

RESOLUTION NO. R-23-40

AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO AN AGREEMENT FOR BUILDING CODE ENFORCEMENT WITH WARREN COUNTY BOARD OF COMMISSIONERS; AND DECLARING AN EMERGENCY

WHEREAS, upon unexpected retirement of the Chief Building Official, the City of Wilmington requires Building Code Enforcement services.

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

Section 1. That the Director of Public Service is authorized to enter into an agreement with Warren County Board of Commissioners, attached hereto and incorporated herein by reference as "Exhibit A," for the provision of Building Code Enforcement services.

Section 2. 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 of the City and its inhabitants due to the unexpected retirement of the Chief Building Official, and accordingly, shall be in full force and effect immediately upon its passage.

Passed this 21st day of September 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 21st day of September 2023.

Mayor

**Professional Services Contract for Building Code Enforcement
between the
City of Wilmington, Ohio, and Warren County Board of Commissioners**

This Professional Services Contract (the Agreement) is made by and between the CITY OF WILMINGTON, an Ohio municipal corporation, whose mailing address is 65 n. South Street, Ohio 45177 (the "CITY") and the WARREN COUNTY BOARD OF COMMISSIONERS, an Ohio county and political subdivision, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "COUNTY"):

1. **Professional Services:** The COUNTY agrees to perform professional services as outlined in Appendix A (Scope of Services) attached hereto and made a part hereof.
2. **Terms:** The performance of professional services by the COUNTY shall commence upon execution of this Agreement by both parties. All terms of the Agreement shall remain in force and effect unless and until such time that either party terminates the Agreement as provided in Section 6 hereinafter.
3. **Compensation:** The CITY agrees to compensate COUNTY in accordance with the terms and conditions set forth in Appendix B (Compensation).
4. **Responsibilities of the CITY:** If the services performed by the COUNTY are dependent upon the CITY furnishing data or other information to the COUNTY, all such data, information, reports, and other material as are existing, available, and necessary for the carrying out of the work shall be furnished to the COUNTY without charge by the CITY, and the CITY shall cooperate with the COUNTY in every way possible in carrying out the professional services.
5. **Personnel:** The COUNTY represents that it currently employs all personnel required in performing the services under the Agreement. Such personnel shall not be deemed employees of, or have any personal contractual or agency relationship with, the CITY.
6. **Insurance:** The CITY shall provide COUNTY with a Certificate of Insurance (or other documentation satisfactory to the COUNTY) that the CITY has in effect, without interruption, during the term of this Agreement, a policy of general commercial liability insurance or the equivalent thereof that names the County and its elected officials and employees as additional insureds relating to the scope of services of this Agreement. The Certificate of Insurance shall further require the COUNTY be given advance notice at the address in the introductory paragraph in the event of termination of such policy during the term of this Agreement. The CITY'S insurance coverage shall be the primary liability coverage and the COUNTY's self-insured pooled coverage shall be secondary. The COUNTY is self-insured for Worker's Compensation and its employees shall be covered under the COUNTY'S worker's compensation coverage.
7. **Termination of Contract:** The Agreement may be terminated by either party, without cause, which shall be evidenced by receipt of a thirty (30) day prior written notice from the other party of its intent to terminate, and upon expiration of the thirty (30) days the Agreement shall be terminated.
8. **Waivers or Revisions:** To be valid, any waiver, amendment, or revision of any portion of this Agreement shall be in writing and shall not take effect until signed by the duly authorized representatives of both the CITY and the COUNTY.
9. **Computerized Records:** Upon request, and to the extent the COUNTY's software program can generate such reports, the COUNTY shall furnish the CITY such reports as requested pertaining to

the services undertaken pursuant to this Agreement. All records produced for the purpose provided herein will remain a part of the COUNTY archives, subject to the COUNTY's records retention schedule, and shall be considered public records unless an express exception or exemption provided by state or federal law applies.

