.

The total length of the annexation perimeter is 2922.78± feet, of which 1461.95± feet is contiguous with existing City of Grove City Corporation lines, resulting in 50% perimeter contiguity.

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

The above description was prepared by Matthew L Campbell, P.S. 8546 of Campbell and Associates, Inc. in July of 2020 using the best available county records. The above description is not valid for transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

Property Address: 1255 Stringtown Road, Grove City, Ohio 43123
Franklin County Parcel No.: 160-002831-00 & 160-002838-00



C-06-21

ANNEXATION PLAT

PROPOSED ANNEXATION OF 9.83± AC. TRACT IN VMS 469 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:

1255 STRINGTOWN ROAD, GROVE CITY, OHIO 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 2922.78± OF WHICH 1461.95± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 50% PERIMETER CONTIGUITY.

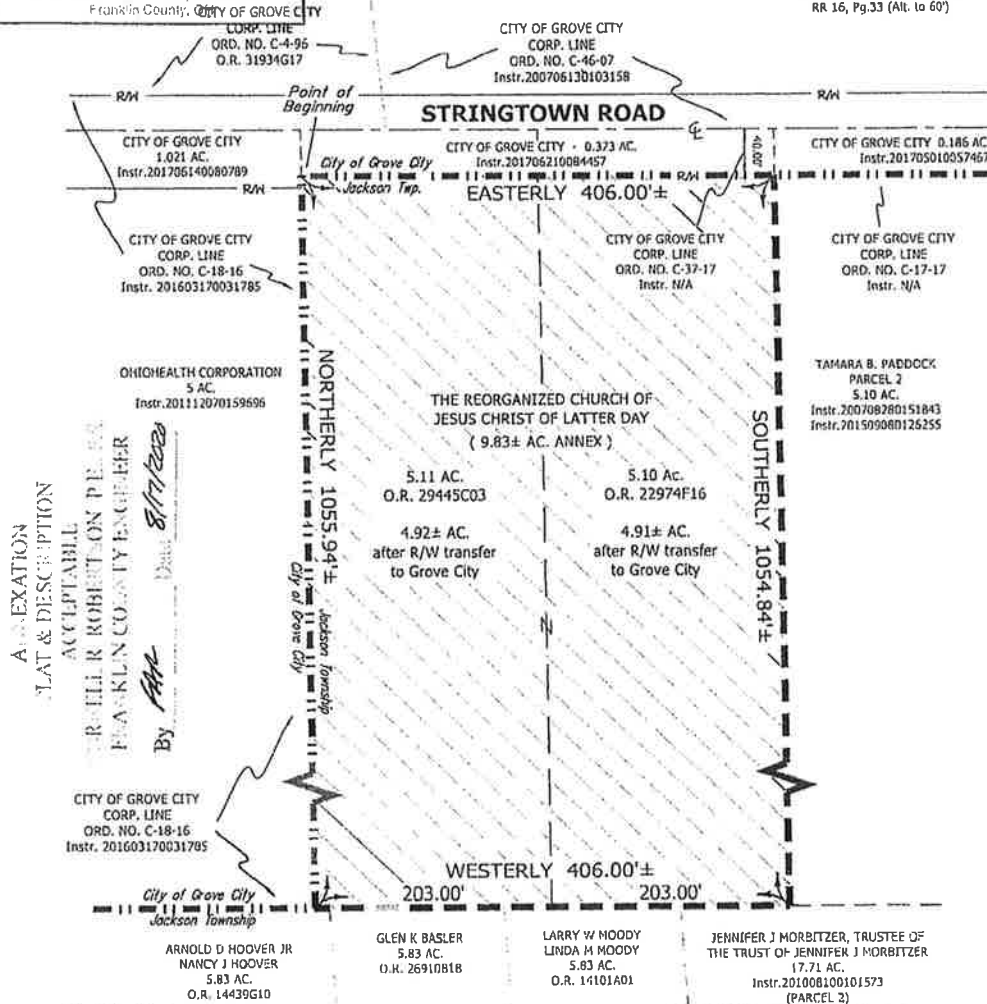


0 120'
SCALE: 1"=120'

RECEIVED

ANK-25-20
Franklin County Planning Department
Franklin County, Ohio

Stringtown Road No. 135
1940 Franklin County Engineer's Plans
R & B, Pg. 309 (Est. 40' width)
RR 16, Pg. 33 (Alt. to 60')



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
By FRANKLIN COUNTY ENGINEER
8/17/2020

Vicinity Map:



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

Matthew L. Campbell
MATTHEW L. CAMPBELL REG. NO. 8546
CAMPBELL & ASSOCIATES, INC.



8-11-20
DATE

Franklin County Parcel
160-002831-00
160-002838-00
Job: CO166842

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

Date: 02/09/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Rauch
Sponsor : Mr. Schottke
Emergency: 30 Days:
Current Expense:

No. : CR-09-21
1st Reading: 02/16/21
Public Notice: 02/17/21
2nd Reading: 0/ /21
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-09-21

A RESOLUTION TO ACCEPT THE GROVE CITY TOWN CENTER CONCEPTUAL FRAMEWORK

WHEREAS, the Town Center is the heart of the community and is a desirable mixed-use, walkable area;
and

WHEREAS, a number of studies have been conducted for the Town Center including the 2008 Town
Center Plan and its 2011 Supplement; and

WHEREAS, the Town Center Conceptual Framework builds on the recommendations of previous planning
studies while integrating new strategies and objectives based on current development opportunities in the Town
Center and the principles of the GroveCity2050 Community Plan; and

WHEREAS, the Town Center Conceptual Framework is intended to be a flexible document that contains
the underlying vision, strategies, priorities and principles to guide decisions in the Town Center.

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

SECTION 1. This Council hereby accepts the Town Center Conceptual Framework dated January
2021, as attached hereto and made a part hereof in Exhibit "A".

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

Christine A. Houk, 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



Town Center Conceptual Framework



January 2021



ACKNOWLEDGMENTS

CITY ADMINISTRATION

Richard L. "Ike" Stage, Mayor
Charles W. Boso, Jr., City Administrator
William F. Vedra Jr., Deputy City Administrator

MEMBERS OF CITY COUNCIL

Christine Houk, Council President
Roby Schottke, Lands Chair
Ted A. Berry
Randy Holt
Aaron C. Schlabach
Tami K. Kelly, MMC

MEMBERS OF PLANNING COMMISSION

Julie Oyster, Chair
Michael Linder, Vice Chair
David Frea
Jim Rauck
Larry Titus

Development Department

Kyle Rauch, Development Director
Kim Shields, Community Development Manager
Kendra Spergel, Development Planner
Jimmy Hoppel, Development Planner
Dashiell Logan, Development Planner
Brittany Seebach, Development Assistant
Hannah White, Development Assistant

Resolution:

DATE:

September 2019

REVISED January 2021

Prepared by the
Grove City Development Department
in Coordination with

landplan studios
PLANNING • DESIGN • DEVELOPMENT • ENGINEERING



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INTRODUCTION

Central Ohio is a desirable region that is anticipated to grow by more than one million people and 300,000 jobs by 2050. Grove City, one of the fastest-growing communities in the region, is anticipated to realize its share of that growth; however, as described in the Mid-Ohio Regional Planning Commission's (MORPC) insight2050 report in 2015, this growth will not be the same as that experienced in the past. Combined with the changing demographics and shifts in consumer trends, future growth will not be concentrated predominantly in single-family homes but in a mixture of housing types. Additionally, as housing and preferences of aging populations and young adults are shifting toward urban environments, Grove City's Town Center will be a prime area for future development.

The Grove City Town Center Framework builds on the recommendations of previous planning studies, with new strategies and objectives based on current development opportunities in the Town Center. The goals identified in this framework were previously recognized as priorities in the GroveCity2050 Community Plan adopted in 2018 and other city plans to achieve the community's vision for the Town Center. These goals are also reflected in the bylaws of the Heart of Grove City (Grove City Town Center, Inc.) which encourages promoting the Town Center as an exciting place to live, shop and invest as well as improvements and new development. Additionally, community surveys consistently show the public's support in the continued reinvestment in the area.

PURPOSE

The Town Center Framework will serve as a policy guide for the implementation of public realm enhancements, contextual economic development initiatives and general objectives for infill development to preserve the history and enhance the unique character of the Town Center. The framework is not a static, exhaustive inventory of the potential development and public improvement opportunities in the Town Center. Instead, it is a dynamic document to be used to inform and guide near-term and future infill development and redevelopment proposals, and should be updated periodically to capitalize on future opportunities to ensure the continued vitality of the Town Center.

Similar to the 2013 Beulah Park Framework, a planning "Framework" is intended to be a flexible document that contains the underlying vision, strategies, priorities, and principles to provide the basis for policies to be contained in a later Plan.

SCOPE

The boundary of the area considered the Town Center for the purpose of this Framework is defined, generally, as Front Street to the west, Kingston Avenue to the south, Third Street to the east and White Place to the north. A map of this boundary is shown on the following page.

As the heart of the community, the Town Center is a high priority for Grove City residents, local businesses and owners, as well as the City and many civic groups. In recent years, numerous plans and studies have been completed to ensure the area maintains its unique historic character while taking advantage of opportunities to improve and expand this exceptional community asset.

The most recent studies are listed below, and it is important to note many of the principles and goals have remained consistent in all Town Center Plans since the 1987 Town Center Plan by Trott & Bean Architects Inc.

- **Town Center Plan**
(Lincoln Street Studio, 2008)
- **Town Center Parking Study**
(Desman Associates, 2009)
- **Town Center Plan Supplement**
(Lincoln Street Studio, 2011)
- **Town Center Concept Plan**
(Pizzuti Solutions, 2013)
- **Town Center Parking Summary**
(Braun & Steidl, 2015)
- **Town Center Public Realm Vision**
(Edge Group, 2016)

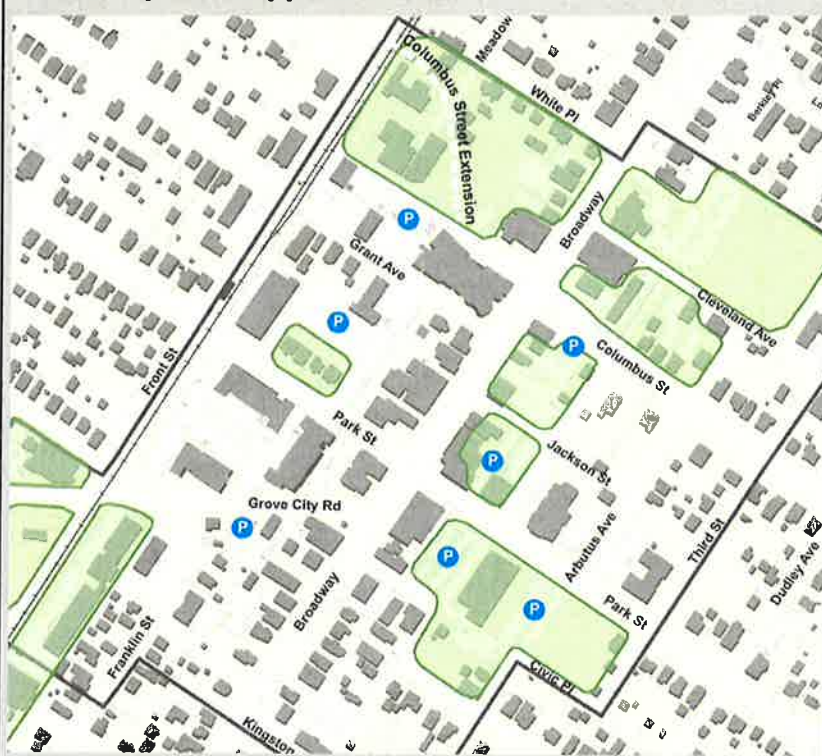


BACKGROUND

More than \$33 million in public and private money has been injected into the Town Center area through recent projects including the Grove City Library, Broadway Station, Hop Yard 62, Cultivate, Zassy's Tap Room, the Grove City Brewing Co., Transcend Coffee + Roastery, Local Cantina, and Blu-Willy's, as well as the Gold Star Families Memorial and relocation of Columbus Street. Many of these private projects utilized City incentives including the Town Center Commercial Revitalization (TCCR) Grant Program established in 2001 and the Town Center Loan Program. The City has also had great success and has been able to deliver a number of recent redevelopment projects through public/private partnerships. Through these incentives and public/private partnerships, this investment in the Town Center is anticipated to continue as demand for walkable, urban environments increases.

In December 2017, the City issued a Request for Proposals (RFP) to solicit plans from private developers on the redevelopment of the former library site on Park Street. A committee was formed to review the two responses received. It was determined that the City should examine how the site related to the entire Town Center, to ensure any development on the former library site tied into other development opportunities and reflected the desired character for the entire Town Center. In addition to the former library site, a number of opportunities exist within the Town Center for redevelopment. The Town Center Framework will help ensure that future development in the area exhibits the desired character to achieve the goals and objectives identified for the Town Center.

Redevelopment Opportunities



The size of a site is a vital aspect of its ability to be redeveloped. Based on other case study developments, two acres is an ideal size for new projects in the Town Center area, to create a vibrant mix of uses while accommodating other requirements such as parking, utilities and other services for the building. Many of the sites identified for redevelopment are currently under-utilized, do not exhibit the desired development patterns for a Town Center, or are held by a single property owner that has expressed interest in redeveloping.

Highlights:

Schoedinger Funeral Service: In 2018, property was rezoned on Hoover Road at Kingston Avenue to relocate Schoedinger Funeral Service. After the new project is constructed, the 2.76 acres on Broadway north of Cleveland Avenue will be available for redevelopment.

Former Library Site: The library structure was demolished in 2019, and legislation was adopted in November 2019 to preserve the site for a public gathering space.

Columbus Street Extension: The planned extension of Columbus Street, connecting Broadway and the new residential and commercial areas within the Beulah Park development, has been designed to provide the character of a pedestrian plaza, with outdoor seating and gathering areas to complement future development on both sides of the roadway. Presentations on the plaza concept showing the potential for multi-story buildings framing the plaza were presented to City Council in 2016 (see image to the right, prepared by EMH&T).



THE PLANNING PROCESS

A public meeting was held at the Grove City Library on August 20, 2019, to present a draft of the Town Center Framework and was attended by 40 residents. The presentation included an overview of the draft goals and objectives, as well as an Illustrative Vision Plan outlining potential development scenarios on public and private property.

Based on the input received from the public meeting and survey, the Illustrative Vision Plan was removed from the Framework, and the focus of the Framework was shifted to the public realm: the streets and sidewalks connecting public and private development sites.

Town Center Framework Survey

A survey was distributed to attendees of the public meeting on August 20, 2019, and was made available on the City's website through September 6, 2019. Questions related to how people use the Town Center and what improvements people wanted for the area. General comments about the survey results are noted below. **A more detailed summary of all survey questions and responses is included with this Framework as Appendix A.**

203 surveys were collected - 32 from meeting attendees and 171 from online responders. Generally, the survey showed that responders were supportive of the Framework, with 72% saying that it represented the appropriate principles for redevelopment. The survey also showed that there was a desire for more activity in the Town Center.

- 39% of those surveyed stated they most frequently come to the Town Center for dining, 27% for events, and 18% for other business/services.
- Nearly half (46%) of those surveyed indicated they wanted to see more restaurants in the Town Center. The next popular choice for preferred services in the area was public parking, (16%), followed by open space (13%) and retail (11%).
- A large majority of respondents (73%) travel to the Town Center by way of their personal vehicle, and 84% are willing to walk at least two blocks to reach their destination.

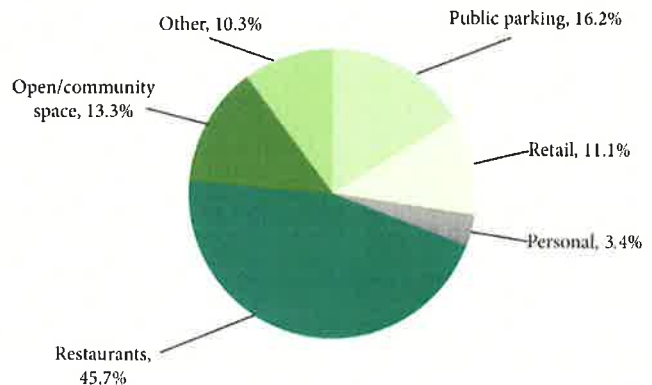
IF YOU COULD DESCRIBE THE EXISTING CHARACTER OF THE TOWN CENTER IN ONE WORD, WHAT WOULD IT BE?



Who did we hear from?

45% of those surveyed have lived in Grove City for more than 20 years. Responder's connection to the Town Center was also diverse, with 44% being visitors, 44% being neighborhood residents, and 12% being a business or property owner in the area.

WHAT SERVICES WOULD YOU LIKE TO SEE MORE OF IN THE TOWN CENTER?



IF YOU COULD DESCRIBE YOUR IDEAL CHARACTER OF THE TOWN CENTER IN ONE WORD, WHAT WOULD IT BE?

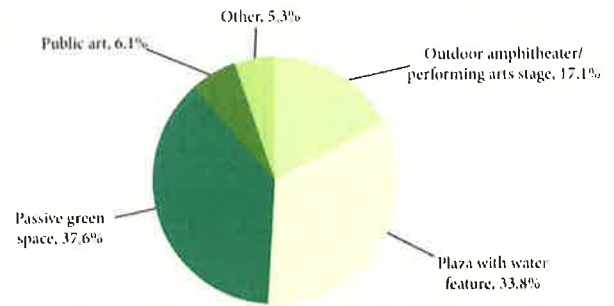


THE PLANNING PROCESS

Open Space in the Town Center

Based on preliminary feedback from the public and community organizations regarding development in the Town Center, multiple questions on the survey related to open space. Questions included what features are most desired in a Town Center community space and what parks in other communities most closely match the ideal for Grove City's Town Center.

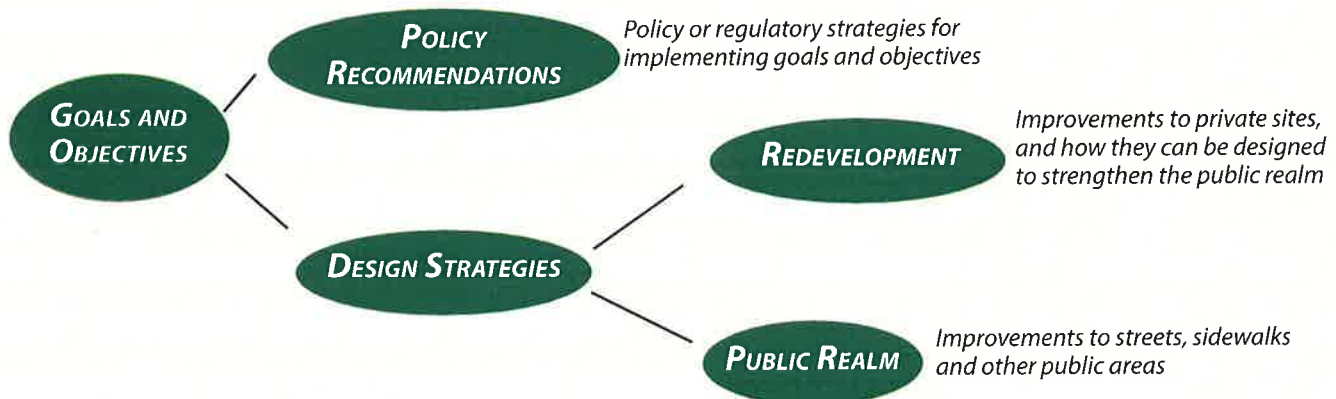
More information on open space and community space in the Town Center can be found on page 9.



HOW THE PLAN IS ORGANIZED

Similar to the Beulah Park Conceptual Framework which established general principles for the redevelopment of the site, the Town Center Framework contains recommendations to guide development in the Town Center to ensure it preserves and contributes to the history and unique character. These recommendations relate to both public areas and private development. Recommendations for private development are examined in terms of their relation to the streets, sidewalks and other public areas, referred to in the remainder of the document as the public realm.

Three overarching goals are identified for the Town Center, each with specific objectives for their implementation. Specific strategies for implementation are organized in the remainder of the document as policy recommendations or design strategies, with design strategies identified for either the public realm or redevelopment on private sites.



WHAT IS THE PUBLIC REALM?

The public realm is any area outside private property. It includes streets, sidewalks, public parks and squares, and any other outdoor space that is available to the public with limited restriction. A study was conducted in 2016 to provide detail on the desired street furnishings, roadway treatments and other streetscape aesthetics in the Town Center. The 2016 Public Realm Vision also recommended new pedestrian connections and improvements to select roadways.

Although this Town Center Framework contains recommendations for development patterns and design strategies for private property to strengthen the public realm, it is not intended to dictate how private property develops. Instead, the goal of the Framework is to establish design priorities so that private property strengthens the public realm, creating a safe environment for pedestrians.

GOALS AND OBJECTIVES

The 2018 GroveCity2050 Community Plan, guided by a 30-member steering committee, received extensive public input through a variety of avenues including public workshops, tables at events, and online surveys. This input indicating that the community views the Town Center as a tremendous asset that should be further promoted and prioritized for investment. This community support for investment in the Town Center is also consistently echoed in the biennial community survey conducted by Saperstein Associates.

Through the analyses conducted in support of the Community Plan, as well as the other recent planning efforts for the Town Center, three key goals with specific objectives are recommended within the Town Center Framework, which reinforce the previously identified goals and objectives contained in past plans.

Goal 1:

Preserve and Strengthen the Unique Character of the Town Center through appropriately scaled and sited redevelopment, both public and private, at underutilized sites.

Objectives

1. Pursue National Register of Historic Places status for the Town Center and A.G. Grant's Beulah Subdivision
2. Implement the recommendations of the Town Center Public Realm Plan for urban open spaces, streetscape enhancements and pedestrian connections
 - Create a street tree master plan
 - Continue to evaluate standards for outdoor seating in the Town Center
 - Ensure areas exhibit strong neighborhood qualities, including walkability, integrated open space and housing options



34% of survey respondents ranked "Preserving and strengthening the character of the Town Center" as the most important objective for redevelopment in the Town Center.



GOALS AND OBJECTIVES

Goal 2:

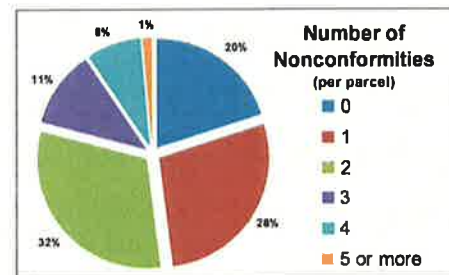
Enhance the Economic Vitality of the Town Center through attraction efforts and potential changes to the regulatory context to allow for and encourage the desired character of development.

Objectives

1. Prioritize attraction efforts to businesses and uses that will generate foot traffic and activity
 - Inventory existing businesses currently operating in the Town Center to determine where efforts could be made to attract more visitors and business patrons to the area
 - Ensure a variety of housing opportunities are available in the Town Center to support the businesses and generate activity
2. Eliminate regulatory barriers to promote mixed-use, walkable developments
 - Complete area-wide rezoning of properties in the Town Center to ensure that standards reflect the desired character for the area (permitted uses, building materials, signage standards, etc.)
 - Ensure that the zoning code defines and permits a range of housing types, aligned with demographic trends for housing preferences, to continue to bring energy and vitality to the Town Center economy
 - Encourage investment in the community by updating the City's regulations to allow for administrative approval of certain projects in the Town Center for a more streamlined process
3. Foster and grow the local entrepreneurial spirit by adopting policies to encourage and support a variety of development and business types
 - Conduct reviews of Town Center plans and initiatives, such as the district parking strategy, business mix and needs and visitor experience, as redevelopment in the area continues
 - Continue to encourage more amenities and entertainment options in the Town Center, including restaurants



32% of survey respondents ranked "Encourage a variety of development and business types" as the most important objective as redevelopment occurs in the Town Center.



A study of Town Center properties conducted in 2008 found that 80% of properties in the Town Center area (outlined in red in the image to the right) did not comply with at least one regulation of the zoning code.



GOALS AND OBJECTIVES

Goal 3:

Improve Pedestrian and Vehicular Circulation, Connectivity and Wayfinding to and within the Town Center to ensure the area maintains its walkable, pedestrian-oriented character.

Objectives

1. Complete a safe and convenient pedestrian circulation network throughout the Town Center
 - Implement pedestrian connections recommended in the 2016 Town Center Public Realm Plan and other appropriate locations
 - Ensure pedestrian connections and cross-access easements are provided within redevelopment projects.
2. Manage vehicular circulation to prioritize pedestrian safety and mobility
 - Enforce low traffic speeds to prioritize bicycle and pedestrian comfort over the conveyance of vehicular traffic
 - Manage and consolidate access points along thoroughfares to eliminate unneeded curb cuts that create gaps along the streetscape and introduce vehicle/pedestrian conflict points



Proposed Pedestrian Connection Enhancements from the 2016 Town Center Public Realm Vision



Source: Google Maps Streetview, July 2018



The pedestrian promenade between Broadway Station and the Grove City Library

23% of survey respondents ranked "Pedestrian safety" as the most important objective as redevelopment occurs in the Town Center.



DESIGN STRATEGIES: PUBLIC REALM

Urban Design Strategies—Public Realm and Redevelopment

A number of the goals and objectives in this Framework focus on improving pedestrian and vehicular circulation and enhancing the aesthetic quality and developable character of the Town Center. The strategies for achieving these goals and objectives can be divided into those that deal with improvements within public spaces or public realm enhancements, and those that involve privately owned sites and the desired redevelopment for these locations.

Public Realm Places and Spaces

In urban environments like the Town Center, the pedestrian realm of the streets is the most prevalent and functionally important type of public space. As noted in the 2008 Town Center Plan, streetscape improvements turn the public realm into linear parks in the Town Center. These spaces should be designed to support adjacent commercial and recreational activities by creating a safe and pleasant pedestrian environment through pavement enhancements, seating areas, lighting, street trees and landscaping. Where there are gaps in the pedestrian circulation and streetscape network, efforts should be taken to provide sidewalk connections.



CIVIC SPACE AND OPEN SPACE IN THE TOWN CENTER

A variety of open space types connected by a robust pedestrian realm encourages walkability, which, in turn, creates vitality and cultivates a sense of community. Both the GroveCity2050 Community Plan and the 2008 Town Center Plan recommend having a variety of civic spaces connected by a public realm functioning as additional civic space in the Town Center. Parks and plazas should be distributed in prominent locations along the streetscape throughout the Town Center, appropriately designed and sized to accommodate the range of activities desired at various locations.

Recognizing open space is important to the community based on preliminary feedback from the public and community organizations on development in the Town Center, the Town Center Framework survey conducted in August and September 2019 included questions about the public's desire for park space in the area.

In November 2019, City Council approved C-59-19, which reserved the block containing the former library (bound by Park Street, Arbutus Avenue, Civic Place and First Avenue) for public gathering space, to include performance space and public restrooms. City staff began working with OHM Advisors in March 2020 to design this park space to ensure it integrated with existing and potential future development in the area. In addition to ensuring the elements noted by City Council in C-59-19 were incorporated, staff provided input received from the public through the Town Center Framework survey which found that the top features desired in a new park in the Town Center were passive green space, a plaza with water feature, and a performing arts stage.



