



**City Council
Legislative Session**

Agenda

**March 25, 2024
7:30 PM**

COMMITTEE MEETINGS

Mount Vernon City Council
Committee Meeting Schedule
March 25, 2024

5:55-6:05 p.m.	Fire Department quarterly update	Fire, Police & Civil Defense Mahan
6:05-6:10 p.m.	Firefighters' Dependents Fund Board	Fire, Police & Civil Defense Mahan
6:10-6:15 p.m.	Water Plant equipment	Utilities Ruckman
6:15-6:30 p.m.	Hiawatha Water Park	Parks & Recreation Miller
6:30-6:45 p.m.	Edgewood Road improvements	Streets & Public Buildings Severns
6:45-6:50 p.m.	City Strategic Plan Phase II	Employee & Community Relations Woods
6:50-7:00 p.m.	Hourly, non-bargaining wages/benefits	Employee & Community Relations Woods
7:00-7:15 p.m.	Supervisor/professional wages/benefits	Employee & Community Relations Woods

- 03-25-24 Committee Meeting Schedule

MEETING WILL RECESS UNTIL 7:30 P.M.

CALL TO ORDER

INVOCATION

The Rev. Dennis Eggerton, Danville Grace Brethren Church

PLEDGE OF ALLEGIANCE

ACCEPTANCE OF MINUTES

- City Council - Legislative Session - Mar 11, 2024 7:30 PM

RECEIVE PETITIONS AND COMMUNICATIONS

- 03-25-24 Dennis Swingle Correspondence

RECEIVE COMMITTEE REPORTS

- 02-26-24A Planning and Zoning Committee Meeting Minutes
- 02-26-24B Planning and Zoning Committee Meeting Minutes
- 03-11-24A Employee and Community Relations Committee Meeting Minutes
- 03-11-24 Parks and Recreation Committee Meeting Minutes
- 03-25-24 Streets and Public Buildings Committee Meeting Minutes
- 03-11-24B Employee and Community Relations Committee Meeting Minutes

LIQUOR CONTROL LICENSE

D1, D2, D3, D6 transfer from CJ Davis Holdings Co., dba Amatos Woodfired Pizza of Mount Vernon & Walk-In Cooler, 668 N. Sandusky St., Mount Vernon, to E Squared Hospitality Ventures LLC, dba Burrata Woodfired, 668 N. Sandusky St., Mount Vernon.

D1 transfer from Jerry A. Daughtery, dba Mister Pizza, 110 Newark Road & Patio, Mount Vernon, to Inspired Ventures Group LLC, 908 S. Main St., Mount Vernon.

- 03-25-24A Liquor License Transfer
- 03-25-24B Liquor License Transfer

PROCLAMATION

None.

PERSONS SPEAKING ON MATTERS OF CITY CONCERN

Don Carr
Dena Hess
Paul McNeal
J.J. House
Dennis Swingle
Tammy Swingle all on Resolution No. 2024-23

RESOLUTIONS FOR THIRD READING**RESOLUTION NO. 2024-11**

A RESOLUTION ADOPTING PHASE TWO OF THE CITY OF MOUNT VERNON STRATEGIC PLAN AS A STATEMENT OF THE CITY'S VALUES AND GUIDE FOR FUTURE LEGISLATIVE AND ADMINISTRATIVE PRIORITIES.

Employee and Community Rel.: Woods, Keener

RESOLUTION NO. 2024-23

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE REHABILITATION AND IMPROVEMENT OF EDGEWOOD ROAD (KNO CR 63A 0.00); AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Severns, Ruckman

RESOLUTIONS FOR SECOND READINGRESOLUTION NO. 2024-33

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON, OHIO TO ENTER INTO CONTRACT WITH GRAY MATTER SYSTEMS, LLC FOR WATER PLANT CONTROL SYSTEM PHASE 7 - RK-1 CABINET REPLACEMENT; AND DECLARING AN EMERGENCY.

Utilities: Ruckman, Miller

RESOLUTIONS FOR FIRST READINGRESOLUTION NO. 2024-36

A RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT COOPERATIVE PURCHASING PROGRAM FOR ROAD SALT FOR 2024; AND DECLARING AN EMERGENCY.

Finance and Budget: Seavolt, Woods

RESOLUTION NO. 2024-37

A RESOLUTION APPROVING THE PND COMPREHENSIVE DEVELOPMENT PLAN AS SUBMITTED BY LEMMON DEVELOPMENT AND APPROVED BY THE MOUNT VERNON MUNICIPAL PLANNING COMMISSION FOR PARCEL #71-00050.000 ON UPPER GILCHRIST ROAD; AND DECLARING AN EMERGENCY.

Land Use and Development: Keener, Mahan

RESOLUTION NO. 2024-38

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO SELL BY SEALED BID OR DISPOSE OF EQUIPMENT IN THE PUBLIC WORKS DEPARTMENT NOT NEEDED FOR PUBLIC USE BY THE CITY OF MOUNT VERNON; AND DECLARING AN EMERGENCY.

Finance and Budget: Seavolt, Woods

ORDINANCES FOR THIRD READING

None.

ORDINANCES FOR SECOND READING**ORDINANCE NO. 2024-13**

AN ORDINANCE CREATING THE MOUNT VERNON VOLUNTEER FIREFIGHTERS' DEPENDENTS FUND BOARD; AND DECLARING AN EMERGENCY.

Fire, Police and Civil Defense: Mahan, Seavolt

ORDINANCE NO. 2024-14

AN ORDINANCE FIXING THE NUMBER, WAGES AND BENEFITS OF HOURLY NON-BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON, EFFECTIVE JANUARY 1, 2024; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Woods, Keener

ORDINANCE NO. 2024-16

AN ORDINANCE ESTABLISHING COMPENSATION FOR SUPERVISORY AND PROFESSIONAL PERSONNEL EFFECTIVE JANUARY 1, 2024; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Woods, Keener

ORDINANCES FOR FIRST READING**ORDINANCE NO. 2024-17**

AN ORDINANCE ESTABLISHING COMPENSATION, BENEFITS AND TERMS OF EMPLOYMENT FOR THE RECREATION DIRECTOR (FULL-TIME); AND DECLARING AN EMERGENCY.

Parks and Recreation: Miller, Severns

REMARKS FROM THE ADMINISTRATION**REMARKS FROM COUNCIL****ADJOURN AT THE CALL OF THE PRESIDENT**



PRESS RELEASE

City Hall
40 Public Square
Mount Vernon, OH 43050

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

FOR IMMEDIATE RELEASE

March 20, 2024

Mount Vernon City Council Committee Meeting Schedule March 25, 2024

5:55-6:05 p.m.	Fire Department quarterly update	Fire, Police & Civil Defense Mahan
6:05-6:10 p.m.	Volunteer Firefighters' Dependents Fund Board	Fire, Police & Civil Defense Mahan
6:10-6:15 p.m.	Water Plant equipment	Utilities Ruckman
6:15-6:30 p.m.	Hiawatha Water Park	Parks & Recreation Miller
6:30-6:45 p.m.	Edgewood Road improvements	Streets & Public Buildings Severns
6:45-6:50 p.m.	City Strategic Plan Phase II	Employee & Community Relations Woods
6:50-7:00 p.m.	Hourly, non-bargaining employee wages/benefits	Employee & Community Relations Woods
7:00-7:15 p.m.	Supervisory & professional wages/benefits	Employee & Community Relations Woods

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

March 16, 2024

City Council and Todd Hill,

Please make this part of the record for the March 25th Council Meeting.

So you say we won't have trucks on Edgewood Rd. once you make it a through street! Well we have them now only their attempts to use Edgewood is somewhat limited because it is hard for them to navigate the sharp turns necessary because it isn't a through street at this time. I already told you when I spoke to city council previously that the police department isn't doing a good job now keeping them off of Edgewood because they are not ticketing them when the opportunity exists. Instead they typically only give them a warning.

I only provided these two really good photos which I turned over to the city to follow up on, as all the information needed is available to go after this trucker: the license plate, the truck number, trailer number and a decent photograph of the driver along with date and time. The city declined to follow up for various ridiculous reasons.

I have full time (recording) cameras watching both E. Chestnut St. and Edgewood Rd. and I have video after video showing semi trucks on Edgewood Rd.. Additionally I have videos of cars speeding and not stopping at the intersection. You must think I lack enough common sense to understand the lie you espouse about how making Edgewood Rd. a connector through street will make it safer for the residents.

Dennis Swingle

1101 E Chestnut St

Communication: 03-25-24 Dennis Swingle Correspondence (Receive Petitions and Communications)





**Planning and Zoning Committee Meeting Minutes
February 26, 2023 – 5:35 p.m. to 5:54 p.m.**

COUNCIL PRESENT:

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

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
 Tanner Salyers, Safety-Service Director
 Rob Broeren, Law Director
 Terry Scott, Auditor
 David Stuller, Treasurer
 Brian Ball, Engineer
 Aaron Rinehart, Utilities Director
 Todd Hill, Clerk
 Cheryl Splain, Knox Pages
 John Thatcher, Municipal Court Judge
 Dave Priest, Chief Probation Officer
 Lisa Mazza, Clerk of Courts

The committee discussed a draft resolution proposed by the chair stating Council's opposition to the proposed Frasier solar energy project in Knox County, 100 acres of which would be within the City. Ben Dean of 6041 Sharp Road and Jared Yost of 14701 Sycamore Road spoke in opposition to the project. Mahan noted that the parcel within the City could be desirable for housing in the future, and Miller added that the Ohio Power Siting Board cares about how affected municipalities feel about proposed projects. No further meetings on the matter were requested. The chair noted that she would get with the Law Director to finalize legislation.

Respectfully submitted,

Amber Keener, Chair
 Planning and Zoning Committee
 Mount Vernon City Council
 AK/th



**Planning and Zoning Committee Meeting Minutes
February 26, 2023 – 6:03 p.m. to 6:38 p.m.**

COUNCIL PRESENT:

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

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Rob Broeren, Law Director
Terry Scott, Auditor
David Stuller, Treasurer
Brian Ball, Engineer
Quentin Platt, Engineering
Aaron Rinehart, Utilities Director
Todd Hill, Clerk
Cheryl Splain, Knox Pages
John Thatcher, Municipal Court Judge
Dave Priest, Chief Probation Officer
Lisa Mazza, Clerk of Courts

The committee discussed the City's sustainability goals. Mayor Matthew Starr detailed the goals, noting that the word "sustainability" has been hijacked by certain interests to represent something that it's not, and that the City views sustainability as a means of containing costs combined with quality-of-life issues. He added that the City's membership in the Mid-Ohio Regional Planning Commission's Sustainability 2050 program doesn't commit the City to anything but is focused on stewardship of natural resources. Quentin Platt added that membership in the MORPC program also benefits the City when it applies for grants. Platt also discussed how sustainability factors into Wastewater Treatment Plant upgrades and the mission of the Shade Tree and Beautification Commission. No further meetings on the matter were requested.

Respectfully submitted,

Amber Keener, Chair
Planning and Zoning Committee
Mount Vernon City Council
AK/th



**Employee and Community Relations Committee Meeting Minutes
Committee Meeting**

March 11, 2024 – 6:25 p.m. to 6:38 p.m.

COUNCIL PRESENT:

Tammy Woods, Third Ward
James Mahan, First Ward
John Ruckman, Second Ward
Mike Miller, Fourth Ward
Amber Keener, At-Large
Mel Severns, At-Large

ABSENT:

Janis Seavolt, At-Large
Bruce Hawkins, President

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Rob Broeren, Law Director
Terry Scott, Auditor
Jeff Gottke, Knox County ADF

Woods made a motion to go into executive session to consider the discipline, promotion, demotion or compensation of a public employee. Keener seconded the motion, which was passed by a roll-call vote of 6-0. Woods made a motion to exit executive session, which was passed by a roll-call vote of 6-0.

Respectfully submitted,

Tammy Woods, Chair
Employee and Community Relations Committee
Mount Vernon City Council

TW/th



**Parks and Recreation Committee Meeting Minutes
March 11, 2024 – 6:42 p.m. to 6:44 p.m.**

COUNCIL PRESENT:

James Mahan, First Ward
John Ruckman, Second Ward
Tammy Woods, Third Ward
Mike Miller, Fourth Ward
Amber Keener, At-Large
Mel Severns, At-Large

ABSENT:

Janis Seavolt, At-Large
Bruce Hawkins, Council President

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Robert Broeren, Law Director
Terry Scott, Auditor
Brian Ball, Engineer
Aaron Reinhart, Utilities Director
Todd Hill, Clerk
Cheryl Splain, Knox Pages
Grant Richey, Knox Pages

The committee discussed making the position of Recreation Director full-time. The chair suggested that it's needed, and requested that legislation be drawn up to that effect for the Council meeting on March 25, 2024. No further meetings on the matter were requested.

Respectfully submitted,

Mike Miller, Chair
Parks and Recreation Committee
Mount Vernon City Council

MM/th



2024-2025

**Streets and Public Buildings Committee Meeting Minutes
March 11, 2024 – 6:44 p.m. to 7:02 p.m.**

COUNCIL PRESENT:

James Mahan, First Ward
John Ruckman, Second Ward
Tammy Woods, Third Ward
Mike Miller, Fourth Ward
Amber Keener, At-Large
Mel Severns, At-Large

ABSENT:

Bruce Hawkins, Council President

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Robert Broeren, Law Director
Terry Scott, Auditor
Brian Ball, Engineer
Aaron Reinhart, Utilities Director
Todd Hill, Clerk
Cheryl Splain, Knox Pages
Grant Richey, Knox Pages

The committee discussed Resolution No. 2024-23, to enter into contract with ODOT for the rehabilitation and improvement of Edgewood Road. Several residents from the neighborhood were present. The chair stressed that the legislation pertains to design, not construction. Engineer Brian Ball explained that the legislation will be amended to clarify that the proposed project pertains to reconstruction of the road, not widening, in response to residents' concerns. Safety-Service Director Tanner Salyers noted that Edgewood Road would not be designated as a truck route, and that other roads would be looked at to ease traffic in the area as well. He also noted that a recent traffic study found that nearly 5,000 vehicles use Edgewood Road daily, that the road is not designed for that much traffic, and that safety would be a priority of the proposed project. Salyers added that any detailed designs would not be available until and unless a contract is entered into for design services, and that there would be several opportunities for public comment during the process. Ball added that there have been several water line breaks in the Edgewood area, necessitating a replacement of utilities infrastructure. The chair requested a 15-minute committee on the legislation for March 25, 2024. Resolution No. 2024-23 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

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munications\W1770.doc

MS/th



**Employee and Community Relations Committee Meeting Minutes
Committee Meeting**

March 11, 2024 – 7:02 p.m. to 7:10 p.m.

COUNCIL PRESENT:

James Mahan, First Ward
John Ruckman, Second Ward
Tammy Woods, Third Ward
Mike Miller, Fourth Ward
Amber Keener, At-Large
Mel Severns, At-Large

ABSENT:

Bruce Hawkins, Council President

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Robert Broeren, Law Director
Terry Scott, Auditor
Brian Ball, Engineer
Aaron Reinhart, Utilities Director
Todd Hill, Clerk
Cheryl Splain, Knox Pages
Grant Richey, Knox Pages

The committee discussed Ordinance No. 2024-08, changing the job title Wastewater Superintendent to Assistant Director of Utilities (Wastewater); Ordinance No. 2024-09, fixing the number of hourly employees in the Public Works and Engineering Departments; and Ordinance No. 2024-10, establishing the position of Human Resources Generalist, setting compensation, benefits and terms of employment. Engineer Brian Ball detailed how his department handles EPA requests, Auditor Terry Scott explained how various positions would be funded, and Safety-Service Director Tanner Salyers added that some new positions require extensive Civil Service processes before anyone can be hired. Keener noted that the new positions are already funded, and that delaying the legislation could result in losing out on some qualified job candidates. No further meetings on the legislation were requested. Ordinance Nos. 2024-08, 2024-09 and 2024-10 were up for second readings at Council's Legislative Session later in the evening.

Respectfully submitted,

Tammy Woods, Chair
Employee and Community Relations Committee
Mount Vernon City Council

TW/th

NOTICE TO LEGISLATIVE
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

2530335			TRFO	E SQUARED HOSPITALITY VENTURES LLC DBA BURRATA WOODFIRED 668 N SANDUSKY ST MT VERNON OH 43050
PERMIT NUMBER			TYPE	
02	01	2024		
ISSUE DATE				
03	06	2024		
FILING DATE				
D1	D2	D3	D6	
PERMIT CLASSES				
42	077	B	F30974	
TAX DISTRICT		RECEIPT NO.		

FROM 03/08/2024

11727730005				CJ DAVIS HOLDINGS CO DBA AMATOS WOODFIRED PIZZA OF MT VERNON & WALK-IN COOLER 668 N SANDUSKY ST MT VERNON OH 43050
PERMIT NUMBER			TYPE	
02	01	2024		
ISSUE DATE				
03	06	2024		
FILING DATE				
D1	D2	D3	D6	
PERMIT CLASSES				
42	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 03/08/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN.

