

RESOLUTION NO. R-23-01

ACCEPTING A GRANT FROM THE CLINTON COUNTY SOLID WASTE DISTRICT, CURBSIDE RECYCLING GRANT; AND DECLARING AN EMERGENCY

WHEREAS, the City of Wilmington Sanitation Department submitted an application to the Clinton County Solid Waste District (CCSWD) for funds to assist with processing fees for the curbside recycling program; and

WHEREAS, CCSWD has accepted the application and has committed to provide assistance of \$5,000.00 in the form of a grant to the City of Wilmington Sanitation Department.

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

Section 1. That the Director of Public Service be, and hereby is, authorized on behalf of the City to execute documents and take other actions as necessary to accept and administer funds from the Clinton County Solid Waste District in the amount of five thousand dollars (\$5,000.00).

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 5th day of January 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 5th day of January 2023.

Mayor

ORDINANCE No. O-22-65

**AUTHORIZING THE GRANTING OF ACCESS EASEMENT IN THE
SOUTHWIND SUBDIVISION**

WHEREAS, the City of Wilmington (GRANTOR) is the Owner of a portion of unimproved dedicated right-of-way which provides road right-of-way and access to the public for the public roadway commonly referred to as Morris Avenue in the Southwind Subdivision; and

WHEREAS, Reece Alan Cosler and Sarah Lindsey Cosler (GRANTEES) are the owners of Parcel # 290260101000000 and do not currently have access to put in a driveway to said premises; and

WHEREAS, the City Council of the City of Wilmington has determined it is in the best interest of the City to grant a right twenty- (20-) foot-wide access easement within the unimproved dedicated right-of-way for construction of a residential driveway.

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

Section 1. That the City does hereby grant to the GRANTEE the right to access on that portion of city-owned real estate particularly described and identified in the Easement document, attached hereto and incorporated herein as “**Exhibit A.**”

Section 2. That the Mayor be and hereby is authorized on the behalf of the City to execute the Easement document, in substantially similar form as the agreement attached hereto and incorporated herein as “**Exhibit A.**”

Section 4. That this ordinance shall be in full force and effect from and after the earliest period allowed by law.

Passed this 5th day of January 2022.

President of Council

ATTEST:

Clerk of Council

Approved by me this 5th day of January 2022.

Mayor

EXHIBIT A

20 ft easement
aligned with 30 ft
existing pavement



EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, **City of Wilmington, Ohio**, whose address is 69 N. South Street, Wilmington, Ohio 45177, hereinafter are called “the **Grantor**”, is the owner of the following described real estate:

Situate in the City of Wilmington, Clinton County, Ohio and being part of Military Surveys 1338 and 2471 and more particularly described as follows:

Being known as the unimproved northern most one hundred fifty (150) feet at the end of the City of Wilmington’s right-of-way on Morris Avenue of Southwind Subdivision, Phase One, as recorded in Plat Book 7, Envelope 94A, 94B, and 95A of the official plat records of Clinton County, Ohio

PROPERTY ADDRESS: Being a 50’ Dedicated Right-of-Way Morris Avenue Wilmington, Ohio 45177

The above-described real estate is portion of unimproved dedicated right-of-way which provides road right-of-way and access to the public for the public roadway commonly referred to as Morris Avenue, Wilmington, Ohio and is not a parcel on the Clinton County, Ohio Tax Map Parcels.

WHEREAS, **Reece Alan Cosler and Sarah Lindsey Cosler**, husband and wife, hereinafter called “**Grantees**,” are the owners of the following described real estate:

Situate in the City of Wilmington, County of Clinton and State of Ohio, being a part of V.M.S. No. 2471 and V.M.S. No. 1338 and containing all that remains of an original 15.000 acres “Parcel One” (being 11.397 acres) and all that remains of an original 19.751 acres “Parcel Three” (being 10.802 acres) as conveyed to Holiday Homes, Inc. and recorded in Official Record 320, Page 96 of the Clinton County Recorder’s Office and being further bounded and described as follows:

Beginning at a 5/8" iron pin (set) marking the southwesterly corner of the westerly terminus of Taylor Drive, said iron pin being in the northerly line of Lot No. 36 of South Wind Subdivision, Phase One as recorded in Plat Book 7, Pages 94A through 95A of the Clinton County Recorder's Office and as conveyed to Frank W. Kendall and Mary Alice Kendall (O.R. 529, Page 470); thence with the northerly line of Lot No. 36 S 76° 45' 29" W a distance of 19.20 feet to a 5/8" iron pin (set); thence with the westerly line of Lot No. 36 S 13° 14' 31" E a distance of 90.15 feet to a 5/8" iron pin (set), said iron pin being in the northerly line of an original 80.13 acres "Parcel II" as conveyed to Meadow Brook Farms, LLC (O.R. 677, Page 53); thence with the northerly line of Meadow Brook Farms, LLC S 71° 55' 56" W a distance of 457.41 feet to a 1/2" iron pin (found), said iron pin being in the line between V.M.S. No. 2471 and V.M.S. No. 1338; thence continuing with a northerly line of Meadow Brook Farms, LLC N 88° 39' 19" W a distance of 846.92 feet to a 1/2" iron pin (found), said iron pin being a corner to an original 484.21 acres tract as conveyed to Raymond Cosler and June Cosler (D.B. 248, Page 357); thence with Cosler's line N 06° 00' 56" W, passing a 1/2" iron pin (found) marking a corner to the tracts of which this description is a part at 344.84 feet, a total distance of 828.27 feet to a 5/8" iron pin (found); thence continuing with Cosler's line N 85° 29' 43" E a distance of 851.72 feet to a 5/8" iron pin (set), said iron pin being the northwesterly corner of Lot No. 40 of the aforementioned South Wind Subdivision, Phase One; thence with a line of Lot No. 40 for the next four calls: (1) S 04° 30' 17" E a distance of 98.06 feet to a 5/8" iron pin (set); (2) S 40° 57' 24" W a distance of 130.84 feet to a 5/8" iron pin (set); (3) with a curve to the right having a radius of 175.03 feet, an arc length of 150.88 feet, and a chord which bears S 24° 20' 49" E a distance of 146.26 feet to a 5/8" iron pin (set); (4) N 76° 45' 29" E a distance of 431.42 feet to a 5/8" iron pin (set), said iron pin being the northwesterly corner of Lot No. 39 of South Wind Subdivision, Phase One as conveyed to Theresa L. Shelton (O.R. 403, Page 458); thence with the westerly line of Lot No. 39 S 13° 14' 31" E, passing a 5/8" iron pin (set) at 120.00 feet marking the northwesterly corner of the westerly terminus of Allison Avenue and continuing with the westerly terminus of Allison Avenue, a distance total of 170.00 feet to a 5/8" iron pin (set); thence with the southerly margin of Allison Avenue N 76° 45' 29" E a distance of 10.00 feet to a 5/8" iron pin (set), said iron pin being the northwesterly corner of Lot No. 38 of South Wind Subdivision, Phase One, as conveyed to Roger W. Doughman, Jr. (O.R. 435, Page 716); thence with the westerly line of Lot No. 38 S 13° 14' 31" E, passing a 5/8" iron pin (set) marking the southwesterly corner thereof at 120.00 feet and continuing with the westerly line of Lot No. 37 as conveyed to Robert N. Allen and Barbara E. Allen (O.R. 680, Page 59) and passing a 5/8" iron pin (set) marking the southwesterly corner thereof at 240.00 feet and continuing with the westerly terminus of the aforementioned Taylor Drive, a total distance of 290.00 feet to the beginning, containing 22.199 acres of land of which 5.923 acres are contained within V.M.S. No. 2471 and 16.276 acres are contained within V.M.S. No. 1338.

Subject to all legal easements and rights-of-way of record.

Bearings are based upon the record bearing (S 75° 45' 29" W) of the northerly line of the 15.000 acres tract as found in Official Record 320, Page 96.

Land surveyed in April, 2000, under the direction of Thomas E. Purtell, Registered Professional Surveyor No. 6519, the survey plat of which is referred to as Project No. S13-143 on file in the office of McCarty Associates, LLC, Hillsboro, Ohio.

PROPERTY ADDRESS: US 68, Wilmington, Ohio 45177

PARCEL NUMBER: 290260101000000

PRIOR RECORDING: Document Number 2022-00000079, Clinton County, Ohio Recorder's Office

WHEREAS, Grantor provides a twenty (20) foot wide easement for constructed residential driveway access purposes within the Grantors current dedicated fifty-foot (50) road right-of-way on the unimproved northern most one hundred fifty (150) feet stretch of Morris Avenue described above to provide access to Grantees real property described above further described in Exhibit A.