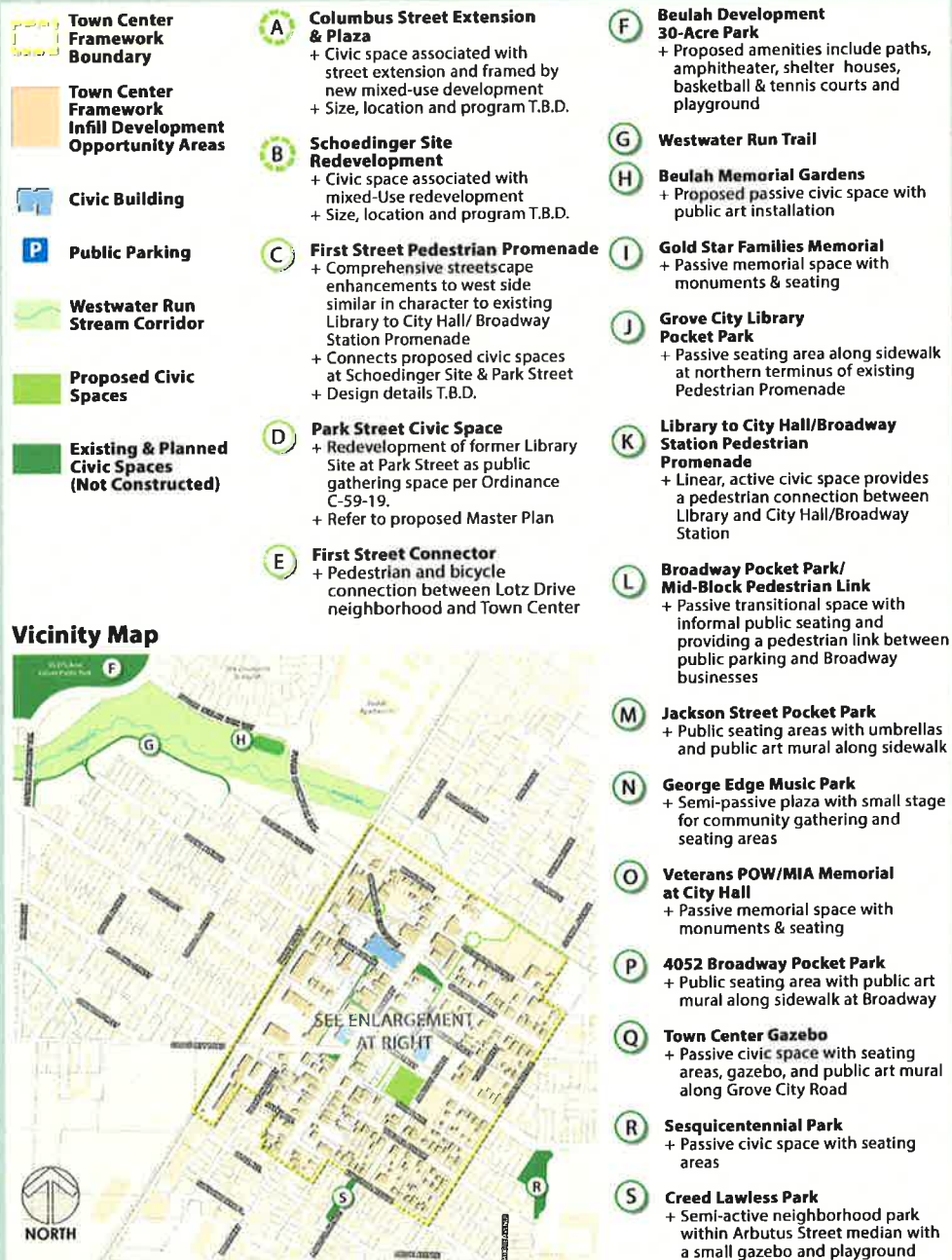
OHM engaged community stakeholders to provide input and feedback on park features and design through phone interviews, as in-person meetings were restricted due to COVID-19, and the preliminary concept plan was also presented to the Park Board for comment in September 2020 where the Board recommended the preliminary design to City Council. The concept design of the Town Center Park displayed above was presented to City Council in October 2020; however a number of residents spoke at the meeting about the desire to expand the park to cross Arbutus Avenue and include the 3/4-acre City-owned property to the southeast. Before Council action was taken to vacate Arbutus, Council noted the importance of the Town Center Framework to allow for additional public input and to view the issue on a larger scale as it relates to other area improvements.

CIVIC SPACE AND OPEN SPACE IN THE TOWN CENTER

UNDERSTANDING EXISTING CIVIC SPACE IN THE TOWN CENTER

As discussion began on the design of the community space on the former library site, it became apparent that a firm understanding of existing civic spaces in the area was needed in order to ensure that the new park space did not detract from existing spaces, and that it also considered potential civic spaces associated with future redevelopment.

The information below and on the following page shows existing civic spaces in the Town Center as well as how the Town Center interrelates with Beulah Park, which will feature more than 30 acres of community space in addition to trails and public art, connected to the Town Center via the Columbus Street extension and plaza. The image also captures civic spaces planned but not yet constructed and opportunities for civic spaces with future development.





LEGEND

 PROPOSED CIVIC SPACE	 EXISTING CIVIC SPACE	 REDEVELOPMENT OPPORTUNITY AREA
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(SEE PAGE 10 FOR DESCRIPTION OF IDENTIFIED CIVIC SPACES)

EXISTING & PROPOSED CIVIC SPACE GROVE CITY TOWN CENTER



INTEGRATING THE FORMER LIBRARY SITE COMMUNITY SPACE INTO THE FRAMEWORK

As shown in the exhibit above, the proposed community space serves as the southern terminus of a First Street Promenade, similar to the Pedestrian Promenade on the west side of Broadway connecting Broadway Station to the new Library. The space creating the northern terminus of this Promenade will be designed at the time the Schoedinger property is redeveloped. Ensuring the former library site is designed to allow for sites around it to redevelop is also important. Based on feedback from the committee formed to review responses to the Request for Proposals (RFP) for the site in October 2018, there is a desire for appropriately-scaled mixed-use development offering service businesses, offices and residential uses, designed to integrate into the area.

DESIGN STRATEGIES: PUBLIC REALM

Pedestrian Mobility Improvements

Pedestrian activity in the Town Center will continue to increase as the number of people living in and around the Town Center grows. Pedestrian safety and comfort should be given priority over efficient vehicular circulation. Typical of an urban core, most properties in the Town Center do not include off-street parking. As such, parking is generally located in public lots located to serve area properties. The connections between these parking areas, generally located on the perimeter of the area to allow for more activity within the core, need to be designed to safely convey pedestrian traffic between parking and the destination.

Modifications to traffic signal and pedestrian signal timing can result in safer pedestrian crossings. Shorter traffic cycles and longer walk intervals provide better service to pedestrians. Traffic signal coordination between the relatively closely spaced intersections along Broadway could produce slower traffic speeds.



Other creative solutions such as four-way pedestrian signal phases or pedestrian scrambles that stop all vehicular traffic allowing pedestrians to cross an intersection in all directions could be examined at busy intersections such as Columbus Street and Broadway. A further detailed study of the potential benefits of modifications of the timing of traffic signal and pedestrian signal phases should be examined.

GROVE CITY 2050

Although Broadway is a US Highway (US62) and a State Route (SR3), and is noted as a Principal Arterial on the City's approved Thoroughfare Map, it also bisects the core of the Town Center. The Transportation Chapter of the GroveCity2050 Community Plan classified Broadway between Southwest Boulevard and Rensch Road as a "Main Street" character type, noting that the priority should be on pedestrian comfort over the conveyance of vehicular traffic.

Street Design Priorities: Mixed Use Context

Locations where a mixture of uses are integrated such as the Town Center or other neighborhood or employment centers, offer the greatest opportunity for a balance between travel modes. Streets in this context should:

- > Accommodate higher levels of pedestrian activity
- > Reduce motor vehicle speeds
- > Provide on-street bike lanes or shared-use paths
- > Promote pedestrian-oriented development
- > Design streets with on-street parking

Design Examples



Narrow vehicular lanes, landscaped medians, curb extensions and bike lanes can make streets within mixed use areas (particularly main streets) more inviting to pedestrians, while providing an acceptable level of traffic flow.



The GroveCity2050 Community Plan outlines recommendations for street design priorities based on the context of a roadway. Within mixed-use contexts such as the Town Center strategies including landscape medians, curb extensions and bike lanes are noted to make these environments more comfortable for pedestrians.



DESIGN STRATEGIES: REDEVELOPMENT

Building Placement

Where there are opportunities for redevelopment in the Town Center, the placement of new buildings should continue the historic development pattern established along Broadway. New buildings should be placed along property lines fronting roadways, with parking and other service functions located to the rear of the building.

New development should contribute to the creation of a continuous “architectural edge” of building façades along the block frontage. This relationship of buildings to the street complements the character of the public realm, provides edges along the streetscape to create a well-defined public space, calms traffic speeds along the roadways and limits potential points of conflict between pedestrians and motor vehicles for a positive, walkable environment.

The relationship of the building façade to the adjacent street frontage is the key organizing principle of the Town Center Form-Based Code, currently under development for future incorporation into the Zoning Code.

Block Service Courts

Service courts on the interior of blocks can be created for locating mechanical equipment, utility structures, refuse collection and parking, by strategically placing infill buildings to complete the block. Siting infill buildings on opposing or perpendicular street frontages from existing buildings, leverages the backs of these buildings to create space for necessary functions between and behind the buildings, while improving the appearance of the pedestrian realm of the entire block perimeter.

Given the pedestrian-oriented character of the Town Center, screening these utility areas or improving their appearance from the right-of-way or other areas utilized by pedestrians becomes even more important to achieve the desired character for the area.



The service court created by framing buildings along Broadway, Park Street and Grant Avenue was designed to create an attractive pedestrian experience between Broadway Station and the Grove City Library. The buildings on the east side of Broadway south of Park Street are an example of an opportunity to improve area aesthetics, given the visibility of these structures from the former library site.

Off-Street Parking Placement

Off-street parking facilities, whether public or private, should be placed to the rear of the lot, behind the primary structures, to maintain the character of the Town Center. Ideally, small off-street surface parking lots would be evenly and unobtrusively distributed throughout the Town Center. However, given the amount of parking needed to adequately serve businesses and residences in the Town Center, it is not practical or possible to provide all of the parking necessary on the same block without damaging the historic development pattern with large areas of surface parking consuming the block. Larger off-street parking facilities should be located at the periphery of the Town Center but within a convenient walking distance. Any proposals for structure parking should be carefully considered, given their high cost and potential aesthetic impact.

DESIGN STRATEGIES: REDEVELOPMENT

Vehicular Access Management

While making the Town Center more navigable for vehicles is important, pedestrian movement should be prioritized. Pedestrian-oriented streets minimize areas of potential conflict between pedestrians and turning vehicles by locating vehicular access points in safe, predictable locations. Vehicular access to parking and service areas on the interior of the block should be from side or rear service streets, with the primary block frontages uninterrupted by vehicular access points. Relocating vehicular access away from areas of high pedestrian activity results in fewer pedestrian conflicts and safer crossing. Existing vehicular access points to parking and service areas should be examined for potential relocation or elimination as part of potential redevelopment projects.

Curb extensions can be implemented at Park Street along Broadway to shorten the crossing distance across the street, while requiring motorists to turn at slower speeds due to the constrained width of the travel lanes created by the curb extensions.



Internal Pedestrian Connectivity

As part of redevelopment proposals, internal pedestrian connections should be provided between parking areas on the interior of the block and building entrances along the street. Several pedestrian connections are recommended in the 2016 Town Center Public Realm Plan between existing public parking areas and Broadway.



POLICY RECOMMENDATIONS

To implement many of the objectives identified within the Framework, policy and/or regulatory strategies must also be examined. The following pages outline recommendations from a policy perspective as opposed to the design perspective outlined on previous pages.

Formally recognize existing historic resources in the Town Center by pursuing National Register of Historic Places status.

The National Register of Historic Places is the official list of properties recognized by the federal government as worthy of preservation for local, state or national significance in American history, architecture, archaeology, engineering or culture. This program of the National Park Service is administered at the state level.

The listing of a building, structure, site, object or district in the National Register of Historic Places accords it a certain prestige, which can raise the property owner's and community's awareness and pride. Income-producing (depreciable) properties listed in the National Register, individually or as part of a historic district, may be aided by federal tax incentives that allow a 20% investment tax credit for certified rehabilitation.

Establishing the commercial core of the Town Center and potentially A.G. Grant's Beulah Subdivision as Historic Districts, as well as including individual properties within the Town Center in the National Register of Historic Places, will elevate their status by formally recognizing their importance to the history of Grove City. This will also expand opportunities for individual properties within these areas for certain tax incentives for rehabilitation of the properties.

An evaluation of historic places was conducted as a supplement to the 2008 Town Center Plan. This preliminary evaluation focused on the physical integrity, style and period of the structures only, and a more detailed analysis for eligibility for listing would be necessary. Through this process, the historic commercial core of the Town Center along Broadway was highlighted, along with several individual structures in the Town Center, for inclusion in the National Register. Although the A.G. Grant Beulah Subdivision west of the railroad tracks was not included based on these preliminary measures, further consideration should be given for potential inclusion based on the historic and cultural significance of the neighborhood to Grove City.

The Historical Arts Commission is currently designating buildings with historic plaques based on researching historic maps.



POLICY RECOMMENDATIONS

Complete a comprehensive update of the zoning code, including form-based regulations for the Town Center, and rezone all Town Center properties.

a. Zoning Code Update

A comprehensive update to the existing Grove City Zoning Code is currently in progress. For the Town Center, a new Town Center District is proposed which will be governed by a form-based code. A form-based code is a method of regulating development to achieve a specific urban form by addressing the relationship between building façades and the public realm or street, the form and mass of buildings in relation to one another and the scale and types of streets and blocks.

b. Parking Requirements

Under the existing Central Business District (CBD), standards governing most of the Town Center, unless otherwise permitted by Planning Commission and City Council, parking requirements are the same as those in standard commercial and professional services zoning districts, with standards applicable to suburban, auto-oriented commercial areas of the city. Public offsite parking can be used to offset these requirements if deemed adequate and appropriate by Planning Commission and City Council. New parking standards developed as part of the zoning code update will better respond to the unique development pattern of the Town Center and predictable parking requirements for new development.



Properties zoned Central Business District (CBD)

Parking Considerations

The Town Center is a “park once” environment that provides visitors the ability to reach multiple destinations on foot because these urban areas feature a mix of uses in a relatively compact area. With multiple uses sharing the same parking spaces, parking requirements can be considerably lower in these areas compared to suburban, auto-oriented environments where uses are separated over greater distances.

However, in order to ensure that parking is available for business patrons, it can become increasingly important to enforce certain parking restrictions such as time limits.

c. Area Rezoning

In conjunction with the comprehensive update to the existing Grove City Zoning Code, an area-wide rezoning of properties in the area of the Town Center will be initiated. Currently, the parcels in the Town Center are comprised of various zoning districts, with the majority zoned Central Business District (CBD). Analysis conducted in 2009 showed that 80% of the properties within the Town Center had at least one zoning nonconformity, and 52% had two or more nonconformities. A Town Center District will be established that brings properties into conformity and reflects the unique character and development pattern desired for the area, with consistent and predictable standards for all properties within the new Town Center District.



POLICY RECOMMENDATIONS

Utilize the full array of economic development incentives available to encourage investment in existing properties and new development in the Town Center.

a. Local Incentives

i. Town Center Commercial Revitalization Grant Program (TCCR)

The Town Center Commercial Revitalization (TCCR) Grant Program is a reimbursement program designed to assist business and property owners with improving commercial buildings and properties, based on the unique challenges of maintaining and improving historic buildings and the desire to strengthen the community's core.

ii. Town Center Loan Program (TCLP)

The Town Center Loan Program (TCLP) is designed to stimulate job creation and revitalize under-utilized properties through direct loans to for-profit, non-profit or not-for-profit businesses within the defined Town Center loan district.

iii. Community Reinvestment Area (CRA)

A Community Reinvestment Area (CRA) is an economic development tool that provides real property tax exemptions to land owners making investments in their property. Properties within a CRA are eligible to receive real property tax abatement for real property improvements. Most of the properties in the Town Center are within the CRA.

iv. Tax Increment Financing (TIF)

Tax Increment Financing (TIF) aids in financing public infrastructure improvements and in certain circumstances, residential rehabilitation. A TIF secures the taxable worth of real property at the value the property holds during the time the corresponding authorizing legislation is approved. Payments derived from the increased assessed value of any improvement to real property beyond that amount are directed to a separate fund to finance the construction of the public infrastructure defined within the TIF legislation.

TIF districts have been established for the Beulah Park redevelopment project (adjacent to the Town Center) and for the former lumberyard site.

v. Community Development Block Grants (CDBGs)

Administered by the Franklin County Commissioners, Community Development Block Grants (CDBGs) are competitive grants awarded at the federal level and distributed by Franklin County to communities to address a variety of community development needs. The national Housing and Urban Development (HUD) objectives of the CDBG program include benefiting low- and moderate-income households, preventing or eliminating slums or blight and addressing urgent community development needs that pose an immediate threat to the health and welfare of communities.

POLICY RECOMMENDATIONS

b. State Incentives

i. Ohio Historic Preservation Tax Credit

The Ohio Historic Preservation Tax Credit provides a tax credit up to 25% of qualified rehabilitation expenses incurred during a rehabilitation project to owners of qualified, historically significant buildings. A building is eligible if it is individually listed in the National Register of Historic Places, contributes to a National Register Historic District, National Park Service Certified Historic District, Certified Local Government (CLG) historic district or is listed as a local landmark by a CLG. Grove City is presently working with the State Historic Preservation Office to become a CLG.

ii. Opportunity Zones

The Opportunity Zone Tax Credit provides a nonrefundable tax credit against the individual income tax for taxpayers that invest in projects located in designated Ohio Opportunity Zones. The taxpayer must be subject to individual income tax levied under section 5747.02 of the ORC.

iii. Downtown Redevelopment and Innovation Districts

Ohio House Bill 233, effective in August 2016, established procedures for designating new Downtown Redevelopment Districts (DRDs) and Innovation Districts. These districts must be created for the purpose of promoting the rehabilitation of historic buildings, creating jobs and encouraging economic development within an enclosed boundary of not more than 10 acres, and operate much like tax increment financing (TIF) areas except that the collected service payment generally can be utilized for a wider range of uses.

c. National Incentives

i. Federal Historic Preservation Tax Incentive

The Federal Historic Preservation Tax Incentives program encourages private sector investment in the rehabilitation and re-use of historic buildings. The 20% income tax credit is available for the rehabilitation of historic, income-producing buildings that are determined by the Secretary of the Interior through the National Park Service to be “certified historic structures.”

ii. Opportunity Zones

Federal Opportunity Zones, created in the 2017 Tax Cut and Jobs Act, encourage long-term investments in low-income urban and rural areas nationwide. New investments in designated Opportunity Zones may be eligible for preferential tax treatment. Grove City received Opportunity Zone designation for Census Tract 96.00 which includes Beulah Park and the Town Center.



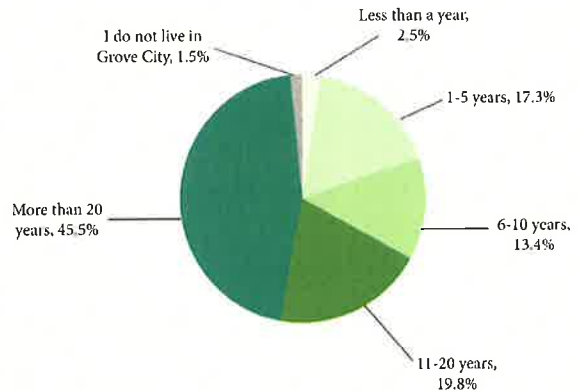


Town Center Framework - Public Survey Results

Surveys collected at August 20, 2019 public meeting and online between August 20 and September 6, 2019.

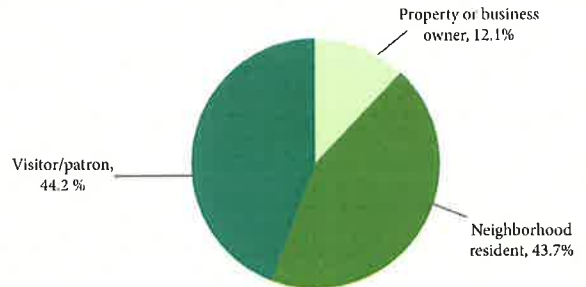
1 How long have you lived in Grove City?

Less than a year	5	2.5%
1-5 years	35	17.3%
6-10 years	27	13.4%
11-20 years	40	19.8%
More than 20 years	92	45.5%
I do not live in Grove City	3	1.5%
TOTAL	202	100.0%



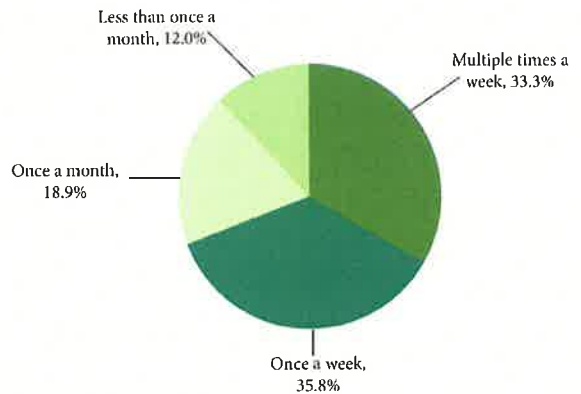
2 Which of the following best describes your connection to the Town Center?

Property or business owner	25	12.1%
Neighborhood resident	90	43.7%
Visitor/patron	91	44.2%
TOTAL	206	100.0%



3 How often do you visit the Town Center?

Multiple times a week	67	33.3%
Once a week	72	35.8%
Once a month	38	18.9%
Less than once a month	24	12.0%
TOTAL	201	100.0%



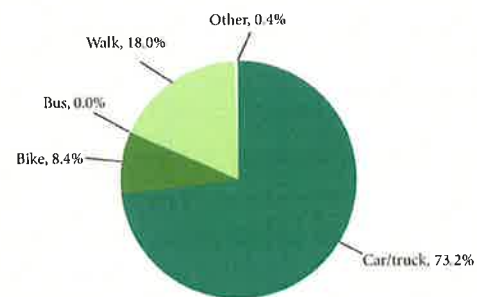
4 Which of the following activities or amenities in the Town Center do you patronize most frequently?

Dining	156	38.9%
Shopping	43	10.7%
Events	108	26.9%
Park areas	22	5.5%
Service/business	72	18.0%
TOTAL	401	100.0%



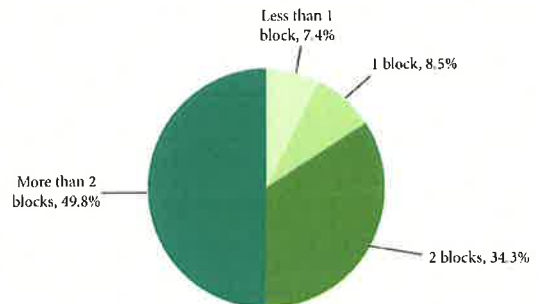
5 How do you usually get to the Town Center?

Car/truck	175	73.2%
Bike	20	8.4%
Bus	0	0.0%
Walk	43	18.0%
Other	1	0.4%
TOTAL	239	100.0%



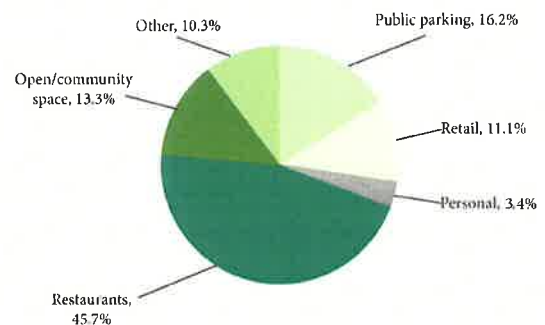
6 How far are you usually willing to walk to reach your Town Center destination?

Less than 1 block	15	7.4%
1 block	17	8.5%
2 blocks	69	34.3%
More than 2 blocks	100	49.8%
TOTAL	201	100.0%



7A What services would you like to see more of in the Town Center?

Public parking	38	16.2%
Retail	26	11.1%
Personal	8	3.4%
Restaurants	107	45.7%
Open/community space	31	13.3%
Other	24	10.3%
TOTAL	234	100.0%



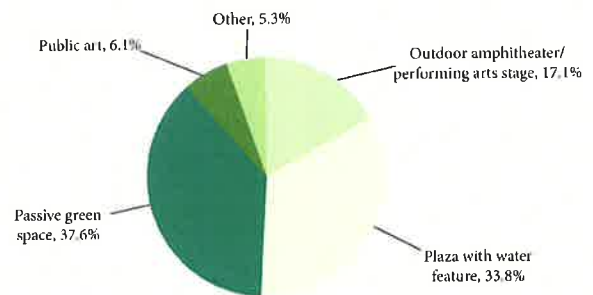
7B Of the services you checked above, which would be your priority?

See attached for full list of responses (please be advised that the formatting of the online survey only allowed responders to choose one option for Question 7A, and many of those surveyed noted this within their response).

8A

What kinds of community spaces and features would you like to see in the Town Center?

Outdoor amphitheater/performing arts stage	45	17.1%
Plaza with water feature	89	33.8%
Passive green space	99	37.6%
Public art	16	6.1%
Other	14	5.3%
TOTAL	263	100.0%



8B

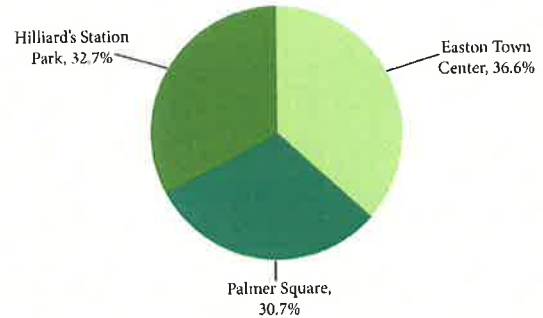
Of the services you checked above, which would be your priority?

See attached for full list of responses (please be advised that the formatting of the online survey only allowed responders to choose one option for Question 8A, and many of those surveyed noted this within their response).

9

Which image most closely depicts your ideal community space for Grove City's Town Center?

Easton Town Center	73	36.6%
Palmer Square	61	30.7%
Hilliard's Station Park	65	32.7%
TOTAL	199	100.0%



Easton Town Center



Palmer Square



Hilliard's Station Park

10

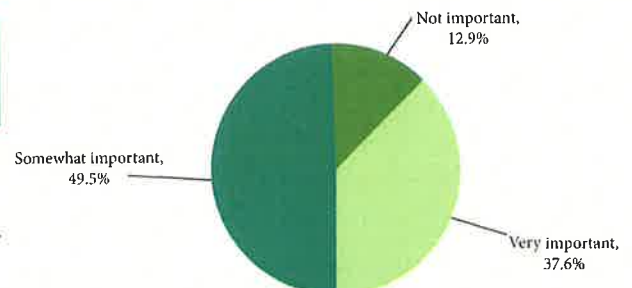
Which aspect(s) of the community space you chose influenced your selection?

See attached for full list of responses .

11

How important is it to you to have year-round outdoor spaces and recreation opportunities in the Town Center?

Very important	76	37.6%
Somewhat important	100	49.5%
Not important	26	12.9%
TOTAL	202	100.0%



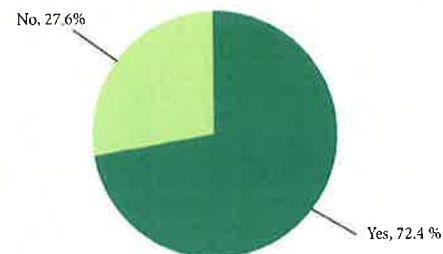
12 After viewing the Town Center Framework and Illustrative Vision Plan, what is your overall reaction?

See attached for full list of responses .

13 Do you feel the Plan represents the appropriate principles for redevelopment in the Town Center? Why?

Yes	110	72.4%
No	42	27.6%
TOTAL	152	100.0%

See attached for full list of responses to "Why?".



14 What aspects of the Town Center Framework and Illustrative Vision Plan do you feel will most improve the Town Center?

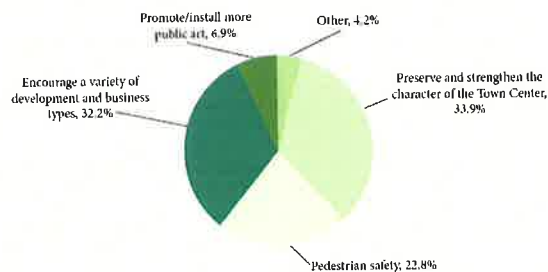
See attached for full list of responses .

15 What do you feel the Town Center Framework and Illustrative Vision Plan do not adequately address that would improve the Town Center?

See attached for full list of responses .

16A What objectives should the city prioritize as redevelopment occurs in the Town Center?

Preserve and strengthen the character of the Town Center	122	33.9%
Pedestrian safety	82	22.8%
Encourage a variety of development and business types	116	32.2%
Promote/install more public art	25	6.9%
Other	15	4.2%
TOTAL	360	100.0%



16B Of the objectives you checked above, which would be your priority and why?

See attached for full list of responses .



Question 7B: Of the services you checked above, which would be your top priority?