10. Authority: The City and the County have each authorized and directed their undersigned representative to enter into this Agreement, and any addendums thereto, by and through their respective legislative authorities in accordance with Ordinance/Resolution No. _____ adopted by the Wilmington City Council on _____, 20__, and Resolution No. _____ adopted by the Warren County Board of Commissioners on _____, 20__.

11. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Ohio regardless of choice of law rules. The parties irrevocably agree to the venue for any and all claims, disputes, interpretations, and litigation of any kind arising out of this Agreement or related thereto being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to private mediation), and each party waives any right to bring or remove such matters in or to any other state or federal court. In the event any party breaches this provision, the non-breaching party shall be entitled to recover its costs and expenses, including reasonable attorney fees, to remove an action to the Warren County, Ohio Court of Common Pleas.

12. SEVERABILITY. In the event that any provision of this Agreement is declared or determined to be unlawful, invalid, or otherwise unenforceable, such declaration shall not affect, in any manner, the legality of the remaining provisions and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

IN EXECUTION THEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year written herein as the date of execution.

City of Wilmington

Warren County Board of Commissioners

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Solicitor/Law Director

Assistant Warren County Prosecutor

Date

Date

APPENDIX A: SCOPE OF SERVICES

The COUNTY shall, per the attached Agreement, perform the following professional services for the CITY:

DESCRIPTION OF SERVICES

APPENDIX B: COMPENSATION

The compensation for the services rendered in the attached Agreement, shall be as follows:

EXHIBIT A

1. City agrees that Contractor shall exercise enforcement authority for inspections and make inspections on behalf of the City of Wilmington, Ohio and shall review plans and specifications. Such authority conveyed to Contractor by this agreement shall be no more than the authority conveyed to the City of Wilmington, Ohio by its Building Codes and by the Ohio Revised Code Sections 3781.10 (E) (1) and (E) (2).
2. Contractor agrees to exercise enforcement authority for inspections and plan review within the City of Wilmington Ohio and to make inspections and plan review on behalf of the City of Wilmington, Ohio. No waiver of code requirements shall be issued by Contractor. Inspections shall be performed on a daily basis during regular business hours except for inspections that must be performed during hours of darkness or during commercial "Shut-down" conditions. Plan review shall routinely be performed within 72 hours of receipt of plans, for 1, 2, and 3 family dwellings. Plans to be reviewed under the requirements of the Ohio building Code will routinely be reviewed within 7 to 10 business days from receipt of plans but never longer than 30 days as required by code. Failure to render services in compliance with the Ohio Building Code will result in non-payment to Contractor. Plans are to be submitted to the City of Wilmington Building and Zoning Office at its address as identified above.
3. Contractor agrees that inspectors will be available by telephone to respond to citizen queries between 7am and 8am Monday through Friday. All inspectors and plan reviewers will maintain the relevant state certification as required by law.
4. City has established a statutory building permit fee schedule, as enumerated in the ordinances of the City of Wilmington, Ohio. The fee schedule may be changed upon approval by the City of Wilmington Council members. A substantial reduction in building permit fees may be cause for Contractor to terminate the agreement. Contractor agrees to submit any dispute regarding the City of Wilmington, Ohio Building code to the duly appointed Appeals Board for final decision and to accept such decision.
5. Contractor agrees to furnish the following specific services to the City of Wilmington, Ohio:
 - a. Examine plans and specifications for proposed work, as required by the City of Wilmington, Ohio Building Code, the Ohio Residential Code and the Ohio Building Code. Such examination and plan approval pertains only in general to technical, accessibility, fire and energy code compliance. Any part which may be in violation will not be considered as being approved. Site plan and related zoning permit fees shall be reviewed and retained by the City of Wilmington, Ohio. Contractor will not knowingly issue any building permit until a zoning certificate has been approved.
 - a. City shall process all building permits and appropriate fees at their location and shall pay Contractor based upon the agreed-upon fee as outlined in this agreement on a monthly basis.
 - b. Upon request, Contractor will advise applicants on Code Requirements, but shall not perform design services for the completion of inadequate applications.
 - c. Perform job inspections of all work described on the application and plans, including the installation of equipment. Such services shall be provided promptly in the order received or scheduled without regard to type or extent of work, but within normal scheduling.