04/08/2024

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B TRFO 2530335

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF MT VERNON CITY COUNCIL
CITY HALL
40 PUBLIC SQ
MT VERNON OHIO 43050



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: Liquordocs@com.ohio.gov

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)

Communication: 03-25-24A Liquor License Transfer (Liquor Control License)

NOTICE TO LEGISLATIVE
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

4155685		TFOL		INSPIRED VENTURES GROUP LLC	
PERMIT NUMBER		TYPE		908 S MAIN ST	
02	01	2021		MT VERNON OH 43050	
ISSUE DATE					
02	16	2024			
FILING DATE					
D1		PERMIT CLASSES			
42	077	B	F30982		
TAX DISTRICT		RECEIPT NO.			

FROM 03/12/2024

1938570				JERRY A DAUGHERTY	
PERMIT NUMBER		TYPE		DBA MISTER PIZZA	
02	01	2021		110 NEWARK RD & PATIO	
ISSUE DATE		MT VERNON OHIO 43050			
02	16	2024			
FILING DATE					
D1		PERMIT CLASSES			
42	077				
TAX DISTRICT		RECEIPT NO.			



MAILED 03/12/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/12/2024

IMPORTANT NOTICEPLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B TFOL 4155685

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

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(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF MT VERNON CITY COUNCIL
CITY HALL
40 PUBLIC SQ
MT VERNON OHIO 43050



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

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 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

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Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)

Communication: 03-25-24B Liquor License Transfer (Liquor Control License)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2024-11

Meeting: 03/25/24 7:30 PM
Dept: Employee and Community Rel.
Woods, Keener
 Category: Community Relations
 Prepared By: Todd Hill
 Initiator: Todd Hill
DOC ID: 3942

**A RESOLUTION ADOPTING PHASE TWO OF THE CITY OF MOUNT VERNON
 STRATEGIC PLAN AS A STATEMENT OF THE CITY'S VALUES AND GUIDE FOR FUTURE
 LEGISLATIVE AND ADMINISTRATIVE PRIORITIES.**

WHEREAS, in June of 2023 the City began the process of developing Phase Two of its Strategic Plan by continuing the Strategic Planning Steering Committee; and

WHEREAS, the City engaged with over 500 citizens, youth, business leaders, non-profit leaders, government officials, and City employees through focus group sessions and surveys; and

WHEREAS, the Strategic Planning Steering Committee incorporated feedback from those focus group sessions and surveys into Phase Two of the Mount Vernon Strategic Plan; and

WHEREAS, the City seeks to provide guidance to its citizens, leaders, staff and elected officials by adopting its vision statement, mission statement, values and guiding principles; and

WHEREAS, Phase Two of the Mount Vernon Strategic Plan outlines the unique characteristics of the City of Mount Vernon and its residents and their needs.

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

SECTION 1: The Council of the City of Mount Vernon, Ohio adopts Phase Two of the Mount Vernon Strategic Plan, which is attached as an exhibit to this Resolution, as a guide for future legislative and administrative priorities within the City of Mount Vernon, Ohio:

HISTORY:

01/22/24 City Council **FIRST READING**

Resolution No. 2024-11 was given a first reading. Woods requested a 15-minute meeting of the Employee and Community Relations Committee on the legislation for Feb. 12, 2024.

02/12/24 City Council **SECOND READING**

Resolution No. 2024-11 was given a second reading. Woods requested a 15-minute meeting of the Employee and Community Relations Committee on the legislation for Feb. 26, 2024.

02/26/24 City Council **POSTPONED TO A CERTAIN TIME**

Woods made a motion to postpone the third reading of Resolution 2024-11 to March 25, 2024, with a second by Keener. Motion to postpone passed by a voice vote of 7-0.

C·R·E·A·T·I·N·G
Bridges
 TO THE FUTURE

Attachment: Strategic Plan.Phase II FINAL (2024-11 : Strategic Plan Phase 2)



Mount Vernon

An Innovative Community; Authentically Hometown

Strategic Plan Phase II
 City of Mount Vernon, Ohio

2023 through 2028

October 23, 2023

To the Stewards of The City of Mount Vernon, Ohio:

The City of Mount Vernon has boldly taken the next steps in our strategic planning and continued to **zero in** on our management of the progress and growth that has started to come to our community. Through the work of discovering then prioritizing projects, initiatives, and new ideas, the insight, passion, and dedication of our various departments continue to help guide the entire City by striving for our mission: **to provide modern city services with an emphasis on continual improvement, customer service, and equitable laws that support our residents and visitors while attracting and retaining investors in our community.**

Phase II of strategic planning offers a road map of how we continue to respond to the top five main areas of stakeholder interest that we discovered at the start of the initial phase. Those main areas include (by order of priority): **Police Protection/Law Enforcement, Fire/EMS Protection, Utility Infrastructure, Transportation Infrastructure, and Economic Development.** Most of this plan addresses those areas, yet it became clear that we needed to address another area: our **team members**. The work of our team members impacts those five general areas and improves our efficiencies.

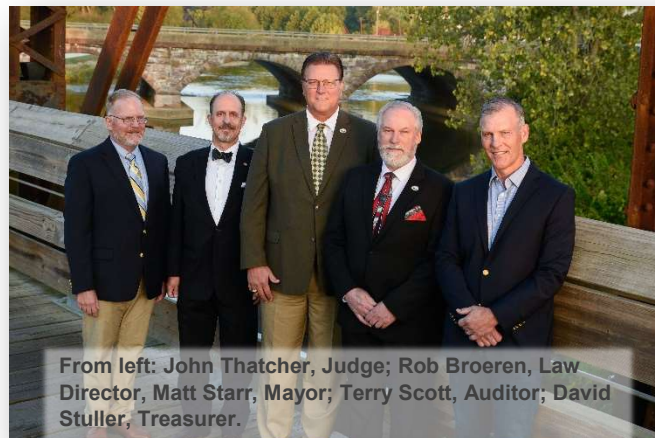
Creating any type of **bridge** necessitates **safety** measures, excellent **quality**, and efficient **productivity**. As department heads identified and defined their strategic goals for Phase II, they kept these criteria in focus for creating **bridges** to Mount Vernon's future.

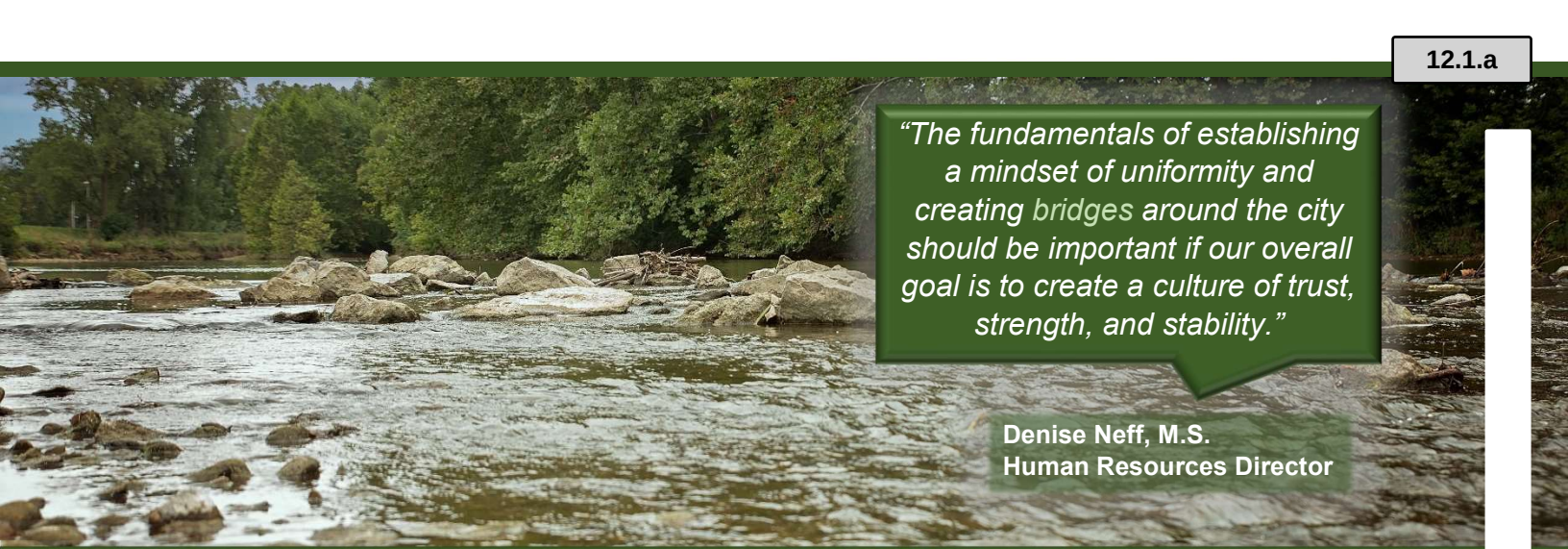
A strategic plan is more than just a document that is developed, approved by the legislative board, and then sits on the shelf unopened. This plan will be used in budget appropriations for the different departments, capital projects, and other long-term investment initiatives that meet the future needs of the City. Soon, we will begin executing the plan, as this is the true measure of our success. As Thomas Edison said, **"Vision without execution is hallucination."**

We are excited to begin these next steps in **Creating Bridges to the Future** of our service to this wonderful City!

Respectfully submitted by the executive leadership team:

Dr. Matthew T. Starr, City Mayor
P. Robert Broeren, Jr., Law Director
Bruce Hawkins, City Council President
Terry Scott, City Auditor
David Stuller, City Treasurer
John Thatcher, Judge





"The fundamentals of establishing a mindset of uniformity and creating bridges around the city should be important if our overall goal is to create a culture of trust, strength, and stability."

Denise Neff, M.S.
Human Resources Director

BRIDGING PHASES I AND II

In the Phase I document of August 5, 2021, the Vision, Mission, Core Values and Guiding Principles were created.

'Next Steps' stated: *With this guidance, City leaders will embark on Phase II of the City's Strategic Plan. This process includes prioritization of existing programs and projects in alignment with these values and guiding principles. It will also include the identification of new initiatives to support the community's current and future needs.*

Fast forward to 2023 – this Phase II document identifies and prioritizes programs and projects to align with the Vision, Mission, Values, and Principles to support the community's current and future needs.

CREATING BRIDGES TO THE FUTURE

Vision, Mission, Values	Page 2
Guiding Principles	Page 3
Phase II: Criteria for Goals	Page 4
Strategic Goals	Page 5
Safety	Page 5
Quality	Page 12
Productivity	Page 17
City Departments.....	Inside Back Cover

VISION, MISSION, VALUES

VISION

Mount Vernon will be a premier city, with historic hometown values, for a diverse group of citizens, visitors, and businesses ensuring safety and opportunity for all through innovative and fiscally responsible services.

The vision highlights what we want to be in the future.

MISSION

Mount Vernon is dedicated to providing modern city services with an emphasis on continual improvement, customer service, and equitable laws that support our citizens and visitors while retaining and attracting investors in our community.

The mission is a challenge and reminder to City leaders and staff of what we promise to our citizens.

VALUES

The qualities and characteristics most essential to our community are:

*Collaboration
Innovation
Inclusivity
Equity
Stewardship
Hometown Character*

The values of the City of Mount Vernon represent those qualities and characteristics most essential to our community.

GUIDING PRINCIPLES

The seven guiding principles established in Phase I are specific, actionable priorities for the near term. They represent key areas of focus for our City over the next several years. Departmental and legislative Phase II initiatives in the following pages are prioritized based on these needs.

- #1** Foster a collaborative environment that is supportive of business and economic growth through fair, efficient, and transparent regulatory processes.
- #2** Support public safety and criminal justice through skilled and diverse hiring, modern facilities and equipment, and investment in staff and training.
- #3** Embark on modern and diverse options while maintaining and improving mobility and interconnectedness of neighborhoods when designing transportation infrastructure.
- #4** Ensure resources to provide affordable access to modern, safe, and efficient utilities while promoting sustainable lifecycle management and strategic expansion of services.
- #5** Collaboratively support a vibrant, active, and livable hometown community through world class parks, recreational opportunities, arts and entertainment, and a thriving historic downtown.
- #6** Through initiatives such as streamlined development processes, innovative zoning, and strategic incentives, the City will support policies to ensure safe, abundant, and attainable quality housing.
- #7** Continue to act in stewardship of the public interest through enhanced public communication, implementation of innovative solutions, ongoing professional development of the workforce, and efficient, effective, and fiscally responsible governance.

PHASE II: CRITERIA FOR GOALS

Mount Vernon will focus on three important criteria for serving community stakeholders as City departments deliver services for the future.



... the way in which safety is managed in the City within the departments. It is the combination of beliefs, perceptions and attitudes of team members toward the safety of themselves (and fellow team members), the overall safety of the work environment, and thus the safety of the community. The City wants everyone to go home at the end of the day safely to their families.



... the opinions, beliefs, traditions, and practices concerning quality. It represents the environment in which the employees follow guidelines, take quality-focused actions, talk about quality, but also see other team members do the same thing. Quality adds value to the service delivered to internal and external customers.



... a measure of how efficiently a person completes a task. It is the rate at which the City or department produces goods and services (output), usually judged on the amounts of inputs (labor, capital, energy, or other resources) used to deliver those goods and services. Generally, productivity occurs when the previous two standards (output and inputs) have been mastered or nearly mastered.

STRATEGIC GOALS

"Our City has entered an exciting era and our administration is committed to seeing the growth and development of Mount Vernon proceed in a smart and thoughtful way. This phase of our strategic plan is a crucial step in that process as we build bridges into the future for the benefit of our citizens and stakeholders."

Tanner S. Salyers
Safety Service Director



Engineering, Fire, Human Resources, Police, Public Utilities, Public Works, and Safety Service

Strategic Goal: Improve workplace safety by mitigating hazards, instituting safe work practices, and environmental measures to reduce the likelihood of workplace incidents.

The implementation of current and modern safety practices is on the minds of team members throughout the City. The need to establish a **safety team**, consisting of an identified employee within each department to become a "safety officer," is at the forefront. Safety Officers may be responsible for reporting concerns to their supervisors along with attending monthly safety meetings. This team would help with the implementation of standard training programs. To move forward with this objective in 2024, a safety team leader would need to be identified. Then, this team leader will recruit committee members from departments around the City.

Engineering, Income Tax, Public Utilities, and Public Works

Strategic Goal: Enhance customer experience through modern facilities with an inviting, safe, pleasant environment, and convenience of payment options in City buildings.

Our Public Works department has plans to remove the North Main and East Chestnut buildings as soon as possible for safety measures and prepare for the growth and plans for the construction of the new annex building behind City Hall that will house the Engineering team along with the Water Billing and Income Tax offices.



Engineering and Public Works

Strategic Goal: Reduce workplace errors while increasing efficiencies and profitability through standardizing procedures.



Standard operating procedures provide the policies, processes and standards needed for the City to succeed. They can benefit the City by reducing errors, increasing efficiencies and profitability, creating a safe work environment, and producing guidelines for how to resolve issues and overcome obstacles. The Public Works department will work with Engineering to define procedures and SOPs for service and regulatory processes.

Fire / EMS

Strategic Goal: Improve workforce physical fitness to provide more effective customer service.

Physical fitness and wellness are extremely important for City team members who work in the Fire/EMS department. Firefighters and emergency medical personnel need strong aerobic capacity for the rigors of the everyday job, which can include running up stairs and climbing ladders, all while carrying up to 75 pounds of PPE, depending on the job. Future goals are to establish National Fire Protection Association (NFPA) physicals for all full-time employees, work with City Administration and Union Local 3712 to establish an annual physical fitness incentive program, and to work with the Office of Human Resources by developing an employee wellness resource guide.



Police and Fire / EMS

Strategic Goal: Reduce response time for all calls for service (CFS) to citizens.

As the City of Mount Vernon continues to expand and large employers are building mega-complexes not far from our community, development of housing and businesses within the City is inevitable. The need to address current and future emergency response times within the City is critical for both police and fire departments. To **bridge** the idea(s) of expansion, the need to purchase land, develop building plans, and begin construction of new fire stations on the east and south sides of the City must be sooner than later. Additionally, plans are in the works to build a modern police department to increase safety measures for our community's future needs.





Probation

Strategic Goal: Reduce citizen fatalities due to drug misuse.

The **NaloxBox** initiative is an innovative, community-access naloxone program that provides tools, training, and awareness to empower laypeople to rescue victims of opioid overdose. The goal is to potentially save the life of their family member or loved one. The Probation department plans to develop a QR code that will be placed on each Naloxbox that will lead to a video on how to administer the lifesaving product, Narcan. The QR code will also log real-time statistics regarding the use of the product.



Public Works (Public Parks)

Strategic Goal: Increase parks and recreation options for citizens and visitors.