It only let me check one.	restaurants and retail, can only choose 1 above
Only let me pick one	Restaurants and entertainment
Parking	Restaurants that are good
parking	restaurants
Parking	Parking and vehicle traffic on Broadway.
Restaurants	Having a cohesive connection of retail&restaurants
Accessible public parking, for handicapped.	Community Space for Events Concerts all of above
Good restaurants with parking	Parking
Green space, parks	Parking and more dining options
Fine dining	Public parking , restaurants, open community space
Parking!	restaurants and retail
parking	restaurants and retail shopping
Stupid follow up(it only allowed one!!)	INDEPENDENT RESTAURANTS AND RETAIL- NOT CHAINS
Food	could only choose 1- would also choose open, retail
Restaurants	More restaurants, less alcohol based
could only mark 1, non-chain retail would be 2nd	Stores/restaurants need to stay open longer.
Restaurants	Please no more fast food restaurants like Popeyes
Can only check one, would like more retail as well	Specialty restaurants (non-chain)
we need more parking and green space	only 1 could be selected - not accurate
different restaurants with wider menu options	Retail then restaurants then open space
There has to be a good mix	Parking definitely, then restaurants and retail.
Diners cafe	Retail
Restaurants (it would only let me check one)	Restaurants
similar to Dublin's new riverside development	more stores clothing
Unique dining options	Restaurants
Community space	Restaurants
Library	More restaurants and retail, less realtors, insurance agents, etc.
Could only choose 1 also like retail and open space	Restaurants
Restaurants	restaurants
No more bars, we have enough!	Restaurants
Restaurants	Restaurants
Restaurants and Retail	Restaurants
Public /community	Restaurants and parking
7a would only accept one answer	retail
Parking garage	without parking you got nothing
can only check one...grocer would be a close 2nd	parking
Could only select one option	public parking
Restaurants and Macy's	more unique businesses
grocery Store for the local residents	restaurants
Restaurants & Retail	park space
It would only allow me to check one item in 7a.	open
parking, retail, restaurants	parking
restaurants	retail
restaurants	restaurants
Restaurants	Food

Question 8B: Of the services you checked above, which would be your priority?

Plaza	passive green space
Green space	Same "stupid" as above!);
Outdoor amphitheater	Outdoor Amphitheater
Plaza with water feature	Could only mark 1, public art would be 2nd
Same thing with only let me select one	Seating areas
Water play area with public art	amphitheater but children play area also
restaurants	park with play area for children a reason to come
water play area and fountain	Put the amphitheater in Beulah!
parking	Amphitheater
Water play area, plaza, green space	Plaza with water feature etc.
The above are not check boxes.	Fountains
Concert venue	Park
Passive green space	Plaza with water features
plaza for gathering, possibly a fountain	Open lawn, gardens
Water play area	Open Lawn
Same as above. Only allows me to pick 1 answer.	Outdoor amphitheater
Something to do with kids.	Again would only accept one answer
Plaza	Open space
Fountains with benches	only able to check one above...
Fountain	Plays concerts fountains
I like the concerts at the George Edge park .	small seating areas along Broadway
All of 8a sounds good	open space
Plaza	an open feeling to down town, not cramped.
Kid space	Same as 7b. Could only check one item.
Public stage	public art
plaza with water features	Green space
Top priority selected; public art second.	like the first 3, can only choose 1 above
public art as well	performance space - amphitheater/stage
Seating areas green spaces	Great evening lighting by lamp posts for safety
Amphitheatre	Green space and Plaza would be priority for me.
Arts stage	all of above
Water play area for family. Dining around	Amphitheater would be awesome
Seating areas with water feature	Green space
Green space would be fine if you upped your game	plaza with water features and outdoor amphitheater
Parking	Plaza with water features and gardens with art
1-Plaza, 2-Amphitheater, 3-Passive w/art	RESTFUL PLACES BUT LARGER THAN PRESENTLY THERE
Green spaces and seating	Water feature
Public art	Obstacles for older kids, like glacier ridge park
It's only letting us check one	Pass grn space public art. Could only select one.
Can only choose one	Movies and music on the weekend would be great!!
A First Friday type of event	only 1 could be checked - not an accurate survey
Water feature first, then green space.	Green space then public art
Water area	Both 7a & 8a only allowed me to check one box.
Green space with outdoor performing stage	Public Art
open green space with seating areas	arts and the ally
Open space	more city parks and green areas
Again it only let me check one.	Passive green space

Question 8B: Of the services you checked above, which would be your priority?

Only let me pick one	Passive Green space
colorful flower gardens	performing arts stage
Outdoor amphitheater	amphitheater
Only one feature could be selected.	rec center/pool
Gardens	water feature - not much for kids to do in TC
Outdoor amphitheater	water features
amphitheater at beulah, plaza with water feature in town center	performing arts stage
plaza with water feature	removal of utility poles
water feature/play area	outdoor amphitheater
performing arts	outdoor amphitheater
plaza	green space
green space	

Question 10: Which aspect(s) of the community space you chose influenced your selection?

Gathering space	I like that there's both green space and a fountain area for kids to play.
Green space	Easton seemed to combine the best of several different priorities - water space, green space, and a gathering space.
Water and nice area to walk	Feels like home
The trees, grass and water feature. Also how big and open the space is for lots of activities.	Shopping and variety restaurants
Water feature	The chess board is cool but my daughter would love the fountains
Mix of grass and brick with what looks like a nice restaurant in the back	It shows the most parking spaces.
Water play area, seating for parents, nice greenery surrounding. There should be something notable to take pictures with/post online with (e.g. public art, unique feature, etc.)	I like street parking for events
water feature/play area and outdoor restaurant seating	Kid play space
Grassy area with water	Green space with fountain
Open space Water	Open space. Can be multipurpose and allows a gather of community throughout the entire year. Allows for events, such as performing arts, music, our continuous space for farmers market, arts in the alley, boo on broadway, etc.
large shade trees and lawn with picnic tables. Add a water feature and or water play area and it would be grand.	Trees and picnic tables
green space for people to relax and enjoy area	trees and water features
Open space, walking/biking options, water	Community space is not has important as small grocery store and restaurants to keep people living downtown.
Open space no traffic	Green space and shade trees
Which do YOU think looks more appealing form a citizens view..Green space!	seating mixed-use
Trees and no flags	The look and things to do treat around
The others look like schools	Green. Inviting. Multi use.
Easton shows functionality while still providing a green space to rest.	Walkable
Seating with open views	open space and enough area for music, but also an area to relax in
open, lots of seating/gathering	The open, green space
Less buildings	No cars and plenty of space to congregate with friends
Available event space, invites community	Green
I see restaurants and green space, just add more seating tot he green space	Water feature
The water, its pretty and the kids can play in it during the summer months. It would bring me out for lunch more often with the kids.	Green space and the place for kids to run around

Question 10: Which aspect(s) of the community space you chose influenced your selection?

Combination of green space and useful areas.	nice open space but still some activities to do
all areas way to big need smaller areas	passive park.
Green space, Central gathering point	Fountain
I chose the Easton model because there is green space between the walkways with restaurants and shops surrounding the space, it's inviting. The other spaces have too much green or too much brick, the Easton model is a good balance of all three amenities. Downtown should be a place for entertainment, not recreation, it's not a soccer field/gym.	Open space with outdoor dining. Choices beyond pizza and bars. Dining like North Star would fit the community feel well. As well as a small but upscale restaurant. Bring some business back from German village.
I don't really want a town center like one of these at all but survey doesn't give that option. I would like grove city's to be unique with a mix of restaurants, services, and public offices along with a water play area near the library and no new roads to Broadway for traffic from Buelah so that it is a safe place for residents and their kids	Grass and water
Open space, lots of greenery	Attractive, seating, the building (restaurant??), water park, contemporary. Put a restaurant in that is unique, not chain. Offers organic options along with a chef inspired menu
I like the idea of a water feature and plaza. There is too much concrete in the Hilliard park. Palmer Square isn't bad, add a small fountain and I think it would look pretty good as well.	Trees
I like the open space in the center, but love the shade on the perimeter that can even cover the center area.	Clean design, water feature, wide walkways
Shade trees, home town, town square feel reminiscent of a New England commons area.	Ability to provide space for people and events
Surrounded by businesses and possibly residential. Also liked the water feature. The NJ one is also nice. Not a fan of the Hilliard space as much but don't hate it.	Large trees. Shade
Diversity	No brick, which creates too much heat in the summer
It has an open space but there is a water feature that children can come and play in. There is seating for people to relax. There are trees and flowers that make it inviting.	Openness, greenery, flowers, & water feature.
Nice character with mix of old and new. GC needs to bury utility lines to improve the character and charm as the area will never reach full potential aesthetically until that happens	Water park
I visit Easton a lot it has many things to offer from open space to shopping, restaurants and bars	Great blend of retail, green space and dining options many unique to the central Oh area
more trees and plants	Water features, looks like an impressive outdoor space.

Question 10: Which aspect(s) of the community space you chose influenced your selection?

Open lawn	I picked Easton because it offers both green space and activity (water fountain). I love columbus commons water space and park too.
Natural, and not a shopping mall	Central point for gathering/events, ample seating but still some green space/shrubbery/trees
The Easton image had multiple appealing characteristics: green lawn, trees, water feature, seating, paved walkways	Open space, green stuff, not cluttered, looks to be accessible to City Hall. Not crowded public space. The other two would best be developed at the new Beulah Park areas.
The combination of water features and green space	Fountains, restaurants, green space, and bike paths.
Openness of the area, places to sit and shop. The area look very nice.	The green space!!
open green spaces	The seating. Lots of room to gather with friends and family. Hilliard has done a good job with there downtown. Grove City is as well. It would be nice for more parking and dining options.
I like the idea of a fountain but also the open area of Hilliard	Seating accommodations from Hilliard I.e. Stone benches, benches with general layout like New Jersey I.e. Grassy areas with beautiful plantings of perennials. Good green space
Green grass	Shade trees, tables for picnics - eating food from local eateries.
Green space with parking around it.	picnic tables and gathering spots to eat and socialize with friends. Trees with shade for hot summer days along with small gardens.
like the green space, could use for anything	LARGE GREEN SPACE, LESS 'FORCED' LOOK TO THE TOWN . REMINISCENT OF A CHARMING NEW ENGLAND TOWN. FOCUS CAN BE IN GREEN SPACE BUT HAS MIX OF BUSINESS AND RESIDENCE SURROUNDING
A combination of fountains and seating. No child water features...have the kids go to the ymca.	Westerville Up Town. Best around. Public parking everywhere. I spend at least one day a week there.
green space	green spaces, trees, open
trees, green space	green space
Surfaces	I like the open greenery, shade, picnic tables - feels quaint and inviting, a place where people can genuinely gather. The other two photos are not as welcoming. Harsh sun and concrete in Hilliard; too corporate-ty looking at Easton. Palmer Square looks somewhat historic - not generic like the other two.
Nice hardscape, clear separation from traffic, some gardenscape	Fountains for the kids, less upkeep, more seating
green space and water	I like the green space with shade trees!! i like all the benches, picnic tables and things (chess board) for kids/teenagers/adults to do!!
the open space	The pretty landscaping
more grass/natural feel	#1

Question 10: Which aspect(s) of the community space you chose influenced your selection?

Big trees providing shade	The combination of green space, brick pavers, and the water feature. The other two were either all brick or all green space.
I work in Hilliard and have use this park many times. They have restaurants near by and bands play in this space. It is very nice. The water feature helps bring people to the park also. In Grove City I would like to see it be larger and have more green space with same water features.	Visual appeal but I can't really tell what is in this park
shopping combined with fountains and walkways has an upscale appearance	open, green
Green space, proximity to retail, restaurants, parking and entertainment. It's upscale but also provides a calming space in between the hustle and bustle.	green space - less concrete
Palmer Square or Hilliard Station park	It should include more trees and green space. The ones with more hardscape are not inviting. It should be smaller in scale to fit the development pattern of the Town Center.
water features	the open-ness and the matching floral pots and the close -ness of the buildings
has upscale appearance	aesthtics, walkways, water feature that could be used for play or not
none of them , be unique to what we need otherwise it will be an expensive failure	wid eattractive sidewalks, public seating, community building
green space	openness, lots of walking space
smaller scale but ideal for the community	

Question 12: After viewing the Town Center Framework and Illustrative Vision Plan, what is your overall reaction?

Somewhat satisfied	I'm cautiously optimistic.
Weak, doesn't address the quality of life for residents in the T.C. apartments, traffic congestion, air pollution, we don't need or want.	I think it is very nice - Grove City has been living in the 1950's for too long. I like the new brewery, cantina and hop yard - good additions to our sleepy downtown. Let's keep it going! ☺ Dublin's Bridge street has great restaurants, but it's all concrete and cold; our downtown is inviting and has warmth, we just need a few more new dining options
I like it. I like the idea of more residential buildings being built. You need people to live downtown to help attract and keep the businesses alive. The parks added are a nice touch along with the promenade.	Absolutely hate the additional road etc for Buelah area. Southwest Blvd and Demorest should be main area for entrance into Buelah development along with current access from Grant and Park. The Columbus extension and Plaza is a waste of money and the additional traffic will jeopardize library and town center patron. This extension is not beneficial
Looks good. Biggest complaint I hear is limited parking, but it really isn't that limited. Linking Beulah to the downtown area will be great.	Love the idea of having a one-stop place to eat, play and shop.
I think it would be a big step forward for the Town Center	Since I live in the area, I hope the construction is handled as unobtrusively as possible.
I love it. It is well thought out and will do Grove City proud.	Really need more choices of retail stores. I generally go to Easton or Polaris shopping and dining. It seems like all we have is steak and pizza and fast food.
Sounds good. I would have liked to see a new advanced play ground at the old library site but I know the Town Center needs more parking as well. I would like to see more of the old run down buildings/houses be redeveloped or demolished.	I would like more parking spaces. Comparing our Town Center to other local areas that are notorious for a lack of parking is not helpful.
It's good	Not sure
Too much housing/apartments and not enough public parking. With all the apartments, etc, I see traffic congestion.	Good, would be kinda nice to focus a little when you first enter GC, in the area by urban crest. Also road repair would be a nice option since I have grass growing in my street
as long as there is adequate parking it looks great. dying special events (arts in the alley, etc). finding parking is very frustrating	I like it
I really like all of the trees	Making steps to make downtown more inviting
All I see in your plan is "development", little about quality of life and preserving GC's low key approach. Green space is critical, and adding more apartments just means more congestion, and then you want to narrow streets and make it less car friendly. I don't see anywhere in the plan for a Krogers, etc for groceries, this means they need to drive.	Can't wait for growth! Appreciate comparative parking to other locations and re-routing truck traffic.
Too much housing	Great start
needs to be more cohesive and connected.	Look forward to much better parking.

Question 12: After viewing the Town Center Framework and Illustrative Vision Plan, what is your overall reaction?

I just hope you can keep the vehicle traffic down. ☹️ I would be great to have a small grocery store down here.	Keeping the character of our downtown is important. Keeping the old town feel while adding new development needs to mesh without looking out of place.
I think we need to clean up the homeless/drug abusers and pan handlers before we build on to grove city. This problem is making my wife and I to consider relocating.	We have plenty of green space and parks in this town. Downtown needs a small grocery store and more retail.
Concerned about what is going in directly behind my home. I live on Grant and a parking lot is not what I want to look at or hear the noise.	A Towne center with open green space, flowers, and shade trees will promote a park like setting inviting family activities such as taking a stroll along a paved path, afternoon picnics under a tree, listening to concerts, ice cream, etc.
Looks like a good plan. Like the plan to keep the unique small town feel to our downtown area but expand to attract and hold more business and visitors.	major loss of parking
very positive with the options being considered	Need parking
I like the addition of first street promenade and additional parking. As long as more restaurants are going to be added them I think it looks good. And i want real restaurants where you can have a night out and get a drink. Not another breakfast or lunch place that doesn't sell alcohol.	Positive. Though may need to time to review or listen to presentation. In general I support expanding old towns mixed use layout. Create distinct scenes depending on time of day. From brunch to lunch to wine and dine.
Looks fine. Is there a need for a Town Center redevelopment? I thought the changes were already made when the condos/apartments were opened, and the new library.	TC needs some improvement. Shopping which is JUST starting to get better. Restaurants are not very good on the whole. Visit some of the other communities to get an idea. I hate to have to leave GC to go shop and eat. And I'd love to invite friends, but to what?? Restaurants should have outdoor seating. Plaza with water park,
Not really impressed. I think we need to be working on the traffic issues and how there is not a dedicated L turn light for turning onto Grove City Road and onto Kingston from Broadway. The timing of the lights is not good either. Traffic is so bad and all this "development" is surely going to make it worse. Broadway is too narrow.	Interested
We need less chain restaurants and hotels, more natural parks and local restaurants.	Would like to see how it's implemented
Too many apartments. Removal of current parking spaces. Need more restaurant space.	Needs more work
Love if we do not pay more taxes	Great options, nice to get input from the locals to ensure you are planning to meet the needs of the people that would most likely be the people visiting the town center.
Needs a lot more thought and planning.	too much wasted space with all open space parks

Question 12: After viewing the Town Center Framework and Illustrative Vision Plan, what is your overall reaction?

Lacks attention to planning for traffic and parking.	Looks good to me. Hard to understand some of the diagrams though
Positive	Its a great idea that something is planned and input from the community is being asked for
Mediocre. Nothing stood out as amazing or beautiful... nothing special.	Positive!
looks a little disjointed	Whatever improvements are made to the Town Center, there still needs to be more parking.
My biggest concern is multi-family housing. We have enough in Grove City. Please keep it to single family homes! I'm concerned about the large empty lot on the corner of Lincoln & Grant. A small home was recently torn down. Please encourage a single family home to be built there.	Very nice ! With Beulah Park development coming soon and the walking paths leading to downtown it will be nice to spruce up downtown and lay foundation to support influx of additional people.
While no one will every fully agree on any plan, I think steps are being taken in the right direction. I am encouraged to see active thought being taken into keeping the Town Center something worth visiting. It is good for the community.	It's a nice concept. Need more mixed development
I appreciate the walkable design and green space.	Less focus needs to be placed in the appearance of the building and more emphasis needs to be put on the quality of the events being held in the town center. It doesn't matter what the building looks like if there are not activities being held that people want to attend.
I would love to have more reasons to visit the town center. I don't live far (Concord Lakes area) and we have rode our bikes down, which isn't the easiest down Grove City Road. But I'd love to have more reasons to spend more time there.	Still moving anywhere next year. No opinion
I am concerned about congestion, keeping the architectural integrity of our town center, overcrowding of multifamily housing in an area better suited for single-family, and the Columbus Street Extension and Plaza. I need to examine that specifically more closely.	We will need additional public parking and restaurants for this plan to work.
There is a lot of private property being repurposed. This is a 20 year vision. I like the idea of smaller apartment "complexes" with public space mixed in. Parking will always be an issue with people but I think you have plenty of parking.	Way too much business, traffic, and other congestion. Too much thought given to immediate needs of millennials and not enough thought given to current family needs or when they start having families in about 10 years. Too much congestion could create an ugly situation in about a decade after the initial payoff. We need long term investments.
I think as a community we are on the right path	My only concern is that Grove City is getting too big.
I like the Columbus St extension and the promenades	I think there is entirely too much parking depicted on the plan. I don't think the town center needs to have seas of parking.

Question 12: After viewing the Town Center Framework and Illustrative Vision Plan, what is your overall reaction?

I feel the city is going in the right direction to help the Town Center become a place where people want to come and visit but for the residents of Grove City it's place they want to come weekly or more. ☹️ The only thing I'd like to say is slow down on putting apartment in. It's ok to have them but slowly.	I like the plan. I think that some additional space for events (food trucks, bands, etc) would be good. Powell, OH has a decent layout and I believe Grove City has the potential for a better layout
I think a 2-3 story garage would be better than all the different lots, think Gahanna creekside area. Could put on the old library site.	I think it is fantastic!
It is very important to plan carefully and understand how the plan will impact current residents and business, as well as planning how to attract more people to the area. Grove City is growing quickly and there is a TON of opportunity here if we get it right. Just be careful not to gentrify our long time residents out of their homes/businesses	N/a
I found it confusing to look at. I didn't think it explained what things would look like after completed. I think the descriptions could have been better laid out.	Excited for town center growth and improvement
Love It	Like the connection to the new development. Want to make sure the area remains walkable. Want to assure that Farmers Market has space. Want to make sure that current businesses retain foot traffic so they can thrive.
I like the trees and grass	I like that the focus is not solely on one one type of development. GC is becoming too big of a city not to have the type of community space seen in areas like Dublin or Hilliard. We the town center to draw more people in to the city through shopping, dining, and activity space
I like the addition of more public parking. I would like to see more retail and restaurants and I think that's addressed by the mixed use spaces.	I would really like to see an open park area
Concern for parking and the existing downtown businesses ☹️ I was downtown and the brick wall on the corner at Columbus and Broadway makes access to the one business awkward.	Something needs done. Timely. Let's not talk and talk and talk and the. Have Ted Berry and others on city council slow the progress down or even worse stop the needed growth and progress. Please get something going. We're behind as it compares to other suburbs in central Ohio.
I'd like more for older kids, such as obstacle courses. I like the ideas, other than that. We need more restaurants, and not more alcohol based places that happen to also serve food.	I like it, its very nice

Question 12: After viewing the Town Center Framework and Illustrative Vision Plan, what is your overall reaction?

ONE ISSUE GC OBVIOUSLY HAD WAS A CODE THAT DIDN'T WORK, HENCE THE BUSINESSES IN 'FRONT YARDS' - GC HAS TO ENSURE THERE IS A CONNECTIVITY BUT NOT A FORCED ONE	Too many apartments being built around the entire town - we do not need every empty space to be either an apt or a warehouse - There is no parking and not all the apts are rented that we have - this framework leaves a lot to be desired and should be looked at again
like the mix-use additions with public parking feel it is heavily focused on one end of Broadway, think the old library location should be mix-use with more retail and dining options that flow parallel with Broadway all the way from the library to the planned area behind Plum winery.	I am pleased that the city is working to maintain the historic character of town center as it is developed. I'm also very pleased with the proposed additions of community spaces. Pedestrian and bicycle accessibility is important to me as well so I am glad that that is being taken into consideration.
positive, thoughtful	I am thoroughly impressed!! I absolutely love the vision. I love the much needed additional parking lots behind "Block N" since the parking around the library is inadequate, especially with the busy drink establishments, especially with Local Cantina. And the future businesses in Block N will be so nice since it is directly at Town Center&Beulah.
Please don't do what other suburbs are doing - big, hoity toity... Grove City is one of the most down to earth places in Columbus. I hope the Town Center reflects that.	The proposed uses are appropriate. Support the increased pedestrian connectivity and thoughtful design. It creates a much improved experience. I would be curious of the proposed building heights, particularly as the development transitions into the existing residential development.
Could be better. Sort of an elementary attempt to look nice. Building more retail won't fill the vacant. Give help to existing buildings in a way other than a low interest loan. Protect the existing businesses. Need more parking now especially ADA parking. Don't go by a code. Go by need. Try another plan.	Excited
Excited for things to come!! proud to call Grove City home!!	that looks cool/amazing/exquisite
It is hard to tell with this info. I would prefer it not to be a noisy place to visit, no more fast food restaurants and if you do retail, let's do stores that are more useful than those on Columbus Street. How about some nice retailers like Marshall's or restaurant's like Bravo or Marcella's upscale consignment store like Second Chance/Grandview.	positive. More parking, more residents living in the town center to be patrons to the businesses. I like the mixed use buildings on Broadway. Like the first street pedestrian walkway.
don't need apartments at the old library site. That is prime property. Put apartments on west side of railroad tracks.	my house is under the parking lot!
walkability	that there still needs to be a lot of discussion on the plans and need to get to specific details
parking is an issue	more thought; don't hurry

Question 12: After viewing the Town Center Framework and Illustrative Vision Plan, what is your overall reaction?

love the ideas, would love a Hilliard Station park concept somewhere (Block M or Block D would be great)	need more parking less apartments
would love to see the town center grow, but we are on Columbus St. in the historic district and the concepts continually show parking lots around us where old, historic houses are standing	everything seems to be focused strongly towards Beulah development and attracting residents in apartments
I feel like there isn't much of a plan at all right now. It is so much in the conceptual stage that everything is currently ambiguous.	disappointed
very concerned with the parking lot concepts that would affect 2 sides of my house that currently have nice old houses and green space. I undersand the need for parking, but don't think it is riht to affect the existing houses and their property value.	Everyone in this meeting tonight is opposed to apartments with good reason: surrounding property value drops, less parking, SWCS ODE report card is down, mobility is a direct factor in educational success.
existing roadways will not support the incrase in traffic that the apartments will produce	areas identified were correct, but I think there is much to still discuss
positive except for too much land being used for parking - use underground parking like Creekside	I think you're on the right track
we are unsure what this may bring for our company	It's a good vision but is lacking in addressing safety/aesthtics/infrastructure pertaining to the removal of utility poles/lines.
you need more private business to fund all this and bring in more dollards, not more short term residents, not more green spaces that absorb tax dollars and need constant maintenance	overall nice; parking is still an issue; traffic congestion and columbus/broadway

Question 13: Do you feel the Plan represents the appropriate principles for redevelopment in the Town Center? Why?

Yes. Space for families is important. We need more areas for communities to get together that you don't have to pay to enter. A place for all ages, and all stages of families to gather.	With more 'stuff' to do, there simply has to be more parking. It's not pretty but very necessary. Incorporating more food and play options will draw more crowds and hopefully with more crowds, more businesses will move in and boost our economy and give us all more to enjoy about the city.
Still don't feel it would be enough to accommodate the potential growth of the Grove City area.	It seems to. I've always enjoyed my town's rural qualities, so I hope it doesn't get too busy.
No	I am not sure.
I think that covers the needs	Again, it was clearly thought out.
Redeveloping old outdated things to be new, desirable, and usable features of the town center. That's what we need.	There is not enough parking spaces being incorporated into the plan.
Again, too much housing and not enough areas for families, couples, singles to "hang out". Town Center should be about bringing residents together in a sense of community. I do not agree with the plan due to the addition of housing/apartments. You need to work closely with current residents and businesses to develop appealing storefronts and housing because if you bring in new, the older will look even shabbier than it does now.	I just feel there is lack of parking. My biggest issue when there are any large events downtown which are almost monthly. You want us to come, but can supply adequate parking area. Especially for seniors. Not necessarily handicapped but has a hard time getting around.
See above- this reeks of a developer looking for money and justifying it.	Looks like the city is trying to give a mix of everything. Open space, space for restaurants and retail, and taking into accounting parking. I know there is a big push to make parking accessible and free to encourage folks to come into town from the community
Clean out the drug users and homeless people first	The plan maintains Grove City's charm.
Seems to be on the right track.	Seems we are more looking for parks and open spaces. We have no issues with festivals and events downtown.
Balance of use.	More things GC needs is an organic grocery store such as Trader Joe's. Also a bakery such as Nothing Bundt Cakes. More gourmet restaurant options.
I like the areas off Broadway for events and the pocket parks. I normally drive to downtown and walk to a place, parking isn't an issue unless there's a huge event, which isn't often. I really like what has been developing in downtown over the last couple years. It's great to see people walking their dogs or dining on a patio - this plan keeps with that movement and it will be exciting to see this continue!	Again the Columbus street extension is not something that will be a benefit to Grove City rather only a benefit to a few. The money earmarked for this would be better put to use in developing a common space (small park and water feature for example) in the town center that would be a benefit to all of Grove City
Needs more work nothing wrong with copying success (Easton)	Basically, it is an excellent start and a well thought out plan.

Question 13: Do you feel the Plan represents the appropriate principles for redevelopment in the Town Center? Why?

Utilization of a western corridor will keep a good flow and allow for spreading out the opportunities for businesses to grow without over commercializing the area.	Appears all visitors will have something to enjoy. This increases the likelihood of dollars spent
Seems well thought out and lays a vision for what we are getting	Yes but again would greatly help to hear presentation. Vs slides ibkine
Yes, it covers the main issues that keep people from visiting town center now.	It's only a start. People need to have reason to come to the town center and STAY a bit. Services and more 'Grove City' museums etc are not going to get people to TC. It will only take up valuable space. Retail and restaurants and plaza
Yes, some people like to keep the old and charming, but the fact is new can be charming if done correctly. A new vision means new growth and brings the town center into the future.	Overall, yes. I think the parking situation is blown out of proportion. I find it super easy to park and get to Town Center on all but the most busy of events (i.e. Homecoming, Arts in the Alley) - and even then it isn't that difficult to park and get to Town Center.
More green space is needed.	If you add more shopping and restaurants
You are not considering those of us who currently live in Beulah.	It expands the downtown all while trying to keep the neighborhood feel. Makes it more visitor/walking friendly.
new business/restaurants, open space/parks and more parking and traffic slow seems to be an important part of the plans	We need to expand further on our mixed use base we have now. That will require more residential even though there seems to be resistance. You need people to make this work and there is a demand.
Not focusing on what is needed. The town center is small and crappy. You need to get the roads and traffic figured out and then get businesses and restaurants that will attract the people. STOP building apartments and Old People homes that TAX our schools. We need HOUSES that contribute to everything via their taxes. The burden is getting to be too much and you are ultimately going to fail to "get" the population you desire.	You are making the Town Center an inviting place for residents and visitors to want to come. With the plan, you're making the Town Center a destination for everyone. ☐ ☐ When approving what businesses, restaurants, and retail shops be selective so there aren't too many of the same. Make a variety so that it will draw different groups of people.
Not sure of purpose and objective.	N
We need to update and stay current to attract people to our town	See above comments please. We need long term investments for education, housing, and jobs BEFORE another food joint, alcohol establishment, or short lived fad business.
no parking for events	Grove city is quickly losing some of it's small town appeal. All of the building is a little too much. Let's be grove city and not worry about being the next hilliard.
variety of business and retail	Opens up the area and takes foot traffic off of Broadway
Listening	I love that Grove City is striving toward a mixed use, livable, walkable Town Center and is working to create a cohesive plan with the adjacent Beulah property.
Great for the Baby Boomers that are getting up there in age	too much wasted space

Question 13: Do you feel the Plan represents the appropriate principles for redevelopment in the Town Center? Why?