- d. Upon request of the City, make itself reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described. After the first appearance on a specific case, Contractor shall be paid \$100 per hour for the time any of its employees or principals shall take to fulfill the requirement as set forth in this section.
- e. Provide emergency inspections after normal working hours at a rate of \$50 per hour for residential and \$100.00 per hour for commercial inspections.
- f. All documents including applications, plan review, job progress reports and inspections reports shall remain the property of the City of Wilmington, Ohio.
- g. Service as the Building Official for the City of Wilmington, Ohio. Responsibilities will include pre-permit submittal reviews and project evaluations for proposed projects as requested by City of Wilmington, Ohio at a rate of \$100.00 per hour commercial and \$50.00 per hour residential.

RESOLUTION NO. R-23-41

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED; AND DECLARING AN EMERGENCY

WHEARAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the City of Wilmington intends to construct Phase 3 of the Davids Drive Reconstruction project, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

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

Section 1. That the Director of Public Service is hereby authorized to apply to the OPWC for funds as described above

Section 2. That the Director of Public Service is authorized to execute documents and take other actions in support of said application and to obtain and administer said funding if granted to the City of Wilmington.

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 to meet application deadline, and shall be in full force and effect immediately upon its passage.

Passed this 21st day of September 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 21st day of September 2023.

Mayor

ORDINANCE NO. O-23-34

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 available excess funds of the General Fund to 110.120.5236 “Admin Direct Deductions” the sum of \$61,000.00
- b) From the available excess funds of the Sewer Fund to 635.360.5416 “Sewer Rehab” the sum of \$164,164.40
- c) From the available excess funds of the Water Fund to 605.350.5214 “Sludge Disposal” the sum of \$405,000.00
- d) From the available excess funds of the Retained Hotel Lodging Tax Fund to 292.110.5269 “CRC Grant Program Expense” the sum of \$30,725.00
- e) From the available excess funds of the UDAG Revolving Loan Fund to 242.740.5961 “Workforce Program” the sum of \$15,000.00

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 21st day of September 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 21st day of September 2023.

Mayor

ORDINANCE NO. O-23-35

CHANGING THE ZONING OF REAL PROPERTY LOCATED ON EAST SUGARTREE STREET IN THE CITY OF WILMINGTON, OHIO

WHEREAS, a certain petition has been filed by or on behalf of Rigoberto and Crystal Perez to change the zoning of 0.457 acres (more or less) more commonly known as 144 and 145 E. Sugartree Street Parcel ID Numbers 290240301A11400, 290240301B11400, 290240301A12700, and 290240301B12700 from LI (Light Industrial) to DT (Downtown Transition); and

WHEREAS, the City Planning Commission has reviewed said Petition on Tuesday, July 11, 2023, and has recommended that it be approved by City Council; and

WHEREAS, City Council held a public hearing on said Petition on September 7, 2023, at 7:30 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 Numbers 290240301A11400, 290240301B11400, 290240301A12700, and 290240301B12700, is currently zoned LI (Light Industrial), and that the same hereby is changed and rezoned from its current designation to DT (Downtown Transition).

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 21st day of September 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 21st day of September 2023.

Mayor

NOTICE OF PUBLIC HEARING ON
PETITION FOR REZONING

Notice is hereby given of a public hearing on a Petition for Rezoning of 0.457 acres (more or less) more commonly known as 144 and 146 E Sugartree Street and being Parcel ID Numbers 290240301A11400, 290240301B11400, 290240301A12700, and 290240301B12700, and as filed with the City of Wilmington and approved by the Wilmington Planning Commission on July 11, 2023. The request is to change the zoning from LI (Light Industrial) to DT (Downtown Transition). Petitioners are Rigoberto and Crystal Perez.

A plat and report of the Wilmington (Ohio) Planning Commission are on file with the Clerk of the Wilmington City Council, Municipal Building, 69 N. South Street, Wilmington, Ohio, and are available to the public for inspection.

