

# RECORD OF ORDINANCES

Ordinance No. 2669-06

Passed Council 4-17-06, \_\_\_\_\_

**AN ORDINANCE OF THE VILLAGE OF LODI, MEDINA COUNTY, OHIO AMENDING THE LODI FIRE DEPARTMENT RULES AND REGULATIONS TO ESTABLISH REGULATIONS TO DEFINE AN ACTIVE MEMBER AND TO ESTABLISH A STANDARD COST OF TRAINING AND PHYSICALS AGREEMENT AND REPEALING ORDINANCE NO. 2536 AND DECLARING AN EMERGENCY.**

**WHEREAS**, The Village of Lodi has previously established Lodi Fire Department Rules and Regulations; and

**WHEREAS**, Council has previously established a cost of training and physicals agreement; and

**WHEREAS**, Council now desires to repeal the previously established ordinance and enact a new ordinance to determine when a contract should be executed by an employee

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LODI, MEDINA COUNTY, OHIO THAT:**

1. Ordinance No. 2536 is hereby repealed in total.
2. "Active Member" with the Lodi Fire Department shall be defined as a member who attends 70% of all Lodi Fire Department meetings and training sessions in the calendar year.
3. The Lodi Fire Department hereby establishes a cost of training and physicals Agreement made a part hereof and attached as Exhibit "A".
4. The Village shall make expenditures for physicals and training of Lodi Fire Department members upon the signing of the contract set forth in Exhibit A pursuant to the following terms:

**Physical and/or Training Expense**

**Contract Term**

a) \$0.00 - \$100.00	Six (6) months
b) \$101.00 - \$200.00	One (1) year
c) \$201.00 - \$300.00	Eighteen (18) months
d) \$301.00 - \$400.00	Two (2) years
e) \$401.00 - \$500.00	Thirty (30) months
f) \$501.00 - \$700.00	Three (3) years
g) \$701.00 or more	Five (5) years

5. A new employee shall be required to execute a contract for physical and training expenses when said training is for employees' initial training in the department and/or if said training is to improve the employee's level within the department. No contract shall be required for said training if it is merely for the employee to maintain their status of employment within the department.
6. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety and welfare of the Village of Lodi and its inhabitants; the specific reason for the emergency being the immediate need to revise the training and physicals agreement policy, and therefore this Ordinance shall take effect immediately upon its passage.

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BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

Form 6220

Ordinance No. \_\_\_\_\_

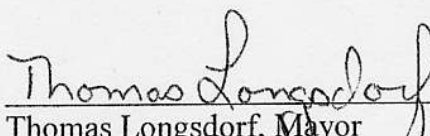
Passed \_\_\_\_\_, \_\_\_\_\_

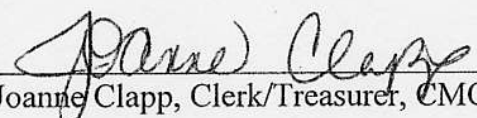
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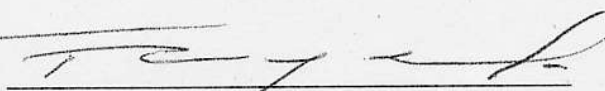
SECOND: \_\_\_\_\_

THRID: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Thomas Longsdorf, Mayor

  
\_\_\_\_\_  
Joanne Clapp, Clerk/Treasurer, CMC

  
\_\_\_\_\_  
Theodore J. Lesiak, Village Solicitor

**VILLAGE OF LODI FIRE AND RESCUE DEPARTMENT**  
**PHYSICAL AND/OR TRAINING EXPENSE AGREEMENT**

This Agreement is between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Volunteer") and the Village of Lodi, Ohio, an Ohio Municipal Corporation (hereinafter referred to as "Lodi").

Whereas, Volunteer is duly appointed or intends to receive an appointment as a volunteer Fire and/or Rescue Department member;

Whereas, Lodi is willing to assist Volunteer by providing funds for fees and costs related to necessary physicals and/or training. As a result, Lodi and Volunteer hereby agree as follows:

1. Lodi will pay the sum of \_\_\_\_\_ for necessary fees related to physicals and \_\_\_\_\_ for tuition for Volunteer to attend the \_\_\_\_\_ training course.

2. Volunteer agrees that Volunteer will comply with all rules and regulations with the Lodi Fire and Rescue Departments, the Lodi Employee Handbook and will be an Active Member of the Department(s) pursuant to the terms of this Agreement.

3. Upon execution of this Agreement, Volunteer agrees that Volunteer will execute a demand note to the Village of Lodi for the sum of \_\_\_\_\_.

4. Volunteer agrees that should Volunteer fail to pass the examination following the \_\_\_\_\_ training course, and/or fail to maintain active member status with the Department(s), Volunteer shall reimburse the sum of \_\_\_\_\_ immediately to Lodi.

5. Should Volunteer pass the examination following the \_\_\_\_\_ training course and maintain active member status during the term of this Agreement, Volunteer will not have any obligation to Lodi for reimbursement of any funds expended for physicals and/or tuition costs and fees except as set forth below.

6. The term of this Agreement shall be for a period of \_\_\_\_\_ years from the date of this Agreement. Should Volunteer fail to maintain Active Member status with the Department(s) and/or resign from the Department during the term of this Agreement, Volunteer will immediately repay the sum of \_\_\_\_\_ to Lodi or a prorated amount for the length of time whereby Volunteer has not maintained Active Member status with the Department(s). Upon expiration of the term, the demand note will be returned to Volunteer.

7. Nothing in this Agreement shall create a contract of employment with Volunteer. Any promise of continued employment and/or any employment agreement made by any officer, supervisor, manager, department head and/or other employee, that is other than "at will" employment will not be binding upon Lodi. All employment with the Lodi is "at will". Employment can be terminated, with or without cause, with or without notice, at any time at the option of either Lodi or Volunteer.

8. The effective date of this Agreement is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FIRE AND RESCUE  
DEPARTMENT MEMBER

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VILLAGE OF LODI

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Thomas Longsdorf, Mayor

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Joanne Clapp, Clerk Treasurer, CMC