Too many apartments. Removal of current parking spaces. Need more restaurant space.	While I like the idea of bringing people into the town center though businesses and apartments, it seems the plan devotes a lot of real estate to parking lots, which is concerning.
it seems thoughtful	yes. I think it has a good balance of retail and community space.
I believe you are trying to preserve the atmosphere but the proposed visual improvements need to be carefully checked to ensure they don't hamper existing businesses.	Provides green space and parking. Gives plan for the new development access.
Too much of the area is designated for apartment development. Enough is going on at the old race track. Should be enough to feed the downtown area. need more retail and dining with public parking so people want to visit, shop, and eat.	I like that the focus is not solely on broadway, but on also developing some of the surrounding streets and areas. I think that's necessary to grow in the way we need to.
I would add in potential opportunities for residents to feel connected as a community - what activities are envisioned?	Trying to add more amenities without making arrangements for more parking. Also, the traffic on Broadway is crazy. Would like to have traffic re-routed so more outdoor events can happen without all the noise from traffic and big trucks/semis.
Overall, it seems like a good plan. Grove City needs a park like glacier ridge, with more for older kids to do outdoors for free, like obstacles. Not like henceroth park. Obstacles like ninja warrior type.	Overall the plans look good and make sense. I am a little concerned about through traffic flow being slowed too much and creating a never ending traffic jam unless there is a clear alternate route for the north/south traffic on Harrisburg Pike.
To much retail and shopping. Add office space for start ups. More office space in general. How about a motel. How many events do we have in TC where participants are not residents. Moderate priced multi story would be nice. Look how far people have to drive for a room. Get people who are staying downtown while working then provide restaurants and retail they need. Residents living downtown do not have anything to stay there. Everything is over the freeway.	Not enough open space and detouring of car traffic..
Grove City has always been family oriented and I feel like "Family" is still the focus after viewing the three various plans.	we need more parking and more restaurants

mixed use w/commercial and residential	I feel like I don't have enough information to make a decision
the parking is too far away	yes we need parking, not random grassy spots that take more tax dollars
seems like the "plan" is there but have to remember what the effect is of what is going on	I think it's a step in the right direction
I think yes it is important	for parking

Question 13: Do you feel the Plan represents the appropriate principles for redevelopment in the Town Center? Why?

"kind of"	but, I don't want to see the Columbus street portion to lose the historic charm that is there in favor of new buildings and parking.
NO - Why do I need to come to the Town Center if it will just be more apartments and no places to enjoy..it should have unique shops and dining with services like the yoga we have	Yes and No. I will open up space for new things but some areas I could not tell what type of business would be going in that area. It looks like any areas that added parking spaces would be shared with businesses and or residential and not allow parking for people that want to come visit the area. If you allow apartment complex to share its spaces with the general public then there may not be enough parking for non residents?
Town Center has a great character that is walkable and quaint. The proposed plan builds upon what is existing and elevates it to another level.	It's not grand enough. It shows all we think we can get versus all that we want. Think bridge street, not main street.
the plan is to make the town better and its what we all want.	block C, not appropriate for the residential property that exists.
You should put more stores downtown	for buildings and open space
Yes, more restaurants and retail will attract even more to Town Center. As you know, parking will be the utmost importance as it is limited now. However, parking shouldn't be an issue since both Blocks M and N address this. Looks great!!	too many buildings and parking lots that I do not believe maintains the historic and small that fee that we are looking for.
everything seems to be leading to the Beulah development and not so much focused on Broadway and revamping the existing structures.	shows all elements
we need less apartments, more retail and green space	it does not address safety/aesthetics/infrastructure pertaining to the removal of utility poles/lines along the Broadway corridor
"almost"	

Question 14: What aspects of the Town Center Framework and Illustrative Vision Plan do you feel will most improve the Town Center?

Family space	Community space and involvement
Gathering space	Columbus Street Extension
None of it	Grocery store and retail
Residential buildings. Need people to live and support the town center. Once people are there more things can be developed and open up. That would make it worth my time to come to the town center more often instead of taking an Uber to Short North.	I like the idea of having a place that can be blocked off for events like the Arts in the Alley, Farmer's Market and Bourbon Fest.
Parking and further developing the side streets. IF you could ever reroute truck traffic that would be a HUGE improvement. It is miserable with the amount of 18 wheel trucks speeding well over 35 MPH past my house on a daily basis. I'd never let a child stand even on the sidewalk.	Definitely more upscale restaurants and buildings that exudes a Hallmark Movie feel.
A nice restaurant such as Cimi	Parking
Easy parking	Mixed use development. Adding small supermarket, unique from Kroger. Trader Joe for example would be a strong addition
Better walkability to neighborhoods, more retail and restaurant spaces with parking lots, new outdoor public attraction such as water play area.	Above.
Traffic flow alleviation	Intended traffic flow, vehicular and pedestrian
Additional retail and greenspace to socialize.	Shops and retail
More commercial sites particularly some good restaurants.	Convenient parking and attractive space.
parking and traffic flow	I'm not sure
Maybe more community space, not sure how more apartments make downtown GC feel more inviting.	Better parking, lower car and truck traffic.
None	Anything at this point
Parking and greenspaces is a must.	see above
Open space.	Eliminating truck traffic through town, more seating.
More parking is a plus! I like how events can be held in different areas of downtown, expanding off Broadway. The plazas and patio spaces will be a great addition, the open spaces in block M, green space in blocks D and L. What is the deal with the parking meters by the brewery? Those are a bit ridiculous.	Parking and redevelopment of surrounding areas.
The public off street parking places as well as the 1st street promenade.	parking and traffic flow, especially getting the trucks to avoid the area.
Expanding it, more walking area and more access	More parking and more walkable
Plaza for walking with no cars.	Additional accessible (handicapped) parking.
Connection to the Beulah Park communities.	Divert truck traffic off of Broadway.
I'd like to see more little Boutiques like Grace 62	Restaurant and green space

Question 14: What aspects of the Town Center Framework and Illustrative Vision Plan do you feel will most improve the Town Center?

Creating some open space for the community with a performance area to host events, music, etc. more effectively than the little pavilion we have now.	some kind of draw other than bars and drinking
More restaurants and parking	attract more traffic
More parking for activities in the town center.	Food,,,Fun....Family..Fountain
Green space and commercial space.	Some additional retail / restaurant space
Complete development of the downtown areas and extension of the small parks seating areas that currently exist.	Careful planning of walkable/bicycling areas for access to Town Center. And maintaining of green space.
The section next to the library, behind the Local Cantina which would offer more parking and retail opportunities. I like the idea of the promenade as well as it expands the community feel of the downtown area.	I really like the first picture with the water and tables with umbrellas for people to sit outside and eat. Very inviting.
The addition of mix-use space for retail and dining.	Pursuing national landmark status, reviewing an alternate route for truck traffic to bypass the Town Center, creating a Street Tree Master Plan
More family friendly restaurants, especially if you plan to have parks and a play fountain.	Redevelopment of the Columbus St. block and funeral home property.
Pedestrian only streets and park space. Try a interactive park with lights and soft sounds. Unique seating. Swing seating. Art seating. Have parking close to park areas. Parks don't have to be large, make them unique and inviting. Also in the parks, add shade seating.	Restaurants and retail. People love to eat and shop. This is what draws me to other towns and I know it would do the same for Grove City. Just as long as there is a variety and unusual ones.
More green space with shade trees. Benches and picnic tables for families and the older members of our community to use>	Better connected with more mixed development.
stated in #12	The plaza would be beneficial for seating
The walkability and pedestrian connections. The additional open spaces and green way improve your experience in the area. It is a needed contrast from the built environment and the auto oriented areas.	Adding green space with seating
The vision as described in Blocks M and N as it is in the heart of Town Center.	Dont sell our town center or surrounding areas to developers while your calling it progress.
more restraunts, more shoppes, and less relator bussinesses	The additional retail/commercial space
Shops and resturants	Preservation of the unique characteristics of our downtown.
the heartland painting	N/a
walkable w/ green spaces and additional parking opportunities	Expansion from Broadway
The restaurant/retail space and increased pedestrian paths	No one component stands out as most important.

Question 14: What aspects of the Town Center Framework and Illustrative Vision Plan do you feel will most improve the Town Center?

parking spaces	Bringing in people to live and shop in the town Center
green space	More restaurants and an amphetheater
apartments	The connection to new development with walking paths to connect new and old downtown.
retail, restaurants	Enticing people to spend more time in the Town Center is great
development of business & green space	The plans to make the area more walkable. I also think the addition of more seating areas and trees along streets will be very beneficial.
realigning the buildings and more parking	Better restaurants, bars and public spaces
the part that's missing - the removal of utility poles/lines along the Broadway corridor	need more shopping and restaurants to bring people downtown.
more overall traffic	promenade, streetscaping. Develop 5/3 building
working on the flow of the streets and sidewalks	the parking and green spaces
promenade	I like the First Street promenade
park space, bike lanes (dedicated)	adding more business to attract more people downtown. The area currently does not have enough to do.

Question 15: What do you feel the Town Center Framework and Illustrative Vision Plan do not adequately address that would improve the Town Center?

Paid parking	Better traffic flow, less traffic lights so that traffic doesn't backup into other lanes, add turn lane lights. Add decorative sidewalk railings in high traffic areas.
Still not enough to accommodate the Growth of the city	No comment
Dedicated bike lanes, parking garage next to the library, park area between civic and voeller.	Limit more businesses-that won't keep people in the TC. Get away from the "bedroom community". We can be more than that. It would be great to have outdoor activities in the TC if there is room. And year round.
Truck traffic. It is a thought it appears with no actionable plan.	Not applicable
Are there bike racks to lock up a bike?	Not sure
Getting rid of some of the old run down buildings/houses. The old Beulah neighborhood era buildings etc. are an eye sore when you have the new library and Broadway Station apartments looking great.	N/a
Too much office, professional,	Looks good.
Parking. Sprucing up what is already there. Coming up with architectural details that coordinate.	Parking will be one that needs to be addressed
none	see above
Outdoor restaurant seating which allows dogs	The current size of Broadway and other roads.
Curious about the bullet points referring to reducing regulations and making GC more business friendly. Typically that means less emphasis on quality of life and environmental needs. Like to see more words around those bullet points.	Not sure
More restaurants	more organized activities and festivals to bring people to the area
Traffic flow still seems unchecked. Parking seems to be limited, as well as greenspace and family friendly activities.	Unsure what plans are for commercial spaces but we need more restaurants
Less accommodation for cars through towns center and more walk ability.	Traffic. What businesses you are going to attract. If there is not an easy way in and out of the "town center", you are not going to attract the businesses that you need. You need to make sure the infrastructure is there FIRST and then plan around it. Broadway is so narrow & the timing of the lights SUCK.
I think it has a good mix of everything.	Not sure we need Year round concerts or sports
Additional reasons to go to town center. Services and restaurants are needed.	public parking
Can we get some more stores rather than 47 barbers and antique stores? A high end food market would be cool.	Noise....idiot acting out

Question 15: What do you feel the Town Center Framework and Illustrative Vision Plan do not adequately address that would improve the Town Center?

Will this keep the small town quality or make GC just another competitive little suburb?	Not enough parking and too many apartments!
Parking spaces	More retail space while keeping the small town feeling
What type of stores and restaurants are we talking about?	Overall I think it is a plan that heads the right direction. I'd like to see emphasis on walkable/bicycle access prioritized over parking. Also note - that bike paths all around grove city would need expanded/improved to help people safely bike to the Town Center.
I'm not sure there is much here to entice families with young children.	I would like to see funds allocated to assist in the beautification of the west side of RT. 62 (Beulah Park) even for private residents to make it more of a walking, biking community that preserves the original intent of the founders and developers of Grove City
Not sure	It's always a struggle to find something that will attract and entertain tweens and teens.
I like that there is a lot of parking, but how often will all of it be needed?	Need to increase appearance by burying all utilities
Too many apartments	Public art space would be a misuse of money as these types of things are not what will draw in visitors.
Again parking. Maybe a parking garage like in Grandview Yard area dedicated for town center events and businesses. Not shared with apartment residents. Most people arrive at the town center events by car and if you have to drive around for 30 minutes looking for a parking spot they may leave the area and not attend the event.	Parking
More green space versus parking. If the idea is to make the town center more walk-able, then adding an exorbitant amount of parking spaces is asinine.	Safety
Looking closely at the public parking requirements to ensure access to the center without losing the events that make downtown fun and community oriented, i.e. Arts in the Alley, Downtown Market, Boo on Broadway, etc.	N/A
What are the envisioned touchpoints for residents to mingle, get to know each other, do things together?	N/a
Places for older kids to have fun.	Parking garage would free up more space for future development
Not sure.	Again, does not address the noise and traffic issue
idk	parking could still be an issue
No more bars or Brewry houses and make sure there is sufficient free parking	more business to support all residences being approved for area

Question 15: What do you feel the Town Center Framework and Illustrative Vision Plan do not adequately address that would improve the Town Center?

Free parking garage. Move the police department and museum to the library space. Oh how about this, build a parking garage on the library lot. Build a residential building on arbutris to block it.	I always wonder "where will people walk for groceries" when I imagine those who might want to live in a walkable mixed use area such as this, but perhaps I weigh that with too much importance. I'd love to see an increased variety of dining options as part of the attracted business.
Parking issues!! grove city has lost lot of free parking when the Apartments/condo's were built behind City Hall. Also, we lost a lot of parking when the new library was built.	additional parking & increased connectivity
We need a park like the Hilliard Station - that should be where the old library was - not more apartments -	I would just want to make sure the parking is sufficient, whether a parking garage is needed or the parking lots are enough.
I like it	the parking and residential areas. You started saying that you want the town center so people can walk to it from Beulah Park and other areas, but you want to put housing (apts) and parking up.
I think the town could become more exciting with more events	overall traffic (vehicle congestion), hardware store, small footprint grocery store
where would the large community events be located on the plan? Doesn't seem to be a large enough area for arts in the alley (for example) off Broadway	underground parking
get the semi's off of broadway	that there may be people who are not long term citizens to Grove City
parking for residential units would take away from public parking	how to preserve the charm of the historic district/columbus st area
community space	unfortunately, its really hard to tell right now
parking	the removal of utility poles/lines along the broadway corridor
condoes rather than apartments	shortage of parking
parking	possibilities of lots of apartments, not focusing on creating more local, private owned industry
the parking	

Question 16B: Of the objectives you checked above, which would be your priority and why?

Preserve the feel of old town center. It is a unique area among an array of other modern cities. I would love to keep the small town feel in that area.	The character of the town center is important but it doesn't really matter what it looks like if no one goes there and there's nothing for anyone to do. Add some more variety of stores and restaurants all while keeping some of the character and feel we're used to.
Strengthen	Preserve our character as a small town.
Art as it addresses the quality of life for area residents	As answered previously we really need a variety of restaurants.
Safety and keep the small town feel.	Additional parking spaces or a parking garage.
Pedestrian safety. Once trucks get past the downtown area by Broadway cleaners its extreme speed to the point it shakes people's houses past Kingston. I've never seen a trucker pulled over for speeding, only the few speed traps they have set up a few evenings around Local Cantina.	Must keep the "old feel" of town center. The new library is nice, but lacks town center feel
I think more variety will bring more people to the Town Center	I would like to see more businesses down there, a nice upscale restaurant and more gift shops like Farm Table and DApple and Dun
Pedestrian safety	Encourage a variety of development and business types. Having too similar of businesses and development can be boring and people won't want to visit very long
Other - the investment offices, lawyers, bankers, mortgage lending centers, etc. are just taking up valuable space in the town center. No one coming to the town center uses them or cares about them. They do not add anything to visitors or make the town center more attractive. Move them somewhere else and put something usable in those spaces.	Second choice is a variety of business types.
Variety of business, less professional/office	Grocery store and retail
Preserve and strengthen the character of Town Center	Preserving the history of our town and accentuating the historical buildings with lighting.
traffic flow and pedestrian safety	Business. to increase monies for the community. it would be great if a side effect of a busy town center allowed fire lower residential taxes
Safety, always	Combination of safety and mixed businesses. Find the right balance between old town atmosphere and enough to do.
Just picked one- says it all	All of them can be done together
Why do we need public art?	#1
Strengthen the character of town center. We seem to be close, but it's still not the correct mix for us.	Encourage a variety of development and business types, without this the project will simply be an expensive monument to wastefulness.
More restaurants, less shops - never see anyone in the shops, but the food places are packed.	Variety is always a good thing
I think they are all important and warrant consideration.	Both. You won't need to worry about pedestrian traffic if you don't have a variety of businesses.

Question 16B: Of the objectives you checked above, which would be your priority and why?

Mixed use is the key.	Preserving the character because our history is important.
Pedestrian safety. That kind of went out the window when the library was moved to its current location and this plan continues that trend. Adding a new section of road to bring even more traffic into town center is insane.	You have to draw people to visit town center, you must have something there to draw them such as retail.
I want to see more local restaurants and shops while preserving and even amplifying the character of the town center. Recently my husband & I have driven to Westerville for their downtown shops and eateries. We've gone to Canal Winchester, Lancaster, Tipp City. We love small towns with shops and restaurants. We need more in GC!	I think this will bring more people to the town center
Stringtown rd can stand to have more restaurants and businesses but I believe that it is important to keep the character of the Town Center intact.	Stringtown is for chains. I'd like to keep the authentic feel and character of downtown.
More retail businesses to spend more time in the area	Build with the idea that building on what the town center has now and bring it into the future
Preserve and strengthen the character of the Town Center	It would be a shame to tear down our historic buildings
Small historical	Preserve the character
Variety	more development of business and restaurants
Preserve and strengthen the character of the Town Center. It's taken many years to get it to where it is today so don't ruin what has been started. I'd also like to see you bring the business owners of the Town Center and ask their advice and how you can continue to help them.	Restaurants because they make downtown a destination for people to spend a night out down there. Grandview is a good example.
Maintain the historic buildings and ensure new buildings and developments maintain the feel of that area.	The town center has the potential to be a tremendous destination for gathering and entertainment. To look to the past for inspiration is ridiculous - there is not a past history of the town center to consider. The place has been a farce until the past 5 years or so. Nobody went there! Look to the future!
A greater variety of businesses and restaurants needs to be brought in.	Obviously TRAFFIC.
Because that's what makes money flow, and that's all any city cares about	Safety
Preserve and strengthen the character of the Town Center	encourage a variety of development and business types
The city has not proven ability to handle traffic safety and congestion that comes with extensive development.	#1 Preserve GC History
variety of development	Need to allow safe walking and biking
variety of development	Businesses such as retail and restaurants.

Question 16B: Of the objectives you checked above, which would be your priority and why?

Preserve and strengthen the character of the Town Center	Preservation of the small town atmosphere that drew us to Grove City in the first place. Remember how you achieved best Hometown designation.
Encourage development. One of Grove City's biggest issues in attracting younger crowds is that the availability of retail and restaurants is extremely limited. Most restaurants are chains over off of Stringtown. Bringing in more space will allow more specialized eateries.	Encourage a variety of development and business types. The Town Center should be a business centric area that is an alternative for small businesses instead of Stringtown Road as well as a community center for events. I'm not happy with the emphasis on apartments.
Stability of small town appeal is vital. Enough with development and retail.	encourage and promote a variety of development and business types with less overpriced apartments. Get the restaurants and nightlife going to continue to draw in the local crowds with an improvement in public parking. The last priority should be apartments. Going to price the locals out of their own neighborhoods.
Variety of development	PRESERVE CHARACTER- USE HISTORIC BUILDINGS TO HELP CREATE A 'WARMER' FEELING. FOR INSTANCE, PERHAPS THE LUMBER YARD COULD HAVE BEEN DEVELOPED INCORPORATING SOME BUILDINGS AS ADJUNCTS (THOUGH DON'T KNOW THEIR CONDITIONS) BUSINESSES SHOULD BE INDEPENDENTS NOT CHAIN- WE WANT TO HAVE OUR OWN CHARACTER
Preservation and strengthening the character of the Town Center Area	Preserve and strengthen the character... Grove City has its own distinct character, and I would hate to see its growing town center change its essential character to try to be overly cool, trendy, or hip.
Preserve, Development, Pedestrian.	More for older kids. Also, you need to revamp the rest of Broadway to the freeway. You want to make it nice leading to town center, but all we keep getting down there are vaping, tobacco, and cash advance places. It's an unsafe area with nothing that will make it better. Those places will only make it worse. Very, very poor choices.
to encourage development, because without more development, we will be at a stand still and cannot compete with more attractive suburbs. A lot of residents go outside of grove city to shop and dine, which could be reduced if more options were available in a walkable area.	Everything I mentioned. I have more if anyone cares. Ps move the museum to the library site also. Demolish the museum for an office building and ADA parking.
Preserve and improve. Brining in nice restaurants and shopping, would be a good improvement. Some of the existing buildings appear to need some improvements. The additions of the library and local Cantina was really nice. need more restaurants like the cantina.	Useful entertainment and better retail than already here. I know we do not fit the income demographics for some retailers but Grove City can easily support nicer restaurants and retailers. Just show them Martha's Wood area, Pinnacle, Hoover Crossing and drive them down Buckeye Parkway. I know you can convince them.
town center character	variety of businesses - drive interest/business

Question 16B: Of the objectives you checked above, which would be your priority and why?

See comments above	Small town feel and family oriented community need to remain priority!!
Variety of development and business types.	more grassy areas
Maintaining the character and pedestrian accessibility are the most important to me.	preserving & strengthening the character of the Town Center
Having a good mix of businesses, restaurants and entertainment is very important. Housing development needs to be high quality and have adequate separation from the businesses so residents are able to have a little peace and quiet!	Preserving and strengthening of the character. That is key, because there is a lot to work with now. The plan pushes the area forward in a great way that builds upon the existing.
Restaurants and entertainment with parking. Lots of green space and year round accommodations.	making the town more enriched and safe and full of character & preserve the character of the town
Preserve and strengthen the character of Town Center	More stores and restaurants my parents take us downtown for shopping and eating
All of the Above seem to go together quite well	preserve and strengthen the character of the Town center
other: maintaining the feel of downtown GC	preserve and strengthen the character of the Town center
public art, green space	more businesses is what is going to attract people to the area
variety we have many drugstore	pedestrian safety
crosswalks east and west, Columbus St., Park St., needs more time to cross	preserve and strengthen the character of the Town center
preserve/strengthen the character its part of what I love about where I live and why I bought a house in this area	preserve and strengthen the character of the Town center. Keep some of the family businesses.
business growth	would like to see more retail
obviously people need to be safe, but there is absolutely needs to be more business in the area	more businesses/restaurants would bring more people to town
encourage more and specifically unique business	safety, aesthetics, more room on sidewalks for pedestrians.
Encourage a variety of development and business types. Creates traffic and customers for business	all

Question 17: If you could describe the existing character of the Town Center in one word, what would it be?

Word	Frequency	Percentage of Responses
Quaint	14	11%
Charming	7	6%
Improving	5	4%
Comfortable	4	3%
Lacking	4	3%
Boring	4	3%
Bland	4	3%
Cute	3	2%
Home	3	2%
Hometown	2	2%
Incomplete	2	2%
Walkable	2	2%
Changing	2	2%
Historic	2	2%
Classic	2	2%
Small	2	2%
Dated	2	2%
Nice	2	2%
Character	2	2%
Inviting	2	2%
Friendly	2	2%
Lacking	2	2%
Small Town Feel	1	1%
Nonfunctional	1	1%
Transitioning	1	1%
Unattractive	1	1%
Satisfactory	1	1%
Dilapidated	1	1%
Historical	1	1%
Disjointed	1	1%
Unrealized	1	1%
Depressing	1	1%
Antiquated	1	1%
Can't	1	1%
Small town	1	1%
Potential	1	1%
Undefined	1	1%
MISHMASH	1	1%
Lethargic	1	1%
Authentic	1	1%
Community	1	1%
Desperate	1	1%
Personal	1	1%

Question 17: If you could describe the existing character of the Town Center in one word, what would it be?

Word	Frequency	Percentage of Responses
Heritage	1	1%
Mediocre	1	1%
Relaxing	1	1%
Outdated	1	1%
Run-down	1	1%
Business	1	1%
Adequate	1	1%
Growing	1	1%
sleepy	1	1%
Rustic	1	1%
Sparse	1	1%
Crappy	1	1%
Plain	1	1%
Tired	1	1%
Charm	1	1%
Comfy	1	1%
quiet	1	1%
Cool	1	1%
Dull	1	1%
Cars	1	1%
Lame	1	1%
Blah	1	1%
cute	1	1%
DULL	1	1%
Old	1	1%
Work-In-Progress	1	1%
Cluttered	1	1%
Historic	1	1%
Pavement	1	1%
Covered	1	1%
Empty	1	1%

TOTAL 126 1

Question 18: If you could describe your ideal character of the Town Center in one word, what would it be?

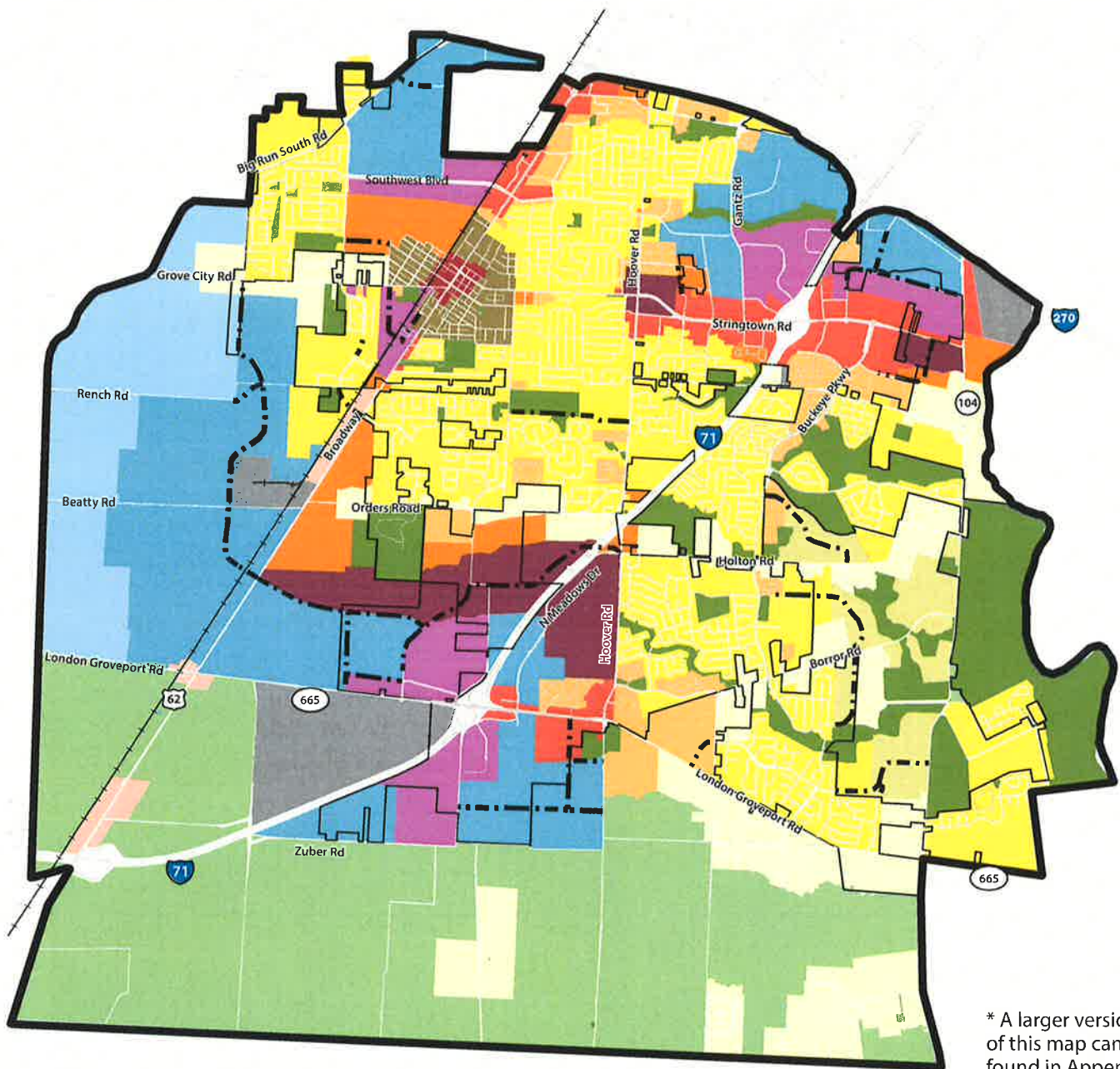
Word	Frequency	Percentage of Responses
Charming	10	7%
Vibrant	7	5%
Exciting	6	4%
Inviting	5	4%
Quaint	5	4%
Welcoming	4	3%
Green	4	3%
Community	4	3%
Friendly	4	3%
Historical	4	3%
Family	4	3%
Authentic	3	2%
Walkable	3	2%
Variety	3	2%
Lively	3	2%
Modern	3	2%
Active	3	2%
Enjoyable	2	1%
Amazing	2	1%
Classy	2	1%
Happy	2	1%
Thriving	2	1%
Destination	2	1%
Hometown	2	1%
Busy	2	1%
Home	2	1%
Aesthetically Improved	1	1%
Modern Day Classic	1	1%
Vibrant Activity	1	1%
Mini Short North	1	1%
Small Town Feel	1	1%
Home Town Feel	1	1%
Old Fashioned	1	1%
Old Buildings	1	1%
Contemporary	1	1%
Car Friendly	1	1%
Pet Friendly	1	1%
Tranquility	1	1%
picturesque	1	1%
Innovative	1	1%
Attractive	1	1%
Accessible	1	1%
Energizing	1	1%

Question 18: If you could describe your ideal character of the Town Center in one word, what would it be?

