

MINUTES

Wilmington City Council

July 18th, 2024

Wilmington City Council met in regular session on Thursday, July 18th, 2024, at 7:00 p.m. at 69 N. South St. Wilmington, Ohio, with President Pro Tempore Bob Osborn presiding.

CALL TO ORDER

President Pro Tempore of Council called the meeting to order at 7:00 p.m.

ROLL CALL

Roll Call: J Schlabach, present; M Snarr, absent; D Wells, present; B Osborn, present; J Knowles, present; D Nanstad, absent; K Tolliver, present.

D Nanstad made a motion to excuse the absent member (President Purkey), J Knowles seconded the motion.

Voice Vote: Motion passed unanimously.

Chief Wilson was present as Sergeant at Arms.

J Dickman was present as Law Director.

Council participated in the Pledge of Allegiance.

Council participated in a moment of silence.

PRESIDENT OF COUNCIL

President Pro Tem Osborn presented the agenda for July 18th, 2024.

D Wells moved to approve the agenda as amended, K Tolliver seconded the motion.

Discussion: D Wells had asked that Ordinance O-24-34 be amended on the legislation and the agenda to include the language “and declaring an emergency”.

Voice vote: Motion passed unanimously.

Agenda accepted as amended.

President Pro Tem Osborn presented the minutes from the June 20th, regular meeting.

D Wells moved to approve the minutes of the June 20th, regular council meeting, as presented, K Tolliver seconded the motion.

Discussion: None.

Voice vote: Motion passed unanimously.

June 20th, 2024 regular City Council minutes approved as presented.

MAYOR

Mayor Haley introduced new Park Board President Jeff Early. Mr. Early gave a brief statement and also introduced new members Carlos Roberts (Vice President), Ned Thompson (Secretary), and new Park Director, Kenny Upthegrove. Mr. Upthegrove stated he was excited to be in Wilmington and was looking forward to his new role.

Mayor Haley updated Council on some Administration business, remarking that the Municipal Building is the “busiest place I’ve ever worked”. He also stated he wants to continue to strengthen communication between Council and the Administration. Mayor Haley introduced Samantha Ison, the Deputy Service Director, to speak regarding the investigation into the Traffic Control Map and File Ordinance and gave a brief overview its history. Mrs. Ison stated our city ordinance states that the Chief of Police is in charge of keeping the map and file up to date, however that has not been the case. Mayor Haley asked Council members to think on this issue and decide if this ordinance needs to be repealed or amended in the future.

AUDITOR

Auditor Vance had no report.

LAW DIRECTOR

Law Director Dickman had no report.

SERVICE DIRECTOR

Service Director Crowe was absent. Deputy Service Director Ison had no report.

SAFETY DIRECTOR

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Safety Director Eveland had a report and one piece of legislation to bring forward. He stated both the Fire and Police Departments are facing a manpower shortage and they will be working on new ideas for recruitment. N Eveland announced that Pat Black had recently retired from the Police force after 27 years of service, and it is customary to give the officer their badge and service weapon and introduced Resolution R-24-31, Regarding a retiring officer's service weapon and badge, providing for a release of claims, and honoring said office with the presentation of the same, and declaring an emergency. He also asked that the Law Director read the resolution in its entirety.

D Wells moved to have the first reading on Resolution R-24-31 in its entirety. J Knowles seconded the motion.

Discussion: None.

Voice vote: Motion passed unanimously.

The Law Director read Resolution R-24-31:

REGARDING A RETIRING OFFICER'S SERVICE WEAPON AND BADGE, PROVIDING FOR A RELEASE OF CLAIMS, AND HONORING SAID OFFICER WITH THE PRESENTATION OF THE SAME, AND DECLARING AN EMERGENCY

WHEREAS, Patrick Black retired on July 13, 2024, after 27 years of service to the City of Wilmington as a patrol officer; and

WHEREAS, the City of Wilmington Mayor and Council desire to honor him for his service by carrying on the tradition of awarding a retiring officer with his or her service weapon and badge; and

WHEREAS, Patrick Black has provided exemplary service to the City of Wilmington and its citizens during his long and distinguished career.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILMINGTON, STATE OF OHIO:

Section 1. That the ownership of a certain Smith & Wesson M&P 40 caliber handgun, Serial # HKT4081, be transferred from the City of Wilmington to Patrick Black, upon the occasion of his retirement and upon the receipt of a release of claims relating to the transfer, possession, or use of this former service weapon.

Section 2. That Patrick Black shall further be honored for his service with the presentation of his police officer's badge and it is with great appreciation for his service to the citizens of the City of Wilmington that we so resolve to present his badge to him.

Section 3. That this Resolution shall be effective immediately as an emergency measure necessary to preserve the health, safety and welfare of the citizens of Wilmington in Patrick Black's final day of service is July 13, 2024.

D Wells moved to suspend the rules and regulations and have the second and third readings on Resolution R-24-31 by title only. J Knowles seconded the motion.

Roll call vote: J Schlabach, aye; M Snarr, aye; Wells, aye; Knowles, aye; Nanstad, aye; Tolliver, aye; Motion passed.

The Law Director read Resolution R-24-31 by title only.

D Wells moved for passage of Resolution R-24-31. J Knowles seconded the motion.

Roll call vote: M Snarr, aye; Wells, aye; Knowles, aye; Nanstad, aye; Tolliver, aye; J Schlabach, aye. Motion passed.

Resolution R-24-31 passed as presented.

COUNCIL COMMITTEE REPORTS AND ACTION

CITY SERVICES COMMITTEE

D Wells had one item to present, three readings on Ordinance O-24-34 An Ordinance amending the Traffic Control Map and Traffic Control File and declaring an emergency. Deputy Service Director Ison explained that this ordinance will allow the South Street Project to go forward and they need to amend the parking on South Street to add 4 spaces, and retroactively amend the parking on East Main Street to remove 21 reverse angle parking spaces and replace them with 11 parallel parking spaces. Council members had additional

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questions regarding the timeline of the project, funding approval, and further approvals needed by council.

D Wells moved to have the first reading on Ordinance O-24-34 by title only. K Tolliver seconded the motion.

Discussion: None

Voice vote: Motion passed unanimously.

The Law Director read Ordinance O-24-34 by title only.

D Wells moved to suspend the rules and regulations and have the second and third readings on Resolution Ordinance O-24-34 by title only. K Tolliver seconded the motion.

Roll call vote: Wells, aye; Knowles, aye; Nanstad, aye; Tolliver, aye; J Schlabach, aye; M Snarr, aye. Motion passed.

The Law Director read Ordinance O-24-34 by title only.

D Wells moved for passage of Ordinance O-24-34. K Tolliver seconded the motion.

Roll call vote: Knowles, aye; Nanstad, aye; Tolliver, aye; J Schlabach, no; M Snarr, aye; Wells, aye.

President Pro Tem Osborn declared Ordinance O-24-34 did not pass with a 5 to 1 vote.

FINANCE COMMITTEE

President Pro Tem Osborn stated there were two items to present and asked a member of Council to bring them forward. D Wells introduced Resolution O-24-31 Making supplemental appropriations.

D Wells moved to have the first reading on Ordinance O-24-31 by title only. D Wells seconded the motion.

Discussion: *Auditor Vance explained that though some of these supplementals may look like duplicates, it is just the same funds being moved into their lines.*

Voice vote: Motion passed unanimously.

The Law Director read Ordinance O-24-31 by title only.

D Wells moved to suspend the rules and regulations and have the second and third readings on Ordinance O-24-31 by title only. D Wells seconded the motion. seconded the motion.

Roll call vote: Nanstad, aye; Tolliver, aye; J Schlabach, aye; M Snarr, aye; Wells, aye; Knowles, aye. Motion passed.

The Law Director read Ordinance O-24-31 by title only.

D Wells moved for passage of Ordinance O-24-31. D Wells seconded the motion.

Roll call vote: Schlabach, aye; Snarr, aye; Wells, aye; Knowles, aye; Nanstad, aye; Tolliver, aye. Motion passed.

Ordinance O-24-31 passed as presented.

D Wells introduced Resolution R-24-30 Accepting a gift from Joseph Hardin for the City of Wilmington Code Enforcement Department; and declaring an emergency.

D Wells moved to suspend the rules and regulations and have the second and third readings on Resolution R-24-30 by title only. K Tolliver seconded the motion.

Discussion: None

Roll call vote: Snarr, aye; Wells, aye; Knowles, aye; Nanstad, aye; Tolliver, aye; Schlabach, aye. Motion passed.

The Law Director read Resolution R-24-30 by title only.

D Wells moved for passage of Resolution R-24-30. K Tolliver seconded the motion.

Discussion: None

Roll call vote: Wells, aye; Knowles, aye; Nanstad, aye; Tolliver, aye; Schlabach, aye; Snarr, aye. Motion passed.

Resolution R-24-30 passed as presented.

JUDICIARY COMMITTEE

J Schlabach had three items to present and introduced Resolution R-24-32 Accepting the petition for the annexation of certain territory into the City pursuant to O.R.C. §§709.022 & 709.04, which is for 58.597 acres owned by L.T. Land Development' LLC.

