

Legislative Session Minutes

September 8, 2025

COMMITTEE MEETINGS

Mount Vernon City Council
Committee Meeting Schedule
September 8, 2025

6:50 -6:58 p.m.	OPWC Application for Crystal Ave Water Main Extension	Utilities
6:58 -7:15 p.m.	Bid/Contract for Demolition Related to SR 13 Relocation	Streets & Public Buildings

MEETING WILL RECESS UNTIL 7:30 P.M.

CALL TO ORDER

Attendee	Title	Status
Janis Seavolt	At Large	Present
Amber Keener	At Large	Present
Mel Severns	Councilman	Present
James Mahan	First Ward	Present
John Ruckman	Second Ward	Present
LeNan Hager		Present
Bruce Hawkins	President	Present
Tammy Woods	Third Ward	Excused

Hager made a motion to excuse Woods, Keener seconded. Woods excused by unanimous voice vote.

INVOCATION

Invocation delivered by Rev. Austin Beckett, Mount Vernon Revive Church

PLEDGE OF ALLEGIANCE

All recited in unison.

ACCEPTANCE OF MINUTES

- City Council - Legislative Session - Aug 25, 2025 7:30 PM

Seavolt made a motion to accept the minutes from Aug. 25, 2025. Hager seconded. Minutes accepted by unanimous voice vote.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	LeNan Hager
AYES:	Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED:	Woods

RECEIVE PETITIONS AND COMMUNICATIONS

RECEIVE COMMITTEE REPORTS

LIQUOR CONTROL LICENSE

PROCLAMATION

PERSONS SPEAKING ON MATTERS OF CITY CONCERN

Mallory Dubois spoke before council concerning traffic patterns on Belmont Ave. She voiced concern over the speed of vehicles on that road, noting the danger speeding poses to resident and children. She requested measures to address the issue, one of which could be speed bumps on the road.

RESOLUTIONS FOR THIRD READING

RESOLUTIONS FOR SECOND READING

RESOLUTION NO. 2025-80

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE DEMOLITION OF BUILDINGS RELATED TO THE RELOCATION OF STATE ROUTE 13 RELOCATION TO SOUTH SANDUSKY STREET PROJECT; AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Severns, Ruckman

Severns made a motion to suspend the rules and take Resolution 2025-80 to its third reading. Ruckman seconded. Rules suspended by unanimous roll call vote. Severns made a motion to adopt, with Ruckman seconding. Severns referred to the committee meetings from earlier on Sept. 8 where Engineer Brian Ball addressed the scope and necessity of the resolution. Adopted by unanimous vote.

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

RESOLUTION NO. 2025-83

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO PREPARE AND SUBMIT A CO-APPLICATION, WITH CLINTON TOWNSHIP, TO THE OHIO PUBLIC WORKS COMMISSION CAPITAL IMPROVEMENT PROGRAM AS PART OF A JOINT

PARTNERSHIP AGREEMENT BETWEEN THE CITY OF MOUNT VERNON,
OHIO AND CLINTON TOWNSHIP, KNOX COUNTY, OHIO FOR FUNDING
FOR THE CRYSTAL AVENUE WATER MAIN EXTENSION PROJECT.

Utilities: Ruckman, Hager

Resolution 2025-83 was given a second reading.

RESULT: SECOND READING

Next: 9/22/2025 7:30 PM

RESOLUTIONS FOR FIRST READING

RESOLUTION NO. 2025-87

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO RENEW CONTRACTS WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR SNOW AND ICE REMOVAL AND CONTROL AND MAINTENANCE AND REPAIR ON STATE HIGHWAYS WITHIN AND CONTIGUOUS TO THE CITY; AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Severns, Ruckman

Severns made a motion to suspend the rules and take Resolution 2025-87 to its third reading. Ruckman seconded. Rules suspended by unanimous roll call vote. Severns made a motion to adopt, with Ruckman seconding. Salyers spoke, saying that this is a continuation of agreements with ODOT from last year. By trading routes with ODOT and coordinating, the city has been able to increase efficiency. Adopted by unanimous vote.

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

RESOLUTION NO. 2025-88

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, Woods

Seavolt made a motion to suspend the rules and take Resolution 2025-88 to its third reading. Keener seconded. Rules suspended by unanimous roll call vote. Seavolt made a motion to adopt, with Keener seconding. Salyers clarified that this is a standard process where the city sells vehicles that have been held for a certain period of time and are in excess of \$1,000 in value. Adopted by unanimous vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	Amber Keener, At Large
AYES:	Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED:	Woods

RESOLUTION NO. 2025-89

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE 2025 KNOX COUNTY TAX INCENTIVE REVIEW COUNCIL CONCERNING PARCELS OF COMMERCIAL REAL PROPERTY IN THE CITY OF MOUNT VERNON RECEIVING TAX EXEMPTIONS FOR PURPOSES OF ECONOMIC DEVELOPMENT; AND DECLARING AN EMERGENCY.

Finance and Budget: Seavolt, Woods

Seavolt made a motion to suspend the rules and take Resolution 2025-89 to its third reading. Keener seconded. Rules suspended by unanimous roll call vote. Seavolt made a motion to adopt, with Keener seconding. Sam Filkins of the Area Development Foundation said that the foundation asks companies to make promises to secure abatements. Those companies are then assessed and held accountable to those promises. Two companies exceeded their promises and are recommended for continuing abatements: Woodward and Danbury. Adopted by unanimous vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	Amber Keener, At Large
AYES:	Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED:	Woods

RESOLUTION NO. 2025-90

A RESOLUTION RE-APPOINTING REPRESENTATIVES FOR CITY COUNCIL TO THE CITY'S NEW COMMUNITY AUTHORITY; AND DECLARING AN EMERGENCY.

Land Use and Development: Keener, Mahan

Resolution 2025-90 was corrected to reflect that the term of Sam Filkins rather than Jeff Gotke is being renewed. Keener made a motion to suspend the rules and take Resolution 2025-90 to its third reading. Mahan seconded. Rules suspended by unanimous roll call vote. Keener made a motion to adopt, with Mahan seconding. Mayor Starr noted that Filkins recently assumed the unexpired term of Gotke, and that this is to approve a new two-year term for Filkins and Jason Hall. Adopted by unanimous vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amber Keener, At Large
SECONDER:	James Mahan, First Ward
AYES:	Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED:	Woods

RESOLUTION NO. 2025-91

RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO TRANSFER CERTAIN FUNDS.

Finance and Budget: Seavolt, Woods

Seavolt made a motion to suspend the rules and take Resolution 2025-91 to its third reading. Keener seconded. Rules suspended by unanimous roll call vote. Seavolt made a motion to adopt, with Keener seconding. Dan Brinkman, auditor, explained that this was to transfer funds from the Mayor's budget line to HR for expenses HR paid to MORPSI that should come through the Mayor's line instead. Adopted by unanimous vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	Amber Keener, At Large
AYES:	Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED:	Woods

RESOLUTION NO. 2025-92

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO PAY BILLS PURSUANT TO SECTION 5705.41 (D), THEN AND NOW CERTIFICATION.

Finance and Budget: Seavolt, Woods

Removed per request of the auditor. Unnecessary.

RESULT:	REMOVED
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RESOLUTION NO. 2025-93

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO THE CITY OF MOUNT VERNON GOVERNMENTAL AGGREGATION PROGRAM PARTICIPATION AGREEMENT FOR THE CITY OF MOUNT VERNON, KNOX COUNTY, OHIO; AND DECLARING AN EMERGENCY.

Utilities: Ruckman, Hager

Resolution was given its first reading. Ruckman requested a 15-minute Utilities committee meeting to discuss the resolution. Ruckman also noted there was an error on the document, showing the wrong committee member assignments. Requested that the Clerk of Council fix that moving forward.

RESULT: FIRST READING**Next: 9/22/2025 7:30 PM****RESOLUTION NO. 2025-94**

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO APPLY TO THE OHIO PUBLIC WORKS COMMISSION CAPITAL IMPROVEMENT PROGRAM FOR FUNDING ASSISTANCE FOR THE WESTEND SANITARY RENOVATION PROJECT PHASE I; AND DECLARING AN EMERGENCY.

Utilities: Ruckman, Hager

Resolution was given its first reading. Ruckman requested a 15-minute Utilities committee meeting to discuss the resolution.

RESULT: FIRST READING**Next: 9/22/2025 7:30 PM****ORDINANCES FOR THIRD READING****ORDINANCE NO. 2025-26**

AN ORDINANCE TO ACCEPT THE VACATION OF AN UNDEVELOPED, PLATTED ALLEY, IN THE CITY OF MOUNT VERNON, KNOX COUNTY, OHIO; AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Severns, Ruckman

Severns made a motion to adopt, with Ruckman seconding. Law Director Broeren noted that property owners asking for vacation have holdings on both side of alley. In addition, extending the alley in the future is unlikely, given the lay of the land. Adopted by unanimous vote.

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

ORDINANCES FOR SECOND READING**ORDINANCES FOR FIRST READING****ORDINANCE NO. 2025-28**

AN ORDINANCE ADOPTING A CYBERSECURITY POLICY FOR THE CITY OF MOUNT VERNON, OHIO, IN ACCORDANCE WITH OHIO REVISED CODE § 9.64; AND DECLARING AN EMERGENCY.

Fire, Police and Civil Defense: Mahan, Seavolt

Ordinance was given its first reading. Mahan requested a 10-minute Fire, Police, and Civil Defense committee meeting to discuss the ordinance.

RESULT: FIRST READING**Next: 9/22/2025 7:30 PM****ORDINANCE NO. 2025-29**

AN ORDINANCE TO PROVIDE FOR THE SALARY OF CERTAIN ELECTED OFFICIALS OF THE CITY OF MOUNT VERNON, SPECIFICALLY THE COUNCIL PRESIDENT AND MEMBERS OF COUNCIL; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Woods, Keener

Ordinance was given its first reading.

RESULT: FIRST READING**Next: 9/22/2025 7:30 PM****REMARKS FROM THE ADMINISTRATION**

Mayor Starr spoke about city street lights, clarifying that watts and lumens are not equivalent. As the city replaces street lights with newer LED bulbs, they will seek to put lower lumen LEDs in residential areas. He noted that the cybersecurity policy needs to be in place by the end of the year. Mandatory annual training for cybersecurity will occur for all employees. There will be a concert by an MVHS alumnus soon, so all are encouraged to attend. There is also a Housing and Mixed-Use Development webinar that Council may attend. Starr thanked Mayor Patterson and the city of Athens for hosting him and others, and offering an opportunity to learn about the city of Athens.