Word	Frequency	Percentage of Responses
Old-Charm	1	1%
Inclusive	1	1%
welcoming	1	1%
Beautiful	1	1%
Confident	1	1%
Appealing	1	1%
Cohesive	1	1%
Bustling	1	1%
Eclectic	1	1%
friendly	1	1%
Business	1	1%
Eventful	1	1%
Diverse	1	1%
Booming	1	1%
Awesome	1	1%
Growing	1	1%
Stylish	1	1%
Classic	1	1%
Unique	1	1%
Charm	1	1%
Quiet	1	1%
Alive	1	1%
Open	1	1%
Safe	1	1%
Fun	1	1%
Uncluttered	1	1%
Oriented	1	1%
Hipster	1	1%
Upscale	1	1%

TOTAL

139



* A larger version of this map can be found in Appendix B.

Future Land Use and Character



TOWN CENTER CORE

Grove City's Town Center is its historic, civic and cultural core. Buildings are located very close to one another and in some cases are adjoined. Streets accommodate moderate traffic at slow speeds, include on-street parking and feature amenities for pedestrians such as wide sidewalks, street trees and benches. Street pattern is a grid with short blocks and frequent intersections.

BUILDING BLOCKS

Height Range	2-5 stories
Building Form	Variety of building types and sizes clustered and grouped.
Building Setback	0-10 feet (generally consistent within a block)
Streets	Small, grid-like blocks with a streetscape designed to encourage pedestrian activity
Transportation	Walking, biking, transit, automobile
Parking	Shared parking areas located behind buildings. Structured parking incorporated into infill mixed-use projects, on-street parking.
Open Space	Plazas, pocket parks, public realm acts as public space. Wide sidewalks, street trees, benches.

PRIMARY USES

- Office
- Commercial
- Multi-family residential
- Vertical mixed-use (commercial first floor, office or residential above)

SECONDARY USES

- Civic
- Institutional
- Parks and open space

EXAMPLE PATTERN



EXAMPLE CHARACTER



MIXED USE EMPLOYMENT CENTER

Mixed Use Employment Centers are large-scale activity centers that integrate places to work, shop and live in a walkable pattern. These centers should emphasize employment uses with secondary residential and commercial. Multi-story mixed-use buildings are located close together and near the street. Large floorplate buildings may support uses that serve the broader community and region.

BUILDING BLOCKS

Height Range	2-7 stories
Building Form	Large floorplate buildings with commercial/office on first floor; office/residential above.
Building Setback	Minimal setback, 0-20 feet
Streets	Small, grid-like blocks, may include alleys.
Transportation	Access to transit, walkways, bike paths and automobiles. Sidewalks connect various aspects of the development.
Parking	Shared parking areas located behind buildings. Structured parking incorporated into infill mixed-use projects, on-street parking.
Open Space	Plazas, "green infrastructure" and shared parks act as highlights of area and amenities for employees, patrons and residents.

PRIMARY USES

- Office (and Medical)
- Research & development

SECONDARY USES

- Commercial
- Institutional
- Live/work units
- Multi-family residential
- Civic
- Parks and open space

EXAMPLE PATTERN



EXAMPLE CHARACTER





AVENUE

Two- to four-lane thoroughfares that balance mobility with access to local development at the neighborhood level. May function as an arterial or collector, but generally at low to moderate speeds. Characterized by wide sidewalks (scaled to the surrounding land uses) and off-street bicycle facilities. May have on-street parking and transit stops in some contexts.

Functional Classification: Minor Arterial/Collector
Examples: Hoover Road, Grove City Road, Columbus Street
Typical Section: 2-4 travel lanes



MAIN STREET

A subset of the avenue type that represents a corridor that transitions from an arterial thoroughfare (US Highway 62) to the Town Center. On the main street, low traffic speeds, bicycle and pedestrian comfort are paramount, as the priority should be on pedestrian comfort over the conveyance of vehicular traffic. Pedestrian amenities including wide sidewalks, seating and lighting are common.

Functional Classification: Arterial
Examples: Broadway in Town Center
Typical Section: 2-4 travel lanes



NEIGHBORHOOD CONNECTOR

A subset of the avenue type that connects neighborhoods and tends to carry less vehicular traffic than other types of avenues. Connects to avenues and boulevards.

Functional Classification: Collector
Example: Parlin Drive, Kingston Avenue
Typical Section: 2-3 travel lanes



STREET

Local, slow-movement street. Can be urban (with alleys) or suburban including many streets in subdivided neighborhoods. Includes both public and private streets. On-street parking.

Functional Classification: Local
Example: Neighborhood streets
Typical Section: 2 travel lanes



RURAL ROAD

A road outside of the City serving a range of traffic levels in a country setting. May function as an arterial, collector or local route, but with a range of speeds. These roads are expected to retain rural character over the horizon of this plan. Curb and gutters vary/optional.

Functional Classification: Any
Example: Borror Road
Typical Section: 2-3 travel lanes



VISION & GOALS

The plan's goals and vision are based on the Town Center's strengths, weaknesses, opportunities, and threats. They seek to maintain and develop the area's competitive advantage.

No other place in Grove City offers the same connection to the past; few places in Central Ohio can. The vision embraces this authentic heritage while aspiring to new spaces and places for people. In turn, people bring added vibrancy, where the experience of the Town Center is not just a memory, but a part of our daily lives.

PLAN VISION

Grove City's old Town Center, the nostalgic heart of the community, is one of the great urban neighborhoods in Central Ohio, a walkable, mixed-use and vibrant place with a civic flavor, where people live, work, shop and play—a place that is a draw for people from far and wide to visit and experience.

PLAN GOALS

1. Maintain Historic Town Center character

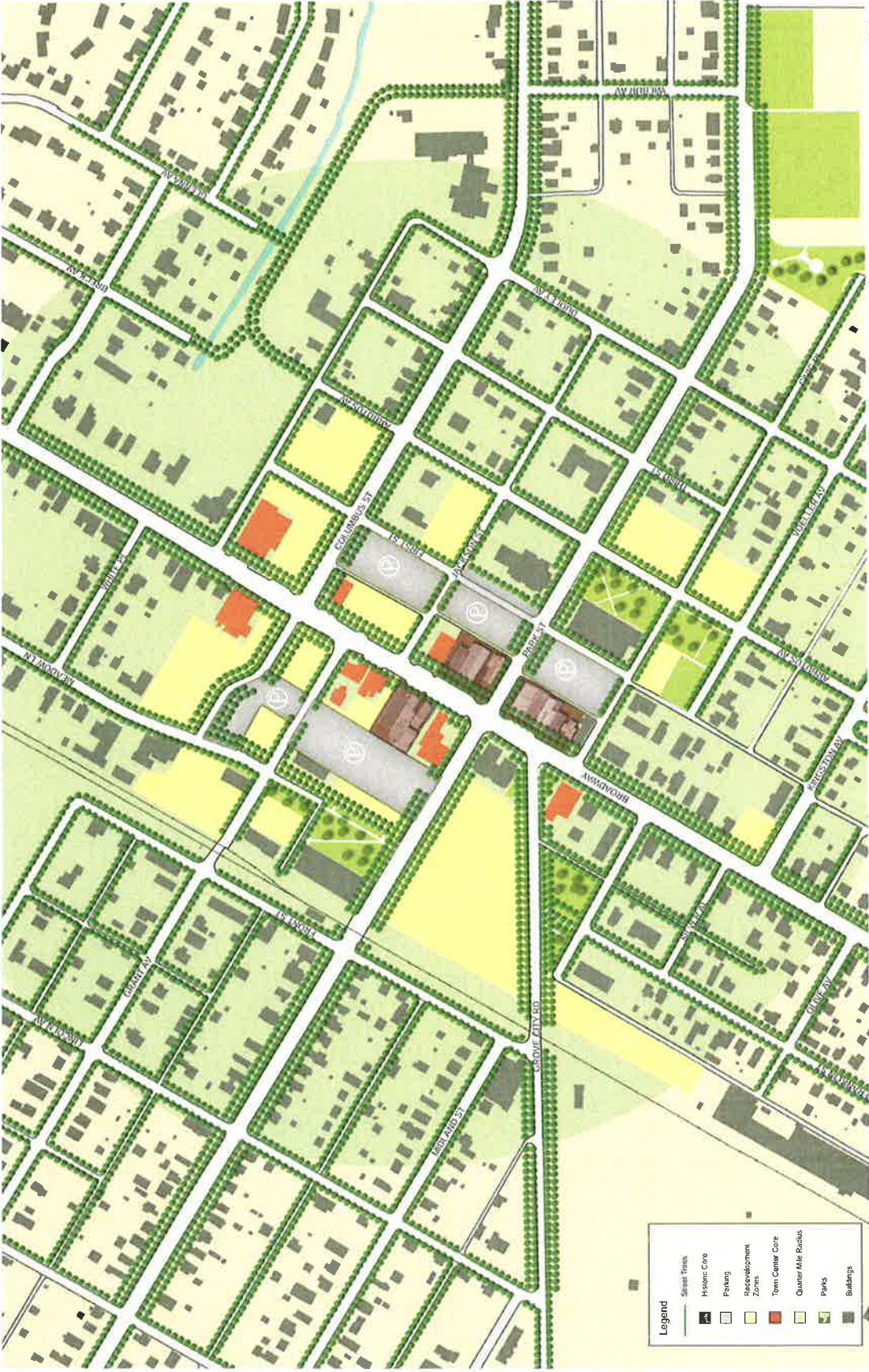
- Walkable urbanism
 - Pedestrian friendly
 - Mix of uses
- Moderate density
- Civic/social destinations
- Historic preservation

2. Enhance economic vitality

- Strengthen retail/service environment
 - Foot traffic/captive market
- More town center residents
- More town center jobs
- Capitalize on civic/social destinations & tourism
 - Provide a walkable network which links all development
 - Squeeze retail: intensity nodes
 - Follow niche business strategy
- Maximize return on public and private investment
- Remove barriers to private development and redevelopment

3. Address changing context

- Embrace and capitalize on changing market
 - Develop local and regional competitive advantage: A new brand
 - Capture new demographics/population
- New medium density housing formats
- Structural shifts in the economy require shifts in development regulations
 - Mix uses in single buildings
 - Development density/intensity must increase for walkability
 - Educational focus on new careers: allow work at home and live/work mix
 - Parking requirements decrease in mixed-use development
 - Replace use-based zoning; add incentives



The Green Frame

Date: 02/09/21
Introduced By: Mr. Schlabb.
Committee: Safety
Originated By: City Clerk
Sponsor: Mr. Berry
Emergency: X 30 Days:
Current Expense:

No.: C-07-21
1st Reading: 02/16/21
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-07-21

AN ORDINANCE TO ENACT AND ADOPT A SUPPLEMENT TO THE GROVE CITY CODIFIED ORDINANCES AND DECLARING AN EMERGENCY

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with American Legal Publishing Corporation to prepare and publish such revisions which is before Council; and

WHEREAS, this revision will update the Codified Ordinances from its last update, with local legislation through 12/07/20, and update amendments from the Ohio Revised Code to 06/19/20; and

WHEREAS, an emergency exists for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there is an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements.

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

SECTION 1. The ordinances of the City of Grove City, Ohio, of a general and permanent nature, as revised, re-codified, rearranged and consolidated into component codes, titles, chapters and sections within the 2018 Replacement Pages to the Codified Ordinances are hereby approved and adopted by reference as if set out in its entirety.

SECTION 2. Such Supplement shall be deemed published as of the day of its adoption and approval by this Council and the Clerk of Council is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the office of the Clerk of Council.

SECTION 3. For purposes stated in the preamble, this ordinance is hereby declared an emergency measure and shall take immediate effect.

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 02/08/21
Introduced By: Mr. Berry
Committee: Service
Originated By: Ms. Fitzpatrick
Sponsor: Mr. Schottke
Emergency: 30 Days:
Current Expense:

No.: CR-10-21
1st Reading: 02/16/21
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-10-21

A RESOLUTION TO AUTHORIZE THE CITY'S CONSULTING ENGINEER TO
PREPARE PLANS, SPECIFICATIONS AND COST ESTIMATES FOR THE
CONSTRUCTION AND REPAIR OF SIDEWALKS ON ADDISON DRIVE
BLANKNER DRIVE, DEVIN ROAD, PARLIN AVENUE, AND REAVER AVENUE

WHEREAS, it is necessary for the 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 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 Addison Dr., Blankner Dr., Devin Rd., Parlin Ave., and Reaver Ave., as identified in Exhibit A attached hereto.

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

Christine Houk, 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



Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648

emht.com

CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

**Proposed 2021
Sidewalk Program**

CR-10-21

SCALE: 1" = 400'

0 100 200 400 Feet



Source: Basemap - Bing Maps

Date: 01/25/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Boso
Approved: Mr. Berry
Emergency: 30 Days:
Current Expense: XX

No.: C-05-21
1st Reading: 2/01/21
Public Notice: 2/02/21
2nd Reading: 2/16/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-05-21

AN ORDINANCE TO APPROPRIATE \$325,654.00 FROM VARIOUS FUNDS FOR THE CURRENT EXPENSE OF THE RECONSTRUCTION OF THE SOUTHWEST BLVD. RAILROAD CROSSING AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH INDIANA & OHIO RAILWAY COMPANY FOR SAME

WHEREAS, the City has prepared engineering plans in coordination with Indiana & Ohio Railway Company to improve the current Southwest Boulevard Rail Crossing, including consideration for a bike path crossing; and

WHEREAS, the City has coordinated with the Indiana & Ohio Railway Company to participate in improvements to Southwest Boulevard Rail Crossing by contributing 50% of project costs in an amount up to \$162,827.00; and

WHEREAS, the City received bids on October 2, 2020 for the Columbus Street Extension project which included Additional Bid 2 – Southwest Boulevard Rail Crossing to get competitive pricing for planned improvements; and

WHEREAS, the funds appropriated herein will be used for the construction of railroad crossing improvements.

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

SECTION 1. The City Administrator is hereby authorized to enter into a Construction and Maintenance Agreement with Indiana & Ohio Railway Company for the Southwest Boulevard Rail Crossing (Railway's Milepost 108.58, DOT#151592D) according to the terms and conditions set forth in Exhibit A.

SECTION 2. There is hereby appropriated \$162,827.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603224 for current expense of railroad crossing improvements.

SECTION 3. There is hereby appropriated \$162,827.00 from the unappropriated monies of the Capital Improvement Fund to account number 305000.603224 for current expense of railroad crossing improvements.

SECTION 4. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

C-05-21
Exhibit A**INDIANA & OHIO RAILWAY COMPANY
CONSTRUCTION AND MAINTENANCE AGREEMENT**RR MILEPOST 108.58
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (this "Agreement") made this day of _____, 2020 ("Effective Date"), by and between the **City of Grove City**, hereinafter called "**Agency**", and **Indiana & Ohio Railway Company**, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, in the interest of public safety and aiding motor vehicle traffic, the **Agency** proposes to rebuild the existing public crossing of Southwest Boulevard at **Railway's** Milepost 108.58, DOT# 151592D and Railroad Project #IORY-20002C, hereafter called "**Project**"; located in the City of Grove City, State of Ohio by replacing the surface of such crossing with a precast concrete "tub crossing; and

WHEREAS, the **Agency** is willing to undertake the expense for the Project as detailed in **Exhibit B**, except as provided in Section I(C) of the Agreement; and

WHEREAS, attached hereto and hereby made a part hereof as **Exhibit A** is a Project Print showing the type, size and location of the Project; and

WHEREAS, **Railway** is willing to coordinate and cooperate with the **Agency** to permit construction of the **Project** upon the terms and conditions herein stated and not otherwise; and

WHEREAS, said **Project** shall be constructed in accordance with full plans and full designs which shall be subject to the mutual approval of **Railway** and **Agency**;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I. Performance of Work

The **Agency** and **Railway** will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER AGENCY OR ITS CONTRACTOR AT AGENCY EXPENSE.

1. Project Plans & Specifications and Construction

Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the **Project**.

2. Repaving of Crossing Surface

Take all necessary, reasonable steps - including funding - for the repaving of the crossing surface.

3. Maintenance of Roadway Traffic

Bear responsibility for all roadway traffic detours, maintenance of roadway traffic, and all other roadway modifications, permanent or temporary, necessary for the **Project**.

4. Schedule & Notification

Provide Project construction schedule and notify **Railway** (a) fifteen (15) days prior to the date Railway is to provide flagging services and (b) twenty (20) days prior to date construction is to begin. Thereafter, the **Agency** will implement the entire Project in accordance with the mutually agreed upon schedule.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY THE **RAILWAY** AT **AGENCY** EXPENSE.

1. Flagging

The **Railway** will schedule and perform flagging and furnish requested services and devices during construction operations of the **Agency** or its contractor, as deemed necessary by the **Railway**. Any flagging cost or protective services performed by the **Railway** or its contractor shall be at the **Agency's** expense.

C. COSTS AND PAYMENTS.

The Railway's financial contribution to the total Project cost shall be fifty percent (50%) of the total Project cost, or One Hundred Sixty Two Thousand Eight Hundred Twenty Seven dollars (\$162,827) based upon the confirmed construction contract amount as set forth on **Exhibit B**. The total project cost may be modified by amendment with the mutual consent of the Agency and the Railway. In the interest of clarity and to avoid ambiguity, the flagging and protective services provided by Railway pursuant to Section I(B) above are included in the total Project cost.

The **Agency** will invoice the **Railway** for its 50% contribution to the Project cost following the completion of the Project, including the final inspection and all punch-list items, and the **Railway** shall pay such invoice within ninety (90) days after rendering of such invoice.

II. Construction Plans and Specifications

The **Agency** or its contractors shall perform its work in accordance with detailed plans and specifications which shall be prepared by the **Agency** or its contractors and submitted to **Railway** for approval of those sections that are applicable to **Railway's** right-of-way, facility or operations. No work pursuant to said plans and specifications shall be performed on the right-of-way of the **Railway** prior to receipt of notices to proceed given by **Railway** to the **Agency** or its authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be a ratification or adoption by the **Railway** of either or both said plans as its own.

III. Traffic Protection, Safety and Flagging

All work herein provided for, to be done by the **Agency** or its contractors on the **Railway's** right-of-way, shall be performed at such time and in such manner as not to interfere unreasonably with the movement of trains or traffic upon the tracks of the **Railway**. The **Agency** or its contractors shall

enter into a "Right-of-Entry Agreement" with the **Railway** prior to the first entry onto **Railway's** right-of-way, such Agreement to be provided by **Railway** upon request. The **Agency** or **Agency's** contractor shall reimburse the **Railway** for 50% of the actual costs related to flagging per *Section I.B.1.* in this Agreement. The **Railway** will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement. The **Railway** may bill the **Agency** monthly or periodically for its force account when costs exceed \$1,000.

Wherever the safeguarding of trains or traffic of the **Railway** is mentioned in this Agreement, it is intended to cover and include all users of the **Railway's** tracks having permission for such use.

IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in the Right-of-Entry Agreement, Attachment 2 (Roadway Worker Protection Training Policy) and Attachment 3 (Contractor Safety Rules), each as attached hereto and by this reference incorporated herein; the **Agency** and its contractors, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions thereof.

The **Agency** shall ensure that its contractor(s) obtain and provide to **Railway** evidence that such contractor(s) have procured the insurance coverage described in **Exhibit C**, hereto attached, covering their work on **Railway's** property in connection with the **Project**.

Agency agrees that at no time shall it file or permit the filing of a lien or liens upon the property of **Railway** related to the **Project**. If, at any time during the progress of the **Project**, at the time of acceptance of this Agreement or thereafter, any indebtedness due a subcontractor of **Agency** has become or may become a lien or liens upon said work, equipment or materials, **Agency** shall immediately, upon request from **Railway** pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond, or otherwise. In the case of its failure to do so, **Railway** may suspend the use of its property until such claim or indebtedness is paid or may apply such money toward the discharge thereof, or assert and enforce a claim against **Agency** for such claim or indebtedness, or declare this Agreement to be cancelled, take possession and control of the **Project** and complete the same or cause the same to be completed in accordance with the terms and conditions hereof.

V. [Intentionally Omitted.]

VI. Funding and Signatory Warranty

Agency acknowledges that it has available all funds necessary to complete the **Project** as set forth in the initial estimate (Exhibit B).

Each party to this Agreement certifies that its signatory has the authority to enter into this Agreement on its behalf.

VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the Effective Date and shall continue for a period not to exceed the earlier of the condition precedent in Section IX(B), if it occurs, or 12 months after either (i) the date construction commences within the **Railway's** Right-of-Way or (ii) completion of the construction of the Project, as determined by the **Railway** and subject to Section IX(C). The **Agency's** and the **Railway's** obligations under Sections X and XI(B) shall survive the term of this Agreement.

Upon completion of the Project, the **Railway**, at the **Railway's** expense, will be responsible for the future maintenance of **Railway's** track infrastructure.

VIII. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors and permitted assigns.

IX. Construction

- A. The parties acknowledge that time is of the essence in the completion of the Project.
- B. The **Agency** shall complete all construction for the Project within ten (10) months of the Effective Date. If construction has not commenced within nine (9) months after the Effective Date, this Agreement becomes null and void.
- C. If construction has commenced and is not complete within ten (10) months of the Effective Date, the **Agency** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review and determine if amendments to the terms of this Agreement, including Exhibit B, or supplemental agreements are required prior to the completion of construction.

X. Indemnity

- A. As a material inducement for entering into this Agreement, and without which **Railway** would not enter into the same, **Agency** covenants and agrees that to the fullest extent permitted by law, **Agency** shall indemnify, defend, and hold **Railway** and its parent and affiliated companies (collectively, "Indemnitees") harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (excluding indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to, the employees of **Indemnitees**, **Agency** or their respective contractors, representatives or agents), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of **Indemnitees**, **Agency** or its Designees), caused by the performance of this Agreement by **Agency** or its contractors, representatives or agents performing any work or service on the **Agency's** behalf on or about **Railway's** right of way.
- B. **Agency** shall be responsible for all damages and expenses on account of injuries, (including death) to, and property damage of, any of its employees, agents, subcontractors or representatives while on the Property of **Railway** and shall indemnify, defend and hold

Indemnitees harmless from all claims of damage or suits which may arise, except and only to the extent that such claims, losses, damages or expenses are caused by the gross negligence of **Indemnitees**.

- C. IN NO EVENT SHALL EITHER PARTY OR ITS PARENT, AFFILIATE OR SUBSIDIARIES, IN THE CASE OF RAILWAY, BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

XI. Cancellation of Project; Termination of Agreement: Remedies

- A. If **Agency** determines it is necessary to cancel the Project for any reason, **Agency** may terminate this Agreement by delivery of written notice to **Railway**.
- B. **Agency** shall reimburse **Railway** for (i) all reasonable costs and expenses incurred in returning **Railway's** property to its original condition to **Railway's** reasonable satisfaction, and (ii) any of **Railway's** expenses incurred in connection with its provision of flagging and protective services up until the time of termination.

XII. General Provisions

SOLE BENEFIT. This Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than the parties hereto and their respective officers, agents, employees, parent corporation, subsidiaries, affiliates, successors, and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

WAIVER. Any waiver at any time by one Party of a breach hereof by the other Party will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of either party hereto thereafter to avail itself of any rights under this Agreement with respect to a subsequent breach. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

SEVERABILITY. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

MERGER. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto, written or oral.

AMENDMENT. No provision of this Agreement shall be modified without the written concurrence of the parties hereto.

HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

GOVERNING LAW. This Agreement will be construed in accordance with the laws of the state where the work is performed.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

The following is a list of the attachments:

Exhibit A – Project Plan Set
Exhibit B – Rail Services Cost Estimate
Exhibit C – Insurance Requirements
Attachment 1 – G&W Code of Ethics and Conduct
Attachment 2 – Roadway Worker Protection Training Policy
Attachment 3 – Contractor Safety Rules

RE Contract: _____

RR Project #: IORY-20002C

DOT PID#: [N/A]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

CITY OF GROVE CITY

Authorized Representative Signature

Authorized Representative (print) / Title

WITNESS:

INDIANA & OHIO RAILWAY COMPANY

Authorized Representative Signature

Authorized Representative (print) / Title

RE Contract: _____

RR Project # IQRV-19017

DOT PID#: [N/A]

Exhibit A
Project Print



- GRAPHIC SCALE



DATE

- | | |
|---|--|
| 1 | PROP. 7'x9'x10' TIMBER TIE, 10 EACH SIDE 10.5' C-C (TYP. BOTH SIDES) |
| 2 | 25% TIE REPLACEMENT (100' EACH SIDE OF PROP. CROSSING) |
| 3 | SURFACE TRACK 150'x20' MIN. CUT FROM EDGE OF CROSSING, 30TH SIDES |
| 4 | REMOVE AND REATTACH SIGNAL WIRES TO NEW RAIL (31' HIGH) |
| 5 | PROP. 220' NEW 13#R RAIL THROUGH CROSSING (240' LT TOTAL) STAGE |
| 6 | PROP. EDGE OF EXCAVATION |

5. IF THE CIL FOR TRACK MOUNTED OPERATIONS, TRANSITION FROM ADVANTAGE INTO A VIEW FROM TOP OF HILL, COASTING TO WATCH ADVANTAGE, ELEVATION AT SAWCUT, EXTEND FROM SURFACE COURSE BEYOND SAWCUT (MILL AND HILL EX. TOP 1.2 MI. SURFACE COURSE) IF NECESSARY TO INSURE TOP OF RAIL ELEVATION IS NOT MORE THAN 3" HIGHER THAN TOP OF ADVANTAGE ELEVATION 30' BEYOND THE HILL RAIL.



