



CITY OF BLUE ASH CITY COUNCIL MEETING

Thursday, May 8, 2025; 7:00 PM
Blue Ash Municipal & Safety Center
Council Chambers
4343 Cooper Road



A G E N D A

1. MEETING CALLED TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL – Clerk of Council Jamie K. Eifert
4. ACCEPTANCE OF AGENDA – Motion to accept the agenda
5. PROCLAMATION PRESENTATION – “Save Soil Day”
6. PUBLIC HEARING – Consideration of a concept development plan for a mixed-use stadium and sports complex in the Neighborhoods at Summit Park (*Ordinance No. 2025-02, First Reading*)
7. APPROVAL OF MINUTES
 - a. Regular Meeting of April 10, 2025
8. COMMUNICATIONS
 - a. Communications to Council – Clerk of Council Jamie K. Eifert
 - b. Reports From Outside Agencies
 - c. Financial Report – Motion to accept the report for April 2025
9. HEARINGS FROM CITIZENS
10. COMMITTEE REPORTS
 - a. Finance & Administration Committee, Lee Czerwonka, Chairperson
 1. Resolution No. 2025-23, Authorizing a multi-year collective bargaining agreement with The International Association of Firefighters, Local 3203 (Fire Lieutenants Bargaining Unit)
 2. Resolution No. 2025-24, Authorizing a professional services contract for copier equipment and support services with Modern Office Methods
 - b. Public Works Committee, Brian Gath, Chairperson
 1. Resolution No. 2025-25, Accepting right-of-way for the Grooms Road Connector Project

c. Public Safety Committee, Jeff Capell, Chairperson

1. Resolution No. 2025-26, Authorizing the sale of a 2015 EMS vehicle to the City of Reading Fire Department
2. Resolution No. 2025-27, Approval of the Final Hamilton County 911 Plan

11. MISCELLANEOUS BUSINESS

12. EXECUTIVE SESSION

- a. Personnel Matters – *to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official.*

13. ADJOURNMENT

ORDINANCE NO. 2025-02

APPROVING A CONCEPT PLANNED UNIT DEVELOPMENT FOR THE
20.4 ACRE PARCEL IN THE NEIGHBORHOODS AT SUMMIT PARK

WHEREAS, Steve Dragon of Vandercar LLC, on behalf of Summit View Development LLC, has requested approval of a new Concept Planned Unit Development at the property at Hamilton County Auditor's parcel 612-0120-0381 consistent with the provisions of Chapter 1137 of the Blue Ash Zoning Code; and

WHEREAS, the subject area is 20.4 acres currently vacant and governed by the original Concept Planned Unit Development approved with Ord. 2016-47; and

WHEREAS, the new Concept Development Plan proposes a 5,000-seat stadium, an indoor athletic and event facility, three hotels, approximately 195 apartments, retail and restaurant space, a parking garage, and surface parking lots; and

WHEREAS, the application consists of a project narrative, site design, and building design submitted by the applicant and bearing the notation "Ordinance No. 2025-02, June 12, 2025"; and

WHEREAS, notice of the public hearing was provided to the general public and nearby property owners in accordance with the requirements of the Blue Ash Code; and

WHEREAS, an approved Concept Planned Unit Development confirms that the proposed land use, general site design, and development details are acceptable; and

WHEREAS, approval of a subsequent Final Development Plan is required before the City will allow site development and construction; and

WHEREAS, the Final Development Plan shall be consistent with the approved Concept Development Plan and provide additional information sufficient to verify that the plan will satisfy all applicable Zoning Code requirements and design details; and

WHEREAS, the Planning Commission of the City of Blue Ash, as reflected in its minutes thereof dated April 3, 2025, has recommended approval of the Concept Development Plan with the following conditions:

1. Provide a parking management plan.
2. Provide an analysis of the project's anticipated economic impact.
3. Provide a detailed description of the proposed event authority.
4. Submit a traffic study that is acceptable to the City Engineer.
5. Provide a community narrative and plan for how residents can engage with the project.
6. Improve the aesthetics at the intersection of Reed Hartman Highway and Glendale Milford Road.

Be it resolved by the Council of the City of Blue Ash, Ohio,

SECTION I.

Applicant is hereby granted approval of a Concept Planned Unit Development for the property at Hamilton County Auditor's parcel 612-0120-0381 involving approximately 20.4 acres as described on a project narrative, site design, and building design submitted by the applicant and bearing the notation "Ordinance No. 2025-02, June 12, 2025", and subject to and specifically including all conditions, provisions, and restrictions set forth in the application.

SECTION II.

It is hereby determined that the proposed Concept Planned Unit Development will not be detrimental to the public peace, health, safety, or general welfare, and that it is in the best interest of the City of Blue Ash, Ohio.

SECTION III.

This Ordinance shall take effect and be in force from and after the earliest period provided by law.

PASSED this 12th day of June 2025.

Jill Cole, Mayor

Jamie K. Eifert, Clerk of Council

FIRST READING: May 8, 2025

APPROVED AS TO FORM:

Bryan E. Pacheco, Solicitor

THE SUMMIT MIXED USE

CITY OF BLUE ASH - MARCH 17, 2025
CONCEPT DEVELOPMENT PRELIMINARY SUBMISSION



SHEET LIST

INTRODUCTION

Sheet List.....	2
Project Narrative.....	3-4

SITE DESIGN

Vicinity Map.....	6
Existing Conditions Plan.....	7
Zoning Plan.....	8
Concept Site Development Plan.....	9
Land Use Plan.....	10
Parking Plan.....	11
Landscape Plan.....	12
Planting Notes.....	13

BUILDING DESIGN

Sub-Grade Plan.....	15
Street Level Plan.....	16
Second Level Plan.....	17
Third Level Plan.....	18
Typical Hotel / Residential Plan.....	19

THE SUMMIT AND THE FIELDHOUSE

The Vision

The Summit and The Fieldhouse in the Neighborhoods at Summit Park is a sports and entertainment anchored mixed-use development that will host year-round events and activities attracting visitors to the Park and the district in greater numbers and more frequently than are currently drawn to the area. The goal is to establish a more consistently activated and energized environment to support new and existing residential, retail, restaurant, entertainment and hospitality amenities that will enhance the reputation of Summit Park and the surrounding employment district as a regional mixed-use destination.

A consistent concern raised by current restaurant and bar owners in and near Summit Park is the lack of customers needed to support their businesses in the evening hours. The events that will drive The Summit and The Fieldhouse are weighted towards evenings, bringing the added population to the district necessary to support an "alive after five" setting, inviting people to stay in Blue Ash after business hours to enjoy the existing restaurants, bars, shopping and activities and to encourage and support new businesses.

The establishment of the Summit Park District as a vibrant, year-round, regional destination will buoy the already sterling reputation of Blue Ash as a premier business destination, will serve to further support the existing office, commercial and industrial product in the city, and will increase Blue Ash's attractiveness to new businesses and employers throughout the region.

Why change from the prior concept?

In the original Concept Development Plan submitted in 2016, the area that is the subject of this application included a proposed hotel site, approximately 380,000 square feet of office development, a standalone restaurant, a mixed-use building, a large parking structure and surface parking lots. Summit View Development has continued to diligently pursue opportunities to execute that development strategy over the 8+ years since its approval. Fundamental changes in the workplace cultures of companies throughout the United States, and decreased demand for Class A office space throughout Greater Cincinnati's suburban office markets accelerated by the COVID Pandemic, has driven the need for affluent communities like Kenwood, Montgomery, and Liberty Township to adjust the tenancing strategies of their walkable mixed-use districts. Additionally, based on feedback from current office owners in Blue Ash, there is a strong consensus that adding to the supply of office space at this location will put increased pressure on existing office stock and will be detrimental to its long-term health.

In recognition of the dramatic change in the prospects for office development at the site, the Summit View Development partners have been working to advance creative tenancing strategies which draw on the market's unique strengths and opportunities to optimize the economic and cultural vitality of the District. Those efforts, refined over the past two years, have resulted in this application for a major amendment to the Concept Development Plan. Our refined development approach seeks to enhance the district's vibrancy by tapping into an existing pool of visitors to enjoy the events and activities of the two new venues and encouraging them to stay and enjoy the Park, restaurants, bars and amenities.

While the development strategy continues to build upon the fundamental principles of successful mixed-use development, the residential population of the city is not currently sufficient to support the original PUD's emphasis on traditional office and retailing tenancy. The draw of the proposed venues, along with the additional residential and hospitality population incorporated into the project, will provide support for the city's current retail and restaurant businesses and spur more retail/restaurant and commercial investment throughout the Summit Park District.

PROJECT NARRATIVE

THE SUMMIT AND THE FIELDHOUSE

The Plan

A walkable, energized, sports and entertainment anchored mixed-use development.

The Summit

- A state-of-the-art, multi-purpose outdoor event venue with a permanent seating capacity of approximately 5,000. Designed with focus on athletics and with the flexibility to host a variety of events including grade school / high school / college / professional sporting events, as well as top tier musical and comedy acts.
- A stadium operations building of ±16,300 sq. ft. for housing locker rooms, operations, offices, and training rooms
- ±17,375 sq. ft. of ground level retail, restaurant and bar space.
- ±16,975 sq. ft. of press box, stadium support and event suites.
- Approximately 195 luxury apartment units.
- An upscale business class hotel of approximately 140-170 rooms.
- Restaurant and meeting space of ±27,150 sq. ft.

The Fieldhouse

- A unique, multi-use indoor event venue with an athletics emphasis but designed for flexibility for an array of events and activities such as basketball, volleyball, pickleball, cornhole tournaments, dance competitions, business events, and receptions among others.
- Fieldhouse related spaces totaling ±60,600 sq. ft.
- Two nationally branded hotels and multi-room suites wrapping the event venue with interior rooms having views into the facility, approximately 300 rooms in total.
- Ground level retail, restaurant and service totaling ±37,625 sq. ft.

Additionally, though not included in the current project proposal, the Concept Development Plan maintains the opportunity for future office development at the site's easternmost area approaching both Glendale Milford Road and Reed Hartman Highway, should new office demand return and in the event that the project spurs demand for office, particularly in the medicine / sports medicine sector.

Ownership and Operation

The Summit stadium will be owned and operated by a not-for-profit legal entity to be formed and administered by the investor group responsible for funding the stadium's development and construction. The operating entity may engage one or more third party companies to assist in venue operations and promotion.

The Fieldhouse venue will be owned and operated by a yet-to-be-determined private company. The operating entity may engage one or more third party companies to assist in venue operations and promotion.

The ground floor retail/restaurant space will be owned, leased and operated by a private company.

The hotels will be constructed, owned, managed and operated by one or more hotel management companies.

The residential apartments will be owned, operated and managed by a yet-to-be-determined developer-affiliated private company, which may engage a third-party property management company and leasing agent.

The overall development area, including both venues and associated residential, hospitality, retail, and restaurant uses, will be governed by a master operating agreement defining maintenance and operating roles and responsibilities.

Parking

The development will include approximately 1,525 new parking spaces, including approximately 193 spaces located below podium on the stadium's west and north sides, 631 spaces in a freestanding, 3-level parking structure immediately west of the stadium project, along with approximately 658 surface parking spaces distributed throughout the development in addition to 43 on-street parking spaces.

Industry standard for parking required to serve event venues is between one space per each 3 or 4 venue attendance. Based on the spaces to be provided on the project site, parking for the great majority of events and activities will be fully provided by on-site facilities. To accommodate rare events with very large attendance expectations additional off-site parking may be required. The development team has engaged in very productive conversations with property owners about the limited use of existing neighboring parking areas to provide needed off-site overflow parking.

Traffic

The developer has engaged traffic engineering firm American StructurePoint to update the Traffic Impact Study it performed to analyze the prior development concept in 2016 to reflect the proposed Concept Development Plan in context with current traffic counts and patterns. The scope and approach of the study has been approved by City staff and will provide analysis of traffic generated by the proposed development and its impact on traffic operations on the City's existing street system and infrastructure.

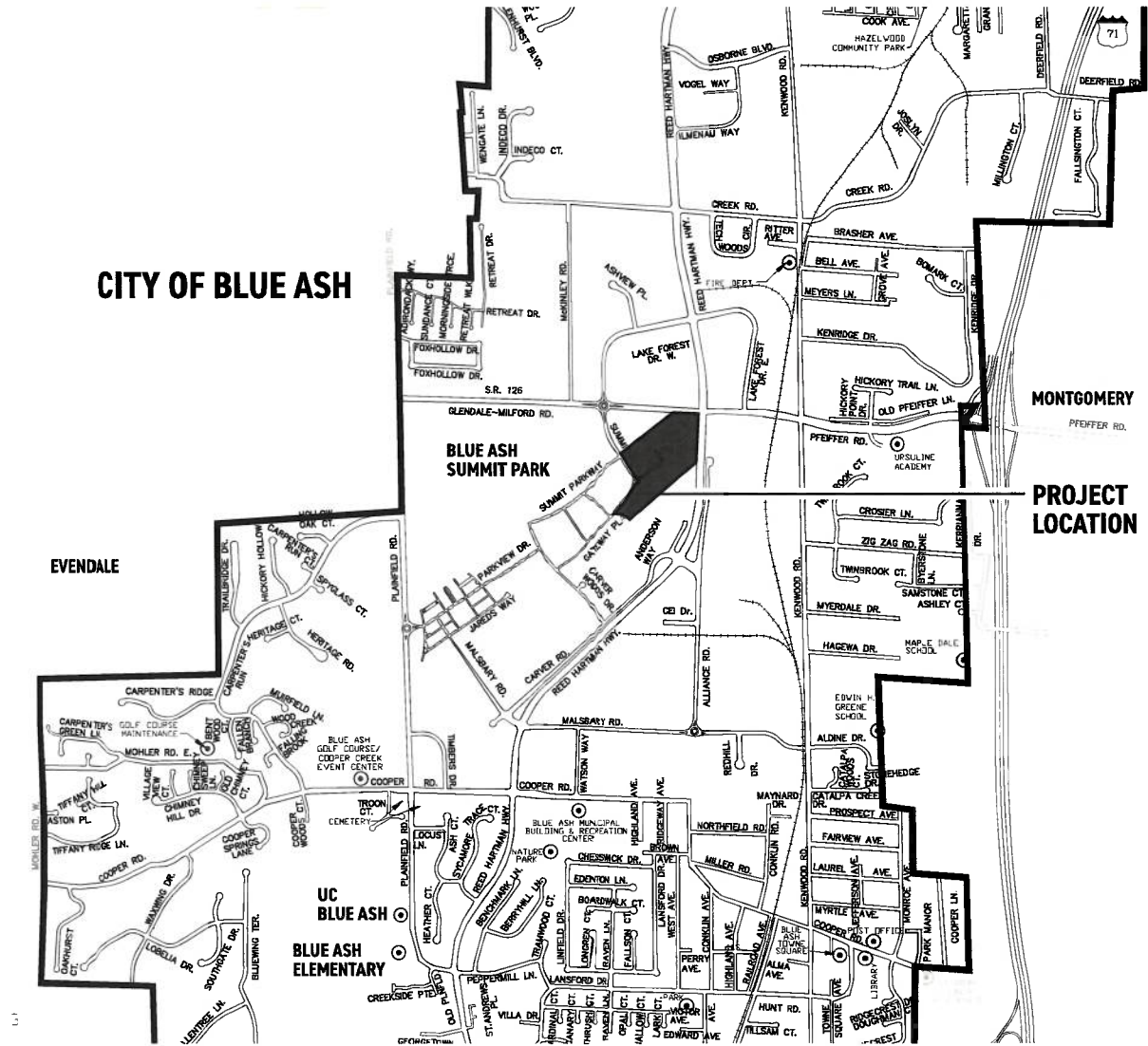
SITE DESIGN



VICINITY PLAN

LEGEND

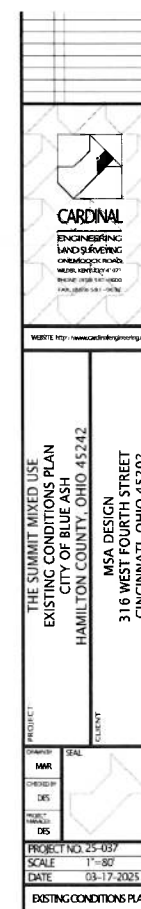
- CITY BOUNDARY
- PROJECT LOCATION



1. EXISTING TOPOGRAPHY IS
BASED ON DRONE FLIGHT DATA
PROVIDED BY CARDINAL
ENGINEERING

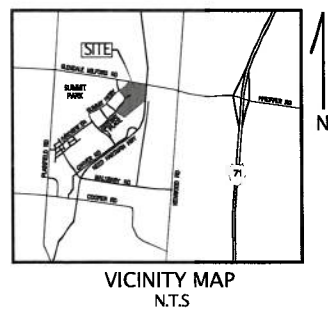
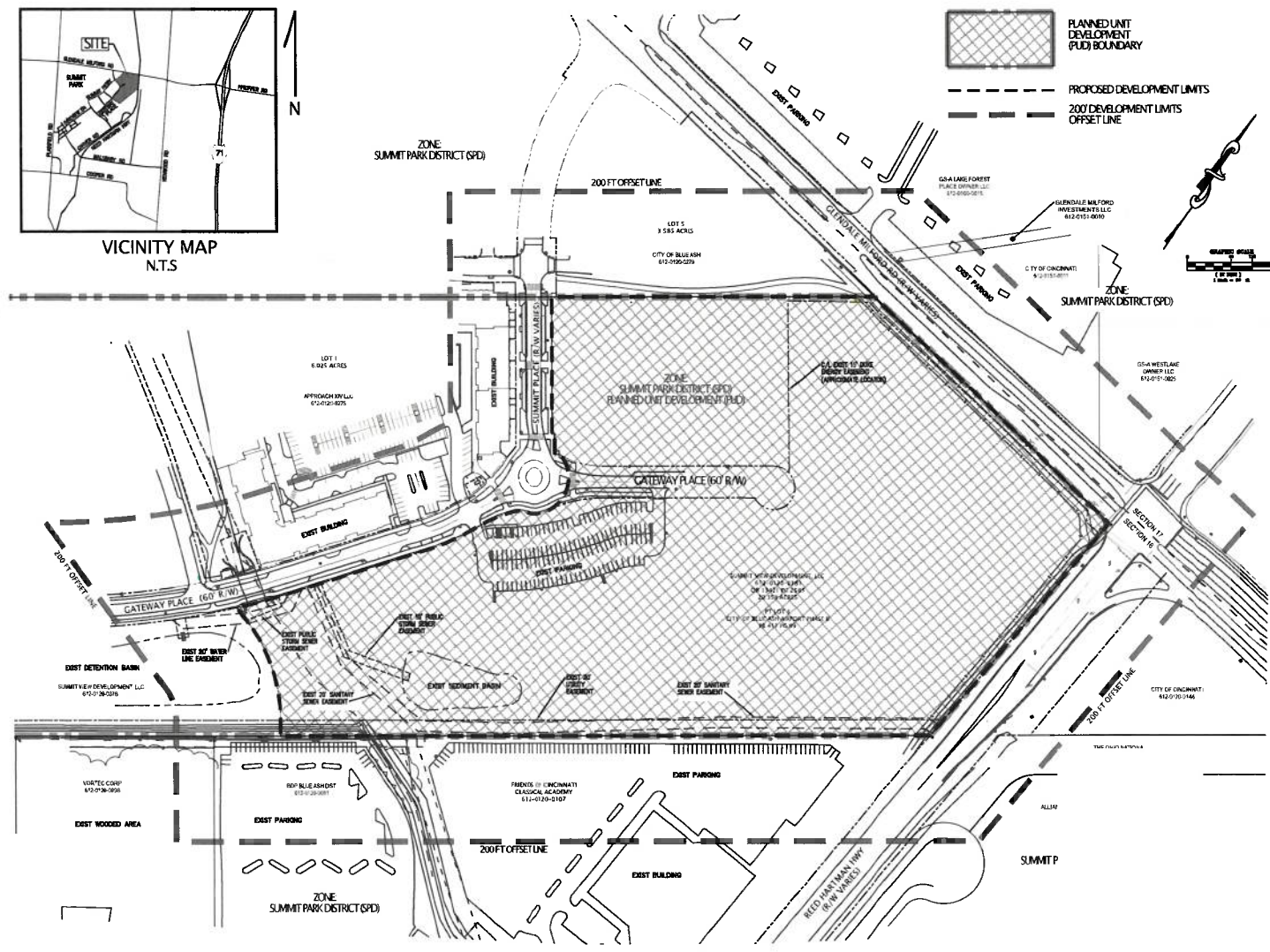
2. EXISTING UTILITIES SHOWN ARE BASED ON A COMBINATION OF DRONE FLIGHT DATA, AS-BUILT DATA, AND DESIGN DATA FROM TIF ROADWAY PLANS AND PREVIOUS DEVELOPMENT PHASES PREPARED BY CARDINAL ENGINEERING.

