

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

February 07, 2022

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Berry

Roll Call: Clerk of Council

Approval of Minutes

Welcome & Reading of Agenda: Pres. Berry

LANDS: Mr. Schottke

Ordinance C-78-21

Amend the Zoning Text for Trailview Run & Treetops @ Trailview Run located at 1419 Borror Road as adopted by Ord. C-28-18. Second reading and public hearing.

Ordinance C-05-22

Amend Ordinance C-55-20, an ordinance to accept the Plat for Hidden Meadows and declare an emergency.

Ordinance C-06-22

Appropriate a 0.569 acre Fee Simple Right-Of-Way, without limitation of existing access rights, from Patricia A. Young at 4348 Harrisburg Pike, for the public purpose of constructing roadway improvements and declaring an emergency.

Ordinance C-07-22

Authorize the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with Solid Waste Authority of Central Ohio. First reading.

Resolution CR-01-22

Municipal services that can be furnished to 63.02+ acres located at 5744 and 5460 Haughn Rd in Jackson Township upon its Annexation to the City.

Resolution CR-02-22

Municipal services that can be furnished to 98.58+ acres located at 5316 Harrisburg Pike in Jackson Township upon its Annexation to the City.

Resolution CR-03-22

Municipal services that can be furnished to 5.55+ acres located at 5873 Haughn Road in Jackson Township upon its Annexation to the City.

Resolution CR-04-22

Municipal services that can be furnished to 102.86+ acres located West of Hoover Road and South of State Route 665 in Jackson Township upon its Annexation to the City.

Resolution CR-05-22

Municipal services that can be furnished to 295.7+ acres located East of S.R. 62 and North of S.R. 665 in Jackson Township upon its Annexation to the City.

SERVICE: Ms. Houk

Ordinance C-02-22

Authorize the City Administrator to enter into an Agreement with the City of Columbus for the Installation and Maintenance of a Monitoring Well. Second reading and public hearing.

FINANCE: Mr. Holt

Ordinance C-03-22

Authorize the City Administrator to enter into Agreements with Agile Networks. Second reading and public hearing.

Ordinance C-04-22

Authorize the Mayor and City Administrator to enter into an Agreement with the Fraternal Order of Police, Capital City Lodge #9. Second reading and public hearing.

Ordinance C-08-22

Appropriate \$2,550,000 from the Pinnacle Tax Increment Financing Fund for the Current Expense of Improvements to White Road, State Route 104 and Park Improvements. First reading.

Call for New Business: Heart of Grove City; Call for Dept. Reports & Closing Comments; Adjourn

ON FILE: Minutes of: 01/18 & 01/24/2022

Date: 12/13/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-78-21
1st Reading: 12/20/21
Public Notice: 12/21/21
2nd Reading: 02/07/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-78-21

AN ORDINANCE TO AMEND THE ZONING TEXT FOR TRAILVIEW RUN & TREETOPS AT TRAILVIEW RUN LOCATED AT 1419 BORROR ROAD AS ADOPTED BY ORD. C-28-18

WHEREAS, on June 18, 2018, Council approved a Rezoning request for 1419 & 1399 Borrer Road that included a Zoning Text; and

WHEREAS, on December 07, 2021, the Planning Commission recommended approval of amendments to said Zoning Text as shown in Exhibit "A" that changes the text to *allow for fencing around individual lots instead of being restricted to the entry feature and around pool areas*.

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

SECTION 1. The Zoning Text for Trailview Run & Treetops at Trailview Run located at 1419 Borrer Road, as adopted by Ordinance C-23-18, is hereby amended as shown in Exhibit "A", attached hereto and made a part hereof.

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

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

December 27, 2017

Revised 6-8-18

Updated to include 6/18/18 Council revisions

C-78-21
Exhibit "A"

Trailview Run & Treetops @ Trailview Run

Zoning Text

Grove City, Ohio

Revised 6-8-1810-21-2021

Updated to include revisions made at 6/18/18 City Council meeting

CURRENT ZONING: SF-1 (SINGLE FAMILY)

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

Property Owners:

Timothy J Christian

334 Founders Circle

Avon Lake, Ohio 44012D.R.

Horton Indiana, LLC

507 Executive Campus Drive, Westerville, Ohio 43082

Diane S Pourach

4037 Waterwheel Lane

Bloomfield, Michigan 48302

Applicant:

Karl Billisits

Harmony Development Group

3650 Olentangy River Road

Suite 401

Columbus, Ohio 43214

D.R. Horton Indiana, LLC

507 Executive Campus Drive,

Westerville, Ohio 43082

Authorized Representative:

~~Tom Hart~~ Molly Gwin
~~Isaac Wiles, Wiles & Burkholder~~
2 Miranova Drive, Suite 700
Columbus, Ohio 43215

I. PROPERTY

The property ("Property") consists of approximately 49.974± acres south of Borror Road, east of the Grant Run Estates subdivision, approximately 3,400 feet north of London-Groveport Road, and approximately 3,200 feet west of SR 104 as further described on the attached legal description (Exhibit A) and Survey (Exhibit B).

II. INTRODUCTION

The proposed community will consist of a mixture of single family homes designed for families with children and free standing patio homes designed with a minimum of two bedrooms on the first floor and no more than 50% of the first floor area permitted on the second floor (if a second floor option is chosen by the customer). The Patio Homes are designed for the active adult consumer who desires single floor living and community lifestyle services such as lawn/landscape maintenance and snow removal.

The patio home lifestyle living is in high demand in the area. The community provides an enclave opportunity for this type of living in an area with access to parks and trails in close proximity to children and grandchildren living near-by.

The style, size and types of homes are consistent with the adjacent community Grant Run Estates. The Single Family Homes minimum square home footage exceeds the requirements of Grant Run Estates and the Single Family lot size meets or exceeds the R1B standards. In addition the plan incorporates an open space buffer along the West property line of the property (As shown on the Preliminary and Final Development plans) to be restricted to a no disturbance zone or deeded to the Grant Run Lot owner immediately adjacent to the land.

III. GENERAL PROVISIONS

- a. The provisions outlined within these development standards shall apply to the 49.974+/- acres of land as described in Exhibit A unless otherwise approved by Grove City Council. Other provisions of the Grove City Code shall apply to the extent that this Zoning Text and Development Standards do not address such matters.
- b. For the purposes of this Zoning and Development Standards Text, the terms and words contained within carry their customarily understood meanings. Words used in the present tense include the future and the plural includes the singular and the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as through followed by the words "or intended, arranged or designed to be used or occupied". In case of any difference of meaning or implicated between this text and the Codified Ordinances of Grove City, the Zoning Text shall control.

Zoning and Development Standards Text

- c. All provisions of this Zoning and Development Standards Text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid, the remaining provisions and application of those provisions to other persons or circumstances are not affected by that decision.
- d. Deviations from the standards, requirements, and uses set forth herein as well as the Zoning Code may be approved by City Council through the Development Plan process, as long as they are consistent and harmonious with the overall intent of the development and do not diminish, detract or weaken the overall compatibility between the uses within or proximity of the property.

IV. PERMITTED AND ACCESSORY USE

- a. Trailview Run and The Treetops at Trailview Run will be a residential neighborhood that shall contain a mixture of detached single-family homes on public streets (Subarea A) and detached patio homes on a combination of public and private streets (Subarea B).
- b. Each home shall be on its own lot.
- c. The density of the site shall not exceed One-Hundred and Seventeen (117) units and 2.34 dwelling units per acre. A maximum of forty (40) units shall be patio homes.
- d. Accessory uses shall be regulated in accordance with the Grove City Zoning Code.

V. GENERAL SITE DEVELOPMENT STANDARDS:

- a. Entryway. A landscaped entry to the site will be located on Borror Road and shall incorporate design elements in keeping with the area. The fencing depicted on the Final Development Plan will match the fencing on the North Side of Borror Road. In addition the existing Barn will remain and be incorporated into part of the entry feature.
- b. Streets. All Public Streets shall be a minimum of 28 feet in width (as measured from back to back of curb). All Private Streets shall be a minimum of 26 feet in width (as measured from back to back of curb), owned and maintained by the Patio Home Owners Association.
- c. Bike Path. An 8-foot wide asphalt path shall be constructed and dedicated for public use to provide recreational opportunity to the residents of the neighborhood as well as the larger community. The path will connect the 11+/- acre new city park at the southern end of the Property to the new Proposed Bike path planned with the Borror Road Widening.
- d. Open Space. Open space shall be provided as depicted on the Final Development Plan and shall meet the requirements of Section 1101.09(b);. The open space will be owned and maintained by the Homeowners Association except for the area along Grant Run that will be dedicated to the City of Grove City. Open space is to be reserved for passive activities, and will include benches and other seating areas, along with connections generally from the north to the south through the open space system as well as amenities described in the Final Development Plan.

- e. Amenity. The developer shall construct a 20'x20' picnic shelter in the new park at the southern end of the site as well as a parking lot and bike paths depicted on the Final Development Plan within the Park.
- f. Site Lighting. Site lighting on the public streets shall meet the current requirements of Grove City Code and the lighting fixtures will match the fixtures in the adjacent community of Grant Run. The Private Street lighting will match the fixtures in the Public Street area but will be owned and maintained by the Patio Home Owners Association.
- g. Fencing. Fencing shall be ~~limited to~~ **permitted for the** entry feature ~~fencing~~, courtyard privacy fencing and pool fencing as required by applicable rules and regulations. Additional fencing, matching the style and specifications of the entry feature fencing, shall be installed in a continuous run on the edge of all the single family lots bordering the property at 1421 Borror Road (Parcel Id. 040-15527). Additional fencing matching the style and specifications of the entry feature fencing shall extend from the edge of the floodplain to the right-of-way line of Borror Road adjacent to the property at 1421 Borror Road. This fencing shall provide a visual barrier to delineate the property lines and is to be maintained by the homeowners' association. **Fencing shall be permitted for individual lots, subject to the deed restrictions and the Design Review Board as established by the homeowners' association. Fences or walls shall be constructed of wood, vinyl, wrought iron or high-quality aluminum, stone or brick, as approved by the Design Review Board, and in no event shall chain link or other metal wire fencing be permitted. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, subject to Grove City regulations. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat (front and side yard building lines on corner lots), except that ornamental railing, walls or fences no exceeding three feet (3') in height which are located on or entirely adjacent to entrance platforms or steps are permitted. No fences may be constructed within any area designated on a recorded plat as a "Drainage Easement," excepting those approved or installed by Declarant, or unless approved by Grove City and the Design Review Board. No other lawn or common areas shall be fenced.**
- h. Retention Ponds. Retention Ponds shall comply and be constructed in accordance with Grove City's Stormwater Design Manual.
- i. Landscaping, Screening, Tree Survey and Tree Preservation
 - 1. Four trees shall be provided per residential unit and installed by the developer. One tree (2-inch caliper minimum) shall be provided between the sidewalk (or the street if a sidewalk is not present) and the front of each residential home. All other trees and plantings shall be arranged within the front, side or rear yard areas with emphasis on the front facades. Tree placement for patio homes in subarea B, shall insure good horticultural practices and healthy tree development on smaller lots and/or re-location of trees to other areas may be completed if necessary. In the case that trees die, trees shall be re-installed by the developer or the HOA per the final development plan. Any existing or

proposed fee requirements related to trees under this text are hereby requested to be waived by Council as the developer is performing installation and/or replacement as necessary.

2. Existing healthy trees with fifteen (15) feet of the sites perimeter (measured from the property line) and within the 100-year floodplain or Stream Corridor Protection Zone shall be preserved with the exception of utility and road crossings. All Ash Trees shall be removed as directed by the City's Urban Forester.
3. A tree survey was provided with the Final Development plan. All six inch (healthy) trees and larger shall be protected and preserved except for Ash trees that may be removed at the direction of the City's Urban Forester.
4. Lots adjacent to properties to the west shall retain existing vegetation as a buffer. This buffer will be preserved by either deeding 20' of property to each lot owner to the west as shown on 'Exhibit A', or restricted to a no disturb zone owned by the future lot owners in Trailview Run. This extra depth in lots provides adequate space to preserve existing tree rows that will provide significant buffering. A 20' No Disturb Zone shall also be dedicated at the rears of the lots on either side of the main entry as shown on the Development Plan. For purposes of this text, "no disturb" zones shall prohibit the placement of structures (above or below ground), storage of items/materials, or the removal of trees of 2 inches or more caliper unless otherwise required to keep the property within good horticultural practices, including the clearing of brush, hazard branches or dead trees, or other noxious, invasive plant material. Alteration of grade is prohibited, except as approved by the City of Grove City and in keeping with positive drainage practices and subdivision grading requirements.
5. To accommodate and maintain additional natural buffer, the developer shall create a 20-foot-wide no-disturb reserve area running the length of parcel number 040-012113. This 20-foot-wide reserve lot may be conveyed to the owners of 040-012113. Any such conveyance shall include deed restrictions reflecting the no-disturb, maintenance and grading requirements contained in subsection 4 above.

j. Parking

1. Four parking spaces shall be provided for each dwelling unit with a minimum of two spaces in an attached garage of each home and two spaces in each driveway.
2. Additional parking will be provided in the park (8 spaces as shown on the final development plan)
3. On-Street parking will be restricted to one side of the street (Non-Fire Hydrant side of the street). "No Parking" signs shall be installed as directed by the Fire department.
4. The parking or storage of boats, trailers, or recreational vehicles in a driveway within the subdivision shall be prohibited.

k. Signage.

1. There shall be an entry feature sign on each side of the Borror Road entrance for this subdivision. The signs shall meet signage requirements

and setbacks of Chapter 1145 and the landscaping requirements of Section 1136.09(a)(1).

2. Any additional signage proposed on site shall meet the requirements of Chapter 1145 and landscaping requirements of Section 1136.09(a)(1). If not included in the final development plan, additional signage shall meet code requirements and shall be reviewed and approved by the Development Department
- l. Utilities. All new utilities shall be located underground except for pedestals for electricity, cable, phone, or similar utilities. Pedestals shall be located in rear.
- m. No trash dumpsters shall be used except during construction, alteration, or repair of a home. Each resident shall be responsible for trash pickup and have individual trash containers.
- n. Mailboxes shall meet standard postal service requirements or match the mailboxes within Grant Run if permitted by the postal service.

VI. ARCHITECTURAL DEVELOPMENT STANDARDS AND AREA REQUIREMENTS

- a. The following standards shall apply to the **Subarea A single family lots**.

Min lot width	70'
Min. Lot size.....	8,400 sf
Max. building coverage.....	40%
Max. height	35'
Min. parking.....	4 spaces, including garages
Min. sideyard setback	7.5'
Min. sideyard setback adjacent R.O.W. ...	25'
Min. frontyard setback	25'
Min. rearyard setback	25'
Min. square footage	1,800 sf two story
	1,600 sf one story
- b. The following standards shall apply to the **Subarea B Patio Homes**.

Min lot width.....	50'
Min. Lot depth	120'
Max. building coverage.....	55%
Max. height	35'
Min. parking.....	4 spaces, including garages
Min. setback between units.....	10'
Min. frontyard setback from curb.....	See Exhibit
Min. rearyard setback	25'
Min. square footage	1,350 sf one and two story

VII. BUILDING ARCHITECTURE AND MATERIALS

- (a) The architectural character of the homes depicted in the building elevations and/or renderings shall be approved as part of the Final Development Plan. Additional plans and/or elevations submitted after

Final Development Plan approval by City Council shall be approved by the Development Department to allow for alterations based on changes in market demand and customer preferences and selections over time, so long as they are consistent with the quality, character and proportions of the building elevations approved with the Final Development Plan, subject to the following standards being met:

- i. The exterior of the buildings shall be restricted to the following materials, however the same primary materials and details used on front elevations of homes shall be carried through to and utilized on all other elevations of the home in a manner that creates continuity and balance among all facades;
- ii. The side and rear elevations of each home shall display a high level of architectural quality and interest;
 1. LP Smart Side and Trim or an equivalent siding product
 2. Fiber cement siding such as Hardie Plank™
 3. Aluminum or vinyl soffits and fascia
 4. Cultured stone
 5. Brick
 6. Single hung, low-e vinyl windows
 7. Dimensional architectural shingles
 8. Faux shutters
 9. Dormers (active and inactive)
 10. EIFS accents
 11. Vinyl siding premium/architectural grade with a minimum thickness of .044 mills
 12. Wood
 13. Other materials used as minor accents subject to approval of the Development Department.
- a. Masonry Requirements: Front – All front elevations are to include not less than 25% brick, stone or cultured stone, exclusive of windows, door openings and garage doors. Subject to the review and approval by the City, homes may be permitted without the requirement of 25% masonry on the front elevation provided they are compatible with or complementary to the built environment. Such review will conclude with final determinations made by the Development Department and shall be based on appropriate massing, as well as character and design. At minimum structures are to include two architectural elements from the following list; window mullions, window trim wrap, bay window or bay elements, vertical board and batten or shake

- i. Accessory Structures. No detached garages, sheds or other accessory structures shall be permitted.
- j. All exposed courses of foundations of all homes shall be brick or stone, or brick or stone veneer, or if not such treatment, shall not exceed 12 inches in exposure and shall be any other material or stamped design that simulates the appearance of brick or stone.
- k. Deviations to these standards shall be approved by the Development Department.

VIII. PHASING

The property will property will be developed in three phases as depicted on the Final development Plan.

IX. HOME OWNERS ASSOCIATION AND PATIO HOME OWNERS ASSOCIATION

- a. The developer prior to occupancy by any residents will establish a homeowners association. Control of the association shall be turned over to the residents according to Ohio Law. Association responsibility shall include care for the entryway, required tree installations and all open spaces after the development period and turnover date. All association responsibilities and obligations shall be set forth in the HOA declaration prepared and recorded by the developer prior to occupancy.
- b. The developer prior to occupancy by any residents will establish a patio homeowners association. Control of the association shall be turned over to the residents according to Ohio Law. The Patio Home Owners will be a member of the Home Owner Association for maintenance of the open spaces, required tree installations and the entryway after the development period and turnover date. The Patio Home Owners Association responsibility shall include private street maintenance; snow plowing, lawn and landscape maintenance, street lighting and other duties as agreed to by members. All association responsibilities and obligations shall be set forth in the PHOA declaration prepared and recorded by the developer prior to occupancy.

No.: _____ C-05-22
1st Reading: _____ 02/07/23
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

AN ORDINANCE TO AMEND ORDINANCE C-55-20 AN ORDINANCE TO
ACCEPT THE PLAT FOR HIDDEN MEADOWS AND DECLARE AN EMERGENCY

Stephen J. Smith, Director of Law

Hidden Chase

FINAL PLAT

Grove City, Franklin County, Ohio
Virginia Military Survey No. 1383

Situated in State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 1383, containing 15.018 acres of land more or less, said 15.018 acres being the same tract as conveyed to Hidden Meadows Ohio LLC and described in deed recorded in of record in Instrument Number 20211104020756, Recorder's Office, Franklin County, Ohio.

We the undersigned, being all the owners and lien holders of the land platted herein, certify that the attached plat correctly represents our Hidden Chase, a subdivision of Lots 1 to 80, inclusive, and Reserves A-G, do hereby accept this plat of same and dedicate to public use, as such, the portions of Harrisburg Pike as shown hereon, do voluntarily consent to the execution of said plat.

Easements within areas designated "Easement" or "Drainage Easement" on this plat, are hereby granted to the City of Grove City, Ohio, all quasi public utility companies, and their successors and assigns. Each of the aforementioned designated easements permit the constructing, using and maintaining of public and private utilities above, beneath, and on the surface of the ground, and where necessary, are for the construction, operation and maintenance of service connections to all adjacent Lots and lands and for storm water drainage. Within areas designated "Drainage Easement" on this plat, an additional easement is hereby granted to the City of Grove City, Ohio, its successors and assigns, for the purpose of constructing, using and maintaining storm water drainage swales and/or other above ground storm water drainage facilities. Except as provided for in the developer's overall scheme for the development of Hidden Chase, no above grade structures, fences, pools, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat. Easement areas shown hereon outside of the platted area are within lands owned by the undersigned and easements are hereby granted therein for the uses and purposes expressed herein.

In witness thereto, Jimmy Sperdute, Partner, Hidden Meadows Ohio LLC have hereunto set his hand this _____ day of _____, 2021.

Hidden Meadows Ohio LLC

By: _____
Jimmy Sperdute, Partner

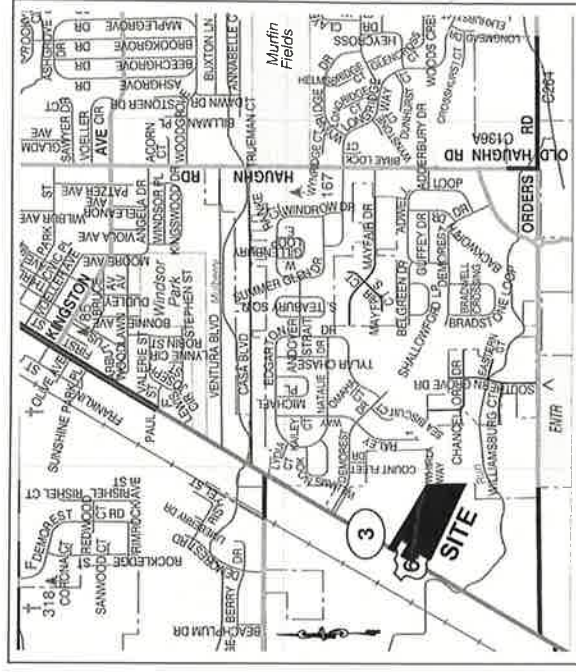
Witness _____ Subdivider _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me a Notary Public in and for said county personally came Jimmy Sperdute, Partner of Hidden Meadows Ohio LLC who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for uses and purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed my official seal _____ this _____ day of _____, 2021 by Jimmy Sperdute, Partner of Hidden Meadows Ohio LLC, for and on behalf of said company.

