

Legislative Session Minutes

April 10, 2023

COMMITTEE MEETINGS

Mount Vernon City Council
Committee Meeting Schedule
April 10, 2023

6:20-6:36 p.m.	Police Department staffing	Fire, Police, Civil Defense Mahan
6:36-6:43 p.m.	Engineering intern program	Employee & Community Relations Francis
6:44-6:57 p.m.	Elliott Street sanitary sewer	Utilities Woods
6:44-6:57 p.m.	Sewer line inspections	Utilities Woods
7:04-7:13 p.m.	301 Boynton St. easement	Streets & Public Buildings Severns

- 04-10-23 Committee Meeting Schedule

MEETING WILL RECESS UNTIL 7:30 P.M.

CALL TO ORDER

Attendee	Title	Status
John Francis	Second Ward	Present
Mike Hillier	Fourth Ward	Present
Janis Seavolt	At Large	Present
Tammy Woods	Third Ward	Present
Amber Keener	At Large	Present
Mel Severns	Councilman	Present
James Mahan	First Ward	Present
Bruce Hawkins	President	Present

<RollCallList Status="Absent">		
{Attendee(*)}:First Last}	{Attendee(*)}:Title}	Absent

INVOCATION

The Rev. Doug Downs, retired ordained elder, Church of the Nazarene, delivered the invocation.

PLEDGE OF ALLEGIANCE

All recited in unison.

ACCEPTANCE OF MINUTES

- City Council - Legislative Session - Mar 27, 2023 7:30 PM

Seavolt made a motion to accept the minutes from Council's Legislative Session of March 27, 2023, with a second by Keener. Motion to accept passed by a voice vote of 7-0.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	Amber Keener, At Large
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

RECEIVE PETITIONS AND COMMUNICATIONS

Street vacation request
Annexation request

- 04-10-23 Street Vacation Request

A petition from Jamison Price, location manager, Central Ohio Farmers Co-op, 9150 Kinney Road, Mount Vernon, to vacate the portion of Lewis Street between West Vine and West Gambier streets, as well as a portion of South Alley, was read into the record. The petition was referred to the Municipal Planning Commission.

RESULT:	ANNOUNCED
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- 04-10-23 Annexation Request

A petition to annex two property parcels in Pleasant Township adjacent to Martinsburg Road was read into the record. Law Director Rob Broeren noted that because the Clerk did not receive the petition within the required five days after its filing with the Knox County Commissioners, further research was needed to clarify the timeline facing Council. A 30-minute meeting of the Planning and Zoning Committee on the matter was requested for April 24, 2023.

RESULT:	ANNOUNCED
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RECEIVE COMMITTEE REPORTS

Council accepted without comment the minutes for the Utilities Committee meeting, the two Fire, Police and Civil Defense Committee meetings and the Parks and Lands Committee meeting of March 27, 2023.

- 03-27-23 Utilities Committee Meeting Minutes**
- 03-27-23A Fire, Police and Civil Defense Committee Meeting Minutes**
- 03-27-23B Fire, Police and Civil Defense Committee Meeting Minutes**
- 03-27-23 Parks and Lands Committee Meeting Minutes**

LIQUOR CONTROL LICENSE

None.

PROCLAMATION

Hawkins read into the record a proclamation congratulating Nicholas Grega for achieving the rank of Eagle Scout.

- 04-10-23 Nicholas Grega Proclamation**

PERSONS SPEAKING ON MATTERS OF CITY CONCERN

None.

RESOLUTIONS FOR THIRD READING

None.

RESOLUTIONS FOR SECOND READING**RESOLUTION NO. 2023-31**

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE ELLIOTT STREET SANITARY SEWER PROJECT; AND DECLARING AN EMERGENCY.

Utilities: Woods, Keener

Woods made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-31, with a second by Keener. Motion to suspend passed by a roll-call vote of 7-0. Woods made a motion to adopt Resolution No. 2023-31, with a second by Keener. Safety-Service Director Richard Dzik noted that the sanitary sewer project on Elliott Street would likely be completed this year. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tammy Woods, Third Ward
SECONDER:	Amber Keener, At Large
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

RESOLUTION NO. 2023-32

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON TO GRANT AN EASEMENT TO THE PROPERTY LOCATED AT 301 BOYNTON STREET; AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Severns, Francis

Severns made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-32, with a second by Francis. Motion to suspend passed by a roll-call vote of 7-0. Severns made a motion to adopt Resolution No. 2023-32, with a second by Francis. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mel Severns, Councilman
SECONDER:	John Francis, Second Ward
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

RESOLUTION NO. 2023-33

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO RELEASE A REQUEST FOR QUALIFICATIONS FOR IDENTIFYING AND SELECTING A QUALIFIED FIRM OR FIRMS FOR CLOSED-CIRCUIT TELEVISED INSPECTION OF THE CITY OF MOUNT VERNON'S

STORMWATER AND SANITARY SEWER LINES WITHIN AND IMMEDIATELY ADJACENT TO TAX INCREMENT FINANCING (TIF) DISTRICT NUMBER ONE, IDENTIFY AND ENTER INTO CONTRACT WITH THE SELECTED FIRM OR FIRMS FOR THOSE SERVICES; AND DECLARING AN EMERGENCY.

Utilities: Woods, Keener

Woods made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-33, with a second by Keener. Motion to suspend passed by a roll-call vote of 7-0. Woods made a motion to adopt Resolution No. 2023-33, with a second by Keener. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tammy Woods, Third Ward
SECONDER:	Amber Keener, At Large
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

RESOLUTIONS FOR FIRST READING

RESOLUTION NO. 2023-40

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON, OHIO TO ENTER INTO CONTRACT WITH GRAY MATTER SYSTEMS, LLC FOR WATER PLANT CONTROL SYSTEM PHASE 6 - WTP FILTER PLC UPGRADE; AND DECLARING AN EMERGENCY.

Utilities: Woods, Keener

Resolution No. 2023-40 was given a first reading. Woods requested a 10-minute Utilities Committee meeting on the legislation for April 24, 2023.

RESULT:	FIRST READING	Next: 4/24/2023 7:30 PM
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RESOLUTION NO. 2023-41

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO DISPOSE OF VEHICLES IN THE POLICE DEPARTMENT NOT NEEDED FOR PUBLIC USE BY THE CITY OF MOUNT VERNON, AND DECLARING AN EMERGENCY.

Finance and Budget: Seavolt, Mahan

Seavolt made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-41, with a second by Mahan. Motion to suspend passed by a roll-call vote of 7-0. Seavolt made a motion to adopt Resolution No. 2023-41, with a second by Mahan, Safety-Service Director Rick Dzik detailed the vehicles the Police Department wishes to dispose of. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	James Mahan, First Ward
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

RESOLUTION NO. 2023-42

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO DEPARTMENT OF NATURAL RESOURCES NATURE WORKS GRANT FOR CA&C DEPOT IMPROVEMENTS; AND DECLARING AN EMERGENCY.

Parks and Lands: Keener, Woods

Keener made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-42, with a second by Woods. Motion to suspend passed by a roll-call vote of 7-0. Keener made a motion to adopt Resolution No. 2023-42, with a second by Woods. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amber Keener, At Large
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

RESOLUTION NO. 2023-43

A RESOLUTION APPROVING THE APPOINTMENT OF TODD HAWKINS AS A REGULAR MEMBER TO THE MUNICIPAL PLANNING COMMISSION OF MOUNT VERNON, OHIO; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Francis, Hillier

Francis made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-43, with a second by Hillier. Motion to suspend passed by a roll-call vote of 7-0. Francis made a motion to adopt Resolution No. 2023-43, with a second by Hillier. It was noted that Todd Hawkins, who currently serves as an alternate on the Municipal Planning Commission, would be replacing Robert Drews, whose term on the commission has expired. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Francis, Second Ward
SECONDER:	Mike Hillier, Fourth Ward
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

ORDINANCES FOR THIRD READING

None.

ORDINANCES FOR SECOND READING

ORDINANCE NO. 2023-10

AN ORDINANCE TO APPROVE, ADOPT AND ENACT THE FEBRUARY 2023 REPLACEMENT PAGES TO THE CODIFIED ORDINANCES; TO REPEAL ORDINANCES IN CONFLICT THEREWITH; TO PUBLISH THE ENACTMENT OF NEW MATTER; AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Severns

Ordinance No. 2023-10 was given a second reading.

RESULT: SECOND READING

Next: 4/24/2023 7:30 PM

ORDINANCE NO. 2023-12

AN ORDINANCE FIXING THE NUMBER OF HOURLY EMPLOYEES IN THE CITY OF MOUNT VERNON POLICE DEPARTMENT; AND DECLARING AN EMERGENCY.

Fire, Police and Civil Defense: Mahan, Seavolt

Ordinance No. 2023-12 was given a second reading.

RESULT: SECOND READING

Next: 4/24/2023 7:30 PM

ORDINANCE NO. 2023-13

AN ORDINANCE ESTABLISHING THE POSITION OF ENGINEERING DEPARTMENT INTERN; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Francis, Hillier

Francis made a motion to suspend the rule requiring three separate readings of Ordinance No. 2023-13, with a second by Hillier. Motion to suspend passed by a roll-call vote of 7-0. Francis made a motion to adopt Ordinance No. 2023-13, with a second by Hillier. Motion to adopt passed by a roll-call vote of 7-0.

RESULT: ADOPTED [UNANIMOUS]

MOVER: John Francis, Second Ward

SECONDER: Mike Hillier, Fourth Ward

AYES: Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

ORDINANCES FOR FIRST READINGORDINANCE NO. 2023-14

AN ORDINANCE TO CREATE THE POSITION OF LIAISON FOR THE COMMUNITY ADVOCACY RELATIONS DIVISION OF THE MOUNT VERNON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Francis, Hillier

Ordinance No. 2023-14 was given a first reading. Francis requested a 10-minute Employee & Community Relations Committee meeting on the legislation for April 24, 2023.

RESULT: FIRST READING**Next: 4/24/2023 7:30 PM****ORDINANCE NO. 2023-15**

AN ORDINANCE WITH REFERENCE TO THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES AND FIXING THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON, MOUNT VERNON FIREFIGHTERS AND PARAMEDICS, I.A.F.F. LOCAL 3712, WAGES TO BE EFFECTIVE THE FIRST DAY OF JULY 2022, AND FURTHER AMENDING THE TERMS OF THAT AGREEMENT BY MEMORANDUMS OF UNDERSTANDING; AND DECLARING AN EMERGENCY.

Fire, Police and Civil Defense: Mahan, Seavolt

Mahan made a motion to suspend the rule requiring three separate readings of Ordinance No. 2023-15, with a second by Seavolt. Motion to suspend passed by a roll-call vote of 7-0. Mahan made a motion to adopt Ordinance No. 2023-15, with a second by Seavolt. Safety-Service Director Rick Dzik explained that the City's agreement with I.A.F.F. Local 3712 came about as a result of binding conciliation, and was equivalent to what Council approved on Sept. 22, 2022, as the conciliator found in the administration's favor. Law Director Rob Broeren noted that although the City is required to accept this agreement it would be prudent for Council to go on the record with a vote on the agreement as well. Motion to adopt passed by a roll-call vote of 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Mahan, First Ward
SECONDER: Janis Seavolt, At Large
AYES: Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

ORDINANCE NO. 2023-16

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ACCEPT THE MATERIAL TERMS OF THE NATIONAL OPIOID SETTLEMENT WITH TEVA, ALLERGAN, CVS, WALGREENS AND WALMART; AND DECLARING AN EMERGENCY.

Finance and Budget: Seavolt, Mahan

Seavolt made a motion to suspend the rule requiring three separate readings of Ordinance No. 2023-16, with a second by Mahan. Motion to suspend passed by a roll-call vote of 7-0. Seavolt made a motion to adopt Ordinance No. 2023-16, with a second by Mahan. Law Director Rob Broeren detailed the terms of the national opioid settlement with several companies. Motion to adopt passed by a roll-call vote of 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Janis Seavolt, At Large
SECONDER: James Mahan, First Ward
AYES: Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

REMARKS FROM THE ADMINISTRATION

Safety-Service Director Rick Dzik noted that the first phase of the City's zoning code update has been completed and will be made public soon, while the next meeting on the update is scheduled for May 1, 2023.

REMARKS FROM COUNCIL

Mahan welcomed new Police Patrolman Cody Sexton and new Auxiliary Police Officer Lydia Grimes. Police Chief Robert Morgan commented that another conditional hire started today. Francis commended the Fire Department for its recent water rescue training when the water was high on the Kokosing River. Keener noted that Mount Vernon High School will be staging "Cinderella" on April 21-22. She also noted that there will be a special Council meeting on Monday, April 17, 2023 at 6 p.m. at the Babe Ruth Field at Memorial Park. It will be an informational meeting on the condition of the City's ballfields, and Hawkins added that the Clerk will not be present. Hillier noted that the Municipal Planning Commission will take up the issue of a rezoning application on Vernonview Drive on May 4 at the Station Break Senior Center, and added that he will attend the Pleasant Township Trustees meeting at which an annexation matter is scheduled to be addressed. He also praised local EMS personnel for their response to a vehicular accident he was involved in. Severns noted that corrugated signs should not be posted on City property.

ADJOURN AT THE CALL OF THE PRESIDENT

Seavolt made a motion to adjourn, with a second by Woods. Meeting adjourned at 8:19 p.m.

Bruce E. Hawkins, President of Council

Todd Hill, Clerk of Council

CD on file/th



PRESS RELEASE

City Hall
40 Public Square
Mount Vernon, OH 43050

FOR MORE INFORMATION, CONTACT:
Todd Hill, Clerk of Council
740-393-9517 Fax: 740-397-6595

FOR IMMEDIATE RELEASE

April 5, 2023

Mount Vernon City Council Committee Meeting Schedule April 10, 2023

6:20-6:40 p.m.	Police Department staffing	Fire, Police, Civil Defense Mahan
6:40-6:45 p.m.	Engineering intern program	Employee & Community Relations Francis
6:45-6:55 p.m.	Elliott Street sanitary sewer	Utilities Woods
6:55-7:05 p.m.	Sewer line inspections	Utilities Woods
7:05-7:15 p.m.	301 Boynton St. easement	Streets & Public Buildings Severns

The above listed meeting will be held to discuss the above items; but will not be limited to those listed.
Mount Vernon News - WMVO - WNZR – City Hall Bulletin Board

CITY OF MT VERNON

PROCEDURE FOR STREET VACATION

Petition page 1 of 4

Mt Vernon Ohio

Date 3/31/2023

To the Honorable Council of the City of Mt Vernon:

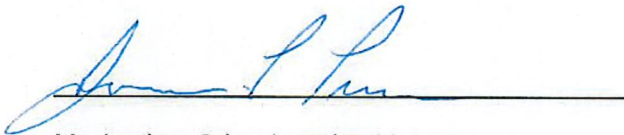
We the undersigned property owners owning 9 properties:

Central Ohio Farmers Co-op Inc, west side of Lewis St. (Parcel 66-00268000, 66-04254000, 66-04256000)

Central Ohio Farmers Co-op east side of Lewis St. (Parcel 66-09637000, 66-09650000)

Respectfully petition your honorable body to pass the necessary legislation to vacate:

The portion of Lewis St. between Vine and Gambier St. and also apportion of South Alley. This will allow us to improve our grain operation now while providing an opportunity to possibly expand it at a later date. I have attached a survey of the property we would like vacated and also a concept plan of potential future growth. As we own the properties on both sides of Lewis Street, this vacation would allow us to upgrade and improve our facilities to remain in Mt Vernon.



Mr. Jamison Price, Location Manager

Central Ohio Farmers Co-op

9150 Kinney Rd

Mt Vernon, Ohio 43050

Date 3/31/2023.

Communication: 04-10-23 Street Vacation Request (Receive Petitions and Communications)

Exhibit A

Description of the portion of Lewis St. to be vacated

Part of the Norton Southern addition

City of Mt Vernon, Ohio 43050

Description of properties

- 1) **Property to Vacate:** South Lewis street between Vine St. and Gambier St. (.242 Ac) View attached Survey map and also part of south alley to our property lines
- 2) **Parcel 66-00268000** NW side of Lewis St. Central Ohio Farmers Co-op bare lot,
- 3) **Parcel 66-04254000** SW side of Lewis St. Central Ohio Farmers Co-op
- 4) **Parcel 66-04256000** Far SW side of Lewis St. Central Ohio Farmers Co-op
- 5) **Parcel 66-09637000** East side of Lewis St. Central Ohio Farmers Co-op
- 6) **Parcel 66-09650000** Far east side of Lewis St. Central Ohio Farmer Co-op



Scale - 1:1,200
1 inch = 100 feet
1 inch = 0.019 miles

March 29, 2023

Tracy & Mills, Surveyors

Thomas M. Tracy, PS

1941-2002

David R. Mills, PS

LEGAL DESCRIPTION FOR:

Central Ohio Farmers Co-op Inc.

Vacated Portion of South Alley

0.019 ACRE

March, 2023

The following real estate, being part of South Alley in Norton's Southern Addition, City of Mount Vernon, U.S.M.L., Knox County, Ohio, and being described as follows:

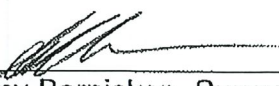
Commencing at a 5/8" iron pin set at the southeast corner of Lot 163 (Central Ohio Farmers Co-op, Inc., D.V. 1263, Pg. 198), in the north right of way line of South Alley (12'), in the west right of way line of South Lewis Street (40'), and being the northeast corner and beginning point of the tract herein described;

Thence along the west right of way line of South Lewis Street, South $06^{\circ} 54' 08''$ West, 12.00 feet to a 5/8" iron pin set at the northeast corner of Lot 186 (The Mount Vernon Farmers Exchange Company, D.V. 299, Pg. 550);

Thence along the south right of way line of South Alley and the north line of Lot 186, North $82^{\circ} 59' 52''$ West, 67.40 feet to a 5/8" iron pin set at the northwest corner of Lot 186;

Thence North $06^{\circ} 54' 08''$ East, 12.00 feet to the southwest corner of Lot 163 in the north right of way line of South Alley, witness a 3/4" iron pin found North $11^{\circ} 35' 14''$ West, 1.69 feet;

Thence along the north right of way line of South Alley and the south line of Lot 163, South $82^{\circ} 59' 52''$ East, 67.40 feet to the point of beginning, containing 0.019 acre, as surveyed in March, 2023 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, Amy Bernicken, Ohio Professional Surveyor #8571. North based on the east line of South Lewis Street per Survey Volume V, Page 320. Note: Iron pins set are 5/8" x 30" rebar with plastic cap stamped Tracy & Mills.


Amy Bernicken, Surveyor No. 8571

Date: March 31, 2023



Communication: 04-10-23 Street Vacation Request (Receive Petitions and Communications)

VACATION PLAT FOR PART OF SOUTH LEWIS STREET & PART OF SOUTH ALLEY

Part of Norton's Southern Addition to the
City of Mount Vernon, U.S.M.L., Knox County, Ohio

DAVID R. MILLS, PS
SURVEYOR #7157
AMY BERNICKEN, PS
SURVEYOR #8571

TRACY & MILLS, SURVEYORS
10 East Vine Street - P.O. Box 642
Mount Vernon, Ohio 43050
Tel: 740-397-8324 Fax: 740-397-5910
tracyandmills@aol.com

FLOYD W. BARNES, PS
1921-2018
THOMAS M. TRACY, PS
1941-2002



North based on the east line of
South Lewis Street per
Survey Volume V, Page 320.



Date: March 13, 2023
Revised: March 31, 2023
Scale: 1" = 40'

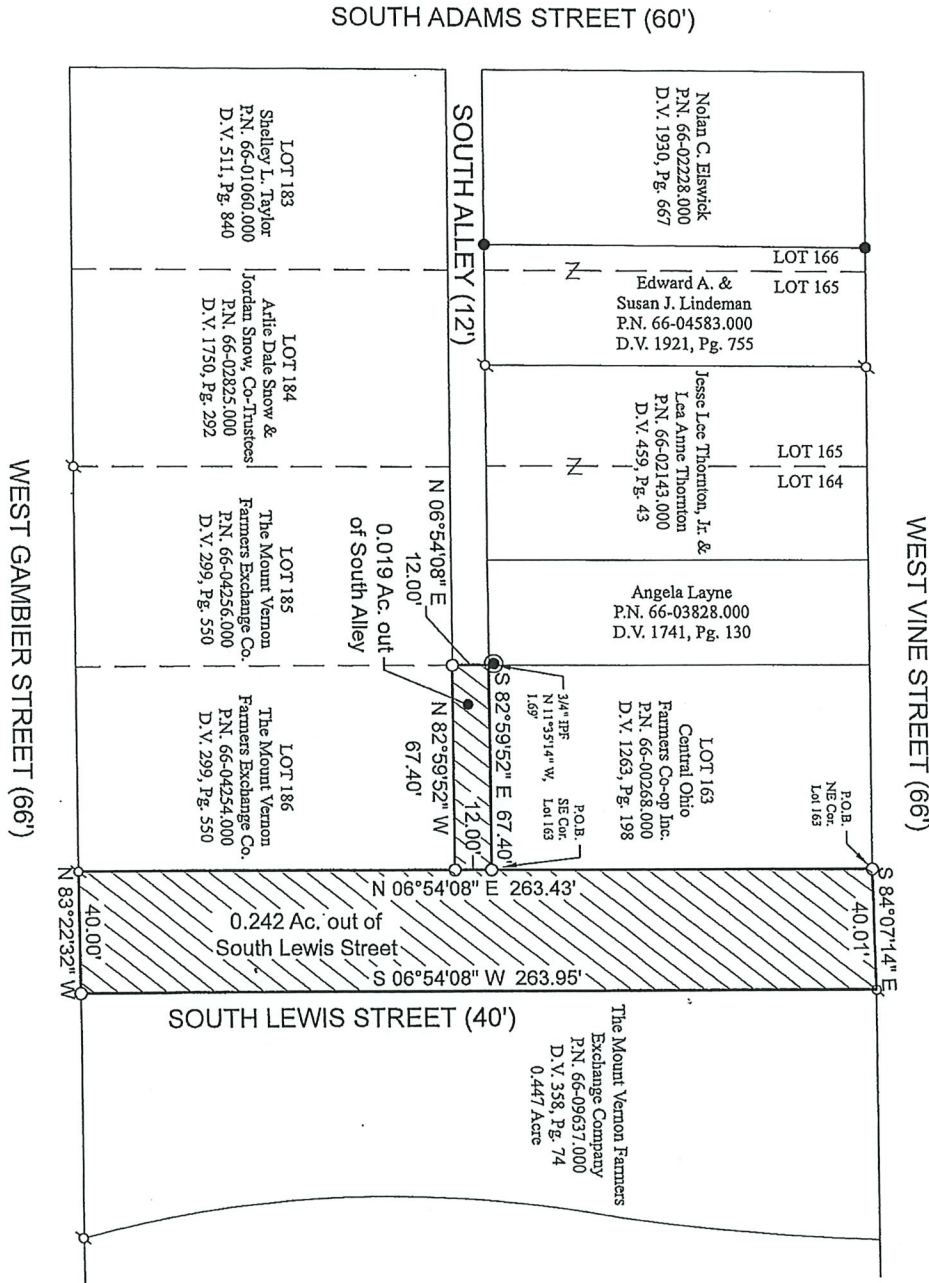
- Iron Pin Set (5/8" x 30")
- Capped "Tracy & Mills"
- 5/8" Iron Pin Found
- 3/4" Iron Pin Found
- 1/2" Iron Pipe Found



CERTIFICATION:

We hereby certify that the foregoing survey was
prepared from actual field measurements, in accordance
with Chapter 4733-37, Ohio Administrative Code.

David R. Mills, Surveyor No. 7157
Amy Bernicken, Surveyor No. 8571



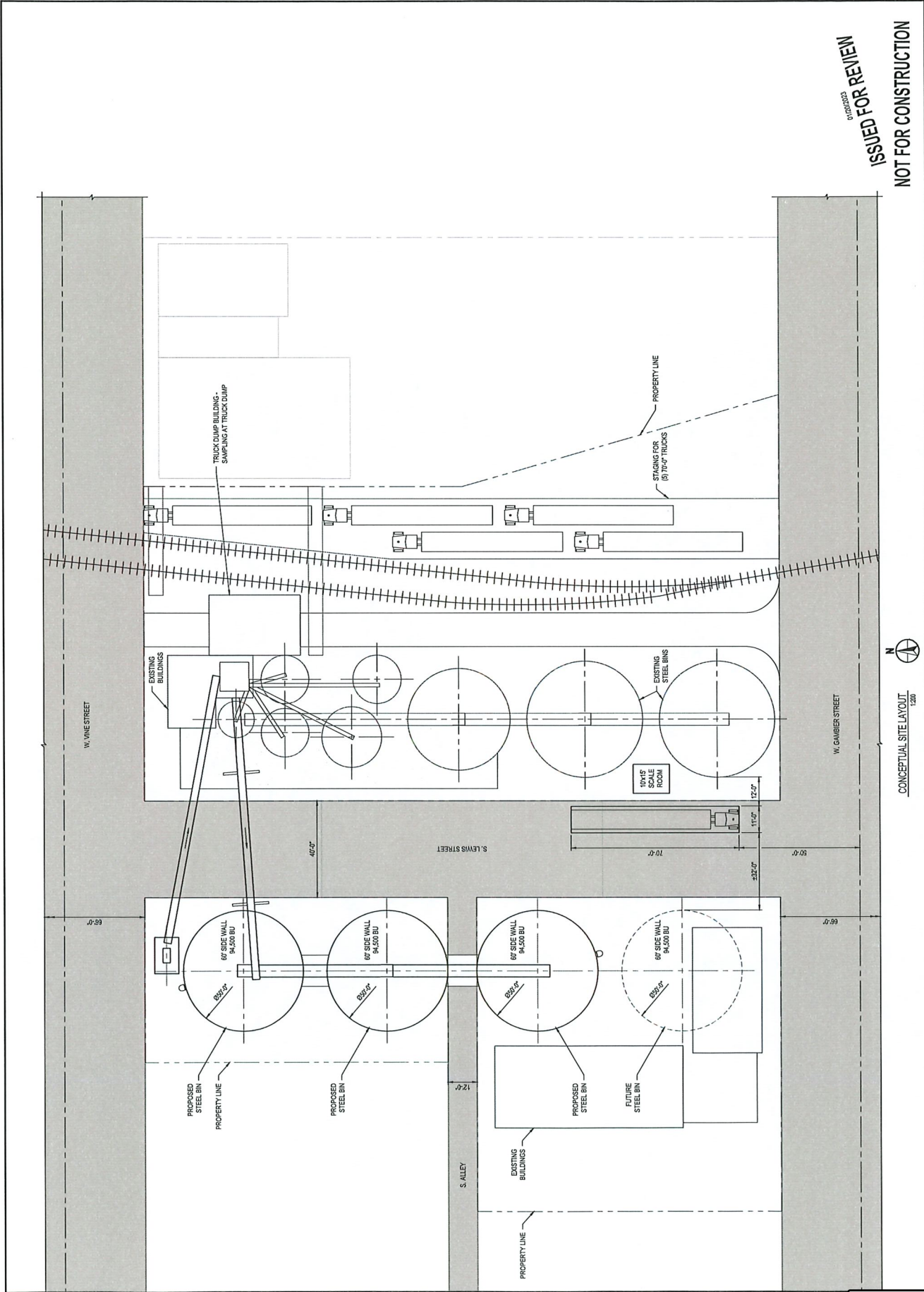
REV	DATE	DESCRIPTION
A	01/20/2023	ISSUED FOR REVIEW



CONCEPTUAL LAYOUT
GRAIN HANDLING UPGRADES
MT. VERNON, OHIO
CENTRAL OHIO FARMERS CO-OP INC.



DRAWN	AE
CHECKED	JE
DATE	JANUARY 2023
NOTED	
DATE	
DRAWING NO.	SK01



ISSUED FOR REVIEW
NOT FOR CONSTRUCTION

CONCEPTUAL SITE LAYOUT
1/200



Mount Vernon

City of Mount Vernon Procedure for Street or Alley Vacation

1. Submission of a petition asking for vacation signed by property owners (husband and wife need to sign separately including their address). The completed petition should be returned to the Clerk of Council's Office, 40 Public Square, 740-393-9517 with the following information:
 - a. Description of the property to be vacated on the petition. Provide as much information as possible.
 - b. A survey outlining the area to be vacated (include the dimensions of the vacation).
 - c. Provide the plat book number and page number, the subdivision name, of the property.
 - d. Provide a list of all property owners surrounding the vacation including the properties across the streets and alleys.
 - e. \$50.00 filing fee, any costs incurred over this amount are billed to the to the petitioner.
2. Once submitted to the Clerk of Council the petition is read at the next regular Council meeting where it is referred to the Chair of the Street Committee.
3. The petition may be referred to the Planning Commission for their review.
4. If all the property owners directly abutting the vacation have signed the petition, legislation can be prepared for the next Council meeting for action.

If all the abutting property owners have not signed the petition, then public notice must be advertised in a newspaper of general circulation on six (6) consecutive occasions (published for six weeks). Once the six publications are complete the request is placed in legislative form, either an ordinance to accept the vacation or a resolution to reject the vacation.
5. Once the legislation is prepared for Council, it may receive up to three (3) separate readings. If the legislation accepts the vacation, then the City will record the appropriate documentation with the Knox County Recorder. If the vacation is rejected, then no further action is taken.

/jrb 04/27/2009

Petition Page ____ of ____ Pages Mount Vernon, Ohio Date: _____

To the Honorable Council of the City of Mount Vernon, Ohio:

We, the undersigned property owners, owning property on (address) _____
 Respectfully petition your honorable body to pass the necessary legislation to _____

Name	Address	Phone
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CRITCHFIELD

Attorneys at Law

April 6, 2023

Via Certified Mail**Return Receipt Requested**

Todd Hill

Clerk of City of Mount Vernon

40 Public Square, Suite 206

Mount Vernon, Ohio 43050

RE: Philip A. Greene and Renee L. Green; and Stephen P. Styer and
Justine R. Styer
Petition for Annexation – City of Mount Vernon
Parcels: 59-02289.001 and 59-02289.000
Pleasant Township, Knox County, Ohio

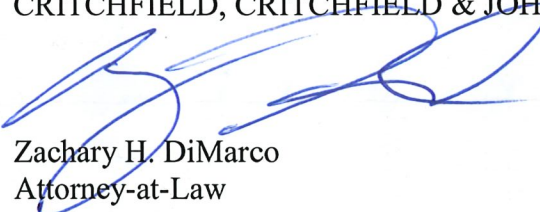
To the City of Mount Vernon:

You are being provided notice that Philip A. Greene and Renee L. Greene, and Stephen P. Styer and Justine R. Styer have filed a petition for annexation of Knox County parcel numbers 59-02289.001 and 59-02289.000 to be annexed into the City of Mount Vernon with the Knox County Commissioners on April 3, 2023 at 10:00 a.m.

Enclosed with this letter you will find a copy of the petition, along with all attachments and documents accompanying the petition as filed.