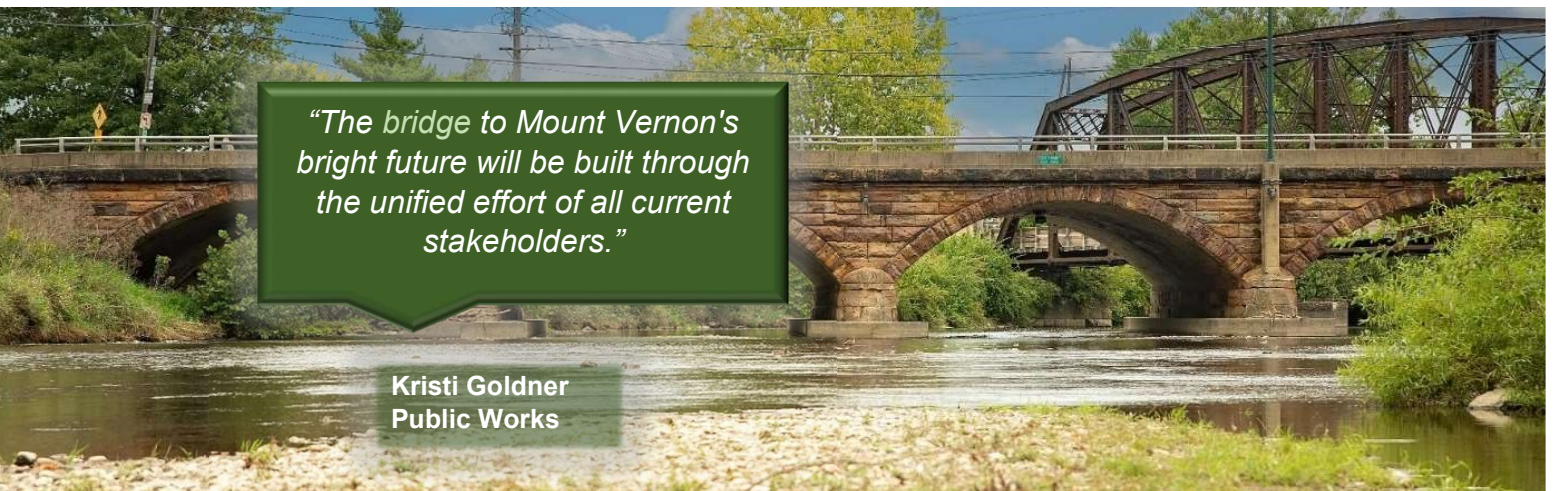
Meeting the needs of our community members, including their beloved pets, is important to the City. Dogs' roles in society are expanding, whether as companions or assuming special roles for assistance or therapy by volunteers or human health professionals. From pets to service animals, emotional support animals, and more, our furry friends benefit our physical health and safety, mental health, and overall well-being.

Our goal is to develop and install a dog park at the old football field beside 1101 W. Gambier St. The dog park will be complete with a divided small and large dog area with equipped hydration stations and obstacle courses.

Public Works (Cemetery)

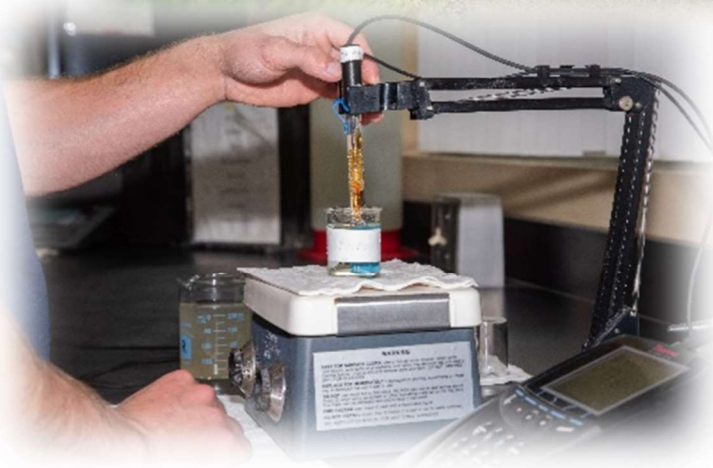
Strategic Goal: Protect the beauty and peaceful resting place of loved ones by maintaining a standard of perpetual care and the prevention of vandalism.

The City's public cemetery has a rich history, dating back to 1833. Mound View Cemetery is named after an ancient Indian mound, which is located in the western part of the cemetery. With over 41 acres, cemetery staff strives to provide family and friends with a quiet and safe place to reflect and mourn. To forestall vandalism, we will pursue installing boundary fencing and gates along with video surveillance equipment.



"The bridge to Mount Vernon's bright future will be built through the unified effort of all current stakeholders."

Kristi Goldner
Public Works



Dr. Matt Starr, Mayor





Administration

Strategic Goal: Support local and small businesses to maintain local economic sustainability to provide products and services to the community.

Currently, the City of Mount Vernon does business with almost 600 local (Knox County) vendors out of 2,500 vendors in total (24%). The fundamental strategy is to reinvest the tax dollars into the local community as much as possible to continue to recirculate the dollars within the local community. Local vendors generate tax revenue which supplies the City Government with its revenue. The City wishes, in turn, to reinvest a portion of that revenue stream back into the local community.



Administration and Human Resources

Strategic Goal: Create a welcoming environment, increase early productivity, and reduce the learning curve of new hires.

There is a great need among all City-wide departments to design and develop an innovative onboarding and retention program for all new employees, along with new members of City Council and committees, to prepare them for their prospective new roles within the City. To create a **bridge** into their new position and/or career, brief preboarding and orientation videos would introduce our culture and check off the necessary boxes, such as compliance and informational City training.

All Departments -- City-Wide

Strategic Goal: Improve customer service speed and convenience through e-government services (e-transactions).

A City's website is often the first point of contact for residents, businesses, and visitors. As a result, it is important for government websites to not only be functional but also engaging and informative. A fully interactive website for our City will go a long way toward creating a communication **bridge** with community members and prospective visitors to our City. All departments will be charged with working together to provide up-to-date pertinent information about their respective projects and initiatives, including increased self-service and availability of public forms.

Courts

Strategic Goal: Provide more effective case management interactions to reduce missed court-related payments.

The Municipal Courts need to transition to a new case management system (CMS) as the current CMS is antiquated. The new CMS will improve interactions with citizens by allowing for e-filing, text and email reminders of payments due, jury duty and upcoming court dates.



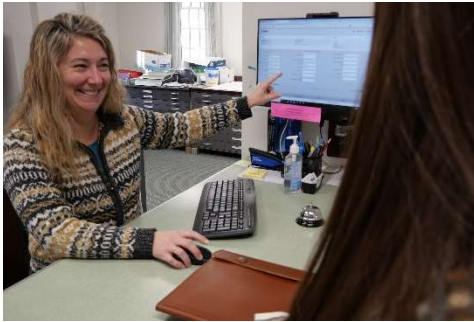
Engineering

Strategic Goal: Support the County-wide active transportation efforts for mobility options of citizens - create a more walkable community.

People in our community deserve easy and safe access to food, health services, education, and other life amenities. To that end, the City is committed to making our community more walkable and safer for pedestrians and cyclists.

Engineering and Zoning Code

Strategic Goal: Provide modern zoning laws that allow for smaller living spaces that will address the entire continuum of housing needed from transitional housing to market home ownership.



Revamping the City's zoning codes will provide greater flexibility of residential, business, and mixed-use options for infill lots to increase housing options of all types, styles, and locations. As outlined in the audit conducted on the City's current zoning practices and procedures, four major themes for improvement will help prepare the City to welcome and accommodate strategic growth. The central

themes of improvement include: 1) reorganize and reformat the regulations to improve usability; 2) streamline and clarify the procedures for development; 3) restructure the district and use regulations; and 4) modernize the substantive standards of the regulations. Requiring permits and increased enforcement will ensure that the community progresses according to these updated zoning codes.

Engineering, Public Utilities, and Public Works

Strategic Goal: Reduce time on site to locate utilities; provide accurate and up-to-date GIS coordinates to reduce staff time on site; and be able to isolate utilities issues to affect the fewest people.

One of the Engineering department's earliest projects is working hand-in-hand with Public Works to update the geographic information system (GIS) maps of all utilities within the city limits. This includes water, sewer lines, and power lines. GIS enables utilities to automatically organize information by location and store all network data in a single platform. It also helps with data management analysis to proactively identify potential risk and respond faster and more strategically to maintain infrastructure. Geospatial technology allows us to make informed decisions based on the importance and priority of resources most of which are limited in nature.

Engineering and Public Works

Strategic Goal: Improve traffic flow and traffic safety through new connecting roads and sidewalks throughout the city.

Zig-zagging through our City on major state and U.S. routes has put a burden on every driver who encounters our beautiful community, especially trucks. The City will continue to study how to streamline traffic flow and seek grant funding when available. For example, current plans are underway with the Ohio Department of Transportation (ODOT) to redirect travelers on St. Rt. 13 with a new road connecting the viaduct with Sandusky Street both northbound and southbound. This will improve traffic flow on St. Rt. 13 and potentially reduce semi-trucks from traveling South Main Street, which is not configured for through traffic. Other road improvements will include working with ODOT to replace a culvert under St. Rt. 3 in the northern part of the City.



Income Tax

Strategic Goal: Increase convenience of transactions through e-payment system, reduce staff time on manual posting of “paper” checks.

Streamlining processes can be very cost effective for municipalities such as Mount Vernon. The Income Tax Department has a goal to set up companies with large payrolls to use Automatic Clearing House (ACH) for submitting withholding payments. This will allow them to upload the payments to the City’s bank account. This initiative will eliminate manually posting checks, which will save time and resources for both parties.

There are many advantages for setting up automatic withdrawal payments from individual taxpayer bank accounts. This, too, could save time, money and additional resources for City employees and the taxpayer. This feature would also guarantee payments are being paid in a timely manner.



Law Director

Strategic Goal: Better assist victims of crime.

The Law Director's Office continues to revise its policies and procedures with the ever-increasing requirements of Marsy's Law to better assist victims of crime. This Ohio law states that *"Victims of a criminal offense or delinquent act, or their estate, have a constitutional right to receive compensation ("restitution") for economic loss from the person who committed the act against them."*

Probation

Strategic Goal: Help people rebuild their lives and return/become successful members of the community.

Rewarding our community members who are working hard to get their lives back on track is essential to the City of Mount Vernon. The Probation department intends to be proactive in our community by rewarding their clients who are doing well. House checks generally have a negative connotation and incite fear in the typical probationer. The department's goal is to improve that image and perform house checks on deserving individuals to provide them with words of affirmation and encouragement. Small monetary gifts donated by community businesses could serve as an additional means to motivate individual(s) to continue down the right path.



Property Maintenance & Enforcement

Strategic Goal: Enhance economic development through educational and personal communications with property owners; reduce property violations to enhance property values, neighborhood values, and social infrastructure.

The Property Maintenance Department has a goal to educate residents and property owners about City ordinances to obtain voluntary compliance and reduce the number of violations through personal communication and violation notices. The department would also like to maintain a proactive inspection policy to stay at the forefront of effective code enforcement. Conducting daily monitoring of neighborhoods to identify potential violations early would deter further growth and deterioration of properties. Effective follow-up is needed on existing violations to ensure timely remediation.



Administration and Human Resources

Strategic Goal: Improve feedback to team members on work performance and expectations of the City's mission, vision, and values.

Annual evaluations can be a daunting task for many. However, the implementation of a new **positive evaluation model** could improve morale and increase productivity among City team members. With the new model, supervisors would be encouraged and held accountable to meet with their new subordinates after they have been on the job for ninety (90) days and with seasoned employees annually. Supervisors and subordinates would reflect on only 20% of the previous year's performance. While identifying what went right and what went wrong can be discussed, the evaluation conversation will be 80% focused on goals and positive reinforcement for the next year.

All Departments – City-Wide

Strategic Goal: Be a competitive employer in the community and region where people of various career goals want to work for the City of Mount Vernon.

There's no secret that the City of Mount Vernon will be impacted greatly when the new Intel Corporation's computer chip manufacturing campus in Johnstown is completed in 2025. Also recently known as 'Ohio One,' this multibillion-dollar company will bring an immense need for newly created positions City-wide to handle the growth throughout Phase II of our Strategic Plan.

Employee appreciation goes beyond positive evaluations and a pat on the back. If we treat employees like they make a difference daily, they will. Compensation management is important for employee motivation as well. Employees who are recognized for the value and experience they bring to a position are more likely to be determined, loyal, and higher performing than those who are not. A new compensation study will be launched and presented during Phase II of our Strategic Plan. The intention of this new analysis will be to review and make recommendations to City Council for **bridging** any gaps in our compensation levels to a place of worth, along with competitiveness in our current market.



All Departments – City-Wide

Strategic Goal: Enhance the professional development of each team member through educational and inservice options for new skill development.

Employee development programs are crucial for maintaining engagement, developing an internal talent pipeline, and retaining top talent. Investing in employee development attracts high-quality candidates by demonstrating that our beautiful and engaging City values growth and development. Our world is forever changing, and we all need to stay current in our fields of practice. This includes seminars and conferences not only on premises but also within a reasonable reachable distance.

Courts

Strategic Goal: Enhance driver education and license intervention to reduce citations and reduce the need for requests for driving privileges.



The Courts have established a goal to create a local Driver Interdiction/ License Intervention Program. Currently individuals who fail to provide proof of insurance during a routine traffic stop are given a non-compliance suspension of their driving privileges imposed by the Ohio Bureau of Motor Vehicles without the benefit of consistent, accurate instructions about how to become compliant. The new

program would provide free information to offenders on traffic safety and instructions to become valid and regain their driving privileges, potentially resulting in fewer citations issued and fewer requests for driving privileges.



Engineering

Strategic Goal: Protect and enhance City physical assets by generating a comprehensive list of streets, utilities, parks, and buildings and formulating a life-cycle plan for each.

Planning ahead for the preservation, rehabilitation, and/or decommissioning of our City's infrastructure will maximize the fundamental needs of municipal living and commerce while minimizing the detrimental effects associated with unplanned emergency repairs or replacement. The Engineering department would identify all public physical assets within the City and develop plans and manuals for operation, maintenance, repair, replacement, and rehabilitation. This may reduce downtime for all City departments by having the necessary resources on hand, such as labor and parts, and a strategy to use these resources. Understanding the life cycle of our streets, for example, puts our Engineering department in a better position to apply for and secure competitive government grants for our Public Works staff to repair a street before it becomes unsafe. Master plans for our water and wastewater systems can assist the Public Utilities department to more efficiently maintain or upgrade those critical components before a disruptive break occurs.

Fire / EMS, Police, Public Utilities, Public Works

Strategic Goal: Serve the community using up-to-date equipment, safe vehicles and internet connectivity.

As City residents depend upon our safety services, utilities infrastructure, and public operations to keep them safe and their lives comfortable, we need to make sure our vehicles and equipment are top notch and up to date. Our growing population will require additional equipment and tools to enable City staff to perform more work in-house instead of hiring contractors to perform the work at additional expense. Developing and utilizing modern internet connectivity for remote monitoring of City infrastructure may improve communication between departments and support planned maintenance.





Law Director

Strategic Goal: Increase efficient collaboration with law enforcement partners and provide better services to those who interact with the Law Director's office.



In conjunction with the Municipal Court's transition to a new case management system, the Law Director's Office will pursue the adoption of the software's Prosecutor Module. This will continue the office's evolution into a modern law office, allowing the City to collaborate more efficiently with our law enforcement partners and provide better services to those who interact with the office.



CITY OF MOUNT VERNON LEADERSHIP

as of October 31, 2023

DEPARTMENTS

MAYOR

Dr. Matthew Starr

AUDITOR

Terry Scott

CIVIL SERVICE

Tony Deluliis, Test Administrator

ENGINEERING

Brian W. Ball, City Engineer

FIRE / EMS

Chad Christopher, Fire Chief

HUMAN RESOURCES

Denise Neff, Human Resources Director

INCOME TAX

David Stuller, City Treasurer

LAW

P. Robert Broeren, Jr., Law Director

MUNICIPAL COURT

John Thatcher, Judge

POLICE

Robert K. Morgan, Police Chief

PROPERTY MAINTENANCE & ENFORCEMENT

Greg Bemiller, Code Enforcement Officer

PUBLIC UTILITIES

(Water, Wastewater, Distribution, Collection Billing)

Aaron Reinhart, Director of Public Utilities

PUBLIC WORKS

(Cemetery, Buildings/Lands, Parks, Streets)

Tom Hinkle, Director of Public Works

SAFETY SERVICE

Tanner Salyers, Safety Service Director

CITY COUNCIL

PRESIDENT

Bruce E. Hawkins

FIRST WARD

James Mahan

SECOND WARD

John Ruckman

THIRD WARD

Tammy Woods

FOURTH WARD

Mike Hillier

AT-LARGE

Amber Keener

AT-LARGE

Mel Severns

AT-LARGE

Janis Seavolt

"Together, we are the architects of unity and the builders of bridges, forging a future where quality, productivity, and safety are our guiding pillars, connecting stakeholders to a brighter tomorrow."

Lt. Andrew Burns
Police Department



Mount Vernon

An Innovative Community; Authentically Hometown

*Consulting and publication design by ImpactDS Consulting, LLC, Mount Vernon, Ohio.
Photography by Backroads Photography, Dresden, Ohio
Printing by Good Impressions, Mount Vernon, Ohio*

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

SCHEDULED

RESOLUTION 2024-23

Meeting: 03/25/24 7:30 PM
Dept: Streets and Public Buildings
Severns, Ruckman
 Category: Streets
 Prepared By: Rob Broeren
 Initiator: Todd Hill
DOC ID: 3965

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE REHABILITATION AND IMPROVEMENT OF EDGEWOOD ROAD (KNO CR 63A 0.00); AND DECLARING AN EMERGENCY.

WHEREAS, the City of Mount Vernon, Knox County, Ohio, hereinafter referred to as the Local Public Agency (LPA) has determined the need for the described project:

Widening of Edgewood Road from Gambier Road (US-229) to US-36. Roadway improvements are to include widening, drainage improvements, and multimodal improvements.

NOW THEREFORE, be it ordained by the City of Mount Vernon of Knox County, Ohio.

SECTION 1 - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION 2 - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into an LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

For a breakout of costs and funding sources by Phase, please refer to Agreement 40144, Attachment 1.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to

ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION 3 - Utilities and Right-of-Way Statement

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way includes eligible utility costs.

The LPA agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that such accommodation, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION 4 - Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION 5 - Authority to Sign

The LPA hereby authorizes, Safety Service Director of the City of Mount Vernon is hereby empowered on behalf of the City of Mount Vernon to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, Safety Service Director to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of Mount Vernon to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION 6 - Emergency Clause

This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and for the further reason to immediately begin the process of the upgrade of Edgewood Road, 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:

02/26/24

City Council

FIRST READING

Resolution No. 2024-23 was given a first reading. Severns requested a 15-minute meeting of the Streets and Public Buildings Committee on March 11, 2024 to discuss the legislation. In addition, there will be a special Council meeting on March 6, 2024 from 6 to 8 p.m. on the legislation.

03/11/24

City Council

SECOND READING

Resolution No. 2024-23 was given a second reading. Severns requested a 15-minute meeting of the Streets and Public Lands Committee on the legislation for March 25, 2024.

120233
PID NUMBER40144
AGREEMENT NUMBER

DUNS NUMBER

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Mount Vernon, 40 Public Square, Mount Vernon, Ohio 43050 hereinafter referred to as the LPA acting by and through the Safety Service Director.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The widening of Edgewood Road from Gambier Road (US-229) to US-36. Roadway improvements are to include widening, drainage improvements, and multimodal improvements (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - A. FEDERAL
 - 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
 - 23 CFR 630.106 – Authorization to Proceed
 - 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
 - 23 CFR 645 - Utilities
 - 48 CFR Part 31 – Federal Acquisition Regulations
 - 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
 - 23 USC 112 "Letting of Contracts"
 - 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
 - Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be \$3,142,763.16, as set forth in Attachment 1. ODOT shall provide to the LPA eighty percent (80%) of the eligible costs, up to a maximum of \$650,000.00 in 4TF7 Federal funds for PE/DD and RW Phases; and ninety five percent (95%) of eligible costs, up to a maximum of \$2,000,000.00 in 4B97 Federal funds for Construction Phase. These maximum amounts reflect the funding limits for the PROJECT set by the applicable Program Managers, and costs beyond the stated maximums will be the responsibility of the LPA. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual design or construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District

Page 2 of 27

within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

- 3.7 Payment or reimbursement to the LPA shall be submitted to:

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

4. PROJECT DEVELOPMENT

- 4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website (www.dot.state.oh.us/drrc/Pages/default.aspx). Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.7.
	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 6 for detailed requirements.
	Utility Relocation		X	Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.

	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
- 4.6 Environmental Responsibilities
- A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.
 - B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.
 - C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
 - D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
 - E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.
 - F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
 - G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.
- 4.7 Use of ODOT Consultant Agreements
- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
 - 1. If the LPA chooses to utilize the CEO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT

prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

5. CONSULTANT SELECTION AND ADMINISTRATION

5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.
- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.
- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and

153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

A. Policies in Selection of Consultants

1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

a. Communications which are strictly prohibited:

- (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

b. Allowable communications include:

- (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
- (2) Technical or scope of services questions specific to projects posted with a programmatic group.

c. When completed selections must be publicly announced.

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest "RFLol" must be advertised on the Consultant Services page of ODOT's website.

4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

6. Prohibited Selection Factors

- a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
- b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form.. The “Programmatic” selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

2. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

- a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.
- b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.
- c. Specialized services for which the LPA has limited experience and performance records for past projects.
- d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then "shortlisting" to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLol, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLol.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written technical proposal and/or presentation/interview along with the initial letter of interest.

3. Emergency Selection Process

The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

- a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.
- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLol) shall include the following:

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.
- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.), and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.
- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.

- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.
- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:

The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex (including pregnancy, gender identity and sexual orientation), age, disability, low-income status, or limited English proficiency in consideration for an award.

- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.
- p. Estimated date of authorization.
- q. Time period in which the work must be completed.

- r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.
- s. Required content of the letter of interest (RFLol) including;
 - (1) The firm's general qualifications.
 - (2) Proposed key staff including key subconsultant staff and project approach.
 - (3) A listing of subconsultants including project responsibility.
 - (4) Whether resumes of key staff members must be submitted.
 - (5) Other information needed to make an informed selection decision.

2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:
 - (1) Compliance with general Lol requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
 - (2) Inclusion on the list of firms suspended or debarred by the Federal Government.
 - (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.
- b. Compliance with prequalification requirements.
- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the

solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- d. For each project, rate each shortlisted firm using the selection rating form.

Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.
- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.
- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors

4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10	See Note a. below	

Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
Consultant's Past Performance	30	See Note d. below	
Project Approach	25	See Note e. below	
Total	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.
- (2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.
- (3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

- (4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds

disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 ODOT will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 7. ADVERTISING, SALE AND AWARD
- 7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.
- 8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.
- 9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA

has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(a) Compliance with Regulations: The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as “ADA/504”).

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low- income status, or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA’s noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) Above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA’s consultants and

contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.
12. TERMINATION; DEFAULT AND BREACH OF CONTRACT
- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA

shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Safety Service Director	District 5 Capital Programs Administrator
City of Mount Vernon	Ohio Department of Transportation
40 Public Square	9600 Jacksontown Road
Mount Vernon, Ohio 43050	Jacksontown, Ohio 43030

15. GENERAL PROVISIONS15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

☐
1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

(A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**

(B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**

(C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐
2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**

(B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐
3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**

(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is

4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A)** The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B)** The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C)** Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁵ Further, the LPA may make this

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

- 4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

⁵ Per 2 CFR §200.502

determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment*: LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures*: Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Mount Vernon	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

Uses/Sources	LPA Funds			FHWA Funds			State Funds			Total
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
Preliminary Engineering	\$ 37,500.00	20	LNTP	\$ 150,000.00	80	4TF7/CR06				\$ 187,500.00
Final Design, Construction Plans & Specifications										
Acquisition of Right of Way & Utility Relocation	\$ 150,000.00	20	LNTP	\$ 500,000.00	80	4TF7/CR06				\$ 650,000.00
Project Construction Costs	\$105,263.16	5	LNTP	\$2,000,000.00	95					\$2,105,263.16
Inspection	\$200,000.00	100	LNTP							\$200,000.00
Totals	\$ 492,763.16			\$ 2,650,000.00						\$ 3,142,763.16

COUNTY-ROUTE-SECTION

PID NUMBER

AGREEMENT NUMBER

DUNS NUMBER

Attachment 2**DIRECT PAYMENT OF CONSULTANT**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We _____ request that all payments for the Federal/State share of the consultant costs of this Agreement performed by _____ be paid directly to _____.

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT signature:	



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2024-33

Meeting: 03/25/24 7:30 PM

Dept: Utilities

Ruckman, Miller

Category: Utilities

Prepared By: Rob Broeren

Initiator: Todd Hill

DOC ID: 3988

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON, OHIO TO ENTER INTO CONTRACT WITH GRAY MATTER SYSTEMS, LLC FOR WATER PLANT CONTROL SYSTEM PHASE 7 - RK-1 CABINET REPLACEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Mount Vernon has been upgrading its water distribution facilities using a process consisting of phases during the past several years; and

WHEREAS, Gray Matter Systems, LLC has contracted with the City to complete the previous phases.

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

SECTION 1: That the Safety-Service Director for the City of Mount Vernon be and he herewith is authorized and directed to enter into contract with Gray Matter Systems, LLC for design and implementation of Water Plant Control System Phase 7 - RK1 Cabinet Replacement as detailed in Exhibit A (Attached).

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

HISTORY:

03/11/24

City Council

FIRST READING

Resolution No. 2024-33 was given a first reading. Ruckman requested a five-minute meeting of the Utilities Committee on the legislation for March 25, 2024.

PROPOSAL FOR PROFESSIONAL SERVICES



Mount Vernon Ohio Water
1/29/2024





TRANSFORMING OPERATIONS EMPOWERING PEOPLE.

Who We Are

GrayMatter is dedicated to transforming operations and empowering people. We help your people and your industrial assets become smarter and more visible.

Some of the biggest industrial companies in the world lean on us to protect and connect their critical assets to their teams so that every operator is empowered to be the best operator.

GrayMatter has been named to the Inc. 5000 fastest growing companies list for six consecutive years, and was named Pittsburgh's Tech50 Innovative Solution Provider of the Year for 2018 and 2019. Recently, our deceptionGUARD offering was honored as a "World Changing Idea" from Fast Company.





Professional Services

Request for Proposal: RK-1 PLC Replacement

GrayMatter Opportunity: 264552

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

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

Sincerely,

FREDDIE McKISSICK,

Solutions Consultant, GrayMatter

Contents

Objective	1
Deliverables	1
Project Management	2
Assumptions	3
Documentation	3
Investment	3
Schedule	4
Standard Rate Schedule	4
Invoicing	5
Order Placement	5
Terms and Conditions	6

Objective

Provide GrayMatter Professional Services for programming and support of Mt. Vernon Ohio Water staff in replacing a legacy PLC system for Plant Location RK-1.

Deliverables

Control Narrative to include:

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

System Description - Describe what the total process is doing.

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

Input\Output List:

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

Input\Output Termination Drawings:

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

PLC Programming:

A new PLC program will be developed to accommodate current operation of the water plant. The PLC program incorporates all of the functionality required to monitor and control the water plant. This will include replication of existing controls of each existing system based on PID loops, pressure\flow monitoring and equipment sequencing. The PLC program will be based on existing

logic in the current PLC. Simulation logic will be developed to allow for offsite testing and debugging.

SCADA Programming:

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

Simulation and Testing:

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

Field Installation:

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

Onsite Startup and Commissioning:

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

Project Management

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

Once assigned, the Project Manager will work collaboratively with the customer and project team to understand the customer's expectations and requirements, both from a technical perspective

and regarding any key critical success factors related to the project (e.g., schedule, business goals, etc.).

Assumptions

- Replacement PLC wiring / terminations and / or required panel wiring to be performed by Mount Vernon or appointed subcontractor(s)
- Network hardware to be provided by and radio installation to be performed by Mount Vernon or appointed subcontractor(s)
- Required communication cables, adapters, etc. to be provided by Mount Vernon or appointed subcontractor(s)
- All PLC, IO, HMI and Radio Equipment will be supplied by Mount Vernon or appointed subcontractor(s)
- No software or hardware will be provided as part of this engagement.

Documentation

- Drawings – IO List
- Drawings – IO Terminations

Investment

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

Description	Qty.	Price	Total
GrayMatter Services, Project Management, Travel Time and Travel Expenses for Phase 7 Activities at Mount Vernon.	1	\$176,210	\$176,210
Project Total			\$176,210

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

Schedule

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

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

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

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

Standard Rate Schedule

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

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

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

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

Invoicing

Work shall be invoiced monthly based on the following milestones:

30% due at issue of purchase order.

30% due at PLC program completion.

40% due at Project Completion.

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

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

Order Placement

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

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

FAX 412.202.5053

EMAIL: contracts@graymattersystems.com

Please list all Proposal Numbers on Orders. Thank you!

Terms and Conditions

For the full and legally binding terms and conditions, please refer to our official website where a downloadable version is available.

<https://graymattersystems.com/graymatter-terms-conditions/>

THANK YOU.

GrayMatter

100 Global View Drive
Suite 200
Warrendale, PA 15086
graymattersystems.com
1-877-741-2410



GRAYMATTER



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2024-36

Meeting: 03/25/24 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
 Category: Agreement
 Prepared By: Todd Hill
 Initiator: Todd Hill
DOC ID: 3993

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT COOPERATIVE
 PURCHASING PROGRAM FOR ROAD SALT FOR 2024; AND DECLARING AN
 EMERGENCY.**

WHEREAS, the City of Mount Vernon, Knox County, submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

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

SECTION 1: The City of Mount Vernon, Ohio (hereinafter "Political Subdivision") agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract.

SECTION 2: The Political Subdivision acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision.

SECTION 3: The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses or other damages arising out of the Political Subdivision's participation in the road salt contract.

SECTION 4: The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT.

SECTION 5: The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period.

SECTION 6: The Political Subdivision agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract.

SECTION 7: The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request no later than Monday, April 29, 2024 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be

received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

SECTION 8: 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 the City must indicate its participation in this program no later than April 29, 2024 to be eligible for the savings it will produce, 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 2024-37

Meeting: 03/25/24 7:30 PM

Dept: Land Use and

Development

Keener, Mahan

Category: Planning and Zoning

Prepared By: Todd Hill

Initiator: Todd Hill

DOC ID: 3994

A RESOLUTION APPROVING THE PND COMPREHENSIVE DEVELOPMENT PLAN AS SUBMITTED BY LEMMON DEVELOPMENT AND APPROVED BY THE MOUNT VERNON MUNICIPAL PLANNING COMMISSION FOR PARCEL #71-00050.000 ON UPPER GILCHRIST ROAD; 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 Mount Vernon City Council approve the PND Comprehensive Development Plan as submitted by Lemmon Development and approved by the Municipal Planning Commission for Parcel #71-00050.000 on Upper Gilchrist Road. The general plan for the development is shown in Attachment "A" and made part of this Resolution.

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 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.



City of Mount Vernon, Ohio

Development Services

40 Public Square

Mount Vernon, OH 43050

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

To: Clerk of Council

March 18, 2024

Municipal Planning Commission

Meeting Date: March 14, 2024

Case Number: 2024-MPC-03

PND Comprehensive Development Plan for parcel number 71-00050.000 on Upper Gilchrist RD

A PND Comprehensive Development Plan was submitted for review to the Municipal Planning Commission for recommendation to Council by Lemon Development for parcel: 71-00050.000 on Upper Gilchrist Road.

A public hearing was held and discussion ensued about the proposed Comprehensive Development Plan. Following discussion:

Tanner Salyers made a motion to recommend to Council to approve the Comprehensive Development Plan. Anne Ellsworth seconded the motion.

**The motion passed with a unanimous 5-0, affirmative vote.
(Yes: Starr, Salyers, Ellsworth, Hawkins, Swallow)**

Per §1163.03 Council shall consider the recommendation of the Municipal Planning Commission for the Comprehensive Development Plan and determine the final approval or denial.

Warm Regards,

Lacie Blankenhorn

Lacie Blankenhorn
Development Services Manager

Attachment: 03-25-24 Attachment A (2024-37 : Upper Gilchrist PND Plan Approval)



DATE: February 29, 2024
 TO: City of Mount Vernon
 FROM: Patrick Mackie
 RE: Mt. Vernon Upper Gilchrist

1163.02 DEVELOPMENT STANDARDS.

(a) Lot Requirements in the Planned Neighborhood District are:

- (1) Lot area: No minimum lot area is required, but an area can be considered a Planned Neighborhood District only if a variety of different types of dwelling units are used.
Response: The project will consist of a variety of 2-unit, 4 unit, and 6-unit villas and 8 unit apartment buildings
- (2) Yards: No yard requirements or distances between buildings are established in order to enable creativity in design. The applicant shall arrange the buildings in such a way that adequate provision is guaranteed for all units to open space, air, light and exposure to sunshine. Zero lot line clusters and variations in building setbacks are encouraged.
Response: The buildings have been arranged to provide an open area behind the buildings. The plan establishes the building separations.
- (3) The maximum density shall not exceed five dwelling units per net acre. Densities can be increased as provided for in Section 1163.02 (3)C. hereof. Public right-of-way shall not be included in the computation of new area.
Response: The density of the development is 4.6 units/ac. which is less than the 5 units/ac. maximum density.
- (4) Single family developments which do not utilize zero lot line clusters or equally creative site design must conform to the R-1 single family development standards.
Response: N/A as this project is a multi-family project.

(b) Building Requirements in the Planned Neighborhood District are:

- (1) Maximum height: Except as provided in subsection 1163.02 (c)(3) hereof, no multiple family structure shall exceed thirty-five feet in height and single family and two-family structures shall not exceed thirty feet in height.
Response: All proposed structures are single story. The apartment buildings will not exceed 24 feet in height, and the villa units will not exceed 21 feet in height.
 - A. Minimum floor areas:
 1. Single family: 1,200 square feet.
 2. Two family: 900 square feet each unit.
 3. Multifamily: 700 square feet each unit.*Response: All villa units will exceed 1,200 square feet and all apartment units will exceed 700 square feet.*



(c) Site Development Requirements in the Planned Neighborhood District are:

- (1) All applicable subdivision regulations and parking, sign and landscaping regulations of this Zoning Ordinance must be satisfied.

Response: Per Section 1174.05 two parking spaces per unit are required or 312 spaces. The plan provides for a total of 528 spaces as indicated on the plan. Landscaping will be as shown on the preliminary landscape plan.

- (2) A comprehensive development plan must be approved by the Planning Commission which includes all of the following elements:

- A. Location and size of residential uses indicating the location of any types of dwellings, the density for each separate area of land to be developed, the overall number of units to be constructed, and the overall density of the proposed development.

Response: The development includes 108 villa units and 48 apartment units. The total density of the proposed development is 4.6 units/acre.

- B. Location, size and type of nonresidential uses such as open space, parks, playgrounds, community facilities and schools to be located in the land to be developed.

Response: Non-residential uses are shown on the plan. This includes open area, a club house, pickleball, and walking trails.

- C. Proposed phases of development of the land in terms of units, land area, streets, access and uses.

Response: The project is planned to be phased as shown on the plans.

- D. Traffic patterns, streets, bikeways, access, parking areas and pedestrian walkways. Conflict between the movement of pedestrians, bicycles and vehicles shall be minimized.

Response: The traffic patterns, parking areas and pedestrian walkways are as shown on the plan.

- E. Trash collection systems to be used, the location and type of trash containers, and the types of enclosures to be used to screen trash containers from view.

Response: Individual Unit Pickup will be utilized for trash collection.

- F. A preliminary plat conforming to the subdivision regulations and including at least twenty percent (20%) of the total acreage included in the comprehensive development plan.

Response: The Preliminary Plan includes applicable information from Section 1135.02.

- (3) Development incentives: Development incentives of increased densities and increased building heights may be recommended by the Planning Commission based on the following criteria:

- A. The development is directly adjacent to major thoroughfares as delineated in the Thoroughfare Plan and community services.

Response: N/A as no development incentives are being requested.



- B. Building design and site design is of high quality and includes the integration of buildings and structures with natural materials or well defined, and good design.

Response: N/A as no development incentives are being requested.

- C. A well-designed open space system is utilized that provides pedestrian and bicycle access to neighborhood facilities, parks, play areas and scenic areas, and the system includes provision for landscaping and outdoor furniture.

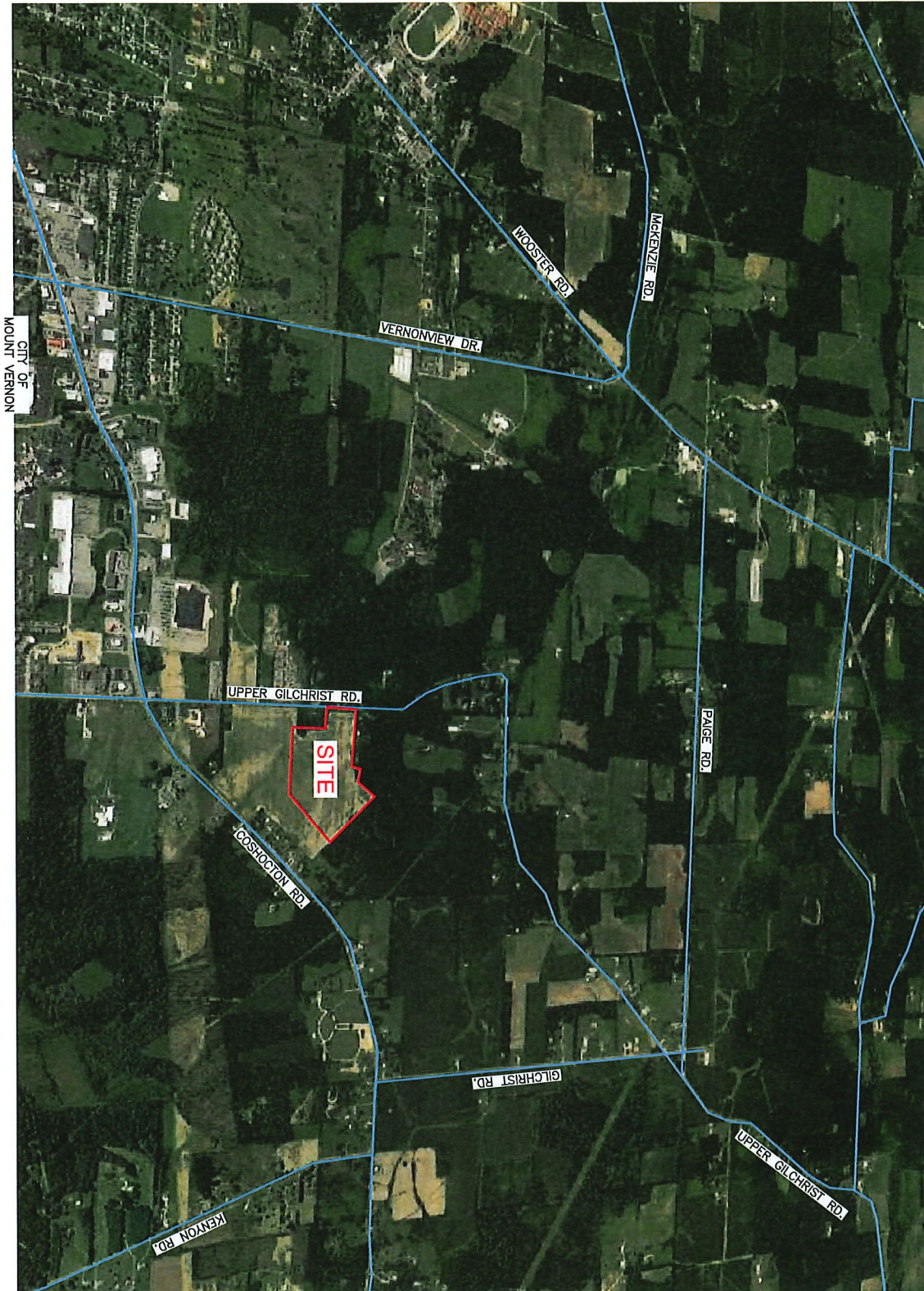
Response: N/A as no development incentives are being requested.

- D. Land is provided for major community facilities and schools.

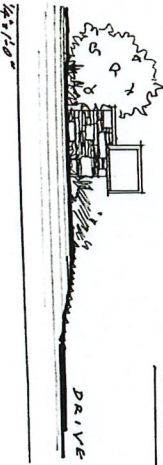
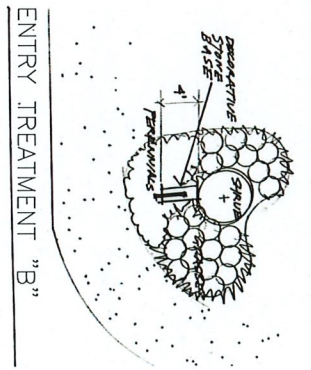
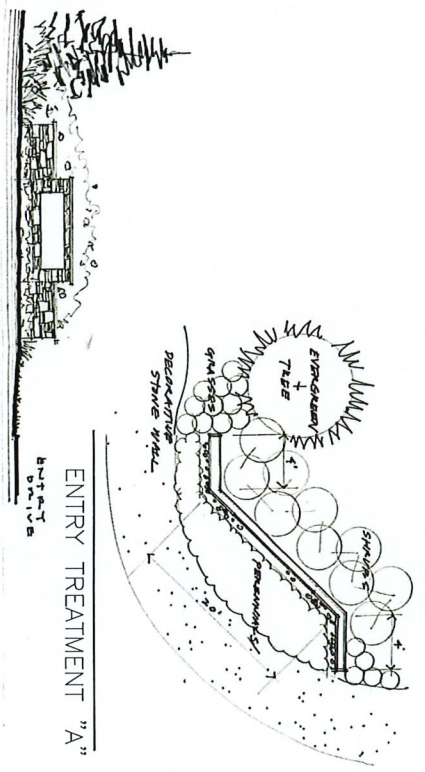
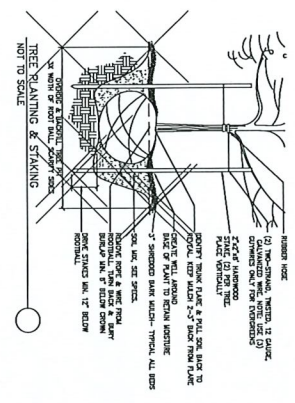
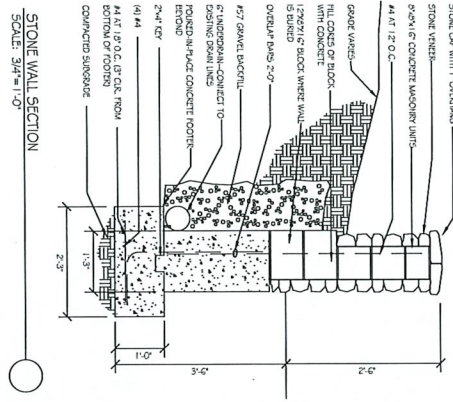
Response: N/A as no development incentives are being requested.

- E. Total density shall not exceed eight dwelling units per acre. (Ord. 2005-34. Passed 12-12-05.)

Response: N/A as no development incentives are being requested.



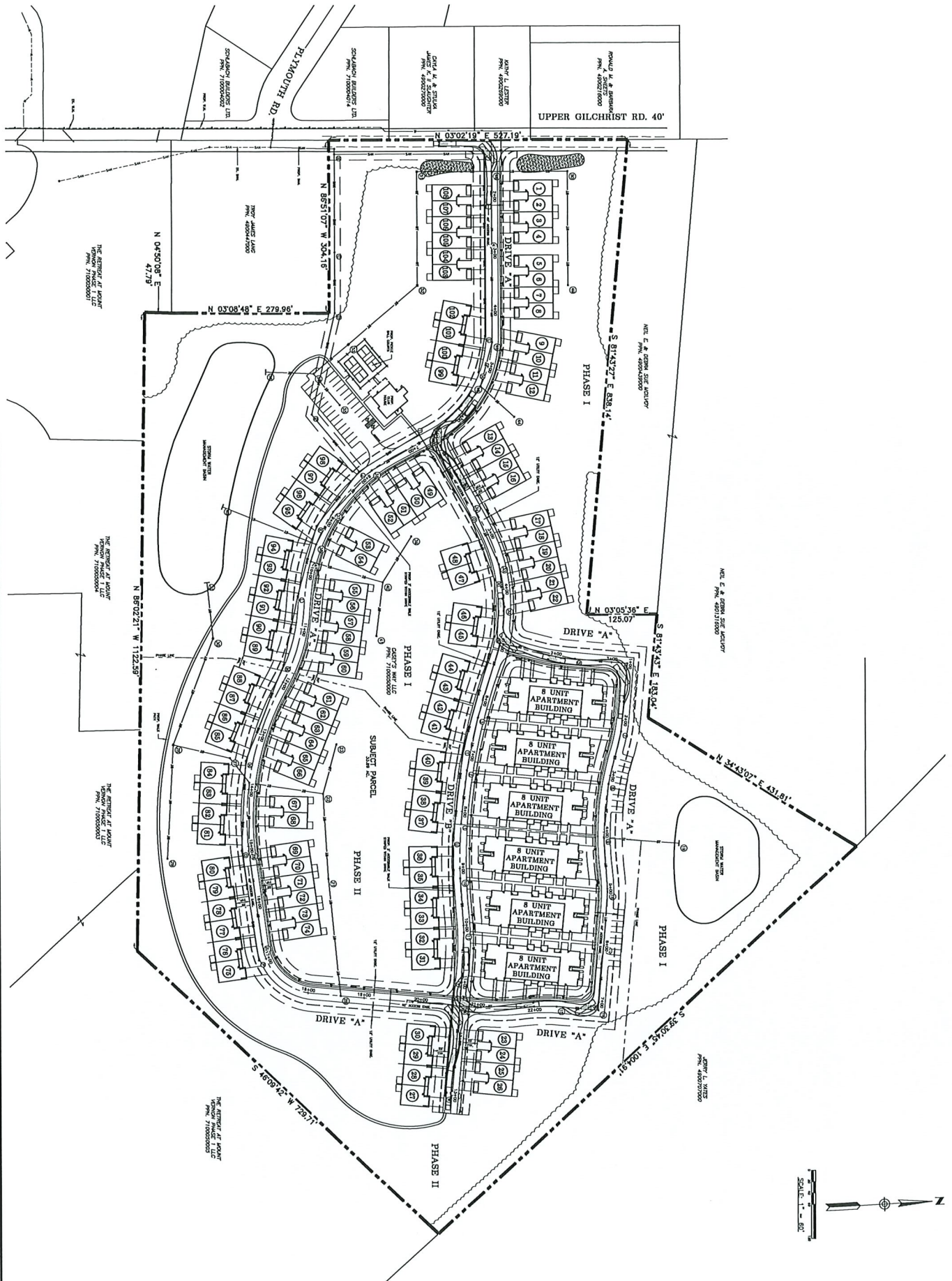




James A. Wright
Landscape Architect
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ADJACENT PROPERTY OWNERS

PPN	PARCEL ADDRESS	OWNER	TAX MAILING ADDRESS
4900439000	UPPER GILCHRIST RD.	NEIL E. & DEBRA SUE MOILVOY	PO BOX 402, GAMBIER, OH 43022
4901316000	12092 UPPER GILCHRIST RD.	NEIL E. & DEBRA SUE MOILVOY	PO BOX 402, GAMBIER, OH 43022
4900707000	COSHOCKTON RD.	JERRY L. YATES	12576 UPPER GILCHRIST RD., MOUNT VERNON, OH 43050
7100050005	UPPER GILCHRIST RD.	THE RETREAT AT MOUNT VERNON LLC	999 POLARIS PKWY., SUITE 200, COLUMBUS, OH 43240
7100050003	UPPER GILCHRIST RD.	THE RETREAT AT MOUNT VERNON LLC	999 POLARIS PKWY., SUITE 200, COLUMBUS, OH 43240
7100050004	UPPER GILCHRIST RD.	THE RETREAT AT MOUNT VERNON LLC	999 POLARIS PKWY., SUITE 200, COLUMBUS, OH 43240
7100050001	11850 UPPER GILCHRIST RD., MOUNT VERNON, OH 43050	THE RETREAT AT MOUNT VERNON PHASE 1 LLC	999 POLARIS PKWY., SUITE 200, COLUMBUS, OH 43050
4900447000	11990 UPPER GILCHRIST RD.	TROY JAMES LANG	18484 NEW GAMBIER RD., MOUNT VERNON, OH 43050
7100004014	PLYMOUTH RD.	SCHLABACH BUILDERS LTD	6678 STATE ROUTE 241, MILLERSBURG, OH 44654
4900270000	12000 UPPER GILCHRIST RD.	CAYLA M. & STULKA JAMES K. II SLAUGHTER	THE HOME LOAN SAVINGS BANK ATTN: ESCROW DEPT, 413 MAIN ST. COSHOCTON, OH 43812
4900269000	12045 UPPER GILCHRIST RD.	KATHY L. LESTER	12045 UPPER GILCHRIST RD., MOUNT VERNON, OH 43050
4900216000	12067 UPPER GILCHRIST RD.	RONALD M. & BARBARA A. SHEETS	12067 UPPER GILCHRIST RD., MOUNT VERNON, OH 43050



RIDGE DUPLEX ELEVATION A



RIDGE DUPLEX ELEVATION B



RIDGE DUPLEX ELEVATION C

PLANNING SUBMISSION 03/01/24

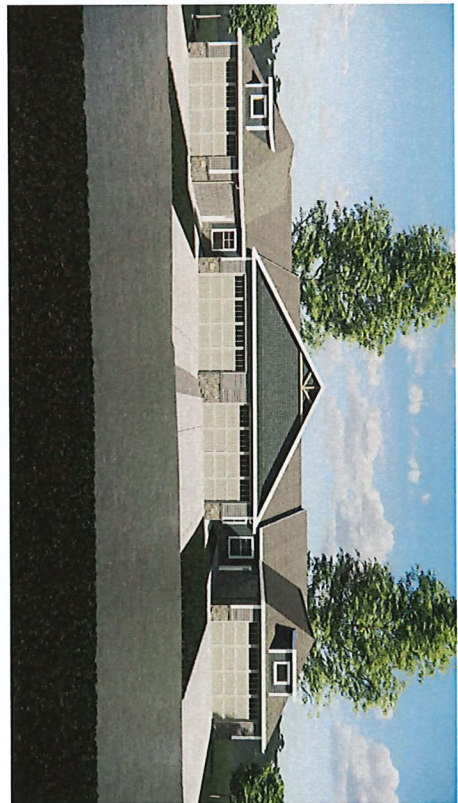


FOUNDERS GROVE UPPER GILCHRIST MT. VERNON, OHIO RIDGE DUPLEX VILLA	PPN: -
DATE: 03/01/24	PROJECT NO: 20006
DRAWING NO: A801	

GBC DESIGN, INC.
665 White Pond Dr. Akron, OH 44320
Phone 330-836-0228 www.gbcdesign.com



RIDGE QUADPLEX ELEVATION A



RIDGE QUADPLEX ELEVATION B



RIDGE QUADPLEX ELEVATION C

PLANNING SUBMISSION 03/01/24



FOUNDERS GROVE UPPER GILCHRIST MT. VERNON, OHIO	PPN: -
RIDGE QUADPLEX VILLA	
PROJECT NO. 88008	DRAWING NO. A802
DATE: 03/01/24	DRAWN BY: GBC

GBC DESIGN, INC.	
665 White Pond Dr. Akron, OH 44320 Phone 330-836-0228	www.gbcdesign.com



ROSE DUPLEX ELEVATION A



ROSE DUPLEX ELEVATION B



ROSE DUPLEX ELEVATION C

PLANNING SUBMISSION 03/01/24



FOUNDERS GROVE UPPER GILCHRIST MT. VERNON, OHIO	PPN: -
ROSE DUPLEX COPYRIGHT © 2024 GBC DESIGN, INC.	
DATE: 03/01/24	
PROJECT NO: 50004	
DRAWING NO: A804	

GBC DESIGN, INC.	
665 White Pond Dr. Akron, OH 44320 Phone 330-636-0228 www.gbcdesign.com	

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ROSE QUADPLEX ELEVATION B



ROSE QUADPLEX ELEVATION A



Attachment: 03-25-24 Attachment A (2024-37 : Upper Gilchrist PND Plan Approval)



PLANNING SUBMISSION 03/01/24

DRAWING NO. A805	DATE 03/01/24	PROJECT NO. 9492	DRAWN BY GBC	FOUNDER'S GROVE UPPER GILCHRIST MT. VERNON, OHIO ROSE QUADPLEX COPYRIGHT © 2024 GBC DESIGN, INC. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM GBC DESIGN, INC.	PPN: -	GBC DESIGN, INC. 665 White Pond Dr. Akron, OH 44320 Phone 330-636-0228 www.gbcdesign.com	REVISIONS
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ROSE (6) UNIT ELEVATION



Attachment: 03-25-24 Attachment A (2024-37 : Upper Gilchrist PND Plan Approval)



JOHN D. ELSEY LICENSE #9492
EXPIRATION DATE 12/31/2025

PLANNING SUBMISSION 03/01/24

DRAWING NO. A806	PROJECT NO. 50668	DATE 03/01/24	DRAWN BY JDE	CHECKED BY JDE	PPN: -	FOUNDERS GROVE UPPER GILCHRIST MT. VERNON, OHIO ROSE (6) UNIT COPYRIGHT © 2024 GBC DESIGN, INC.	GBC DESIGN, INC. 665 White Pond Dr. Akron, OH 44320 Phone 330-836-0228 www.gbcdesign.com	REVISION



APARTMENTS - (8) UNIT END VIEW



APARTMENTS - (8) UNIT SIDE VIEW

2024/01/24 11:47 AM - VIA GBC DESIGN, INC. - 663 White Pond Dr., Akron, OH 44320 - 330-836-0228 - www.gbcdesign.com

CLUBHOUSE FRONT



Attachment: 03-25-24 Attachment A (2024-37 : Upper Gilchrist PND Plan Approval)



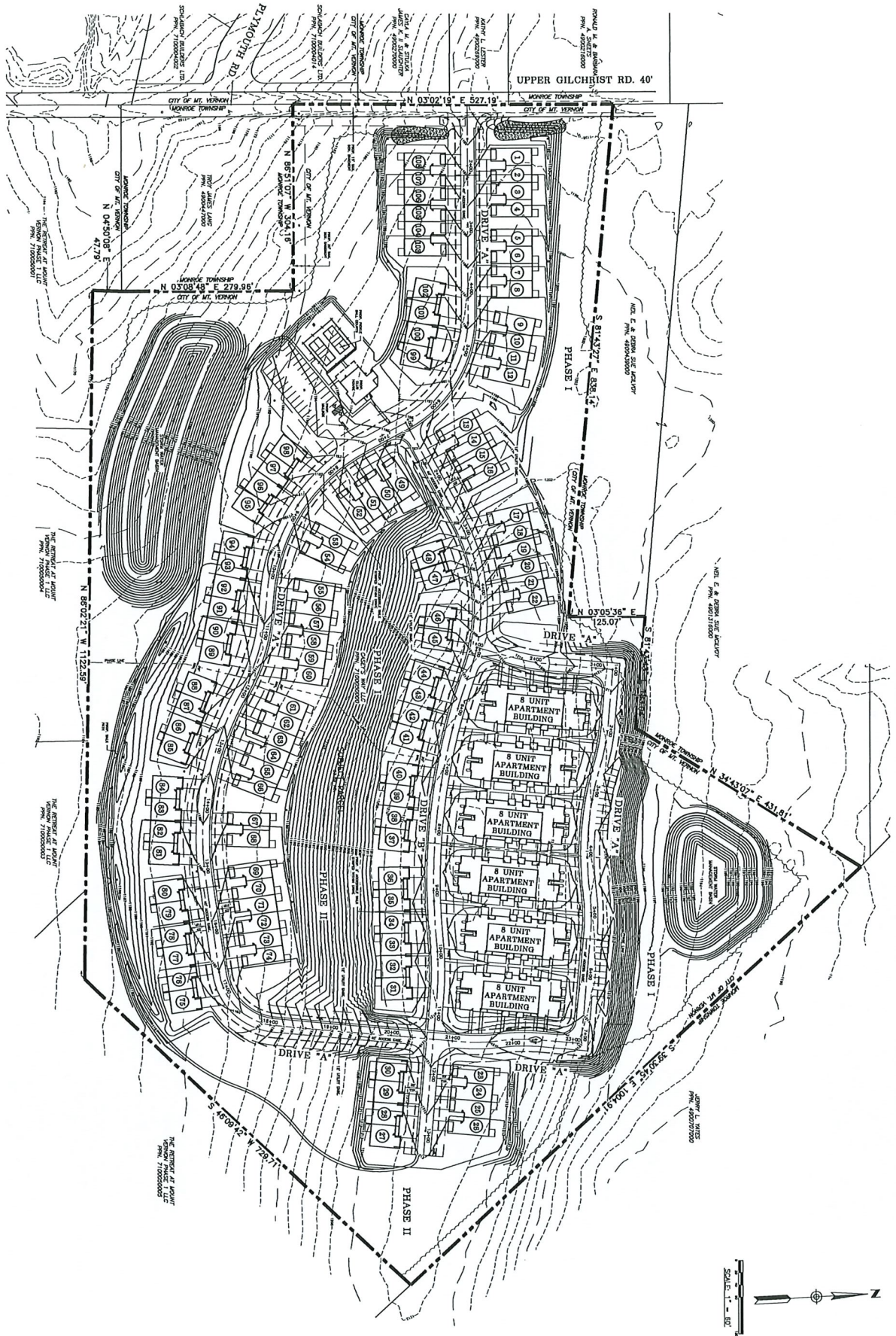
PLANNING SUBMISSION 03/01/24

DRAWING NO. A808	DATE 03/01/24	PROJECT NO. 50008	DESIGNER JOHN D. ELSEY P.E.	PPN: -	FOUNDERS GROVE UPPER GILCHRIST MT. VERNON, OHIO CLUBHOUSE COPYRIGHT © 2024 GBC DESIGN, INC. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM GBC DESIGN, INC.	GBC DESIGN, INC. 663 White Pond Dr. Akron, OH 44320 Phone 330-836-0228 www.gbcdesign.com	REVISIONS
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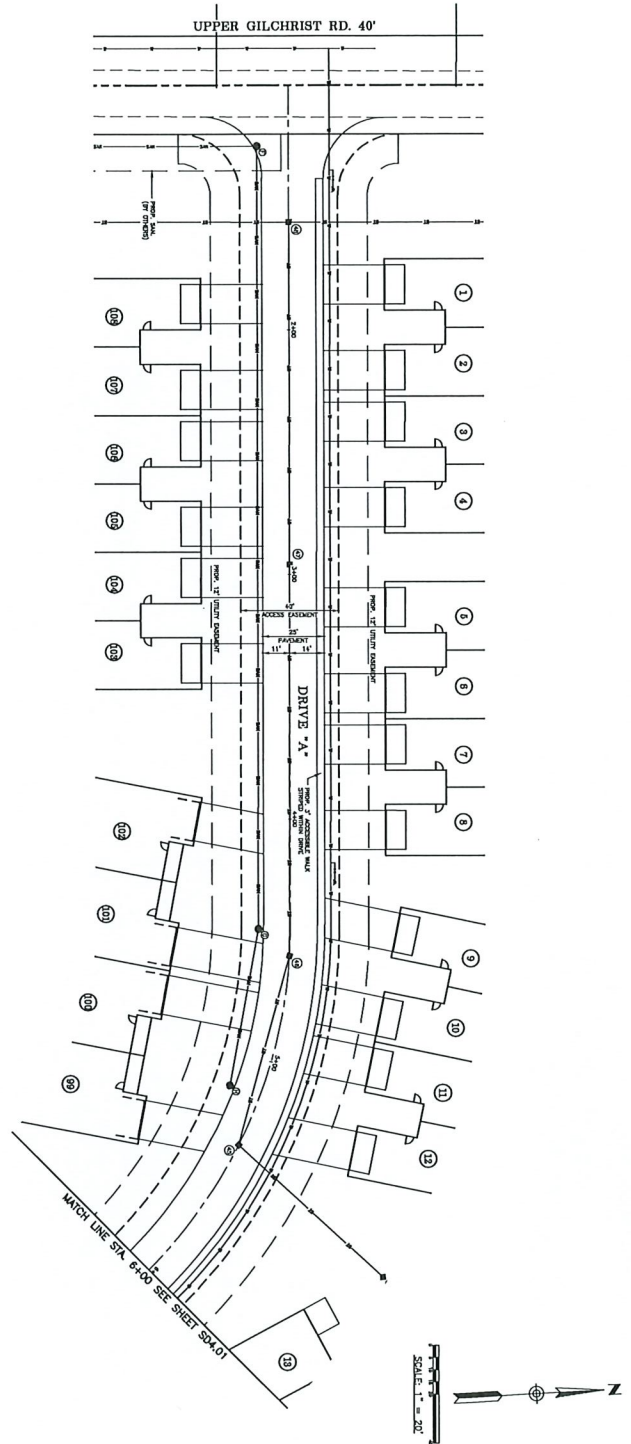
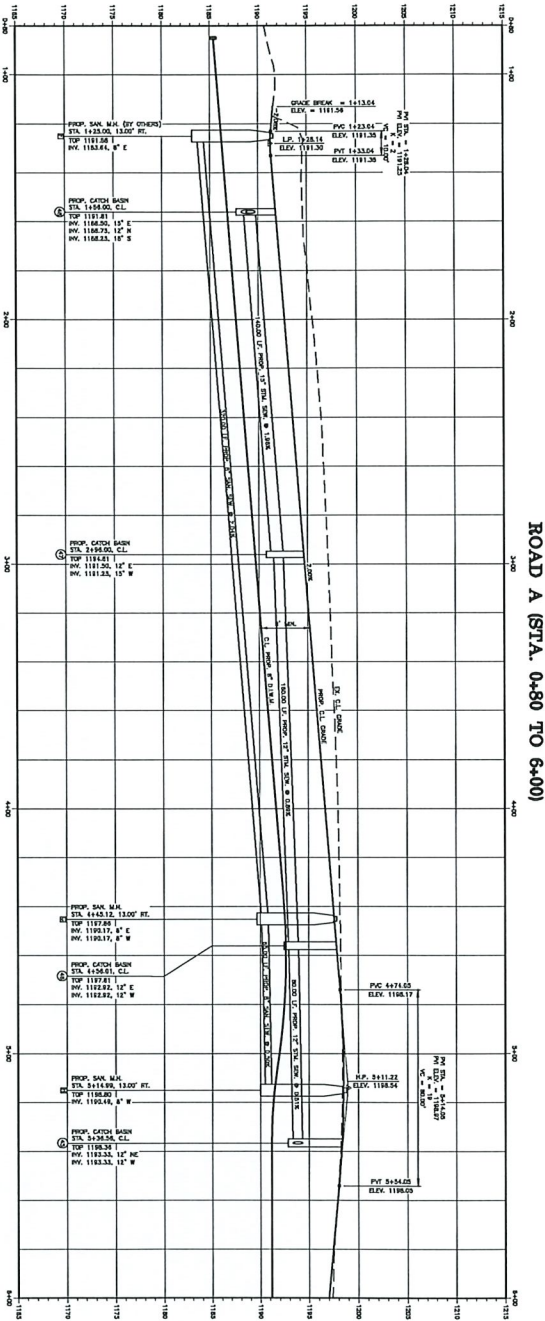


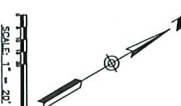


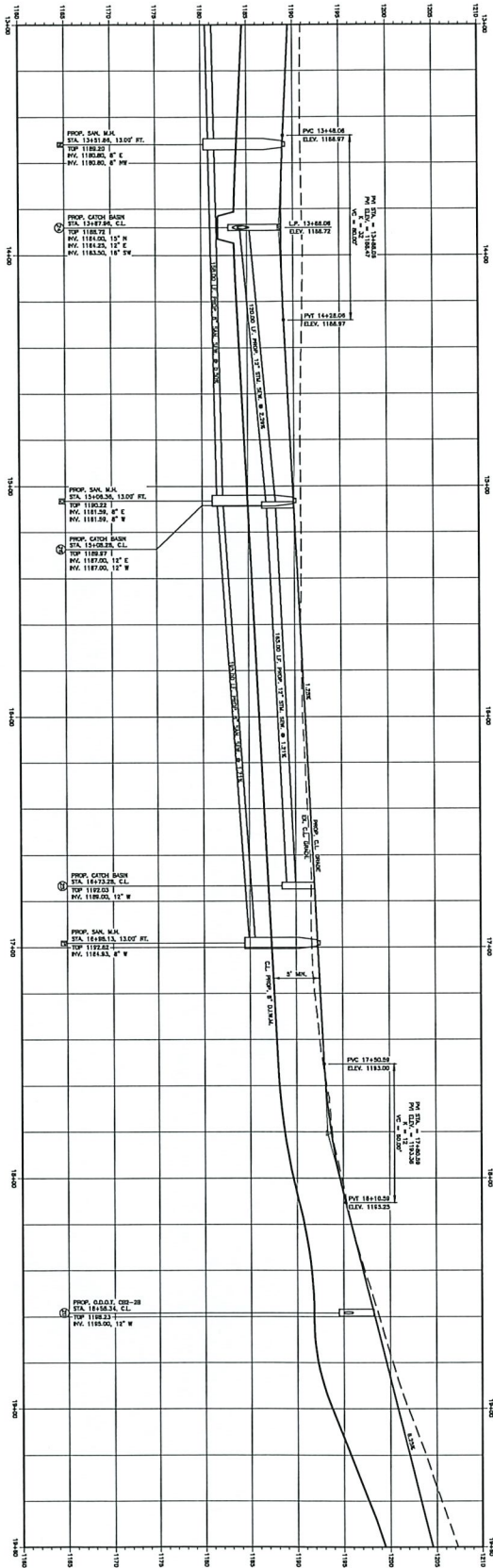




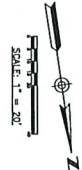
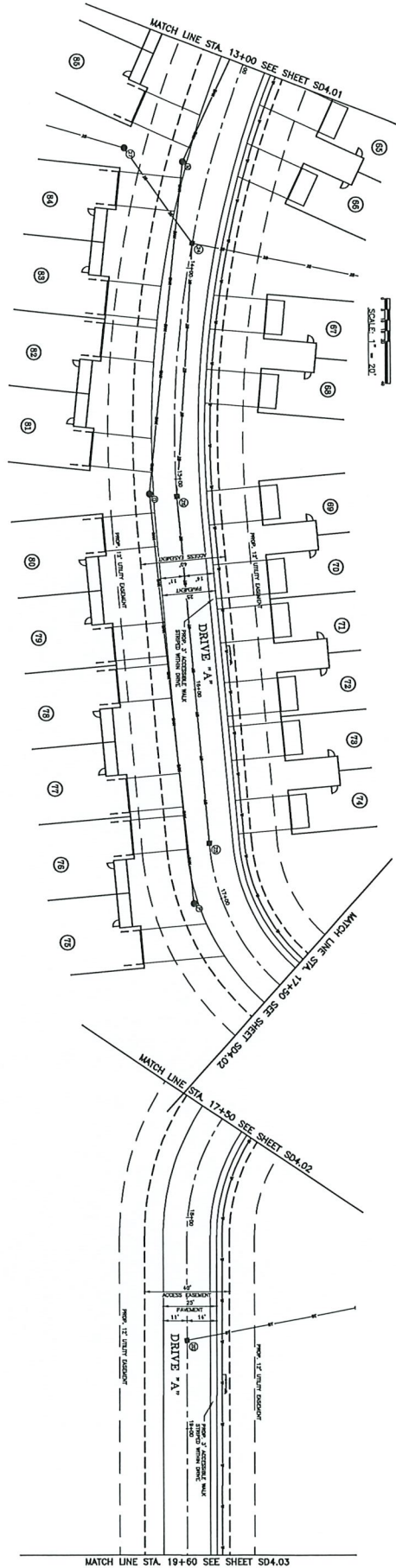
Attachment: 03-25-24 Attachment A (2024-37 : Upper Gilchrist PND Plan Approval)

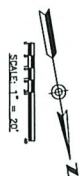
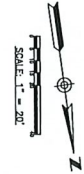
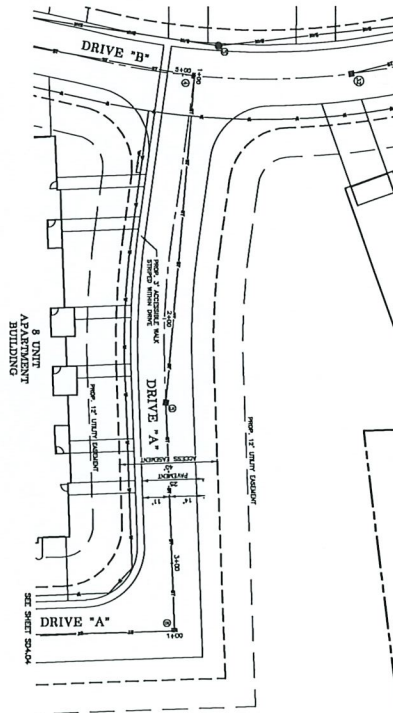
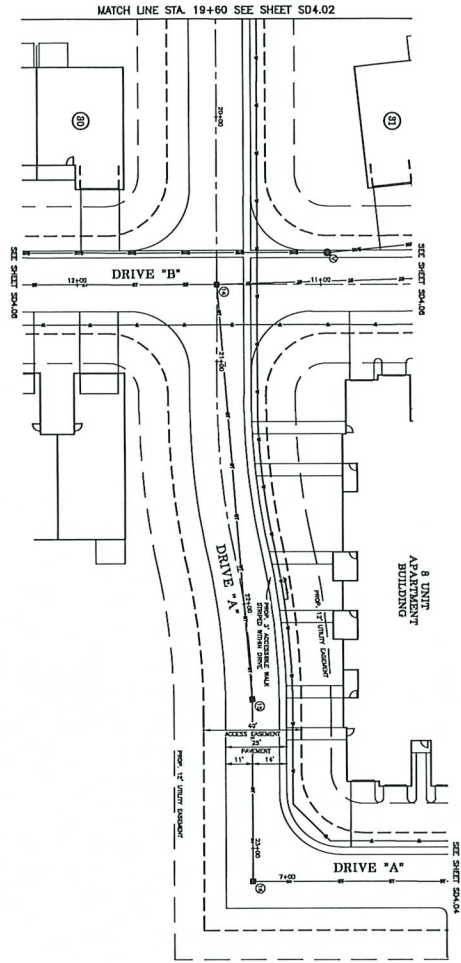
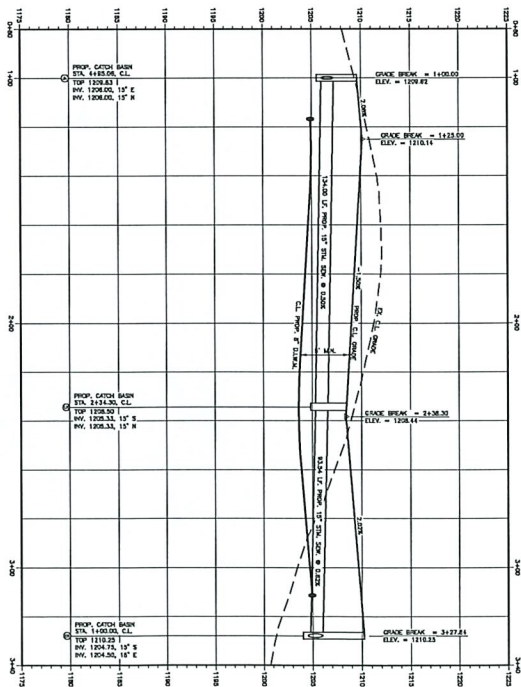
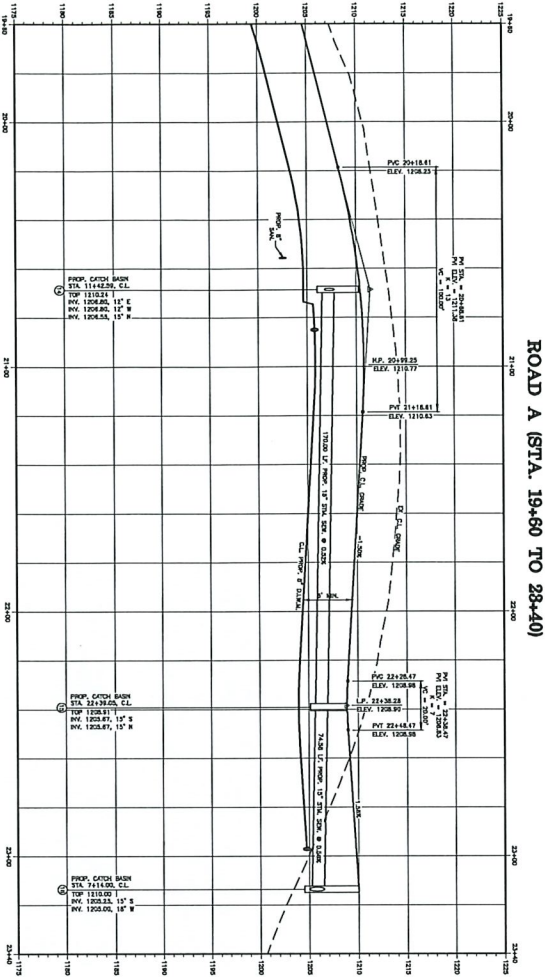






ROAD A (STA. 18+00 TO 19+60)





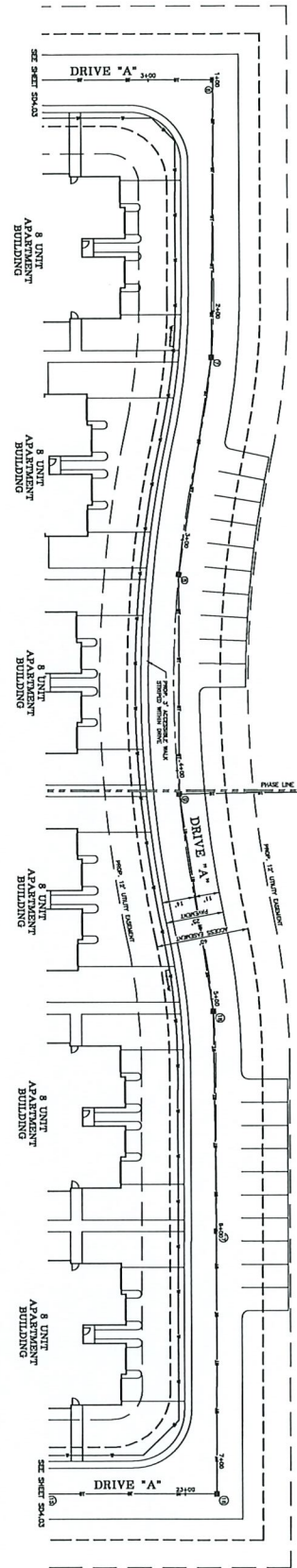
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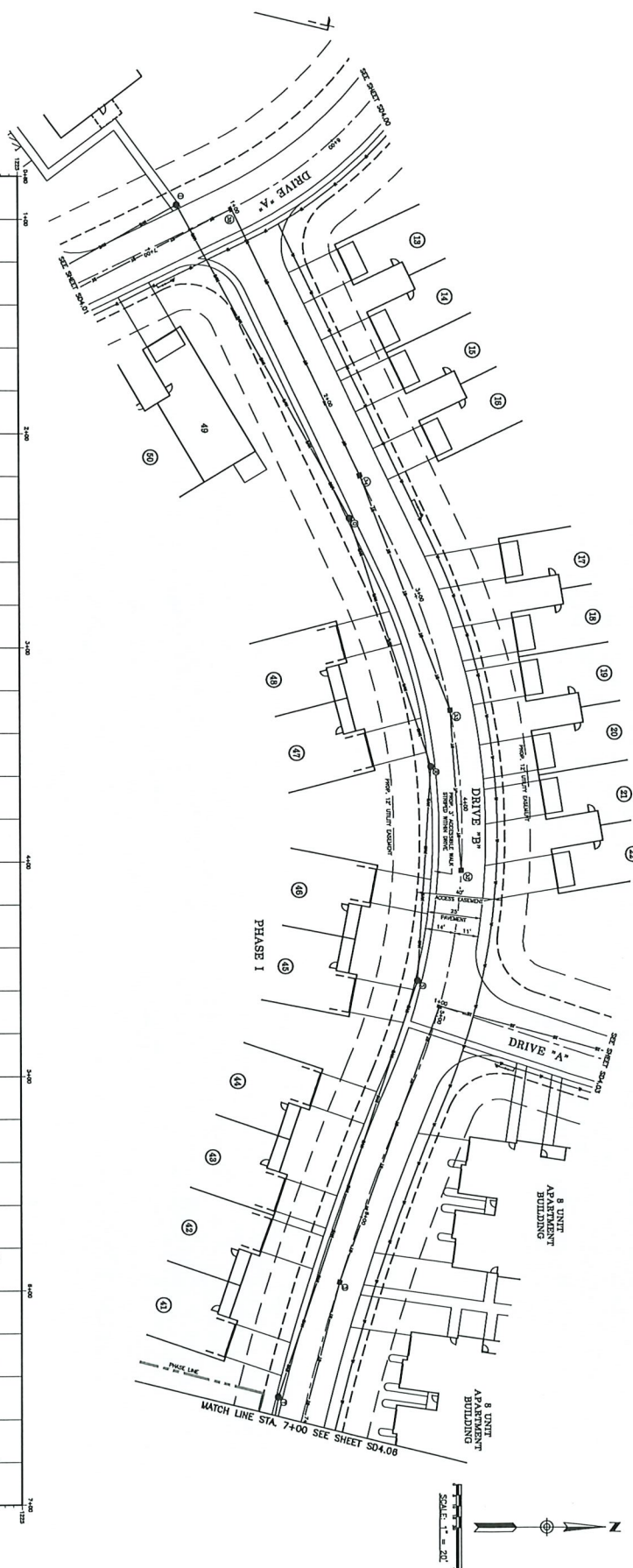
FOUNDERS GROVE
UPPER GILCHRIST RD.
MT. VERNON, OHIO
PRELIMINARY PLAT
PLAN & PROFILE

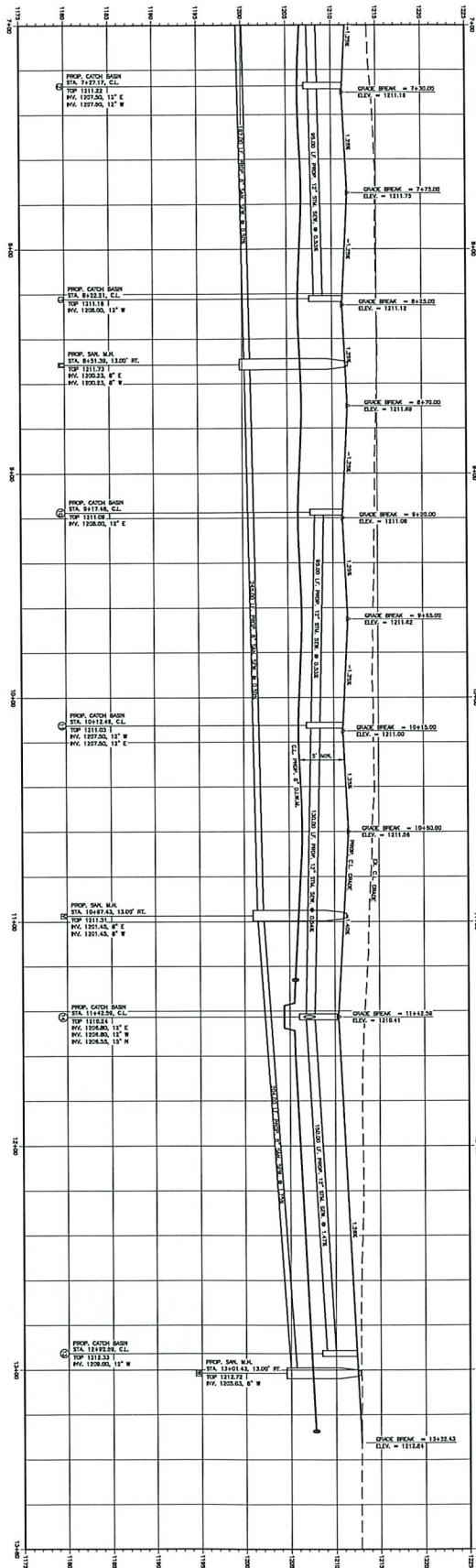
LEMMON DEVELOPMENT
811 S. MAIN ST.
NORTH CANTON, OHIO 44720

GBC DESIGN, INC.
860 White Pond Dr.
Alma, OH 44890
Phone 330-258-6355
www.gbcdesign.com

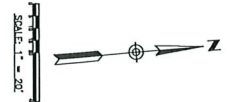
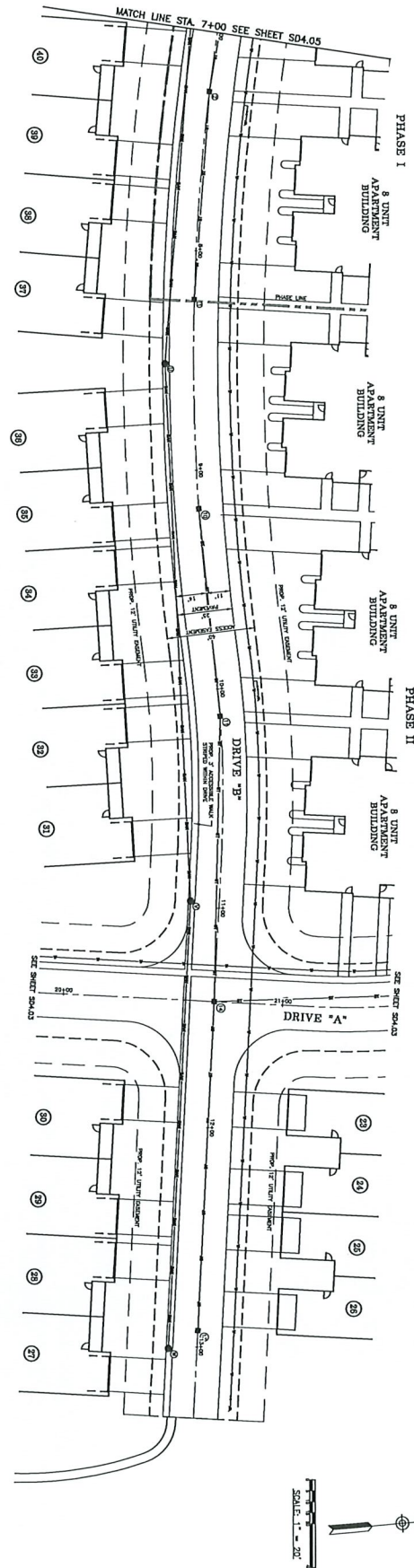
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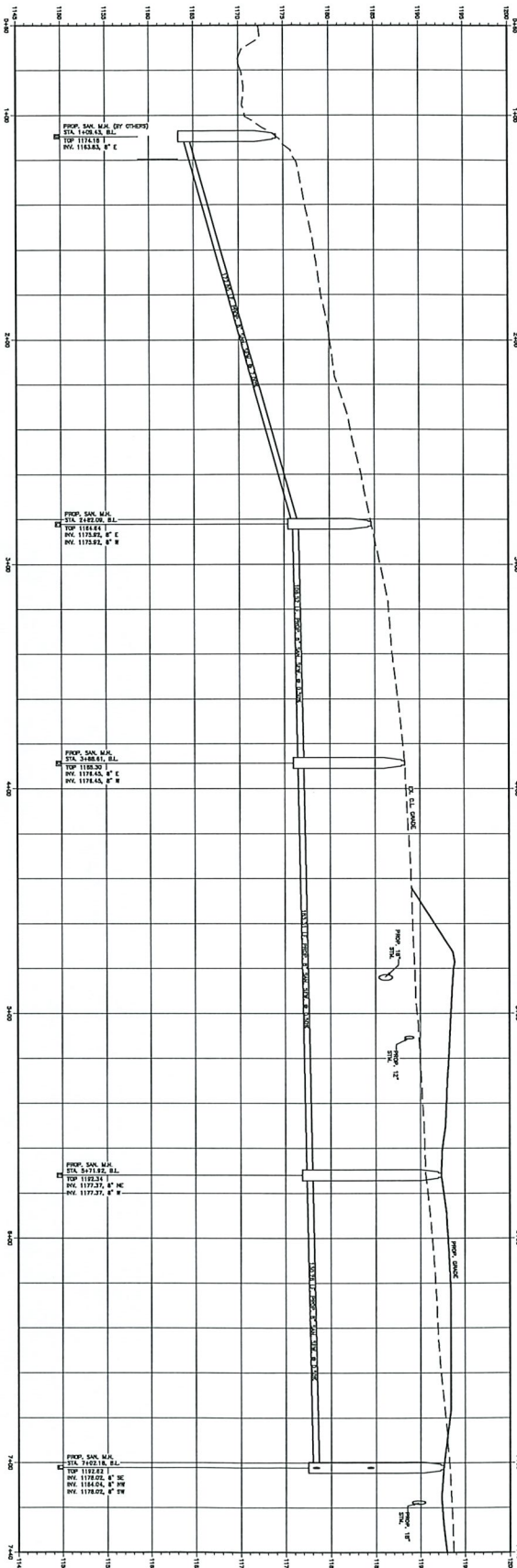
ROAD B (STA. 7+00 TO 18+80)