SECTION LEGEND

- [illegible]



July 2004

-
- 6" DIA. TYPE 707.33, TYPE 50
 TYPE A GRATEABLE FABRIC
- QDOT ITEM 703 - 8"x7"
 SIZE AGGREGATE
- ITEM 605 6" SHALLOW PIPE UNDER DRAIN DETAIL

ITEM 605 6" SHALLOW PIPE UNDERDRAIN DETAIL

RE Contract: _____

RR Project #: IORY-19017

DOT PID#: [N/A]

Exhibit B
Rail Services Cost Estimate

**SOUTHWEST BOULEVARD AT-GRADE CROSSING SURFACE REPLACEMENT
DOT# 151 592 D, IORY MIDLAND SUB, MP 108.58, GROVE CITY, OHIO**

OPINION OF PROBABLE COSTS

PROJECT NO. 20200304

PREPARED: NOVEMBER 2, 2020



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers, Surveyors, Planners, Scientists

		ENGINEER'S OPINION		
Item No.	Description	Quantity	Unit	Unit Price
CONSTRUCTION COSTS				
1	Item 614 - Maintaining Traffic, As Per Plan	1	LS	\$18,000.00
2	Item 623 - Construction Layout Stakes	1	LS	\$5,200.00
3	Item 624 - Mobilization	1	LS	\$20,000.00
4	Item 202 - Special, Track Removal	123	TF	\$76.00
5	Item 202 - Pavement Removed, Asphalt	360	SY	\$15.00
6	Item 203 - Excavation	132	CY	\$70.00
7	Item 204 - Subgrade Compaction	423	SY	\$2.00
8	Item 204 - Geotextile Fabric	164	SY	\$10.00
9	Item 254 - Pavement Planing, Asphalt Concrete (T=1.5")	13	SY	\$165.00
10	Item 613 - Flowable Controlled Density Fill, Fast Setting, Type III	30	CY	\$425.00
11	Item 301 - Asphalt Concrete Base	67	CY	\$175.00
12	Item 304 - Aggregate Base	75	CY	\$100.00
13	Item 407 - Non-Tracking Tack Coat, Surface Course (0.10GAL/S.Y.)	32	GAL	\$3.00
14	Item 407 - Non-Tracking Tack Coat, Intermediate Course (0.10GAL/S.Y.)	32	GAL	\$3.00
15	Item 409 - Sawing and Sealing Asphalt Concrete Pavement Joints	114	LF	\$25.00
16	Item 441 - Asphalt Concrete Surface Course, Heavy Traffic, PG70-22M	14	CY	\$290.00
17	Item 441 - Asphalt Concrete Intermediate Course, Heavy Traffic, PG70-22M	16	CY	\$275.00
18	Item 605 - 6" Shallow Pipe Underdrain	123	LF	\$40.00
19	Item 611 - 6" Type C Conduit	32	LF	\$40.00
20	Item 530 - Special, Precast Concrete "Tub" Crossing, 115RE	90	TF	\$1,050.00
21	Item 530 - Special, New Track Construction, Complete Including Ballast	33	TF	\$190.00
22	Item 530 - Special, Field Welds	6	EA	\$625.00
23	Item 530 - Special, Track Surfacing	500	TF	\$9.50
24	Item 530 - Special, 7" Grade Tie Replacement	30	EA	\$250.00
25	Item 530 - Special, Relocate Active Warning Devices NE Quadrant	1	LS	\$38,000.00
26	Item 530 - Special, Replacement of Existing Signal Crossing Lights with New 12" LED Lights and Side Lights	1	LS	\$15,500.00
27	Item 644 - Edge Line, 4"	0.02	MI	\$7,300.00
28	Item 644 - Lane Line, 4"	0.01	MI	\$3,900.00
29	Item 644 - Center Line	0.01	MI	\$11,000.00
30	Item 644 - Stop Line	26	FT	\$10.00
31	Signal Department Allowance	1	LS	\$2,500.00
32	Flagging Allowance	1	LS	\$12,000.00
				Subtotal
				Total

SOUTHWEST BOULEVARD AT-GRADE CROSSING SURFACE REPLACEMENT

DOT# 151 592 D, IORY MIDLAND SUB, MP 108.58, GROVE CITY, OHIO

OPINION OF PROBABLE COSTS

PROJECT NO. 20200304

PREPARED: NOVEMBER 2, 2020



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers, Surveyors, Planners, Scientists

Item No.	Description	Quantity	Unit	ENGINEER'S OPINION	
				Unit Price	Total
33	RPL Insurance Allowance	1	LS	\$1,500.00	\$1,500.00
SUBTOTAL CONSTRUCTION COSTS					\$308,321.00
CONTINGENCY					
34	Contingency			10%	\$30,840.00
SUBTOTAL CONSTRUCTION COSTS WITH CONTINGENCY					\$339,161.00
ENGINEERING AND CONSTRUCTION MANAGEMENT					
35	Construction Inspection	1	Allowance	\$15,000.00	\$15,000.00
SUBTOTAL ENGINEERING AND CONSTRUCTION MANAGEMENT					\$15,000.00
TOTAL OPINION OF PROBABLE PROJECT COST (2020):					\$354,161.00

Notes:

1. Unit abbreviations: LS = Lump Sum, EA = Each, LF = Linear Foot, TF = Track Foot, MI = Mile, GAL = Gallon, SY = Square Yard, CY = Cubic Yard, SF = Square Foot
2. Opinion of probable costs excludes any costs associated with upgrading or replacing existing warning devices.
3. Opinion of probable costs excludes any property acquisition or Right-of-Way takes.
4. Opinion of probable costs excludes engineering costs.

Exhibit C
Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provisions contained in an agreement in writing between the **Agency** and **Railway** covering work to be performed upon or adjacent to its property **Mile Post 108.58** quoted herein below for convenience:

IF ALLOWED BY LAW, AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT.

IT IS THE EXPRESS INTENTION OF AGENCY AND RAILWAY THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILWAY, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY OWES NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

The policy or policies obtained by the Agency's Contractor shall provide coverage in amount of not less than Two Million Dollars (\$2,000,000) combined single limit for all damages arising out of bodily injury to or death of persons and for loss of or damage to property.

The policy or policies obtained by the Agency's Contractor, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417. The policy must contain a waiver of subrogation in favor of Railway and Agency's insurance coverage is primary.

No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to:

Indiana & Ohio Railway Company (IORY); Attn.: Public Projects Consultant: Alfred Benesch & Company, 4614 Red Fox Road, Oshkosh, WI 54904 AND Indiana & Ohio Railway Company, Attn: Katelyn Krysiak, 4349 Easton Way, Suite 110, Columbus, OH 43219.

The policy as outlined herein shall name Railway and its affiliates as additional insureds with respect to F.E.L.A. coverage, and/or if applicable under the laws of the State in which the work is performed.

The policy as required herein shall name Genesee & Wyoming Inc. and all of its affiliates, including Indiana & Ohio Railway Company, as additional insureds.

Railway requires that each Insurance Carrier providing coverage must be an Admitted Company in the State for which this Agreement is written and has an A.M. Best rating of "A" or better and a financial class rating of 10 or better.

Prior to the performance of any work upon or adjacent to Railway's property under this Agreement:

(a) Agency shall furnish Railway a certified copy of a public liability and property damage

liability insurance policy issued in the name of Agency covering the contractual liability assumed by Agency. The form, substance, and limits of said insurance policy shall be subject to the approval of Railway and shall be in compliance with the provisions contained herein.

- (b) **Agency** shall furnish **Railway**, at **Agency** expense, a certificate of Workers Compensation coverage, including Federal Employee Liability Act coverage if applicable, for its workers and subcontractors in accordance with the requirements of the State or States in which said work is to be performed.
- (c) **Agency** shall furnish directly or through the Agency's contractor a policy of Railway Protective coverage in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate with named insured as outlined herein. **WARNING: ONLY A POLICY OF RAILROAD PROTECTIVE INSURANCE WHICH SPECIFICALLY NAMES GENESEE & WYOMING INC. AND ALL OF ITS AFFILIATES, INCLUDING INDIANA & OHIO RAILWAY COMPANY, AS THE INSURED PARTIES IS ACCEPTABLE AND A COPY OF SAID POLICY MUST BE RECEIVED PRIOR TO THIS PERMIT BEING APPROVED ON BEHALF OF RAILWAY.**

Agency shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Premises under said contract is completed to the satisfaction of and accepted by Railway and thereafter until **Agency** has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Premises.

Attachment 1

GW CODE OF ETHICS AND CONDUCT

GW Code of Ethics and Conduct: This document is located online at
<http://ir.gwrr.com/document-library/company-code-ethics>

I certify that I have reviewed and understand the GW Code of Ethics and Conduct, and agree to abide by this Code for the duration of this Agreement while performing services for Indiana & Ohio Railway Company.

City of Grove City

Printed Name, Title

Signature

Date

Attachment 2**ROADWAY WORKER PROTECTION TRAINING POLICY**

Railroad and Contractor have a mutual interest in providing a safe workplace for the employees of both parties and in maintaining the integrity and security of Railroad's facilities and property (the "Property"). To help ensure this goal, Railroad has instituted a training program for all employees of Contractor or its subcontractor(s) seeking admission to the Property (the "Program"). These employees must successfully complete the Program. Contractor shall cause its employees, and shall cause its subcontractor to require its employees, to successfully complete the Program on an annual basis, at their sole cost and expense, prior to their admission onto the Property. The Program will be available on-line and administered by a third party on behalf of GWI. The cost per employee certification attempt is \$50.00 USD, payable via credit or purchasing card.

To access the G&W Roadway Worker Protection Training for Railroad Contractors Course on the RWT On-Line University please follow these instructions:

- Start at website www.rrtrainers.com
- Click on the "Enter On-Line University" button
- Select the G&W course by clicking on the course name
- On the right hand side of the page select "New User Registration"
- Fill out all of the fields on the registration page and submit
- You will receive a username and password via email
- After receiving the username and password go back to the On-Line University page and select the G&W course again
- Complete the registration process and training

All employees of the Contractor or its subcontractor(s) will be required to submit a copy of their training certification to the railroad personnel managing the applicable project.

RE Contract: _____

RR Project #: IORY-19017

DOT PID#: [N/A]

Attachment 3

Contractor Safety Rules



CONTRACTOR SAFETY RULES

**Issued to all North American Subsidiaries of
Genesee & Wyoming Inc.**

Effective April 1, 2002
Revised Dec. 31, 2006

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Introduction:

These rules apply to contractors performing maintenance, repair or specialty work on or about railroad property; on other properties the railroad is responsible for and/or on property directly adjacent to the railroad track.

They do not apply to contractors providing incidental services that do not influence safety, such as janitorial services, food & drink services, laundry, or other supply services.

Contractor Responsibilities:

1. All contractor employees must be trained in the work practices necessary to safely perform his or her job.
2. Document that each contractor employee has received and understands the purpose of the Genesee & Wyoming Inc. Contractor Safety Rules.
 - The contractor must prepare a record, which contains the identity of the contractor employee, the date of the training and means used to verify that the employee understood the training.
3. Ensures that each contractor employee follows the railroad's safety rules and procedures.
4. The contractor must advise the railroad of any hazards presented by the contractor's work when they occur.
5. Unless otherwise provided in the contract, the contractor is responsible for restoring ballast, filling holes created when replacing ties and removing all debris generated as a result of the work that is being performed. Permanent or temporary safety precautions must be in place each day prior to the contractor leaving the worksite. These safety precautions are the responsibility of the contractor when providing hazard protection.
6. All applicable transportation department rules apply to contractors when rail cars are involved in the project i.e. (Riding on equipment, 3 Points of Contact, 3 Step Protection, Getting on or off equipment.)
7. All pertinent railroad safety rules and regional procedures must be reviewed prior to the commencement of work on railroad property.
8. All contractor employee injuries and all railroad property damaged by the contractor must be reported to the regional railroad's claims office and the Genesee & Wyoming Inc. claims office located in Rochester, NY at (716) 463-3406. All reports must be completed in accordance to FRA Reporting requirements.

Definitions:

Flagman: An employee designated to direct or restrict the movement of trains at a point on track to provide on-track protection for Roadway Workers. This employee must be qualified on the railroad's operating rules, roadway worker safety; and may not perform any other duties.

Foul Time: A method of establishing working limits through exclusive use of the track in which notification is given and recorded by the train dispatcher or block operator to an employee that no trains will operate within a specific segment of controlled track during a specific time period, and the required blocking devices have been placed on the control machine to protect the track fouled. Foul time must remain in effect until the employee to whom the foul time was issued has reported clear of the track.

Fouling A Track: The location of an individual or equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or whenever an individual or equipment is within four (4) feet of the field side of the near running rail.

Inaccessible Track: A method of establishing working limits on non-controlled track by preventing access to the working limits.

Lone Worker: An individual employee who is not being afforded On-Track Protection by another employee, who is not a member of a gang, and is not engaged in a common task with another employee.

Restricted Speed: Prepared to stop within one-half the range of vision-short of a train, obstruction, or switch improperly lined. Be on the lookout for broken rail.

Roadway Maintenance Machine: Powered equipment, other than by hand, which is being used on or near the track for maintenance, repair, construction or inspection of track; bridges; roadway; or signal, communication, or electric traction systems. These machines may have road or rail wheels or may be stationary.

Roadway Maintenance Work Train: A train that is being operated within working limits in conjunction with roadway maintenance, construction or repairs, under the direction of a designated employee in charge.

Roadway Worker: An employee, or employee of a contractor whose duties include inspection, construction, maintenance or repair of track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track with the potential of fouling a track, and flagmen and watchmen affording on track protection.

Track Centers: The distance from the centerline of one track to the centerline of an adjacent track.

Gage: The distance (4 ft. 8 1/2 inches) between track rails.

Clear of Tracks: Minimum clearance of at least four feet outside the rail of all tracks, and not between main tracks.

Blue Flag Protection: A method of providing protection for people who work on, under, or between railroad rolling stock; freight cars, locomotives, etc.

1. Accident/Injury Requirements:

The contractor is required to have an employee qualified to give first aid. If a contractor employee is injured while working on railroad property, he or she should be given first aid at once. Medical assistance should be obtained as soon as possible if further care is needed.

2. Personal Protective Equipment:**a. Safety Footwear:**

- Employees whose duties require them to work on or about tracks or equipment are required to wear leather laced type shoes that cover the entire foot. These shoes must be at least six inches high, and have safety toes, must have a defined heel of not more than 1 ¼ inches in height and must have oil resistant soles.
- Shoes that are excessively worn or, do not provide ankle support, have thin, loose or smooth soles must not be worn.

b. Eye Protection requirements:

- Safety glasses must be worn at all times while on railroad property. Protect your vision by wearing safety eyewear with side shields that are clean and properly fitted.
- If you wear corrective lenses, you must wear either approved prescription safety glasses with side shields or cover-all type goggles over your personal glasses:
- Do not face welding, heating, or grinding operations unless you are wearing appropriate eye protection.
- If you are performing work near electric (arc) welding or cutting operations, wear a welding helmet. If a welding helmet is not available, move a safe distance from the operation.

c. Hearing Protection:

- Wear hearing protection when you are welding, cutting, or exposed to flying sparks from these operations. Sparks from welding or cutting can burn your inner ear.
- Wear hearing protection when working in high noise areas in accordance with the railroad's hearing conservation policy, hereby attached.

d. Respiratory Protection

- Wear respiratory protection when you are exposed to fumes, dust, mist, or vapor.

e. Protective Clothing

- Wear protective gloves and clothing when you are handling or working on a wet cell battery, handling, pouring, or using acids, toxic substances, or solvents or, handling creosote materials.

f. High-visibility Workwear

All contractors are required to wear approved high-visibility workwear when they are on duty or on the Company property. Such high-visibility workwear must be worn as the outermost layer of clothing.

- i. High-visibility workwear must be approved by the Regional Director of Safety and may consist of a vest, coveralls, T-shirt or other clothing of the prescribed color (yellow/green or orange) equipped with reflective striping as follows: a horizontal band around the waist, two vertical bands and/or an "X" on the back, and two vertical bands in front from the waist to the top of the shoulders. Stripes must be of silver or yellow reflective material and be at least 2 inches (5 cm) in width.
- ii. Vests must be properly sized and constructed with tear-away features as approved by the Regional Director of Safety.

- iii. Defective, damaged or lost workwear must be reported immediately to your supervisor and replaced before reporting for duty.
- iv. Exceptions:
 - (a.) High-visibility workwear is not required when you are in these locations:
 - Lunchroom;
 - Locker room;
 - Inside vehicles;
 - Inside railway passenger cars;
 - Inside locomotive cabs; or
 - Offices.
 - (b.) When employees are working on locomotives or other equipment inside shop buildings, high-visibility workwear is recommended. All employees working outside of shop buildings require approved high-visibility workwear.
 - (c.) Accommodations for unusual conditions will be at the discretion of the Regional Director of Safety.

3. Working On Equipment:

Do not operate or ride on any equipment unless it is in the performance of your duties and you have been properly authorized to do so. Do not jump from equipment, platforms, or other elevated places. Use steps or a ladder.

4. Keep Clear of Suspended Loads or Cables/Chains under tension:

- a. Keep clear of suspended loads.
- b. Stand clear when chains, cables or other tackle in under tension.

5. Keeping Clear of Electrical Wires:

Keep at least 12 feet away from a dangling wire or any object that may be in contact with an electrical current. Keep others away until qualified personnel are notified and take charge.

NOTE: Qualified personnel are employees or contractors who have been trained or qualified to work with electricity.

6. Working With Tools:

- a. Do not modify tools.
- b. Before you use any tool, examine it for defects. Report any defects to your immediate supervisor.
- c. Defective tools must not be used.

7. Working Around On-Track Equipment:

Expect locomotives, cars and track maintenance equipment to move on any track, in either direction, at any time. Therefore, employees must look in both directions before crossing tracks.

8. Avoiding Potential Hazards:

Example: Employees should avoid walking, stepping, resting foot on or sitting on rails, frogs, switches, guardrails, pipe or interlocking apparatus or connections.

9. Crossing Tracks:

Employees must not cross tracks closer than 50 feet from standing locomotives and cars.

10. Working Near Moving Trains:

- a. Employees should never carry objects on their shoulders when they are near moving trains.
- b. Employees should not cross in front of moving trains or equipment.
- c. Placement of Material Near Tracks.
 - Employees should place toolboxes, test equipment and other objects not less than 25 feet from the nearest track. Place all lid apparatus so that lid will open toward track and be secured in place.
 - When performing work near tracks, arrange all tools, material, equipment or other objects so that a moving train or equipment will not strike them.

11. Working Near Standing Railroad Equipment:

Employees should keep themselves and material clear of and never lean against, sit on, or otherwise rest on standing railroad equipment.

12. Working In or Near Tunnels – On Bridges or Trestles:

- a. Employees must move to a safe location when a train or equipment moves past their work location in tunnel or on bridges, trestles or overpasses.
- b. Employees working in tunnels must be protected by railroad watchmen and must occupy safety manholes when a train approaches. Employees must secure loose clothing and maintain handhold if possible until train has passed.
- c. Walking in tunnels or on bridges, trestles and overpasses should be avoided whenever possible.
 - When an employee must walk through a tunnel or across a bridge, trestle or overpass the employee must look both ways and confirm with railroad personnel that they are properly protected and that he or she can safely complete the walk through the tunnel or across the bridge, trestle or overpass before any moving rail equipment passes through the tunnel or over that bridge, trestle or overpass.
 - Extra care must be taken when crossing open floor bridges or trestles.

13. Action to take if Safe Passage of a train is at risk:

If an event occurs that would interfere with the safe passage of trains, the employee must take immediate action to stop trains by radio communication to trains or the person in charge of the track. If protection cannot be immediately ensured, or if communications fail, flag protection must be immediately provided as prescribed by the railroad's rules.

14. Protection When Fouling or Working on a Track:

- a. Trains must be fully protected against any known condition that may interfere with their safe passage.
- b. If work on or adjacent to a track will create a condition interfering with the safe passage of trains, that work must not be attempted without permission of the employee in charge of the track.
- c. On Main Tracks or where Interlocking rules are in effect, protection is required in accordance with railroad operating and safety rules.

15. Returning Track to Service:

When track is to be returned to service, the employee in charge must take the following actions:

- a. Notify the Dispatcher or railroad supervisor responsible for the safety of the track of any restrictions necessary for the safe passage of trains.
- b. Ascertain that all track cars and trains are clear of the track, and notify the Dispatcher or railroad supervisor responsible for the safety of the track that they are clear.
- c. An employee designated by the railroad must inspect the track prior to operating trains.

16. Interlocking Switches within Work Area:

Dispatchers controlling interlocking switches within the Work Area must line such switches for movements within the Work Area and must apply blocking devices to the controls of those switches. These blocking devices must not be removed without permission of the employee in charge of the Work Area. This requirement does not relieve employees operating within the Work Area from complying with interlocking signal indications.

17. Flag Protection is Required When:

- a. Work is being performed by others not hired by railroad and the work is being performed on railroad property or adjacent to railroad right of way.
- b. Work is being performed by entities hired by the railroad and the work is being performed within 25ft from the center the track.

18. Fouling Track

Whenever fouling track, the following procedures will apply:

a. Action Required Prior to Issuance:

Before fouling a track, the employee in charge must determine that no trains have been authorized to move in the direction of the point to be fouled, and must ensure that Stop Signals have been displayed and blocking devices applied by the dispatcher to controls of Switches and signals leading to the affected track to be protected.

b. Permission to Foul a Track:

Permission to foul a track must include the following information:

1. Designation of track to be fouled
2. Location of fouling (mile posts)
3. Time limit for fouling (beginning time and ending time)

Permission must be repeated by the receiving employee and confirmed by the Dispatcher or railroad supervisor responsible for track safety before it is acted upon.

c. Clearing Fouled Track.

1. Stop all equipment and vehicles on the right of way while the train is passing
2. Stay clear until you are notified that it is safe to resume work

19. Safety Precautions: When working in yards and on tracks:

- a. Keep at least 50 feet from passing trains and equipment, if possible. Face the direction from which the train is approaching. Watch for projecting, dragging, or falling objects.
- b. Do not perform work that will interfere with the safe passage of trains.
- c. Inspect all passing trains to detect a dangerous condition.
- d. Cross tracks at least 50 feet from standing locomotives or cars.
- e. Do not cross between cars standing less than 50 ft. apart.
- f. Give hand signals for movement of work train or wreck train only if you are a member of the train crew. **EXCEPTION: Emergency stop signals may be given by anyone**

20. Employee In Charge:

The employee in charge is responsible for taking charge of the work performed by assembled gangs and arranging protection for the gangs.

The employee in charge is responsible for the safety, instruction, and performance of all employees under his or her jurisdiction.

The employee in charge advises the foremen of the assembled gangs how each of them will protect the safety of the employees under their direction.

The employee in charge is also responsible for:

- a. Ensuring that employees comply with all applicable rules.
 - Take the track out of service, or get verbal permission to temporarily foul the track according to operating rules.
- b. If employees are too scattered to hear the watchman's warning whistle or horn, assign advance (additional) watchmen as needed.
- c. If bad weather limits visibility, use additional protective measures as needed.

21. Watchmen:**Responsibilities:**

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

Follow these precautions if you have been assigned as a watchman:

- a. Give your full attention to watching for trains and warning employees.
- b. Do not perform any other duties, even momentarily.
- c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.
- d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

Watchman Duties:

Watchmen are responsible for watching for approaching trains and signaling employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman. A watchman's duty is to watch. Follow these procedures when you are performing the duties of a watchman:

When a train approaches from either direction, warn employees in time for them to clear track at least 15 seconds before the train approaches the point of work.

NOTE: You may need to give additional warnings around noisy operations.
Example: Sounding a whistle or blowing a horn.

22. Clearing Controlled Track:

Follow this procedure for clearing on a Controlled Track, which is any track shown in the timetable as being under the control of a Dispatcher or Block Operator.

- a. Clear all tracks, if possible, keeping at least 50 feet from passing trains and equipment.
- b. If you cannot clear all tracks;
 - Clear the track on which the train is approaching and the adjacent tracks.
 - Watch for trains in both directions and determine the track on which other trains will approach. Clear enough tracks so that you will not be trapped.
- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

23. Working On Non-Controlled Industrial and Yard Tracks

Follow these procedures when working on and clearing Non-Controlled Track (Industrial, Yard, or any other track not controlled by a Dispatcher:

Make the working limits inaccessible to trains, engines or other on track equipment using one of the following procedures:

1. A switch lined and effectively secured in one of the following ways:
 - With a private lock on switches that will accommodate them.
 - Properly secured switch point clamp.
 - Driven spikes or wedges that require special tools to remove them.
2. Portable derail with flag.

24. Working Around Self Propelled Equipment:

Follow these safety precautions when working on or around self-propelled equipment:

- a. Use the handrail when getting on, riding on, and getting off equipment. Maintain three points of contact.
- b. Do not get on or off moving equipment.
- c. When working near or observing equipment:
 1. Perform a Job Safety Briefing and communicate with the operator of the equipment to cover the following:
 - Operating procedures.
 - Location of employees working around equipment.
 - Operator blind spots.
 - Signal to warn that equipment will move.
 2. When your duties require you to be around the equipment, you must maintain a 50-foot safe area from the equipment.
 3. If your duties require you to be within the 50-foot safe area of the equipment, perform those duties from the location established in your communication with the operator.

25. Roadway Maintenance Machine Operators

Follow these precautions when operating self propelled equipment:

- a. **Communicate with employees in the vicinity of the equipment and cover;**
 - Normal operating procedures including operator's blind spots.
 - Test the brakes immediately after starting.
 - Do not allow anyone to distract you or interfere with your duties.
 - Constantly look out for obstructions or unsafe conditions in the direction you are moving.
 - If you cannot see ahead or behind, designate another employee to keep a lookout for you.

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Date: 02/09/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Boso
Sponsor : Mr. Holt
Emergency: 30 Days:
Current Expense:

No. : C-08-21
1st Reading: 02/16/21
Public Notice: 02/17/21
2nd Reading: 03/01/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-08-21

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO CONVEY EXCESS PERSONAL PROPERTY THAT IS NO LONGER NEEDED FOR CITY BUSINESS

WHEREAS, the City has a 2015 Ford Explorer (VIN# 1FM5K8AR0FGC08595) that is no longer needed for City business; and

WHEREAS, the City has a 2013 Ford Interceptor (VIN# 1FAHP2M88DG124692) that is no longer needed for City business; and

WHEREAS, the City has a 2010 Ford Escape (VIN# 1FMCU9C75AKC84614) that is no longer needed for City business; and

WHEREAS, the vehicle will be used for public purposes by the recipients set forth below.

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

SECTION 1. Pursuant to Section 133.05(b), Council approves the donation of the 2015 Ford Explorer (VIN# 1FM5K8AR0FGC08595) to the Village of New Straitsville, Ohio.

SECTION 2. Pursuant to Section 133.05(b), Council approves the donation of the 2013 Ford Interceptor (VIN# 1FAHP2M88DG124692) to Mount Carmel Health to be used by safety and security at Mount Carmel Grove City.

SECTION 3. Pursuant to Section 133.05(b), Council approves the donation of the 2015 Ford Explorer (VIN# 1FM5K8AR0FGC08595) to the South-Western City School District for educational training programs at the South-Western Career Academy.

SECTION 4. The City Council hereby authorizes the City Administrator to take all necessary actions to convey, at no cost, the vehicles described above.

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

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Date: 02/09/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Sponsor: Mr. Holt
Emergency: 30 Days: XX
Current Expense:

No.: C-09-21
1st Reading: 02/16/21
Public Notice: 02/17/21
2nd Reading: 03/01/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-09-21

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

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

WHEREAS, the present contract with FOP/OLC expired on December 31, 2020; and

WHEREAS, the new contract will be effective January 1, 2021 and expire December 31, 2023.

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

SECTION 1. The City Administrator is hereby authorized to execute the attached Exhibit "A", being a Labor Contract between the City and the Fraternal Order of Police/Ohio Labor Council, Inc., Police Dispatchers. This contract shall be effective from January 1, 2021 to midnight on December 31, 2023.

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

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-09-21

COLLECTIVE BARGAINING AGREEMENT

The City of Grove City



AND

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



POLICE DISPATCHERS

2017-MED-09-1083

January 1, 2021 through December 31, 2023

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ARTICLE 1

CONTRACT

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

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

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

Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Contract be restrained by any such tribunal pending final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of the Contract by a court of competent jurisdiction and upon written request by either party, the parties of this Contract shall meet at mutually agreeable times (within thirty (30) days) in an attempt to modify the invalidated provisions by good faith negotiations.

1.4 - Sanctity of Agreement. No changes in this Contract shall be negotiated during the duration of this Contract unless there is a written accord by and between the parties hereto to do so, which written accord shall contain a list of those matters to be the subject of such negotiations. Any negotiated changes to be effective and incorporated in this Contract must be in writing and signed by the parties. Neither party shall attempt to achieve the alteration of this Contract by recommending changes in, additions to, or deletions from the Charter, ordinances and resolutions, or Civil Service Commission Rules and Regulations. Any past economic benefit and benefits provided in ordinances in existence prior to the effective date of this Agreement, which are not specifically addressed in this Contract, shall not be altered except by negotiations between the parties.

1.5 - Enforceability of Contract. The City asserts and believes that the provisions of this Contract are enforceable in a court of law, and that the provisions contained herein do not represent any illegal delegation of power.

ARTICLE 2

RECOGNITION

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

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

New-hire probation shall begin on the first day on which a member receives compensation from the City and shall continue for one (1) year after release from field training.

Newly promoted supervisors shall serve a one (1) year probation period, during which they are subject to demotion.

2.3 - Dues Deduction. The City agrees to deduct one half (½) of the FOP/OLC Membership dues, in the amount certified by the FOP/OLC to the City, from the first two (2) pay periods of each month from the pay of any Member requesting same. If a dues deduction is desired, the Member shall sign a payroll deduction form which shall be furnished by the FOP/OLC and presented to the appropriate payroll clerk. The City agrees to furnish to the **FOP/OLC individual named on the monthly invoice**, once each calendar month, a **payment** in the aggregate amount of the deductions made for that calendar month, together with a listing of the Members for whom dues deductions were made. Nothing herein shall prohibit Members covered by this Contract from submitting dues directly to the FOP/OLC. The City agrees to meet with the FOP/OLC to discuss adding additional payroll deductions should the FOP/OLC develop additional Member benefits. Should the City concur that these programs are beneficial to Members, and acceptable to the City, the City shall grant the additional payroll deduction contingent upon the capability of the payroll computer program.

