



PRESS RELEASE

City Hall
40 Public Square
Mount Vernon, OH 43050

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

FOR IMMEDIATE RELEASE
January 6, 2021

Mount Vernon City Council Committee Meeting Schedule January 11, 2021

Join Zoom Meeting
<https://us02web.zoom.us/j/223001419>

Meeting ID: 223 001 419
Password: 847280

Dial by your location
+1 301 715 8592 US
+1 253 215 8782 US
Meeting ID: 223 001 419
Password: 847280

5:40 – 5:50 p.m.	Wastewater Rates Update	Utilities Woods
5:50 – 6:20 p.m.	Complete Streets Proposal w/ Tami Ruhl and Randy Cronk	Streets and Public Buildings Warga
6:20 – 6:30 p.m.	Ord. 2020-43 Towing Fees	Fire, Police and Civil Defense Seavolt
6:30 – 6:45 p.m.	Ord. 2020-42 Hourly Employees	Employee and Community Relations Scoles
6:45 – 7:15 p.m.	Ord. 2020-40 Accessory Structures	Planning and Zoning Hillier
7:30 p.m.	City Council Legislative Meeting	Ref: Agenda

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



**City Council
Legislative Session**

Agenda

**January 11, 2021
7:30 PM**

COMMITTEE MEETINGS

Wastewater Rates Update

Complete Streets Proposal w/ Tami Ruhl and Randy Cronk

Ord. 2020-43 - Towing Fees

Ord. 2020-42 - Hourly Employees

Ord. 2020-40 - Accessory Structures

MEETING WILL RECESS UNTIL 7:30 P.M.

CALL TO ORDER

INVOCATION

Will be given by Rachel Harrison from St. Paul's Episcopal Church.

PLEDGE OF ALLEGIANCE

ACCEPTANCE OF MINUTES

- City Council - Special Meeting - Dec 21, 2020 6:30 PM
- City Council - Legislative Session - Dec 28, 2020 7:30 PM

RECEIVE PETITIONS AND COMMUNICATIONS

- 2020 Festival of Lights Report

RECEIVE COMMITTEE REPORTS

LIQUOR CONTROL LICENSE**PROCLAMATION****PERSONS SPEAKING ON MATTERS OF CITY CONCERN**

Sam Filkins to provide an update on the downtown plan.

RESOLUTIONS FOR THIRD READING**RESOLUTIONS FOR SECOND READING****RESOLUTIONS FOR FIRST READING****RESOLUTION NO. 2021-01**

A RESOLUTION AUTHORIZING THE SALE, BY INTERNET AUCTION DURING CALENDAR YEAR 2021, OF CITY OWNED PERSONAL PROPERTY WHICH IS NOT NEEDED FOR PUBLIC USE OR WHICH IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED; AND DECLARING AN EMERGENCY.

Finance and Budget: Francis, Hillier

RESOLUTION NO. 2021-02

A RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ENTER INTO A CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES WITH AREA DEVELOPMENT FOUNDATION, INC., AND DECLARING AN EMERGENCY.

Finance and Budget: Francis, Hillier

ORDINANCES FOR THIRD READING**ORDINANCE NO. 2020-40**

AN ORDINANCE TO AMEND SECTION 1173.06 OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING ACCESSORY STRUCTURES WITHIN THE CITY; AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Salyers

ORDINANCE NO. 2020-42

AN ORDINANCE AMENDING ORDINANCE NO. 2020-34 FIXING THE NUMBER OF HOURLY EMPLOYEES OF THE CITY OF MOUNT VERNON.

Employee and Community Rel.: Scoles, Woods

ORDINANCE NO. 2020-43

AN ORDINANCE TO AMEND SECTION 359.02 OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING TOWING OF VEHICLES, AND DECLARING AN EMERGENCY.

Fire, Police and Civil Defense: Seavolt, Scoles

ORDINANCES FOR SECOND READING

ORDINANCES FOR FIRST READING

ORDINANCE NO. 2021-01

AN ORDINANCE TO AMEND SECTION 1153.12 OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING VIOLATIONS OF THE CITY ZONING CODE, AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Salyers

REMARKS FROM THE ADMINISTRATION

REMARKS FROM COUNCIL

EXECUTIVE SESSION: PURCHASE OR SALE OF PROPERTY

ADJOURN AT THE CALL OF THE PRESIDENT

2020

EVENT TIMELINE

NOV. 23RD

Event presented at City Council
and plan laid out to move
forward in the coming week.