Whereas, the said Grantee, currently do not have access to put in driveway to said Grantee's Premises. Said Grantee desires a twenty (20) foot wide easement for constructed driveway access over said existing unimproved northern most one hundred fifty (150) feet section of Grantor's dedicated right-of-way providing access to Grantee's property along with another easement to be recorded simultaneously with this instrument.

Now, therefore, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the Grantees to the Grantor, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an easement for use of the existing dedicated right-of-way access controlled by Grantor for an easement for Grantee to place an easement for residential driveway access on real property. Said Grantee shall be responsible for the construction, maintenance, repair and replacement of the driveway for access. Said driveway access shall be of a solid, concrete, or asphalt surface and shall not be the permanent access with grass, dirt, gravel, or aggregate surface.

Grantor shall not be responsible for any repairs for said easement of infrastructure that is currently in place or may be in place. Grantor may, at Grantor's option utilize easement for any purposes currently provided by law or other recorded instrument. Grantees, their successors, heirs, and assigns may only utilize easement for driveway access.

The Grantor further grant to Grantee an easement to enter upon that portion of the above-described real estate owned by the Grantor as is necessary to conduct any repairs or maintenance to the driveway right-of-way located upon the Grantor's above-described real estate. Any cost of repair or damage to Grantor's above-described real property to repair or install driveway shall be paid by Grantee and should provide reasonable notification prior to repair or installation of new driveway, with the permission of the Grantor's or Grantor's successors in interest. Should a new driveway no longer be necessary, Grantees shall remove said driveway at Grantees or Grantees'

successors cost. However, the Grantor may waive said removal in writing for removal of said driveway on the Grantor's above-described real property.

By their acceptance and recording of this easement, the said Grantor and Grantees agree that Grantees shall be solely responsible for the cost of maintenance, repair and replacement of the existing or new driveway.

By their acceptance and recording of this easement, the said Grantee agrees to provide reasonable notice to Grantors prior to conducting any maintenance, repair, and replacement of the existing driveway located on the above-described Grantors' real estate.

Whereas, the terms and conditions of said easement shall run with the land for the above-described parcel.

Whereas, the said Grantees desire to utilize a right-of-way easement at the unimproved northern most one hundred fifty (150) feet of the dedicated road right-of-way of Morris Avenue, Wilmington, Ohio 45177 for the Grantor's real estate approximately twenty (20) feet to construct and maintain a driveway for access to Grantees' above described real estate and is illustrated in the attached "Exhibit A".

Whereas, the said Grantor states that the above reference right-of-way easement shall automatically terminate in the event that the City of Wilmington, its successors or assigns makes improvements to the aforementioned right-of-way.

To have and to hold said easement unto the said Grantees, for their personal use only, and this easement shall terminate if the driveway is no longer being utilized by Grantees for a period exceeding one year.

Whereas, the terms and conditions of said easement shall run with the land for both above-described parcels.

EXECUTED by the said **GRANTOR, City of Wilmington, Ohio**, by Mayor and authorized agent John Stanforth, as authorized agent, by the Wilmington City Council by resolution R-2022-_____ passed the _____ day of _____, 2022, hereinafter signed this _____ day of _____, 2022.

CITY OF WILMINGTON, OHIO

By: _____
John Stanforth, Mayor and Authorized Agent

STATE OF OHIO, COUNTY OF CLINTON, SS.

Before me, a Notary Public, in and for said County and State, personally came **City of Wilmington, Ohio**, by John Stanforth, Mayor and Authorized Agent, the **GRANTOR**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wilmington, Ohio, this _____ day of _____, 2022.

NOTARY PUBLIC

This instrument prepared by: PEELLE McCOY LAW OFFICES CO., L.P.A., Attorneys at Law,
Wilmington, OH 45177 (JDD)
No title search was request or performed

RESOLUTION NO. R-23-02

ADOPTING A REVISED CITY OF WILMINGTON PUBLIC RECORDS POLICY

WHEREAS, the City of Wilmington Public Records Policy provides a framework through which the City complies with the letter and spirit of Ohio's Public Records Act; and

WHEREAS, City Council last adopted a Public Records Policy by Resolution 2049 on September 20, 2007.

WHEREAS, Council wishes to adopt a revised City of Wilmington Public Records Policy, attached hereto and incorporated herein as **"Exhibit A."**

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

Section 1. That the City of Wilmington Public Records Policy attached hereto as **"Exhibit A,"** is hereby adopted.