2.4 - Indemnification. The FOP/OLC shall indemnify and save the City harmless against any and all claims, demands, actions or other forms of liability

asserted against the City by reason of any deductions paid to the FOP/OLC by the City.

2.5 – Notifications to Union. The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification will be written or electronic to the FOL/OLC no more than sixty (60) days of their hire date. Notice of same may be made to the FOP/OLC office and/or through the FOP/OLC staff representative.

Upon request during the first pay period in January and July of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit employees. This notification can be made to the FOP/OLC office or through the Staff Representative.

Should the Employer receive a notice from a bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLC membership, the Employer shall notify the FOP/OLC in writing or electronically within fourteen (14) days of this request. This notification can be made directly to the FOP/OLC office or through the Staff Representative.

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

ARTICLE 3

NON-DISCRIMINATION

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

ARTICLE 4

REPRESENTATION

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

Both primary and alternate FOP/OLC Associates shall continue to be required to report to their supervisors at their assigned shift stating time, and they shall be required to apprise their supervisors of their whereabouts at all working times while they are performing the duties allowed by this Article. In addition, the FOP/OLC Associates will be required to drop or forego any of their activities allowed by this Article, upon the direction of their supervisors, for the purpose of assisting in emergencies. But for an emergency situation, sufficient time to perform FOP/OLC functions will not be unreasonably limited by the City or the supervisors, nor will the FOP/OLC Associates devote unnecessary City paid time to these functions. None of the duties of the FOP/OLC officials herein described may be conducted on City paid overtime hours. Nothing in this Contract shall preclude the FOP/OLC Associates in the Bargaining unit from also serving as a Grievance Representative, or as Grievance Chairman.

ARTICLE 5

INTERNAL INVESTIGATIONS

5.1 - Scope. The provisions of this article shall be followed whenever a Member is suspected of, or a witness to an action, or inaction which could result in disciplinary action or criminal charges being filed against any Member.

5.2 – Notification. At the time any Member is notified that they are the subject of an investigation they shall be given at least forty-eight (48) hours prior to any interview to contact a FOP/OLC Representative for the purpose of representation.

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

5.4 - Members Records. If the Member requests it, he or she shall be given a brief time prior to any questioning to locate and review any written documents the Member possesses regarding the event(s) being investigated in order to fully prepare to accurately and completely respond to the questioning. An investigating officer may accompany the Member during his or her brief search and review of such documents.

5.5 - Criminal Charges. In advance of any questioning, a Member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against the Member shall be advised of their constitutional rights in accordance with the law.

5.6 - Conduct of Interview. Any interviewing of a Member will be conducted at hours reasonably related to the Member's shift, preferably during working hours. Interview sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

5.7 - Refusal to Answer Questions. Before a Member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the Member shall be advised that such conduct, if continued may be made the basis for such a charge, except as set forth by law. No Member shall be charged with insubordination where such refusal is based on the Member's exercise of rights and advice afforded the Member in regard to a criminal investigation. However if a Member is informed by the investigating officer his or her response to questions will not result in criminal charges against the Member and they are ordered to answer the questions, a Member's refusal to answer questions or participate in the investigation may form the basis for a charge of insubordination.

5.8 – Coercion. Any evidence obtained in the course of an internal investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary proceeding. However, notification to a Member that potential disciplinary action could result if the Member continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion, or promises.

5.9 - Application to Other Members. When a Member is to be interviewed in an investigation of any other Member, such interview shall be conducted in accordance with the procedures established herein, and the Member shall be accorded all rights given to them subject to investigation.

5.10 – Complaints. When an anonymous complaint is made against a Member and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report. Also, when any citizen complaint is filed greater than thirty (30) calendar days after the date of the alleged event complained of, and where the complaint, if true, is neither just cause for termination nor could lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report; but the Member shall be notified orally or in writing of such claim. If in the course of an investigation the complaining party is unable to be contacted or refuses to assist in the investigation within sixty (60) days of filing the complaint, the complaint shall be classified as unfounded.

5.11 – Access. A Member who is charged with violating Police Rules and Regulation shall be provided access to transcripts, records, written statements, and videotapes. Such access shall be provided reasonably in advance of any hearing to the Member or the FOP/OLC Representative.

5.12 – Transcripts. When a Member is being interviewed in an internal investigation the interview shall be recorded by the City. Recordings will be made only by the City and a copy of the recording will be provided to the Member, upon the request of the Member or the Member's representative. If desired, the Member, and his or her representative, will be afforded the opportunity, upon written request directly to the Chief (or designee), to listen to and make personal notes or verify the accuracy of a transcript regarding a tape made of any interview subsequent.

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

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

5.15 – Grievance. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step Two.

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

ARTICLE 6

MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

- A. The right to manage and control the business and operation of the City and to determine all locations for the City facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the City, the right to determine all schedules, schedules of events, assignments of employees, including overtime, and the right to establish and maintain standards of quality and workmanship, to establish, maintain and amend occupational classifications, to establish working rules and regulations, to layoff and recall employees whenever necessary, to determine the size and composition of the work force including the right to relive employees from duty or to abolish positions.
- B. The power to establish rules and regulations governing all employees, the administration of the City, use of City property, attendance at meetings and the compensation and reimbursement of expenses therefore.
- C. The authority to manage and direct its employees, to select, hire, rehire, promote, assign, and reassign employees, to maintain discipline and efficiency, discharge employees, and to determine shift schedules.
- D. All rights, powers, and authorities granted at any time to the City and City Administrator by the laws of the State of Ohio, as well as such rights, powers, and authorities which can reasonably be inferred there from,

except as specifically limited by the terms of this Contract. The parties agree that all such rights, powers, and authorities shall be vested in the City and for the life of this Contract there shall be no duty to bargain over such rights, powers, and authorities.

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

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 - Grievance Defined. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this agreement.

7.2 - Qualifications. A grievance can be initiated by the FOP/OLC or an aggrieved Member. Where a group of Members desire to file a grievance involving a situation affecting each Member in the same manner, one Member selected by such group shall process the grievance as the designated representative of the group. All Members wishing to participate in a group grievance shall sign the form or an attachment to the form.

7.3 - Jurisdiction. Nothing in this Grievance Procedure shall deny Members any rights available at law to achieve redress of their legal rights, including the right to appear before the Civil Service Commission where that body agrees that it has jurisdiction over the subject matter. However, once the Member elects as his or her remedy the Civil Service Commission (and that body takes jurisdiction), or legal action, the Member is thereafter denied the remedy of the Grievance Procedure provided herein. Further, once a Member elects the grievance/arbitration procedure as their remedy the Member expressly waives the right to any other remedy, including but not limited to, Civil Service Commission or legal action except for appeal under Ohio Revised Code Section 2711.09, except as provided by law. This Section shall not apply to applicable civil rights or worker's compensation statutes.

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

Grievance Representative selected by the FOP/OLC shall be designated as the Grievance Chairman and one Grievance Representative shall be designated as alternate Grievance Chair. The employer will be notified of the names of the Grievance Representatives.

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

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

Such approval of the supervisor will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal their grievance or have it heard. The Grievance Chairman shall be allowed reasonable, necessary time during scheduled working hours to perform the aforementioned duties and shall notify their supervisor in advance of such assignments.

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

- A. **Preliminary Step.** A Member having an individual grievance or a member selected to represent a group of grievants will first attempt to resolve it informally with their immediate supervisor. Such attempt at informal resolution shall be made by the Member-grievant within ten (10) calendar days following the occurrence of the events or circumstances giving rise to the grievance or were first known by the Member-grievant. Grievances brought to the attention of the supervisor (except for automatic time extensions as hereinafter described in Section 7.7) beyond the ten (10) calendar days' time limit shall not be considered. The grievant must clearly indicate to their immediate supervisor which section(s) of this contract have been misinterpreted, violated or misapplied. At this Step, there is no requirement that the grievance be submitted or responded to, in writing. The Grievance Representative may accompany the grievant to the meeting with the supervisor should the latter request the attendance of

a representative. If the Member is not satisfied with the oral response from the immediate supervisor at this Step, the Member may pursue the formal Steps which follow below. Before a grievance is placed in writing pursuant to Step One, such grievance shall be screened by the Grievance Chairman or alternate Grievance chair.

B. Step One -Communications Manager

- (1) When such Member is not satisfied with the supervisor's response in the Preliminary Step, the Member may then submit said grievance in writing to the Communications Manager on the FOP/OLC Grievance Form. Such form must be submitted to the Communications Manager within seven (7) calendar days following the oral response from the Preliminary Step. The Communications Manager shall sign and date the form upon receipt. A grievance submitted beyond the seven (7) calendar day time limit shall not be considered.
- (2) Within seven (7) calendar days of receiving the written grievance, the Communications Manager shall fully investigate and provide a written response to the grievant. If the aggrieved Member does not refer the grievance to the Second Step of the procedure within seven (7) calendar days after the receipt of the decision rendered in this Step, the grievance shall be considered satisfactorily resolved.

C. Step Two - Chief of Police.

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

- (4) Within fifteen (15) calendar days of the meeting in this Step, the Chief shall complete his/her investigation and shall submit to the Grievance Chairman and the grievant a written response to the grievance.

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

7.7 - Time Off For Presenting Grievances. A Member and the Grievance Representative (or the alternate Grievance Representative in the Grievance Representative's absence) shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal a grievance or have it heard.

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

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

7.10 - Representatives in Meetings. In each Step of the Grievance Procedure outlined in Section 7.6, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance notice to the other party that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

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

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

ARTICLE 8

ARBITRATION

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

8.2 - Selection of Arbitrator. Within fourteen (14) calendar days following the City's receipt of the FOP/OLC's notification for arbitration, the City and the FOP/OLC will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator by joint letter, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of nine (9) names. The City and the FOP/OLC will make every effort to select one mutually acceptable arbitrator from the panel. If the City and the FOP/OLC cannot mutually agree, an arbitrator

will be selected by the representatives of the parties alternately striking names and selecting the final remaining name. Before striking, each party may request a new and complete panel once. The party making such request shall pay the additional panel fee, if any.

8.3 - Authority of Arbitrator. The Arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties, and applying the rules of the Arbitration Tribunal. It is expressly understood that the ruling and decision of the arbitrator, within their function as described herein, shall be final and binding upon the parties. The arbitrator shall have no power to add to or subtract from or modify the provisions of the Contract or to make any award which is not required by the application of the express terms of this Contract.

8.4 - Arbitration Costs. The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne equally by both parties. The expenses of any non-Member witness shall be borne, if at all, by the party calling them. The fees shall be split equally if both parties desire a report or request a copy of any transcript. Any Member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the Member's normally scheduled working hours on the day of the hearing.

8.5 - Arbitration Award. The arbitrator shall render in writing the findings and award as quickly as possible within thirty (30) calendar days after the close of the hearing, and shall forward such findings, award, and all supporting data to City and to the FOP/OLC. The award, if in favor of the grievant, will be immediately implemented by the City.

ARTICLE 9

LABOR RELATIONS MEETINGS

9.1 - Commitments. The City and the FOP/OLC recognize the benefit of exploration and study of current and potential problems and differences in the administration of this Agreement through meetings of representatives to exchange views and information. Accordingly, the Labor relations committee shall continue to function during the term of this Contract to develop approaches and possible solutions to matters of vital concern. This Committee will meet at least once semi-annually and at other times when mutually agreed between the parties.

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

The Committee shall study, explore, and make recommendations to the FOP/OLC and the City during the term of this Contract concerning any issue referred to the committee by either party. The committee shall consist of two (2) representatives from the FOP/OLC, who shall be the FOP/OLC Associate and Alternate Associate and the Chief of Police and the Administrative Assistant (or designee). Neither the FOP/OLC Staff Representative nor legal counsel for the City are prohibited from attending. Persons representing either party who are specialists in the subject matter under discussion may be brought into committee meetings by agreement of the parties.

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

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

ARTICLE 10

CORRECTIVE ACTION AND RECORDS

10.1 - Corrective Action for Cause. No Member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause.

10.2 - Pre-Disciplinary Procedure. The following is the procedure which shall be used by the City prior to any disciplinary action being taken against a Member which is more serious than a written reprimand.

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

If the recommended disciplinary action exceeds a thirty (30) day suspension, the Member may not accept the Chief of Police's recommendation and the matter shall be automatically appealed to the Director of Public Safety.
- D. If the matter is appealed to the Director of Public Safety, the following procedures shall apply:
 - (1) Any pertinent evidentiary documents which support the charges and notice of any witnesses to be called or whose testimony will be used to support the charges shall be provided to the Member or the Member's representative at least two (2) days prior to the hearing on such charges. This certification shall be made to both the Director of Public Safety and the Member.
 - (2) Within seven (7) calendar days from the receipt of the Chief's recommendations, the Director of Public Safety shall schedule a departmental hearing. The Member may be placed upon or kept on administrative reassignment and/or administrative leave with pay by the Chief of Police pending the outcome of the departmental hearing.

10.3 - Departmental Hearings. In accordance with the provisions set forth above, if a disciplinary matter is appealed to the Director of Public Safety, the Director of Public Safety shall conduct an independent hearing/pre-disciplinary

conference where the charged Member will be allowed to be represented by an attorney or FOP/OLC representative (at no cost to the City), and will be allowed an opportunity to present the Member's position, to call witnesses material to their defense and to present evidence. During this hearing/pre-disciplinary conference, the Member will not have the opportunity to confront and cross-examine their accusers. Hearings will be held in the office of the Director of Public Safety, unless an alternative site is mutually agreed upon by the parties. The Director of Public Safety, in any hearing or charges against a Member, shall have the same powers to administer oaths and to secure the attendance of witnesses and the production of books and papers as are conferred upon the Mayor, and shall have the opportunity to question or examine any Member or witness. The Director of Public Safety shall render judgment which may be dismissal, suspension, written reprimand, oral reprimand or not guilty. Such judgment shall be final except as otherwise set forth in Article 8 of this Contract. Oral and written reprimands shall not be subject to arbitration.

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

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

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

Actions of record are defined as:

1. Oral Reprimand:

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

2. Written Reprimand:

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

3. Suspension:

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

4. Demotion:

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

5. Dismissal:

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

10.5 - Progressive Action. The principles of progressive corrective action will be followed with respect to minor offenses. The progression will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to dismissal.

10.6 - Duration of Records. All disciplinary records will be maintained in each Member's personnel file throughout their period of employment except as follows: records of oral reprimands will be removed from the file upon the request of the Member six (6) months after such was given if no further corrective action has occurred; written reprimands will be removed from the file upon the request of the Member one (1) year after such was given if no further corrective action has occurred; and suspensions will be removed from the file upon the request of the Member five (5) years after such was given if no further corrective action has occurred.

10.7 - Review of Personnel Files. Every Member shall be permitted to review their own personnel file at any reasonable time upon written request to the supervisor. Except for supervisory and administrative personnel with a legitimate need to know, and except for the Civil Service Commission and Courts of competent jurisdiction which have subpoenaed them, a Member's personnel files shall not be available for review by anyone. Except as required by law, no

information in a Member's personnel file will be shared with anyone outside of the City except name, place of employment, dates of employment, job classification and pay range; except that additional specified information may be given upon advance notice to the Member involved by the Chief of Police. Any Member may copy documents that have been placed in their file.

If a request is made to inspect and/or copy records within a Member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the City intends to comply with this request, the City shall first, provide written notification to the Member of the nature of the request, which notification shall be provided to the Member at least three (3) working days prior to the City's intended compliance with the request. Within this three (3) day period, the Member shall have the opportunity to take any one or more of the following actions:

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

10.8 - Inaccurate Documents. If upon examining their personnel file, any Member has reason to believe that there are inaccuracies in documents contained therein; the Member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the Member's contentions the Chief shall either remove the faulty document or attach the Member's memorandum to the document in the file and note thereon concurrence with the memorandum's contents.

10.9 - Placement of Material in Personnel File. Any document relating to a Member's employment status with the City shall be maintained in the Member's personnel file provided, however, that a Member's personnel file may be kept in various locations throughout the City. Medical and psychological records shall not be kept in the Member's personnel file, but shall be kept in a separate file.

ARTICLE 11

WORK RULES AND INFORMATION ORDERS

11.1 – Work Rules. The City agrees, that, to the extent possible, work rules shall be reduced to writing and provided to all Members fourteen (14) days in advance of their enforcement. Any charge by a Member that a work rule, General Order, Training Bulletin or Informational Order is in violation of this Contract or has not been applied for interpreted uniformly to all Members, shall be a proper subject for a grievance. The City will provide **all Members covered by this contract with** copies of any revised or new work rules, General Orders, and Training Bulletins, in advance of their intended effective dates.

ARTICLE 12

SENIORITY CONSIDERATIONS

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

- A. Separation because of resignation, except where Member is rehired within one (1) year;
- B. Removal;
- C. Failure to return from an authorized leave of absence;
- D. Unauthorized leave of absence;
- E. Medical leaves of absence beyond eighteen (18) months, or until the Member uses all available sick leave, whichever is greater, except that this provision shall not apply to a medical leave of absence which results from a Member’s injury in the line of duty as defined in Section 21.5.

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

period shall be two (2) weeks. When there is more than one (1) assignment vacancy, all these assignments can be posted simultaneously.

12.3 – Application of Seniority for Specialized or Technical Positions.

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

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

ARTICLE 13

WAGES AND LONGEVITY

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

Grove City Dispatchers Wage Structure				
	2020/Current	2021	2022	2023
	Increase %	3.00%	2.75%	2.75%
Dispatcher				
Probation	\$21.73	\$22.38	\$23.00	\$23.63
Step 1	\$22.85	\$23.54	\$24.18	\$24.85
Step 2	\$25.12	\$25.87	\$26.59	\$27.32
Step 3	\$26.88	\$27.69	\$28.45	\$29.23
Step 4	\$28.59	\$29.45	\$30.26	\$31.09
Step 5	\$30.30	\$31.21	\$32.07	\$32.95

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

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

- A. Probation Step shall be the minimum rate and shall be the hiring rate for the class except the City may elect to start a new hire at a higher step if the applicant clearly has demonstrated previous emergency dispatcher experience and training. In no case will the new hire receive a starting rate higher than Step 3.
- B. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 1 on the first day following completion of one (1) year of continuous service **after the completion of field training** in the Member's class at Probation Step.
- C. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 2 on the first day following completion of one (1) year of continuous service in the Member's class at Step 1.

- D. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 3 on the first day following completion of one (1) year of continuous service in the Member's class at Step 2.
- E. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 4 on the first day following completion of one (1) year of continuous service in the Member's class at Step 3.
- F. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 5 on the first day following completion of one (1) year of continuous service in the Member's class at Step 4.
- G. The salary step advancements as prescribed in this Article shall be mandatory upon the Appointing Authority with regard to classified employees.
- H. References in this Contract to Probation Step are provided only for reference and are not to be viewed as indicative of any representation made by the FOP/OLC or the City that the FOP/OLC had or has any role to play in the hiring or recruiting of dispatchers.

13.3 - Pension Pick-up. The full amount of the statutorily required employee contribution to the Public Employees' Retirement System ("The Fund") shall be withheld from the gross pay of Members and shall be "picked-up" by the City and shall be designated as public employees contributions and shall be in lieu of contributions to the Fund by each Member. No Member subject to this "pick-up" shall have the option of choosing to receive the statutorily required employee contribution to the Fund instead of having it "picked-up" by the City or of being excluded from the "pick-up". The parties agree that the City will not incur any additional costs in the deferment of said Federal and State income taxes. Should the rules and regulations of the Internal Revenue Service or the Fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

13.4. – Longevity. For all Members, the following longevity bonus schedule shall be in effect.

<u>Paid First Pay Period Following this Anniversary</u>	<u>Annual Longevity Lump Sum Payment</u>
5th through 10 th	\$ 1,075.00 per year
11th through 15 th	\$ 1,325.00 per year

16 th through 20 th	\$ 1,550.00 per year
21st through 24th and thereafter	\$ 1,900.00 per year
24th through 29 th	\$2,250.00 per year

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

13.5. Training Officers (TO). Training Officers will be selected by their immediate Supervisor on the basis of their experience, education, skills and work performance in addition to their ability to train individuals. Training Officers, so selected, shall receive **two** dollar (\$2.00) per hour for all hours actually worked as a training officer. Such compensation will not be included with any leave time; only hours actually worked.

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

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

ARTICLE 14

SHIFT DIFFERENTIAL

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

Effective January 1, 2018, shift differential shall be one dollar and **twenty-five** (\$1.**25**) per hour.

14.2 - Eligibility. Shift differential pay shall be provided for the hour(s) actually worked between 3:30 p.m. and 7:30 a.m. only, but excluding any hours in paid status while on approved leaves (injury leave, vacation, sick leave, off-duty court

time hours and other such time) - shift differential shall not be paid in addition to regular pay for any hours of on-leave with pay.

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

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

ARTICLE 15

CLOTHING AND EQUIPMENT

15.1 - Initial Issue. Upon appointment to the Division of Police each new Member shall be issued all required and approved uniform parts and equipment as specified by the Chief of Police.

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

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

15.5 - Damaged or Lost Uniform Parts or Equipment. All clothing and uniform parts or equipment must be approved in advance of use by the Chief. For all clothing and uniform parts or equipment so approved, Members shall have any clothing and uniform parts or equipment damaged or lost in the line of duty replaced by the City at no cost to Members. Members will turn in any damaged clothing and uniform parts or equipment. Any clothing uniform parts or equipment damaged or lost due to carelessness or negligence on the part of the Member may subject the Member to discipline.

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

Director of Finance shall withhold the required taxes from the Members pay on the next full pay period following receipt of the certification.

ARTICLE 16

UNION BUSINESS

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

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

16.3- FOP/OLC Officials Roster. The FOP/OLC shall provide to the City an official roster of its Members who are or become FOP/OLC Associates and/or representatives within thirty (30) days of the effective date of this Contract and within thirty (30) days of any change and will include the following:

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

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

16.4 - Union Meetings

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

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

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

ARTICLE 17

HOURS OF WORK AND OVERTIME

17.1 – Definitions. For the purpose of this Contract, a work week shall be considered to commence at 12:01 a.m. on Saturday and to conclude at 12:00 midnight on the following Friday. The standard work week shall consist of forty (40) hours in paid status and the standard pay period shall consist of eighty (80) hours in paid status. For Members a standard work day shall consist of eight (8) or ten (10) consecutive hours in paid status and a standard workweek shall consist of five (5) or four (4) consecutive eight (8) or ten (10) hour workdays and two (2) or three (3) consecutive days off. "Paid Status" shall include work hours as well as all hours in paid status while on approved leave, including holidays, vacations, injury, military and sick leaves, etc.

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

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

17.3-Overtime. Members shall be compensated at straight time rates for all hours in paid status except that all hours worked or in paid status (other than sick leave as set forth below) totaling in excess of the eight (8) or ten (10) hours standard workday (whichever applicable) and all hours worked or in paid status totaling in excess of forty (40) hours in any work week shall be compensated for at one and one-half (1½) times the Member's regular straight-time hourly rate. Sick leave will not count as time actually worked for overtime purposes unless the member request re-approval forty-eight (48) hours before the absence.

17.4 - Overtime Scheduling. Good faith efforts will be made consistent with efficient and effective operation of the Department to rotate prescheduled overtime and to distribute in a fair and efficient manner unscheduled overtime among all qualified Members. Inability to work a prescheduled overtime assignment due to illness or death in the family will not require the Member to charge such absence against sick leave. The City will make reasonable attempts to post pre-scheduled overtime two (2) weeks in advance when possible. This provision shall under no circumstances be interpreted as limiting the City's right to schedule and assign overtime.

17.5 – Provisions Regarding Holidays and Overtime. Requests for leave on the holidays listed in Article 19, and the additional days listed below, for the purpose of this Article only, shall be granted only if another Member(s) voluntarily accepts the assignment of the shift hours. The Member requesting leave shall forward their request in writing to the Supervisor, who will then post the leave request on the overtime posting sheet upon receipt. The Member shall make the leave request at least seven (7) days before such leave is desired. Member(s) shall indicate their willingness to volunteer for such coverage by signing the overtime posting sheet where indicated. If voluntary coverage is not offered by other Members, the leave will not be granted to the requesting Member. In addition to those listed in Article 19, dates that will not be covered with mandatory assignment, absent special needs or circumstances, which will be determined in the City's sole discretion, are:

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

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

17.6 - Shift Preference. Whenever a vacancy occurs in a shift and/or days off schedule, the Member applicant with the greatest seniority (as defined in Section 12.1) making a request for said vacancy shall be selected. Written requests for changes in shift and/or day off schedules may be made at any time. Such requests will be reviewed and acted upon at least every six (6) months in February and August. Such request will be retained until the completion of the next bidding process. As long as staffing levels allow, the City shall continue the practice of shift bidding twice a year (beginning on the first Monday in February and August as noted above) with such bidding changes taking effect the first full

pay period after completion of the bidding process. When the bidding process is underway, each Member shall have no more than three (3) calendar days to make a bid selection after receiving notice that it is their turn to make a bid on the schedule. A Member who does not make bid selection within three (3) calendar days shall forfeit the right to make a selection at that time and the process shall continue with the next least senior dispatcher. After the next least senior dispatcher makes a selection, the process will return to the Member who was most recently bi-passed from the process due to the failure to make a timely bid. At that time, the Member will again have three (3) calendar days to make a bid on the schedule. A Member who again does not make a bid selection within three (3) calendar days shall forfeit the right to make a selection at that time and their turn shall revert to the end of the process. The process shall continue with the next least senior dispatcher. This bidding process and provision, including the timelines and forfeitures, shall not be affected or adjusted for any leaves or absences of any kind. There shall be no ability to appeal or grieve any aspect of this bidding process and provision.

17.7 - Substitution (Trading) of Time. A Member, at the Member's option may agree to substitute during scheduled work hours for another Member, subject to the following:

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

17.9 - Shift Transfers. Consistent with the rights granted management in Article 6, Management Rights and Responsibilities, the City may reassign a Member to

another shift. The City shall give the Member fourteen (14) days notice prior to the transfer, or less if mutually agreed upon by the City and the Member. If such a shift reassignment is made by the City after the request of any Member(s) no notice need be given to any affected Members(s).

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

ARTICLE 18

REPORT IN, CALL IN, AND COURT PAY

18.1 - Report In and Call In Pay. When a Member is ordered to report to work and reports, the Member shall be paid at one and one-half (1½) times the Member's regular hourly rate for all hours worked, but for a minimum of three (3) hours at this rate of pay. This provision shall apply to Members who are called to work while on off-duty time and/or who are scheduled to attend quarterly meetings when the meeting start time does not abut the Member's regularly assigned work time.

18.2 - Court Time. Members who are required to make work-related court appearances (civil or criminal) shall be paid for all such hours at the applicable rates, where such hours are during the Member's regularly scheduled hours. When such court appearances are not during a Member's regularly scheduled shift hours, or the Member is on approved leave, then the Member shall be paid at the rate of one and one-half (1½) times their hourly rate for each such hour worked, and shall be paid a minimum of three (3) hours for each such court appearance at this rate. This Section shall also apply to a Member's required appearance in any administrative hearing.

18.3 – Court Stand- by.

- A. When a Member is issued a stand-by subpoena, and is required to be on "stand-by" status for court appearances, away from their work, and outside the Member's regularly scheduled hours, the Member shall receive two (2) hours of pay for such "stand-by" status at the Member's regular straight-time rate of pay. If a Member is required to make a court appearance, Section 18.2 shall apply and the Member shall not be entitled to "stand-by" pay.
- B. If a Member receives a subpoena marked "stand-by", the Member shall be required to telephone the Police Radio Room by using a designated phone number any time between 11:00 a.m. and 12:00 p.m. (noon) to see if the Member is required to appear in court, on said subpoena case. If

the Member is advised they are not needed to appear in court, the Member shall request the "call for service dispatch number". This number shall be recorded by the Member on the Member's payroll time sheet. The Member shall thereby be considered "released" from the "stand-by" status and shall have completed the requirements for receiving court "stand-by" pay.

- C. Members issued a stand-by subpoena must be available to respond to all calls prior to 11:00 AM. Failure to respond to such calls will result in the loss of Court Stand-by pay for that particular subpoena.
- D. The City and the FOP/OLC agree that if court procedures are changed by the court system, that these policies may be discussed at labor relations to insure that this stand-by policy remains fair and equitable.

ARTICLE 19

HOLIDAYS

19.1 - Paid Holidays. The following are designated as paid holidays for all Members:

New Year's Day	January 1
Martin Luther King Day	January 15
President's Birthday	Third Monday in February
Easter Day	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Years Eve	December 31
Member's Birthday	

Any special holiday proclaimed by the Mayor.