Notice is further given that the Public Hearing upon said proposed rezoning and proposed ordinance will be held before the Council of Wilmington, Ohio, on the 7th of September 2023 at 7:30 p.m. in the Council Chambers, Municipal Building, 69 N. South Street, Wilmington, Ohio, at which time and place any interested person may appear and be heard.

ANDREA TACORONTE
CLERK OF CITY COUNCIL
WILMINGTON, OHIO

PUBLISH ONE TIME on
Wednesday, July 19, 2023

**OVERVIEW - 144/146 E SUGARTREE REZONING
FORMER WARING OFFICE SUPPLY**



LEGAL DESCRIPTION

144 E Sugartree

Rezoning Request from LI – Light Industrial to DT – Downtown Transition

PARCEL I: Situate in the City of Wilmington, Clinton County, Ohio, and being parts of Lot No. 114 and Lot No. 127 as said lots are known and designated on the recorded Original Town Plat of said City and bounded and described as follows: Beginning at an iron pin in the Southerly margin of Sugartree Street at the Northeasterly corner of the aforesaid Lot No. 127; Running thence, from said point of beginning, with the Easterly line of said Lot No. 127, S. 0 deg. 07' 30" E. 173.25 feet to an iron pin; thence, with the Southerly line of said Lot No. 127, with the Southerly line of aforesaid Lot No. 114 and with the Northerly line of an alley, S. 89 deg. 52' 30" W. 102.60 feet to an iron pin; thence, with the herein Grantor's Westerly line, N. 8 deg. 09' 00" W. 148.47 feet to an iron pin; thence, with the Southerly right-of-way line of the Pennsylvania Railroad, N. 74 deg. 25' 25" E. 98.46 feet to a spike; thence, with the Southerly margin of Sugartree Street, N. 89 deg. 52' 30" E. 28.43 feet to the point of beginning, containing Four Hundred Twenty-Seven Thousandths (0.427) of an acre, more or less.

PARCEL II: Situated in the County of Clinton in the State of Ohio and in the City of Wilmington and being parts of Lots No. 114 and No. 127 as said lots are known and designated on the Original Town Plat of said city and described as follows: Beginning at a spike (found) in the Southerly margin of Sugartree Street at the Easterly corner of a 0.260 Acre Tract as recorded in Volume 17, Plat No. 258 of the Clinton County Engineer's Record of Land Division: Running thence, from said point of beginning, with the southerly line of said 0.260 Acre Tract, S. 78 deg. 36' 18" W. 98.46 feet to a 5/8" iron pin (found); thence, by a new division line, N. 3 deg. 58' 07" W. 26.49 feet to a point; thence, with the Southerly margin of Sugartree Street and with a Northerly line of said 0.260 Acre Tract, S. 85 deg. 56' 37" E. 98.60 feet to the point of beginning, containing Thirty Thousandths (0.030) of an Acre, more or less.

Prior Deed Reference: Volume 297, Page 64, Official Records of County, Ohio.

APPROVED FOR ACCURACY

Clinton County Engineers Map Dept.

Date: 8-19-99 Survey Map Page: _____

Per: [Signature]

