

Legislative Session Minutes

September 22, 2025

COMMITTEE MEETINGS

6:15 - 6:25 p.m.	Elected Official Compensation & IAFF CBA Amendment	Employee and Comm. Rel.
6:25 - 6:35 p.m.	Knox Public Health Contract	Finance
6:35 - 6:50 p.m.	City Aggregation Utility Contracts	Utilities
6:50 - 7:05 p.m.	OPWC Aggregation Funds for Westend Sanitary Sewer	Utilities
7:05 - 7:15 p.m.	Cybersecurity Policy	Fire, Police, & Civil Defense

- Committee Meeting Schedule 9.22.2025

MEETING WILL RECESS UNTIL 7:30 P.M.

CALL TO ORDER

Attendee	Title	Status
Janis Seavolt	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
Amber Keener	At Large	Excused

Seavolt made a motion to excuse Keener and Woods. Severns seconded. Keener and Woods excused by unanimous voice vote 5-0.

INVOCATION

Invocation was given by Pastor Samuel Finneran, Mount Vernon Baptist Temple.

PLEDGE OF ALLEGIANCE

All recited in unison.

ACCEPTANCE OF MINUTES

- City Council - Legislative Session - Sep 8, 2025 7:30 PM

Minutes were accepted by unanimous voice vote 5-0.

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Seavolt, Severns, Mahan, Ruckman, Hager
EXCUSED:	Woods, Keener

RECEIVE PETITIONS AND COMMUNICATIONS

RECEIVE COMMITTEE REPORTS

Committee reports were received without comment.

- Utilities Minutes 09-08-2025
- Streets and Public Buildings Minutes 09-08-2025

LIQUOR CONTROL LICENSE

None

PROCLAMATION

Mayor Matthew Starr delivered a proclamation recognizing September, 2025 as Childhood Cancer Awareness Month in the City of Mount Vernon, Ohio. Camden Curphey and his family were special guests for the proclamation, with Camden Curphey receiving the written proclamation after its recitation.

PERSONS SPEAKING ON MATTERS OF CITY CONCERN

Joshua Morrison spoke regarding the proposed CyberSecurity ordinance. He referenced the city RansomWare attack from 2022, noting that the city's response and recovery efforts were delayed. He mentioned a forensic report of the attack that is protected under attorney-client privilege, and that he would like to know what that report says. He recommended that the deadlines in the CyberSecurity Ordinance for notifying state agencies should be 24 hours, that there should be stated consequences for failing to follow the policy, and that a public communication plan should be attached.

Tom Bellish, President of Buckeye Energy Brokers, spoke regarding a committee meeting from earlier on Sept. 22 where Mark Frye addressed council regarding energy aggregation. Bellish said that it is possible to protect clients from rising rates. He expressed concern that Frye did not name a specific company from which Mount Vernon would receive its energy. He offered documents to council and highlighted the first page, where it states that Mark Frye, while council member and mayor of Sylvania, was a shareholder of Palmer Energy, which serviced Sylvania. Bellish expressed concern that this was a conflict of interest, and stated that he never received a bid for Sylvania during that time. He concluded by thanking the city for being clients of Buckeye Energy for the past ten years.

RESOLUTIONS FOR THIRD READING

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

Ruckman made a motion to adopt Resolution 2025-83. Hager seconded. Resolution adopted by unanimous roll call vote 5-0.

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

RESOLUTIONS FOR SECOND READING

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 2025-93 received a second reading.

RESULT:	SECOND READING	Next: 9/29/2025 7:00 PM
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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 2025-94 received a second reading.

RESULT:	SECOND READING	Next: 10/13/2025 7:30 PM
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RESOLUTIONS FOR FIRST READING

RESOLUTION NO. 2025-95

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A THREE-YEAR CONTRACT WITH KNOX COUNTY FOR INFORMATION TECHNOLOGY SERVICES; AND DECLARING AN EMERGENCY.

Fire, Police and Civil Defense: Mahan, Seavolt

Resolution 2025-95 received a first reading. Mahan informed council that if they desired a committee meeting to discuss this item further, to contact him.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM

RESOLUTION NO. 2025-96

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

Resolution 2025-96 was amended by request of the Auditor prior to the legislative meeting to include a second line under section one, authorizing payments to Bricker Graydon. The amended version was offered to council in writing. Received a first reading.

RESULT: FIRST READING

Next: 9/29/2025 7:00 PM

RESOLUTION NO. 2025-97

A RESOLUTION CONFIRMING THE APPOINTMENT OF LENAN HAGER TO THE SHADE TREE AND BEAUTIFICATION COMMISSION FOR A THREE (3) YEAR TERM; AND DECLARING AN EMERGENCY

Employee and Community Rel.: Woods, Keener

Resolution 2025-97 received a first reading.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM

RESOLUTION NO. 2025-98

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO EXTEND THE CONTRACT OF COMBINATION BETWEEN THE MOUNT VERNON CITY HEALTH DISTRICT AND THE KNOX PUBLIC HEALTH; AND DECLARING AN EMERGENCY.

Finance and Budget: Seavolt, Woods

Resolution 2025-98 received a first reading.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM

RESOLUTION NO. 2025-99

A RESOLUTION TO AUTHORIZE AMENDMENTS TO THE CITY OF MOUNT VERNON, KNOX COUNTY, OHIO ELECTRIC AGGREGATION PLAN OF OPERATION AND GOVERNANCE; AND DECLARING AN EMERGENCY.

Utilities: Ruckman, Hager

Resolution 2025-99 received a first reading. Safety-Service Director Salyers requested a Special Meeting to discuss Resolution 2025-99 and other items. Hawkins asked council if they could attend a 7 p.m. meeting on Monday, Sept. 29. Council Members indicated their ability to do so.

RESULT: FIRST READING

Next: 9/29/2025 7:00 PM

RESOLUTION NO. 2025-100

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON, OHIO TO ENTER INTO CONTRACT WITH ROAD TO FINISH LLC; AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Severns, Ruckman

Resolution 2025-100 received a first reading.