19.2 Holiday Compensation/Holiday Leave Bank. Members shall receive 104 hours of holiday leave January 1st of each year. The use of this time shall be scheduled with the approval of the immediate supervisor and consistent with vacation leave scheduling. Holiday leave can be used in one (1) hour increments.

No holiday time can be carried over into the next calendar year. Members must use holiday time as time off on or before the first pay period in November of each year. Any unused holiday time will be paid to the Member on the last pay period of November at the Member's current regular rate of pay.

Members who leave City employment for any reason during the calendar year shall have the holiday leave prorated based upon the number of City recognized holidays to date. For Members who terminate City employment during the calendar year, any holiday leave used in excess of this amount will be deducted from vacation leave or regular pay on the Member's final check. Members in their first year probationary period may use no more than eight (8) hours of holiday leave per leave request.

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

ARTICLE 20

VACATION LEAVE

20.1 – Vacation Year. The vacation year for Members shall end at the close of business on the last day of the last pay period that ends in the month of December.

20.2 – Conditions of Accrual. Each full-time status Member shall accrue vacation leave by pay period at the annual rate of workdays based on the years of continuous service as established in the schedules contained in Section 20.3 of this Article. In computing years of continuous service, the higher rate of accrual will begin on the first day of the first pay period in which a continuous year of service begins.

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

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

20.4 – Maximum Accrual of Vacation.

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

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

except that Members entitled to more than two hundred (200) hours vacation may be required to schedule that portion beyond two hundred (200) hours at a time other than during the months of June, July and August.

- H. The City may recognize prior emergency dispatch experience for the accrual of vacation leave. The scheduling of such vacation will still follow seniority rules with the City.

20.5 – Vacation Conversion. Members may submit a request to convert vacation leave to paid compensation at the Member's regular straight-time rate of pay at any time. Payment for converted vacation leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion. A Member may not convert vacation if such conversion will leave less than eighty (80) hours of accrued vacation time in the Member's vacation bank.

ARTICLE 21

SICK AND INJURY LEAVE

21.1 - Sick Leave Accumulation. Each full-time Member shall be entitled for each completed eighty (80) hours of service (excluding overtime) to sick leave of 4.6 hours with pay. Unused sick leave shall be cumulative without limit. Sick leave may be used in one half (½) hour increments. When a Member first comes under the employ of the City, the Member shall be advanced sick leave to their credit in an amount equivalent to one hundred and twenty (120) hours. Such new Member shall not be entitled to accumulate additional sick leave until the Member works the number of hours that would have been worked to earn the amount of sick leave advanced to said Member.

21.2 - Sick Leave Usage. Members may use sick leave, upon approval of the Administrative Assistant or the Chief, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and for illness or injury in the Member's immediate family (this determination to be within the authority of the Department Head); death in the immediate family and for the necessary medical, dental or optical consultation or treatment when the same cannot be obtained during off duty time. A Member is limited to five (5) days (forty (40) hours) leave for a death in the immediate family. For purposes of this Article, "immediate family" shall include spouse, child, parents, brother, sister, grandparents, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half brother, half sister.

At the City's discretion, an employee shall furnish a satisfactory written signed statement to justify the use of sick leave, a statement from the employee's health care provider or fully completed applicable City forms including those relating to FMLA or other leaves then in use by the City. Falsification of either a written, signed statement or a physician's certificate may be grounds for corrective action, up to and including removal. No Member may receive payment from the City for sick leave if the Member is receiving Worker's Compensation for the same purpose.

21.3 - Sick Leave Conversion Members may submit a request to convert sick leave to paid compensation at the Member's regular straight-time rate of pay at any time. The rate of conversion shall be two (2) hours of unused sick leave for one (1) hour of paid compensation. Payment for converted sick leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion. A Member may not convert sick leave if such conversion will leave less than three hundred sixty (360) hours of accrued sick leave in the Member's sick leave bank.

21.4 Cash Payment for Sick Leave Credit Members shall, at the time of their retirement or resignation in good standing, receive sick leave payment based on the Member's rate of pay at retirement, or resignation for one-half (½) of the accumulation in excess of three hundred and sixty (360) hours. All severance pay shall be paid at the Member's current rate of pay. In the event a Member dies, as a direct result of an injury sustained in the course of their employment, the Member's estate shall be paid, on a day for day basis, for their unused sick leave at the rate of pay in effect at the time of the Member's death.

21.5. Donated Sick Leave

- A. Eligibility - Any eligible Member may apply to the Administrative Assistant or the Police Chief, to receive donated sick leave, if the Member requesting such donated sick leave:
1. Has a non-work related serious illness or serious injury, as documented in writing by a medical doctor, which renders them unable to perform the essential functions of their position for a minimum of four (4) consecutive weeks;
 2. Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence; leave balances must first be exhausted.
 3. Has not been offered non-work related Transitional Duty; and
 4. Has no disciplinary actions regarding sick leave abuse on record for progressive discipline purposes.

B. Procedure:

1. A Member qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the Human Resources Coordinator. Written documentation from a medical doctor of the Member's serious illness or injury must be attached to the request. The Human Resources Coordinator or his or her designee shall have the discretion to approve or deny such request.
2. Upon approval of a request for sick leave donation, the Human Resources Coordinator or his or her designee shall complete the necessary form and forward copies of same to each Member.
3. An employee wishing to donate sick leave to a fellow employee eligible for donation shall complete the necessary form and forward same to the Chief of Police, who shall provide a copy to Human Resources.

C. Approval - Upon approval of a Member's request for donated sick leave, the Administrative Assistant or the Chief shall:

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

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

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

E. Terms and Conditions – The following additional terms and conditions shall apply to the sick leave donation program:

1. All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation;
2. A Member receiving donated sick leave shall be paid at their regular, straight-time rate of pay, regardless of the rate of pay of the employee donating such leave;
3. Sick leave shall be deducted from donating Members proportionately from all donated hours and credited to the receiving Member's account on pay day up to the amount necessary for the Member to be paid their regular two (2) week's pay. No sick leave shall accumulate in the account of a receiving Member or be converted to cash or compensatory time. Any sick leave donated by a Member that is not used shall remain in the account of the donating Member.
4. A Member using donated sick leave shall be in active pay status and shall accrue sick and vacation leave, and be entitled to any benefits they would normally receive. All paid leave provided to or accrued by a Member while using donated sick leave shall be used in the following pay period before donated sick leave is used.
5. Members receiving donated sick leave shall be eligible to receive such leave only until the Member's estimated date of return to duty, or until the first pay period during which the receiving Member fails to receive enough donated leave to receive their full two (2) weeks pay. Members who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation.
6. No Member receiving donated sick leave will be permitted to be off work more than twelve (12) consecutive calendar months. A Member may not apply for donated leave more than once in any twelve (12) month period.
7. No Member may donate more than 40 hours to another Member in a calendar year.
8. The Administrative Assistant or the Chief shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall be strictly voluntary. No bargaining unit

Member shall directly solicit donations of sick leave from another Member other than by the posting of an approved form.

21.6 - Injury Leave. Each Member of the City who is disabled from performing their employment with the City due to bodily injury sustained by the Member, or illness contracted in the pursuit and performance of the duties of such employment, shall receive, in lieu of the benefits conferred upon Members by the sick leave provisions hereof, injury leave at the Member's normal rate of pay. Leave shall be paid for such period of time as the Member is actually disabled by bodily injury but for no more than six (6) months from the date of the disabling injury. The Director of Public Safety shall keep accurate records of injury leave and file a statement of such leave with the Mayor at the end of each month. The Director may prescribe needed rules and regulations for the establishment of eligibility for, and administration of, the benefits conferred by this Section 21.5. The receipt of benefits pursuant to this Section shall not take or otherwise affect the accrual of sick leave, vacation time, seniority or other benefits of employment.

ARTICLE 22

SPECIAL LEAVES

22.1 - Special Leave. In addition to other leaves authorized herein, the Department Head may authorize a Member to be absent without pay for personal reasons for a period or periods not to exceed five (5) working days of any calendar year. The City Administrator may authorize special leave of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year in their sole discretion. In addition, the City Administrator may require special leave be dual counted along with leave under the Family and Medical Leave Act. While an employee is on special leave, they shall be responsible for the full cost of their benefit program and any other requirements set by the City, unless regulated by state or federal law.

22.2 - Jury Duty Leave. A Member, while serving upon a jury in any court of record will be paid their regular salary for each of their workdays during the period of time so served less, whatever amount such Member may receive as compensation for the Member's services as a juror up to a maximum of four (4) weeks. Time so served shall be deemed active and continuous service for all purposes.

22.3 - Examination Leave. Time off with pay shall be allowed Members to participate in Grove City Civil Service tests or to take a required examination, pertinent to their City employment, before a State or Federal Licensing board.

22.4 - Military Leave. Members who are members of the Ohio Organized Militia which is comprised of the Ohio National Guard, the Ohio Military Reserve, and the Ohio Naval Militia, or as a reserve member of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay, and without any offset for receipt of military pay, for the time they are performing service in the uniformed services, as defined in Section 5903.01 of the O.R.C., for periods of up to one hundred and seventy-six hours (176) hours within one (1) calendar year.

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

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

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

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

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

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

ARTICLE 23

FAMILY AND MEDICAL LEAVE

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

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

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

ARTICLE 24

INSURANCE

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

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

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

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

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

24.6 - Communicable Disease Testing. The City will pay for any testing for Members who may have been exposed to communicable diseases while in the performance of their duties.

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

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

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

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

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

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

24.10 New or Additional Health Insurance Options It is the City's intent to offer HDHP only for the duration of this contract, however if during the term of this Agreement, the City makes available a new or additional health insurance option to any group of City employees, the Members shall have the option of

enrolling in such Plan in lieu of any other health insurance provided by the City, on the same terms and conditions applicable to the City employees enrolled in such Plan.

ARTICLE 25

PERSONAL EXPENSES

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

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

ARTICLE 26

MISCELLANEOUS

26.1 - Safe Equipment. The City will furnish and will maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, supplies and equipment required for Members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, supplies and equipment provided by the Administration.

26.2 - Layoffs. Layoffs and reinstatements from layoffs within the Bargaining Unit shall be accomplished pursuant to the procedure provided in the Rules of the Civil Service Commission. Included in the universe of employees in the Division of Police for this purpose shall be all Members covered by this Agreement.

ARTICLE 27

TUITION REIMBURSEMENT

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

- A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Chief of Police, (or designee). All courses are subject to approval by the Chief of Police. There must be a reasonable correlation between the Member's duties and responsibilities and the courses taken as determined by the Chief of Police. All scheduled times of courses must be approved by the Chief of Police. Any situation which, in the discretion of the Chief of Police, would require a Member's presence on the job shall take complete and final precedence over any time schedule for courses.
- B. Any financial assistance from any governmental or private agency available to a Member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the Member is eligible for under this Section. If a Member's tuition is fully covered by another governmental or private agency, then the Member is not entitled to payment from the City.
- C. All coursework subject to potential reimbursement shall be transmitted at least fifteen (15) days in advance of enrollment in the class to the Chief for pre-approval. A Member must timely complete all coursework in the regularly scheduled class schedule and receive a grade of "C" or better, or if the course is "pass/fail" a grade of "pass," to be reimbursed per this program. Reimbursement for tuition shall be made when the Member satisfactorily completes the course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution or agency confirming completion of the approved course to the Chief of Police. Reimbursements shall be made within sixty (60) days of the date the Member complies with the provisions of this Section.

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

ARTICLE 28

SUBSTANCE ABUSE AND TESTING

28.1 – Purpose. The City and the FOP/OLC recognize that the ability of a Member to properly perform their duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide Members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive Members of the Department, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation, or discipline, it is the purpose of the Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace. The City and the FOP/OLC recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective dispatching and service to the citizens of the City of Grove City by maintaining a drug and alcohol-free workplace.

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

- A. "Under the influence" means (1) an employee is using illegal drugs or misusing legally prescribed drugs or alcohol, or the combination of any illegal or misused drug and alcohol; or (2) the presence of a controlled substance, illegal drug, or misused or unlawfully used legal drug(s) in an employee's body as indicated by a verified positive drug test result or admission of the same.
- B. "Legal drug" means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.

- C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained, and prescribed drugs not being used for prescribed purpose. Illegal drug includes, without limitation, cannabis, cannabis derivatives, and cannabinoids.
- D. "Reasonable suspicion" is an articulated belief that a Member is using illegal drugs or misusing alcohol. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the Member, or from particularized information, and reasonable inferences there from.

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

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

28.4 - Testing Permitted.

- A. Reasonable Suspicion Testing. Where the City has reasonable suspicion to believe that a Member is engaging in conduct prohibited by Section 28.3, the City shall have the right to require the Member to submit to alcohol or drug testing as set forth in this article.
- B. Random Testing. The City may conduct random, unannounced testing of Members for alcohol and drug usage at an annual percentage rate of **fifty percent (50%)** of the average numbers of Members employed in the unit. The selection of Members for random testing shall be made by a scientifically valid method, such as a random number table or computer-based random number. Under the selection process, each Member shall have an equal chance of being tested each time selections are made.
- C. Pre-Employment Testing. Nothing in this contract shall limit the right of the City to conduct any alcohol or drug tests it may deem appropriate for persons seeking employment prior to their date of hire. The parties agree that the FOP/OLC has no role or responsibility with regard to any such pre-employment testing.

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

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

28.7 - Testing Procedure and Results.

- A. The lab selected to do drug testing shall be federally certified and mutually selected by the City and the FOP/OLC. The facility collecting and testing breath samples shall hold all legally necessary licenses and shall be mutually selected by the City and the FOP/OLC.
- B. Prior to submitting a specimen, the Member will be asked to sign a consent-refusal form, and shall be subject to discipline, up to and including discharge, for refusing to sign such a form.
- C. The collection and processing of urine samples shall, in the case of drug testing, comply in all material and applicable respects to the procedures set forth in the most recent revision of "HHS: Mandatory Guidelines for Federal Workplace Drug Testing Program" initially published on April 11, 1988 in 53 Federal Register 11970. The collection, processing and testing of urine samples in the case of alcohol testing shall comply with the procedures set forth in 49 C.F.R. part 40.
- D. With regard to drug testing, where the Member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers at the collection site. In the presence of the Member at the testing site, and without leaving the

Member's sight each urine sample taken shall be placed in two (2) sterile collection containers which shall be each be sealed by placement of a tamperproof seal over the bottle cap and down the sides of the bottle, and labeled and then initialed by the Member. The collection of urine samples shall allow individuals privacy unless there is reason to believe that the Member being tested may alter or substitute the specimen to be provided. The sample within the first container shall be sent to the testing laboratory, and the sample within the second container shall be stored at the test collection site.

The laboratory shall commence testing of the sample within the first container only if the sample is received in an undamaged condition, properly sealed and labeled, and properly initialed by the Member. The certified laboratory shall first conduct an initial screening of this sample. If the test results from the screening are negative, the Chief will be so advised and the testing procedure will be concluded. If illegal drugs or alcohol are found in the sample as a result of the screening, then that sample shall be submitted for confirmatory testing. The initial screening shall be accomplished by means of thin layer chromatography (TLC) or equally reliable testing methods and the confirmatory test shall be accomplished by means of gas chromatography/mass spectrometry (GS/MS). If the test results from the confirmatory test are negative, the chief will be so advised and the testing procedure will be concluded. If, as a result of the initial screening and confirmatory test, the test result is positive, the Member will be contacted directly by a Medical Review Officer ("M.R.O.") and will be given the opportunity to explain the reasons for a positive test result. Should the Member offer an explanation that in the judgment of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative and the Chief will be so advised and the testing procedure will be concluded. The M.R.O. may verify a test as positive without interviewing the Member if more than five (5) days elapse after the M.R.O. first attempts to contact the Member.

With regard to drug tests, if the test results are positive, and the Member has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the results negative, the Chief shall be notified and the Chief shall in turn contact the Member. The City will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the Member's choosing, at the Member's own expense, providing the Member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this contract. If the Member does not request

the testing of the sample within the second container after the sample within the first container tests positive, or if the Member requests the testing of the sample within the second container and it also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.

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

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

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

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

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

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

28.10 - Right of Appeal. The Member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this contract is grievable. Any evidence concerning test results which is obtained either in violation of the standards contained in this article or in violation of the procedures required by this article shall not be admissible in any disciplinary proceeding involving the Member.

28.11 - Treatment Costs. Treatment costs arising out of the Member's use of such services shall be paid for by the Member's insurance program, subject to any deductible, co-payment and policy limits under the Member's insurance program. Members will be allowed to use their accrued and earned leave (vacation or sick leave) or take an unpaid leave of absence for the necessary time off involved in a treatment program. Other than as specified in this Section

or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

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

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

28.14 - Confidentiality. All testing and actions taken under or pursuant to this Article shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this contract relative to disciplinary action taken against a Member.

28.15- Other Laws. This Article is in no way intended to supersede or waive any rights that a Member may be entitled to under federal or state constitution or any applicable law. Any action taken pursuant to this Article shall not be used as evidence or otherwise in any criminal proceeding against a Member.

ARTICLE 29

ENTIRE AGREEMENT

29.1 – Acknowledgement. The City and the FOP/OLC acknowledge that during negotiations which preceded this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract.

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

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

ARTICLE 30

DURATION OF CONTRACT

30.1 – Duration. All provisions of this Contract become effective January 1, 2021, unless otherwise specified in this Contract and shall continue in force and effect until midnight December 31, 2023.

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

30.3 - Signatures. Signed and dated at Grove City, Ohio on this ____ day of _____ 2018 by the authorized representatives.

FOR THE CITY

FOR THE FOP/OLC

Richard L. Stage, Mayor

Andrea H. Johan, Senior Staff Representative

Charles W. Boso, Jr., City Administrator

Tiffany Donaldson, Bargaining Team Member

Stephen J. Smith, Law Director

_____, Bargaining Team Member

Elizabeth Fahy, Bargaining Team

Member

DATE SIGNED: _____

4824-6790-9338v1

Date: 02/09/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Sponsor : Mr. Holt
Emergency: 30 Days: X
Current Expense:

No. : C-10-21
1st Reading: 02/16/21
Public Notice: 02/17/21
2nd Reading: 03/01/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-10-21

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

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

WHEREAS, 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; and

WHEREAS, in addition to the union adjustments, other non-union staff members were also adjusted.

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

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

(1) The Compensation Plan is organized into nine (9) pay grades for non-executive personnel and two (2) pay grades for executive personnel. In the non-executive pay grades, each grade is composed of one (1) probationary and ~~fifteen (15)~~ **twenty (20)** steps. The use of steps provides opportunity for personnel to move through the step system within grade for growth and development. The differentials between steps vary from step to step. Increments are higher in the early steps, recognizing that learning occurs more rapidly in the early stages of an employee's tenure as the employee develops mastery of the skills, knowledge and abilities required for effective performance of a job. The executive personnel pay grade uses a minimum-maximum pay range system. For non- executive pay grades, the initial employment salary will be set at the appropriate step as determined by the City Administrator, based on demonstrated skills, knowledge or ability developed in prior employment or education.

SECTION 2. Section 161.10 is hereby amended, in part, as follows:

<i>Job#</i>	<i>Organization Identification</i>	<i>Job Title</i>	<i>FLSA Exemption</i>	<i>Classification on Plan</i>	<i>FTE Maximum Number</i>	<i>PTE Maximum Number</i>	<i>Pay Grade</i>	<i>Minimum/ Maximum</i>
551	Clerk of Council	Council Support	N	U		2	2	\$12.75 - 19.35 \$13.08 - 22.62
512	City Council	Deputy Clerk of Council	N	C		1	5	\$19.99 - 30.33 \$20.50 - 35.45

1112	Administration	Deputy City Administrator	E	U	1		11	\$45.00 - 65.00 <u>\$46.17 - 66.69</u>
1211	Administration	Business and Community Relations Officer	E	U	1		9	\$32.88 - 49.89 <u>\$33.73 - 58.33</u>
1311	Administration	Business and Community Relations Specialist	N	C	2		6	\$22.74 - 34.50 <u>\$23.33 - 40.35</u>
1312	Administration	Court Account Specialist	N	C	1		CBA	\$16.56 - 29.76 (thru 4/20/19) <u>\$17.75 - 31.74 (thru 4/20/21)</u>
1313	Administration	Human Resource Coordinator	E	C	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
1314	Administration	Human Resource Specialist	E	C	1		6	\$22.74 - 34.50 <u>\$23.33 - 40.35</u>
1351	Administration	Human Resource Support	N	U		1	2	\$12.75 - 19.35 <u>\$13.08 - 22.62</u>
1512	Administration	Executive and Commissions Assistant	N	U	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
1513	Administration	Court Account Clerk	N	C	2		CBA	\$15.29 - 26.09 (thru 4/20/19) <u>\$16.38 - 27.82 (thru 4/20/21)</u>
1551	All	Part Time	N	U	N/A		1/2/3	\$12.00 - 26.05 <u>\$12.31 - 30.45</u>
2111	Finance	Finance Director	E	U	1		11	\$45.00 - 65.00 <u>\$46.17 - 66.69</u>
2211	Finance	Assistant Director	N	U	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
2511	Finance	Account Specialist	N	C	1		CBA	\$16.56 - 29.76 (thru 4/20/19) <u>\$17.75 - 31.74 (thru 4/20/21)</u>
2512	Finance	Payroll Specialist	N	C	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
2513	Finance	Accounting Assistant and Tax Administrator	N	C	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
3111	Information Systems	Information Systems Director	E	U	1		11	\$45.00 - 65.00 <u>\$46.17 - 66.69</u>
3211	Information Systems	Information Systems Manager	E	U	2		9	\$32.88 - 49.89 <u>\$33.73 - 58.33</u>
3311	Information Systems	Information Systems Coordinator	N	C	3		8	\$30.71 - 46.60 <u>\$31.50 - 54.47</u>
3451	Information Systems	Information Systems Support	N	U	1		3	\$16.67 - 25.29 <u>\$17.61 - 30.45</u>

3452	Information Systems	GIS Administrator	N	C	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
3453	Information Systems	GIS Analyst	N	C	1		6	\$22.74 - 34.50 <u>\$23.33 - 40.35</u>
4111	Law	Law Director	E	U	1		Set by Ordinance	-
5111	Parks and Recreation	Parks and Recreation Director	E	U	1		11	\$45.00 - 65.00 <u>\$46.17 - 66.69</u>
5211	Parks and Recreation	Parks and Recreation Superintendent	E	C	1		9	\$32.88 - 49.89 <u>\$33.73 - 58.33</u>
5311	Parks and Recreation	Parks and Recreation Supervisor	N	C	8		6	\$22.74 - 34.50 <u>\$23.33 - 40.35</u>
5511	Parks and Recreation	Administrative Secretary I	N	C	3		3	\$16.67 - 25.29 <u>\$17.61 - 30.45</u>
6111	Service	Public Service Director	E	U	1		11	\$45.00 - 65.00 <u>\$46.17 - 66.69</u>
6211	Service	<u>Service Superintendent</u> <u>Public Service Deputy Director</u>	E	<u>C</u> <u>U</u>	1		9	\$32.88 - 49.89 <u>\$33.73 - 58.33</u>
6212	Service	Service Superintendent	E	C	1		9 <u>98</u>	\$30.71 - 46.60 <u>\$31.50 - 54.47</u>
6411	Service	Urban Forestry Supervisor	N	C	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
6511	Service	Administrative Secretary II	N	C	1		4	\$18.24 - 27.68 <u>\$18.71 - 32.35</u>
6512	Service	Administrative Secretary I	N	C	1		3	\$16.67 - 25.29 <u>\$17.61 - 30.45</u>
6611	Service	Service Manager	N	C	1		8	\$30.71 - 46.60 <u>\$31.50 - 54.47</u>
6612	Service	Park Maintenance Supervisor	N	C	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
6613	Service	Fleet Maintenance Supervisor	N	C	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
6614	Service	Facility Maintenance Supervisor	N	C	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
6615	Service	Technician	N	C	47 <u>19</u>		CBA	\$18.32 - 30.04 (thru 4/20/19) <u>\$19.63 - 32.03 (thru 4/20/21)</u>
6616	Service	Crew Leader	N	C	2		6	\$22.74 - 34.50 <u>\$23.33 - 40.35</u>

6617	<u>Service</u>	<u>Facility Maintenance Technician</u>	<u>N</u>	<u>C</u>	<u>1</u>		<u>5</u>	\$19.99 - 30.33 <u>\$20.50 - 35.45</u>
7111	Development	Development Director	E	U	1		11	\$45.00 - 65.00 <u>\$46.17 - 66.69</u>
7312	Development	Community Development Manager	N	C	1		8	\$30.71 - 46.60 <u>\$31.50 - 54.47</u>
7313	Development	Planner	N	C	2		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
7315	Development	Economic Development Manager	N	C <u>U</u>	1		8	\$30.71 - 46.60 <u>\$31.50 - 54.47</u>
7512	Development	Administrative Secretary 1	N	C	2		3	\$16.67 - 25.29 <u>\$17.61 - 30.45</u>
8111	Safety	Safety Director	E	U	1		11	\$45.00 - 65.00 <u>\$46.17 - 66.69</u>
8112	Safety - Buildings	Building Chief Official	E	C	1		11	\$45.00 - 65.00 <u>\$46.17 - 66.69</u>
8211	Safety - Buildings	Planning and Zoning Coordinator	N	C	1		6	\$22.74 - 34.50 <u>\$23.33 - 40.35</u>
8213	Safety - Buildings	Inspection Manager	N	C	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
8311	Safety - Buildings	Master Plans Examiner	N	C	1		8	\$30.71 - 46.60 <u>\$31.50 - 54.47</u>
8351	Safety - Buildings	Master Plans Examiner	N	U		1	8	\$30.71 - 46.60 <u>\$31.50 - 54.47</u>
8411	Safety - Buildings	Inspector	N	C	4		6	\$22.74 - 34.50 <u>\$23.33 - 40.35</u>
8511	Safety - Buildings	Account Clerk	N	C	1		CBA	\$15.29 - 26.09 (thru 4/20/19) <u>\$16.38 - 27.82 (thru 4/20/21)</u>
8513	Safety - Buildings	Administrative Secretary I	N	C	1		3	\$16.67 - 25.29 <u>\$17.61 - 30.45</u>
8514	Safety - Buildings	Property Maintenance Inspector	N	C	1		5	\$19.99 - 30.33 <u>\$20.50 - 35.45</u>
9111	Safety - Police	Police Chief	E	C	1		11	\$45.00 - 65.00 <u>\$46.17 - 66.69</u>
9212	Safety - Police	Police Lieutenant	N	C	3		CBA	\$57.54 (thru 12/31/18) \$61.04 (thru 12/31/20) <u>\$62.88 (thru 12/31/21)</u>
9411	Safety - Police	Communications Manager	E	C	1		7	\$25.75 - 39.07 <u>\$26.41 - 45.67</u>
9412	Safety - Police	Communications Supervisor	N	C	4 <u>2</u>		CBA	\$25.60 - 28.86 (thru 12/31/15) 3 Step \$26.24 - 29.58 (thru 12/31/16) 3 Step

								\$26.89 – 30.31 (thru 12/31/17) 3 Step \$20.68 – 30.30 (thru 12/31/20) 5 Step <u>\$24.62 – 36.25 (thru 12/31/23 5 Step)</u>
9413	Safety - Police	Police Communications Technician	N	C	13		CBA	\$19.36 – 26.98 (thru 12/31/15) \$19.47 – 27.52 (thru 12/31/16) \$20.13 – 28.07 (thru 12/31/17) <u>\$22.38 – 32.95 (thru 12/31/23)</u>
9511	Safety - Police	Police Executive Assistant	N	U	1		5	\$19.99 – 30.33 <u>\$20.50 – 35.45</u>
9512	Safety - Police	Account Clerk	N	C	2		CBA	\$15.29 – 26.09 (thru 4/20/19) <u>\$16.38 – 27.82 (thru 04/20/21)</u>
9514	Safety - Police	Records Specialist	N	C	1		5	\$19.99 – 30.33 <u>\$20.50 – 35.45</u>
9515	Safety - Police	Professional Standards Support	N	C	1		5	\$19.99 – 30.33 <u>\$20.50 – 35.45</u>
9516	Safety - Police	Community Relations Supervisor	N	C	1		5 <u>6</u>	\$19.99 – 30.33 <u>\$23.33 – 40.35</u>
9911	Safety - Police	Police Sergeant	N	C	8		CBA	\$51.06 (thru 12/31/18) \$54.17 (thru 12/31/20) <u>\$55.79 (thru 12/31.21)</u>
9912	Safety - Police	Police Officer	N	C	52		CBA	\$25.35 – 44.30 (thru 12/31/18) \$26.89 – 47.00 (thru 12/31/20) <u>\$27.70 – 48.41 (thru 12/31/21)</u>

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

Christine A. Houk, 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