NOV. 14

Idea first floated to volunteer
group by Mr. Salyers and Ms.
Scoles. Planning begins.

NOV. 27TH

Event goes live on Winter in the
City Facebook page and on the
City Website.

DEC. 5TH

Registration deadline. 16 homes
register.

DEC. 10TH

Map released to the public.
*Errors in the initial map
submitted were corrected and
map was replaced before the end
of the day.*

DEC. 12

Downtown event takes place.

DEC. 15TH

Winners announced and Press
release created to go to news
outlets.

DEC 16TH

Prizes distributed.





MOUNT VERNON, OHIO

FESTIVAL OF LIGHTS

2020

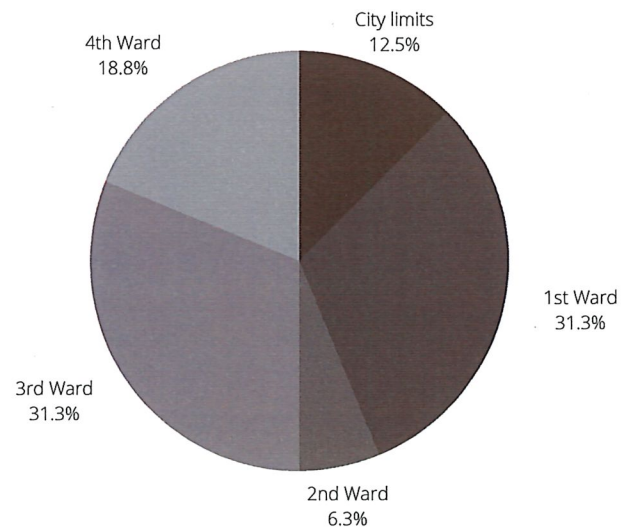
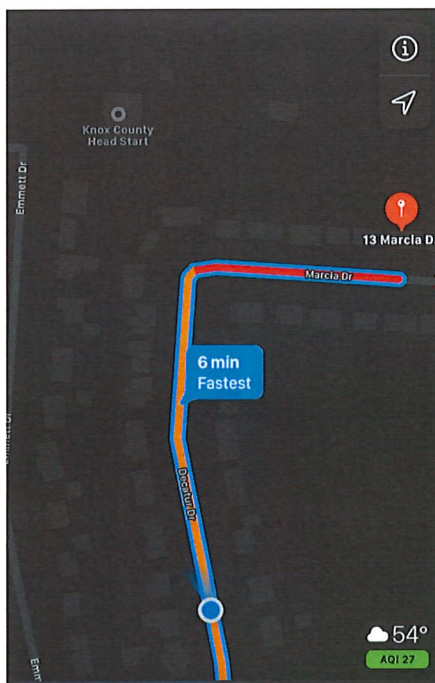
SUBMITTED BY AMBER KEENER -
VOLUNTEER EVENT COORDINATOR

It has been shown that this event was immensely successful. This report will outline in what ways we saw success, as well as lay a foundation for moving forward in 2021. Facebook posts and events related to the Festival were popular reaching more than 30k views.

Not only was the event popular online but downtown businesses reaped the benefits in real tangible ways. Happy Bean saw more than 5 times their typical business for a Saturday. Half Baked Café had a line around the block and sold out of advertised items within 30 minutes of the start of the event. Other locations reported a similar boost in sales for the day.

As far as community involvement, we had 16 homes register. Traffic on the evening of the event was notable not just around the downtown businesses but also throughout the communities which had homes participating.

The personal stories we heard from those who won prizes were heartwarming. Neighbors often encouraged each other to register or add more lights. The sense of community was especially poignant for those new to the community who had perhaps not been reached out to directly by the neighborhood as a whole.



WINTER SANCTUARY

The non-profit which was featured by the event was the Winter Sanctuary. An estimated 30 cars came through the drop off donation location and they received \$201 in cash donations as well as 8 bags of new clothing donations and a large tote full of hygiene products for those in need at the shelter. These donations are greater than expected given the short notice provided to the community members.

Those involved this year would highly encourage the continuation of this partnership to benefit the Winter Sanctuary.

FESTIVAL OF LIGHTS- 2021 OUTLINE

Looking to next year those who worked directly with this project have a number of suggestions in order to improve and expand this event.

- ~Event should be expended to invite villages and townships to establish their own Best in Show, then bring them to downtown to announce Best in the County.
- ~ Handouts for the light tour should include kids "Judging form"
- ~ Downtown event on 18th of December should be a full day under the direction of Main Street Mount Vernon and have voting by ballots rather than online.
- ~ Categories, Prizes, and judging criteria should be uniform.
- ~ Panel of judges selected from the community.
- ~ Best in Show should receive an engraved award.
- ~ This event should be promoted by other events in the fall which was led by the city.





City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2021-01

Meeting: 01/11/21 7:30 PM
Dept: Finance and Budget
Francis, Hillier
Category: Bid/Contract
Prepared By: Tanya Newell
Initiator: Tanya Newell
DOC ID: 2254

A RESOLUTION AUTHORIZING THE SALE, BY INTERNET AUCTION DURING CALENDAR YEAR 2021, OF CITY OWNED PERSONAL PROPERTY WHICH IS NOT NEEDED FOR PUBLIC USE OR WHICH IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to R.C. 721.15(D), Council for the City of Mount Vernon, Ohio may adopt, during each calendar year, a resolution expressing its intent to sell municipally owned property, regardless of the property's value, by internet auction. This resolution must include a description of how auctions will be conducted, specifying the number of days for bidding, and stating the general terms and conditions of sale; and

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

SECTION 1: During calendar year 2021, city owned personal property that is not needed for public use, or which is obsolete or unfit for the use for which it was acquired, may be sold at internet auction.

SECTION 2: All internet auction sales shall be conducted under the authority and direction of the Safety-Service Director or his designee(s).

SECTION 3: All internet auction sales shall be conducted by GovDeals.com internet auction service, or a similar web site.

SECTION 4: All internet auction sales shall be conducted pursuant to the rules and regulations promulgated and in effect for the internet auction site. For each internet auction sale, bidding shall remain open for not less than ten (10) days, including Saturdays, Sundays and legal holidays.

SECTION 5: The City of Mount Vernon shall publish, in a newspaper of general circulation within the City, or as provided in R.C. 7.16, notice of its intent to sell all unneeded, obsolete, or unfit municipal personal property by internet auction. This notice shall include a summary of the information provided herein and shall be published twice. The second notice shall be published not less than ten (10) nor more than twenty (20) days after the previous notice. A similar notice also shall be posted continually throughout the calendar year in a conspicuous place in the office of the Clerk of Council. The notice also shall be posted continually throughout the calendar year on the City's web site.

SECTION 6: All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

SECTION 7: This Resolution is hereby declared to be an emergency measure necessary

for the immediate preservation of the public, peace, health and safety, and expedite the sale of unneeded municipal personal property, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2021-02

Meeting: 01/11/21 7:30 PM
Dept: Finance and Budget
Francis, Hillier
Category: Contract
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2256 A

A RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ENTER INTO A CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES WITH AREA DEVELOPMENT FOUNDATION, INC., 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 contract, including a lease for 507 W. High St., for economic development services with Area Development Foundation, Inc. Copies of the agreement and lease are attached as Exhibits A and B, respectively.

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 allow uninterrupted economic development services to the City, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

CONTRACT FOR SERVICES

Between

CITY OF MOUNT VERNON, OHIO

And

AREA DEVELOPMENT FOUNDATION, INC.

THIS AGREEMENT is made and entered into this _____ day of _____ 2020 (the “**Effective Date**”), by and between the **AREA DEVELOPMENT FOUNDATION, INC.** (the “**Foundation**”), and the **CITY OF MOUNT VERNON, OHIO** (the “**City**”), (both of whom collectively referred to herein as the “**Parties**”) and sets forth the complete understanding of the Parties as to the administration, implementation, and management of economic and community development services provided by the Foundation to the City during the Term, defined herein.

WITNESSETH:

WHEREAS, the Foundation is a non-profit corporation created pursuant to Ohio Revised Code (“**ORC**”) Chapter 1702 and which has defined as its mission helping create and retain more jobs of a high quality that keep residents financially secure, matching good employers to job-ready workers, and advancing efforts to support livable communities throughout Knox County; and,

WHEREAS, the City has had a long-standing relationship with the Foundation and has relied on said Foundation for the City’s economic and community development services since the Foundation was established in 1955; and,

WHEREAS, the City desires to formally engage the Foundation to provide the day-to-day business of economic and community development services for the City and the Foundation desires to continue to provide such services to the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. *Services to be Performed; Term.* The Foundation agrees to provide the services described on Schedule 1 attached hereto (the “**Services**”). The Services shall be provided by the Foundation January 1, 2021 through December 31, 2021 (the “**Term**”), unless otherwise terminated pursuant to the occurrences defined in Section 5, below. The Parties may negotiate such terms and conditions as desired for purposes of annually renewing this Agreement in subsequent consecutive years for the purposes set forth herein, with each such annual renewal period to begin January 1 and end December 31 of said year and

constituting a Term.

2. *Compensation.* The Foundation will provide the Services at a cost of \$25,000 and use of the property located at 507 W. High St. (the “**Development Services Fee**”). The Development Services Fee is due and payable to the Foundation at a mutually agreeable time. Use of 507 W. High St. will be memorialized in a separate lease agreement between the Foundation and the City.
3. *Expenses.* Expenses incurred in connection with the Foundation’s provision of the Services shall be borne by the City. The Parties acknowledge the expenses contemplated under this Section 3 include but are not limited to grant application fees that may be charged to the Foundation when it applies for grants on behalf of the City and the cost of professional planning services related to projects in the City.
4. *Independent Contractor.* The City and Foundation expressly acknowledge and agree that the Services to be provided by Foundation employees under this Agreement shall be performed as an independent contractor, and not as an agent, employee, joint venturer or partner of the City. The Parties also expressly acknowledge and agree that with respect to any payments made to the Foundation hereunder, unless otherwise provided herein, the City shall not: (i) withhold or pay FICA, Medicare or other federal, state, or local income or other taxes or charges; or (ii) comply with or contribute to state workers’ compensation, unemployment, or other such governmental funds or programs.
5. *Termination of Services.* This Agreement shall terminate upon the occurrence of any of the following events:
 - A. Upon the expiration of the Term set forth in Section 1, above;
 - B. If, in the reasonable determination of a party, the other party has materially defaulted in the performance of this Agreement, or materially breaches any of its provisions, and in either case written notice of such material default or breach is provided to the defaulting or breaching party with a thirty (30) day cure period, upon the expiration of which the defaulting or breaching party fails to cure;
 - C. Upon ninety (90) days written notice by either party; or
 - D. Immediately upon the mutual agreement of the Parties (each of the preceding constituting the “**Termination Date**”).
6. *Work Product.* Records, reports, applications, data or other materials subject to Ohio’s Public Records Law and prepared by Foundation employees during the Term of this Agreement in furtherance of the Services, and not otherwise subject to attorney-client privileges, are considered the property of the City.
7. *Return of City Property.* Except as otherwise provided in this Section, the Foundation

agrees that it will not use any City property for its personal gain or in any manner that might be adverse to the City's interests. After termination of this Agreement, which such termination may occur upon the expiration of any subsequent renewal Terms, and upon the City's demand, the Foundation will return to the City any City property that comes into the Foundation's possession, custody, or control. The Parties acknowledge and agree the Foundation's lawful use and possession of real property owned by the City and located at 507 West High Street is subject to a stand-alone lease agreement executed between the Foundation and the Foundation Park Conservancy and is therefore not subject to this Section 7 of the Agreement.

8. *Notice.* Any notice, election, request or demand required or permitted under this Agreement must be in writing and is to be delivered personally or sent by U.S. ordinary mail, postage prepared, or received by overnight courier, and addressed to the party at the address listed below:

If to the City: City of Mount Vernon
c/o Mayor's Office
40 Public Square
Mount Vernon, Ohio 43050

If to the Foundation: Area Development Foundation, Inc.
P.O. Box 29
Mount Vernon, Ohio 43050

9. *Entire Agreement of the Parties; Modification.* This Agreement supersedes any and all agreements, both oral and written, between the Parties with respect to the rendering of services by the Foundation for the City and contains all of the covenants and agreements between the Parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the Parties.

10. *Severability.* The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
11. *Force Majeure.* If the performance of either party hereunder is delayed or prevented at any time due to circumstances beyond the control of the other, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of such party shall be excused for so long as the circumstance shall prevent such performance.
12. *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.
13. *Construction.* The Parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and any modification or amendment thereto.

The Parties hereto have executed this Agreement as of the day and year first written above.

AREA DEVELOPMENT FOUNDATION, INC.