RESULT: FIRST READING

Next: 9/29/2025 7:00 PM

ORDINANCES FOR THIRD READING

ORDINANCES FOR SECOND 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 2025-28 received a second reading. Mahan noted that if council desired a committee meeting to discuss this ordinance, to let him know.

RESULT: SECOND READING

Next: 10/13/2025 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 2025-29 received a second reading.

RESULT: SECOND READING

Next: 10/13/2025 7:30 PM

ORDINANCES FOR FIRST READING

ORDINANCE NO. 2025-30

AN ORDINANCE AUTHORIZING THE RESTRICTION OF PARKING ON ONE SIDE ON MALLARD POINTE.

Streets and Public Buildings: Severns, Ruckman

Ordinance 2025-30 received a first reading. Ruckman requested a 10-minute Streets and Public Buildings Committee Meeting.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM

ORDINANCE NO. 2025-31

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

Employee and Community Rel.: Woods, Keener

Ordinance 2025-31 received a first reading.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM

ORDINANCE NO. 2025-32

AN ORDINANCE AMENDING THE TERMS OF EMPLOYMENT OF BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON FIRE DEPARTMENT WHO ARE MEMBERS OF THE CERTIFIED UNIT KNOWN AS THE MOUNT VERNON FIREFIGHTERS AND PARAMEDICS, I.A.F.F. LOCAL 3712; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Woods, Keener

Ordinance 2025-32 received a first reading.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM

REMARKS FROM THE ADMINISTRATION

Mayor Starr wished everyone a good evening.

Safety-Service Director Salyers noted that budget meetings are coming in October. The COTC Capital Lease is pending, and should be finished soon. There is public concern about the McArthur and E Chestnut intersection in front of St. Vincent de Paul School. There will be a Public Safety meeting on Thursday, Sept. 25 at 4:30 p.m. to discuss concerns. The public is welcome to attend. Salyer noted that significant safety measures have already been put in place, but invites the community to share their concerns and ideas. Salyers said that Tom Bellish, when he spoke earlier that evening, had been slinging insults at Mr. Frye. Salyers noted that OML, the mayor, and he had reasons for switching to Palmer over Buckeye Energy. Salyers did not know that Bellish would attend that evening, and noted that it was unprofessional of him to do so.

Law Director Broeren noted that there have been incidents of vandalism in Hiawatha Park, mainly perpetrated by juveniles. There has also been an adult who has manipulated cameras, potentially entered the women's restroom, and may have been carrying a weapon. He asked the public to share any information they may have regarding these individuals.

REMARKS FROM COUNCIL

Ruckman noted that the third annual Johnny Appleseed Festival is coming on Oct. 3. There will be Celtic fiddlers and a petting zoo. All are invited to attend.

Hager publicly thanked Martin Booker of the Mount Vernon Arts Consortium for his work, noting that he is leaving for Florida and will be missed.

Seavolt noted that this is Homecoming week, with a game on Friday and dance on Saturday for the Mount Vernon Public School. She offered condolences regarding Charlie Kirk, offering a reminder for us all to love one another.

Hawkins noted that Division St. lacks sidewalks, asking if there was anything that could be done to make that area safer.

Mahan mentioned an upcoming project to address this called Safe Routes to School.

Quentin Platt, Assistant City Engineer, spoke, confirming that the project planned will address sidewalks on Martinsburg Rd. and Yellowjacket Dr. Mount Vernon City has been awarded \$300,000 for this project already, and will begin work in 2026. The city may still need to pay between 5-10% of the cost of the project.

ADJOURN AT THE CALL OF THE PRESIDENT

Seavolt made a motion to adjourn. Severns seconded. Meeting adjourned at 8:06 p.m.

Bruce E. Hawkins, President of Council

Zachary Sherman, Clerk of Council

CD on file/th



PRESS RELEASE

City Hall
40 Public Square
Mount Vernon, OH 43050

FOR MORE INFORMATION, CONTACT:

Zac Sherman, Clerk of Council
740-393-9517 Fax: 740-397-6595
zsherman@mtvernonoh.gov

FOR IMMEDIATE RELEASE

September 19, 2025

Mount Vernon City Council Committee Meeting Schedule September 22, 2025

6:15 – 6:25 p.m.	Elected Official Compensation and an IAFF CBA Amendment	Employee and Community Relations
6:25 – 6:35 p.m.	Knox Public Health Contract	Finance
6:35 – 6:50 p.m.	City Aggregation Utility Contracts	Utilities
6:50 – 7:05 p.m.	OPWC Aggregation Funds for Westend Sanitary Sewer	Utilities
7:05 – 7:15 p.m.	Cybersecurity Policy	Fire, Police, & Civil Defense

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



Utilities Committee Meeting Minutes

September 8, 2025 – 6:50 p.m. to 6:58 p.m.

COUNCIL PRESENT:

Bruce Hawkins, President
James Mahan, First Ward
John Ruckman, Second Ward
LeNan Hager, Fourth Ward
Janis Seavolt, At-Large
Amber Keener, At-Large
Mel Severns, At-Large

ABSENT:

Tammy Wood, Third Ward

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Rob Broeren, Law Director
Dan Brinkman, Auditor
Brian Ball, Engineer
Scott Zimmerman, City Inspector
Aaron Rinehart, Utilities Director
Zachary Sherman, Clerk
Cheryl Splain, Knox Pages

Brian Ball, Engineer, noted that this project affects many parcels with wells, and that connecting them to city water would be beneficial. These connections would be optional. The cost of the project is around one million dollars. Much of this would come from the water improvement fund from Clinton. The plan is to eventually extend water access to nearby properties, as well.

Respectfully submitted,

John Ruckman, Chair
Utilities Committee
Mount Vernon City Council

JR/zs



2024-2025

Streets and Public Buildings Committee Meeting Minutes September 8, 2025 – 6:58 p.m. to 7:15 p.m.