J Schlabach moved to have the first reading on Resolution R-24-32 by title only. J Knowles seconded the motion.

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Discussion: None

Voice vote: Motion passed unanimously.

The Law Director read Resolution R-24-32 by title only.

J Schlabach moved to suspend the rules and regulations and have the second and third readings on Resolution R-24-32 by title only. J Knowles seconded the motion.

Discussion: None

Roll call vote: Knowles, aye; Nanstad, aye; Tolliver, aye; Schlabach, aye; Snarr, aye; Wells, aye. Motion passed.

The Law Director read Resolution R-24-32 by title only.

J Schlabach moved for passage of Resolution R-24-32. J Knowles seconded the motion.

Discussion: None

Roll call vote: Nanstad, aye; Tolliver, aye; Schlabach, aye; Snarr, aye; Wells, aye; Knowles, aye. Motion passed.

Resolution R-24-32 passed as presented.

J Schlabach introduced Ordinance O-24-33 An Ordinance Repealing Ordinance O-24-24 establishing unclassified position and salary ranges for certain city employees and declaring an emergency. This was discussed in the Public Workshop, and adds Call Taker, Dispatcher, and Driver positions for the Transit Department.

J Schlabach moved to have the first reading on Ordinance O-24-33 by title only. K Tolliver seconded the motion.

Discussion: None

Voice vote: Motion passed unanimously.

The Law Director read Ordinance O-24-33 by title only.

B J Schlabach moved to suspend the rules and regulations and have the second and third readings on Ordinance O-24-33 by title only. K Tolliver seconded the motion. seconded the motion.

Roll call vote: Tolliver, aye; Schlabach, aye; Snarr, aye; Wells, aye; Knowles, aye; Nanstad, aye. Motion passed.

The Law Director read Ordinance O-24-33 by title only.

J Schlabach moved for passage of Ordinance O-24-33. K Tolliver seconded the motion.

Roll call vote: Schlabach, aye; Snarr, aye; Wells, aye; Knowles, aye; Nanstad, aye; Tolliver, aye. Motion passed.

Ordinance O-24-33 passed as presented.

PUBLIC WORKS COMMITTEE

M Snarr had one item to present, Resolution R-24-33 Authorizing advertising and contract for hauling of lime sludge from the Water Treatment Plant, and declaring an emergency.

M Snarr moved to have the first reading on Resolution R-24-33 by title only. J Knowles seconded the motion.

Discussion: None

Voice vote: Motion passed unanimously.

The Law Director read Resolution R-24-33 by title only.

M Snarr moved to suspend the rules and regulations and have the second and third readings on Resolution R-24-33 by title only. J Knowles seconded the motion.

Discussion: None

Roll call vote: Snarr, aye; Wells, aye; Knowles, aye; Nanstad, aye; Tolliver, aye; Schlabach, aye. Motion passed.

The Law Director read Resolution R-24-33 by title only.

M Snarr moved for passage of Resolution R-24-33. D Wells seconded the motion.

Discussion: None

Roll call vote: Wells, aye; Knowles, aye; Nanstad, aye; Tolliver, aye; Schlabach, aye; Snarr, aye. Motion passed.

Resolution R-24-33 passed as presented.

REPORTS TO COUNCIL

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D Wells moved to accept the Income Tax Report for June 2024, Treasurer Interest Report-First 6 months and the Auditor Report for June 2024. J Knowles seconded the motion.

Discussion: *None*

Voice vote: Motion passed unanimously.

Reports accepted as presented.

OPEN TO PUBLIC

Eric Westerburg of 2519 Prairie Road, spoke regarding the assignation attempt on former President Trump and various other topics.

Tony Thomas spoke regarding issues with the County Zoning Department, County Prosecutors Office, and Children’s Services.

Greg Pitzer spoke regarding the death of his daughter Casey Pitzer and asked questions of the Law Director and Mayor.

President Pro Tem Osborn reminded speakers that this portion of the agenda was for addressing Council, and it is not a question-and-answer session.

Darrell Petrey spoke regarding the death of Casey Pitzer and was upset with the way the City is handling further investigations.

EXECUTIVE SESSION

J Knowles made a motion to enter Executive Session at 8:11 p.m. concerning Section 121.22(G)(6) – Specialized details of security arrangements where disclosure of the information to be discussed in executive session might reveal information that could be used to commit, or avoid prosecution for, a violation of the law by division. J Schlabach seconded the motion.

Roll call vote: Knowles, aye; Nanstad, aye; Tolliver, aye; Schlabach, aye; Snarr, aye; Wells, aye. Motion passed.

D Nanstad made a motion to exit Executive Session at 8:40 p.m., J Knowles seconded the motion.

Roll call vote: Nanstad, aye; Tolliver, aye; Schlabach, aye; Snarr, aye; Wells, aye; Knowles, aye. Motion passed.

ADJOURNMENT

J Knowles moved to adjourn the meeting. Second by K Tolliver.

President Purkey declared the meeting adjourned at 8:40 p.m.

ATTEST:

President of Council

Clerk

RESOLUTION NO. R-24-39

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT BETWEEN SUGAR GROVE CEMETERY AND OMNI FIBER

WHEREAS, the City of Wilmington and Sugar Grove Cemetery continues to seek to improve fiberoptic and internet service to community; and

WHEREAS, the Parties will negotiate a fixed rate and the agreement will be a term of 12 months for period October 1, 2024 to September 31, 2025 for internet services; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, OHIO, COUNTY OF CLINTON, STATE OF OHIO THAT:

Section 1. The Service Director of the City of Wilmington is hereby authorized to enter into an agreement. The term of the Agreement shall be for 36 months.

Section 2. That it is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this resolution is hereby declared to be an emergency measure necessary to the immediate preservation of the public health, safety and welfare, and accordingly, shall be in full force and effect immediately upon its passage.

Passed this ___ day of August 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this ___ day of August 2024.

Mayor

ORDINANCE NO. O-24-34

AN ORDINANCE AMENDING THE TRAFFIC CONTROL MAP AND THE TRAFFIC CONTROL FILE

WHEREAS, for the health, safety and welfare of the citizens of the City of Wilmington, the Council finds that the Traffic Control Map and the Traffic Control File should be amended.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILMINGTON, STATE OF OHIO:

Section 1. That the traffic Control Map and the Traffic Control File for the City of Wilmington be, and the same hereby are, amended to provide as follows:

- (A) That the traffic control map be amended to add four (4) additional parking spaces on the east side of South Street between Main Street and Locust Street; represented and identified in the map attached hereto and made a part hereof as “Exhibit A.”
- (B) That the traffic control map be amended to remove twenty-one (21) reverse angled parking spaces on the south side of East Main Street between South South Street and Walnut Street and replace them with eleven (11) parallel parking spaces; represented and identified in the map attached hereto and made a part hereof as “Exhibit B.”

Section 2. That the Traffic Control Map and the Traffic Control File for the City of Wilmington be, and the same hereby are, ratified and republished except as herein expressly amended.

Section 3. That this ordinance shall be in full force and effect from and after the earliest period allowed by law.

Passed this _____ day of _____, 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this _____ day of _____, 2024.

Mayor

RESOLUTION NO. R-24-37

A RESOLUTION AUTHORIZING THE DIRECTOR OF THE WILMINGTON TRANSIT DEPARTMENT TO ENTER INTO A PURCHASE OF SERVICE CONTRACT WITH CLINTON COUNTY JOB AND FAMILY SERVICES

WHEREAS, the Clinton County Job and Family services administers the Non-Emergency Transportation (NET) Services Program for Medicaid eligible recipients; and

WHEREAS, the Wilmington Transit Department desires to enter into a Purchase of Service Contract with Clinton County Job and Family Services to operate as a contractor for the Non-Emergency Transportation (NET) Services; and

WHEREAS, the Purchase of Service Contract between the parties is for the term of July 1, 2024 through June 30, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, OHIO, COUNTY OF CLINTON, STATE OF OHIO THAT:

Section 1. The Wilmington Transit Director is hereby authorized to enter into a Purchase of Service Contract. The term of the contract shall be for the term of July 1, 2024 through June 30, 2025.

Section 2. The Purchase of Service Contract is attached to this Resolution as “Exhibit A”.

Section 3. That it is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Passed this ___ day of August 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this ___ day of August 2024.

Mayor

ORDINANCE NO. O-24-35

MAKING SUPPLEMENTAL APPROPRIATIONS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILMINGTON,
STATE OF OHIO:

Section 1. That in addition to the sums heretofore appropriated, certain sums be and the same hereby are, appropriated as follows:

- a. From the General Fund to 110.120.5312 "Taxi Fund Transfer" the sum of \$301,000.00
- b. From the Taxi Fund to 211.390.5521 "Taxi Capital Vehicle" the sum of \$281,000.00
- c. From the Taxi Reserve Fund to 212.390.5416 "Reserve Fund Expenses" the sum of \$69,000.00
- d. From the Taxi Fund to 211.390.5271 "Facility Maintenance" the sum of \$20,000.00

Section 2. That this ordinance is hereby declared to be an emergency measure necessary to the immediate preservation of the public health, safety and welfare, and accordingly, shall be in full force and effect immediately upon approval of the amended certificate by the Clinton County Budget Commission.