CITY OF MOUNT VERNON

By: _____
Vickie Sant, Chair

By: _____
Richard S. Dzik, Safety-Service Director

Approved as to form:

P. Robert Broeren, Jr.,
Law Director,
City of Mount Vernon, Ohio

SCHEDULE 1

Scope of Services

The Area Development Foundation, Inc. (the “**Foundation**”) will undertake administration, implementation, and management of the specific economic and community development services of the City of Mount Vernon (the “**City**”) pertaining to the following:

- A. Coordinate, implement, manage and support the City’s economic development activities that help create or retain jobs of a high quality, including:
 - i. Create and administer protocols for evaluating the intake of economic development prospects, inquiries, and leads from businesses considering the City for development and job retention and growth opportunities. This includes identifying and recruiting potential end-users for available land and buildings in the City.
 - ii. Economic development and public-private partnership deal structuring that pertains to real property tax exemptions under the Enterprise Zone and/or Community Reinvestment Area programs, loans under the Knox County Revolving Loan Fund, and creation of municipal income tax grants (“**Basic Economic Development Deal Structuring Services**”). The cost for the Foundation to provide Basic Economic Development Deal Structuring Services is fully covered by the Development Services Fee defined in Section 2 of this Agreement. The Foundation will complete all the necessary documentation and implementation steps involved in creating financing and incentive mechanisms under the component programs listed as Basic Economic Development Services, which such documentation and implementation steps include:
 1. The Foundation will create and administer protocols for evaluating proposed economic development projects’ financial impacts, revenue streams, and relative costs.
 2. Negotiate terms, specifications, and partnerships with economic development prospects on terms desirable to the City and that satisfy economic development best practices.
 3. Manage all financial incentive program contracts.
 - iii. The Parties may negotiate additional compensation under this Agreement whereby the Foundation will provide all the necessary documentation and implementation steps on behalf of the City in deal-structuring any of the following financial incentive or economic development programs (each such program constituting an “**Additional Compensated Service**”):

Community Reinvestment Area (CRA)
 Enterprise Zone Agreements (EZ)
 Downtown Redevelopment District (DRD)
 Joint Economic Development District (JEDD)
 New Community Authority (NCA)
 Property-Assessed Clean Energy (PACE)
 Special Improvement District (SID)
 Tax Increment Financing (TIF) under ORC §§ 5709.40 and 5709.41
 Transportation Improvement District (TID)

- iv. Monitoring performance by program participants in component programs included under Basic Economic Development Deal Structuring Services and Additional Compensated Service(s). The Foundation will create and administer protocols for compiling data and evaluating the annual performance of participants in each financial incentive program and reporting the same to regional, State and/or federal partner organizations.
 - v. The Foundation will complete regular field services, including:
 - 1. Create and administer protocols for evaluating and qualifying economic development prospects, and identifying building and land development opportunities.
 - 2. Maintain extensive and regular contacts with area businesses, property owners, community stakeholders, and elected and appointed officials to make sure economic development prospects are expeditiously serviced and that all opportunities are addressed in an expedited manner.
- B. Coordinate, implement, manage and support activities related to workforce development within the City, to include leading organizations and initiatives to connect willing and capable workers with employers.
- C. Coordinate, implement, manage and support the City's community development activities to help foster and advance the City as a livable community, to include the following:
- i. Planning and Development activities, including engaging in land use planning practices and entering into third-party engagements to identify high impact development projects and adequately plan for future land uses and development.
 - ii. Evaluating the City's land and building portfolio for development partnerships with other public or private developers, investors and owners and developing and securing project financing through public or private sources.

- D. At least once (1X) during the Term, and more frequently as requested, appear at City Council and at such other venues to report to the City's elected leadership detailing the Foundation's operational activities to advance the City's economic and community development, with such reporting to include, but not be limited to, the number and status of current and active development prospects and/or financial incentive projects.
- E. Assist in the development of current and long-term economic and community development goals and objectives as well as policies and procedures for the City's development. Establish plans to achieve goals set by the Foundation's Board and/or City Administration and Council and implement policies and programs to achieve said goals.



Lease of Premises

Building:	507 West High Street, Mount Vernon Knox County tax parcel ID 66-02006.000
Building Ownership:	City of Mount Vernon ("City")
Foundation:	Area Development Foundation, Inc. ("Foundation")
Term:	One (1) year, running with the term of the Contract for Services between Foundation and City.
Use:	The Leased Premises, defined below, to be used solely and exclusively by the Foundation as its office & operations center, including staff offices, meeting space, and storage.
Lease Commencement:	Immediately upon signing
Lease Termination:	Either party may terminate the lease with a sixty (60) notice period delivered in writing. The Foundation will have six (6) months to relocate after the date of termination of this lease for any reason.
Leased Premises:	The entire Building and premises located at 507 W. High St. (Parcel #66-02006.000) is to be occupied by the Foundation for use of offices and operations center.

Furnishings, fixtures, and equipment ("FF&E") already installed or otherwise currently available within the Leased Premises are and shall remain the property of the Foundation. Upon vacation of the premises by the Foundation all FF&E (Exhibit I) will become property of the City.