Safety-Service Director Salyers reminded residents that yard signs cannot be in city right of ways or on city property. They also must be 10 feet back from roadways. The city will enforce these restrictions.

Law Director Broeren echoed Salyers note on yard signs.

REMARKS FROM COUNCIL

Severns thanked everyone who was involved in summer activities and events. Noted how the Route 13 re-route would be beneficial for the city.

Hager said that what is coming in the future for the city's parks is amazing.

Mahan congratulated local student Lucy Rush on setting a new MVHS 5k record. Thanked the Mayor for his work on the street lights. Thanked the Experience Mount Vernon team for their good work.

Seavolt reminded everyone that Friday nights is school football.

Keener highlighted the upcoming Middle-Earth event on Saturday morning, 9/13/2025.

Hawkins noted that the cemetery tour was well received.

ADJOURN AT THE CALL OF THE PRESIDENT

Seavolt made a motion to adjourn, with Keener seconding. Meeting adjourned at 8:15 p.m.

Bruce E. Hawkins, President of Council

Todd Hill, Clerk of Council

CD on file/th



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2025-80

Meeting: 09/08/25 7:30 PM
Dept: Streets and Public Buildings
Severns, Ruckman,
Category: Bid/Contract
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4281

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE DEMOLITION OF BUILDINGS RELATED TO THE RELOCATION OF STATE ROUTE 13 RELOCATION TO SOUTH SANDUSKY STREET 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 contract for the demolition of buildings related to the State Route 13 Relocation to South Sandusky Street 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 to advance the projects and solicit bids as soon as possible 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:

08/25/25 City Council FIRST READING

Resolution was given a first reading. Ruckman requested a 10-minute Streets & Public Buildings Committee meeting for follow-up.

COMMENTS - Current Meeting:

Severns made a motion to suspend the rules and take Resolution 2025-80 to its third reading. Ruckman seconded. Rules suspended by unanimous roll call vote. Severns made a motion to adopt, with Ruckman seconding. Severns referred to the committee meetings from earlier on Sept. 8 where Engineer Brian Ball addressed the scope and necessity of the resolution. Adopted by unanimous vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mel Severns, Councilman
SECONDER:	John Ruckman, Second Ward
AYES:	Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED:	Tammy Woods



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-83

Meeting: 09/08/25 7:30 PM
Dept: Utilities
Ruckman, Hager,
Category: Utilities
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4279

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO PREPARE AND SUBMIT A CO-APPLICATION, WITH CLINTON TOWNSHIP, TO THE OHIO PUBLIC WORKS COMMISSION CAPITAL IMPROVEMENT PROGRAM AS PART OF A JOINT PARTNERSHIP AGREEMENT BETWEEN THE CITY OF MOUNT VERNON, OHIO AND CLINTON TOWNSHIP, KNOX COUNTY, OHIO FOR FUNDING FOR THE CRYSTAL AVENUE WATER MAIN EXTENSION PROJECT.

WHEREAS, the City of Mount Vernon provides water to Clinton Township; and

WHEREAS, Clinton Township wishes to extend water services to Crystal Avenue; and

WHEREAS, Clinton Township, Knox County, and the City of Mount Vernon have agreed to enter into a joint partnership to extend the water line on Crystal Avenue; and

WHEREAS, in furtherance of this partnership, the Knox County Board of Commissioners has agreed to apply for a Community Development Block Grant to help fund this project; and

WHEREAS, at its August 14, 2025 meeting, the Utility Commission of the City of Mount Vernon unanimously passed a resolution requesting that City Council authorize the City to be a co-applicant with Clinton Township to file an application with the Ohio Public Works Commission Capital Improvement Program for funding assistance for the Crystal Avenue Water Main Extension Project.

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 support Clinton Township's application to the Ohio Public Works Commission Capital Improvement Program for funding assistance for the Crystal Avenue Water Main Extension Project as a co-applicant.

SECTION 2: The Safety-Service Director is further authorized and directed to enter into any agreements as may be necessary for this 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 to allow the project to move forward as quickly as possible to bring potable water to the residents of Crystal Avenue, 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:

08/25/25

City Council

FIRST READING

Resolution was given a first reading. Ruckman requested a 15-minute Utilities Committee meeting for follow-up.

COMMENTS - Current Meeting:

Resolution 2025-83 was given a second reading.

RESULT: SECOND READING**Next: 9/22/2025 7:30 PM**



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2025-87

Meeting: 09/08/25 7:30 PM
Dept: Streets and Public Buildings
Severns, Ruckman,
Category: Streets
Prepared By: Zac Sherman
Initiator: Zac Sherman
DOC ID: 4288

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO RENEW CONTRACTS WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR SNOW AND ICE REMOVAL AND CONTROL AND MAINTENANCE AND REPAIR ON STATE HIGHWAYS WITHIN AND CONTIGUOUS TO THE CITY; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 5501.41 of the Ohio Revised Code, the Director of the Ohio Department of Transportation (“ODOT”) may, upon consent of the legislative authority of the municipal corporation, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of the municipal corporation; and

WHEREAS, pursuant to Section 5535.16 of the Ohio Revised Code, the Ohio Department of Transportation (“ODOT”) or a political subdivision may provide snow and ice removal on the roads under the control of the State or any political subdivision; and

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the municipal corporation, perform maintenance and/or repair on the State Highways within the corporate limits of the municipal corporation; and

WHEREAS, pursuant to Section 5535.15 of the Ohio Revised Code, a municipal corporation may maintain or improve any section of a road under the control of the State when such maintenance or improvement is declared reasonably necessary by Council and when the City certifies to the State that the funds necessary for such maintenance or improvement are available; and

WHEREAS, portions of State Highways US Route 36, and State Routes 3, 13, 229, 586, 661, and 768 lie within the City of Mount Vernon, Knox County upon which ODOT is willing to perform snow and ice removal and apply snow and ice control material for the City as long as an agreement is entered into; and

WHEREAS, portions of State Highways U.S. Route 36, and State Routes 3, 13, 229, 586, 661, and 768 lie outside the City limits upon which the City is willing to perform snow and ice removal and apply snow and ice control material for ODOT as long as an agreement is entered into; and

WHEREAS, portions of State Highway U.S. Route 36, and State Routes 3, 13, 229, 586, 661, and 768 lie within the City of Mount Vernon, Knox County upon which ODOT is willing to perform certain maintenance and repair for the City as long as an agreement is entered into; and

WHEREAS, portions of State Highways U.S. Route 36, and State Routes 3, 13, 229, 586, 661, and 768 lie outside the City limits upon which the City is willing to perform certain maintenance and repair for ODOT as long as an agreement is entered into; and

WHEREAS, this resolution is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions;

WHEREAS, the work proposed to be authorized under this ordinance shall be restricted to, if an agreement is entered into, the removal of snow and ice and the use of snow and ice control material on State Highways within the corporate limits of the City but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets, and, may include if an agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the City.

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

SECTION 1: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to remove snow and ice and use snow and ice control material on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION 2: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to perform certain maintenance and/or repair on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION 3: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for the City to remove snow and ice and use snow and ice control material on any State Highway outside the city corporation limits listed in the agreement in accordance with the standard practices of ODOT.

SECTION 4: It is hereby declared to be a reasonable necessity and in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for the City to perform certain maintenance and/or repair on any State Highway outside the city corporation limits listed in the agreement in accordance with the standard practices of ODOT.

SECTION 5: The Safety-Service Director is authorized to enter into any agreement with ODOT for the mutual removal of snow and ice and the use of snow and ice control material and for the mutual performance of certain maintenance and/or repair of the State Highways as determined by the City and ODOT.

SECTION 6: That the Clerk is hereby directed to furnish the Director of ODOT, with a certified copy of this Ordinance/Resolution immediately upon execution.

SECTION 7: 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 ensure continued snow and ice removal and control and repair of state highways within 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:

Severns made a motion to suspend the rules and take Resolution 2025-87 to its third reading. Ruckman seconded. Rules suspended by unanimous roll call vote. Severns made a motion to adopt, with Ruckman seconding. Salyers spoke, saying that this is a continuation of agreements with ODOT from last year. By trading routes with ODOT and coordinating, the city has been able to increase efficiency. Adopted by unanimous vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mel Severns, Councilman
SECONDER:	John Ruckman, Second Ward
AYES:	Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED:	Tammy Woods

ODOT AGREEMENT NO. 41936

**MEMORANDUM OF AGREEMENT
BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION
AND THE CITY OF MOUNT VERNON, OHIO**

This Memorandum of Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its director, hereinafter referred to as "ODOT" and the CITY of MOUNT VERNON, 40 Public Square, Mount Vernon, Ohio 43050, hereinafter referred to as the "LOCAL AGENCY," for the purposes of coordinating efforts for snow and ice control.

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code provides that the Director of Transportation may coordinate the activities of ODOT with other appropriate public authorities and enter into agreements with such authorities as necessary to carry out its duties, powers, and functions.
- 1.2 ODOT and the LOCAL AGENCY remove snow and ice and use snow and ice control material on their respective roadways during snow and ice operations.
- 1.3 It is in the interest and safety of the traveling public for ODOT to permit the LOCAL AGENCY to acquire brine solution from ODOT when available to assist the LOCAL AGENCY in fulfilling their functions of snow and ice removal.

2. OBLIGATIONS OF ODOT

- 2.1 ODOT may make available brine solution to the LOCAL AGENCY for snow and ice operations.
- 2.2 ODOT hereby grants the LOCAL AGENCY the right to enter upon ODOT's Premises at 505 Harcourt Road (Knox County ODOT Facility) to obtain the agreed upon quantity of brine solution at the location on the Premises during ODOT's business hours.
- 2.3 ODOT will log the amount of brine solution taken by the LOCAL AGENCY, give the LOCAL AGENCY a receipt ticket, and invoice accordingly.
- 2.4 ODOT shall calculate the cost of the material and labor to produce the brine when determining the amount to invoice the LOCAL AGENCY.

3. OBLIGATIONS OF THE LOCAL AGENCY

- 3.1 Within 30 days of receiving an invoice, the LOCAL AGENCY shall reimburse ODOT for all brine solution taken at the rate calculated by ODOT based upon the price ODOT paid for the ingredients in the brine solution as well as ODOT's labor and utility costs. This cost shall not be 25% more or less than \$0.073 per gallon.

3.2 The LOCAL AGENCY shall contact ODOT at the telephone number listed in section 6.1 of this Agreement to determine the availability of brine solution and to request the amount of brine solution.