Passed this ___ day of August, 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this ___ day of August, 2024.

Mayor

ORDINANCE NO. O-24-36

MAKING SUPPLEMENTAL APPROPRIATIONS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILMINGTON,
STATE OF OHIO:

Section 1. That in addition to the sums heretofore appropriated, certain sums be and the same hereby are, appropriated as follows:

- a. From the Stormwater Fund to 640.365.5416 “Storm Sewer Rehab” the sum of \$50,000.00
- b. From the Waste Fund to 670.370.5271 “Facility Maintenance” the sum of \$200,000.00
- c. From the General Fund to 110.134.5410 “Human Resources Incidentals” the sum of \$2,000.00
- d. From the General Fund to 110.122.5410 “Building Inspector Incidentals” the sum of \$2,000.00
- e. From the General Fund to 110.123.5410 “Service Director Incidentals” the sum of \$400.00
- f. From the General Fund to 110.121.5410 “Mayor’s Incidentals” the sum of \$2,000.00
- g. From the General Fund to 110.20.5219 “Construction Inspection/Admin” the sum of \$130,000.00

Section 2. That this ordinance is hereby declared to be an emergency measure necessary to the immediate preservation of the public health, safety and welfare, and accordingly, shall be in full force and effect immediately upon approval of the amended certificate by the Clinton County Budget Commission.

Passed this ____ day of August, 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this ____ day of August, 2024.

Mayor

RESOLUTION NO. R-24-34

ACCEPTING AN OHIO AMBULANCE IMPACTED INDUSTRY PROGRAM GRANT IN SUPPORT OF THE WILMINGTON FIRE DEPARTMENT; AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY OR DESIGNEE TO EXECUTE DOCUMENTS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Wilmington Fire Department has made application for an Ohio Ambulance Impacted Industry Program Grant; and

WHEREAS, the City of Wilmington has been awarded grant funds in the amount of \$12,528.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, STATE OF OHIO:

Section 1. That the City of Wilmington accepts an Ohio Ambulance Impacted Industry Program Grant.

Section 1. That the Director of Public Safety or designee be, and hereby is, authorized on behalf of the City to execute documents and take other actions as necessary to accept and administer these funds.

Section 2. That it is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution is passed as an emergency measure necessary for the protection and preservation of the peace, health, safety, and general welfare of the inhabitants of the City, and therefore, this Resolution shall become effective immediately upon its passage.

Passed this ____ day of August, 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this ____ day of August, 2024.

Mayor

RESOLUTION NO. R-24-35

ACCEPTING A CLINTON COUNTY FOUNDATION LEGACY FUND GRANT FOR THE WILMINGTON FIRE DEPARTMENT; AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY OR DESIGNEE TO EXECUTE DOCUMENTS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Wilmington Fire Department has made application for a Clinton County Foundation Grant from the Legacy Fund; and

WHEREAS, the City of Wilmington has been awarded grant funds in the amount of \$31,500.00 for their WFD Utility Terrain Vehicle Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, STATE OF OHIO:

Section 1. That the City of Wilmington accepts a Clinton County Foundation Legacy Fund Grant.

Section 1. That the Director of Public Safety or designee be, and hereby is, authorized on behalf of the City to execute documents and take other actions as necessary to accept and administer these funds.

Section 2. That it is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution is passed as an emergency measure necessary for the protection and preservation of the peace, health, safety, and general welfare of the inhabitants of the City, and therefore, this Resolution shall become effective immediately upon its passage.

Passed this ____ day of August, 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this ____ day of August, 2024.

Mayor

RESOLUTION NO. R-24-36

A RESOLUTION AUTHORIZING THE CITY OF WILMINGTON TO PARTICIPATE IN THE PROPOSED OPIOID LITIGATION SETTLEMENT PLAN OF CLAIMS AGAINST DISTRIBUTORS IN THE SUITS AGAINST KROGER

WHEREAS, the City of Wilmington is among several municipalities in Ohio that may be eligible to participate in the settlement of claims brought against manufacturers/distributors of prescription opioids, whose products are alleged to have contributed to the national opioid crisis, mass addiction, and overdose deaths, which in turn has had a financial impact on many communities, including in terms of the costs of first-responder services: and

WHEREAS, a settlement proposal is being presented to Ohio municipalities on behalf of distributors Kroger (“the Distributors”) for resolution of governmental entity claims in the State of Ohio; and

WHEREAS, the total settlement is tiered and may ultimately vary based on the number of municipalities that participate in the settlement proposal; and

WHEREAS, the Law Director, Auditor and Mayor all recommend that Council approve the City of Wilmington’s inclusion as participant in the settlement process.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Wilmington, Ohio

SECTION 1. Council for the City of Wilmington hereby approves participation in the settlement with the aforementioned Distributors.

SECTION 2. The Safety and Service Director, City Auditor and City Law Director are hereby authorized to take all steps necessary to resolve these matters in accordance with the terms of the Participation Agreement to be distributed to all participating municipalities

SECTION 3. That this resolution is hereby declared to be an emergency measure necessary to the immediate preservation of the public health, safety and welfare, and accordingly, shall be in full force and effect immediately upon its passage.

Passed this _____ day of _____, 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this _____ day of _____, 2024.

Mayor

RESOLUTION NO. R-24-37

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF WILMINGTON AND IGS ENERGY FOR AN (OPT-OUT) NATURAL GAS AGGREGATION PROGRAM.

WHEREAS, the City of Wilmington continues to be interested in reducing its overall energy costs by opt-out aggregation and aggregating its government owned natural gas accounts; and

WHEREAS, pursuant to the Agreement, IGS Energy has been designated the natural gas supplier for the City of Wilmington's Governmental Aggregation Program; and

WHEREAS, the Parties will negotiate a fixed rate and the agreement will be a term of 12 months for period October 1, 2024 to September 31, 2025; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, OHIO, COUNTY OF CLINTON, STATE OF OHIO THAT:

Section 1. The Mayor of the City of Wilmington is hereby authorized to enter into an agreement. The term of the Agreement shall be for 12 months, beginning October 1, 2024 through September 30, 2025. The rate will be fixed. Customers that join the aggregation program and then leave during the term of this service period will not be charged a termination fee.

Section 2. That it is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Passed this ___ day of August 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this ___ day of August 2024.

Mayor

ORDINANCE NO. O-24-37

IMPLEMENTING SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND DESCRIBING THE BOUNDARIES OF A COMMUNITY REINVESTMENT AREA (CRA) IN THE CITY OF WILMINGTON, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, AND CREATING A COMMUNITY REINVESTMENT HOUSING COUNCIL AND A TAX INCENTIVE REVIEW COUNCIL

WHEREAS, the Council of the City of Wilmington (hereinafter “Council”) desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City of Wilmington that have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing, a copy of which is on file in the office of the Mayor as required by Ohio Revised Code (ORC) Section 3735.66 has been prepared for the area to be included in the proposed Community Reinvestment Area (CRA); and

WHEREAS, the maintenance of existing and construction of new structures in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF WILMINGTON, CLINTON COUNTY, OHIO, THAT:

Section 1: That the area designated as the Wilmington Community Reinvestment Area constitutes an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged:

Section 2: That pursuant to ORC Section 3735.66, the Wilmington Community Reinvestment Area, is hereby established in the following described area:

All parcels currently within the corporation limits of the City of Wilmington as shown on the map attached hereto and incorporated herein by reference as “**Exhibit A.**”

- A. The Community Reinvestment Area is approximately depicted as the crosshatched area on the map attached to this Ordinance (see **Exhibit A**) and by this reference incorporated herein.
- B. Only residential properties consistent with the applicable zoning regulations within the designated Community Reinvestment Area will be eligible for exemptions under this Program.
- C. Residential properties being leased or rented are not eligible for exemptions under this Program.

Section 3: That all residential properties identified in “**Exhibit A**” as being within the designated Community Reinvestment Area are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area. As part of the project, the City of Wilmington intends to undertake supporting public improvements in the designated area.

Section 4: That for residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in ORC Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods:

- a. Ten (10) years, for the remodeling of every residential dwelling unit, either one (1) housing unit, or containing not more than two (2) housing units

converted into one (1) housing unit and upon which the cost of remodeling is at least \$2,500, as described in ORC Section 3735.67, and with such exemption being one-hundred percent (100%) for each of the ten (10) years.

- b. Twelve (12) years, for the remodeling of every residential dwelling unit containing more than two (2) housing units converted into one (1) housing unit and upon which the cost of remodeling is at least \$5,000, as described in ORC Section 3735.67, and with such exemption being one-hundred percent (100%) for each of the twelve (12) years.
- c. Fifteen (15) years, for the construction of dwellings containing not more than one (1) housing unit, as described in ORC Section 3735.67, on existing lots with existing utility services present, with such exemption being one-hundred percent (100%) for each of the fifteen (15) years.
- d. Five (5) years, for the construction of dwellings containing not more than one (1) housing unit, as described in ORC Section 3735.67, on new lots with no existing utility services present, with such exemption being one-hundred percent (100%) for each of the five (5) years.
- e. The period of exemption for a dwelling described in item a or b of this section may be extended by City Council for up to an additional ten (10) years if the dwelling is a structure of historical or architectural significance or is a certified historic structure that has been subject to federal tax treatment under 26 U.S.C. 47 and 170(h).