Notary Public, State of Ohio



LOCATION MAP

Not to Scale

SURVEY DATA:

BASIS OF BEARINGS: The basis of bearings used for this exhibit are based on the NAD83 Ohio State Plane Coordinate System, South Zone (NSRS 2007) which determines the bearing for the centerline of Harrisburg Pike to be N33°04'41"E.

SOURCE OF DATA: The sources of recorded survey data are the records of the Franklin County, Ohio, Recorder, referenced in the plan and text of this plat.

IRON PINS: where indicated, are to be set and 5/8" diameter rebar, thirty inches long with a plastic cap placed in the top bearing the inscription "ADVANCED". These markers shall be set following the completion of the construction/installation of the street pavement and utilities.

PERMANENT MARKERS: where indicated, are to be set and are one-inch diameter, thirty-inch long, solid iron pins, with the top and flush with the surface of the ground and then capped with an aluminum cap stamped "ADVANCED". Once installed, the top of the cap shall be marked (punched) to record the actual location of the point. These markers shall be set following the completion of the construction/installation of the street pavement and utilities.

- = Rebar Set
- ⊙ = Permanent Marker
- xx = PK Nail Set
- = Iron Pin Found
- ✕ = PK Nail Found
- ⌈ = Monument Found

Date: 02/01/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: XX 30 Days:
Current Expense:

No.: C-06-22
1st Reading: 02/07/22
Public Notice: 0 / /22
2nd Reading: 0 / /22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-06-22

AN ORDINANCE TO APPROPRIATE A 0.569 ACRE FEE SIMPLE RIGHT-OF-WAY,
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS, FROM PATRICIA A. YOUNG
AT 4348 HARRISBURG PIKE, FOR THE PUBLIC PURPOSE OF CONSTRUCTING
ROADWAY IMPROVEMENTS AND DECLARING AN EMERGENCY

WHEREAS, the City of Grove City is making improvements to Harrisburg Pike (U.S. 62) and Demorest Drive; and

WHEREAS, this Project requires that the City obtain a fee simple right-of-way, without limitation of existing access rights, from Patricia A. Young at 4348 Harrisburg Pike, as described in the attached Exhibit A and depicted in the attached Exhibit B; and

WHEREAS, an emergency exists for the health, safety and general welfare of the community in that the City must own the property before bidding the Project, utility relocation, and to move forward with the Project.

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

SECTION 1. Council considers it necessary and declares its authorization to appropriate, for the appraised value of \$300.00 for the public purpose of constructing roadway improvements to be open to the public without charge, a 0.569 acre fee simple right-of-way, without limitation of existing access rights, as described in the attached Exhibit A and depicted in the attached Exhibit B.

SECTION 2. The City Law Director's office is hereby authorized to file a petition for appropriation and utilize its quick-take authority in the county Court of Common Pleas should it become necessary.

SECTION 3. This Council further hereby authorizes and directs the City Administrator, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Ordinance.

SECTION 4. For reasons stated in the preamble, this ordinance is hereby declared an emergency measure and shall go into immediate effect.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

C-06-22
Exhibit A

0.569 ACRE

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military Survey Number 1383, and being part of that 0.869 acre tract conveyed to Patricia A. Young by deed of record in Instrument Number 201410310144580, (all references are to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, a magnetic nail set at the centerline intersection of Harrisburg Pike (U.S. 62) with Demorest Drive, as dedicated in Plat Book 105, Page 52;

Thence North $33^{\circ} 43' 57''$ East, with the centerline of said Harrisburg Pike, a distance of 129.65 feet to a magnetic nail set at the common corner of said 0.869 acre tract and a remainder of that 74.312 acre tract conveyed to Hoover Park, Ltd. by deed of record in Instrument Number 200301130011606, being in the southeasterly line of that tract conveyed to Warner Real Estate, LLC by deed of record in Instrument Number 201612230177470, being the TRUE POINT OF BEGINNING;

Thence North $33^{\circ} 43' 57''$ East, continuing with the centerline of said Harrisburg Pike, with the northwesterly line of said 0.869 acre tract, the southeasterly line of said Warner Real Estate tract, that 4.472 acre tract conveyed to Max A. Bauman and Ann M. Bauman by deed of record in Instrument Number 201512150175118, that tract conveyed as Parcel II to Roger W. Smith, Trustee and Mitzi A. Smith, Trustee by deed of record in Instrument Number 200102270038244, and that 5.132 acre tract conveyed to Richard Houston, Larry Mullett & Prell Vickers, Trustees by deed of record in Official Record 16506F10, a distance of 652.28 feet to a magnetic nail set at the common corner of said 0.869 acre tract and that 0.360 acre tract conveyed to the City of Grove City, Ohio by deed of record in Instrument Number 201408060102075;

Thence South $02^{\circ} 23' 57''$ West, across said Harrisburg Pike, with the line common to said 0.869 and 0.360 acre tracts, a distance of 76.92 feet to an iron pin set in the easterly right-of-way line of said Harrisburg Pike;

Thence South $33^{\circ} 43' 57''$ West, with the easterly right-of-way line of said Harrisburg Pike, across said 0.869 acre tract and with the southeasterly line of said 0.869 acre tract, with the northwesterly line of that 0.432 acre tract conveyed to Patricia A. Young by deed of record in Instrument Number 201410310144580, those 0.292 and 0.392 acre tracts conveyed to Mark E. Youngs by deed of record in Instrument Number 200306200186541, that 0.392 acre tract conveyed to Colton Coy by deed of record in Instrument Number 201712260180784, and that 0.673 acre tract conveyed to Sharon Knudsen and James Knudsen, Co-Trustees by deed of record in Instrument Number 201904160043218, (passing a 5/8 inch rebar found at 317.17 and 437.07 feet, and a 1 inch solid iron pin found at 497.99 feet) a total distance of 586.57 feet to an iron pin set at the common corner of said 0.869 and 0.673 acre tracts, being a common corner of said remainder tract and that subdivision entitled "Holton Run Section 1", of record in Plat Book 105, Page 52;

Thence North $56^{\circ} 16' 03''$ West, across said Harrisburg Pike, with the line common to said 0.869 acre tract and said remainder tract, a distance of 40.00 feet to the TRUE POINT OF BEGINNING, containing 0.569 acre, more or less;

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS 2007). Control for bearings was from coordinates of monuments FCGS 5539 and FCGS 0024 RESET, having a bearing of North $33^{\circ} 43' 57''$ East for a portion of Harrisburg Pike, as established by the Franklin County Engineering Department using Global Positioning System procedures and equipment.

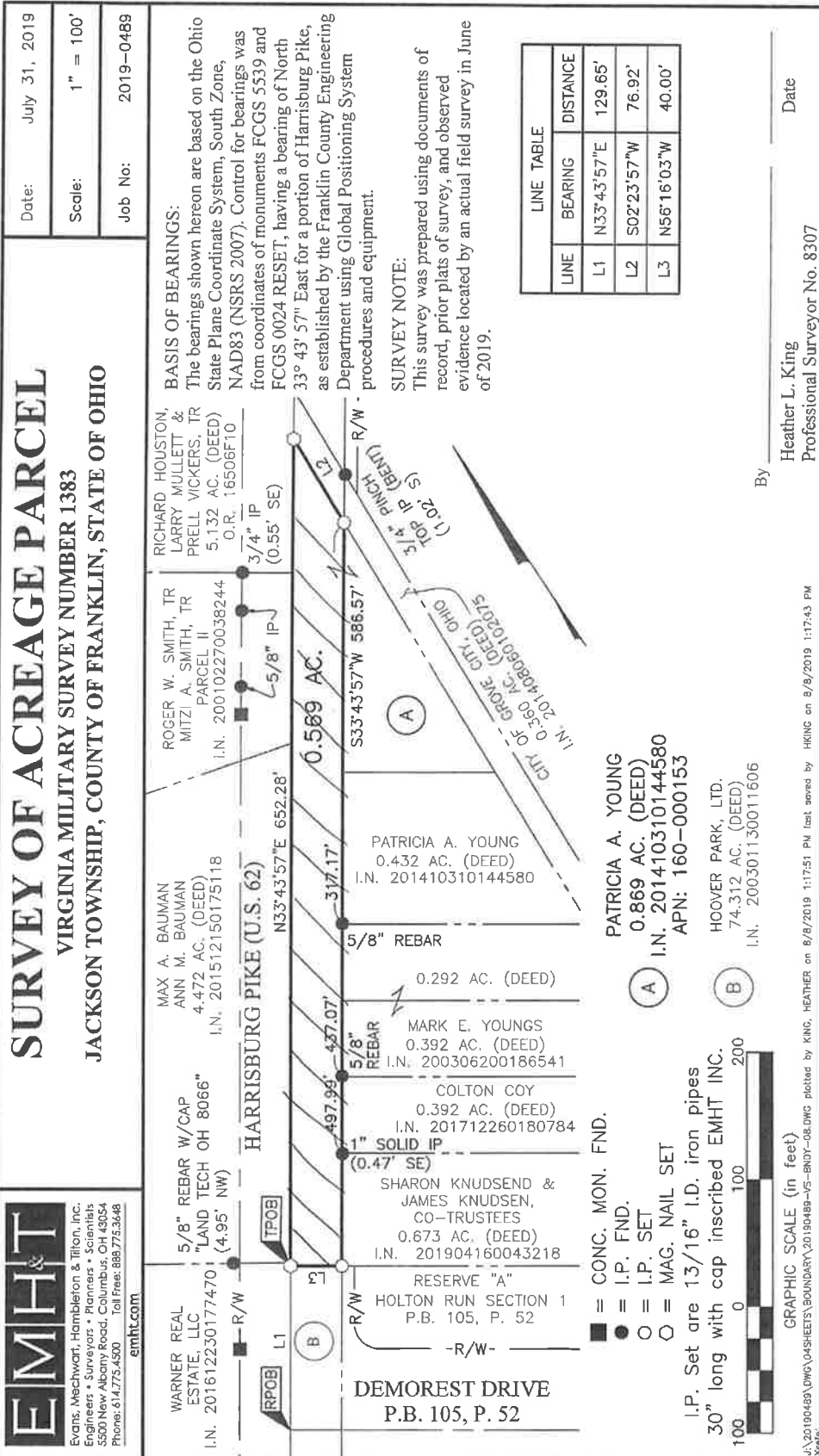
This description is based on an actual field survey performed by or under the direct supervision of Heather L. King, Professional Surveyor Number 8307 in June of 2019.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

Date

Exhibit B



Date: 02/01/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: XX 30 Days:
Current Expense:

No.: C-07-22
1st Reading: 02/07/22
Public Notice: 02/08/22
2nd Reading: 02/22/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-07-22

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT/NEW COMMUNITY AUTHORITY AGREEMENT WITH SOLID WASTE AUTHORITY OF CENTRAL OHIO

WHEREAS, the City of Grove City has historically encouraged the development of commercial and industrial structures within its boundaries, which development has resulted in the creation and retention of employment opportunities in the City; and

WHEREAS, to encourage such economic development, Council adopted Ordinance No. C-18-83 on April 18, 1983, designating the area specified in the Ordinance as the Community Reinvestment Area #1 pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 as those sections provided prior to July 1, 1994 (the "Pre-1994 CRA Act") and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures within the boundaries of the Community Reinvestment Area #1 in accordance with the Pre-1994 CRA Act; and

WHEREAS, the City can make one final expansion to the Community Reinvestment Area #1 by adding additional acreage to this incentive district under the Pre-1994 CRA designation; and

WHEREAS, the City believes, that due to the real and perceived impacts on properties located in proximity to the landfill, it is necessary to provide economic incentives in order to encourage clean and desirable development in this geographical area of the City; and

WHEREAS, Solid Waste Authority of Central Ohio, the owner of the properties located on London Groveport Road and described on Exhibit A attached hereto, and the City desire to execute a Community Reinvestment Area/New Community Authority Agreement (the "CRA Agreement" substantially in the form attached hereto as Exhibit B and incorporated herein by reference); and

WHEREAS, Solid Waste Authority of Central Ohio and the City desire to execute the CRA Agreement, contingent upon approval of the SWACO Board, to provide for the successful future development of the Property, which development will create and preserve employment opportunities in the City and will benefit the citizens of the City of Grove City.

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

SECTION 1. City Council hereby authorizes the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with Solid Waste Authority of Central Ohio, substantially in the form attached as Exhibit B, for the purpose of including the Property into the Community Reinvestment Area #1.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

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

Ted A. Berry, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-07-22
Exhibit A

**COMMUNITY REINVESTMENT AREA/
NEW COMMUNITY AUTHORITY AGREEMENT**

This Community Reinvestment Area/New Community Authority Agreement (the "Agreement") is made and entered into the ___ day of January, 2022 (the "Effective Date") by and between the City of Grove City, Ohio (the "City") and the Solid Waste Authority of Central Ohio (the "Property Owner").

I. Background

- A. Property Owner is the owner of the following properties: 040-015053-00, 040-015051-00, 040-015052-00, 040-016737-00, 040-016738-00, 040-010369-00, 040-015060-00 and 040-015058-00 consisting of approximately one hundred and thirty-four (134) acres of land located in the City of Grove City, the depiction of which is attached hereto as **Exhibit "1"** (the "Property"). A legal description of the Property will be provided prior to closing.
- B. The Property Owner desires that the City expand the boundary of the existing pre-1994 Community Reinvestment Area # 1 (the "CRA") to include the Property in order for the Property to be eligible for a property tax exemption as set forth in the Terms and Conditions portion of this Agreement.
- C. The City desires to expand the boundaries of the CRA to include the Property, subject to the Terms and Conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and Property Owner agree as follows:

II. Terms and Conditions

- A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.
- B. CRA Expansion. Upon Property Owner's execution of this Agreement, the City shall proceed with the expansion of the CRA to include the Property. Property Owner acknowledges that the expansion of the CRA includes multiple parcels of property, including parcels that will have, to be annexed into the City. For that reason, the expansion of the CRA may take up to one (1) year or longer to complete.
- C. New Community Authority. In consideration of, and as a contingency to, the City's expansion of the CRA to include the Property, Property Owner agrees to work with the City in preparing and filing a petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing the property owners within the expanded CRA area to pay a community development charge (the "NCA Charge") equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA: (i) for industrial uses, property owner shall pay an NCA charge of fifteen percent (15%); (ii) for office uses, property owners

shall pay an NCA charge of fifty percent (50%); and (iii) for all other uses, property owner shall pay an NCA of one hundred percent (100%), unless otherwise agreed to by the City. The proceeds of the NCA Charge will be paid to the NCA that will use the funds for future public infrastructure benefiting the CRA expanded area. The net affect of the NCA Charge is that the properties within the CRA expanded area, including the Property, will receive a, effective eighty-five percent (85%) for industrial uses and fifty percent (50%) for office uses, real property tax abatement on the increased valuation of the Property attributable to new construction. If Property Owner fails to sign the NCA petition, if necessary, or any related documents to the creation of the NCA, including but not limited to a declaration of covenants, restrictions and agreements or like document on the Property subjecting the Property to NCA Charge, the Property will be removed from the expanded CRA.

- D. Board of Trustees. Property Owner and the City agree that Property Owner shall be represented on the Board of Trustees of the NCA as one of the City's designated citizen members on the NCA's board of trustees pursuant to Ohio Revised Code Section 349.04 as a designee appointed by the Property Owner's Board of Trustees.
- E. Termination. Unless otherwise extended by the City, this Agreement shall terminate two (2) years after the Effective Date if the CRA has not been expanded to include the Property.
- F. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on the expansion of the CRA must be approved by the City Council.
- G. Miscellaneous.
1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
 2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
 3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
 4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City.

5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: Solid Waste Authority of Central Ohio
4239 London Groveport Road
Grove City, Ohio 43123
Attn: _____

If to City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause: Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

By: _____

Date: _____

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

By: _____

Date: _____

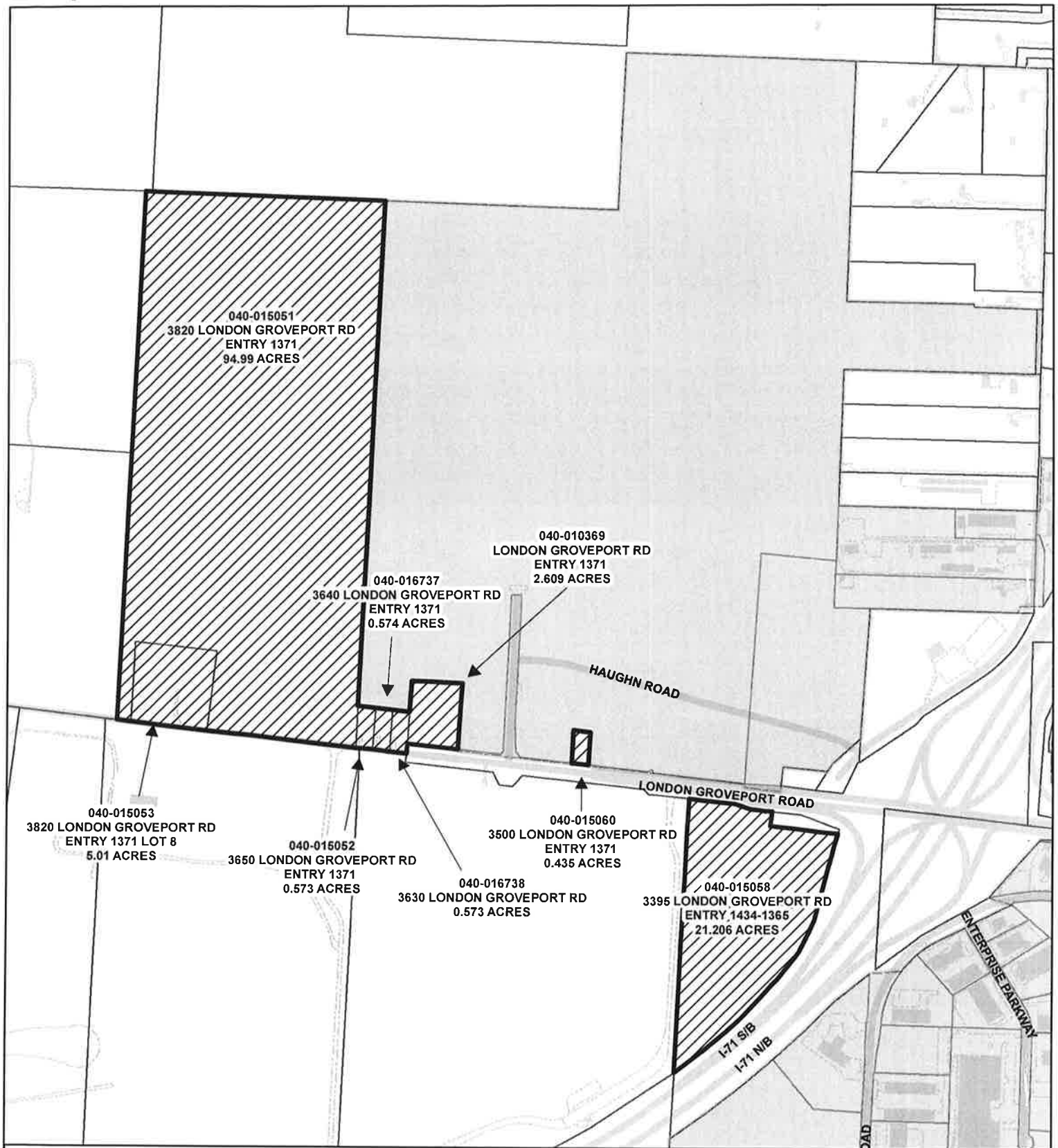
per authority granted by

Ordinance No.:

Passed _____, 2022

Exhibit 1

EXHIBIT 1



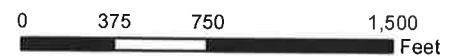
Disclaimer

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

SOLID WASTE AUTHORITY OF CENTRAL OHIO

- Proposed CRA Addition
- Existing CRA Boundary

1 inch = 750 feet



Date: 02/01/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-01-22
1st Reading: 02/07/2022
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-01-22

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 63.02+ ACRES LOCATED AT 5744 AND 5460 HAUGHN ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY, OHIO

WHEREAS, a petition to annex 63.02+ acres located at 5744 Haughn Road, in Jackson Township to the City of Grove City and signed by Floyd E. Wicks; John Vlahos and Mary Fallieras, was filed with the Board of County Commissioners of Franklin County, Ohio; and

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

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

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

SECTION 1. Upon its annexation to the City of Grove City, the 63.02+ acres located at 5744 Haughn Road, proposed for annexation by Floyd E. Wicks; John Vlahos and Mary Fallieras, will receive the following municipal services from the City of Grove City:

Fire:	Jackson Township will continue to provide Fire protection.
Police:	The City of Grove City, Police department, will provide police protection.
Water:	The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Sanitary Sewer:	The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Solid Waste Collection:	Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.