3.3 The LOCAL AGENCY shall be responsible for all damages caused by them in the process of obtaining the brine solution from ODOT.

4. TERM OF AGREEMENT

4.1 This Agreement shall commence upon the date of the last signature below and shall expire June, 30th, 2025 unless terminated earlier.

4.2 This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

5. GENERAL PROVISIONS

5.1 This Agreement shall be to the benefit of and be binding upon the respective Parties herein, their successors and assigns.

5.2 Either Party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

5.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

5.4 Each Party hereto shall be responsible for liability associated with that Party's own errors, actions, and failures to act.

5.5 The State of Ohio and ODOT are self-insured.

5.6 The LOCAL AGENCY shall provide its own worker's compensation coverage throughout the duration of this Agreement and any extensions thereof. ODOT is hereby released from any and all liability for injury received by the LOCAL AGENCY, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement.

5.7 The LOCAL AGENCY agrees to promptly comply with all applicable state and federal laws regarding drug-free workplace. When applicable, the LOCAL AGENCY shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

5.8 If the LOCAL AGENCY breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.

- 5.9 ODOT and the LOCAL AGENCY agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this Agreement, with the exception of matters identified in this Agreement requiring approval solely and finally by ODOT.
- 5.10 Ohio Ethics Law: the LOCAL AGENCY, by signing this document, certifies: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

6. NOTICE

- 6.1 Notices under this Agreement shall be directed as follows:

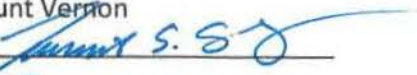
City of Mount Vernon
40 Public Square
Mount Vernon, Ohio 43050
Telephone number

Ohio Department of Transportation
District 05 Knox County
5050 Harcourt Road
Mount Vernon, Ohio 43050
740-323-5340

7. SIGNATURES

- 7.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this Agreement.
- 7.2 Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

City of Mount Vernon

Signature: 

By: Tanner S. Suljers, SSD
Printed Name and Title

Date: 12.5.24

STATE OF OHIO
Department of Transportation

By: 
Pamela Boratyn, Director

Date: 12/6/2024

ODOT AGREEMENT NO. 41937
 City Consent Ordinance/Resolution No. 2024-124

**AGREEMENT
 BETWEEN THE STATE OF OHIO,
 DEPARTMENT OF TRANSPORTATION
 AND THE CITY OF MOUNT VERNON, OHIO
 FOR THE REMOVAL AND CONTROL OF SNOW AND ICE**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the "ODOT" and the CITY of Mount Vernon, 40 Public Square, Mount Vernon, Ohio 43050, hereinafter referred to as the "CITY" and shall be referred to singularly as "party" and collectively as "parties".

WHEREAS, pursuant to Ohio Revised Code 5501.41, the Director of the Department of Transportation may remove snow and ice from state highways within a municipal corporation, but before doing so, the Director must obtain the consent of the legislative authority of such municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code section 5535.16, a political subdivision may provide snow and ice removal on roads under the control of the state; and

WHEREAS, the legislative authority of the CITY has granted its consent to the Director to remove snow and ice and to use snow and ice control material on the state highways within its corporate limit; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the CITY in an efficient manner that ODOT perform snow and ice removal and control on State Routes 3, 13, 229, 586, 661, 768, and US Route 36 within the CITY and that the CITY perform snow removal and ice control on State Routes 3, 13, 229, 586, 661, 768, and US Route 36 outside the CITY as shown on the attached Exhibit A and written below in sections 1.1.1 through 1.1.7 and 2.3.1 through 2.3.7 of this Agreement.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

1.1 ODOT will remove snow and ice and apply snow and ice control material on all lanes of the following, with portions falling within the CITY's corporate limits:

1.1.1 State Route 3 through the corporate limits of the CITY south to the intersection of Taylor Rd at the 18.925 mile marker,

- 1.1.2 State Route 13 from the southern CITY corporate limits to the intersection of Blackjack Rd at the 8.3 mile markers and from the Intersection of Belmont Ave. at the 11.77 mile marker through the CITY corporate limits to the north,
- 1.1.3 State Route 229 from the western CITY corporate limits to the intersection of US Route 36 at the 7.28 mile marker, and from the intersection of Park Rd. at the 10.76 mile marker through the CITY corporate limits to the east,
- 1.1.4 State Route 586 from the southern CITY corporate limits to the intersection of Greenbriar Dr. at the 11.889 mile marker,
- 1.1.5 State Route 661 from the southern CITY corporate limits to the intersection of Blackjack Rd. at the 6.45 mile marker,
- 1.1.6 State Route 768 from the northern CITY corporate limits to the intersection of Woodside Drive at the 0.44 Mile Marker, and
- 1.1.7 US Route 36 from the western CITY corporation limits to the intersection of SR 229 at mile marker 16.55, and from the driveway of Opportunity Knox at mile marker 20.661 through the CITY corporate limits to the east.
- 1.2 ODOT will remove snow and ice and apply snow and ice control material during the normal course of removing snow and ice and applying snow and ice control material on roads within ODOT's responsibility. ODOT shall perform this work at no cost to the CITY. ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed and such work shall not include the removal of snow and ice from and the use of snow and ice control material on driveways, parking areas, and intersecting CITY roads and streets.
- 1.3 ODOT grants the CITY the right to use and occupy the right-of-way in and abutting the section State Routes 3, 13, 229, 586, 661, 768, and US Route 36 herein described for the purposes of performing snow and ice removal and control operations.
- 1.4 ODOT is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by the CITY's removal of snow and ice and/or application of any snow and ice control material unless a separate maintenance agreement is entered into.
- 2. **OBLIGATIONS OF THE CITY**
 - 2.1 The CITY grants ODOT the right to use and occupy the right-of-way in and abutting the section of State Routes 3, 13, 229, 586, 661, 768, and US Route 36 herein described for the purposes of performing snow and ice removal and control operations.
 - 2.2 The CITY is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by ODOT's removal of snow and ice and/or application of any snow and ice control material unless a separate maintenance agreement is entered into.

- 2.3 The CITY will remove snow and ice and apply snow and ice control material on all lanes of the following, with portions falling outside the CITY's corporate limits:
- 2.3.1 State Route 3 south of the intersection of Taylor Rd at the 18.925 mile marker to the intersection of US route 36 at the 17.77 mile marker,
 - 2.3.2 State Route 13 from the intersection of Blackjack Rd at the 8.3 mile markers to the Intersection of Belmont Ave. at the 11.77 mile marker,
 - 2.3.3 State Route 229 from the intersection of US Route 36 at the 7.28 mile marker to the intersection of Park Rd. at the 10.76 mile marker,
 - 2.3.4 State Route 586 from the intersection of Greenbriar Dr. at the 11.889 mile marker north to the end of the route,
 - 2.3.5 State Route 661 from the intersection of Blackjack Rd. at the 6.45 mile marker to the intersection of State Route 13 at the 7.41 mile marker,
 - 2.3.6 State Route 768 from the intersection of Woodside Drive at the 0.44 Mile Marker south to the end of the route, and
 - 2.3.7 US Route 36 from the intersection of SR 229 at mile marker 16.55 to the driveway of Opportunity Knox at mile marker 20.661.
- 2.4 The CITY shall perform snow and ice removal and use of snow and ice control material in accordance with Ohio Revised Code sections 4511.04 and 4513.18. The CITY shall perform this work at no cost to ODOT.

3. INSPECTIONS

- 3.1 Periodic inspections may be performed jointly by representatives of the parties to determine the level of service being provided on the state highway system during a snow and ice event.

4. TERM OF AGREEMENT

- 4.1 This Agreement shall commence on the date of the last signature below and shall expire on June 30, 2025 unless terminated sooner pursuant to paragraph 4.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for (2) year terms that do not extend past the state's biennium budget periods.
- 4.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

5. GENERAL PROVISIONS

- 5.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.
- 5.2 Either party may, at any time during the term of the agreement, request amendments or modifications which includes assignment. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the parties consent to modifications of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 5.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio pursuant to R.C. 5501.22.
- 5.4 The State of Ohio and ODOT are self-insured.
- 5.5 Each party shall be responsible for liability associated with the party's own errors, actions, or failures to act.
- 5.6 If either party breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by the non-breaching party of that breach or default, the non-breaching party may terminate this Agreement.
- 5.7 ODOT and CITY agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other party within ninety (90) days of discovery of such dispute. Within the notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. The parties agree that any dispute that cannot be resolved shall be resolved solely and finally by the Director of ODOT.
- 5.8 Ohio Ethics Law: The CITY and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

- 5.9 In carrying out this Agreement the parties shall comply with all applicable federal, state, and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.
- 5.10 In no case shall the either party's personnel be considered agents, servants, or employees of the other party. Each party shall be responsible for the full payment of all taxes including, without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

6. NOTICE

- 6.1 Notices under this agreement shall be directed as follows:

CITY of Mount Vernon
40 Public Square
Mount Vernon, Ohio 43050

Ohio Department of Transportation
District 5
P.O. Box 306
Jacksontown, Ohio 43030

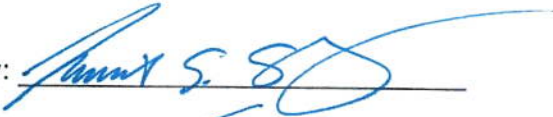
7. SIGNATURES

- 7.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.
- 7.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(the remainder of this page is intentionally left blank -- signature page to follow)

The Parties hereunto have caused this agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

CITY OF MOUNT VERNON

By: Printed Name: Andrew S. SelgersTitle: Safety Service DirectorDate: 12.05.2024