COUNCIL PRESENT:

Bruce Hawkins, President
James Mahan, First Ward
John Ruckman, Second Ward
LeNan Hager, Fourth Ward
Janis Seavolt, At-Large
Amber Keener, At-Large
Mel Severns, At-Large

ABSENT:

Tammy Woods, Third Ward

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Rob Broeran, Law Director
Dan Brinkman, Auditor
Brian Ball, Engineer
Aaron Reinhart, Utilities Director
Scott Zimmerman, City Inspector
Zachary Sherman, Clerk
Cheryl Splain, Knox Pages

The committee discussed Resolution No. 2025-71, to apply for Central Ohio Rural Planning Organization (CORPO) dedicated funds to improve the intersection of North Sandusky Street (SR 13), Upper Fredericktown Road and Cassell Road (State Route 13). Engineer Brian Ball noted that the City wants to apply for the grant because safety is an issue there, that the County Engineer and Clinton Township support the project, that sidewalks would be extended north along North Sandusky Street, and that a roundabout is a possibility. Safety-Service Director Tanner Salyers added that the grant would be for planning and design, with construction not starting until 2029. The grant deadline is Aug. 8. No further meetings on the legislation were requested. Resolution No. 2025-71 was up for a second reading at Council's Legislative Session later in the evening.

Respectfully submitted,

Mel Severns, Chair
Streets and Public Buildings Committee
Mount Vernon City Council
MS/zs



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 09/22/25 7:30 PM
Dept: Utilities
Ruckman, Hager
Category: Utilities
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4279

ADOPTED

RESOLUTION 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.

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.

09/08/25 City Council SECOND READING

Resolution 2025-83 was given a second reading.

COMMENTS - Current Meeting:

Ruckman made a motion to adopt Resolution 2025-83. Hager seconded. Resolution adopted by unanimous roll call vote 5-0.

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



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

SCHEDULED

RESOLUTION 2025-93

Meeting: 09/22/25 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.

HISTORY:

09/08/25

City Council

FIRST READING

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.

COMMENTS - Current Meeting:

Resolution 2025-93 received a second reading.

RESULT: SECOND READING**Next: 9/29/2025 7:00 PM**



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-94

Meeting: 09/22/25 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.

HISTORY:

09/08/25

City Council

FIRST READING

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

COMMENTS - Current Meeting:

Resolution 2025-94 received a second reading.

RESULT: SECOND READING

Next: 10/13/2025 7:30 PM



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

SCHEDULED

RESOLUTION 2025-95

Meeting: 09/22/25 7:30 PM
Dept: Fire, Police and Civil Defense
Mahan, Seavolt
Category: Contract
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4298

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A THREE-YEAR CONTRACT WITH KNOX COUNTY FOR INFORMATION TECHNOLOGY SERVICES; 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 enter into a three-year contract with Knox County for Information Technology Services (attached as Exhibit A).

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to provide uninterrupted ongoing IT services and support, 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 2025-95 received a first reading. Mahan informed council that if they desired a committee meeting to discuss this item further, to contact him.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM

INDEPENDENT CONTRACTOR AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT ("Contract") is made on _____, _____, between the City of Mount Vernon, Ohio (the "City"), 40 Public Square, Mount Vernon, Ohio 43050 and the Board of Commissioners for Knox County, Ohio, 117 East High Street, Mount Vernon, Ohio 43050 ("Independent Contractor").

WHEREAS, Independent Contractor has represented that they are capable of providing information technology services for the City.

NOW THEREFORE, the parties agree as follows:

1. City does hereby contract with the Independent Contractor to provide the information technology services for the City consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A".
2. The parties accept the above recitals as true and correct and incorporate them as stated herein.
3. **Term. This Contract shall be in force for a period of three (3) years, starting on February 1, 2026, and ending January 31, 2029.**
4. Compensation. The Independent Contractor shall be paid as outlined and for the services contemplated by the Scope of Work attached hereto as Exhibit "A".
5. All goods and/or services provided by Independent Contractor shall be performed and/or provided in a good and workmanlike fashion in compliance with any applicable industry standards and any applicable codes and regulations.
6. The Independent Contractor shall maintain any and all proper and applicable licensing.
7. The Independent Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work or services governed hereunder, any necessary insurance coverages. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Independent Contractor under this contract.
8. Governing Law. All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Ohio. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Knox County, Ohio. Independent Contractor waives any and all rights to have this action brought in any place other than the State courts of Ohio located in Knox County, Ohio, under applicable venue laws. Independent Contractor hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no courts other than those stated above.
9. General. The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Independent Contractor agrees to sign all such documents and do all such things as may be necessary or desirable to completely and

effectively carry out the terms and conditions of this Contract. Time shall be of the essence in this Contract. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Independent Contractor agrees this Contract is consummated and entered into in Mount Vernon, Ohio.

10. Severability. Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract. •

11. Independent Contractor agrees to add City as an additional insured on its comprehensive general liability insurance policy for against any and all liability, obligation, loss, cost, damage and expense, including without limitation, reasonable attorneys' fees, expenses and court costs, paid or suffered by City as a result of or in connection with any of Independent Contractor's (or its employees, agents, contractors, and representatives) activities or performance of the Services under this Agreement

12. Independent Contractor shall not be construed to be the agent, servant or employee of the City or of any elected or appointed official thereof, for any purpose whatsoever, and further Independent Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or in tort, as the agent, servant, or employee of the City.

13. The Contract shall be binding upon the parties hereto, their successors and assigns.

14. This Contract shall not be assigned by Independent Contractor without the express written consent of the City.

15. It is understood that Independent Contractor, including any of its employees or agents, is an independent contractor and not an agent or employee of the City for any purpose including, but not limited to, federal tax and other state and federal law purposes. The Independent Contractor assumes responsibility for payment of all.

federal, state, and local taxes imposed or required of the Independent Contractor under unemployment insurance, Social Security, and income tax laws. Independent Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide the City with proof of insurance upon demand.

The parties agree that the City will not:

- (a) Pay dues, licenses, or membership fees for Independent Contractor.
- (b) Control the method, manner or means of performing and providing the goods and services within Exhibit "A"; or

(c) Restrict or prevent Independent Contractor from working for any other party except as specially provided for in non-compete agreements entered into between the parties for independent consideration.

The City does not have the right or power to enter into any contract or commitment on behalf of the Independent Contractor, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Independent Contractor, or executing documents on the Independent Contractor's behalf.

16. Citizenship. The Independent Contractor shall not employ individuals not licensed or legally permitted to work in the United States of America.