Zoning:

In accordance with Section 1139.05(a) the Codified Ordinances of Grove City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By FAR Date 10/1/2021

CR-01-22
Exhibit A

**PROPOSED ANNEXATION
63.02± ACRES**

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situate in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 1434, being part of that 51.058 acre tract conveyed to Haughn Road Properties LLC by deed of record in Instrument Number 200211250300574, part of that 21.683 acre tract conveyed to WM1 Corporation by deed of record in Instrument Number 201108160101865, and part of that 0.262 acre tract conveyed to City of Grove City, Ohio by deed of record in Instrument Number 200010030200746, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being described as follows:

BEGINNING in the westerly limited access right-of-way line of Interstate Route 71, at the common corner of said 51.058 acre tract and that 5.393 acre tract conveyed as Parcel 15-WL to State of Ohio by deed of record in Instrument Number 201407230094843, being in the southerly line of that 30.000 acre tract conveyed to First Baptist Church of Grove City by deed of record in Instrument Number 200212270333608, and being in the existing City of Grove City Corporation line as established by Ordinance Number C-16-75, of record in Miscellaneous Record 164, Page 545;

Thence with said westerly limited access right-of-way line, the easterly line of said 51.058 and 21.683 acre tracts, the westerly line of said 5.393 acre tract, that 3.820 acre tract conveyed as Parcel 14-WL and 14.859 acre tract conveyed as Parcel 18-WL to State of Ohio by deed of record in Instrument Number 201407230094843, the following courses and distances:

Southwesterly, a distance of approximately 32 feet to a point of curvature;

Southwesterly, with a curve, a chord distance of approximately 1252.7 feet to a point;

Southwesterly, a distance of approximately 53 feet to a point of curvature;

Southwesterly, with a curve, a chord distance of approximately 861.6 feet to a point;

Southwesterly, a distance of approximately 102 feet to a point of curvature; and

Southwesterly, with a curve, a chord distance of approximately 364.8 feet to a point at the common corner of said 21.683 acre tract and that tract conveyed to Richard H. McCall by deeds of record in Instrument Numbers 200712030207795 and 200712030207796;

Thence Northwesterly, with the line common to said 21.683 acre tract and said McCall tract, a distance of approximately 340 feet to a point;

Thence Northwesterly, with said common line, partially across said 0.262 acre tract, a distance of approximately 438 feet to a point in the existing City of Grove City Corporation Line as established in Ordinance Number C-61-99, of record in Instrument Number 199909200237661;

Thence Northerly, with said Corporation line (C-61-99), across said 0.262 acre tract, a distance of approximately 332 feet to a point in the northerly line of said 0.262 acre tract;

Thence Easterly, across the right-of-way of said Haughn Road, partially with the northerly line of said 0.262 acre tract, partially across said 21.683 acre tract, a distance of approximately 40 feet to a point in the easterly right-of-way line thereof;

Thence Northerly, with said easterly right-of-way line, across said 21.683 and 51.058 acre tracts, a distance of approximately 1418 feet to a point in the southerly line of that 10.564 acre tract conveyed to Ronald A. McClure by deed of record in Instrument Number 201109280122549;

PROPOSED ANNEXATION

63.02± ACRES

-2-

Thence Easterly, with the line common to said 51.058 and 10.564 acre tracts, a distance of approximately 1102 feet to a point;

Thence Northerly, with said common line, a distance of approximately 118 feet to a point in the southerly line of said 30.000 acre tract, said existing Corporation Line (C-16-75);

Thence Easterly, with the line common to said 51.058 and 30.000 acre tracts, said Corporation Line, a distance of approximately 1143 feet to the POINT OF BEGINNING, containing 63.02 acres, more or less.

Total perimeter of annexation area is 7595.12 feet, of which 1474.33 feet is contiguous with the City of Grove City by Ordinance Number C-16-75 and Ordinance Number C-61-99, giving 19.4% perimeter contiguity.

This description is for annexation purposes only and is not to be used for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

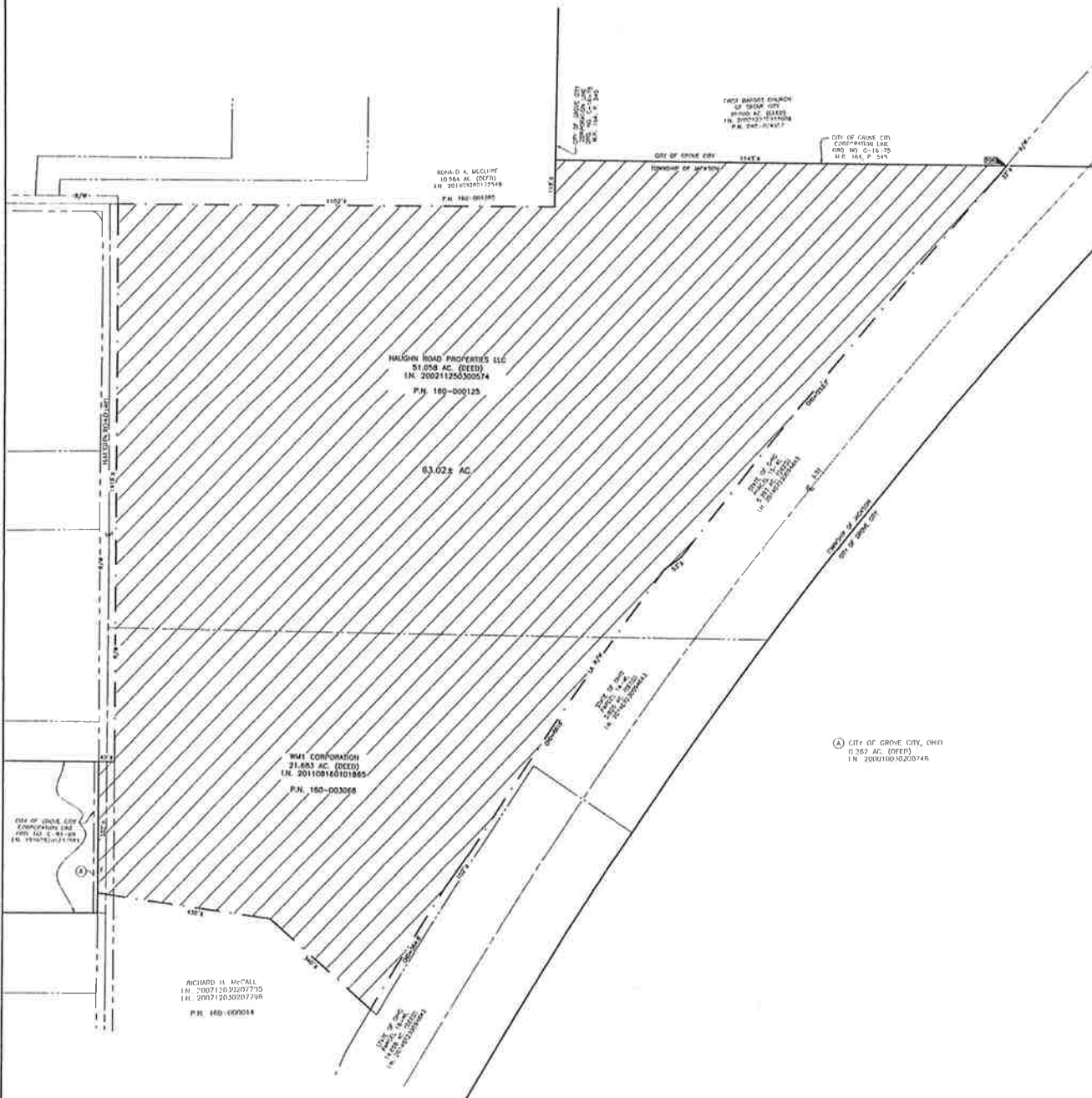
Heather L. King
Heather L. King
Professional Surveyor No. 8307

9/30/24
Date

PROPOSED ANNEXATION OF 63.02± ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1434
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

CR-01-22



AREA TO BE ANNEXED
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

EXISTING CITY OF GROVE CITY CORPORATION LINE
EXISTING CITY OF GROVE CITY CORPORATION LINE

Congruity Note:
Total perimeter of annexation area is 7595.12 feet, of which 1474.33 feet is contiguous with the City of Grove City by Ordinance Number C-16-75 and Ordinance Number C-61-09, giving 10.4% perimeter contiguity.

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



ANNEXATION
PLAN & DESCRIPTION
A/C/PL/ABLE
CHRISTOPHER S. RICHARDSON, P.E., P.L.
FRANKLIN COUNTY ENGINEER
By *[Signature]* Date *10/1/2021*



[Signature] 9/16/21
Date

EMHT		Date: August 16, 2021
Scale: 1" = 120'		
Job No: 2021-0559		
Sheet: 1 of 1		
REVISIONS		
NO.	DATE	DESCRIPTION
1	8/16/21	Revised per County requirements
2	9/16/21	Revised per County requirements

Date: 02/01/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-02-22
1st Reading: 02/07/2022
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-02-22

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 98.58+ ACRES LOCATED AT 5316 HARRISBURG PIKE IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY, OHIO

WHEREAS, a petition to annex 98.58+ acres located at 5316 Harrisburg Pike, in Jackson Township to the City of Grove City and signed by Richard Barbee, Jr., was filed with the Board of County Commissioners of Franklin County, Ohio; and

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

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

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

SECTION 1. Upon its annexation to the City of Grove City, the 98.58+ acres located at 5316 Harrisburg Pike, proposed for annexation by Richard Barbee, Jr., will receive the following municipal services from the City of Grove City:

Fire:	Jackson Township will continue to provide Fire protection.
Police:	The City of Grove City, Police department, will provide police protection.
Water:	The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Sanitary Sewer:	The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Solid Waste Collection:	Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.
Zoning:	In accordance with Section 1139.05(a) the Codified Ordinances of Grove



CF-02-22
Exhibit A
PROPOSED ANNEXATION
98.58± ACRES

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By Am/pt Date 7/1/2021

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 1371, being part of that 100 acre tract conveyed to Richard T. Barbee Jr. by deed of record in Official Record 13526C16, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being described as follows:

BEGINNING at the intersection of the easterly right-of-way line of Harrisburg Pike (S.R. 62, 80 feet wide) with the southerly line of said 100 acre tract, the northerly line of that 89.25 acre tract conveyed to Thomas W. Kientz, Ronald R. Kientz Carole J. Tully, and Brian E. Kientz by deeds of record in Instrument Number 200512060257197 and Instrument Number 201405020054546;

Thence northeasterly, with said easterly right-of-way line, across said 100 acre tract, a distance of approximately 1429 feet a point in the southerly line of that 1.042 acre tract conveyed to Sharon C. Prater by deeds of record in Deed Book 3794, Page 62 and Instrument Number 201906120070076;

Thence easterly, with the northerly line of said 100 acre tract, the southerly line of said 1.042 acre tract, that 21.659 acre tract conveyed to Sharon C. Prater, Julie A. Prater and Nathan J. Prater by deeds of record in Instrument Number 200109120211635 and Instrument Number 201905300063368, and that tract conveyed to Roger L. Spillman and Donna J. Spillman by deed of record in Official Record 26381C04, a distance of approximately 2953 feet to an angle point in the westerly line of that 109.00 acre tract conveyed to City of Grove City by deed of record in Official Record 28297A07, being in the existing City of Grove City Corporation line as established by Ordinance Number C-17-96, of record in Official Record 31719E10;

Thence easterly, with the northerly line of said 100 acre tract, a southerly line of said 109.00 acre tract, with said existing Corporation line, a distance of approximately 340 feet to the northeasterly corner of said 100 acre tract;

Thence southerly, with the easterly line of said 100 acre tract, a westerly line of said 109.00 acre tract, with said existing Corporation line, a distance of approximately 1040 feet to a southeasterly corner of said 100 acre tract, a northeasterly corner of that 60.000 acre tract conveyed to Rebecca J. Priwer by deed of record in Instrument Number 200807310116550;

Thence westerly, with the southerly line of said 100 acre tract, the northerly line of said 60.000 acre tract, a distance of approximately 1097 feet to a point;

Thence southerly, with the easterly line of said 100 acre tract, the westerly line of said 60.000 acre tract, a distance of approximately 194 feet to a southeasterly corner of said 100 acre tract, the northeasterly corner of said 89.25 acre tract;

Thence westerly, with the southerly line of said 100 acre tract, the northerly line of said 89.25 acre tract, a distance of approximately 2909 feet to the POINT OF BEGINNING, containing 100 acres, more or less.

The total perimeter of the annexation area is 9962 feet, of which 1380 feet is contiguous with the City of Grove City by Ordinance Number C-17-96, giving 13.8% perimeter contiguity.

This description is for annexation purposes only and is not to be used for transfer.

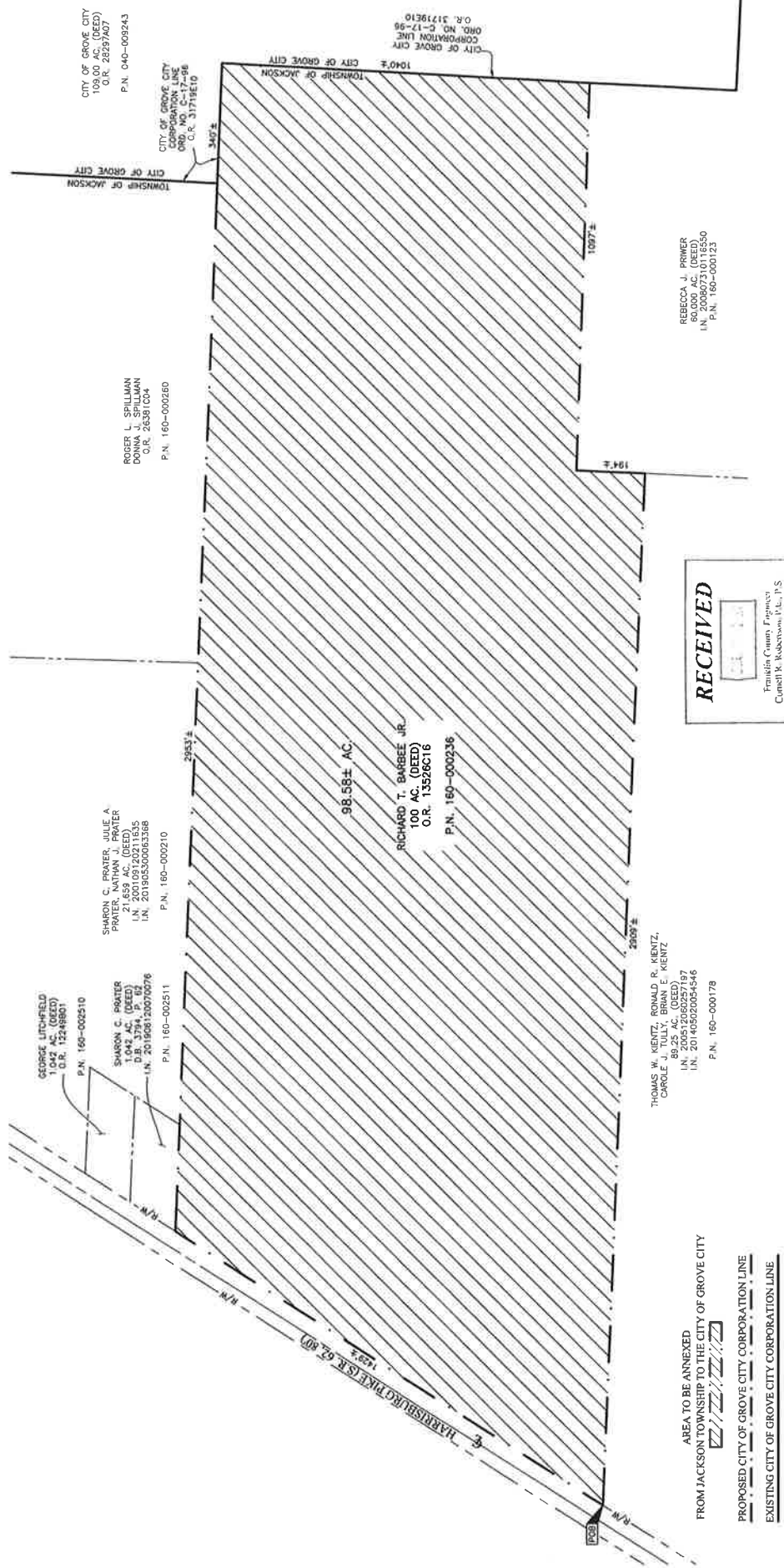


EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

6/30/21
Date

**PROPOSED ANNEXATION OF 98.58± ACRES
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY**
VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1371
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO



AREA TO BE ANNEXED
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY



PROPOSED CITY OF GROVE CITY CORPORATION LINE

EXISTING CITY OF GROVE CITY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 9962 feet, of which 1380 feet is contiguous with the City of Grove City by Ordinance Number C-17-96, giving 13.8% perimeter contiguity.

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

[illegible]

Date: 02/01/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-03-22
1st Reading: 02/07/2022
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-03-22

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031
OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE
FURNISHED TO 5.55+ ACRES LOCATED AT 5873 HAUGHN ROAD IN JACKSON
TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY, OHIO

WHEREAS, a petition to annex 5.55+ acres located at 5873 Haughn Road, in Jackson Township to the City of Grove City and signed by James Meadows and Mark Meadows, was filed with the Board of County Commissioners of Franklin County, Ohio; and

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

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

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

SECTION 1. Upon its annexation to the City of Grove City, the 5.55+ acres located at 5873 Haughn Road, proposed for annexation by James Meadows and Mark Meadows, will receive the following municipal services from the City of Grove City:

Fire:	Jackson Township will continue to provide Fire protection.
Police:	The City of Grove City, Police department, will provide police protection.
Water:	The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Sanitary Sewer:	The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Solid Waste Collection:	Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.
Zoning:	In accordance with Section 1139.05(a) the Codified Ordinances of Grove

City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E.,
FRANKLIN COUNTY ENGINEER
By FAR/LH Date 7/1/2021

CR-0382
Exhibit A
PROPOSED ANNEXATION
5.55± ACRES

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 1434, being all of that 5.3218 acre tract conveyed to Buitrite Properties LLC by deed of record in Instrument Number 202010140158330, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being described as follows:

BEGINNING in the westerly right-of-way line of Haughn Road (40 feet wide), in the northerly line of said 5.3218 acre, the northerly line of that 5.3329 acre tract conveyed to Gardenia Properties LLC by deed of record in Instrument Number 202002190024751, being an angle point in the existing City of Grove City Corporation line as established by Ordinance Number C-6-00, of record in Instrument Number 200005240102320;

Thence westerly, with the line common to said 5.3218 and 5.3329 acre tracts, with said existing Corporation line, a distance of approximately 1138 feet to a point in the easterly line of that 225.674 acre tract conveyed to Solid Waste Authority of Central Ohio by deed of record in Instrument Number 200406160138975, being in an existing City of Grove City Corporation line as established by Ordinance C-61-99, of record in Instrument Number 199909200237661;

Thence northerly, with line common to said 5.3218 and 225.6674 acre tracts, said existing Corporation line (C-61-99), a distance of approximately 200 feet to the common corner of said 5.3218 acre tract and that 5.3107 acre tract conveyed to John E. Remmenga, Trustee, by deed of record in Instrument Number 201108310109185;

Thence easterly, with the line common to said 5.3218 and 5.3107 acre tracts, a distance of approximately 1157 feet to a point in the centerline of said Haughn Road, the westerly line of that 21.369 acre tract conveyed to Richard H. McCall by deed of record in Instrument Numbers 200712030207795 and 200712030207796;

Thence southerly, with the centerline of said Haughn Road, said westerly line, a distance of approximately 90 feet to a point in the northerly line of that 5.52 acre tract conveyed to The State of Ohio by deed of record in Deed Book 2286, Page 677, in a northerly line of an existing City of Grove City Corporation line as established by Ordinance C-61-99, of record in Instrument Number 199909200237661;

Thence easterly, across said Haughn Road, with the line common to said 21.369 and 5.52 acre tracts, a distance of approximately 20 feet to a point in the easterly right-of-way line of said Haughn Road, being a northwesterly corner of said existing City of Grove City Corporation line (C-61-99);

Thence southerly, with the said easterly right-of-way line, across said 5.52 acre tract, with the westerly line of said existing City of Grove City Corporation line, a distance of approximately 432 feet to a point;

Thence westerly, across said Haughn Road, across said 5.52 acre tract and partially with the southerly line of that 1.873 acre tract conveyed to Capital City Mechanical Inc. by deed of record in Instrument Number 200907170104785, with an existing City of Grove City Corporation line as established by Ordinance C-69-00, of record in Instrument Number 200010190212978, a distance of approximately 40 feet to a point in said westerly right-of-way line, being in said City of Grove City Corporation line (C-6-00);

Thence northerly, with said westerly right-of-way line, across said 1.873 and 5.3329 acre tracts, a distance of approximately 201 feet to the POINT OF BEGINNING, containing 5.55 acres, more or less.

PROPOSED ANNEXATION

5.55± ACRES

-2-

The total perimeter of annexation area is 3277 feet, of which 2011 feet is contiguous with the City of Grove City by Ordinance Number C-61-99, Ordinance Number C-69-00 and Ordinance Number C-6-00, giving 61% perimeter contiguity.

This description is for annexation purposes only and is not to be used for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

Date



**PROPOSED ANNEXATION OF 5.55± ACRES
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY**
VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1434
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 23, 2021
Scale: 1" = 100'
Job No: 2021-0559
Sheet No: 1 of 1

RECEIVED

JUL 01 2021

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

ANNEXATION
PLAT & DESCRIPTION

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

By File/LU Date 7/1/2021

JOHN E. REMENGA TR.
5.3107 AC. (DEED)
I.N. 201108310109185
P.N. 160-002607

BUILTRITE PROPERTIES LLC
5.3218 AC. (DEED)
I.N. 202010140158330
P.N. 160-002611

5.55± AC.