TRANSFERRED

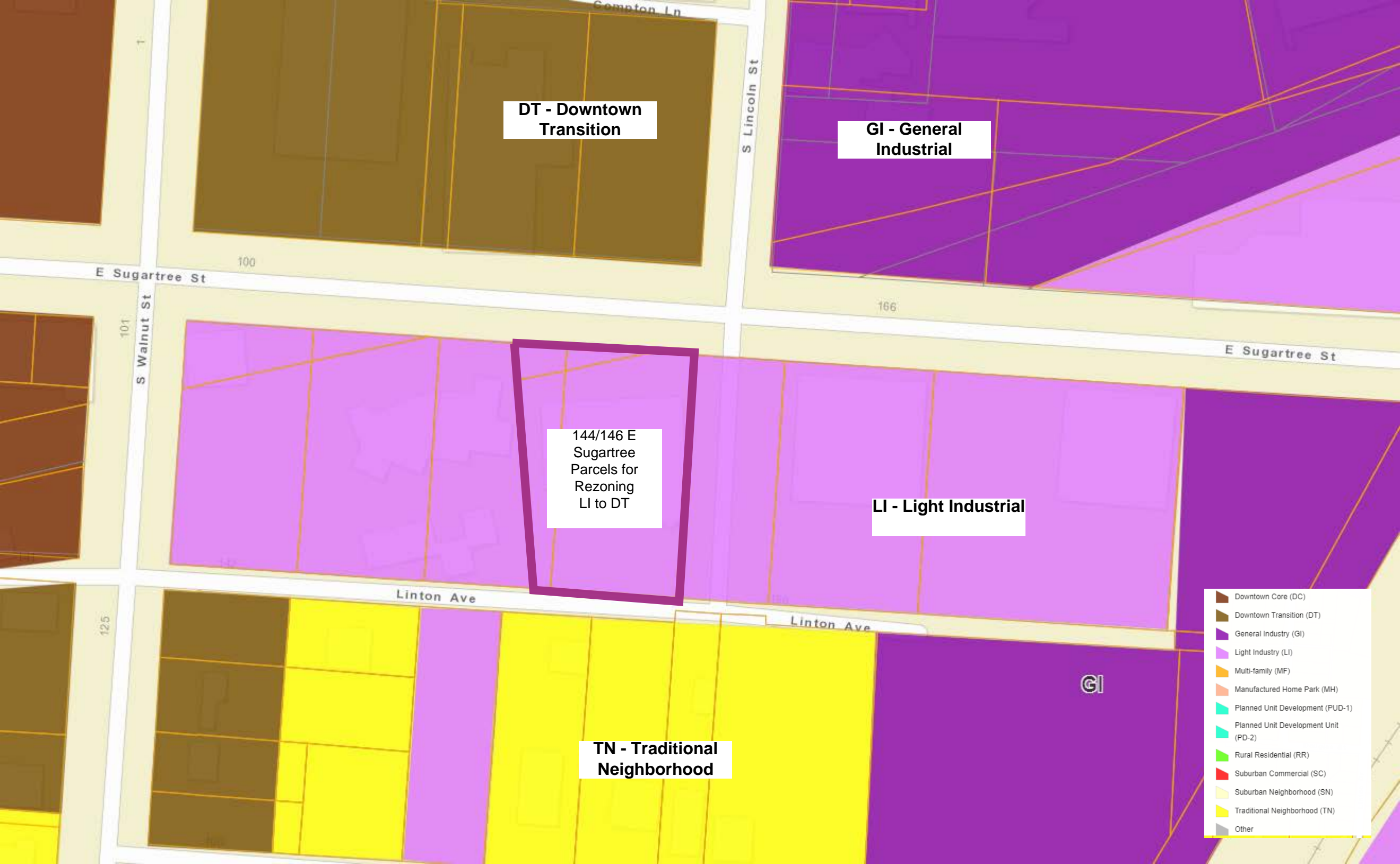
INSTRUMENT HAS BEEN EXAMINED
E GRANTEE HAS COMPLIED WITH
FEE REQUIREMENTS OF THE REVENUE CODE.

Recorder: M

Assistant, Clinton County Auditor

Fee: 50 Date: 8-27-99

KH



**DT - Downtown
Transition**

**GI - General
Industrial**

144/146 E
Sugartree
Parcels for
Rezoning
LI to DT

LI - Light Industrial

**TN - Traditional
Neighborhood**

- Downtown Core (DC)
- Downtown Transition (DT)
- General Industry (GI)
- Light Industry (LI)
- Multi-family (MF)
- Manufactured Home Park (MH)
- Planned Unit Development (PUD-1)
- Planned Unit Development Unit (PD-2)
- Rural Residential (RR)
- Suburban Commercial (SC)
- Suburban Neighborhood (SN)
- Traditional Neighborhood (TN)
- Other