For the purposes of the above described Community Reinvestment Area, structures exclusively used for residential purposes and composed of six (6) and fewer units shall be classified as residential structures.

If remodeling qualifies for an exemption, during the period of the exemption, the exempted percentage of the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

Section 5: That to administer and implement the provisions of this Ordinance, the City Service Director is designated as the Housing Officer as described in Sections 3735.65 through 3735.70.

Section 6: That a "Community Reinvestment Area Housing Council" composed of seven (7) members shall be created and shall be appointed as follows: Two (2) members appointed by the Mayor of Wilmington, two (2) members appointed by the Council of the City of Wilmington and one (1) member appointed by the Planning Commission of Wilmington. The majority of the members shall then appoint two (2) additional members who shall be residents within the area.

Of the original seven (7) members, the two (2) members appointed by the Mayor of Wilmington and the one (1) member appointed by the Planning Commission shall be appointed to serve for three (3) years, the two (2) members appointed by the Council of the City of Wilmington shall be appointed to serve for two (2) years, and the two (2) members appointed by the CRA Housing Council shall be appointed for one (1) year. Terms of these members shall expire on January 1 of the first, second, or third year, respectively, following their appointment. Thereafter, as terms expire, each new appointment shall be for a term of three (3) years. An unexpired term resulting from a vacancy in the CRA Housing Council shall be filled in the same manner as the initial appointment was made. The CRA Housing Council shall make an annual inspection of the properties within the district for which an exemption has been granted under Section 3735.67 of the ORC. The CRA Housing Council shall also hear appeals under Section 3735.70 of the ORC.

Section 7. A Tax Incentive Review Council shall be established pursuant to ORC Section 5709.85 and shall consist of three representatives appointed by the Board of County Commissioners, two representatives of the municipal corporation, appointed by the Municipal CEO with Council concurrence, the county auditor or designee and a representative of each affected Board of Education. At least two members must be residents of the City of Wilmington. The Tax Incentive Review Council shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the ORC and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

Section 8: That City Council reserves the right to re-evaluate the designation of the Wilmington Community Reinvestment Area after December 31, 2025, at which time City Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC.

Section 9: That the Community Reinvestment Area Housing Council shall make an annual inspection of the properties within the district for which an exemption has been granted under Section 3735.67 of the ORC. The CRA Housing Council shall also hear appeals under 3735.70, of the ORC.

Section 10: That City Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the ORC.

Section 11: That the Mayor of the City of Wilmington is hereby directed and authorized to petition the Director of the Ohio Development Services Agency to confirm the findings contained within this Resolution.

Section 12: That this ordinance shall take effect and be enforced from and after the earliest period allowed by law and upon confirmation by the Director of the Ohio Development Services Agency of the findings in this Resolution.

Passed this _____ day of _____, 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this _____ day of _____, 2024.

Mayor

ORDINANCE NO. O-24-38

CHANGING THE ZONING OF REAL PROPERTY LOCATED AT 181 OWENS AVENUE IN THE CITY OF WILMINGTON, OHIO

WHEREAS, a certain petition has been filed by or on behalf of the Clinton County Board of Developmental Disabilities to change the zoning of 0.473 acres (more or less) more commonly known as 181 Owens Avenue, Parcel ID Number 290210129000000 from TN (Traditional Neighborhood) to LI (Light Industrial); and

WHEREAS, the City Planning Commission has reviewed said Petition on Wednesday, June 12th, 2024, and has recommended that it be approved by City Council; and

WHEREAS, City Council held a public hearing on said Petition on August 1st, 2024 at 7:00 p.m. after due publication of legal notice regarding the same, and upon hearing, it appears that said change ought to be made.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILMINGTON, STATE OF OHIO:

Section 1. That the real property described and set forth in the map and legal description attached hereto as **Exhibit A**, Parcel ID Number 290210129000000, is currently zoned TN (Traditional Neighborhood) and that the same hereby is changed and rezoned from its current designation to LI (Light Industrial).

Section 2. That the zoning map of the City of Wilmington is hereby amended accordingly.

Section 3. That it is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this Ordinance shall be in full force and effect at the earliest period allowed by law.

Passed this 1st day of August, 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this 1st day of August, 2024.

Mayor

ORDINANCE NO. O-24-39

APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) MODIFICATION FOR RLG WILMINGTON LTD; ON A PARCEL LOCATED 2801 PROGRESS WAY IN THE CITY OF WILMINGTON, OHIO

WHEREAS, a certain petition has been filed by agent David Marshal and the KBJW Group for a Preliminary Planned Unit Development (PUD) Modification concerning the property at 2801 Progress Way, Parcel ID Number 209180509000300 owned by RLG Wilmington LTD; and

WHEREAS, said Preliminary Planned Unit Development is requesting approval of a modification to an existing PUD Regulating Plan in order to accommodate a lot split of an existing 1.36 acre tract. The applicant is proposing a Major Subdivision resulting in two separate parcels, each being approximately 0.68 acres; and

WHEREAS, after public hearing and discussion on June 12th, 2024, the Wilmington City Planning Commission voted to recommend approval by City Council of the Preliminary PUD Plan Modification; and

WHEREAS, City Council held a public hearing on said Petition on August 1st, 2024 at 7:00 p.m. after due publication of legal notice regarding the same, and upon hearing, it appears that approval of the Preliminary PUD Plan Modification ought to be given.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILMINGTON, STATE OF OHIO:

Section 1. That Wilmington City Council accepts the recommendation of the Wilmington Planning Commission and approves the Preliminary PUD Plan Modification, attached hereto as “**Exhibit A,**” as presented.

Section 2. That the real property described and set forth in the map and legal description, attached hereto as “**Exhibit B,**”

Section 3. That it is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this Ordinance shall be in full force and effect at the earliest period allowed by law.

Passed this 1st day of August, 2024.

President of Council

ATTEST:

Clerk of Council

Approved by me this 1st day of August, 2024.

Mayor

ORDINANCE NO. O-24-40

AMENDING ORDINANCE NO. O-24-33 ESTABLISHING CLASSIFICATION AND SALARY RANGES FOR CERTAIN CITY EMPLOYEES, REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILMINGTON, STATE OF OHIO:

Section 1. That the following Position Classification and Salary Range Schedule be, and the same hereby is, established for the compensation of the within designated full-time City employees, in accordance with step assignment in the applicable Pay Plan in effect, as may be amended from time to time (deletions are ~~struck through~~, additions are in **bold type**):

POSITION CLASSIFICATION AND SALARY RANGE SCHEDULE

<u>CLASSIFICATION</u>	<u>RANGE</u>
Account Clerk I	8
Account Clerk II	10
Account Clerk III	12
Administrative Assistant	12
Athletics Coordinator	11
Building & Zoning Official	15
Call Taker	6
Cemetery Grounds Technician	11
Cemetery Superintendent	20
Code Enforcement Official	15
Communication Clerk	CBA
Crew Leader (Water/Wastewater – EPA license required)	15
Crew Leader (other service departments)	13
Custodial Worker	6
Deputy Auditor	20
Deputy Service Director	20
Director of Public Transportation	20
Dispatch Crew Leader	15
Dispatcher	6
Driver	5
Equipment Operator I	9
Equipment Operator II	10
Fire Chief	24
Fire Inspector	CBA
Fire Lieutenant	CBA
HR Generalist	16
Human Resources Director/Workplace Safety Coordinator	23
Income Tax Commissioner/Deputy Treasurer	22
Lab Technician	14
Laborer	6
Landfill/Water/Wastewater Equipment Operator I	11
Landfill/Water/Wastewater Equipment Operator II	12
Landfill/Water/Wastewater Equipment Operator III	13
Legal Assistant	13
Maintenance and Repair Superintendent	20
Maintenance Coordinator	13
Maintenance Worker I	9
Maintenance Worker II	10
Maintenance Worker III (Water)	12
Mechanic	12

Municipal Prosecutor	24
Municipal Prosecutor/Deputy Law Director	24
Operations Coordinator (Transit)	10
Parks & Recreation Superintendent	19
Police Chief/Director of Communications	26
Police Executive for Administrative Service	21
Police Sergeant	CBA
Public Service Director	29
Public Works Director (Water/Wastewater)	26
Receptionist	7
Refuse Collector	6
Safety/Service Coordinator (Cemetery Clerk)	15
Sanitation Chief Operator (Landfill)	13
Sanitation Superintendent	20
Special Assistant to the Mayor Chief of Staff	24
Storm Water Administrator	18
Transit Coordinator	15
Utility Inspector	17
Water Meter Reader	9
Water Protection Coordinator	13
Water Service Representative	11
Water Superintendent	20
Wastewater Superintendent	20
Water/Wastewater Chief Operator	16
Water/Wastewater Plant Attendant	9
Water/Wastewater Plant Operator I	12
Water/Wastewater Plant Operator II	13
Water/Wastewater Plant Operator III	14

Section 2. That all ordinances and parts of any ordinances which are in conflict herewith be, and the same hereby are, repealed to the extent of such conflict.