THE STATE OF OHIO
5.52 AC. (DEED)
D.B. 2286, P. 677
P.N. 040-010227

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-6-00
I.N. 200005240102320

GARDENIA PROPERTIES LLC
5.3329 AC. (DEED)
I.N. 202002190024751
P.N. 040-010580

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-6-00
I.N. 200005240102320

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-61-99
I.N. 199909200237661

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-69-00
I.N. 200010190212978

CAPITAL CITY MECHANICAL INC.
1.873 AC. (DEED)
I.N. 200907170104765
P.N. 040-011074

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-69-00
I.N. 200010190212978

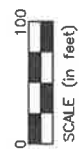
CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-6-00
I.N. 200005240102320

CITY OF GROVE CITY
CORPORATION LINE
ORD. NO. C-61-99
I.N. 199909200237661

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

AREA TO BE ANNEXED
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

PROPOSED CITY OF GROVE CITY CORPORATION LINE
EXISTING CITY OF GROVE CITY CORPORATION LINE



Contiguity Note:
Total perimeter of annexation area is 3277 feet, of which 2011 feet is
contiguous with the City of Grove City by Ordinance Number
C-6-00, Ordinance Number C-69-00 and Ordinance Number
C-61-99, giving 61% perimeter contiguity.

By Heather L. King Date 6/20/21
Heather L. King
Professional Surveyor No. 8307
hking@emh.com



Date: 02/01/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-04-22
1st Reading: 02/07/2022
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-04-22

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 102.86+ ACRES LOCATED WEST OF HOOVER ROAD AND SOUTH OF S.R. 665 IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY, OHIO

WHEREAS, a petition to annex 102.86+ acres located West of Hoover Road and South of State Route 665, in Jackson Township to the City of Grove City and signed by William Wilkins, Allen Bausch & Roberta Bausch, was filed with the Board of County Commissioners of Franklin County, Ohio; and

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

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

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

SECTION 1. Upon its annexation to the City of Grove City, the 102.86+ acres located West of Hoover Road and South of S.R. 665, proposed for annexation by William Wilkins, Allen Bausch & Roberta Bausch, will receive the following municipal services from the City of Grove City:

Fire:	Jackson Township will continue to provide Fire protection.
Police:	The City of Grove City, Police department, will provide police protection.
Water:	The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Sanitary Sewer:	The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Solid Waste Collection:	Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.
Zoning:	In accordance with Section 1139.05(a) the Codified Ordinances of Grove

City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law



CR-04-22
Exhibit A
PROPOSED ANNEXATION
102.86± ACRES

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By FAA/LH Date 7/1/2021

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 6115, being all of that 50.625 acre conveyed as Parcel II and that 50.624 acre tract conveyed as Parcel II to Allen E. Bausch and William Wilkins by deeds of record in Instrument Number 201112130162048 and Instrument Number 201112130162049 and to Roberta J. Bausch by deed of record in Instrument Number 201302260031970, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being described as follows:

BEGINNING in the westerly right-of-way line Hoover Road (50 feet wide), in the line common to said 50.624 acre tract and that 8.44 acre tract conveyed to John Hartig and Rosina Hartig by deeds of record in Deed Book 3157, Page 482 and Instrument Number 201905140056343;

Thence westerly, with the southerly line of said 50.624 acre tract, the northerly line of said 8.44 acre tract and that 26.832 acre tract conveyed to John Hartig and Rosina Hartig by deeds of record in Deed Book 3157, Page 482 and Instrument Number 201905140056343, a distance of approximately 2567 feet to a point in the easterly line of that 81.635 acre tract conveyed to Zuber Crossing LLC by deed of record in Instrument Number 200404270094235, being in the existing City of Grove City Corporation established by Ordinance Number C-51-98, of record in Instrument Number 199808140206906;

Thence northerly, with the westerly line of said 50.624 acre, 50.625 acre tracts the easterly line of said 81.635 acre tract and that 14.280 acre tract conveyed as Parcel 2 and 42.269 acre tract conveyed as Parcel 1 to MW 6524 Seeds Road LLC by deed of record in Instrument Number 201802090018755, with said existing Corporation line (C-51-98) and that existing Corporation line established by Ordinance Number C-7-91, of record in Official Record 16503G20, a distance of approximately 1767 feet to a point at the common corner of said 5.625 acre tract, said 42.269 acre tract, that 68.042 acre tract conveyed to Fedex Ground Package System, Inc. by deeds of record in Official Record 11996C14 and Instrument Number 201804040043933, and that 26.225 acre tract conveyed to FedEx Ground Package System, Inc. by deed of record in Instrument Number 200409200218323, being the intersection of said existing Corporation line (C-7-91), the existing Corporation line established by C-16-75, of record in Miscellaneous Record 164, Page 545, and the existing Corporation line established by C-36-93, of record in Official Record 22652C16;

Thence easterly, with the northerly line of said 50.625 acre tract, the southerly line of said 26.225 acre tract and that 17.550 acre tract conveyed as Parcel 2 and that 0.861 acre tract conveyed as Parcel 1 to MW Hoover RD., LLC by deed of record in Instrument Number 202010210164403, partially with said existing Corporation line (C-36-93), a distance of approximately 2535 feet to a point in said westerly right-of-way line;

Thence southerly, with said westerly right-of-way line, across said 50.625 acre, 50.624 acre tracts, a distance of approximately 1746 feet to the POINT OF BEGINNING, containing 102.86 acres, more or less.

The total perimeter of the annexation area is 8615 feet, of which 3107 feet is contiguous with the City of Grove City by Ordinance Number C-7-91, Ordinance Number C-36-93 and Ordinance Number C-51-98, giving 36.1% perimeter contiguity.

This description is for annexation purposes only and is not to be used for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

6/30/21
Date



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

**PROPOSED ANNEXATION
102.86± ACRES**

By FAA/LH Date 7/1/2021

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 6115, being all of that 50.625 acre conveyed as Parcel II and that 50.624 acre tract conveyed as Parcel II to Allen E. Bausch and William Wilkins by deeds of record in Instrument Number 201112130162048 and Instrument Number 201112130162049 and to Roberta J. Bausch by deed of record in Instrument Number 201302260031970, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being described as follows:

BEGINNING in the westerly right-of-way line Hoover Road (50 feet wide), in the line common to said 50.624 acre tract and that 8.44 acre tract conveyed to John Hartig and Rosina Hartig by deeds of record in Deed Book 3157, Page 482 and Instrument Number 201905140056343;

Thence westerly, with the southerly line of said 50.624 acre tract, the northerly line of said 8.44 acre tract and that 26.832 acre tract conveyed to John Hartig and Rosina Hartig by deeds of record in Deed Book 3157, Page 482 and Instrument Number 201905140056343, a distance of approximately 2567 feet to a point in the easterly line of that 81.635 acre tract conveyed to Zuber Crossing LLC by deed of record in Instrument Number 200404270094235, being in the existing City of Grove City Corporation established by Ordinance Number C-51-98, of record in Instrument Number 199808140206906;

Thence northerly, with the westerly line of said 50.624 acre, 50.625 acre tracts the easterly line of said 81.635 acre tract and that 14.280 acre tract conveyed as Parcel 2 and 42.269 acre tract conveyed as Parcel 1 to MW 6524 Seeds Road LLC by deed of record in Instrument Number 201802090018755, with said existing Corporation line (C-51-98) and that existing Corporation line established by Ordinance Number C-7-91, of record in Official Record 16503G20, a distance of approximately 1767 feet to a point at the common corner of said 5.625 acre tract, said 42.269 acre tract, that 68.042 acre tract conveyed to Fedex Ground Package System, Inc. by deeds of record in Official Record 11996C14 and Instrument Number 201804040043933, and that 26.225 acre tract conveyed to FedEx Ground Package System, Inc. by deed of record in Instrument Number 200409200218323, being the intersection of said existing Corporation line (C-7-91), the existing Corporation line established by C-16-75, of record in Miscellaneous Record 164, Page 545, and the existing Corporation line established by C-36-93, of record in Official Record 22652C16;

Thence easterly, with the northerly line of said 50.625 acre tract, the southerly line of said 26.225 acre tract and that 17.550 acre tract conveyed as Parcel 2 and that 0.861 acre tract conveyed as Parcel 1 to MW Hoover RD., LLC by deed of record in Instrument Number 202010210164403, partially with said existing Corporation line (C-36-93), a distance of approximately 2535 feet to a point in said westerly right-of-way line;

Thence southerly, with said westerly right-of-way line, across said 50.625 acre, 50.624 acre tracts, a distance of approximately 1746 feet to the POINT OF BEGINNING, containing 102.86 acres, more or less.

The total perimeter of the annexation area is 8615 feet, of which 3107 feet is contiguous with the City of Grove City by Ordinance Number C-7-91, Ordinance Number C-36-93 and Ordinance Number C-51-98, giving 36.1% perimeter contiguity.

This description is for annexation purposes only and is not to be used for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

Date

Date: 02/01/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-05-22
1st Reading: 02/07/2022
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-05-22

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 295.7+ ACRES LOCATED EAST OF U.S. 62 AND NORTH OF S.R. 665 IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY, OHIO

WHEREAS, a petition to annex 295.7+ acres located East of State Route 62 and North of State Route 665, in Jackson Township to the City of Grove City and signed by Elizabeth Sidner, Louise Crago and Laura Sidner, was filed with the Board of County Commissioners of Franklin County, Ohio; and

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

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

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

SECTION 1. Upon its annexation to the City of Grove City, the 295.7+ acres located East of State Route 62 and North of State Route 665, proposed for annexation by Elizabeth Sidner, Louise Crago and Laura Sidner, will receive the following municipal services from the City of Grove City:

Fire:	Jackson Township will continue to provide Fire protection.
Police:	The City of Grove City, Police department, will provide police protection.
Water:	The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Sanitary Sewer:	The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Solid Waste Collection:	Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.
Zoning:	In accordance with Section 1139.05(a) the Codified Ordinances of Grove

City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:

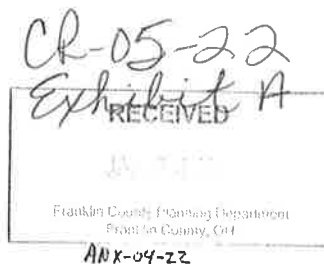
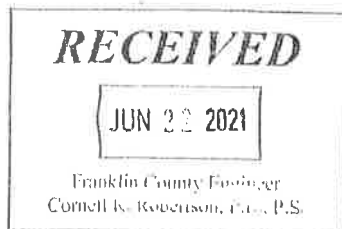
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, JR., P.E., P.S.
FRANKLIN COUNTY ENGINEER
By *CR* Date *6/22/21*

**PROPOSED ANNEXATION OF 295.7 +/- ACRES
FROM JACKSON TOWNSHIP AND PLEASANT TOWNSHIP
TO THE CITY OF GROVE CITY**

Situate in the State of Ohio, County of Franklin, Township of Jackson, being in Virginia Military Survey Numbers 1371 and 6178, being all of Tracts I and III, and the part of Tract IV which lies in Virginia Military Survey 1371, as conveyed to Elizabeth Ann Sidner, Trustee of the Elizabeth Ann Sidner Trust Dated October 23, 2001 in Instrument number 200111140263753, also being all of the 68.146 acre tract as conveyed to Elizabeth Ann Sidner, Trustee of the Elizabeth Ann Sidner Trust, Dated October 23, 2001, and Louise Crago and Laura J. Sidner (formerly known as Laura Vitano), Successor Co-Trustees of the Virgil H. Sidner Trust, Dated October 23, 2001, of record in Instrument Number 202105140086478, all records being of the Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

COMMENCING at the intersection of the centerline of right-of-way of London Groveport Road (S.R. 665) (60') and centerline of right-of-way of Harrisburg Pike (U.S. 62 & S.R. 3) (80'), also being the southwesterly corner of said 68.146 acre tract, said point being the **TRUE POINT OF BEGINNING** for the parcel herein described;

Thence along the centerline of right-of-way of said Harrisburg Pike and along the westerly line of said 68.146 acre tract and said Tract 1, North 32°44'07" East, 3113.7 feet to a point, being the northwesterly corner of said Tract 1;

Thence across said Harrisburg Pike right-of-way, along the northerly line of said Tract I, across the existing corporation line of Pleasant Township and Jackson Township, South 87°41'32" East, 3598.5 feet to a point, being the northeasterly corner of said Tract I;

Thence along the easterly lines of said Tract I and said Tract III, and across said London Groveport Road right-of-way, along the existing City of Grove City corporation line as established Ordinance Number C-32-13 as recorded in Instrument Number 201307010110206, South 02°49'10" West, 3124.9 feet to a point, being the southeasterly corner of said Tract III, also being the centerline of right-of-way of said London Groveport Road;

Thence along the southerly line of said Tract III, said Tract IV, said 68.146 acre tract, and along the centerline of right-of-way of said London Groveport Road, North 82°48'30" West, 5166.3 feet to the **POINT OF BEGINNING**, containing 295.7 acres, more or less in the proposed annexation.

The total acreage of the combined boundary described herein contains a net acreage of 295.7 acres, being 68.1 acres out of PID 230-003408-00 (68.1 acres total from Pleasant Township), being 75.0 acres out of PID 160-000085-00, being 76.0 acres out of PID 160-000120-00, and being 76.6 acres out of PID 160-000304 (227.6 acres total from Jackson Township).

This description and exhibit are intended for annexation purposes only and is not to be used for transfer of property.

Total perimeter of annexation is 15,003 feet of which 3,125 feet is contiguous with the City of Grove City by Ordinance Number C-32-13, giving 21% perimeter contiguity.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342 and is based on field surveys conducted by E.P. Ferris & Associates, Inc. in October of 2020 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.



Matthew Lee Sloat 6/21/21

Matthew Lee Sloat, PS 8342

Date

Date: 01/18/22
Introduced By: Ms. Houk
Committee: Service
Originated By: Mr. Smith
Approved: Ms. Houk
Emergency: 30 Days: X
Current Expense:

No.: C-02-22
1st Reading: 01/18/22
Public Notice: 01/19/22
2nd Reading: 02/07/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-02-22

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF COLUMBUS FOR THE INSTALLATION AND MAINTENANCE OF A MONITORING WELL

WHEREAS, the City of Grove City is entering into an agreement with the City of Columbus to install and maintain a monitoring well to obtain geologic and hydrologic information and water quality data; and

WHEREAS, the initial term of the agreement is for sixty (60) months; and

WHEREAS, because the agreement term exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute the agreement with the City of Columbus more fully described in Exhibit A.

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-02-22

**Agreement for Installation, Maintenance and Use
of a Monitoring Well on Private Property**

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the City of Grove City, hereinafter called "Grantor", and the City of Columbus, Ohio, by and through the Division of Water, Department of Public Utilities, hereinafter called "Grantee".

Grantor, for and in consideration of the faithful performance by Grantee of all covenants and conditions contained herein, hereby consents to the installation, construction, reconstruction, repairing, maintaining, operating and exclusive use of ground water monitoring well(s) and also grants the rights of ingress and egress for the purpose described herein.

The said well(s) shall be located on the property of Grantor as shown on the attached drawing and further described as follows (site location and well details): A single four (4) inch diameter well will be installed on park property located along Jackson Pike, approximately one hundred (100) feet south of the water meter vault located next to Pinnacle Quarry Drive. The approximate coordinates for the well are Latitude 39° 51' 55" N and Longitude 83° 01' 41" W. The well will have a flush mount cover.

This agreement shall be irrevocable for the initial period of sixty (60) months from the date written above. At such time as this initial period has expired, this agreement shall automatically renew itself for an additional twelve (12) months, and shall continue to renew itself in a like manner on a year-to-year basis until Grantor terminates this agreement at the end of any such years.

All related equipment shall be removed and the well shall be abandoned in accordance with current Ohio EPA regulations by the Grantee at its own cost within a reasonable time after the expiration of this agreement or any yearly renewal thereof.

The monitoring well(s) shall be used solely for obtaining geologic and hydrologic information and water quality data. The monitoring well shall not be used for the production of water or disposal of any substance. Said well(s) and appurtenances and all tools, equipment and other materials placed on the premises by the Grantee shall remain the property of the Grantee.

Grantee, as soon as is practicable after all entries made pursuant to rights granted herein, shall, subject to the terms, conditions and uses for which this grant is made, cause restoration of any real property damaged as a result of such entries.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year first above written.

Grantor:

Name: _____

Address: _____

By: _____

Grantee:

By: _____

Title: _____

APPROVED:

By: _____

Director, Department of Public Utilities

[illegible]

Date: 01/10/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-03-22
1st Reading: 01/18/22
Public Notice: 01/ /22
2nd Reading: 02/07/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-03-22

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AGREEMENTS WITH AGILE NETWORKS

WHEREAS, the City utilizes the MARCS Statewide Radio System for Public Safety Dispatch which provides interoperability with other public safety agencies; and

WHEREAS, these agreements with Agile Networks are renewals, at the same cost, and provide connectivity from the City to the MARCS system; and

WHEREAS, the term of the agreements are for thirty-six (36) months; and

WHEREAS, because the agreements exceed twelve (12) months, they must be approved by ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute the agreements with Agile Networks more fully described in Exhibits A and B.

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

AGILE NETWORKS

Connect Empower Transform

C-03-22
Exhibit A
SERVICE ORDER

Date: 12/20/2021

Section I: Customer Information

Name:	City of Grove City ATTN Acct Payable	Address 1:	4035 Broadway
Address 2:		City/State/Zip:	Grove City OH 43123
Billing Contact:	Accounts Payable	Billing Phone:	614-277-3025
		Billing Email:	invoices@grovecityohio.gov

Section II: Installation Information

	Location A	Location Z (If Applicable)
Name:	City of Grove City	
Address 1:	3360 Park St	1320A Arthur E Adams Dr
Address 2:		
City/State/Zip	Grove City OH 43123	columbus OH 43221
Location Contact:	Todd Hurley	
Contact Phone:	614-277-1725	
Contact Email:	thurley@grovecityohio.gov	
Comments:	Renew agreement for circuit 00001953	

Section III: Products and Pricing

Services:	Quantity:	Monthly:	Service Level	Term	Speeds (Down x Up)	Sub-Total:
IP-VPN	1	\$620.00	MARCS	36	10M x 10M	\$620.00

Total (First Billing):

\$620.00

Section IV: Terms of Agreement

By signing this Service Order, Customer indicates that they have read and agree to the terms of Agile Networks' Master Services Agreement (the "Master Services Agreement" or "MSA") and Service Attachment 1 ("SA1") (version 10/1/19) located at http://www.agilenetworks.com/sites/default/files/AgileEndUserMSA_SA.pdf. The fees set forth above do not include applicable taxes and other similar charges which may be part of the fee charged by Agile hereunder and which shall be the responsibility of the Customer. Early termination fees may apply as explained in the MSA and SA1 referenced above.

Agreed and Accepted:

Full Name (Customer) - Please Print

Signature (Customer)

Date

AGILE NETWORKS

Connect Empower Transform

C-03-22
Exhibit B
SERVICE ORDER

Date: 12/20/2021

Section I: Customer Information

Name:	City of Grove City	Address 1:	4035 Broadway
Address 2:		City/State/Zip:	Grove City OH 43123
Billing Contact:	Accounts Payable	Billing Phone:	614-277-3025
		Billing Email:	invoices@grovecityohio.gov

Section II: Installation Information

	Location A	Location Z (If Applicable)
Name:	City of Grove City	
Address 1:	3360 Park St	1320A Arthur E Adams Dr
Address 2:		
City/State/Zip	Grove City OH 43123	columbus OH 43221
Location Contact:	Todd Hurley	
Contact Phone:	614-277-1725	
Contact Email:	thurley@grovecityohio.gov	
Comments:	Renew agreement for circuit 00004566	

Section III: Products and Pricing

Services:	Quantity:	Monthly:	Service Level	Term	Speeds (Down x Up)	Sub-Total:
IP-VPN	1	\$360.00	STNDRD	36	5M x5M	\$360.00

Total (First Billing):

\$360.00

Section IV: Terms of Agreement

By signing this Service Order, Customer indicates that they have read and agree to the terms of Agile Networks' Master Services Agreement (the "Master Services Agreement" or "MSA") and Service Attachment 1 ("SA1") (version 10/1/19) located at http://www.agilenetworks.com/sites/default/files/AgileEndUserMSA_SA.pdf. The fees set forth above do not include applicable taxes and other similar charges which may be part of the fee charged by Agile hereunder and which shall be the responsibility of the Customer. Early termination fees may apply as explained in the MSA and SA1 referenced above.

Agreed and Accepted:

Full Name (Customer) - Please Print

Signature (Customer)

Date

Date: 01/10/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mayor
Emergency: 30 Days: X
Current Expense:

No.: C-04-22
1st Reading: 01/18/22
Public Notice: 01/19/22
2nd Reading: 02/07/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-04-22

AN ORDINANCE TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE #9

WHEREAS, a new contract has been negotiated between the City and the Fraternal Order of Police, Capital City Lodge #9; and

WHEREAS, the present contract with Capital City Lodge #9 expired on December 31, 2021; and

WHEREAS, while the agreement has expired, the terms of the previous agreement continue under Chapter 4117 of the Ohio Revised Code.

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

SECTION 1. The Council hereby authorizes the Mayor and City Administrator to execute a new multi-year contract with the Fraternal Order of Police, Capital City Lodge #9, attached hereto as Exhibit A. This contract shall be effective from January 01, 2022 to midnight on December 31, 2024.