All other FF&E required by the Foundation for its use within the Leased Premises will be provided by the Foundation and shall remain the property of the Foundation upon the expiration of any lease term.

That portion of the Building's main floor area space not comprising the Freight Room, Station Master's Office and upper floor will remain open daily to the general public during Foundation business

hours for use as a museum and area of general interest. Foundation staff will permit members of the general public to view the building and museum artifacts, unless doing so interferes with Foundation activities. The Foundation also recognizes the City, or its assigns and related organizations, may desire occasional use of the Waiting Room, Kitchen and Ticket Office for gatherings and meetings. The Foundation and City agree to coordinate this use in a good-faith manner.

Rent Commencement:	Immediately upon signature
Rent:	\$0 per month. The parties acknowledge that the City's provisions of the facility to Foundation and Foundation's agreement to occupy and care for the facility constitute the exchange of consideration in support of this lease.
Services:	The lease type is gross.
Assignment & Subletting:	Foundation shall not otherwise assign or sublease the Leased Premises. City acknowledges the Foundation's use may include co-located organizations or entities otherwise managed by the Foundation, including the Knox County Land Reutilization Corporation (the " Land Bank "), among others.
Operating Expenses:	Notwithstanding the Foundation's Maintenance & Repair Obligations and the Utilities Expenses, below, City shall be generally responsible for the payment of all utilities and common area maintenance charges.
Foundation Improvements:	Foundation acknowledges that Foundation will be accepting Leased Premises in "as is" condition. Notwithstanding exterior signage, addressed below, all other exterior changes to the Building are solely at the discretion of City and /or Building Owner and subject to approval actions by City of Mount Vernon boards and commissions.
City Maintenance & Repair Obligations	City shall be responsible for the maintenance and repair of the entirety of the Building and Leased Premises, including the roof, structural components, mechanical components, fire suppression, and backbone heating, ventilation and air conditioning (" HVAC ") systems. All FF&E and other personal property repairs and maintenance tasks will be performed by each respective owning party.

**Foundation Maintenance &
Repair Obligations**

Foundation acknowledges it will keep Leased Premises in a clean and orderly fashion and will make or perform repair or maintenance tasks related to its FF&E and items of personal property. Foundation is responsible for certain enumerated Utilities Expenses, described below.

Utilities Expenses:

City and Foundation acknowledge and agree the regular, daily use by the Foundation of the Leased Premises is of a high priority. Further, the City acknowledges its operations are impacted financially by certain recurrent monthly utility expenses associated with the Building, which are comprised as follows: (i) wireless internet access (i.e., Wi-Fi); (ii) security alarm system; (iii) landline telephone; (iv) trash removal; and (v) snow removal (collectively, “**Utilities Expenses**”). Foundation agrees to fully incur such Utilities Expenses. Foundation will name itself as the responsible contact and payor for each respective utility service provider, with such amounts to be billed directly to the Foundation for the duration of any lease term. City agrees to provide electricity and water at no cost to Foundation.

Signage:

Exterior signage to be erected and maintained and paid for by the Foundation, subject to relevant approval actions by City.

Security Deposit:

Waived

Liability & Insurance:

As to the Leased Premises, the parties intend to each obtain sufficient commercial insurance policies, each naming the other as an additional insured party, providing general business liability and Directors’ and Officers’ insurance in amounts of coverage as are reasonable.

The parties acknowledge the Reserved Premises will remain open to the general public during any lease term for reserved rental use as may be facilitated by the City. In all cases regarding such use by the general public of the Reserved Premises, the City shall remain solely and exclusively liable for the use thereof and will indemnify the Foundation and carry sufficient insurance coverage naming the Foundation as an additional insured, as to any suit for damages, or inaccessibility or destruction of the Leased Premises, in full or in part, which may result from said use of the Reserved Premises.

Disabled Access:

The parties acknowledge that in its current condition, the Building is compliant with the “Americans with Disabilities Act” requirements.

**Hours or Operation &
Access Privileges:**

Foundation will have unfettered, 24-hour access to the Leased Premises during the entire duration of any lease term. The parties acknowledge the Foundation generally will operate Monday through Friday, 8am to 5pm. During normal business hours, so long as convenient for Foundation staff, one or more main entry doors to the Building should remain unlocked and accessible to members of the general public. Provided sufficient staff resources are available, the Foundation will welcome visitors to the Building and provide general information and tours, as appropriate.

The Parties indicate their concurrence with these terms by their respective signatures below.