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

Passed this 2nd day of February 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 2nd day of February 2023.

Mayor

City of Wilmington
Public Records Policy

Adopted: January 5, 2023
Resolution R-22-02

The City of Wilmington is committed to openness as a foundation for a better-informed citizenry, which leads to better government and better public policy. Consistent with the premise that government at all levels exists first and foremost to serve the interests of the people, it is the mission and intent of the City of Wilmington to at all times fully comply with and abide by both the spirit and the letter of Ohio's Public Records Act.

A copy of the most recent edition of the Ohio Sunshine Laws manual is available via the [Attorney General's website](#) for the purpose of keeping employees of the office and the public educated as to the office's obligations under the Ohio Public Records Act, Open Meetings Act, records retention laws, and Personal Information Systems Act. The Public Records Release Policy of the City of Wilmington does not supersede the Ohio Sunshine Laws and will always resort to following the laws first and foremost.

MANAGING RECORDS

All City of Wilmington records are subject to records retention schedules, which are updated regularly. The current retention schedules are available at City Hall, at a location readily available to the public, as required by §149.43(B)(2), Ohio Revised Code.

For a copy of our Public Records Policy please contact the Mayor's office. This schedule lists generally the types of records that are stored on a fixed medium (paper, computer, film, etc.) that are created, received, or sent under the jurisdiction of the City and document the organization, functions, policies, decisions, procedures, operations, or other activities of the City. The records maintained by the city and the ability to access them are means to provide trust between the public and the City.

1. Custodian of Public Records; When available

The Human Resources Director or designee is the official Public Records Custodian of all records which are centrally maintained by the City.

Department heads are the official custodians of all records maintained within their departments. Public records requests may be made directly to Department heads or through the Public Records Custodian.

Requests for records from the police department may be made directly to the police records clerk on the first floor of the City Building.

Public records requests will be accommodated during regular business hours when offices maintaining said records are open for business. Public records requests will not be accepted on weekends or holidays.

Section 1. Public records

Public records include the following: Any document – paper, electronic (including, but not limited to, e-mail), or other format – that is created or received by or comes under the jurisdiction of a public office that documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office. All records of the City of Wilmington are public unless they are specifically exempt from disclosure under the Ohio Revised Code or Federal law.

Section 1.1

It is the policy of the City of Wilmington that records will be organized and maintained so that they are readily available for inspection and copying.

Section 2. Record requests

Each request for public records should be evaluated for a response using the following guidelines:

Section 2.1

Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow the public office to identify, retrieve, and review the records. If it is not clear what records are being sought, the Public Records Custodian must contact the requester for clarification, and should assist the requestor in revising the request by informing the requestor of the manner in which the office keeps its records.

Section 2.2

The Public Records Custodian may ask the requester to put a verbal request in writing, may ask for the requester to give identifying information, or may inquire

about the intended use of the information; but a written request is not mandatory, identifying information is not required and the intended use does not have to be disclosed. However, providing such information would benefit the requester by enhancing the ability of the Public Records Custodian to identify, locate and deliver the public records requested. Some Departments have forms that the requester has the option of using in making the request.

Public records can be accessed by one of the following methods: a request to view public records in person; a request for copies of public records that the requester will personally pick up from the Public Records Custodian; or a request for copies of public records that the requester wants to have mailed or otherwise transmitted to the requester.

Public records must be made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. “Prompt” and “reasonable” consider the volume of records requested; the proximity of the location where the records are stored; and the necessity for any legal review of the records requested.

1. Request to view public records. The requester may make a request to view public records. The Public Records Custodian shall prepare the public records for inspection “promptly,” as required by the Ohio Revised Code. The actual time required to comply with the request may depend on the circumstances (such as the location of the records, the manner kept, or the volume of records requested).
2. Copies of public records. The requester may make a request to the Public Records Custodian to have copies of public records made.
3. Transmitting copies of public records. A requester may request that copies of public records be transmitted to him or her by U.S. Mail or by any other means of transmission that is available and is conducive to transmitting the public records. The cost of transmission must be paid by the requester before the public records will be provided. While the City is under no obligation to provide records in electronic format, it is the policy of the City to provide information to the public in the most practical and convenient manner, considering all of the circumstances. Therefore, if the City receives a request for information to be made available in an electronic format, such request will be forwarded to the Public Records Custodian for a

determination as to whether such information will be generated and released in an electronic format.