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

Ted. A Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-04-22

Exhibit A

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**CITY OF GROVE CITY
AND
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9**



AGREEMENT PERIOD:

JANUARY 1, 2022 - DECEMBER 31, 2024

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ARTICLE 1 AGREEMENT

1.1 Agreement. This Agreement is made between the City of Grove City ("City"), and the Fraternal Order of Police, Capital City Lodge No. 9, ("Lodge").

1.2 Purpose. This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City, its bargaining unit Members ("Members"), and the Lodge.

1.3 Legal References. This Agreement shall be subject to applicable laws, except that the express provisions of this Agreement prevail over any conflicting ordinances or State law, rules or regulations pertaining to wages, hours, terms and other conditions of employment.

Should any part of this Agreement 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 Agreement 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 Agreement by operation of law, or a court of competent jurisdiction and upon written request by either the City or the Lodge, the parties shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

1.4 Sanctity of Agreement. The City and the Lodge acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. No changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties. Neither party shall attempt to achieve the alteration of this Agreement by recommending changes in, additions to, or deletions from the Charter, ordinances and resolutions, or Civil Service Commission Rules and Regulations. Past practices relating to Lodge Executive Board attendance at board meetings, delegates to FOP Conferences, work sessions of Lodge negotiators, funeral representation, and benefits provided in ordinances in existence prior to the effective date of this Agreement which are not specifically addressed in this Agreement, shall not be altered except by agreement between the parties.

1.5 Past Benefit and Practices. Any past benefit and/or past practice that has been continuous and is known and sanctioned by the Chief of Police ("Chief") as a past benefit and/or past practice will not be altered until and unless notice and opportunity to request bargaining has been provided and the parties have negotiated to impasse.

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

ARTICLE 2 RECOGNITION

2.1 Recognition. The City hereby recognizes the Lodge as the sole and exclusive bargaining agent for the purposes of collective bargaining, pursuant to Chapter 4117 of the Ohio Revised Code, in any and all matters relating to wages, hours, terms and other conditions of employment of all Members. There are two (2) Bargaining units within this Agreement. The first Bargaining unit consists of all regular full-time sworn police officers of the City who are below the rank of Sergeant. The second Bargaining unit consists of all regular full-time sworn police officers who are of the rank of Sergeant or above. Excluded from inclusion in either unit, and thereby from coverage within this Agreement, are the positions of Chief and Captain, should the rank of Captain exist. Reference throughout this Agreement to Members shall mean employees within both units, unless specified otherwise.

2.2 Dues Deduction. The City agrees to deduct Lodge Membership dues, in the amount certified by the Lodge to the City, the first pay period of each month from the pay of any Member requesting same. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, from the pay of any Lodge Member whom the Lodge certifies owes initiation fees or assessments. If a dues deduction is desired, the Lodge Member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the Department of Finance. The City agrees to furnish to the Lodge Financial Secretary, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Lodge Members for whom dues deductions were made. Nothing herein shall prohibit Lodge Members covered by this Agreement from submitting dues directly to the Lodge.

The City agrees to meet with the Lodge to discuss adding additional payroll deductions should the Lodge develop additional Member benefits. Should the City concur that these programs are beneficial to Members, and acceptable to the City, the City shall grant the additional payroll deduction contingent upon the capability of the payroll computer program.

2.3 Indemnification. The Lodge shall indemnify and save the City harmless against any and all claims, demands, actions or other forms of liability asserted against the City by reason of any deductions paid to the Lodge by the City.

ARTICLE 3 NON-DISCRIMINATION

3.1 Non-Discrimination. Neither the City nor the Lodge shall unlawfully discriminate against any Member based on age, sex, sexual orientation, marital status, race, color, religion, national origin, disability, political affiliation, military status and/or the filing of a claim or the institution,

pursuit of or testimony relative to, any proceeding under the Ohio Workers' Compensation Program. The City and the Lodge agree not to discriminate against any Member on the basis of the Member's membership or non-membership in the Lodge, nor to discriminate, interfere, restrain or coerce any Member because of or regarding the Member's activities as a representative of the Lodge. The Lodge, within the terms of its Constitution and By-Laws, agrees not to interfere with the desire of any Member to become and remain a Member of the Lodge.

ARTICLE 4 REPRESENTATION

4.1 Lodge Official. Any Lodge Executive Board Member in the bargaining units ("Lodge Official"), as long as the Lodge Official continues in that or a higher post, will be permitted sufficient release time during the work-week to attend to Lodge matters within the Member's capacity not to exceed sixteen (16) hours per month. During such service the Lodge Official shall continue the Lodge Official's entitlement of wages, fringe benefits, seniority accrual and all other benefits allowed a Member as though the Lodge Official were at all times performing job-related duties.

Each Lodge Official shall continue to be required to report to the Lodge Official's supervisor at the Lodge Official's assigned shift starting time, and shall be required to inform the supervisor of the Lodge Official's whereabouts at all working times while performing the duties allowed by this Section. In addition, each Lodge Official will be required to drop or forego any of the activities allowed by this Section, upon supervisory direction, for the purpose of assisting in emergency police work. But for an emergency situation, sufficient time to perform Lodge functions will not be unreasonably limited by the City, nor will the Lodge Official devote unnecessary City paid time to these functions. None of the duties of the Lodge Official herein described may be conducted on City paid overtime hours. Nothing in this Agreement shall preclude the Lodge Official from also serving as a Grievance Representative or as Grievance Chair.

4.2 Lodge Release Time. Permission for the Grievance Chair and Grievance Representatives to be released with pay from regular police work to attend Lodge functions, Lodge-sponsored training seminars, and/or FOP national or state conferences will not be unreasonably withheld consistent with the overall training program of the Division and staffing needs.

ARTICLE 5 INTERNAL INVESTIGATIONS

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

5.2 Notification. At the time any Member is notified that he or she is the subject of an investigation, the Member shall be given at least forty-eight (48) hours notice prior to any interview to contact the Lodge for the purpose of representation. In the event of a Member-involved

shooting, or use of physical force by a Member resulting in serious physical injury or death, the Chief may order an immediate investigation to determine compliance with departmental procedures. However, no information obtained during an interview of the Member involved in the Member-involved shooting or use of physical force shall be used for any purpose to the detriment of the Member.

5.3 Information Provided. At the time the Member is informed that the Member is the subject of an investigation, the Member shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the name of the complaining party, and the factual allegations known at that time made against the Member, including a copy of the written complaint against the Member or a written summary of anonymous allegations. As provided in R.C. 149.43, the Member shall also be provided a copy of any statement given by any witness interviewed in the investigation. If body-worn or vehicle camera footage is relevant, the Member shall be afforded an opportunity to review any such footage prior to being asked questions related to the incident captured on the footage.

5.4 Member Records. Upon request, the Member shall be given brief time prior to or during any questioning to locate and review any written or electronic documents the Member possesses regarding the event(s) being investigated in order to be fully prepared to accurately and completely respond to the questioning. An investigating officer may accompany the Member during the Member's brief search and review of such documents.

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

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

5.7 Refusal To Answer Questions. Before a Member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the Member shall be advised that such conduct, if continued, may be made the basis for such a charge. No Member shall be charged with insubordination where such refusal is based on the Member's exercise of the rights afforded the Member in regard to a criminal investigation. However, if a Member is provided "Garrity Rights", and is informed by the Investigating Officer that the Member's responses to questions will not result in criminal charges against the Member, and the Member is ordered to answer the questions, a Member's refusal to answer questions or refusal to participate in the investigation may form the basis for a charge of insubordination.

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

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

5.10 Complaints. When any anonymous complaint is made against a Member and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report.

Also, when any complaint is filed more than sixty (60) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report; but the Member shall be notified orally or in writing of such claim.

If in the course of an investigation the complaining party is unable to be contacted, or refuses to be interviewed and/or assist in the investigation within sixty (60) days of filing the complaint, the complaint shall be classified as unfounded.

5.11 Access to Investigation Documents. Upon the conclusion of the investigation, but at least five (5) calendar days prior to the Director's hearing, the Member under investigation shall be provided access to all investigation documents, including transcripts, records, written statements, videotapes, body-worn camera footage, and audiotapes. This access shall also be provided to the Member's Lodge Representative or Lodge Attorney. These documents shall be provided at no cost to the Member.

5.12 Transcripts. When a Member is interviewed in an internal investigation, such interview shall be recorded by the City. Recordings of interviews will be made only by the City and, if a transcript is made, copies of the recordings and transcript will be provided at no cost to the Member, upon the request of the Member or Member's Lodge Representative or Lodge Attorney. If desired, the Member, or the Member's Lodge Representative or Lodge Attorney will be afforded the opportunity upon written request, directly to the Chief or designee, to listen to and make personal notes or verify the accuracy of a recording or transcript of any interview.

5.13 Supervisory Responsibility. All complaints against a Police Officer or Sergeant will be under the direction of a Sub-Division Lieutenant who will assign the Member's immediate

supervisor to conduct and/or assist in the investigation. Complaints against a Lieutenant shall be investigated by the Captain, should that rank exist.

Where an immediate supervisor is not available to conduct an investigation, or is involved in the incident complained of, or if the situation warrants an outside investigator, then the Chief shall assign or obtain an investigator from a law enforcement agency to conduct the investigation or assist with the investigation. If an outside investigator is used, the investigator shall be of a rank higher than the member under investigation, if that rank exists.

Once the investigation is concluded, an investigation report shall be submitted, with recommendations for disposition, to the Chief through the chain of command of the Member under investigation.

5.14 Truth Verification Device. In the course of questioning, a Member may only be given a polygraph examination, voice stress analysis, or other purported truth verification device, with the Member's written consent. Such consent shall set forth the purposes for which test results may be used. Where a Member consents to such an examination, an examiner shall be chosen by mutual agreement of the City and the Member.

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

5.16 Investigation Status. A Member subject to investigation shall, upon request, be advised at reasonable intervals, either that the matter is still under investigation or that the investigation has been concluded, and shall be advised of the conclusion and finding of such investigation.

ARTICLE 6

MANAGEMENT RIGHTS AND RESPONSIBILITIES

6.1 Management Rights. Except to the extent otherwise limited or modified by this Agreement, the City retains the right and responsibility regardless of the frequency of exercise, to operate and manage its affairs in each and every respect. These rights and responsibilities shall include but are not limited to:

- To determine the organization of the Division of Police;
- To determine and change the purpose and extent of each of its constituent subdivisions;
- To exercise control and discretion over the organization and efficiency of operations of the Division of Police;
- To set standards for service to be offered to the public;
- To direct the officers of the Division of Police including the right to assign work and overtime;
- To hire, examine, promote, and transfer;

- To suspend, demote, discharge or take other disciplinary action against Members for just cause;
- To increase, reduce or change, modify or alter the composition and size of the work force;
- To determine the location, methods, means and sworn personnel by which operations are to be conducted;
- To change or eliminate existing methods of operations, equipment or facilities;
- To create, modify or delete departmental rules and regulations;
- To take actions as may be necessary to carry out the mission of the Division of Police in emergencies;
- To train or retrain Members as appropriate; and
- To maintain and improve the efficiency of the Division of Police.

6.2 Rights Limitations. To the extent that any of the above management functions are limited by the provisions of this Agreement, alleged violations are subject to the Grievance Procedure herein.

ARTICLE 7 GRIEVANCE PROCEDURE

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

7.2 Qualifications. A grievance can be initiated by the Lodge or by an aggrieved Member. Where a group of Members desire to file a grievance involving a situation affecting each Member in the same manner, one Member selected by such group shall process the grievance as the designated representative of the group.

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

7.4 Establishment of Grievance Representatives. The Lodge will designate not more than four (4) Grievance Representatives. The highest ranking Lodge Officer in the bargaining units may be the Grievance Chair. The Grievance Representative shall be selected by the Lodge, but every

effort will be made by the Lodge to provide full Membership coverage by selecting one (1) Grievance Representative from the Police Officer Unit for each shift and one (1) Grievance Representative from the Supervisory Unit. One Grievance Representative selected by the Lodge shall be designated as the Grievance Chair.

7.5 Duties of Grievance Chair. The Grievance Chair, and a named alternate who shall serve as Grievance Chair in the absence or unavailability of the Grievance Chair, shall be released from the Grievance Chair's normal duty hours upon approval of the Grievance Chair's supervisor, to participate in the following duties without loss of pay or benefits:

- A. Representing a Member in investigating and processing grievances, beginning with review of the grievance prior to filing at Step One;
- B. Replacing a Grievance Representative who is absent or unavailable;
- C. General supervision and coordination of grievances in process and of Grievance Representatives;
- D. Acting as liaison between the City and the Lodge on matters concerning grievances, this procedure and this Agreement.

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

7.6 Grievance Procedure. The following are the implementation steps and procedures for handling Members' grievances.

- A. **Preliminary Step.** A Member having an individual grievance will first attempt to resolve it informally in a meeting with the Member's immediate supervisor. Such attempt at informal resolution shall be made by the Member-grievant within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or were first known by the Member-grievant. Grievances brought to the attention of the supervisor, (except for automatic time extensions as hereinafter described in Section 7.7) beyond the fourteen (14) calendar day time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to, in writing, however, a Grievance Representative may accompany the grievant to the meeting with the supervisor should the Grievant request the attendance of the Grievance Representative. If the

Member is not satisfied with the oral response from the immediate supervisor at this Step, the Grievant may pursue the formal Steps which follow. Before a grievance is placed in writing pursuant to Step One, such grievance shall be reviewed by the Grievance Chair and the appropriate Grievance Representative.

B. Step One – Captain/ Lieutenant.

1. If the supervisor's oral response in the Preliminary Step is unsatisfactory, the Grievant may submit the grievance in writing to the Captain, if that rank exists, or, if not, to a Lieutenant, or designee, on the Grievance Form agreed upon by the parties. Such form must be submitted to the Captain/Lieutenant, or designee, within fourteen (14) calendar days following the oral response from the Preliminary Step. The Captain/Lieutenant, or designee, shall date stamp the form upon receipt. A grievance submitted beyond the fourteen (14) calendar day time limit shall not be considered.
2. Within seven (7) calendar days after receipt of the written grievance, the Captain/Lieutenant, or designee, shall investigate the grievance, affix a written response to the form, date and sign the response, and return one copy of it to the Grievant and one copy to the Grievance Representative. If the aggrieved Member does not refer the Grievance to the Second Step of the procedure within seven (7) calendar days after the receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.
3. If during the term of this Agreement, the rank of Captain no longer exists and there are no Lieutenants, the Chief or designee shall hear the Step One grievance.

C. Step Two - Chief

1. Should the Grievant not be satisfied with the answer in Step One, within seven (7) calendar days thereafter, the Grievant may appeal the grievance to Step Two by delivering or having delivered a copy of the Grievance Form, containing the written response at the prior Steps and any other pertinent documents to the office of the Chief. The Chief shall date stamp the form, accurately showing the date his office received the form.
2. Within fourteen (14) calendar days of Grievant's receipt of the Grievance Form, the Chief, or Acting Chief, shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chair. The Grievance Chair may bring to the meeting the Grievant, and the appropriate Grievance Representative.

3. In the meeting, the Chief, or Acting Chief, shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days of the meeting in this Step, the Chief shall submit to the Grievant and the Grievance Chair a written response to the grievance.

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

7.8 Grievance Representatives. Grievants and Grievance Representatives shall not receive overtime pay to engage in grievance activities as set forth in Section 7.5. However, grievance meetings at Step Two shall be held during the Grievant's shift hours, unless otherwise mutually agreed. The Lodge President shall notify the Chief, in writing, of the names of Grievance Representatives and the Grievance Chair within thirty (30) calendar days of their appointment.

7.9 Time Limits. It is the City's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the Grievant and the City's designated representative may mutually agree, at any Step, to short time extensions, but any such agreement must be in writing and signed by the parties. Similarly, any Step in the Grievance Procedure may be skipped by mutual consent. In the absence of such mutual extensions, the Grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy.

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

7.11 Grievance Form. The City and the Lodge shall develop jointly a Grievance Form. Such form will be supplied by the Lodge. Copies of the completed form, including the action taken, will

be distributed as provided in Section 7.6. The jointly developed Grievance Form will be made available to the Grievance Representatives.

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

ARTICLE 8 ARBITRATION

8.1 Submission to Arbitration. Should a Member grievant, or the Lodge in the case of a Lodge grievance, after receiving the written answer to a grievance at Step 2 of the Grievance Procedure still feel that the grievance has not been satisfactorily resolved, the Lodge may submit the grievance to arbitration. The Lodge President, or designee, must notify the City Administrator of the Lodge's intent to submit the grievance to arbitration within fourteen (14) calendar days of the Grievance Chair's receipt of the written answer from the Chief at Step 2.

8.2 Selection of Arbitrator. Unless mutual selection of an arbitrator is made, the parties will request the American Arbitration Association ("AAA") to submit a panel of seven (7) Arbitrators. The City and the Lodge shall select one mutually acceptable Arbitrator from one of the AAA panels by the representatives of the parties alternately striking names and selecting as Arbitrator the final remaining name, unless the parties make a mutual selection from the list without striking names therefrom.

8.3 Authority of Arbitrator. The Arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties, and applying the rules of the Arbitration Tribunal. The Arbitrator shall have the power to rule on the issue of arbitrability of the grievance prior to reaching the merits. It is expressly understood that the ruling and decision of the Arbitrator, within his or her function as described herein, shall be final and binding upon the parties. The Arbitrator shall have no power to add to or subtract from or modify the provisions of the Agreement or to make any award which does not draw its essence from the application of the express terms of this Agreement.

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

8.5 Arbitration Award. The Arbitrator shall render in writing an award within thirty (30) calendar days after the close of the hearing, and shall forward the award and all supporting data to

the designated representatives of the City and the Lodge. The award, if in favor of the Grievant, will be immediately implemented by the City.

ARTICLE 9

LABOR RELATIONS MEETINGS

9.1 Commitments. The City and the Lodge recognize the benefit of exploration and study of current and potential problems and differences in the administration of this Agreement through meetings of representatives to exchange views and information. Accordingly, the Labor Relations Committee shall meet to develop approaches and possible solutions to matters of vital concern. This Committee will meet at least quarterly and at other times when mutually agreed between the parties.

Included among the matters which can be the subject of these discussions are major changes in operations contemplated by the City which will affect Members of the Lodge, contemplated changes in General Orders, contemplated changes in police mission, and concerns of the Lodge relative to equipment, uniforms, etc.

The Committee shall study, explore, and make recommendations to the Lodge and the City concerning any issue referred to the Committee by either party. The Committee shall consist of four (4) representatives from the Lodge appointed by the Lodge President, and four (4) representatives of the City, one of whom shall be the Chief. Any Member appointed by the Lodge President shall be released to attend Labor Relations meetings if such meetings are scheduled during the Member's regularly scheduled duty hours. However, under no circumstances will attendance at the meetings result in payment of overtime to the Member.

Persons representing either party who are specialists in the subject matter under discussion may be brought into committee meetings by agreement of the parties. The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the Lodge and the City. The Labor Relations Committee shall continue to discuss the involvement of representatives of the bargaining units with other City employees regarding the City's insurance programs.

The Committee shall have no authority to bargain for the Lodge and the City on any issue, but may jointly make recommendations to the City and Lodge which would, if agreed to by the Lodge and the City, modify the provisions of this Agreement.

Through these meetings the Lodge and the City agree to discuss legitimate and reasonable efforts to maintain and improve the Members' skill, ability and service delivery, and the elimination of unnecessary inefficiencies where such can be shown to exist.

9.2 Agenda. An agenda will be exchanged by the parties at least forty-eight (48) hours in advance of each scheduled meeting, unless the exchange of an agenda is waived by the parties. The agenda shall contain a list of matters to be taken up in the meeting and the names of those representatives

from each side who will be attending. All matters placed by either party on the agenda will be discussed.

ARTICLE 10

CORRECTIVE ACTION AND RECORDS

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

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

- A. The Chief shall have the right to relieve a Member without pay for the remainder of the particular shift when the Member is unfit for duty or insubordinate during that tour of duty, provided that if the charges are ultimately determined to be unfounded, the Member will be reimbursed for such shift.
- B. The Chief shall have the exclusive right to recommend to the Director of Public Safety ("Director") that a Member be subject to suspension, demotion, or removal. The Chief shall also have the exclusive right to offer that the Member forfeit accrued leave in lieu of suspension. The Chief shall certify the Chief's recommendation in writing, together with the charges to both the Member and the Director.
- C. Within seven (7) calendar days after receiving notification of the recommendation and charges, the Member shall notify the Chief as to whether the Member:
 - (1) accepts the Chief's recommendation, in which case the recommendation shall be implemented immediately; or
 - (2) rejects the Chief's recommendation and chooses to appeal the recommendation to the Director.
- D. If the matter is appealed to the Director, the following procedures shall apply to the conduct of a departmental hearing by the Director:
 - (1) Any pertinent evidentiary documents which support the charges and notice of any witnesses to be called or whose testimony will be used to support the charges shall be provided to the Member or the Member's Lodge Representative or Lodge Attorney at least seven (7) calendar days prior to the hearing on such charges.
 - (2) Within seven (7) calendar days from the Member's appeal to the Director, the Director shall schedule a departmental hearing. The Member may be

placed upon administrative leave with pay by the Chief pending the outcome of the departmental hearing.

10.3 Director Hearing. If the Chief's recommendation is appealed, as set forth in Section 10.2, the Director shall conduct an independent, pre-disciplinary hearing where the charged Member may be represented by a Lodge Representative or Lodge Attorney (at no cost to the City), and will be allowed to call witnesses material to the Member's defense, present evidence, and have the opportunity to confront and cross examine the Member's accusers.