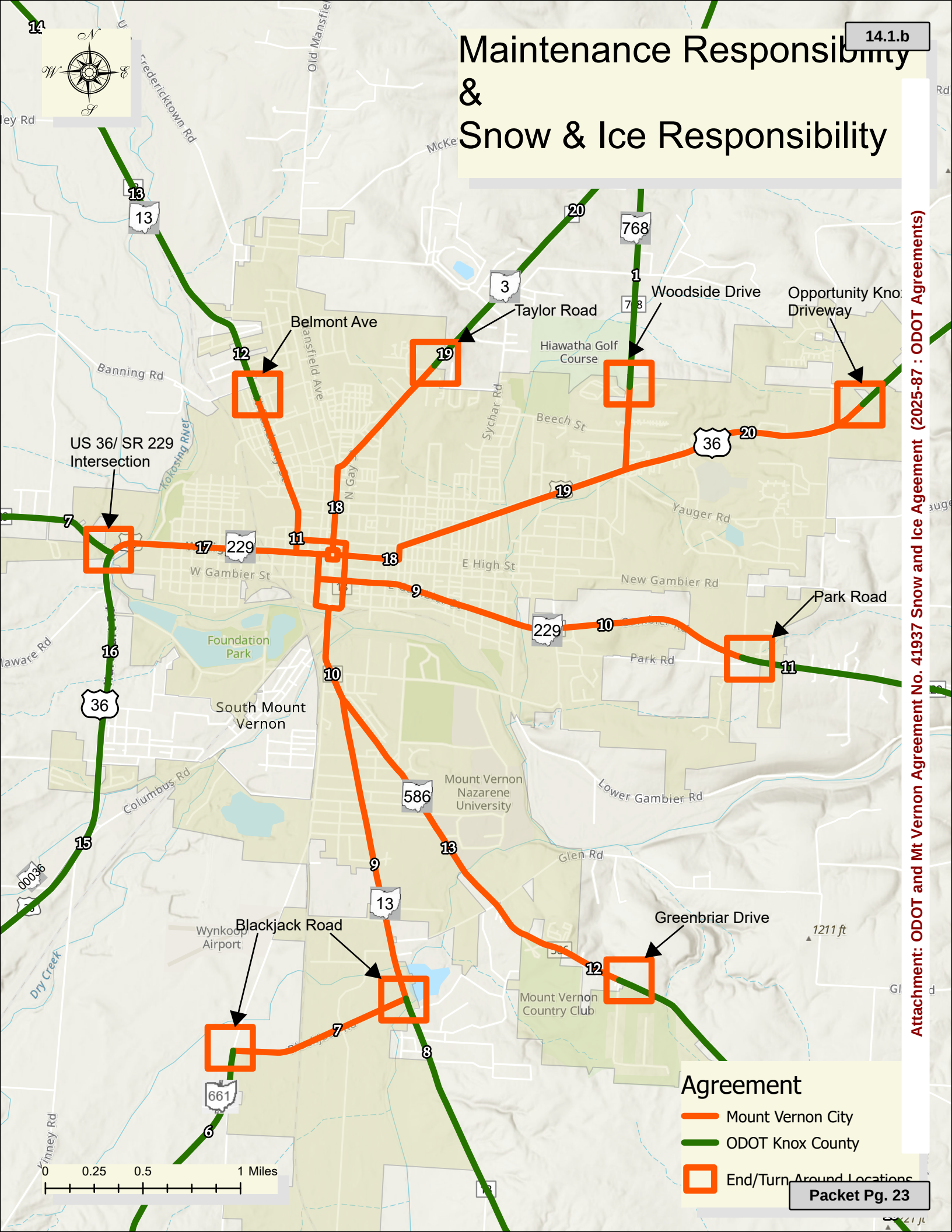
STATE OF OHIO

Department of Transportation

By: 
Pamela Boratyn, DirectorDate: 12/6/2024

Maintenance Responsibility & Snow & Ice Responsibility

14.1.b



Attachment: ODOT and Mt Vernon Agreement No. 41937 Snow and Ice Agreement (2025-87 : ODOT Agreements)

ODOT AGREEMENT NO. 41938
 City Consent Ordinance/Resolution No. 2024-124

**AGREEMENT
 BETWEEN THE STATE OF OHIO,
 DEPARTMENT OF TRANSPORTATION
 AND THE CITY OF MOUNT VERNON, OHIO
 FOR CERTAIN ROADWAY MAINTENANCE AND/OR REPAIR**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the "ODOT" and the City of Mount Vernon, 40 Public Square, Mount Vernon, Ohio 43050, hereinafter referred to as the "CITY" and shall be referred to singularly as "party" and collectively as "parties".

WHEREAS, pursuant to Section 723.01 of the Ohio Revised Code, the CITY is responsible for the care, supervision and control of the public highways within their municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code 5511.01 and 5521.01, the Director of the Ohio Department of Transportation may enter upon state highways within any municipal corporation to maintain, and repair them, but before doing so, the Director must obtain the consent of the legislative authority of such municipal corporation; and

WHEREAS, the legislative authority of the CITY has granted its consent to the Director to perform maintenance and/or repair pursuant to the specifications of this Agreement on the state highways within its corporate limits, and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and CITY in an efficient manner that ODOT perform maintenance on State Routes 3, 13, 229, 586, 661, 768, and US Route 36 within the CITY as shown on the attached Exhibit A and written below in sections 1.1.1 through 1.1.7 of this Agreement.

WHEREAS, pursuant to Ohio Revised Code 5535.15, a municipal corporation may maintain or improve any section of a road under the control of the State when such maintenance or improvement is declared reasonably necessary and when the CITY certifies to the State that the funds necessary for such maintenance or improvement are available; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and CITY in an efficient manner that the CITY perform maintenance on State Routes 3, 13, 229, 586, 661, 768, and US Route 36 OUTSIDE the CITY as shown on the attached Exhibit A and written below in sections 2.3.1 through 2.3.7 of this Agreement.

WHEREAS, this agreement does not cover the installation and maintenance of the traffic signal system on State Route 229 at the intersection of Edgewood Road, which is maintained by ODOT.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

- 1.1 ODOT will perform routine maintenance and repair as described in Section 3 of this Agreement, and in Exhibit A on the following routes with portions falling inside the CITY's corporate limits:
 - 1.1.1 State Route 3 through the corporate limits of the CITY south to the intersection of Taylor Rd at the 18.925 mile marker,
 - 1.1.2 State Route 13 from the southern CITY corporate limits to the intersection of Blackjack Rd at the 8.3 mile markers and from the Intersection of Belmont Ave. at the 11.77 mile marker through the CITY corporate limits to the north,
 - 1.1.3 State Route 229 from the western CITY corporate limits to the intersection of US Route 36 at the 7.28 mile marker, and from the intersection of Park Rd. at the 10.76 mile marker through the CITY corporate limits to the east,
 - 1.1.4 State Route 586 from the southern CITY corporate limits to the intersection of Greenbriar Dr. at the 11.889 mile marker,
 - 1.1.5 State Route 661 from the southern CITY corporate limits to the intersection of Blackjack Rd. at the 6.45 mile marker,
 - 1.1.6 State Route 768 from the northern CITY corporate limits to the intersection of Woodside Drive at the 0.44 Mile Marker, and
 - 1.1.7 US Route 36 from the western CITY corporation limits to the intersection of SR 229 at mile marker 16.55, and from the driveway of Opportunity Knox at mile marker 20.661 through the CITY corporate limits to the east.
- 1.2 ODOT shall perform this routine maintenance and repair during the ODOT's normal course of operations. ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed.
- 1.3 ODOT grants the CITY the right to use and occupy the right-of-way in and abutting the section of State Routes 3, 13, 229, 586, 661, 768, and US Route 36 herein described for the purposes of performing certain maintenance and/or repairs.
- 1.3 ODOT agrees to assume all future maintenance of the work provided by the CITY under this Agreement.

2. OBLIGATIONS OF THE CITY

- 2.1 The CITY grants ODOT the right to use and occupy the right-of-way in and abutting the section of State Routes 3, 13, 229, 586, 661, 768, and US Route 36 described herein for the purpose of performing certain maintenance and/or repair.
- 2.2 The CITY agrees to assume all future maintenance of the work provided by ODOT under this Agreement.
- 2.3 The CITY will perform routine maintenance and repair as described in Section 3 of this Agreement, and in Exhibit A on the following routes with portions falling outside the CITY's corporate limits:
 - 2.3.1 State Route 3 south of the intersection of Taylor Rd at the 18.925 mile marker to the intersection of US route 36 at the 17.77 mile marker,
 - 2.3.2 State Route 13 from the intersection of Blackjack Rd at the 8.3 mile markers to the Intersection of Belmont Ave. at the 11.77 mile marker,
 - 2.3.3 State Route 229 from the intersection of US Route 36 at the 7.28 mile marker to the intersection of Park Rd. at the 10.76 mile marker,
 - 2.3.4 State Route 586 from the intersection of Greenbriar Dr. at the 11.889 mile marker north to the end of the route,
 - 2.3.5 State Route 661 from the intersection of Blackjack Rd. at the 6.45 mile marker to the intersection of State Route 13 at the 7.41 mile marker,
 - 2.3.6 State Route 768 from the intersection of Woodside Drive at the 0.44 Mile Marker south to the end of the route, and
 - 2.3.7 US Route 36 from the intersection of SR 229 at mile marker 16.55 to the driveway of Opportunity Knox at mile marker 20.661.
- 2.4 The CITY shall perform this routine maintenance and repair during the CITY's normal course of operations. The CITY shall not perform this work more frequently nor alter the schedule of when this work is to be performed.

3. MAINTENANCE

- 3.1 Routine maintenance and repair shall include but is not limited to emergency response (assisting with traffic control or clean-up for accidents and natural/weather related incidents), pothole patching, pavement repairs, crack sealing, striping and marking, litter pick-up, vegetation maintenance, drainage maintenance and repairs up to \$15,000.00, sign maintenance and replacement, storm sewer cleaning, ditch operations, road, bridge, and shoulder sweeping, overhead lighting maintenance, and guardrail repair. In the

performance of this maintenance and repair, neither Party shall remove, change, alter or modify any of the other Party's structure without the other Party's prior written authorization.

- 3.2 Drainage repairs with a total cost of \$15,000.00 or more and all culvert replacements regardless of cost shall remain the responsibility of the Party with maintenance duties as defined by the Ohio Revised Code, Ohio law and other Ohio legal authority. For purposes of this Agreement, it is the intent of the Parties that all such repairs within the CITY's corporation limits be the responsibility of the CITY and all such repairs outside the CITY's corporation limits be the responsibility of ODOT.

4. COMPENSATION

- 4.1 Neither ODOT nor the CITY shall provide compensation for costs incurred as a result of the work performed under this Agreement. It is agreed by both ODOT and the CITY that the work outlined in this Agreement will be performed at their sole cost and at no cost to the other party.
- 4.2 This Agreement in no way alters the means by which current and future capital projects are and will be funded.

5. INSPECTIONS

- 5.1 Periodic inspections may be performed jointly by representatives of the parties to determine the level of service being provided on the state highway system.

6. TERM OF AGREEMENT

- 6.1 This Agreement shall commence on the date of last signature below and shall expire June 30, 2025 unless terminated sooner pursuant to paragraph 6.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for (2) year terms not extending past the state's biennium budget periods.
- 6.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

7. GENERAL PROVISIONS

- 7.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.
- 7.2 Either party may, at any time during the term of the agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the parties

- consent to modifications of the agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 7.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio pursuant to R.C. 5501.22.
 - 7.4 The State of Ohio and ODOT are self-insured.
 - 7.5 Each party shall be responsible for liability associated with the party's own errors, actions, or failures to act.
 - 7.6 If either party breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by the non-breaching party of that breach or default, the non-breaching party may terminate this Agreement.
 - 7.7 ODOT and CITY agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other party within ninety (90) days of discovery of such dispute. Within the notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. The parties agree that any dispute that cannot be resolved shall be resolved solely and finally by the Director of ODOT.
 - 7.8 Ohio Ethics Law: The CITY and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.
 - 7.9 In carrying out this Agreement the parties shall comply with all applicable federal, state, and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.
 - 7.10 In no event shall the contractors, subcontractors, workers, employees, or agents of either Party be considered agents or employees of the other Party. Each Party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

8. NOTICE

8.1 Notices under this agreement shall be directed as follows:

CITY of Mount Vernon
40 Public Square
Mount Vernon, Ohio 43050

Ohio Department of Transportation
District 5
P.O. Box 306
Jacksontown, Ohio 43030

9. SIGNATURES

9.1 Any person executing this agreement in a representative capacity hereby represents that he/she has been duly authorized to execute this agreement.

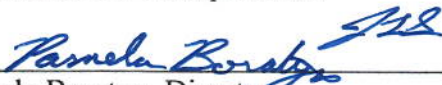
9.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties have caused this agreement to be executed as of the day and year last written below.

CITY OF MOUNT VERNON

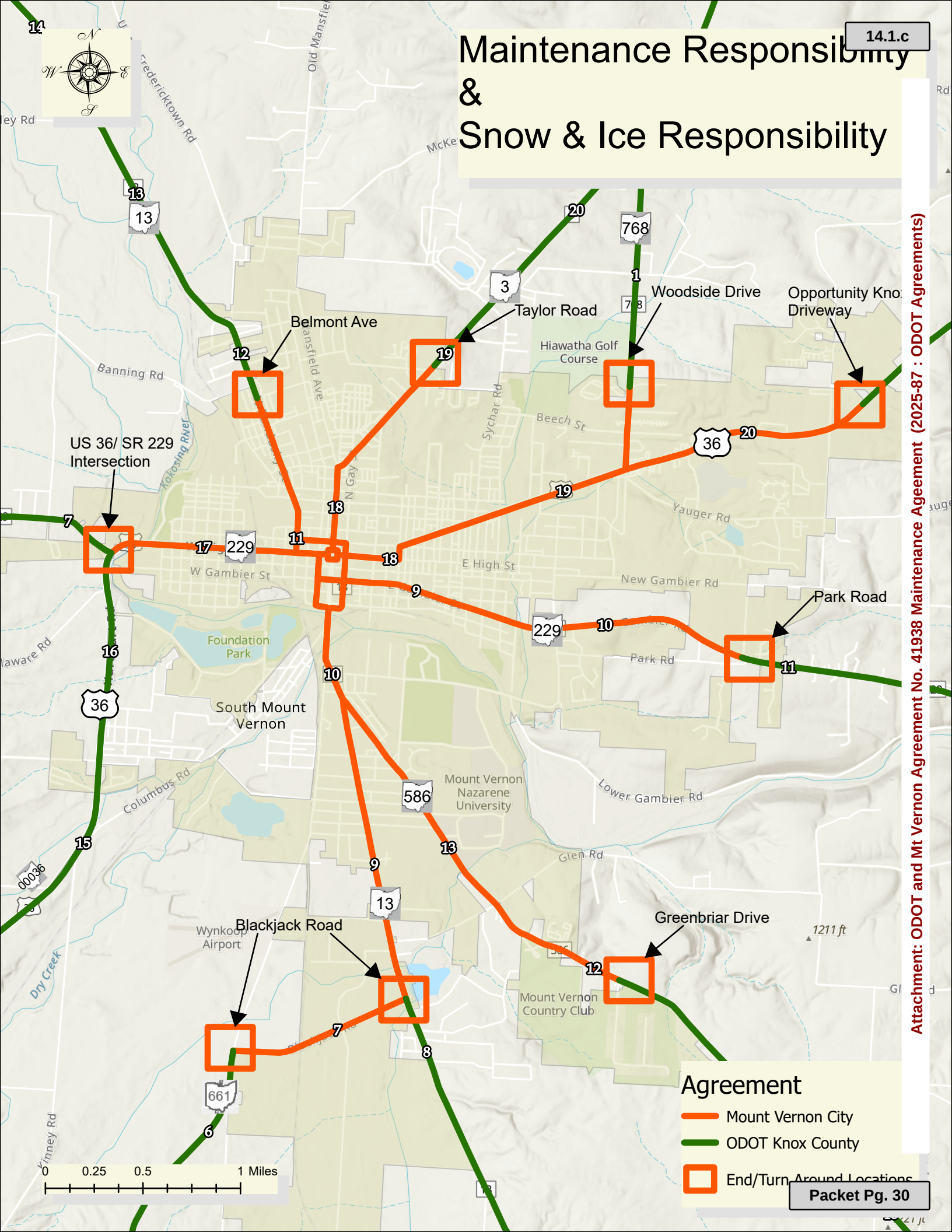
By: 
Printed Name: Tanner S. Selgers
Title: Subsidiary Service Director
Date: 12-5-24

STATE OF OHIO
Department of Transportation

By: 
Pamela Boratyn, Director
Date: 12/6/2024

Maintenance Responsibility & Snow & Ice Responsibility

14.1.c



Attachment: ODOT and Mt Vernon Agreement No. 41938 Maintenance Agreement (2025-87 : ODOT Agreements)

Agreement

- Mount Vernon City
- ODOT Knox County

End/Turn Around Locations

ODOT Agreement No. 41936-A
 Ordinance No. 2024-124

**RENEWAL OF THE BRINE AGREEMENT
 BETWEEN THE STATE OF OHIO, OHIO DEPARTMENT OF TRANSPORTATION
 AND THE CITY OF MOUNT VERNON**

This AMENDMENT of the existing Snow and Ice Agreement is entered into by and between the State of Ohio, Ohio Department of Transportation whose address is 1980 West Broad Street, Columbus, Ohio 43223 ("ODOT"), and the City of Mount Vernon, Ohio whose address is 40 Public Square, Mount Vernon, Ohio 43050, ("CITY") and collectively referred to as "the Parties".

Pursuant to paragraph 5.2 of the Agreement having ODOT Agreement Number 41936, the Parties wish to enter into a written amendment amending paragraph 4.1 renewing the Agreement as follows:

This Agreement shall commence on July 1, 2025 and shall expire on the June 30, 2027 unless terminated sooner pursuant to paragraph 4.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms. No such Agreement or renewal shall extend beyond the State biennium.

The Parties agree that all other terms and conditions of the Agreement shall remain the same.

Any person executing this Amendment in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Amendment.

Any Party hereto may deliver a copy of its counterpart signature page to this Amendment via fax or e-mail. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties have executed this Amendment as of the last day and year written below.

STATE OF OHIO, Department of Transportation

Date: _____

By: _____
 Pamela Boratyn, Director of Transportation

Date: _____

CITY OF MOUNT VERNON

By: _____

(Print Name) _____

Title: _____

Attachment: MOUNT VERNON Brine Agreement DRAFT 41936-A DRAFT (2025-27 : ODOT Agreements)

ODOT Agreement No. 41937-A
 Ordinance No. 2024-124

**RENEWAL OF THE SNOW AND ICE AGREEMENT
 BETWEEN THE STATE OF OHIO, OHIO DEPARTMENT OF TRANSPORTATION
 AND THE CITY OF MOUNT VERNON**

This AMENDMENT of the existing Snow and Ice Agreement is entered into by and between the State of Ohio, Ohio Department of Transportation whose address is 1980 West Broad Street, Columbus, Ohio 43223 ("ODOT"), and the City of Mount Vernon, Ohio whose address is 40 Public Square, Mount Vernon, Ohio 43050, ("CITY") and collectively referred to as "the Parties".

Pursuant to paragraph 5.2 of the Agreement having ODOT Agreement Number 41937, the Parties wish to enter into a written amendment amending paragraph 4.1 renewing the Agreement as follows:

This Agreement shall commence on July 1, 2025 and shall expire on the June 30, 2027 unless terminated sooner pursuant to paragraph 4.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms. No such Agreement or renewal shall extend beyond the State biennium.

The Parties agree that all other terms and conditions of the Agreement shall remain the same.

Any person executing this Amendment in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Amendment.

Any Party hereto may deliver a copy of its counterpart signature page to this Amendment via fax or e-mail. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties have executed this Amendment as of the last day and year written below.

STATE OF OHIO, Department of Transportation

Date: _____

By: _____
 Pamela Boratyn, Director of Transportation

Date: _____

CITY OF MOUNT VERNON

By: _____

(Print Name) _____

Title: _____

Attachment: MOUNT VERNON Snow renewal DRAFT 41937-A (2025-87 : ODOT Agreements)

ODOT Agreement No. 41938-A
 Ordinance No. 2024-124

**RENEWAL OF THE MAINTENANCE AGREEMENT
 BETWEEN THE STATE OF OHIO, OHIO DEPARTMENT OF TRANSPORTATION
 AND THE CITY OF MOUNT VERNON**

This AMENDMENT of the existing Maintenance Agreement is entered into by and between the State of Ohio, Ohio Department of Transportation whose address is 1980 West Broad Street, Columbus, Ohio 43223 ("ODOT"), and the City of Mount Vernon, Ohio whose address is 40 Public Square, Mount Vernon, Ohio 43050, ("CITY") and collectively referred to as "the Parties".

Pursuant to paragraph 7.2 of the Agreement having ODOT Agreement Number 41938, the Parties wish to enter into a written amendment amending paragraph 6.1 renewing the Agreement as follows:

This Agreement shall commence on July 1, 2025 and shall expire on the June 30, 2027 unless terminated sooner pursuant to paragraph 6.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms. No such Agreement or renewal shall extend beyond the State biennium.

The Parties agree that all other terms and conditions of the Agreement shall remain the same.

Any person executing this Amendment in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Amendment.

Any Party hereto may deliver a copy of its counterpart signature page to this Amendment via fax or e-mail. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties have executed this Amendment as of the last day and year written below.

STATE OF OHIO, Department of Transportation

Date: _____

By: _____
 Pamela Boratyn, Director of Transportation

Date: _____

CITY OF MOUNT VERNON

By: _____

(Print Name) _____

Title: _____

Attachment: MOUNT VERNON Maintenance renewal 41938-A DRAFT (2025-87 : ODOT Agreements)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2025-88

Meeting: 09/08/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods,
Category: Finance
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4291

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) 1993-Dark Green-Dodge-Intrepid VIN 2B3ED56F6PH538776
- 2) 2000-Tan-Chevrolet-S10 VIN 1GCCS1943YK166564
- 3) 2002-Black-Yamaha-YZF R6 VIN JYARJ04E72A021835
- 4) 2006-Silver-Chevrolet-Malibu VIN 1G1ZT51826F139724
- 5) 2012-White-Honda-Civic VIN 2HGFG3B54CH566003
- 6) 2003-Black-Suzuki-SV1000K VIN JS1VT54A932104583
- 7) 2015-Black-Dodge-Charger VIN 2C3CDXJG8FH908338

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 rules and take Resolution 2025-88 to its third reading. Keener seconded. Rules suspended by unanimous roll call vote. Seavolt made a motion to adopt,

with Keener seconding. Salyers clarified that this is a standard process where the city sells vehicles that have been held for a certain period of time and are in excess of \$1,000 in value. Adopted by unanimous vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	Amber Keener, At Large
AYES:	Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED:	Tammy Woods



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2025-89

Meeting: 09/08/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods,
Category: Finance and Budget
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4290

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE 2025 KNOX COUNTY TAX INCENTIVE REVIEW COUNCIL CONCERNING PARCELS OF COMMERCIAL REAL PROPERTY IN THE CITY OF MOUNT VERNON RECEIVING TAX EXEMPTIONS FOR PURPOSES OF ECONOMIC DEVELOPMENT; AND DECLARING AN EMERGENCY.

WHEREAS, Mount Vernon City Council has from time to time provided economic development incentives through means of Community Reinvestment Area (CRA), Enterprise Zone (EZ), and Tax Increment Financing (TIF) exemptions to foster development of various real property within the City; and

WHEREAS, the Area Development Foundation, Inc., in support of the City of Mount Vernon, annually collects performance data from each such exempted economic development project and reports the same to the Ohio Department of Development; and

WHEREAS, in addition to reporting to the State, the Knox County Auditor has acted pursuant to Ohio Revised Code Section 5709.85 to create the Knox County Tax Incentive Review Council (TIRC) for purposes of annually reviewing all City agreements granting CRA, EZ and TIF property tax exemptions; and

WHEREAS, the TIRC met on June 13, 2025 for purposes of its annual review of performance data collected from all tax-exempted economic development projects (the same data reported to the State), with the TIRC making recommendations concerning the status of each such economic development project; and

WHEREAS, Mount Vernon City Council must thereafter meet and vote to accept, reject or modify all or any portion of the TIRC's recommendations within sixty days of the TIRC's review, as per Ohio Revised Code Section 5709.85(E); and

WHEREAS, the City is desirous of ensuring that each tax-exempted economic development project that remains in good standing and eligible under Ohio law continues to receive the benefits of such tax incentives.

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

SECTION 1: That the Mount Vernon City Council hereby accepts the TIRC's recommendation that the Woodward Development Corp. CRA exemption continue, on the basis of reported job and investment performance data.

SECTION 2: That the Mount Vernon City Council hereby accepts the TIRC's

recommendations that active EZ exemptions for Mount Vernon Senior Living and Woodward Landlord LLC., respectively, continue, on the basis of reported job and investment performance data.

SECTION 3: That the Mount Vernon City Council hereby accepts the TIRC's reported information concerning the three (3) active TIF projects, including the increase in the true value of parcels of real property on which improvements have been undertaken, the value of improvements exempted from taxation, and the number of new employees or employees retained on each project site.

SECTION 4: That the Clerk of Council is hereby directed to deliver a copy of this Resolution to the Auditor of Knox County, Ohio, after its passage and upon request made by said Auditor's representative.

SECTION 5: 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 reporting to the County Auditor as soon as practicable, 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 rules and take Resolution 2025-89 to its third reading. Keener seconded. Rules suspended by unanimous roll call vote. Seavolt made a motion to adopt, with Keener seconding. Sam Filkins of the Area Development Foundation said that the foundation asks companies to make promises to secure abatements. Those companies are then assessed and held accountable to those promises. Two companies exceeded their promises and are recommended for continuing abatements: Woodward and Danbury. Adopted by unanimous vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	Amber Keener, At Large
AYES:	Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED:	Tammy Woods



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2025-90

Meeting: 09/08/25 7:30 PM
Dept: Land Use and Development
Keener, Mahan,
Category: Planning and Zoning
Prepared By: Zac Sherman
Initiator: Zac Sherman
DOC ID: 4292

A RESOLUTION RE-APPOINTING REPRESENTATIVES FOR CITY COUNCIL TO THE CITY'S NEW COMMUNITY AUTHORITY; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 2023-31 established the “Mount Vernon New Community Authority” (“NCA”); and

WHEREAS, Section 6 of the Petition to Establish the NCA requires Council to appoint members to the Board of Trustees of the NCA.

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

SECTION 1: That Council re-appoints the following persons to the Board of Trustees of the NCA to represent the interests of present and future employers within the NCA:

Jason Hall - 1408 Culbertson Dr., Mount Vernon, Ohio - term to commence immediately, and to expire on 09/08/2027

SECTION 2: That Council re-appoints the following person to the Board of Trustees of the NCA to serve as a representative of local government:

Sam Filkins, 931 E. High St., Mount Vernon, Ohio - term to commence immediately, and to expire on 09/08/2027

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 appoint members so that the NCA may begin work within the statutory time limits established by R.C. Chapter 349 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 2025-90 was corrected to reflect that the term of Sam Filkins rather than Jeff Gotke is being renewed. Keener made a motion to suspend the rules and take Resolution 2025-90 to its third reading. Mahan seconded. Rules suspended by unanimous roll call vote. Keener made a motion to adopt, with Mahan seconding. Mayor Starr noted that Filkins recently assumed the unexpired term of Gotke, and that this is to approve a new two-year term for Filkins and Jason Hall. Adopted by unanimous vote.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Amber Keener, At Large
SECONDER: James Mahan, First Ward
AYES: Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED: Tammy Woods



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2025-91

Meeting: 09/08/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods,
Category: Finance
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4293

RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO TRANSFER CERTAIN FUNDS.

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

SECTION 1: That the Auditor for the City of Mount Vernon be, and he herewith is, authorized and directed to transfer funds as follows:

1: From account 101.1200.53111, Mayor's Dues/Supplies/Incidentals, to account 101.2320.54111, HR Services Received, in the amount of \$7600.00.

SECTION 2: This Resolution provides for appropriations for the current expenses of the City, and therefore, pursuant to Revised Code Section 731.30, it shall become effective upon its date of passage and approval by the Mayor.

COMMENTS - Current Meeting:

Seavolt made a motion to suspend the rules and take Resolution 2025-91 to its third reading. Keener seconded. Rules suspended by unanimous roll call vote. Seavolt made a motion to adopt, with Keener seconding. Dan Brinkman, auditor, explained that this was to transfer funds from the Mayor's budget line to HR for expenses HR paid to MORPSI that should come through the Mayor's line instead. Adopted by unanimous vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	Amber Keener, At Large
AYES:	Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED:	Tammy Woods



City Council
City of Mount Vernon
Mount Vernon, OH 43050

WITHDRAWN

RESOLUTION 2025-92

Meeting: 09/08/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods,
Category: Finance
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4294

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO PAY BILLS PURSUANT TO SECTION 5705.41 (D), THEN AND NOW CERTIFICATION.

WHEREAS, the Safety-Service Director for the City of Mount Vernon did make the necessary inquiries that these billed amounts as indicated are legitimate and proper and did approve payment in the amounts shown; and

WHEREAS, at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract or order was in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

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

SECTION 1: That the Auditor for the City of Mount Vernon be, and he herewith is, authorized and directed to pay bills as follows:

1. To Cosby Heating & Cooling in the amount of \$33,208.00, from line number 701.2720.53312, Plant Maintenance.

SECTION 2: This Resolution provides for appropriations for the current expenses of the City, and therefore, pursuant to Revised Code Section 731.30, it shall become effective upon its date of passage and approval by the Mayor.

COMMENTS - Current Meeting:

Removed per request of the auditor. Unnecessary.

RESULT: REMOVED



**City Council
City of Mount Vernon
Mount Vernon, OH 43050**

SCHEDULED

RESOLUTION 2025-93

Meeting: 09/08/25 7:30 PM
Dept: Utilities
Ruckman, Hager,
Category: Utilities
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4295

**A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO
THE CITY OF MOUNT VERNON GOVERNMENTAL AGGREGATION PROGRAM
PARTICIPATION AGREEMENT FOR THE CITY OF MOUNT VERNON, KNOX COUNTY,
OHIO; AND DECLARING AN EMERGENCY.**

WHEREAS, in November 2008, the voters of City of Mount Vernon approved a referendum that authorized the City of Mount Vernon to pursue Automatic Governmental Aggregation, a form of government utility aggregation known as “opt-out” aggregation:

WHEREAS, as a Governmental Aggregator, the City will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the Aggregation) for the purpose of competitive retail electric market;

WHEREAS, the City of Mount Vernon, Knox County, Ohio anticipates that utilizing its aggregation authority will provide individual residential and small commercial consumers benefits such as price reductions that these consumers are typically unable to obtain since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers; and

WHEREAS, Council has concluded that it is in the best interest of the City of Mount Vernon, Knox County, Ohio and the City citizens to enter into said supply agreement of the City of Mount Vernon Electric Aggregation Program.

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

SECTION 1: The Safety-Service Director, or his written designee, is hereby authorized and directed to enter into and execute a Governmental Aggregation Program Supply Agreement so that consumers can benefit from working with the City and other Knox County municipalities in the electricity and natural gas aggregation programs.

SECTION 2: That this Resolution is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety, welfare and convenience of the citizens of the City of Mount Vernon, and to allow the Safety-Service director to enter into another agreement with enough time to transition users to the new provider prior to the current agreement’s expiration, and provided it receives the affirmative vote of five or more members of Council, it shall take effect and be in force immediately upon its passage and approval of the Mayor; otherwise, it shall take effect and be in force at the earliest period allowed by law.

COMMENTS - Current Meeting:

Resolution was given its first reading. Ruckman requested a 15-minute Utilities committee meeting to discuss the resolution. Ruckman also noted there was an error on the document, showing the wrong committee member assignments. Requested that the Clerk of Council fix that moving forward.

RESULT: FIRST READING**Next: 9/22/2025 7:30 PM**



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-94

Meeting: 09/08/25 7:30 PM
Dept: Utilities
Ruckman, Hager,
Category: Utilities
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4296

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO APPLY TO THE OHIO PUBLIC WORKS COMMISSION CAPITAL IMPROVEMENT PROGRAM FOR FUNDING ASSISTANCE FOR THE WESTEND SANITARY RENOVATION PROJECT PHASE I; AND DECLARING AN EMERGENCY.

WHEREAS, at its September 4, 2025 meeting, the Utility Commission of the City of Mount Vernon unanimously passed a resolution requesting that Council authorize the City to apply to the Ohio Public Works Commission Capital Improvement Program for funding assistance for the Westend Sanitary Renovation Project Phase I.

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 Public Works Commission Capital Improvement Program for funding assistance for the Westend Sanitary Renovation Project Phase I.

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 to allow sufficient time to draft the application before the due date, 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 was given its first reading. Ruckman requested a 15-minute Utilities committee meeting to discuss the resolution.

RESULT: FIRST READING

Next: 9/22/2025 7:30 PM



**City Council
City of Mount Vernon
Mount Vernon, OH 43050**

ADOPTED

ORDINANCE 2025-26

Meeting: 09/08/25 7:30 PM
Dept: Streets and Public Buildings
Severns, Ruckman,
Category: Street or Alley Vacation
Prepared By: Todd Hill
Initiator: Zac Sherman
DOC ID: 4269

**AN ORDINANCE TO ACCEPT THE VACATION OF AN UNDEVELOPED, PLATTED ALLEY,
IN THE CITY OF MOUNT VERNON, KNOX COUNTY, OHIO; AND DECLARING AN
EMERGENCY.**

WHEREAS, the City Planning Commission, after reviewing the matter, has recommended to accept the petition to vacate an undeveloped, platted alley, adjacent to parcels #66-00180.000, #66-00181.000, #66-00182.000, #6600178.000 and #66-00179.000.

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

SECTION 1: That the petition to vacate a portion of an undeveloped, platted alley, further explained in Exhibit A, be and herewith is accepted.

SECTION 2: 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 of promoting timely development within the City, 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:

08/11/25 City Council **FIRST READING**

Ordinance 2025-26 received a first reading

08/25/25 City Council **SECOND READING**

Law Director Rob Broeren noted that there must be a public hearing, with 30 days notice given to the public, before an alley can be vacated. A 15-minute public hearing will be scheduled.

COMMENTS - Current Meeting:

Severns made a motion to adopt, with Ruckman seconding. Law Director Broeren noted that property owners asking for vacation have holdings on both side of alley. In addition, extending the alley in the future is unlikely, given the lay of the land. Adopted by unanimous vote.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Mel Severns, Councilman
SECONDER: John Ruckman, Second Ward
AYES: Seavolt, Keener, Severns, Mahan, Ruckman, Hager
EXCUSED: Tammy Woods



City of Mount Vernon, Ohio

Development Services

40 Public Square

Mount Vernon, OH 43050

Phone 740-393-2033 | DSM@MountVernonOhio.org

To: Clerk of Council

August 8, 2025

Municipal Planning Commission

Meeting Date: July 10, 2025

Case Number: 2025-MPC-03

Petition to Vacate a platted alley north of Kirk ST between East ST and S McKenzie ST

An application from John and Cathy Goeppinger to vacate an approximately 16.5' x 263' section of undeveloped platted alley located south of East Vine Street, north of Oak Street, east of Boynton Street, and west of Duke Street was submitted for review by the Municipal Planning Commission for a recommendation to City Council.

A public hearing was held and testimony ensued about the proposed vacation. Following testimony:

Austin Swallow made a motion to recommend to Council to approve the Vacation.

Tanner Salyers seconded the motion.

The vote resulted in a 5-0 vote in support of the petition to vacate.

(Yes: Starr, Salyers, Ellsworth, Hawkins, Swallow)

Per §1156.04 Council shall consider the recommendation of the Municipal Planning Commission for the Application for Zoning Amendment and determine the final approval or denial.

Warm Regards,

Lacie Blankenhorn

Lacie Blankenhorn

Development Services Manager

Attachment: Ordinance No. 2025-26 Exhibit A (2025-26 : Vacate Undeveloped Platted Alley)



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 07/10/25 4:00 PM

Dept: Municipal Planning Commission

Category: Lands

Prepared By: Lacie Blankenhorn

Initiator: Lacie Blankenhorn

SCHEDULED

MPC ITEM (ID # 4257)

DOC ID: 4257

**2025-MPC-03 : VACATION PETITION - UNDEVELOPED PLATTED ALLEY BETWEEN
VINE ST, OAK ST, BOYNTON ST, DUKE ST**

Per Codified Ordinance Chapter 1103 a petition for vacation has been submitted for review by the Municipal Planning Commission for a recommendation of approve or deny to City Council.

Description of Request: John and Cathy Goeppinger submitted a vacation petition with an accompanying survey to vacate an undeveloped platted alley that divides one of the parcels that they own along E Vine ST from the remaining 4 parcels they own along E Vine ST and flanked by undeveloped, platted Boynton ST and Oak ST.

The approximately 16.5' wide by 263' long area of undeveloped platted land mirrors the Goeppinger's similar sized parcel 66-00180.000 and divides that parcel from their other 4 parcels 66-00181.000; 66-00182.000; 66-00178.000; 66-00179.000. There are no known City utilities in this area of land.

The survey provided by the Goeppinger's would combine all of their parcels and the area requested for vacation into 1 parcel.

COMMENTS - Current Meeting:

Blankenhorn introduced the case.

C. Goeppinger (sworn in) explained her request to vacate a portion of an undeveloped platted alley that divides the property she and her husband own along East Vine Street. A survey was provided showing the area to be vacated and that will combine the 5 parcels that they own with the vacated portion into 1 property.

Hawkins asks if there was something that was causing this request now, other than annoyance.

C. Goeppinger explained they would like to clean this up as they progress in life and plan to sell in the future. This will legalize ownership of the land they have been maintaining and that divides their property. They feel its best to have ownership of it. They have owned the surrounding property for over 30 years.

G. Curry (sworn in) explained the he own's property next to the Goeppinger's and has lived there for 50 years. The subject alley has never been recognized as an alley. He doesn't think the previous owners new it was platted as such. He doesn't foresee any need to develop the land as an alley. It would not lead to anywhere, as the platted Boynton Street is Center Run. He supports and encourages the request to vacate.

There were no communications received through the Development Services Manager.

Ball said there are no City utilities in this strip of land.

Broeren found an issue. The Goeppinger's deed refers to the original plat that was recorded in the 1870's. The original plat shows an alley, but the measures do not match the measurements on the survey that was provided by the Goeppinger's. Broeren thinks they should be allowed to vacate the alley but the measurement needs to be clarified. The plat shows the Goeppinger's property to be 141' 9". The survey shows their lots plus the alley to be 143.51'. The discrepancy needs to be clarified before anything is recorded. The Goeppinger's deed volume and page is 390/666.

Ball sought to clarify the vacation process, stating an MPC recommendation requires action by City Council.

Broeren said the request could be tabled to allow time for the Goeppinger's to work with their surveyor to sort this out.

Swallow proposed an alternative, that the MPC approve the request based on the Law Director's research.

Hawkins said is not concerned with exactly where the land is that gets vacated.

Swallow questioned why the MPC would make the Goeppinger's return for another meeting.

Broeren said a correct survey is needed for recording.

Swallow agreed and went on to say he doesn't think that affects the decision on whether or not to vacate.

Starr asked if this could be followed up administratively.

Ball suggested, before the request goes to City Council, Administration reviews to ensure that everything is correct.

Salyers said there could be a revised version of the plat.

Starr called for a motion.

Swallow moved to approve the vacation pursuant to final administrative review.

RESULT:	RECOMMEND [5 TO 0]	Next: 7/28/2025 7:30 PM
MOVER:	Austin Swallow, Member	
SECONDER:	Tanner Salyers, Safety Service Director	
AYES:	Starr, Salyers, Ellsworth, Hawkins, Swallow	
ABSTAIN:	Jason West	
EXCUSED:	Eric Diehl	

Petition Page ____ of ____ Pages

Mount Vernon, Ohio

Date: 6/15/25

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

We, the undersigned property owners, owning property on (address) 1000 East Vine Street
 Respectfully petition your honorable body to pass the necessary legislation to Have an alley vacated that divides 43050
the property we own and reside on. This is an
unnamed alley between East Vine Street and Oak
Streets 262.88' in Baynton + Hills Addition. PB 1, Pg 23

Name	Address	Phone
1. <u>Cathy J. Coppingel</u>	<u>1000 E. Vine 43050</u>	<u>740-507-3627</u>
2. <u>John L. Coppingel</u>	<u>1000 E. Vine St 43050</u>	<u>740-507-9018</u>
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Tracy & Mills, Surveyors

Thomas M. Tracy, P.S. 1941-2002
David R. Mills, P.S. 7157
Amy Bernicken, P.S. 8571

LEGAL DESCRIPTION FOR:

John & Cathy Goeppinger
1.049 ACRE
May, 2025

The following real estate being all of Lots 14, 17, 23, and 25, part of Lots 15, 16, 24, and 26, and part of a vacated alley in Boynton and Hills 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 southwest corner of Lot 25, also being the intersection of the east right of way line of Boynton Street (40') and the north right of way line of Oak Street (50'), and being the southwest corner and Point of Beginning for the tract herein described;

Thence along said east line of Boynton Street and the west lines of Lots 25, 23, 17, and 14, North 02° 28' 04" East, 262.12 feet to the northwest corner of Lot 14 in the south right of way line of East Vine Street (54') and in Center Run;

Thence along said south line of East Vine Street and the north lines of Lots 14 and 15, South 87° 35' 52" East, passing through a 5/8" iron pin set at 30.00 feet, a total distance of 173.51 feet to a 3/4" iron pipe found at the northwest corner of Parcel Number 66-00377.000 (George and Sherry Curry, D.V. 414, Pg. 206);

Thence along the west line of said parcel, South 02° 16' 10" West, 262.95 feet to a 5/8" iron pin set in the north right of way line of Oak Street (unmaintained);

Thence along said north line of Oak Street and the south lines of Lots 26 and 25, North 87° 19' 28" West, 174.42 feet to the Point of Beginning, containing 1.049 acre, as surveyed in May, 2025 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, Amy Bernicken, Ohio Professional Surveyor #8571.