17. Entire Agreement. This contract sets forth the entire understanding of the parties regarding the subject matter and may not be amended except by a written instrument signed by the parties.

For the Board of Commissioners of Knox County, Ohio:

_____	_____
Signature	Date

For the City of Mount Vernon, Ohio

_____	_____
Signature	Date

Exhibit A.**JOINT I.T. PROPOSAL****Staffing**

Director of IT Services

Assistant Director of IT Services (Systems / Server Administrator)

Network Administrator

Senior IT Support Specialist

IT Support Specialist

Technical Administrative Assistant

Digital Communications Coordinator

Services Performed

- Manages all versions of Windows PCs and Windows Servers
- Updates software and deploys security patches.
- Manages all networking hardware including firewalls.
- Manages Multi-Factor Authentication system for increased security.
- Manages all printers and scanners.
- **Email and Website Systems**
- Remote Access through secure VPNs
- Security compliance standards including HIPAA, PCI, CJI
- Manage backup software.
- Tests and verifies backups regularly.
- Oversees Courtroom Recording and Communication equipment.
- Works with vendors utilizing Government contracts and pricing for procurement.

Software Costs

Includes Remote tools, Anti-Virus software, Patch Management software, DNS filtering, Admin by Request, Password management. Per Device.

Computers + Servers: \$95.00ea /year*

*Cost estimate based off current rates from software vendors, charged at County cost.

Managed Detection and Response Cybersecurity Services – Optional

Includes Adlumin Cybersecurity Managed Detection and Response services which integrates into the antivirus software and provides 24/7/365 security operations center support.

Computers + Servers: \$80.00ea/year*

*Cost estimate based off current rates from software vendor, charged at County cost.

Miscellaneous Equipment and Supplies

The City shall appropriate \$2,500 yearly to the purchase of miscellaneous electronic equipment and supplies as needed by the City (cables, adapters, connectors, accessories) with any remaining funds returned at the end of the calendar year. Receipts will be made available to the City as expenditures are made with a running total for that calendar year.

Proposed Contract Rates

2026: \$180,000

2027: \$185,400 (3% increase)

2028: \$190,962 (3% increase)

Proposed rates shall be paid every 6 months starting **July 1, 2026**. Knox County shall invoice the City of Mount Vernon for each payment. Cost for hardware devices and software licensing shall be billed to the City separately as incurred.

INDEPENDENT CONTRACTOR AGREEMENT FOR VOIP TELEPHONY SERVICES

THIS AGREEMENT ("Contract") is made on _____, _____, between the City of Mount Vernon, Ohio (the "City"), 40 Public Square, Mount Vernon, Ohio 43050 and the Board of Commissioners for Knox County, Ohio, 117 East High Street, Mount Vernon, Ohio 43050 ("Independent Contractor").

WHEREAS, the City has replaced its analog phone system with a VoIP phone system and

WHEREAS, the City wishes to include operation and maintenance of the VoIP phone system in conjunction with its existing Information Technology Services Contract with the Independent Contractor.

NOW THEREFORE, the parties agree as follows:

1. Extension Coverage and Maintenance:

- a. The City agrees to pay Independent Contractor at a rate of eighteen dollars (\$18.00) per extension per month for telephone maintenance services, in addition to those services as outlined in the Contract.
- b. Independent Contractor agrees to provide maintenance services for all extensions covered under this agreement, ensuring proper functioning, and addressing any issues promptly.
- c. The City currently has 170 extensions in use. The City will update Independent Contract with the number of extensions in use each month.

2. Payment Terms:

- a. City agrees to pay all invoices issued by Independent Contractor for all services provided under the Contract within 30 days of receipt.
- b. In the event that payment is not made within the specified timeframe, City shall incur a penalty of three percent (3%) of the total invoice amount for each month the payment is delayed.

3. Terms and Conditions:

- a. This Contract shall be considered an integral part of the existing Information Technology Services Contract between Independent Contractor and the City and shall be governed by the terms and conditions set forth therein, unless otherwise stated herein.
- b. Any disputes arising from this Contract shall be resolved in accordance with the dispute resolution mechanism outlined in the Information Technology Services Contract.

4. Duration:

This Contract shall remain in effect for the duration of the Contract, unless terminated earlier in accordance with the term of the Information Technology Services Contract or by mutual agreement of the Parties.

5. Signatures:

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be executed and delivered electronically.

For the Board of Commissioners of Knox County, Ohio:

_____	_____
Signature	Date

For the City of Mount Vernon, Ohio

_____	_____
Signature	Date

Attachment: Ex A - County IT Contract 26-29 (2025-95 : County IT Contract 26-29)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-96

Meeting: 09/22/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4300

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 Zachin & Rich Co., LPA, in the amount of \$6,405.00, from line number 101.2320.54111, Services Received.

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:

Resolution 2025-96 was amended by request of the Auditor prior to the legislative meeting to include a second line under section one, authorizing payments to Bricker Graydon. The amended version was offered to council in writing. Received a first reading.

RESULT: FIRST READING

Next: 9/29/2025 7:00 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-97

Meeting: 09/22/25 7:30 PM
Dept: Employee and Community Rel.
Woods, Keener
 Category: Appointment
 Prepared By: Zac Sherman
 Initiator: Zac Sherman
DOC ID: 4297

A RESOLUTION CONFIRMING THE APPOINTMENT OF LENAN HAGER TO THE SHADE TREE AND BEAUTIFICATION COMMISSION FOR A THREE (3) YEAR TERM; 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 Council for the City of Mount Vernon confirms the appointment of LeNan Hager, Council Member, Fourth Ward to the Shade Tree and Beautification Commission. Term to commence September 22, 2025 and end September 22, 2028.

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

COMMENTS - Current Meeting:

Resolution 2025-97 received a first reading.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-98

Meeting: 09/22/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Community Relations
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4299

**A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO
EXTEND THE CONTRACT OF COMBINATION BETWEEN THE MOUNT VERNON CITY
HEALTH DISTRICT AND THE KNOX PUBLIC HEALTH; AND DECLARING AN
EMERGENCY.**

WHEREAS, Ohio Revised Code Section 3709.07 provides for the union of health districts and the procedure to be followed in effecting such union, specifically the execution of a contract between the combined health districts;

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

SECTION 1: That the Safety-Service Director, on behalf of the City of Mount Vernon, is authorized and directed to extend and continue the contract of combination originally executed on March 9, 1983 between the Board of Knox Public Health and the City of Mount Vernon, and last renewed in December 2022, a copy of the contract is attached as Exhibit A.