The Director, in this hearing, shall have the same powers to administer oaths and to secure the attendance of witnesses and the production of books and papers as are conferred upon the Mayor. The Director shall render judgment which may be either suspension, demotion, removal, written reprimand, oral reprimand or disaffirmance of the charges. Such judgment shall be final except as otherwise set forth in this Agreement.

Continuance of the scheduled hearing may be requested by the Member, the Member's Lodge Representative or Lodge Attorney, and/or the City. Such request will be granted where practical at the discretion of the Director. The length of such continuance shall be mutually agreed upon. The City will make all good faith efforts to notify the affected Member of any decisions reached as a result of a hearing, prior to any public statement.

10.4 Disciplinary Actions. At any time an inquiry concerning a Member occurs wherein it is anticipated disciplinary action will result, the Member will be immediately notified that such result is possible provided that such notification does not compromise the integrity of any criminal investigation.

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

10.6 Duration of Records.

- A. All disciplinary records will be maintained in each Member's personnel file throughout the Member's period of employment, with the exception that any records of oral reprimands will be removed from the file upon the request of the Member six (6) months after such was given if no further corrective action has occurred. For purposes of progressive and other discipline, and except as provided for below, 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.

None of the requirements of this Section shall require the removal of any documents in the event a civil or criminal action in which the material may be relevant is pending or threatened, by notice to the City, at the time or the Member's request (regardless of whether the requesting member is a party to or the subject of the litigation, and it is reasonably anticipated that these records will be admitted as evidence or be the subject of permissible discovery) or where the material in question is ordered preserved by a court or administrative agency with jurisdiction over a case in which the material may be relevant.

Disciplinary records, once removed from a Member's file, will be stripped of member identifiable information and will be retained for a period to be determined by the City for various administrative purposes, including assisting the City in its diversity efforts, historical patterns of discipline and discharges, defenses against claims and allegations, identifying training needs, ensuring compliance with relevant laws, regulations, and guidelines, and revising rules and regulations.

- B. Notwithstanding this provisions of 10.6(A), oral reprimands will not be used for purposes of progressive and other discipline six (6) months after such was given if no further corrective action has occurred, written reprimands will not be used for purposes of progressive and other discipline one (1) year after such was given if no further corrective action has occurred; and suspensions will not be used for purposes of progressive and other discipline five (5) years after such was given if no further corrective action has occurred.

10.7 Review of Personnel Files. Every Member shall be allowed to review the Member's own personnel file at any reasonable time upon written request to the Chief. Except for supervisory and administrative personnel with a legitimate need to know, and except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, Members' personnel files shall not be available for review by anyone. No information in a Member's personnel file will be shared with anyone outside of the City except name, place of employment, dates of employment, rank and wage rate; except that additional specified information may be given upon the advance, written approval by the Member involved to the Chief, but such approval shall be limited to the specifically requested and approved data, and to the specific request made or Member approval given. Any Member may request and shall receive a complete copy of documents in the Member's own personnel file once per year at no cost to the Member.

Notwithstanding the provisions of the preceding paragraph which would limit access to a Member's personnel file, if a request is made to inspect and/or copy records within a Member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the City intends to comply with this request, the City shall first, provide written notification to the Member of the nature of the request, which notification shall be provided to the Member at least five (5) calendar days prior to the City's intended compliance with the request. Within this five (5) calendar day period, the Member shall have the opportunity to take any one or more of the following actions:

- 1) Insure that any material within the Member's personnel file which is subject to removal from the file under any provision of this Agreement or by any other applicable law is removed prior to the City's compliance with the request;
- 2) Protest the City's intended compliance with the request by filing a written letter of protest with the Director, which letter of protest shall be considered prior to the City's compliance with the request; and
- 3) Pursue any available legal remedy.

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

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

ARTICLE 11

WORK RULES AND INFORMATION ORDERS

11.1 Work Rules. The City agrees that work rules shall be reduced to writing and provided to all Members fourteen (14) calendar days in advance of their enforcement, unless exigent circumstances arise that necessitate immediate enforcement (e.g. court order, changes in applicable law, etc.). Any charge by a Member that a work rule, General Order, Training Bulletin, Informational Order, or like matter is in violation of this Agreement or has not been applied or interpreted uniformly to all Members, shall be a proper subject for a grievance.

The City will provide the Grievance Chair copies of any revised or new work rules, General Orders, and Training Bulletins, in advance of their intended effective dates unless exigent circumstances arise that necessitate immediate enforcement.

ARTICLE 12

SENIORITY CONSIDERATIONS

12.1 Seniority Defined. For purposes of this Agreement, "seniority" shall be defined as total continuous service with the City as a regular full-time police officer; or, for purposes of Sections 12.2, 12.3, and 12.4, total continuous service in a given rank; or, for purposes of Sections 13.5 and 19.2, total continuous service with the City. However, a Lieutenant who is involuntarily or

voluntarily reduced in rank shall retain the Lieutenant's service time as a Sergeant for purposes of bargaining unit seniority. Additionally, a Sergeant who is involuntarily or voluntarily reduced in rank shall retain the Sergeant's service time from date of hire as a regular full-time police officer for purposes of bargaining unit seniority.

Continuous service shall not be considered broken due to absences caused by military, pregnancy, injury, sick and other approved leaves of absences as allowed by this Agreement, by City ordinance, or by law. A "break in service" is defined as:

- A. Separation because of resignation, except where the Member is rehired within one (1) year;
- B. Removal;
- C. Failure to return from an authorized leave of absence;
- D. Unauthorized leave of absence;
- E. Medical leaves of absence beyond eighteen (18) months, or until the Member uses all the Member's available sick leave, whichever is greater, except that this provision shall not apply to a medical leave of absence which results from a Member's injury in the line of duty as defined in Section 21.4; or
- F. Suspension without pay, except that forfeiture of accrued leave (in lieu of an unpaid suspension if agreed upon) does not constitute a break in service.

12.2 Application of Seniority To Vacation Leaves. When vacation leaves are to be scheduled, and where there are two (2) or more applicants with the same request, the applicant with the highest seniority shall be granted the request.

12.3 Overtime Scheduling. Overtime for Police Officers and Sergeants shall be Bureau preferred and shall be assigned by seniority. When there are two (2) or more applicants, the Member with the highest seniority shall be assigned the overtime. Members from the originating bureau will be assigned the overtime over members from another bureau regardless of seniority. When there is a lack of Member applicants, the overtime assignment shall be made by inverse seniority with rotation among the originating Bureau and rank specific officers.

Overtime assignments which are known at least thirty-six (36) hours in advance, such as special events, shall be posted on the Bureau bulletin board for assignment by Bureau preference and seniority, unless the overtime is deemed by the Chief, or designee, to be agency-wide overtime. Overtime which is agency-wide shall be posted on the roll call bulletin board for assignment by seniority.

Combined straight-time, overtime, and special duty shall not exceed sixty-eight (68) hours per work week, unless a greater number of hours is approved by the Chief, or the Chief's designee. Overtime assignments not subject to seniority considerations may be made when the overtime requires specific skills or knowledge or is specific to a Bureau or function as part of a secondary or primary duty assignment or in an emergency situation. Exclusionary functions include, but are not limited to, traffic crash team, crisis negotiator, firearms-defensive tactics or other instructor, D.A.R.E., or School Resource Officer functions, on-going or sensitive investigative processes, S.R.T., and C.A.L.E.A.

12.4 Filling of Patrol Assignments. All Patrol shift assignments for the following year (beginning with the first full pay period thereof) shall be posted annually by November 15. Members shall select their shift assignment (which includes their days off) based on seniority by December 15. The Member with the highest seniority will have the first choice of patrol shift assignment. Seniority will be determined in accordance with the provisions of Section 12.1.

Should any change in shift assignment occur during the calendar year, an interim bidding process shall be followed to fill the opening, provided that if no Member applies for the opening, the Chief retains the discretion to fill the opening by assigning the least senior Member. The interim process shall be initiated by the posting of the available Patrol assignment, with Members being given fourteen (14) calendar days to respond in writing to the posting indicating interest in the assignment. The most senior Member indicating interest shall be given the assignment. The interim bidding process shall also apply to subsequent openings occurring as a result of the use of the procedure. During the bidding process, a temporary assignment may be made until the bidding process is complete and the permanent assignment is made.

12.5 Filling of Non-Patrol Job Assignments.

- A. When the City creates a new non-patrol assignment or determines that a vacancy will occur in a non-patrol assignment, the Chief shall post the job assignment opening for fourteen (14) calendar days and shall allow any interested Members of the same rank to apply within the posting period. The Chief shall provide notice on the job posting as to any specialized training and/or technical skills which will be required for the assignment once the assignment is made. In filling the job assignment, the Chief shall give consideration to all applicants who apply. Skill, ability, knowledge, work performance, specialized training, and seniority shall be the criteria for selection of an applicant to fill a job assignment vacancy. When all other criteria are equal, seniority will be the deciding factor as to such assignment. For any non-patrol assignment, the applicant must have a minimum of two (2) years of continuous service in a patrol assignment upon release from the FTO program in order to receive consideration. However, this provision does not apply where no applicant with the minimum requisite seniority applies for the vacancy, or the applicant has met the minimum requisite seniority in a non-patrol assignment because no applicant with the

minimum requisite seniority applied for a non-patrol assignment secured by the applicant. Should no Member apply for the open assignment, the Chief may appoint the least senior Member who meets the minimum qualifications for the assignment.

- B. Notwithstanding Section 12.5 A., one General Investigator assignment shall be permanently designated as having a rotating, two-year duration (from the beginning of the first full pay period in January of the first year through the last pay period of the second year). The Chief shall post the rotating assignment no later than September 15th during the second year of the assignment. The rotating assignment shall be filled by the most senior Member applying for the assignment, so long as that Member has a minimum of two (2) years of continuous service in a patrol assignment following release from the FTO program. No Member may be selected to fill this rotating assignment after already having served as a General Investigator or a two-year rotating General Investigator, unless no other Members apply for the assignment. The rotating two-year assignment will have a variable schedule and shall not be permitted to participate in the bid process for General Investigator shift assignments. Any Member in the General Investigator assignment shall be permitted to participate in the bid process for Patrol shift assignments, as provided in Section 12.4, during the November preceding the end of the two-year term of the rotating General Investigator assignment.
- C. If a vacancy in the rotating General Investigator assignment occurs prior to the expiration of the two-year, the Chief shall post the job assignment opening for fourteen (14) calendar days and shall allow any interested Members of the same rank to apply within the posting period. Any Member selected to fill the rotating assignment under this paragraph shall continue for the remainder of the calendar year in which the vacancy occurred and then for two additional calendar years.
- D. All General Investigator shift assignments for the following year (beginning with the first full pay period thereof) shall be posted annually by October 4. Members shall select their General Investigator shift assignment (which includes their days off) based on seniority by November 4. The Member with the highest seniority will have the first choice of General Investigator shift assignment. Seniority will be determined in accordance with the provisions of Section 12.1.

12.6 Temporary Assignments. A temporary assignment is defined as a non-permanent change in a Member's assignment. A temporary assignment shall not exceed six (6) months. The Chief maintains the discretion to fill temporary assignments without regard to the bidding procedure in Section 12.4 and 12.5.

12.7 Lieutenant Assignments. All positions of Lieutenant shall be bid annually according to seniority until December 2018. Effective December 2018, the Chief of Police reserves the right, at his/her discretion, to select, assign and remove Lieutenants from an assignment at the end of a

Collective Bargaining Agreement cycle in coordination with shift bids, when vacancies occur, or upon written reasonable justification from the Chief of Police. If the Lieutenant's assignment is other than first shift and weekends off, then the positions will be bid based on seniority.

ARTICLE 13 WAGES AND LONGEVITY

13.1 Wages. The following straight-time wages will be paid Members by rank on the first day of the pay period which includes the date(s) set forth below.

EFFECTIVE JANUARY 1, 2022

Police Department Wage Structure				
	Hourly			
	2021	2022	2023	2024
	Increase %	3.00%	3.00%	3.00%
OFFICER				
Probationary	\$27.70	\$28.53	\$29.39	\$30.27
Step 1	\$30.25	\$31.16	\$32.09	\$33.05
Step 1	\$32.68	\$33.66	\$34.67	\$35.71
Step 3	\$35.94	\$37.02	\$38.13	\$39.27
Step 4	\$41.39	\$42.63	\$43.91	\$45.23
Step 5	\$48.41	\$49.86	\$51.36	\$52.90
SERGEANT	\$55.79	\$57.46	\$59.19	\$60.96
LIEUTENANT	\$62.88	\$64.77	\$66.71	\$68.71

13.2 Pay Plan. The following shall apply to advancement from Step 1 to Step 5 in the rank of Police Officer and advancement from Probationary Step to Step 5 in the rank of Police Officer:

- A.** Probationary Step shall be the hiring step for the rank of Police Officer for those Members who are not certified peace officers. A Member becomes eligible and shall be advanced by the Safety Director to Step 1 on the first day following completion of one (1) year of continuous service following completion of field training.
- B.** A Member becomes eligible and shall be advanced by the Safety Director to Step 2 on the first day following completion of one (1) year of continuous service at Step 1.

- C. A Member becomes eligible and shall be advanced by the Safety Director to Step 3 on the first day following completion of one (1) year of continuous service at Step 2.
- D. A Member becomes eligible and shall be advanced by the Safety Director to Step 4 on the first day following completion of one (1) year of continuous service at Step 3.
- E. A Member becomes eligible and shall be advanced by the Safety Director to Step 5 on the first day following completion of one (1) year of continuous service at Step 4.
- F. The wage step advancements as prescribed in this Article shall be mandatory.
- G. References in this Agreement to Step 1 or the Probationary Step are provided only for reference and are not to be viewed as indicative of any representation made by the Lodge or the City that the Lodge had or has any role to play in the hiring or recruiting of Police Officers.

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

13.4 Promotional Probationary Period Excluded. No Member who is promoted to a higher rank shall be required to serve a probationary period following promotion; Members may only be reduced in pay or position for just cause.

13.5 Longevity. For all Members, the following longevity bonus schedule shall be in effect:

Years	
5 th through 10 th	\$1,075.00
11 th through 15 th	\$1,325.00
16 th through 20 th	\$1,550.00
21 st and thereafter	\$1,900.00

The annual longevity payments shall be made to a Member, in accordance with the above schedule, in a separate lump-sum payment on the first pay period ending after the Member's anniversary date each year. The City shall include annual longevity payments in Members' regular rates of pay for purposes of overtime calculations. Upon termination for any reason a Member who is eligible for longevity pay under this Section (or, in the event of death, the surviving spouse or secondarily, the Member's estate) will be paid, as part of the Member's terminal pay, the final partial year of longevity pay, prorated to the number of hours worked during said partial year since the Member's last anniversary date, except that payment for a Member killed in the line of duty shall be paid for a full year of longevity.

ARTICLE 14 SHIFT DIFFERENTIAL

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

Amount Per Hour
\$1.10

14.2 Eligibility. Shift differential pay shall be paid for all work hours from 3:00 p.m. to 7:00 a.m. Shift differential pay shall be paid only for actual hours worked and shall not be paid in addition to regular pay for any hours of leave with pay, except that shift differential shall be paid for injury leave if their normal shift hours would have been under normal shift differential hours. Under the terms of this article, if authorized over-time occurs as a continuation of the regular workday, the shift differential shall be paid for each hour of overtime worked (even if the overtime occurs after 7 a.m.), and the shift differential pay shall be added to the straight-time hourly rate prior to computing the overtime rate.

14.3 Method of payment. Shift differential pay will be paid bi-weekly.

ARTICLE 15 CLOTHING AND EQUIPMENT ALLOWANCE

15.1 Initial Issue. Upon initial appointment to the Division of Police, each new Member shall be issued all uniform parts and equipment, as defined in General Order 41.2.14, and all equipment required by the basic academy.

15.2 Recruit Criteria. A recruit shall not receive the first semi-annual payment of the annual clothing and equipment allowance which follows his or her date of hire. On the date upon which the recruit would otherwise receive the next semi-annual clothing and equipment allowance, the Member shall, in lieu thereof, receive a payment equal to the number of completed pay periods between the new recruit's date of hire and the first semi-annual clothing and equipment allowance

payment date thereafter times \$46.15. A new recruit shall receive the third and all subsequent semi-annual payments.

15.3 Annual Allowance.

- A. All Members assigned to a uniformed assignment shall receive an annual uniform and equipment allowance of \$1,200.00 payable one-half in each of two semi-annual payments. Payments will be made on or before January 30th and July 30th of each calendar year in accordance with Internal Revenue Service Regulations and will be subject to withholding for tax purposes.
- B. All Members assigned to a plainclothes assignment shall receive an annual uniform and equipment allowance of \$1,200.00 payable one-half in each of two semi-annual payments. Payments will be made on or before January 30th and July 30th of each calendar year in accordance with Internal Revenue Service Regulations and will be subject to withholding for tax purposes.
- C. When a Member is reassigned from a uniform assignment to a plainclothes assignment, that Member may at his or her option, receive at the effective date of that transfer, a semi-annual uniform allowance of \$600.00. Any Member who elects to receive the semi-annual uniform allowance at the time of transfer shall not receive the next regularly scheduled semi-annual uniform allowance.
- D. The uniform allowance is for purchase and maintenance of all uniforms.
- E. The January 30th payment will cover the time period from July through December of the preceding year. The July 30th payment will cover the time period from January through June of the current year.

15.4 Terminal Pay: Prorated Payments. Upon termination for any reason, Members who are eligible for the uniform and equipment allowance will be paid as part of their terminal pay, the final partial year allowance on a prorated pay basis. Prorated payment is based upon the number of completed pay periods in the payroll year. The prorated payment shall be as follows:

- 1. For uniformed assignments, \$46.15 per completed pay period.
- 2. For plainclothes assignments, \$46.16 per completed pay period.

15.5 Required Purchases. Members shall be required to purchase uniform parts and equipment as defined in General Order 41.2.14. Members in the Detective Bureau shall receive the uniform and equipment allowance and will be expected to purchase the needed clothing to function in plainclothes assignments. The cost of approved bullet-proof vests shall be paid by the City, and shall be replaced, pursuant to manufacturer specifications, at no cost to the Member. Members shall select a bullet resistant vest from a list approved by the Chief when their original issue vest has reached its manufacturer's recommended life expectancy limit.

Whenever the Division of Police changes the uniform and equipment requirement, the City shall furnish the initial issue of said new or changed clothing and equipment at no cost to Member.

15.6 Damaged or Lost Uniform Parts or Equipment. Members shall have any clothing and uniform parts or equipment damaged or lost in the line of duty replaced by the City at no cost to Members. Members will turn in any damaged clothing and uniform parts or equipment. Any clothing uniform parts or equipment damaged or lost due to carelessness or negligence on the part of the Member will not be replaced by the City. Members shall have any personal items damaged or lost in the line of duty replaced by the City at no cost to Members. Reimbursement for non-prescription sunglasses shall be limited to seventy-five dollars (\$75.00). Watches shall be reimbursed in the amount of forty dollars (\$40.00). Members will turn in any damaged personal items. The City may require the Member to show just cause why that personal item was being used by the Member in the line of duty. Any personal item damaged or lost due to carelessness or negligence on the part of the Member will not be replaced by the City.

ARTICLE 16

HOURS OF WORK OF OVERTIME

16.1 Definitions. For the purpose of this Agreement, a work week shall be considered to commence at 12:01 a.m. on Saturday and to conclude at 12:00 midnight on the following Friday. The standard work week shall consist of forty (40) hours in paid status and the standard pay period shall consist of eighty (80) hours in paid status. For Members a standard workday shall consist of eight (8) or ten (10) consecutive hours in paid status and a standard workweek shall consist of five (5) or four (4) consecutive eight (8) or ten (10) hour workdays and two (2) or three (3) consecutive days off.

Except as set forth in Section 16.6 below, "paid status" shall include work hours as well as all hours in paid status while on approved leave, including holidays, vacations, injury, military, compensatory and sick leaves.

16.2 Compensation. Compensation shall be paid to every Member on a biweekly basis. Disbursements of pay checks will be on alternate Fridays for all compensable time for the 80 hour period ending on midnight of the Friday that proceeds the pay day Friday.

16.3 Overtime. Members shall be compensated at straight time rates for all hours in paid status except that all hours worked or in paid status totaling in excess of the eight (8) or ten (10) hours standard workday and all hours worked or in paid status totaling in excess of forty (40) hours in any work week shall be compensated for at one and one half times the Member's regular straight time hourly rate.

16.4 Overtime Absence. Inability to work a prescheduled overtime assignment due to illness or death in the family will not require the Member to charge such absence against sick leave.

16.5 Compensatory Time. A Member may, in lieu of overtime pay, accumulate and use a maximum of eighty-one (81) hours of compensatory time during each calendar year. If a Member does not use all of the Member's accumulated compensatory time on or before December 31, the accumulated but unused compensatory time shall be paid to the Member at the Member's rate of pay in effect on December 31, with such payment occurring no later than the pay date at the end of the first full pay period in January. Should a Member be separated from service for any reason, the Member shall be paid the Member's accumulated but unused compensatory time at the Member's rate of pay at the time of separation. All compensatory time off requests are subject to supervisory approval by reference to the number of Members permitted to take vacation or compensatory leave, as established in Section 19.4(F).

Members may submit a request to convert compensatory leave to paid compensation at the Member's regular straight-time rate of pay at any time. Payment for converted compensatory leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion.