Very truly yours,

CRITCHFIELD, CRITCHFIELD & JOHNSTON, LTD.



Zachary H. DiMarco
Attorney-at-Law

Enclosure

Zachary H. DiMarco
dimarco@ccj.com

10 S. Gay Street
Mount Vernon, OH 43050

P: 740.397.4040
F: 740.397.6775

www.ccj.com

Communication: 04-10-23 Annexation Request (Receive Petitions and Communications)

PETITION FOR ANNEXATION – EXPEDITED TYPE 2

Philip A. Greene and Renee L. Greene, and Stephen P. Styer and Justine R. Styer, being all of the owners of real estate in the territory hereinafter described, hereby petition for the annexation of the following described territory to the City of Mount Vernon, Knox County, Ohio, being filed under **Sections 709.021(A) & 709.023(A)** of the Revised Code of Ohio.

Petitioner has attached hereto and made a part of this petition a legal description of the perimeter of the territory sought to be annexed, marked as **Exhibit “A.”**

The petition meets all requirements set forth in section 709.021 of the Ohio Revised Code. The petitioners are the owners of the territory proposed for annexation and constitute all owners of the territory. The described territory is contiguous with the City of Mount Vernon, Ohio and does not exceed 500 acres. The described territory shares a contiguous boundary with the City of Mount Vernon for a continuous length of greater than 5% of the perimeter. The annexation of the described territory will not create an unincorporated area completely surrounded by territory to annexed.

Petitioner has attached hereto and made a part of this petition, an accurate map or plat of the territory sought to be annexed, marked **Exhibit “B.”**

Zachary H. DiMarco, attorney with Critchfield, Critchfield & Johnston, Ltd. is hereby appointed agent for the undersigned Petitioner as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition. Said amendment, alteration, change, correction, withdrawal, refiling, substitution, compromise, increase or deletion or other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioners.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Date: _____

*Philip A. Greene*dotloop verified
03/16/23 5:14 AM EDT
QNUM-TXSV-R0UG-CCWU

Philip A. Greene

Date: _____

*Renee L. Greene*dotloop verified
03/16/23 8:50 PM EDT
63N1-XU3A-NBUT-RN5K

Renee L. Greene

Date: _____

*Stephen P. Styer*dotloop verified
03/16/23 12:44 PM EDT
G03Q-CRDF-KYB2-OTIH

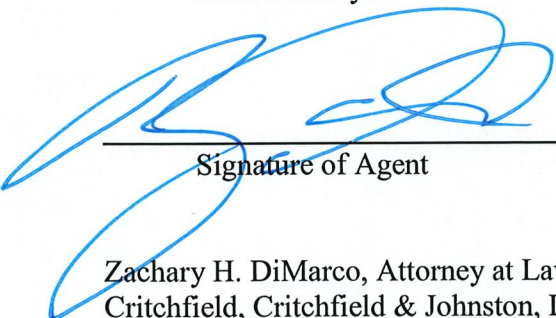
Stephen P. Styer

Date: _____

*Justine R. Styer*dotloop verified
03/16/23 9:20 AM EDT
M3YZ-XX16-VLIV-D5CQ

Justine R. Styer

ACCEPTANCE BY AGENT:



Signature of Agent

Zachary H. DiMarco, Attorney at Law
Critchfield, Critchfield & Johnston, Ltd.
10 S. Gay Street, P.O. Box 469
Mount Vernon, Ohio 43050
Ph: 740-397-4040, Fax: 740-397-6775
dimarco@ccj.com

Communication: 04-10-23 Annexation Request (Receive Petitions and Communications)

Exhibit A**Knox County Parcel Numbers:** 59-02289.001, 59-02289.000**Landowners:** Philip A. Greene and Renee L. Greene and Stephen P. Styer and Justine R. StyerParcel 1: 59-02289.000 (52.825 acres)

The following real estate, situate in Lots 9, 10, and 11, Quarter 2, Township 6, Range 12, Pleasant Township, Knox County, Ohio and being describe as follows:

Commencing at an iron pin found at the northeast corner of Lot 12 and being the beginning point of the tract herein described; thence North 13 deg. 39' 20" West 36.00 feet to an axle found; thence South 85 deg. 15' 00" East 9.98 feet to an iron pin found at the southwest corner of a 8.775 acre tract (S. & N. Silverwood, Deed Vol. 774, Pg. 394); thence South 84 deg. 14' 50" East 2696.45 feet to an iron pin set on the east line of Lot 11; thence along the east line of Lot 11 and the west line of Lot 5, South 5 deg. 14' 20" West 554.74 feet to the northwest corner of a 48.396 acre tract (M. Buchwald, D.V. 449, Pg. 547) witnessed by an iron pin found at South 84 deg. 45' 30" East 38.36 feet; thence South 89 deg. 41' 02" West 1994.56 feet to an iron pin set; thence South 23 deg. 54' 03" West, passing through an iron pin set at 961.93 feet, a total of 991.93 feet to the centerline of Martinsburg Road (State Route 586); thence along the centerline of said roach North 66 deg. 05' 57" West 180.00 feet to a railroad spike found at the southeast corner of 0.562 acre tract (J. Hatchet, D.V. 423, Pg. 540); thence along the east line of said tract North 4 deg. 58' 48" East, passing through an iron pin found at 31.71 feet, a total of 221.46 feet to an iron pin found; thence North 85 deg. 01' 12" West 111.85 feet to a railroad spike found at the northwest corner of said 0.562 acres; thence South 11 deg. 29' 50" West, passing through an iron pin found at 146.76 feet, a total of 177.47 feet to the centerline of Martinsburg Road; thence along the centerline of said road North 66 deg. 08' 18" West 63.74 feet to the southeast corner of 0.72 acre tract (T. Rockwell, D.V. 420, Pg. 392) on the east line of Lot 13; thence along the east line of Lots 13 and 12 North 4 deg. 10' 21" East, passing through an iron pin set at 31.86 feet, a total of 1555.40 to the point of beginning, containing 52.825 acres, as surveyed in November 2005 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, David R. Mills, Surveyor #7157, Ohio. North based on Survey Record FILE 15. Note: Iron pins set are 5/8" x 30" rebar with plastic cap stamped Tracy and Mills. (North Tract)

Parcel Number: 59-02289.000

Prior Instrument Reference: Volume 994, Page 447 of the Official Records, Knox County, Ohio

Parcel 2: 59-02289.001 (52.825 acres)

The following real estate, situate in Lots 10 and 11, Quarter 2, Township 6, Range 12, Pleasant Township, Knox County, Ohio and being described as follows: Commencing at the southeast corner of Lot 11 and being the southeast corner and beginning point of the tract herein described; thence along the south line of Lot 11 North 84 deg. 55' 57" West, passing through an axle found at 0.55 foot, a total of 1575.70 feet to an iron pin found at the northwest corner of 1.961 acre tract (C. & L. Foley, D.V. 446, Pg. 431); thence North 83 deg. 55' 04" West, passing through an iron

pin set at 550.83 feet, a total of 637.28 feet to the centerline of Martinsburg Road (State Route 586); thence along the centerline of said road North 63 deg. 36' 47" West 51.56 feet to a railroad spike found at the northwest corner of Lot 40 of the Country Club Estates Phase 1; thence continuing along the centerline of Martinsburg Road North 66 deg. 05' 57" West 51.70 feet; thence North 23 deg. 54' 03" East, passing through an iron pin set at 30.00 feet, a total of 991.93 feet to an iron pin set; thence North 89 deg. 41' 02" East 1994.56 feet to the east line of Lot 11 at the northwest corner of 48.396 acre tract (M. Buchwald, D.V. 449, Pg. 547) witnessed by an iron pin found at South 84 deg. 45' 30" East 38.36 feet; thence along the east line of Lot 11 South 5 deg. 14' 20" West 776.40 feet to a stone found at the northwest corner of Lot 6; thence continuing along the east line of Lot 11 and the west line of Lot 6 South 4 deg. 10' 17" West 396.33 feet to the point of beginning, containing 52.825 acres, as surveyed in November 2005 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, David R. Mills, Surveyor #7157, Ohio. North based on Survey Record FILE 15. Note: Iron pins set are 5/8" x 30" rebar with plastic cap stamped Tracy and Mills. (South Tract)

Parcel Number: 59-02289.001

Prior Instrument Reference: Volume 1110, Page 50 of the Official Records, Knox County, Ohio

Exhibit B
(map or plat)

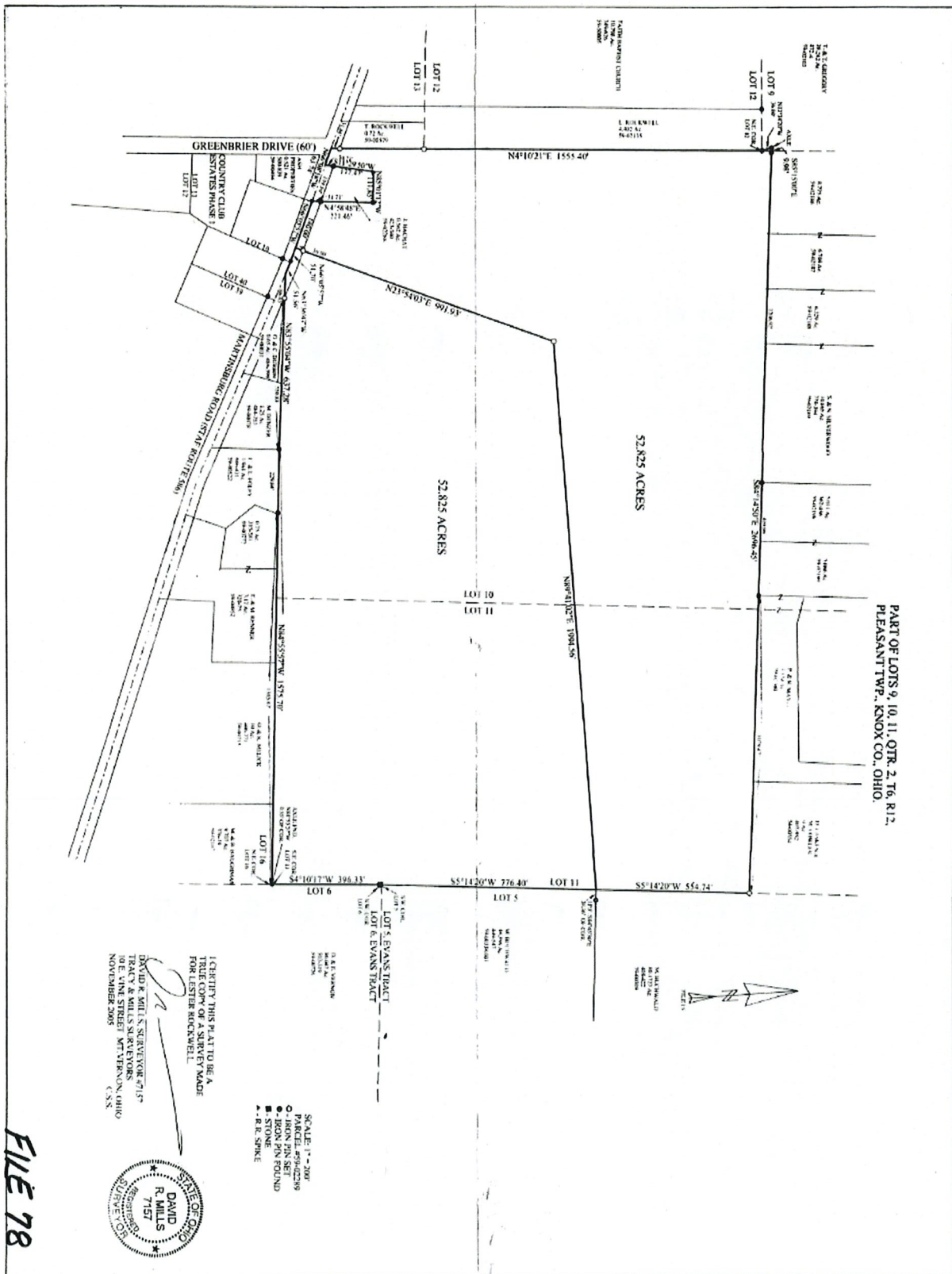
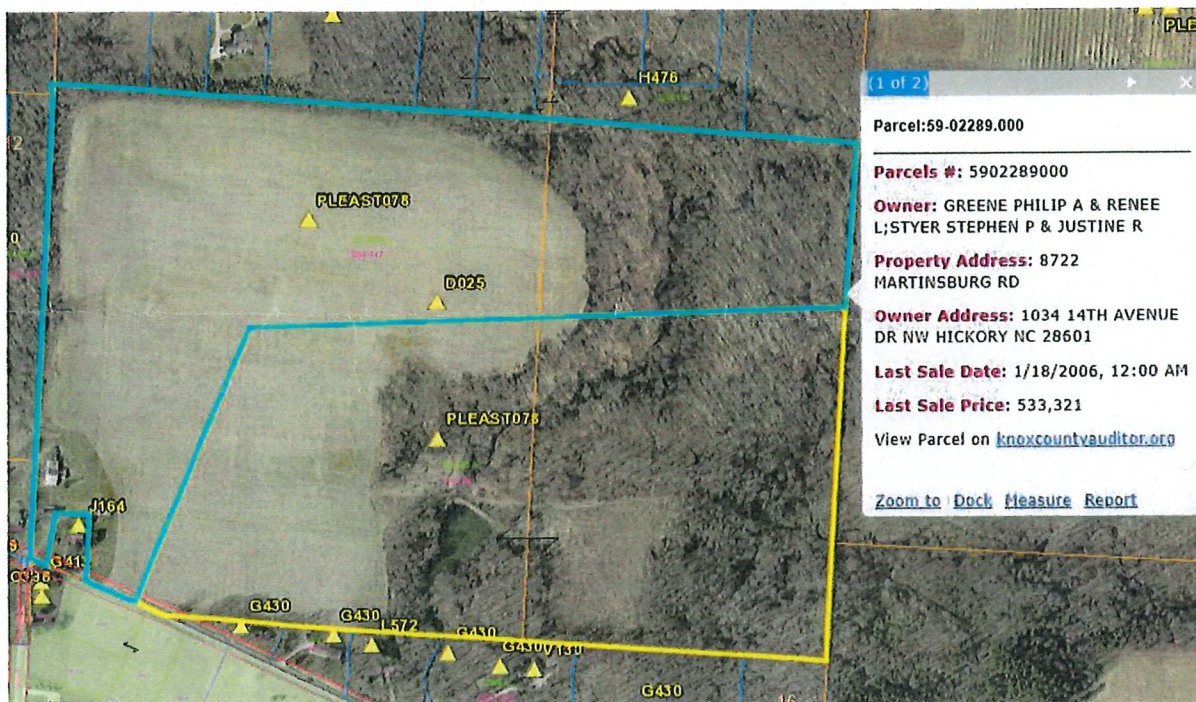
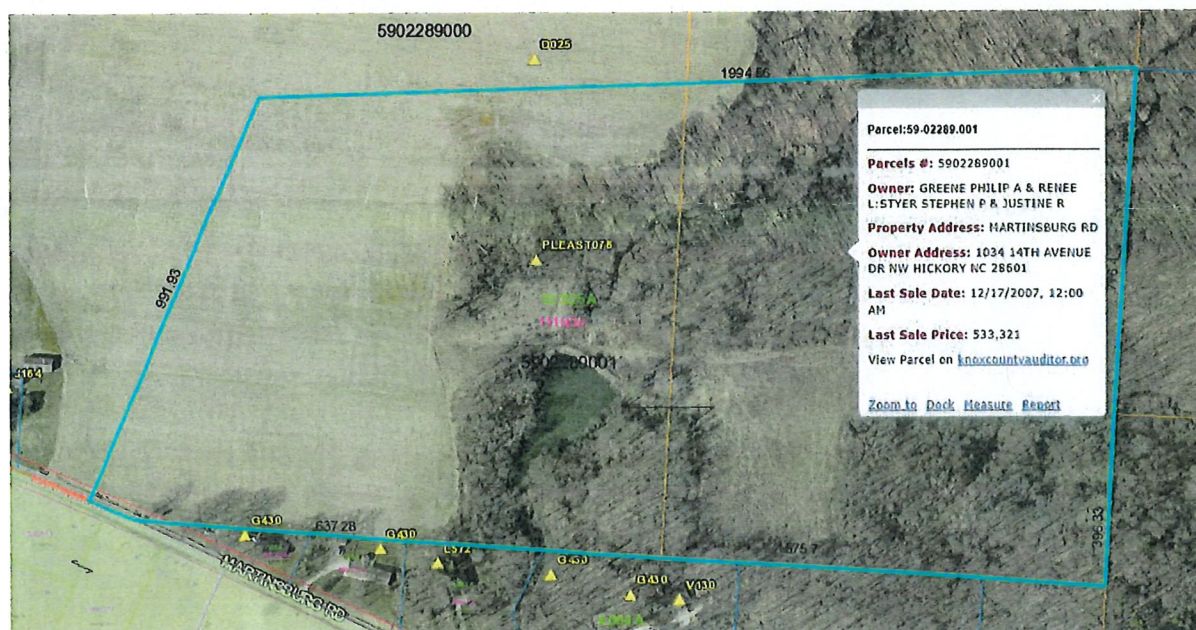


EXHIBIT B (continued)

Parcel 1:



Parcel 2:



4892-8951-4250, v. 1

Communication: 04-10-23 Annexation Request (Receive Petitions and Communications)



Utilities Committee Meeting Minutes

March 27, 2023 – 6:25 p.m. to 6:42 p.m.

COUNCIL PRESENT:

Bruce Hawkins, Council President
James Mahan, First Ward
John Francis, Second Ward
Tammy Woods, Third Ward
Mike Hillier, Fourth Ward
Janis Seavolt, At-Large
Amber Keener, At-Large
Mel Severns, At-Large

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Richard Dzik, Safety-Service Director
Robert Broeren, Law Director
Terry Scott, Auditor
David Stuller, Treasurer
Brian Ball, Engineer

Woods made a motion at 6:25 p.m. to go into executive session to discuss litigation. The motion was seconded by Keener, and passed by a roll-call vote of 7-0. Woods made a motion at 6:42 p.m. to adjourn executive session. The motion was seconded by Keener, and passed by a roll-call vote of 7-0. Resolution No. 2023-39, to execute the agreed director's final findings and orders regarding drinking water treatment material with the Ohio Environmental Protection Agency, was added to the agenda for Council's Legislative Session later in the evening.

Respectfully submitted,

Tammy Woods, Chair
Utilities Committee
Mount Vernon City Council

TW/th



**Fire, Police and Civil Defense Committee Meeting Minutes
Committee Meeting**

March 27, 2023 – 6:42 p.m. to 6:56 p.m.

COUNCIL PRESENT:

Bruce Hawkins, Council President
James Mahan, First Ward
John Francis, Second Ward
Tammy Woods, Third Ward
Mike Hillier, Fourth Ward
Janis Seavolt, At-Large
Amber Keener, At-Large
Mel Severns, At-Large

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Richard Dzik, Safety-Service Director
Robert Broeren, Law Director
Terry Scott, Auditor
David Stuller, Treasurer
Chad Christopher, Fire Chief
Robert Morgan, Police Chief
Todd Hill, Clerk
Cheryl Splain, Knox Pages

Fire Chief Chad Christopher provided a quarterly update on his department. He noted that the department is about 100 runs down from the same time last year, while EMS runs account for 86 percent of activity, although a recent weekend windstorm resulted in 40 calls. The chief provided a personnel update, noting that the department is at full staff with five new hires coming on, while part-time firefighters have been useful in filling full-time vacancies. The chief noted that a new vehicle exhaust system will be installed soon, while new hoses are going out to bid. He also provided updates on grants and training. Ordinance No. 2023-11, fixing the number of hourly employees in the Fire Department, was on the agenda for a first reading at Council's Legislative Session later in the evening.

Respectfully submitted,

James Mahan, Chair
Fire, Police, Civil Defense Committee,
Mount Vernon City Council

JM/th



**Fire, Police and Civil Defense Committee Meeting Minutes
Committee Meeting**

March 27, 2023 – 6:56 p.m. to 7:05 p.m.

COUNCIL PRESENT:

Bruce Hawkins, Council President
James Mahan, First Ward
John Francis, Second Ward
Tammy Woods, Third Ward
Mike Hillier, Fourth Ward
Janis Seavolt, At-Large
Amber Keener, At-Large
Mel Severns, At-Large

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Richard Dzik, Safety-Service Director
Robert Broeren, Law Director
Terry Scott, Auditor
David Stuller, Treasurer
Chad Christopher, Fire Chief
Robert Morgan, Police Chief
Todd Hill, Clerk
Cheryl Splain, Knox Pages

Police Chief Robert Morgan made a case for adding three more officers to his department – a traffic officer for the night shift, plus two patrolmen, one for the day shift and one at night. He noted that the planned construction of hundreds of housing units in the City will result in more work for the Police Department, and that calls are already back to pre-COVID levels. He also noted that the traffic officer on the day shift has been very busy. Ordinance No. 2023-12, fixing the number of hourly employees in the Police Department, was on the agenda for a first reading at Council’s Legislative Session later in the evening. The chief and committee chair requested a 20-minute committee meeting on the legislation for April 10, 2023.

Respectfully submitted,

James Mahan, Chair
Fire, Police, Civil Defense Committee,
Mount Vernon City Council

JM/th



**Parks and Lands Committee Meeting Minutes
March 27, 2023 – 7:05 p.m. to 7:18 p.m.**

COUNCIL PRESENT:

Bruce Hawkins, Council President
James Mahan, First Ward
John Francis, Second Ward
Tammy Woods, Third Ward
Mike Hillier, Fourth Ward
Janis Seavolt, At-Large
Amber Keener, At-Large
Mel Severns, At-Large

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Richard Dzik, Safety-Service Director
Robert Broeren, Law Director
Terry Scott, Auditor
David Stuller, Treasurer
Chad Christopher, Fire Chief
Robert Morgan, Police Chief
Todd Hill, Clerk
Cheryl Splain, Knox Pages

The committee discussed Resolution No. 2023-29, to advertise for bids and enter into contract for CA&C Depot parking lot-related improvements. The chair clarified that the legislation is limited to the parking lot and placement of a nine-foot-tall replica of the Statue of Liberty that was gifted to the City, with the potential for more work to be done in a second phase. Engineer Brian Ball added that the City intends to apply for a grant for the project, and that the electronic sign at the depot has reached the end of its useful life. No further meetings on the matter were requested. Resolution No. 2023-29 was up for a second reading at Council's Legislative Session later in the evening.

Respectfully submitted,

Amber Keener, Chair
Parks and Lands Committee
Mount Vernon City Council

AK/th

PROCLAMATION

CONGRATULATING NICHOLAS GREGA FOR EARNING THE RANK OF EAGLE SCOUT IN THE BOY SCOUTS OF AMERICA

WHEREAS, Nicholas Grega has proven himself to be an outstanding member of the Boy Scouts of America and has achieved the highest rank of Eagle Scout; and

WHEREAS, it takes years of dedication and commitment to achieve the Eagle rank, and

WHEREAS, Eagle Scouts act as leaders and role models in the Mount Vernon community, and

WHEREAS, the rank of Eagle Scout is a distinction that will follow Nicholas throughout his life and will be a beacon to others of the leadership quality and commitment this young man has shown, and

WHEREAS, citizens of the City of Mount Vernon appreciate Nicholas's hard work to complete a significant service project that involved organizing a team of volunteers to build three free library book boxes, outside of two elementary schools and within an apartment complex, to spread the love and accessibility of reading to residents.

NOW, THEREFORE, BE IT PROCLAIMED that Mount Vernon Mayor Matthew Starr and the Mount Vernon City Council do hereby congratulate and recognize Nicholas Grega for achievement of the rank of Eagle Scout.

Attest: _____

Todd Hill, Clerk of Council

Bruce E. Hawkins, President of Council

Mel Severns

Matthew Starr, Mayor

John Francis

Tammy Woods

Janis Seavolt

Amber Keener

James Mahan

Mike Hillier

Communication: 04-10-23 Nicholas Grega Proclamation (Proclamation)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2023-31

Meeting: 04/10/23 7:30 PM

Dept: Utilities

Woods, Keener

Category: Bid/Contract

Prepared By: Todd Hill

Initiator: Todd Hill

DOC ID: 3773

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE ELLIOTT STREET SANITARY SEWER PROJECT; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is hereby authorized and directed to advertise for bids and enter into a contract for the Elliott Street sanitary sewer project.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that bids must be solicited to avoid possible cost increases in the future, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

03/27/23

City Council

FIRST READING

Resolution No. 2023-31 was given a first reading. Woods requested a 10-minute meeting of the Utilities Commission on the legislation for April 10, 2023.

COMMENTS - Current Meeting:

Woods made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-31, with a second by Keener. Motion to suspend passed by a roll-call vote of 7-0. Woods made a motion to adopt Resolution No. 2023-31, with a second by Keener. Safety-Service Director Richard Dzik noted that the sanitary sewer project on Elliott Street would likely be completed this year. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tammy Woods, Third Ward
SECONDER:	Amber Keener, At Large
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2023-32

Meeting: 04/10/23 7:30 PM
Dept: Streets and Public Buildings
Severns, Francis
 Category: Streets
 Prepared By: Rob Broeren
 Initiator: Todd Hill
DOC ID: 3776

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON TO GRANT AN EASEMENT TO THE PROPERTY LOCATED AT 301 BOYNTON STREET; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Mount Vernon, Ohio has been made aware of a building encroaching upon the street right-of-way belonging to the City, being Lot 45 of Boynton and Hills Addition, which has an assigned address of 301 Boynton Street, Mount Vernon, Ohio and

WHEREAS, Ohio Revised Code Section 723.121 authorizes municipal legislative authorities to convey easements on City property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That Council hereby authorizes the Safety-Service Director of the City of Mount Vernon to grant an easement to the owner of record of 301 Boynton Street, Mount Vernon, Ohio (Parcel 66-02977.000), conveying a perpetual easement for the building located at that address, which extends 4 feet into the Right of Way for Cedar Street (see attachment A), including the following conditions:

- 1) The building may be maintained in its present location, but may not be enlarged to further encroach upon the City right-of-way.
- 2) If the building is destroyed or replaced, it may not be rebuilt within the City property easement. "Destroyed" means demolished, or sustaining damage to 51 percent or more of the structure by fire, explosion, windstorm or other peril.
- 3) The conditions of this easement shall be binding upon the successors to this Council and the owners of 301 Boynton Street, Mount Vernon, Ohio.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public, peace, health and safety. The reason for the emergency is to allow the property to transfer normally while protecting the City's interest in the adjacent property and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

03/27/23

City Council

FIRST READING

Resolution No. 2023-32 was given a first reading. Severns requested a 10-minute meeting of the Streets and Public Buildings Committee on the legislation for April 10, 2023.

COMMENTS - Current Meeting:

Severns made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-32, with a second by Francis. Motion to suspend passed by a roll-call vote of 7-0. Severns made a motion to adopt Resolution No. 2023-32, with a second by Francis. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mel Severns, Councilman
SECONDER:	John Francis, Second Ward
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

TRACY & MILLS, SURVEYORS

DAVID R. MILLS, PS
SURVEYOR #7157

10 East Vine Street - P.O. Box 642
Mount Vernon, Ohio 43050
Tel.: 740-397-8324 Fax: 740-397-5910
tracyandmills@aol.com

FLOYD W. BARNES, I
1921-2018

AMY BERNICKEN, PS
SURVEYOR #8571

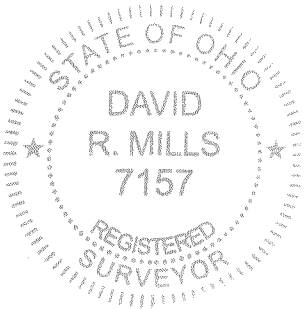
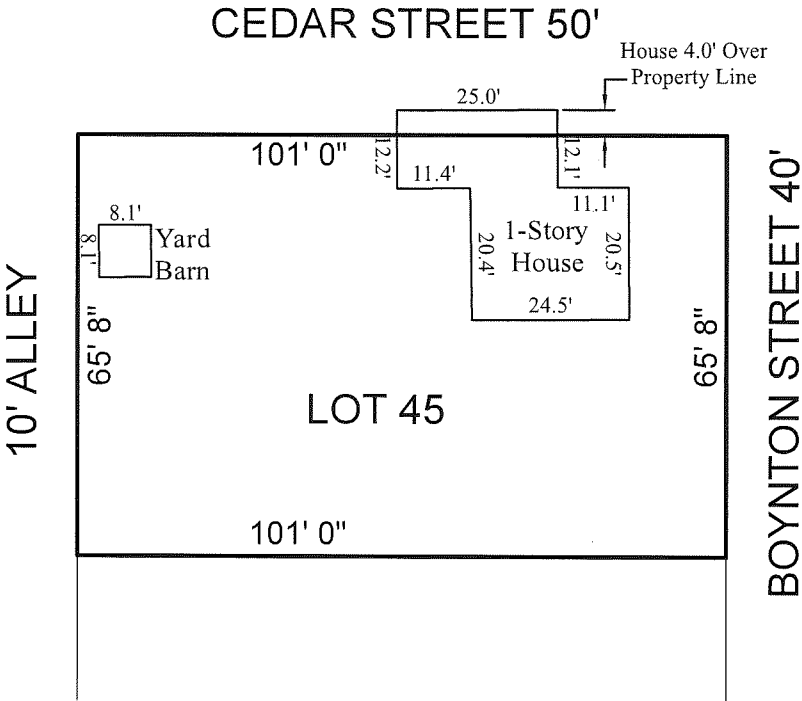
THOMAS M. TRACY, I
1941-2002

MORTGAGE LOCATION SURVEY FOR: Owl Creek Title Agency, Ltd. / Park National Bank

LOCATION:
301 Boynton Street
Mount Vernon, Ohio
Being Lot 45 of Boynton and Hills Addition,
City of Mount Vernon, Knox County, Ohio

BUYER/SELLER: Michael & Diane Trego / Michael W. & Krys D. Clifton, Trustees OC0516

Date: March 13, 2023
Scale: 1" = 30' PARCEL # 66-02977.00



CERTIFICATION: We hereby certify that the foregoing survey was prepared from actual field measurements. This Mortgage Location Survey is in accordance with chapter 4733-38, Ohio Administrative Code, and is not a boundary survey pursuant to Chapter 4733-37 of said code.

David R. Mills, Surveyor No. 7157
Amy Bernicken, Surveyor No. 8571



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 04/10/23 7:30 PM

Dept: Utilities

Woods, Keener

Category: Utilities

Prepared By: Todd Hill

Initiator: Todd Hill

ADOPTED

RESOLUTION 2023-33

DOC ID: 3777

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO RELEASE A REQUEST FOR QUALIFICATIONS FOR IDENTIFYING AND SELECTING A QUALIFIED FIRM OR FIRMS FOR CLOSED-CIRCUIT TELEVISED INSPECTION OF THE CITY OF MOUNT VERNON'S STORMWATER AND SANITARY SEWER LINES WITHIN AND IMMEDIATELY ADJACENT TO TAX INCREMENT FINANCING (TIF) DISTRICT NUMBER ONE, IDENTIFY AND ENTER INTO CONTRACT WITH THE SELECTED FIRM OR FIRMS FOR THOSE SERVICES; AND DECLARING AN EMERGENCY.