Section 3. That it is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this ordinance shall be effective from the earliest period allowed by law.

Passed: August _____, 2024

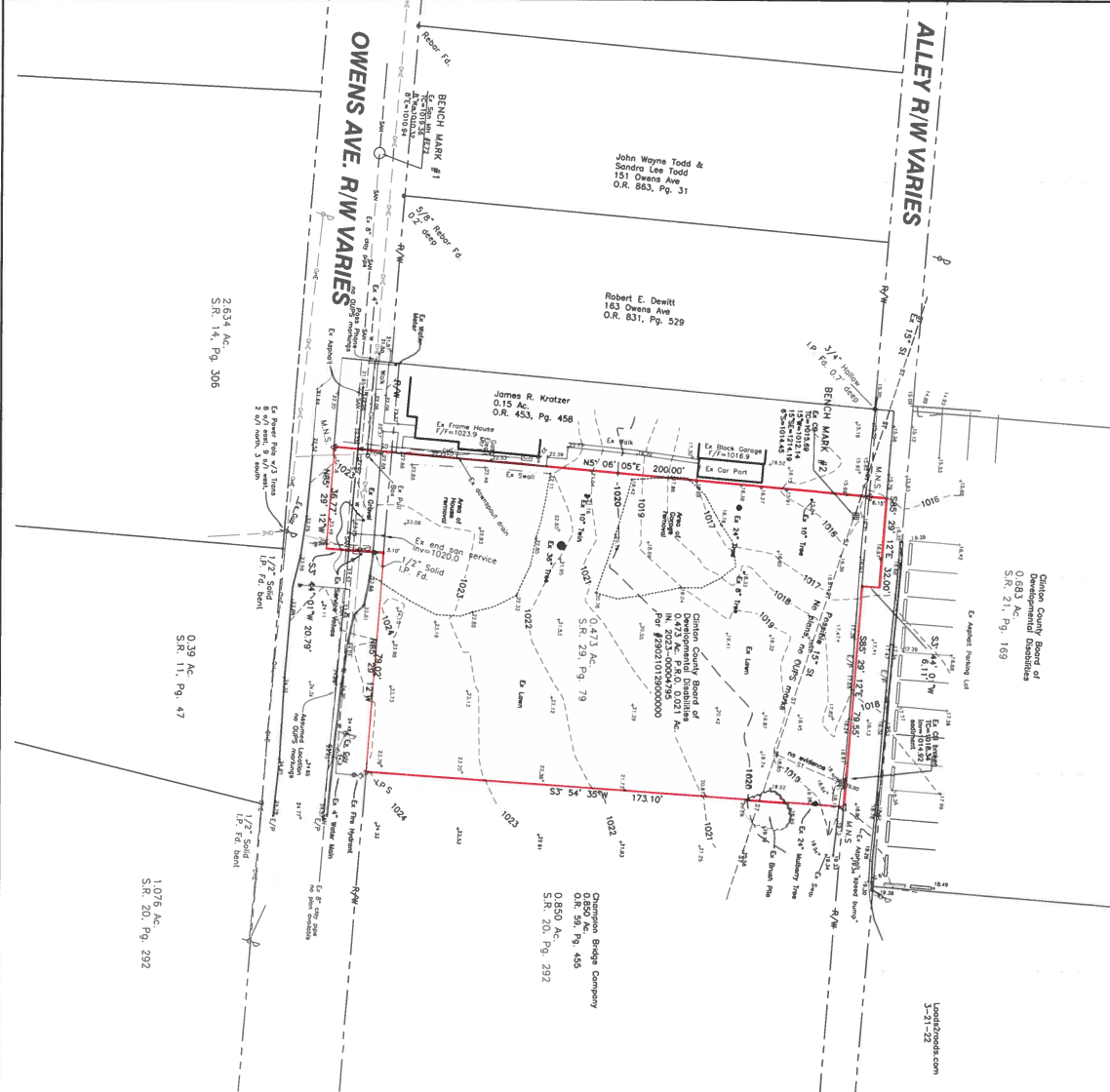
President of Council

Attest:

Clerk of Council

Approved: August ____, 2024

Mayor

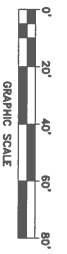


SITUATED IN THE STATE OF OHIO, COUNTY OF CLINTON, CITY OF WILMINGTON, BEING PART OF MILITARY SURVEY NO. 1057 AND BEING ALL OF THAT 0.473 ACRE TRACT DESCRIBED IN A DEED TO CLINTON COUNTY BOARD OF DEVELOPMENTAL DISABILITIES OF RECORD IN INSTRUMENT 2023-00004795 IN THE RECORDER'S OFFICE, CLINTON COUNTY, OHIO.

APPROVED FOR RECORD
 Clinton County Board of Developmental Disabilities
 S.R. 21, Pg. 189

Notes:
 1. The boundary information shown herein is from survey by ASJL SURVEYS, Steven D. Webb, P.E. #7250 and recorded in Vol. 291, Page 79 Clinton County Engineer's Record of Land District. V.S.
 2. Utility locations on this survey are reported from field locations or information provided by utility representatives. This does not constitute a warranty of accuracy.
 3. According to FEMA Flood Insurance Rate Maps, Community-Flood Number 3907079-3907031/262, dated 11-18-2021, this property is in an Unshaded Zone X1, Area 11-18-2021. It is situated in the 100 Year Flood Hazard Zone.
 4) This property is zoned: "N"-Traditional Neighborhood.
 5) Add 1000 to all spot elevations shown to obtain WADSB DATUM.

LEGEND
 --- SAN Sewer
 --- ST Storm Sewer
 --- W Water Main
 --- G Gas Line
 --- U/C Underground Cables
 --- OHE Overhead Lines
 --- M Manhole
 --- SI Storm Inlet
 --- FH Fire Hydrant
 --- U/D Utility Pole
 --- F Fence
 --- S Sign
 --- V Wave Box
 --- CL Gas Line Marker
 --- MNSI Δ Manhole
 --- I.P.S. Iron Pen Set
 --- I.P.F. Iron Pen Fit



DATE: APR 24
 SCALE: 1"=20'
 DRAWN BY: S.E.T.
 CHECKED BY: M.A.H.
 JOB NO.: 4324



By: *Mark A. Hartz*
 Professional Surveyor #7039

WE HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM AN ACTUAL FIELD SURVEY OF THE PREMISES DURING APRIL 2024.
 SITE ENGINEERING, INC.
 4-18-24

CLINTON COUNTY BOARD OF DEVELOPMENTAL DISABILITIES GARAGE FACILITY
 181 OWENS AVENUE WILMINGTON OHIO 45177
 TOPOGRAPHIC MAP

REV.	DATE	DESCRIPTION	BY

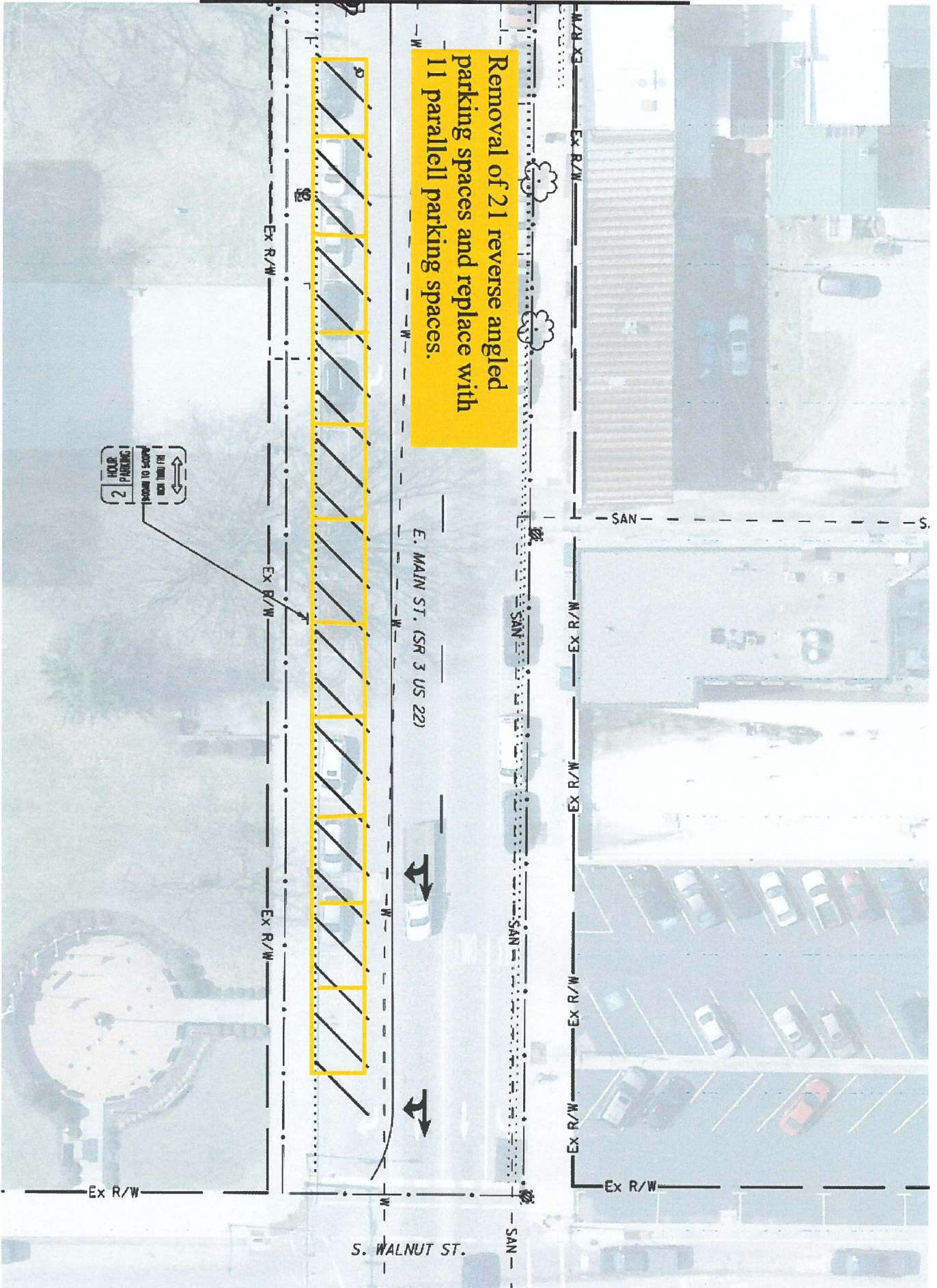
SITE ENGINEERING
 -Incorporated-
 Civil Engineers & Surveyors
 7465 E. Main St. Suite 3
 Reynoldsburg, OH 43068
 Phone: (614) 759-9900