16.6 Investigative Subdivision On-Call Status

The City will continue to maintain its current mandatory assignments for the Investigative Subdivision to cover all periods outside of the normal working hours of the members of the Investigative Subdivision and agrees to pay the total sum of one (1) hour of pay per one day to the member of the Investigative Subdivision designated to serve in the on-call status. This payment shall be paid as part of the member's bi-weekly paycheck.

The City will not be required to place a detective in on-call status during any period in which another member of the Detective Bureau is working.

16.7 Field Training Officer. Any Patrol Officer Member assigned as a Field Training Officer who is assigned a trainee in other than a nominal or de minimis capacity, shall receive an additional \$2 per hour for all hours spent as a Field Training Officer.

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

- A) The substitution must be approved in advance by the supervisor of the Member who is seeking to find a substitute for the Member's hours;
- B) The hours the Member works as a substitute shall not be counted as hours worked for purposes of overtime, and shall not result in the payment of shift differential or other premium to a Member who otherwise does not receive that premium;
- C) The substitution may not result in the Member working back-to-back shifts; and

- D) The Member who agrees to substitute for another Member shall be held responsible for a failure to report, tardiness, absence, etc., as if it were the Member's regularly scheduled shift.

ARTICLE 17

REPORT IN, CALL IN, AND COURT PAY

17.1 Report In and Call In Pay. When a Member is ordered to report to work and reports, the Member shall be paid at one and one-half (1 1/2) times the Member's regular hourly rate for all hours worked, but for a minimum of three (3) hours at this rate of pay. This provision shall apply to Members who are called to work while on off-duty time.

17.2 Court Time. Members who are required to make work related court appearances (civil or criminal) shall be paid for all such hours at the applicable rates, where such hours are during the Member's regularly scheduled shift hours. When such court appearances are not during a Member's regularly scheduled shift hours, or the Member is on approved leave, then the Member shall be paid at the rate of one and one-half (1 1/2) times the Member's hourly rate for each such hour worked, but the Member shall be paid a minimum of three (3) hours for each such court appearance at this rate. This Section shall also apply to a Members' required appearance in any administrative hearing.

17.3 Court Stand-By.

- A. When a Member is issued a stand-by subpoena, and is required to be on stand-by status for court appearances, away from the Member's work, and outside of the Member's regularly scheduled hours, the Member shall receive two (2) hours of pay for such stand-by status at the Member's regular straight-time rate of pay. If a Member is required to make a court appearance, Section 17.2 shall apply and the Member shall not be entitled to stand-by pay.

If a Member receives a subpoena marked "stand by", the Member shall be required to telephone the Police Radio Room by using a designated phone number any time between 12:15 p.m. and 12:45 p.m. to see if the Member is required to appear in court, on said subpoena case. If the Member is advised the Member is not needed to appear in court, the Member shall request the "call for service dispatch number." This number shall be recorded by the Member on the Member's payroll time sheet the Member shall thereby be considered "released" from the "stand-by" status and shall have completed the requirements for receiving court stand-by pay.

ARTICLE 18

HOLIDAYS

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

New Year's Day	January 1
Martin Luther King Day	January 15
President's Day	Third Monday in February

Easter Day	
Memorial Day	Last Monday in May
Independence Day	Day upon which City schedules Fireworks ¹
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
December 24	Christmas Eve
Christmas Day	December 25
New Year's Eve	December 31
Member's Birthday	
Any special holiday proclaimed by the City Administrator.	

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

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

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

18.3 Payment for Actual Working on Holidays If a Member is scheduled to work on one of the aforementioned holidays and the Member does work, the Member will be paid one and one half times (1 ½) the Member's regular hourly rate in addition to the Member's holiday pay in Section 18.2. If a Member is required to work mandatory or approved overtime on the day upon which the July 4 holiday is celebrated, the Member shall be paid three (3) times the Member's regular rate of pay for overtime hours worked on this holiday. These payments shall be made with the Member's regular pay.

¹ If the City does not schedule fireworks, the date of July 4 will be the date for celebration of Independence Day.

ARTICLE 19
VACATION LEAVE

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

19.2 Conditions of Accrual. Each Member shall accrue vacation leave by pay period at the annual rate of workdays based on the years of continuous service as established in the schedules contained in Section 19.3 of this Article. In computing years of continuous service, the higher rate of accrual will begin on the first day of the first pay period in which a continuous year of service begins.

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

Years of Service	Paid Vacation Hours. Per Year	Vacation Hrs. Per Pay Period
1 yr. through & including 3 yrs.	80 hrs.	3.0769
4 yrs. through & including 8 yrs.	120 hrs.	4.6153
9 yrs. through & including 13 yrs.	160 hrs.	6.1538
14 yrs. through & including 17 yrs.	200 hrs.	7.6923
18 yrs.	240 hrs.	9.2307

19.4 Maximum Accrual of Vacation.

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

- A.** At the end of each vacation year, Members shall be paid for any vacation balances in excess of the maximums fixed by this Article.
- B.** A Member who is to be separated from City service through removal, resignation, retirement or layoff and who has unused vacation leave to the

Member's credit, shall be paid in a lump sum for such unused vacation leave.

- C. When a Member dies while in paid status in the City service, any unused vacation leave to the Member's credit shall be paid in a lump sum to the Member's spouse, or secondarily the Member's estate, at the rate of pay in effect at the time of the Member's death.
- D. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Chief or designee.
- E. Vacation leaves may be taken in multiples of one-half (1/2) hour.
- F. Except as provided in this paragraph, one Sergeant and one Officer per shift shall be permitted to be on vacation leave or compensatory time leave at the same time. If no Sergeant has scheduled vacation, two Officers per shift shall be permitted to be on vacation leave or compensatory time leave at the same time. Additional members shall be permitted to be on vacation leave beyond the numbers set forth in this provision should staffing requirements permit. A request to use vacation/compensatory time leave may be denied, or vacation/compensatory time leave that was previously approved may be canceled, by the Chief or designee if an unforeseen law enforcement emergency (e.g., natural disaster, large demonstrations or civil disturbances, etc.) requires off-duty Members to report for duty. Vacation leave also may be reduced to one (1) or no (0) Members per shift for no more than 12 occasions or events, including in-service training (which shall be counted as one event per training session) which shall be established annually by the Chief in consultation with the Lodge. The City and the Lodge agree that, in the discretion of the Chief, if staffing permits, additional Members may be permitted to schedule vacation on a day previously designated as a day on which limited vacation was allowed.
- G. When two or more Members request the same vacation time and operational needs require the limitation of the number of Members who can be off, the Member with the greater seniority will be given first choice, except that Members entitled to more than two hundred (200) hours vacation may be required to schedule that portion beyond two hundred (200) hours at a time other than during the months of June, July and August.
- H. Each Member employed by the City as of July 1, 1988 will accrue vacation leave by pay period based on total years of service which is established in the schedules contained in 19.3 of this Article. The years of total service is defined to be years accumulated from all periods of employment with the City, the State of Ohio, and any other political subdivision in Ohio. Anyone

who becomes a Member after July 1, 1988 will only accrue vacation leave based on a total years of service with the City.

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

ARTICLE 20

SICK AND INJURY LEAVE

20.1 Sick Leave Accumulation. Each full time Member shall be entitled for each completed eighty (80) hours of service (excluding overtime) to sick leave of 4.6 hours with pay. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the Member's credit on the basis of one-half (1/2) hour for every one-half (1/2) hour of absence for previously scheduled work.

When a Member first is employed by the City, the Member shall be advanced sick leave to the Member's credit in an amount equivalent to 120 hours.

Such new Member shall not be entitled to accumulate additional sick leave until the Member works the number of hours that would have to be worked to earn the amount of sick leave advanced.

Any Member employed prior to July 1, 1988 shall be allowed to carry over any unused and unpaid sick leave from prior service in the State of Ohio or any political subdivision in Ohio. This sick leave that is carried over shall not be paid as part of a Member's terminal pay. However, the Member may elect to use such sick time prior to using any time accrued from the City. Any Member employed after July 1, 1988 will only carry over sick leave from prior service with the City.

20.2 Sick Leaves Usage. Members may use sick leave, upon approval of the Chief or designee, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and for illness or injury in the Member's immediate family (this determination to be within the authority of the Chief); death in the immediate family and for the necessary medical, dental or optical consultation or treatment when the same cannot be obtained during off duty time. A Member is limited to five (5) days (forty (40) hours) leave for a death in the immediate family.

Immediate family for purposes of this Section is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-

law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister.

A Member shall furnish a satisfactory written signed statement to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for corrective action, up to and including removal. No Member may receive payment from the City for sick leave if the Member is receiving workers' compensation for the same purpose.

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

20.4 Cash Payment for Sick Leave Credit. Members shall, at the time of their retirement or resignation in good standing, receive payment based on the Member's straight-time rate of pay at retirement or resignation for one-half (1/2) of the accumulation in excess of 360 hours. All severance pay shall be paid at the Member's current rate of pay. In the event a Member dies, as a direct result of injury sustained in the course of the Member's employment the Member's spouse, or secondarily the Member's estate shall be paid, on a day for day basis, for the Member's unused sick leave at the rate of pay in effect at the time of the Member's death.

20.5 Donated Sick Leave

A. Eligibility - Any eligible Member may apply to the Administrative Assistant or the Chief of Police to receive donated sick leave if the Member requesting such donated sick leave:

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

B. Procedure

A Member qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the Administrative Assistant or the Chief of Police. Written documentation from a medical doctor of the Member's serious illness or injury

must be attached to the request. The Administrative Assistant or the Chief of Police shall have the discretion to approve or deny such request. Copies shall be provided to the Member, Human Resources and the Chief of Police.

1. Upon approval of a request for sick leave donation, the Administrative Assistant or the Chief of Police shall complete the necessary form and forward copies of same to each Member.

A Member wishing to donate sick leave to a fellow Member eligible for donation shall complete the necessary form and forward same to the Chief of Police, who shall provide a copy to Human Resources.

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

1. Notify all bargaining unit Members of the Member's need for donated sick leave, while respecting the Member's right of privacy;

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

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

1. Retains a sick leave balance of at least two hundred and forty (240) hours after deduction of the hours offered for donation; and

Voluntarily elects to donate sick leave to the member approved for donation, understanding that any such leave donated and used shall not be returned.

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

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

All paid leave provided to or accrued by a Member while using donated sick leave shall be used in the following pay period before donated sick leave is used.

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

5. No Member receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. A member may not apply for donated leave more than once in any twelve (12) month period.
7. No Member may donate more than 40 hours to another Member in a calendar year.
8. The Administrative Assistant or the Chief of Police shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall be strictly voluntary. No Member shall directly solicit donations of sick leave from another Member other than by the posting of an approved form.

20.6 Injury Leave. Each Member who is disabled from performing the duties of the Member's employment with the City due to bodily injury sustained by the Member, or illness contracted in the pursuit and performance of the duties of such employment, shall receive, in lieu of the benefits conferred upon Member by the sick leave provisions hereof, injury leave at the Member's straight-time rate of pay and any applicable shift differential. Leave shall be paid for such period of time as the Member is actually disabled by bodily injury, but for no more than six (6) months (1,040 hours).

To be eligible for injury leave, the Member must present physician certification of the injury and the cause of the injury. In addition, the Member must present physician certification that the Member is fit to return to work prior to returning to work. Any limitations on the Member's ability to perform the Member's job duties must be set forth in the physician certification. The Director of Public Safety may prescribe needed rules and regulations for the establishment of eligibility for, and administration of, the benefits conferred by this Section. The receipt of benefits pursuant to this Section shall not take or otherwise affect the accrual of sick leave, vacation time, seniority or other benefits of employment. A Member is not eligible for injury leave if the Member is receiving workers' compensation benefits.

ARTICLE 21 SPECIAL LEAVES

21.1 Special Leave. In addition to other leaves authorized herein, the Chief of Police may authorize a Member to be absent without pay for personal reasons for a period or periods not to exceed ten (10) calendar days of any calendar year. The Chief of Police may authorize special

leave of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects related to the work of the Member and which will benefit the Member and the City; urgent personal business requiring the Member's attention for an extended period, such as settling an estate, liquidating a business and for other purposes beneficial to the City.

21.2 Jury Duty Leave. A Member, while serving upon a jury in any court of record will be paid the Member's regular wages for each workday during the period of time so served for up to 8 weeks less whatever amount such Member may receive as compensation for the Member's services as a juror. Time so served shall be deemed active and continuous service for all purposes.

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

21.4 Military Leave. Sworn officers of the Division of Police who are Members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corp. Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence in accordance with this Section.

- A. Paid Leave.** A Member shall be granted leave with pay when ordered to active military duty or required training. Such paid leave shall not exceed twenty-two (22) days (176 hours) per year, and the rate of pay for leave so taken shall be the Member's regular wages.

Where it is to the advantage of the City, and on the approval of the Chief, additional leave may be granted up to fifteen (15) additional calendar days per year.

If the military active duty exceeds 22 days (176 hours) in a calendar year, the Member shall be paid the difference between the Member's regular straight-time wages and the military pay for all days in excess of 22 in the calendar year.

As directed by the City, the Member shall submit to the City the Member's orders to active duty and the Member's record of military pay.

Typically, use of this Section under normal non-emergency circumstances shall be for approximately two-week "summer camps" Members of the reserve components of the United States Armed Forces are required to attend. To receive compensation under this Section, the Member's military service must meet the definition of "active duty" given in 32 United States Code 101(12).

- B. Military Leave Without Pay.** A Member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any

branch thereof. Members in a probationary period shall not be granted such leave. Such leave of absence shall be governed by the following principles:

1. No eligible Member shall lose the Member's rank, or seniority enjoyed at the time of the Member's enlistment, induction or call into the active service, (other than for military training leave) of the Armed Forces of the United States of America or any branch thereof, except that a provisional Member at the time of entering active military service shall not be entitled to restoration to the Member's position if an eligible list from which appointment to such positions may be made has been established prior to the Member's application for restoration to such position.
2. Any Member who has entered the service as stated above, upon the Member's Honorable Discharge from the service and establishment of the fact that the Member's physical and mental condition has not been impaired to the extent of rendering him or her incompetent to perform the duties of the position, shall be returned to the positions the Member held immediately prior to the Member's enlistment or induction into the service or to a position if an eligible list from which appointment to such positions may be made has been established prior to the Member's application for restoration to such position.
3. Any Member serving in a position vacated temporarily due to the previous incumbent being in the military service shall be determined to have been given a permanent appointment, if the returnee fails to exercise the Member's restoration rights within the prescribed time.
4. The term "Armed Forces of the United States" as used in this Section shall be deemed to include such services as designated by the Congress of the United States.
5. Any Member transferred or advanced to a position by reason of vacancy caused by a Member serving in the Armed Forces shall be returned to the position the Member held before said transfer or advancement, or to a position of equal rank or grade upon the return of the Member from service.
6. A Member who achieves permanent status while filling a vacancy resulting from the enlistment or induction of a Member into military service, upon the return of that Member from the service, shall be placed on an eligible list in the order of the Member's original position.
7. In any case where two (2) or more Members who are entitled to be restored to a position left the same position in order to enter the Armed Forces, the Member with the greatest seniority in that classification shall have the prior

restoration right without prejudice to the reemployment rights of the other Member or Members to be restored.

8. Where services in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.
9. Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one (1) voluntary enlistment.

- C. **Return from Military Leave.** Whenever a Member returns from military leave the Member shall be restored in the Member's former position at the step which corresponds to the step the Member received at the time of the Member's departure and in addition, shall be granted any pay increases to which the Member would have been entitled had the Member not entered military service.

21.5 Absence Without Leave. Whenever a Member who intends to be absent from duty without pay shall report the reason therefore to the Member's supervisor prior to the date of absence when possible and in no case later than mid-shift on the first day of absence. All unauthorized and unreported absences shall be considered as absence without leave and loss in pay shall automatically occur for the period of absence. Such unauthorized absence may also be made the grounds for corrective action.

ARTICLE 22 INSURANCE

22.1 Group Health Insurance and Pharmacy Program. The City will provide group health insurance and a pharmacy program for all Members. Currently, the City provides health insurance and a pharmacy program for all Members in accordance with the Central Ohio Health Care Consortium plan or plans adopted by such Consortium effective January 1, 2016 ("Consortium Plan"). The City retains the right to seek out alternative health insurance and pharmacy program providers throughout the term of this Agreement. In the event the City determines that the Consortium Plan is no longer an economical plan for the City and the Members, the City will provide the same level of health insurance and pharmacy program coverage in a manner which is at least equivalent to the Consortium Plan through the term of this Agreement.

22.2 Vision Care Plan. The City will maintain vision coverage for all Members in a manner which is at least equivalent to the vision care plan in effect on January 1, 2016.

22.3 Dental Care Plan. The City will maintain dental coverage for all Members in a manner which is at least equivalent to the dental care plan in effect on January 1, 2016.

22.4 Life Insurance. The City will maintain life insurance in the amount of the Member's gross annual base salary or \$75,000, whichever is higher.

22.5 Prepaid Legal Services. The City will maintain the prepaid legal service coverage for all Members, with the City paying all premiums.

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

22.7 Member Premium. Members will pay fifteen percent (15%) of the cost of all insurance set forth in Sections 22.1, 22.2, 22.3, and 22.4 of this Article. Premium amounts shall be paid the first and second pay periods of each month for a total of twenty-four (24) pays per year. These amounts paid by Member will be reduced from the Member's gross wages for tax purposes.

22.8 High Deductible Plan Funding. The City will fund any High Deductible Plan annually at eighty percent (80%).

22.9 Members Declining Health Insurance, Major Medical and Hospitalization.

Members electing to decline health insurance coverage (as established in Section 22.1) for the following calendar year, shall receive the following payment in December of that calendar year:

- A. Members eligible for family coverage but declining all coverage -- \$2,300.00
- B. Members eligible for family coverage but accepting single coverage -- \$1,300.00
- C. Members eligible for single coverage but declining all coverage -- \$1,300.00
- D. Elections to decline coverage shall be made [during open enrollment for the following calendar year].
- E. Members whose spouse is eligible for health insurance and takes the plan provided by the City, shall not qualify for the payment.

It is the City's intent to offer a HDHP only for the duration of this agreement. However, if during the term of this Agreement, the City makes available a new or additional health insurance option to any group of City employees, the Members shall have the option of enrolling in such Plan in lieu of any other health insurance provided by the City, on the same terms and conditions applicable to the City employees enrolled in such Plan.

**ARTICLE 23
PERSONAL EXPENSES**

23.1 Personal Expenses. The following shall apply as to personal expenses incurred by a Member related to travel, etc. on City business:

- A. Any Member, whenever authorized by the Chief, or designee, to engage in official daily business for/or on behalf of the City will be reimbursed for all expenses

incurred. Such Member shall submit a statement of expenses to the Director of Finance with such supporting data as the Director requires.

- B. This reimbursement for any expenses shall include but not be limited to the pay for the use of private vehicles at the rate allowed by the Internal Revenue Service regulations for reimbursement.
- C. Any Member may request prepayment of any expenses. Such request shall be authorized by the City Administrator and submitted to the Director of Finance for approval with such supporting data as the Director requires within thirty (30) calendar days following the expenditure. Reimbursement shall be made to the Member within thirty (30) calendar days of the Member's request for reimbursement.
- D. Reimbursements other than those included in this Section shall be specifically authorized by Council.

Reimbursements made hereunder shall be treated as required by Internal Revenue Service regulations.

ARTICLE 24 WORKING OUT OF RANK

24.1 Eligibility. A Member who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of rank above that which the Member normally holds, shall receive payment consistent with the higher rank while so acting. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay for the higher rank.

24.2 Payment. A Member who is assigned to a higher rank, consistent with the provisions of this Article will receive the wages of the higher rank for hours worked in the higher rank. Any hours in paid status while on approved leave during said assignment will be paid at the Member's original straight-time rate, except that if a Member serves in a higher rank because of a permanent vacancy in the higher rank or during an absence of an incumbent for four or more work weeks, hours in paid status while on approved leave will be paid at the straight-time rate of the higher rank. The calculation of severance pay or other end of employment pay will be made using a Member's original straight-time rate prior to the Member working out of rank.

ARTICLE 25 MISCELLANEOUS

25.1 Ballot Boxes. The Lodge shall be permitted, with the prior notification to the Chief, to place ballot boxes at Police Headquarters for the purpose of collecting Members' ballots on all Lodge issues subjected to ballots. Such boxes shall be the property of the Lodge and neither the ballot boxes nor the ballot shall be subjected to the City's review.

25.2 Bulletin Boards. The Lodge shall be permitted to maintain the current Lodge bulletin boards at Police Headquarters.

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

25.4 Lodge Officials Roster. The Lodge shall provide to the City an official roster of its Members who are or become Lodge officers and representatives within thirty (30) days of any change. The official roster will include the Member's name and Lodge office held.

25.5 Layoffs. Layoffs and reinstatements from layoffs shall be accomplished pursuant to the procedure provided in the Rules of the Civil Service Commission. Included in the universe of employees in the Division of Police for this purpose shall be all sworn officers.

Pursuant to the Civil Service Commission layoff procedure, any sworn officer that has been bumped to a lower rank, shall be reinstated to a vacancy in the Member's prior rank before any laid off officers shall be reinstated to a position in that rank.

25.6 Purchase of Duty Weapon. Upon a Member's retirement from the Division in good standing, a Member shall be allowed to purchase the Member's duty weapon from the City for a payment of \$1.00.

25.7 Agreement Copies. As soon as possible following the signing of this Agreement, the City will provide each Member, either a copy of this Agreement at the City's expense or make the Agreement available on-line or in electronic form.