SECTION 2: The budget for the operation of the Knox Public Health shall be estimated by the Board of Health and fixed by the Knox County Budget Commission pursuant to Section 3709.28 of the Ohio Revised Code. For the period beginning January 1, 2026, and ending December 31, 2028, the City of Mount Vernon shall contribute the following to the Knox Public Health budget:

<u>2026</u>	<u>2027</u>	<u>2028</u>
\$93,000.00	\$95,790.00	\$98,663.70

SECTION 3: This contract shall be effective on January 1, 2026, and shall remain in force until December 31, 2028, or upon one party giving at least four (4) months prior written notice of intention to withdraw or terminate to the other party hereto. All further terms of the original contract shall remain in force.

SECTION 4: 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 providing continuous funding of the Knox

Public Health, 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 2025-98 received a first reading.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-99

Meeting: 09/22/25 7:30 PM
Dept: Utilities
Ruckman, Hager
Category: Utilities
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4301

**A RESOLUTION TO AUTHORIZE AMENDMENTS TO THE CITY OF MOUNT VERNON,
KNOX COUNTY, OHIO ELECTRIC AGGREGATION PLAN OF OPERATION AND
GOVERNANCE; AND DECLARING AN EMERGENCY.**

WHEREAS, the Ohio legislature has enacted electric deregulation legislation which authorizes the legislative authorities of townships and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

WHEREAS, governmental aggregations provide an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually; and

WHEREAS, On November 8, 2011 a majority of voters in various communities in the City of Mount Vernon, Knox County, Ohio approved a referendum that approved the formation of an "opt-out" governmental aggregation program pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the City; and

WHEREAS, The City desires to change its aggregation consultant and finds that certain other updates are needed in the Electric Aggregation Plan of Operation and Governance.

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

SECTION 1: That the Council hereby adopt the Amended City of Mount Vernon, Knox County, Ohio Plan of Operation and Governance, (attached hereto and incorporated herein by reference as Exhibit A) for the implementation and administration of the City's electric aggregation program in accordance with Section 4928.20 of the Ohio Revised Code.

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 of securing a new contract before the expiration of the City's current aggregation contract, 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 2025-99 received a first reading. Safety-Service Director Salyers requested a Special Meeting to discuss Resolution 2025-99 and other items. Hawkins asked council if they could attend a 7 p.m. meeting on Monday, Sept. 29. Council Members indicated their ability to do so.

RESULT: FIRST READING**Next: 9/29/2025 7:00 PM**

Amended City of Mount Vernon, Knox County Ohio

Electric Power Aggregation Plan of Operation and Governance

Amended _____, 2025

Amended - City of Mount Vernon, Electric Power Aggregation Plan of Operation and Governance

I. INTRODUCTION

Amended Substitute Senate Bill 3 (“S.B. 3”) opened Ohio’s retail electric market as of January 1, 2001. S.B. authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation services, power marketing, and power brokering as competitive retail electric services. The legislation gave the Public Utilities Commission of Ohio (“PUCO”) authority to adopt rules regarding the development of a competitive retail electric market in Ohio and authority to promulgate rules on government aggregation.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reductions since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by municipality, provides the means through which Mount Vernon residential and small-commercial consumers may obtain the economic benefits of Ohio’s competitive retail electric market. The Mount Vernon Aggregation Program combines the electric loads of residential and small commercial customers to form a buying group (“Aggregation Group”). The City of Mount Vernon will act as Purchasing Agent for the Aggregation Group. This means that Mount Vernon will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of AEP Ohio customers in the City to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

II. PROCESS

On November 8, 2011, the voters of City of Mount Vernon and the unincorporated areas approved the development of a form of government electric aggregation known as “opt-out” aggregation. Under the opt-out program, all eligible residential and small-commercial customers in the City are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the City Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the City’s voters.

In addition to obtaining necessary City Council approvals, the City is also required to comply with various PUCO regulations. The City will file an application with the PUCO for certification as a Government Aggregator as soon as the City Approves the Plan, As required by regulations, the City developed this Aggregation Plan of Operation and Governance (“Plan”). As required by the PUCO’s regulations, The City advertised and scheduled two public hearing dates to discuss the Plan. The Opt-out notice for the City’s Program will be sent

to all electric customers in the City upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

The City has decided to use an energy consultant to assist it in the establishment and implementation of its aggregation program. An RFP will be issued to select the best CRES supplier to provide electric power for the Mount Vernon Aggregation Program. Under this program, AEP Ohio still deliver the electricity purchased from the City's selected provider to customers of the program. Such customers will receive only one bill (from AEP Ohio), and all metering, repairs and emergency service will continue to be provided by AEP Ohio.

III. **DEFINITIONS.**

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Aggregation Program" means the program developed by the City of Mount Vernon, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide AEP Ohio customers in the City with retail electric generation services.

"Government Aggregator" means the City and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

"Member" means a person or consumer enrolled in the Mount Vernon Government Aggregation Group for competitive retail electric services.

"Retail Electric Generation Provider" ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by the City to be the entity responsible to provide the required service related to Government Aggregation as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

"Competitive Retail Electric Service" ("CRES") means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

IV. **OPERATIONAL PLAN:**

A. **Aggregation Services**

1. Provider: Mount Vernon will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its members. The City will select a supplier following a Request for Proposal (RFP) process administered by its consultant. The selected supplier shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The selected supplier must provide the City or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to the City or its authorized consultant within 30 days. The selected supplier must have local and/or a toll-free number for Members to call.