WHEREAS, Revised Code sections 153.65-73 allow local governments to select architects, engineers and other design professionals on Qualifications-Based criteria.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is hereby authorized and directed to release a Request for Qualifications for identifying and selecting a qualified firm or firms to provide closed-circuit televised inspection of the City of Mount Vernon's stormwater and sanitary sewer lines within and immediately adjacent to TIF District Number One.

SECTION 2: That the Safety-Service Director is hereby further authorized, upon identifying and selecting a qualified firm or firms, to negotiate and enter into a contract to provide closed-circuit televised inspection of the City of Mount Vernon's stormwater and sanitary sewer lines within and immediately adjacent to TIF District Number One.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to allow the City to continue to provide operable and safe sewer infrastructure to the people of Mount Vernon, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

03/27/23

City Council

FIRST READING

Resolution No. 2023-33 was given a first reading. Woods requested a 10-minute Utilities Committee meeting on the legislation for April 10, 2023.

COMMENTS - Current Meeting:

Woods made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-33, with a second by Keener. Motion to suspend passed by a roll-call vote of 7-0. Woods made a motion to adopt Resolution No. 2023-33, with a second by Keener. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tammy Woods, Third Ward
SECONDER:	Amber Keener, At Large
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2023-40

Meeting: 04/10/23 7:30 PM
Dept: Utilities
Woods, Keener
Category: Utilities
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3789

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON, OHIO TO ENTER INTO CONTRACT WITH GRAY MATTER SYSTEMS, LLC FOR WATER PLANT CONTROL SYSTEM PHASE 6 - WTP FILTER PLC UPGRADE; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, Knox County, Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon be and he herewith is authorized and directed to enter into contract with Gray Matter Systems, LLC for design and implementation of Water Plant Control System Phase 6 - WTP Filter PLC Upgrade as detailed in Exhibit A (Attached).

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to provide uninterrupted water services to the City and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Resolution No. 2023-40 was given a first reading. Woods requested a 10-minute Utilities Committee meeting on the legislation for April 24, 2023.

RESULT: FIRST READING

Next: 4/24/2023 7:30 PM



GRAYMATTER

Proposal for Professional Services

MOUNT VERNON WATER

3/24/2023

Professional Services

Request for Proposal: Phase 6 - WTP Filter PLC Upgrade

GrayMatter Opportunity: 259558

GrayMatter is pleased to respond to your Request for Proposal with the following.

At GrayMatter, our goal is to transform operations and empower people. As digital transformations in every industry are underway, we help some of the biggest companies in the world harness data and use it to work smarter. They lean on us to protect and connect their critical assets with their people, so every operator is empowered to be the best operator.



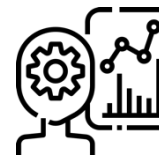
CONSULTING

We're a services-first company that starts with your problem and works backwards to help you fix it.



IMPLEMENTATION

We help your people and your industrial assets become smarter and more visible.



TECHNOLOGY CURATION

We focus on co-innovation and curating the best process and technology to drive industrial, digital transformations.

We provide specialized domain knowledge in food & beverage, steel, manufacturing, water, wastewater, energy, and mobile workforce and OEM applications. We work with leading food and beverage companies like T. Marzetti and manufacturers including Procter and Gamble and PPG Industries. We co-innovate with progressive water utilities like the City of Cincinnati and disruptive energy companies like CNX.

Thank you for your confidence in GrayMatter. We look forward to working with you soon. If I can be of further assistance, please do not hesitate to contact me at (412) 315-5715.

Sincerely,

FREDDIE MCKISSICK

Sales Consultant, GrayMatter

OBJECTIVE Provide programming and support of Mt. Vernon staff in replacing a legacy Filter PLC system.

**GRAYMATTER
DELIVERABLES**

Deliverables
Control Narrative to include:

Operating Philosophy Definition - Describe how the system ties into the rest of the plant. Notate how the system is to operate. Describe manual and automatic operation. Outline how the plant or system operates during normal, stable operating conditions. Describe how the system will react in process upsets.

System Description - Describe what the total process is doing.

Alarm Philosophy – Define types of alarms. Define priority of alarms. Describe operator interaction. Include the purpose of each alarm.

Input\Output List:

GrayMatter will provide an I/O list which defines all of the Inputs and Outputs expected to be wired to the PLC and associated Remote I/O. The I/O list defines what voltage equipment and instrument signals require and whether the signals are discrete (binary) or analog.

Input\Output Termination Drawings:

Based on an I/O list, I/O Termination Drawings visually indicate expected wiring to a PLC and associated Remote I/O. These drawings contain wire numbers, intermediate termination points, terminal block numbers and endpoint wiring. GrayMatter will provide draft and for production I/O termination drawings.

PLC Programming:

A new PLC program will be developed to accommodate current operation of the Filters. The PLC program incorporates all of the functionality required to monitor and control the Filters. This will include individual Level control of each filter based on PID loops, flow monitoring and Backwash sequencing. Simulation logic will be developed to allow for offsite testing and debugging.

SCADA Programming:

All of the various Filter graphics require updating or rebuilding to correctly interact with the new PLC program. The current SCADA system has ~ 70 graphics associated with the Filter equipment. GrayMatter will provide the necessary services to update all of these graphics to match the new PLC programming and addresses.

Simulation and Testing:

In order to optimize onsite startup and commissioning efforts, Simulation and Testing logic will be built into the PLC and SCADA programming. This will allow for offsite testing and debugging to ensure the SCADA graphics and PLC program operate together as expected. GrayMatter will provide this programming effort.

Field Installation:

It is anticipated the City of Mount Vernon Water technicians will provide required labor to remove old PLC hardware and install the new PLC hardware, terminate wiring based on I/O Termination drawings described in Section 3.3 and work closely with GrayMatter during Onsite Startup and Commissioning efforts.

Onsite Startup and Commissioning:

GrayMatter will provide the City of Mount Vernon with a Professional Services team member who will be responsible for testing and commissioning the new Filter Control System. Each I/O point will be verified both in the PLC and SCADA as operational before moving to the next. Once all the individual I/O points are verified, all control strategies will be tested for proper operation.

Project Management

After receipt of order, GrayMatter will assign a dedicated Project Manager to the project. The GrayMatter Project Manager acts as the customer's single point of contact through the duration of the project, ensuring that our team is meeting the customer's expectations for exceptional service and technical expertise.

Once assigned, the Project Manager will work collaboratively with the customer and project team to understand the customer's expectations and requirements, both from a technical perspective and regarding any key critical success factors related to the project (e.g., schedule, business goals, etc.).

Assumptions & Dependencies

- Replacement PLC wiring / terminations and / or required panel wiring to be performed by Mount Vernon or appointed subcontractor(s)
- Network hardware to be provided by and radio installation to be performed by Mount Vernon or appointed subcontractor(s)

- Required communication cables, adapters, etc. to be provided by Mount Vernon or appointed subcontractor(s)
- All PLC, IO, HMI and Radio Equipment will be supplied by Mount Vernon or appointed subcontractor(s)
- No software or hardware will be provided as part of this engagement.

Documentation

- Drawings – IO List
- Drawings – IO Terminations

INVESTMENT

All work shall be performed on a *Fixed Bid* basis. See Definitions section below for additional detail on work agreement.

Description	Qty.	Price	Total
GrayMatter Services, Project Management, Travel Time and Travel Expenses for Phase 6 Activities at Mount Vernon.	1	\$261,735.00	\$261,735.00
Total			\$261,735.00

The prices contained in this Proposal and Statement of Work shall be valid for **ninety (90) days** from the date of receipt, or upon Seller's prior notification of a price change to Purchaser, whichever occurs first. Hardware and software quotes related to this services proposal may have individual expiration dates that will supersede the 90-day proposal expiration.

SCHEDULE

The GrayMatter Project Manager will begin developing a project timeline during the initial planning phase of the project. This project schedule will be discussed and agreed upon as part of the project kickoff process. The project plan developed by GrayMatter is provided for planning purposes only and is subject to change based on new factors that arise during the project. The following factors can affect the timeline and/or cost of the implementation:

- Customer's ability to complete project responsibilities within requested timeline
- Availability of customer dedicated resources
- Deviation or requests for functionality outside the scope of this SOW

Project work schedules are dependent upon the nature of the project and the availability of resources with the required skillset(s). Resources cannot be reserved prior to receipt of a customer purchase order. Standard lead time of 4-6 weeks, after both (1) receipt of PO and (2) scheduled resource call has occurred with requested date of service, to begin active work. Faster start time (2-4 Weeks) or emergency start (Immediate to 2 weeks) may be available for an extra cost. Some earlier start times may be resource dependent and require increased travel costs. GrayMatter will make every effort to provide services in a timely manner to meet the customer's schedule requirements.

For on-site work of any duration and/or for planned work tasks (remote or on-site) of at least five (5) days that are defined in a mutually agreeable project plan, a minimum of **72-working hours' notice** is required for rescheduling the planned work. Seller reserves the right to bill a reasonable and fair amount, as incremental cost, up to ½ project hours, not to exceed 24 working hours and expenses, as applicable, if notice of the requested scheduling change is not received prior to the advance notice window.

STANDARD RATE SCHEDULE

Standard business hours are Monday thru Friday 6:00AM – 6:00PM:

Normal Non-Business Hour Rates are 1.5x (time outside standard business hours, time more than eight (8) hours during standard working days, and work on Saturday)

Premium Rates are 2x for Premium Overtime (GrayMatter scheduled holidays and Sunday) and Emergency Service within 24 hours (subject to resource availability).

Local Travel is defined as travel within a 50-mile radius of the resource's location. Travel time and expenses for work outside of this radius will be billed at the applicable rate (or charged against the allotted support hours), with expenses billed at cost plus 10%.

INVOICING

Work shall be invoiced based on the following schedule:

30% due at issue of purchase order.

30% due at PLC program completion.

40% due at Project Completion.

Any Hardware and Software quotes shall be invoiced upon receipt of order. Terms are Net 30 days from date of invoice from GrayMatter for customers who have an approved credit request.

There will be a surcharge of 3% for accepting credit cards as a form of payment. All first time customers are required to fill out a credit request, and GMS will require that all first orders will need to be processed with a credit card while credit department determines the credit amount and terms for future orders.

ORDER
PLACEMENT

Orders for ***GrayMatter Professional Services*** should be made out to:

Gray Matter Systems, LLC
Attention: Order Entry
100 Global View Drive Suite 200
Warrendale, Pa 15086
FAX 412.202.5053

Please list all Proposal Numbers on Orders. Thank you!

THANK YOU.

GrayMatter

100 Global View Drive
Suite 200
Warrendale, PA 15086

1-877-741-2410

graymattersystems.com



GRAYMATTER

DEFINITIONS

"Time and Materials" Basis:

The Professional Services and materials described in this proposal may be bid on a *Time and Materials (T&M)* basis, in accordance with hourly rates set forth in the Investment section. The labor hours provided are the estimated hours that it will take to complete the defined scope. This estimate represents GrayMatter's best evaluation of the effort required based upon discussions to date, and only considers those Services in scope of this proposal. This estimation gives the Customer an indication of the effort required; however, the Customer will be invoiced for the actual number of hours of effort required, which may be more or less than estimated. It is recommended that Customer plan on 10%-15% contingency budget. All hours directed to the project are considered billable work, including but not limited to: direct engineering and development, troubleshooting, research, meeting support, travel, issue resolution, and project management. Only hours consumed in the delivery of the services described above will be invoiced.

What happens if hours required to complete the scope exceed estimate?

- All labor hours incurred in relation to the stated work scope will be invoiced to the Customer
- GrayMatter will provide status of hours expended against estimates. When 80% of hours are expended, an evaluation will be conducted to determine if additional effort beyond original estimate will be required. If additional hours are needed, a mutual discussion will ensue with a Change Order developed as needed.

What happens if hours expended are less than the estimate?

- Only hours needed to complete the scope will be invoiced to the Customer
- Any hours below the estimate that are not expended will not be invoiced

Travel and On-site Fees for T&M Basis:

Stated Investment total does not include travel costs, such as billable travel hours, airfare, transportation, hotel, meals, and other travel related costs and none are included in the scope of this proposal. For budgetary and/or PO guidance purposes it is suggested that travel labor and expenses of 5-10% be planned and budgeted.

"Fixed Bid" basis:

The Professional Services and materials described in this proposal may be bid on a *Fixed Bid* basis, in accordance with breakdown provided in the Investment section. GrayMatter commits to deliver the stated scope for the fixed amount in the Investment section. This fixed amount includes all labor, materials, and associated travel costs to deliver the stated scope of work. Any work or deliverable that is not explicitly listed herein should be considered out-of-scope, subject to additional cost as emergent work. Contingency is included within the stated Investment to cover risks within the execution.

What happens if hours required to complete the scope exceed estimate?

- No additional costs of work beyond the fixed bid amount to execute the agreed scope will be invoiced to the Customer, provided these hours are not in support of emergent work not explicitly covered by the stated scope.
- If additional labor hours are required due to a change in work scope or circumstances caused by the Customer, then a mutual discussion between GrayMatter and the Customer will ensue, with a Change Order developed as needed.

What happens if hours expended are less than the estimate?

- Due to fixed bid nature of the proposal, the full amount of the fixed bid price will be invoiced to the Customer

Please note that under a Fixed Bid agreement, GrayMatter will not provide a detailed summary of actual hours worked by any resource to deliver the stated scope of supply.

**TERMS AND
CONDITIONS
(Emergent
Work)**

Throughout the project, new information may surface that may necessitate a change in business requirements and/or a change in the technical environment. These changes may result in a change in project scope and therefore impact the estimated level of effort, project timeline, or solution features. Any such, changes will require a Change Order, which either GrayMatter or a Customer team member will complete.

A completed Change Order form includes the requested change, the impact on the current agreement, and the estimated resources, time, and fees to implement the Change Order. GrayMatter will submit the completed Change Order Form to Customer for review and approval. Upon receipt of written approval, the GrayMatter team will begin work on the requested change according to the agreed-upon schedule.

When would a change order be issued:

- *Time and Materials*: A change order will be issued when the effort to complete defined scope may/will exceed original estimated hours. A change order may also be issued when additional scope is requested or required by either GrayMatter or the Customer.
- *Fixed Bid*: A change order will be issued when a change of scope is requested or a Customer related delay or issue impacts GrayMatter's completion of work.

TERMS AND CONDITIONS (Assumptions & Clarifications)

- Unless explicitly stated in the above deliverables, no installation of hardware or any other physical material (e.g., wiring, network switches, servers, operator workstations) is being provided as part of this proposal.
- All hardware required for system operation should be installed and configured to the maximum extent possible prior to GrayMatter commencing work. It is assumed that all hardware will be fully ready for software installation before GrayMatter's arrival at site.
- All customer equipment and/or software content and functionality is assumed to be functioning correctly and in accordance with OEM guidelines and recommendations. Unless otherwise explicitly stated, troubleshooting and/or correcting malfunctioning existing software is outside the scope of this proposal, and will be treated as emergent work.
- Unless otherwise stated, no formal training is provided as part of this proposal. If requested by the customer, GrayMatter can provide ad hoc, informal training directed to the work performed. All training is billed as time and material at the applicable hourly rate. Informal training does not result in any user certifications. Unless otherwise stated, no course materials are expected to be developed or delivered as part of the informal training. Unless specified otherwise in other contractual documents (e.g., a Master Services Agreement), filming of any training is not allowed.
- As applicable, pricing assumes one (1) review cycle of any newly developed software deliverables (e.g., screens, reports, functionality) is performed, and that the newly developed deliverables are of basic content and functionality. Additional review cycles and/or higher-level content and functionality will have a corresponding impact on cost and price.
- All work is assumed to be capable of occurring in a contiguous manner. If customer resource constraints (e.g., budget, core team members, site availability, equipment availability, etc.) arise during the course of the project, and the constraints cause an interruption in the project schedule in which required work cannot be performed, assigned GrayMatter resources may be pulled away and re-assigned to other projects. The

customer and GrayMatter will mutually agree upon a restart date, at which point the next available resource(s) will be assigned to the project. GrayMatter cannot guarantee that the original resource(s) will be available at the time of restart, but will make reasonable efforts to maintain team consistency. A Change Order may be required to cover costs associated with the delay and project restart.

- Work or related deliverables not explicitly listed within the proposed deliverables should be considered as excluded from the proposed scope of work.
- On-site work, if required, is billed at a minimum eight (8) hour day.
- If resources are required to remain at the customer location during non-working days (e.g., weekends) when work is not occurring, standby time of four (4) hours per day will be charged at the applicable hourly rate.

TERMS AND CONDITIONS (Customer Responsibilities)

- Customer is responsible for providing a team experienced with the Customer's processes, control architecture and systems to work with the GrayMatter engineering team during all phases of the project.
- Unless explicitly stated otherwise as a deliverable, Customer is responsible for providing, installing, and configuring all hardware necessary for system operation.
- Customer is responsible for the proper receipt and storage of any material provided within the scope of this proposal.
- Customer is responsible for providing access to any relevant project documentation requested in support of the project.
- Customer is responsible for ensuring that all data or other signals, as required for interfacing with the solution, are delivered in an accurate and timely fashion to avoid delays.
- Customer assumes responsibility for correct installation and functionality of all IT and network infrastructure prior to GrayMatter services for all servers, PCs, panels, controls equipment, or any other related hardware and/or hardware infrastructure.
- Customer is responsible for providing continuous network connectivity between the servers and the user clients. Delays associated with the receipt of required documentation may have a corresponding schedule and/or cost impact.
- Customer is responsible for providing security passes and free access to all facilities to ensure successful completion of the project.
- Customer is responsible for providing, at no charge, all required infrastructure for on-site GrayMatter personnel (e.g., office space, telephone, network access, etc.), including the required infrastructure to connect to Internet.
- Customer is responsible for providing high-speed VPN access for remote personnel needing access to development / test systems.

- Customer is responsible for providing all required safety/environmental training. Any expenses incurred by GrayMatter personnel resulting from such training will be billed on a time and materials basis in accordance with the contract Terms and Conditions.
- Customer is responsible for providing a safe working environment for GrayMatter personnel, ensuring that safe and secure procedures are in place and all testing and quality assurance procedures are completed prior to attempted system modifications.
- Customer will assign a single point of contact (POC) for the duration of the project.
- Delays associated with any of the above-listed responsibilities, or any other responsibilities identified during the course of the project, may result in schedule and/or cost impact to the project, and are therefore subject to the Change Order process.

TERMS AND CONDITIONS (Acceptance)

Acceptance of Purchaser's order is expressly subject to Seller's terms and conditions of sale, contained herein, which shall take precedence over any other terms and conditions. No contrary, additional or revised provisions or conditions shall be binding on the Seller unless accepted by an Officer of Seller in writing. Should the terms and conditions contained herein differ in any way from the terms and conditions of the Purchaser's order, this acknowledgement shall be construed as a counteroffer and shall not be effective as an acceptance of such order unless Purchaser assents to the terms and conditions contained herein. The failure of Purchaser to object thereto in writing within ten (10) days from the date of receipt hereof shall constitute assent thereto. The terms and conditions contained herein shall constitute the complete and only agreement between Seller and Purchaser; it being intended by both parties that this document sets forth the entire agreement between the parties hereto as to the purchase of goods and/or services. All orders shall only become legally binding upon acceptance by Seller's main office, located in Warrendale, PA.

TERMS AND CONDITIONS (Pricing)

The prices contained in this Proposal and Statement of Work shall be valid for ninety (90) days from the date of receipt, or upon Seller's prior notification of a price change to Purchaser, whichever occurs first. The prices contained herein do not include any federal, state, county local or other taxes levied on proposed goods and/or services, their use or sale, or on this agreement by any jurisdiction either within or outside the United States. Such taxes, where seller is required by law to collect them, whether designated as sales tax, gross receipts tax, occupation tax, etc., will be billed to the Purchaser based on the governing law in effect at the time of delivery unless Purchaser furnishes Seller with a proper Tax Exemption Certificate. Purchaser shall reimburse Seller for any state, county, or local taxes imposed, assessed, billed or becoming due and payable with regard to any goods and/or services furnished on or after the date said goods and/or

services are located on Purchaser's premises. The prices contained herein do not include freight charges. Seller shall prepay transportation charges and Purchaser agrees to reimburse Seller for such charges within thirty (30) days of Purchaser's receipt of Seller's invoice. All freight, transportation and shipping charges shall be stated separately from other charges.

**TERMS AND
CONDITIONS
(Delivery)**

All deliveries shall be F.O.B. Seller's facility. Seller will select a carrier to ship Purchaser's order to Purchaser's specified destination, unless Purchaser indicates a specific carrier. Any goods, which Purchaser obtains from Seller to replace goods damaged or lost in transit, will be sold to Purchaser at Seller's standard prices in effect at the time of such replacement.

All shipping dates quoted by Seller are ARO (After Receipt of Order) by Seller and reflect shipping dates, not delivery dates to Purchaser's facility. Shipping dates are approximate and are based upon prompt receipt by Seller of all necessary shipping information. Delays due to missing information such as product specification sheets, or credit examination will be in addition to Seller's quoted shipping times and may impact the originally scheduled shipping date. Partial shipments may be made unless specifically prohibited on Purchaser's purchase order. If this contract calls for the shipment of goods in separate lots, or if partial shipments are made as herein authorized, this contract shall be deemed an installation contract within the meaning of the applicable law. Seller does not return Purchaser's acknowledgements.

**TERMS AND
CONDITIONS
(Ownership of
Creative Work)**

Any shipment date is an estimate. Under no circumstances shall seller have any liability whatsoever for loss of use, or for any direct, incidental, or consequential damages resulting from delay, regardless of the cause(s).

Seller maintains and holds the exclusive copyright to any and all applications developed, transmitted and/or delivered as part of this agreement. Seller grants to Purchaser, a limited, non-exclusive license to use the application and related documentation in Purchaser's facilities only. Purchaser shall obtain no title, ownership nor any other rights in and to the application or related documentation, nor in or to any algorithms, concepts, designs or ideas requested by or incorporated in the application or related documentation. Purchaser agrees that it shall not; with exception for one (1) back up copy, reproduce, copy or distribute the application or related documentation for any purpose without Seller's written consent.

**TERMS AND
CONDITIONS
(Payment
Terms)**

Unless otherwise agreed to by Seller in writing, all payments are due thirty (30) days from date of invoice and due at Seller's main office in Warrendale, PA. Purchaser agrees that Seller specifically retains a security interest under the Uniform Commercial Code in all goods and proceeds thereof to secure payment of all amounts due from Purchaser to Seller. Any payment not received when due are subject to a one and one half percent (1.5%) finance charge per month on the

unpaid balance. If the unpaid balance is collected by or through an attorney at law or other licensed entity, Purchaser agrees to pay Seller for all reasonable attorney's fees and/or collection costs.

All purchases shall be subject to the terms and conditions contained herein. If at any time Purchaser fails to submit timely payments, or Seller determines the financial condition of the Purchaser does not justify the terms of payment established, Seller may, at Seller's sole option, require full or partial payment in advance or shall have the right to cancel any purchase order and shall be fully reimbursed for Seller's reasonable and proper cancellation charges. If an outstanding agreement for goods and/or services is terminated for any reason, all outstanding invoices will become due immediately.

**TERMS AND
CONDITIONS
(Warranties,
Limitations of
Damages and
Remedies)**

Purchaser must look solely to all manufacturer warranties for specific information regarding warranties. Seller warrants all applications delivered to be free from defects in material and workmanship at the time of shipment and/or delivery to Purchaser's facility, and for a period of sixty (60) days from time of shipment and/or delivery to Purchaser's facility.

This warranty does not cover any goods and/or services which have been subject to misuse, accident, abuse, neglect, improper installation (installed by other than Seller), storage, and improper maintenance. Any alterations or repairs performed without express written consent of Seller will void the warranty.

Seller shall not be liable for any loss of use, or for any direct, incidental, or consequential damages due to goods and/or services provided. All implied warranties and specifically the implied warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

The terms of this warranty shall constitute Purchaser's sole and exclusive remedy and Seller's sole and exclusive liability with respect to this agreement. Seller shall have no further obligation or liability upon the expiration of the warranty periods set forth above.

Seller's liability to Purchaser (or that of Seller's Agent/Representative) arising from the supplying of goods and/or services, shall not in any case exceed the cost of the original purchase order.

**TERMS AND
CONDITIONS
Indemnification**

Purchaser shall indemnify and hold Seller, its parent corporations, subsidiaries, affiliates, suppliers, manufacturers, subcontractors, officers, directors, employees, representatives and agents harmless from any liability or damage whatsoever, including any court costs and attorney's fees arising from the use of any goods and/or services supplied by the Seller.

TERMS AND CONDITIONS Disputes	At the sole discretion of Seller, Seller may require any controversy, dispute or claim, of whatever kind, arising out of or relating to this agreement be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of this agreement shall be brought, maintained and administered in Allegheny County, PA. Should Seller be successful, in part or in whole, in prosecuting or defending any lawsuit or arbitration, then Seller shall be entitled to fully recover its litigation or arbitration expenses, including attorney's fees.
TERMS AND CONDITIONS Force Majeure	Notwithstanding any provision of this Agreement to the contrary, neither party shall have any liability to the other for a temporary cessation of performance or delay in performance resulting from an event or occurrence beyond its reasonable control, including acts of God, actions by governmental authority (whether valid or invalid), pandemics, epidemics, flood, fire or other extreme weather conditions, national emergency, strikes or other labor difficulties, explosions, war, civil unrest, sabotage, power failure, equipment failure or any cause of like nature beyond its reasonable control; provided that nothing in this Section is intended nor shall it be construed to relieve either party hereto of any obligation to pay money hereunder or extend any time for payment hereunder.
TERMS AND CONDITIONS Applicable Law	This agreement is made in and shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions of the laws of the Commonwealth of Pennsylvania.
TERMS AND CONDITIONS Failure to Fully Compensate	Should Purchaser fail to fully compensate Seller for any goods and/or services provided, Seller shall be fully released from any obligations herein or otherwise.
TERMS AND CONDITIONS Waiver	The waiver by Seller of any term, condition, or provision hereunder must be in writing and shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision on this order or future orders.
TERMS AND CONDITIONS Authority of Sellers Agents	No agent, employee, or representative of Seller has any authority to bind Seller or form a part of the basis of this agreement unless the agent, employee, or representative of Seller is specifically included within this agreement and accepted in writing by an officer of Seller.
TERMS AND CONDITIONS	Purchaser agrees, for a period of one (1) year after conclusion of purchase, that purchaser shall not, without the prior written consent, directly or indirectly

**Non-Solicit and
Non-Hire**

solicit, hire, entice, or encourage any person currently employed or who within six (6) months prior to the termination shall have been an employee or consultant of GrayMatter, to leave his or her employment or consulting position with the GrayMatter, or engage, or attempt or agree to engage, in any capacity, the services of any such person, or aid or assist anyone else to do so.

This document contains proprietary and confidential information belonging to Gray Matter Systems, LLC. Neither this document nor the information disclosed herein is to be reproduced or transferred, in part or in whole, to other documents, or used or disclosed for any other purpose to any third parties.



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 04/10/23 7:30 PM
Dept: Finance and Budget
Seavolt, Mahan
Category: Finance
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3790

ADOPTED

RESOLUTION 2023-41

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO DISPOSE OF VEHICLES IN THE POLICE DEPARTMENT NOT NEEDED FOR PUBLIC USE BY THE CITY OF MOUNT VERNON, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 721.01 and 721.15 authorize municipalities to dispose of personal property and vehicles no longer needed for municipal use.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Council finds that the City of Mount Vernon Police Department owns the following vehicles that are no longer needed for public use. Council also finds that the value of the vehicle is in excess of \$1,000.00.

- 1) 2014 White Chevy Impala - VIN: 2G1WD5E34E11506
- 2) 2002 Silver Honda Civic - VIN: 1HGEM21712L069137
- 3) 2006 Red Mercury Milan - VIN: 3MEFM071X6R612503
- 4) 2003 Silver Ford F-150 - VIN: 1FTRW08L63KC30980
- 5) 1992 Silver Ford E-150 - VIN: 1FDEE14N8NHA50278

SECTION 2: That the Safety-Service Director for the City of Mount Vernon be authorized and directed to sell or dispose of the vehicles pursuant to any method authorized by Revised Code Section 721.15.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason of expediting the sale or trade of these items to return the proceeds to constructive use by the City, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Seavolt made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-41, with a second by Mahan. Motion to suspend passed by a roll-call vote of 7-0. Seavolt made a motion to adopt Resolution No. 2023-41, with a second by Mahan, Safety-Service Director Rick Dzik detailed the vehicles the Police Department wishes to dispose of. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	James Mahan, First Ward
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2023-42

Meeting: 04/10/23 7:30 PM
Dept: Parks and Lands
Keener, Woods
Category: Grant
Prepared By: Todd Hill
Initiator: Todd Hill
DOC ID: 3787

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO DEPARTMENT OF NATURAL RESOURCES NATURE WORKS GRANT FOR CA&C DEPOT IMPROVEMENTS; AND DECLARING AN EMERGENCY.

BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is authorized and directed to apply to the Ohio Department of Natural Resources Nature Works grant program for CA&C Depot improvements.

SECTION 2: The Safety-Service Director is further authorized and directed to enter into any agreements as may be necessary for obtaining financial assistance.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that applications for funds must be submitted by June 1, 2023, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Keener made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-42, with a second by Woods. Motion to suspend passed by a roll-call vote of 7-0. Keener made a motion to adopt Resolution No. 2023-42, with a second by Woods. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amber Keener, At Large
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 04/10/23 7:30 PM
Dept: Employee and Community Rel.

Francis, Hillier

Category: Appointment

Prepared By: Todd Hill

Initiator: Todd Hill

ADOPTED

RESOLUTION 2023-43

DOC ID: 3788

A RESOLUTION APPROVING THE APPOINTMENT OF TODD HAWKINS AS A REGULAR MEMBER TO THE MUNICIPAL PLANNING COMMISSION OF MOUNT VERNON, OHIO; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That Council approves the appointment of Todd Hawkins, 41 Kester Drive, Mount Vernon, Ohio, to the Municipal Planning Commission as a regular member, for a six-year term commencing immediately and ending April 11, 2029.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that an emergency exists in the usual daily operation of the various departments of the municipal government, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Francis made a motion to suspend the rule requiring three separate readings of Resolution No. 2023-43, with a second by Hillier. Motion to suspend passed by a roll-call vote of 7-0. Francis made a motion to adopt Resolution No. 2023-43, with a second by Hillier. It was noted that Todd Hawkins, who currently serves as an alternate on the Municipal Planning Commission, would be replacing Robert Drews, whose term on the commission has expired. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Francis, Second Ward
SECONDER:	Mike Hillier, Fourth Ward
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2023-10

Meeting: 04/10/23 7:30 PM
Dept: Planning and Zoning
Hillier, Severns
Category: Agreement
Prepared By: Todd Hill
Initiator: Todd Hill
DOC ID: 3769

AN ORDINANCE TO APPROVE, ADOPT AND ENACT THE FEBRUARY 2023 REPLACEMENT PAGES TO THE CODIFIED ORDINANCES; TO REPEAL ORDINANCES IN CONFLICT THEREWITH; TO PUBLISH THE ENACTMENT OF NEW MATTER; AND DECLARING AN EMERGENCY.