North based on the south right of way line of East Vine Street per Survey Volume T, Page 255.

Note: Iron pins set are 5/8" x 30" rebar with plastic cap stamped Tracy & Mills.

All of Parcel Numbers 66-00181.000, 66-00182.000, 66-00178.000, 66-00179.000, 66-00180.000, and 66-00_____.

Deed Volume 390, Page 666.


Amy Bernicken, Surveyor No. 8571
Date: May 28, 2025



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, PS
1921-2018

AMY BERNICKEN, PS
SURVEYOR #8571

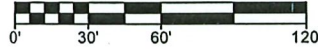
THOMAS M. TRACY, PS
1941-2002

SURVEY FOR:

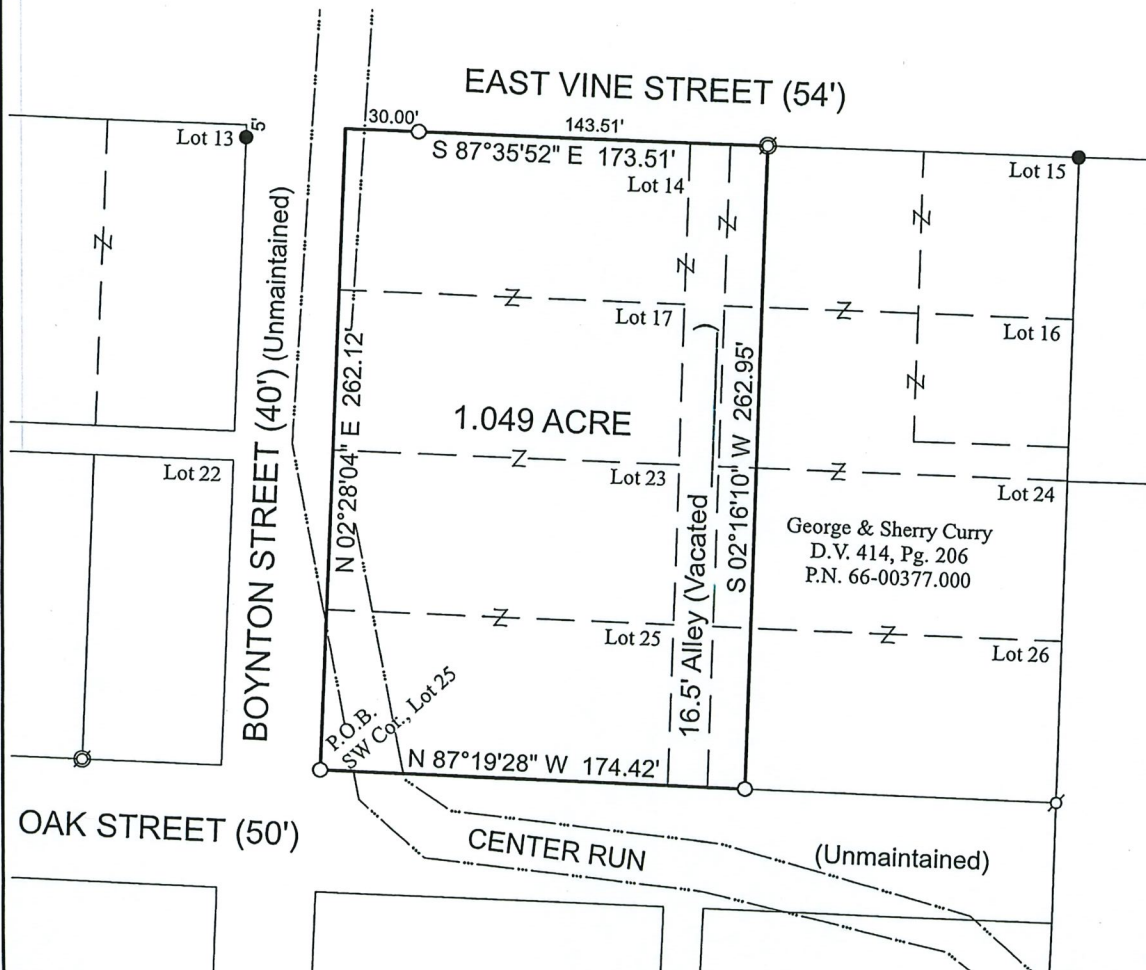
John & Cathy Goeppinger, Deed Volume 390, Page 666

LOCATION: All of Lots 14, 17, 23, and 25, part of Lots 15, 16, 24, and 26, and part of a
vacated alley in Boynton and Hills Addition, City of Mount Vernon, U.S.M.L., Knox County, Ohio

Date: May 28, 2025
Scale: 1" = 60'



PARCEL # 66-00181.000
66-00182.000
66-00178.000
66-00179.000
66-00180.000
66-00 _____



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



North based on the south right of way
line of East Vine Street per Survey
Volume T, Page 255.



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

Attachment: Ordinance No. 2025-26 Exhibit A (2025-26 : Vacate Undeveloped Platted Alley)

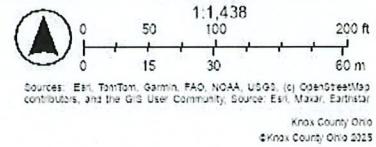
Goeppinger 1000 E Vine ST



7/10/2025, 12:51:48 PM

Parcels

BLUE: Properties owned by Goeppingers
 RED: area requested for vacation





City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2025-28

Meeting: 09/08/25 7:30 PM
Dept: Fire, Police and Civil Defense
Mahan, Seavolt,
Category: Police
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4289

AN ORDINANCE ADOPTING A CYBERSECURITY POLICY FOR THE CITY OF MOUNT VERNON, OHIO, IN ACCORDANCE WITH OHIO REVISED CODE § 9.64; AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio has enacted legislation requiring local governments to adopt cybersecurity policies by September 30, 2025; and

WHEREAS, the protection of City data, systems, and critical infrastructure is essential to maintaining public trust, operational integrity, and continuity of services; and

WHEREAS, the City of Mount Vernon seeks to establish a comprehensive cybersecurity program in compliance with state law and best practices;

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

Section 1. Adoption of Cybersecurity Policy

The City of Mount Vernon hereby adopts the Cybersecurity Policy attached hereto as Exhibit A, which is incorporated by reference and shall govern the City's cybersecurity program.

Section 2. Ransomware Restriction

No ransom demand shall be paid in response to a cybersecurity incident unless authorized by ordinance or resolution of City Council in compliance with Ohio Revised Code § 9.64.

Section 3. Reporting

The City shall report cybersecurity incidents to the Ohio Department of Public Safety, Office of Homeland Security, and the Auditor of State, within the time frames required by law.

Section 4. Confidentiality

Cybersecurity plans, records, and related documentation are deemed non-public records under Ohio law and shall be exempt from public disclosure.

Section 5. Emergency Clause

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 this

policy must be in place by September 30, to comply with the Revised Code, 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:

Ordinance was given its first reading. Mahan requested a 10-minute Fire, Police, and Civil Defense committee meeting to discuss the ordinance.

RESULT: FIRST READING

Next: 9/22/2025 7:30 PM

EXHIBIT A

Cybersecurity Policy for the City of Mount Vernon, Ohio

Section 1. Purpose

The City of Mount Vernon (“City”) is committed to safeguarding the confidentiality, integrity, and availability of its information systems and data. In compliance with Ohio Revised Code § 9.64, this Cybersecurity Policy establishes requirements for risk management, training, incident reporting, and ransomware response.

Section 2. Scope

This policy applies to all elected officials, employees, contractors, vendors, and volunteers who have access to City technology systems, data, or networks.

Section 3. Cybersecurity Program

The City shall maintain a cybersecurity program consistent with recognized best practices, including the **National Institute of Standards and Technology (NIST) Cybersecurity Framework** and **Center for Internet Security (CIS) Controls**. At a minimum, the program shall include:

- **Risk Assessment:** Annual review of vulnerabilities and critical functions.
- **Access Control:** Role-based access, strong authentication, and least-privilege principles.
- **Multi-Factor Authentication (MFA):** Required for remote access and sensitive systems.
- **Encryption:** Encryption of data at rest and in transit.
- **Patch Management:** Timely updates and security patches for all systems.
- **Monitoring & Logging:** Continuous monitoring, detection, and logging of cyber events.
- **Vendor Oversight:** Security due diligence for third-party contractors and service providers.
- **Incident Response Plan:** Documented and tested response procedures.

Section 4. Training & Awareness

All City employees shall receive annual cybersecurity training, with role-based training for IT staff and department heads.

Section 5. Ransomware Restrictions

The City shall not pay ransom demands resulting from a ransomware incident unless:

1. City Council authorizes such payment by ordinance or resolution, and
2. The authorization clearly states why the payment is in the best interest of the City.

Section 6. Reporting Requirements

- The City shall report cybersecurity incidents within **seven (7) days** to the Ohio Department of Public Safety, Office of Homeland Security.
- The City shall provide notice to the Auditor of State as required by law.

Section 7. Confidentiality of Records

All cybersecurity plans, procurement records, and incident documentation shall be maintained as confidential and are exempt from disclosure under Ohio public records law.

Section 8. Compliance & Review

The Utilities Director (or designated Information Security Officer) shall ensure compliance with this policy, provide annual reports to City Council, and recommend updates as needed



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2025-29

Meeting: 09/08/25 7:30 PM
Dept: Employee and Community Rel.
Woods, Keener,
Category: Personnel
Prepared By: Zac Sherman
Initiator: Zac Sherman
DOC ID: 4286 A

AN ORDINANCE TO PROVIDE FOR THE SALARY OF CERTAIN ELECTED OFFICIALS OF THE CITY OF MOUNT VERNON, SPECIFICALLY THE COUNCIL PRESIDENT AND MEMBERS OF COUNCIL; AND DECLARING AN EMERGENCY.

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

SECTION 1: That the following salary schedule be set for the Council President

and

Council Members for the years indicated:

Elected Officials

Salary Per Year

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
City Council President and Council Members	\$9,710.00	\$9,880.00	\$10,053.00	\$10,229.00

SECTION 2: All prior Ordinances governing pay and benefits for the personnel listed in this ordinance 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 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:

Ordinance was given its first reading.

RESULT: FIRST READING

Next: 9/22/2025 7:30 PM