ARTICLE 26

TUITION REIMBURSEMENT

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

- A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Chief or the Chief's designee. All courses are subject to approval by the Chief. Courses of instruction eligible for reimbursement under this program shall include courses necessary for job-related degree programs or courses of study not necessarily within a job-related degree program but which are still job-related. All scheduled times of courses must be approved by the Chief. Any situation which, in the discretion of

the Chief, would require a Member's presence on the job shall take complete and final precedence over any time schedule for courses.

- B.** Any financial assistance from any governmental or private agency available to a Member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the Member is eligible for under this Section. If a Member's tuition is fully covered by another governmental or private agency, then the Member is not entitled to payment from the City.
- C.** Reimbursement for tuition shall be made when the Member satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to the Chief of Police. Reimbursement shall be made within sixty (60) calendar days of the date the Member complies with the provisions of this Section.
- D.** Reimbursement for tuition, registration fees, required course materials and books shall be granted up to a maximum of Five Thousand Dollars (\$5,000.00) per calendar year.
- E.** Any Member participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to continue employment with the City for the two (2) years following completion of the Member's course work, or repay any tuition reimbursement received within the last two (2) years prior to separation, except in the case of disability retirement or full service retirement.

ARTICLE 27

FAMILY AND MEDICAL LEAVE

27.1 Family and Medical Leave Act (FMLA) Leave.

Members 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.

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.

27.2 Substituted Paid Leave.

- A.** Accrued sick leave must be substituted for any unpaid FMLA leave taken due to the Member's own serious health condition.

- B. Accrued but unused sick leave, vacation and/or compensatory time may be substituted, at the Member's option, for any otherwise FMLA unpaid leave taken for any reason.

27.3 Insurance Benefits.

During any FMLA leave, the City shall maintain all insurance benefits to which a Member was entitled prior to FMLA leave. Any share of health premiums which had been paid by the Member prior to FMLA leave shall continue to be paid by the Member during the FMLA leave period. If the FMLA leave is substituted paid leave, the Member's share of health premiums shall be due at the same time as it would be made if by payroll deduction. If the Member fails to timely make required health care premium payments, the City shall pay the Member's share of the Member's health care premium payment. As provided by law, the City may recover its share of health plan premiums from the Member if the Member fails to timely make such payments during the unpaid FMLA leave.

27.4 Seniority. During an FMLA leave, a Member shall continue to accrue seniority and continuous service, during paid and unpaid status.

ARTICLE 28 HEALTH AND PHYSICAL FITNESS

28.1 Scope. The City and the Lodge recognize and agree that the maintenance of good health and physical fitness is beneficial for the efficiency and safety of all officers. Therefore, a program has been developed that includes a health and wellness educational component, and encourages acceptable levels of physical fitness.

While the health and physical fitness program is voluntary for all Members, all Members are strongly encouraged to actively participate in the program and improve their level of health and fitness. Those Members who comply with the procedural requirements, satisfactorily complete the testing process and meet or exceed the established fitness standards during a semi-annual fitness evaluation, will be eligible for special recognition and incentives.

28.2 Program Design. Each Member will have two opportunities to participate in the Physical Fitness Testing (PFT) program each year. If a Member chooses to participate, the Member is required to do the following in conjunction with the PFT program.

Upon satisfactory completion of the PFT, if the Member meets or exceeds the established standards for special recognition or incentive, the Physical Fitness Officer will notify the Division of Police that the Member has met the standard.

28.4 Physical Fitness Test (PFT). The Physical Fitness Test will be administered twice a year by a Physical Fitness Officer selected by the City and members shall be given the opportunity to participate in all phases of the PFT while in paid status. The PFT will consist of the following phases:

- A. Flexibility. Flexibility will be determined by using the Sit and Reach Test, which is conducted according to established protocol. Members will be evaluated in this event in accordance with standards set forth in the Physical Fitness Manual.
- B. Upper Body Strength. Upper Body Strength will be determined by a one repetition maximal bench press performed according to established protocol. Members will be evaluated in this event in accordance with the Physical Fitness manual.
- C. Lower Body Strength. Lower Body Strength will be determined by a one repetition leg press performed according to established protocol. Members will be evaluated in this event in accordance with the Physical Fitness manual.
- D. Abdominal Strength and Muscle Endurance. Abdominal Strength and Muscle Endurance will be determined through the performance of sit-ups and push-ups performed according to established protocol. Members will be given one (1) minute to complete the sit-ups and one (1) minute to complete the push-ups. The standard sit-up technique is required for this test: lying flat on back on floor with knees elevated to 90 degree angle, feet flat on floor, arms crossed across chest, rising until arms touch thighs or knees. Members will be evaluated in this event in accordance with the Physical Fitness manual.
- E. Cardio Respiratory Endurance (Aerobic Fitness). Test of aerobic capacity will be determined through the performance of a one and one-half (1½) mile run.

28.5 Confidentiality. This program is designed to educate and encourage Members to maintain good health and physical fitness. All records shall be maintained by the Physical Fitness Officer. Periodic composite information (not traceable to individual Member's performance) concerning the overall health and fitness levels of Members who participate will be provided to the City.

28.6 Incentive Program. Members who satisfactorily complete the program requirements and are rated as either Level I (greater than the 50th percentile in 4 of the 5 non-cardio phases and greater than the 40th percentile in the cardio phase), Level II (greater than 50th percentile in all phases and an overall average score of 50% - 89%) or Level III (greater than 50th percentile in all phases and an overall average score of 90% or greater) Star Award in every phase of the Physical Fitness Test are eligible to participate in the Incentive Program.

The Incentive Program has three (3) components:

- A. Members who are rated as Level I as prescribed, or Level II or Level III in all phases of the PFT will receive incentives as follows:
 - (1) Members who are rated at Level I as defined in this article will receive incentive of four (4) additional hours of straight time pay. The payment under this section shall not be considered as compensation for hours worked, production or efficiency for purpose of overtime calculations.

- (2) Members who are rated at Level II in all phases of the PFT will receive incentive of eight (8) additional hours of straight time pay. The payment under this section shall not be considered as compensation for hours worked, production or efficiency for purpose of overtime calculations.
- (3) Members who are rated at Level III in all phases of the PFT will receive incentive of sixteen (16) additional hours of straight time pay. The payment under this section shall not be considered as compensation for hours worked, production or efficiency for purpose of overtime calculations.
- (4) Members are eligible to receive only the incentives set forth in (1), (2) or (3) above, as applicable, but not multiple awards. Members attempting the PFT in the spring may attempt a second qualification in the fall. If the member qualifies at a higher level in the fall, they will receive the difference in incentive from the spring to the fall qualification.
- (5) Members must re-qualify for incentives each year, meeting Level I, Level II or Level III standards in all phases.

B. Incentive Recognition Awards. Members who are rated as Level II or Level III in all phases of the PFT will be eligible to receive and wear the following awards:

- (1) Members who are rated at least Level II in each phase of the PFT will receive the Physical Fitness Award Uniform Ribbon.
- (2) Members who are rated at least Level III in each phases of the PFT will receive a Physical Fitness Award Ribbon with a Star, to denote superior fitness levels.
- (3) Members receiving the incentive awards set forth in (2) and (3) above shall be eligible to wear said awards until the Member fails to meet Level II or III standards in all phases during the PFT in the following year.

ARTICLE 29

SUBSTANCE ABUSE AND TESTING

29.1 Purpose. The City and the Lodge recognize that the ability of a member to properly perform his or her duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive members of the Division of Police, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation, or discipline, it is the purpose of this Article to provide a

method for responding to the risks presented by the presence of substance abuse in the workplace by:

- A. Dealing with incidents of substance abuse which present a reasonable likelihood of risk to members, the general public or other employees of the City;
- B. Providing assistance to a member with drug or alcohol dependency problems; and
- C. Disciplining a member whose satisfactory work performance is adversely affected by substance abuse.

29.2 Responsibility. Although it is the responsibility of every member to be alert to potential incidents of substance abuse in the workplace, it is the primary responsibility of supervisors to initially respond to such incidents, particularly where circumstances are reasonably felt to pose a reasonable likelihood of risk to the public safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate immediate risks associated with any incident of potential substance abuse.

29.3 Definitions. The following definitions shall govern this Article:

- A. "Under the influence" means that the member is or would be adversely affected in the satisfactory performance of his or her duties by any illegal drug or alcohol, or the combination of any illegal drug and alcohol.
- B. "Legal drug" means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.
- C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained; and (3) prescribed drugs not being used for prescribed purpose. Illegal drug includes, without limitation, cannabis, cannabis derivatives, and cannabinoids.
- D. "Reasonable belief" is an articulated belief that a member is using illegal drugs or misusing alcohol such that the member's satisfactory work performance is or would be adversely affected by the presence of alcohol or illegal drugs. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the member, and reasonable inferences therefrom. Reasonable belief may be based upon a member's slurred speech, odor, disorientation, abnormal appearance, conduct or behavior, or other observable cause.

29.4 Prohibited Conduct. For purposes of this Article, a member shall not, while performing his or her duties for the City, or while in a City facility or vehicle, or while in uniform:

- A. Report to duty, remain on duty, or perform his/her duties under the influence of alcohol;

- B. Report to duty, remain on duty or perform his/her duties while being under the influence of any illegal drug, or while using any legal drug be impaired to the point that he or she cannot satisfactorily perform his or her assigned duties; or
- C. Unlawfully use, sell, purchase, transfer or possess alcohol or an illegal drug.

29.5 Reasonable Belief Testing. A member shall be tested for alcohol or illegal drug use where a trained supervisor has reasonable belief that the member's satisfactory work performance is adversely affected by the presence of alcohol or illegal drugs in the member's body in violation of

29.4. Prohibited Conduct.

Where a member has been ordered to undergo reasonable belief testing, he or she shall be placed on administrative leave pending receipt of the test results. If the test results are negative, the member shall be returned to their assigned duties. If the tests results are positive the member will be placed on sick leave and begin the provisions of 29.13. Discipline/Rehabilitation Options. If a member exhausts their sick leave bank; vacation, comp time, and holiday leave may be used. Should all leave banks be exhausted the member shall not lose seniority.

29.6 Random Testing. Every member shall submit to random testing as directed by the City. All such tests will be unannounced and performed at reasonable intervals throughout the workday, workweek and year. Whenever a member is randomly selected to be tested, he/she will be notified of their selection and instructed to immediately report to the collection site. A member who refuses to submit to a test will be subject to discipline, up to and including discharge.

The annual number of such random tests shall not exceed 50% of the number of members covered by this Agreement as of January 1 of any given year. The City shall contract with an outside vendor who shall select members for random testing using a scientifically valid method from an updated list of all members supplied by the City.

29.7 Post-Accident. Members shall be subject to a drug and alcohol test when involved in an accident which results in more than \$1000 worth of property damage or for which there is a reasonable belief that drugs or alcohol contributed to the accident.

29.8 Order to Submit to Testing. A member's refusal or failure, when ordered, to timely submit to testing permitted under this Article may subject a member to discipline, including discharge. By taking a test, a member does not waive any objection or challenge he or she may possess. Within twenty-four (24) hours of the time the member is ordered to submit to a test, the City shall provide the member with a written notice setting forth the information and observations which form the basis of the order.

29.9 Testing Determination – Reasonable Suspicion. Upon determining that a member must submit to a reasonable belief test or an unannounced test under **29.7. Order to Submit to Testing**, for alcohol or illegal drug usage, the supervisor shall give the member an opportunity, prior to the test, to request the presence of, or to seek the advice from a Lodge Representative. The member and the Lodge Representative, if available, shall be given an opportunity to communicate any

information or other explanation relevant to the circumstances to the supervisor. The supervisor shall then determine, after considering all of the circumstances, whether the test shall be administered. The unavailability of a Lodge Representative shall not prohibit the City from requiring the member to submit to a reasonable belief test. If the supervisor determines that a test shall be given, testing shall be made immediately after discussion with the member and the Lodge Representative, if available, but no more than one hundred and twenty (120) minutes after the reasonable belief determination has been made, whichever is sooner. The Lodge Representative, if available, may accompany the member to and be present with the member at the collection site.

The fact that a member may have been taking a legal drug shall not preclude the administration of a drug test if the supervisor has reasonable belief to believe that the member's satisfactory work performance has been adversely affected by the presence of such a legal drug; provided, however, that the ultimate disposition of the matter shall take such fact into consideration.

29.10 Testing Determination – Random Testing. Upon determining that a member must submit to a random test under **29.6. Random Testing** for alcohol or illegal drug usage, the supervisor shall give the member an opportunity, prior to the test, to request the presence of, or to seek the advice from a Lodge Representative. The unavailability of a Lodge Representative shall not prohibit the City from requiring the member to submit to a reasonable belief test. The Lodge Representative, if available, may accompany the member to and be present with the member at the collection site.

If a member selected for random testing is on vacation, temporary layoff, medical leave or otherwise not at work, the member must be referred for a random test upon his/her return to work. The City will not skip or select an alternate in the event a selected member is unavailable for testing on any particular day during the random selection period.

29.11 Collection Site/Laboratory.

- A. Both the collection site and laboratory performing testing under this Article shall be mutually selected by the City and the Lodge and shall be certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as said Guidelines are in effect on January 1, 2005.
- B. The City, the collection site, and the laboratory shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall be provided in writing to the member subject to testing and, upon request, to the Lodge Representative.
- C. For drug testing, the City, the collection site, and the laboratory shall follow the procedures set forth in 49 CFR Part 40, as said procedures are in effect on January 1, 2015, including an evidentiary chain of custody and control and split sample collection and testing. The collection site is responsible for maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted at the collection site and shall be conducted by a technician trained in such testing. Appropriate records of such testing shall be maintained by the

collection site for review by the member and/or Lodge Representative. The breath testing device shall meet standards commonly used in the private sector for such testing. No other requirements or limitations set forth in 49 CFR Part 40 shall be controlling on the City, collection site, or the laboratory including without limitation on the types of illegal drugs that may be tested for, other than the testing procedures, including evidentiary chain of custody and control and split sample specimen collection and transfer.

- D. The City shall pay all costs associated with testing, except that any cost for testing of a split sample is the responsibility of the member.

29.12 Testing Procedure.

- A. For alcohol testing, the member shall be first given a breath test, at the collection site, followed by a confirmatory urine test only where the breath test reveals an initial positive alcohol level of .04 grams per 210 l. of breath. If the initial breath test results are below this level, testing shall be discontinued; if confirmatory urine tests results are below a level equivalent to .04 grams per 210 l. of breath, the confirmatory test shall be considered negative.
- B. For drug testing, urine samples shall be provided.
- C. Individual privacy shall be afforded to a member in the collection of urine samples, provided that the collection site may impose stringent specimen alteration and/or substitution procedures.
- D. With regard to drug testing, where the member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers at the collection site. In the presence of the member at the testing site, and without ever leaving his or her sight, each urine sample taken shall be placed in two sterile screw-capped, self-sealed, tamper-resistant urine collection containers which shall be each sealed and labeled and then initialed by the member. The samples shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The sample within the second container shall be stored at the test collection site.

The laboratory shall commence testing of the sample within the first container only if the sample is received in an undamaged condition, properly sealed and labeled, and properly initialed by the member. The certified laboratory shall first conduct an initial screening of this sample. If the test results from the screening are negative, the chief will be so advised and the testing procedure will be concluded. If illegal drugs or alcohol are found in the sample as a result of the screening, then that sample shall be submitted for confirmatory testing. The initial screening shall be accomplished by means of Thin Layer Chromatography (TLC) or equally reliable testing methods, and the confirmatory test shall be accomplished by means of Gas Chromatography/Mass Spectrometry (GS/MS). If the test results from the confirmatory test are negative, the City will be so advised and the testing procedure

will be concluded. If, as a result of the initial screening and confirmatory test, the test result is positive, the member will be contacted directly by a Medical Review Officer (M.R.O.) and will be given the opportunity to explain the reasons for a positive test result. Should the member offer an explanation that in the judgment of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative and the City will be so advised and the testing procedure will be concluded.

- E. With regard to drug tests, if the test results are positive, and the member has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the results negative, Human Resources Coordinator shall be notified and the Human Resources Coordinator shall in turn contact the member and the Chief. The City will provide members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the member's choosing, at the member's own expense, providing the member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement. If the member does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the member requests the testing of the sample within the second container and it is also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.
- F. The City shall provide each member tested with a copy of all information and reports from the collection site and laboratory in connection with the testing and results.
- G. The M.R.O. shall maintain his or her office in Franklin County, Ohio or an adjoining County.

29.13 Voluntary Request for Assistance. A member may voluntarily enter treatment without a requirement of prior testing. A member who voluntarily seeks assistance for a substance abuse problem before being required to submit to a random, unannounced, or reasonable belief test shall not be subject to discipline but the member shall comply with **29.14 Referral to Treatment.**

29.14 Discipline/Rehabilitation Options. Where a member has been ordered to undergo testing and the test results are positive as specified in **29.12. Voluntary Request for Assistance**, the City may, depending upon individual circumstances, discipline the member and/or offer the member the opportunity for rehabilitation (treatment). Any discipline shall be for just cause and shall take into account all facts and circumstances, including the member's desire for and/or progress in treatment, and the member's work record.

With the exception of a positive test for use of a controlled substance, the use or possession of which in any amount would constitute a felony, and notwithstanding the above paragraph, any discipline to be imposed for a first violation of **29.4. Prohibited Conduct** shall be held in abeyance pending completion by the member of a treatment program and mandatory random drug testing

for a period of thirty-six (36) months. If the member successfully completes a treatment program, random drug testing, and is not further disciplined for substance abuse for thirty-six (36) months following the date upon which the member was tested, the discipline shall be withdrawn and the initial charge dismissed. However, a member may be disciplined for any misconduct which may be coincident with a member's violation of **29.4. Prohibited Conduct**.

A member serving his or her initial probationary period may be discharged, without referral to a treatment program, at the sole discretion of the City.

29.15 Referral to Treatment. Where the member seeks or is offered the option for treatment under **29.12. Voluntary Request for Assistance** or **29.13. Discipline/Rehabilitation Options**, and the member accepts this referral, the member must:

- A. Agree to cooperate in and successfully complete appropriate treatment as determined by the substance abuse professional(s) or physician(s) involved;
- B. Discontinue use of illegal drugs or misuse of legal drugs or alcohol;
- C. Agree to authorize persons involved in counseling, diagnosis and treating the member to disclose to the City the member's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment, and any threat to property or safety perceived in connection with the member's continued performance of his or her job duties;
- D. Complete any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and,
- E. Agree to submit to unannounced testing during treatment and up to six (6) times during the eighteen (18) month period following the date upon which the member was tested.

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

29.16 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 agreement is grievable. Any evidence concerning test results which is obtained either in violation of the standards contained in this Article, or in violation of the procedures required by this Article shall not be used to support disciplinary action involving the member.

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

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

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

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

ARTICLE 30 DURATION OF AGREEMENT

30.1 Duration. All provisions of this Agreement become effective upon ratification, unless otherwise specified in this Agreement, and shall continue in force and effect until midnight December 31, 2024.

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

Signatures.

30.3. Signed and dated at Grove City, Ohio on this _____ day of _____, 2022 by
the authorized representatives of the City and the Lodge.

FOR THE CITY:

FOR THE LODGE:

Richard Ike Stage
Mayor, City of Grove City

Keith Ferrell, President,
Capital City Lodge No. 9

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

Brian Toth Lodge Liaison

Christopher Pfeiffer, Team Member

Approved as to form:

Carrie Rose, Team Member

Stephen J. Smith
Law Director

Shannon Wilhelm, Team Member

Eric Parker, Team Member

Marcus Petty, Team Member

Joshua Smith, Team Member

Jason Stern, Team Member

Ronald Snyder, Lodge Attorney

Date: 02/01/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Sponsor: Mr. Holt
Emergency: 30 Days: X
Current Expense:

No.: C-08-22
1st Reading: 02/07/22
Public Notice: 02/08/22
2nd Reading: 02/22/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-08-22

AN ORDINANCE TO APPROPRIATE \$2,550,000 FROM THE PINNACLE TAX INCREMENT FINANCING FUND FOR THE CURRENT EXPENSE OF IMPROVEMENTS TO WHITE ROAD, STATE ROUTE 104, AND PARK IMPROVEMENTS

WHEREAS, on July 20, 2020, City Council adopted Ordinance No. C-27-20, approving a Pre-Annexation and Development Agreement for 76 $\pm$ acres of land abutting the Pinnacle Golf Club Community;

WHEREAS, as part of the Agreement, the city committed to funding certain public infrastructure improvements to White Road, State Route 104, and park improvements;

WHEREAS, in furtherance of the Economic Development Plan, and pursuant to Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 and Ordinance No. C-86-04, adopted by Council on September 20, 2004, (the "TIF Ordinance"), the City created three incentive districts and provided for the making of service payments in lieu of taxes by the owners thereof (the "TIF Revenue");

WHEREAS, this Council, for and on behalf of the Pinnacle TIF Development Area, desires to fund and complete certain public infrastructure improvements for White Road, State Route 104, and park improvements contained in Ordinance C-27-20.

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

SECTION 1. Council hereby determines that the public infrastructure improvements for White Road and State Route 104 contained in Ordinance C-27-20 will directly benefit the parcels located in the Pinnacle Tax Increment Financing Development Area.

SECTION 2. There is hereby appropriated \$2,550,000 from the unappropriated monies of the Pinnacle TIF Fund to account number 203000.578000 for current expense of funding and completing certain public infrastructure improvements for White Road, State Route 104, and park improvements contained in Ordinance C-27-20.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor