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AGENDA

Regular Council Meeting

7:00 PM February 27, 2023

Council Members:

Omar Tarazi

Cynthia Vermillion

Les Carrier

Tina Cottone

Peggy Hale

Pete Marsh

Andy Teater

President

Vice President

Michelle Crandall, City Manager

Diane (Dee) Werbrich, Clerk of Council

City Hall, Council Chambers • 3800 Municipal Way, Hilliard, OH 43026



Hilliard City Council established the following five broad Strategic Focus Areas to guide the vision of the City. Under each of these Focus Areas is one significant goal to be prioritized during 2021-2022.

Strategic Focus Area #1 – Excellent, Innovative City Services

- Goal Statement – The City will ensure continued delivery of excellent and innovative services in the years ahead by developing a long-term financial plan focusing on fiscal resilience and sustainability.

Strategic Focus Area #2 – Family-friendly, Engaged Community

- Goal Statement – The City will focus on transparency, public trust and resident involvement by developing and implementing a community engagement and communications plan.

Strategic Focus Area #3 – Distinct, Well-Planned Community

- Goal Statement – The City is committed to implementing a strategy that includes public infrastructure maintenance and delivery of City services that support residents as they maintain properties in our older neighborhoods.

Strategic Focus Area #4 – Quality Commercial Development

- Goal Statement – The City will create and implement an economic development plan focused on the attraction, retention, growth and creation of businesses and jobs that provide a strong tax base and quality development.

Strategic Focus Area #5 – Valued Cultural and Recreational Amenities & Programs

- Goal Statement – The City will meet the community's needs for indoor recreational, health and wellness amenities and programming by engaging strategic partners to plan and build a new community center.



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City Council

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Regular Meeting Agenda
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I. Call to Order

II. Invocation and Pledge of Allegiance

Invocation – Father Brown – St. Brendan’s Catholic Church

The Pledge of Allegiance to the Flag of the United States of America – Mr. Marsh

III. Roll Call

IV. Approval of Minutes

- A. February 13, 2023, Special Executive Session
- B. February 13, 2023, Regular Meeting

V. Commission and Board Reports

Board of Zoning Appeals	Peggy Hale
Destination Hilliard	Cynthia Vermillion
Environmental Sustainability Commission	Pete Marsh
MORPC	City Manager Crandall
Planning & Zoning Commission	Peggy Hale
Public Arts Commission	Omar Tarazi
Recreation and Parks Advisory Commission	Les Carrier/Andy Teater
Shade Tree Commission	Andy Teater
Aging in Place Committee	Tina Cottone
Other Boards/Commissions	President and Vice President

VI. Recognition and Special Guests

- A. Proclamation – Dr. Tabung

VII. Changes to the Agenda

VIII. Consent Agenda

23-R-08	APPROVING RE-APPOINTMENTS TO THE RECREATION AND PARKS ADVISORY COMMITTEE.
23-R-09	RE-APPOINTING MEMBERS TO THE BOARD OF TRUSTEES OF THE ALTON PLACE COMMUNITY AUTHORITY.
23-R-10	ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE TARLTON MEADOWS WEST SUBDIVISION, SECTION 4, PHASE 1.
23-R-11	ACCEPTING SANITARY SEWER PUBLIC IMPROVEMENTS FOR THE COURTYARDS AT CARR FARMS, SECTIONS 2 AND 5 SUBDIVISION.

IX. Public Comments (Items not on the Agenda)

Public Notice: Any member of the public addressing Council on items not on this agenda are asked to sign in so the minutes can reflect the correct information. Each speaker will contain their comments to **3 minutes** and shall conduct themselves in a professional manner.



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X. Business of Council

A. Ordinances

Second Readings/Public Hearings

Public Notice: Any member of the public addressing Council on the Public Hearing below are asked to sign the speaker's sign-in form so the Clerk will have accurate information about your name and address. Each speaker will contain their comments to **3 minutes** and shall conduct themselves in a professional manner.

- | | |
|-------|---|
| 23-02 | AUTHORIZING THE CITY TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9; AND APPROPRIATING FUNDS. |
| 23-03 | AMENDING SECTION 339.02 AND EXHIBIT A TO CHAPTER 190 OF THE CITY'S CODIFIED ORDINANCES REGARDING OVERWEIGHT/OVERSIZE VEHICLES. |

First Readings

B. Resolutions

- | | |
|---------|---|
| 23-R-12 | APPROVING GMP #2 FOR THE RECREATION AND WELLNESS CAMPUS AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS TO APPROVE GMP #2. |
| 23-R-13 | APPROVING CHANGES TO THE ANSMIL PLANNED UNIT DEVELOPMENT ("PUD") PLAN AND TEXT TO AMEND THE NUMBER AND TYPE OF RESIDENTIAL UNITS AND TO MODIFY EXTERIOR BUILDING MATERIAL STANDARDS FOR SUBAREA E1. |
| 23-R-14 | ACCEPTING A CONSERVATION EASEMENT FROM CLOP HILLIARD OH LLC. |
| 23-R-15 | AUTHORIZING A LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC AND AUTHORIZING AN EXPENDITURE. |
| 23-R-16 | AUTHORIZING THE PURCHASE OF POLICE VEHICLES AND AUTHORIZING AN EXPENDITURE OF FUNDS. |

XI. President's Communication

XII. Staff Reports - None

XIII. City Manager Updates

XIV. Items for Council Discussion

Adjournment



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CITY COUNCIL

February 13, 2023 Special Executive Session Minutes

CALL TO ORDER

The meeting was called to order by President Omar Tarazi at 5:00 PM.

ROLL CALL

Attendee Name:	Title:	Status:
Omar Tarazi	President	Present
Cynthia Vermillion	Vice President	Present
Les Carrier	Councilman	Present
Tina Cottone	Councilwoman	Present
Peggy Hale	Councilwoman	Present
Pete Marsh	Councilman	Present
Andy Teater	Councilman	Present

Staff Members Present: City Manager Michelle Crandall, Law Director Phil Hartmann, Assistant City Manager Dan Ralley, Chief People Person/HR Director Colleen Lemmon, Community Relations Director David Ball, IT Director Duane Powell, Police Chief Mike Woods and Clerk of Council Diane Werbrich

Vice President Vermillion, seconded by Mr. Teater, moved to recess to Executive Session for matters pertaining to discussion on the employment, dismissal, discipline, and/or demotion of public employees and reviewing negotiations of a bargaining session (Charter Section 2.10(1)(a)&(d))

MOVER: Cynthia Vermillion
SECONDER: Andy Teater
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

EXECUTIVE SESSION

Council recessed to Executive Session at 5:01 PM.

Ms. Hale, seconded by Mr. Teater, moved to end the Executive Session.

MOVER: Peggy Hale
SECONDER: Andy Teater
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

President Tarazi reconvened the Special/Executive Session meeting at 6:23 PM.

ITEMS FOR COUNCIL DISCUSSION - None

Ms. Vermillion, seconded by Ms. Cottone, moved to adjourn the meeting by Voice Vote.

MOVER: Cynthia Vermillion
SECONDER: Tina Cottone
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

ADJOURNMENT – 6:23 PM

Omar Tarazi, President
City Council

Diane Werbrich, MMC
Clerk of Council

Minutes Acceptance: Minutes of Feb 13, 2023 5:00 PM (Approval of Minutes)



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CITY COUNCIL

February 13, 2023 **Regular Meeting Minutes**

CALL TO ORDER

The meeting was called to order by President Omar Tarazi at 7:09 PM.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation - Pastor Steven Putka, Amlin United Methodist

The Pledge of Allegiance to the Flag of the United States of America - Ms. Hale

ROLL CALL

Attendee Name:	Title:	Status:
Omar Tarazi	President	Present
Cynthia Vermillion	Vice President	Present
Les Carrier	Councilman	Present
Tina Cottone	Councilwoman	Present
Peggy Hale	Councilwoman	Present
Pete Marsh	Councilman	Present
Andy Teater	Councilman	Present

Staff Members Present: City Manager Michelle Crandall, Law Director Phil Hartmann, Assistant City Manager Dan Ralley, Police Chief Mike Woods, City Engineer Clark Rausch, City Planner John Talentino, IT Director Duane Powell, Chief People Person/HR Director Colleen Lemmon, Transportation and Mobility Director Letty Schamp, Community Relations Director David Ball, Recreation and Parks Director Ed Merritt, Staff Attorney Kelly Clodfelder and Clerk of Council Diane Werbrich.

Others Present: Tom Wichert and Rich Studenic, Wichert Insurance

APPROVAL OF MINUTES

President Tarazi asked if there were any changes to the January 23, 2023, Special/Executive Session or Regular meeting minutes. Hearing none, the minutes were approved as submitted.

STATUS:	Accepted
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

COMMISSION AND BOARD REPORTS

Board of Zoning Appeals - Ms. Hale reported the Board meets this week.

Destination Hilliard - Vice President Vermillion reminded everyone that the first Sweet Treat Trail begins this week and goes through the end of March 2023.

Environmental Sustainability Commission - Mr. Marsh reported staff sent out their newest 4,000 pounds of Styrofoam that was collected recently. He noted they are ahead of last year's schedule with over 3,000 pounds of food waste collected.

MORPC- No report.

Planning & Zoning - Ms. Hale stated the Commission met last week and the Homestead Development by the library was approved that they change their non-age restricted residential dwellings from 500 to 788 to permit a development of 288 multi-family dwelling units on 15.04 acres. In exchange, they



reduced the age restricted housing by the same amount with the density remaining the same. She reported the Commission voted to split the lot next to water tower off of Leap Road, which is in the R-2 District

Public Arts Commission - President Tarazi reported a new mural will be before Council this evening.

Rec & Parks Advisory Commission - Mr. Carrier stated the Commission met last week and Mr. Merritt gave an overview on field space and community center

Shade Tree Commission - No report.

Aging in Place Committee - Ms. Cottone announced the Committee is working through the results of the community surveys and have a meeting scheduled next week.

Other Boards/Commissions - No report.

RECOGNITION AND SPECIAL GUESTS

A. President Tarazi introduced Ohio Representative Dr. Anita Somani.

B. President Tarazi read the following proclamation - Black History Month. Mr. Deryck Richardson provided inspirational quotes in celebration of Black History Month.

C. Bee Bubbly Mural Application

President Tarazi stated a mural application was received from Bee Bubbly for consideration. The Public Arts Commission approved it, but staff feels the bee design in the mural is too close to the bees in the business logo. Ms. Crandall reported that Mr. Talentino looked at this and would consider it a sign under the City's Sign Code. Staff is requesting the graphic artist take another look at this and change the bees in this sign so that whatever goes in the sign would not look similar to their logo.

Mr. Carrier asked if Council is voting on whether to keep the mural as is or take the bees out of it. Ms. Crandall replied that taking the bees out could be an option or they could add another insect or change the bees enough so that they do not reflect the logo. She noted this opens the door for a lot of other businesses that may want signage on the side of their building to come back with a piece of art that closely reflects their logo and is why staff is taking a pause on this one to look at it more closely. Ms. Crandall stated that internally staff has discussed the Planning Director looking at any murals that come through before they go to the PAC so they could have a staff recommendation before their review.

Vice President Vermillion asked how much of a change to this mural is staff suggesting. Ms. Crandall replied that they should look at alternatives and bring back different options to look at. President Tarazi remarked that he personally looked at it as if the Bee Bubbly changed or became a different thing, would it still be appropriate in the environment and to him, it would and he does not have a problem as it is because there is already Pizzatopia and a few other things in Old Hilliard. Ms. Crandall replied that the difference with those is they do not have the business logo or resemblance of their logo in the art.

Ms. Hale reported Code Section 1129.16 states language, mottos, graphics, pictures or anything that resembles the structure that it is on as far as advertising is not permitted. She asked if Council's decision should be made according to the City's ordinances or based on something else. President Tarazi asked how different is different and asked Council their opinion. Ms. Cottone stated the bees have to go. Mr. Marsh felt that it would be more fun if more signs looked like this and he would like art that was allowed to be similar to the sign but added if the ordinances say it cannot be, then it would have to be changed.

The owner, Yasir Suleiman, stated they are open to ideas and willing to work with it. Ms. Crandall asked if they would be willing to remove the bees and put something else in their place. Mr. Suleiman restated they are willing to work with it but want it to go with their design. He noted the building owner did not approve a permanent mural and they are trying to have something that can be changed and a removeable outside board. They are willing to work with other stuff but are wanting to change it every now and then with proper approval. Ms. Hale stated that according to the City ordinances, it cannot look



like an advertisement and cannot technically look like it is for their business is what she understands. Ms. Crandall explained that the reason it is in the Code is because the City does not want individuals to bring art forward just to advertise their business. She added if this is really supposed to be a work of art and something interesting on the side of this building, then removing the bees and putting something in their place would be the best step. Ms. Crandall stated there is no question that this is an advertisement because it is a piece of graphic art.

Mr. Carrier asked if they could get a variance on the bees through the Board of Zoning Appeals (BZA). President Tarazi stated Council can vote to approve it as is or to deny it. Ms. Crandall replied it is staff's recommendation that the owner bring back some modifications. She noted Council does not have to make any decision tonight and can look at something else that would come forward, then make a decision.

Mr. Teater, inaudible. Mr. Carrier commented that he would leave the bees like they are. President Tarazi stated it appears the majority of Council wants the mural tweaked a bit.

CHANGES TO THE AGENDA - NONE

Mr. Carrier stated he believes Council needs to address the press release that went out or make a statement as to where we are. Mr. Carrier moved to add this to the agenda. No one seconded the motion and the motion was not considered. President Tarazi stated this could be discussed under Council Discussion. Vice President Vermillion said that she does not know anything more than what was in the press release and is unsure if anything more could be added. President Tarazi stated to the degree that anyone wants to discuss something, Council can either discuss it now or later. He noted if there is not enough votes to add it to the agenda, then Council can discuss it later under Items for Council Discussion.

CONSENT AGENDA - None

PUBLIC COMMENTS (ITEMS NOT ON THE AGENDA)

Mr. Ashley Hoyer, 925 Darby Creek Drive, Galloway Ohio, Chair of the Big Darby Accord Advisory Panel, spoke regarding language in a piece of legislation on the agenda this evening. He stated that in particular the open space calculations because the plan is not complete, the number of buildings, future build out and no open space map was provided in the packet. The total amount of building would show the amount of impervious surfaces, which is a direct relation to the volume of storm water runoff. Storm water runoff is the major threat to the tributaries and the Big Darby Creek. Mr. Hoyer asked that the Panel be kept informed of such data so they can calculate the necessary piece of the puzzle. He stated another issue along with the lack Equivalent Residential Units (ERUs), the City does not reference the entire parcel only having 140 total taps left, which are the City's last remaining sewer taps allotted when they agreed and signed the Big Darby Accord. Mr. Hoyer added the City stated, for this application, they did not know the ERUs because they did not know the full build out, however, it was pointed out in previous applications involving commercial, for example the Square at Latham Park that they detailed their commercial ERUs at 30 for this project. He asked the City to inform the Panel of the ERUs for this project. Mr. Hoyer stated the next issue is the Panel's recommendation of using pervious surfaces for the bike paths should be reconsidered because the more that is made pervious, the better quality run off, the better water quality that runs into the Clover Groff and eventually into the Big Darby Creek is important. Mr. Hoyer stated the last issue is the Panel's recommendation of utilizing above ground storm water controls to treat storm water and provide habitat should be worked on here. Storm water controls should ensure that the water temperatures are reduced before entering the stream system.

BUSINESS OF COUNCIL

A. Ordinances

SECOND READINGS/PUBLIC HEARINGS - None

FIRST READINGS

23-02 AUTHORIZING THE CITY TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9; AND APPROPRIATING FUNDS.

Ms. Lemmon stated this legislation approves the Collective Bargaining Agreement (CBA) with the Fraternal Order of Police (FOP). She reported on January 19, 2023, the City and the FOP reached a tentative agreement. The outline of the economic highlights and the proposed agreement are in the meeting packet. The contract term is three years starting January 1, 2023, through December 31, 2025. The financial change highlights are: wages, holidays, personal days and shift differential. In addition, this is a request for an appropriation of funds because they did not include any increases in the Operating budget due to being in the midst of negotiations. The appropriation request is \$285,511.98, which will be put in Fund 101, Object 107, to fund the personnel costs due to reaching a tentative agreement.

Mr. Carrier asked Chief Woods if this contract will allow him to continue to recruit the best and the brightest to keep everyone safe. Chief Woods agreed and said that this will keep the City in the top five of municipal agencies in Central Ohio. He noted the City is competing for the same people and this puts HPD in a good position to recruit. President Tarazi asked if that is the top five in Central Ohio. Chief Woods agreed and said that is who HPD is competing against most often.

Vice President Vermillion stated she read that lieutenants have to live within 40 minutes to get a City car and wanted to ensure the City enforces that. She asked if any lieutenant lives more than 40 minutes away. Ms. Lemmon replied currently there are two lieutenants and this requirement is due to response time and is enforced. She reported neither of the two lieutenants live outside the 40 minute radius and are required to notify the City when they move to ensure they are within 40 minutes.

Vice President Vermillion asked the following questions:

What percentage of officers are at each pay step. Ms. Lemmon replied there are 49 officers in sub-B step, which is approximately 8 percent in this step. Currently there is no one in step 1, in step 2 there is 14 percent, step 3 there is 6 percent and step 4, which is the bulk of the City's officers, there is 71 percent. There are 9 sergeants and only 1 sergeant is in step 1 and the remaining 8 are in step 2. One lieutenant is in step 1 and the other is in step 2.

Is there typically a lot of overtime. Chief Woods replied overtime is part of policing business. Late calls for service and the agency is large enough to provide good service throughout the community but do have to pay overtime for training and they will backfill training positions or if there is an extended sick leave. He stated they do use overtime but try to use it the best they can and minimizing it where they can, but it is part of doing business.

How often do officers work out of rank. Ms. Lemmon replied in 2022 there were 19 occurrences that someone worked out of rank and that would be the average of what they expect every year.

How much is the initial civilian clothing allowance. Ms. Lemmon replied the initial allowance is \$1,000.00, however it is stated in the contract that if someone starts later in the year it is reduced. For example, if someone starts between July and September, the allowance is reduced by half and if someone starts in October through December, they do not get an allowance for that year.

How often does an officer carry their personal weapon. Chief Woods replied that there are several times while on duty that an officer can carry a personally owned rifle and noted the City has a rifle owned program. The agency has some rifles, but do not have one for everyone, so an officer can purchase only equipment they allow them to have and then have to qualify with that weapon to be able to carry it on duty. He noted an officer can carry a personal side arm as a backup weapon and off duty officers can



carry a personal firearm. He added that any firearm an officer carries on duty or off duty, has to be inspected, be on the approved list and the officer has to qualify with that firearm annually.

Are there any officers that go on military leave. Ms. Lemmon replied currently there are eight officers eligible for military leave and out of those eight, there are five that have taken military leave. She added typically out of those eight, there is one that will have a long-term tour.

What is the annual service credit. Ms. Lemmon replied a service credit is standard in local government and is similar to longevity pay. It typically starts after an employee has been working for the City for a few years and is in line with what is done for non-union employees and gets paid out annually.

STATUS: First Reading
MOVER: Les Carrier
SECONDER: Cynthia Vermillion
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater
 The second reading/public hearing for Ordinance 23-02 will be held February 27, 2023.

23-03 AMENDING SECTION 339.02 AND EXHIBIT A TO CHAPTER 190 OF THE CITY'S CODIFIED ORDINANCES REGARDING OVERWEIGHT/OVERSIZE VEHICLES.

Ms. Clodfelder explained that the changes in the two exhibits is a result of a discussion and collaboration between the Divisions of Police, Community Development and the Law Department. She noted there has been an increase in the number of overweight and oversized vehicles in the City and there was discussion on what the requirement is for them to be in the City, what does the section look like and what can the City require. In doing this, they realized this section has not been updated since the original code in 1980. They reviewed other jurisdictions and requirements of the Ohio Revised Code (ORC) and Franklin County, which led to the changes before Council this evening. In addition to the changes in the body and substance, there are changes to the fees because of the additional staff time that is needed to review the permits. She added that when these vehicles go through the City and in order to not take officers off patrol duty, the position is posted for special duty and is clarified in Exhibit B of the ordinance.

Mr. Carrier stated one of the things listed is the insurance for a Permit E for local streets for their weight and noted \$500,000 in property damage and liability will not cover a lot of pavement. Has there been any thought on what the real cost might be with a seriously overweight vehicle and whether that is the appropriate coverage amount. Ms. Clodfelder replied that the numbers were reviewed by Mr. Rausch and Ms. Schamp and by also reviewing the requirements of the ORC and Franklin County and this mirrors those. Staff is comfortable that the numbers because it is in line with other jurisdictions.

STATUS: First Reading
MOVER: Pete Marsh
SECONDER: Peggy Hale
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater
 The second reading/public hearing for Ordinance 23-03 will be held February 27, 2023.

B. Resolutions

23-R-06 MODIFICATION OF A PUD CONCEPT PLAN FOR THE 166.4 ACRES LOCATED ON THE SOUTH SIDE OF SCIOTO DARBY ROAD AT THE TERMINUS OF COSGRAY ROAD, WEST OF HILLIARD MUNICIPAL PARK, NORTH OF HERITAGE LAKES SUBDIVISION, AND ON THE EAST SIDE OF ALTON DARBY ROAD TO PERMIT THE CREATION OF THE HILLIARD RECREATION AND WELLNESS CAMPUS.

Mr. Talentino stated this is a plan for a revised Planned Unit Development (PUD) concept plan. He explained this property was zoned for a PUD with a plan for Alton Commons and was largely a



commercial plan, but construction never started and the PUD Concept Plan expired. He added the PUD zoning is still on the property but does not have a plan to go with it and this application is to re-establish a PUD Concept Plan on the PUD zoning. The proposal is for a new recreation and wellness center, commercial offices and park uses. It also includes a stream restoration project for a portion of the Clover Groff Ditch that is adjacent to the site and construction of the Cosgray Road extension through the site. (See Attached)

Mr. Talentino stated there were 12 conditions the Big Darby Advisory Panel recommended and 9 of those are conditions the City will be able to comply with. One of the three was for the bike path to be a pervious surface and to be moved west as far as possible. The City is committing to move the bike path along the Clover Groff approximately 30 feet to the west but will not be a pervious path because the City has had both short and long term problems with pervious pavements. Mr. Carrier asked if pervious surfaces sink. Mr. Talentino replied they get plugged up with sediments and then they are not pervious and is a maintenance problem. For the amount of pavement along the Clover Groff compared to the amount of pavement in parking lots and impervious coverage on buildings, it is not very much when looking at the whole plan. The City looked at this as a possibility, but it is not practical but moving it westward away from the stream restoration area as far as possible would be helpful because then there could be vegetation between the path and the stream restoration area to help filter the storm water. Second, Mr. Hoyer mentioned the above ground storm water controls. Mr. Talentino stated the problem with this site is that it is so flat but the consultants looked at this possibility. In order to get a pond, the outlet pipe would have to be above the water surface because of the flatness of the site and that is not practical. Underground storage will be on this site.

Mr. Carrier asked if the City is using the ADS system of Interlock to store the water. Mr. Talentino agreed. Mr. Carrier asked if that would address what Mr. Hoyer mentioned earlier about the water temperature. Mr. Talentino replied yes and that was discussed with the Accord Panel because of the temperature you have to be careful with above ground ponds. There has to be shade around them so the water temperature does not get too high so that when it goes into the stream it is not detrimental to the life in the stream. Mr. Carrier asked if it was ground water temperature. Mr. Talentino replied that when it is underground, the water will have more time to cool because the sun is not shining on it and staff thinks that will be a better situation. Mr. Carrier asked if the water could be taken out of the interlocking system and used for irrigation for all of the grass fields to the north, south and west of the community center. Mr. Talentino replied they could look at that to determine the best practices for those types of things. Mr. Talentino reported that Mr. Hoyer also questioned the natural open space and explained the reason the proposed text specifies there will be a minimum of 22% natural open space is because we are not sure where that is going to be. The site has not been done yet and when you go to the Darby Accord Panel, you go when you have the zoning plan or subdivision plat and since we are not doing a subdivision plat, but are showing where the new sub areas are. The difficulty is when it gets to the final development plan stages where you have those details and the City does not have those yet. He noted the reason it is 22% because that is the bare minimum and the consultants think it will be much higher than that and could get up to the 41.2%, which they believe is in the tiered land based on the MORPC plan that was the basis for the Land Use Plan. The City did not want to commit to that and not be able to meet it and the open space on this plan is much improved over the previous plan, which was also approved. Mr. Talentino added that is why that is not finalized yet and there are commitments in the text related to that. Everything else should not be problematic, 50% open space, 22% natural open space and mentioned that this site is not in an area of the Darby Accord that requires 50% open space but are committing to do that.

Mr. Talentino continued with his presentation.

Mr. Talentino recommended approval with conditions, the Planning Commission recommended approval with those conditions with one of those conditions being that final development plans meet the conditions that are referenced.

Ms. Hale stated the first round-a-bout on the Cosgray Connector looks like there is an eastern exit into the pond. Mr. Talentino replied that the idea ultimately was to have a vehicular connection to Municipal



Park but that is not happening in this phase and may be difficult because of the nature of the stream the restored area would have to be spanned and could be expensive. He explained they did not want to not have the possibility to have that and the idea is to show potentially if it could be done, cost is a big thing and design is another but it would be nice to have vehicular connection from the current Municipal Park to this area without having to go onto Scioto Darby Road to get there. There will be a path connection. Ms. Crandall stated the initial cost estimates included this as an option but it was pushed out because the cost was just over \$5 million to cross that area. It was pushed out for later consideration.

Ms. Hale asked where the pedestrian crossings will be. Mr. Talentino pointed them out on the exhibit. Mr. Carrier remarked that they should have mosquito traps because that will be a great mosquito farm in the middle of those parks.

Vice President Vermillion asked if the City feels comfortable that the underground storm water system is going to reduce the water temperature. Mr. Talentino agreed.

Vice President Vermillion stated she was looking at the Big Darby questionnaire and noted the City's response was site level monitoring grab samples can be collected at the outlet structures or downstream discharge points for any site drainage after the development has occurred. She noted that the sentence says "can be collected" does not tell her that the City will be monitoring the quality of the water and asked if the City will be monitoring the quality of the water. Mr. Talentino replied there is a requirement with stream restoration and part of the approval is it has to be done. Vice President Vermillion asked where that language is because the document does not say that. Mr. Talentino replied that is not in the text but it is his understanding that it is a requirement with the agency to have that as part of the project. Ms. Crandall reported the Clover Groff is monitored by the City of Columbus as well. They have a requirement so they have a point farther south, just south of the edge of the City and one north. The City could do seining to see what the quality of this water is over time and compare that to other data that comes in. Ms. Crandall noted she is unsure what the City has as far as requirements for the stream restoration. Mr. Ralley added that the northern portion of the restoration that was done several years ago has a five-year requirement imposed by the Ohio EPA for monitoring within that region. We have learned recently that the second phase will have a one-year requirement that the Ohio EPA has in place for the City to monitor that area. Vice President Vermillion asked if the one-year requirement means every year. Mr. Ralley replied for one year.

Vice President Vermillion stated the second question states how are the best management practices consistent with low impact development principals. The City's response was those Best Management Practices (BMP) are consistent with the low impact development principals where practical and asked what is meant by that. Vice President Vermillion apologized for not having the page numbers and said she took these off the questionnaire that the City answered for the Big Darby Accord Panel. She asked for clarification on "where practical" for low impact development principals. Mr. Talentino replied low impact development principals include reducing impervious cover, maximizing infiltration, proving stormwater BMPs such as bioretention cells adjacent to vehicular use areas using native plantings restoring Clover Groff Stream Corridor with additional wetlands and those are all being done. He added when it gets to the final development plan is where the City sees the details of these things and those will have to be done in order to meet the requirements and are listed. Mr. Talentino reported the stream restoration is a big part of that and is one of the best things that can be done in the Darby area for the health of the streams. The parking lots will have bioretention areas similar to what is planned for the park lots at Bradley High. The balancing act is the different elements of this design, but the items listed will definitely be part of this overall design.

Vice President Vermillion stated Mr. Talentino has mentioned 22% naturalized open space but in the questionnaire it states 24%. Mr. Talentino stated they can make that change in the text but it should be well above that to maximize it on the site.

Vice President Vermillion stated regarding LEED certification it states that it will not be pursued but a number of its principals will be integrated. She asked if Mr. Talentino could detail any of those principles



that will be used. Mr. Talentino replied that he does not know which ones would apply to this but a lot has to do with the design of the building and how the storm water is taken off or energy consideration. He noted there are a number of LEED Principles and the designers think a number of those elements will be there once they design the building but since the building is not designed yet, they will know a lot more in the Final Development Plan.

Vice President Vermillion asked about trail linkages and why not have all multi-use paths if those seem to be more bike and skateboard friendly. Mr. Talentino replied a sidewalk would be from the parking lot to the building or connecting building sites in a way that would not be appropriate for a bike path. People will be able to bike anywhere on this site to any part of the site with connections over to Municipal Park. Vice President Vermillion asked if the major arteries would have multi-use paths. Mr. Talentino agreed.

Vice President Vermillion asked about the 100-year flood plain and if what is being done will reduce the likelihood of a flood. Mr. Talentino replied because the site is flat, any time the Clover Groff ditch overflows the water spreads, the same with the Hamilton Ditch. The Accord Manual references looking at this from a 30,000 foot level to see what is there and the existing conditions are technically flood plain but are not part of a stream morphology. Someone would see as a restored stream where you would have a channel that can meander through a certain area and when the banks overflow, the 100-year flood plain is a lot smaller associated with the stream restoration area. He noted that if the stream restoration would have been done 30 years ago, there would not have been any flood plain on this site or very little, which would be adjacent to the streaming. Mr. Talentino stated there is a balancing act on the pre and post development related to the flood plain but when the work is complete, the maps and the FEMA maps get adjusted, it will not have flood plain on it and will just be associated with the stream restoration area and contained in there and the same with the Hamilton Ditch.

Vice President Vermillion asked is the minimum width is going to be 200 feet or 300 feet. Mr. Talentino replied the average will be 300 feet through the whole site.

Vice President Vermillion noted the Army Corp of Engineering letter states the City declined the approved jurisdictional date determination and asked why and what is the importance of that. Mr. Rausch replied that he did pose that question to the consultants that are designing the stream restoration and if the City should go a step further and do the jurisdictional. He noted they felt that what the Corps expressed right now is adequate and did not have to go the step further. Vice President Vermillion asked what does a step further mean. Mr. Rausch replied that it would mean additional studies and is unsure what they would look for in the next steps but he did pose that question to the consultant designing the project and they felt that the jurisdictional we got was adequate for the project.

STATUS:	Adopted (7-0)
MOVER:	Andy Teater
SECONDER:	Pete Marsh
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater
23-R-06 passed and will take effect at the earliest time allowable by law.	

23-R-07 AUTHORIZING THE CITY TO JOIN THE CENTRAL OHIO RISK MANAGEMENT ASSOCIATION (CORMA) AND ENTER INTO AGREEMENTS AS NEEDED.

Ms. Lemmon reported this resolution requests authorization for the City to join the Central Ohio Risk Management Association (CORMA). She explained that CORMA is an insurance pool with nine other cities and was established in 1997. Ms. Lemmon noted administration of the pool is contracted and Brookridge and Claim Administration is contracted out to Wichert Insurance. Ms. Lemmon stated the insurance that is covered under CORMA is property, general liability, auto, public officials, law enforcement liability and boiler machinery. There are three lines of coverage that would have to be purchased outside of CORMA, but Wichert will assist with purchasing that. Those lines of coverage are crime, cyber liability and excess workers comp. She noted the benefits of joining CORMA are it provides



long-term stability, ensures the City has the coverage needed and there is a lot of information sharing during the meetings with the nine other member cities.

Ms. Lemmon reported that there is no financial impact because the operating budget was approved and has enough funds to cover the move to CORMA. All nine cities have approved the City of Hilliard joining CORMA if Council chooses to approve.

Vice President Vermillion asked if members can vote to remove a participant. Mr. Wichert replied the bylaws do have that provision but it has never happened. Vice President Vermillion asked if \$1 million is enough liability coverage for any potential loss. Mr. Wichert replied that the liability limits, in general, for all of the communities get a dedicated limit of coverage and is actually an excess insurance program. The liability side is with Great American and is a \$15 million limit, which is significantly higher than what the City currently has. That is a dedicated limit and is only the self-insured retention that they are pooling, which is \$150,000 for liability and \$200,000 for property coverages.

Ms. Hale stated that she noticed the boiler coverage went from \$10,000 to a whole lot more and asked how many boilers the City has. Mr. Wichert replied that it should be technically referred to as equipment breakdown and does not make that much difference. He added the liability limits is a big deal and they have chosen to keep cyber liability and crime coverages separate from the pool and each member has different characteristics and significantly different exposures. Ms. Hale asked if the deductibles are paid through the pooled funds or from the City budget. Mr. Wichert replied they come from the pool funds and if a city has a claim over \$1,000, then the pool will pay for them. Ms. Hale then asked if CORMA invests the excess funds. Mr. Wichert replied that on the State Auditor's website you can find everything they have been involved in since 2008. The amount they try to keep in surplus or excess funds is approximately \$2 million and is invested extremely conservatively. Ms. Hale asked if the City would benefit from that in the future. Mr. Wichert replied everyone in the pool does and it is income that the pool takes in as a group so there is not a dedicated loss fund. The percentage of money that goes in this loss fund is roughly a third of what the City puts in. He noted that two board members from each city come up with those policy decisions of how much to be holding inside the loss fund.

STATUS: Adopted (7-0)
MOVER: Cynthia Vermillion
SECONDER: Peggy Hale
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater
23-R-07 passed and will take effect at the earliest time allowable by law.

PRESIDENT'S COMMUNICATION

President Tarazi announced the City offices will be closed Monday, February 20, 2023, in observance of Presidents Day.

STAFF REPORTS

A. 2023 HPD CAPITAL EQUIPMENT BUDGET PURCHASES

Chief Woods stated that this memo is to clarify purchasing of replacement vehicles for HPD. He reported the plan for 2023 Capital dollars is to replace four marked units and two plain cars. Chief Woods noted that they have been very successful in the last two years of negotiating through the state term contract or finding a better price through a local dealer another municipality has dealt with. They are exploring both of those and will make the purchases, up fit them, get them into the fleet and trade in the vehicles that are scheduled to be replaced.



CITY MANAGER UPDATES - None

ITEMS FOR COUNCIL DISCUSSION

A. UPDATED COUNCIL RULES - 2023

Vice President Vermillion, seconded by Ms. Hale, moved to approve the amended Council Rules by Voice Vote with the correction noted by Ms. Cottone..

Mr. Carrier inaudible. President Tarazi replied that was not approved in the Committee of the Whole and is not part of the updated rules or Voice Vote.

Ms. Cottone noted a scrivener error on Page 14. Ms. Werbrich replied that would be considered a scrivener error and not an amendment. She will correct.

STATUS:	Approved (7-0)
MOVER:	Cynthia Vermillion
SECONDER:	Peggy Hale
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

Ms. Hale stated that in accordance with Council Rules she would like ask Ms. Werbrich to start the process in mid to late September to produce and post the vacancy notices for the committees that will have vacancies at the end of 2023.

Vice President Vermillion acknowledged Word Encephalitis Day, which is February 22, 2023 and encouraged residents to wear red on that day in support of this serious disease.

Mr. Carrier asked to discuss the press release that went out regarding the phishing investigation to ensure, publicly, that everyone is on the same page as far as next steps so that the right people are involved. He stated he wants to be as transparent as Council can be for the community and thanked Ms. Crandall for the Press Release because it gives a lot more detail than he expected. He remarked that the next step would be one of accountability and transparency. Mr. Carrier continued that he would like to ensure that the right professional parties are coming to the City to review this matter and that it is on the record for Council. President Tarazi replied that it is his understanding the auditors are coming in soon. Ms. Crandall stated that she just reviewed with Council all of the next steps in Executive Session and beyond that she has no further comments. President Tarazi stated the City will be bringing in the outside auditor and there are things that cannot be discussed due to the ongoing investigation but are committed to full transparency. These things happen, but the City has to be sure that everything is done moving forward and a deep dive is done by an outside source as to what happened and things that could have been done differently.

President Tarazi asked for prayers for the earthquake victims in Turkey and Syria.

Mr. Carrier, seconded by Ms. Hale, moved to adjourn the meeting by Voice Vote.

MOVER:	Les Carrier
SECONDER:	Peggy Hale
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

ADJOURNMENT – 8:36 PM

Omar Tarazi, President
City Council

Diane Werbrich, MMC
Clerk of Council

Council Memo: Legislation (23-R-08)

Subject: Re-appointments to the RPAC
From: Michelle Crandall, City Manager
Initiated by: Ed Merritt, Director of Recreation and Parks
Date: February 27, 2023

Executive Summary

This legislation approves appointments to the Recreation and Parks Advisory Committee ("RPAC").

Staff Recommendation

Staff recommends that Council adopt this piece of legislation.

Background

Section 149.07 of the City's Codified Ordinances established the RPAC. Initial appointments to the RPAC were made by the passage of Resolution No. 21-R-16. By the passage of Ordinance No. 22-04, City Council approved changes to the membership of the RPAC, adding one more resident member, while removing the Destination Hilliard representative.

Michael Lentz and Brian Gara were appointed to initial two-year terms, expiring February 21, 2023. Both desire to be re-appointed to another two-year term. Additionally, the Hilliard City School District desires to have Mike McDonough continue to be its representative on the RPAC.

Concurrently, City Council is accepting applications in order to appoint high school students to the RPAC.

Financial Impacts

There are no anticipated financial impacts.

Expected Benefits

The Hilliard Recreation and Parks Advisory Committee will continue to advise the City as it continues to develop and improve the amenities and opportunities available in our community. They will serve as a sounding board for future projects, policies and development, also helping with special events and park evaluations.

Attachments

N/A



Resolution: 23-R-08

Adopted:

Page 1 of

Effective:

APPROVING RE-APPOINTMENTS TO THE RECREATION AND PARKS ADVISORY COMMITTEE.

WHEREAS, on January 25, 2021, City Council adopted Resolution No. 21-R-06, which enacted Section 149.07 of the City's Codified Ordinances establishing the Recreation and Parks Advisory Committee (the "RPAC"); and

WHEREAS, by the passage of Resolution No. 21-R-16 on February 22, 2021, City Council approved the initial appointments of Michael Lentz and Brian Gara to the RPAC with terms expiring February 21, 2023; and

WHEREAS, Mike McDonough's, the Hilliard City School District's representative, current term also expires February 21, 2023; and

WHEREAS, Mr. Lentz, Mr. Gara, and Mr. McDonough desire to be re-appointed to the RPAC.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. City Council appoints the individuals to the Recreation and Parks Advisory Committee:

Name	Term
Michael Lentz	February 22, 2023 – February 21, 2025
Brian Gara	February 22, 2023 – February 21, 2025
Mike McDonough (Hilliard City School District Representative)	February 22, 2023 – February 21, 2024

SECTION 2. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-08						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-08** passed by the Hilliard City Council on the 27th day of February 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 27th day of February 2023.

Diane C. Werbrich, MMC

Council Memo: Legislation (23-R-09)

Subject: Re-appointments to the Alton Place NCA
From: Michelle Crandall, City Manager
Initiated by: Kelly Clodfelder, Staff Attorney
Date: February 27, 2023

Executive Summary

This Resolution reappoints members to the Board of Trustee of the Alton Place Community Authority (the "Board").

Staff Recommendation

Staff recommends that Council adopt this Resolution.

Background

On June 8, 2020, City Council passed Ordinance No. 19-25 authorizing the City to enter into a Developer's Agreement regarding the Alton Place Hilliard Conservation District ("HCD"). As a requirement of the Developer's Agreement, the Developer committed to creating a new community authority in order to collect a development charge and use the amounts collected to reimburse the Developer for costs related to public infrastructure improvements. By the passage of Resolution No. 21-R-15 on February 22, 2022, the Alton Place Community Authority was established.

The board members are comprised of 3 developer appointments, 3 citizen members appointed by City Council, and one local government representative. Letty Schamp was appointed as a citizen member and Kelly Clodfelder was appointed as the one local government representative for an initial two-year term.

Financial Impacts

There are no anticipated financial impacts.

Expected Benefits

N/A



Resolution: 23-R-09

Adopted:

Page 1 of

Effective:

RE-APPOINTING MEMBERS TO THE BOARD OF TRUSTEES OF THE ALTON PLACE COMMUNITY AUTHORITY.

WHEREAS, on February 22, 2021, City Council adopted Resolution No. 21-R-15 appointing Letty Schamp as a citizen member and Kelly Clodfelder as local government representative to the Board of Trustees of the Alton Place Community Authority ("Board"), for a term a term that expired February 22, 2023; and

WHEREAS, Letty Schamp and Kelly Clodfelder have expressed a desire and willingness to continue to serve as Trustee and to accept a re-appointment to the Board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio that:

SECTION 1. Hilliard City Council re-appoints the following members to the Board of Trustees of the Alton Place Community Authority, each in the position and for the term indicated beside such member's name:

Letty Schamp	Citizen Member	Term: February 23, 2023 – February 22, 2025
Kelly Clodfelder	Local Government Representative	Term: February 23, 2023 – February 22, 2025

SECTION 2. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-09						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-09** passed by the Hilliard City Council on the 27th day of February 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 27th day of February 2023.

Diane C. Werbrich, MMC

Council Memo: Legislation (23-R-10)

Subject: Tarlton Meadows Section 4, Phase 1 Public Improvements
From: Michelle Crandall, City Manager
Initiated by: Clark Rausch, City Engineer
Date: February 27, 2023

Executive Summary

This legislation accepts the public streets, water lines, sanitary and storm sewer lines, street lights, and multi-use paths associated with Section 4, Phase 1 of the Tarlton Meadows West subdivision (the Tarlton Meadows PUD). The subdivision developers are Rockford Homes and Pulte Homes of Ohio.

Staff Recommendation

As required by City Code Chapter 1191, the public improvements in Tarlton Meadows West Section 4, Phase 1 have been constructed in accordance with the approved construction plans for Tarlton Meadows West, Section 4, Phase 1 Street, Storm Sewer, Water Line, Sanitary Sewer, and Lighting Improvements. City Council is being asked to accept the public improvements associated with these sections so that the developer's required one-year maintenance commitment for these improvements can begin.

Background

City Council approved Ordinance No. 16-33 on October 24, 2016 rezoning 143.8± acres of land owned by Elliott Road, LLC, from A-1 to Planned Unit Development consisting of 248 single-family lots, and 46.7 acres of park land, which is now identified as the Tarlton Meadows West Development (Tarlton Meadows PUD).

City Council accepted the subdivision plat for all building lots, public rights-of-way, and public easements in Section 4, Phase 1 on March 28, 2022 by Resolutions No. 22-R-21.

The specific street associated with the public improvements in this legislation is Orangeberry Circle.

Financial Impacts

The acceptance of the public improvements associated with this Resolution adds approximately 1,010 feet of public street, 900 feet of public water line, 370 feet of storm sewer, 1,780 feet of sanitary sewer, 4 street lights, and 1,980 feet of multi-use path to the City's public infrastructure inventory. The construction cost of these completed public improvements is approximately \$407,900.

Expected Benefits

The acceptance of the public improvements associated with this Resolution adds 23 single family homes to the City of Hilliard.

Attachments

N/A



Resolution: 23-R-10

Adopted:

Page 1 of

Effective:

**ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE TARLTON MEADOWS WEST
SUBDIVISION, SECTION 4, PHASE 1.**

WHEREAS, in Ordinance No. 16-33, adopted October 24, 2016, this Council approved the Tarlton Meadows PUD ("PUD") for the Tarlton Meadows West subdivision; and

WHEREAS, as a requirement of the PUD, Ordinance No. 16-35, adopted November 24, 2016, authorized the City and Elliott Road, LLC, Pulte Homes of Ohio, LLC and Rockford Homes, Inc. (collectively, the "Owner" and the "Developer") to enter into a Developer's Agreement ("Agreement") which detailed the public infrastructure improvements that the Developer was to construct as part of the PUD; and

WHEREAS, in Resolution No. 22-R-21, adopted on March 28, 2022, this Council accepted by subdivision plat ("Plat") the dedication of roads and easements for the construction of public infrastructure associated with Section 4, Phase 1 of the PUD; and

WHEREAS, the public improvements for Tarlton Meadows West, Section 4, Phase 1 as identified on the above Plat, have been found to be constructed per the plans submitted to and approved by the City Engineer for each section; and

WHEREAS, the City conducted a final inspection of the public improvements associated with the PUD on the date shown below; and

WHEREAS, per Section 1191-01 of the City's Planning and Zoning Code, the Developer has posted maintenance surety for the public improvements, and the public improvements will be maintained by the Developer until the date listed below for final acceptance and full maintenance by the City of Hilliard for this section of the PUD; and

<u>Public Improvements</u>	<u>Final Inspection Date</u>	<u>Final Acceptance Date</u>
Tarlton Meadows West, Section 4, Phase 1 Public Street, Storm Sewer, Sanitary Sewer, and Water Line Improvements (# P-967 & # P-968)	2/2/2023	2/2/2024

WHEREAS, it is in the best interest of the City of Hilliard and the public at large that the City accepts the public improvements as noted above.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. The City of Hilliard accepts the public improvements for Section 4, Phase 1 of the Tarlton Meadows PUD as set forth in the following plans titled:

1. "Tarlton Meadows West, Section 4, Phase 1 – Public Sanitary Sewer Improvements – November 18, 2021, P-967" approved by the City Engineer, which plans are on file in the office of the City Engineer and available for inspection.
2. "Tarlton Meadows West, Section 4, Phase 1 – Public Street, Storm Sewer, & Water Line Improvements – November 18, 2021, P-968" approved by the City Engineer, which plans are on file in the office of the City Engineer and available for inspection.

SECTION 2. The City Manager, Clerk of Council and City Engineer are authorized to do all acts and to execute all instruments appropriate or necessary to carrying out the terms of accepting the public improvements as provided herein.

SECTION 3. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-10					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No Recommendation					
<input type="checkbox"/> Referred Back To Committee					

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-10** passed by the Hilliard City Council on the 27th day of February 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 27th day of February 2023.

Diane C. Werbrich, MMC

Council Memo: Legislation (23-R-11)

Subject: Carr Farms Section 2 & 5 Public Improvements
From: Michelle Crandall, City Manager
Initiated by: Clark Rausch, City Engineer
Date: February 27, 2023

Executive Summary

This legislation accepts the public sanitary sewer lines for Courtyards at Carr Farms subdivision, Sections 2 and Section 5. The subdivision developer is Epcon Communities.

Staff Recommendation

As required by City Code Chapter 1191, the public improvements in Courtyards at Carr Farms, Section 2 and Section 5 have been constructed in accordance with the approved construction plans for Courtyards at Carr Farms, Section 2 Public Sanitary Sewer Improvements and Courtyards at Carr Farms, Section 5 Public Sanitary Sewer Improvements. City Council is being asked to accept the public improvements associated with Section 2 and Section 5 of Courtyards at Carr Farms. City staff recommends that the sanitary sewer constructed with Section 2 and Section 5 of Courtyards at Carr Farms be accepted as a public improvement so that the developer's required one-year maintenance commitment for these improvements can begin.

Background

City Council approved Resolution No. 22-R-13 on February 28, 2022 for the dedication of easements for public and private utilities, cable television, service connections and storm water drainage for Courtyards at Carr Farms, Section 5, a development consisting of 19 empty nester-style homes and 16 townhomes on 13.297 acres.

City Council approved Resolution No. 22-R-22 on March 28, 2022 for the dedication of easements for public and private utilities, cable television, service connections and storm water drainage for Courtyards at Carr Farms, Section 2, a development consisting of 50 empty nester-style homes on 12.156 acres.

The only public improvement associated with Courtyards at Carr Farms is the sanitary sewer. The street, storm sewer, storm water management structures, and street lights in Courtyards at Carr Farms are all privately owned and maintained.

Financial Impacts

The acceptance of the public improvements associated with this Resolution adds approximately 3,810 feet of 8-inch diameter public sanitary sewer to the City's public infrastructure inventory. The construction cost of these completed public improvements is approximately \$268,700.

Expected Benefits

The acceptance of the public improvements associated with this Resolution provides sanitary sewer service to 85 new residential homes in the City of Hilliard.

Attachments

N/A



Resolution: 23-R-11

Adopted:

Page 1 of

Effective:

**ACCEPTING SANITARY SEWER PUBLIC IMPROVEMENTS FOR THE
COURTYARDS AT CARR FARMS, SECTIONS 2 AND 5 SUBDIVISION.**

WHEREAS, Courtyards at Carr Farms, Section 2 is the development of 50 empty nester-style homes on 12.156 acres along Leppert Road; and

WHEREAS, Courtyards at Carr Farms, Section 5 is the development of 19 empty nester-style homes and 16 townhomes on 13.297 acres along Leppert Road; and

WHEREAS, City Council accepted the dedication of easements for public and private utilities, cable television, service connections and storm water drainage for Courtyards at Carr Farms, Section 5 by the passage of Resolution No. 22-R-13 on February 28, 2022; and

WHEREAS, City Council accepted the dedication of easements for public and private utilities, cable television, service connections and storm water drainage for Courtyards at Carr Farms, Section 2 by the passage of Resolution No. 22-R-22 on March 28, 2022; and

WHEREAS, the public improvements, namely sanitary sewers, for Courtyards at Carr Farms, Section 2 and Section 5, as identified on the above Plats, have been found to be constructed per the plans submitted to and approved by the City Engineer for each section; and

WHEREAS, the City conducted a final inspection of the public improvements associated with the development on the date shown below; and

WHEREAS, per Section 1191-01 of the City's Planning and Zoning Code, the public improvements will be maintained by the Developer until the date listed below for final acceptance and full maintenance by the City of Hilliard; and

<u>Public Improvements</u>	<u>Final Inspection Date</u>	<u>Final Acceptance Date</u>
Courtyards at Carr Farms, Section 2 Public Sanitary Sewer (#P-971)	2/3/2023	2/3/2024
Courtyards at Carr Farms, Section 5 Public Sanitary Sewer (#P-978)	2/3/2023	2/3/2024

WHEREAS, it is in the best interest of the City of Hilliard and the public at large that the City accepts the public improvements as noted above.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. The City of Hilliard accepts the public improvements for the Courtyards at Carr Farms, Section 2 as set forth in the following plans titled "Public Sanitary Sewer Improvements, Courtyards at Carr Farms, Sections 2 & 3 – 2022, P-971" approved by the City Engineer on March 28, 2022, which plans are on file in the office of the City Engineer and available for inspection.

SECTION 2. The City of Hilliard accepts the public improvements for the Courtyards at Carr Farms, Section 5 as set forth in the following plans titled "Public Sanitary Sewer Improvements, Courtyards at Carr Farms, Sections 5 & 6 – 2022, P-978" approved by the City Engineer on April 4, 2022, which plans are on file in the office of the City Engineer and available for inspection.

SECTION 3. The City Manager, Clerk of Council and City Engineer are authorized to do all acts and to execute all instruments appropriate or necessary to carrying out the terms of accepting the public improvements as provided herein.

SECTION 4. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-11						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-11** passed by the Hilliard City Council on the 27th day of February 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 27th day of February 2023.

Diane C. Werbrich, MMC

Council Memo: Legislation (23-02)

Subject: Authorizing Collective Bargaining Agreement with FOP
From: Michelle Crandall, City Manager
Initiated by: Colleen Lemmon, Chief People Officer/HR
Date: February 27, 2023

Executive Summary

On January 19th, the City and FOP reached a Tentative Agreement (TA). Economic highlights of the agreement are provided below. A copy of the agreement is attached.

Duration:

The contract term is 3 years, running from January 1, 2023, through December 31, 2025

Wages:

The aggregate 3-year wage increase is 10.5%. The 3.5% increase for 2023 will be retroactive to January 1, 2023. On January 1, 2024, a 3.5% increase should be applied. On January 1, 2025, a 3.5% increase should be applied.

Holidays:

Beginning in 2023, Good Friday will no longer be a recognized holiday.

Personal Days:

Beginning in 2023, members will receive an additional personal leave day to use within the calendar year. Members will now receive 4 personal days to use within the calendar year.

Shift Differential:

Shift differential was increased from \$1.15 per hour to \$1.25 per hour.

Staff Recommendation

Staff recommends that Council approve the attached contract with FOP Lodge 9. and appropriate the required funds.

Financial Impacts

The Finance Department did not include an estimated increase in the 2023 Budget for personnel costs due to being in negotiations with the FOP. In order to comply with the Agreement, an appropriation in the amount of \$285,511.98 in Fund 101, Object 107 is needed to fund personnel costs in 2023.

Expected Benefits

By approving the contract, the City maintains a positive relationship with the FOP union members and the contract remains in place until December 31, 2025.

Attachments

N/A



Ordinance: 23-02

Passed:

Page 1 of

Effective:

AUTHORIZING THE CITY TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9; AND APPROPRIATING FUNDS.

WHEREAS, the collective bargaining agreement between the City and the Fraternal Order of Police, Capital City Lodge No. 9 expired on December 31, 2022; and

WHEREAS, through of the course of negotiations, the parties were able to arrive at a tentative agreement for the three-year period, commencing January 1, 2023, and continuing to December 31, 2025 (the "Agreement"); and

WHEREAS, on February 3, 2023, City Staff was notified that the union membership had voted to accept the proposed agreement; and

WHEREAS, the Administration is recommending that the proposed agreement, attached hereto as Exhibit "A" and incorporated herein, be approved and appropriating additional funds as needed are in the best interest of the City; and

WHEREAS, Ohio Revised Code Section 4117.10(B) requires City Council to approve or reject the submission as a whole within 30 days after the Administration submits it for City Council's consideration.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hilliard, Ohio that:

SECTION 1. The City Manager, the Director of Human Resources, the Finance Director, the Law Director, and such other officials deem necessary, are hereby authorized and directed to execute an agreement on behalf of the City of Hilliard with the Fraternal Order of Police, Capital City Lodge No. 9, pursuant to the tentative agreement reached in accordance with the terms and conditions **attached** hereto as Exhibit "A" and incorporated herein, excepting any typographical and/or grammatical edits that may needed for the Agreement to be in final form for execution.

SECTION 2. An appropriation in the amount of \$285,511.98 is authorized from Fund 101, Object 107 to fund personnel costs in 2023.

SECTION 3. This Ordinance shall be in effect from and after the earliest time provided for by law.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Ordinance 23-02						
<input type="checkbox"/> Adopted			Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Passed	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Referred	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation						
<input type="checkbox"/> No Recommendation						

CONTRACT
Between
City of Hilliard, Ohio
and
FOP, Capital City Lodge No. 9
January 1, 2023 -- December 31, 2025

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ARTICLE 1. CONTRACT

Section 1.1. Contract. This Contract is made and entered into by and between the City of Hilliard, Ohio (hereinafter referred to as the City), and the Fraternal Order of Police, Capital City Lodge No. 9 (hereinafter referred to as the Lodge). The Lodge is the duly authorized and exclusive representative for members of the bargaining units (hereinafter referred to as "member" or "members") described in Section 2.2.

Section 1.2. Purpose. This Contract is made for the purpose of promoting cooperation and orderly, constructive and harmonious relations between the City, members, and the Lodge.

Section 1.3. Legal References.

- A. Unless otherwise indicated, the terms used in the Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Contract makes no specification about a matter, the City, members and the Lodge are subject to applicable state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of members are not superseded by this Contract, except where supplemental workers' compensation or supplemental unemployment have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and the original appointment from the eligible lists are not subjects of bargaining under this Contract.
- B. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a 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 portion of this Contract by a tribunal of competent jurisdiction or by operation of law, and upon written request by either party, the City and the Lodge shall meet within seven (7) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith discussions, but not to include the provision of fact finding mediation or conciliation.
- C. The City and the Lodge agree that no member shall be asked to make any written or verbal agreement which may in any way conflict with this Contract.

Section 1.4. Sanctity of Contract. Unless otherwise specifically provided in this Contract, no changes shall be negotiated during its duration unless there is written accord by and between the City and the Lodge to do so. Any negotiated changes to be effective and incorporated in this Contract must be in writing and signed by the parties.

Section 1.5. Past Practices. Any past benefit or past practice that has been continuous, known, and sanctioned by the City, but not incorporated in this Contract, shall not be altered until and unless good faith discussions between the City and the Lodge, take place.

Section 1.6. Enforceability of Contract. The City and the Lodge assert and believe that the provisions of this Contract are enforceable in a court of law. The City and the Lodge believe that the provisions contained herein do not represent any illegal delegation of power. Should the City or the Lodge bring any legal action in any court regarding or concerning the terms of this Contract, neither party shall raise as a defense the legal effectiveness and enforceability of this Contract.

ARTICLE 2. RECOGNITION

Section 2.1. Recognition. The City recognizes the Lodge as the sole and exclusive representative for all members included in the bargaining units described in Section 2.2 in any and all matters relating to wages, hours, and terms and conditions of employment and the resolution of questions arising under this Contract.

Section 2.2. Bargaining Units. Pursuant to 4117.06 of the Ohio Revised Code, there are established two (2) bargaining units within this Contract. The first bargaining unit consists of all sworn and full-time members of the Hilliard Police Department who are Police Officers below the rank of Sergeant. The second bargaining unit consists of all sworn and full-time members of the Hilliard Division of Police who are Police Officers of the rank of Sergeant and above. Excluded from inclusion in either bargaining unit, and thereby from coverage within this Contract, is the position of Chief of Police and the position of Deputy Chief. Reference throughout this Contract to member or members shall mean employees who are within either bargaining unit, unless specified otherwise.

ARTICLE 3. LODGE SECURITY

Section 3.1. Dues Deduction. Pursuant to 4117.09(B)(2) of the Ohio Revised Code, the City agrees to deduct the 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 Lodge member requesting the same in writing. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Lodge member.

If a deduction is desired, the member shall sign a payroll deduction form, which shall be furnished by the Lodge and presented to the appropriate payroll clerk. The City agrees to furnish to the Financial Secretary of the Lodge, 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 deductions were made. Nothing herein shall prohibit Lodge members covered by this Contract from submitting dues directly to the Lodge.

No other employee organization's dues shall be deducted from any bargaining unit member's pay for the duration of this Contract.

Section 3.2. Fair Share Fee. As a consequence of the decision in *Janus v. AFSCME, Council 31, et al.* (decided June 27, 2018), the City and Lodge have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and, the City and Lodge agree that fair share fees may no longer be deducted from non-members' pay. The City and the Lodge agree further that in event there are changes in the law that permit the collection of fee or other financial support from non-members of the Lodge through payroll deduction, the Lodge and the City shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deduction.

Section 3.3. Bulletin Boards. The Lodge shall be permitted to maintain a Lodge bulletin board at the work site. Lodge bulletins and Lodge material only will be permitted to be posted on this board. The location of the board shall be in the Patrol Officers Roll Call Room. This bulletin board shall be no larger than 3 feet by 5 feet.

Section 3.4. Ballot Boxes. The Lodge shall be permitted, upon prior notification to the Chief of Police, to place ballot boxes at Division Headquarters for the purpose of collecting members' ballots on all Lodge issues subject to ballot. Ballot boxes shall be placed in the Patrol Officers Roll Call Room. Such ballot boxes shall be the property of the Lodge and neither the ballot boxes nor their contents shall be subject to the Division's review.

Section 3.5. Bargaining Unit Meetings. The Lodge shall be permitted, upon prior notification to the Chief of Police, to hold meetings, for members, at Police Headquarters or another City building, room or facility. The notification required under this Section shall be in writing, shall be delivered to the Chief no later than forty-eight (48) hours prior to the time of the meeting, not including weekends and holidays, and shall state the date, time and requested location of the meeting.

The City agrees to hold the requested location open for use by the Lodge on the date and the time specified in the Lodge's notification to the Chief. However, if it is not practicable for the City to provide the requested location to the Lodge, the City will so notify the Lodge and make every effort to provide for an alternate meeting location in another City building, room or facility.

No member or member of the Lodge shall be asked or obligated to divulge to the City information discussed at said meetings.

Section 3.6. Use of Intra-Departmental Mails and City E-Mail Systems. The Lodge shall be permitted to utilize the intra-departmental mail system and the City's e-mail system for the purpose of providing information pertaining to Lodge business or bargaining unit representation to members. The Lodge agrees that the use of these systems will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. The Lodge also agrees and understands that with respect to the City's e-mail system, there shall be no reasonable expectation of privacy and that all e-mail is subject to monitoring by the City's Department of Information Technology. E-mail messages may be monitored. The City shall refrain from accessing a member's email, unless reasons for doing so are consistent with the City's need for supervision, control, and efficiency in the workplace. The Lodge also understands that e-mail may be a public record subject to disclosure in the same

manner as other records of the City, pursuant to applicable law. All mail placed into the mail system by the Lodge shall be the property of the members to whom it is addressed, and such mail shall not be subject to the City's review.

Section 3.7. Lodge Business. Representatives of the Lodge shall be permitted to transact official Lodge business at Divisional work sites at all reasonable time, providing that this shall not interfere with or interrupt the efficiency or effectiveness of the Divisional operations.

ARTICLE 4. NON DISCRIMINATION

Section 4.1. Joint Pledge. The City and the Lodge shall not discriminate against any member on the basis of the member's age, race, color, sex, sexual orientation, gender identity, genetic information, creed, religion, ancestry, national origin, handicap, political affiliation, military status, veteran status, pregnancy, ancestry, marital status, application for or participation in workers' compensation program, or disability, as provided by law. The Lodge, within the terms of its Constitution and By-Laws, and the City agree not to interfere with the desire of any member to become and remain a member of the Lodge or to refrain from Lodge membership.

Section 4.2. City Pledge. The City agrees not to discriminate against any member on the basis of his or her membership or non-membership in the Lodge, nor to discriminate, interfere with, restrain or coerce any member because of or regarding his or her activities as an officer or other representative of the Lodge.

Section 4.3. Lodge Pledge. The Lodge agrees to fairly represent all members subject to the provisions and procedures set forth in Sections 4117.11(B) (6) and 4117.12 of the Ohio Revised Code.

ARTICLE 5. GRIEVANCE PROCEDURE

Section 5.1. Grievance Defined. A grievance is any unresolved question or dispute regarding the wages, hours, terms or conditions of employment of members, including but not limited to unresolved questions or disputes concerning the interpretation and application of this Contract, law, ordinance, department regulation or policy as it pertains to the wages, hours, terms or conditions of the employment of the members.

Section 5.2. Qualifications. A grievance can be initiated by the Lodge, an aggrieved member, or a group of members. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, the Lodge or the grievance representative may select one or more members to process the grievance as the designated representatives of the affected group members, as the group is defined on the grievance form. A member has the right to present grievances and have them adjusted, without the intervention of the Lodge, as long as any adjustment is consistent with the terms of this Contract and as long as the Lodge has the opportunity to be present at the adjustment. A resolution of any group grievance is binding on all members of the group.

Section 5.3. Jurisdiction. Nothing in this Grievance Procedure shall deny members or the Lodge any rights available at law to achieve redress of their legal rights, including but not limited to, the right to appear before the **Personnel Review Board** or to file charges with the State Employment Relations Board when these agencies properly have jurisdiction over the subject matter. However, once a member, group of members, or the Lodge elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the member, group of members, or the Lodge is thereafter precluded from seeking a remedy under this Procedure.

Section 5.4. Grievance Procedure. The following steps and procedures shall be utilized in the resolution of grievances:

- A. **Preliminary Step.** Prior to submitting a written grievance, the member will first attempt to resolve the matter informally with either his or her immediate supervisor or Lieutenant. The member may seek the assistance of the grievance representative who may also informally attempt to resolve the matter, time permitting, before submitting a written grievance.
- B. **Step One.**
 - 1. Notwithstanding any attempt at informal resolution at the preliminary step, a member shall submit the grievance in writing to the Deputy Chief on the Grievance Form agreed upon by the parties within fourteen (14) days following the event or circumstances that gave rise to the grievance, or within fourteen (14) days after the event or circumstances first became known to the grievant. The Deputy Chief shall date-stamp the form on the date of receipt and initial it.
 - 2. Within seven (7) days of receipt of the written grievance, the Deputy Chief shall affix a written response to the form, date and sign the response, and return one copy of it to the grievant. The Deputy Chief shall retain a copy of the response for future references.
- C. **Step Two.**
 - 1. When a grievant is not satisfied with the Deputy Chief's written response to the grievance at Step One of the procedure, the grievant may appeal the grievance to the Chief of Police. The grievant shall initiate this appeal by delivering, within seven (7) days after receipt of the Step One response to the grievance, a copy of the Grievance Form containing the written response of the Deputy Chief from Step One and any other pertinent documents, to the office of the Chief of Police. The Chief of Police shall date-stamp and initial the Form on the date of its receipt.
 - 2. Within **twenty-one (21)** of receipt of the Grievance Form, the Chief shall investigate the grievance and the Chief shall schedule and conduct a meeting to discuss the grievance with the grievant and the grievance representative. A Lodge representative may also attend this meeting so long as reasonable advance notice is provided to the Chief. The Chief may be joined in the meeting by the **City Manager** or designee and may

bring one other representative. The Chief may also consult with the **City Manager** or designee in reaching a resolution of the grievance.

3. At the meeting called for at this Step, the grievant and/or the grievance representative will be permitted to give a full explanation of the grievance and the material facts relating thereto.
4. Within **fourteen (14)** days after the meeting at this Step, the Chief shall submit to the grievant and the grievance representative a written response to the grievance, which response shall be signed and dated. The Chief shall retain a copy of the written response for future reference.
5. Should the grievant not be satisfied with the Chief's response to the grievance at Step Two, the grievance may proceed to arbitration as provided in Article 6 "Arbitration".

- D.** Where the grievant's immediate supervisor is the Deputy Chief, the grievant may file the grievance directly at Step Two. Where the grievant's immediate supervisor is the Chief, the grievant may file the grievance directly with the **City Manager** who shall proceed as provided in Step Two.

Section 5.5. Miscellaneous.

- A. Members and/or their grievance representative shall be allowed time off from their regular duties with pay for attendance at meetings under the grievance procedure with prior notification and approval of their respective supervisors if such meeting is to be held during their regularly scheduled tours of duty. Such approval shall not be unreasonably withheld. The withholding of such approval shall result in an automatic, equivalent extension of the time limits within which a grievant must appeal the grievance or have it heard. No grievant shall be entitled to overtime pay solely for the purpose of attending meetings held under the grievance procedure. The Lodge's grievance representative shall receive hour for hour compensatory time at their straight time rate for the purpose of attending meetings held under the grievance procedure.
- B. It is the City's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each step, the Lodge's and the City's designated representatives may mutually agree, at any step, to short time extensions, but any such agreement must be in writing and signed by the parties or in an e-mail communication with a corresponding "reply" of acceptance between the parties.
- C. If an office specified for receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file the grievance or grievance appeal on the next day on which such office is open.
- D. In the absence of mutual extensions, the grievant may, at Step One, where response is not forthcoming within the specified time limits, presume the grievance to have been denied and advanced to the next step; the grievant may, at Step Two where response is not

forthcoming within the specified time limits, presume the grievance to have been denied and the grievance may advance to arbitration as provided in Article 6 "Arbitration."

- E. Any step in the grievance procedure may be waived by mutual consent. A grievance shall be processed through the chain of command whose action gave rise to the grievance if different than that of the grievant.
- F. In each step of the grievance procedure outlined in Section 5.4, certain specific representatives shall be approved to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend, that such additional representatives have input which may be beneficial in attempting to resolve the grievance.
- G. The grievance shall be filed on a written grievance form, as agreed to by the City and the Lodge, which form shall contain the following information:
 - 1. Name and signature of individual signing the grievance and date grievance is filed;
 - 2. Description of incident(s) or event(s) giving rise to the grievance;
 - 3. As applicable, Contract section(s), law(s), ordinance(s), departmental regulation(s) or polic(ies) alleged to be violated;
 - 4. Where applicable, name of supervisor with whom grievance was first discussed, and the date of this discussion;
 - 5. Desired remedy to address or resolve the grievance;
 - 6. A number which the Lodge will assign the grievance (e.g. 2008 - _____).

While the grievant is expected to provide the above listed information where applicable, the arbitrability or substantive validity of the grievance shall not be adversely affected if the grievance form is considered deficient in its execution, except that the question of whether a grievance has been timely filed or timely processed may be raised regardless of the way in which the form has been executed.

If a grievance is viewed as incomplete and cannot be reasonably processed by the City without clarification by the grievant, the City will inform the grievant of its concern in writing within the applicable response period. The timeline for the City's response will be tolled until the grievant responds to the City's request for clarification.

- H. For the purpose of counting time, "days" as used in this Article refer to calendar days.
- I. Any favorable resolution of a grievance that has financial consequences to the City must have the approval of the **City Manager**. If a grievant is satisfied with the resolution of a grievance which has financial consequences to the City, then within seven (7) days after the time for appealing the grievance resolution as set forth above, the grievance and the resolution shall be delivered, in writing by the supervisor resolving the grievance, to the **City Manager**. Within seven (7) days of receipt of the grievance and resolution, the **City**

Manager shall either approve or overrule the same. If the **City Manager** takes no action within seven (7) days, the resolution is approved. If overruled, it shall be in writing and returned to the supervisor, within seven (7) days of receipt, who forwarded it to the **City Manager**.

ARTICLE 6. ARBITRATION

Section 6.1. Arbitration Submission. Should a grievant, after receiving a written answer to the grievance at Step Two of the Grievance Procedure, still feel that the grievance has not been satisfactorily resolved, the Lodge may submit the grievance to arbitration (unless the grievance involves discipline below the levels of termination, suspension, reduction in rank or reduction in pay which may not proceed to arbitration under Section 11.6). The Lodge, by the Lodge President, must notify the **City Manager** of the Lodge's intention to proceed to arbitration within fourteen (14) calendar days of the grievance representative and grievant's receipt of the written response at Step Two of the Grievance Procedure. Should the fourteenth day fall on a Saturday, Sunday, or legal holiday, the notice of intention to proceed through arbitration shall be delivered on the next normal working day.

Section 6.2. Selection of the Arbitrator. An arbitrator may be chosen by mutual agreement of the Lodge and the City. Absent mutual agreement, the Lodge and the City shall request a list of seven (7) Labor arbitrators who are residents of or have business offices within the State of Ohio from the American Arbitration Association. The Lodge and the City will select an arbitrator from the list by alternate striking of names, and the American Arbitration Association will be notified of the Arbitrator's selection. A flip of a coin shall determine who will strike the first name. Either party shall have the option to reject a list and request another list of seven (7) arbitrators, but this option may be exercised only once by each party.

The fee and expenses of the arbitrator and the rent, if any, for the hearing room, shall be paid equally by both parties.

The expenses of any non-employee witnesses shall be paid, if at all, by the party calling them. The fees of the court reporter shall be paid by the party requesting one; such fee however, shall be paid equally if both parties request a court reporter or request any transcript. Any member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

Section 6.3. Authority of the Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony from both parties. The arbitrator shall only consider and make an award with respect to the specific issue or issues submitted in writing by the City and/or the Lodge. The question of the arbitrability of a grievance may be raised by either party at the arbitration hearing on the grounds that the grievance is non-arbitrable or beyond the arbitrator's jurisdiction. If the question on arbitrability is raised, it will be addressed by the arbitrator before a decision on the merits of the grievance is made; provided, however, that such decision does not have to be made at the time of the hearing.

In the event the arbitrator finds a violation of the terms of this Contract, the arbitrator is empowered to fashion an appropriate remedy. The arbitrator shall not have the authority to make

an award contrary or inconsistent with this Contract. The arbitrator shall submit in writing the decision to the **City Manager** and the Lodge President, or their designees, within thirty (30) days following the conclusion of the hearing or the submission of written briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the expressed terms of this Contract to the facts presented.

The decision of the arbitrator shall be final and binding on both parties and subject to enforcement or review as provided in Ohio Revised Code Chapter 2711.

ARTICLE 7. LODGE REPRESENTATION

Section 7.1. Grievance Representatives. The Lodge President shall appoint three (3) Lodge members from the Police Officer bargaining unit (one from each shift) and one (1) Lodge member from the Supervisory Unit to serve as Grievance Representatives. The authorized functions of the Grievance Representatives shall include the following:

- A. Attending any City/Lodge joint meetings relating to employee relations and/or grievances.
- B. Representing the Lodge in investigating and processing grievances in this grievance procedure.
- C. Providing general supervision and coordination of grievances in progress.
- D. Acting as liaison between the City and the Lodge on matters concerning grievances. Each Grievance Representative shall be released from normal duties while performing representation duties with prior notification to his or her supervisor, if such representation duties fall within his or her regularly scheduled tour of duty. No Grievance Representative shall be entitled to overtime pay solely for the purpose of conducting representation duties. While performing representation duties on a regularly scheduled tour of duty, such Grievance Representative shall be required to be immediately available for contact by his or her supervisor and shall be required to forego any representation duty upon direction of his or her immediate supervisor for the purpose of assisting in emergencies. Grievance Representatives shall not forfeit any pay, entitlement, and/or benefits while conducting permitted representation duties during their regularly scheduled tour of duty.

Section 7.2 Lodge Release Time. Each Grievance Representative shall be released with pay from regular job duties for up to eight (8) hours per calendar year and the Grievance Chairperson shall be released with pay from regular job duties for up to forty (40) hours per calendar year to attend grievance training sessions sponsored or funded by the Lodge. Approval for such release time shall be approved by the Chief, or designee.

ARTICLE 8. NEGOTIATIONS

Section 8.1. Committees. The Lodge and the City have the right to select their own Negotiations Committee for both bargaining units and to change Committee Members at will. The City and the Lodge agree to engage in multi-unit bargaining as to both bargaining units. The Lodge and the City specifically reserve the right to have their Representatives, Attorneys, Accountants or Consultants, serve as members of or consultants to their respective Negotiations Committees.

Section 8.2. Good Faith Bargaining. The City and the Lodge are obligated to bargain collectively with one another in a good faith effort to reach agreement. Good faith means that each will deal with the chosen representatives of the other; will deal with the other honestly and in a bona fide effort to reach agreement; will meet at reasonable times and places to facilitate negotiations; will have the necessary authority to make proposals and counter proposals, to compromise and make agreements subject to final ratification; to provide supporting data and rationale for its own proposals and counter proposals; will not assume positions at the beginning which it describes as fair and thereafter not subject to further negotiations; and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 8.3. Information Furnished. The City and the Lodge are obligated to provide each other with relevant financial and other information, as requested in writing and within reasonable time limitations, which is necessary for each party to develop proposals and counter-proposals and to negotiate in good faith.

Section 8.4. Private Meetings. The City and the Lodge agree to negotiate in private meetings pursuant to Section 4117.21 of the Ohio Revised Code. These meetings will be held at least once every week, unless mutually agreed otherwise.

Section 8.5. Spokesperson. The Negotiations Committees will formally communicate with each other through a spokesperson named by each party.

Section 8.6. Informal Minutes. Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 8.7. Proposals. At the first negotiation meeting, the Lodge will present its initial proposals. At the second negotiation meeting, the City will present its initial proposals. Either party may reserve its presentation as to economic matters to a later date.

Section 8.8. Caucus and Adjournment. Either the City or the Lodge has the right to call a caucus at any time or to adjourn the negotiations session.

Section 8.9. FOP Committee. Lodge members on the Lodge's Negotiations Committee shall be permitted to attend negotiation meetings that may be scheduled during their regular tours of duty without loss of pay, entitlement, and/or benefits. Lodge members shall not be entitled to overtime

pay solely for the purpose of attending such meetings. Lodge members on the Lodge's Negotiations Committee shall receive hour for hour compensatory time at their straight time rates when negotiation meetings are scheduled at a time other than their regular tours of duty so that they may attend negotiations. The Lodge shall notify the Chief of the names of Lodge members on the Lodge's Negotiation Committee prior to this first scheduled negotiation meeting. Upon prior notification to their supervisors, Lodge members on the Lodge's Negotiations Committee shall be allowed reasonable time off duty, without loss of pay, entitlement, and/or benefits, to attend work sessions of the Negotiations Committee during and prior to the course of negotiations, if any such meetings should fall within any of their regularly scheduled tour of duty.

Section 8.10. Ratification of Tentative Agreement. After approval by one or both bargaining units, the City shall submit the tentative agreement reached by the negotiation committee to City Council for ratification. The City Council must approve or reject the submission as a whole. When approved by the Council, the Contract is binding upon the City, City Council, the Lodge and the members.

ARTICLE 9. DISPUTE RESOLUTION

Section 9.1. Dispute Resolution Procedures. If the Lodge and the City are unable through negotiations to agree as to the terms of a new Contract, all issues in dispute shall be submitted to the following Mediation - Arbitration Procedure, as permitted by Section 4117.14(C) of the Ohio Revised Code.

- A. Mediator.** By mutual agreement, the City and the Lodge may request that the State Employment Relations Board (hereinafter referred to as SERB) appoint a mediator to assist the parties in the collective bargaining process.
- B. Binding Arbitration.** If the City and the Lodge are unable to agree as to the terms of the new Contract, then the parties will submit all issues in dispute to binding arbitration. The parties shall be confined to a choice of the last offer of each party on each issue submitted. By mutual agreement, mediation may continue pending the arbitration hearing or be undertaken by the arbitrator.
- C. Arbitrator.** An arbitrator, who is a resident of Franklin County or one of the seven (7) contiguous counties, may be chosen by mutual agreement, or absent mutual agreement, by soliciting a list of seven (7) arbitrators who are a resident of the State of Ohio from SERB. The Lodge and the City will select an arbitrator from the list by alternate striking of names, and the arbitrator will be notified of his or her selection within five (5) days of the receipt of the list. A flip of a coin shall determine who will strike the first name. Either party shall have the option to reject the list and request another list of seven, but this option may be exercised only once by each party.
- D. Arbitration Guidelines.** The following guidelines shall apply to arbitration proceedings under this Article:

1. The parties shall submit to arbitration those issues upon which they have not reached agreement, and other matters mutually agreed to by the City and the Lodge.
2. The parties shall arrange for an arbitration hearing to be held not later than thirty (30) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issues, each party's final offer as to the issues, and the rationale for their positions.
3. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept evidence relevant to the issues in dispute.
 4. After the hearing, the arbitrator shall resolve the dispute between the City and the Lodge by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration, pursuant to Section 4117.14(G) (7) of the Ohio Revised Code, the following factors: Past Contracts between the parties;
 - (a) Comparison of the issues submitted to arbitration and each party's final offer as to each issue with the wages, hours, and terms and conditions of employment generally prevailing in Police Departments of similar size operating under similar circumstances;
 - (b) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
 - (c) The lawful authority of the City;
 - (d) Any stipulations of the parties;
 - (e) Such other factors as may be relevant to the arbitrator's decision.
- E. Continuation of Contract; Arbitration Award. The City and the Lodge shall continue in full force and effect all the terms and conditions of this Contract, for a period after the expiration date of this Contract, until the final decision of the arbitrator has been issued and incorporated into a new Contract. The arbitrator's decision is final and will be binding upon the parties, but is subject to review under the provisions of Chapter 2711 of the Ohio Revised Code. The City and the Lodge shall take whatever actions are necessary to implement the arbitrator's decision in the shortest practicable period of time.
- F. Retroactivity. Notwithstanding Section 4117.14(G)(11) of the Ohio Revised Code, at the discretion of the arbitrator, increases in rates of compensation and other matters with cost implications may be retroactive to the commencement of a new fiscal year which has commenced since bargaining was undertaken or to the conclusion of the existing Contract whichever is earlier.

- G. Arbitration Costs. The parties shall bear equally the cost of the arbitration procedure.

ARTICLE 10. MANAGEMENT RIGHTS

Section 10.1. Management Rights and Responsibilities. Except to the extent otherwise limited or modified by this Contract, the City retains the right and responsibility to:

- A. Determine matters of inherent managerial policies that include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standard of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire members;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall method, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or remove for just cause, or layoff, transfer, assign, schedule, promote, or retain members;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Division of Police;
- H. Effectively manage the work force; and
- I. Take actions to carry out the missions of the Division of Police.

Section 10.2. Subject to Bargaining and/or Grievance. The City is not required to bargain with the Lodge on subjects reserved to the management and direction of the Division of Police, except as such subjects would affect wages, hours, terms and conditions of employment of members, and/or the continuation, modification or deletion of an existing provision of this Contract.

ARTICLE 11. CORRECTIVE ACTION AND RECORDS

Section 11.1. Corrective Action for Cause. No member shall be removed, reduced in pay or position, suspended, reprimanded, otherwise disciplined, or deprived of any professional advantage, without just cause. Layoffs, transfers, assignments, and scheduling shall not be accomplished for disciplinary or arbitrary reasons.

Section 11.2. Progressive Corrective Action. For charges other than insubordination, the principles of progressive corrective action will be followed with respect to conduct that is not a violation of law. However, the charge of insubordination will only be used when no other charge is applicable to the conduct considered insubordinate. The principles of progressive corrective action set forth a progression of actions to be taken to correct the same or related offenses. This progression calls for: a minor reprimand before a written reprimand; a written reprimand before more serious action, such as demotion, or suspension; and a serious action before termination. If a continuous series of minor incidents occur, or an act is committed that

is a major breach of discipline or actual violation of law the Chief of Police may direct, subject to the **City Manager's** review, that a different sequence of corrective action than that indicated above is necessary. Although not a part of the progression of actions under this Section, non-disciplinary informal counseling may be appropriate in lieu of disciplinary action (but is within the discretion of Department management and is not required to be used) as a method of positive corrective action to address performance issues.

Section 11.3. Actions of Record. At any time an inquiry concerning a member occurs wherein corrective action (minor reprimand, written reprimand, suspension, reduction in pay or position, or removal) may result, the member will be immediately notified that such a result is possible. While a supervisor may retain private written notes to document the giving of an informal verbal counseling, such written notes shall not appear in a member's personnel file or other official records of the City or the Division. Documentation of corrective action of record shall only be kept in the member's master personnel file. Any such written notes or other documents found in any files or records in violation of the provisions of this Section shall be immediately removed.

Section 11.4. Chief's Hearing. For allegations that could result in suspension, reduction in pay or position, or removal, a member shall be afforded the opportunity for a hearing before the Chief or designee. This hearing shall be held within thirty (30) days after the investigation of the member has been completed and submitted to the Chief. The member shall receive, at least three (3) days prior to the date of the hearing, written notice of (1) the date, time and place of the hearing, and (2) the specific allegations against the member which will be considered at the hearing.

If requested, at least seventy-two (72) hours before the hearing with the Chief, the member shall be given access to, and/or copies of, all documents and records in the possession of the City that comprise the current IA file or investigation file under review. At the hearing with the Chief or designee the member shall have right to counsel and/or Lodge representative but no right to call witnesses or cross-examine. The hearing may be recorded by either party with forty-eight (48) hours prior notice to the other party, and the Chief or designee shall again present the allegations being made against the Member and ask the Member to respond.

Within 14 days of the hearing, the Chief shall decide what discipline, if any, is appropriate and notify the member in writing of the same. If the Chief concludes that discipline is appropriate, the Chief shall prepare charge and specifications sheets and serve the accused member. Within seven (7) days after receiving the notification from the Chief, the accused shall notify the Chief whether he or she intends to proceed with a **City Manager's** Hearing or resolve the matter without a hearing as provided below.

Nothing shall preclude the Chief from continuing any investigation after the hearing with the Member.

A **City Manager's** hearing shall be conducted, unless one of the following applies:

1. The Chief imposes a disciplinary penalty that the accused member accepts. Any disciplinary penalty imposed by the Chief having financial consequences to the City requires the approval of the **City Manager**.
2. The Chief offers the accused member the opportunity to forfeit either accrued vacation or personal leave, up to a maximum of forty (40) hours' leave, and the member accepts, and the **City Manager** approves, this offer. Any such leave forfeiture shall be considered a suspension for disciplinary purposes.
3. The member waives the opportunity for a **City Manager's** hearing and allows the **City Manager** to issue findings without a hearing.
4. The member voluntarily separates from service.

Section 11.5. City Manager's Hearing. If a **City Manager's** hearing is convened pursuant to Section 11.4, it shall be conducted as follows:

- A. At this hearing, the affected member will be allowed to be represented by a Lodge representative or Lodge attorney and will be allowed to call witnesses material to the member's defense, including the reasonable issuance of mandatory subpoenas to City personnel/employees; The City and the Lodge will be given the opportunity to cross-examine any adverse witness. Hearings will be held in the Municipal Building, unless an alternate site is mutually agreed upon by both parties. All hearings may be recorded, and a copy of the recording shall be provided to the member at no charge, if the City and Lodge agree recording is appropriate. If the recording is transcribed by the City, then the member shall receive a copy of the transcribed recording, at no charge. If the Lodge transcribes the recording, then the City shall receive a copy at no charge.
- B. A member who is charged, or his or her Lodge representative or Lodge attorney, may make a written request for a continuance of the hearing. Such requests will be granted where practical and at the discretion of the **City Manager**. The length of the continuance shall be mutually agreed upon.
- C. A member who is charged, or the member's Lodge representative or Lodge attorney, may make written request directly to the Chief to review the member's personnel files. Such request will be granted immediately by the Chief of Police in the case of a pending **City Manager** hearing.
- D. The hearing shall be held not earlier than seven (7) days nor later than thirty (30) days after the member notifies the Chief of his or her intent to proceed to a **City Manager's** hearing.
- E. The **City Manager** shall issue a written decision including specific findings regarding the charges and specifications against the accused and shall notify the accused of the decision within fourteen (14) days after the hearing is adjourned. The notice required herein shall be given to the member personally before any public statement is made concerning the outcome of the **City Manager's** hearing.

Section 11.6. Appeals. Members may elect to appeal the decision of the **City Manager** on disciplinary matters that result in termination, suspension, reduction in rank or reduction in pay to arbitration. Appeal to arbitration shall require the approval of the Lodge President as provided in Section 6.1.

Section 11.7. Due Process Requirements. The following requirements shall apply to formal Internal Affairs Investigations conducted by the Department to investigate charges of wrongdoing against a member.

- A. Reasonably in advance of any administrative interview, but not less than forty-eight (48) hours, the member shall be provided a copy of the written citizen complaint and/or the allegations under investigation as reduced to writing.
- B. Administrative interviews shall be scheduled so that the member has a reasonable opportunity to obtain representation from the Lodge. A Lodge representative or Lodge Attorney shall be permitted to be present during the administrative interview.
- C. Upon request and reasonably in advance of any administrative interview (usually not less than forty-eight (48) hours), a Lodge representative, Lodge Attorney and/or member shall be provided a copy of the public records that compromise the Internal Affairs Investigation file consistent with the Ohio Public Records Act.
- D. All interviews shall be **recorded** by the City at the request of the City, Lodge representative or member. The City shall bear the cost of such **recording**, and transcript, if made. One copy of the **recording** or transcript shall be provided at no cost to the Lodge representative or member upon request. If requested, the City shall provide any **recording** or transcript to the member, his or her Lodge representative, or his or her Lodge attorney.
- E. No disciplinary action will be taken on anonymous complaints unless there is sufficient corroborative evidence.
- F. No member under investigation or member called as a witness shall be charged with insubordination for failing to answer questions at an administrative interview unless the member is first advised that such failure may be the basis for insubordination charges.
- G. Notification shall be provided to the member upon conclusion of the investigation as to its outcome.
- H. No polygraph examination or other purported truth verification examination of the member shall be conducted without the member's consent.
- I. Subparagraphs B, D, F, H and K shall apply to members interviewed as witnesses. The member interviewed as a witness shall be advised prior to questioning of the nature of the investigation, administrative or criminal. While a member interviewed as a witness shall be allowed prior to the initiation of questioning to view a copy of the citizen complaint and/or the allegations under investigation, as reduced to writing, the City is not required to give the member a copy of the citizen complaint and/or the allegations under investigation, as reduced to writing.

- J. The member is to be advised at the beginning of the interview whether it is a criminal or an administrative investigation interview. If the matter under investigation is criminal in nature, the member's failure to answer a question shall not be considered insubordination. If the interview becomes criminal in nature, then all questioning must stop until the member is given ample opportunity to obtain either Lodge representative or Lodge attorney. A member who refuses to answer questions or participate in an investigation shall not be charged with insubordination or like offense where such refusal is premised on an exercise of his or her constitutional rights or a violation of this Contract in a criminal allegation.
- K. Any interview will be conducted insofar as practical 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 attention to physical necessities.

Section 11.8. Duration of Records. All actions of record as defined in Section 11.3 will be maintained in each member's personnel file consistent with the following retention schedule and subject to approval of the City of Hilliard Records Commission and as approved by state archives retention schedule. Unfounded or unsubstantiated complaints or allegations shall not be considered in further corrective action, promotional considerations, or future transfer considerations. The parties shall jointly request the City of Hilliard Records Commission to approve the following record retention schedule:

- A. Records on minor reprimand shall be removed eighteen (18) months after the date of the incident which gave rise to the minor reprimand.
- B. Records on a written reprimand shall be removed thirty (30) months after the date of the incident which gave rise to the written reprimand.
- C. Records on a suspension of less than five (5) days shall be removed four (4) years after the suspension was issued.
- D. Records on a suspension of five (5) days or more shall be removed six (6) years after the suspension was issued.
- E. If there is a reoccurrence of any additional disciplinary action for either a more serious or similar or related offense, any of the records referenced in subparagraphs (A) through (D) above, become part of a subsequent disciplinary action and may continue to be maintained beyond its original retention until such time as the retention of the subsequent action expires.
- F. Records which have been approved for removal from a member's personnel file shall be forwarded to the Law Director who will approve destruction of the records unless destruction is prohibited by law, the records pertain to pending litigation, or the statute of limitations for potential litigation has not expired. The Law Director shall review the records to determine whether the records have any value to the City for litigation, criminal prosecution or criminal defense purposes. If the Law Director determines that records have no litigation, criminal prosecution or criminal defense value, the records shall be destroyed. In the event that the Law

Director does not permit the destruction of a record, that record will be retained by the City until such time as retention is no longer necessary.

Section 11.9. Review of Personnel Files. Every member shall be allowed to review his or her personnel file at any reasonable time upon written request to the Chief. Members' personnel files shall not be available for review by anyone except as required by Ohio public records law. Any member may copy documents in his or her 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 forty-eight hours prior to the City's intended compliance with the request, provided the member is available. Within this forty-eight (48) hour period, the member shall have access to his or her personnel file before the City's prompt response to the public records request if the member is available and so desires. If the member is not available, the Lodge representative will be immediately notified.

Section 11.10. Inaccurate Documents. Should any member have reason to believe that there are inaccuracies in documents contained in his or her personnel file, the member may notify the Chief in writing of the alleged inaccuracy. Material will be removed from the file and destroyed as provided by law when a member's claim is sustained by the Chief. If the accuracy or fairness of the documentation cannot be mutually agreed upon, then such disagreement may be clarified by utilization of the grievance/arbitration procedure. The member shall also have the right to submit a written statement detailing his or her objections to the materials in question. If such statement is prepared, it shall be attached to the material objected to by the member. Nothing herein shall apply to finalized disciplinary action

Section 11.11. Performance Evaluations. A member's signature on any performance evaluation shall be viewed by the parties hereto only as representation that the member has read it and shall not be viewed as a representation that the member has concurred in any or all of the contents or comments thereon. The member shall be the last person to sign a performance evaluation and no comments may be made on record copies thereafter. The member shall receive a copy of the evaluation in its final form when he or she signs it.

Section 11.12. Placement of Material in Personnel File. No document, which does not include as a part of its normal distribution a copy to the member or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in the member's personnel file.

Section 11.13. Personnel Files. The City shall maintain each member's personnel file. The provisions of Section 11.9 shall apply to a member's financial and tax files maintained by the Finance Department and a member's medical and benefits files maintained by the Human Resources Department.

Section 11.14. Divisional Board of Review. The Divisional Board of Review is a peer review panel, the function of which is consideration of departmental awards recommendations and to

forward its recommendations in these matters to the Chief of Police. The Division Board of Review will meet at least once annually.

- A. The Divisional Board of Review shall consist of seven (7) voting members and shall be comprised as follows:
1. The Chief of Police, in the capacity of a non-voting ex-officio member.
 2. Two (2) Bureau Commanders shall be voting members of the Board and shall be elected by a vote of all members of the bargaining unit holding the rank above Sergeant. One (1) alternate shall also be elected by those members.
 3. The senior voting member available at the proceedings shall be the President of the Board.
 4. Two (2) Sergeants shall be voting members of the Board and shall be elected by a vote of all members holding the rank of Sergeant. One (1) alternate shall also be elected by those members.
 5. Three (3) Police Officers shall be voting members of the Board and shall be elected by a vote of all members in the rank of Police Officer. One (1) alternate shall also be elected by those members. No probationary Police Officer shall be eligible to serve on the Board during his or her probationary period. These voting members shall be elected annually in December and shall take office effective January 1 and shall not serve two (2) consecutive years as members of the Board.
 6. Disqualification and Substitution of Board Members:
 - (a) A member may be disqualified from being elected to the Board if he or she has served a suspension from duty without pay within the past two (2) years. This disqualification shall be at the sole discretion of the **Chief of Police**.
 - (b) If an elected Police Officer is disqualified or is promoted to Sergeant, the members in the rank of Police Officer will vote and elect another eligible Police Officer to serve the remainder of the term. Such elected member shall be eligible to be elected for an additional term, provided that his or her initial election is for less than six (6) months.
 7. The President of the Board shall appoint one (1) member of the Board to act as Recorder for that proceeding.
 8. A quorum of four (4) voting members shall be necessary to commence any proceeding. If the President of the Board is not present, the next senior voting member shall be the President Pro-Tem for that session.

ARTICLE 12. WORK RULES AND DIRECTIVES

Section 12.1. Work Rules and Directives. The City agrees that to the extent possible, work rules shall be reduced to writing and provided to all members in advance of their enforcement. Any charge by a member that a work rule or Divisional directive is in violation of this Contract, 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 representatives copies of any revised or new work rules and the departmental directives in advance of their intended effective dates.

ARTICLE 13. LABOR RELATIONS MEETINGS

Section 13.1. Philosophy. The City and the Lodge agree to create and maintain Labor Relations meetings as an active forum for the exploration of mutual concerns.

Labor Relations meetings are an adjunct to the collective bargaining process and an aid in implementing and maintaining the Contract. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining which represent impediments to a quality work environment or which lessen the Division's ability to deliver police service in the most efficient manner possible. Unless the parties mutually agree otherwise, no issue which is the subject of a formal grievance will be discussed or decided in this forum; however, circumstances in the Department which could, if not addressed, give rise to grievances are proper subjects of discussion.

Section 13.2. Commitments. Jointly the City and the Lodge represent that:

- A. They will use the forum for constructive resolution of difficult issues.
- B. They will make every effort to develop a mutually agreed upon agenda for such meetings.
- C. They will recognize their separate viewpoints on and responsibilities for issues and attempt to hear the viewpoints of others with the objective of finding constructive resolutions for problems.
- D. The City represents that:
 - 1. It will work in good faith with the Lodge to reach consensus on the best means of resolving issues.
 - 2. It will provide the time necessary for the activities growing out of the implementation of this Article and will participate with the Lodge in the costs of any supplemental services necessary to its operation, in an amount and duration mutually agreed upon.
 - 3. For each person assigned to represent either party at the Labor Relations Meetings, the City will consider such service to be a part of his or her job duties.
- E. The Lodge represents that:
 - 1. It will work in good faith with the City to reach consensus on the best means for resolving issues.

2. It will provide the time necessary for the activities growing out of implementation of this Article and will participate with the City in the costs of any supplemental services necessary to its operation, in an amount and duration mutually agreed upon.
3. It will take whatever actions are necessary to keep the members informed about developments in the Labor Relations Meetings and decisions made through this process.

Section 13.3. Structure. At Labor Relations meetings the City Chair will be the **City Manager** or designee, and the Chief will also serve as a City Representative. The Lodge Chair will be the President of the Lodge or designee. The Lodge President will appoint no more than five (5) members as Lodge Representatives. The City and the Lodge shall each bring a total of no more than five (5) representatives. Either the City or the Lodge may, with prior notice, bring additional representatives it believes would be helpful in addressing issues.

Section 13.4. Meetings. The parties shall meet quarterly, unless either the City or the Lodge calls for more frequent meetings. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items.

Section 13.5 Identification of Representatives. The Lodge President shall annually notify the Chief in writing the name of the Lodge designated Labor Relations Representatives and Grievance Representatives.

ARTICLE 14. PROMOTIONS

Section 14.1. Promotion Process. For any promotions, the provisions of the Division of Police Promotion Policy #1002 will govern the process to be followed.

ARTICLE 15. POLITICAL ACTIVITY

Section 15.1. Political Activity. In addition to other rights, a member may participate in the Lodge Political Screening Committee which supports partisan activity. A member may serve on the Lodge Political Screening Committee or take such other action which would fall within such purview of said Committee provided that such activity is undertaken while the officer is off-duty and not in identifiable uniform.

ARTICLE 16. LAYOFFS/JOB ABOLISHMENT

Section 16.1. Layoffs. When it becomes necessary through lack of work or lack of funds, to reduce the work force in the Division, the youngest member in point of service shall be first laid off and any layoff thereafter shall be by reverse seniority. Lack of funds means the City has a current deficiency to maintain current, or to sustain, projected levels of staffing operations. A lack of work means the City has a current or projected decrease in workload, expected to last less than 1 year, which requires the reduction of current or projected staffing levels.

Section 16.2. Job Abolishment. Members may be laid off as a result of abolishment of positions. When a position above the rank of Police Officer is abolished, the incumbent shall displace the next less senior member in his or her rank, the incumbent shall displace the next youngest officer in the next lower rank and the youngest member in the next lower rank shall be allowed to displace, and so on down until the youngest member in point of service has been reached, who shall be laid off. The City may abolish positions as a result of reorganization for the efficient operation of the Division, for reasons of economy, or for lack of funds.

Section 16.3. Notice of Action. The City shall provide a member who is to be laid off or displaced with notice of said action at least twenty-eight (28) calendar days prior to said action. The notice is to be sent by certified mail, return receipt requested, to the member's home address of record or hand delivered to the member such that the notice is received on or before the twenty-eighth (28th) day prior to the layoff or displacement action. If said notice is hand delivered, the recipient shall sign receipt for the same. The notice shall contain the following information:

- A. The rationale for layoff or displacement;
- B. The effective date of the layoff or displacement;
- C. A listing detailing the member's seniority in relation to other members of both bargaining units;
- D. The right of member to appeal to the **Personnel Review Board** or to bring this action directly to binding arbitration in accordance with Article 6 of this Contract and the time-frame within which an appeal is to be brought.
- E. A statement advising the member of his or her reinstatement rights;
- F. A statement advising the member of his or her responsibility to maintain a current address with the Department.

Section 16.4. Appeals. Members may elect to appeal from a layoff or displacement action either to the **Personnel Review Board** or directly to binding arbitration, with the approval of the Lodge President, as provided in Section 6.1. If an appeal is taken to the **Personnel Review Board**, and the **Board** accepts jurisdiction over the matter, the member is precluded from electing to take this matter to arbitration.

Section 16.5. Reinstatement. If within three (3) years from the date of a job abolishment, any of the following three (3) events occur: (a) an abolished position is recreated or reestablished; (b) a vacancy occurs through death, resignation, or any other cause; or (c) a new position is added within the bargaining units; then the most senior member in the point of service of those laid off shall be entitled to the position, provided said member at the time of separation had successfully completed the initial probationary period and is otherwise qualified for the position.

If any member, laid off or displaced as described in this Article, enters into the active services of the Army, Navy, Marine Corp, or other Armed Services of the United States, the period such member serves therein shall not be considered in the determination of the three (3) years stipulated as a maximum time within which reinstatement shall be made; such three year period shall be computed exclusive of the time the member spent in the Armed Services.

ARTICLE 17. MISCELLANEOUS

Section 17.1. Safety. The City will furnish and will maintain in the best possible working condition the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

Section 17.2. Agreement Copies. As soon as is possible following the signing of this Agreement, the City and the Lodge shall distribute a sufficient number of copies of this Contract for all members and City Officials. Twenty (20) copies shall be provided to the City and the remainder shall be provided to the Lodge for distribution to members. Actual cost of printing this Contract, and any future printing beyond the copies specified herein in an amount the parties may later agree as necessary, shall be shared equally by the City and the Lodge. The Lodge shall be responsible for distributing copies to current members. New members who are hired during the life of this Contract will be provided copies by the City.

Section 17.3. Personal Mail. Mail which is addressed to an individual member shall not be opened by anyone other than the individual to whom it is addressed, unless the individual member has specifically provided written authorization to the contrary. Members shall not voluntarily use the Department's address for personal mail.

Section 17.4. Personal Storage. Desks, lockers, file cabinets used by members for storing job related materials shall be free from intrusion by anyone except with the knowledge and consent of the member or by court order, or under all of the following conditions:

- A. By order of the **City Manager**, Chief or designee;
- B. Upon the showing of need with regard to the Division's mission;
- C. In the presence of a witness. Should the Division exercise its right to open a desk, locker or file cabinet as set forth above, it shall immediately notify the member that it did so, together with a brief description of what it was searching for and what was found.

Section 17.5. Outside Employment Prohibitions. The Lodge and City agree to follow past practices and existing department policy as to outside employment prohibitions.

Section 17.6. Orientation Session. The Lodge President, or designee, shall be afforded an opportunity to meet in private with members on duty on each shift, for no more than one (1) hour, to explain the provisions of this Contract. This meeting shall be scheduled within thirty (30) days of the City's distribution of the Contract copies to current members. Members shall be paid their regular rate of pay for attendance at an orientation session.

Section 17.7 Bi-Annual Meetings. The Chief may schedule and conduct, with at least thirty (30) days advance notice to Members, up to two bi-annual meetings of employees, including Members, in the Division of Police for the purpose of discussing matters of mutual interest. Attendance at such meetings shall be mandatory, so long as members are not required to attend

on days for which they are scheduled to take previously approved leave. Notwithstanding any other provision of this Agreement to the contrary, Members who attend such meetings, irrespective of their duration, shall be compensated for actual hours in attendance at the meeting, with a minimum of two (2) hours compensation, at his or her applicable regular or overtime hourly rate of pay.

Section 17.8 Employee Assistance Program. The City shall provide an Employee Assistance Program ("EAP.") The City shall maintain administrative control of the EAP, shall have the authority to determine program provider(s), and shall continue the EAP under the terms generally provided to the employees of the City other than those covered by a labor contract. The City, in its sole discretion, may modify such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the City other than those covered by a labor contract.

The City and the Lodge recognize the significance of member's personal problems and the effect those problems may have on personal well-being and productivity. Professional assistance is encouraged and may be sought by members with problems such as those related to stress, substance abuse, mental or emotional illness, finances, legal issues or family crisis; however, member participation shall be strictly voluntary and participation shall not be held against a member. Members participating in this program should be aware that treatment records may be maintained and such records shall remain confidential to the full extent of the law. To the extent practicable, the Human Resources Director and/or a Human Resources staff member designated as the EAP coordinator shall be the only persons informed of any such request or any treatment that may be given, and they shall hold such information in confidence; however, the Human Resources Director may give notice to the **City Manager**, Police Chief or designee and legal counsel to the extent that such notice may be required to assure the safety of the member and public and any such information shall also be available to a Lodge officer or attorney to whom disclosure is specifically authorized, in writing, by the member.

ARTICLE 18. WAGES

Section 18.1. Wage Schedule. A general wage schedule for all members is provided below for calendar years 2023, 2024 and 2025, beginning January 1, 2023 and ending December 31, 2025. Grade "A" of the wage schedule(s) shall be for those members in the classification of Police Officer, Grade "B" shall be for Police Sergeant, and Grade "C" shall be for Police Lieutenant. Payment of wages will be on an hourly rate based on eighty (80) hours in a pay period and 2080 hours in a calendar year.

Police Department Wage Structure				
Annual Base Wage Rates Jan 1-Dec 31				
	2022	2023	2024	2025
Increase %		3.50%	3.50%	3.50%
Grade A: OFFICER				
SUB A	\$30.476	\$31.543	\$32.647	\$33.789
SUB B	\$32.609	\$33.750	\$34.932	\$36.154
Step 1	\$35.383	\$36.621	\$37.903	\$39.230
Step 2	\$38.744	\$40.100	\$41.504	\$42.956
Step 3	\$43.003	\$44.508	\$46.066	\$47.678
Step 4	\$48.901	\$50.613	\$52.384	\$54.217
Grade B: SERGEANT				
Step 1	\$53.017	\$54.873	\$56.793	\$58.781
Step 2	\$57.134	\$59.134	\$61.203	\$63.345
Grade C: LIEUTENANT				
Step 1	\$58.133	\$60.168	\$62.274	\$64.453
Step 2	\$62.401	\$64.585	\$66.846	\$69.185

Lieutenants will be issued a take home vehicle to be used for business purposes pursuant to City and Division policy. **Lieutenants must reside within approximately a 40-minute travel time, at legal speed, from police headquarters to be issued a city vehicle.**

Section 18.2. Wage Steps – Police Officers. Police Officers shall be compensated in accordance with the following:

- A. At the time of initial hire, a Police Officer not possessing an Ohio Peace Officer's Training Council Basic Training Certificate shall be placed in Sub-Step "A" until such time as he or she is awarded said certificate.
- B. At the time of initial hire, a Police Officer possessing an Ohio Peace Officer's Training Council Basic Training Certificate from a certified Basic Police Training Academy acceptable to the Chief of Police initially may be placed in the wage schedule from Sub-Step "B" up to Step "4" at the sole discretion of the Chief of Police. The Chief of Police is authorized (but not required) to recognize the past relevant experience of newly hired certified officers in determining their placement within the wage schedule; and, if an applicant is initially placed at Sub-Step "B" or above, he or she shall advance to the next applicable step in the usual and customary course; provided that no newly hired certified officer shall advance to the next step of the wage schedule unless he or she has successfully completed the Division Field Training Program, as determined by the Chief of Police. Upon said successful completion of the Division Field Training Program, the Member initially placed in Sub-Step "B" at their time of hire shall be placed in Step "1".

1. Determination as to whether a Police Academy is acceptable to the Division of Police shall be at the sole discretion of the Chief of Police.
- C. A Police Officer shall not be advanced to Step "2" until such time as he or she has completed eighteen (18) months total time in service with the Division as a Police Officer.
- D. A Police Officer shall not be advanced to Step "3" until such time as he or she has completed **twelve (12) months total** time in service with the Division as a Police Officer **at Step 2**.
- E. A Police Officer shall not be advanced to Step "4" until such time as he or she has completed **twelve (12) months total** time in service with the Division as a Police Officer **at Step 3**.
- F. Advancements within the above steps shall occur upon satisfactory job performance. All advancements from step to step shall be effective on the first day of the pay period immediately subsequent to completion of the required service.
- G. A newly hired member's advanced placement within the wage schedule, as permitted by Section 18.2 B., above, does not afford the member any additional seniority or other privileges other than the pay rate established by the applicable step of the wage schedule. For avoidance of doubt, the applicable probationary period **of one year worked post-completion of Field Training** will still apply.

Section 18.3. Wage Steps - Sergeant, Lieutenant.

- A. A Police Officer promoted to Sergeant shall be compensated at Step "1" rate, which shall be the beginning rate of that rank. After completion of twelve (12) months in Step "1" the member shall be advanced to Step "2".
- B. A Sergeant promoted to Lieutenant shall be compensated at Step "1" rate, which shall be the beginning rate of that rank. After completion of twelve (12) months in Step "1" the member shall be advanced to Step "2".

Section 18.4. New Rank or Position. The wage schedule for any newly created rank or position covered by this Contract within the Division shall be negotiated by the City and the Lodge, prior to implementation, in accordance with the provisions of this Contract.

Section 18.5. Promotion. Whenever a member is promoted, his or her rate of pay shall be changed to the beginning step of the higher rank effective on date of promotion.

Section 18.6. Reduction in Rank. Whenever a member is reduced in rank the member shall be paid in the same pay step in the lower rank as the member was paid in the rank from which he or she was reduced, but in no case lower than the pay step previously held in the lower rank.

Section 18.7. Reemployment. Whenever a member is reappointed or reemployed in the same rank within one (1) year of separation, his or her rate shall be paid at the same step in which he

or she was paid at the time of separation. However, the member may agree to waive in writing his or her rights under this Section.

Section 18.8. Work Schedule. Each member shall be scheduled for at least forty (40) work hours per workweek. Such workweek for pay purposes shall begin at 7:00 A.M. each Saturday.

- A. Members shall be assigned to the hours of the day they will work. Members shall be entitled to two (2) consecutive days off each workweek. A member's hours of work and days off are part of his or her assignment.
- B. Whenever a member is required to work on a scheduled day off, the member shall be compensated at one and one half (1 1/2) times his or her regular hourly rate of pay on the first scheduled day off. Work performed on the member's second scheduled day off shall be compensated at two (2) times the member's regular hourly rate of pay. If the member volunteers for a duty on the member's second scheduled day off, the member shall be compensated at one and one half (1 1/2) time his or her regularly hour rate of pay.
- C. Whenever a member is required to work more than five (5) consecutive days between scheduled days off all hours worked on the sixth (6th) consecutive day shall be compensated at time and one half (1 1/2) the member's regular hourly rate of pay. All hours worked on the seventh (7th) consecutive day shall be compensated at two (2) times the member's regular hourly rate of pay. The eighth and other consecutive days shall be compensated at the member's regular rate of pay.
- D. Notwithstanding paragraphs B and C above, the two (2) times hourly rate of pay will not apply to: (1) supervisors who fill a supervisory vacancy in overtime status; and (2) hours worked by a Member for attendance at a class, school or training program.
- E. Notwithstanding paragraphs A through C above, upon request of the Member, if approved by the City a Member's work schedule and days off may be adjusted within a pay period for attendance at a class, school, training program or other special event.

Section 18.9. Job Assignments.

- A. Shift assignments will be posted by the Division and members will select their choice of assignment based on their seniority as sworn members in the applicable rank. Nothing herein shall affect the Chief's authority to make temporary changes in shift assignments due to operational necessity.
- B. There will be no changes for at least six (6) months after the new assignment schedule is implemented.
- C. Upon the vacancy of any assignment in the Division, the Chief shall post this vacancy for fourteen (14) calendar days. All members, excluding Police Officers in their original probationary period, will be able to apply for the vacancy. After the fourteen (14) calendar days, the Chief shall post a list of all applicants.
- D. For assignments other than shift assignments, the Division will utilize an application and review policy. The Chief will conduct an interview and will then consider skills, abilities, work performance and seniority when making the selection for the assignment. The Chief shall select the member for the assignment within twenty-one (21) calendar days from the

closing date of the application period. However, the date the member first works the assignment shall be discretionary with the Chief. Assignment selections shall not be subject to the grievance procedure; however, a member may request a reason why he or she was not selected.

Section 18.10. Pay Periods. Pay period shall be bi-weekly, corresponding to the above-described workweeks. Payroll checks shall be made available to members no later than 12:00 noon on the Thursday following the end of the pay period, unless such schedule cannot be complied with due to mechanical failure or the City's observance of a holiday, in which case the checks shall be issued as soon as possible. The City shall have the ability to revise the day of the week on which checks are issued so long as such revised day falls within the week immediately following the expiration of the preceding pay period.

Section 18.11. Working Out of Rank. When a member is required to perform the duties of the next higher rank and is so designated by either the Chief of Police or the Director of Public Safety, he or she shall be compensated at the rate of pay of the next higher rank when he or she serves in that capacity as follows: a Police Officer working as a Sergeant shall be compensated one hour for each full one hour increment worked out of rank and a Sergeant working as a Lieutenant shall be compensated eight hours **at Lieutenant Step 2** for each full eight hour increment worked out of rank. Members working out of rank shall not be compensated at the rate of pay of the next higher rank for time worked out of rank less than the minimum one hour or eight-hour increment. A Sergeant working as a Lieutenant will not be provided a take home car as a part of the out of rank compensation.

ARTICLE 19. UNIFORMS AND EQUIPMENT

Section 19.1. Uniforms and Equipment. The **City Manager** may prescribe rules and regulations pertaining to proper wear of the official uniform and associated equipment. The standard issue of uniforms and equipment shall be as provided in Section 19.6. The standard issue shall be provided to each member by the City at no cost to the member. The City shall purchase such initial and replacement items that may be required to insure that each member is equipped with the prescribed standard issue in serviceable condition. The standard issue shall be changed only by agreement between the **City Manager** and the Lodge. Whenever a piece of uniform or equipment is worn or damaged in the line of duty to the point that it is unserviceable, it shall be turned in and replaced by the City as soon as possible at no cost to the member. If damage is due to the member's negligence the item shall be replaced at the member's expense. Any appeal to this Section shall rest with the **City Manager**.

Section 19.2. Civilian Clothing. Members assigned to plain clothes or administrative duties shall be permitted to purchase civilian clothing and components with an initial allowance for the first year of service, and an annual allowance for each year thereafter, in that assignment. The annual allowance shall be \$1000.00. Clothing selected shall be at the discretion of the member, but shall be moderately conservative in style, cut, and color, and shall be acceptable to the local business community, as determined by the Chief. Any appeal to this Section shall rest with the **City Manager**.

- A. Within thirty (30) days of initial assignment to a plainclothes or administrative assignment the City shall remit to the member, by check, the applicable initial allowance amount as indicated above.
- B. The City shall remit, by check, to the member assigned to plainclothes or administrative duty, the appropriate annual allowance amount, as indicated above. This allowance will be paid no later than February 1st of each calendar year, except as follows:
 - 1. If the member was initially assigned to plain clothes or administrative duties between July 1 through September 30, inclusive, of the previous year then the annual allowance paid for that year shall be reduced by one-half of the above stated amount.
 - 2. If the member was initially assigned to plain-clothes or administrative duties between October 1 and December 31, inclusive, of the previous year, then no annual allowance is to be paid for that year.
- C. Any civilian clothing and/or components lost, or damaged to the point of being unserviceable, in the line of duty shall be replaced by the City as soon as possible at no charge to any current or subsequent allowance. This does not include normal wear and tear. If loss or damage is due to the member's negligence the item shall be replaced at the member's expense. Any appeal to this section rests with the **City Manager**.

Section 19.3. Dry Cleaning. In addition to the uniform/equipment issue and the plainclothes allowances, as set forth in Section 19.2, each member shall be entitled to dry cleaning/repair of uniforms, and civilian clothing in the case of members entitled to the plain clothes allowance, to a maximum of **Eighty Dollars (\$80.00)** per month. The City will select a dry cleaning/clothing establishment in the City. Any portion of the allowance not used by the member by the first day of the next month shall be deemed forfeited by the member except the clothing/uniforms in the possession of the selected establishment prior to the last day of the month may be paid for with that month's script.

Section 19.4. Personal Property. The City shall replace or repair any personal property of the member lost or damaged in the line of duty. Such personal property shall include, but not be limited to, prescription eye wear, contact lenses, dentures, and wristwatches. This repair or replacement shall not apply to any loss or damage due to the member's own negligence. Any article routinely possessed on duty by the member, the value of which is in excess of \$300.00, shall be reported to the Chief of Police prior to any loss or damage or the same shall not be covered by this repair or replacement. If a member's personally owned weapon is lost or damaged in the line of duty, the City will replace the weapon at the fair market value of that weapon. The City shall have the right to refuse to replace or repair a member's personally owned weapon if the amount of repair or replacement is in excess of \$500.00, or any other item if the amount of repair or replacement is in excess of \$300.00; however, such refusal is a legitimate item for a grievance.

- A. The member must report to the Chief of Police the loss or damage of the item and the circumstances surrounding such loss or damage within seven (7) days of the loss/damage, or within seven (7) days after the discovery of the loss/damage of the item.

- B. Nothing in this Contract shall prohibit the member from pursuing against the perpetrator of the loss/damage any criminal and/or civil charges as may be legally permissible. The City shall be subrogated to any and all rights the member may have had to such loss to the extent of the City's payment.
- C. The amount of liability of the City shall be reduced by any amount the member is reimbursed by any insurance carrier for which the premium is paid in total by the City.
- D. The City will not pay for any lost or damaged personal property that would otherwise be provided by the City as part of the standard issue.

Section 19.5. Ownership. All uniforms and equipment purchased by the City, except the civilian clothing and components purchased pursuant to Section 19.2, is deemed the property of the City. Uniform maintenance allowance and civilian clothing allowances are the property of the member who receives said allowances. Upon retirement, in good standing, a member shall be permitted to purchase his or her City-issued weapon for One Dollar (\$1.00), provided the same is permissible by law.

Section 19.6. Standard Issue Uniforms and Equipment.

The standard issue of uniform and equipment will include at the minimum:

<u>QUANTITY</u>	<u>ITEM</u>
6 pair	Uniform trousers
6 each	Short sleeve uniform shirt
6 each	Long sleeve uniform shirt
1 each	Winter coat w/liner
1 each	Reversible raincoat w/cover
1 each	Inner and Outer Uniform belt
1 each	Magazine pouch
2 each	Magazines
2 pair	Handcuffs
1 each	Service Weapon holster
1 each	Flashlight carrier
2 each	Ties, clip-on type
1 pair	Black gloves, leather
1 each	Tie tack
1 each	Dress shoes
1 each	Protective helmet
1 each	Chemical mace w/carrier
1 each	Eight-point hat w/vinyl cover and chin strap
1 each	Winter hat with ear flaps
1 each	Expandable Baton and Carrier
1 pair	Patrol boots
4 each	Belt keepers
1 each	Double Handcuff case
1 each	1 each Service Weapon
	Traffic Vest

2 each	Badges
1 each	Equipment bag
1 each	Rechargeable flashlight
2 each	Turtleneck shirts
1 each	Protective vest chosen with the input of the member, w/two (2) undershirt covers replaced as recommended or before designated lifetime of the vest.

Section 19.7 Review Committee. During the term of this Contract, the City and the Lodge shall establish a committee to review uniform and equipment issuance and civilian clothing selections. The Lodge President shall appoint three (3) members to this Committee and the **City Manager** shall appoint three (3) individuals to this Committee. Any recommendations made by this Committee shall be subject to approval by the Lodge and the City.

ARTICLE 20. INSURANCE

Section 20.1 Employee Insurance. The City shall provide all Members with health insurance benefits, including dental, vision and prescription benefits, under the group insurance and benefit plans generally provided to the employees of the City, and on the same terms and conditions on which those benefits are provided to employees of the City other than those covered by other labor contracts. **Premiums for benefit plans shall be collected bi-weekly.**

The City, in its sole discretion, may modify such benefits, the City's and employees' share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, when and as it deems necessary, for any reason so long as any such modifications are also applicable generally to employees of the City other than those covered by other labor contracts.

Section 20.2. Changes to Insurance Plans. If the City decides to change any or all insurance benefits consistent with 20.1 above, it will inform the Lodge at least 30 days prior to the effective date of the change.

Section 20.3. Life Insurance. Life insurance coverage for each member shall be in the amount of \$100,000. The selection of the insurance carrier shall be by the City. The City shall pay the full cost of coverage.

ARTICLE 21. HOLIDAYS AND PERSONAL DAYS

Section 21.1. Holidays. In addition to any other day declared to be a holiday by the City, all members shall be authorized to observe New Year's Day, **Martin Luther King Jr. Day**, President's Day, Memorial Day, **Juneteenth**, Labor Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day, and shall be entitled to eight (8) hours "holiday pay" for those days.

Section 21.2. Holiday/Personal Days. In addition to the legal holidays set forth above all members shall be authorized to observe **four (4)** additional holidays, designated as "personal days". The City may purchase one (1) personal day per year at eight (8) hours at the member's regular hourly rate of pay, if scheduling prohibits the granting of a member's request to use a personal day. New members shall receive one (1) personal day for every four months employed. The Chief may cancel approved personal days in times of emergency or need, or for mandatory court appearances. The member shall not be charged for the use of a personal day on days in which the member is required to work under these provisions. In addition, the member shall be paid at least eight (8) hours. Subject to any overtime and/or holiday provisions, compensation shall be at least one and one-half times the regular rate of pay.

Section 21.3. Personal Day Scheduling. Subject to 21.2, the use of personal days shall be taken at the discretion of the member, subject to a one (1) hour call-off prior to the start of the members' tour of duty. Personal days may not be used on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and the City's Fourth of July Celebration.

Section 21.4. Holiday Pay/Scheduling.

- A. **The Chief of Police shall have the right to establish the work schedule for members on New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day, providing the same does not fall below minimum manning levels as established by this Contract.**
- B. Members required to work on a legal holiday shall receive compensation at a rate equal to one and one half times their regular hourly rate for hours worked, except if the holiday falls on the member's second day off and then the member shall be compensated at twice the regular hourly rate of pay. If a member works less than eight (8) hours on a legal holiday then that member shall be compensated at a rate equal to one and one half times his or her regular hourly rate for hours worked, except if the member is working his or her second day off the member will be compensated at twice their regular hourly rate for hours worked.
- C. The Division shall observe holidays on the day on which they fall.
- D. Members will be compensated at their straight hourly rates for each of the ten (10) holidays referred to in Section 21.1. Payment will be made no later than the second pay period in January of the next calendar year in a separate lump sum payment at the prior year's rate.

Section 21.5. Effect Upon Leave. If one of the holidays listed in Section 21.1 falls during a period when a member is on an approved vacation or sick leave, the member shall not be charged vacation or sick leave for that day.

Section 21.6. Payment at Separation. Upon separation, the member will be paid for the holidays that occurred during the calendar year prior to separation. Payment will be made with member's last payroll payment.

ARTICLE 22. SICK LEAVE

Section 22.1. Accrual. Each member shall be entitled to accumulate sick leave without limit, at the rate of 4.6 hours per pay period. No sick leave shall accrue in any pay period in which the member is in unpaid status for more than eight (8) hours of regularly scheduled work. Accruals will not be available for use until the following pay period. Accrued hours will be credited to the member's sick leave bank.

Section 22.2. Transferred Sick Leave Bank. Credit for verified unused, un-reimbursed sick leave accrued in employment with the State of Ohio or any political subdivision of the State (hereafter designated as "Transferred Sick Leave") shall be credited to a member's Transferred Sick Leave Bank, except that not more than 1 1/4 days of sick leave per month of employment with the State or such political subdivision, less sick leave taken, shall be credited. The Finance Director will determine acceptable documentation.

Section 22.3. Sick Leave Use. Members may use sick leave, at the member's regular rate of compensation, for absence from work due to personal illness; personal injury; personal exposure to contagious disease; necessary medical, optical or dental appointments or illness or death in the immediate family in the following manner:

- A. The member shall first use sick leave accrued as described under Section 22.1.
- B. The member shall use Transferred Sick Leave credited to his or her Transferred Sick Leave Bank as described in Section 22.2 only after all sick leave described in Section 22.1 has been used.

Section 22.4. Pregnancy. Pregnancy or childbirth-related medical conditions may be counted as personal illness. In addition, a pregnant member who is removed from regular duty at the direction of her physician shall be placed on a light duty status until it is determined she is no longer able to work. Light duty status is defined as restricting a member from performing regular police duties.

Section 22.5. Limitations. In an instance where a member uses sick leave for more than two (2) consecutive days, the **City Manager** may require that the member furnish a statement from an attending practitioner verifying that the use of sick leave was justified.

- A. A statement from an attending practitioner may also be required by the **City Manager** for a member's use of sick leave after the member has used in excess of forty (40) hours of sick leave in a calendar year. A member's failure to provide a requested statement may result in the mark-off being charged to absence without leave. Sick leave shall not be charged to the forty (40) hours referenced above, where the member shows proof of an office visit or consultation with an attending practitioner. Members may also be required to sign and submit a City of Hilliard "Request for Leave" form (as revised, 10-06) regarding the use of sick leave.
- B. Accumulated sick leave shall in no event be taken or used as a substitute for vacation leave.

- C. A member using sick leave for his or her own care may not work special duty within eight (8) hours after the end of the shift in which sick leave was used.

Section 22.6. Light Duty. A member who is able to return to light duty upon the recommendation of his or her attending practitioner, shall be permitted to perform such light duty, if the member is physically able to do so, as determined by an examination of a licensed physician selected by the City and the City has appropriate light duty available.

Section 22.7. Additional Payment. The City shall, upon certification of the **City Manager** or designee, pay the costs of all medication, physician's fees, and hospital services for injuries sustained in the course of and arising from City employment, if these costs are not paid in full by the Bureau of Workers' Compensation, the Industrial Commission of Ohio, or a City-financed insurance program.

Section 22.8. Conversion Upon Separation. Upon death, retirement, resignation or termination of employment not as a direct consequence of disciplinary action, a member shall be entitled to a conversion of any unused sick leave as described in Section 22.1 based on the following:

- A. A member shall be paid at the time of separation one (1) hour of sick leave for every two (2) hours of accumulated but unused sick leave, up to a maximum of 1000 hours of accumulated but unused sick leave and 500 hours of payments. Such payment shall be made at the rate of pay in effect at the time of separation. Members shall request such conversion in writing prior to the effective date of their separation or as soon as possible thereafter.
- B. In addition to the above, a member may, at the end of the calendar year, elect to receive a cash payment for unused sick leave as described in Section 22.1 (but not including Transferred Sick Leave Bank hours), not to exceed a total of sixty (60) hours, at the rate of pay in effect as of December 31st of that calendar year. Payment made pursuant to this paragraph shall be made in January of the next calendar year. Each member retiring, resigning, or terminating employment under the provisions of this article shall be furnished a statement by the Director of Finance stating the amount of non-reimbursed sick leave hours available to the member on the date of retirement, resignation or termination.
- C. In no event shall a member receive any pay out for Transferred Sick Leave Bank hours upon separation from employment.

Section 22.9. Rules and Procedures. The City may prescribe reasonable rules and procedures for the administering of sick leave and sick leave conversion, except that no such rule or procedure shall conflict with the provisions of this Contract.

Section 22.10. Medical Updates. If a member is sick or injured for an extended period of time, the City may require the member to furnish medical updates on his or her condition and prognosis at least every thirty (30) days or more often as may be reasonably deemed necessary by the Human Resources Director.

Section 22.11. Special Conversion. If a member is killed or dies while on duty, one hundred percent (100%) of his or her accumulated and unused sick leave as described in Section 22.1 as well as the “Transferred Sick Leave Bank” hours, as described in Section 22.2, shall be paid first to the member's spouse, or secondly to the member's estate, at the regular hourly rate of pay in effect at the time the member was killed or died while on duty.

Section 22.12 Sick Time Donation.

A. Immediate Family Defined

For purposes of this Section immediate family will carry the same definition as “immediate family” is defined for the purpose of Family Medical Leave by the City of Hilliard and includes, but is not limited to the employee, employee spouse, child, parent, or “in loco parentis”.

B. Intent

Employees may only donate or receive accrued sick leave to or from a fellow employee who is covered by this Agreement. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an extended catastrophic illness or injury of the employee or a member of the employee’s immediate family.

C. When an Employee May Receive Sick Leave

An employee may receive donated sick leave up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated sick leave or a member of the employee’s immediate family has a serious illness or injury, and the employee: has no accrued leave; and

1. has completed the new hire probationary period; and
2. has applied for any paid leave, Workers’ Compensation, or benefits program for which the employee is eligible; and
3. has applied for Family Medical Leave; and
4. has no abuse or patterned use of sick leave and/or leave without pay; and
5. has provided written verification that the catastrophic illness exists; and
6. is not a member of the donating employee’s immediate family as defined for the purpose of Family Medical Leave by the City of Hilliard; and
7. agrees to accept the leave under the terms of this article and completes any required form.

D. When an Employee May Donate Sick Leave

Employees may donate leave if the donating employee:

1. is not a member of the receiving employee’s immediate family as defined in the Sick Leave article of this Agreement;
2. voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned if used by the receiving employee;
3. donates a minimum of eight (8) hours, and a maximum of forty (40) hours, in eight (8) hour increments, subject to a maximum eighty (80) hour annual (based on calendar year) donation to any/all employees covered;
4. retains a sick leave balance of at least two hundred forty (240) hours;

5. completes any required form; and
6. no hours from an employee's Transferred Sick Leave Bank may be donated; only current sick leave hours balance may be used.

E. Administration of the Program

The sick leave donation program shall be administered on a pay period to pay period basis. When the Employer is made aware that an employee qualifies for donated sick leave under this Article, and if the Employer is authorized by the employee in need, a notice shall be posted at the Department stating the name of the Employee in need of the time, as well as how many hours are needed.

Employees wishing to donate sick leave time shall notify the Human Resources Director or designee of how many hours they wish to donate. Donations of sick leave time will be credited to and used by the receiving employee in the order of their submissions.

Employees receiving and using donated sick leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave accrued by an Employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall be considered sick leave for payroll purposes each pay period, as needed, but shall never be converted into a cash benefit. The Employer shall maintain such records as are necessary for the administration of this program. The Union and the Employer agree to coordinate efforts to assure effective implementation of this Article.

No hours from an employee's Transferred Sick Leave Bank may be donated; only current sick leave hours balance may be used.

F. Information Required in Order to Donate

Employees who wish to donate sick leave shall certify:

1. The name of the Employee for whom the donated leave is intended;
2. The number of hours to be donated; and
3. That the sick leave is donated voluntarily and the Employee understands that the donated leave will not be returned.

G. Requirement to Donate

No employee will be forced to donate sick leave. The Union and the Employer will respect an employee's right to privacy. However, the Union and/or Employer may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave donations from employees. The donation of sick leave pursuant to this Article shall occur on a strictly confidential and voluntary basis.

H. Program Not Grievable

Because donation of sick leave is strictly voluntary, neither donating employees, receiving employees, nor the Union, shall have the right to arbitrate any or all issues regarding the application of this Article/Section.

ARTICLE 23. VACATION LEAVE

Section 23.1. Vacation Accrual. Members shall accrue vacation leave, by pay period, at the annual rate set forth in the following schedule, based upon completed years of continuous full-time City employment. No vacation shall accrue in any pay period in which the member is in unpaid status for more than eight (8) hours of regularly scheduled work. Accruals shall not be available for use until the pay period following the accruals.

COMPLETED YEARS OF SERVICE	PAID VACATION HOURS	
	PER YEAR	PER PAY PERIOD
One (1) year of service	80 hours	3.1 hours
Five (5) years of service	120 hours	4.6 hours
Ten (10) years of service	160 hours	6.2 hours
Fifteen (15) years of service	200 hours	7.7 hours
Twenty (20) years of service	240 hours	9.2 hours

Section 23.2. Vacation Use. The use of vacation leave shall be subject to the approval of the Chief, except that no reasonable vacation leave request shall be denied. The Chief may prescribe reasonable rules and procedures for the administration of vacation leave except that conflicting requests for leave shall be decided on the basis of seniority based on anniversary date, and further no rule or procedure shall conflict with the provisions of this Contract.

- A. The Chief may cancel approved vacation leave in times of emergency or need, or for mandatory court appearances. The member shall not be charged for vacation leave on days in which the member is required to work under these provisions.

On any day in which a member's vacation leave is cancelled, the member shall be paid at least eight (8) hours. Subject to any overtime and/or holiday provisions, compensation shall be at least one and one-half (1 1/2) times the member's regular hourly rate of pay.

- B. Vacation leave shall be used in increments of one-half (.5) hour or more.
- C. For new hires or rehires, no vacation leave may be granted until the member has successfully completed his or her probationary period and accrued eighty (80) hours of vacation.

Section 23.3. Conditions. A member's vacation anniversary date shall be the beginning date of last continuous period of full time City employment, subject to adjustments as follows:

- A. Prior full-time periods of City employment shall be used in computing a member's vacation anniversary date.
- B. Credit for prior governmental service within the State of Ohio, in accordance with **City Policy** shall be used in computing a member's vacation anniversary date; once this anniversary date is set it will not be changed.

- C. Continuous or consecutive service under this section shall not be broken for periods of sick, injury, or disciplinary leave.
- D. No member may carry a balance in excess of 400 hours of vacation leave; provided, however, that those members who have a balance of vacation leave in excess of 400 hours as of January 1, 2005 may continue to carry up to that number of hours annually; and provided, further, that if a member who has in excess of 400 hours as of January 1, 2005 at any time reduces his or her balance below that January 1, 2005 level (but still in excess of 400), then that reduced balance shall become the member's new maximum balance.

Section 23.4. Pay-off Upon Separation or Death. A member who is to be separated through retirement, resignation or termination of employment not as a direct consequence of disciplinary action and who has unused vacation leave to his or her credit shall be paid in a lump sum for unused vacation leave. Such payment shall be in lieu of granting such member vacation leave after his or her last date of active service with the City, pursuant to the limits established herein. Such payment shall be paid at the member's hourly rate of pay at the time of separation. When a member dies while in paid status, any unused vacation leave to his or her credit shall be paid in a lump sum to the surviving spouse or, secondarily, to the estate of the deceased.

Section 23.5. Annual Pay-Off. Any member may request to be paid hour for hour for vacation hours earned but not used up to a maximum of eighty (80) hours. Payment for these hours will be at the rate of pay in effect on the payment date. This check will be paid on or about December 1, each year.

Section 23.6. Vacation Leave Policy. The City shall follow the "use it or lose it" policy with respect to vacation leave accruals, such that all vacation leave hours accrued in excess of the member's maximum balance following any annual pay-off as described in Section 23.5 must be used by December 31st of that year, or the hours will be dropped from the member's accrued balance.

ARTICLE 24. OTHER LEAVE

Section 24.1. Military, Jury Duty, Examination Leave, Special Leave and Funeral Leave.

Military Leave. A member who, as a member of the Ohio National Guard or as a reserve member of the Armed Forces of the United States, is called upon to receive military training or who is called to active duty, shall be entitled to a leave of absence with pay for a period or periods not to exceed twenty-two (22) eight (8) hour work days or 176 hours in any one (1) calendar year. A member qualifying for paid military leave who is called or ordered to the uniformed services for longer than the above period shall be paid for the remaining time beyond the first twenty-two (22) eight (8) hour work days or 176 hours at his or her regular compensation rate less whatever compensation the member may receive for such military service. If the member's military compensation exceeds the compensation the member is otherwise entitled to from the City, the member will not be entitled to any additional compensation from the City.

- A. Jury Duty. A member will be excused from work when called for jury duty. Such members shall be paid by the City his or her regular compensation for such time lost. Members serving jury duty shall, when temporarily excused by the Court, report for work at regularly scheduled hours whenever possible.
- B. Examination Leave. Time off with pay shall be allowed a member for participating in City civil service examinations or taking a required examination pertinent to his or her City employment before a State or Federal Licensing Board.
- C. Special Leave. In addition to other leaves authorized in this Contract, the **City Manager** may authorize special leaves of absence with or without pay, which exercise of discretion by the **City Manager** is not subject to a grievance.
- D. Funeral Leave. Leave with pay due to death of parents, (including spouse's parents) spouse or children shall be allowed and limited to a maximum of three (3) working days within the State of Ohio and five (5) working days outside of the State. Additional days may be taken, subject to the approval of the **City Manager**, and charged to sick leave, vacation leave or non-compensated time off.
- E. Funeral Leave. Leave with pay due to death of grandparents, grandparents-in-law, brothers/sisters, brother/sister-in-law, aunts, uncles, nieces, nephews, a legal guardian or the person who stands in the place of a parent shall be limited to a maximum of one (1) working day within the State of Ohio and two (2) working days outside of the State. Additional days may be taken, subject to the approval of the **City Manager**, and charged to sick leave, vacation leave or non-compensated time off.

ARTICLE 25. OVERTIME

Section 25.1. Overtime. A member performing overtime work, shall be compensated at one-and-one half (1 1/2) times his or her regular hourly rate of pay for all hours of work in excess of eight (8) hours per work day and at double time (2 times) his or her regular rate of pay for all hours of work on the second regularly scheduled day off. In computing overtime, all hours of actual work and hours in paid status (including vacation, sick leave, and injury leave) shall be counted as hours of work.

Section 25.2. Computation of Overtime Rate. A member's regular rate of pay for purposes of computation of overtime shall be calculated to include, as applicable, the following:

- A. Straight time hourly rate of pay;
- B. Shift differential hourly rate of pay;
- C. Working out of rank hourly rate of pay differential; and
- D. Annual service credit in the manner described herein:

The annual service credit amount will be divided by 2080 to determine an hourly amount. That hourly amount will be multiplied by .5 and then multiplied by the number of hours in excess of forty (40) worked in each workweek for the year.

A lump sum check for this additional overtime amount will be issued to the member in the second pay period in January.

Section 25.3. Show up Time. Whenever a member is required to report for overtime work, including necessary court appearances, the members shall be compensated for at least three (3) hours "show up" time. Such show up time will be paid at one and one-half (1 1/2) times the member's regular rate of pay, except as otherwise provided in this Contract, for any hours worked less than and up to and including three (3) hours. Any worked performed greater than three (3) hours will be compensated for each hour worked.

Section 25.4. Stand-By Pay. Members, otherwise off duty, who are subpoenaed to be on stand by for a phone call to appear in court, shall, upon receipt of the phone call, be compensated at the overtime rate for actual time under the direction of the Department or the Court. The Member on stand-by shall be available by telephone and the City shall avoid overtime payment when the member's travel within the effective range of the telephone is not restricted. Payment of overtime shall apply from the time the off duty member answers the telephone and is required to appear at court for work related cases.

Section 25.5. Compensatory Time.

- A. A member may elect to receive compensatory time in lieu of overtime pay, at his or her option. Such compensatory time shall be credited at the rate of one and one-half (1 1/2) times the number of hours worked, except for time worked on the second day off as provided for in this Contract. Such compensatory time worked on the second day off shall be credited at two (2) times the number of hours worked. The Chief may cancel approved compensatory time off in times of emergency or need, or for mandatory court appearances. The member shall not be charged with the use of compensatory time on days in which the member is required to work under these provisions. In addition, the member shall be paid at least eight (8) hours pay on days in which compensatory time is cancelled. Subject to any over time and/or holiday provisions, compensation shall be at least one and one-half times the regular rate of pay under these provisions.
- B. The Chief of Police may prescribe reasonable rules and procedures for the administering of compensatory time, except that no such rule or procedure shall do any of the following:
 - 1. Deny any reasonable request from a member for taking accrued compensatory time off, provided that the use of time does not unduly disrupt the operations of the Department.
 - 2. Conflict with any other provision of this Contract.
- C. A Member may accrue not more than 240 hours of compensatory time. Any Member who accrues more than the accrual limit shall be paid overtime compensation by cash payment for the hours in excess of such limit.
- D. No Member may carry a compensatory time balance in excess of 240 hours; provided, however, that those Members who have a balance of compensatory

time in excess of 240 hours as of January 1, 2014 may continue to carry up to that number of hours annually; and provided, further, that if a Member who has in excess of 240 hours as of January 1, 2014 at any time reduces his or her balance below that January 1, 2014 level (but still in excess of 240), then that reduced balance shall become the Member's new maximum balance.

- E. Annual Compensatory Time Pay-Off. A Member may, in the first week of December at the end of the calendar year, elect to receive a cash payment for unused compensatory time not to exceed a total of eighty (80) hours, at the rate of pay in effect as of December 31st of that calendar year. Payment made pursuant to this paragraph shall be made in January of the next calendar year.
- F. One-Time Pay-Off for Accrued Compensatory Time in Excess of 240 Hours. In 2014 only, for Members who have a balance of compensatory time in excess of 240 hours, a Member may elect to receive a cash payment for unused compensatory time for any balance that is above the 240 hour accrual limit. Such election shall be made by the Member in the first week of December at the end of the calendar year and paid at the rate of pay in effect as of December 31st of that calendar year. Payment made pursuant to this paragraph shall be made in January of the next calendar year.

Section 25.6. Payment of Accrued Compensatory Time Upon Separation. A member who has accrued compensatory time off shall, upon the termination of employment for any reason, be paid the unused compensatory time at the rate of pay received by the member at the time of separation.

Section 25.7. Application to Special Duty. Special Duty is defined as employment by a separate and independent employer of a member performing law enforcement or related activities under provisions whereby the Department: 1) requires the members be hired by a separate and independent employer to perform such duties; 2) facilitates the employment of members by a separate and independent employer; and 3) otherwise affects the conditions of employment of the member by a separate and independent employer. If a member, solely at the member's option, agrees to be employed on special duty, the hours the member is required by a separate and independent employer in law enforcement or related activities shall be excluded by the City in the calculation of the hours for which the member is entitled to overtime compensation.

ARTICLE 26. INJURY LEAVE

Section 26.1. Scope. Members shall be allowed injury leave with pay not to exceed six (6) calendar months for each service-connected injury, provided such injury is reported to the member's immediate supervisor, subject to the provisions of this Article.

Section 26.2. Eligibility. Injury leave with pay shall be granted only for injuries or other disabilities determined by the member's physician as caused or induced by the actual performance of the duties of the member's position, except that respiratory and heart related diseases shall be presumed to be related to the performance of a member's duties for injury

leave use. The City maintains the right to seek an opinion from a physician designated by the City. Where such an opinion is sought, the **City Manager** or designee may rely upon the City physician's opinion in authorizing or disapproving the leave.

Section 26.3. Injury Leave Report. A report of the cause of all injuries signed by the member, (or signed by the member's immediate supervisor if the member is unable to sign the report), shall be forwarded to the member's immediate supervisor who shall cause his or her report of the cause of all injuries to be forwarded to the Chief of Police. The member's report shall be made within three (3) of the member's working days after the date of the injury and the supervisor's report shall be made within two (2) of the supervisor's working days after receipt of the member's report.

Section 26.4. Injury Leave Approval. No member shall be granted injury leave unless the **City Manager** or designee authorizes such leave. Such authorization shall indicate the approximate length of leave, and no injured member on leave shall be returned to work without the approval of the **City Manager** or designee. If, in the judgment of the **City Manager** or designee, the injury is such that the member is capable of performing his or her regular duties or restricted duties during the period of convalescence, the **City Manager** or designee may deny injury leave with pay. Whenever a member is required to stop working because of an injury or other service connected disability, the member shall be paid for the remaining hours of that day or shift at the member's regular rate and such time shall not be charged to leave of any kind.

- A. Injured members required to seek medical attention shall continue to be carried in paid status until such time as they are released from the medical facility and return to the City and released from duty, or until they are admitted into the hospital as an in-patient. Such pay status to be compensated at the same rates and manner as if the member were actually present for duty.
- B. The first eight (8) consecutive days, or any part thereof, of injury leave shall be considered to be in an eight (8) hour day pay status; without regard to any scheduled days off at the member's regular rate of pay.
- C. A member receiving injury leave is prohibited from working special duty.
- D. The time spent by a member on injury leave shall also be counted under the member's Family and Medical Leave ("FMLA") allotment if such leave also qualifies for FMLA leave.

Section 26.5. Use of Other Leave. Pending approval or denial of injury leave by the **City Manager** or designee, an injured member may be carried on sick leave or other paid leave at the member's option. Such paid leave shall be restored to the member's credit upon injury leave approval. If the member has no sick leave, the member shall be covered on approved leave without pay pending the **City Manager's** or designee's decision.

Section 26.6. Medical Examination/Treatment. Time off for the purpose of medical examinations or treatments resulting from injury on the job shall be charged to injury leave.

Section 26.7. Rate of Pay. Members on injury leave shall receive normal pay raises, bonuses, holiday pay, and other benefits as provided by this Contract, as if actually present for duty.

ARTICLE 27. ANNUAL SERVICE CREDIT

Section 27.1. Annual Service Credit. At the end of the first pay period following the first of December of each year, each member employed by the City for over five (5) years shall be entitled to an annual service credit payment. For the purposes of computing length of employment, the January 1 of the year in which a member is eligible for the first time for advancement in grade shall be deemed to be the completion of one year of employment.

Effective January 1, 2008, the annual service credit for members who have in excess of five (5) years of service shall be \$650.00 in addition to \$90.00 for each year of service over five (5) years to a maximum of \$1,910.00. Effective January 1, 2010, the annual service credit for members in excess of five (5) years of service shall be \$800.00, in addition to \$90.00 for each year of service over five (5) years, to a maximum of \$2,060.00.

If a member resigns, is laid off, or otherwise separates from service for any reason before December 1, the member shall receive annual service credit pro-rated for months of service during the calendar year in which the separation from service occurs.

ARTICLE 28. PENSION PICK UP

Section 28.1. Pension Pick-Up. The City shall “pick up” (assume and pay) on behalf of each member the percentage of the member's required contribution to the Ohio Police and Fire Pension Fund (hereinafter, "Fund") as set forth below:

Beginning July 1, 2011 – 6.5%

For the year 2012 – 3.5%

For the year 2013 and thereafter – 0%

Such payment shall be made by the City in lieu of payment by the member. The provisions of this Article shall apply uniformly to all members, and no member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The City shall in reporting and making remittance to the Fund report that the member's contribution has been made as provided by statute.

ARTICLE 29. SHIFT DIFFERENTIAL

Section 29.1. Shift Differential Pay Rate. The shift differential for both second and third shift shall be **\$1.25** per hour effective the first full pay period following the parties' acceptance of this Contract.

Section 29.2. Eligibility. Shift differential pay shall be provided for any work in which hours occur after 3:00 p.m. and prior to 7:00 a.m. In the event a member is assigned temporarily to a shift where shift differential is applicable that member shall receive shift differential for those hours worked. There will be no shift differential pay during these hours for members whose regularly scheduled shift is 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m. **or 6:00 to 2:00.**

Section 29.3. Method of Payment. Shift differential pay shall be paid only for actual hours worked during an eight (8) hour workday. Shift differential shall not be paid in addition to regular pay for any hours or leave with pay. If shift differential pay is applicable, under the terms of this Article, to an eight (8) hour work day and authorized overtime occurs in conjunction with the regular eight (8) hour workday, the shift differential shall be paid for each hour of overtime worked. However, the shift differential shall not be added to the base hourly rate prior to computing the overtime rate. Shift differential pay will be paid on a biweekly basis and will not be cumulative under any circumstances.

ARTICLE 30. UTILIZATION OF CITY RECREATION FACILITIES

Section 30.1. Use of City Recreation Facilities. Bargaining Unit members and members of their immediate families living within the member's household shall be entitled to facility rental fees at resident rates, and the ability to use all facilities operated by the City's Department of Recreation and Parks. All such benefits shall be taxed in accordance with federal or state tax regulations.

ARTICLE 31. SPECIAL DUTY

Section 31.1. Special Duty. Members shall be permitted to work special duty assignments so long as any such special duty does not conflict with the Divisional work schedule. The rate of compensation for special duty shall be set by the Chief with approval of the Lodge. The Chief may promulgate rules and procedures for administering special duty but no such rule and procedure shall be in conflict with this Contract.

Section 31.2. Employment Terms. While working special duty assignments the member shall be considered to be acting under, and subject to, the terms of his employment with the City. Members shall be entitled to utilize City uniforms, clothing, and/or equipment, and be covered by the City's Workers' Compensation policy while performing special duty if not covered by the special duty employer's Workers' Compensation policy.

Section 31.3. Police Responsibility. While on special duty assignments members shall perform such assignments subject to the wishes of the special duty employer, except that the member is bound by Divisional Rules and Regulations, policies, orders, and procedures governing the duties and responsibilities and good conduct of the police service. Members shall not perform any act that would tend to demean the Division or the uniform, or be contrary to law or official Divisional directives. In the event the member working special duty is required to take appropriate police action, the member will revert to an on-duty status. Members shall obey orders issued by supervisory personnel. Supervisors shall not issue orders contrary to the instructions of the special duty employer except where the supervisor is directing the member to take appropriate police action. The working of a special duty assignment does not relieve a member from taking appropriate police action when confronted with a situation requiring such action.

Section 31.4. Special Duty Detail Supervisors.

- A. When the Chief determines that a particular special duty assignment requires three (3) or more special duty personnel, a supervisory officer (Sergeant or higher) shall be required to be employed. The senior supervisory member so employed shall be the detail supervisor and compensated at the supervisor special duty rate.
- B. When the Chief determines that a particular special duty assignment requires six (6) or more special duty personnel, a command officer (Lieutenant or higher) shall be required to be employed, in addition to the above mentioned supervisory member. The senior command officer so employed shall be the detail commander and compensated at the command special duty rate. The next senior command or supervisory member employed shall be the detail supervisor and compensated at the supervisor special duty rate.

Section 31.5. Special Duty. The Chief shall designate the Field Operations Sub-Division Commander, or alternate, to administer the special duty program.

- A. Special duty assignments shall be offered to members on a fair and equal basis with no preference shown to any individual. Assignments, as much as possible, will be offered on a rotational basis within the membership as a whole. No member shall be permitted to work special duty assignments until he has obtained an OPOTC Basic Training Certificate and has satisfactorily completed the Divisional Field Training Program. Auxiliary officers shall not be offered special duty assignments unless the assignment cannot be filled by a full-time officer.
- B. Once a member has accepted a special duty assignment the member shall be responsible for insuring that he or she reports to that assignment in a timely manner, prepared for duty. If a member should wish to cancel a special duty assignment that the member has accepted, it is his or her responsibility to find a replacement and to insure that the assignment has been filled. Repeated violations of the provisions of this Article or other rules pertaining to special duty may make the offender subject to removal from the special duty roster for a period of time as is determined by the Chief to be appropriate.
- C. Members desiring to work a special duty assignment during a scheduled tour of duty may request either vacation or compensatory leave to work such assignment. Any such request for leave shall be processed and granted subject to the same criteria as any other request for leave if the request does not involve the paying of overtime to another member to cover the vacancy created by such leave or violate any other provision of this Contract.
- D. During exigent circumstances (such as a scheduled member marking off sick from a special duty assignment, etc.) or when a request for special duty is received on short notice (less than 24 hours prior to reporting time), the individual administering the special duty program may fill the vacancy by assignment to the

most available member after making a good faith attempt to comply with the provisions of this Article.

- E. In addition to the foregoing provisions governing special duty assignments: (1) the Chief may designate any new special duty job as “position specific” if the job requires specific job tasks to be performed (e.g., School Resource Officer, K-9, Detective); (2) School Resource Officers will be assigned to every home football game as part of the special duty contingent of officers and supervisors assigned to every home football game; and (3) a “plus one” rule will be applicable for all special duty assignments at school basketball games and dances, whereby no School Resource Officer will be assigned to a basketball game or school dance by the Chief unless an additional member is required to be hired by the school as part of the normal contingent of officers and supervisors assigned to the game or dance.

ARTICLE 32. FIELD TRAINING OFFICERS

Section 32.1. FTO. Any member who serves in the capacity of a Field Training Officer (training a probationary member) shall receive two hours of compensatory time for each eight (8) hours of training, but no more than ten (10) hours of compensatory time per the member's work week.

ARTICLE 33. TUITION REIMBURSEMENT

Section 33.1. Reimbursement Program.

The City will provide the following exclusionary tuition reimbursement plan that allows for non-taxable reimbursements under the then current IRS regulations to all Members after one year of continuous employment, subject to the following terms and conditions:

- A. Members will be reimbursed for his/her tuition expenses, subject to the limits set forth below, upon the following:
 1. Proof that the member has paid the expense; and
 2. Proof that the member received a passing grade when taking class “pass/fail” or a grade not lower than a "C". The City will only honor reimbursement requests submitted within thirty (30) days after the receipt of a Member's final grade.
- B. All classes eligible for tuition reimbursement must be pre-approved. No class taken without pre-approval shall be eligible for reimbursement.
- C. Classes eligible for reimbursement shall meet the following standards:
 1. The class must be provided at or through a state accredited institution of higher education
 2. The class must be one that is part of a course of study previously approved by the City. For example, if the City has approved a degree program with a major in criminology then any course, regardless of the subject that will further that degree shall be approved. It is the City's intention to approve only those degree programs

with a major that is related in some fashion to police work. It is the member's burden to establish that the degree program is related to police work.

3. If the member does not have a pre-approved degree program then the approval shall be on a class-by-class basis. Again it is the City's intention to approve only those classes that are related in some fashion to police work. It is the member's burden to establish that the degree program is related to police work.
 4. The City will establish rules and regulations for the application of the approval of either the degree programs or the individual classes, including but not limited to time limitations and forms for making application.
- D. For calendar year 2008, tuition reimbursement shall be limited to ten (10) credit hours per member, per school quarter/semester, at the "Columbus Campus undergraduate" rate charged by the Ohio State University to an Ohio resident which is agreed to be \$221.00. Effective January 1, 2009 reimbursement shall be limited to \$4,000 per calendar year. Regardless of the scheduling or completion of classes, in no event shall a member be reimbursed for more than \$4,000 in any calendar year.
 - E. No member shall receive a disbursement from the City for an amount greater than the actual amount paid by the member to the approved institution. Reimbursement is limited to tuition expenses only.
 - F. Should a member voluntarily resign employment within two (2) years of receipt of any tuition reimbursement hereunder, the member shall reimburse the City for all tuition reimbursement he or she received within the two (2) year period prior to separation from service. **Members shall be required to execute a reimbursement form.** If a member resigns due to disability or retirement, such reimbursement shall be waived.

ARTICLE 34. SUBSTANCE ABUSE AND TESTING

Section 34.1. 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 the 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 significant 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.

Section 34.2. 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 significant 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.

Section 34.3. Definitions. The following definitions shall govern this Article:

- A. "Under the influence" means that the member is or would be adversely affected in
- B. the satisfactory performance of his or her duties by any illegal drug or alcohol, or the combination of any illegal drug and alcohol. "Legal drug" means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.
- C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained; and prescribed drugs not being used for prescribed purpose.
- 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.

Section 34.4. 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.

Section 34.5. Reasonable Belief and Random 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 Section 34.4.

Where a member has been ordered to undergo reasonable belief testing, he or she shall be placed on paid administrative leave pending receipt of the test results. If the test results are negative, the member shall be returned to assigned duties.

Members shall be subject to the City implementing random drug and alcohol testing at the City's option and at its sole discretion. Random testing will be done no more than quarterly and shall test no more than one (1) Member per quarter. Random testing shall be conducted by an independent lab contracted by the City. The random testing selection method will be scientifically valid, for example a random number table or a computer based random number generation matched by a payroll I.D. number or other comparable identifying numbers.

Members notified of their selection for random testing shall proceed immediately to the designated collection agency. Members who are on approved leave, vacation, or already absent

from work at the time of their selection will be excused. 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.

Section 34.6 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 (unless the order to submit to testing is based upon random testing.)

Section 34.7. Testing Determination. Upon determining that a member must submit to a reasonable belief test or an unannounced test under Section 34.12(E) 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. 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.

Section 34.8. 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, 2005, 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.

- 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.

Section 34.9. 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 Director shall be notified and the Human Resources Director 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.

Section 34.10. 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 reasonable belief test shall not be subject to discipline but the member shall comply with Section 34.12(A)-(E). A voluntary request for assistance may also be sought under Section 17.8, Employee Assistance Program.

Section 34.11. Discipline/Rehabilitation Options. Where a member has been ordered to undergo testing and the test results are positive as specified in Section 34.8, 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 Section 34.4 shall be held in abeyance pending completion by the member of a treatment program. If the member successfully completes a treatment program 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 Section 34.4.

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.

Section 34.12. Referral to Treatment. Where the member seeks or is offered the option for treatment under Section 34.10 or 34.11, 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 three (3) times during the twelve (12) month period following the completion of counseling, treatment and/or after-care.

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.

Section 34.13. Right of Appeal. The member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this contract is grievable. Any evidence concerning test results which is obtained either in violation of the standards contained in this Article, or in violation of the procedures required by this Article shall not be used to support disciplinary action involving the member.

Section 34.14. 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.

Section 34.15. 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.

Section 34.16. 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 35. DURATION

Section 35.1. Duration. This Contract is effective as of 12:01 A.M. January 1, **2023** and shall remain in full force and effect until 12:00 midnight **December 31, 2025**, or until a successor Contract is agreed to by the City and the Lodge.

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

CITY OF HILLIARD

Council Memo: Legislation (23-03)

Subject: Amending the City's Codified Ordinances regarding Overweight/Oversize Vehicles
From: Michelle Crandall, City Manager
Initiated by: Kelly Clodfelder, Staff Attorney
Date: February 27, 2023

Executive Summary

This Ordinance amends Section 339.02 and Exhibit A to Chapter 190 of the City's Codified Ordinances regarding the regulations and fees related to overweight/oversize vehicles in the City

Staff Recommendation

Staff recommends that City Council approve this piece of legislation.

Background

Section 339.02 addresses the movement of overweight/oversize vehicles with City limits. The language of the code section has not been updated recently, but there has been an increase in questions and applications for these types of vehicles. Following a review of City processes as well as a review of requirements within Franklin County, City staff determined that an overhaul of the process was required.

The amendments clarify the requirements of each permit and revises the fee for each permit and lists the fee in Exhibit A to Chapter 190. Additionally, it adds an insurance requirement to address potential damage caused by the overweight/oversize vehicle. Finally, the enforcement and penalty section has been updated to closely align with Ohio Revised Code and consistent with how other jurisdictions enforce this section.

Financial Impacts

The fees for these types of permits are being increased in order to cover the costs of reviewing the application and for HPD escort of the vehicles.

Expected Benefits

These amendments will ensure the safe movement of overweight/oversize vehicles in the City.

Attachments

N/A



Ordinance: 23-03

Passed:

Page 1 of

Effective:

**AMENDING SECTION 339.02 AND EXHIBIT A TO CHAPTER 190 OF THE CITY'S
CODIFIED ORDINANCES REGARDING OVERWEIGHT/OVERSIZE VEHICLES.**

WHEREAS, Section 339.02 of the City's Codified Ordinances addresses the regulation of oversize/overweight vehicles that travel through the City; and

WHEREAS, staff has seen an increase of inquiries and applications for these types of vehicles; and

WHEREAS, upon review of the current Section, staff determined that amendments were needed to update language and address the increase of time it takes to process these types of applications; and

WHEREAS, due to the amendments shown in Exhibit "A", it is necessary to amend Exhibit A of Chapter 190 of the City's Codified Ordinances to account for the permit fees for these types of vehicles; and

WHEREAS, the amendments, as shown in Exhibit "A" and Exhibit "B", attached hereto and incorporated herein, are in the best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. City Council finds that amending Section 339.02 the City's Codified Ordinances, as identified in Exhibit "A", **attached** hereto and incorporated herein, is in the City's best interest. The changes and additions to Section 339.02, as shown and identified in track changes on the attached Exhibit "A", are approved.

SECTION 2. Exhibit A of Chapter 190 is hereby amended as shown on Exhibit "B", **attached** hereto and incorporated herein.

SECTION 3. All other provisions of Chapters 339 and Chapter 190, not modified herein, remain unchanged and are in full force and effect.

SECTION 4. This Ordinance shall be in effect from and after the earliest time provided for by law.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Ordinance 23-03

<input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Passed <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Held Over <input type="checkbox"/> Referred <input type="checkbox"/> Withdrawn <input type="checkbox"/> First Reading <input type="checkbox"/> Positive Recommendation <input type="checkbox"/> No Recommendation			Yes/Aye	No/Nay	Abstain	Absent
	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

339.02 USE OF LOCAL STREETS; LOCAL PERMIT AND CONDITIONS.

- (a) *Use of Local Streets.* No person shall operate a vehicle exceeding a size as specified in Section 339.03 or exceeding a gross weight of five tons, upon any street in the Municipality other than a State route, except those local streets designated as a truck route and marked as such by appropriate traffic signs, and except when such operation is necessary to load or unload property, to go to or from the usual place of storage of such vehicle or to perform any other legitimate business or act other than passage through the Municipality. Operators of vehicles so deviating from either a State route or a designated truck route within the Municipality shall confine such deviation to that required in order to accomplish the purpose of the departure.
- (b) *Local Permit and Conditions.* Upon application and for good cause, the City Manager or designee may issue a local permit authorizing an applicant to move an oversize or overweight vehicle or combination of vehicles upon local streets.

- (1) The City Manager or designee may issue such rules and regulations deemed necessary to fulfill the purposes of this section.
- (2) No permittee shall be required to obtain a special permit from the Ohio Director of Transportation for the movement of the vehicle or combination of vehicles on streets or highways under local jurisdiction; however, the approval of the Ohio Director of Transportation shall be required for movement upon State routes as provided in Section 339.01.
- (3) ~~The City Manager or designee may grant a permit for a single or round trip, or for such period of time, not to exceed one year, as the City Manager or designee in his discretion deems advisable, or for the duration of any construction project.~~ The City Manager or designee may limit or prescribe terms or conditions of operation for such vehicle or combination of vehicles by designating the route, hours, speed or such other restrictions as may be necessary for the preservation of the public peace, property, health and safety. ~~The City Manager or designee may require the posting of bond or other security necessary to compensate for any damage to a roadway or road structure.~~

~~For each such permit, the City Manager or designee shall charge ten dollars (\$10.00), and for each hour of time or any part thereof spent by each police officer in supervising the movement of such vehicle, the applicant shall pay the sum of twenty five dollars (\$25.00) per hour per officer. The charge can be prorated into fifteen minute increments.~~

- (4) Permit Fees shall be charged and collected as provided in Chapter 190.

~~Signs shall be posted to apprise drivers of the limitations imposed by this section. Such signs shall be in accordance with the standards for traffic control devices of the State Department of Transportation. No driver shall disobey the instructions indicated on any such sign.~~

- (5) Violation of any of the limitations, terms or conditions of the permit granted by the City Manager or designee shall be cause for immediate revocation or suspension of such permit, and denial of request for any future permit. ~~Such violation shall also subject the violator to the penalty prescribed by Section 303.99.~~
- (c) *Insurance.* Each Permittee shall be required to indemnify and save harmless the City with respect to the permittee's activities under the permit. The permittee shall be responsible for all damage to a roadway or road structure or appurtenances and shall, during the term of the permit, maintain a certificate of liability insurance with limits no less than \$500,000 bodily injury liability, \$1,000,000 each occurrence and \$500,000 property damage liability. The City of Hilliard shall be included as an Additional Insured under the General Liability.
- (d) *Enforcement and Penalty.*
- (1) Whoever violates the weight provisions of this section shall be fined:

- A. \$80 for the first 2,000 pounds, or fraction thereof, of overload;
 - B. for overloads in excess of 2,000 pounds, but not in excess of 5,000 pounds, such person shall be fined \$100, and in addition thereto, \$1 per 100 pounds of overload;
 - C. for overloads in excess of 5,000 pounds, but not in excess of 10,000 pounds, such person shall be fined \$130 and in addition thereto, \$2 per 100 pounds of overload, or imprisoned not more than 30 days, or both.
 - D. For all overloads in excess of 10,000 pounds, such person shall be fined \$160, and in addition thereto, \$3 per 100 pounds of overload, or imprisoned not more than 30 days or both.
 - E. Whoever violates the weight provisions of vehicle and load relating to gross load limits shall be fined not less than \$100.
- (2) No penalty prescribed in this division shall be imposed on any vehicle combination if the overload on any axle does not exceed one thousand pounds, and if the immediately preceding or following axle, excepting the front axle of the vehicle combination, is underloaded by the same or a greater amount. For purposes of this division, two axles on one vehicle less than eight feet apart, shall be considered as one axle.

~~Whoever violates this section is guilty of a minor misdemeanor on a first offense; on a second offense within one year after the first offense, the person is guilty of a misdemeanor of the fourth degree; on each subsequent offense within one year after the first offense, the person is guilty of a misdemeanor of the third degree.~~

Chapter 190 Exhibit A - Municipal Fees

DIVISION	DESCRIPTION	DETAILS / UNIT	FEE	
HPD	Fireworks Permit	plus cost of investigation	\$50 + costs	
HPD	Canvasser, Peddler, Solicitor License	per year	\$50	
HPD	Oversize Only (Over 86' L x 8.5' W x 13.5' H)	One vehicle per application, plus the cost of special duty police officer for escort.	\$65	\$100
HPD	Overweight Only (80,000 - 119,999 lbs)		\$135	\$200
HPD	Superload Overweight Only (>120,000 lbs)		\$150	\$200
HPD	Oversize & Overweight (>80,000 lbs)		\$150	\$200

Council Memo: Legislation (23-R-12)

Subject: Approving GMP #2 for the Recreation & Wellness Campus
From: Michelle Crandall, City Manager
Initiated by: Ed Merritt, Director of Recreation & Parks
Date: February 27, 2023

Executive Summary

This Resolution authorizes GMP (Guaranteed Maximum Price) #2 for the Recreation and Wellness Campus.

Staff Recommendation

Staff recommends Council adopt this legislation.

Background

On November 2, 2021, residents approved increasing the City's municipal income tax by 0.5% and dedicating the resulting funds for recreation and parks, including (but not limited to) construction of a new community center (the "Project"). Following the approval of the increase, City Council has approved the following contracts for the management and development of the Project:

Contractor	Services Provided
McCarthy Consulting	Owner's Representative
EDGE Group	Design of Athletic Complex and Landscaping
Prime AE	Architect & Engineering for the Recreation Center
Ruscilli	Construction Manager at Risk

Following approval of these contracts, City staff has worked with all contractors to design and create design documents for the Project with the goal of breaking ground and beginning construction in Spring 2023.

Utilizing the design documents provided by Prime AE dated December 19, 2022, Ruscilli issued Bid Package #101 – Earthwork & Site Utilities for the Recreation & Wellness Center Project for GMP #2 in December 2022. Previous to this Bid Package #101 being issued for competitive bidding, five (5) competitive bids were received on December 16, 2022 for the Athletic Complex, Bid Package #100. After an initial review of the bid results for Bid Package #100, three (3) bidders participated in a series of detailed scope review meetings overseen and managed by Ruscilli. The purpose of these scope review meetings was to ensure all bids were complete, had the proper scope covered, and gave the Project Team the opportunity to assess the commitment of each bidder to the overall Project. Ruscilli focused on two (2) firms who received the Bid Package #101 design documents provided by Prime AE. Those two firms submitted competitive bids for the additional scope of work for the Recreation & Wellness Center Project. The Bid Package #101 scope review process concluded in mid-February 2023.

The Project Team has worked with Ruscilli to develop the information required for GMP #2. As a result of that effort, GMP #2 has been reviewed and approved for consideration by the City of Hilliard. The work associated with Bid Packages #100 and #101 will be awarded to a single Subcontractor.

The total of GMP #2 is \$3,056,950.00. The scope contained within this GMP #2 is \$36,094.00 under the budget established for this scope of work from the Control Estimate completed in November 2022. The award of both Bid Packages #100 and #101 represents 11.95% of the total construction work for the Recreation & Wellness Center Project and the Athletic Complex.

Financial Impacts

By the passage of Ordinance No. 22-38, funds for the Recreation and Wellness Campus were appropriated.

Expected Benefits

By approving GMP #2, it ensures that work on the Recreation & Wellness Center Project begins in Spring 2023 and ensures the Project can be completed as planned for the early Spring of 2025.

Attachments

N/A



Resolution: 23-R-12

Adopted:

Page 1 of

Effective:

**APPROVING GMP #2 FOR THE RECREATION AND WELLNESS CAMPUS AND
AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS TO APPROVE
GMP #2.**

WHEREAS, on November 2, 2021, City electors approved increasing the City's municipal income tax by 0.5% and dedicating the resulting funds for recreation and parks, including (but not limited to) the construction of a community center and new athletic complex (the "Project"); and

WHEREAS, in 2022 City Council awarded multiple contracts for the design, architecture, engineering of the Project; and

WHEREAS, in late 2022, the City, through its Construction Manager at Risk, was able to issue an invitation for bid ("GMP #2") for certain work and products related to the construction of the Project; and

WHEREAS, following review of responses received, it is necessary to amend Ruscilli's contract to buy the work and products related to GMP #2 along with various general construction requirements; and

WHEREAS, funding for GMP #2 was appropriated by Ordinance No. 22-38, and pursuant to Section 3.10 of the Charter, authorization for funding this Project may be established by Resolution of Council.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hilliard, that:

SECTION 1. An expenditure is authorizing from Fund 101, Object 55 in an amount not to exceed \$3,056,950 in order to fund GMP #2 for the Recreation and Wellness Campus.

SECTION 2. The City Manager is hereby authorized to enter into GMP #2, as shown on Exhibit A, attached hereto and incorporated herein, in an amount not to exceed \$3,056,950.

SECTION 3. This City Manager is hereby authorized to enter into any agreement or to execute and deliver any documents, certificates or approvals that are necessary or appropriate in furtherance of GMP #2 that are not inconsistent with this Resolution and not adverse to the City.

SECTION 4. The Finance Director is authorized to make any accounting changes to revise the funding source for any contract or contract modification associated with the expenditure of funds provided herein.

SECTION 5. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-12						
			Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-12** passed by the Hilliard City Council on the 27th day of February 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 27th day of February 2023.

Diane C. Werbrich, MMC

GUARANTEED MAXIMUM PRICE AMENDMENT CONSTRUCTION MANAGER CONSTRUCTOR CONTRACT

City of Hilliard, Ohio (“Owner”) and Ruscilli Construction Co. LLC (“Construction Manager”) enter into this Amendment as of the last date set forth below to amend the Contract they entered into as of December 5, 2022, in connection with the Project known as the **City of Hilliard – Recreation & Wellness Center and Athletic Field Complex Project**.

Article 1 Contract Sum and Related Items

1.1 The Contract Sum is \$3,056,950, which is the sum of:

1.1.1 the Construction Manager’s Fee in the amount of \$55,526, which must not exceed 1.85% of the Cost of the Work; plus

1.1.2 the Cost of the Work in the amount of \$3,001,424;

.1 The Cost of the Work includes the Construction Manager’s Contingency in the amount of \$44,356, which must not exceed 1.5% of the Cost of the Work.

.2 The Cost of the Work also includes the Allowances (if any) and Unit Prices (if any) defined through this Contract Sum Amendment.

Article 2 Contract Times

2.1 The Contract Times are the periods of time established in the following table for the achievement of the associated Milestones:

Construction Phase Milestone	Contract Time
*Mobilization	4/17/23
*Substantial Completion	2/25/25

*NOTE: See Exhibit “D” Construction Schedule. Milestones are for Rec Center only.

2.2 The Date of Commencement for the Contract Times must be on or before 3/29/23.

2.3 The liquidated damages associated with the Construction Phase Milestones shall be \$1,000 for the **City of Hilliard – Recreation & Wellness Center Project** for each day after the expiration of the Contract Time that the Construction Manager fails to achieve the associated Milestones.

Article 3 List of Exhibits

3.1 This Amendment is based upon the following documents:

3.1.1 **Drawing and Specification Log**, attached at **Exhibit A**;

3.1.2 **Assumptions and Qualifications**, attached at **Exhibit B**;

3.1.3 **Project Estimate**, attached at **Exhibit C**;

3.1.4 **Construction Schedule**, attached at **Exhibit D**;

3.1.5 **Submittal Schedule**, attached at **Exhibit E – not used**;

3.1.6 **Subcontractor Work Scopes**, attached at **Exhibit F**;

2/20/2023

Exhibit A – GMP #2

Page 2 of 2

- 3.1.7 Scope of Construction Manager's Self-Performed Work attached at Exhibit G – not used;
- 3.1.8 Schedule of Allowances, attached at Exhibit H;
- 3.1.9 Schedule of Unit Prices, attached at Exhibit I;
- 3.1.10 Schedule of Alternates, attached at Exhibit J – not used;
- 3.1.11 Cash Flow Forecast, attached at Exhibit K – not used;
- 3.1.12 Site Utilization Plan, attached at Exhibit L;
- 3.1.13 Standard Billing Rates, attached at Exhibit M;
- 3.1.14 Undefined Storm Sewer Allowance #2, attached at Exhibit N;

City of Hilliard, Ohio

Ruscilli Construction Co. LLC

Michelle Crandall, City Manager

Robert A. Ruscilli, Principal

Date

Date

Council Memo: Legislation (23-R-13)

Subject: Modifying the Ansmil PUD Text for Subarea E1
From: Michelle Crandall, City Manager
Initiated by: Carson Combs,
Date: February 27, 2023

Executive Summary

This is a resolution to adopt changes to the approved Ansmil PUD Development Text within Subarea E1. The developer is requesting to shift 288 residential units permitted within the PUD text from continuum-of-care to non-age restricted units. The text modification also includes conceptual architecture to establish the level of quality for future development within the final portion of Subarea E1. The amendments are consistent with the quality and intent of the original zoning.

Staff Recommendation

Staff recommends that Council adopt of the resolution.

Background

The Ansmil PUD zoning development plan was approved by City Council in 1999 (Ordinance No. 99-57) and became effective on January 12, 2000. On December 13, 2004, City Council approved Resolution No. 04-C-58 to extend the time limit of the Ansmil PUD zoning development plan for an additional five-year period. On February 13, 2006, Council approved Resolution No. 06-R-07 to modify the Ansmil PUD zoning development plan and text which eliminated the relocation of Leap Road (as required in the original development plan text), created new subareas, and revised subarea boundaries, land uses, and development standards west of Leap Road.

On February 8, 2007, the Planning & Zoning Commission recommended approval to modify the Ansmil PUD zoning development plan and text to revise subarea boundaries and development standards and permit a continuing care retirement community. On March 26, 2007, City Council approved a Resolution to modify the Ansmil PUD accordingly which created Subarea E1 for the development of the Erickson Retirement Community. With the dissolution of that project, portions of Subarea E1 are being developed with alternative housing options. On April 25, 2022, City Council approved a text amendment to Subarea E1 (Resolution No. 22-R-36) that established setbacks and architectural/lighting standards for the Verena at Hickory Chase, which is under development.

On February 9, 2023, the Planning and Zoning Commission recommended approval of text modifications to Subarea E1 that would correspond to housing options not contemplated in the original zoning. The text changes provide for the following:

- *Increase non-age restricted residential units by 288 and reduce continuum-of-care by the same;*
- *Limit residential units to one- and two-bedroom units only; and*
- *Incorporate architectural quality examples for the remaining portion of Subarea E1.*

Financial Impacts

Reducing the number of continuum-of-care units by 288, has a positive impact on Norwich Township's service volume associated with this type of housing. Increasing non-age-restricted by the same number and also limiting it to only one- and two-bedroom units, results in minimal to no impact on the school district, while positively impacting workforce housing availability and work-from-home income tax revenue.

Expected Benefits

The proposal will establish minimum architectural quality standards for this portion of Subarea E1. The proposed text amendment also transfers 288 units from the continuum-of-care to non-age-restricted category with the following expected benefits:

- Provide additional units near the I-270 and Cemetery Road Corridors as workforce housing opportunities;
- Reduce permitted continuum-of-care units to reduce the future burden on safety services;
- Develop units that will limit impacts on school district enrollment; and
- Build-out Subarea E1 in a manner that will provide additional housing options oriented around the city parkland and the library.

Attachments

- Planning Commission Staff Report – February 9, 2023
- Planning Commission Record of Action – February 9, 2023
- Planning Commission Draft Minutes – February 9, 2023

STAFF REPORT

Planning & Zoning Commission

City Hall • 3800 Municipal Way • Hilliard, Ohio 43026
and Live-Streaming on YouTube



Thursday, February 9, 2023 | 7:00 pm

CASE 1: PZ-22-73 – HOMESTEAD DEVELOPMENT – 1 HICKORY CHASE WAY – ANSMIL PUD SUBAREA E1

PARCEL NUMBER: 050-0011430

APPLICANT: Greenwich Investors Hickory Chase LLC., 6279 Dupont Station Court E., Jacksonville, FL 32217; c/o Glen Dugger, Smith & Hale LLC, 37 W. Broad Street, Columbus, OH 43215.

REQUEST: Review & approval of a PUD Development Text modification under the provisions of Hilliard Code Chapter 1117 to increase the maximum number of non-age restricted residential dwellings from 500 to 788 to permit a development of 288 multi-family dwelling units on 15.04 acres.

BACKGROUND:

The site is 15.036 acres located on the west side of Britton Parkway approximately 1,800 feet south of Davidson Road. It consists of a portion of the Ansmil PUD within Subarea E1. On December 13, 1999, City Council approved Ordinance 99-57 to create the Ansmil PUD to establish a 320-acre development south of Davidson Road. By passing Resolution 07-R-08, Council modified the PUD to create Subarea E1 for the purposes of establishing a Continuing Care Retirement Community. A final plat for the central portion of Britton Parkway, Anson Drive and the Leap Road roundabout was approved by the Planning Commission and City Council on November 8, 2007.

On February 9, 2015, City Council approved a resolution (14-R-86) to modify the Ansmil PUD to establish Subarea E1 boundaries, permitted uses, and development standards. The change in text permitted senior residential uses, non-age restricted residential dwellings up to 500 dwelling units and allowed libraries, parks, recreational uses, offices, financial institutions, eating and drinking places, neighborhood businesses, personal services and home occupations.

The Greyson at Hickory Chase (just west of the site) was approved for development in May 2019 (Case #19-0432LC) and includes 492 non-age restricted residential units on 23.6 acres. Resolution 22-R-36 modified Subarea E1 standards in 2022 to establish building and pavement setbacks and architectural standards for the Verena at Hickory Chase (just north of the site), which is a one-story cottage development currently under construction along Hickory Chase Way.

The applicant is now requesting approval of a modification of the Ansmil PUD Development Text for Subarea E1 to increase the number of non-age restricted dwelling units from **500 to 788** to permit a 288-unit residential development. Subarea E-1 is currently zoned for 850 continuum of care units and 500 non-age restricted units. This proposal would shift the units from the “continuum of care” category to “non-age restricted” units.

COMMISSION ROLE:

The Commission is to review the proposal for conformance to the provisions of Hilliard Code Section 1117.08 and the Ansmil PUD Concept Plan. The Code specifically provides the following requirements for making modifications to an approved PUD Final Development Plan, development text or zoning map in Section 1117.06 of the Code:

- The proposed development is consistent with the purpose of the PUD in Section 1117.01;
- The proposed development meets the qualifying conditions as outlined in Section 1117.02;
- The PUD is consistent with the recommendations of the Hilliard Comprehensive Plan;
- The development is compatible with the existing and intended uses surrounding the site;
- The design and layout is harmonious with the natural character of the site and surrounding area and employs best management practices to ensure their conservation;
- The proposed development does not place undue burdens on public facilities and services;
- The PUD includes uses or conditional uses that are not injurious to public health, safety and welfare;
- The development conforms to the requirements of the Code unless specifically modified and approved;
- The final development plan is substantially consistent with the approved Concept Plan for the PUD; and
- Approval will result in a recognized and substantial benefit to the users of the project and the community in a way not otherwise feasible under conventional zoning.

Following a recommendation by the Commission, a resolution for the proposed PUD text modification will be forwarded to City Council for review and approval. The proposed change in use will become effective 60 days following Council's approval. The applicant will be required to return to the Planning and Zoning Commission for Final Development Plan approval.

STAFF RECOMMENDATION:

Staff finds that the proposal can be a harmonious part of the Ansmil PUD. Staff finds that the proposal, as revised per the staff comments below, will be generally consistent with the provisions of Hilliard Code Section 1117.08 and the intent of the Ansmil PUD Zoning Development Plan and Text. Staff finds that the proposed PUD modification is consistent with the approved PUD Concept Plan which currently permits higher density residential uses. The proposed change in type of units will have beneficial impacts on fire and safety services, income generation and increased workforce housing options near the I-270 employment corridor as identified by the Comprehensive Plan. Based on these findings, staff recommends approval of the proposed PUD text modification to Subarea E1 with four conditions:

- 1) That the text is modified to limit the proposed development to only one- and two-bedroom units prior to being heard by City Council;
- 2) That the applicant address site access to the satisfaction of staff and the Norwich Township Fire Department as part of the Final Development Plan;
- 3) That parking spaces not exceed the Code by more than 10% as required in Section 1127.02(g); and
- 4) That all site and design details be brought back to the Commission for Final Development Plan review.

CONSIDERATIONS:

- The site is located along Britton Parkway with access via Hickory Chase Way. The property includes multiple ponds that are part of stormwater management for the larger Ansmil development. The southern property line includes substantial vegetation that provides a barrier to undeveloped land (Subarea C5) to the south that fronts Anson Drive. Across Britton Parkway to the east is additional undeveloped land within the Ansmil PUD in Subareas C3 and C4.
- To the north is city parkland, the Hilliard Branch of the Columbus Metropolitan Library and the Verena at Hickory Chase (Subarea E1), which provides continuum of care units. The Greyson at Hickory Chase is located to the west of the site (Subarea E1) and includes a total of 492 residential units that are non-age

restricted, leaving eight available non-restricted units available within Subarea E1. This is a request to shift 288 units from one residential category to another within the PUD text.

COMPREHENSIVE PLAN:

- The Comprehensive Plan recommends the site for Senior Housing uses. These areas may contain a variety of housing types and incorporate professional services intended to serve area residents. The Plan indicates that the area should include well-defined, passive green spaces with pedestrian access. Where possible, such facilities should be designed to encourage safe and convenient access to nearby retail uses and amenities.
- Building heights of 1 to 5 stories and net densities of 10-20 dwelling units per acre are recommended. The proposed development is consistent with the recommendations.

CURRENT PERMITTED USES:

- Permitted uses within the Subarea E1 text include Continuing Care Retirement Community, attached residential dwellings, attached residential dwellings with assisted care and/or long-term skilled nursing care, a long list of accessory uses to the Continuing Care Retirement Community and park. The text limits non-age restricted units to 500. This is the final site to develop within Subarea E1 of the PUD

PROPOSED TEXT MODIFICATION:

- Section A.1.b. of the Subarea E1 text indicates... “non-age restricted residential dwellings not to exceed 500 units provided, however, not more than 15% of such units may be 3-bedroom units, and 4- and 5-bedroom units are prohibited.” ***The proposed text amendment would increase the number of non-age restricted units to 788 (+288) and reduce continuum of care senior housing to 562 units (-288).*** The text currently permits three-bedroom units up to 15% of the total units for the overall subarea, but ***staff recommends that the text is modified to limit this development to only one- and two-bedroom units*** to minimize impacts on school district enrollment and to encourage employment-aged residents.

CONCEPTUAL PLAN:

- ***Site Layout.*** Proposed development of the site includes a generally circular layout with one access point from the existing entry feature pond at Hickory Chase Way and Britton Parkway. Interior green spaces are provided for residents as part of the layout, and the natural area along the southern edge of the site will be preserved. The proposed plan includes a total of 12 residential buildings in two sizes, as well as a clubhouse with pool and sports courts. The concept plan includes will include 108 one-bedroom units and 180 two-bedroom units (average of 1.625 beds/unit).
- ***Parking & Circulation.*** The conceptual plan includes a total of 480 spaces which meets minimum code requirements, but exceeds the 10% maximum (475 spaces). ***Staff recommends that the final development plan meet the requirements of the Parking Code.*** Plans include four garages for residents that would incorporate 32 of the proposed spaces.
- ***Access.*** The Building/Fire Code requires a second fire access for developments with more than 200 sprinkled units. ***The Final Development Plan will be required to provide an acceptable second access or the development will be limited to 200 units to comply with the Code.***
- ***Landscaping.*** A detailed site plan and landscape plan will be necessary as part of the Commission’s review of the final development plan.
- ***Architecture & Materials.*** Proposed residential buildings are three story and include a combination of brick with shingle siding and dimensional asphalt shingle roof. The clubhouse will be one-story with similar materials. Architectural elevations and material samples will be required as part of the final development plan review. ***Conceptual architecture has been incorporated into the development text to establish the level of quality expected at the Final Development Plan stage.***

[END OF REPORT | PZ-22-73]

RECORD OF ACTION

Planning & Zoning Commission

City Hall • 3800 Municipal Way • Hilliard, Ohio 43026
and Live-Streaming on YouTube



Thursday, February 9, 2023 | 7:00 pm

CASE 1: PZ-22-73 – HOMESTEAD DEVELOPMENT – 1 HICKORY CHASE WAY – ANSMIL PUD SUBAREA E1

PARCEL NUMBER: 050-0011430

APPLICANT: Greenwich Investors Hickory Chase LLC., 6279 Dupont Station Court E., Jacksonville, FL 32217; c/o Glen Dugger, Smith & Hale LLC, 37 W. Broad Street, Columbus, OH 43215.

REQUEST: Review & approval of a PUD Development Text modification under the provisions of Hilliard Code Chapter 1117 to increase the maximum number of non-age restricted residential dwellings from 500 to 788 to permit a development of 288 multi-family dwelling units on 15.04 acres.

The Planning and Zoning Commission took the following action at this meeting:

MOTION:

Mr. Uttley made a motion to approve a PUD Development Text modification under the provisions of Hilliard Code Chapter 1117 to increase the maximum number of non-age restricted residential dwellings from 500 to 788 to permit a development of 288 multi-family dwelling units on 15.04 acres with the following four conditions:

- 1) That the text is modified to limit the proposed development to only one- and two-bedroom units prior to being heard by City Council;
- 2) That the applicant address site access to the satisfaction of staff and the Norwich Township Fire Department as part of the Final Development Plan;
- 3) That parking spaces not exceed the Code by more than 10% as required in Section 1127.02(g); and
- 4) That all site and design details be brought back to the Commission for Final Development Plan review.

Mr. Lewie seconded the motion.

VOTE:

Chairman Muether	Excused
Vice Chair Schneck	Yes
Mr. Gutknecht	Yes
Mr. Lewie	Yes
Ms. Nixon	Yes
Mr. Pannett	Yes
Mr. Uttley	Yes

STATUS:

Case #1: PZ-22-73 is approved (6-0) with four conditions.
A positive recommendation will be forwarded to City Council.

CERTIFICATION:

Carson Combs, Planning Manager
February 10, 2023

[END OF RECORD]

CASE 1: PZ-22-73 – HOMESTEAD DEVELOPMENT – 1 HICKORY CHASE WAY – ANSMIL PUD SUBAREA E1**PARCEL NUMBER:** 050-0011430**APPLICANT:** Greenwich Investors Hickory Chase LLC., 6279 Dupont Station Court E., Jacksonville, FL 32217; c/o Glen Dugger, Smith & Hale LLC, 37 W. Broad Street, Columbus, OH 43215.**REQUEST:** Review & approval of a PUD Development Text modification under the provisions of Hilliard Code Chapter 1117 to increase the maximum number of non-age restricted residential dwellings from 500 to 788 to permit a development of 288 multi-family dwelling units on 15.04 acres.

[Mr. Combs gave the staff report]

BACKGROUND:

The site is 15.036 acres located on the west side of Britton Parkway approximately 1,800 feet south of Davidson Road. It consists of a portion of the Ansmil PUD within Subarea E1. On December 13, 1999, City Council approved Ordinance 99-57 to create the Ansmil PUD to establish a 320-acre development south of Davidson Road. By passing Resolution 07-R-08, Council modified the PUD to create Subarea E1 for the purposes of establishing a Continuing Care Retirement Community. A final plat for the central portion of Britton Parkway, Anson Drive and the Leap Road roundabout was approved by the Planning Commission and City Council on November 8, 2007.

On February 9, 2015, City Council approved a resolution (14-R-86) to modify the Ansmil PUD to establish Subarea E1 boundaries, permitted uses, and development standards. The change in text permitted senior residential uses, non-age restricted residential dwellings up to 500 dwelling units and allowed libraries, parks, recreational uses, offices, financial institutions, eating and drinking places, neighborhood businesses, personal services and home occupations.

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The applicant is now requesting approval of a modification of the Ansmil PUD Development Text for Subarea E1 to increase the number of non-age restricted dwelling units from **500 to 788** to permit a 288-unit residential development. Subarea E-1 is currently zoned for 850 continuum of care units and 500 non-age restricted units. This proposal would shift the units from the “continuum of care” category to “non-age restricted” units.

COMMISSION ROLE:

The Commission is to review the proposal for conformance to the provisions of Hilliard Code Section 1117.08 and the Ansmil PUD Concept Plan. The Code specifically provides the following requirements for making modifications to an approved PUD Final Development Plan, development text or zoning map in Section 1117.06 of the Code:

- The proposed development is consistent with the purpose of the PUD in Section 1117.01;
- The proposed development meets the qualifying conditions as outlined in Section 1117.02;
- The PUD is consistent with the recommendations of the Hilliard Comprehensive Plan;

- The development is compatible with the existing and intended uses surrounding the site;
- The design and layout is harmonious with the natural character of the site and surrounding area and employs best management practices to ensure their conservation;
- The proposed development does not place undue burdens on public facilities and services;
- The PUD includes uses or conditional uses that are not injurious to public health, safety and welfare;
- The development conforms to the requirements of the Code unless specifically modified and approved;
- The final development plan is substantially consistent with the approved Concept Plan for the PUD; and
- Approval will result in a recognized and substantial benefit to the users of the project and the community in a way not otherwise feasible under conventional zoning.

Following a recommendation by the Commission, a resolution for the proposed PUD text modification will be forwarded to City Council for review and approval. The proposed change in use will become effective 60 days following Council's approval. The applicant will be required to return to the Planning and Zoning Commission for Final Development Plan approval.

STAFF RECOMMENDATION:

Staff finds that the proposal can be a harmonious part of the Ansmil PUD. Staff finds that the proposal, as revised per the staff comments below, will be generally consistent with the provisions of Hilliard Code Section 1117.08 and the intent of the Ansmil PUD Zoning Development Plan and Text. Staff finds that the proposed PUD modification is consistent with the approved PUD Concept Plan which currently permits higher density residential uses. The proposed change in type of units will have beneficial impacts on fire and safety services, income generation and increased workforce housing options near the I-270 employment corridor as identified by the Comprehensive Plan. Based on these findings, staff recommends approval of the proposed PUD text modification to Subarea E1 with four conditions:

- 1) That the text is modified to limit the proposed development to only one- and two-bedroom units prior to being heard by City Council;
- 2) That the applicant address site access to the satisfaction of staff and the Norwich Township Fire Department as part of the Final Development Plan;
- 3) That parking spaces not exceed the Code by more than 10% as required in Section 1127.02(g); and
- 4) That all site and design details be brought back to the Commission for Final Development Plan review.

CONSIDERATIONS:

- The site is located along Britton Parkway with access via Hickory Chase Way. The property includes multiple ponds that are part of stormwater management for the larger Ansmil development. The southern property line includes substantial vegetation that provides a barrier to undeveloped land (Subarea C5) to the south that fronts Anson Drive. Across Britton Parkway to the east is additional undeveloped land within the Ansmil PUD in Subareas C3 and C4.
- To the north is city parkland, the Hilliard Branch of the Columbus Metropolitan Library and the Verena at Hickory Chase (Subarea E1), which provides continuum of care units. The Greyson at Hickory Chase is located to the west of the site (Subarea E1) and includes a total of 492 residential units that are non-age restricted, leaving eight available non-restricted units available within Subarea E1. This is a request to shift 288 units from one residential category to another within the PUD text.

COMPREHENSIVE PLAN:

- The Comprehensive Plan recommends the site for Senior Housing uses. These areas may contain a variety of housing types and incorporate professional services intended to serve area residents. The Plan indicates that the area should include well-defined, passive green spaces with pedestrian access. Where possible, such facilities should be designed to encourage safe and convenient access to nearby retail uses and amenities.

- Building heights of 1 to 5 stories and net densities of 10-20 dwelling units per acre are recommended. The proposed development is consistent with the recommendations.

CURRENT PERMITTED USES:

- Permitted uses within the Subarea E1 text include Continuing Care Retirement Community, attached residential dwellings, attached residential dwellings with assisted care and/or long-term skilled nursing care, a long list of accessory uses to the Continuing Care Retirement Community and park. The text limits non-age restricted units to 500. This is the final site to develop within Subarea E1 of the PUD

PROPOSED TEXT MODIFICATION:

- Section A.1.b. of the Subarea E1 text indicates... “non-age restricted residential dwellings not to exceed 500 units provided, however, not more than 15% of such units may be 3-bedroom units, and 4- and 5-bedroom units are prohibited.” **The proposed text amendment would increase the number of non-age restricted units to 788 (+288) and reduce continuum of care senior housing to 562 units (-288).** The text currently permits three-bedroom units up to 15% of the total units for the overall subarea, but **staff recommends that the text is modified to limit this development to only one- and two-bedroom units** to minimize impacts on school district enrollment and to encourage employment-aged residents.

CONCEPTUAL PLAN:

- **Site Layout.** Proposed development of the site includes a generally circular layout with one access point from the existing entry feature pond at Hickory Chase Way and Britton Parkway. Interior green spaces are provided for residents as part of the layout, and the natural area along the southern edge of the site will be preserved. The proposed plan includes a total of 12 residential buildings in two sizes, as well as a clubhouse with pool and sports courts. The concept plan includes will include 108 one-bedroom units and 180 two-bedroom units (average of 1.625 beds/unit).
- **Parking & Circulation.** The conceptual plan includes a total of 480 spaces which meets minimum code requirements, but exceeds the 10% maximum (475 spaces). **Staff recommends that the final development plan meet the requirements of the Parking Code.** Plans include four garages for residents that would incorporate 32 of the proposed spaces.
- **Access.** The Building/Fire Code requires a second fire access for developments with more than 200 sprinkled units. **The Final Development Plan will be required to provide an acceptable second access or the development will be limited to 200 units to comply with the Code.**
- **Landscaping.** A detailed site plan and landscape plan will be necessary as part of the Commission’s review of the final development plan.
- **Architecture & Materials.** Proposed residential buildings are three story and include a combination of brick with shingle siding and dimensional asphalt shingle roof. The clubhouse will be one-story with similar materials. Architectural elevations and material samples will be required as part of the final development plan review. **Conceptual architecture has been incorporated into the development text to establish the level of quality expected at the Final Development Plan stage.**

[END OF REPORT | PZ-22-73]

Mr. Combs noted for the record that the text modification is shifting units from one category to another, so the total number of units does not change. He reiterated that the proposed housing would provide workforce housing as limited to one- and two- bedroom units and will balance the need to minimize impacts on safety services and school district enrollment.

Mr. Lewie inquired about the density of the project; Mr. Combs noted that the density of the text remains the same, but the development is proposed at a much lower density than the text would allow.

Vice Chair Schneck asked about the difference in the residential categories in the text; Mr. Combs explained that the non-age restricted units could be occupied by anyone. He said that the continuum of care category was designed for older residents and included everything from independent living to assisted living and highly supervised care. He said the type of unit within that category would impact what building code classification the development would fall within.

Mr. Pannett asked about other portions of the development; Mr. Combs said that Hickory Chase Way was the original building that includes 150 units. The Verena at Hickory Way is currently under development and has 53 units, and the Inn at Library Way has 80 units with expansion area for an additional 40 units. He noted that the Greyson at Hickory Chase (non-age restricted) has 492 units out of the permitted 500.

Glen Duggar, Smith and Hale, representing the applicant agreed with staff and said that the property is the last portion of Subarea E1 to develop. He said the report is accurate and some additional adjustment fine-tuning is needed on the site plan to come back to the Commission. He said that there have been significant challenges to change from the 1,750 total units expected with the Erickson development. He said that the applicant agrees with the conditions.

Ms. Hale inquired as to the thinking behind switching the housing units; Mr. Duggar explained that the Greyson was developed to get Subarea E1 underway with market-driven housing. As the original community center, the library was seen as a huge positive for the area. He noted that the library and Hickory Chase were connected, which created issues to work through. He said that there have been a number of senior projects through the city which requires additional police and fire service and that workforce housing is now more needed. He said that the housing needs for the area have changed since the original development concept. He confirmed for Ms. Hale that the housing changes proposed for the area are market driven.

With no public comment, Mr. Uttley (seconded by Mr. Lewie) made a motion to approve a PUD Development Text modification under the provisions of Hilliard Code Chapter 1117 to increase the maximum number of non-age restricted residential dwellings from 500 to 788 to permit a development of 288 multi-family dwelling units on 15.04 acres with the following four conditions:

- 1) That the text is modified to limit the proposed development to only one- and two-bedroom units prior to being heard by City Council;
- 2) That the applicant address site access to the satisfaction of staff and the Norwich Township Fire Department as part of the Final Development Plan;
- 3) That parking spaces not exceed the Code by more than 10% as required in Section 1127.02(g); and
- 4) That all site and design details be brought back to the Commission for Final Development Plan review.

Status:	Approved (6-0) with four conditions.
Mover:	Mr. William Uttley
Second:	Mr. Chris Lewie
Ayes:	Vice Chair Bevan Schneck, Eric Gutknecht, Chris Lewie, Tracey Nixon, Tom Pannett, William Uttley.

CASE 2: PZ-23-1 – 3C TECHNOLOGIES – 3363 LEAP ROAD

PARCEL NUMBER: 050-002367

APPLICANT: 3C Technology Solutions, 3840 Lacon Road, Suite 14, Hilliard, OH 43026; c/o Robert Foster, Earthmetric LLC, 322 Meadow Lane, Circleville, OH 43113.

REQUEST: Review and approval of a lot split under the provisions of Hilliard Code Section 1188.05 to create a ±0.772-acre parcel from a 1.582 parcel.



Resolution: 23-R-13

Adopted:

Page 1 of

Effective:

APPROVING CHANGES TO THE ANSMIL PLANNED UNIT DEVELOPMENT ("PUD") PLAN AND TEXT TO AMEND THE NUMBER AND TYPE OF RESIDENTIAL UNITS AND TO MODIFY EXTERIOR BUILDING MATERIAL STANDARDS FOR SUBAREA E1.

WHEREAS, City Council approved a Planned Unit Development District ("PUD") consisting of 320± acres of land for the Ansmil PUD by passage of Ordinance No. 99-57, effective January 12, 2000 (the "Ansmil PUD"); and

WHEREAS, City Council approved a first modification to the Ansmil PUD to modify the provisions of the General Development Standards, creating Subareas A1, A5, and A6, and modifying the boundaries and standards for Subareas A2, A3, A4, B1 and B3 by approving Resolution No. 06-R-07 on February 13, 2006; and

WHEREAS, City Council approved a second modification to the Ansmil PUD to modify the provisions and requirements of the General Development Standards, create Subarea E1, eliminate Subareas B3 and B4, and modify the boundaries and development standards and requirements for Subareas B1, B2, C1, C2, C3, C4, C5, C6, C7, C8 and D1 by approving Resolution No. 07-R-08 on March 26, 2007; and

WHEREAS, City Council approved a third modification to the Ansmil PUD to modify subareas, permitted uses and development standards for a portion of Subarea E1; and, among other changes, to eliminate Continuing Care Retirement Community as the primary use within Subarea E1 and permit the following uses: senior residential, non-age restricted residential dwellings (not to exceed 500 dwelling units), public library, public or private parks, recreational activities or uses, office and ancillary services, bank and financial institutions, eating and drinking places, neighborhood business, personal services and home occupations by approving Resolution No. 14-R-86 on February 9, 2015; and

WHEREAS, City Council approved a fourth modification to the Ansmil PUD in Subarea E1 to specify minimum building and pavement setbacks and to modify exterior building materials and lighting standards by approving Resolution 22-R-36 on April 25, 2022, for the Verena at Hickory Chase; and

WHEREAS, staff finds that the proposal represents a reasonable effort toward the accomplishment of the original PUD Zoning Development Plans as approved by Council and such requested modifications are not in conflict with the general health, safety, and welfare of the public or the development standards of the Planned Unit Development District; and

WHEREAS, at its regularly scheduled and advertised meeting on February 9, 2023, the City's Planning and Zoning Commission voted to forward a positive recommendation to City Council to modify the Ansmil PUD to amend the number of continuum of care and non-market restricted units and to modify exterior building materials standards for a portion of Subarea E1 as requested by the Applicant; and

WHEREAS, a copy of the plan showing the amended portions of the Development Plan and Text for the Ansmil PUD Subarea E1 are attached hereto as Exhibit "A" and incorporated herein by reference (the "Revised Plan and the Ansmil Development Text PUD dated February 27, 2023").

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio that:

SECTION 1. Council finds that amending the Ansmil PUD as requested by the Applicant is in the best interest of the City and its residents. The Ansmil PUD Concept Plan and Text is amended to specify the number of continuum-of-care residential units and non-age restricted units and to modify exterior building material standards by including architectural concepts that demonstrate expected quality levels for a portion of Subarea E1.

SECTION 2. The plan showing the amended Concept Plan and Text, **attached** hereto as **Exhibit "A"** and incorporated herein by reference, is approved and shall hereafter be included in the Ansmil PUD Concept Plan and Text.

SECTION 3. This Resolution is effective at the earliest time provided for by law.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-13						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-13** passed by the Hilliard City Council on the 27th day of February 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 27th day of February 2023.

Diane C. Werbrich, MMC

ANSMIL PUD Sub Area E1

AMENDED 11/19/14 (14-R-86); 04/25/22 (22-R-36); 02/27/23 (23-R-XX)

AMENDMENT NOVEMBER 19, 2014

Sub Area E1 is located on the west side of the Britton Parkway extension, east of Leap Road, north of Sub Area C5 and south of Sub Areas B1 and B2. The site is ±85.9 acres in size. See Exhibit A. The use of the entire Sub Area was originally intended as a Continuing Care Retirement Community (CCRC); However, only a portion of the Sub Area has been developed for this use and the purpose of this Amendment is to adjust the plan and text to allow for and accommodate additional and coordinated uses within the Sub Area. A senior residential building is currently constructed within a portion of the property as shown on Exhibit A and the expectation is that this building will be used for senior residential housing. The Sub Area will also contain the development of the existing but unfinished "Community Building" which will be redeveloped for use as a public library. The other areas within the Sub Area shall be used and developed in accordance with this text.

A. Permitted Uses

1. The following uses shall be permitted in any structure within the Sub Area:
 - a. Senior Residential (including but not limited to CCRC, independent senior residential, assisted senior residential, memory care, skilled nursing and dementia care may be developed so long as such use does not exceed 850 562 residential units.
 - b. Non-Age Restricted Residential Dwellings not to exceed 500 788 units provided, however, not more than 15% of such units may be 3-bedroom units, and 4- and 5-bedroom units are prohibited. For Parcel #050-011430 units will be limited to one- and two-bedroom only.
 - c. Public Library.
 - d. Public or Private Park, Indoor and Outdoor Swimming Pools, other Public or Private Recreational Activities and Uses.
 - e. Office: Administrative, business medical or professional offices; medical or dental laboratories; health and allied services; healthcare facilities including inpatient and outpatient care; medical offices and ancillary services; physical therapy; health club and fitness facilities; civic, social and fraternal associations; photographic studios, including commercial photography; education services.
 - f. Bank and Financial Services and Institutions; Commercial or Savings Banks; Credit Institutions.
 - g. Eating and Drinking Places including, without limitation, pubs and taverns, cafeteria services (provided, however, any drive-up or drive-through service shall obtain a conditional use permit for such activity).

- h. Neighborhood and Personal Services; convenience stores; retail bakeries; florists; pressing, alterations and garment repair; custom tailors; shoe repair; barbershops; beauty shops; spas; pharmacies; and other retail uses.
 - i. Home Occupations as permitted by the Hilliard Zoning Code.
2. Unless the definition of a use is provided in this PUD, the use definitions contained in the City's Codified Ordinances shall apply if the code contains a definition for that use.