Section 2.3

Each request should be evaluated for an estimated length of time required to gather the records. Routine requests for records should be satisfied immediately if feasible to do so. Routine requests include, but are not limited to, meeting minutes (both in draft and final form), budgets, salary information, forms and applications, personnel rosters, etc. If fewer than 20 pages of copies are requested or if the records are readily available in an electronic format that can be e-mailed or downloaded easily, these should be made as quickly as the equipment allows.

Section 2.4

All requests for public records will be acknowledged by the public office within three business days following the office's receipt of the request if there is contact information provided. Copies will be made available by the Public Records Custodian or Alternate "within a reasonable time," as required by the Ohio Revised Code. The time for compliance will depend upon the availability of records and the volume of records requested. If a request is deemed significantly beyond "routine," such as the volume of records requested; the proximity of the location where the records are stored; and the necessity for any legal review of the records requested, the acknowledgement will include the applicable cause for the extended fulfillment time.

Section 2.5

Any denial of public records requested must include an explanation, including legal authority. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority.

Section 3. Fees and Payment

Those seeking public records will be charged only the actual cost of making copies or printing pictures and shall also pay the market cost (e.g. postage) of delivery and other supplies used in mailing, delivery or transmission of the public record. Payment for public records requests may be required prior to the actual copying or printing of records.

Copies made on letter or legal-size paper are \$0.05 per page. If the Public

Records Custodian uses an outside copying service to make the copies, the requester will be required to pay the cost of the entire copying job, as billed by the copying service. Copies that are requested in some format other than normal letter or legal paper will be “at cost,” without considering employee time spent preparing the copies. (For example, public records in electronic format placed on a CD will be assessed the cost of the CD, plus the cost, if any, of creating the electronic copies.)

Public records will only be copied by the Public Records Custodian or other authorized officers, employees, or representatives. The Public Records Custodian may use an outside copying service to make the copies, at the Public Records Custodian’s discretion. Under no circumstances will the requester be permitted to make the copies himself or herself. The manner of copying is at the discretion of the Public Records Custodian. Requests to copy a certain number of public records on a given page, by “reducing” copy size or otherwise, may be met at the discretion of the Public Records Custodian.

Individual departments may adopt a policy that if fewer than 10 pages of copies are requested, no fee will be charged. All requests exceeding 10 pages will be charged a fee of \$0.05 per page for all pages copied. No receipt will be required to be issued for payments received of less than \$1.00.

Ohio law may provide for specific fees to be charged for certain records (e.g. police accident reports \$4.00 each, with photographs at an additional cost, pursuant to R.C. §5502.12).

Section 4. Denial of a Public Records Request

Under certain circumstances, records are not defined as “public records” under Ohio law or are exempt from disclosure under federal law. In these situations, the public record request will be denied on that basis. The Ohio Revised Code requires that any denial be supported by legal authority. A denial that is responding to a written public records request will also be given in writing. Written reasons for denial will not be required for verbal public records requests. Any denial of public records requested must include an explanation, including legal authority. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority, unless federal or state law authorized or requires the redaction.

The Ohio Revised Code regards certain actions as being “denials” of public record requests. These situations are handled as follows:

1. Redaction. The Ohio Revised Code defines a “redaction” as “obscuring or deleting any information that is exempt from the duty to permit public inspection or copying from an item that otherwise meets the definition of a ‘record’ in section 149.011 of the Revised Code.” Examples of redaction are “blacking out” or “whiting out” or “cutting out” portions of a document.

When a public record contains information that is not within the definition of a “public record” as defined by law, or is exempt by law, the Public Records Custodian will make available that portion of the public record that does meet the definition of a “public record.” The Public Records Custodian shall make a copy of the public record, perform the redaction, then make a copy of that sheet and make the second copy available to the requester. The requester will not be charged for the first copy made. If practical, the first copy will be retained by the Public Records Custodian.

2. Requests that are ambiguous, overly broad, or are difficult to identify the public records requested. At times, a requester may make a public records request from which the Public Records Custodian cannot determine which public records are being sought. In such circumstances, the Public Records Custodian will inform the requester that the public records request is denied but will give the requester an opportunity to more accurately describe the public records sought. If the requester is seeking public records organized in a certain way, but the public records are not organized in that way, the Public Records Custodian will inform the requester of the manner that the public records of the office under discussion are maintained and accessed. The requester may then submit a public records request that more accurately reflects the actual organization of the public records sought.

Section 5. Compliance

The Public Records Custodian reserves the right to consult with legal counsel prior to the release of any public records. This is to allow the City to comply with laws regarding the release of certain records.

Section 6. Failure to respond to a public records request

The City of Wilmington recognizes the legal and non-legal consequences of failure to properly respond to a public records request. A public office’s failure to

comply with a request may result in remedies and damages according to R.C. 149.43.

END OF POLICY

RESOLUTION NO. R-23-03

A RESOLUTION AUTHORIZING THE RELEASE OF A CERTAIN MORTGAGE ENCUMBERING CERTAIN REAL PROPERTY IN THE CITY OF WILMINGTON, OHIO; AND DECLARING AN EMERGENCY

WHEREAS, the City Of Wilmington currently holds an outstanding mortgage on certain real property located in the City of Wilmington, generally known as 23 S. South Street; and

WHEREAS, the terms of the mortgage have not fully been satisfied; and

WHEREAS, the City of Wilmington, however, desires to release said mortgage contingent upon the simultaneous release of all IRS liens, attached hereto as “**Exhibit B,**” as it pertains to the certain real property to ensure a future owners/developers receive the property free and clear of any known encumbrances and may begin the renovations of said property which is an integral piece of the fabric of downtown Wilmington; and

WHEREAS, despite the release of the unsatisfied mortgage, releasing the same is in the best interest of the City of Wilmington

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

Section 1. That the Mayor or authorized agent or law director for the City of Wilmington is hereby authorized to execute any document, waiver, judgment entry, agreement or otherwise, necessary to effectuate the release of the attached mortgage (“**Exhibit A,**” incorporated herein by reference) for the property located at 23 S. South Street contingent upon the simultaneous release of all IRS liens attached hereto as it pertains to the property at 23 S. South Street, Wilmington, Ohio 45177.

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

Passed this 5th day of January 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 5th day of January 2023.

Mayor

For Subordination
See OR Vol. 464 pg. 139
Recorded Dec. 17, 2002
Sandra K. Wilt, Recorder
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Exhibit A
Resolution R-23-03

VOL 0239 PAGE 314

[Space Above This Line For Recording Data]

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 10, 1997. The mortgagor is Maurice Henry, an unmarried man. ("Borrower"). This Security Instrument is given to The City of Wilmington, Ohio, a municipal corporation, which is organized and existing under the laws of the State of Ohio, and whose address is 69 N. South Street, Wilmington, Ohio 45177. ("Lender"). Borrower owes Lender the principal sum of TWENTY-SEVEN THOUSAND DOLLARS Dollars (U.S. \$ 27,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 10, 2007. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in City of Wilmington, Clinton County, Ohio:

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

which has the address of 995 Rovente Avenue Wilmington
[Street] [City]
Ohio 45177 ("Property Address");
[Zip Code]

OHIO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3036 9/96 (page 1 of 6 pages)

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-OH 2/5/91



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance

coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ Other(s) [specify]

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider

- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Linda S. Eichelberger
Linda S. Eichelberger

Maurice Henry (Seal)
Maurice Henry -Borrower

Social Security Number [REDACTED]

Judy A. Gano
Judy A. Gano

(Seal)
-Borrower

Social Security Number

[Space Below This Line For Acknowledgment]

STATE OF OHIO

County of Clinton

The foregoing instrument was acknowledged before me this 10th day of September, 1997,
by Maurice Henry

Judy A. Gano
[Notary Public]

JUDY A. GANO
ATTORNEY AT LAW

Notary Public, State of Ohio Rank

My Commission Has No Expiration Date.

Section 147.03 R. C.

[Serial Number (if any)]

This instrument prepared by:
Judy A. Gano, Director of Law
Wilmington, Ohio

"EXHIBIT A"

Situate in the City of Wilmington, County of Clinton and State of Ohio, being a part of Lot No. 56 as said lot is known and designated on the Original Town Plat of said City and bounded and described as follows:

Commencing at a notch in concrete (set) at the intersection of the Southerly margin of Main Street with the Westerly margin of South Street at the Northeasterly corner of the aforesaid Lot No. 56; thence with the Westerly margin of South Street and with the Easterly line of said Lot No. 56 S 1° 32' 04" W 60.25 feet to a notch (set) at the point of beginning for the herein described tract:

Running thence, from said point of beginning, with the Westerly margin of South Street and with the Easterly line of said Lot No. 56 S 1° 32' 04" W 72.72 feet to a notch in concrete (set); thence with the lines of the herein Grantor's lands on the following courses: (1) N 89° 00' 00" W 49.50 feet to a point; (2) N 1° 32' 04" E 72.72 feet to a point; (3) S 89° 00' 00" E 49.50 feet to the point of beginning, containing Eighty Three Thousandths (0.083) of an Acre. Subject to all easements of record.