AREA DEVELOPMENT FOUNDATION, INC.

Jeffrey S. Gottke, President

Date: _____

CITY OF MOUNT VERNON

Richard Dzik, Safety-Service Director

Date: _____

Approved as to Form: _____

EXHIBIT I**List of FF&E Located at 507 W. High St.**

- 8 Rectangular Folding Tables
- 1 Conference Table
- 7 Conference Chairs
- 1 Wooden Divider
- Station Master Desk Furniture
 - 1 Desk
 - 2 Credenza
- 2 Wall Clocks
- 2 Wooden B&O Branded Side Tables
- 2 Leather Club Chairs
- 2 Leather Side Chairs
- 2 Large Trash Cans
- All Cleaning & Maintenance Supplies
- All Depot or Railroad Themed Wall Hangings (photos/posters)
- All B&O monogramed items (museum items/dishes)
- Railroad Crossing Sign
- Railroad Switch Case
- All kitchen supplies
 - Flatware
 - Appliances



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2020-40

Meeting: 01/11/21 7:30 PM
Dept: Planning and Zoning
Hillier, Salyers
Category: Planning and Zoning
Prepared By: Tanya Newell
Initiator: Tanya Newell
DOC ID: 2235 A

AN ORDINANCE TO AMEND SECTION 1173.06 OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING ACCESSORY STRUCTURES WITHIN THE CITY; AND DECLARING AN EMERGENCY.

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

SECTION 1: That Section 1173.06 of the Codified Ordinances be amended to read as follows (additions are in **bold**, deletions are in ~~striketrough~~):

1173.06 GENERAL REQUIREMENTS.

Except as otherwise provided in this Zoning Ordinance, an accessory use or structure shall be permitted in association with a principal use or structure provided that:

(a) It shall ~~be thirty-five (35) percent or less of the gross floor area of the principal use or structure~~ **not exceed 900 sqft**, except where additional space is needed to comply with off-street parking requirements **and as stated in section 1173.14.**

(b) It shall not contain or be used as a dwelling unit.

(c) It shall not exceed eighteen (18) feet in height.

(d) It shall meet all yard requirements **set forth for accessory buildings for the district.** ~~of the principal use.~~

(e) **There shall be no more than two (2) detached accessory structures used for storage as described in section 1173.10.**

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 provide clarity to the rules for the construction of accessory buildings, 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:

12/14/20	City Council	FIRST READING
12/28/20	City Council	SECOND READING



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2020-42

Meeting: 01/11/21 7:30 PM
Dept: Employee and Community Rel.
Scoles, Woods
Category: Personnel
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2244 A

**AN ORDINANCE AMENDING ORDINANCE NO. 2020-34 FIXING THE NUMBER OF
HOURLY EMPLOYEES OF THE CITY OF MOUNT VERNON.**

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

SECTION 1: That the following positions are hereby authorized as indicated:

POLICE DEPARTMENT:

~~Nine~~ **Ten** Supervisors (Sergeants and Corporals)
Not more than ~~20~~ **19** Police Officers
One Records Clerk

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

WASTEWATER WORKS DEPT:

½ Utility Operations Crew Chief	
½ Utility Operations Assistant Crew Chief	
Four Plant Operators	½ Assistant Laboratory Technician (full time)
½ Clerk Typist IV	Assistant Laboratory Technician (part-time)
½ Two Utility Clerk Typist III	Sludge Operator
½ One Utility Clerk Typist II	½ Two Mechanic-Plant Maintenance
½ One Meter Reader and Repairer and Foreman Operators	Not more than 2 Equipment
½ Two Meter Readers and Repairers	Not more than 4 Maintenance Workers
½ Laboratory Technician/Pretreatment Coordinator II	¼ One Utility Clerk Typist
One Chief Wastewater Operator	

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

ENGINEER'S DEPARTMENT:

3 Technicians Clerk Typist IV

1 Aide

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

DEPARTMENT OF PUBLIC WORKS

2 Public Works Crew Leaders

1 Traffic Signal Technician/Equipment Operator

Not more than 4 Equipment Operators

Not more than 9 Maintenance Workers

2 Clerk Typists IV

Seasonal Personnel

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

FIRE DEPARTMENT:

Three Captains

Three Lieutenants

Not more than 33 Firefighters and/or Firefighter/Paramedics

One Fire Prevention Officer

One EMS/Training Coordinator Lieutenant

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

WATER WORKS DEPARTMENT:

½ Utility Operations Crew Chief

½ Utility Operations Assistant Crew Chief

½ Laboratory Technician/Pretreatment Coordinator ½ Asst. Laboratory Technician
(Full Time)

½ One Clerk Typist IV

Four Plant Operators

½ Two Clerk Typists III

Not more than 2 Pipefitters

½ One Utility Clerk Typist II

Not more than 2 Equipment Operators

½ One Meter Reader and Repairer Foreman Not more than 3 Maintenance Workers

½ Two Meter Reader and Repairers One Chief Water Operator

½ Two Mechanic-Plant Maintenance ¼ One Utility Clerk Typist II

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

Ordinance 2020-42

Meeting of January 11, 2021

HISTORY:

12/14/20

City Council

FIRST READING

12/28/20

City Council

SECOND READING



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2020-43

Meeting: 01/11/21 7:30 PM
Dept: Fire, Police and Civil Defense
Seavolt, Scoles
Category: Police
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2245 A

AN ORDINANCE TO AMEND SECTION 359.02 OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING TOWING OF VEHICLES, AND DECLARING AN EMERGENCY.

WHEREAS, in June of 2018 the State of Ohio amended Ohio Administrative Code section 4901:2-24-03, which increased the maximum fees for vehicular towing; and

WHEREAS, the City of Mount Vernon wishes to align its towing fees with those of the State of Ohio.

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

Section 1. That Section 359.02(b)(3) of the Codified Ordinances be amended to read as follows (additions are in **bold**, deletions are in ~~striketrough~~):

A statement that the vehicle may be recovered at any time during the day or night upon the submission of proof of ownership and the payment of a towing charge, in an amount not to exceed **one hundred twenty-nine dollars (\$129.00)** ~~ninety dollars (\$90.00)~~, and a storage charge, in an amount not to exceed **seventeen dollars (\$17.00)** ~~twelve dollars (\$12.00)~~ per twenty-four hour period; except that the charge for towing shall not exceed **two hundred sixteen dollars (\$216.00)** ~~one hundred fifty dollars (\$150.00)~~, and the storage charge shall not exceed **twenty-nine dollars (\$29.00)** ~~twenty dollars (\$20.00)~~ per twenty-four hour period, if the vehicle has a manufacturer's gross vehicle weight rating in excess of ten thousand pounds and is a truck, bus or a combination of a commercial tractor and trailer or semitrailer.

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 allow the City to align its towing fees with the State of Ohio, and said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

12/14/20	City Council	FIRST READING
12/28/20	City Council	SECOND READING



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2021-01

Meeting: 01/11/21 7:30 PM
Dept: Planning and Zoning
Hillier, Salyers
Category: Planning and Zoning
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2255 C

AN ORDINANCE TO AMEND SECTION 1153.12 OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING VIOLATIONS OF THE CITY ZONING CODE, AND DECLARING AN EMERGENCY.

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

SECTION 1: That Section 1153.12 of the Codified Ordinances be amended to read as follows:

1153.12 PENALTIES FOR VIOLATION.

(a) Civil - In instances where any person or entity violates any provision of this Chapter or fails to comply with any orders issued pursuant to this Chapter in the time period prescribed, the Zoning Enforcement Officer or his designee may assess the person or entity that received the order or notice a penalty in the amount of up to \$1,000 per day until the violation is corrected. This penalty is in addition to any other actions that may be taken by the City.

(b) Criminal -

(1) Except as otherwise provided in division (b)(2) of this section any violation of the provisions of this chapter or failure to comply with any of its requirements shall constitute a minor misdemeanor.

(2) If the offender previously has pleaded guilty to or been convicted of violating the provisions of this chapter or failing to comply with any of its requirements, any violation of the provisions of this chapter or failure to comply with any of its requirements shall constitute a misdemeanor of the first degree.

(3) Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.

(c) In any instance where the City incurs any expenses, including but not limited to legal costs and fees, because of any person or entity's non-compliance with any provision of this Chapter, the expenses incurred, plus an administrative fee equal to the expenses incurred shall be recovered from the person or entity.

(d) Any amounts owed to the City of Mount Vernon pursuant to any provision of this Chapter, whether for work completed by the City or for assessed penalties or expenses, may be certified by the Zoning Enforcement Officer or his designee as a lien against the property with the Knox County Auditor for collection in the same manner as property taxes and assessments.

(e) The owner or tenant of any building, structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be assessed a civil penalty and/or found guilty of a separate offense and suffer the penalties herein provided.

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 allow the City to more efficiently and effectively enforce zoning 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.