B. Development Standards: Four-Sided Architecture

- 1. Unless specified otherwise in this written text, the development standards of Chapter 1157 of the Codified Ordinances of the City of Hilliard shall apply to Sub Area E-1. Basic development standards are compiled regarding proposed density, site issues, traffic circulation, and landscape and architectural standards. These component standards ensure consistency and quality throughout the development of Sub Area E-1.
- 2. All buildings shall have four-sided architecture with equivalent materials, fenestration and architectural details on all four sides of the building provided, however, any residential building may reduce façade materials, fenestration and detailing on any side which is "internal" and cannot be viewed from any public right-of-way or from any adjoining property. All architecture shall be subject to Planning and Zoning Commission review at the time of the Final Development Plan.

E1.01 Density, Height, Lot and/or Setback Commitments

- 1. Building coverage shall not exceed forty (40) percent as defined by Hilliard City Code Section 1107.01 as measured for the entire Sub Area. Total impervious surface coverage shall not exceed seventy (70) percent of the total site acreage within the entire Sub Area.
- 2. The maximum height limit for residential buildings shall be four stories with walkouts. No more than fifty (50) percent of each residential building's footprint can have walkouts. Maximum height for residential buildings shall be forty-five (45) feet as measured per City Code. Architectural elements like chimneys, parapets and cupolas may exceed this height limitation. Rooftop mechanical equipment shall be screened from off-site visibility in accordance with City Code. Height is determined from the average grade plane to average roof plane. Walkouts are allowed in this Sub Area but are not included in the average grade plane calculation.
- 3. Setbacks from the right-of-way of Leap Road shall be a minimum of fifty (50) feet for buildings and zero (0) feet for pavement; however, up to sixty (60) percent of the perimeter drive along Leap Road is permitted to encroach the pavement setback by a maximum of fifty (50) percent. The building and pavement setback from Britton Parkway shall be fifty (50) feet minimum. For Parcel #050-011722, the minimum building and pavement setbacks from Hickory Chase Way shall be twenty (20) feet.
- 4. The minimum building and pavement setbacks from the north and south property lines of the overall Sub Area shall be twenty (20) feet.

5. Building, parking and pavement setbacks from internal property lines within the Sub Area shall be zero (0) provided, however, that building and pavement setbacks from any public park established in the Sub Area shall be ten (10) feet for buildings and zero (0) for parking and pavement.
6. All setbacks shall be landscaped in accordance with the requirements of this text.
7. For Parcel #050-011722 the minimum setback for decks and patios from the Hickory Chase Way right-of-way line shall be twenty (20) feet. From any other property line the minimum setback for decks shall be ten (10) feet and the minimum setback for patios shall be three (3) feet.

E1.02 Access, Loading, Parking and/or Traffic-Related Commitments

1. Parking requirements shall be determined in accordance with the City Code Section 11133.01 and as may be reduced by the Planning and Zoning Commission in accordance with the approved Final Development Plan for that use based on actual parking demand.
2. The developer will work with staff to provide adequate parking in each phase of the development which shall be reviewed and approved at the time of the Final Development Plan approval for that use. All parking lots shall be curbed except as required for ADA requirements.
3. All 90-degree parking spaces shall be a minimum of 9 feet wide by 18 feet in length. Drive aisles shall be a minimum of 22 feet wide.
4. Internal private drives shall be utilized within the development, provided that an east-west public street shall be constructed and dedicated to the City located as shown on the Exhibit A. All private drives shall meet the City of Hilliard Zoning Code and the City Engineer's requirements for strength and durability. Private drives shall be a minimum of 22 feet wide, provided however that fire apparatus drives shall be 24 feet wide unless otherwise approved by Norwich Township Fire Department.
5. All access points shall be subject to the review and approval of the Hilliard City Engineer. Vehicular access to Britton Parkway, Leap Road and Davidson Road shall be as set for on the Site Plan.
6. There shall be an eight-foot-wide bike path along the west side of Britton Parkway and a five-foot-wide sidewalk shall be provided along both sides of the East-West public street unless otherwise approved by the Planning and Zoning Commission upon demonstration by the applicant that sidewalks on both sides would be practically difficult or unnecessary. The sidewalk and bike path shall be installed with roadway improvements and will be dedicated to the City of Hilliard, provided, however, that the bike path may be re-routed as approved by the City Staff to accommodate adjacent development.
7. A 5-foot-wide sidewalk along Leap Road shall be provided by the Developer/Applicant at the time of development of the area of the land adjacent to Leap Road. Connections

between the private walkways and the public pedestrian facilities along Britton Parkway and Leap Road shall be made as each area adjacent to such street is developed. Pedestrian paths and pedestrian connectivity to the Library and Public Park from adjacent use areas are encouraged and will be determined at the time of the Final Development Plan for such area.

E1.03 Architectural Standards

The site plan layout and architecture for each use within the Sub Area will be reviewed at the Final Development Plan stage, provided that the architecture, quality of design and materials for any structures shall be consistent with the existing Continuing Care Retirement Buildings (the Library and existing senior residential building constructed on the property) and the elevations attached hereto as Exhibits to this PUD modification (DRKenney elevations)

1. Color Palette: Earth tones, muted and natural tones are required. Trim colors may include white. Accent colors in brighter hues are permitted for building accent features only for elements such as awnings, doors, limited trim, etc. A mixed palette on a single building should be carefully selected so all colors harmonize with each other.
2. Materials:
 - a. Warm-tone brick, decorative oversized masonry block, stone veneer or Ohio Limestone stucco stone (equal or better than Stone Products Corporation, type: Ohio Limestone) must be used on a minimum of 35% on each elevation of all structures [see also 2(f)(3) below]. "Each elevation of all structures" is defined as the entire exterior surface area and excludes windows and doors in calculating the minimum percentage of material required. Bridges and covered walkway links are excluded from this requirement. At no time shall warm-tone brick, decorative oversized masonry block, stone veneer or Ohio Limestone stucco stone be less than 20% of the total façade including doors and windows. For one story residential buildings on Parcel #050-011722 the quality of architectural design and exterior materials shall be consistent with that shown on Sheet A2.1 of the Ansmil PUD Concept Plan drawings. **For Parcel #050-011430 residential buildings shall provide for the quality and architectural design and exterior materials consistent with that as indicated on Sheet A2.2 and A2.3 of the Ansmil PUD Concept Plan Drawings as identified within this Sub Area E1 text.**
 - b. EIFS or stucco may be used as an accent material provided it does not exceed ten percent (10%) of the exterior façade material for each elevation. On residential buildings EIFS may be used as articulation on bays and balconies and around windows and shall not be used above the soffit line. On non-residential units, EIFS may be used so long as it has the appearance of being brick or of split-faced elements.
 - c. Concrete or masonry foundations should only have ±16-inch exposure above finished grade before the primary exterior finish materials begin.

- d. Exterior cladding shall be within the color palette in Paragraph 1 above and be traditional materials most commonly found on similar building types. The remaining balance of each building, less “a,” “b” and “c” above shall be comprised of the following:
 - (1) Hardi-plank or equivalent.
 - (2) Wood lap siding, composite lap siding and cedar shake siding painted or stained.
 - (3) Translucent composite glass panels.
 - (4) Other exterior cladding materials as approved by the City at the time of Final Development Plan.
- e. Roofs:
 - (1) Pitched roofs with gables or hips at ends shall have a minimum slope of 4:12.
 - (2) Flat roofs are permitted, but shall have mansards to provide the appearance of a pitched roof when viewed from all sides or as approved by the City at the time of Preliminary Development Plan.
 - (3) Materials on sloped roofs shall be one of the following: cedar shakes, tile, standing seam metal, slate, synthetic slate, translucent composite/glass panels or dimensional asphalt or fiberglass singles. Shingles are to be a minimum medium-weight dimensional or dimensional-look shingles.
- f. Scale
 - (1) Structures shall be designed to harmonize with the landscape.
 - (2) The scale of each building can be aided through the use of articulated building elements such as porticos, dormers, recesses, awnings and other such elements that help break up the building mass.
- g. Wall Articulation/Fenestration:
 - (1) In addition to using building elements to articulate the building mass, individual walls must be articulated with fenestration, pattern or structural expression equally on all sides of each structure.
 - (2) The amount of fenestration should be proportional with the amount of solid façade.
 - (3) Four-sided architecture is required, which means all buildings shall have four-sided architecture with equivalent materials, fenestration and architectural details on all four sides of the building provided, however, that any residential building may reduce façade materials, fenestration and detailing on any side which is “internal” and cannot be viewed from any public right-of-way or from any adjoining property as approved by the Planning and Zoning Commission at the time of Final Development Plan.

E1.04 Buffering, Landscaping, Open Spaces and/or Screening Commitments

- 1. Landscaping
 - a. All landscaping shall be in accordance with the requirements of Hilliard City Code Section 1331.

- b. Landscape plans for Leap Road and Britton Parkway frontage shall be reviewed and approved by the City Arborist at the Final Development Plan stage.
- c. Tree preservation shall include a tree survey that accounts for all 6-inch caliper trees and greater. A tree of 6 inches in caliper or greater at diameter breast height (DBH) is considered a protected tree for this development which means it is a tree which must be replaced inch per caliper inch in accordance with the requirements of Hilliard City Code Chapter 1331. A Tree Preservation Plan shall be submitted at the time of Final Development Plan submittal. The total number of caliper inches of replacement trees for a site shall equal or exceed the combined diameter of the protected trees removed. The replacement tree requirement can be included in the total site tree landscaping requirement. The Tree Preservation Plan must meet the requirements of Hilliard City Code Chapter 1331 unless stated within this text. Trees that are 6 inches and greater in diameter at DBH shall be preserved but may be replaced within Sub Area E-1 wherever possible.
- d. Standard tree preservation practices will be used to preserve and protect trees during all phases of construction.
- e. Within the 55-foot stream buffer preservation corridor along the south property line, the existing landscaping previously installed south of the black fence shall be maintained.
- f. Any portion of a lot upon which a building or parking are is not constructed shall be landscaped with lawn at a minimum. Those areas designated as landscaped buffers, tree lawns, tree preservation zones, entry features or other landscaped features shall be maintained meeting the minimum standards in Hilliard Codified Ordinances Chapters 917, 921 and 1331. The use of in-ground sprinkler systems where appropriate is strongly encouraged.
- g. Non-irrigated natural meadow and reforested areas shall be permitted.
- h. Protection of Landscaped Islands: parked vehicles may hang over the interior landscaped area not more than two and one-half (2 ½) feet, as long as concrete curbs are provided to ensure no greater overhang or penetration of the landscaped area. All parking spaces and landscaped islands shall meet the requirements of the Hilliard Codified Ordinances, Chapters 1133 and 1331 unless otherwise specified within this text.
- i. Screening of Mechanicals: No materials, supplies, equipment or products shall be stored on any portion of the parcel outside the permitted structure. Mechanical equipment or other utility hardware on the ground or buildings shall be screened from view with plant materials.
- j. Curbs to Protect Screening Material: Whenever screening material is placed around any trash disposal unit or waste collection unit which is emptied or

removed mechanically on a regularly occurring basis, a curb to contain the placement of the container shall be provided within the screening materials on those sides where there is such material. The curbing shall be at least one foot from the material and shall be designed to prevent possible damage to the screening when the container is moved or emptied.

- k. Tree Planting Requirements: There shall be tree plantings equal to one-half inch in tree trunk size for every 500 square feet in ground coverage by a residential structure. These trees shall be a minimum of 2 1/2 -inch caliper at the time of installation and are in addition to the street tree planting requirements.
 - l. Minimum Trees: The following minimums are required, based upon total ground coverage for the vehicular use areas:
 - 1) Up to 20,000 square feet: A minimum of one tree per 5,000 square feet of ground coverage, and a total tree planting equal to 1 inch in the tree trunk size for every 2,000 square feet of ground coverage.
 - 2) Between 20,000 and 50,000 square feet: A minimum of one tree for every 5,000 square feet of ground coverage, and a total tree planting equal to 10 inches plus one-half inch in tree trunk size for every 2,000 square feet over 20,000 square feet in ground coverage.
 - 3) Over 50,000 square feet: A minimum of one tree for every 5,000 square feet of ground coverage, and a total tree planting equal to twenty-five inches plus one-half inch in tree trunk size for every 4,000 square feet over 50,000 square feet of ground coverage.
 - 4) Trees shall have a clear trunk of at least five feet above the ground, and the remaining area shall be landscaped with shrubs, ground cover, not to exceed two feet in height.
 - 5) No new tree planting shall be required if existing trees and the aggregate trunk sizes of such trees meet or exceed the requirements as set forth in this chapter. The minimum tree size for such tree plantings shall be no less than two and one-half inch in trunk diameter.
 - m. The applicant or owner shall plant such trees as may be required within one year or the next planting season after issuance of a building permit. Failure to comply with the landscaping requirements shall be in violation of this section and be subject to citation.
 - n. A 6-foot-tall black, metal ornamental picket fence has been installed along the Leap Road and Britton Parkway frontages and along the north and south boundary of the site.
2. A "Tree Preservation Area" located as shown on Exhibit B shall be dedicated to the City as a public park. The park shall be used for passive recreational uses. Dedication of this Tree Preservation Area as a public park shall serve to meet the parkland dedication requirements of the City Code section 1179.07. The boundary of the Tree Preservation Area and adjacent private property shall be clearly demarked with dark green or black lighted or luminescent bollards not greater than 36 inches in height, the final design of

which shall be determined at the time of Final Development Plan and appropriately spaced so as to denote such boundary.

E1.05 Dumpster, Lighting, Outdoor Display Areas and/or other Environmental Commitments

1. All interior private street lighting shall not exceed 20 feet in height.
2. External lighting for parking lots and drives shall be cut-off-type fixtures. Decorative coach lighting may be used adjacent to residential units. Decorative coach lights may be building- or post-mounted and shall be compatible with the surrounding architecture.
3. All types of parking, pedestrian and other lighting shall be on poles or mounted on individual units and shall be from the same type and style.
4. All light poles and standards shall be metal and shall be bronze in color.
5. Landscape and building uplighting from a concealed source shall be permitted, as approved by City staff.
6. All lights shall be arranged to reflect light away from any exterior street or adjacent property.
7. No colored lights shall be used to light the exterior of the buildings.
8. Waste and Refuse:
 - a. All dumpsters for waste and refuse shall be containerized and screened from view on three sides by a solid masonry wall, wood fence, vegetation or materials compatible with building materials and at least 6 inches taller than the height of the dumpster. The fourth side shall contain a durable gate with the frame to be made of metal, resin or similar material, and the outer material may be wood, metal, resin or similar material. The gate shall also be at least 6 inches taller than the height of the dumpster.
9. Storage and Equipment and Service Areas:
 - a. No area of the site will be used for outdoor storage, except within an enclosed maintenance yard as specified on an approved site plan. No materials, supplies, equipment, products or corporate owned or corporate used vehicles, shall be stored or permitted to remain on any portion of the parcel outside of any permitted structure or approved storage area.
 - b. Mechanical equipment or other utility hardware shall be screened from public view with plant materials or materials harmonious with the building.
 - c. No noises, smoke, odors, vibration or other nuisances shall be permitted.

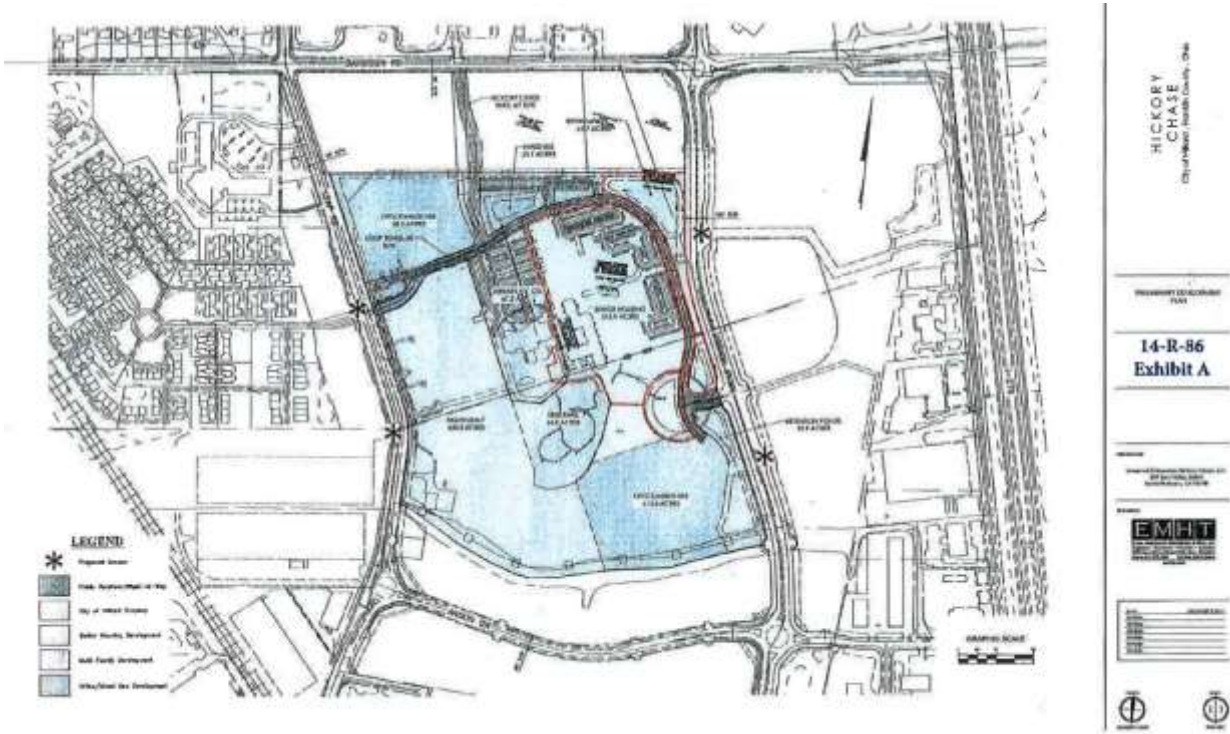
E1.06 Graphics and Signage Commitments

1. The overall design of signage and graphics shall be of a unified appearance and shall be compatible with the overall Sub Area architectural character with respect to materials and colors, and no signs shall be internally illuminated.
2. In regards to materials and colors, all signage elements shall be compatible with the architectural character of the campus buildings.
3. All signage and graphics shall conform to the Hilliard Graphics and Sign Code Chapter 1191, unless noted within this text or otherwise approved as part of a comprehensive signage package.

E1.07 Miscellaneous Commitments

1. Utilities: All new utility lines including water service, electricity, telephone and gas, and their connections or feeder lines shall be placed underground. Where feasible, all above-ground utility boxes shall be placed at the rear lot lines or sufficiently screened, subject to staff approval.
2. Amendments: In the event the developer of any property within the Sub Area desires to make minor amendment to these development standards, which minor amendment is determined by staff to be a minor amendment in their administrative capacity, such amendment must be reviewed and approved by the Planning and Zoning Commission. Any amendment not determined to be a minor amendment by staff or the Planning and Zoning Commission for Sub Area E1 shall be submitted in accordance with Hilliard City code Section 1157.04(i), PUD Amendments.

SUB AREA E-1

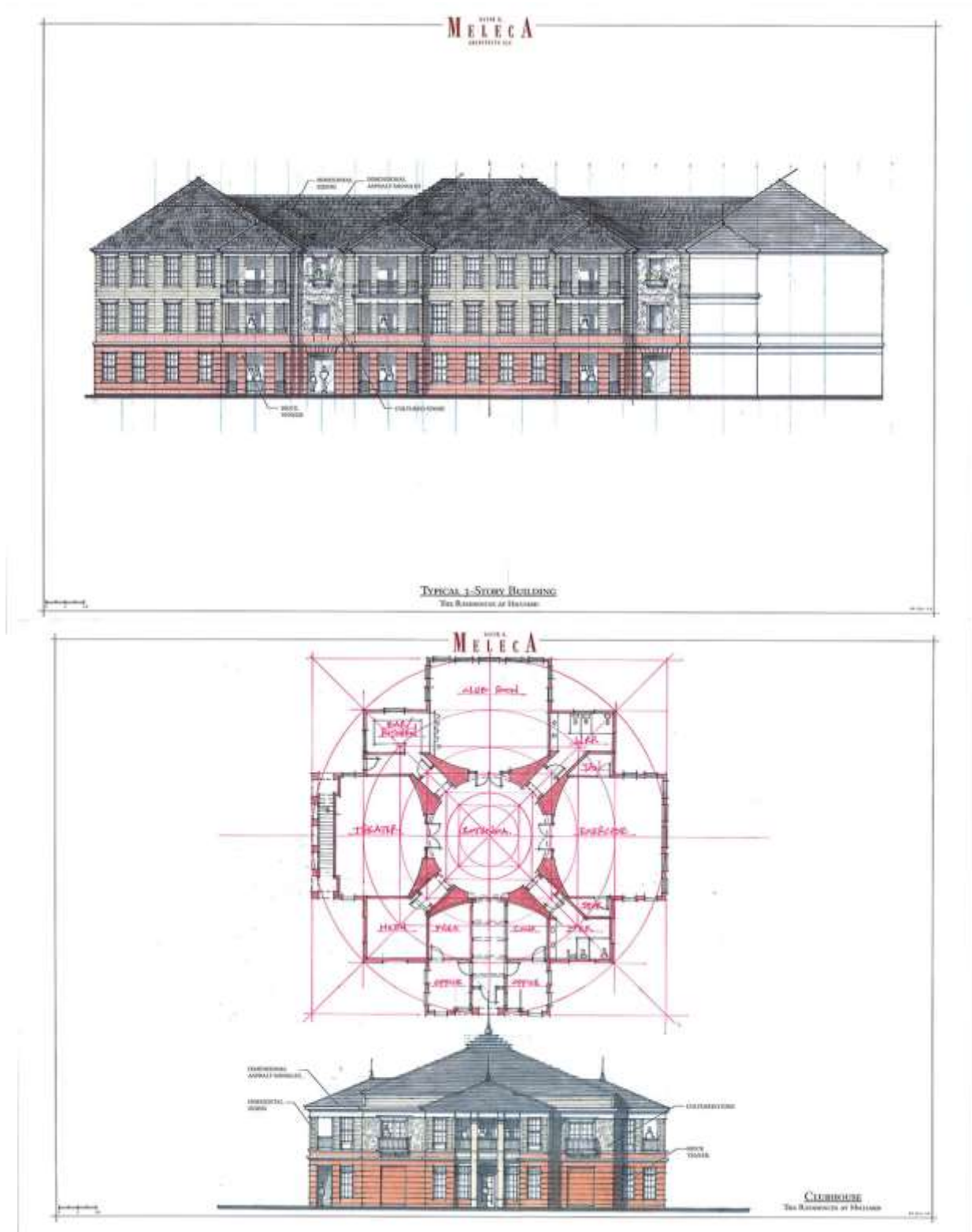


DRKenney Elevations [as amended by 14-R-86]



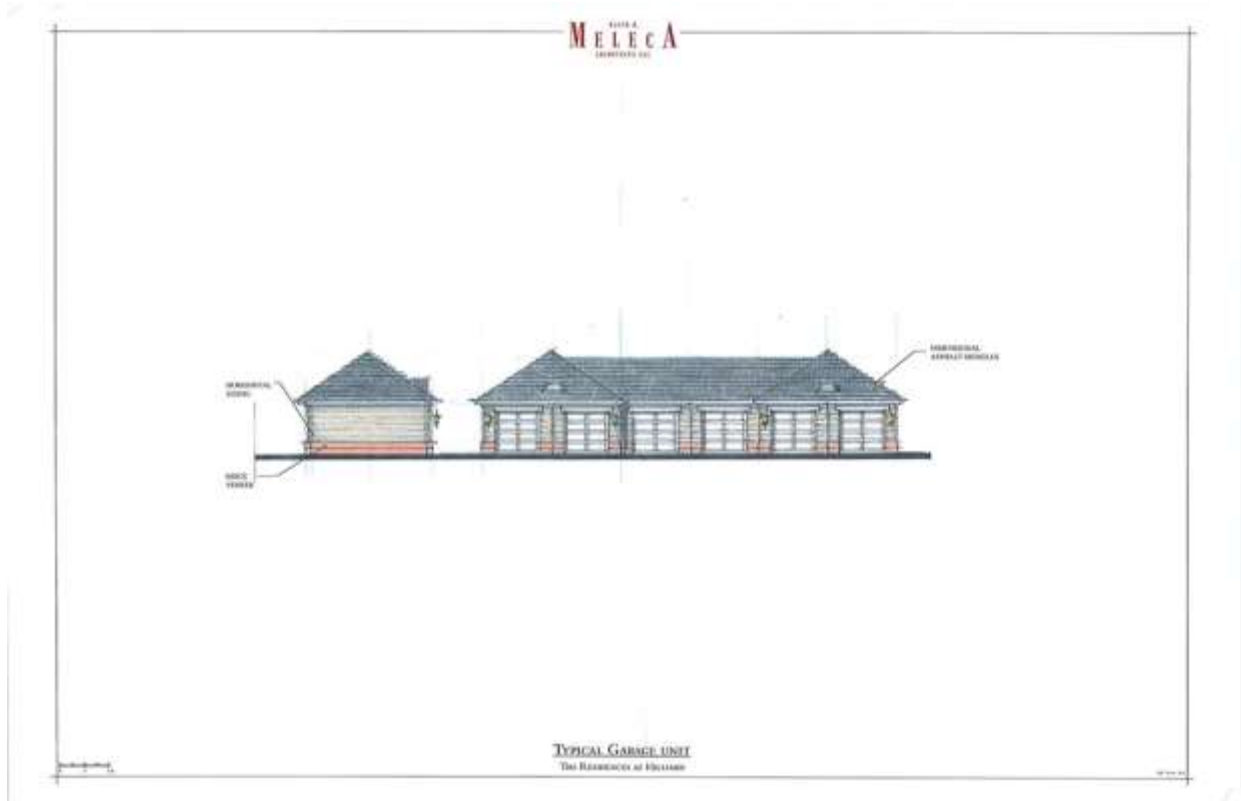
Attachment: EXHIBIT A Ansmil E1 Text (23-R-13 : Modifying the Ansmil PUD Text for Subarea E1)

DRKenney Elevations [as amended by 14-R-86]



Attachment: EXHIBIT A Ansmil E1 Text (23-R-13 : Modifying the Ansmil PUD Text for Subarea E1)

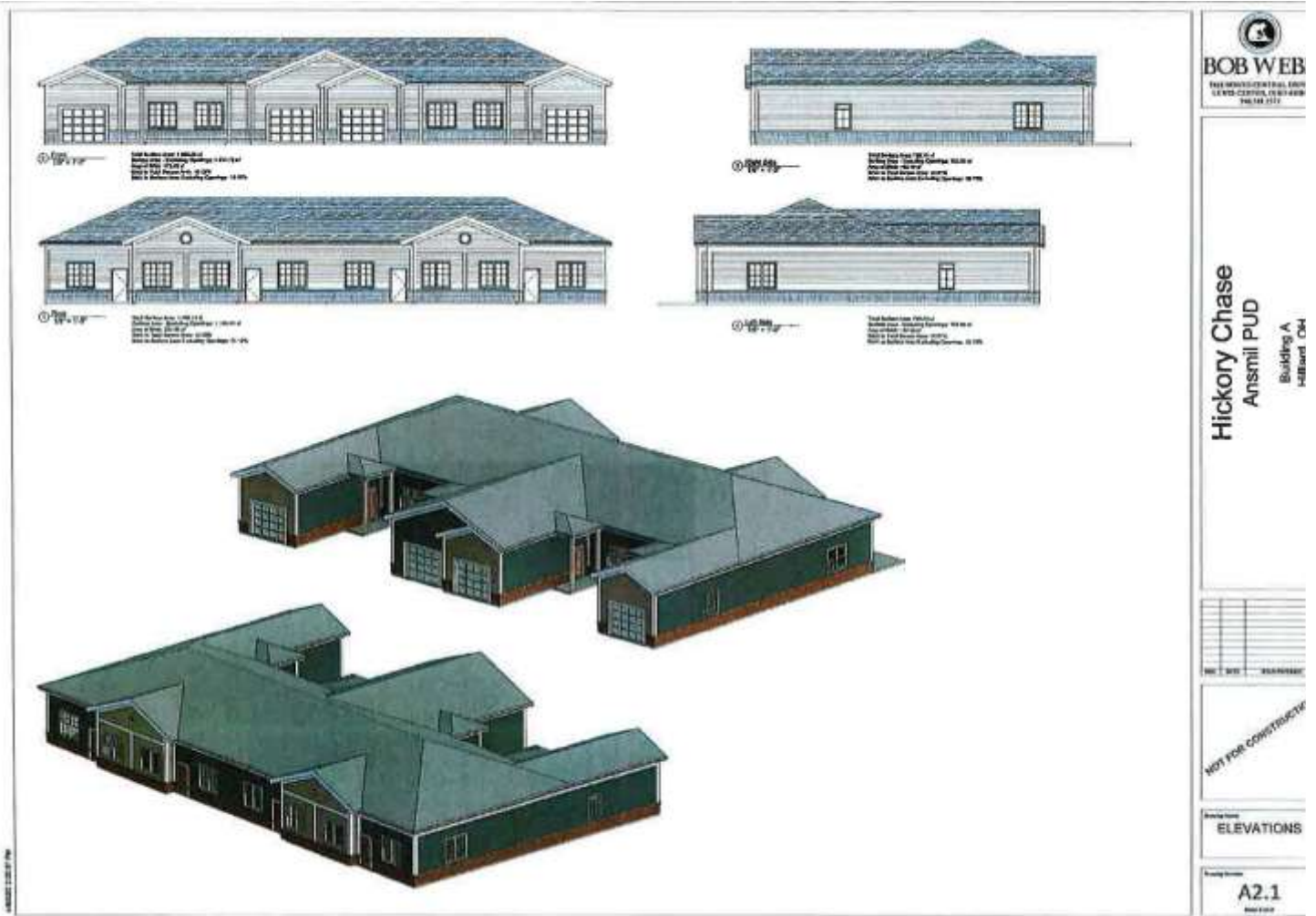
DRKenney Elevations [as amended by 14-R-86]



Attachment: EXHIBIT A Ansmil E1 Text (23-R-13 : Modifying the Ansmil PUD Text for Subarea E1)

SHEET A.2.1: ARCHITECTURAL QUALITY

[PARCEL #050-011722 as amended by 22-R-36]



Attachment: EXHIBIT A Ansmil E1 Text (23-R-13 : Modifying the Ansmil PUD Text for Subarea E1)

SHEET A.2.2: ARCHITECTURAL QUALITY

[PARCEL #050-011430 as amended by 23-R-XX]



hickory chase // hilliard, oh | HOMESTEAD COMPANIES | archall



hickory chase // hilliard, oh | HOMESTEAD COMPANIES | archall

Attachment: EXHIBIT A Ansmil E1 Text (23-R-13 : Modifying the Ansmil PUD Text for Subarea E1)

SHEET A.2.3: ARCHITECTURAL QUALITY [PARCEL #050-011430 as amended by 23-R-XX]



hickory chase // hilliard, oh
SITE CAPACITY STUDY v1.0 | DECEMBER 12, 2022

HOMESTEAD
COMPANIES

archall



hickory chase // hilliard, oh
SITE CAPACITY STUDY v1.0 | DECEMBER 12, 2022

HOMESTEAD
COMPANIES

archall

Attachment: EXHIBIT A Ansmil E1 Text (23-R-13 : Modifying the Ansmil PUD Text for Subarea E1)

Council Memo: Legislation (23-R-14)

Subject: Conservation Easement from CLOP Hilliard OH LLC
From: Michelle Crandall, City Manager
Initiated by: Jeff Cox,
Date: February 27, 2023

Executive Summary

CLOP Hilliard OH LLC is required to dedicate a permanent conservation easement on its property along Smith Ditch for purposes of limiting development and activity in this easement area. The protections in the conservation easement will allow this stream bank area to function as it normally would for erosion protection, flood storage, and water quality protection.

Staff Recommendation

Staff recommends approval of this 2.467± acre conservation easement along Smith Ditch for the purpose of the easement is to protect the riparian corridor along Smith Ditch that traverses the southern portion of CLOP Hilliard OH LLC property.

Background

CLOP Hilliard OH LLC owns 26.86± acres located on the west side of Edwards Farm Road north of Davidson Road, identified as tax parcel identification number 050-006545. At its regularly scheduled meeting on August 11, 2022 the Hilliard Planning and Zoning Commission approved a Lot Split for the property that will separate 14.30± acres from the 26.86± acre tract. At its regularly scheduled meeting on September 8, 2022, the Hilliard Planning and Zoning Commission approved a 'Level B' Site Plan for the 14.30± acres of the property.

Smith Ditch, one of the streams in the northern part of the City that is tributary to the Scioto River, traverses the property parallel to and north of Davidson Road. Section 7.1.3 of the City's Engineering Design Manual requires that Stream Corridor Protection Zones (SCPZ) be established along watercourses in the City as part of the plan approval process. The purpose of these SCPZ's is to protect the riparian corridor along streams. A healthy riparian corridor along a stream provides many benefits, including erosion protection for the streambank, flood storage for the watercourse, habitat for animals, and water quality protection for runoff entering the stream. CLOP Hilliard OH LLC recently submitted plans to the City for the construction of a data center on this property. A condition of approval of these plans is for CLOP Hilliard OH LLC to establish a SCPZ on the portion of their property traversed by Smith Ditch. A SCPZ is normally defined in a conservation easement granted over the SCPZ. The owner has agreed to dedicate a 2.467± acre conservation easement to the City, described in Exhibit "A" and illustrated in Exhibit "A-1" to restrict the use of this area in an effort to maintain the area in its natural condition.

Financial Impacts

There are no anticipated financial impacts to the City due to the granting of this easement by CLOP Hilliard OH LLC.

Expected Benefits

This conservation easement will allow the area defined in the easement to be classified as a SCPZ, thereby protecting the riparian border along this portion of Smith Ditch by restricting various activities as defined in the attached conservation easement. The benefits of a healthy riparian corridor include streambank erosion protection, additional flood storage, and water quality for the stream.

Attachments

N/A



Resolution: 23-R-14

Adopted:

Page 1 of

Effective:

ACCEPTING A CONSERVATION EASEMENT FROM CLOP HILLIARD OH LLC.