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

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

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish an annual revision; and

WHEREAS, the codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of Mount Vernon, Ohio, so as to conform to the classification and numbering system of the Codified Ordinances, to-wit:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2022-31	10-10-22	August 2022 Replacement Pages

SECTION 2: That, the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law.

Traffic Code

337.10 Lights, Emblems, and Reflectors on Slow-Moving Vehicles, Farm Machinery, Agricultural Tractors, and Animal-Drawn Vehicles. (Amended)

337.16 Number of Lights; Limitations on Flashing, Oscillating or Rotating Lights. (Amended)

General Offenses Code

549.10 Possessing Replica Firearm in School. (Amended)

SECTION 3: That the complete text of the sections listed above are set forth in full in the current replacement pages to the Codified Ordinances which are hereby attached to this ordinance as Exhibit A. The listing above of each new section by reference to its title shall constitute sufficient publication of new matter contained therein.

SECTION 4: This Ordinance is hereby declared to be an emergency measure and necessary for the immediate preservation of the public peace, health and safety, and for the further reason that an emergency exists in the usual daily operation of the various departments of the municipal government, and said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

03/27/23 City Council **FIRST READING**

Ordinance No. 2023-10 was given a first reading.

COMMENTS - Current Meeting:

Ordinance No. 2023-10 was given a second reading.

RESULT: SECOND READING

Next: 4/24/2023 7:30 PM

CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON, OHIO

Local legislation current through February 1, 2023

State legislation current through June 28, 2022

CERTIFICATION

We, Matthew T. Starr, Mayor and Todd Hill,
Clerk of Council of Mount Vernon, Ohio, pursuant to Ohio Revised Code
731.23 and 731.42, hereby certify that the general and permanent
ordinances of the City of Mount Vernon, Ohio, as revised, rearranged,
compiled, renumbered as to sections, codified and printed herewith in
component codes are correctly set forth and constitute the Codified
Ordinances of Mount Vernon, Ohio, 1989, as amended to February 1,
2023.

/s/ Matthew T. Starr
Mayor

/s/ Todd Hill
Clerk of Council

Codified, edited and prepared for
publication by
THE WALTER H. DRANE COMPANY
Cleveland, Ohio

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CITY OF MOUNT VERNON, OHIO

ROSTER OF CITY OFFICIALS

(2023)

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Bruce E. Hawkins
 James Mahan
 John Francis
 Tammy Woods
 Mike Hillier
 Amber Keener
 Janis Seavolt
 Mel Severns

President
 First Ward
 Second Ward
 Third Ward
 Fourth Ward
 At Large
 At Large
 At Large

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Mayor
 Safety-Service Director
 Director of Law
 Clerk of Council
 Assistant Clerk of Council
 City Auditor
 City Treasurer
 Chief of Police
 Fire Chief
 Municipal Court Judge
 Municipal Court
 Clerk
 Director of Public
 Utilities
 Director of Public Works
 City Engineer
 Income Tax Administrator

The publisher
expresses their appreciation
to

RICHARD S. DZIK
Safety-Service Director

P. ROBERT BROEREN, JR.
Director of Law

TODD HILL
Clerk of Council

and all other officers and employees who
assisted in the preparation
of these Codified Ordinances.

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COMPARATIVE SECTION TABLE

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>	<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2018-15	5-29-18	2018 Replacement Pages	2020-37	11-23-20	1302.01, 1303.13, 1399.05
2018-22	11-26-18	187.01(b)	2020-39	1-25-21	913.07(a)
2018-24	11-26-18	521.13 to 521.15; Repeals 521.10	2020-43	1-11-21	359.02(b)(1)A.3.
2018-28	3-25-19	1184.01 to 1184.12, 1184.99	2021-01	1-11-21	1153.12
2018-29	10-22-18	139.02	2021-12	4-26-21	2021 Replacement Pages
2019-01	1-14-19	111.01	2021-21	6-14-21	141.04
2019-02	1-14-19	351.19	2021-22	6-14-21	359.02(e)
2019-03	2-11-19	351.03, 351.033	2021-30	8-23-21	129.031
2019-07	1-28-19	1302.01, 1303.06, 1305.09, 1305.25	2021-31	8-9-21	183.013
2019-10	2-25-19	1303.06	2021-33	8-9-21	1141.03 to 1141.06
2019-24	5-13-19	1323.01 to 1323.13, 1323.99	2021-34	9-27-21	1158.21, 1185.01 to 1185.04
2019-25	5-13-19	2019 Replacement Pages	2021-36	9-27-21	129.15
2019-27	6-24-19	551.01 to 551.06	2021-38	10-25-21	August 2021 Replacement Pages
2019-28	6-24-19	376.01 to 376.05, 376.99	2021-47	12-13-21	753.04
Res.			2021-51	12-27-21	105.01 to 105.05
2019-56	6-24-19	515.001	2022-01	1-10-22	187.02, 187.07, 187.09, 187.14(g) to (i)
2019-31	9-23-19	1167.02	2022-16	4-25-22	February 2022 Replacement Pages
2019-35	11-12-19	920.01 to 920.47, 920.99	2022-22	6-13-22	902.02
2019-36	11-25-19	755.01, 755.05	2022-25	7-25-22	Pt. 11 Appx. II
2019-37	11-12-19	September 2019 Replacement Pages	2022-31	10-10-22	August 2022 Replacement Pages
2019-38	12-23-19	911.02 to 911.11, 911.13, 913.03, 913.11, 919.02 to 919.04, 919.06, 919.08, 919.11			
2019-39	12-9-19	187.02, 187.07, 187.09, 187.14			
2019-120	11-25-19	931.11			
2020-17	4-27-20	2020 Replacement Pages			
2020-21	6-8-20	Repeals 135.05			
2020-22	7-27-20	303.08(a), 359.03, 359.04			
2020-28	8-24-20	351.20			

TABLE OF SPECIAL ORDINANCES

TABLE J - ANNEXATION OF TERRITORY (Cont.)

<u>Ord. No.</u>	<u>Date</u>	<u>Description</u>
2021-28	7-26-21	Consenting to the annexation of 1.185 acres from Monroe Township into the City.
2021-44	11-8-21	Accepting the annexation of 1.185 acres from Monroe Township into the City.
2021-54	12-27-21	Consenting to the annexation of 7.513 acres from Clinton Township into the City.
2021-55	12-27-21	Consenting to the annexation of 6.525 acres from Clinton Township into the City.
2022-13	4-11-22	Accepting the annexation of 7.513 acres from Clinton Township into the City.
2022-14	4-11-22	Accepting the annexation of 6.525 acres from Clinton Township into the City.
2022-29	9-12-22	Consenting to the annexation of 0.562 acres, Parcel Number 59-02288.000 from Pleasant Township into the City.
2022-42	1-9-23	Accepting the annexation of 0.562 acres, Parcel Number 59-02288.000 from Pleasant Township into the City.

TABLE K - ZONING VARIANCES AND MAP CHANGES (Cont.)

<u>Ord. No.</u>	<u>Date</u>	<u>Description</u>
2018-20	10-8-18	A parcel within the City from the present zoning of P-1-Public, Semipublic District to R-1 Single Family District.
2018-21	10-8-18	Eight parcels from the present township zoning of RRA-Rural Residential and Agricultural District and R-1-Single Family District to Municipal R-1 Single Family District.
2019-32	11-25-19	1120 Yauger Road (Parcel Number 66-50337.000) from the present zoning of R-1 Single Family District to O/I Office-Institutional District.
2021-37	10-11-21	Twelve parcels at Cooper Progress Park and Shellmar from their present zoning to PCDD - Planned Commercial Development District.
2022-04	1-24-22	210 N. Sandusky St. (Parcel Number 66-00676.000) from the present zoning of NC - Neighborhood Commercial District, to GB - General Business District.
2022-05	1-24-22	11973 Upper Gilchrist Road (Parcel Number 71-00004.000) from the present zoning of Monroe Township A2 to PND-Planned Neighborhood District.
2022-17	4-25-22	Portion of 17795 Coshocton Road (Parcel Number 71-00050.000) from the present zoning of R-1-Single Family District, PND-Planned Neighborhood District and GB-General Business District to R-3-Multiple Family District.
2022-35	10-24-22	Portion of Parcel #66-00501.000 located on Newark Road from the present zoning of NC - Neighborhood Commercial District to PND - Planned Neighborhood District.

CHAPTER 337 Safety and Equipment

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|--------|--|--------|--|
| 337.01 | Driving unsafe vehicles. | 337.16 | Number of lights; limitations on flashing, oscillating or rotating lights. |
| 337.02 | Lighted lights; measurement of distances and heights. | 337.17 | Focus and aim of headlights. |
| 337.03 | Headlights on motor vehicles and motorcycles. | 337.18 | Motor vehicle and motorcycle brakes. |
| 337.04 | Tail light; illumination of rear license plate. | 337.19 | Horn, siren and theft alarm signal. |
| 337.05 | Rear red reflectors. | 337.20 | Muffler; muffler cutout; excessive smoke, gas or noise. |
| 337.06 | Safety lighting on commercial vehicles. | 337.21 | Rear-view mirror; clear view to front, both sides and rear. |
| 337.07 | Obscured lights on vehicles in combination. | 337.22 | Windshield and windshield wiper; sign or poster thereon. |
| 337.08 | Red light or red flag on extended loads. | 337.23 | Limited load extension on left side of passenger vehicle. |
| 337.09 | Lights on parked or stopped vehicles. | 337.24 | Motor vehicle stop lights. |
| 337.10 | Lights, emblems, and reflectors on slow-moving vehicles, farm machinery, agricultural tractors, and animal-drawn vehicles. | 337.25 | Air cleaner required. |
| 337.11 | Spotlight and auxiliary lights. | 337.26 | Child restraint system usage. |
| 337.12 | Cowl, fender and back-up lights. | 337.27 | Drivers and passengers required to wear seat belts. |
| 337.13 | Display of lighted lights. | 337.28 | Use of sunscreening, nontransparent and reflectorized materials. |
| 337.14 | Use of headlight beams. | 337.29 | Bumper heights. |
| 337.15 | Lights of less intensity on slow-moving vehicles. | 337.30 | Loud sound amplification systems prohibited. |
| | | 337.31 | Use of engine retarders. |
| | | 337.32 | Directional signals required. |

CROSS REFERENCES

See sectional histories for similar State law
 Warning devices for commercial vehicles disabled upon freeways - see Ohio R.C. 4513.28
 Slow moving vehicle emblem - see OAC Ch. 4501.13
 Motorized bicycle lights and equipment - see Ohio R.C. 4511.521
 Vehicle lighting - see OAC 4501-15
 Use of stop and turn signals - see TRAF. 331.14
 Wheel protectors for commercial vehicles - see TRAF. 339.05
 Vehicles transporting explosives - see TRAF. 339.06
 Towing requirements - see TRAF. 339.07
 Use of studded tires and chains - see TRAF. 339.11
 Bicycle equipment - see TRAF. 373.05 et seq.

337.01 DRIVING UNSAFE VEHICLES.

(a) No person shall drive or move, or cause or knowingly permit to be driven or moved, on any street any vehicle or combination of vehicles which is in such unsafe condition as to endanger any person or property.

(b) Nothing contained in this chapter shall be construed to prohibit the use of additional parts and accessories on any vehicle not inconsistent with the provisions of this chapter.

(c) The provisions of this chapter with respect to equipment on vehicles do not apply to implements of husbandry, road machinery, road rollers or agricultural tractors except as made applicable to such articles of machinery. (ORC 4513.02)

(d) Whoever violates this section is guilty of a minor misdemeanor.
(ORC 4513.99)

337.02 LIGHTED LIGHTS; MEASUREMENT OF DISTANCES AND HEIGHTS.

(a) Every vehicle, other than a motorized bicycle, operated upon a street or highway shall display lighted lights and illuminating devices as required by this chapter during all of the following times:

- (1) The time from sunset to sunrise;
- (2) At any other time when, due to insufficient natural light or unfavorable atmospheric conditions, persons, vehicles, and substantial objects on the street or highway are not discernible at a distance of one thousand feet ahead;
- (3) At any time when the windshield wipers of the vehicle are in use because of precipitation on the windshield.

Every motorized bicycle shall display at such times lighted lights meeting the rules adopted by the Ohio Director of Public Safety under Ohio R.C. 4511.521. No motor vehicle, during any time specified in this section, shall be operated upon a street or highway using only parking lights as illumination.

(b) Whenever in this chapter a requirement is declared as to the distance from which certain lights and devices shall render objects visible, or within which such lights or devices shall be visible, such distance shall be measured upon a straight level unlighted street under normal atmospheric conditions unless a different condition is expressly stated.

(c) Whenever in this chapter a requirement is declared as to the mounted height of lights or devices, it shall mean from the center of such light or device to the level ground upon which the vehicle stands.

(d) Notwithstanding any provision of law to the contrary, no law enforcement officer shall cause the operator of a vehicle being operated upon a street or highway to stop the vehicle solely because the officer observes that a violation of subsection (a)(3) of this section has been or is being committed or for the sole purpose of issuing a ticket, citation or summons for a violation of that subsection, or causing the arrest of or commencing a prosecution of a person for a violation of that subsection.

337.09 LIGHTS ON PARKED OR STOPPED VEHICLES.

(a) Except in case of an emergency, whenever a vehicle is parked or stopped upon a roadway open to traffic or shoulder adjacent thereto, whether attended or unattended during the times mentioned in Section 337.02, such vehicle shall be equipped with one or more lights which shall exhibit a white or amber light on the roadway side visible from a distance of 500 feet to the front of such vehicle, and a red light visible from a distance of 500 feet to the rear. No lights need be displayed upon any such vehicle when it is stopped or parked where there is sufficient light to reveal any person or substantial object within a distance of 500 feet upon such street. Any lighted headlights upon a parked vehicle shall be depressed or dimmed.
(ORC 4513.10)

(b) Whoever violates this section is guilty of a minor misdemeanor.
(ORC 4513.99)

337.10 LIGHTS, EMBLEMS AND REFLECTORS ON SLOW-MOVING VEHICLES, FARM MACHINERY, AGRICULTURAL TRACTORS, AND ANIMAL-DRAWN VEHICLES.

(a) Definitions. As used in this section:

- (1) **BOAT TRAILER.** Means any vehicle designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of no more than ten miles and at a speed of twenty-five miles per hour or less.
- (2) **SLOW-MOVING VEHICLE and SMV.** Mean a boat trailer, unit of farm machinery, road construction machinery, or other machinery designed by the manufacturer to operate at a speed of twenty-five miles per hour or less. The term does not include a bicycle, motorized bicycle, electric bicycle, or animal-drawn vehicle. (ORC 4513.11)

(b) Generally.

- (1) At the times specified in Ohio R.C. 4513.03, no person shall operate either of the following vehicles unless it is equipped with and displays the lamps described in subsection (b)(2) of this section.
 - A. A vehicle not specifically required to be equipped with lamps or other lighting devices by Ohio R.C. 4513.03 to 4513.10;
 - B. A vehicle referred to in Ohio R.C. 4513.02(G).
- (2) Vehicles described in subsection (b)(1) of this section shall be equipped with both of the following:
 - A. At least one lamp displaying a white light visible from a distance of not less than 1,000 feet to the front of the vehicle;
 - B. Two lamps displaying red light visible from a distance of not less than 1,000 feet to the rear of the vehicle, or as an alternative, one lamp displaying a red light visible from a distance of not less than 1,000 feet to the rear and two red reflectors visible from all distances of 600 feet to 100 feet to the rear when illuminated by the lawful lower beams of headlamps.
- (3) A. At the times specified in Ohio R.C. 4513.03, no person shall operate a multi-wheel agricultural tractor model year 2001 or earlier on a street or highway unless it is equipped with and displays reflectors and illuminated amber lamps so that the extreme left and right projections of the tractor are indicated by all of the following:

1. Flashing lamps displaying amber light, visible to the front and the rear. The lamps need not flash simultaneously and need not flash in conjunction with any directional signals of the tractor;
 2. Amber reflectors, all visible to the front;
 3. Red reflectors, all visible to the rear.
- B. Rules adopted by the Ohio Director of Public Safety under Ohio R.C. 4513.111 governing the lamps and reflectors described in subsection (b)(3)A. of this section and their placement correlate with and, as far as possible, conform with paragraphs 4.1.4.1, 4.1.7.1 and 4.1.7.2 respectively of the American Society of Agricultural Engineers Standard ANSI/ASAE S279.10 OCT98, Lighting and Marking of Agricultural Equipment on Highways.
- (4) At the times specified in Ohio R.C. 4513.03, no person shall operate a unit of farm machinery model year 2002 or later on a street or highway unless it is equipped with and displays markings and illuminated lamps that meet or exceed the lighting, illumination and marking standards and specifications that are applicable to that type of farm machinery for the unit's model year specified in the American Society of Agricultural Engineers Standard ANSI/ASAE S279.10 OCT 98, lighting and marking of agricultural equipment on highways.
 - (5) Any unit of farm machinery designed by its manufacturer to operate at a speed of twenty-five miles per hour or greater or any SMV may be equipped with and display a red flashing light that is visible from a distance of not less than 1,000 feet to the rear at all times specified in Ohio R.C. 4513.03. When a double-faced light is used, it shall display amber light to the front and red light to the rear.
 - (6) Lights and reflectors required under subsections (b)(3) and (b)(4) of this section and authorized under subsection (b)(5) of this section are in addition to other lights required or permitted by this subsection (b) or Ohio R.C. 4513.17.
 - (7) The Ohio Director of Public Safety shall adopt rules in accordance with Ohio R.C. Chapter 119 Code that establish standards and specifications for lamps and reflectors required or authorized by this section. Lamps and reflectors required or authorized by this section shall meet those standards and specifications.
 - (8) This subsection (b) does not apply to a bicycle, motorized bicycle, electric bicycle, or animal-drawn vehicle.
 - (9) Whoever violates this subsection (b) is guilty of a minor misdemeanor. (ORC 4513.111)
- (c) Slow-Moving Vehicles.
- (1) Except as otherwise provided in this section, no person shall operate an SMV on a street or highway as follows:
 - A. At a speed exceeding twenty-five miles per hour;
 - B. Without displaying the triangular SMV emblem mounted in accordance with subsection (c)(2) of this section.

- (2) The SMV emblem shall be mounted so as to be visible from a distance of not less than 500 feet to the rear. In accordance with Ohio R.C. Chapter 119, the Ohio Director of Public Safety shall adopt standards and specifications for the design and position of mounting the SMV emblem. The standards and specifications for the SMV emblem correlate with and, so far as possible, conform with those approved by the American Society of Agricultural Engineers.
 - (3) A person may operate an SMV on a street or highway without displaying the triangular SMV emblem when any of the following apply:
 - A. The SMV is being used in actual construction and maintenance work in an area guarded by a flagperson, or where flares are used;
 - B. The SMV is operating or traveling within the limits of a construction area designated by the Ohio Director of Transportation, a city engineer, or the county engineer of the several counties, when such construction area is marked in accordance with requirements of the Ohio Director of Transportation and the Manual of Uniform Traffic Control Devices, as set forth in Ohio R.C. 4511.09.
 - (4) No person shall display an SMV emblem on any of the following:
 - A. Any vehicle not required to use the SMV emblem by this subsection (c) or Ohio R.C. 4513.113 or 4513.114;
 - B. An SMV being transported upon any other vehicle;
 - C. Any stationary object on the highway.
 - (5) No person shall sell, lease, rent or operate an SMV, except a unit designed to be completely mounted on a primary power unit that is manufactured or assembled on or after April 1, 1966, unless it is equipped with an SMV emblem mounting device.
 - (6) Whoever violates subsection (c) is guilty of a minor misdemeanor. (ORC 4513.112)
- (d) Farm Machinery and Agricultural Tractors.
- (1) No person shall sell, lease, rent or operate on a street or highway any unit of farm machinery that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour unless the unit displays both of the following:
 - A. The SMV emblem mounted in accordance with Ohio R.C. 4513.112(B);
 - B. A speed identification symbol that does both of the following:
 - 1. Meets the specifications contained in the American Society of Agricultural Engineers Standard ANSI/SAE S584 JAN2005, Agricultural Equipment: Speed Identification Symbol (SIS);
 - 2. Indicates the maximum speed in miles per hour at which the unit of farm machinery is designed by its manufacturer to operate;
 - (2) No person operating a tractor on a street or highway that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour and that is towing, pulling or otherwise drawing a unit of farm machinery while operating at a speed greater than twenty-five miles per hour shall fail to display both of the following on the unit of farm machinery:
 - A. The SMV emblem;
 - B. The speed identification symbol that matches the speed identification symbol required to be displayed on the agricultural tractor;

- (3) No person shall operate an agricultural tractor that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour unless the person possesses documentation published or provided by the manufacturer indicating the maximum speed in miles per hour at which the manufacturer designed the agricultural tractor to operate;
- (4) Whoever violates this subsection (d) is guilty of a minor misdemeanor. (ORC 4513.113)

(e) Animal-Drawn Vehicles.

- (1) Except as otherwise provided in subsection (e)(4) of this section, no person shall operate an animal-drawn vehicle on a street or highway unless it is equipped with and displays, at the times specified in Ohio R.C. 4513.03, both of the following:
 - A. At least one lamp displaying a white light visible from a distance of not less than 1,000 feet to the front of the animal-drawn vehicle;
 - B. Two lamps displaying red light visible from a distance of not less than 1,000 feet to the rear of the animal-drawn vehicle, or as an alternative, one lamp displaying a red light visible from a distance of not less than 1,000 feet to the rear and two red reflectors visible from all distances of 600 feet to one hundred feet to the rear when illuminated by the lawful lower beams of headlamps;
- (2) Except as otherwise provided in subsection (e)(4) of this section, no person shall operate an animal-drawn vehicle on a street or highway unless it is equipped with and displays, at all times, all of the following:
 - A. One yellow flashing lamp displaying yellow light that is visible from a distance of not less than 1,000 feet and that is mounted in either of the following positions:
 - 1. On the top most portion of the rear of the animal-drawn vehicle;
 - 2. On the top of the animal-drawn vehicle;
 - B. At least one of the following:
 - 1. An SMV emblem mounted in accordance with Ohio R.C. 4513.112(B);
 - 2. Micro-prism reflective tape that is visible from a distance of not less than 500 feet to the rear when illuminated by the lawful lower beams of headlamps;
 - 3. Both an SMV emblem and micro-prism reflective tape, as specified in this division.
 - C. Lamps and micro-prism reflective tape required by this section shall meet standards and specifications adopted by the Ohio Director of Public Safety under Ohio R.C. 4513.114.
- (3) The Ohio Director of Public Safety, in accordance with Ohio R.C. Chapter 119, shall adopt rules establishing standards and specifications for the position and mounting of the lamps and micro-prism reflective tape required by Ohio R.C. 4513.114. The rules permit the micro-prism reflective tape to be red, amber, white, or silver in color.
- (4)
 - A. Subsections (e)(1) and (e)(2) of this section do not apply to the operator of animal-drawn agricultural equipment who is not transporting any livestock or a person other than the operator.
 - B. No operator described in subsection (e)(4)A. of this section shall operate animal-drawn agricultural equipment unless it is equipped with and displays, at all times, the SMV emblem mounted in accordance with Ohio R.C. 4513.112(B).

- C. As used in subsection (e)(4) of this section, "animal-drawn agricultural equipment" means equipment drawn by the muscular power of an animal that is used solely for agricultural purposes. "Animal-drawn agricultural equipment" includes any of the following:
1. A plow;
 2. A manure spreader;
 3. A thresher.
- (5) Whoever violates this subsection (e) is guilty of a minor misdemeanor. (ORC 4513.114)

(f) **Strict Liability Offenses.** The offenses established under this section are strict liability offenses, and Ohio R.C. 2901.20 does not apply. The designation of these offenses as strict liability offenses shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense. (ORC 4513.115)

337.11 SPOTLIGHT AND AUXILIARY LIGHTS.

(a) Any motor vehicle may be equipped with not more than one spotlight and every lighted spotlight shall be so aimed and used upon approaching another vehicle that no part of the high-intensity portion of the beam will be directed to the left of the prolongation of the extreme left side of the vehicle, nor more than 100 feet ahead of the vehicle.

(b) Any motor vehicle may be equipped with not more than three State approved auxiliary driving lights mounted on the front of the vehicle, which when used shall conform to State regulations.

(c) Whoever violates this section is guilty of a minor misdemeanor. (ORC 4513.12)

337.12 COWL, FENDER AND BACK-UP LIGHTS.

(a) Any motor vehicle may be equipped with side cowl or fender lights or lights on each side thereof which shall emit a white or amber light without glare.

(b) Any motor vehicle may be equipped with back-up lights, either separately or in combination with another light. No back-up lights shall be continuously lighted when the motor vehicle is in forward motion.

(c) Whoever violates this section is guilty of a minor misdemeanor. (ORC 4513.13)

337.13 DISPLAY OF LIGHTED LIGHTS.

(a) At all times mentioned in Section 337.02 at least two State approved lighted lights shall be displayed conforming to State regulations, one near each side of the front of every motor vehicle, except when such vehicle is parked subject to the regulations governing lights on parked vehicles. (ORC 4513.14)

(b) However, on a motorcycle, there shall be displayed at least one and not more than two lighted lights as required herein.

(c) Whoever violates this section is guilty of a minor misdemeanor. (ORC 4513.14)

337.14 USE OF HEADLIGHT BEAMS.

(a) Whenever a motor vehicle is being operated on a roadway or shoulder adjacent thereto during the times specified in Section 337.02, the driver shall use a distribution of light, or composite beam, directed high enough and of sufficient intensity to reveal persons, vehicles and substantial objects at a safe distance in advance of the vehicle, except that upon approaching an oncoming vehicle, the lights or beams shall be so aimed that the glaring rays are not projected into the eyes of the oncoming driver.

(b) Whoever violates this section is guilty of a minor misdemeanor.
(ORC 4513.15)

337.15 LIGHTS OF LESS INTENSITY ON SLOW-MOVING VEHICLES.

(a) Any motor vehicle may be operated under the conditions specified in Section 337.02 when it is equipped with two lighted lights upon the front thereof capable of revealing persons and substantial objects seventy-five feet ahead in lieu of lights required in Section 337.13, provided that such vehicle shall not be operated at a speed in excess of twenty miles per hour.

(b) Whoever violates this section is guilty of a minor misdemeanor.
(ORC 4513.16)

337.16 NUMBER OF LIGHTS; LIMITATIONS ON FLASHING, OSCILLATING OR ROTATING LIGHTS.

(a) Whenever a motor vehicle equipped with headlights also is equipped with any auxiliary lights or spotlight or any other light on the front thereof projecting a beam of an intensity greater than 300 candle power, not more than a total of five of any such lights on the front of a vehicle shall be lighted at any one time when the vehicle is upon a highway.

(b) Any lighted light or illuminating device upon a motor vehicle, other than headlights, spotlights, signal lights or auxiliary driving lights, that projects a beam of light of an intensity greater than 300 candle power, shall be so directed that no part of the beam will strike the level of the roadway on which the vehicle stands at a distance of more than seventy-five feet from the vehicle.

- (c) (1) Flashing lights are prohibited on motor vehicles, except as a means for indicating a right or left turn, or in the presence of a vehicular traffic hazard requiring unusual care in approaching, or overtaking or passing.
- (2) The prohibition in subsection (c)(1) of this section does not apply to any of the following:
 - A. Emergency vehicles, road service vehicles servicing or towing a disabled vehicle, stationary waste collection vehicles actively collecting garbage, refuse, trash or recyclable materials on the roadside, rural mail delivery vehicles, vehicles as provided in Ohio R.C. 4513.182, highway maintenance vehicles, and similar equipment operated by state or local authorities, provided such vehicles are equipped with and display, when used on a street or highway for the special purpose necessitating such lights, a flashing, oscillating or rotating amber light;

- B. Vehicles or machinery permitted by Ohio R.C. 4513.111 to have a flashing red light;
 - C. Farm machinery and vehicles escorting farm machinery, provided such machinery and vehicles are equipped with and display, when used on a street or highway, a flashing, oscillating or rotating amber light. Farm machinery also may display the lights described in Ohio R.C. 4513.111.
 - D. A funeral hearse or funeral escort vehicle, provided that the funeral hearse or funeral escort vehicle is equipped with and displays, when used on a street or highway for the special purpose necessitating such lights, a flashing, oscillating or rotating purple or amber light;
- (3) Subsection (c)(1) of this section does not apply to animal-drawn vehicles subject to Ohio R.C. 4513.114.
- (d) (1) Except a person operating a public safety vehicle, as defined in Ohio R.C. 4511.01(E), or a school bus, no person shall operate, move, or park upon, or permit to stand within the right-of-way of any public street or highway any vehicle or equipment that is equipped with and displaying a flashing red or a flashing combination red and white light, or an oscillating or rotating red light, or a combination red and white oscillating or rotating light.
- (2) Except a public law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state, operating a public safety vehicle when on duty, no person shall operate, move, or park upon, or permit to stand within the right-of-way of any street or highway any vehicle or equipment that is equipped with, or upon which is mounted, and displaying a flashing blue or a flashing combination blue and white light, or an oscillating or rotating blue light, or a combination blue and white oscillating or rotating light.
- (e) This section does not prohibit the use of warning lights required by law or the simultaneous flashing of turn signals on disabled vehicles or on vehicles being operated in unfavorable atmospheric conditions in order to enhance their visibility. This section also does not prohibit the simultaneous flashing of turn signals or warning lights either on farm machinery or vehicles escorting farm machinery, when used on a street or highway.
- (f) Whoever violates this section is guilty of a minor misdemeanor.
(ORC 4513.17)

337.17 FOCUS AND AIM OF HEADLIGHTS.

- (a) No person shall use any lights mentioned in Section 337.02 to 337.16, inclusive, upon any motor vehicle, trailer or semitrailer unless the lights are equipped, mounted and adjusted as to focus and aim in accordance with State regulations.
- (b) The headlights on any motor vehicle shall comply with the headlamp color requirements contained in federal motor vehicle safety standard number 108, 49 C.F.R. 571.108. No person shall operate a motor vehicle in violation of this subsection.