2. Database: The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, AEP Ohio account number, and Retail Electric Generation Provider's account of the Member and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Retail Electric Generation Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter the Program; 3) relocate within eligible areas within the City; and 4) move into the City and desire to enter the Program. This database shall also be able capable of eliminating PIPP customers, mercantile accounts, and commercial accounts using more than 700,000 KWh annually from the Program as well as those who have previously switched to an alternate supplier or previously opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.
3. Member Education: The Retail Electric Generation Provider will develop, with the assistance of the City and its authorized consultant, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the City or the Provider. See Appendix A for a detailed description of the Education Process.
4. Customer Service: The Retail Electric Generation Provider will develop and administer a customer service process that, at a minimum, will be able to accommodate: 1) Member inquiries and complaints about billing; and 2) answer questions regarding the Program in general. This process will include at a minimum, a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.
5. Billing: Mount Vernon will use the Retail Electric Generation Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, AEP Ohio will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, the Mount Vernon may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.
6. Compliance Process: The Retail Electric Generation Provider will develop internal controls and processes to ensure the City remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider's responsibility to deliver periodic reports that will include at a minimum 1) the number of Members participating in the Program; and 2) a savings estimate or increase from the previous year's baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.
7. Notification to AEP Ohio: Mount Vernon's potential Aggregation consumers that do not opt-out of the City's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the City's Aggregation Group will not be asked to take other

affirmative steps in order to be included in the Group. To the extent that AEP Ohio requires notification of participation, the City and its consultant will coordinate with its Provider to provide such notice to AEP Ohio. The Provider will inform AEP Ohio of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

The Power Supply Agreement will provide for the Provider to serve the City's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be determined following the RFP process.

C. Mount Vernon's Retail Electric Generation Provider

The selected Provider must satisfy each of the following requirements:

- Has a sufficient source of power to provide retail firm power to the residents and businesses of Mount Vernon.
- Is a licensed Federal Power Marketer license with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with AEP Ohio.
- Has a Service Agreement for Network Integration Transmission Service under AEP Ohio's Open Access Transmission Tariff.
- Has the corporate structure to sell retail firm power to the AEP Ohio customers in the City.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the AEP Ohio retail electric customers in Mount Vernon.
- Has the marketing ability to reach all AEP Ohio retail electric customers to educate them on the City's Aggregation Program.
- Has a call center capable of handling the City's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and potential complaints related to the City's Aggregation Program.
- Will hold the City financially harmless from any financial obligations arising from supplying power to the AEP retail electric customers in the City.
- Satisfies the State of Ohio's, AEP Ohio and the City's credit requirements.
- Will execute the Power Supply Agreement.
- Will provide necessary information to the City's selected consultant and the City to allow for filing the quarterly and annual reports required by the PUCO and Sections 4805.10(A), 4911.18(A) and 4928.06(F) of the Ohio Revised Code.
- Will assist in developing a Consumer Education Plan.

D. Activation of Service

After a notice is sent out to all electric customers in the city providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

E. Changes, Extension or Renewal of Service

The Agreement for power supply service with the selected Provider will provide service for the term agreed upon following the RFP process. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO, as to any change in rates or service conditions. At least every three years all AEP Ohio's customers in the City will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to AEP Ohio Standard Service Offer.

F. Termination of Service

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to Ohio Power's Standard Service Offer upon termination.

G. Opt-In Procedures

AEP Ohio customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Provider that they do not want to participate. AEP Ohio consumers in the City may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether to accept them into the Program, and, if so, at what rate, subject to written policies mutually agreed upon by the City and the Provider. The agreed upon policy in the Contract shall be consistent with the AEP Ohio's service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the City shall retain their participant status.

H. Opt-out Procedures

AEP Ohio consumers may opt-out of the City's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the City. Aggregation Group participants who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Members who opt-out of the Aggregation Group will default to the AEP Ohio Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

Residential and Commercial Rates:

Through the efforts of its consultant, the City will seek proposal from PUCO certified Retail Electric Generation Providers. The RFP shall require the suppliers to offer a generation charge for firm, full-requirements supply. The selected Provider may provide a fixed price per KWh or “percent-off” pricing structure by customer rate classification or customer class. The prices to be charged to consumers will be set through a formal bid process in which the City of Mount Vernon will select a qualified supplier. Consumer will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the City limits. An opt-out notification will be sent to all eligible residents and business in accordance with PUCO guidelines.

J. Universal Service and Low-Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) The Home Energy Assistance Program; 3) The Home Weatherization Program. Ohio law allows the Director of the Ohio Department of development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State’s PIPP customer aggregation. In the event that Ohio law and PUCO regulations are modified to allow PIPP participation, PIPP customers would be included in the City’s aggregation program unless they choose to opt out.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. City Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The City shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The City will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The City will require the Provider to maintain either a toll-free telephone number, or a telephone number, that is local to City residents who are Members.
- E. All costs of the Aggregation Program development/administration will be paid through the inclusion of an adder that will be added to Member bills.

VI. LIABILITY

THE CITY SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE CITY OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

Potential participants can receive more information about the program or Copies of this Plan from the City free of charge by calling 740-393-9517.

Any electric customer, including any participant in the City's Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or EDU. The PUCO may be reached toll free at 1-800-686-7826. The PUCO may be reached at 1-800-686-1570 for all TDD/TYY calls. The Ohio Consumers' Counsel may be reached at 1-877-742-5622.

Appendix A -- Education Process

The Provider will develop an educational program in conjunction with the City and its energy consultant. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each eligible consumer within the limits of the City will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.
2. The Provider will work with the City to provide opportunities for educating residents in the City about the Program and their rights under the law, PUCO rules and this Program. In addition, the Provider and City will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO. See attached Terms and Conditions document.
4. The opt-out opportunity will be provided to the Members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

Appendix B --- Customer Service Plan

A. Member Access:

1. Provider shall ensure Members reasonable access to their service representatives for inquiries, complaints, to discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

_____ **Corporation**
Address: _____
City: _____, _____
Toll-free telephone number: 1- _____
Hours: _____

3. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers.

B. Member Complaints:

1. Provider shall investigate Member complaints (including complaints referred by EDU) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer, when the complaint is made directly to Provider; or
 - b. The consumer and The PUCO Staff ("Commission Staff"), when a complaint is referred to Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, Provider shall provide status reports to the consumer, the City and its consultant or, if applicable, to the consumer, the City, its consultant and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. The Provider shall inform the consumer, or the consumers, the City, its consultant, and the Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the City, its consultant and the Commission Staff may request the report in writing.
4. If a residential consumer disputes the Provider report, it shall inform the consumer that the Commission Staff is available to help resolve informal complaints. Provider shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.
5. Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the Commission Staff within five calendar days of request.

6. Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. The Provider shall arrange for AEP Ohio or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for the Provider shall be accurate and understandable, be rendered at intervals consistent with those of AEP Ohio, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
 - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, Provider account number;
 - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
 - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
 - d. For Member-generators with net metering contracts, a statement of the net metered generation;
 - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
 - f. An identification of the provider of each service appearing on the bill;
 - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:
 - a. Fourteen days after the postmark date on the bill for residential Member; and Twenty-one days after the postmark date on the bill for nonresidential Members;
 - b. Current balance of the account, if a residential Member is billed according to a budget plan;
 - c. Options and instructions on how Members may make their payments;
 - d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
 - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
 - f. The OP 24-hour local/toll-free telephone number for reporting service emergencies;
 - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
 - h. An explanation of any codes and abbreviations used.

3. If applicable, the provider, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
5. The City and Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

AEP Ohio's credit and collection policies will apply to Program Members and shall be administered by AEP Ohio. Neither the Governmental Aggregator, nor the Provider, will implement additional policies with respect to credit, deposits and collections. Failure to pay for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider, and return the Member to AEP Ohio's Standard Service Offer.



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-100

Meeting: 09/22/25 7:30 PM
Dept: Streets and Public Buildings
Severns, Ruckman
Category: Contract
Prepared By: Zac Sherman
Initiator: Zac Sherman
DOC ID: 4306

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON, OHIO TO ENTER INTO CONTRACT WITH ROAD TO FINISH LLC; AND DECLARING AN EMERGENCY.

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

SECTION 1: That the Safety-Service Director for the City of Mount Vernon be and he herewith is authorized and directed to enter into contract with Road to Finish LLC to provide construction inspection services in 2025.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that an emergency exists in the usual daily operation of the various departments of the municipal government, and to have continued oversight to ensure high-quality public infrastructure at Liberty Crossing, 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 2025-100 received a first reading.

RESULT: FIRST READING

Next: 9/29/2025 7:00 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2025-28

Meeting: 09/22/25 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.

HISTORY:

09/08/25

City Council

FIRST READING

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

COMMENTS - Current Meeting:

Ordinance 2025-28 received a second reading. Mahan noted that if council desired a committee meeting to discuss this ordinance, to let him know.

RESULT: SECOND READING**Next: 10/13/2025 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: 09/22/25 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.

HISTORY:

09/08/25

City Council

FIRST READING

Ordinance was given its first reading.

Ordinance 2025-29

Meeting of September 22, 2025

COMMENTS - Current Meeting:

Ordinance 2025-29 received a second reading.

RESULT: SECOND READING

Next: 10/13/2025 7:30 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2025-30

Meeting: 09/22/25 7:30 PM
Dept: Streets and Public Buildings
Severns, Ruckman
Category: Streets
Prepared By: Rob Broeren
Initiator: Lindsay Hoar
DOC ID: 4302

AN ORDINANCE AUTHORIZING THE RESTRICTION OF PARKING ON ONE SIDE ON MALLARD POINTE.

WHEREAS, the Home Owners Association for Mallard Pointe requested that the City prohibit on-street parking on the side of Mallard Pointe where mailboxes are located; and

WHEREAS, the Safety-Service Director issued a sixty-day temporary parking restriction prohibiting on-street parking on the side of Mallard Pointe where the mailboxes are located; and

WHEREAS, the Safety-Service Director has reviewed the proposed change and inquired about its effect upon nearby property owners; and

WHEREAS, the Council of the City of Mount Vernon has determined that it is appropriate to prohibit on-street parking on the side of Mallard Pointe where mailboxes are located based on this request.

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

SECTION 1: That the Safety-Service Director is authorized and directed to prohibit on-street parking on the side of Mallard Pointe where mailboxes are located.

SECTION 2: That this Ordinance be recorded in Title III, Section 305 of Traffic Control, of the Codified Ordinances of the City of Mount Vernon.

COMMENTS - Current Meeting:

Ordinance 2025-30 received a first reading. Ruckman requested a 10-minute Streets and Public Buildings Committee Meeting.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2025-31

Meeting: 09/22/25 7:30 PM
Dept: Employee and Community Rel.
Woods, Keener
Category: Salary
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4304

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

WHEREAS, the City of Mount Vernon's Compensation Review Commission met on September 17, 2025 to make a recommendation for the City Treasurer's salary for the years 2026 to 2029; and

WHEREAS, after reviewing similarly sized municipalities, that the Commission unanimously recommended a salary of \$15,000 for 2026, with annual increases through 2029 (See Memorandum of Meeting attached as Exhibit A).

NOW, THEREFORE, 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, Council Members, and City Treasurer for the years indicated:

<u>Elected Official</u>	<u>Salary Per Year</u>			
	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Treasurer	\$15,000.00	\$15,262.50	\$15,529.59	\$15,801.36

SECTION 2: That Ordinances in conflict with this Ordinance are 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 to set the City Treasurer's salary before the positions next election as required by the Ohio Revised Code, 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 2025-31 received a first reading.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM

Elizabeth Turner
 Director of Human Resources
 Merit Systems Administrator
 Ph: (740) 462-3147
 40 Public Square
 Mount Vernon, Ohio 43050



Sarah Wisenbarger
 Human Resources Generalist
 Ph: (740) 462-1852
 40 Public Square
 Mount Vernon, Ohio 43050

From the Office of the Director of Human Resources

Compensation Review Commission Recommendation – Elected Treasurer Salary
Meeting Held: September 17, 2025 at 4:30pm in City Hall Council Chambers.

Members present: Mayor Matt Starr, Tanner S. Salyers, Daniel Brinkman, LeNan Hager, Elizabeth Turner

Honorable Members of Council,

On behalf of the Compensation Review Commission, and pursuant to its statutory duties, I submit for the public record the Commission's formal recommendation regarding the compensation of the City of Mount Vernon's elected Treasurer.