0-24-28
 Exhibit A

SOUTH STREET IMPROVEMENTS



Removal of 21 reverse angled parking spaces and replace with 11 parallel parking spaces.



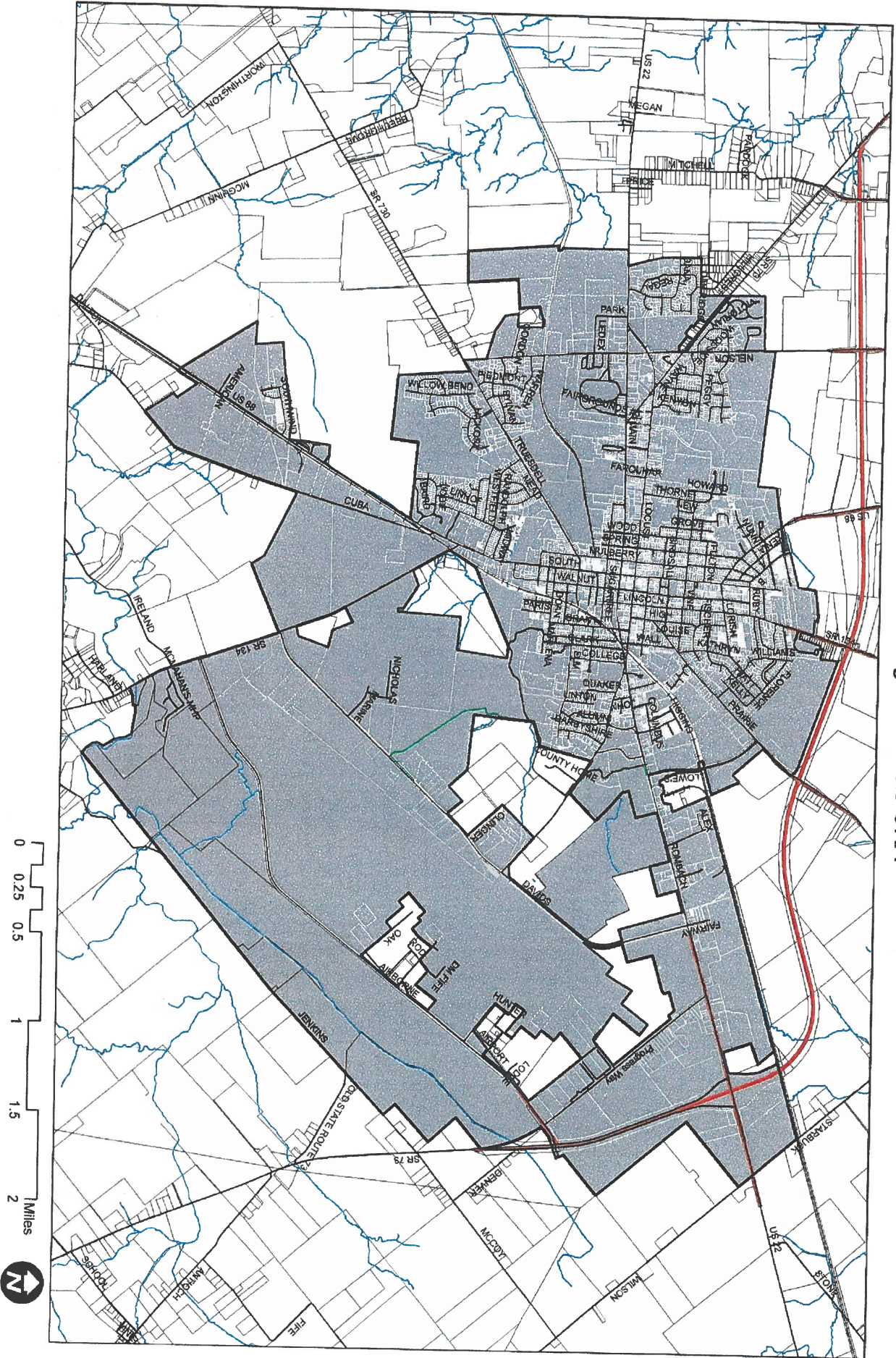
0-24.34
Exhibit B

SOUTH STREET IMPROVEMENTS



0 40 80
HORIZONTAL
SCALE IN FEET

Exhibit A: Wilmington Parcels CRA



CITY PLANNING COMMISSION
Under the authority provided by acts of the General Assembly of the State of Ohio, and Ordinances
granted by the City of Wilmington, Ohio, this plat was given approval by the City of Wilmington as
follows:
Approved this _____ Day of _____ 2024 by the City of Wilmington Planning Commission

Chairman _____ Secretary _____
City Engineer _____ Date _____

CITY ENGINEER
I have checked this plat, find the bearings and distances plus
satellite fix, and find no conflict with City Subdivision
Regulations.

City Engineer _____ Date _____

DEDICATION CERTIFICATION
We, the undersigned, RIG Wilmington, LTD., owners of the real estate shown and described herein, do hereby
that we last off, platted, and subdivided and do hereby lay off, plat, and subdivide said real estate in accordance
with this plat, and do hereby agree that we will abide by all requirements of the City Standard Plans and
Specifications of the City of Wilmington, Ohio.

This subdivision to be known as Wilmington Square Replat of Lot 3, shall be an addition to the City of
Wilmington, Ohio, and all streets, alleys, and public areas shown and not heretofore dedicated, are hereby
dedicated to public use.
All easements shown as part of this plat are dedicated to the use of private utilities (i.e. Cable, Telephone, and
Gas) or public utilities for installation, maintenance and replacement of utility line and appurtenances. Any and
all water and sewer lines and their appurtenances and any lift stations which may be located within said
easements are also dedicated and conveyed to the City of Wilmington, Ohio. Private storm sewer and
detention basin easement are for City access and inspection only. Maintenance remains the responsibility of
the owner. No structures shall be placed within an easement and any trees, flowers or other object upon the
easement are placed there at the owner's risk.
Monuments shall be placed on all lot corners as shown hereon this plat.

In witness thereof this _____ Day of _____ 2024.

Signed _____
For: RIG WILMINGTON LTD
State of _____
County of _____
Before me a Notary Public in and for said County personally came _____
Who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the purposes
therein expressed.

In witness whereof I have set my hand and affixed my official seal this _____ Day of _____ 2024.
Notary Public _____

DEDICATION CERTIFICATION
We, the undersigned, CCG Wilmington, LTD., owners of the real estate shown and described herein, do hereby
that we last off, platted, and subdivided and do hereby lay off, plat, and subdivide said real estate in accordance
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Signed _____
For: CCG WILMINGTON LTD
State of _____
County of _____
Before me a Notary Public in and for said County personally came _____
Who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the purposes
therein expressed.