(c) Whoever violates this section is guilty of a minor misdemeanor.
(ORC 4513.19)

337.18 MOTOR VEHICLE AND MOTORCYCLE BRAKES.

- (a) The following requirements govern as to brake equipment on vehicles:
- (1) Every motor vehicle, other than a motorcycle, when operated upon a street or highway, shall be equipped with brakes adequate to control the movement of and to stop and hold such motor vehicle, including two separate means of applying the brakes, each of which means shall be effective to apply the brakes to at least two wheels. If these two separate means of applying the brakes are connected in any way, then on such motor vehicles manufactured or assembled after January 1, 1942, they shall be so constructed that failure of any one part of the operating mechanism shall not leave the motor vehicle without brakes on at least two wheels.
 - (2) Every motorcycle, when operated upon a street or highway, shall be equipped with at least one adequate brake, which may be operated by hand or by foot.
 - (3) Every motorized bicycle shall be equipped with brakes meeting the rules adopted by the Ohio Director of Public Safety under Ohio R.C. 4511.521.
 - (4) When operated upon the streets or highways of this Municipality, the following vehicles shall be equipped with brakes adequate to control the movement of and to stop and to hold the vehicle designed to be applied by the driver of the towing motor vehicle from its cab, and also designed and connected so that, in case of a breakaway of the towed vehicle, the brakes shall be automatically applied:
 - A. Except as otherwise provided in this section, every trailer or semitrailer, except a pole trailer, with an empty weight of two thousand pounds or more, manufactured or assembled on or after January 1, 1942;
 - B. Every manufactured home or travel trailer with an empty weight of two thousand pounds or more, manufactured or assembled on or after January 1, 2001.
 - (5) Every watercraft trailer with a gross weight or manufacturer's gross vehicle weight rating of three thousand pounds or more that is manufactured or assembled on or after January 1, 2008, shall have separate brakes equipped with hydraulic surge or electrically operated brakes on two wheels.
 - (6) In any combination of motor-drawn trailers or semitrailers equipped with brakes, means shall be provided for applying the rearmost brakes in approximate synchronism with the brakes on the towing vehicle, and developing the required braking effort on the rearmost wheels at the fastest rate; or means shall be provided for applying braking effort first on the rearmost brakes; or both of the above means, capable of being used alternatively, may be employed.

549.06 UNLAWFUL TRANSACTIONS IN WEAPONS.

(a) No person shall do any of the following:

- (1) When transferring any dangerous ordnance to another, negligently fail to require the transferee to exhibit such identification, license or permit showing the transferee to be authorized to acquire dangerous ordnance pursuant to Ohio R.C. 2923.17, or negligently fail to take a complete record of the transaction and forthwith forward a copy of such record to the sheriff of the county or safety director or police chief of the municipality where the transaction takes place;
- (2) Knowingly fail to report to law enforcement authorities forthwith the loss or theft of any firearm or dangerous ordnance in the person's possession or under the person's control.

(b) Whoever violates this section is guilty of unlawful transactions in weapons. A violation of subsection (a)(1) hereof is a misdemeanor of the second degree. A violation of subsection (a)(2) hereof is a misdemeanor of the fourth degree. (ORC 2923.20)

549.07 UNDERAGE PURCHASE OF FIREARM.

(a) No person under eighteen years of age shall purchase or attempt to purchase a firearm.

(b) No person under twenty-one years of age shall purchase or attempt to purchase a handgun, provided that this subsection does not apply to the purchase or attempted purchase of a handgun by a person eighteen years of age or older and under twenty-one years of age if either of the following apply:

- (1) The person is a law enforcement officer who is properly appointed or employed as a law enforcement officer and has received firearms training approved by the Ohio Peace Officer Training Council or equivalent firearms training.
- (2) The person is an active or reserve member of the armed services of the United States or the Ohio national guard, or was honorably discharged from military service in the active or reserve armed services of the United States or the Ohio national guard, and the person has received firearms training from the armed services or the national guard or equivalent firearms training.

(c) Whoever violates subsection (a) hereof is guilty of underage purchase of a firearm, a delinquent act that would be a felony of the fourth degree if it could be committed by an adult. Whoever violates subsection (b) hereof is guilty of underage purchase of a handgun, a misdemeanor of the second degree. (ORC 2923.211)

549.08 DISCHARGING FIREARMS.

(a) No person shall discharge any air gun, rifle, shotgun, revolver, pistol or other firearm within the corporate limits of the Municipality.

(b) This section does not apply when firearms are used in self defense, in the discharge of official duty or when otherwise lawfully authorized. (A.O.)

(c) The use of firearms during any controlled hunt authorized and regulated by the Safety-Service Director pursuant to Ordinance 2016-13 shall be considered an authorized use under subsection (b) hereof. (Ord. 2016-23. Passed 12-27-16.)

(d) Whoever violates this section is guilty of a misdemeanor of the fourth degree.

549.09 THROWING OR SHOOTING MISSILES.

(a) No person shall throw, shoot or propel an arrow, missile, pellet, stone, metal or other similar substance capable of causing physical harm to persons or property, in or on any public place, in or on the property of another, or from any private property into or onto any public place or the property of another. This section does not apply to supervised archery ranges or instruction nor when otherwise lawfully authorized.

(b) Whoever violates this section is guilty of a misdemeanor of the fourth degree.

549.10 POSSESSING REPLICA FIREARM IN SCHOOL.

(a) No person shall knowingly possess an object in a school safety zone if both of the following apply:

- (1) The object is indistinguishable from a firearm, whether or not the object is capable of being fired.
- (2) The person indicates that the person possesses the object and that it is a firearm, or the person knowingly displays or brandishes the object and indicates that it is a firearm.

(b) (1) This section does not apply to any of the following:

- A. An officer, agent, or employee of this or any other state or the United States who is authorized to carry deadly weapons or dangerous ordnance and is acting within the scope of the officer's, agent's, or employee's duties;
- B. A law enforcement officer who is authorized to carry deadly weapons or dangerous ordnance;
- C. A security officer employed by a board of education or governing body of a school during the time that the security officer is on duty pursuant to that contract of employment;
- D. 1. Any person not described in subsections (b)(1)A. to (b)(1)C. of this section who has written authorization from the board of education or governing body of a school to convey deadly weapons or dangerous ordnance into a school safety zone or to possess a deadly weapon or dangerous ordnance in a school safety zone and who conveys or possesses the deadly weapon or dangerous ordnance in accordance with that authorization, provided both of the following apply:
 - a. Either the person has successfully completed the curriculum, instruction, and training established under Ohio R.C. 5502.703, or the person has received a certificate of having satisfactorily completed an approved basic peace officer training program or is a law enforcement officer;

- b. The board or governing body has notified the public, by whatever means the affected school regularly communicates with the public, that the board or governing body has authorized one or more persons to go armed within a school operated by the board or governing authority;
 - 2. A district board or school governing body that authorizes a person under subsection (b)(1)D. of this section shall require that person to submit to an annual criminal records check conducted in the same manner as Ohio R.C. 3319.39 or Ohio R.C. 3319.391.
- E. Any person who is employed in this state, who is authorized to carry deadly weapons or dangerous ordnance, and who is subject to and in compliance with the requirements of Ohio R.C. 109.801, unless the appointing authority of the person has expressly specified that the exemption provided in subsection (b)(1)E. of this section does not apply to the person.
- (2) This section does not apply to premises upon which home schooling is conducted. This section also does not apply to a school administrator, teacher or employee who possesses an object that is indistinguishable from a firearm for legitimate school purposes during the course of employment, a student who uses an object that is indistinguishable from a firearm under the direction of a school administrator, teacher or employee, or any other person who, with the express prior approval of a school administrator, possesses an object that is indistinguishable from a firearm for a legitimate purpose, including the use of the object in a ceremonial activity, a play, re-enactment or other dramatic presentation, school safety training, or a ROTC activity or another similar use of the object.
- (3) This section does not apply to a person who conveys or attempts to convey a handgun into, or possesses a handgun in, a school safety zone if, at the time of that conveyance, attempted conveyance, or possession of the handgun, all of the following apply:
 - A. The person does not enter into a school building or onto school premises and is not at a school activity.
 - B. The person has been issued a concealed handgun license that is valid at the time of the conveyance, attempted conveyance, or possession or the person is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in Ohio R.C. 2923.125(G)(1).
 - C. The person is in the school safety zone in accordance with 18 U.S.C. § 922(q)(2)(B).
 - D. The person is not knowingly in a place described in Ohio R.C. 2923.126(B)(1) or (B)(3) to (8).
- (4) This section does not apply to a person who conveys or attempts to convey a handgun into, or possesses a handgun in, a school safety zone if at the time of that conveyance, attempted conveyance, or possession of the handgun all of the following apply:

- A. The person has been issued a concealed handgun license that is valid at the time of the conveyance, attempted conveyance or possession or the person is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in Ohio R.C. 2923.125(G)(1).
- B. The person leaves the handgun in a motor vehicle.
- C. The handgun does not leave the motor vehicle.
- D. If the person exits the motor vehicle, the person locks the motor vehicle.

(c) Whoever violates this section is guilty of illegal possession of an object indistinguishable from a firearm in a school safety zone. Except as otherwise provided in this division, illegal possession of an object indistinguishable from a firearm in a school safety zone is a misdemeanor of the first degree. If the offender previously has been convicted of a violation of this section, illegal possession of an object indistinguishable from a firearm in a school safety zone is a felony to be prosecuted under appropriate state law.

- (d) (1) In addition to any other penalty imposed upon a person who is convicted of or pleads guilty to a violation of this section, and subject to subsection (d)(2) of this section, if the offender has not attained nineteen years of age, regardless of whether the offender is attending or is enrolled in a school operated by a board of education or for which the State Board of Education prescribes minimum standards under Ohio R.C. 3301.07, of the suspension. If the offender is not a resident of this State, the court shall impose a class four suspension of the nonresident operating privilege of the offender from the range specified in Ohio R.C. 4510.02(A)(4).
- (2) If the offender shows good cause why the court should not suspend one of the types of licenses, permits or privileges specified in subsection (d)(1) of this section or deny the issuance of one of the temporary instruction permits specified in subsection (d)(1) of this section, the court in its discretion may choose not to impose the suspension, revocation or denial required in subsection (d)(1) of this section, but the court, in its discretion, instead may require the offender to perform community service for a number of hours determined by the court.

(e) As used in this section, "object that is indistinguishable from a firearm" means an object made, constructed or altered so that, to a reasonable person without specialized training in firearms, the object appears to be a firearm.
(ORC 2923.122(C) - (G))

549.11 DEFACING IDENTIFICATION MARKS OF A FIREARM; POSSESSING A DEFACED FIREARM.

- (a) No person shall do either of the following:
 - (1) Change, alter, remove, or obliterate the name of the manufacturer, model, manufacturer's serial number, or other mark or identification on a firearm.
 - (2) Possess a firearm knowing or having reasonable cause to believe that the name of the manufacturer, model, manufacturer's serial number, or other mark of identification on the firearm has been changed, altered, removed, or obliterated.

- (b) (1) Whoever violates subsection (a)(1) of this section is guilty of defacing identification marks of a firearm. Except as otherwise provided in this subsection, defacing identification marks of a firearm is a misdemeanor of the first degree. If the offender previously has been convicted of or pleaded guilty to a violation of subsection (a)(1) of this section, defacing identification marks of a firearm is a felony and shall be prosecuted under appropriate State law.
- (2) Whoever violates subsection (a)(2) of this section is guilty of possessing a defaced firearm. Except as otherwise provided in this subsection, possessing a defaced firearm is a misdemeanor of the first degree. If the offender previously has been convicted of or pleaded guilty to a violation of subsection (a)(2) of this section, possessing a defaced firearm is a felony and shall be prosecuted under appropriate State law.
(ORC 2923.201)

549.12 CONCEALED HANDGUN LICENSES; POSSESSION OF REVOKED OR SUSPENDED LICENSE; ADDITIONAL RESTRICTIONS; POSTING SIGNS PROHIBITING POSSESSION.

- (a) Possession of a Revoked or Suspended Concealed Handgun License.
 - (1) No person, except in the performance of official duties, shall possess a concealed handgun license that was issued and that has been revoked or suspended.
 - (2) Whoever violates this subsection (a) is guilty of possessing a revoked or suspended concealed handgun license, a misdemeanor of the third degree.
(ORC 2923.1211(B), (C))
- (b) Additional Restrictions. Pursuant to Ohio R.C. 2923.126:
 - (1) A concealed handgun license that is issued under Ohio R.C. 2923.125 shall expire five years after the date of issuance. A licensee who has been issued a license under that section shall be granted a grace period of thirty days after the licensee's license expires during which the licensee's license remains valid. Except as provided in subsection (b)(2) and (b)(3) of this section, a licensee who has been issued a concealed handgun license under Ohio R.C. 2923.125 or 2923.1213 may carry a concealed handgun anywhere in this state if the license is valid when the licensee is in actual possession of a concealed handgun. The licensee shall give notice of any change in the licensee's residence address to the sheriff who issued the license within forty-five days after that change.
 - (2) A valid concealed handgun license does not authorize the licensee to carry a concealed handgun in any manner prohibited under Ohio R.C. 2923.12(B) or in any manner prohibited under Ohio R.C. 2923.16. A valid license does not authorize the licensee to carry a concealed handgun into any of the following places:
 - A. A police station, sheriff's office, or state highway patrol station, premises controlled by the bureau of criminal identification and investigation; a state correctional institution, jail, workhouse, or other detention facility; any area of an airport passenger terminal that is beyond a passenger or property screening checkpoint or to which access is restricted through security measures by the airport authority or a public agency; or an institution that is maintained, operated, managed, and governed pursuant to Ohio R.C. 5119.14(A) or Ohio R.C. 5123.03(A)(1);

- B. A school safety zone if the licensee's carrying the concealed handgun is in violation of Ohio R.C. 2923.122;
 - C. A courthouse or another building or structure in which a courtroom is located if the licensee's carrying the concealed handgun is in violation of Ohio R.C. 2923.123;
 - D. Any premises or open air arena for which a D permit has been issued under Ohio R.C. Chapter 4303 if the licensee's carrying the concealed handgun is in violation of Ohio R.C. 2923.121;
 - E. Any premises owned or leased by any public or private college, university, or other institution of higher education, unless the handgun is in a locked motor vehicle or the licensee is in the immediate process of placing the handgun in a locked motor vehicle or unless the licensee is carrying the concealed handgun pursuant to a written policy, rule, or other authorization that is adopted by the institution's board of trustees or other governing body and that authorizes specific individuals or classes of individuals to carry a concealed handgun on the premises;
 - F. Any church, synagogue, mosque, or other place of worship, unless the church, synagogue, mosque, or other place of worship posts or permits otherwise;
 - G. Any building that is a government facility of this state or a political subdivision of this state and that is not a building that is used primarily as a shelter, restroom, parking facility for motor vehicles, or rest facility and is not a courthouse or other building or structure in which a courtroom is located that is subject to subsection (b)(2)C. of this section, unless the governing body with authority over the building has enacted a statute, ordinance, or policy that permits a licensee to carry a concealed handgun into the building;
 - H. A place in which federal law prohibits the carrying of handguns.
- (3) A. Nothing in this subsection (b) shall negate or restrict a rule, policy, or practice of a private employer that is not a private college, university, or other institution of higher education concerning or prohibiting the presence of firearms on the private employer's premises or property, including motor vehicles owned by the private employer. Nothing in this subsection (b) shall require a private employer of that nature to adopt a rule, policy, or practice concerning or prohibiting the presence of firearms on the private employer's premises or property, including motor vehicles owned by the private employer.
- B. 1. A private employer shall be immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto the premises or property of the private employer, including motor vehicles owned by the private employer, unless the private employer acted with malicious purpose. A private employer is immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to the private employer's decision to permit a licensee to bring, or prohibit a licensee from bringing, a handgun onto the premises or property of the private employer.



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2023-12

Meeting: 04/10/23 7:30 PM
Dept: Fire, Police and Civil Defense
Mahan, Seavolt
Category: Personnel
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3775

AN ORDINANCE FIXING THE NUMBER OF HOURLY EMPLOYEES IN THE CITY OF MOUNT VERNON POLICE DEPARTMENT; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the following positions are hereby authorized in the Mount Vernon Police Department (additions are in **bold**, deletions are in ~~striketrough~~):

POLICE DEPARTMENT:

Ten Supervisors (Lieutenants and Sergeants)
Not more than **19 22** Police Officers
One Records Clerk

Use of all above mentioned said personnel is authorized as required to meet the work demands of the Police Department as appropriated.

SECTION 2: All ordinances which previously set the number of hourly employees in the Mount Vernon Police Department are hereby repealed.

SECTION 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that an emergency exists in the usual daily operation of the various departments of the municipal government, and further to allow the City to provide additional police officers to protects the City and its residents at the earliest possible date, the said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

03/27/23 City Council FIRST READING

Ordinance No. 2023-12 was given a first reading. Mahan requested a 20-minute meeting of the Fire, Police and Civil Defense Committee on the legislation for April 10, 2023.

COMMENTS - Current Meeting:

Ordinance No. 2023-12 was given a second reading.

RESULT: SECOND READING

Next: 4/24/2023 7:30 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 04/10/23 7:30 PM
Dept: Employee and Community Rel.

Francis, Hillier
Category: Personnel
Prepared By: Rob Broeren
Initiator: Todd Hill

ADOPTED

ORDINANCE 2023-13

DOC ID: 3780

**AN ORDINANCE ESTABLISHING THE POSITION OF ENGINEERING DEPARTMENT
INTERN; AND DECLARING AN EMERGENCY.**

BE IT ORDAINED by the Council of the City of Mount Vernon, Ohio:

SECTION 1: That the following seasonal positions are hereby authorized at the hourly wage listed and upon the appropriation times listed below:

	Until 8/31/23	9/1/23- 8/31/24	Starting 9/1/24
Engineering Department Intern (2 positions).....	\$11.00	\$11.50	\$12.00

The salary authorized by this Ordinance shall be payable bi-weekly.

SECTION 2: Seasonal intern workers will not be eligible for any additional benefits other than those required by law.

SECTION 3: Ordinance 2022-36 is repealed.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to allow the City to employ interns to assist the Engineering Department as soon as possible, and said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

03/27/23

City Council

FIRST READING

Ordinance No. 2023-13 was given a first reading. Francis requested a five-minute meeting of the Employee and Community Relations Committee on the legislation for April 10, 2023.

COMMENTS - Current Meeting:

Francis made a motion to suspend the rule requiring three separate readings of Ordinance No. 2023-13, with a second by Hillier. Motion to suspend passed by a roll-call vote of 7-0. Francis made a motion to adopt Ordinance No. 2023-13, with a second by Hillier. Motion to adopt passed by a roll-call vote of 7-0.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: John Francis, Second Ward
SECONDER: Mike Hillier, Fourth Ward
AYES: Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 04/10/23 7:30 PM
Dept: Employee and Community Rel.

Francis, Hillier
Category: Personnel

Prepared By: Rob Broeren
Initiator: Todd Hill

SCHEDULED

ORDINANCE 2023-14

DOC ID: 3791

**AN ORDINANCE TO CREATE THE POSITION OF LIAISON FOR THE COMMUNITY
ADVOCACY RELATIONS DIVISION OF THE MOUNT VERNON POLICE DEPARTMENT,
AND DECLARING AN EMERGENCY.**

BE IT ORDAINED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the following exempt position is hereby authorized at the salary listed and upon the appropriation times listed below:

Community Advocacy Relations Division Liaison.....\$49,920

The salary authorized by this Ordinance shall be payable bi-weekly.

SECTION 2: The salary listed is the base salary for the position. The position is eligible for annual longevity increments:

For the first five (5) years, \$400.00.

Annual Longevity Increments after five (5) years:

Year 6	Year 7	Year 8	Year 9	Year 10
\$500.00	\$550.00	\$600.00	\$650.00	\$700.00

The effective date of eligibility for an annual longevity increment shall be the anniversary date of employment in that position.

SECTION 3: Exempt employees are expected to work as necessary, including outside of normal business hours, in the completion of their duties. Exempt employees will work with their supervisor in establishing their work schedule.

SECTION 4: This position shall be entitled to the benefits outlined in Section E of the Mount Vernon Employee Handbook effective August 2021, as amended.

SECTION 5: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to provide needed resources to the Mount Vernon Police Department and satisfy grant requirements, therefore it shall become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Ordinance No. 2023-14 was given a first reading. Francis requested a 10-minute Employee & Community Relations Committee meeting on the legislation for April 24, 2023.

RESULT: FIRST READING**Next: 4/24/2023 7:30 PM**



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 04/10/23 7:30 PM
Dept: Fire, Police and Civil Defense
Mahan, Seavolt
Category: Fire
Prepared By: Rob Broeren
Initiator: Lindsay Hoar
DOC ID: 3792

ADOPTED

ORDINANCE 2023-15

AN ORDINANCE WITH REFERENCE TO THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES AND FIXING THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON, MOUNT VERNON FIREFIGHTERS AND PARAMEDICS, I.A.F.F. LOCAL 3712, WAGES TO BE EFFECTIVE THE FIRST DAY OF JULY 2022, AND FURTHER AMENDING THE TERMS OF THAT AGREEMENT BY MEMORANDUMS OF UNDERSTANDING; AND DECLARING AN EMERGENCY.

WHEREAS, the negotiation of the contract between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712, and the City of Mount Vernon, Ohio, regarding the wages, and benefits of bargaining unit employees reached an impasse; and

WHEREAS, to resolve this impasse regarding the wages, and benefits of bargaining unit employees, the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712, and the City of Mount Vernon, Ohio entered into fact-finding conducted by the State of Ohio State Employment Relations Board; and

WHEREAS, the State of Ohio State Employment Relations Board issued a report of its findings on December 21, 2022; and

WHEREAS, while the City accepted the decision, the Union did not and therefore the matter was set for binding conciliation before the State of Ohio State Employment Relations Board ; and

WHEREAS, the State of Ohio State Employment Relations Board issued its binding conciliator's award on March 29, 2023; and

WHEREAS, an agreement, incorporating the findings of the State of Ohio State Employment Relations Board, has been entered into between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712, and the City of Mount Vernon, Ohio, regarding the wages, and benefits of bargaining unit employees.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the City of Mount Vernon, Ohio, accepts the conciliator's award of the State of Ohio State Employment Relations Board dated March 29, 2023 (attached as Exhibit A) and authorizes the Safety-Service Director to execute all documents necessary to effectuate the award.

SECTION 2: That this Ordinance incorporates the attached agreement between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712 and the City of Mount Vernon, Ohio, which is effective as of July 1, 2022 (attached as Exhibit B).

SECTION 3: That the wage provision of the agreement between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712 and the City of Mount Vernon, Ohio, be effective July 1, 2022.

SECTION 4: That the Collective Bargaining Agreement between Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712 and the City of Mount Vernon, Ohio, which is effective as of July 1, 2022, is amended to include the Memorandum of Understanding regarding signing bonuses (attached as Exhibit C).

SECTION 5: That the Collective Bargaining Agreement between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712 and the City of Mount Vernon, Ohio, which is effective as of July 1, 2022, is amended to include the Memorandum of Understanding regarding an additional 1% wage increase (attached as Exhibit D).

SECTION 6: That the Collective Bargaining Agreement between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712 and the City of Mount Vernon, Ohio, which is effective as of July 1, 2022, is amended to include the Memorandum of Understanding regarding various provisions effected by the 56-hour week (attached as Exhibit E).

SECTION 7: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that an emergency exists in the usual daily operation of the various departments of the municipal government, and further to act on the conciliator's award and to insure good relations between the City and its workforce, the said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Mahan made a motion to suspend the rule requiring three separate readings of Ordinance No. 2023-15, with a second by Seavolt. Motion to suspend passed by a roll-call vote of 7-0. Mahan made a motion to adopt Ordinance No. 2023-15, with a second by Seavolt. Safety-Service Director Rick Dzik explained that the City's agreement with I.A.F.F. Local 3712 came about as a result of binding conciliation, and was equivalent to what Council approved on Sept. 22, 2022, as the conciliator found in the administration's favor. Law Director Rob Broeren noted that although the City is required to accept this agreement it would be prudent for Council to go on the record with a vote on the agreement as well. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Mahan, First Ward
SECONDER:	Janis Seavolt, At Large
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
BEFORE GREGORY J. LAVELLE, ESQ., CONCILIATOR

IN THE MATTER OF CONCILIATION BETWEEN:

IAFF LOCAL 3712	)	CASE NO. 2022-MED-05-0583
	)	
Employee Organization	)	
	)	
and	)	AWARD OF THE CONCILIATOR
	)	
CITY OF MOUNT VERNON	)	
	)	
Employer	)	

APPEARANCES:

EMPLOYEE ORGANIZATION:

Colleen Arnett, Esq.	Counsel
Jack Carter	Local President
Josh Buzzard	Negotiating Team Member
Chatfield Reddick	Negotiating Team Member
Thomas Evans	Negotiating Team Member
Eric Rutter	Negotiating Team Member

EMPLOYER:

Jonathan J. Downes, Esq.	Counsel
Denise Johnson	Human Resources Director
Richard Dzik	Safety Service Director
Chad Christopher	Fire Chief
Jerry Scott	City Auditor

March 29, 2023

BARGAINING HISTORY

International Association of Firefighters, IAFF Local 3172 (hereinafter, the IAFF) was a party to a collective bargaining agreement (Employer Exhibit 1) with the City of Mount Vernon (hereinafter, the City) effective from January 1, 2021 through June 30, 2022. The collective bargaining agreement covered individuals employed full-time in stated classifications of Fire Captain, Fire Lieutenant, Firefighter/EMT, Firefighter/Paramedic, EMS/Training Coordinator and Fire Prevention Officer:

2.1 Bargaining Unit Inclusions The City recognized the Union as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, benefits, and other terms and conditions of employment for all those employees of the City in the bargaining unit described below. Where used in this Agreement, the term “bargaining unit” shall be deemed to include those individuals regularly employed full-time in the following classifications;

1. Fire Captain
2. Fire Lieutenant
3. Firefighter/EMT
4. Firefighter/ Paramedic
5. EMS/Training Coordinator
6. Fire Prevention Officer

Management, confidential, temporary, part-time, substitute, and seasonal employees are not included in the bargaining unit;

2.3 Management, Part time, etc. Exclusions Management, confidential, temporary, part-time (less than 1249 hours per calendar year), substitute, and seasonal employees shall not be included in the bargaining unit.

The current IAFF bargaining unit consists of approximately forty-one (41) employees. The City is also a party to a collective bargaining agreement with the Fraternal Order of Police for three (3) bargaining units, effective June 26, 2022 to June 30, 2024 (hereinafter, the FOP Agreement) and a collective bargaining agreement with the Ohio Civil Service Employees Association, effective July 1, 2022 to June 30, 2024 (hereinafter, the OCSEA Agreement)

The City settled with the FOP unit, granting an increase of eleven percent (11%) over the two year period from January 1, 2022 to January 1, 2024:

ARTICLE 33 WAGES AND SHIFT DIFFERENTIAL

Section 33.1 Wage Rates

The base hourly wages of Police Department employees during the term of this Agreement are reflected in the wage scale below. Wage increases shall be 5% effective January 1, 2022; 2% effective July 1, 2022, 2% effective January 1, 2023, and 2% effective January 1, 2024. Employees who were employed by the Employer on July 6, 2022 as well as on the date of execution of this Agreement shall receive a signing bonus for the first thirteen (13) pay periods of 2022 paid in a lump sum.

The City also settled with the OCSEA unit, likewise granting an increase of eleven percent (11%) over the two year period from January 1, 2022 to January 1, 2024:

ARTICLE 32 WAGES

Wages for bargaining unit employees are outlined in Appendix A. The effective date of the wage increase for 2022 is the first pay period following contract execution with a lump sum based on the full pay periods between January 1, 2022 and the effective date of the wage increase. Effective date in proceeding years is the first full pay period in January. Wages for bargaining unit members will be adjusted to reflect the following wage agreement over the term of this contract: January 1, 2022: 5% July 1, 2022: 2% January 1, 2023: 2% January 1, 2024: 2%.

The IAFF and the City negotiated for a new collective bargaining agreement. Their efforts were not successful and the parties proceeded to Fact-Finding before Donald L. Collins (hereinafter, Collins) The parties waived the requirement for the filing of Position Statements. A Fact-Finding Hearing was conducted on December 1, 2022 in the Mount Vernon City Hall. The parties appeared in person and the Fact-Finder by Zoom.

Tentative agreements were signed off on Article 3 Union Dues, Article 14, Probationary Periods, Article 18, Hours and Overtime, Section 18.7, Article 22, Holidays, Article 23, Vacations, Section 23.8, Article 24, Personal Leave, Article 28, Personal Leave, Article 28, Injury Leave. Article 29, Lateral Transfers,

Advance Step Placement and Article 46, Part-Time Fire Fighters. Open provisions were discussed. An Understanding of Terms was created and displayed on a computer screen in the City Hall during the Fact-Finding Hearing. The Understanding of Terms was not signed off by the parties. For the most part, the Understanding of Terms were stated as concepts and not in final language form.

Collins, on December 7, 2022 delivered a draft of his Fact-Finding Report. At page 3 of the report, the recommended wage increase to be effective January 1, 2024 was stated as five percent (5%) plus a twenty-five cent (\$.25) rate increase. (See City Exhibit 11 without mark-ups) The City then sent a mark-up version to Collins which corrected several errors, among them the name of the IAFF local President and the local number. The mark up, however, did not correct the five percent (5%) increase for January 1, 2024. Collins then sent another draft (Union Exhibit 4) which corrected the suggested changes from the mark-up and continued to recommend the five percent (5%) increase for 2024. On December 20, 2022, Jantzen D. Mace (hereinafter, Mace) of the law firm for the City sent an email to City Safety Service Director, Richard Dzik (hereinafter, Dzik) indicating that there appeared to be a discrepancy in the wage increase for 2024 and asked Dzik to indicate the correct percentage: (See City Exhibit 10 at its eighth page)

Hi Rick.

One more follow-up question regarding the wage chart. In the new language from 12/1 you sent me, the wages in 2024 are calculated at 2% + \$.25, but the fact-finder's report recommends 2024 wage increases be 5% + \$.25. Which is the correct percentage for 2024 wages?

In the late afternoon of December 20, 2022, Dzik sent an email to Mace and Collins, copying Dave Montgomery (hereinafter, Montgomery), IAFF District Vice-President. Dzik asked Collins to correct the Report to indicate a two percent (2%), increase for 2024 rather than a five percent (5%) increase:

Mr. Collins,

As Mr. Mace was putting together the contract documents, he noticed an edit was missed. In the attached document (page 13) you'll see that the parties Understanding of Terms regarding Wages was 2% + \$.25/hour effective 1/1/2024.

In the last draft you attached, we're seeing 5% + \$.25/hr. effective 1/1/2024. Can you correct this before issuing the final report.

Dave,

Please chime in so that Mr. Collins knows we're in alignment.

Montgomery did not respond before Collins issued the Final Report the following day. The Final Report reflected the two percent (2%) rather than five percent (5%) increase for 2024.

The Report of the Fact-Finder was rejected by the IAFF. The matter was not resolved and proceeded to Conciliation. A Pre-Hearing Telephone Conference was scheduled for March 10, 2023. Preliminary Position Statements were filed by the parties on or about March 8, 2023 which were reviewed by the Conciliator. The Pre-Hearing Telephone Conference was conducted on March 10, 2023. A review of the Preliminary Position Statements revealed that the IAFF withdrew its proposals on Article 19, Rotation of Overtime Opportunities, Article 23, Vacation and Article 26, Sick Leave and that the IAFF had agreed to the City proposal on Article 20, Compensatory Time, Section 20.1. The parties appeared to be in agreement with respect to Article 47, Duration, leaving only Article 18, Hours of Work and Overtime and Article 33 Wages/Wage Appendix to be subject to determination in Conciliation. The parties stipulated to waive the requirement of a transcript of the Conciliation Hearing and stipulated to dispense with the administering of oaths.

The Conciliation Hearing was conducted at the Mount Vernon City Hall on March 15, 2023. Evidence and argument were presented regarding the open issues of Article 18, Hours and Overtime and Article 33 Wages/Appendix A. Clarification was requested with respect to the language proposed by the City regarding a one percent (1%) increase for all employees once the City had hired five (5) new Firefighters:

Once the City employs 5 new Firefighters, and after the new firefighters successfully complete their training periods required by the Agreement, all employees will receive a 1% wage increase in the pay scale. The increase will become effective the first full pay period after the 5th new employee completes their training period.

The City indicated that existing part-time employees hired into fifty-six (56) hour positions would be counted toward the five (5) new employees once they completed their training period.

The City also indicated that once a new employee completed his training period, he would continue to be counted toward the five (5) needed to trigger the bonus even if he were to leave employment at a later date.

Mediation was attempted by the Conciliator after the hearing of all evidence and argument. A meeting was set, but was cancelled.

Post-hearing, matters relative to entitlement of the signing bonus and retroactivity as proposed by the City were confirmed by the parties. The parties also confirmed how “new employees” were to be counted under the City proposal for triggering of the one percent (1%) wage increase. The parties further stipulated that the City be permitted to correct a typographical error in the Article 33 of its Last Best Offer.

NATURE OF THE DETERMINATIONS

The issues presented herein were reviewed in accordance with the provisions of Ohio Administrative Code § 4117-09-06, the Conciliator considering the following factors:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

DISCUSSION OF THE ISSUES

INTRODUCTION

The discussion of this matter will be in two (2) stages. The first stage will be a discussion of the relevance of the Fact-Finding Report. The second stage will be a discussion of the substantive issues of the fifty-six (56) hour work week and Wages.

DISCUSSION OF THE RELEVANCE OF THE FACT-FINDING REPORT

The City, citing conciliation reports of Harry Graham, Dennis Byrne and Margaret Nancy Johnson, argues that the Fact-Finding Recommendation in this matter should not be disturbed. Conciliation awards, as they relate to other conciliators, however, are not binding precedent. They do not constitute decisions of a superior tribunal. Conciliators, moreover, do not have to find that there was a “mistake” made in the recommendation of the fact-finder. Conciliation is not an “appeal” of a fact-finding recommendation and there is no mention of fact-finding recommendations made in the factors to be considered by conciliators under Ohio Administrative Code Section 4117-09-06.

Conciliator, Margaret Nancy Johnson indicated that deference to the fact-finder would promote “closure”. Automatically confirming fact-finder recommendations and promoting closure, however, is a reason to reject such a practice. That “closure” would be promoted by instilling into the minds of bargaining unit members and public employers the impression that their vote on the recommendation would be meaningless, an exercise in futility. Such a policy would not promote good industrial relations.

The idea that the recommendation of the fact-finder must be accepted carte blanche seems to be like the definition of insanity, doing the same thing over and over again and expecting a different

result. Fact-Finding recommendations only come before Conciliators after being found to be unacceptable. Being forced to award something known to be unacceptable makes no sense.

Conciliators are not required to automatically accept recommendations of fact-finders. Conciliator, Harry Graham, is correct, however, that recommendations of fact-finders are entitled to “great deference”. The question, therefore, is whether the fact-finding recommendation in this case should be accepted under a deferential standard.

The answer to that question is “no”. This case represents the perfect storm of confusion beginning with the fact that the prior collective bargaining agreement technically, by its express terms, never expired, being effective to June 31, 2022. The process by which the recommendation decision was reached is rather murky. It is inexplicable how matters which were acknowledged to be “unresolved” became “understandings of terms” and those “understandings of terms” became a recommendation. The Understanding of Terms was not signed off. There is no proof as to what was on the computer screen during the Fact-Finding Hearing. In fact, there was no testimony that the Fact-Finder, attending by Zoom, had access to that screen.

The process by which a five percent (5%) increase became a two percent (2%) increase is also puzzling. A mark-up the initial draft of December 7, 2022 was done by the City. Corrections were suggested with respect to some very insignificant matters. No suggested correction of the five percent (5%) increase, however, was mentioned. (Note suggested corrections at pages 1, 2 and 3 of the mark-up, City Exhibit 11) It appears that Collins was first notified of the issue late on December 20th and issued his award the next day without having received comment from the IAFF.

These facts would lead any reasonable party to feel that its position was not considered. It is vital to the collective bargaining process that the fact-finding and conciliation procedures are perceived to have been fair and professionally administered. For this reason and for the reasons set forth above, the Conciliation Award, at least under these specific facts, must be rendered based on a de novo review.

DISCUSSION OF THE ISSUE OF A FIFTY-SIX (56) HOUR WORK WEEK

Bargaining unit employees currently work a forty-eight (48) hour “work week”, twenty-four (24) hours on and forty-eight (48) hours off with a twenty-four (24) consecutive hour unpaid Kelly Day every three (3) weeks. The City proposes that future employees be hired to work a fifty-six (56) hour work week, twenty-four (24) hours on and forty-eight (48) hours off without unpaid Kelly Days. The City proposes that current employees be permitted to opt in to the fifty-six (56) hour work week on a year-by-year basis. Under the City proposal, no current employee would be required to accept a fifty-six (56) hour work schedule.

The City points out that employees converting to a fifty-six (56) hour work week would earn over ten thousand dollars (\$ 10,000.00) more in wages annually. For 2024, a five year Firefighter & Paramedic would earn over eleven thousand dollars (\$ 11,000.00) more under a fifty-six (56) hour work week, not counting the contingent percent (1%) increase or a potential eighteenth (18th) Kelly Day in a given year. ($\$ 27.26 \times 24 \times 17 = \$11,122.08$) There would also be a commensurate increase in pension contributions.

The IAFF opposes the conversion to a fifty-six (56) hour work week on three (3) grounds. The IAFF contends that having separate work schedules would create divisiveness in the ranks. The IAFF contends that the fifty-six (56) hour work week would adversely affect recruiting for an already short-handed department and the IAFF argues that safety risks are created by the increase in work hours.

There is little to support a claim that having future employees work a fifty-six (56) hour schedule would cause divisiveness. More of such an issue would seem to arise where current employees wanting to work a fifty-six (56) hour schedule to boost earnings and retirement benefits might blame the union for denying them that opportunity.

While the IAFF may not be on firm ground with the divisiveness argument, it makes a good point that there are likely some qualified potential recruits who may reject a fifty-six (56) hour schedule and

accept positions with other departments, either initially or after having received training with the City. There is a critical shortage of staff in safety forces. At the same time, the age group from which the City is hoping to recruit is more and more focused on work/life balance than pure economics. The insistence on a fifty-six (56) hour work schedule may be counterproductive in achieving adequate staffing. At this time, however, there is no hard evidence that such a problem would be created and the City appears confident that it will be able to recruit. Based on current evidence and circumstances, the argument of the IAFF relative to potential recruiting problems is not sufficient to cause rejection of the City proposal for a fifty-six (56) hour work week for future employees.

The IAFF also makes a good point about safety concerns arising from having employees work a lengthened work week. Studies are consistent that lengthening of work days and/or work weeks are linked to increased risks of strokes and heart attacks. This is true across all occupations and especially true for physically taxing occupations such as firefighter. Statistically, there is a high likelihood that there will be an increase in healthcare and/or workers compensation costs associated with the increased work schedule. Even one catastrophic event within a small department could create major financial issues, not to mention, morale issues.

The City points out that those most likely to choose to volunteer for a fifty-six (56) hour work schedule would be those approaching retirement looking to boost their pensions. Those people, however, and those who the City should least want to be working longer hours, being most likely to suffer a heart attack or stroke. In addition, a person seeking to increase retirement benefits who does succeed in doing so would be more likely to retire earlier, further exacerbating the staffing shortage.

Statistical likelihood, however, is not certainty and various studies can produce varying results. Implementing the City proposal of a fifty-six (56) hour work week does not guarantee that negative results will occur in recruiting or safety. In light of that fact and in light of the fact the parties will be in negotiations for a new collective bargaining in less than a year, the City proposal is awarded as follows:

ARTICLE 18 HOURS AND OVERTIME

18.1 Work Schedule The normal work schedule for Fire Department employees shall be twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty with one (1) twenty-four (24) consecutive hour (Kelly Day) off every three (3) weeks. The result of this work schedule is that such employees shall average a forty-eight (48) hour work week over the course of a calendar year.

This Section shall not constitute or be construed as a guarantee of hours of work per day or per week and the City reserves the right as operational needs and conditions require to establish and/or change work hours and work scheduling. Reasonable notice will be provided to bargaining unit employees affected by a work schedule change.

18.2 Overtime For Fire Department Employees working a forty-eight (48) hour week, the unit for calculating daily overtime shall be the consecutive twenty-four (24) hour period beginning with the shift starting time on any work day, and the unit for calculating weekly overtime is the period of one hundred sixty-eight (168) consecutive hours beginning with the Sunday shift starting time.

18.3 Pyramiding Prohibited There shall be no pyramiding of overtime for the same hours worked.

18.4 “Show Up Pay” Any bargaining unit employee who shows up for work at his scheduled starting time on any regularly scheduled day (unless notified beforehand) or for previously scheduled overtime shall receive a minimum of four (4) hours’ work for each incident, at the applicable hourly rate, where the City cannot provide work for the bargaining unit employee. The employee shall only be compensated for hours actually worked.

18.5 “Call-in Pay” Any bargaining unit employee who works outside his regularly scheduled straight-time hours, which hours will not abut his regularly scheduled shift hours on that day, will receive a minimum of four (4) hours’ work at the applicable hourly rate. The employee shall only be compensated for hours actually worked.

18.6 Leap Year. On February 29th, each crew shall work an eight (8) hour shift to prevent one crew from working an adverse number of holidays. Kelly days will be taken as they fall. Employees shall not be compensated for working four (4) weeks without a Kelly day (only the weeks before and after February 29th). Employees shall be compensated at the straight time rate for the eight (8) hour shift on February 29th.

18.7 EMSC and FPO Work Week. The normal work week for the Emergency Medical Services Coordinator (“EMSC”) and Fire Prevention Officer (“FPO”) shall be forty (40) hours in pay status in five (5) consecutive, eight (8) hour days, exclusive of time allotted for meals. All hours worked in excess of forty (40) hours per week or in excess of eight (8) hours per day shall be compensated at the rate of one-and-one-half (1 ½) times the straight time hourly rate.

Alternatively the hours worked may be flexed hour for hour within the pay period at the request of the employee subject to the approval of the Chief.

18.8 56-hour Transition

Beginning on the effective date of this contract any newly hired full-time employee's regular work schedule shall be twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. Any FLSA overtime will be calculated in a 28-day work period using FLSA standards for total 212 hours and credit for hours actually worked.

For Fire Department Employees working a fifty-six (56) hour week, the unit for calculating daily overtime shall be the consecutive twenty-four (24) hour period beginning with the shift starting time on any workday, and the unit for calculating work period overtime is the FLSA standard of 212 hours actually worked in a 28 day work period.

All full-time Mount Vernon Fire Department employees hired prior to the effective date of this contract shall be grandfathered in and will not be required to relinquish their Kelly Day prior to retirement or separation from the department.

Beginning December 2022, full-time Mount Vernon Fire Department employees may elect in writing by December 15 to work their Kelly Day for the following calendar year. This election will take effect on January 1st of the following year. Unless the employee informs the City in writing by November 30 of the year elected and each year thereafter, the election will be continued for the following calendar year.

The City reserves the right to limit the number of employees volunteering to work Kelly Days each calendar year based upon budget and operational constraints. Employees will be granted their request to work Kelly Days based on seniority.

DISCUSSION OF WAGES

The usual practice in making an award in conciliation would be to consider the effects of inflation on purchasing power, any changes in the job duties and work load of the members of the bargaining unit, the patterns set for other bargaining units, external comparables and the ability of the employer to pay. The process in this case is short-cut due to the fact that the proposals of the parties for the final wage rates are within pennies of each other. The salient difference is the contingent one percent (1%) increase proposed by the City based on increases in staffing of fifty-six (56) hour positions. Since the City has a sincere interest in meeting that staffing, the additional one percent (1%) should be considered in deciding whether to award the position of the IAFF or the position of the City. Since the additional one percent

(1%), if awarded before the end of this collective bargaining agreement would be the logical starting point for future increases, the City proposals on Wages and Appendix A are awarded as follows:

ARTICLE 33 WAGES

33.1 The wages of Fire Department employees are outlined in Appendix A. The wage increases during the life of this agreement shall be as follows:

On 11/27/2022 - 5% wage increase

On Contract signing - \$1850 signing bonus

On 1/1/2023 - \$.25 per hourly rate

On 1/1/2024 - 2% plus \$.25/hourly rate increase

When 5 new employees start working a 56-hour week—1% Wage increase.

The wage increase for 2022 will be effective the pay period beginning on November 23, 2022. In lieu of retroactivity employees will receive a signing bonus of \$1850.00. The contract signing bonus will be paid to those employed as of the execution of the Agreement.

Once the City employs 5 new Firefighters, and after the new firefighters successfully complete their training periods required by the Agreement, all employees will receive a 1% wage increase in the pay scale. The increase will become effective the first full pay period after the 5th new employee completes their training period.

Wage charts are included in Appendix of Agreement.

APPENDIX A Wage Table

	<u>Effective</u> <u>6/1/22</u>	<u>Effective</u> <u>11/27/22 (5%)</u>	<u>Effective</u> <u>1/1/23 (+\$.25)</u>	<u>Effective 1/1/24</u> <u>(2% +\$.25)</u>
Fire Captain	\$27.99	\$29.39	\$29.64	\$30.48
Fire Lieutenant	\$26.35	\$27.67	\$27.92	\$28.73

Firefighter & Paramedic:

Training Period	\$20.04	\$21.04	\$21.29	\$21.97
Six Months	\$20.77	\$21.81	\$22.06	\$22.75
1 Year	\$21.64	\$22.72	\$22.97	\$23.68
2 Years	\$22.44	\$23.56	\$23.81	\$24.54
3 Years	\$23.22	\$24.38	\$24.63	\$25.37
4 Years	\$24.16	\$25.37	\$25.62	\$26.38
5 Years	\$24.98	\$26.23	\$26.48	\$27.26
EMS Training Coordinator	\$31.60	\$33.18	\$33.43	\$34.34
Fire Prevention Officer	\$31.29	\$32.85	\$33.10	\$34.01

For clarity, when awarding the language of a party, the intended interpretation of that language should also be stated in the award. The following clarifications/guides to interpretation are awarded;

Signing bonus: The signing bonus will be paid to persons who are in employment status as of the date of this award, regardless of whether the employee was employed during the period from 11/27/22 through 12/31/22.

Retroactivity: Retroactive pay due to periods after 1/1/22 shall be paid regardless of the employment status of the employee or former employee as of the date of the award.

1% increase: Part-time employees converting to full time status under a fifty-six (56) hour schedule who successfully complete their training period will count toward the five (5) new employees needed to trigger the bonus.

Full- time employees converting to full time status under a fifty-six (56) hour schedule will not count toward the five (5) new employees

needed to trigger the bonus, since their conversion is not permanent under the collective bargaining agreement,

An employee counted toward the five (5) new employees needed to trigger the bonus will continue to be counted even if he ceases to be employed after successfully completing his training period.

Respectfully submitted,

s/s Gregory J. Lavelle
GREGORY J. LAVELLE
125 Emily Lane
Elyria, Ohio
44035
(440) 724-4538
lavellearb@aim.com

CERTIFICATE OF SERVICE

A true copy hereof was sent by electronic mail to the IAFF c/o Colleen M. Arnett, Esq. at arnett@livornoandarnett.com and by electronic mail to the City c/o Jonathan J. Downes, Esq. at jjd@zrlaw.com and by electronic mail to the State Employment Relations Board at med@serb.ohio.gov this 29th day of March, 2023.

/s/ Gregory J. Lavelle
GREGORY J. LAVELLE

AGREEMENT between



Mount Vernon

THE CITY OF MOUNT VERNON



and the **IAFF**

OHIO ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

**MOUNT VERNON FIREFIGHTERS AND
PARAMEDICS, LOCAL 3712**

EFFECTIVE:

July 1, 2022 to June 30, 2024

SERB CASE No. 2022-MED-05-0583

Mount Vernon – IAFF – 2022-2024 CBA – FINAL – 12.21.22

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ARTICLE 1 STATEMENT OF PURPOSE

This Agreement is entered into by the City of Mount Vernon, hereinafter referred to as the “City,” and the IAFF/Ohio Association of Professional Firefighters and the Mt. Vernon Firefighters and Paramedics Local 3712, hereinafter referred to as the “Union” or the “Exclusive Bargaining Agent.” Its purpose is to promote harmonious relations between the City and the Union, to establish wages, hours, and other terms and conditions of employment.

ARTICLE 2 UNION RECOGNITION

2.1 Bargaining Unit Inclusions The City recognized the Union as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, benefits, and other terms and conditions of employment for all those employees of the City in the bargaining unit described below. Where used in this Agreement, the term “bargaining unit” shall be deemed to include those individuals regularly employed full-time in the following classifications:

1. Fire Captain
2. Fire Lieutenant
3. Firefighter/EMT
4. Firefighter/ Paramedic
5. EMS/Training Coordinator
6. Fire Prevention Officer

2.2 Exclusions All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

2.3 Management, Part time, etc. Exclusions Management, confidential, temporary, part-time (less than 1249 hours per calendar year), substitute, and seasonal employees shall not be included in the bargaining unit.

2.4 Clarification. If a dispute occurs between the City and the Union as to the inclusion or exclusion of a classification from the bargaining unit, the parties will discuss the matter and, if they are unable to reach agreement thereon, both parties shall mutually file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of that classification. This section establishes mutual consent under O.A.C. Section 4117-5-01.

2.5 Job Classifications. The City shall establish all duties and responsibilities for each job classification covered by the bargaining unit. Listing the job classification in Section 2.1 has no effect on the City’s right to add or eliminate classifications. This article eliminates job audits under the Ohio Revised Code. If an employee’s job is changed substantially, the Union may demand to bargain over a wage adjustment. If the parties cannot agree to a wage adjustment, they shall submit one last best offer to an arbitrator selected in accordance with Article 12 of this agreement. A “substantial change in job duties” means that the core responsibilities of an existing job have changed by at least 50 percent.

ARTICLE 3 UNION DUES

3.1 Monthly dues. The Employer agrees to deduct bi-monthly dues and assessments in an amount certified to be current by the Treasurer of the Local Union from the pay of those who individually request in writing that such deductions be made. The Employer shall remit the total amount of deductions each month to the Treasurer of the Union.

ARTICLE 4 UNION REPRESENTATION

4.1 Names of Representatives The Union agrees to notify the City by letter of the names of the I.A.F.F./ O.A.P.F.F. staff representatives who normally service the Local bargaining unit.

The City agrees to permit one (1) state level union representative to visit the City's facilities and work sites during working hours upon advance notice to the City. Such visitations shall be for the purpose of participating in the adjustment of grievances and attending other meetings, as permitted herein.

4.2 List of Officers The Union Agrees to provide the City a list of local officer's names, addresses, and positions held. The Union agrees to keep this list current.

4.3 Stewards The Union will designate one (1) steward for each shift in the department. The Union will select one (1) President, one (1) Vice-President and one (1) Secretary/Treasurer. An employee does not have the right to select the steward that represents him. Employees are represented by their shift steward, the President, or the President's alternate. In the absence of the steward assigned to the represented group, as noted above, the President or his alternate will have the same privileges as the steward with the added responsibility of representing stewards.

4.4. Vice President The Vice President, firstly, and/or Secretary/Treasurer shall have the same privileges as the President and may act in his absence.

4.5 Steward Responsibilities A steward involved in representation of an employee at a grievance presentation or disciplinary conference, will be permitted to leave his work and work area to represent that member at the meeting, provided the steward has received approval from his supervisor and provided the steward notifies his supervisor of his time of departure from and upon his return to the job. Approval will not be unreasonably withheld. If approval is withheld, the timelines shall be extended until approval can be obtained. The City will provide a log record for this purpose. If the meeting is scheduled during the steward's duty hours, the steward shall not suffer any loss of pay while attending the meetings.

4.6 Investigation of Grievances The President or his alternate will be permitted forty (40) hours each annually to investigate grievances without loss of regular straight time pay or benefits. They may arrange with the Safety-Service Director for a transfer of time from one to the other. Each will note on the steward's log when he is investigating grievances.

4.7 Employee functioning as a Representative An employee shall not be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

4.8 Investigation on Non-work time The investigation and writing of grievances shall be on non-work time, except as provided in Sections 4.5 and 4.6.

4.9 Rules for Representatives Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement.

B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.

C. The union employee official (President or his alternate and/or stewards) shall cease unauthorized union activities immediately upon request of the supervisor of the area in which union activity is to be conducted or upon the request of the steward's immediate supervisor.

4.10 Meetings Meetings of the committees of the Union will be permitted on City property, provided such meetings do not interrupt or interfere with work duties.

ARTICLE 5 BULLETIN BOARD

5.1 Bulletin Board Space Employees shall be provided bulletin board space for use by the Union to enable their members to see notices posted when reporting to or leaving their work stations.

5.2 Limits on Materials The items posted shall not be political partisan or defamatory.

ARTICLE 6 LABOR MANAGEMENT MEETINGS

6.1 Meetings At least, once per quarter, at the request of either party, but no more often than once per month, the Safety-Service Director and/or his designees shall meet with not more than three (3) employee representatives and one (1) professional staff representative of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

6.2 Agenda and Purpose An agenda will be mutually agreed to at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Union shall furnish the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- (a) discuss the administration of the Agreement;
- (b) notify the Union of changes made by the City which affect bargaining unit members of the Union;
- (c) discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- (d) disseminate general information of interest to the parties;
- (e) discuss ways to increase productivity and improve efficiency;
- (f) consider and discuss health and safety matters relating to employees.

6.3 Mutual Agreement It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened within five (5) days.

6.4 Limit on Scope Labor/management meetings are not intended as negotiation sessions to alter or amend the basic Agreement.

6.5 Attendance Bargaining unit employees representing the Union, as authorized by this Agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, provided operational needs do not require the employee's presence at the worksite. The City shall not be required to pay employees for attending during their non-working hours. The City and the Union shall schedule their meetings during hours that are mutually agreed upon by the two parties.

6.6 Notice by Union As a courtesy and to facilitate the adjustment of work schedules, the Union representatives will personally notify immediate supervisors and department heads of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meetings.

ARTICLE 7 MANAGEMENT RIGHTS

7.1 Rights Reserved to the Employer Except to the extent expressly limited only by the specific articles and sections of this Agreement, the City reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage its employees and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement. The sole and exclusive rights and authority of the City include specifically, but are not limited to, the rights listed in O.R.C. Section 4117.08 (C), numbers 1-10:

- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit;
- (10) To make reasonable accommodations for employees who are considered disabled under the Americans with Disabilities Act, even if the accommodation would violate an expressed term of the Agreement.

7.2 The City does not have to bargain over its management rights or their effects.

ARTICLE 8 RESERVED

ARTICLE 9 NO STRIKE NO LOCKOUT

9.1 Interruption of Services Inasmuch as this Agreement provides machinery for orderly resolution of grievances, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Mt. Vernon. Therefore:

(a) No Strike The Union agrees that neither, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the City, or other concerted activity, by its members or other employees of the City. When the City notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such activities as previously outlined, may be disciplined up to and including discharge.

In the event any other Union or group of employees of the City engages in any kind of interruption of the City's business by way of strike or work stoppage of any kind, or other concerted activity, employees in the bargaining unit of this agreement shall make every effort to come to work or continue to work. In the event such strike or work stoppage presents an immediate and imminent threat of physical harm to a bargaining unit member, and the City does not attempt to provide the employee with reasonable protection the employee need not work but will not be paid for time lost.

(b) No Lockout The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the union, unless those members shall have violated Section (a) of this Article.

ARTICLE 10 APPLICATION AND INTERPRETATION OF WORK RULES AND DIRECTIVES

10.1 City Right to Issue Rules, Notice The parties recognize that it is the philosophy of the City that, to the extent reasonable, bargaining unit members will be put on notice, in writing and in advance of any alleged violations, of the work-related conduct expected of them by the City and their fellow workers. The parties further understand that it is in the interest of the City to protect the rights and well-being of all bargaining unit members of the City while not unduly restricting the generally accepted individual rights of any employee. The City shall promulgate written work-related rules in the department.

10.2 Copies Available to Employees The City agrees that, to the extent any work rules have been or will become reduced in writing, every bargaining unit member shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished in paper or electronic format and, when requested in writing by the Union, discussed with the President or his designee at least seven (7) calendar days prior to the effective date of such rules or amendments. Should any work rules conflict with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

10.3 Uniform Application of Rules It is the City's intention that work rules and directives are to be interpreted and applied uniformly to all bargaining unit members under similar circumstances. The City may, however, establish different work rules to meet the specific needs of a shift or classification. Of course, any member against whom such work rules and directives are enforced, may challenge the reasonableness or uniformity of their application or interpretation through the grievance procedure.

10.4 Authority to Issue Rules It is understood that the City has the statutory, authority to promulgate work related rules, to regulate the conduct of the City's business. Such matter, whenever reasonable, will be reduced to writing and made available to all members. The signature of a bargaining unit member on such written work rules, procedures, and directives shall only be viewed by the City as evidence that the member read it and not that the member necessarily agreed with it.

10.5 New Employees All new bargaining unit members shall receive a copy of all work rules and this Agreement.

ARTICLE 11 CORRECTIVE ACTION

11.1 No employee shall be reduced in pay or position, suspended, discharged, or otherwise disciplined, except for just cause.

11.2 Disciplinary action on measures shall include only the following:

- (a) Written warning
- (b) Written reprimand

- (c) Suspension with pay
- (d) Suspension without pay
- (e) Reduction in pay and/or position
- (f) Discharge

If the City has reason to discipline an employee, it shall be done in a private, businesslike manner in order to avoid embarrassing the employee before other employees or the public. The employee shall acknowledge receipt of the disciplinary action taken. An employee who is requested to meet or confer with a supervisor and who reasonably believes that disciplinary action may result from the meeting, may have the shift union steward attend with him.

Counseling, coaching, and performance improvement plans will not be considered discipline and are not grievable under the Grievance Procedure.

11.3 Pre-Disciplinary Hearing Before any suspension without pay, disciplinary reduction in pay or position, or termination can occur, the City will give the employee written notice of the charges against him or her prior to any pre-disciplinary hearing with the Safety Service Director. When the City has scheduled a pre-disciplinary hearing with the Safety Service Director, an employee may have the shift union steward and/ or a state level union representative attend with him.

11.4 Progressive Discipline

- (a) Except in extreme instances wherein the employee is found guilty of gross misconduct including conduct that is potentially criminal, dishonesty, insubordination, sexual harassment, etc., or instances where the conduct of the employee justifies more severe discipline (up to and including discharge), discipline will normally be applied in a corrective, progressive, and uniform manor in accordance with this Agreement.
- (b) Progressive discipline and the level of discipline shall take into account the nature of the violation, the impact on the Department and the City, the employee's record of discipline, and the employee's record of performance and conduct.

11.5 Prior discipline effect Records of written warnings and written reprimands shall cease to have force and effect and be removed from active personnel files twelve (12) months after their effective date, and all records of other disciplinary action shall cease to have force and effect and be removed from active personnel files eighteen (18) months after their effective date, providing there is no intervening disciplinary actions taken during that time period.

11.6 Appeal of Discipline If a bargaining unit member disagrees with disciplinary action taken, he may use the grievance procedure.

11.7 Suspension without Pay Upon the employee's request, where the employee has been suspended for up to one hundred twenty (120) hours, the City may forfeit the employee's vacation pay or personal days instead of docking his regular pay for the term of the suspension. In his request, the employee shall indicate whether vacation or personal days are proposed to be deducted. If the City decides to make such forfeiture, the suspension is final and is not subject to binding arbitration or to any other form of conflict resolution or legal challenge.

ARTICLE 12 GRIEVANCE PROCEDURES

12.1 Purpose and Intent The grievance procedure is a formal mechanism intended to assure that employees' grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard and answered and that appropriate action is taken to correct a particular situation.

12.2 Definitions

Grievance The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement during its term.

Suspension of Grievance, Election of Remedies When the alleged grievance is of a nature that qualifies for investigation or appeal under the rules of the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission, the aggrieved employee may only appeal the grievance through Step 3 of this Agreement and may not arbitrate said grievance under this Agreement, unless the employee first waives any and all recourse he has through those agencies. The City will provide a form for this purpose. If the agencies determine they have no jurisdiction over this matter, the waiver is void and the employee may seek arbitration under this Agreement within fourteen (14) days of the date of such a determination.

Day The term "days" for purposes of this grievance procedure shall mean calendar days unless specifically stated otherwise.

12.3 Grievance Procedure Rules

Proper Step All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. If the supervisor and the Department Head are one and the same, the grievance shall be submitted to the person who is lowest in the line of authority over the grievant and is not a member of the bargaining unit. Grievances involving suspension or discharge may be initiated at Step 2.

Group Grievance A grievance may be brought by a member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting members in the same manner, one member selected by each group shall process the grievance.

Response, automatic advance, waiver of time limits Any grievance not answered by management within the stipulated time limits may be advanced to the next step in the grievance procedure. All time limits on the grievances or steps in the procedure may be waived upon mutual consent of the parties.

Grievance Information All written grievances shall contain the following information:

- (a) aggrieved employee's name and signature
- (b) aggrieved employee's classification

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- (c) date grievance was first discussed
- (d) name of supervisor with whom grievance was discussed
- (e) date grievance was filed in writing
- (f) date and time grievance occurred
- (g) where grievance occurred
- (h) description of incident giving rise to the grievance
- (i) Articles and Sections of the Agreement violated
- (j) Resolution requested

References References to the Immediate Supervisor, Department Head, or Safety Service Director includes designees acting on their behalf.

Resolution of Grievance When an employee covered by this Agreement represents himself in a grievance, no settlement shall conflict with any provision of this agreement. An employee may choose one (1) other employee, who shall be the shift steward, to accompany him in Steps 1, 2, and 3 of this procedure. In addition to the shift steward at Step 3, the grievance may have a professional staff representative present.

Attendance at Meetings It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives not specifically designated be in attendance. Therefore it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend such meeting, if such additional representative(s) has input that may be beneficial in attempting to bring resolution to the grievance.

Union Responsible for Accounting of Grievances The Union shall have the responsibility for the duplication, distribution, and its own accounting for the grievance forms.

Calendar Advance for Response to Grievances When a grievant, supervisor, Department Head, or Safety Service Director is required to perform an act under this grievance procedure that falls on his scheduled day off, paid leave, or approved leave without pay, he shall have through his next working day to perform the act.

Time Limits It is agreed that the language contained in this Article, to the extent that it requires the Employer to schedule and hold a grievance hearing within a set time frame, will be satisfied by a good faith effort and that the time limits contained in this Article may be extended if either party is absent from work on the actual date.

12.4 Grievance Steps

INFORMAL STEP

Discussion with immediate supervisor and verbal answer within seven (7) calendar days of the event being grieved, or of the time the grievant should have been aware of the event. The date of

the informal response will be recorded by the immediate supervisor and a written confirmation of the date given to the grievant.

DEPARTMENT HEAD

STEP 1

If the grievance is not resolved at the informal step, then a written grievance must be filed with the Department Head within ten (10) calendar days after the immediate supervisor's response at the informal step. The Department Head must schedule a meeting to hear the grievance and provide a written answer within ten calendar (10) days after receiving the written grievance.

SAFETY-SERVICE DIRECTOR

STEP 2

Grievance filed with the Safety-Service Director must be filed within ten (10) calendar days of the employee having received the Department Head's Step 1 response. The Safety-Service Director must hold a meeting with grievant and his union representatives and provide a written response to the grievant within ten (10) days of having received the employee's grievance from Step 1.

ARBITRATION

STEP 3

Demand for arbitration submitted to the Safety-Service Director must be filed within fourteen (14) days after the Step 2 answer.

12.5 Arbitration Procedure

Request for Panel Upon receipt of a notice to arbitrate, the parties will request a panel of seven (7) potential arbitrators from the Federal Mediation and Conciliation Service. The parties will choose an arbitrator by alternately striking names from the panel until one name remains. The first party to strike a name shall be determined by the flip of a coin. This procedure shall be used each time this action is necessary. FMCS will be notified of the arbitrator, and a hearing will be held as soon as possible after the arbitrator confirms appointment. Either party may reject the list once but shall be responsible for the cost of the additional panel.

Arbitrability The first question to be placed before the arbitrator may be whether or not the alleged grievance is related to matters specifically covered by the Agreement. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merit before the same arbitrator in the same hearing. If the grievance is not arbitrable, the grievance will be considered concluded at that point, and the arbitration cost will be paid by the losing party.

Limits of Authority of Arbitrator The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and he shall be without power of authority to make any decisions:

- (a) contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement;
- (b) concerning the establishment of wage scales;
- (c) providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute; or

- (d) granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

Decision of Arbitrator The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Safety Service Director, the spokesperson, and the grievant. The decision of the arbitrator made within his jurisdiction shall be final and binding on the parties.

Costs of Arbitrator The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing room shall be borne on the losing party. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

Arbitrator Award The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the Safety Service Director of the City and to the Union within no more than thirty (30) consecutive days. Arbitration proceedings shall take place in the City of Mt. Vernon, Ohio.

ARTICLE 13 PERSONNEL FILES

13.1 Employee Access to Personnel File It is recognized by the parties that the City must prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the City. Every member shall be allowed to review his active personnel file, as well as any other City-maintained file regarding the member, in their entirety, at any reasonable time during reasonable hours upon request. If any member is involved in a grievance regarding matters in his active personnel file, or any other City-maintained file regarding the member, that may be material, the affected member's union representative shall also be granted the use of those files at reasonable times, when such access is authorized, in advance, by the bargaining unit member.

13.2 Inaccurate Information in File If a bargaining unit member, upon examining his active personnel file, or any other City-maintained file regarding the member, has reason to believe that there are inaccuracies in those documents, the member may write a memorandum to the Safety Service Director or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Safety Service Director sustains such allegation, he shall remove the inaccurate material from the appropriate file.

If the member feels that clarification of such material is necessary, the member may submit to the Safety Service Director or his representative a written, clarifying, or explanatory memorandum not to exceed one (1) page in length. Should the memorandum not contain derogatory or scurrilous matter regarding the administration or any other employee, the Safety Service Director shall immediately have such memorandum attached to the material to which it is directed and placed into the appropriate City-maintained file regarding the member.

13.3 Review of File The bargaining unit member may review any new material placed into any City-maintained file regarding the member. A bargaining member shall be granted a copy of all material placed in any City-maintained file regarding the member upon his request.

13.4 Recourse In the event the employee is not satisfied with the action taken in 13.2 or 13.3, he shall be allowed recourse through the grievance procedure.

ARTICLE 14 PROBATIONARY PERIODS

14.1 New Hire. Every newly hired full-time employee will be required to successfully complete an initial probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year. Probationary employees may be removed without cause at any time during their initial probationary period and the probationary period removal shall not be grievable under the grievance and arbitration procedure nor appealable under civil service.

14.2 Promoted Employees. All newly promoted employees shall serve a promotional probationary period of one hundred eighty (180) days. An employee in a promotional probationary status may be removed without cause, subject to the chief's approval, from his promotional position, or he may request a demotion during the probationary period. However, the City shall place the employee so removed or demoted in a position in the classification he held immediately prior to the promotion.

14.3 Reclassification Should the City reclassify an employee, he shall not be required to serve a probationary period.

14.4 Orientation Period/Minimum Staffing. Each newly-hired full-time employee will have an orientation period of twenty-seven (27) worked shifts beginning with his or her first day on active duty during which he will not be counted toward minimum staffing levels. The Chief may reduce the orientation period of a newly-hired full time employee to no less than fifteen (15) worked shifts in consultation with the Shift Captain.

Any part-time employee hired into a full-time role will receive credit toward his/her orientation period based on actual shifts (24-hours) worked. For example, a part-time employee who has worked 27 24-hour shifts, or equivalent hours, will not be required to serve an orientation period. The Chief can require part-time employees hired full-time to complete some orientation shifts, at his discretion, despite this credit.

14.5 Newly Certified Paramedics. For a period of nine (9) worked shifts beginning on the first assigned shift after an employee first obtains paramedic certification, that person will not be assigned as the only paramedic on a medic run.

ARTICLE 15 JURY AND WITNESS DUTY

15.1 Jury and Witness Duty An employee called for jury duty by a federal, state, or municipal court of Ohio, or who is subpoenaed to testify on a job-related matter by the Employer before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated at his regular rate of pay, unless he elects to keep the jury duty or witness pay, in which case he shall not receive his regular pay.

15.2 Notice to Supervisor To be eligible for jury pay or witness pay, an employee shall notify his supervisor in advance. The employee shall remit to the Employer whatever sum is paid to him on compensation for his appearance or service. The employee shall remit a certificate showing evidence that he appeared and served as mentioned above to receive pay for same.

15.3 Return to Work If the employee is released from jury duty or witness duty prior to the end of the work day, the employee shall return to work.

15.4 Employee as Party An employee shall not receive pay under this Article for a case in which he is a party, unless he is a defendant in an action that arises out of the performance of his job duties or unless he is a plaintiff pursuing a civil action against a third party for a physical injury that arose out of the performance of his job duties.

ARTICLE 16 HEALTH SAFETY

16.1 Safety Equipment Where the circumstances deem it necessary, employees shall be expected to wear all safety equipment issued by the City. Nothing in this Article is intended to require the City to purchase specific equipment, tools, safety or first aid equipment.

16.2 Safety Committee There shall be a Safety Committee made up of the Chief, Safety-Service Director, Union President, and two (2) other Union representatives, who shall meet monthly (when necessary) for reviewing current health and safety conditions concerning employees. Recommendations made by the Safety Committee are advisory only.

16.3 Time to Attend Meetings Bargaining unit representatives to the Committee shall be allowed a reasonable amount of time within their department to investigate health and safety conditions, and to attend any Committee meetings scheduled.

16.4 Safe Working Condition To the extent possible, the City agrees to furnish and to maintain in safe working condition all tools, facilities, vehicles and equipment, and all necessary supplies for same required to safely carry out the duties of each departmental position. Bargaining unit members are responsible for reporting in writing to the department head, Safety Committee, and Safety- Service Director all unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City.

16.5 First Aid Adequate first aid equipment and training will be provided by the City.

16.6 Duty to Report Any equipment, tools, and vehicles a bargaining unit member in good faith believes to be unsafe shall immediately be reported in writing to his supervisor,

department head, Safety Committee, and Safety-Service Director. An investigation by the supervisor shall be required and every effort made to correct same immediately. If the bargaining unit member is not satisfied, the Safety Committee is to be notified for their investigation and proper reports made.

16.7 Shift Manning Responsibility of Department Head It shall be the responsibility of the department head for the proper shift manning.

ARTICLE 17 WAIVER IN CASE OF EMERGENCY

17.1 Waiver Due to Emergency In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, or for reasons such as acts of God, the following conditions of this Agreement shall automatically be suspended until the end of the State of Emergency unless mutually agreed to by the City and the Union:

- (a) time limits for Management or the Union's replies on grievances;
- (b) all work rules, agreements, and/or practices relating to the scheduling and/or assignment of employees.

17.2 Termination of Emergency Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievances) have properly progressed.

ARTICLE 18 HOURS AND OVERTIME

18.1 Work Schedule The normal work schedule for Fire Department employees shall be twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty with one (1) twenty-four (24) consecutive hour (Kelly Day) off every three (3) weeks. The result of this work schedule is that such employees shall average a forty-eight (48) hour work week over the course of a calendar year.

This Section shall not constitute or be construed as a guarantee of hours of work per day or per week and the City reserves the right as operational needs and conditions require to establish and/or change work hours and work scheduling. Reasonable notice will be provided to bargaining unit employees affected by a work schedule change.

18.2 Overtime For Fire Department Employees working a forty-eight (48) hour week, the unit for calculating daily overtime shall be the consecutive twenty-four (24) hour period beginning with the shift starting time on any work day, and the unit for calculating weekly overtime is the period of one hundred sixty-eight (168) consecutive hours beginning with the Sunday shift starting time.

18.3 Pyramiding Prohibited There shall be no pyramiding of overtime for the same hours worked.

18.4 “Show Up Pay” Any bargaining unit employee who shows up for work at his scheduled starting time on any regularly scheduled day (unless notified beforehand) or for previously scheduled overtime shall receive a minimum of four (4) hours’ work for each incident, at the applicable hourly rate, where the City cannot provide work for the bargaining unit employee. The employee shall only be compensated for hours actually worked.

18.5 “Call-in Pay” Any bargaining unit employee who works outside his regularly scheduled straight-time hours, which hours will not abut his regularly scheduled shift hours on that day, will receive a minimum of four (4) hours’ work at the applicable hourly rate. The employee shall only be compensated for hours actually worked.

18.6 Leap Year. On February 29th, each crew shall work an eight (8) hour shift to prevent one crew from working an adverse number of holidays. Kelly days will be taken as they fall. Employees shall not be compensated for working four (4) weeks without a Kelly day (only the weeks before and after February 29th). Employees shall be compensated at the straight time rate for the eight (8) hour shift on February 29th.

18.7 EMSC and FPO Work Week. The normal work week for the Emergency Medical Services Coordinator (“EMSC”) and Fire Prevention Officer (“FPO”) shall be forty (40) hours in pay status, exclusive of time allotted for meals. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one-and-one-half (1 ½) times the straight time hourly rate. Alternatively the hours worked may be flexed hour for hour within the pay period at the request of the employee subject to the approval of the Chief.

18.8 56-hour Transition

Beginning on the effective date of this contract any newly hired full-time employee’s regular work schedule shall be twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. Any FLSA overtime will be calculated in a 28-day work period using FLSA standards for total 212 hours and credit for hours actually worked. For 56-hour employees, for the purposes of calculating FLSA overtime, vacation, compensatory, and personal leave approved at least 72 hours in advance will count as hours worked. Sick leave will not count as hours worked for the purposes of FLSA overtime.

For Fire Department Employees working a fifty-six (56) hour week, the unit for calculating daily overtime shall be the consecutive twenty-four (24) hour period beginning with the shift starting time on any workday, and the unit for calculating work period overtime is the FLSA standard of 212 hours actually worked in a 28 day work period.

All full-time Mount Vernon Fire Department employees hired prior to the effective date of this contract shall be grandfathered in and will not be required to relinquish their Kelly Day prior to retirement or separation from the department.

Employees who volunteer for a 56-hour schedule must opt-in for at least 6 months. The 6-month schedule will be determined by the Chief with the 6-month “break” occurring in June/July of each calendar year. The schedule will align with both the City payroll periods and OP&F reporting periods.

Additional employees may request to transition to a 56-hour workweek, at other times of the year, given special circumstances, which may be granted at the discretion of the Chief.

The City reserves the right to limit the number of employees volunteering to work Kelly Days each calendar year based upon budget and operational constraints. Employees will be granted their request to work Kelly Days based on seniority.

ARTICLE 19 ROTATION OF OVERTIME OPPORTUNITIES

19.1 No Guarantee of Overtime Overtime is not guaranteed.

19.2 Rotation of Overtime When the City assigns overtime, it will rotate overtime opportunities among qualified bargaining unit employees in the appropriate classification. The City agrees to post and maintain overtime rosters that shall be made available for inspection. Overtime rosters shall be posted on appropriate bulletin boards in the appropriate facility and will include a list of overtime hours worked and refused, with overtime offered to the bargaining unit employee within the department or unit who, on the roster, has the fewest aggregate hours worked and refused among those qualified to perform the work being assigned.

19.3 Overtime Equalization The following rules shall apply to overtime opportunity equalization:

- (a) The equalization groups shall be by job classification of qualified employees.
- (b) The Department Head may designate to the supervisor in charge of the shift the responsibility of calling the bargaining unit members based on the board computations of overtime credits. If the bargaining unit employee is unavailable to accept the call, the supervisor in charge shall credit that member with overtime refused for the assignment requested after reasonable effort to contact and may proceed through the roster. In case of equal hours credited, the most senior employee will be offered overtime first.
- (c) A bargaining unit employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of hours refused. If a bargaining unit employee is ordered to work overtime after refusing, he shall be credited with only the hours worked.
- (d) Overtime hours worked after the end of a shift for completion of an ongoing assignment emergency overtime and overtime hours resulting from off-duty court

time, shall not be recorded nor included in overtime opportunity equalization calculation.

- (e) When the City requires overtime, it shall provide employees reasonable notice before scheduling it. The City shall first request qualified volunteers. If more employees are still needed, the City shall then assign the least senior qualified employee(s) to perform the work.
- (f) In some cases, when the task to be performed requires a unique skill possessed by certain employees, the City may assign overtime without regard to volunteers or seniority.
- (g) When a bargaining unit member's name comes up on the roster while the member is on vacation, compensatory time, bereavement leave, or is at an approved school, he shall not be charged on the roster for the hours he could have worked had he been available.
- (h) Where there are errors in the distribution of overtime opportunities, as determined by agreement between the shift steward and the Department Head, the City will be given the reasonable opportunity to correct the error by granting to any employee who was missed the next opportunity for overtime within his overtime group.
- (i) Persons assigned to a forty (40) hour shift such as the EMSC and the FPO, are not eligible for shift overtime assignments and will not be included in the overtime equalization rotation.

In the event that shift personnel are going to be forced to work persons assigned to a forty (40) hour shift such as the EMS / Training Coordinator and the FPO shall be offered the opportunity to work the shift. Overtime will be paid at a 48-hour rate provided that the overtime is outside of their normal work schedule.

- (j) "Call In" Overtime for emergency purposes (e.g., active incidents such as fires, natural disasters, mass casualty incidents, etc.) will not be recorded on the equalization board if offered but not worked. If the call-in overtime is worked, it will be recorded on the overtime equalization board.

ARTICLE 20 COMPENSATORY TIME

20.1 Compensatory Time, Prior Approval for Use Fire Department employees may accumulate compensatory time off in lieu of overtime. The maximum amount of compensatory time that may be banked is two hundred eighty (280) hours. The employee may take compensatory time off only with prior approval from the Chief or his designee. Any accrued but unused compensatory time shall be paid out in the first pay period in December.

20.2 Processing Requests for Compensatory Time and Other Paid Leaves Compensatory time off will not be confirmed more than seventy-two (72) hours in advance. If the person in charge of the shift believes compensatory time might create overtime or reduce desired manning levels because of sick leave requests, vacations, personal time, or other scheduling conflicts, compensatory time off will not be granted until the supervisor is satisfied that manning levels are adequate and no overtime will occur.

20.3 Responsibility to Confirm The person requesting the compensatory time off must confirm final approval of the time off with the person in charge of the shift.

20.4 Denial of Compensatory Time When department functions have been scheduled mandatory trainings, community events, etc., or when the Fire Chief deems it necessary, compensatory time will not be approved.

ARTICLE 21 TEMPORARY ASSIGNMENT AND PAY

21.1 Vacancies. Within ninety (90) days after an original appointment has been vacated, the City shall decide to fill or to abolish the position. If the City decides to fill the original appointment, it shall initiate the selection process outlined under the Ohio Revised Code. During the ninety (90) day period, and during the selection process up to the time a new original appointment is made, the City may temporarily assign a person to perform the work in the vacated position. If a bargaining unit member is temporarily assigned to the vacated position, he shall be paid the existing rate in that classification and, in any case, no less than his regular rate of pay.

21.2 Absences in Rank Positions. There will be, at a minimum, one Captain or Lieutenant (officer) on duty at all times. If there are no officers scheduled, the overtime will be offered only to officers and according to Article 19. If no officers volunteer for the overtime than an officer will be mandated according to Article 19.

If a Captain is absent from duty, a Lieutenant will be assigned to the Captain's position and will receive Captain's pay for each hour he is assigned to that position. To fill the open Lieutenant's position, the City will assign an officer on duty to perform the Lieutenant's position; if no officer is on duty, the City will assign a firefighter on the most current officer eligibility list who is on duty in order of rank on that list; finally, if neither an officer nor a firefighter ranked on the current officer eligibility list is on duty, the City will assign the most senior firefighter on duty, provided he has at least five (5) years of experience with the MVFD to fill the open Lieutenant's position.

If there is no member(s) on duty who meet the criteria discussed above the City will assign a member to the open position by calling off-duty personnel who have the lowest accumulated hours on the equalization of overtime roster in the following order:

- (1) off-duty officers;
- (2) firefighters on the current officer eligibility list; and
- (3) firefighters with at least five years experience.

21.3 Assistance This section does not prevent the City from assigning one person from one classification in the Department to assist a person in another classification or to perform part of the work described in another classification's job description.

ARTICLE 22 HOLIDAYS

22.1 Holidays All bargaining unit employees will be eligible to observe the following holidays:

New Year's Day	First day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	Nineteenth of June
Independence Day	Fourth day of July
Labor Day	First Monday in September
Veteran's Day	Eleventh of November
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	Twenty-Fourth of December
Christmas Day	Twenty-Fifth of December

22.2 48 Hour Employees Fire Department employees working a forty-eight (48) hour week, in lieu of the above holidays, shall be entitled to one hundred seventy-three (173) hours of compensatory time as of January 1st of each contract year which shall be used in accordance with the leave requests procedures outlined in Article 20. Persons on unpaid leave, excluding those on military leave, or not on active City payroll shall have the holiday leave prorated.

In the event of separation from the City by a bargaining unit employee in the Fire Department, the foregoing hours of compensatory time shall be prorated.

Employees of the Fire Department who work a forty-eight (48) hour work week, shall receive *double time* for overtime worked on the actual holiday.

22.3 40 Hour Employees All forty (40) hour bargaining unit employees of the Fire Department shall be entitled to the holidays specified in Section 22.1. A holiday falling on a Sunday will be observed on the following Monday, and a holiday falling on a Saturday will be observed on the preceding Friday.

22.4 Observance of Holidays for 40 Hour Employees All forty (40) hour bargaining unit employees of the Fire Department shall receive compensation for working on an observed holiday (as stated in Section 22.3) and will be paid at one and one-half (1 and 1/2) times the regular rate in addition to the eight (8) hours of holiday pay. Overtime worked on an observed holiday shall be paid at one and one-half (1 and 1/2) times the regular rate of pay. Overtime worked on a holiday as stated in 22.1 (actual holiday) will be paid at the rate of two (2) times the regular rate of pay.

ARTICLE 23 VACATION

23.1 Vacation leave accrual Each full-time bargaining unit employee of the Fire Department shall earn vacation leave upon the completion of years of employment and annually thereafter as follows:

	<u>48 Hour</u>	<u>40 Hour</u>
One (1) Year	192 Hours' Vacation	88 Hours' Vacation
Six (6) Years	240 Hours' Vacation	128 Hours' Vacation
Thirteen (13) Years	288 Hours' Vacation	168 Hours' Vacation
Twenty (20) Years	336 Hours' Vacation	208 Hours' Vacation
Twenty-Five (25) Years	384 Hours' Vacation	248 Hours' Vacation
Thirty (30) Years	408 Hours' Vacation	N/A

23.2 Carryover A bargaining unit member may carry over three (3) weeks of his vacation beyond his anniversary date by notifying his department head. The department head and the Safety-Service Director must approve any additional carryover of vacation hours. If hours carried over beyond two (2) weeks are cashed out, they will be paid at the rate in effect at the time earned.

23.3 Earning of Vacation Leave Vacation time off and vacation pay is earned in the year preceding. Therefore, a bargaining unit member shall qualify immediately after each anniversary date for the vacation time corresponding with his/her years of service, and it may be taken during his/her next anniversary year. Any bargaining unit member leaving the employ of the City for any reason shall receive pay for accrued, but unused, prorated vacation time.

23.4 Transfer of Employee Between Departments If a bargaining unit member transfers to another department within the City Administration any unused vacation hours that he has accumulated shall continue to be available for his use. In the case of resignation or layoff of a bargaining unit member, the member shall be paid for any and all unused vacation hours. In the case of death of a bargaining unit member, the member's spouse or beneficiary will receive the balance of back pay and unused vacation hours accrued in accordance with this article.

23.5 Advance Request for Vacation Leave A bargaining unit member, upon request, shall receive his vacation pay on the payday prior to his taking vacation time off by requesting to the department head seven (7) calendar days prior to payday.

23.6 Annual Conversion of Vacation Leave A bargaining unit member must cash in vacation leave not carried over on his anniversary date, provided that a bargaining unit employee must take as time off one (1) week of earned, paid vacation each year. Any vacation hours sold back to the City shall be paid by separate check upon request by the employee to the department head. Such request must be made to the department head seven (7) calendar days prior to a payday.

23.7 Scheduling of Vacation Leave Each department head shall determine the manner for scheduling vacation in his department. Vacations requested with adequate notice under the department's procedure shall not be denied unless another vacation has been approved for another

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employee on the same shift within the department at the same time, subject to the exception provided in Section 23.9. Once approved, vacation is guaranteed.

23.8 Incremental Use of Vacation Leave Employees may use their vacation hours in twelve (12) hour increments.

23.9 Maximum Employees on Leave Vacation will be allowed for up to two people at a time per shift.

ARTICLE 24 PERSONAL LEAVE

24.1 Personal Leave All full-time Fire Department bargaining unit employees shall receive time off for personal business in a calendar year as follows:

- (1) 48 hour per week employees 48 hours
- (2) 40 hour per week employees 36 hours

24.2 Request for Personal Leave An employee may use personal leave upon giving reasonable notice to his department head or supervisor. The request should be in writing. Requests should, when possible, be made at a reasonable time in advance of the date or dates requested for use of personal leave, unless the use is for an emergency situation. An employee requesting leave need not state the reason for leave nor the nature of the emergency.

24.3 Use of Personal Leave Personal leave may be used for court appearance, obligations, medical appointments, weddings, religious holidays, or any other matter of a personal nature.

24.4 Limit on Personal Leave When the use of personal leave will cause overtime, the personal leave must be taken for a minimum of four (4) hours.

ARTICLE 25 UNION LEAVE

25.1 Union Conventions Up to two (2) duly elected Union delegates or alternates taking their place shall be allowed up to four (4) days total annually with pay to attend conventions or conferences of the Union. Additionally, one (1) employee who is elected to the State Executive Board of the Union may receive up to six (6) days annually with pay to attend scheduled meetings of the Union's Executive Board, provided it does not interfere with the City's operations. The Union shall give the City at least one (1) month's written notice of the employees who will be attending such functions. Two employees per year in the department may utilize the above leave at any one time, provided manning can be maintained without overtime.

ARTICLE 26 SICK LEAVE

26.1 Use of Sick Leave Employees will be entitled to sick leave for:

- (a) Illness or injury of the employee or a member of his immediate family living with the employee. (In case of a member of the immediate family not living in the same household, the Safety-Service Director may approve sick leave when he believes it is justified.)
- (b) Medical, dental, or optical examination or treatment of employee or member of his immediate family.
- (c) If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.

26.2 Immediate Family Defined Definition of immediate family for the purpose of sick leave is as follows: grandparents, grandparents-in-law, sister, sister-in-law, brother, brother-in-law, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, spouse, child, grandchild, legal guardian, or other person who stands in place of parents (loco parentis).

26.3 Sick Leave Statement Employees shall furnish a satisfactory written signed statement to justify the use of sick leave. If a 48-hour employee is absent over forty-eight (48) consecutive work hours, or a 40 hour employee is absent more than twenty-four (24) consecutive work hours, he shall provide a doctor's explanation stating the nature of his illness or his immediate family member's illness, to justify the use of sick leave. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action including, but not limited to, dismissal. This shall be uniformly administered.

26.4 Earning Sick Leave Each employee shall be entitled to five (5) hours' credit for sick leave pay for each completed eighty (80) hours pay.

26.5 Conversion at Separation An employee may elect at the time of separation (other than retirement or disciplinary discharge) from active service with the City, after ten (10) years continuous service with the City, to be paid in cash for one-half (1/2) of the value of his accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of the separation and shall be paid only once to an employee.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

The maximum payment that may be made to an employee with less than 20 years of service as an employee at the Fire Department shall be one-half (1/2) of one thousand two hundred thirty-four (1,234) hours. After twenty (20) years of service as an employee of the Fire Department the maximum shall be one half (1/2) of one thousand seven hundred and twenty-eight (1,728) hours.

26.6 Conversion at Retirement Employees who separate from active service with the City because of retirement under a State Retirement system from City employment, and who have ten (10) years or more of service with the City, may, in lieu of payment set forth in Section 26.5 elect at the time of separation to be paid in cash for three-fourths (3/4) of the value of their accrued but unused sick leave. Such payment shall be based on the bargaining member's rate of pay at the time of separation and shall be paid only once to any bargaining unit member. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time. The maximum payment that may be made under this division shall be three-fourths (3/4) of one thousand seven hundred and twenty-eight (1,728) hours.

Only an employee who is eligible for retirement with the State Public Employee Retirement System or the Firemen's Pension Fund, as applicable on the last day of service with the City, shall be eligible to be paid for accrued but unused sick leave at three-fourths (3/4) value in accordance with, and subject to, the maximums in this Section. Such payment shall be made no later than sixty (60) calendar days after the employee's effective date of retirement from City employment.

26.7 Conversion at Death in the Line of Duty. In the event of an in-the-line-of-duty death, the employee's estate will be paid one hundred percent (100%) of the accumulated, unused sick leave using the procedure and formula in section 26.6, conversion at retirement.

ARTICLE 27 BEREAVEMENT LEAVE

27.1 Bereavement Leave An employee shall be entitled to use bereavement leave following the death of a member of his immediate or extended family.

27.2 Definitions.

- (A) "Immediate Family" means father, step-father, mother, step-mother, child, spouse brother, sister, mother-in-law, father-in-law, stepchild, and other person who stands in place of parents (loco parentis).
- (B) "Extended Family" means grandparents, great-grandparents, grandparents-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, aunts, uncles, nieces, nephews, and legal guardian.

27.3 Time of Leave A full-time bargaining unit employee is entitled to bereavement leave following a death as shown in the following table:

	<u>48 Hour</u>	<u>40 Hour</u>
For Immediate Family	72 Hours	40 Hours
For Extended Family	24 Hours	24 Hours

27.4 Statement Employees shall be required to furnish a satisfactory written signed statement to justify the use of bereavement leave. Requests for bereavement leave shall be in writing. Falsification of a request shall be grounds for disciplinary action including, but not limited to, dismissal.

27.5 Excess Hours Any hours taken in addition to the above permitted hours shall be charged against compensatory time accrued, vacation, personal leave, or sick leave.

ARTICLE 28 INJURY LEAVE

28.1 Injury Leave Injury Leave Pay Status may be granted to any City employee who suffers a disabling injury while at work and performing work-related duties. Injury Leave Pay Status will begin on the first day the injury occurred and after the examining physician determines that the injury is disabling in nature. Injury Leave Pay Status will continue until the employee is released by a physician to return to work, or for up to three (3) months (90 calendar days), whichever occurs first. An extension of up to three (3) months (90 calendar days) may be granted by the City upon the request of the employee and verification by the examining physician that additional injury leave pay status is necessary.

FMLA shall be run concurrently with Injury Leave.

28.2 Qualifying for Injury Leave In order to qualify for Injury Leave Pay Status, the employee must:

- (a) Have suffered an on-duty, work-related injury.
- (b) The injury must prevent the employee from performing his/her normal duties.
- (c) Report such injury within forty-eight (48) hours of the occurrence, using the approved City Injury Report Form, to his immediate supervisor.
- (d) Not have refused any transitional work duties offered by the City under the Transitional Work Program discussed in 28.9 below.
- (e) Timely comply with all administrative requirements of the City, Workers' Compensation, or the Industrial Commission.
- (f) Reports to his/her department head on the first regular work day of each pay period and inform the department head of his/her current medical status.
- (g) Release to the City all medical records pertaining to the injury's diagnosis, treatment, and therapy.
- (h) Comply with any additional reasonable requests that the Safety Service Director deems necessary in regard to the injury.

28.3 Physical Examination Any employee who is granted Injury Leave Pay Status shall, at the request of the Safety Service Director, submit him/herself to a physical examination by a physician of the City's choice. The City shall pay for the physical examination. In the event the physician finds that such person is able to resume his/her duties, the employee may be ordered to do so.

28.4 Definition of Injury Physical injury, for purposes of this Article, shall be defined as any injury preventing the employee from performing his/her normal duties, but does not include stress.

28.5 Separate payment Injury Leave Pay Status is not to be deducted from the employee's sick leave. After six (6) months (180 calendar days) from the date that Injury Leave Pay Status began, if the employee is not able to return to work and perform duties in his/her usual capacity,

sick leave days must then be used. Injury Leave Pay Status applies to current injuries only. Employees claiming recurring injuries from prior incidents are not covered for more than remainder of the 180 calendar days initially used for the injury.

28.6 Pay During Leave Pay for Injury Leave Pay Status will be an amount equal to the difference between Workers' Compensation and an employee's gross pay for a period of not more than 180 calendar days from the date of the injury.

Inasmuch as Workers' Compensation payments are delayed, the City will continue to pay the employee on a regular schedule. When Workers' Compensation checks are received by the employee, the employee will reimburse the City for the amount of checks.

28.7 Personal Leave Any personal time accrued will be forfeited if the Injury Leave Pay Status goes beyond the contract anniversary date. There will be no personal time carried over into the next year.