After review of comparable municipalities and discussion regarding the responsibilities of the office, the Commission recommends that the salary of the elected Treasurer be established at \$15,000 annually, with a built-in yearly increase of 1.75% effective January 1, 2026.

This recommendation is both modest and reasonable when measured against peer communities. For comparison:

- The City of Athens provides its Treasurer with \$16,166 annually, with a 1.75% yearly increase.
- The City of Chillicothe sets its Treasurer's salary at \$12,000 annually.
- The City of Lancaster provides \$33,876 annually for its Treasurer.

The Commission believes this adjustment appropriately balances fiscal responsibility with the need to fairly compensate the elected Treasurer in alignment with comparable Ohio municipalities.

Let the record reflect that the Compensation Review Commission voted unanimously in favor of this recommendation.

Respectfully submitted,

Elizabeth Turner

Elizabeth Turner
 Human Resources Director / Clerk to the Commission
 City of Mount Vernon

Attachment: Ex A - CRC Recommendation to Council - Treasure Salary (2025-31 : Treasurer Salary for 2026 - 2029)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2025-32

Meeting: 09/22/25 7:30 PM
Dept: Employee and Community Rel.
Woods, Keener
Category: Unions
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4305

**AN ORDINANCE AMENDING THE TERMS OF EMPLOYMENT OF BARGAINING UNIT
EMPLOYEES OF THE CITY OF MOUNT VERNON FIRE DEPARTMENT WHO ARE
MEMBERS OF THE CERTIFIED UNIT KNOWN AS THE MOUNT VERNON FIREFIGHTERS
AND PARAMEDICS, I.A.F.F. LOCAL 3712; AND DECLARING AN EMERGENCY.**

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

SECTION 1: That this Ordinance amends the Collective Bargaining Agreement between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712, and the City of Mount Vernon, Ohio covering the term July 1, 2024 to June 30, 2027, to include the Memorandum of Understanding regarding inclusion of the newly created position of Community Risk Reduction Inspector and Educator within the bargaining unit (Attached as Exhibit A) as if fully rewritten.

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 to immediately begin the process to fill this new position within the Mount Vernon Fire Department, this 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 2025-32 received a first reading.

RESULT: FIRST READING

Next: 10/13/2025 7:30 PM

MEMORANDUM OF UNDERSTANDING September 2025

Between



and The International Association of Fire Fighters, Ohio Association of Professional Firefighters,
Mount Vernon Firefighters and Paramedics, Local 3712

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Mount Vernon (“City”) and the International Association of Fire Fighters, Ohio Association of Professional Firefighters, Mount Vernon Firefighters and Paramedics, Local 3712 (“Union”), for the purpose of amending Article 2 – Union Recognition of the Collective Bargaining Agreement, Article 18 – Hours and Overtime, and Article 33- Wages of the Collective Bargaining Agreement effective July 1, 2024 through June 30, 2027.

BACKGROUND

- The City and the Union are parties to a Collective Bargaining Agreement identified as:
 - Agreement Number: 1252-05
 - SERB Case Number: 24-MED-07-0712
 - SERB Number: 44779
- The parties agree to update the list of bargaining unit classifications to reflect current and future operational needs. The parties agree that the new position will follow all of the other applicable 40-hour work week articles

AGREED UPON MODIFICATION

Article 2.1 – Bargaining Unit Inclusions shall be amended to add a sixth classification to the list of bargaining unit positions. The revised section shall read as follows *(new language in italics, underlined, and highlighted)*:

2.1 Bargaining Unit Inclusions

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

1. Fire Captain
2. Fire Lieutenant
3. Firefighter/EMT
4. Firefighter/Paramedic
5. EMS Coordinator/Training Lieutenant (Assigned by Chief)
6. *Community Risk Reduction Inspector and Educator*

33.1 The wages of Fire Department employees are outlined in Appendix A.

ARTICLE 18- HOURS AND OVERTIME The revised section shall read as follows *(new language in italics, underlined, and highlighted)*:

Article 18.8- EMS/Training Coordinator *and Community Risk Reduction Inspector and Educator* Work Week (40 Hour)- The normal work week for the EMS/Training Coordinator *and Community Risk Reduction Inspector and Educator* shall be forty (40) hours in pay status, exclusive of time allotted for meals. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one-and-one-half (1 ½) times the straight time hourly rate. Alternatively, the hours worked may be flexed hour for hour within the pay period at the request of the employee subject to the approval of the Chief.

Article 33- WAGES The revised section shall read as follows (new language in italics, underlined, and highlighted):

Article 33.1- The wages of fire Department employees are outlined in Appendix A.

New Wages

Community Risk Reduction Inspector and Educator Starting wage: \$38.71 in 2025 and follow collective bargaining percentages annually moving forward.

EFFECTIVE DATE

This modification shall be incorporated into the existing CBA and shall take effect upon execution of this MOU by both parties.

RATIFICATION

Both parties acknowledge that this MOU is subject to approval and ratification by their respective governing bodies, as required by law and internal procedures.

SIGNATURES

For the City of Mount Vernon:

Mayor: Matt Starr

Signature/Date: _____

City of Mount Vernon Law Director: P. Robert Broeren Jr.

Signature/Date: _____

Safety Service Director: Tanner Salyers

Signature/Date: _____

Human Resources Director: Elizabeth Turner

Signature/Date: _____

Attachment: Ex A - Fire Inspector MOU (2025-32 : IAFF MOU Fire Inspector)

Fire Chief: Chad Christopher

Signature/Date: _____

SIGNATURES

**For The International Association of Fire Fighters, Ohio Association of Professional
Firefighters, Mount Vernon Firefighters and Paramedics, Local 3712**

Union President, IAFF Local 3712: Jack Carter

Signature/Date: _____

Union Vice President, IAFFF Local 3712: Chatfield Redick

Signature/Date: _____

Secretary/Treasurer, IAFF Local 3712: Ben Harrod

Signature/Date: _____

Attachment: Ex A - Fire Inspector MOU (2025-32 : IAFF MOU Fire Inspector)