In witness whereof I have set my hand and affixed my official seal this _____ Day of _____ 2024.
Notary Public _____

AUDITOR
Clinton County Auditor for this _____ Day of _____ 2024
Transferred this _____ Day of _____ 2024
Clinton County Auditor _____

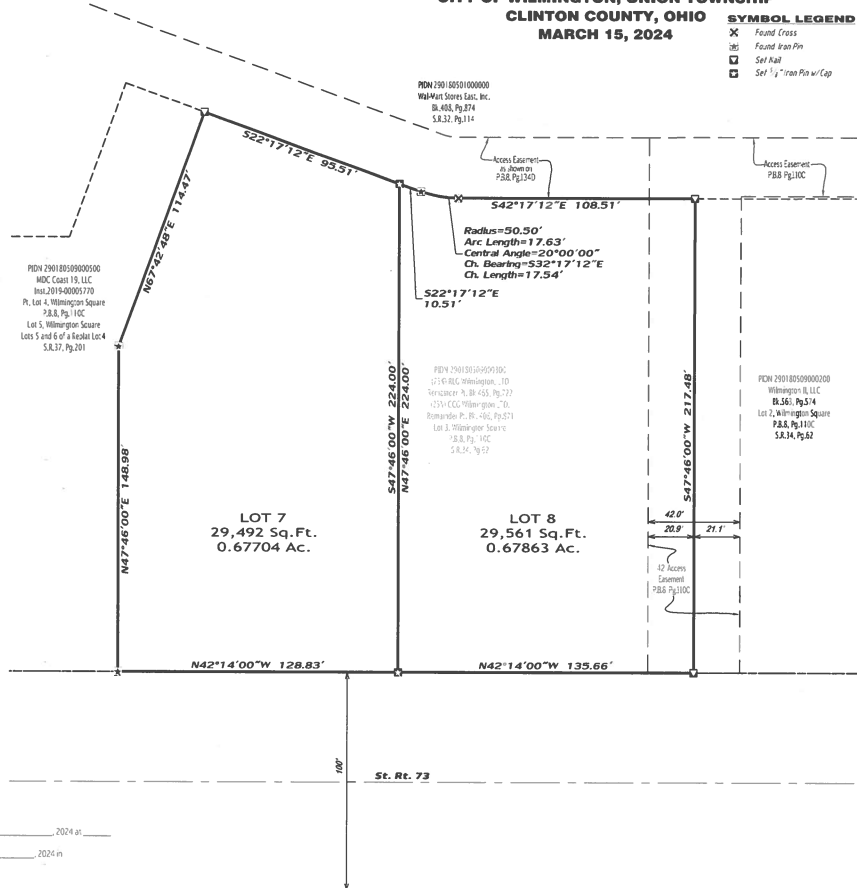
RECORDER
Filed for record this _____ Day of _____ 2024 at _____
Recorded this _____ Day of _____ 2024 in _____
Plat Book _____ Page _____
Clinton County Recorder _____

CITY OF WILMINGTON
Approval by the City of Wilmington, Ohio on this _____ Day of _____ 2024

Mayor _____
Clerk _____

**~MINOR SUBDIVISION PLAT~
WILMINGTON SQUARE
LOTS 7 AND 8 OF A
REPLAT LOT 3
RECORD IN PLAT BOOK 8, PAGE 11C
LOCATED IN V.M.S. #1170
CITY OF WILMINGTON, UNION TOWNSHIP
CLINTON COUNTY, OHIO
MARCH 15, 2024**

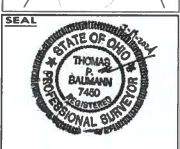
SYMBOL LEGEND
X Found Cross
S Found Iron Pin
□ Set Nail
□ Set 1/2" Iron Pin w/ Cap



**CLINTON COUNTY ENGINEERS
RECORD OF LAND DIVISION**

VOLUME _____ PLAT No. _____
DATE _____
SHEET _____

DEED REFERENCE
VOLUME 548 PAGE 871, 9530
VOLUME 545 PAGE 127, 128, 129
TOWNSHIP UNION
COUNTY CLINTON



SURVEYOR'S CERTIFICATION
I, Thomas P. Baumann, hereby certify that I am a professional
surveyor, licensed in compliance with the laws of the State of Ohio.
This plat correctly represents a survey made and supervised by
me, and that all monuments shown therein actually exist at their
locations.
Thomas P. Baumann, PS No. 7460 Date 3-17-2024
Ohio Surveyor # 5-7450

**MINOR
SUBDIVISION
~PLAT~
WILMINGTON SQUARE
LOTS 7 AND 8 OF A
REPLAT LOT 3
RECORD IN PLAT BOOK 8, PAGE 11C**

V.M.S. #1170
City of Wilmington, Union Township
Clinton County, Ohio
PREPARED FOR
KOONTZ BRYANT JOHNSON WILLIAMS, INC.

SCALE
1" = 30'
SHEET
1
DRAWING: 1620
PROJECT: 22167
DATE: 03/19/2024
REVISION:

Set on P. 8, Page 11C

0-24-39
Exhibit A



July 29, 2024

Legal Description - Lot #3 Wilmington Square

V.M.S.#1170

City of Wilmington

Clinton County, Ohio

Baumann Land Survey, Inc.

P.O. Box 14834

Cincinnati, OH 45250

(513) 860-3999

www.BaumannLSI.com

Situate in the V.M.S. #1170 in the City of Wilmington, in Clinton County, Ohio and being all of Lot #3 as shown on the Survey Plat of Wilmington Square as recorded in the Clinton County Engineers Record of Land Division Volume 34, Plat Number 62, also recorded in Plat Book 8, Page Number 110-C of the Clinton County Recorders Office, and being more particularly described as follows:

Beginning at the southwest corner of Lot 4 of Peeples Subdivision as recorded in Plat Book 5, Pages 299 thru 301 of the Clinton County Recorders Office and the northwest corner of Lot #4 of said Survey Plat of Wilmington Square, thence along the easterly line of State Route 73 (NKA Progress Way) and the westerly line of said Lot #4 of Survey Plat of Wilmington Square, South $42^{\circ}14'00''$ East for a distance 224.00 feet to the southwest corner of said Lot #4 and the northwest corner of said Lot #3 of the Survey Plat of Wilmington Square and the point of beginning;

Thence from the point of beginning, along a southerly line of said Lot #4 and a northerly line of said Lot #3 of the Survey Plat of Wilmington Square, North $47^{\circ}46'00''$ East for a distance of 148.98 feet to a southerly corner of said Lot #4 and a northerly corner of said Lot #3 of Survey Plat of Wilmington Square;

Thence along a southerly line of said Lot #4 and a northerly line of said Lot #3 of the Survey Plat of Wilmington Square, North $67^{\circ}42'48''$ East for a distance of 114.47 feet to the southeast corner of said Lot #4 and the northeast corner of said Lot #3 of the Survey Plat of Wilmington Square and a westerly line of a 24.6915 acre parcel conveyed to Wal-mart Stores East, Inc. as recorded in Deed Book 408, Page 874;

Thence along a westerly line of said Wal-mart Stores East, Inc. parcel and an easterly line of said Lot #3 of the Survey Plat of Wilmington Square, South $22^{\circ}17'12''$ East for a distance of 106.02 feet to an easterly corner of said Lot #3 of the Survey Plat of Wilmington Square;

Thence along a westerly line of said Wal-mart Stores East, Inc. parcel along a curve to the left with a Radius of 50.50 feet, Central Angle of $20^{\circ}00'00''$, Arc Length of 17.63 feet, and a Chord Bearing South $32^{\circ}17'12''$ East for distance of 17.54 feet to an easterly corner of said Lot #3 of the Survey Plat of Wilmington Square;

Thence along a westerly line of said Wal-mart Stores East, Inc. parcel and an easterly line of said Lot #3 of the Survey Plat of Wilmington Square, South $42^{\circ}17'12''$ East for a distance of 108.51 feet to the southeast corner of said Lot #3 and the northeast corner of Lot #2 of the said Survey Plat of Wilmington Square,

Thence along the northerly line of said Lot #2 and the southerly line of said Lot #3 of the Survey Plat of Wilmington Square, South $47^{\circ}46'00''$ West for a distance of 217.48 feet to the northwest corner of said Lot #2 and the southwest corner of said Lot #3 of the Survey Plat of Wilmington Square and the easterly line of said State Route 73 (NKA Progress Way);

Thence along the easterly line of said State Route 73 (NKA Progress Way) and the westerly line of said Lot #3 of the Survey Plat of Wilmington Square, North $42^{\circ}14'00''$ West for a distance of 264.49 feet to the point of beginning.



July 29, 2024

Legal Description - Lot #3 Wilmington Square

V.M.S.#1170

City of Wilmington

Clinton County, Ohio

Baumann Land Survey, Inc.

P.O. Box 14834

Cincinnati, OH 45250

(513) 860-3999

www.BaumannLSI.com

Containing; 1.3556 acres;

Subject to existing easements and rights of way.