28.8 Transitional Work Employees who are injured while at work and performing work-related duties and are, as a result, temporarily unable to perform their normal duties, may be offered transitional work duties under the department's Transitional Work Program. An injured employee will be evaluated by a health care professional designated by the City to determine if the employee is capable of performing transitional work duties.

- (a) Transitional Work Program duties will be determined at the sole discretion of the Chief or the Assistant Chief. Transitional Work Program duties may include adjusted work schedules.
- (b) Transitional Work Program duty assignments will not exceed ninety (90) calendar days from when the employee is able to perform the work that is offered. At the conclusion of this time period, the employee will either return to full duty or be removed from the Transitional Work Program.
- (c) An employee who does not accept a Transitional Work Program assignment will not be eligible for Injury Leave pay under this Article for any period of time during which the Transitional Work Program duties were made available. However, if an employee is still unable to assume regular duties at the end of a 90-day transitional work duty assignment, the employee will be eligible for Injury Leave Pay Status thereafter in accordance with the terms of this Article
- (d) Employees who request to return to duty from transitional work may be required as a condition of return to submit a medical release or submit to an examination to determine that they are able to perform the essential functions of their classification.

28.9 Use of Sick Leave Employees disabled shall exhaust their accumulated time off after their Injury Leave Pay Status is over. Employees disabled at that point, that are unable to resume their normal work duties, may be placed on unpaid leave for up to one (1) year from the date that Injury Leave Pay Status began. Employees unable to return to work within one (1) year may be separated and given reinstatement rights as prescribed in the Ohio Revised Code.

28.10 Disability Separation Notwithstanding the provisions of this or other Articles, if an employee, after a medical or psychiatric examination, is found to be unable to perform the material and substantial duties or essential functions of his position, then the City may disability separate the employee.

An employee who is disability separated may grieve their separation. An employee who is disability separated may, within 2 years of date of separation, be reinstated if the employee is able to establish they are able to perform the material and substantial duties or essential functions of their position.

If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers compensation benefits.

Any decision regarding disability separation may be appealed through the grievance and arbitration procedure if a bargaining unit employee believes there has been a breach, misinterpretation, or improper application of this process.

ARTICLE 29 LATERAL TRANSFERS, ADVANCE STEP PLACEMENT

29.1 Lateral Transfers / Advance Step Placement The Employer may laterally transfer certified Firefighter / Paramedics from another Ohio employer to a position as a Firefighter / Paramedic provided that the employee has a valid Firefighter and EMT-Paramedic certifications.

Lateral transfer candidates shall be exempt from competitive examination, but shall complete the following requirements prior to selection:

- A. At the time of application possess and provide for inspection, a current Ohio Firefighter II certification and Ohio EMT-Paramedic certification.
- B. Original appointments to the fire department must be 41 years of age or less at the time of employment. Applicants over 41 years old will be considered for an original appointment to the City of Mount Vernon Fire Department if they are a current certified Firefighter II / Paramedic and are currently employed full time in a fire and EMS capacity. An applicant who meets the criteria for lateral transfer shall have their years of service with the Ohio Police and Fire Pension Fund deducted from their age at the time of application with the City. If their age minus years of service is 41 years or less, they will be entitled to apply. The maximum credit of years of eligible service given to any candidate will be ten (10) years.
- C. Have prior fire department experience of no less than two (2) years of full-time service.
- D. Successfully pass a background investigation that includes, but is not limited to:

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1. Pre-employment Physical (in accordance with OP&F)
 2. Drug Screen
- E. Successfully pass or complete any other criteria established by the Safety-Service Director (in consultation with the Civil Service/Merit Administrator and the Chief of Fire).
- F. To be credited for prior service for such things as vacation accrual and advance placement on the pay scale, a laterally transferred firefighter shall be required to provide written documentation of prior service as a firefighter/paramedic.

29.2 Probationary Period All laterally transferred firefighters, once hired shall successfully complete an initial probationary period that will begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year.

Notwithstanding the lateral transfer, probationary employees may be removed without cause during their initial probationary period. Laterally transferred probationary employees may neither join the Union nor file grievances until they have satisfactorily completed their lateral transfer Probationary Period, nor shall the probationary period removal be grievable under the contractual grievance and arbitration procedure nor appealable under civil service.

29.3 Seniority Seniority shall apply to laterally transferred firefighters in the same manner as it applies to all other employees covered by this Agreement. Except however, no seniority of any kind shall include any time worked at another fire department prior to employment with the Mount Vernon Fire Department.

29.4 Layoff and Recall In the event the City implements a layoff, Departmental Seniority shall apply to lateral transfers in the same manner as all other firefighters.

29.5 Vacation Upon hire laterally hired officers shall be granted ninety-six (96) hours of vacation that can be used in their first year of employment with Mount Vernon Fire Department. At the end of their first year, they shall be granted an additional ninety-six (96) hours of vacation. At the end of their second year, they shall accrue vacation pursuant to the vacation accrual schedule in Article 23 of the CBA, while receiving credit toward their vacation accrual on a 1-year for 1-year basis, based on their placement on the wage scale per paragraph 10 below, not to exceed 5 years.

29.6 Personal Leave Personal Leave shall apply to laterally transferred firefighters.

29.7 Placement in the Wage Scale At the discretion of the City, laterally transferred firefighters may be placed in a step on the wage scale based on full time experience but shall not exceed the top firefighter wage level of 5 years. Upon their anniversary date of hire, laterally transferred firefighters shall advance to the next step.

29.8 Longevity Longevity shall apply to laterally transferred firefighters but shall be based only on completed years of service with the Mount Vernon Fire Department. Prior service at any other fire department shall not be considered when computing longevity.

29.9 Other Rights All other rights and benefits provided in the CBA shall also apply to laterally hired officers.

ARTICLE 30 TRAINING PROGRAMS

30.1 In-Service Training The City may schedule training programs. Bargaining unit members shall attend such training programs, without loss of pay. All approved expenses are paid by the City.

30.2 Out-Service Training With written approval of the department head and the Safety-Service Director, the cost involved in out-service training pursued by a bargaining unit member on a part-time basis within his or her occupational employment, including tuition, registration, laboratory fees, and any other required fees, shall be reimbursed in full for each subject to the bargaining unit member on the following conditions:

- (a) A bargaining unit member must have obtained a passing grade on each subject and present the same when requesting reimbursement.
- (b) If the part-time, out-service training is required by the City and occurs during regular work hours, a bargaining unit employee shall be granted leave without loss of pay and with reasonable travel expenses.
- (c) If the part-time, out-service training is not required but is approved by the City, a bargaining unit employee shall be granted leave without loss of pay, but will not receive travel expenses.

At the discretion of the Safety Service Director the City may elect to pay up front for out-service training on behalf of the employee. In the event that the employee fails to achieve a passing grade or complete the training they will be required to repay the City for the cost of training. Should the employee fail to repay the City in one hundred twenty (120) days, the cost of the failed training will be deducted from their pay.

30.3 Out-Service Defined The term out-service as used in this Section means training programs not directly related to the bargaining unit member's specific job responsibilities, but where there would be mutual benefit to the City and the bargaining unit member in the performance of his job responsibilities. This does not include courses eligible for reimbursement under the Tuition Reimbursement Policy.

30.4 Time in Training Weeks. When an employee is placed on a modified 40 hour work schedule because of schooling, the employee will work his regular scheduled shift after completion of his course. If this results in the employee returning to work on a Friday, Saturday, or Sunday

and the employee actually works over 48 hours in that work week, the hours in excess in that work week shall be paid at overtime for worked over 48 hours.

ARTICLE 31 HOSPITALIZATION AND MEDICAL INSURANCE

31.1 Providing Insurance Major medical insurance, dental insurance, and a prescription drug card will be provided to bargaining unit members as follows:

- (a) Major medical insurance and a prescription drug card will include \$1000 single and \$2000 family deductible plan and a drug card plan.
- (b) Dental insurance will be provided through the City's self-insured plan. Dental coverage is being provided at the same level of benefits as was provided through the 2015-2017 contract.

The Employer shall offer group medical, dental, and prescription drug insurance coverage. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the City, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the City, Union, or employees, cease coverage.

The Union will be provided notice at least 30 days prior to implementation of proposed changes or revisions to the insurance coverage. The City agrees to meet with the Union and its representatives to discuss the proposed changes and revisions and to receive any recommendations or alternatives the Union may present.

It is further agreed and understood that the Employer may modify the terms of the insurance coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider.

31.2 Health Reimbursement Account (HRA) The City will provide an HRA for bargaining unit members in the amount of nine hundred dollars (\$900.00) for single coverage and eighteen hundred dollars (\$1800.00) for family coverage. Members with single coverage must pay the first one hundred dollars (\$100.00) of the single-plan deductible, after which the City pays the remainder under the HRA. Members with family coverage must pay the first two hundred dollars (\$200.00) of the family-plan deductible, after which the City pays the remainder under the HRA.

31.3 Premium Contributions The monthly premiums for major medical insurance, dental insurance, and the prescription drug card shall be split between the City and bargaining unit members as follows: The City shall pay 85% of the cost of monthly premiums and the member

shall pay 15%. These percentages are subject to adjustment under the provisions of the Wellness Program in Article 31.4.

31.4 Wellness Program Members and their spouses who receive their major medical insurance, dental insurance, and a prescription drug card through the City shall be subject to the wellness program and set forth in this Article 31.4. The Union and the City agree that wellness programs are regulated by federal and/or state law and that the wellness program may be subject to changes imposed by federal and/or state law during the life of this agreement. In the event federal or state law governing wellness programs is amended, and as a result any provisions in this Article 31.4 are inconsistent with the amended law, then the inconsistent provisions in this Article 31.4 will change to comply with the amended law.

- (a) **General Description of the Wellness Program.** The wellness program consists of an annual health screening. The health screening will measure the following health indicators:
- (i) tobacco use (nicotine or tobacco products);
 - (ii) (ii) blood pressure;
 - (iii) (iii) LDL cholesterol; and
 - (iv) (iv) hemoglobin A1c.

A physical examination by a doctor may be used in lieu of the health screening so long as it tests the four health indicators listed in this section. Other details on the wellness program may be obtained from the City upon request to the Safety Service Director.

- (b) **Effect on Members' Premium Contributions.** Participation or non-participation in the wellness program shall affect a member's monthly premium contributions for major medical insurance, dental insurance, and prescription drug card as follows:

Each Contract Year: The member and his or her covered spouse must complete the annual health screening and premiums shall be affected as follows.

- (a) If either the member or the covered spouse fails to complete the annual health screening by the contract year, then the member's premium contribution shall be increased to 25% effective the following January 1st.
- (b) If the member and the covered spouse complete the health screening then the member's premium contribution shall be adjusted as follows, effective the following January 1st,
First, apply 15% contribution rate to the applicable premium (single coverage or family coverage), then deduct the respective rewards credit as shown in the Wellness Program Rewards Credit table from the 15% contribution rate.

Wellness Program Rewards Credit

	<u>Single</u>	<u>Family</u>
Non nicotine user - pass all 3 tests.....	\$25.00	\$60.00

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Non nicotine user - pass 2 tests.....	\$15.00	\$50.00
Non nicotine user - pass 1 test	\$10.00	\$40.00
Nicotine user - pass all 3 tests.....	\$10.00	\$20.00
Nicotine user - pass 2 tests.....	\$7.00	\$15.00
Nicotine user - pass 1 test	\$5.00	\$10.00

Tests in this section shall include blood pressure, cholesterol (LDL) and glucose A1c.

31.5 Copy of Plan Documents The City will provide the Union President with a copy of the plan documents for the major medical, dental, and prescription drug card coverages.

31.6 Single Family Coverage Only one family medical plan shall be provided to employees whose spouses also work for the City.

31.7 Life Insurance After an employee works 180 days, he will be provided a fully paid \$15,000 group life insurance policy.

31.8 Liability All employees shall be covered by liability insurance in amounts determined by the City. The City shall pay the liability insurance premiums.

31.9 Insurance Carrier The Union has the right to provide input into the selection of the insurance carrier. The City makes the final selection of the insurance carrier.

ARTICLE 32 UNIFORMS

32.1 Standard Uniform The department head shall prescribe the standard uniform for fire department personnel.

32.2 Fire Department. Each uniformed member of the Fire Department shall be entitled to an allowance for uniforms as required, up to and not to exceed;

\$700.00..... for initial purchase

\$425.00..... for each calendar year thereafter

Class 'A' Uniform The City will cover the expenses on a one-time basis and any other changes or modifications made to the uniform.

32.3 Class A Uniforms Fire Department Class A and Class B uniforms will be cleaned and maintained at the City's expense. In the event that a Class C uniform becomes contaminated the Class C uniform may be cleaned at the City's expense.

32.4 Personal Property The City shall reimburse an employee for personal property reasonably and necessarily worn or carried when such property is damaged or destroyed as a direct

result of the employee's performance of his official duties. Such reimbursement shall not exceed one hundred and fifty dollars (\$150.00) per occurrence, except in the case of eyeglasses, for which the maximum reimbursement will three-hundred-dollars (\$300.00) per occurrence and shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the damage or destruction.

ARTICLE 33 WAGES

33.1 The wages of Fire Department employees are outlined in Appendix A. The wage increases during the life of this agreement shall be as follows:

Effective 11/27/2022 5%

Effective first full pay period after 1/1/2023 \$.25 per hour rate increase

Effective first full pay period after 1/1/2024 2% plus \$.25 per hour rate increase

Additionally, once the City employs five (5) new firefighters and such firefighters have successfully completed their training periods and are working fifty six (56) hour weeks, all employees will receive a one percent (1%) wage increase in the pay scale. Such increase will become effective the first full pay period after the fifth new firefighter completes their training period.

Members of the bargaining unit shall receive a signing bonus of \$1,850.00 which shall be paid following execution of this Agreement.

ARTICLE 34 DUAL CERTIFICATION

34.1 Pay Supplements All full-time bargaining unit employees of the Fire Department who are Firefighter/Paramedic (individuals who are dual certified and are working for the department as a Firefighter/Paramedic) shall receive a pay supplement for the dual certification as follows:

- (1) 48 hour per week employees \$0.71 per hour
- (2) 40 hour per week employees \$0.85 per hour

This is a pay supplement and is not a part of the base pay.

ARTICLE 35 LONGEVITY

35.1 Longevity Supplement Each employee will receive a longevity supplement to the hourly pay rate of five (\$.05) cents per hour, per year of service with the City of Mount Vernon, to be paid beginning with the completion of the fifth (5th) year of employment. (Example: Beginning the sixth (6th) year of service, a member would receive twenty-five cents

(\$.25) per hour, and at the completion of each successive year, the member would receive an additional five cents (\$.05)).

35.2 Longevity Not Used for Calculations of Wage Increases The longevity wage supplement will be deducted from the base hourly rate for purposes of applying the annual percentage wage increases called for under this contract and added back to the base hourly rate after the percentage increases are applied.

ARTICLE 36 MANDATORY RETIREMENT

All employees in the Fire Department may be retired upon attaining age seventy (70), provided that such mandatory retirement does not violate 29 U.S.C. Section 621 or Title 41 of the Ohio Revised Code.

ARTICLE 37 OP&F CONTRIBUTIONS

Upon approval from the Funds, the City will subtract the employee's contribution from their gross pay before taxes are deducted.

ARTICLE 38 SUBCONTRACTING

38.1 Ability to Subcontract The City agrees that for the duration of this Agreement, there shall be no subcontracting of any work normally performed by the City's bargaining unit members unless:

- (a) All bargaining unit members in affected classifications are recalled if any were laid off;
- (b) All bargaining unit members in affected classifications are working eight (8) hour work days and five (5) day work weeks, or in the case of forty-eight (48) hour employees, those bargaining unit members are working twenty-four (24) hour work days and forty-eight (48) hour work weeks;
- (c) The City has given two (2) weeks' prior notice to the Union of its intent to subcontract or its intent to ask for legislation to subcontract any services and has allowed the Union to be heard at a public meeting of the City Council of Mt. Vernon, Ohio, on such matters before a decision was made;
- (d) There is an unforeseeable emergency or catastrophic situation that would deem such action; however, this subcontracting shall not continue for more than thirty (30) days.

38.2 Abolishment of Positions/Layoff This Article is not intended to limit in any way the right of the City to abolish positions and/or lay off employees under the layoff provisions of this Agreement.

ARTICLE 39 FAMILY AND MEDICAL LEAVE

The City shall offer employees all applicable leaves as set forth in the Family and Medical Leave Act of 1993. Any paid or unpaid leaves provided by this Agreement which are used for purposes that could have been taken under the FMLA shall be credited against the employee's time available under the FMLA. This Article establishes notice that any paid or unpaid time taken under this Agreement will be credited against time available under the FMLA. Any alleged violation of the FMLA shall be resolved through the grievance/arbitration procedure.

ARTICLE 40 RESERVED**ARTICLE 41 LEAVE OF ABSENCE**

41.1 Leave of Absence The Safety-Service Director may, at his discretion, grant an unpaid leave of absence for up to six (6) months.

41.2 Return from Leave of Absence An employee who fails to return to duty within two (2) working days of a completion or a valid cancellation of such leave may be terminated.

ARTICLE 42 EVALUATIONS

Evaluations are a management right. Evaluation forms shall be standardized for all employees. Evaluations shall not be arbitrary. Evaluations shall outline suggestions for improvement.

ARTICLE 43 STAND-BY PAY

43.1 Definitions. "Stand-by" occurs when an employee is specifically told to remain at home and is restricted in his life activity for the purpose of having to report to duty immediately upon being called.

43.2 COMPENSATION. Employees on stand-by shall be paid twenty-five percent (25%) of their regular rate of pay, but no less than minimum wage, while on stand-by.

Overtime pay on stand-by shall be paid as a regular "blended" rate that is equal to the average of the firefighter's base rate and the twenty-five percent (25%) stand-by rate.

- Example:
1. Firefighter's regular base rate = \$20.00/hour
 2. Firefighter's stand-by 25% rate = \$5.00/hour
 3. Regular blended rate for stand-by overtime
= $\$20.00 + \$5.00 / 2 = \$12.50/\text{hour}$ blended rate

ARTICLE 44 TUITION REIMBURSEMENT

44.1 Tuition Reimbursement Each member shall be eligible for reimbursement of tuition, course fees, books, and lab fees for courses of instruction taken towards an Associate's or Bachelor's degree at an accredited college or university in subjects: (1) that are directly related to the member's specific job responsibilities; or (2) that would be of mutual benefit to the City and the member in the performance of his or her job responsibilities. The rate of reimbursement shall be subject to a maximum limit of \$2,000 per member per calendar year. In order to be eligible for reimbursement, an employee must pass under a pass/fail system or receive a grade of "C" or better under an A – F system.

44.2 Scheduling Courses All courses should be taken outside of scheduled working hours. If necessary, however, members may attend classes during normally scheduled work hours without loss of pay, up to a maximum of six hours per day, but those hours will not count toward overtime. All scheduled hours of courses of instruction must be filed with the Fire Chief or designee and with the Department of Finance. All scheduled times of courses must be approved by the Safety-Service Director or designee. Any situation which, in the discretion of the Safety-Service Director, would require a member's presence on the job, shall take complete and final precedence over any times scheduled for courses. Written approval must be obtained from the department head and the Safety-Service Director.

44.3 Financial Assistance Employees must file for any available financial assistance for which they may be eligible from any governmental or private agency. If a member's tuition is fully covered by another governmental or private agency, the member is not entitled to any payment from the City. If outside financial assistance is received, but the full tuition is not covered, the outside financial assistance will be applied first, and the City will reimburse up to \$2,000 for the remaining portion.

44.4 Limits on Payments No reimbursement will be granted for paper supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition, course fees, lab fees and books.

44.5 Reimbursement Should a member resign from the Fire Department within twenty-four (24) months of taking any course reimbursed under this Article, the member shall reimburse the City all monies expended by the City related to such course, except that a member who resigns to begin receipt of disability retirement benefits shall not be subject to this penalty, nor shall this penalty be applied when it is waived by the City. Any such waiver must be in writing and signed by the Mayor. The City may deduct the amount to be reimbursed from the employee's final pay.

ARTICLE 45 LAYOFF PROCEDURE

Members will be laid off in the classification that is being eliminated or reduced in order of Departmental seniority, from least senior to most senior.

For purposes of layoff, Firefighter/Paramedic and Firefighter/EMT shall be considered a single classification.

ARTICLE 46 PART-TIME FIREFIGHTERS

46.1 **Use of Part-Time Fighters** Part-time firefighters are not members of the bargaining unit and are not covered by the terms of this Agreement. The City recognizes that on the points covered in this Article, the use of part-time firefighters can have an effect on the terms and conditions of employment of bargaining unit employees. Therefore, the following conditions will apply concerning the use of part-time firefighters.

- A. All paid part-time firefighters must be Firefighter I & II and EMT trained and certified at the time they begin work in the department.
- B. The ratio of part-time to full-time firefighters on daily staffing will not exceed 1:3.
- C. Part-time firefighters will not be assigned to ride in charge of fire apparatus.
- D. Part-time firefighters will not be counted towards minimum staffing requirements, although a part-time firefighter on duty will count as personnel on station for purposes of emergency overtime call-in procedures.
- E. Overtime for part-time firefighters will occur only in situations when on-going emergency operations are not completed at the end of that person's scheduled shift.
- F. All new part-time employees must work 240 hours before they count for staffing. The Chief may reduce the orientation period of a newly-hired part-time employee to no less than 120 hours in consultation with the officers.

ARTICLE 47 DURATION OF AGREEMENT

47.1 **Duration** This Agreement shall be effective as of July 1, 2022, and shall continue in full force and effect through midnight, June 30, 2024. Notice for negotiations of a successor agreement shall be pursuant to the procedures outlined in this Agreement and Chapter 4117 of the Ohio Revised Code.

47.2 **Successor Negotiations** If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

47.3 **Exclusive Document** The wages, hours, terms and conditions of employment in this Agreement are neither modified not appended or included by other related specifications under state and local laws which have not been addressed in this Agreement.

47.4 **Complete Agreement** This Agreement contains the full and complete agreement between the City and the Union, eliminating all prior and contemporaneous written or oral past practices, and neither party shall be required during its term to negotiate over any issue, except as

provided in 44.5.

Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

47.5 Invalidity In the event any Article, Section or appendix is declared illegal, this contract shall be reopened on such Article, Section or appendix. The City and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternate provision. However, such negotiations shall not affect the enforcement or validity of any other provision of the contract.

APPENDIX A

Wage Table

	5% Effective 11/27/22	+\$.25 Effective 1/1/23	2% + \$.25 Effective 1/1/24
Fire Captain	\$29.39	\$29.64	\$30.48
Fire Lieutenant	\$27.67	\$27.92	\$28.73
Firefighter & Paramedic:			
Training Period	\$21.04	\$21.29	\$21.97
Six Months	\$21.81	\$22.06	\$22.75
1 Year	\$22.72	\$22.97	\$23.68
2 Years	\$23.56	\$23.81	\$24.54
3 Years	\$24.38	\$24.63	\$25.37
4 Years	\$25.37	\$25.62	\$26.38
5 Years	\$26.23	\$26.48	\$27.26
EMS Training Coordinator	\$33.18	\$33.43	\$34.34
Fire Prevention Officer	\$32.85	\$33.10	\$34.01

Mount Vernon – IAFF – 2022-2024 CBA – FINAL – 12.21.22

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed and signed by their duly authorized representatives this ____ day of _____, 2022.

FOR THE CITY OF MOUNT VERNON	Signatures
Matthew Starr Mayor	
Richard S. Dzik Safety Service Director	
Terry Scott Auditor	
<u>Approved as to Form:</u> P. Robert Broeren Law Director	

FOR THE IAFF	Signatures
Jack Carter Union President	
Eric Rutter Committee Member	
Josh Buzzard Committee Member	
Tom Evans Committee Member	

ADOPTED BY CITY COUNCIL ORDINANCE NO.

Attachment: Ex B - Mount Vernon - IAFF - 2022-2024 CBA - FINAL - 12.21.22 (2023-15 : IAFF Conciliation 2022-2024)

Mount Vernon – IAFF – Signing Bonus MOU – 12.21.22

Memorandum of Understanding

This Memorandum of Understanding is made by and between The City of Mount Vernon, Ohio and IAFF Local 3712 (hereinafter referred to as “the Parties”).

The Parties agree that all current full-time employees of the bargaining unit employed as of the ratification of the Parties’ 2022-2024 collective bargaining agreement (“CBA”) will receive a one-time signing bonus of one thousand eight hundred fifty dollars (\$1,850.00) to be paid following ratification and execution of the 2022-2024 CBA.

Those signing below are understood to have the authority to execute this MOU on behalf of their organization.

FOR THE UNION:

FOR THE EMPLOYER:

Date Agreed: _____

Attachment: Ex C - Mount Vernon - IAFF - Signing Bonus MOU - 12.21.22 (2023-15 : IAFF Conciliation 2022-2024)

Mount Vernon – IAFF – 1% Wage Increase MOU– 12.21.22**Memorandum of Understanding**

This Memorandum of Understanding is made by and between The City of Mount Vernon, Ohio and IAFF Local 3712 (hereinafter referred to as “the Parties”).

The Parties agree to the following: when the City has five (5) new employees working the 56-hour workweek, and counting for staffing, all bargaining unit employees will receive an additional 1% wage increase. This wage increase will become effective the first full pay period following the end of the fifth employee’s initial training period.

The provisions of this MOU shall expire on June 30, 2024 along with the 2022-2024 collective bargaining agreement between the Parties. This MOU is non-precedent setting and as such may not be used by either party in any future proceeding, negotiations, or any impasse proceeding unrelated to the enforcement of this MOU.

Those signing below are understood to have the authority to execute this MOU on behalf of their organization.

FOR THE UNION:

FOR THE EMPLOYER:

Date Agreed: _____

Attachment: Ex D - Mount Vernon - IAFF - 1% Increase - 12.21.22 (2023-15 : IAFF Conciliation 2022-2024)

Mount Vernon – IAFF – 56-hour MOU – 4.2.23

Memorandum of Understanding

This Memorandum of Understanding is made by and between The City of Mount Vernon, Ohio and IAFF Local 3712 (hereinafter referred to as “the Parties”).

The Parties agree that during contract negotiations a number of discussions surrounding 56-hour employees were not captured in the final contract and conciliators award. For that reason, the Parties agree to the following provisions:

1. 18.1 Work Schedule – For 56-hour employees the normal work schedule shall be twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off.
2. 18.2 Overtime – For 56-hour employees any FLSA overtime will be calculated in a 28-day work period using FLSA standards for total 212 hours and credit for hours actually worked. For 56-hour employees, for the purposes of calculating FLSA overtime, vacation, compensatory, and personal leave approved at least 72 hours in advance will count as hours worked. Sick leave will not count as hours worked for the purposes of FLSA overtime.
3. 18.8 56-hour Transition – In 2023, and only in 2023, beginning May 2023, full-time Mount Vernon Fire Department employees may elect in writing by May 15 to work their Kelly Day for the remainder of the calendar year. This election will take effect on June 1, 2023. Unless the employee informs the City in writing by November 30, 2023, the election will be continued for the following calendar year. 56-hour “opt-in” for current bargaining unit members will proceed as outlined in the collective bargaining agreement (CBA) for ~~successive calendar~~proceeding years.
4. Article 22 Holidays – 56-hour employees will receive the same amount of holiday compensatory time as 48-hour employees.
5. Article ~~24-23~~ Vacation Leave – 56-hour employees will receive the same amount of vacation leave as 48-hour employees.
6. Article 24 Personal Leave – 56-hour employees will receive the same amount of personal leave as 48-hour employees.
7. Article 26 Sick Leave – For the purposes of this article 56-hour employees will be treated identical to 48-hour employees.
8. Article 27 Bereavement Leave – For the purposes of this article 56-hour employees will be treated identical to 48-hour employees.
9. Article 33 Wages / Appendix A – The hourly wages for 56-hour employees will be identical to the hourly wages for 48-hour employees.

Commented [JJD1]: This is 5 hours sick leave hours pay. This is an issue to address next contract. Begin to consider a short term disability policy for reductions in the accumulation of paid sick time

Mount Vernon – IAFF – 56-hour MOU – 4.2.23

10. Article 34 Dual Certification – 56-hour employees who are dual certified will receive the same supplement of \$.71 per hour as 48-hour employees.

This MOU will expire at the same time as the current CBA on June 30, 2024. Those signing below are understood to have the authority to execute this MOU on behalf of their organization.

FOR THE UNION:

FOR THE EMPLOYER:

Date Agreed: _____

Attachment: Ex E - Mount Vernon - IAFF - 56-hour MOU - 4.2.23 (2023-15 : IAFF Conciliation 2022-2024)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 04/10/23 7:30 PM
Dept: Finance and Budget
Seavolt, Mahan
Category: Finance
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3793

ADOPTED

ORDINANCE 2023-16

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ACCEPT THE MATERIAL TERMS OF THE NATIONAL OPIOID SETTLEMENT WITH TEVA, ALLERGAN, CVS, WALGREENS AND WALMART; AND DECLARING AN EMERGENCY.

WHEREAS the City of Mount Vernon, Ohio (hereinafter referred to as “the City”) is a municipal entity formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain Opioid manufacturers and retailers; and

WHEREAS the City has the opportunity to settle with Teva and Allergan (opioid manufacturers) and CVS, Walgreens and Walmart (opioid retailers), which is summarized in the attached Exhibit A; and

WHEREAS, Council desires to accept and agree to settlement.

NOW, THEREFORE, Be it Ordained by the Council of the City Of Mount Vernon, Knox County, State of Ohio, that:

Section 1. The Safety-Service Director is hereby authorized to accept and agree to the material terms of the Proposed Settlement, as summarized in Exhibit A.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including its Codified Ordinances and Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City and for the further reason that the Participation Form must be signed by April 18, 2023 to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio, and said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Seavolt made a motion to suspend the rule requiring three separate readings of Ordinance No. 2023-16, with a second by Mahan. Motion to suspend passed by a roll-call vote of 7-0. Seavolt made a motion to adopt Ordinance No. 2023-16, with a second by Mahan. Law Director Rob Broeren detailed the terms of the national opioid settlement with several companies. Motion to adopt passed by a roll-call vote of 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	James Mahan, First Ward
AYES:	Francis, Hillier, Seavolt, Woods, Keener, Severns, Mahan

National Opioid Settlements: Teva, Allergan, CVS, Walgreens, and Walmart

Mount Vernon city, OH

Reference Number: CL-389274

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against two pharmaceutical manufacturers, Teva and Allergan (“Manufacturers”), and three pharmacies, CVS, Walgreens, and Walmart (“Pharmacies”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers and Pharmacies to pay billions of dollars to abate the opioid epidemic. The Settlements total over \$20 billion. Of this amount, approximately \$17 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or an agreed upon cash equivalent over 13 years;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

As provided under the Agreements, these figures are net of amounts attributable to prior settlements between the Defendants and certain states/subdivisions, and include amounts for attorneys’ fees and costs.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or dispensing practices.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the 2021 national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements with the Manufacturers and/or the Pharmacies, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **April 18, 2023** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **April 18, 2023**.