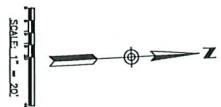
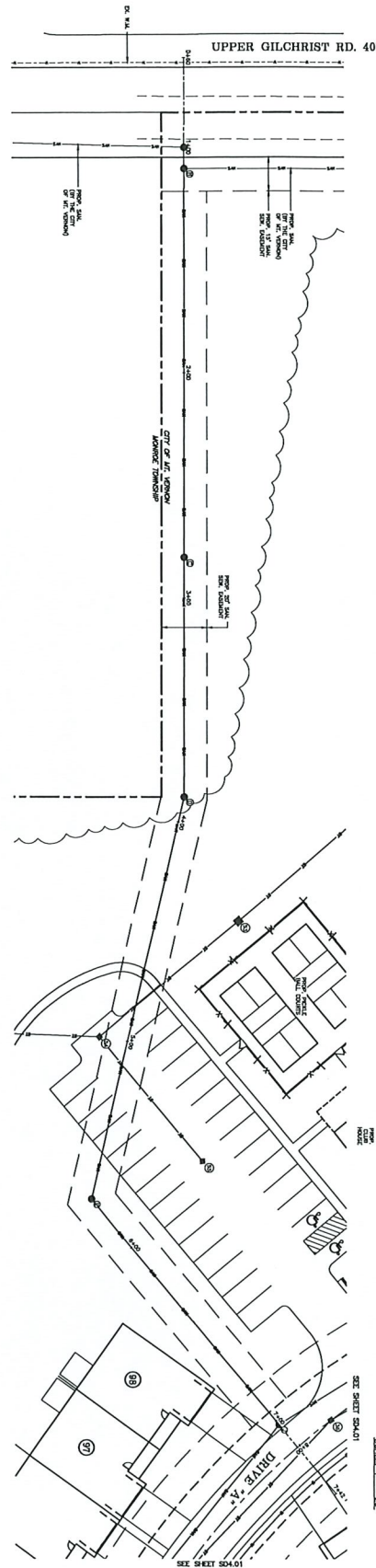
FOUNDERS GROVE
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PRELIMINARY PLAT
PLAN & PROFILE

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Akron, OH 44330
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SANTARY BASELINE A (STA. 0+00 TO 7+40)





City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2024-38

Meeting: 03/25/24 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance and Budget
Prepared By: Todd Hill
Initiator: Todd Hill
DOC ID: 3995

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO SELL BY SEALED BID OR DISPOSE OF EQUIPMENT IN THE PUBLIC WORKS DEPARTMENT NOT NEEDED FOR PUBLIC USE BY THE CITY OF MOUNT VERNON; AND DECLARING AN EMERGENCY.

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

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

SECTION 1: That the Council finds that the City of Mount Vernon Public Works Department owns the following vehicle and equipment that are no longer needed for public use:

Cemetery

1) 1994 Chevrolet 1-Ton Dump Truck w/Myers snow plow VIN 1GBJK34K3RE295949

Council also finds that the value of the vehicle and equipment are in excess of \$1,000.00.

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

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason of expediting the sale or trade of this item, 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

ORDINANCE 2024-13

Meeting: 03/25/24 7:30 PM
Dept: Fire, Police and Civil Defense
Mahan, Seavolt
 Category: Fire
 Prepared By: Rob Broeren
 Initiator: Todd Hill
DOC ID: 3976

AN ORDINANCE CREATING THE MOUNT VERNON VOLUNTEER FIREFIGHTERS' DEPENDENTS FUND BOARD; AND DECLARING AN EMERGENCY.

WHEREAS, the Mount Vernon Fire Department began hiring part-time firefighters several years ago; and

WHEREAS, a provision of the agreement for the City of Mount Vernon to provide fire and emergency medical services to College Township required the Mount Vernon Fire Department to assume the College Township Volunteer Fire Department's volunteer program; and

WHEREAS, Chapter 146 of the Ohio Revised Code requires all political subdivisions with part-time and volunteer firefighters to create a local board to oversee claims made to the state's Volunteer Firefighters' Dependents Fund.

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

SECTION 1:

BOARD ESTABLISHED; PURPOSE

Pursuant to the provisions of ORC 146.02(A) the City of Mount Vernon does hereby establish the Mount Vernon Volunteer Firefighters' Dependents Fund Board for the administration of Mount Vernon's participation in the Ohio Volunteer Firefighters' Dependents Fund.

BOARD MEMBERS; VACANCIES

(a) The Mount Vernon Volunteer Firefighters' Dependents Fund Board shall consist of five members elected annually for terms beginning January 1 in accordance with the following:

(1) Two members elected by City Council. The election of such members shall be held each year no earlier than the first day of November and no later than the second Monday in December.

(2) Two members elected by the employees of the Mount Vernon Fire Department who shall be employees of the same.

(A) The election of such members shall be held each year on or before the second Monday in December in accordance with ORC 146.04(C).

(B) The Secretary of the Volunteer Firefighters' Dependents Fund Board shall give notice of such election by posting it in a conspicuous place at the headquarters of the Mount

Vernon Fire Department, and at the house of each company composing the Mount Vernon Fire Department.

(C) Voting shall take place from nine a.m. to nine p.m. on the day of the election during which time each member of the Mount Vernon Fire Department shall send in writing the names of two persons, who are members of the Mount Vernon Fire Department, who are the member's choices.

(D) All votes cast shall be counted and recorded by the Board which shall announce the result. The two persons receiving the highest number of votes are elected. If any two persons receive the same number of votes, the tie shall be broken by lot or in a manner agreed to by both persons for whom such tie vote was cast.

(3) One member elected by the other four members of the Board who were elected pursuant to Sections (1) and (2) above, who shall be an elector of the City of Mount Vernon, but who shall not be a public employee and who shall hold no other elected or appointed municipal office.

(A) The election of such member shall take place each year on or before December 31st.

(b) Any vacancy occurring on the Mount Vernon Volunteer Firefighters' Dependents Fund Board shall be filled at a special election called by the Secretary of the Board.

BOARD OFFICERS; ORGANIZATION

(a) The Board shall meet promptly after its election and elect from among its members a Chairperson and a Secretary.

(b) The Secretary shall keep a complete record of proceedings of the Board which record shall be maintained as a permanent file.

(c) The Board may adopt rules as it deems necessary for the handling and processing of claims and such other duties as are required by ORC Chapter 146.

(d) The Secretary of the Board shall immediately certify to the state fire marshal the names and addresses of the members elected, by whom elected, and the names of the Board Chairperson and Secretary. The Secretary shall also forward a certificate prepared by the clerk of the City of the current assessed valuation of the City or fire district if the City is a member of the Ohio Volunteer Firefighters' Dependents Fund.

LEGAL COUNSEL

The legal advisor for the Volunteer Firefighters' Dependents Fund Board shall be the Knox County Prosecutor pursuant to ORC 146.06.

MEETINGS; NOTICE

(a) The Board shall meet at a City-owned facility as necessary to conduct its business in accordance with this Chapter and ORC Chapter 146.

(b) The Secretary of the Board shall post notice of all such meetings in accordance with ORC Section 121.22.

FILING OF CLAIMS

(a) Initial claims made under ORC Section 146.14 for benefits payable under ORC Section 146.12 for members of the Mount Vernon Fire Department shall be filed with the Volunteer Firefighters' Dependents Fund Board in accordance with ORC Section 146.14.

(b) After such initial filing, claims may be transferred at the request of the claimant or the Board to another Volunteer Firefighters' Dependents Fund Board near the current residence of the claimant provided that the transfer is mutually agreed to by the Boards involved.

CERTIFYING CLAIMS FOR PAYMENT

(a) The Board shall meet within five days after receipt of a claim to consider the claim and, if satisfied with the validity of the claim, shall make a determination of the amount due and to become due and shall certify its determination to the state fire marshal for payment.

(1) The certificate shall show the name and address of the Board, the name and address of each beneficiary of the claim, the amount to be received by or on behalf of each beneficiary, and the name and address of the person to whom the payments shall be made.

(2) The board may make a continuing order for monthly payments to become due to a claimant for a period not exceeding three months from the date of the determination.

(3) The determination may be modified after issuance to reflect any changes in eligibility of the claimant.

(4) If no changes occur at the end of the three-month period, it is sufficient authority for the state fire marshal to provide for payment if the Board certifies to the state fire marshal that the original certificate is continued for an additional three-month period.

(b) If the Board, after consideration of a claim, finds that the claimant has no right to benefits or that the claim is without merit, it shall deny the claim and issue notice of such action by delivering to the claimant a copy of the order, or by leaving a copy at the claimant's place of residence, or by mailing to the claimant a copy thereof by registered mail.

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 come into compliance with the mandates of the Ohio Revised Code to operate its volunteer program, and said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

03/11/24

City Council

FIRST READING

Ordinance No. 2024-13 was given a first reading. Mahan requested a five-minute meeting of the Fire, Police and Civil Defense Committee on the legislation for March 25, 2024.



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2024-14

Meeting: 03/25/24 7:30 PM
Dept: Employee and Community Rel.
Woods, Keener
 Category: Wages
 Prepared By: Rob Broeren
 Initiator: Todd Hill
DOC ID: 3984

AN ORDINANCE FIXING THE NUMBER, WAGES AND BENEFITS OF HOURLY NON-BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON, EFFECTIVE JANUARY 1, 2024; AND DECLARING AN EMERGENCY.

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

SECTION 1: That this Ordinance fix the number, wages and benefits with regard to hourly non-bargaining unit employees of the City of Mount Vernon, Ohio, commencing on January 1, 2024, as follows:

Office of the Mayor: Administrative Assistant/Clerk of Council (1)
 Office of Safety-Service: Administrative Asst., /Asst. Clerk of Council (1)
 Office of City Auditor: Deputy Auditor and Assistant Deputy Auditor (2)
 Office of City Income Tax: Income Tax Assistants (2)
 Police Department: Executive Secretary (2)

2024

Starting Pay	\$26.53
One Year Rate	\$27.33
Two Year Rate	\$28.15
Three Year Rate	\$28.99

SECTION 2: That this Ordinance fix the number, wages and benefits with regard to hourly non-bargaining unit employees of the City of Mount Vernon, Ohio, commencing on January 1, 2024, as follows:

Fire Department: Executive Secretary (1)
 Office of Law Director: Legal Assistants (3)

2024

Starting Pay	\$26.85
One Year Rate	\$27.66
Two Year Rate	\$28.48
Three Year Rate	\$29.34

SECTION 3: Longevity shall be calculated at the rate of \$.15 per hour after an employee's third year through their tenth year of service, and \$.20 per hour each year of service

thereafter. For any employees currently employed in any of the above listed positions, accumulated longevity will continue at the rate they currently have earned.

SECTION 4: These positions shall be entitled to the benefits outlined in Section E of the Mount Vernon Employee Handbook, effective August 2021, as amended, unless the employee is appointed by an elected office holder other than the Mayor. All employees appointed by an elected office holder other than the Mayor shall be entitled to those benefits outlined by their appointing authority.

SECTION 5: The compensation authorized by this Ordinance shall be payable bi-weekly. Any retroactive pay resulting from the passage of this ordinance shall be paid in a lump sum effective upon passage of this ordinance.

SECTION 6: Any provision in legislation previously adopted which is in conflict with this Ordinance is repealed.

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

HISTORY:

03/11/24

City Council

FIRST READING

Ordinance No. 2024-14 was given a first reading. Woods requested a 10-minute meeting of the Employee and Community Relations Committee on the legislation for March 25, 2024.



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2024-16

Meeting: 03/25/24 7:30 PM
Dept: Employee and Community Rel.
Woods, Keener
Category: Wages
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3983

AN ORDINANCE ESTABLISHING COMPENSATION FOR SUPERVISORY AND PROFESSIONAL PERSONNEL EFFECTIVE JANUARY 1, 2024; AND DECLARING AN EMERGENCY.

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

SECTION 1: That the following supervisory positions are hereby authorized at the salaries listed and upon the appropriation times listed below:

(A) Director of Public Works	\$103,168.00
Assistant Director of Public Works for Streets/Storm water	\$77,771.20
Assistant Director of Public Works for Parks/Recreation	\$77,771.20
Assistant Director of Public Works for Buildings/Cemetery	\$77,771.20

(B) The Public Works Director will be paid 25% from the Street Fund, 25% from the Cemetery Fund and 50% from the General Fund.

(C) The Assistant Director of Public Works for Streets/Storm Water will be paid from the Street Fund.

(D) The Assistant Director of Public Works for Parks/Recreation will be paid from the General Fund.

(E) The Assistant Director of Public Works for Buildings/Cemetery will be paid 25% from the Cemetery Fund and 75% from the General Fund.

SECTION 2: The following supervisory or professional positions are hereby authorized at the salaries listed and upon the appropriation times listed below:

Director of Public Safety-Service	\$109,408.00
Police Chief	\$113,422.00
Police Captain	\$98,612.80
Fire Chief	\$111,217.60
Assistant Law Director (I)	\$98,321.60
Assistant Law Director (II)	\$82,388.80
Victim Advocate	\$57,928.00
Income Tax Administrator	\$75,795.20
City Engineer	\$114,940.80

Assistant City Engineer	\$89,939.00
Project Engineer	\$70,720.00
Development Services	\$79,310.40
Director of Public Utilities	\$109,408.00
Assistant Director of Public Utilities - Water Treatment	\$86,840.00
Assistant Director of Public Utilities - Wastewater Treatment	\$86,840.00
Assistant Director of Public Utilities - Distribution and Collection	\$81,785.00
Utility Administration Manager	\$69,201.60
Director of Human Resources	\$98,896.00
Property Maintenance Officer	\$59,155.20
Community Advocacy Relations Division Director	\$70,414.40
Community Advocacy Relations Division Liaison	\$52,873.60

SECTION 3: The salaries listed are the base salary for the designated positions.

(A) The following supervisory or professional positions are eligible for annual longevity increments of \$600.00, to be computed on an annual basis, not to exceed five (5) years:

Director of Public Safety-Service, Director of Public Utilities, Police Chief, Fire Chief, City Engineer, Director of Public Works, Director of Human Resources and Assistant Director of Law (I).

Annual Longevity Increments after five (5) years for these positions:

<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
\$650.00	\$700.00	\$750.00	\$800.00	\$850.00

(B) All other supervisory or professional positions are eligible for annual longevity increments of \$400.00, to be computed on an annual basis, not to exceed five (5) years.

Annual Longevity Increments after five (5) years for all other supervisory or professional positions:

<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
\$500.00	\$550.00	\$600.00	\$650.00	\$700.00

The effective date of eligibility for an annual longevity increment shall be the anniversary date of employment in that position. If a position did not receive an Annual Longevity Increment, past service in that position shall be allowed towards determining the amount of increment to be added to the base salary.

SECTION 4: Exempt employees are expected to work as necessary, including outside of normal business hours, in the completion of their duties. Exempt employees will work with their supervisor in establishing their work schedule.

SECTION 5: These positions shall be entitled to the benefits outlined in Section E of the Mount Vernon Employee Handbook effective August 2021, as amended, unless the employee is appointed by an elected office holder other than the Mayor. All employees appointed by an elected office holder other than the Mayor shall be entitled to those benefits outlined by their appointing authority.

SECTION 6: The salaries authorized by this ordinance shall become effective January 1, 2024. The salaries authorized by this Ordinance shall be payable bi-weekly. Any retroactive pay resulting from the passage of this ordinance shall be paid in a lump sum effective upon passage of this ordinance.

SECTION 7: Any provision in legislation previously adopted which is in conflict with this Ordinance is repealed.

SECTION 8: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and for the further reason that an emergency exists in the usual daily operation of the Auditor's Office to establish and process payroll, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

03/11/24

City Council

FIRST READING

Ordinance No. 2024-16 was given a first reading. Woods requested a 15-minute meeting of the Employee and Community Relations Committee on the legislation for March 25, 2024.



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2024-17

Meeting: 03/25/24 7:30 PM
Dept: Parks and Recreation
Miller, Severns
Category: Parks
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3991

AN ORDINANCE ESTABLISHING COMPENSATION, BENEFITS AND TERMS OF EMPLOYMENT FOR THE RECREATION DIRECTOR (FULL-TIME); AND DECLARING AN EMERGENCY.

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

SECTION 1: That the following exempt supervisory or professional position is hereby authorized within the salary range and upon the appropriation times listed below:

Recreation Director (full-time).....\$55,000.00

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

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

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

Annual Longevity Increments after five (5) years:

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

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

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

SECTION 4: This position shall be entitled to the benefits outlined in Section E of the Mount Vernon Employee Handbook effective August 2021, as amended, unless otherwise determined by their appointing authority.

SECTION 5: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and for the further reason to provide needed supervision and direction for the City's recreation assets, and shall become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount

Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.