3. SITE BOUNDARY LINES ARE BASED ON SUMMIT VIEW SUBDIVISION, SECTION 1, P.B. 466, PG. 5 WHICH WAS BASED ON A FIELD SURVEY BY CARDINAL ENGINEERING.



ZONING PLAN

PLAN NOTES



 ENGINEERING & LAND SURVEYING 10000 W. WYOMING STREET, SUITE 100 CINCINNATI, OHIO 45242 PHONE: (513) 441-1000 FAX: (513) 441-1001 WEBSITE: www.cardinalengineering.net	
PROJECT THE SUMMIT MIXED USE ZONING PLAN CITY OF BLUE ASH HAMILTON COUNTY, OHIO 45242	CLIENT MSA DESIGN 3116 WEST FOURTH STREET CINCINNATI, OHIO 45202
PREPARED BY MNR DESIGNED BY DES CHECKED BY DES	PROJECT NO. 25-087 SCALE 1"=80' DATE 03-17-2025 ZONING PLAN



CONCEPT SITE DEVELOPMENT PLAN

PLAN NOTES

- PROPOSED DEVELOPMENT PLAN NOTES:
1. PROPOSED DRIVEWAYS WITHIN THE CORNER AND OUTSIDE OF THE PUBLIC RIGHT-OF-WAY ARE INTENDED TO BE PRIVATE.
 2. PARKING SPACES SHOWN ARE TO BE 5'x10' (1' CY).
 3. HANDICAP SPACES WILL BE SHOWN ON FINAL DESIGN PLANS AND WILL MEET ALL ADA PARKING SPACE REQUIREMENTS AND SPACE COUNT REQUIREMENTS.
 4. PARKING LOT DRAINAGE AND ENTRY DRIVEWAYS TO MEET CITY OF BLUE ASH PARKING REQUIREMENTS.
 5. STORM DETENTION WILL BE LOCATED IN VAULT UNDER PARKING GARAGE.
 6. PROPOSED UTILITIES WILL BE SHOWN ON FINAL DESIGN PLANS.
 7. EXISTING STORM SEWER MAINS AND SERVICE LATERALS WILL BE UTILIZED TO CONVEY STORMWATER UNDER AND AROUND THE SITE TO EXISTING STORMWATER COLLECTION SYSTEM.
 8. APPROVED STORMWATER DETENTION WILL BE DISCHARGED INTO THE SITE TO EXISTING STORMWATER COLLECTION SYSTEM.
 9. EXISTING GROUNDWATER MONITORING AND SERVICE LATERALS WITHIN GATEWAY PLACE AND SITE'S PROPERTY LINE WILL BE UTILIZED TO CONVEY BUILDING SEWAGE TO MDCG COLLECTION.
 10. EXISTING WATER MAIN WITHIN GATEWAY PLACE WILL BE UTILIZED TO PROVIDE WATER SERVICE TO ALL PROPOSED BUILDINGS AND STRUCTURES ADJACENT TO COMMERCIAL ZONE.
 11. ELECTRIC, GAS, AND COMMUNICATION SERVICES WILL BE PROVIDED THROUGH EXISTING UTILITIES LOCATED ALONG GATEWAY PLACE AND ADJACENT TO THE PROPERTY. ADDITIONAL COORDINATION WITH CINCINNATI AND OTHER COMMUNICATION COMPANIES IS REQUIRED.



THE SUMMIT MIXED USE
CONCEPT SITE DEVELOPMENT PLAN
CITY OF BLUE ASH
HAMILTON COUNTY, OHIO 45242

MSA DESIGN
316 WEST FOURTH STREET
CINCINNATI, OHIO 45202

PROJECT: THE SUMMIT MIXED USE
CONCEPT SITE DEVELOPMENT PLAN
SCALE: 1"=80'
DATE: 03-17-2025
CONCEPT SITE DEVELOPMENT PLAN

SITE AREA AND RIGHT-OF-WAY SUMMARY:

TOTAL SITE AREA:	20.3530 AC.
RIGHT-OF-WAY TO BE VACATED:	0.0062 AC.
PROPOSED RIGHT-OF-WAY:	0.0041 AC.
TOTAL REMAINING SITE AREA:	20.3051 AC.



LAND USE PLAN

LEGEND

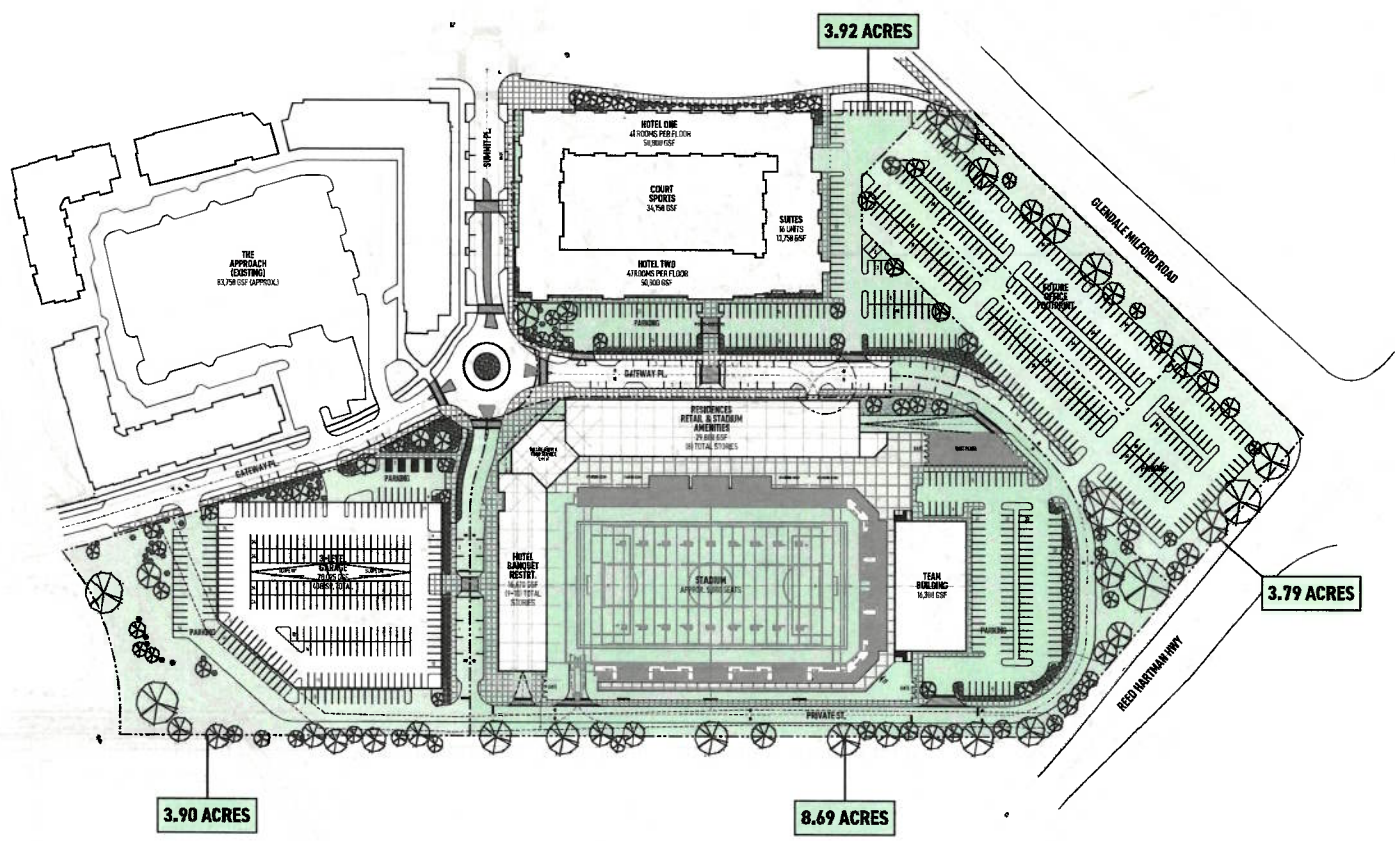
- PROPOSED BUILDINGS
- DEVELOPMENT PARCELS

LAND USE SUMMARY

PARCEL AREAS:	3.92 ACRES
	3.79 ACRES
	8.69 ACRES
	3.90 ACRES
TOTAL LAND AREA:	20.30 ACRES

BUILDING SUMMARY

HOTEL ONE:	26,190 SF
HOTEL TWO:	24,365 SF
SUITES:	13,750 SF
FIELDHOUSE:	34,150 SF
TEAM BUILDING:	16,300 SF
STADIUM RESIDENCES:	29,800 SF
DELUXE UNITS:	5,150 SF
STADIUM HOTEL:	16,670 SF
PARKING GARAGE:	70,025 SF
STADIUM GRANDSTANDS:	36,870 SF
TOTAL BUILDING AREA:	273,270 SF
	6.27 ACRES



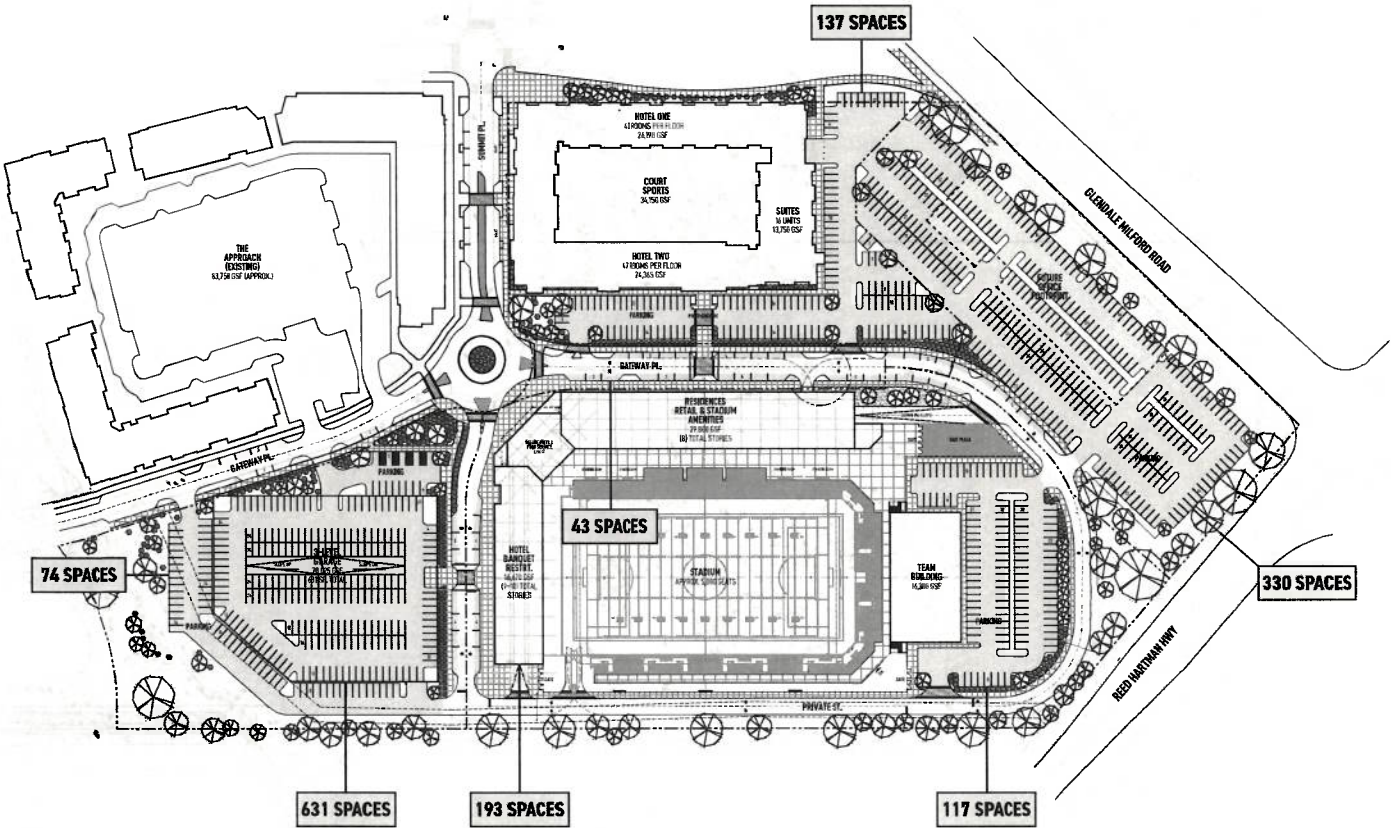
PARKING PLAN

LEGEND

- PROPOSED BUILDINGS
- PARKING ZONES

PARKING SUMMARY

SURFACE PARKING:	658 SP.
GARAGE:	631 SP.
SUB-GRADE:	193 SP.
ON STREET:	43 SP.
TOTAL PARKING:	1,525 SP.



The Summit Mixed Use District
Major Amendment to the PUD
City of Blue Ash Planning Commission
March 17, 2025

KZF DESIGN INC.
700 Broadway Street
Cincinnati, OH 45202
main 513.621.6211
kzf.com

DESIGNED BY	CONTRACT NO.
C. B. BROWN	800-10
DRAWN BY	DATE
CB	01-17-39

LANDSCAPE
PLAN

DANIEL S. TROMPER, V. TURNER



BUILDING DESIGN



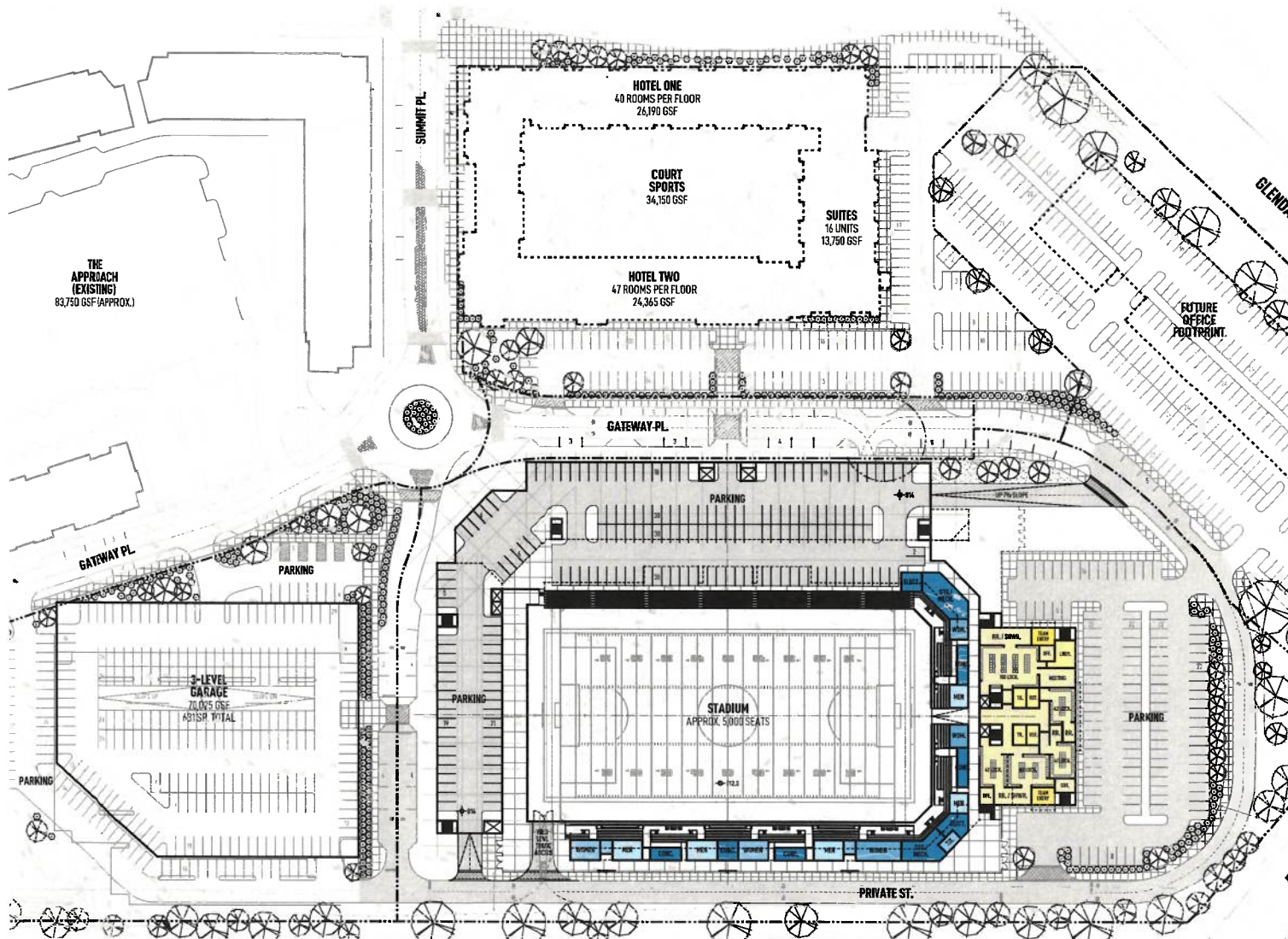
SUB-GRADE PLAN

LEGEND

- STADIUM PROGRAM
- TEAM/ PLAYER PROGRAM
- PAVED AREAS

LEVEL SUMMARY

- RESTROOMS
CONCESSIONS
STORAGE
ELECTRICAL
MECHANICAL
- LOCKERS
RESTROOMS
OFFICES
MEETING ROOMS
TRAINING
REFEREES
LAUNDRY
FIELD ACCESS



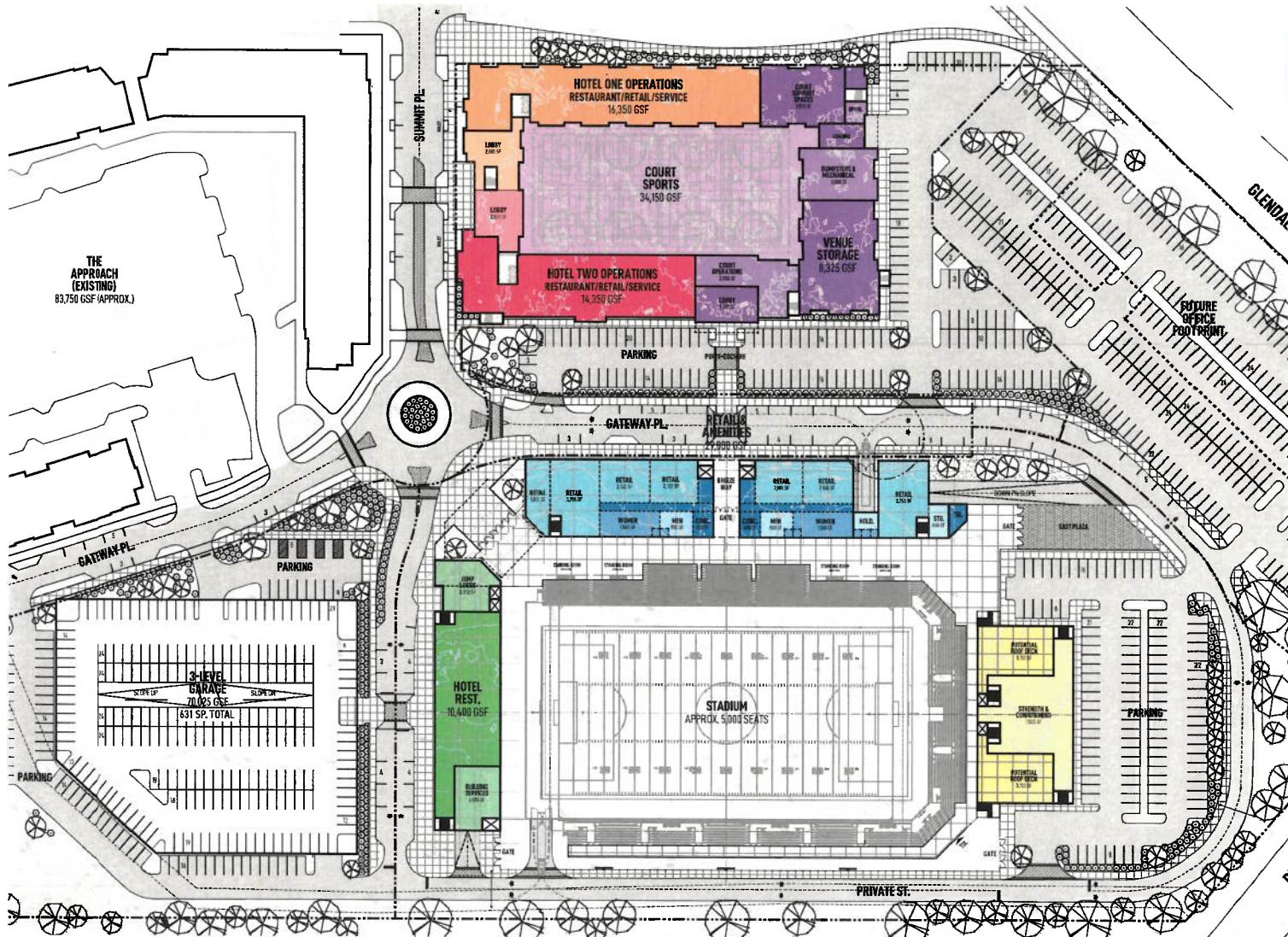
STREET LEVEL PLAN

LEGEND

- STADIUM PROGRAM
- TEAM/ PLAYER PROGRAM
- RETAIL PROGRAM
- STADIUM HOTEL RESTAURANT
- RESTAURANT OPERATOR 1
- RESTAURANT OPERATOR 2
- FIELDHOUSE / COURT SPORTS
- VERTICAL CIRCULATION CORES
- PAVED AREAS

LEVEL SUMMARY

- RESTROOMS
CONCESSIONS
TICKETS
- WEIGHT ROOM
ROOF DECKS
OFFICES
- RETAIL TENANT SPACES
LOADING / SERVICE
STORAGE
- JUMP LOBBY
RESTAURANT
- LOBBY
RESTAURANT
- LOBBY
RESTAURANT
- COURTS
LOBBY
STORAGE
SUPPORT SPACES



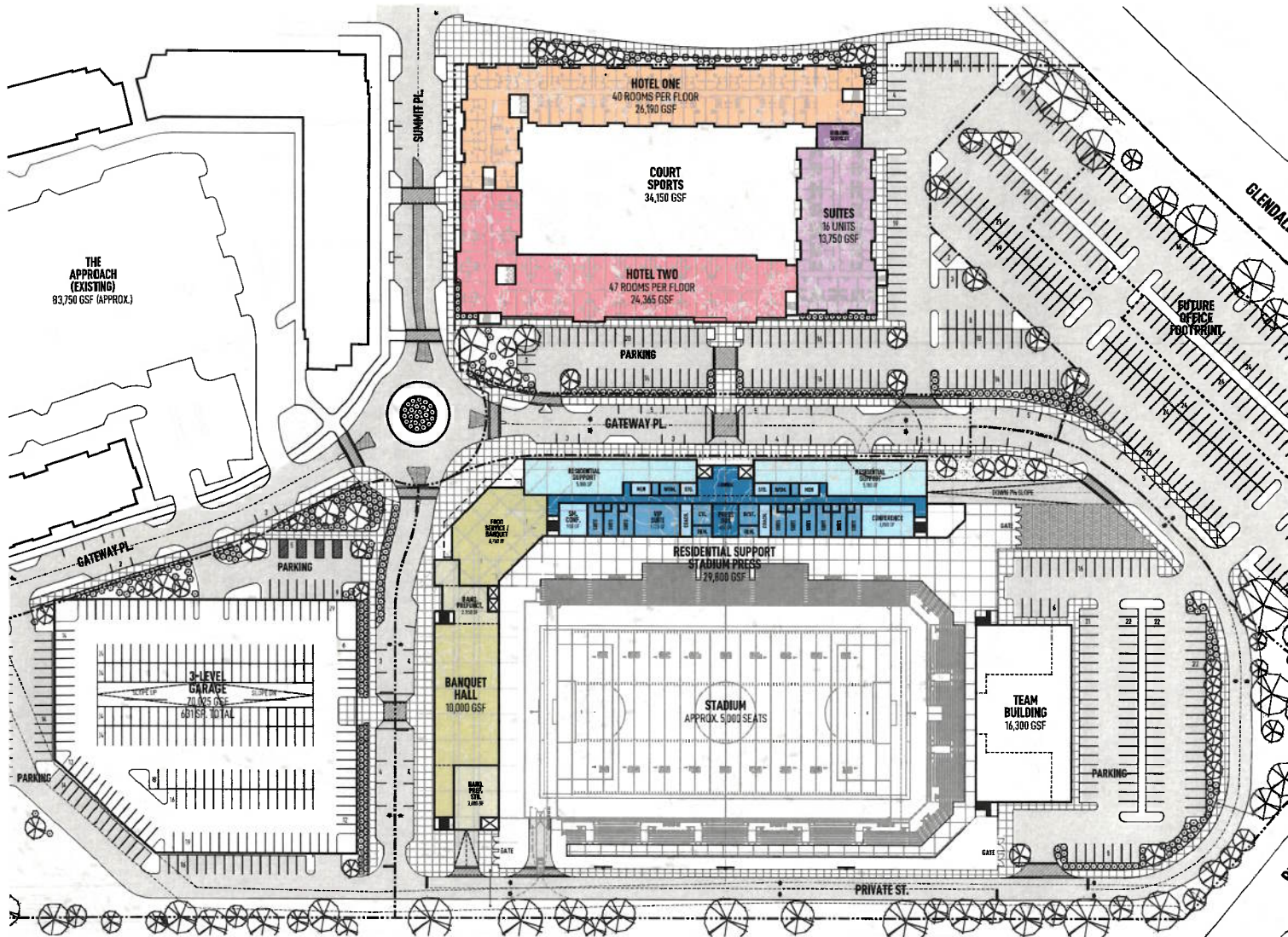
LEVEL 2 PLAN

LEGEND

- STADIUM PROGRAM
- RESIDENTIAL SUPPORT
- BANQUET / EVENT SPACE
- HOTEL OPERATOR 1
- HOTEL OPERATOR 2
- TWO-BEDROOM SUITES
- VERTICAL CIRCULATION CORES
- PAVED AREAS

LEVEL SUMMARY

- PRESS BOX
SUITES
CONFERENCE
RESTROOMS
- RESIDENCE AMENITIES
LAUNDRY
FITNESS
- BANQUET HALL
FOOD SERVICES
EVENT SUPPORT & STORAGE
- HOTEL 1 ROOMS
- HOTEL 2 ROOMS
- TWO-BEDROOM SUITES
BUILDING SERVICES



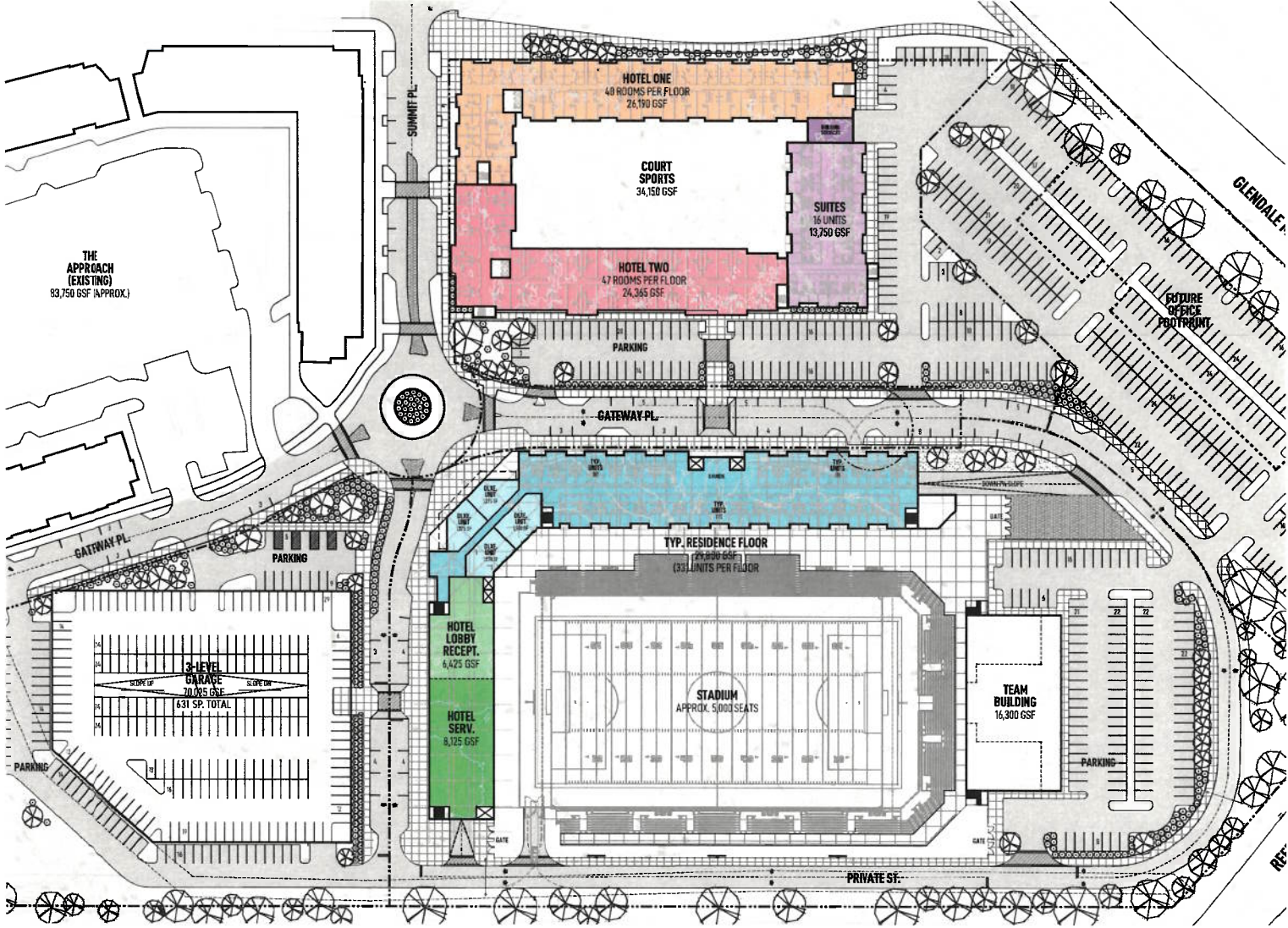
LEVEL 3 PLAN

LEGEND

- STADIUM HOTEL PROGRAM
- RESIDENTIAL UNITS
- HOTEL OPERATOR 1
- HOTEL OPERATOR 2
- TWO-BEDROOM SUITES
- VERTICAL CIRCULATION CORES
- PAVED AREAS

LEVEL SUMMARY

- MAIN LOBBY
HOTEL SERVICES
STORAGE
- RESIDENCE UNITS
DELUXE UNITS
LOUNGES
- HOTEL 1 ROOMS
- HOTEL 2 ROOMS
- TWO-BEDROOM SUITES
BUILDING SERVICES



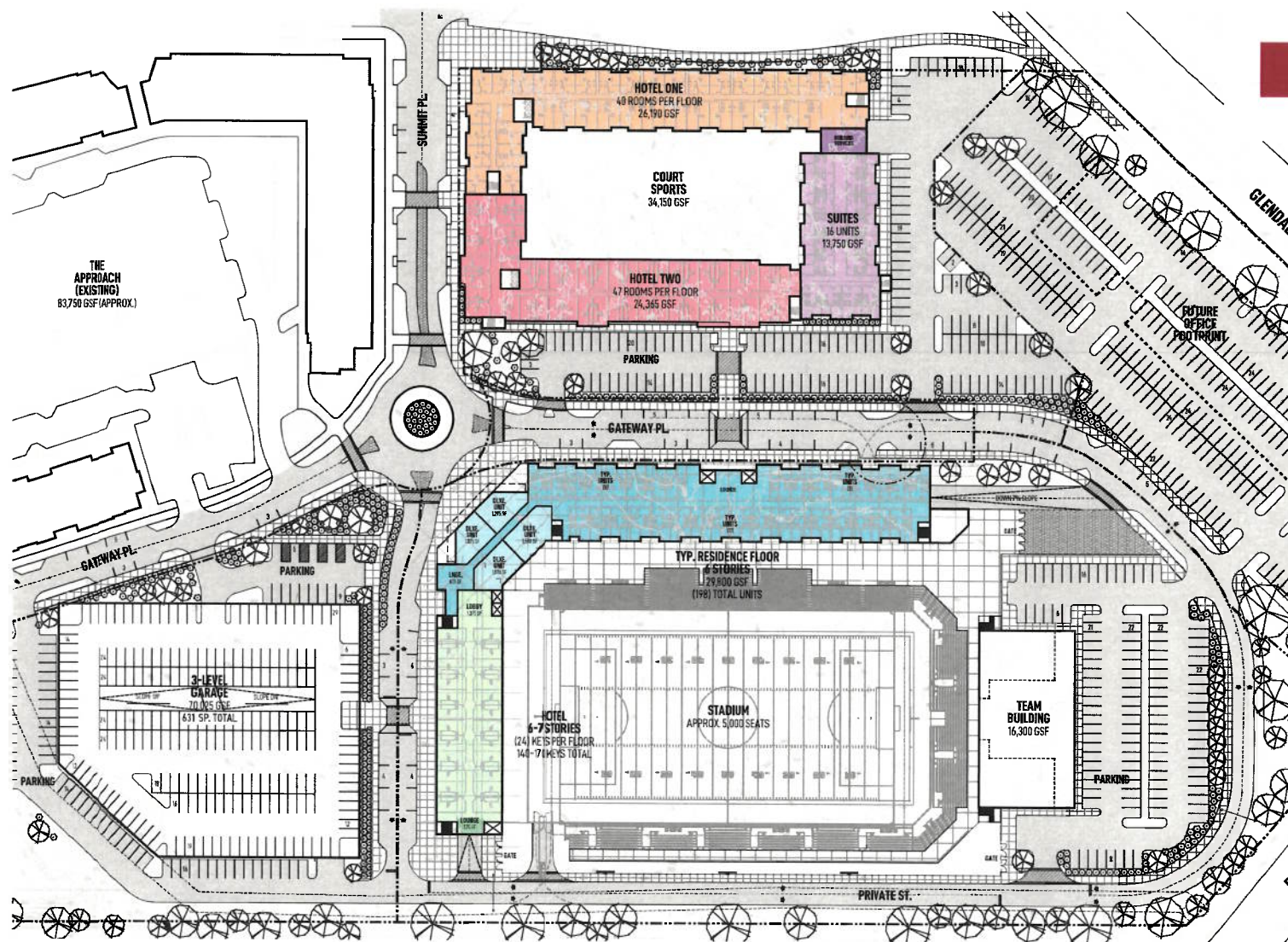
TYPICAL LEVELS PLAN

LEGEND

- STADIUM HOTEL PROGRAM
- RESIDENTIAL UNITS
- HOTEL OPERATOR 1
- HOTEL OPERATOR 2
- TWO-BEDROOM SUITES
- VERTICAL CIRCULATION CORES
- PAVED AREAS

LEVEL SUMMARY (4+)

- STADIUM HOTEL ROOMS
- RESIDENCE UNITS
DELUXE UNITS
LOUNGES
- HOTEL 1 ROOMS
- HOTEL 2 ROOMS
- TWO-BEDROOM SUITES
BUILDING SERVICES



CITY OF BLUE ASH

Interoffice Memo – City Manager's Office

TO: City Council
FROM: City Manager and Department Directors
SUBJECT: Agenda Items for the May 8, 2025 Council Meeting
DATE: May 6, 2025
COPIES: Department Directors, Press, Clerk of Council, Solicitor

This memo offers a brief description of the topics included on the May 8, 2025 Council agenda.

5. PUBLIC HEARING – 7:00 p.m. to consider a concept development plan for a mixed-use stadium and sports complex at the Neighborhoods at Summit Park (Ordinance 2025-02, First Reading)

Steve Dragon, on behalf of Vandercar Properties (Summit View Properties LLC), presented to Planning Commission on April 3, 2025 for approval of a new Concept Development Plan PUD. The Concept Development Plan would apply to the property at the northeastern corner of the Neighborhoods at Summit Park and represents the current vision for the site. It is currently vacant and governed by a Concept Development Plan approved in 2016. A Final Development Plan was never submitted following that approval.

This Concept Development Plan, of which Planning Commission unanimously recommended approval on April 3, 2025, calls for a 5,000-seat stadium wrapped by a hotel and apartments over ground level restaurant and retail, an indoor athletic and event facility wrapped by two hotels, a parking garage, and large parking lot which could allow for a possible future office building.

Please direct questions regarding this item to the Planning and Zoning Administrator or City Manager.

9.a.1. Resolution No. 2025-23 – Authorizing a multi-year collective bargaining agreement (Fire Lieutenants)

Resolution No. 2025–23 authorizes the City Manager to enter into a multi-year collective bargaining agreement between the City and the Blue Ash Fire Lieutenants (International Association of Firefighters, Local No. 3203).

The City entered into negotiations with the Fire Lieutenants bargaining unit beginning in February of 2025. After several negotiation conversations, all parties have agreed to a few changes to the previous bargaining agreement. The following is a summary of those changes:

- Article 19 – Wages and Compensation - Wage increases are as follows: 5% for 2025; 3.5% for 2026; 3% for 2027.
- Article 21 – Trades – Revision to language increasing the repayment of trades from 120 days to 180 days.
- Contract period from March 15, 2025 – March 10, 2028.

Please direct any questions regarding this resolution to the Treasurer/Administrative Services Director or City Manager.

9.a.2. Resolution No. 2025-24 – Authorizing a contract for copier equipment and support services with Modern Office Methods

The City has a longstanding and beneficial relationship with Modern Office Methods. Modern Office Methods is located in Blue Ash and provides quality copiers and services to the City for all City Departments. Staff recommends continuing with Modern Office Methods as our copier and copier maintenance provider.

The 2025 Budget included funding to upgrade eleven City copiers. This purchase will streamline City operations by eliminating several color printers and providing more reliable copier, print and fax capabilities. These purchases will result in a reduction in copy/print operations costs for the City. The purchases will be made using the National Association of State Procurement Officials (NASPO) bid contract pricing. Staff has reviewed the NASPO Agreement NPS-OH-25 to ensure it provides the City with the necessary features at the best possible price.

Resolution No. 2025-24 authorizes the City Manager to enter into a capital purchase and professional services agreement with Modern Office Methods for an amount not to exceed \$125,000 for citywide copier/fax machines, toner, and support services.

Please direct questions regarding this Resolution to the Treasurer/Administrative Services Director.

9.d.1. Resolution No. 2025-25 – Accepting right-of-way parcels for the Grooms Road Connector Project

Reed Hartman Grooms Development, LLC has agreed to donate property within the former P&G East Campus at 11500 Reed Hartman Highway for the purposes of constructing a 2-lane connector road through the development from the signalized intersection on Reed Hartman Highway to Grooms Road. The City has received Federal funds to aid in the construction of the new road. The connector road will have two lanes, storm water system, curb and gutter, and sidewalk.

Please direct questions regarding this Resolution to the Public Works Director.

9.e.1. Resolution No. 2025-26 – Authorizing the sale of a medic vehicle to the City of Reading Fire Department

After two years, the Fire Department has received the new ambulance approved by City Council in September 2023 via Resolution 2023-59. This vehicle is replacing a 2015 Braun EMS vehicle that has reached its service life. The Fire Department is requesting approval from City Council to sell this unit to the City of Reading for \$30,000. The Reading Fire Department approached the Fire Department to express their interest in purchasing the vehicle directly from the City. After consulting with the City's mechanic, it was determined that a fair price for the vehicle was \$30,000.

Please direct questions regarding this Resolution to the City Manager.

9.e.2. Resolution No. 2025-27 – Approval of the Final Hamilton County 911 Plan

Resolution No. 2025-27 approves the Final Hamilton County 911 Plan, as required under Ohio Revised Code Chapter 128. A 911 Program Review Committee was formed to formulate a 911 Final Plan, and each municipality must act to approve or disapprove the Final Plan. There are no fee changes associated with this updated plan. The Hamilton County Board of Commissioners formally approved the plan on April 10, 2025. Council's approval of this resolution allows the City of Blue Ash to officially endorse the plan in compliance with the statutory framework. It is requested that this legislation be adopted by Monday June 9, 2025 in order to comply with the requirements of this statute.

Please direct questions regarding this Resolution to the Police Chief.

INTEROFFICE MEMORANDUM

TO: City Council
FROM: Kelly Harrington, Assistant City Manager and Paul Kleier, Assistant Community Development Director
SUBJECT: The Summit and the Fieldhouse Planning Commission Conditions
DATE: May 6, 2025

Attached is a memo from the developer of the Summit and the Fieldhouse in response to the conditions set forth by Planning Commission. This memo is meant to provide context for PC's conditions as well as a response to recent citizen comments.

Condition 1 – Parking management plan

Some have expressed concerns over the sufficiency of parking for the project. It might be worth remembering why we eliminated parking minimums from the code. As we learned from Target, our code required three times the number of spaces needed for average daily traffic. Rather, we were treating everyday as if it were the holiday shopping season, which is not a prudent use of land. Another example is the County's Crime Lab. The original proposal included hundreds of parking spaces in order to handle a mass casualty event which, thankfully, has not happened. Should the unfortunate occasion arise, the Landings garages just next door provide over 1,000 public parking spaces. Staff agree with the developer's parking analysis.

Condition 2 – Economic analysis

The included analysis is typical for projects of this scope. Due to the transient nature of construction jobs, we would not expect to realize the reported construction earnings tax. The operational figures and annual payroll are in line with staff estimates.

Condition 3 – Detailed description of event authority

The developer is proposing that a New Community Authority (NCA) be established to oversee a hired management company. While NCAs are not new to Ohio, this development tool has not yet been used in Blue Ash and will take some time to understand before agreeing to this approach. Below is a brief description of how NCAs work. If the project moves forward, the developer will present a more specific NCA proposal for review.

An NCA is a new political subdivision under state law created either by a local government or through a public-private partnership between a developer and a local government. The developer must own or control the land that is initially included in the

new community district. The NCA is governed by a board of directors with representatives from the development and the local government.

NCAs can levy community development charges, charges that work like additional property, sales, income, or bed taxes, or user fees in the new community district. These spot-specific charges allow the new economic activity to pay for the infrastructure or amenities in the district, instead of burdening existing taxpayers or shifting existing taxes from other priorities. The charges are added on top of existing taxes and would not affect the TIF.

NCAs also have the ability to issue revenue bonds to pay for the development of community facilities. The debt issued by the new community authority is separate from and does not impact a local government's debt capacity. New community authorities can also own and operate community facilities. Community facilities include parks, cultural facilities, streets, sidewalks, water and sewer infrastructure, parking facilities, public buildings, stadiums, day care centers, fitness centers, and many other assets.

NCAs are often combined with community reinvestment area tax abatements ("CRA") or tax-increment financing ("TIF") as part of a project's overall financing strategy. NCAs can be used to create a replacement charge as a way to monetize a tax abatement. For projects with large public infrastructure needs, NCAs can be used to create revenue in addition to a traditional TIF.

A local example of an NCA is Liberty Center where the public infrastructure was supported by an added sales charge (\$0.50 per \$100 spent) and an additional 10 mill special assessment on real property value in addition to their regular property tax bill.

Regardless of whether an NCA is established, staff will coordinate with the event management company on larger events just as it does today with fundraisers, 5Ks, marches, demonstrations, etc... But while most public events occur on City property, these will be on private property and even less burdensome to the City. If police resources are required such as for directing traffic, it will be handled as an off-duty detail and paid for by the event authority. This arrangement is a common occurrence in Blue Ash.

Condition 4 – Traffic study acceptable to the City

On and offsite infrastructure for the Neighborhoods at Summit Park was designed for a similarly intense use as to this proposal. Furthermore, stadium traffic will not be at peak travel times (rush hour). The infrastructure is adequate for the proposed use.

Condition 5 – Community engagement plan

Per the developer's attached memo, the stadium is meant to be more than a Moeller athletic field with numerous additional opportunities for community participation via youth sports and adult rec leagues. In addition, should the City participate through an NCA, it would have an opportunity to weigh-in on the stadium programming.

Condition 6 – Improved aesthetics of the parking lot at Reed Hartman/Glendale-Milford

The developer has softened the edge of the parking lot adjacent to the roadway and will work with the City on detailed design.

Property Tax

The developer estimates a total project construction cost of \$150-200M. Auditor valuation is generally lower than construction cost. It is possible that the stadium would be tax exempt, however, the remaining facilities (and the majority of the total project cost) would all be subject to property tax/payments in lieu of taxes in support of the existing TIF. Staff conservatively estimates an Auditor valuation of \$140M in taxable improvements which would provide \$1.1M annually to Sycamore School District.

Other Considerations

It has been suggested that the P&G East site is more appropriate for the stadium. However, that location does not provide the same economic opportunities as the site near Summit Park which enables eventgoers to patronize the nearby restaurants and retail. Also, it is not in the City's legal purview to require developments be moved to other sites. The developer is owed an answer for the application on file.

It has also been suggested that we wait for the office market to rebound. While progress has been made, all indications are that the office market will have a lengthy recovery period. Council has a choice between waiting or activating the space sooner with a different development type.

It is worth remembering that this site was always intended for development. The mix of uses may be different, but the intensity of the development/land coverage is the same.

Finally, the Comprehensive Land Use Plan, Summit Park District, calls for facilities that advance the City's "alive after 5" initiative as well as all of the development types included in this proposal.

MEMORANDUM

DATE: May 5, 2025

TO: Mr. Paul Kleier, Planning & Zoning Administrator, City of Blue Ash

FROM: Steven N. Dragon, Vandercar LLC, Summit View Development, LLC

RE: Summit View Development PUD Concept Development Plan (PC2025-03)
Planning Commission Conditions, Recommendation of Approval, April 3, 2025

Introduction

Vandercar has prepared this memorandum to address conditions included in the Planning Commission's recommendation of approval for the above referenced Concept Development Plan at its meeting of April 3, 2025. Additionally, we have included responses to concerns that have been expressed following the Planning Commission meeting to offer clarification and correction of misunderstandings related to the proposal.

CONDITION 1 – Parking management plan

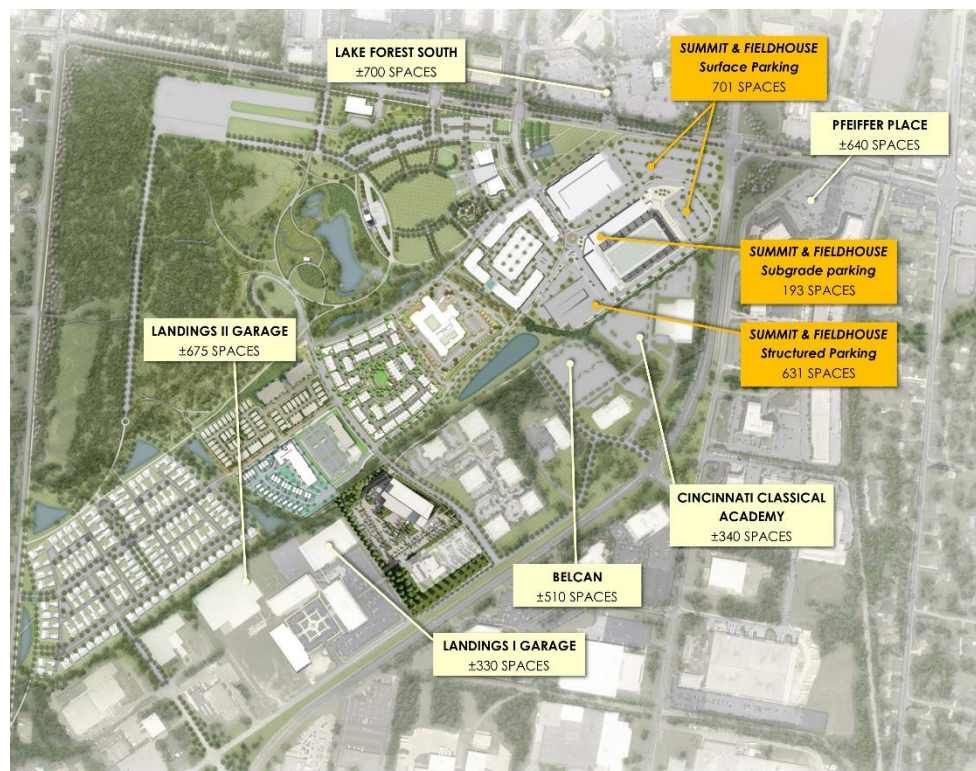
The main driver of parking demand for the development will be the 5,000-seat outdoor stadium facility. Based on projected event programming we anticipate there will be 10-20 major events hosted by the stadium annually. Those event days represent 5% of the annual calendar. For the remaining 95% of the calendar, event attendance is anticipated to be no larger than 1,000 per event, with the median event size being between 200-500 seats. The parking design of the development is focused on providing suitable on-site parking to meet the demand that will occur for that 95% of the calendar. Providing parking for the extraordinary events occurring on the remaining 5% of the calendar is not a prudent use of land area or capital. This is particularly true given the presence of large parking areas adjacent to and near the development site that are unused either lightly or not at all during the times when such a large event attendance would occur (in evening hours or on weekends).

The parking demand for the proposed development was calculated using the industry standard mixed-use Parking Model Analysis Demand tool developed by the Urban Land Institute (ULI). To model design conditions, the stadium attendance was set at 1,000 seats with all the other uses in the project (*Fieldhouse*, hotels, apartments, restaurants, etc.) in concurrent operation. The ULI tool utilizes compiled data to estimate the individual and combined parking demand for each use – by hour, by month, for both weekday and weekend conditions – over the course a calendar year to identify peak parking required to serve the mixed-use development.

The results of the analysis indicate that the peak parking requirement when the stadium is at 1,000 seat attendance is 1,176 parking spaces, which would occur at 2 pm on a November weekend. The peak weekday demand of 1,147 parking spaces would occur at 8 pm on an event day (likely a Friday

evening). The Concept Development Plan indicates that 1,525 parking spaces will be built as part of the development. This means that the on-site parking will comfortably accommodate events up to a stadium attendance of 1,000 with an additional 349 parking spaces in surplus.

The analysis indicates that on-site project parking would be exhausted when events grow to approximately 2,000 – 2,200 seats. As a reference, we anticipate 600-900 off-site parking spaces will be required to accommodate a 5,000-seat event. For those events the stadium operator will secure off-site parking arrangements to provide additional parking. We are confident that such arrangements are readily achievable, give that there are more than 2,000 parking spaces located within ¼ mile of the development that are unused during proposed event times – and over 3,000 within ½ mile, including the two public parking garages located at the Landings.



CONDITION 2 – Economic analysis

The Vision for *The Summit* and *The Fieldhouse* at Summit Park is to create a vibrant, year-round sports and entertainment destination that attracts more visitors to Summit Park and the development to support a mix of residential, retail, restaurant, and entertainment offerings. This development aims to activate the area, particularly in the evening, driving increased economic activity to support local businesses, both new and existing. The goal is to enhance the reputation of Summit Park and the surrounding district as a regional mixed-use destination to benefit existing businesses and to attract new companies and employers to the area.

The estimated construction expenditure for the proposed development is between \$150 - 200 million. We estimate the total economic impact of the construction to be \$180 - 240 million

including both direct and indirect impacts. The construction activity will stimulate construction-related jobs and earnings estimated to support 850 – 1,100 jobs over a two-year period, resulting \$40 - 55 million in wages and more than \$500,000 in earnings tax revenue for the City of Blue Ash.

Operational expenditures related to the commercial activities of the development are projected to provide direct economic impact of \$40 million. The development will directly create approximately 280 jobs, with earnings of over \$16 million annually.

In addition to the specific impacts modeled above, numerous long-term benefits that are difficult to quantify will result from this unique mixed-use development:

- Community Health: Added recreation facilities to the community
- Quality of Life: Enhanced entertainment and recreation options
- Economic Diversification: Multiple revenue streams across sectors
- Destination Development: Creation of an anchor destination for regional visitors
- Youth Retention: Enhanced amenities attractive to younger demographics
- Business Attraction: Improved ability to attract corporate relocations

This analysis is limited to direct impacts from construction of the development and to the operation of the mix of uses proposed in the Concept Development Plan. To be conservative, the analysis does not attempt to capture numerically the more abstract benefits identified above, nor to offer figures related to indirect impacts.

The above analysis utilizes budgetary construction estimates and metrics aggregated by the U.S. Bureau of Labor Statistics to approximate direct and indirect economic impacts associated with such investments, including employment and wage creation. Operational impacts were estimated based the proposed mixed-use development components from models derived by the Bureau of Economic Analysis (U.S. Department of Commerce). Data from industry-specific organizations including the National Apartment Association, International Council of Shopping Centers, and HVS Global Hospitality Services were used to quantify parameters for the individual uses, along with information provided by Victus Advisors.

CONDITION 3 – Detailed description of event authority

The Summit stadium venue will be owned by a special purpose entity (LLC) established specifically for the purpose of holding title to the venue. This ownership model ensures that *The Summit* focuses on maintaining a state-of-the-art facility and remains a community-oriented asset designed to benefit local residents and students. Other than the stadium venue, the balance of the development will be owned and operated by for-profit commercial enterprises.

Day-to-day operations of *The Summit* stadium will be managed by a third-party management company with expertise in programming athletic venues. This firm will be responsible for the stadium's financial performance and the oversight of all safety, security, and maintenance protocols.

To provide accountability and strategic alignment with community goals, the development team proposes that a New Community Authority (NCA) be established in collaboration with the City to oversee the management company. The NCA is a collaborative governance body composed of representatives from the project's developer (Vandercar), the City of Blue Ash, project stakeholders, and the Non-Profit (LLC). This structure is intentionally designed to ensure that the venue operates in conjunction with the City of Blue Ash and complements adjacent facilities such as *The Fieldhouse* and Summit Park. By aligning public and private stakeholders, the ownership and governance framework promotes long-term success, community integration, and operational transparency.

CONDITION 4 – Traffic study acceptable to City

American Structurepoint has completed an update to the traffic impact study that it originally prepared for the overall development in 2016. The update has been prepared based on a scope and approach approved by the City of Blue Ash. A memorandum summarizing the results and findings of the update was provided to the City in advance of the Planning Commission meeting (**Attachment A**). The final version of the Traffic Impact Study was submitted on April 14, 2025.

The results of the study show that the existing roadway network can accommodate the proposed development without the need for additional improvements.

CONDITION 5 – Community engagement plan

The Summit and *The Fieldhouse* are designed for community engagement in Blue Ash, offering a diverse and inclusive range of programs and activities for residents of all ages. These two venues serve not only as sports facilities, but also as social and entertainment hubs that bring people together in meaningful and dynamic ways, while creating economic benefit to area restaurants and businesses.

At *The Summit*—a 5,000-seat stadium—approximately one-third of all scheduled events will be dedicated to community use. This includes a variety of youth sports such as grade school football, soccer, lacrosse, flag football, and sports camps. Adult recreation is also well-represented, with plans for leagues and tournaments in cornhole, dodgeball, spikeball, softball, and flag football. The venue will also offer entertainment programming including comedy shows, musical performances, and professional sports events such as rugby, lacrosse, and ultimate frisbee. These opportunities are curated to meet the interests of a broad demographic, fostering a vibrant community culture.

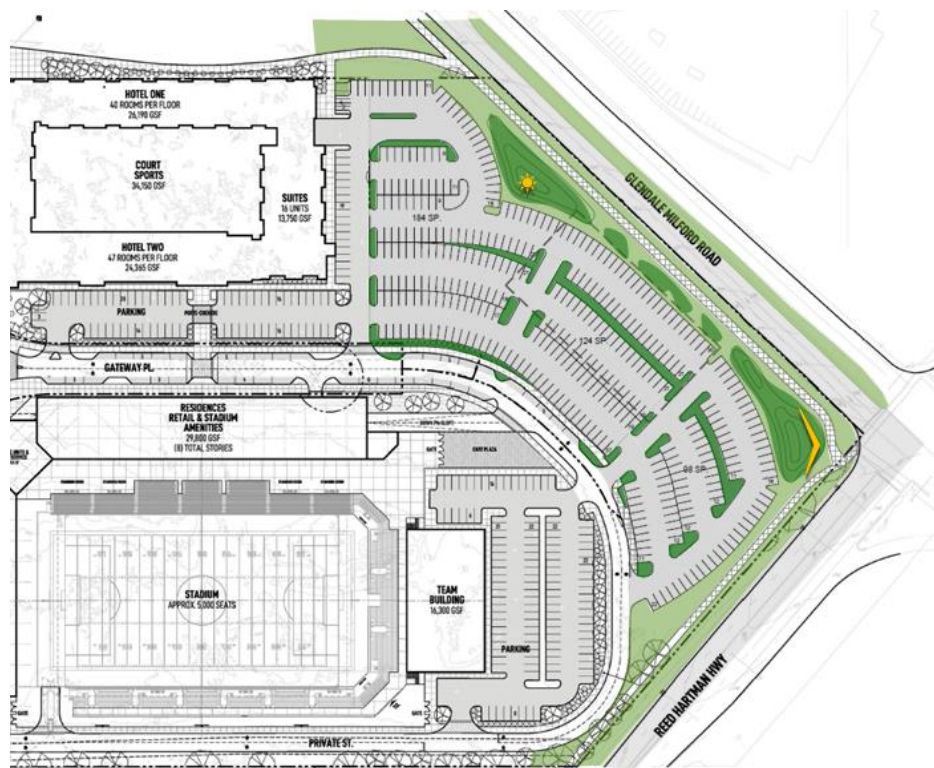
The Fieldhouse amplifies this mission, with an impressive 87% of its events specifically dedicated to community engagement. It will serve as a host site for numerous youth athletic events including basketball, volleyball, wrestling, cheerleading, dance, gymnastics, and indoor soccer (futsal). For adults, *The Fieldhouse* will offer diverse recreational options including pickleball, dart tournaments, ballroom and salsa dancing, and men's and women's basketball leagues. In addition, it will provide space for social gatherings such as weddings and business events, further rooting the facility in the everyday lives of local residents.

By catering to both structured athletic programming and open-ended community entertainment, *The Summit* and *The Fieldhouse* are uniquely positioned to address a wide range of community needs. These facilities will not only enhance local quality of life, but also foster social connectivity, wellness, and economic activity within the region. Each venue offers opportunities to improve the physical vitality of the participants, young and old, on the field or on the court.

Their programmatic design reflects a deep understanding of what it means to serve a modern community: inclusion across age groups, flexibility in use, and a commitment to fun, safety, and engagement. These venues will be vital tools for civic unity, wellness, and regional pride—ensuring Blue Ash remains a vibrant and welcoming place to live, work, and play.

CONDITION 6 – Improved aesthetics of parking lot at Reed Hartman Hwy./Glendale Milford Rd.

The layout of the surface parking adjacent to the Reed Hartman Hwy. and Glendale Milford Rd. frontages has been modified to provide areas for incorporating additional landscaping and gateway features at the intersection corner and along the Glendale Milford Rd. side of the development boundary. The development team proposes working in partnership with the City to design those areas to provide features that promote and complement the development, the district, Summit Park and the City of Blue Ash.





AMERICAN
STRUCTUREPOINT
INC.

9825 KENWOOD ROAD, SUITE 305
CINCINNATI, OHIO 45242

TEL 513.407.8317

www.structurepoint.com

T E C H N I C A L M E M O R A N D U M

DATE: March 31, 2025
TO: Mr. Steve Dragon, Development Manager, Summit View Development, LLC
FROM: Gaurav Kashyap, PE, PTOE, RSP2I; Curtis Deibel, PE, RSP2I – American Structurepoint, Inc.
RE: Summit View Development TIS – Status Update

Introduction

American Structurepoint has prepared this memorandum to provide a status update to both Summit View Development, LLC, and the City of Blue Ash ahead of the scheduled Planning Commission meeting on April 3, 2025. Based on the in-person meeting between Summit View Development, American Structurepoint, and the City of Blue Ash, a study scope was developed to meet all requirements set forth by the city and ensure the city's approval of the final Traffic Impact Study.

One change that has occurred between the in-person meeting and study scoping is that the Saturday afternoon peak hour analysis requested by the city has been modified to a Friday evening peak hour from 6:00 to 7:00 PM. This change was made in response to new information obtained regarding the proposed football stadium and the timing of events. It was found that the majority of events scheduled to fill the stadium will begin on Friday at 7:00 PM. Therefore, the one hour before the event start time was determined to be the appropriate peak hour for performing this additional analysis, to ensure the accuracy of the results and the study.

Traffic Volume Development

Traffic counts were obtained using StreetLight Data over 13 hours on a typical weekday (Tuesday thru Thursday) as well as on a typical Friday evening from 6-7 PM. This data was collected at the following six (6) intersections:

- Glendale Milford Road & Summit Place
- Summit Place & Gateway Place
- Gateway Place & Existing Parking Access
- Glendale Milford Road & Reed Hartman Highway
- Reed Hartman Highway & Parkview Drive
- Plainfield Road & Parkview Drive

Once this traffic data was collected, the Opening Year 2027 and Design Year 2037 design volumes were created by applying a 0.25% per year linear growth rate to the StreetLight traffic data.

Trip generation calculations were then performed utilizing the Trip Generation Manual, 11th Edition for the proposed development. The list below outlines the land use codes and intensities that were used in these calculations.

- Land Use Code 310 – Hotel – 450 Rooms
- Land Use Code 710 – General Office Building – 150,000 SF
- Land Use Code 220 – Multifamily Housing – 180 Dwelling Units
- Lane Use Code 821 – Shopping Plaza, No Supermarket – 56,000 SF

In addition to the land uses listed above, this proposed development also proposes a 5,000-seat football stadium. This football stadium does not have a land use code from the ITE Trip Generation Manual. To accurately generate trips for this stadium, ASI researched other complexes to determine the most appropriate trip generation rate for this complex. The research found that multiple traffic studies, including one for a potential NFL stadium in San Diego, CA, used an assumed vehicle occupancy rate of 2.88 people per car. On average, 61% of entering trips arrived within one hour of the event's start time. Given the vehicle occupancy rate and the percentage of entering trips, it was determined that 1,060 vehicles would be entering the parking area for the football stadium one hour before the event begins with an assumed 53 exiting vehicles to account for individuals that decided to be dropped off for the game or took a ride share service/taxi to the event.

Traffic Analysis

Once the final traffic volumes were created, traffic analyses were performed for the Opening Year 2027 and Design Year 2037 conditions under the AM, PM, and Friday PM peak hours. This analysis utilized existing signal timings at all traffic signals and the current lane configurations throughout the roadway network to assess the anticipated operations both before and after the development, determining what, if any, impacts the proposed development would have on the surrounding roadway network.

The results of this capacity analysis revealed that, in one instance, there was a degradation in Level of Service when comparing the No-Build results to the Build results. It was found that this degradation could be mitigated by simply modifying the existing signal timings at the intersection. Therefore, the analysis results indicate that the existing roadway network can accommodate the proposed development without the need for additional improvements.

Turn lane warrant analyses were performed at the site driveways on the internal roadway network for the proposed development. The study found that left and right turn lanes were warranted at each driveway under the Friday PM Peak Hour only. However, these turn lanes are not recommended for construction, as they are only warranted when the proposed stadium is hosting an event, which is anticipated to occur 10-15 times per year. Additionally, during these events, the owner intends to hire a law enforcement officer to direct traffic at the site driveways, at a minimum, to help with the safe and efficient flow of traffic. For these reasons, the turn lanes are not recommended for construction.

Next Steps: The final Traffic Impact Study is scheduled for completion and submission to the City of Blue Ash on April 18, 2025.

RESOLUTION NO. 2025-23

AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3203 (FIRE LIEUTENANTS BARGAINING UNIT)

Be it resolved by the Council of the City of Blue Ash, Ohio,

SECTION I.

The City Manager is hereby authorized to enter into a multi-year collective bargaining agreement with the International Association of Firefighters, Local 3203. (Fire Lieutenants Bargaining Unit) in accordance with Resolution 2017-63 – Administrative Rules and Regulations, as set forth in the attachment hereto.

SECTION II.

The Treasurer is hereby authorized to expend the necessary funds therefor.

SECTION III.

This resolution shall be in force and take effect immediately upon its adoption.

PASSED this 8th day of May 2025.

Jill Cole, Mayor

Jamie K. Eifert, Clerk of Council

APPROVED AS TO FORM:

Bryan Pacheco, Solicitor

RESOLUTION NO. 2025-23

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF BLUE ASH
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL NO. 3203
(FIRE LIEUTENANT BARGAINING UNIT)**

INDEX

		<u>Page</u>
ARTICLE 1	- PREAMBLE	2
ARTICLE 2	- RECOGNITION	2
ARTICLE 3	- IAFF REPRESENTATION.....	2
ARTICLE 4	- DUES/PAYROLL DEDUCTION	4
ARTICLE 5	- NON-DISCRIMINATION	5
ARTICLE 6	- MANAGEMENT RIGHTS	5
ARTICLE 7	- DISCIPLINE	6
ARTICLE 8	- TESTING	7
ARTICLE 9	- PREDISCIPLINARY CONFERENCE	7
ARTICLE 10	- GRIEVANCE PROCEDURE	8
ARTICLE 11	- PROBATION	11
ARTICLE 12	- PERSONNEL FILES	11
ARTICLE 13	- SENIORITY	12
ARTICLE 14	- LAYOFF AND RECALL	12
ARTICLE 15	- NO STRIKE/NO LOCKOUT	13
ARTICLE 16	- WORK PERIOD AND OVERTIME	13
ARTICLE 17	- CALL-IN TIME	14
ARTICLE 18	- WORKING OUT OF CLASSIFICATION	14
ARTICLE 19	- WAGES AND COMPENSATION	15
ARTICLE 20	- SPECIAL EVENTS	16
ARTICLE 21	- TRADES	16
ARTICLE 22	- OUTSIDE EMPLOYMENT	17
ARTICLE 23	- LONGEVITY	17
ARTICLE 24	- INSURANCE	17
ARTICLE 25	- TRAVEL AND TRAINING ALLOWANCES	18
ARTICLE 26	- CONTINUING EDUCATION	19
ARTICLE 27	- HOLIDAYS	19
ARTICLE 28	- VACATION	20
ARTICLE 29	- SICK LEAVE	21
ARTICLE 30	- MISCELLANEOUS LEAVES	23
ARTICLE 31	- INJURY LEAVE AND INJURED ON LEAVE.....	24
ARTICLE 32	- LIGHT DUTY ASSIGNMENTS	27
ARTICLE 33	- LABOR/MANAGEMENT MEETINGS	27
ARTICLE 34	- UNIFORMS & EQUIPMENT	28
ARTICLE 35	- GENERAL CONDITIONS	28
ARTICLE 36	- SEVERABILITY/SAVINGS CLAUSE	28
ARTICLE 37	- DURATION	29

ARTICLE 1
PREAMBLE

Section 1.1 This Agreement is made and entered into this 8th day of May, 2025, by and between the City of Blue Ash, Ohio, hereinafter referred to as the "Employer" or the "City", and Local #3203, International Association of Fire Fighters, hereinafter referred to as the "IAFF" or "Union", solely as it relates to the Blue Ash Fire Department employees within the full-time Fire Lieutenant bargaining unit. The purpose of this Agreement is:

To comply with the requirements of Ohio Revised Code Chapter 4117; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
RECOGNITION

Section 2.1 The Employer hereby recognizes the IAFF, during the entire term of this Agreement, as the collective bargaining agent with respect to wages, hours, terms and other conditions of employment for the full-time Fire Lieutenant classification ("Lieutenants") within the Fire Department of the City of Blue Ash as certified by the State Employment Relations Board in Case Number 2021-REP-04-0030, dated July 15, 2021.

Section 2.2 All other Fire Department employees including Fire Chief, firefighters with rank of Captain and above, confidential employees, other full-time firefighters, non-firefighter professional employees, part-time employees, seasonal and casual employees, and civilian employees of the Employer are specifically excluded from the bargaining unit.

ARTICLE 3
IAFF REPRESENTATION

Section 3.1 Non-employee representative(s) of the IAFF shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein with prior approval by the City Manager or his designee. Upon arrival, the IAFF representative shall identify himself to the City Manager, or Fire Chief.

Section 3.2 The Employer shall recognize up to three (3) Fire Lieutenants, designated by the Union, to act as IAFF representatives for the purposes of representation as outlined under this Agreement.

Section 3.3 No employee shall be recognized by the Employer as an IAFF representative until the IAFF has presented the Employer with written certification of that person's selection as an IAFF representative by the Lieutenant's certified bargaining unit.

Section 3.4 Rules governing the activity of IAFF representatives are as follows:

- (a) The IAFF agrees that no official of the IAFF, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The IAFF further agrees not to conduct IAFF business during working hours except to the extent specifically authorized herein.
- (b) The representatives shall be permitted reasonable time to investigate, present, and process formal grievances on the Employer's property without the loss of pay during their regular working hours, provided that in each and every instance where such time is required, only one representative is assigned to a grievance, and the length of time and the time period within the working hours shall be agreed upon previously by the IAFF representative and the Fire Chief or his designee. The representatives shall make all reasonable efforts, however, to process all grievances during non-working hours.
- (c) The IAFF representative shall cease unauthorized activities immediately upon the request of the Fire Chief or City Manager.
- (d) The IAFF may conduct one (up-to-two hour) meeting per calendar month, concerning bona fide IAFF business, at the North Fire Station provided that it does not interfere with the Department's operations. The IAFF shall submit all such meeting requests in writing (including the requested date and time) to the Fire Chief or designee for review and approval purposes prior to conducting such meetings. Any such approval from the Fire Chief or designee shall be in writing. If approved, such meeting(s) may be conducted during the work day at or after 6:00 p.m. The meeting(s), even if scheduled and/or in progress, shall not interfere with any and all assigned duties or emergency details.

Section 3.5

- (a) Only one Lieutenant per calendar year, who travels or attends IAFF-sponsored training courses for professional development purposes, may be reimbursed by the City in an amount to be determined and approved by the City Manager if deemed in the best interests of the City.
- (b) Only one Lieutenant, who is a duly elected officer of IAFF Local No. 3203 as President, Vice President, Secretary, or Treasurer or who is appointed by the President of Local No. 3203 as the Lieutenant's representative, may be authorized to use a maximum of 24 hours of paid leave per calendar year to attend IAFF functions such as conventions, educational meetings, or conferences.
- (c) The IAFF may utilize the aforementioned provisions by having the IAFF representative in the bargaining unit notify the Fire Chief of the need for such leave, as soon as possible, but not less than fourteen (14) calendar days prior to the

commencement of said leave, and provided that no more than one (1) Lieutenant be on leave at any given time. Notification to the Fire Chief shall include documentation of the date and time of the event. The amount of leave granted shall be limited to the amount of time necessary to attend the event and to travel to and from the event. Any additional leave time for an overnight stay which would be necessitated due to the distance of the event location and/or the hour when the event concludes shall be mutually agreed upon by the Fire Chief and the President of Local 3203 or their respective designees.

Section 3.6 The parties agree that the Fire Chief can set by policy the numbers, types, and locations of decals that can be affixed to helmets or other locations.

ARTICLE 4 **DUES/PAYROLL DEDUCTION**

Section 4.1 The City agrees to deduct Union membership dues in the amount certified by the Union to the City once each regular paycheck from the pay of any Lieutenant requesting same. If a dues deduction is desired, the Lieutenant shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate payroll clerk. The City agrees to furnish to the designated IAFF representative from the Lieutenant's certified bargaining unit, once each calendar month a warrant in the aggregate amount of the deductions made for the calendar month, together with a listing of the Lieutenants for whom dues deductions were made and a listing of any change in deduction from the previous month. This shall be in effect until the Lieutenant revokes the authorization by written notice to the City's payroll clerk or until the Lieutenant's City employment is terminated. If a Lieutenant does not have a check due him or the check is not large enough to satisfy the assignment, no collection shall be made for that period.

The IAFF hereby indemnifies and holds the City and/or the City's payroll clerk harmless from and any all claims of any nature arising out of or resulting from the operation of this deduction procedure and the making of the deductions and subsequent payments pursuant thereto and from any and all costs and expenses arising out of any such claim(s). Such costs and expenses shall include but not be limited to court costs, attorney fees, witness fees and expenses, court judgments and/or court-awarded damages and all other costs associated with the defense or prosecution of any such claim(s).

Section 4.2 Service Fee – Employees who do not join the Union may pay a voluntary service to the Union in place of a membership fee (Dues). This agreement shall commence thirty (30) days following the signed agreement between the member and the local. This provision shall not require any employee to become a member of the Union, nor shall the service fee exceed dues paid by members of the Union. The written authorization for such deduction of a service fee by the Employer from the payroll check of the employee and its payment shall be provided to the Employer by the parties entering into the agreement. Service fee payment to the union shall be as outlined in this article.

ARTICLE 5

NON-DISCRIMINATION

Section 5.1 The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, sexual orientation, or political affiliation. The IAFF shall share equally with the Employer the responsibility for applying this provision of the Agreement and ensuring there is no discrimination. Any claims of discrimination shall be subject to the grievance and arbitration process.

Section 5.2 Both parties recognize and agree that affiliation with the IAFF is at the discretion of each individual Lieutenant. Lieutenants have the right to participate or not participate in the IAFF as they see fit. Neither party to this Agreement shall exert any pressure on any Lieutenant as regards such matters. Both parties agree not to discriminate against any Lieutenant for their membership or involvement in the union or their refusal to be a member or involved with the Union.

Section 5.3 Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1 The IAFF recognizes the City's exclusive right to manage its affairs and the City retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter of the City of Blue Ash and the laws and constitutions of the State of Ohio and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing.

Section 6.2 Unless otherwise memorialized in this collective bargaining agreement by and between the Union and Employer, the Union recognizes that the Employer expressly maintains all management rights set forth in the Ohio Revised Code Section 4117.08(C)(1)-(9). With the respect to those management rights, the Employer shall have clear right to make decisions in all areas, on a unilateral basis and such decisions, except as provided herein, shall not be subject to the grievance procedure.

Section 6.3 The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.

Section 6.4 The right to hire and set the starting rate of pay for new Lieutenants; to determine the starting and quitting time and the number of hours to be worked, including overtime; and to

determine the amount of supervision necessary, work schedules and the method or process by which work is performed, to the extent that it is in compliance with all other articles of this Agreement.

Section 6.5 The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; and to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classifications. In the event that contracting or sub-contracting would negatively impact the bargaining unit members, the City shall meet with and advise the Union of the effects upon the bargaining unit employees with 60 calendar days notice.

Section 6.6 The Employer will have the right to, in connection with its function of maintaining discipline, operating the department, and directing the workforce, create, establish, abolish, revise, and amend work rules, rules of Conduct and departmental policy. The City will send notifications to the local Union stewards at least seven (7) calendar days prior their effective date, except in emergency situations where delay may affect the health and safety of the members.

Section 6.7 The right to determine the existence or non-existence of facts which are the basis of the Management decisions; to establish or continue policies, practices or procedures for the conduct of the Fire Department and its services to the citizens of Blue Ash, and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, redetermine the number, locations and relocations and types of its Lieutenants or to discontinue any performance of service by Lieutenants of the City of Blue Ash; to determine the number of hours per day or week any operation of the Fire Department may be carried on; to select and determine the number and types of Lieutenants required; to assign such work to such Lieutenants in accordance with the requirements determined by Management authorities; to establish training programs and upgrading requirements for Lieutenants within the Department; to establish and change work schedules and assignments; to transfer or promote Lieutenants or to layoff, terminate or otherwise relieve Lieutenants from duty for lack of work or other legitimate reasons; to determine the facts of lack of work or other legitimate reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or take such measures as the Management may determine to be necessary for the orderly and efficient operation of the Fire Department of the City of Blue Ash, subject to the terms of this Agreement provided, however, nothing herein shall prevent Lieutenants from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

ARTICLE 7 **DISCIPLINE**

Section 7.1 The City may take disciplinary action against any Lieutenant only for just cause.

Section 7.2 Any disciplinary action by the City against a Lieutenant shall be initiated within fifteen (15) calendar days of the City's knowledge of a violation leading to the disciplinary action.

In the case of an internal investigation by the City or an outside criminal investigation, this section shall not apply.

Section 7.3 If the Lieutenant requests it, the Union and the Lieutenant will receive a copy of all memoranda sent to the Fire Chief and/or appearing in the Lieutenant's personnel file concerning disciplinary actions.

Section 7.4 Such disciplinary action, not necessarily listed in order of occurrence, may take the following form:

- a. Oral reprimand;
- b. Written reprimand;
- c. At the option of the Fire Chief, with concurrence of the Lieutenant, loss of vacation leave not to exceed twenty-four hours;
- d. Suspension without pay;
- e. Discharge from employment.

Section 7.5 Discipline shall be subject to the grievance procedure outlined in Article 10.

Section 7.6 The City will notify the Union 72 hours prior to entering into a last chance agreement with a bargaining unit member.

ARTICLE 8 **TESTING**

Section 8.1 Drug and alcohol testing will be pursuant to City Policy.

ARTICLE 9 **PREDISCIPLINARY CONFERENCE**

Section 9.1 Anytime the Employer or his designee determines that a Lieutenant may be disciplined for cause (including only suspensions or termination), a predisciplinary conference will be scheduled with the City Manager or his designee to give the Lieutenant an opportunity to offer an explanation of the alleged conduct. The Lieutenant shall receive a list of the charges and their particulars at the time he is originally notified in writing that disciplinary action is being recommended for the alleged improper conduct.

Section 9.2 The Lieutenant may be represented at the predisciplinary conference by any person he chooses. The Lieutenant and the Employer shall provide a list of witnesses to each other as far in advance as possible, but not later than one (1) hour prior to the predisciplinary conference. It is the responsibility of each party to notify their witnesses that their attendance is desired.

Section 9.3 The Lieutenant or his representative will be permitted to confront and cross examine witnesses. A written report will be prepared concluding whether or not the recommended discipline is appropriate. The Employer, in all cases, will decide what discipline, if any, is appropriate. A

copy of the written report will be provided to the Lieutenant within five (5) calendar days following its preparation.

Section 9.4 Any Lieutenant who may be subject to disciplinary action ("charged Lieutenant") and any Lieutenant being questioned regarding the charged Lieutenant shall be apprised of the following:

1. Failure to respond or respond truthfully to any questioning may result in disciplinary action;
2. The charged Lieutenant shall receive a list of the charges and their particulars not less than forty-eight (48) hours prior to the scheduled predisciplinary conference;
3. The charged Lieutenant shall be apprised of his right to representation and the right to postpone the hearing for no more than seventy-two (72) hours beyond the originally scheduled time;
4. The charged Lieutenant shall be apprised by the Fire Chief as to whether or not he has been suspended pending the outcome of the predisciplinary conference;
5. The charged Lieutenant may, in writing, waive the predisciplinary conference and/or submit a written statement on his behalf.

Section 9.5 Predisciplinary conferences shall be recorded and a charged Lieutenant shall be entitled, upon request, to a copy of the recordings not later than forty-eight (48) hours following the close of the predisciplinary conference.

Section 9.6 Any Lieutenant facing disciplinary action resulting in more than a written reprimand but not more than 24 work hours suspension may request that said disciplinary action be reviewed by the City Manager or his designee. Upon written request to the City Manager or his designee within 48 hours of receipt of written notice of recommended disciplinary action, the City Manager or his designee shall meet with the Lieutenant, review the facts, and make a final written determination regarding the recommended disciplinary action. Said meeting shall take place prior to the imposition of the recommended disciplinary action.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 10.1 The term "grievance" shall mean a difference or dispute between the parties or a Lieutenant concerning the application, meaning or interpretation of the expressed terms of this Agreement, unless otherwise specifically excluded. Any claims of discrimination or hostile work environment arising under Title VII, the American's with Disabilities Act, the Age Discrimination in Employment Act, or Ohio Revised Code 4112.02 et seq. may be brought pursuant to the grievance and arbitration process. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

Section 10.2 In all grievance proceedings the Lieutenant has the right to represent himself or to be represented by a representative of his choice.

Section 10.3 All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties:

- a. Aggrieved Lieutenant's name and signature;
- b. Date grievance was filed in writing;
- c. Date and time grievance occurred;
- d. Where grievance occurred;
- e. Description of incident giving rise to the grievance;
- f. Articles and sections of Agreement violated;
- g. Desired remedy to resolve grievance.

Section 10.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. If a Lieutenant or the IAFF fails to comply with the time limits set forth below, the grievance shall be considered withdrawn, and thereafter such grievance may not be presented for consideration or be made the basis for any action under this Agreement or otherwise. Any Lieutenant may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the Lieutenant to the next step in the grievance procedure. All time limits on grievances may be extended upon the mutual written consent of the parties.

Section 10.5 All grievances except those relating to layoff or discharge (discussed in Section 10.8) shall be settled in the following manner:

Step 1. The aggrieved Lieutenant or his representative shall present in writing the facts to his Captain, within fourteen (14) calendar days of the date on which the grievance arose or which the Lieutenant became aware of the grievance. The Captain shall render a decision within seven (7) calendar days from the date on which the grievance was submitted, and present same to the aggrieved Lieutenant or his representative.

Step 2. If the grievance is not resolved in Step 1, the Lieutenant or his representative shall present the written grievance to the Fire Chief within ten (10) calendar days from the response to the grievance from the Captain. The Fire Chief or his designee shall respond in writing to the grievance within ten (10) calendar days from his receipt of the grievance.

Step 3. If the grievance is not resolved in Step 2, the Lieutenant or his representative shall present the written grievance to the City Manager or his designee within ten (10) calendar days from the response to the grievance from the Fire Chief. The City Manager or his designee shall render a written decision within ten (10) calendar days of his receipt of the grievance form. Grievances regarding layoffs or discharges shall begin at Step 3.

The City Manager's (or his designee's) decision concerning grievances regarding oral or written reprimands shall be final and binding and such grievance shall not be processed further and shall not be arbitrated.

Step 4. Except as set forth in Step 3, within seven (7) calendar days of receipt of the response at Step 3, if the grievance is not resolved to the grievant's satisfaction; the grievant may file, with the IAFF's approval, a request for arbitration. Within ten (10) calendar days of a request for arbitration, an IAFF representative and the City Manager or his designee shall meet and attempt to mutually agree to an arbitrator. If the City and the IAFF cannot mutually agree upon an arbitrator in a specific case, then the parties shall utilize the arbitrator selection procedure set forth by the Federal Mediation and Conciliation Services (FMCS). The parties may by mutual agreement seek to mediate any grievance prior to arbitration.

Section 10.6 Unless otherwise agreed to by the City and the IAFF, the Arbitrator shall render his decision in writing within thirty (30) calendar days of the conclusion of testimony and arguments and after the submission of final post-hearing briefs. If such decision is in conformity with the powers granted the Arbitrator herein, it shall be final and binding upon the parties. The sole function of the Arbitrator shall be to interpret the express written provisions of the Agreement and apply them to the specific facts presented at the hearing. The Arbitrator shall have no power or authority to change, amend, modify, add to, delete from, or otherwise alter this Agreement.

Section 10.7 The costs of the proceedings, including the expenses and compensation of the Arbitrator, and the rental of facilities, (if not on the Employer's premises) shall be borne by the losing party of such arbitration. The Arbitrator shall identify the losing party. If either party requests a transcript and exhibits for the Arbitrator, it shall be made and shall be the official record of the hearing. The cost of such transcript shall be borne by the party requesting it, except where the other party requests a copy of the transcript in which case the cost of the transcript shall be borne equally by both the City and the IAFF. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of the witnesses called by the other.

Section 10.8 A grievance may be brought by any Lieutenant. Where a group of Lieutenants desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided a majority of the members of the Lieutenants' bargaining unit agree to process it as a class action grievance and each Lieutenant desiring to be included in the class action grievance signs said grievance.

Section 10.9 The City, through its City Manager, may file grievances claiming violations of the Agreement by the IAFF as a labor organization. Such grievances shall be initially filed within the time limits of Section 10.5, Step 1, but will be filed directly with the President of IAFF.

Section 10.10 Nothing in this Section prevents either party from seeking enforcement of any arbitration decision in a court of competent jurisdiction.

Section 10.11 In cases of emergency declared by the federal, state, or local government, the time limits for the processing of grievances shall automatically be suspended until further notice from the City Manager or his designee.

Section 10.12 Any Lieutenant charged with, or under indictment for, a felony, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. A Lieutenant found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures.

ARTICLE 11 **PROBATION**

Section 11.1 Each newly promoted employee shall be required to serve a probationary period of six (6) months. Upon satisfactory completion of the probationary period, an employee shall be given regular Lieutenant status.

Section 11.2 If a promoted probationary employee's performance is unsatisfactory, the employee may be returned to the employee's former position without prejudice or the probation may be extended for a period of up to six (6) months at the City's sole discretion and shall no right to appeal under this agreement.

Section 11.3 Moreover, no later than up-to ninety (90) calendar days from his appointment, a new Lieutenant, who received an internal promotion from the rank and file firefighter unit, may voluntarily choose to remove himself from the Lieutenant classification and may, in the City's sole discretion and depending upon the reasons for the voluntary removal, be returned to the rank and file firefighter unit. However, if that voluntary decision is made more than ninety (90) calendar days from the date of his initial appointment, then that new Lieutenant will not be returned to the rank and file firefighter unit and he shall be separated from his City employment on the effective date of his resignation from the Lieutenant classification.

Section 11.4 Upon satisfactory completion of a Lieutenant's probation, they shall be moved to the next higher appropriate step in the Lieutenant wage scale.

ARTICLE 12 **PERSONNEL FILES**

Section 12.1 Personnel files are considered public records in the Ohio Revised Code. Bargaining unit members shall have access to their personnel files.

Section 12.2 Every bargaining unit member shall be allowed to review the contents of his personnel file at all reasonable times upon written request except that any bargaining unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

Section 12.3 All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in Human Resources. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and opportunity to attach a statement. No unfounded complaint shall become part of any bargaining member's personnel file.

Section 12.4 Records of counseling, verbal reprimands, and written reprimands or suspensions shall cease to have force and effect twenty –four (24) months from the date of issuance, provided no similar intervening discipline has occurred. Any record of discipline involving suspension shall cease to have force and effect thirty-six (36) months from the date of issuance, provided no similar intervening discipline has occurred.

ARTICLE 13 **SENIORITY**

Section 13.1 “Department Seniority” shall be computed on the basis of uninterrupted length of continuous full-time service in the Blue Ash Fire Department, excluding credited service with another entity. “Rank Seniority” shall be computed on the basis of uninterrupted length of continuous full-time service in the rank of Lieutenant in the Blue Ash Fire Department. A separation of employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service. Once continuous service is broken, unless the Lieutenant is reinstated, the employee loses all previously accumulated seniority.

Section 13.2 Ties in seniority will be broken in the following order: 1) Rank Seniority; 2) Department Seniority, and then 3) Promotional exam test scores.

ARTICLE 14 **LAYOFF AND RECALL**

Section 14.1 When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected Lieutenants thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. Lieutenants will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 14.2 Lieutenants with the least seniority, computed on the basis of uninterrupted length of continuous full-time service with the Employer, affected by a layoff shall be laid off first.

Section 14.3 Lieutenants who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, Lieutenants who are still on the recall list shall be recalled in the inverse order of their layoff. Any recalled Lieutenants requiring additional training to meet the Lieutenant qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall.

Section 14.4 Notice of recall shall be sent to the Lieutenants by certified mail. The Employer shall notify Lieutenants of any recall by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Lieutenant.

Section 14.5 The recalled Lieutenant shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of mailing of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or mutually agreed upon, in writing, by the parties.

ARTICLE 15

NO STRIKE/NO LOCKOUT

The Employer and the IAFF recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public. This agreement provides the machinery for the orderly resolution of grievances. Therefore the parties agree that:

Section 15.1 During the life of this Agreement or any extensions hereof, the IAFF, on behalf of the Lieutenants comprising the bargaining unit, agrees there shall be no strikes, sympathy strikes, slowdowns, walkouts, refusal to perform assigned duties, sitdowns, picketing, boycotts or any activities which directly or indirectly interfere with the operation of the City or the Fire Department.

In the event any Lieutenant is accused of engaging in activity in violation of Section 15.1 of this article, the IAFF shall immediately make attempts to cease the activity and resume normal work activities. The IAFF agrees not to oppose any injunctive relief sought by the City to return Lieutenants to duty and to cease any strike related activities.

Section 15.2 No Lockout – The Employer shall not lockout bargaining unit employees of the Blue Ash Fire Department.

ARTICLE 16

WORK PERIOD AND OVERTIME

Section 16.1 The authority to establish work schedules, standard work periods, and standard work days shall be vested in the City Manager; the City Manager may at his discretion delegate this authority to supervisory personnel. Except in the case of an emergency, the City shall meet with and advise the Union of any changes to work schedules, standard work periods and standard work days. The City shall give a thirty (30) calendar day notice of a change to Lieutenants unless an emergency exists. The authority to grant overtime compensation shall be vested in the City Manager or his designee, provided that overtime compensation not be allowed except for work in excess of the standard work period. Only hours actually worked, compensatory time, vacation leave, and sick leave shall be counted in determining work in excess of the standard work period. Overtime compensation shall be allowed Lieutenants in these instances only if said work has the prior approval of the City Manager or of a supervisory employee to whom the Manager has delegated scheduling authority.

Section 16.2 Overtime compensation shall be monetary compensation at the rate of one and one-half times the Lieutenant's regular hourly rate of pay that is in effect at the time overtime compensation is earned. Lieutenants may elect to take all or any part of overtime hours in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by a Lieutenant, but only to a maximum of one hundred twenty (120) hours at any given time. In the event a Lieutenant accumulates one hundred twenty (120) hours of compensatory time, then any future overtime hours must be compensated with overtime pay. When a Lieutenant desires to use compensatory time off that he has accumulated, it shall be scheduled and granted, with the mutual consent of the Lieutenant and the Employer, and shall be taken in increments of one (1) or more hours. In the event the parties cannot mutually agree to a date for compensatory time to be used, an employee may submit the request for a different date, may withdraw the request or may be paid for the compensatory time that was denied. A minimum of three (3) calendar days notice shall be required to request the use of compensatory time.

Section 16.3 There shall be no pyramiding of overtime.

Section 16.4 The Employer reserves the right to require any and/or all Lieutenants to work overtime when the operational needs of the department require it.

Section 16.5 Lieutenants shall work an average of fifty-three (53) hours per pay period. The workweek shall be reduced in the following manner. In each 27 day FLSA work period, each Lieutenant shall have one (1) of the following options, taking 13 hours (19.5 hours of accumulation) of comp time, 13 hours of paid time off or 13 hours of overtime pay. Lieutenants shall have the ability to adjust their workweek reduction method, work period to work period with five (5) days, one hundred twenty (120) hours notice to the employer. In the instance that a Lieutenant moves their overtime day, those hours must be worked within the same 27 day FLSA work period.

ARTICLE 17 **CALL-IN TIME**

Section 17.1 Any Lieutenant called into work at a time outside of his regularly scheduled shift shall be paid the greater of the actual time worked or the minimum of two hours at the overtime rate. Lieutenants shall be required to respond to all recall situations whenever possible.

ARTICLE 18 **WORKING OUT OF CLASSIFICATION**

Section 18.1 Whenever a Lieutenant is assigned to serve as Captain, that Lieutenant shall be compensated an additional 7.0% above his/her regular pay for those hours worked as Captain. While working overtime, Lieutenants are not eligible for the working out of classification compensation. If a Lieutenant is serving as Captain on an automatic overtime day, they will be paid overtime compensation for those hours. Working out of classification pay (7%) will be applied only to the remaining hours of the shift.

This assignment shall be voluntary unless no Fire Lieutenant accepts the assignment in which case it may be mandatory.

ARTICLE 19
WAGES AND COMPENSATION

Section 19.1 Wage rates shall be increased 5% percent for fiscal year 2025 and shall be effective March 15, 2025. Wage rates shall be increased 3.5% percent for fiscal year 2026 and shall be effective March 14, 2026. Wage rates shall be increased 3% for fiscal year 2027 and shall be effective March 13, 2027.

2025 Rates

3/15/2025 - 3/13/2026

<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
\$34.56	\$35.57	\$36.66	\$37.71	\$38.85	\$40.01
\$95,247.36	\$98,030.92	\$101,034.96	\$103,928.76	\$107,070.60	\$110,267.56

2026 Rates

3/14/2026 - 3/12/2027

<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
\$35.77	\$36.81	\$37.94	\$39.03	\$40.21	\$41.41
\$98,582.12	\$101,448.36	\$104,562.64	\$107,566.68	\$110,818.76	\$114,125.96

2027 Rates

3/13/2027 - 3/10/2028

<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
\$36.84	\$37.91	\$39.08	\$40.20	\$41.42	\$42.65
\$101,531.04	\$104,479.96	\$107,704.48	\$110,791.20	\$114,153.52	\$117,543.40

Section 19.2 The City Manager or his designee shall be responsible for administering the pay plan for all positions. He shall be responsible for working out arrangements, which will assure the administration of the plan for all Lieutenants on an equitable basis. Lieutenants may be denied a pay step increase at its proper time for just cause.

Section 19.3 To compensate for additional experience and the appurtenant improvement of skills, abilities, and knowledge, a percentage increase in pay by progression from step to step shall be effected upon satisfactory completion of the probationary period and annually thereafter until the Lieutenant reaches Step "F" of the pay grade for the classification to which the Lieutenant's position has been assigned.

Section 19.4 If a new Lieutenant has related work experience and more than the minimum qualifications for the classification to which his position is assigned, he may be hired above the

minimum rate of pay and may be paid at an appropriate step within the range for the grade to which his position is assigned.

ARTICLE 20

SPECIAL EVENTS

Section 20.1 For the major special event of July 4th festivities, a schedule shall be prepared and posted to enable Lieutenants to sign-up for overtime work at their discretion. Preference of assignments will be based on seniority in the Lieutenant's classification. The schedule will be posted 28 days before.

Section 20.2 If the event is not sufficiently staffed by the procedure in Section 20.1, the Employer will assign the overtime work starting with the least senior Lieutenant and progressing to the most senior Lieutenant to the extent possible.

Section 20.3 Lieutenants required to work overtime under this article will be given a minimum ten (10) calendar days' notice of the assignment. Unforeseen illnesses, injuries, and emergencies may require a schedule change and overtime assignment with less notice.

Section 20.4 This article shall not apply to emergencies, fire department operations, or incidental details relating to public safety activities.

Section 20.5 Any Lieutenant (who is not assigned to a regular 40-hour work week schedule) who agrees to or is required to work a Special Event on his/her off-duty day will be paid time and half all actual hours worked on that Special Event.

ARTICLE 21

TRADES

Section 21.1 Subject to the discretion of the Chief, each Lieutenant may be granted leave with pay for any hour or hours on which he/she is able to secure another Lieutenant who will work in his/her place without pay, provided:

- (a) A substitution may be granted with the prior approval of the Fire Chief or designee.
- (b) The Fire Chief or designee shall be notified electronically in the scheduling software supplied by the City (or such other format identified by the Fire Chief). Both parties involved in the trade shall electronically sign to be bound by the trade. Once submitted and approved, a trade shall not be renegotiated or changed, unless approved by the Fire Chief or the Chief's designee.
- (c) Trades shall not result in overtime.
- (d) All trades must be in increments of at least 1 hour; provided, however, that no trade shall result in a Lieutenant working for a continuous period of more than 48 hours. Trades shall

be limited to a maximum of two per day per Lieutenant, provided that the two trades total 24 hours. When working for someone else on a trade, the employee working the trade may not use compensatory or vacation time during those hours.

- (e) Requests for trades shall be submitted at least 6 hours in advance.
- (f) All trades shall be repaid within 180 calendar days of the trade.
- (g) Failure to comply with these provisions may result in discipline and denial of future requests for trades for a twelve month period.
- (h) In the sole discretion of the Fire Chief, or his designee, Lieutenants may be permitted to trade with Captains or employees of higher rank than the Lieutenant seeking a trade.

ARTICLE 22

OUTSIDE EMPLOYMENT

Section 22.1 Outside employment of Lieutenants shall be permitted at the discretion of the City. Such request shall not be unreasonably withheld.

ARTICLE 23

LONGEVITY

Section 23.1 All full-time Lieutenants appointed by the City Manager shall receive longevity pay computed at the rate of five dollars (\$5.00) per month for each complete calendar month of continuous service (e.g., \$180 after 36 complete calendar months from date hired, \$300 after 60 complete calendar months from date hired, \$350 after 70 complete calendar months from date hired) after 36 complete calendar months of continuous full-time service, payable in the first half of the month of December annually. Annual longevity pay is only paid to eligible employees who are on the City payroll through November 30.

Section 23.2 Lieutenants retiring within the period including June 30 through November 30 shall be eligible to receive a final longevity payment computed at the rate of \$5.00 per month for each complete calendar month of continuous service. Lieutenants retiring within the period including December 1 through June 29 shall not be eligible for a final longevity payment.

ARTICLE 24

INSURANCE

Section 24.1 For the first health insurance plan, the Employer will pay the same percentage of the applicable monthly cost for regular full-time bargaining unit employees that it pays for all non-union employees, including City Administration. The Employer will pay the same percentage of the applicable monthly cost for regular full-time bargaining unit employees that it pays for all non-union employees, including City Administration, to provide them with hospitalization dental, optical and life (equivalent to annual base salary rounded to the next highest thousand for natural death or single dismemberment and twice the employee's annual base salary rounded to the next

highest thousand for accidental death or double dismemberment) insurance. The employee's share of the premium will not exceed five (5) percent in the first year that employees make premium contributions, seven and a half (7.5) percent in the second year, and ten (10) percent in the third year. The Employer will offer an IRS 125 plan that allows employees to make premium contributions using pre-tax dollars, provided such a plan is allowed under applicable IRS regulations. The Employer reserves the right to select such insurance and to make any changes in coverage it deems appropriate.

Section 24.2 The City will pay two thousand dollars (\$2,000.00) annually, paid on a monthly basis, for employees who opt out of medical insurance coverage. An employee choosing to opt out of medical insurance coverage provided by the employer will be required to show evidence of other coverage.

Section 24.4 The Employer will provide a 30 calendar day notice in the event of a change in carrier(s) and/or coverage. No notice shall be necessary where such changes are caused by new laws, carrier-initiated action, or provider changes.

Section 24.5 The Employer shall maintain professional liability insurance coverage of Lieutenants, as determined by the City Manager or his designee, for the life of this Agreement.

Section 24.6 The sole determination of the insurance carrier rests with the Employer. The City Manager reserves the right to change the insurance carrier, insurance coverage or obtain self-insured status.

ARTICLE 25

TRAVEL AND TRAINING ALLOWANCES

Section 25.1 Any legitimate expense allowance authorized by ordinance or established City policy shall be in addition to regular compensation and shall not be deducted from compensation payable.

Section 25.2 Lieutenants required to use their own vehicle: (1) on official City business; or (2) for City-related travel, approved by the City Manager or his designee, as being in the best interests of the City, shall be reimbursed at the then current I.R.S. mileage reimbursement allowance rate plus parking expenses incurred for which receipts are presented to the Treasurer.

Section 25.3 Lieutenants who travel: (1) on official City business; or (2) for training or professional development purposes, approved by the City Manager or his designee as being in the best interests of the City, shall be reimbursed for reasonable travel expenses, including air, rail or bus fares, parking, lodging and meals. The City Manager or his designee may establish maximum reimbursable limits for travel expenses.

Section 25.4 Registration fees for conferences, seminars or other such events deemed to be in the best interests of the City, when approved by the City Manager or his designee, shall be paid for the Lieutenant either by direct payment, by advance or by reimbursement. If other financial aid is unavailable, and if approved by the City Manager or his designee in advance, a Lieutenant may be

reimbursed for tuition and book expenses incurred in taking and successfully completing (grade "C" or better in instances where grades "A" through "F" are attainable) college course work or other advanced training to upgrade said individual, the performance of his job duties and the image of the municipal service.

ARTICLE 26

CONTINUING EDUCATION

Section 26.1 The City shall compensate Lieutenants for attending continuing education programs for maintaining certification(s) up to a maximum of twenty-four (24) hours per calendar year. Lieutenants on-duty are not eligible for this benefit.

ARTICLE 27

HOLIDAYS

Section 27.1 Lieutenants assigned to work a regular 40-hour workweek are not entitled to Holiday pay. Lieutenants who are assigned to a regular 40-hour workweek schedule shall receive paid leaves of absences on the holidays referenced below in accordance with citywide pay practices.

All Lieutenants covered by this Agreement who are not assigned to a regular 40-hour work week schedule shall receive regular holiday pay (8 hours of pay) in the month of December in lieu of paid leaves of absences on holidays specifically named herein (including Good Friday as further explained below*); however, said Lieutenants required to work on any of the following listed holidays shall be paid a rate of one and one-half times their regular rate of pay for all hours actually worked, and this shall be in addition to regular holiday compensation (8 hours at regular rate of pay except Good Friday):

New Year's Day (January 1),
Washington/Lincoln Day (third Monday in February),
Good Friday (4 hours),
Memorial Day (last Monday in May),
Independence Day (July 4),
Labor Day (first Monday in September),
Veteran's Day (November 11),
Thanksgiving Day (fourth Thursday),
Thanksgiving Friday (fourth Friday in November),
Christmas Eve (December 24), and
Christmas Day (December 25).

Furthermore, if a Lieutenant is regularly scheduled to work on Independence Day, Thanksgiving Day, Christmas Eve, or Christmas Day, he/she may utilize a "trade" (as set forth in Article 21) or use vacation or compensatory time as dictated in policy, to secure time off.

Section 27.2 When any holiday falls on a Sunday, the Monday immediately following shall be observed. When any holiday falls on a Saturday, the Friday immediately preceding shall be so

observed. This provision shall apply only to Lieutenants whose regularly scheduled off days are Saturday and Sunday.

ARTICLE 28 **VACATION**

Section 28.1 Vacation leave accrues at the rate of 8 hours per full month of work for Lieutenants having completed less than 4 years of service; 10 hours per month for Lieutenants having completed 4 years of service; 12 hours per month for Lieutenants having completed 8 years of service; 14 hours per month for Lieutenants having completed 12 years of service; 16 hours per month for Lieutenants having completed 16 years of service; and 18 hours per month for Lieutenants having completed 20 years of service.

Section 28.2 Vacation shall be taken off with full pay during the year in which it is earned, unless the City Manager or his designee deems it to be in the best interest of the municipal service to allow a portion of a Lieutenant's earned vacation leave to be carried over into the following year. Vacation carry over shall be governed by City Policy.

Section 28.3 The scheduling of vacation shall be made by seniority (as a Lieutenant). The Fire Chief may implement or change policies governing the scheduling of vacation and notice requirements, including short notice vacations or use of vacation time emergencies.

Section 28.4 Vacation leave shall be taken in increments of not less than one (1) hours in non-"emergency" situations.

Section 28.5 Upon resignation in good standing, retirement, or upon the death of a Lieutenant, said Lieutenant shall be entitled to payment of accrued but unused vacation leave based upon the Lieutenant's current rate of pay.

Section 28.6 Vacation leave usage shall be charged against the Lieutenant's vacation leave balance using the prorata formula of .755 per hour.

Section 28.7 Lieutenants on vacation leave shall not be required to work overtime, nor be subject to recalls until such leave has been completed. This provision may be waived during an emergency period declared by the City Manager or his designee. Lieutenants may choose to be available for overtime and recalls.

Section 28.8 For Lieutenants hired by the City who were not previously full time Blue Ash Fire Fighters, up to six (6) years of full-time employment in a position of public safety in the service of another Ohio municipality, township, county, or the State of Ohio shall be counted for purposes of determining the number of hours of vacation for which an employee is eligible.

Section 28.9 The Fire Chief or his designee reserves the right to determine, through department policy, the number of employees allowed off per shift.

ARTICLE 29 **SICK LEAVE**

Section 29.1 Sick leave with full pay may be granted to the extent earned and accumulated by a Lieutenant, provided that it is not abused. Credit for sick leave is earned at the rate of 10 hours per calendar month of active pay status. Additionally, the parties incorporate by reference, the provisions of the Sick Leave Policy which monitors sick leave usage -- last updated and distributed by the City on February 7, 1996.

Section 29.2 At the time of initial employment, a Lieutenant may be credited with unused sick leave accumulated while in the employment of another Ohio municipality, township, county, school district or the State of Ohio, for which he had not been compensated.

Section 29.3 A Lieutenant may use accumulated sick leave for the following purposes:

- i. In case of a Lieutenant's personal illness, medical condition, disability, or injury.
- ii. Funeral Leave:
 - a. Up to forty (40) hours per occurrence for death of spouse or children, including step-children. [NOTE: 48 hours for Lieutenant not assigned to regular 40 hour workweek.]
 - b. Up to twenty-four (24) hours per occurrence for death of parents (including step-parents), siblings (including step-siblings), grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
 - c. Up to eight (8) hours per occurrence for death of grandparent of spouse, or Lieutenant's aunt, uncle, nephew, niece, or cousin. [NOTE: 24 hours for Lieutenant not assigned to regular 40 hour workweek.]
- iii. Hospitalization of Family Members:
 - a. Up to forty (40) hours per occurrence to attend in-patient hospitalization and, if necessary, care thereafter, of Lieutenant's spouse or children (including step-children), and up to eight (8) hours per occurrence for hospitalization of Lieutenant's parents (including step-parents). [NOTE: 48 hours and 12 hours for Lieutenant not assigned to regular 40 hour workweek.]
 - b. Up to sixteen (16) hours per occurrence to attend out-patient hospitalization and, if necessary, care thereafter of Lieutenant's spouse or children

(including step-children), and up to eight (8) hours per occurrence for Lieutenant's parents (including step-parents). Continuing treatment for a single illness or injury shall be defined as a single occurrence. [NOTE: 24 hours and 12 hours for Lieutenant not assigned to regular 40 hour workweek.]

iv. Personal Care

- a. Up to twenty-four (24) hours per calendar year to attend to members of the Lieutenant's immediate family whose illness or injury requires the care of the Lieutenant. Immediate family includes spouse, mother, father, sister, brother, daughter, son, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step mother, step father, step sister, step brother, step daughter, step son, or other person who stands in the place of a parent, or other relative residing in the same household as the Lieutenant.

- v. Medical, dental, or optical examination or treatment of the Lieutenant which cannot be scheduled during non-working hours.

The City Manager may require reasonable evidence to support a claim for sick leave and may, in case of absence for more than twenty-four (24) consecutive working hours, require a doctor's certificate to justify the absence. The monitoring of sick leave usage of all Lieutenants shall be accomplished under the provisions of the then-current Sick Leave Policy as drafted and issued by the City Manager (last updated and distributed February 7, 1996).

Section 29.4 Sick leave shall be used in minimum increments of one hour for any hour or fraction of an hour taken by a Lieutenant. Sick leave usage shall be charged against the Lieutenant's sick leave balance as follows:

- (a) one hour for each hour (or fraction thereof) for Lieutenants working a 40-hour work week;
- (b) 0.755 hour for each hour (or fraction thereof) for Lieutenants averaging a 53-hour work week; or
- (c) a prorated percentage for each hour (or fraction thereof) comparable to the percentage used in Section 29.5(b) for Lieutenants averaging a work week of other than 40 or 53 hours.

Section 29.5 Lieutenants with sick leave accumulation of more than 180 hours shall be eligible upon written request, and upon review of and written approval by the City Manager, or his designee, to knowingly and voluntarily transfer annually up to 80 hours of sick leave credit to another employee who has exhausted his/her sick leave, vacation leave, and compensatory time as a result of serious illness or injury.

Lieutenants who transfer sick leave credit to another employee must have a minimum accumulation of 180 sick leave hours in excess of the hours transferred as of the date of the written request to the City Manager, or his designee.

Lieutenants who have a history of abusing sick leave and/or excessive sick leave usage may not be entitled to receive transferred sick leave.

Lieutenants may not receive more than a total of 2080 hours transferred sick leave during their employment with the City.

Section 29.6 Lieutenants recognize that they are expected to maintain a level of physical fitness and appearance to effectively perform their duties as a firefighter. The Employer shall establish reasonable fitness standards based upon recognized health/fitness professional guidelines with which Lieutenants shall comply. Failure to maintain these standards may result in disciplinary action.

Section 29.7 Upon resignation in good standing from the Blue Ash municipal service or upon the death of a Lieutenant, the Lieutenant or his estate shall receive one hour of monetary compensation for each eight hours of unused sick leave; the monetary compensation shall be at the rate of compensation of the Lieutenant at the time of resignation or death. If the Lieutenant is given credit for his accumulated sick leave at his next place of employment, no sick leave pay-out shall be made.

Section 29.8 If upon retirement under the Police and Firemen's Disability and Pension Fund System from the Blue Ash municipal service, a Lieutenant has less than twelve (12) years of full-time service with the City of Blue Ash, the employee shall receive two (2) hours of monetary compensation for each eight (8) hour day of unused sick leave. The monetary compensation shall be at the hourly rate of compensation of the employee at the time of retirement, with a maximum payout of 120 (eight hour) days (i.e. 960 hours).

If upon retirement under the Police and Firemen's Disability and Pension Fund System from the Blue Ash municipal service, a Lieutenant has at least twelve (12) years of full-time service with the City of Blue Ash, the employee shall receive three (3) hours of monetary compensation for each eight (8) hour day of unused sick leave with a maximum payout of 120 (eight hour) days (i.e. 960 hours). The monetary compensation shall be at the hourly rate of compensation of the employee at the time of retirement.

ARTICLE 30

MISCELLANEOUS LEAVES

Section 30.1 Leave for jury duty and related public service where such are in the best interests of both the public and the Lieutenant may be approved by the City Manager or his designee with full pay, less any compensation that the Lieutenant receives for performance of such duty or service, provided the Lieutenant promptly returns to work when excused temporarily or permanently from the jury duty or public service.

Section 30.2 Each Lieutenant who is a registered voter and who is assigned to a twenty-four (24) hour tour of duty on Election Day and who makes an honest effort to vote but is prevented from

voting due to circumstances beyond his control shall, upon the Lieutenant's request, be granted up to one hour of excused leave with pay to exercise his right to vote.

Section 30.3 Reasonable leaves with pay may be authorized by the City Manager or his designee for official meetings, training and professional development found to be in the best interest of the City.

ARTICLE 31 **INJURY LEAVE AND INJURED ON DUTY LEAVE**

Section 31.1 Extended leave of absence for a period of time not exceeding one (1) year may be granted by the City Manager or his designee in cases where a Lieutenant suffers an injury, temporary disability, extended illness or disease which makes it impossible, unfeasible, unsafe or otherwise inadvisable for the Lieutenant to perform the duties of his job. Compensation during such extended leave shall be compensatory pay, holiday pay, vacation pay and sick pay. (In appropriate cases, the Lieutenant may receive workers' compensation from the State of Ohio.) When a Lieutenant's earned vacation, compensatory leave, and sick leave are exhausted, the City shall have no further obligation for compensation for the remaining duration of the leave. Earned vacation leave and sick leave shall be the amount of time earned or accumulated for said leaves prior to commencement of the extended leave of absence; additional credit for vacation leave and sick leave shall not be earned during an extended leave of absence. In order to receive compensation, the Lieutenant should provide a full report from the treating physician to the City Manager or his designee on a monthly basis. After one (1) year of extended leave of absence, a Lieutenant shall return to work or be removed from the payroll entirely. The Lieutenant may return to work at the end of the one (1) year's extended leave or prior thereto only upon presenting written verification from a physician of the City's choice that the Lieutenant can perform the duties of his job without endangering the Lieutenant or his fellow employees.

Section 31.2 Whereas, the City of Blue Ash wishes to provide supplemental benefits and does not wish to provide benefits in lieu of those provided by the Ohio Workers' Compensation Law;

Whereas, in recognition of the policy reflected in Sec. 4123.02 of the Ohio Revised Code and Ohio Attorney General's Opinion 79-014;

The following policies shall govern injured-on-duty pay for Lieutenants. The employee shall be a full-time Lieutenant who sustains an injury (which also shall include an "occupational disease" -- as determined by the Ohio Industrial Commission) received in the course of, and arising out of, the injured employee's employment and must meet the following criteria:

(A) Criteria for Injured-on-Duty Pay

- (1) A full-time Fire Department Lieutenant sustains an injury (or "occupational disease") while fighting or investigating a fire, administering emergency aid, in the act of performing other emergency duties, or details encompassed by daily assignments.

- (2) A full-time Fire Department Lieutenant sustains an injury (or “occupational disease”) while participating in approved, scheduled, and posted bona fide training classes related to fire scene and/or emergency scene operations.
- (3) If a Lieutenant sustains an injury (or “occupational disease”) in the line of duty in a manner other than described hereinabove (Subsection 1) for which the Lieutenant believes that he is legitimately entitled to injured-on-duty pay, then that Lieutenant may present the facts and supporting documentation to the Fire Chief. After the Fire Chief reviews the matter, the Lieutenant may then present it to the City Manager for further review. The City Manager shall then determine whether or not this policy should be extended to cover, on an exceptional basis, the particular injury (or “occupational disease”) suffered by the Lieutenant. The decision of the City Manager shall be final.

Lieutenants shall not be entitled to Injured-on-Duty Pay for service connected injuries which are the result of negligence, recklessness, intentional self-infliction, or horseplay.

(B) Duties of Immediate Supervisor

- (1) Arrange for prompt medical attention.
- (2) Immediately prepare injury report, while the facts are clear. Keep copy for department files.
- (3) Forward report to Fire Chief, and City Manager, or his designee.

(C) Injured-on-Duty Pay for Lieutenants

- (1) A full-time Lieutenant disabled in the performance of his duty while performing a duty as specified in Section A above shall, on recommendation of the Fire Chief and approval of the City Manager, be entitled to his base salary for the period of such disability not to exceed a total of 365 consecutive calendar days per approved Injured-on-Duty incident. The pay shall start immediately after the injured Lieutenant (or one with an “occupational disease”) has been unable to perform any duties in the fire service.
- (2) The "365 consecutive calendar days" period set forth above in Section (c)(1) refers to the maximum amount of time that a full-time Lieutenant may receive his base salary per approved injured-on-duty incident. It normally contemplates a situation where a Lieutenant is off work for 365 consecutive calendar days. If, however, that Lieutenant is granted injured-on-duty pay, returns to work before the end of the 365 consecutive calendar day period (which starts on the first calendar day of his approved injured-on-duty incident) and then must return to injured-on-duty status (again within that same 365 consecutive calendar day period) solely due to the same medically documented disabling condition that initially entitled him to injured-on-duty pay, then he shall continue to receive injured-on-duty pay, as set forth above,

for that subsequent related absence. Any absences, allegedly due to that same medically documented disabling condition that initially entitled him to injured-on-duty pay, that begin more than 365 consecutive calendar days after the first calendar day of his initial injured-on-duty incident shall not be covered by injured-on-duty pay.

- (3) The City shall consider the medical judgment of the Lieutenant's treating physician concerning the injured Lieutenant's (or one with an "occupational disease") ability to work either regular or special (as determined by the City) duties. The injured Lieutenant (or one with an "occupational disease") shall advise the treating physician to issue the City Manager or his designee a written report fully describing the nature and extent of the Lieutenant's injury (or "occupational disease"), the effect of the injury (or "occupational disease") on the Lieutenant's ability to perform full or limited duties, and the anticipated time period for recovery from the injury (or "occupational disease"). The Lieutenant shall authorize the treating physician to release information to the City Manager or his designee regarding the Lieutenant's injury (or "occupational disease") and the physician's examination and findings pursuant thereto, including answering pertinent questions of the City Manager or his designee.

Section 31.3 If the City and the treating physician disagree concerning an injured-on-duty pay case, the City may send at no expense to the Lieutenant, the Lieutenant to a physician of the City's choice for an examination, evaluation and recommendation. Said physician acts as the City Physician. The medical decision rendered by the Lieutenant's treating physician shall govern an injured-on-duty pay determination unless:

- a. The treating physician changes his diagnosis or prognosis after being contacted by the City or consulted by the City Physician;
- b. The City physician offers a different diagnosis and/or prognosis than the treating physician.

Section 31.4 If the injured Lieutenant (or one with an "occupational disease") disagrees with the decision rendered in accordance with Section 31.3, the Lieutenant may request a third physician's opinion. The third physician shall be selected by the treating physician and the City Physician. The opinion of the third physician shall be binding on both the City and the employee. The cost of the third physician shall be shared equally by the Lieutenant and the City.

Section 31.5 Injured-on-duty pay is coded separately on the payroll attendance record by using the code IDP in the column marked "other". No time is deducted from the Lieutenant's sick leave balance while he is receiving injured-on-duty pay. A Lieutenant shall continue to receive vacation, holiday and sick leave credit during the injured-on-duty pay period. The injured Lieutenant (or one with an "occupational disease") shall be required to file an application for medical benefits from the Workers' Compensation Fund of the State of Ohio. The injured Lieutenant (or one with an

“occupational disease”) shall be required to assign any funds received as lost wages from Workers' Compensation while receiving injured-on-duty pay to the Treasurer of the City of Blue Ash.

ARTICLE 32

LIGHT DUTY ASSIGNMENTS

Section 32.1 When the City temporarily assigns a Lieutenant to light duty due to health or work restrictions, the Lieutenant shall continue to receive the regular compensation and fringe benefits throughout the period of light duty that is paid for the particular schedule worked. Light duty assignments, if available, shall be made at the discretion of the Employer, and shall be based upon departmental operational needs as well as the condition and abilities of the Lieutenant at the time of the disability. The Union agrees that there is no requirement that the Employer create light duty assignments.

ARTICLE 33

LABOR/MANAGEMENT MEETINGS

Section 33.1 In the interest of sound labor/management relations, the Employer and/or the IAFF, by and through not more than two (2) Lieutenants, may request, in writing, a meeting to be held during the first month of each quarter on a mutually agreeable day and time, to discuss pending problems and to promote a more harmonious labor/management relationship. IAFF representative(s) attending such meetings shall be unpaid.

Section 33.2 The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be discussed during the meeting, and the names of those IAFF representatives who will be attending. The purpose of such meeting shall be to:

- a. Discuss the administration of this Agreement.
- b. Notify the IAFF of changes made by the Employer, which affect the Lieutenants.
- c. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- d. Disseminate general information of interest to the parties.
- e. Discuss ways to increase productivity and improve efficiency.
- f. Consider and discuss health and safety matters relating to employees.
- g. Provide an opportunity to the IAFF to share the views of the Lieutenants and/or make suggestions on subjects of interest to the Lieutenants.

Section 33.3 It is further agreed that if such a labor/management meeting has been requested and is mutually agreed upon, it shall be convened as soon as feasible. If there is a perceived immediate health or safety issue, the parties can agree to meet at a time other than the scheduled meeting.

ARTICLE 34 **UNIFORMS AND EQUIPMENT**

Section 34.1 The City shall furnish all required uniforms as determined by the Fire Chief for the Lieutenants. Fitness training apparel consisting of a sweat suit (or shorts and t-shirt) and gym shoes (reimbursable up to an amount of \$50) shall also be provided to Lieutenants upon the apparel wearing out. The type and quantity shall be determined by the City.

Section 34.2 The City shall determine the need for safety equipment consistent with work requirements and will furnish, and thereafter maintain at no cost to the Lieutenant, said equipment. All protective clothing and equipment supplied by the City shall meet safety standards as required by the Ohio Industrial Commission within the times required.

Section 34.3 Lieutenants who retire in good standing may keep their fire helmet and badge without cost.

ARTICLE 35 **GENERAL CONDITIONS**

Section 35.1 This written Agreement constitutes the entire agreement between the Employer and the IAFF and supersedes any and all prior agreements, whether written or oral, or expressed or implied, between or concerning the Lieutenants and the Employer. Except as set forth in Article 36, Severability/Savings Clause, any amendment, modifications, or additions to this Agreement must be reduced to writing and duly signed by the parties to be effective.

Section 35.2 Each party hereto unequivocally waives any right to bargain further, as well as any obligation of the other party to bargain further, concerning any subject which is referred to or covered in this Agreement or with respect to any subject or matter that was or could have been proposed and/or discussed in the negotiations resulting in the execution of this Agreement.

ARTICLE 36 **SEVERABILITY/SAVINGS CLAUSE**

Section 36.1 This Agreement supercedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supercede and replace. Where this Agreement is silent, the provisions of applicable local or state law shall prevail. Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific article, section or portion of the Agreement. The parties agree that should any provision of this Agreement be found invalid, they will schedule a meeting within thirty (30) calendar days at a mutually

agreeable time to negotiate alternative language. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 37
DURATION

Section 37.1 This Agreement shall be effective March 15, 2025, and shall remain in full force and effect through March 10, 2028. It is agreed that this Agreement shall renew itself automatically from year to year unless either of the parties hereto notifies the other party no earlier than 110 and no later than 60 days prior to the expiration date March 10, 2028, of its intention to terminate or modify this Agreement. Such notice shall be hand-delivered to either the City Manager or the designated member of the full-time Lieutenants' bargaining unit.

Section 37.2 All sections of this Agreement shall remain in force and effect until a new Agreement is reached.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 8th day of May, 2025.

FOR THE CITY OF BLUE ASH, OHIO

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

David Waltz, City Manager

Representative

Sherry Poppe, Treasurer

Alternate Representative

Lori Chaney, Human Resources

Alternate Representative

APPROVED AS TO FORM:

Bryan E. Pacheco, Solicitor

RESOLUTION NO. 2025-24

AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH MODERN
OFFICE METHODS INC. FOR COPIER REPLACEMENT,
IMPLEMENTATION SERVICES, TONER, AND MAINTENANCE
COSTS

WHEREAS, Section 9.12 of Article IX of the Charter of the City of Blue Ash, Ohio, provides the method under which the City Manager shall make certain purchases and enter into contracts on behalf of the City; and

WHEREAS, the need exists to upgrade the City's departmental copiers and printers; and

WHEREAS, the City's IT office has retained services from Modern Office Methods in past years. Modern Office Methods provides copiers, toner, and maintenance services, and having a single service provider is a benefit to the City; and

WHEREAS, City staff recommends a consolidated copier and support services solution from Modern Office Methods for an amount of \$101,000 for 11 copiers and implementation services, and \$24,000 for citywide copier, toner, and maintenance costs.

Be it resolved by the Council of the City of Blue Ash, Ohio,

SECTION I.

The City Manager is hereby authorized to enter into a professional services agreement with Modern Office Methods not to exceed \$125,000 for copiers, implementation services, and citywide copier, toner, and maintenance costs.

SECTION II.

The Treasurer is hereby authorized to expend the necessary funds therefore, which funds are hereby appropriated.

SECTION III.

This resolution shall be in full force and take effect immediately upon its adoption.

PASSED this 8th day of May, 2025.

Jill Cole, Mayor

Jamie K. Eifert, Clerk of Council

APPROVED AS TO FORM:

Bryan E. Pacheco, Solicitor

RESOLUTION NO. 2025-25

AUTHORIZING THE CITY MANAGER TO ACCEPT THREE PARCELS TOTALING 3.721 ACRES OF REAL PROPERTY ABUTTING 11500 REED HARTMAN HWY (PARCELS 3 AND 4 OF BOOK 13653, PAGE 1960, OF THE HAMILTON COUNTY RECORDER'S OFFICE RECORDS, HAMILTON COUNTY AUDITOR'S PARCELS 612-0200-0430, 612-0170-0614 AND -0615 RESPECTIVELY) FROM REED HARTMAN GROOMS DEVELOPMENT, LLC FOR ROADWAY IMPROVEMENTS

WHEREAS, Section 9.12 of Article IX of the Charter of the City of Blue Ash, Ohio, provides the method under which the City Manager shall make certain purchases and enter into contracts on behalf of the City, including those related to real property; and

WHEREAS, one of the roadway improvements for the development at 11500 Reed Hartman Hwy involves a 2-lane connector road through the development from Reed Hartman Hwy to Grooms Road necessitates that the City acquire the three parcels of land from Reed Hartman Grooms Development, LLC. (collectively, the Parcels); and

WHEREAS, the developer, Reed Hartman Grooms Development, LLC, in finalizing the roadway improvement plans with the Public Works Director and the City Engineer, has determined that the donation of the Parcels to be utilized as roadway is necessary, representing an intended transfer of ownership of the following: (1) Parcel 3 (Hamilton County Auditor's Parcel 612-0200-0430) consisting of 2.137 acres; (2) Parcel 4 (Hamilton County Auditor's Parcel 612-0170-0614) consisting of 1.137 acres; and (3) Parcel 4 (Hamilton County Auditor's Parcel 612-0170-0615) consisting of 0.438 acres, all to be conveyed to the City and dedicated as public right-of-way; and

WHEREAS, it is necessary for Council of the City of Blue Ash to authorize the transfer of said properties to the City and to provide for its permanent dedication as public right-of-way, with the City's acceptance for public maintenance to be determined by subsequent action by Council upon completion of the roadway improvements.

Be it resolved by the Council of the City of Blue Ash, Ohio,

SECTION I.

The City Manager is hereby authorized to accept a transfer of 2.137 (Parcel 3) acres, 1.137 (Parcel 4) acres, and 0.438 (Parcel 4) acres of real property from Reed Hartman Grooms Development, LLC, identified as Parcels 3 and 4 of Book 13653, Page 1960 of the Hamilton County Recorder's Office Records, Hamilton County Auditor's Parcels 612-0200-0430, 612-0170-0614, and 612-0170-0615, respectively, for incorporation into the roadway improvements along Carver Woods Drive.

SECTION II.

Parcels 3 and 4 of Book 13653, Page 1960 of the Hamilton County Recorder's Office Records (Hamilton County Auditor's Parcels 612-0200-0430, 612-0170-0614, and 612-0170-0615, respectively), subject to its transfer to the City of Blue Ash, shall be dedicated by the City of Blue Ash as public right-of-way, with the understanding that future acceptance of such property for public maintenance shall be allowed as expressed within Section 1105.12(b)(2)(D) of the Blue Ash Code of Ordinances.

SECTION III.

This resolution shall be in full force and take effect immediately upon its adoption.

PASSED this 8th day of May, 2025.

Jill Cole, Mayor

Jamie K. Eifert, Clerk of Council

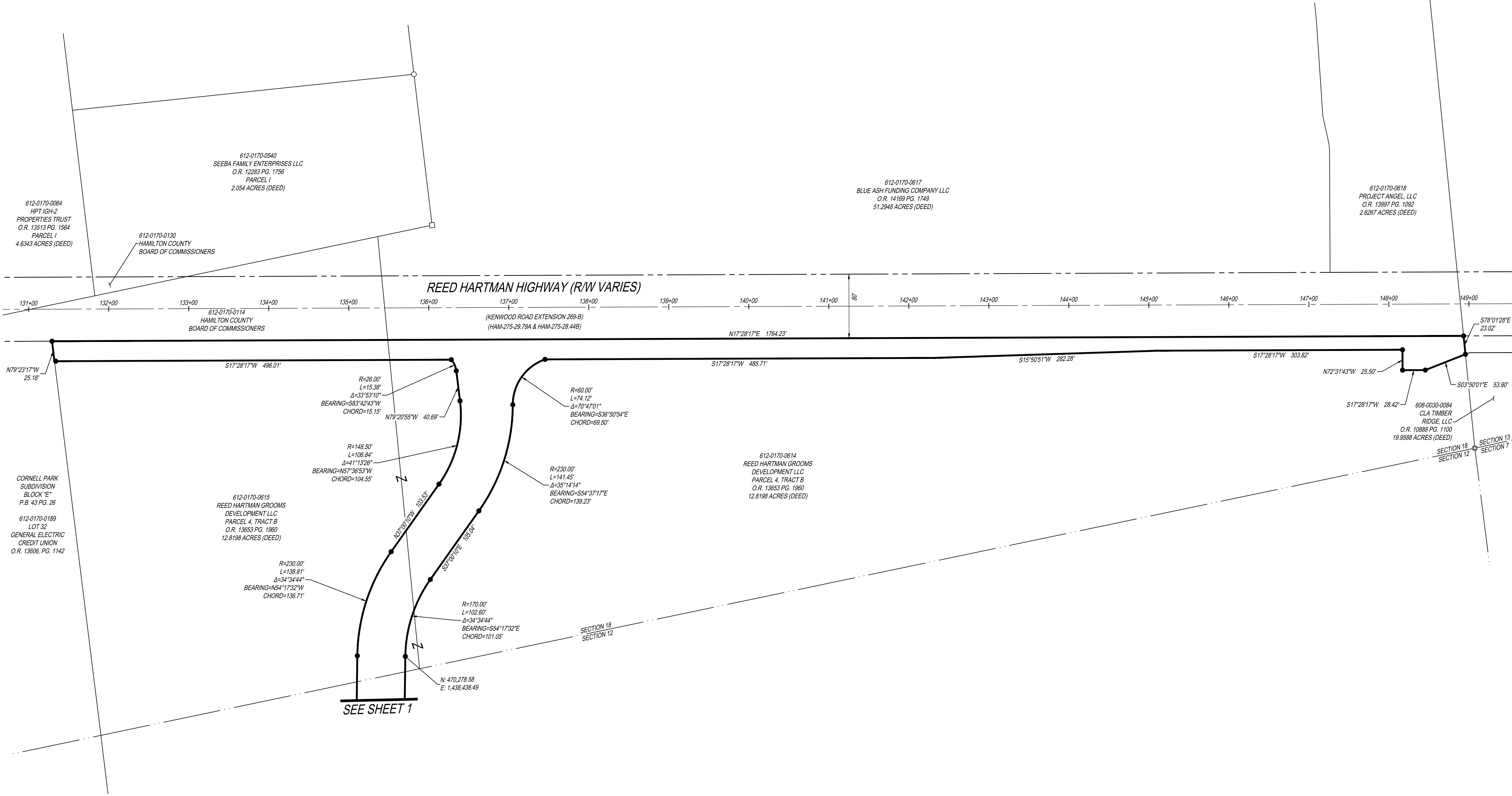
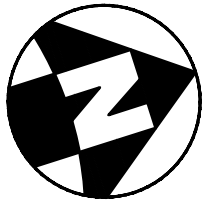
APPROVED AS TO FORM:


Bryan E. Pacheco, Solicitor

THIS IS A CERTIFIED TRUE AND
CORRECT COPY:

Jamie K. Eifert, Clerk of Council

RANDY C. WOLFE
OHIO PROFESSIONAL SURVEYOR NO. 803





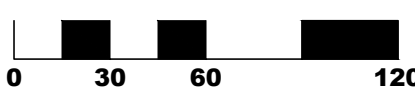
THE KLEINGERS GROUP

CIVIL ENGINEERING | www.kleingers.com
SURVEYING | 6219 Centre Park Dr.
LANDSCAPE ARCHITECTURE | West Chester, OH 45069
513.779.7851

SEAL:

NO.	DATE	DESCRIPTION
1	11/19/24	R/W DEDICATION - KLJ

DEDICATION PLAT
3.721 ACRES
SECTIONS 12 & 18, TOWN 4, E.R. 1,
BTM
SYCAMORE TOWNSHIP
CITY OF BLUE ASH
HAMILTON COUNTY, OHIO

PROJECT NO: **230882VRP000**
DATE: **11/19/2024**
SCALE: **1" = 60'**


SHEET NAME:
INNOVATION CENTER DRIVE

SHEET NO.
2 OF 2

11/20/2024 08:00:00_2111230882VRP000 - INNOVATION CENTER RW DEDICATION PLAT.dwg 230882 VRP000.dwg 11/19/2024

RESOLUTION NO. 2025-26

AUTHORIZING THE SALE OF CITY-OWNED SURPLUS
PROPERTY TO THE CITY OF READING FIRE DEPARTMENT

WHEREAS, Section 113.01(a) of the Blue Ash Code of Ordinances provides certain administrative guidelines and the method under which surplus personal property of the City no longer needed for municipal purposes shall be disposed; and

WHEREAS, the Fire Department has an existing 2015 F-450 Chassis with Braun Box medic vehicle which is deemed as surplus property and no longer needed for municipal purposes; and

WHEREAS, the Fire Department requests authority to sell the 2015 F-450 Chassis with Braun Box medic vehicle to the City of Reading Fire Department for \$30,000.

Be it resolved by the Council of the City of Blue Ash, Ohio,

SECTION I.

The City Manager is hereby authorized to sell the 2015 F-450 Chassis with Braun Box medic vehicle, which is no longer needed for municipal purposes, to the City of Reading Fire Department for \$30,000 in accordance with Section 113.01(a) of the Blue Ash Code of Ordinances.

SECTION II.

This resolution shall be in full force and take effect immediately upon its adoption.

PASSED this 8th day of May, 2025.

Jill Cole, Mayor

Jamie K. Eifert, Clerk of Council

APPROVED AS TO FORM:

Bryan E. Pacheco, Solicitor

RESOLUTION NO. 2025-27

A RESOLUTION TO APPROVE THE FINAL HAMILTON COUNTY
911 PLAN PURSUANT TO OHIO REVISED CODE CHAPTER 128

WHEREAS, the State of Ohio has enacted legislation under Ohio Revised Code Chapter 128 governing the establishment and operation of Enhanced 9-1-1 (E9-1-1) systems, and requires counties to develop and maintain a comprehensive countywide final plan for public safety answering point (PSAP) services; and

WHEREAS, Hamilton County has completed the development of its Final 911 Plan in accordance with the requirements of ORC §128.03 and ORC §128.06; and

WHEREAS, the Board of County Commissioners of Hamilton County, Ohio, formally approved the Final 911 Plan on April 10, 2025, following the procedures set forth in Chapter 128 of the Ohio Revised Code; and

WHEREAS, this legislative body, having reviewed the Final 911 Plan and finding that the plan supports the continued enhancement of 911 service delivery within the County, desires to approve the plan as required under ORC §128.03 and related provisions;

Be it resolved by the Council of the City of Blue Ash, Hamilton County, Ohio,

SECTION I.

The Council hereby approves the Final Hamilton County 911 Plan, as adopted by the Hamilton County Board of Commissioners on April 10, 2025, and authorizes its submission to the appropriate county and state authorities as evidence of the City's approval pursuant to ORC Chapter 128.

SECTION II.

The Clerk of Council is hereby directed to certify a copy of this Resolution to the Hamilton County 911 Planning Committee for inclusion in the record of jurisdictional approvals.

SECTION III.

This resolution shall take effect and be in full force from and after the earliest period allowed by law.

PASSED this 8th day of May, 2025.

Jill Cole, Mayor

Jamie K. Eifert, Clerk of Council

APPROVED AS TO FORM:

Bryan E. Pacheco, Solicitor

THIS IS A CERTIFIED TRUE AND
CORRECT COPY:

Jamie K. Eifert, Clerk of Council