WHEREAS, CLOP Hilliard OH LLC, (the “Developer”), owns 26.86± acres (the “Property”) located on the west side of Edwards Farms Road, identified as tax parcel identification number 050-006545, by the Franklin County Auditor’s Office, in the City of Hilliard; and

WHEREAS, the City of Hilliard (“City”) is currently reviewing plans for construction of a data center on the CLOP Hilliard OH LLC property; and

WHEREAS, the CLOP Hilliard OH LLC property is traversed by Smith Ditch in the City, and Section 7.1.3 of the City’s Engineering Design Manual requires a Stream Corridor Protection Zone (SCPZ) be designated along stream channels in the City as a means of establishing a riparian corridor along the water course to perform its inherent function of erosion protection, flood storage, and water quality protection; and

WHEREAS, as a condition of their construction plan approval, CLOP Hilliard OH LLC has agreed to establish a SCPZ on their property by dedicating a permanent conservation easement, being 2.467± acres, to the City, described in Exhibit “A” and illustrated in Exhibit “A-1”, attached hereto and incorporated herein; and

WHEREAS, this conservation easement restricts the use and activities allowed in the easement area in an effort to maintain the area in as natural a state as possible so it can perform its inherent function of erosion protection, flood storage, and water quality protection, consistent with the restrictions and conditions of the Deed of Easement from CLOP Hilliard OH LLC to the City, attached hereto as Exhibit “B” and incorporated herein; and

WHEREAS, it is to the interest and benefit of the City and the public at large that the easement from CLOP Hilliard OH LLC be accepted by the City of Hilliard for the aforementioned purpose.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio that:

SECTION 1. The City of Hilliard accepts a permanent 2.467± acre conservation easement from CLOP Hilliard OH LLC Enterprises, LLC, as described in Exhibit “A” and illustrated in Exhibit “A-1” attached hereto and incorporated herein.

SECTION 2. The City Manager is authorized to execute and deliver a “Deed of Easement” document with the aforementioned property owner, in a form substantially similar to the one attached hereto as Exhibit “B”, for and in the name of the City, with such changes approved by the City Engineer that are not adverse to the City and that shall not be inconsistent with this Resolution, which approval shall be evidenced conclusively by her execution thereof, and the City Manager is authorized to execute and deliver all documents necessary and appropriate to consummate acceptance of the easements, and to require conveyance documents to be delivered and recorded evidencing the granting of such easement to the City.

SECTION 3. This Resolution shall become effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-14						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-14** passed by the Hilliard City Council on the 27th day of February 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 27th day of February 2023.

Diane C. Werbrich, MMC

EXHIBIT A
DESCRIPTION OF A 2.467 ACRE EASEMENT

Situated in the State of Ohio, County of Franklin, City of Hilliard, located in Virginia Military Survey Number 4854, and being a part of that **26.860 acre** tract of land described in a deed to **CLOP Hilliard OH LLC**, of record in **Instrument Number 202301270008875**, all records referenced herein are on file at the Office of the Recorder for Franklin County, Ohio, and being further bounded and described as follows:

Commencing for reference at a southeast corner of said 26.860 acre tract, being the southwest corner of that 4.425 acre right-of-way parcel described in a deed to City of Hilliard, Ohio, of record in Instrument Number 201602230021457, and being on the north line of that 0.166 acre right-of-way parcel of the Dedication Plat and Easements Trueman Boulevard Phase II & Additional Right-of-Way for Davidson Road, as recorded in Plat Book 106, Page 54;

Thence **North 23 degrees 21 minutes 56 seconds West**, along the west right-of-way line for Edwards Farms Road (120' R/W width), as established by said 4.425 acre right-of-way parcel, along the east line of said 26.860 acre tract, a distance of **9.15 feet** to the **TRUE POINT OF BEGINNING** for this description;

Thence across said 26.860 acre tract for the following four (4) described courses:

1. **South 78 degrees 32 minutes 44 seconds West**, a distance of **277.57 feet** to a point;
2. **North 88 degrees 05 minutes 52 seconds West**, a distance of **265.11 feet** to a point;
3. **North 71 degrees 03 minutes 24 seconds West**, a distance of **47.30 feet** to a point;
4. **South 84 degrees 27 minutes 46 seconds West**, a distance of **214.02 feet** to a point on the east limited access right-of-way line for Interstate Route 270 (R/W width varies, FRA-270-3.47N), being on the east line of that 12.24 acre limited access right of-way parcel described as Parcel 220-WL in a deed to State of Ohio, of record in Deed Book 2692, Page 156, and being on the west line of said 26.860 acre tract;

Thence **North 11 degrees 36 minutes 14 seconds West**, along the east limited access right-of-way line for said Interstate Route 270, along the east line of said Parcel 220-WL, and along the west line of said 26.860 acre tract, a distance of **136.77 feet** to a point;

Thence across said 26.860 acre tract for the following four (4) described courses:

1. **North 84 degrees 27 minutes 46 seconds East**, a distance of **257.97 feet** to a point
2. **South 71 degrees 03 minutes 24 seconds East**, a distance of **56.43** to a point;
3. **South 88 degrees 05 minutes 52 seconds East**, a distance of **228.81 feet** to a point;
4. **North 78 degrees 32 minutes 44 seconds East**, a distance of **232.96 feet** to a point on the west right-of-way line for said Edwards Farms Road, being on the west line of said 4.425 acre right-of-way parcel, and being on the east line of said 26.860 acre tract;

Thence **South 23 degrees 21 minutes 56 seconds East**, along the west right-of-way line for said Edwards Farms Road, along the west line of said 4.425 acre right-of-way parcel, along the east line of said 26.860 acre tract, a distance of **138.99 feet** to the **TRUE POINT OF BEGINNING** for this description

The above description contains a total area of **2.467 acres**, all of which are within Franklin County Auditor's parcel number 050-006545.

Bearings described hereon are based on North 66 degrees 38 minutes 04 seconds East for the centerline of right-of-way for Davidson Road as measured between FCGS 1534 and FCGS 1531, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OUPS solution.

This description was prepared by Brian P. Bingham, Registered Professional Surveyor Number 8438, is based on an actual field survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.


Brian P. Bingham
Registered Professional Surveyor No. 8438



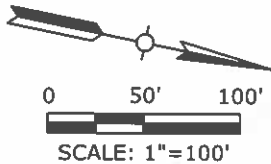
2/9/2023
Date

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF HILLIARD,
VIRGINIA MILITARY SURVEY NO. 4854

INTERSTATE ROUTE 270

(R/W WIDTH VARIES - LIMITED ACCESS)
(FRA-270-3.47N)

STATE OF OHIO
PARCEL 220-WL
D.B. 2692, PG. 156
12.24 ACRES



EXISTING LIMITED
ACCESS R/W

BASIS OF BEARINGS

Bearings described hereon are based on North 66 degrees 38 minutes 04 seconds East for the centerline of right-of-way for Davidson Road as measured between FCGS 1534 and FCGS 1531, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OUPS solution.

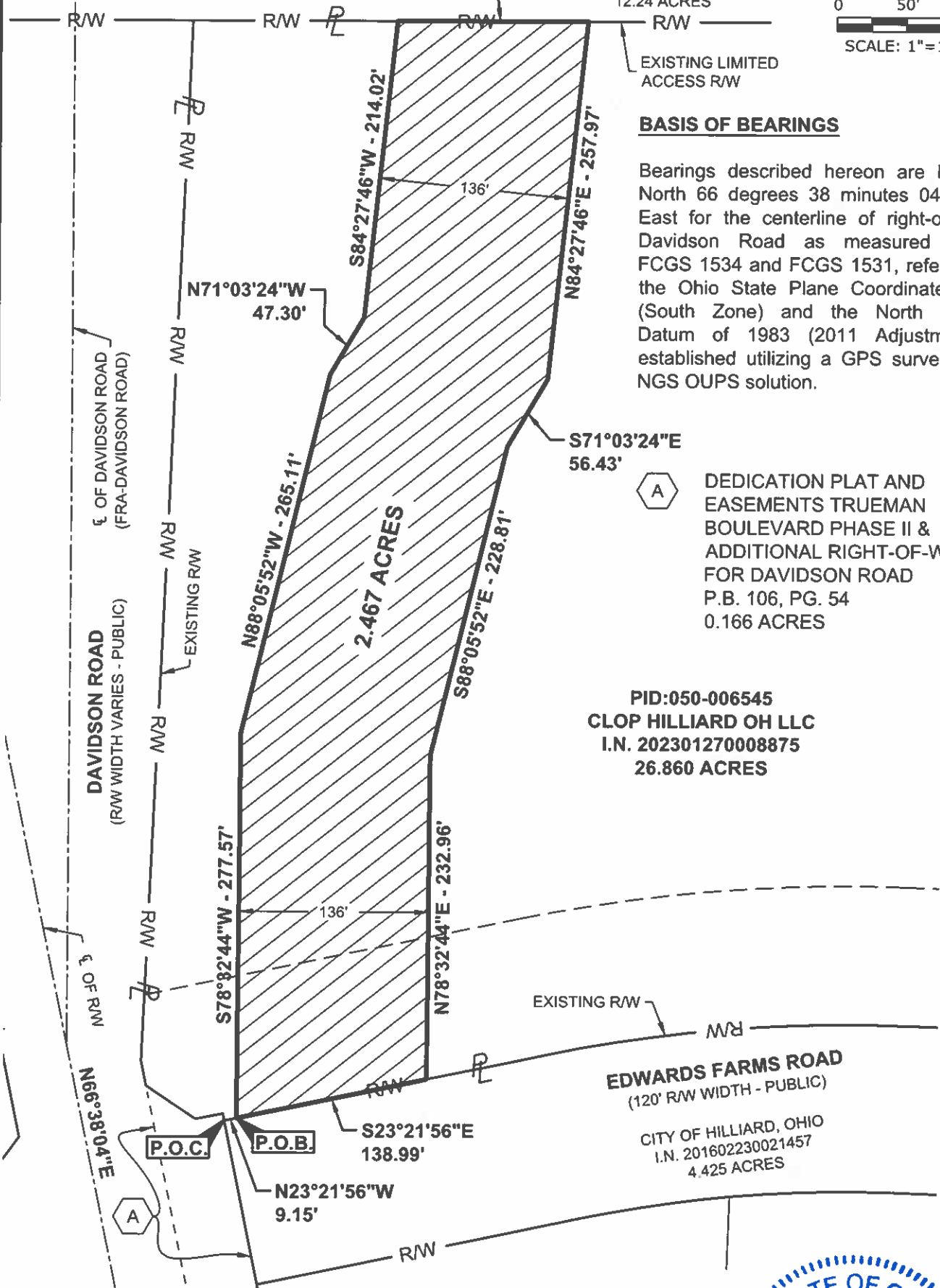
S71°03'24"E
56.43'

DEDICATION PLAT AND
EASEMENTS TRUAMAN
BOULEVARD PHASE II &
ADDITIONAL RIGHT-OF-WAY
FOR DAVIDSON ROAD
P.B. 106, PG. 54
0.166 ACRES

PID:050-006545
CLOP HILLIARD OH LLC
I.N. 202301270008875
26.860 ACRES

EDWARDS FARMS ROAD
(120' R/W WIDTH - PUBLIC)

CITY OF HILLIARD, OHIO
I.N. 201602230021457
4.425 ACRES



This easement exhibit was prepared by Brian P. Bingham, Registered Professional Surveyor No. 8438, is based on an actual field survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Brian P. Bingham

Registered Professional Surveyor No. 8438

Date



PREPARED FOR
OPPIDAN



EXHIBIT A-1
2.467 ACRE EASEMENT
FOR
OPPIDAN - EDWARDS FARMS ROAD
CITY OF HILLIARD, FRANKLIN COUNTY, OHIO

DATE:	02/08/2023
DRAWN BY:	CRH / MWM
CHECKED BY:	BPB
JOB NUMBER:	2022.01395

1 of 1

Exhibit B
DEED OF EASEMENT
DRAFT

This Deed of Easement (“Deed of Easement”) is made this _____ day of _____, 2023 by and between CLOP Hilliard OH LLC, (“GRANTOR”), and the City of Hilliard, Ohio (“GRANTEE”).

Recitals:

- A. GRANTOR owns 26.86± acres of property located in Franklin, County, Ohio, identified as parcel number 050-006545 by the Franklin County Auditor (the “Property”); and
- B. On the Property, GRANTOR desires to grant to GRANTEE a conservation easement (“Conservation Easement”) pursuant to the terms and conditions contained herein; and
- C. The legal description and graphic depiction of the Conservation Easement being granted by Grantor is attached hereto as Exhibit A and A-1 respectively, and incorporated herein (the “Conservation Easement Area”); and
- D. As a condition of the development of the Property, the GRANTOR, by conveyance of this Deed of Easement, has agreed to restrict its use of the Conservation Easement and that of the Grantee and third parties, with the intent that such restrictions run with the land.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR, for itself and its successors and assigns as owner of the Property, hereby conveys to GRANTEE a Conservation Easement (as described and depicted in attached Exhibits A and A-1) to have and to hold, and to use according to the terms and conditions contained hereafter.

§1. Use and Development Restrictions in the Conservation Easement Area. GRANTOR hereby agrees, for itself and its successors and assigns, as owner of the Property, to restrict the use of the Conservation Easement Area, as stated below.

- A. The Conservation Easement Area shall be kept in its natural state. As herein used, the term “natural state” means that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected within the Conservation Easement Area, unless otherwise expressly provided hereunder.
- B. It is understood and agreed by GRANTOR and GRANTEE that the GRANTEE may undertake measures in the future to improve water quality and enhance ecological conditions in the Conservation Easement Area as required. These measures may include stream restoration or other best practices as mutually established by the City of Hilliard, Ohio, EPA, ODNR, and the GRANTEE. The actions by the GRANTEE, its successors, assigns, employees, or agents under this Section 1.B. shall be deemed by the GRANTOR as being consistent with the purpose and intent of this Deed of Easements document and not in contradiction to the Conservation Easement granted. By execution hereof, GRANTOR hereby provides its permission for GRANTEE to undertake stream restoration or other measures to improve water quality and enhance ecological conditions in the Conservation Easement Area.
- C. No filling, drilling, excavating, removal of top soil, sand, gravel, rock minerals or other materials nor any building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature or as permitted otherwise herein, shall take place within the Conservation Easement Area.

- D. GRANTOR shall not permit spraying or other application of herbicides or pesticides unless, in advance, written permission is granted and mutual consent agreed upon by the GRANTEE.
- E. With the exception of the utilities authorized by City of Hilliard Engineering Design Manual, City of Hilliard Code of Ordinances, the easement granted by the GRANTOR to AEP under instrument No _____, and any other easement approved in writing by the GRANTEE, the GRANTOR shall not construct any utility lines or mains nor shall any interests in the Conservation Easement Area be voluntarily granted by GRANTOR to any entity for this purpose. The GRANTOR reserves the right to maintain and repair existing utility lines or mains needed to provide for the needs of the GRANTOR, or GRANTOR's successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the GRANTOR and the GRANTEE. Upon completion, the area shall be restored to its previous state or as near as practical thereto.
- F. No trees, ground cover, or other vegetation shall be removed by GRANTOR by cutting, mowing, or any other activity other than the removal of invasive and noxious species and the removal of dead trees or limbs that pose a threat to health and safety unless approved by the GRANTEE.
- G. The GRANTEE reserves the right to perform maintenance as contemplated herein and periodically inspect the Conservation Easement Area for violations of the terms of this Deed of Easement, and if upon sixty days (60) advance notice the GRANTOR, or any third party that is the cause of a violation(s), has not eliminated said violations, the GRANTEE may remove or eliminate, at the expense of the GRANTOR or third party, any violation by the GRANTOR or third party, of the restrictions contained in this Deed of Easements. GRANTOR hereby expressly permits the GRANTEE, or its authorized representative, to enter upon the Conservation Easement Area for the purposes of inspection.
- H. The GRANTEE reserves the right to post or clearly mark the boundaries of said Conservation Easement Area in compliance with its policies.
- I. Neither GRANTOR nor GRANTEE shall permit cattle or other livestock on the Conservation Easement Area.
- J. All GRANTOR activities that are prohibited on the Conservation Easement Area are also prohibited for any employee, agent, representative, visitor or licensee of the GRANTOR. The GRANTOR shall not give permission, either express or implied, to another person to perform prohibited activities.

§2. Reserved Rights of the GRANTOR and the GRANTEE. The Use and Development Restrictions declared and granted hereunder, and the covenants heretofore made, are subject to the following rights of the GRANTOR and the GRANTEE and are expressly reserved hereunder.

- A. Except as expressly limited herein, the GRANTOR reserves for itself, its heirs and assigns, all rights as owner of the Property, including the right to use the Conservation Easement Area for all purposes not in conflict with this Deed of Easements. Specifically, these rights include but are not limited to the right of quiet enjoyment and the right of recreational uses that are not in conflict with this Deed of Easement.
- B. The use of the Conservation Easement by the GRANTEE, and its successors and assigns, unless otherwise noted herein, will be restricted to maintaining, enhancing and restoring the area in a natural, scenic, open and wooded condition, as a natural environment suitable for wild native, and naturalized flora and fauna of all types.

- C. In the Conservation Easement Area, GRANTEE may install, or may permit to be installed, amenities for conservation education purposes and for public access. Compatible amenities may include: grass, mulch or stone trail(s), future linkage to existing or proposed trail ways, and placement of unobtrusive parks-grade signage associated with nature interpretation and education activities. No trails in the easement shall be paved. The placement of trails, signage, or other amenities under this Section 2(C) shall be subject to written approval by the GRANTEE.

The GRANTOR expressly reserves to GRANTEE the right to have adequate access to enter upon land in the Conservation Easement Area in the event of public drainage maintenance needs for the health, safety and welfare of the public. In these cases, the GRANTEE shall provide advance notice to the GRANTOR, and its heirs and assigns, of at least 48 hours and no more than one week of the intent to access the easement area, unless circumstances warrant a more immediate access, such circumstances to be interpreted by the GRANTEE.

§3. Perpetual Restrictions. The restrictions set forth in this Deed of Easement shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by GRANTEE, its heirs, successors, and assigns. This Deed of Easement and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of the GRANTEE and its heirs and assigns, which consent may be withheld in their sole and absolute discretion.

§4. Enforcement. If the GRANTOR, their successors or assigns, should materially violate one or more covenants and/or restrictions contained herein, GRANTOR shall have ninety (90) days after receipt of specific written notice of the alleged violation from the GRANTEE, to either dispute the violation notice or to cure the violation, so long as the violation is determined to be material. As long as the offending party is diligent in implementing a plan to remedy the material violation, the GRANTEE may extend the cure period by one or more additional ninety (90) day periods, as evidenced in writing by the GRANTEE. In the event the GRANTOR is unable or unwilling to remedy the material violation, the GRANTOR, or its successors or assigns, will be held responsible by the GRANTEE for the costs associated with such remedy as is performed by the GRANTEE.

§5. Acts of Third Parties. The GRANTOR shall indemnify, defend and hold GRANTEE harmless from the acts or omissions of the GRANTOR, its agents, employees and invitees, which occur on the Easement Area(s) and which acts or omissions are in contravention of the covenants and restrictions imposed hereunder. This section 5 does not abrogate GRANTEE'S responsibilities under Section 4 above.

§6. Severability. Each provision of this Deed of Easement and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Deed of Easement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Deed of Easement.

§7. Notices. Notices or other communication hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:

GRANTOR: CLOP Hilliard OH LLC
400 Water St, Suite 200
Excelsior, MN 55331

GRANTEE: City of Hilliard
3800 Municipal Way
Hilliard, Ohio 43026-1696

§9. **Governing Law.** This Deed of Easements shall be governed by, and construed in accordance with the laws of the State of Ohio.

The lands of the GRANTOR, herein above referred to, and to which the provisions of this instrument apply, are situated in the City of Hilliard, Franklin County, State of Ohio, and are more particularly described in the attached Exhibits A and A-1.

TO HAVE AND TO HOLD unto the GRANTEE and its assigns in perpetuity. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the GRANTOR, its heirs, successors, and assigns, and each of them, and GRANTOR WARRANTS that the title to the land above described is CLEAR, FREE, and UNENCUMBERED, and that it will DEFEND the same against all lawful claims of all persons whomsoever.

[REMAINDER OF PAGE INTENTIONALLY BLANK –
SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed this ____ day of _____, 2023.

CLOP Hilliard OH LLC
an Ohio Limited Liability Corporation

By: _____
Name: _____
Title: _____

STATE OF OHIO,
COUNTY OF _____ SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of CLOP Hilliard OH LLC an Ohio Limited Liability Corporation, on behalf of the corporation.

Notary Public

[REMAINDER OF PAGE INTENTIONALLY BLANK –
SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS]

Attachment: Exhibit B Oppidan Data Center Edwards Farms Road Conservation Easement (23-R-14 : Conservation Easement from CLOP Hilliard OH LLC)

ACCEPTANCE

The GRANTEE does hereby accept the land and associated improvements within the Conservation Easement and all the terms and conditions thereof this ____ day of _____, 2023.

CITY OF HILLIARD, OHIO

Signature: _____

Print: _____
Michelle L. Crandall, City Manager

Date: _____
STATE OF OHIO,
COUNTY OF _____ SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michelle L. Crandall, the City Manager of the City of Hilliard, Ohio, a municipal corporation, on behalf of the City.

Notary Public

Approved as to form:

Philip K. Hartmann, Law Director, City of Hilliard

This instrument was prepared by:

Kelly Clodfelder, Staff Attorney
City of Hilliard
3800 Municipal Way
Hilliard, Ohio 43026
(614) 334-2341

Council Memo: Legislation (23-R-15)

Subject: Authorizing Lease Purchase Agreement with Motorola Solutions, Inc.
From: Michelle Crandall, City Manager
Initiated by: Mike Woods,
Date: February 27, 2023

Executive Summary

This legislation identifies the purchase of replacement police portable radios.

Staff Recommendation

Staff recommends that Council approve this legislation authorizing the City Manager to enter into an agreement for the purchase of police radios.

Background

In 2022, Motorola Solutions, Inc. ("Motorola") announced it would no longer support APX 600 radios with serial numbers ending in "AN" (the "Equipment"). This includes 65 portable radios in the HPD inventory. Motorola is an authorized vendor through the State of Ohio for the Equipment, thereby eliminating the time and expense of City competitive bidding.

Motorola is offering a price per unit in conjunction with a lease-purchase agreement. The agreement includes two batteries for each radio and a 5-year essential service plan.

The quote attached to the memo is good through February 25, 2023. Motorola may subsequently re-quote and adjust the price of the lease purchase based on market interest rates, but staff is confident that it will not exceed the amount budgeted this year.

Financial Impacts

The 5-year lease-purchase option, including the sale price, will reduce the overall expenditure to purchase 65 portable radios and 130 batteries by approximately \$55,000.00. Funds to make the first installment were included in the previously approved 2023 Capital Budget. The \$85,000 being authorized to expend is slightly higher than the quote in case Motorola determines to re-quote and adjust the schedule on the lease purchase agreement.

Expected Benefits

This purchase replaces all portable police radios no longer supported by Motorola and takes advantage of a lease-purchase option with significant cost savings.

Attachments

- Motorola Solutions price quote

Billing Address:
HILLIARD POLICE, CITY OF
5171 NW PKWY
HILLIARD, OH 43026
US

Shipping Address:
HILLIARD POLICE, CITY OF
5171 NW PKWY
HILLIARD, OH 43026
US

Quote Date:01/24/2023
Expiration Date:03/24/2023
Quote Created By:
Ben Weber
bweber@bandccomm.com

End Customer:
HILLIARD POLICE, CITY OF
CHIEF MIKE WOODS
MWOODS@HILLIARDOHIO.GOV
(614) 876-7321

Contract: 21336 - OHIO, STATE OF
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCH9PW7BN	APX6000 700/800 MODEL 3.5 PORTABLE	65	\$7,208.50	\$5,344.83	\$347,413.95
1a	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	65			
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	65			
1c	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	65			
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	65			
1e	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	65			
1f	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	65			
1g	QA09001AB	ADD: WIFI CAPABILITY	65			
1h	H38BT	ADD: SMARTZONE OPERATION	65			
1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	65			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	Q887AU	ADD: 5Y ESSENTIAL SERVICE	65			
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	65	\$188.27	\$141.20	\$9,178.00
Grand Total				\$356,591.95(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



Resolution: 23-R-15

Adopted:

Page 1 of

Effective:

AUTHORIZING A LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC AND AUTHORIZING AN EXPENDITURE.

WHEREAS, the Division of Police has determined a need to replace its portable radios (the "Equipment") due to the fact that its current radios are no longer being supported; and

WHEREAS, the City desires to the purchase the Equipment pursuant to the Ohio Date Term Schedule, as permitted by R.C. 125.04, et. seq., which eliminates the time and expense of competitive bidding as the same has been conducted by the State of Ohio; and

WHEREAS, the City will purchase the Equipment from Motorola Solutions Inc., an authorized vendor of the Equipment; and

WHEREAS, by the passage of Ordinance No. 22-38 on November 14, 2022, by City Council, funding for was appropriated by Council, and pursuant to Section 3.10 of the City's Charter, authorization to enter into this lease purchase agreement may be established by Resolution of Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. An expenditure is authorized in an amount not to exceed \$85,000 from Fund 304, Object 55 to provide funds for the first year's payment for the purchase of the portable radios.

SECTION 2. The City Manager is authorized to enter into the Equipment Lease-Purchase Agreement, in substantially the same form as shown on Exhibit "A", **attached** hereto and incorporated herein, for the portable radios with Motorola Solutions, Inc. The City Manager is authorized to make sure changes to the Agreement that are not inconsistent with this Resolution and not adverse to the City.

SECTION 3. The City Manager and Directors of Finance and Law are authorized to sign and execute any and all documents or agreements necessary to effectuate the lease as authorized hereunder.

SECTION 4. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-15						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-15** passed by the Hilliard City Council on the 27th day of February 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 27th day of February 2023.

Diane C. Werbrich, MMC



2/8/23

City of Hilliard
5171 Northeast Parkway
Hilliard OH 43026

RE: Municipal Lease # 25379

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25379 are valid for contracts that are executed and returned to Motorola on or before **February 25, 2023**. After **2/25/23**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Hilliard

E-mail Address: _____

Attention: _____

Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____

Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25379

LESSEE:

City of Hilliard
5171 Northeast Parkway
Hilliard OH 43026

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for

Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or

measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of February, 2023.

LESSEE:
City of Hilliard

By: _____

Printed Name: _____

Title: _____

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

Uygar Gazioglu

Title Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Hilliard, an entity duly organized and existing under the laws of the **State of Ohio** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25379**, between _____ City of Hilliard and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Hilliard, hereto this _____ day of February, 2023.

By: _____
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25379 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Hilliard

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25379
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25379** ("Lease"), between Lessor and _Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 57 Months

Commencement Date: 3/1/2023

First Payment Due Date: 12/1/2023

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Hilliard (Schedule B)						
Compound Period:			Annual			
Nominal Annual Rate:			5.650%			
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	3/1/2023	\$ 356,591.95	1		
2	Lease Payment	12/1/2023	\$ 82,790.46	5	Annual	12/1/2027
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	3/1/2023				\$356,591.95	
1	12/1/2023	\$ 82,790.46	\$ 15,390.41	\$ 67,400.05	\$289,191.90	
2	12/1/2024	\$ 82,790.46	\$ 16,339.34	\$ 66,451.12	\$222,740.78	
3	12/1/2025	\$ 82,790.46	\$ 12,584.85	\$ 70,205.61	\$152,535.17	
4	12/1/2026	\$ 82,790.46	\$ 8,618.24	\$ 74,172.22	\$ 78,362.95	
5	12/1/2027	\$ 82,790.46	\$ 4,427.51	\$ 78,362.95	\$ -	
Grand Totals		\$ 413,952.30	\$ 57,360.35	\$356,591.95		

INITIAL INSURANCE REQUIREMENT: \$356,591.95

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25379** to that Equipment Lease Purchase Agreement number **25379** will be maintained by the City of Hilliard as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25379** , City of Hilliard , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25379 to that Equipment Lease Purchase Agreement number 25379. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25379 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Hilliard**?
3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? the

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25379

Lease Schedule A No. : 25379

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25379. See Schedule A for a detailed Equipment List.

LESSEE:

City of Hilliard

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 25379) held on (Enter date) February_____, 2023, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Hilliard(Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

**Part I Reporting Authority**

If Amended Return, check here ►

1 Issuer's name City of Hilliard		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 5171 Northeast Parkway	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Hilliard OH 43026		7 Date of issue 3/1/23
8 Name of issue Equipment Lease-Purchase Agreement 25379		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	356,591.95	
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>	
b If bonds are BANs, check only box 19b		<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box		<input checked="" type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/1/27	356,591.95	356,591.95	4.75 years	5.65 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	356,591.95	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	356,591.95	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/> ▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/> ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/> ▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/> ▶ <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/> ▶ <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement.....▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

	Signature of Authorized Representative	Date Title	<input type="checkbox"/>	

issuer's authorized representative paid preparer

Date

Type or print name and title

Signature of

Council Memo: Legislation (23-R-16)

Subject: Authorizing Purchase of Police Vehicles
From: Michelle Crandall, City Manager
Initiated by: Mike Woods,
Date: February 27, 2023

Executive Summary

This legislation authorizes the purchase of 4 marked and 2 unmarked police vehicles.

Staff Recommendation

Staff recommends Council approval of this legislation, authorizing the City Manager to an agreement for the purchase of these City vehicles.

Background

The City's Division of Police, consistent with its replacement schedule, is moving forward with the purchase of 4 marked and 2 unmarked police vehicles. The City of Columbus competitively bid for the purchase of police vehicles and received a price that is \$269.00 below the price offered in the state term contract. Pursuant to Section 9.48 of the Ohio Revised Code, Columbus is permitting the City to participate in its contract. The vehicles offered are of equivalent terms, conditions, and specifications as state term and is being supplied by George Byers Sons Inc ("Byer's Chevrolet"). The vehicles arrived at the vendor and are available now for purchase. The appropriate replacement vehicles will be traded-in and removed from the City's asset inventory.

Financial Impacts

This expenditure will utilize \$186,696.00 previously approved in the 2023 Capita Budget to purchase four marked police cruisers.

Expected Benefits

This purchase replaces four marked police cruisers consistent with replacement schedule. Additionally, the police cruisers have hybrid technology, improving the MPG for each unit.

Attachments

- Purchase Price Comparison

Byers Chevrolet		options priced at Byers listed schedule				Chapman Ford State Bid		options listed at state bid price		
k8A	\$46,674.00					K8A	\$42,937.00			
options	17T	cargo dome lamp		\$47.00		options	17T	cargo dome lamp	\$49.00	\$49.00
	19V	rear camera on demand		\$217.00			19V	rear camera on demand	not listed	\$217.00
	21L	front aux lighting		\$517.00			21L	front aux lighting	not listed	\$517.00
	43D	courtesy disable		\$24.00			43D	courtesy disable	not listed	\$24.00
	47A	engine idle		\$244.00			47A	engine idle	not listed	\$244.00
	51T	spot lamp led		\$394.00			51T	spot lamp led	not listed	\$394.00
	55F	keyless 4 fobs		\$320.00			55F	keyless 4 fobs	\$339.00	\$339.00
	59E	key code 1435x		\$47.00			59E	key code 1435x	not listed	\$47.00
	60A	grill wiring		\$47.00			60A	grill wiring	\$59.00	\$59.00
	66C	rear lighting package		\$428.00			66C	rear lighting package	\$659.00	\$659.00
	76P	pre collision assist		\$136.00			76P	pre collision assist	not listed	\$136.00
	76R	reverse sensor		\$259.00			76R	reverse sensor	not listed	\$259.00
	N/A	blue/blue rear lights		\$56.00			N/A	blue/blue rear lights	not listed	\$56.00
	N/A	blue front lights		\$194.00			N/A	blue front lights	not listed	\$194.00
	55B	blind spot monitor		\$512.00			55B	blind spot monitor	not listed	\$512.00
			Total	\$3,442.00	Included in purchase price			delivery charge		\$300.00
				\$46,674.00					Total	\$4,006.00
									Vehicle	\$42,937.00
										\$46,943.00
Byers			\$46,674.00	includes delivery and all listed options						
State Bid with same options			\$46,943.00	total with same options as Byers and delivery charge						



Resolution: 23-R-16

Adopted:

Page 1 of

Effective:

AUTHORIZING THE PURCHASE OF POLICE VEHICLES AND AUTHORIZING AN EXPENDITURE OF FUNDS.

WHEREAS, consistent with its replacement schedule, the Division of Police has determined a need to replace 4 marked cruisers with emergency equipment and 2 unmarked vehicles with safety equipment; and

WHEREAS, pursuant to Section 9.48 of the Ohio Revised Code, a political subdivision may permit another subdivision to participate in one of its contracts that has been competitively bid and the political subdivision that participates is exempt for its own competitive selection requirements; and

WHEREAS, the City of Columbus received competitive proposals for the purchase of police vehicles and is permitting the City of Hilliard to participate in its contract; and

WHEREAS, funding for the purchase of these vehicles was appropriated by Ordinance No. 22-38, and pursuant to Section 3.10 of the Charter, authorization for funding this purchase may be established by resolution of Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, that:

SECTION 1. An expenditure in an amount not to exceed \$186,696 is authorized from Fund 304, Object 55 for the purchase of 4 marked cruisers and 2 unmarked vehicles.

SECTION 2. The City Manager is authorized to enter into an agreement with George Byers Sons Inc., in an amount not to exceed \$186,696 for the purchase of the 4 marked cruisers and 2 unmarked vehicles.

SECTION 3. The City Manager and Directors of Law and Finance are authorized to sign and execute any agreements, certificates, or approvals that are necessary or appropriate in furtherance of this purchase that are not inconsistent with this Resolution and not adverse to the City.

SECTION 4. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-16

		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No Recommendation					
<input type="checkbox"/> Referred Back To Committee					

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-16** passed by the Hilliard City Council on the 27th day of February 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 27th day of February 2023.

Diane C. Werbrich, MMC