This description is the result of a new survey made under the direction of Richard D. Roll, Registered Surveyor No. 4957, by CLINCO, Engineers and Surveyors, Wilmington, Ohio, in June, 1993, as recorded in Volume 24, Plat No. 77, of the Clinton County Engineers Record of Land Division. The bearings in this description were derived from the survey of the 0.357 Acre Tract as recorded in Volume 18, Plat No. 45, of said Record of Land Division.

DEED REFERENCE:

054577
INDEXED
RECEIVED FOR RECORD
RECORDED Sept. 10
BOOK NO. 239 PAGE 314
97 SEP 10 AM 11:33
FILE # 34 00
SANDRA K. WILT
RECORDER
CLINTON COUNTY OHIO

Exhibit B

1. Federal Tax Lien found of record in Volume 1002, Page 398, Official Records, Clinton County, Ohio, in the amount of \$48,594.84.
2. Federal Tax Lien found of record in Volume 1002, Page 399, Official Records, Clinton County, Ohio, in the amount of \$22,841.00.
3. Federal Tax Lien, Document #2020-00005824, Clinton County Recorder's Office, in the amount of \$16,188.85.

ORDINANCE NO. O-23-01

**AMENDING ORDINANCE NO. O-22-08 TO INCREASE WAGES UNDER THE
EMPLOYEE PAY PLAN FOR CALENDAR YEAR 2023, AND DECLARING AN
EMERGENCY**

WHEREAS, in March 2022 an additional 2% cost-of-living increase was implemented for the remainder of the year 2022 in ordinance number O-22-08.

WHEREAS, due to unexpected job-market wage growth, recruitment competition, improving economic conditions and a general appreciation for the outstanding service provided by the non-bargaining employees, the City of Wilmington desires to provide a 2% cost-of-living increase to all non-bargaining employees for the City of Wilmington for calendar year 2023.

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

Section 1. That Ordinance No. O-22-08 be, and the same hereby is, amended with respect to the non-bargaining employees pay plan therein provided, by generally increasing the hourly and annual wages paid under steps A, B, C, D, E, E+1 through E+10 therein provided in each of the various ranges, by the amount of two percent (2%), effective the first day of the pay period following the passage of this ordinance.

Section 2. That all actual adjustments and corrections are set forth on Exhibit A, which is attached hereto and incorporated herein by reference.

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 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 the desire to adhere to deadlines, and accordingly, shall be in full force and effect immediately upon its passage.

Passed: February 2, 2023

President of Council

Attest:

Clerk of Council

Approved: February 2, 2023

Mayor

Exhibit A
Ordinance O-23-01

PROPOSED 2023 WITH 2% INCREASE 01.18.22 - DONYEL RILEY	A	B	C	D	E	E+1	E+2	E+3	E+4	E+5	E+6	E+7	E+8	E+9	E+10
RANGE 1	12.79	13.43	14.10	14.80	15.54	15.62	15.70	15.78	15.86	15.94	16.02	16.10	16.18	16.26	16.34
RANGE 2	13.43	14.10	14.80	15.54	16.32	16.40	16.48	16.57	16.65	16.73	16.82	16.90	16.98	17.07	17.16
RANGE 3	14.10	14.80	15.54	16.32	17.14	17.22	17.31	17.39	17.48	17.57	17.66	17.75	17.83	17.92	18.01
RANGE 4	14.80	15.54	16.32	17.14	17.99	18.08	18.17	18.26	18.36	18.45	18.54	18.63	18.73	18.82	18.91
RANGE 5	15.54	16.32	17.14	17.99	18.89	18.99	19.08	19.18	19.27	19.37	19.47	19.56	19.66	19.76	19.86
RANGE 6	16.32	17.14	17.99	18.89	19.84	19.94	20.04	20.14	20.24	20.34	20.44	20.54	20.65	20.75	20.85
RANGE 7	17.14	17.99	18.89	19.84	20.83	20.93	21.04	21.14	21.25	21.36	21.46	21.57	21.68	21.79	21.89
RANGE 8	17.99	18.89	19.84	20.83	21.87	21.98	22.09	22.20	22.31	22.42	22.54	22.65	22.76	22.88	22.99
RANGE 9	18.89	19.84	20.83	21.87	22.96	23.08	23.19	23.31	23.43	23.54	23.66	23.78	23.90	24.02	24.14
RANGE 10	19.84	20.83	21.87	22.96	24.11	24.23	24.35	24.48	24.60	24.72	24.85	24.97	25.09	25.22	25.35
RANGE 11	20.83	21.87	22.96	24.11	25.32	25.45	25.57	25.70	25.83	25.96	26.09	26.22	26.35	26.48	26.61
RANGE 12	21.87	22.96	24.11	25.32	26.58	26.72	26.85	26.99	27.12	27.26	27.39	27.53	27.67	27.80	27.94
RANGE 13	22.96	24.11	25.32	26.58	27.91	28.05	28.19	28.33	28.48	28.62	28.76	28.91	29.05	29.20	29.34
RANGE 14	24.11	25.32	26.58	27.91	29.31	29.46	29.60	29.75	29.90	30.05	30.20	30.35	30.50	30.65	30.81
RANGE 15	25.32	26.58	27.91	29.31	30.77	30.93	31.08	31.24	31.39	31.55	31.71	31.87	32.03	32.19	32.35
RANGE 16	26.58	27.91	29.31	30.77	32.31	32.48	32.64	32.80	32.96	33.13	33.30	33.46	33.63	33.80	33.97
RANGE 17	27.91	29.31	30.77	32.31	33.93	34.10	34.27	34.44	34.61	34.79	34.96	35.13	35.31	35.49	35.66
RANGE 18	29.31	30.77	32.31	33.93	35.63	35.80	35.98	36.16	36.34	36.53	36.71	36.89	37.08	37.26	37.45
RANGE 19	30.77	32.31	33.93	35.63	37.41	37.59	37.78	37.97	38.16	38.35	38.54	38.74	38.93	39.12	39.32
RANGE 20	32.31	33.93	35.63	37.41	39.28	39.47	39.67	39.87	40.07	40.27	40.47	40.67	40.88	41.08	41.29
RANGE 21	33.93	35.63	37.41	39.28	41.24	41.45	41.65	41.86	42.07	42.28	42.49	42.71	42.92	43.13	43.35
RANGE 22	35.63	37.41	39.28	41.24	43.30	43.52	43.74	43.96	44.18	44.40	44.62	44.84	45.07	45.29	45.52
RANGE 23	37.41	39.28	41.24	43.30	45.47	45.70	45.92	46.15	46.38	46.62	46.85	47.08	47.32	47.56	47.79
RANGE 24	39.28	41.24	43.30	45.47	47.74	47.98	48.22	48.46	48.70	48.95	49.19	49.44	49.69	49.93	50.18
RANGE 25	41.24	43.30	45.47	47.74	50.13	50.38	50.63	50.88	51.14	51.39	51.65	51.91	52.17	52.43	52.69
RANGE 26	43.30	45.47	47.74	50.13	52.64	52.90	53.16	53.43	53.70	53.96	54.23	54.51	54.78	55.05	55.33
RANGE 27	45.47	47.74	50.13	52.64	55.27	55.54	55.82	56.10	56.38	56.66	56.95	57.23	57.52	57.80	58.09
RANGE 28	47.74	50.13	52.64	55.27	58.03	58.32	58.61	58.91	59.20	59.50	59.79	60.09	60.39	60.69	61.00
RANGE 29	50.13	52.64	55.27	58.03	60.93	61.24	61.54	61.85	62.16	62.47	62.78	63.10	63.41	63.73	64.05
RANGE 30	52.64	55.27	58.03	60.93	63.98	64.30	64.62	64.94	65.27	65.59	65.92	66.25	66.58	66.92	67.25

POLICE AND FIRE PROBATIONARY PLAN

RANGE 1	17.61	18.49	19.41	20.38	21.40
(2912 RATE)	12.58	13.20	13.86	14.56	15.29
RANGE 2	19.30	20.27	21.28	22.35	23.46
(2912 RATE)	13.79	14.48	15.20	15.96	16.76
RANGE 3	21.03	22.08	23.19	24.35	25.57
(2912 RATE)	15.02	15.77	16.56	17.39	18.26
RANGE 4	23.06	24.21	25.42	26.69	28.03
(2912 RATE)	16.47	17.30	18.16	19.07	20.02