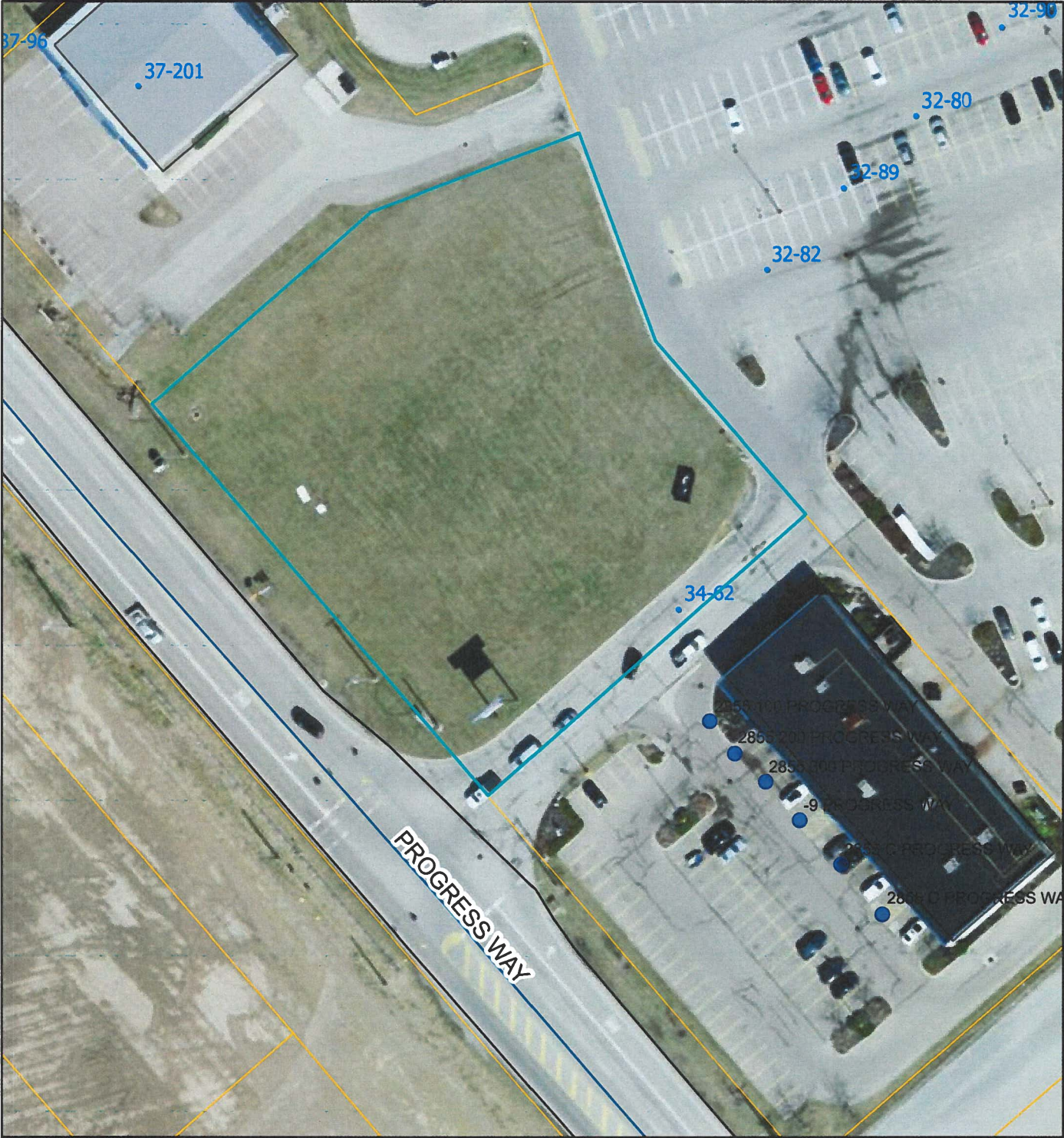
Based on the Survey Plat of Wilmington Square recorded in the Clinton County Engineers Record of Land Division Volume 34, Plat Number 62, also recorded in Plat Book 8, Page Number 110-C of the Clinton County Recorders Office

Bearings based on the Survey Plat of Wilmington Square recorded in the Clinton County Engineers Record of Land Division Volume 34, Plat Number 62, also recorded in Plat Book 8, Page Number 110C.

This legal description was created as per the request of the City of Wilmington Planning and Zoning Department and is not to be used to transfer the described parcel.

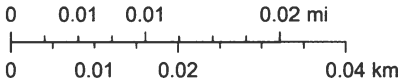
Prepared by: Baumann Land Survey, Inc.,
Thomas P. Baumann, PS, Ohio Surveyor #: S-7450

GIS Data Explorer



7/30/2024, 7:52:44 AM

1:1,128



- SLNA
- Addresses
- Structures 2022
 - ▭ Buildings
 - ▭ Porch Patio Decks
- Streets and Roads Centerlines
 - ▬ Municipality
 - ▭ Edge of Pavement 2024
 - ▭ Parcels Property Lines

Purchase of Service Contract
Contract Agreement between Clinton County Job and Family Services and
Wilmington Transit Systems for Non-Emergency Transportation (NET)
Services

July 1, 2024 through June 30, 2025

This contract is entered into on **July 1, 2024** between **Clinton County Job and Family Services** ("Agency") and **Department of Public Transportation, City of Wilmington, Ohio – Wilmington Transit Systems** ("Contractor"), for the purchase of **Non-Emergency Transportation (NET) Services for Medicaid eligible recipients.**

In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this Contract agree as follows:

Article 1 – Purpose

The purpose of this Contract is for the procurement of goods or services for use by **Clinton County Job and Family Services** in the administration of **Non-Emergency Transportation (NET) services program.** This Contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OMB Circular A-133 (A-133) or in the federal grants management "common rule.

Article 2 – Scope of Services/Deliverables

A. Agency Responsibilities

- **Determine eligibility for Non-Emergency Transportation (NET) Services for Medicaid recipients monthly**
- **Schedule transportation requests with contractor**
- **Complete all paperwork associated with requested transportation**
- **Verify contractor billing invoices matches services requested**
- **Notify contractor of cancellations**
- **Sanction recipients as appropriate**

B. Contractor Responsibilities

- **Provide requested transportation**
- **Timely pick-up, transport and return customers as requested**
- **Notify the agency when a customer is a no-show or calls in advance to cancel transportation**
- **Transport only the individuals approved by the Agency**
- **Transport individuals to the pre-approved appointments and pharmacies only**
- **Invoice for services rendered no less than one time monthly**

Article 3 – Billing and Payment

Agency agrees to compensate the Contractor in the amount of **\$5.00 per one-way ride plus \$3.00 per mile outside the city mileage marker. The charge for wait time will be billed at \$36.00 per hour. Pharmacy stops will be billed at \$3.00 for every 5 minutes of wait time. Because Wilmington Transit System is not a medical transport unit, any person who is unable to take care of himself/herself must have an aide ride with them. The aide will not be charged. The Agency will not compensate for any customer 'no-show' appointments.**

Contractor must submit a detailed invoice **no less than once monthly** to Agency. Invoices must be received **no later than 10 days after the end of the month or after the end of the billing period** for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (federal taxpayer I.D.).

Under no circumstances will Agency make payment for any services invoiced more than **15 days** after the end of the billing period. The final invoice must be received by the Agency by the close of business on **July 10, 2025**.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely, but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within **15 days** after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the **Clinton** County Auditor issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

Article 4 – Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds; appropriations made by the Ohio General Assembly; awards by the Ohio Department of Job and Family Services; and appropriations by the **Clinton** Board of County Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

Article 5 - Duration of contract

A. This Contract will be effective from 07/01/2024, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through 06/30/2025, inclusive, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Clinton County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for one additional year not to exceed 06/30/2025 with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 – Amendment of Contract

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 – Termination

A. Either party may terminate this Contract upon 30 days written notice to the other party.

B. Notwithstanding Article 5-A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in

Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination **30** days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

Article 9 - Records Availability and Retention

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of **three (3)** years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the **three (3)** year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the

end of the regular **three (3)** year period, whichever is later.

Article 10 - Confidentiality

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, **Clinton County**, ODJFS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 – Conflict of Interest/Ethics

Contractor agrees that Contractor will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not ask an officer, employee or agent of the agency to violate any requirements of the **Clinton County** code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement.

Contractor agrees that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the

portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

Article 12 - Independent Contractor

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability: Contractor Duties

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

Article 14 – Assignment and Subcontracting

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within **two (2)** days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Article 15 – Governing Law

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio

Article 16 – Integration and Modification

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

Article 17 – Severability

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

Article 18 – Equal Employment Opportunity

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title III, VI and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;

- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.59, and Chapter 4112, Revised Code.

Article 19 – Compliance Requirements

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 276a to 276a-7, Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 103 and 107 of the Contract Work hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 C.F.R. Part 3);
- Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 15);
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- 29 CFR Part 98 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3517 (I) (3) and (J) (3), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust, unless the contract includes a certification that the individuals named in Sections 3517 I (3) and J (3), Revised Code, are in compliance with the aforementioned provisions. Contractor is required to complete and submit to Agency the affidavit attached as Attachment A to this contract.

Article 20 – Child Support

Contractor agrees to cooperate with ODJFS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support, which is issued pursuant to Chapter 3121, Revised Code.

Article 21 – Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Clinton Count

Purchase of Service Contract
Contract Agreement between Clinton County Job and Family Services and
Wilmington Transit Systems for Non-Emergency Transportation (NET)
Services
July 1, 2024 through June 30, 2025

Signature Page



Nicole Rodman, Director
Clinton County Job and Family Services



Date

Director of Public Transportation, City of Wilmington

Date

Mike McCarty
Clinton County Commissioner

Date

Kerry R. Steed
Clinton County Commissioner

Date

Brenda K. Woods
Clinton County Commissioner

Date

Clinton County Prosecuting Attorney Designee

Date