

ORDINANCE NO. O-23-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CLINTON COUNTY COMMISSIONERS FOR THE ADMINISTRATION OF THE PY2023 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) GRANT PROGRAM (IF FUNDED); AND DECLARING AN EMERGENCY

WHEREAS, the City of Wilmington, Ohio, desires to enter into a partnership agreement with the Clinton County Commissioners for the administration of the PY2023 Community Housing Impact and Preservation (CHIP) program (if funded) for the City of Wilmington, Ohio whereby the City of Wilmington will be the Partner and Clinton County will be the Grantee of the Partnership; and

WHEREAS, this ordinance authorizes the Mayor to enter into the attached agreement with the Clinton County Commissioners and authorizes the Commissioners to submit the 2023 CHIP Application on behalf of the City; and

WHEREAS, as the application is due by June 21, 2023, this Ordinance is deemed to be an Emergency.

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

Section 1. That the Mayor is authorized to enter into a partnership agreement (attached as “**Exhibit A**”) on behalf of the City of Wilmington and the Clinton County Commissioners to submit the application for 2023 CHIP. The City of Wilmington will be the Partner, Clinton County will be the Grantee. The Grantee shall be solely responsible for administration, regulatory compliance, fiscal operations and all the terms of the grant agreement.

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 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 necessity to adhere to project timelines, and accordingly, shall be in full force and effect immediately upon its passage.

Passed this 18th day of May 2023

President of Council

ATTEST:

Clerk of Council

Approved by me this 18th day of May 2023

Mayor

Partnership Agreement

Between

Clinton County and City of Wilmington

for the Application and Administration of the PY 2023 Community Housing Impact and Preservation Program.
(CHIP)

THIS AGREEMENT is entered into effective the ____ day of _____, 2023 by and between Clinton County (herein called the "Grantee") and the City of Wilmington (herein called "Partner") to undertake the Community Housing Impact and Preservation (CHIP) Program as approved by the State of Ohio, Department of Development, Office of Community Development (OCD).

WHEREAS, Grantee, in conjunction with the Partner, is applying for Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Department of Development, Office of Community Development(OCD) and

WHEREAS, Grantee and Partner wish to set forth the responsibilities and obligations of each in administering the grant, if funded, utilizing the State's CDBG, HOME and Ohio Housing Trust Fund (OHTF) funds; and

WHEREAS, Grantee and Partner understand this agreement is contingent on PY 2023 CHIP funding from the State of Ohio, Development Services Agency, Office Of Community Development (OCD); and

WHEREAS, the Grantee has hired an administrative consultant and those services are detailed in a administrative services agreement; and

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out. The Grantee nor the Partner cannot terminate or withdraw from the partnership agreement while it remains in effect;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF PROJECT.

A. Activities.

The Grantee, Partner, and the administrative consultant(s) shall undertake and complete the activities as set forth in CHIP Application and the Attachment A of the CHIP Grant Agreement from OCD (herein called "Attachment A"), provided when funded by OCD. Both the Application and Attachment A provides a description of each activity including the amounts to be provided and the services to be performed. The location of the activities, and any particular identifying attributes of the activities.

PY 2023 Eligible Activities are limited to:

Rehabilitation Assistance

- Owner Rehabilitation
- Rental Rehabilitation

Repair Assistance (capped at 30% of the total grant request)

- Owner Home Repair

- Rental Home Repair

Accommodations will be made in the application to fund more expensive septic systems without jeopardizing the cost effectiveness score.

Homeownership Assistance

- Homeownership (Down Payment Assistance/Rehabilitation or Down Payment Assistance only)

Tenant-Based Rental Assistance

Administration

Fair Housing (*a required activity for all grants*)

B. National Objectives.

All activities funded with CHIP funds must meet the CHIP income eligibility requirement to benefit the low- and moderate-income persons.

The Grantee, Partner, and the administrative consultant certifies that the activity(ies) carried out under this Agreement will meet the CHIP income eligibility requirements. All client households will be certified to meet the HUD approved method 24 CFR Part 5 Annual Income (aka Section 8 Method).

II. SCOPE OF SERVICES.

A. General Administration.

The Administrative Consultant for the Grantee and Partner will be responsible for the general administration of the CHIP Program activities set forth in the CHIP Application and OCD grant agreement in a manner satisfactory to Grantee and Partner and consistent with the standards set forth in the Grantee's Policy and Procedure Manual that has been reviewed and approved by OCD.

B. Levels of Accomplishment – Goals and Performance Measures.

The Grantee and the Partner shall be responsible to accomplish the levels of performance as set forth in the CHIP Application and Attachment A and report such measures as units completed and persons or households assisted. Partner shall also include time frames for performance to the Grantee and other information as requested.

C. Staffing.

The Grantee and the Partner shall ensure adequate and appropriate staffing to complete the budgeted activities in the CHIP Application. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Partner shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Partner and the Administrative Consultant are an independent contractor, and will only be paid for services rendered per a contract.

Any changes in the Key Personnel assigned, or administering agency, or their general responsibilities under this project are subject to the prior approval of Grantee.

D. Duties of the Grantee.

- Oversight of the Partner and Administering Consultant
- Approve Policy and Procedure Manual Updates
- Approve Program amendments
- Monitor Financial Reports
- Monitor Performance Reports
- Oversight of Financial Management

Duties of the Grantee's Administering Consultant

- Grant Application Preparation and submittal
- Policy and Procedure Manual Updates
- Prepare and submit program amendments, as needed
- Conduct Environmental Review-Tier 1 and Release of Funds
- Conduct Environmental Review Record Tier 2 – OHPO Coordination, Floodplain Management, etc. for Projects in the County
- Public Relations/Marketing
- Perform Quality Control
- Coordinate with Local Agencies (Habitat, Metropolitan Housing Authority, Community Action, etc)
- Responsible for Contractor Certification
- Contract Management for Consultant/Subcontractors
 - Daily Project Management for Project in the County
 - Client intake/determine eligibility
 - Maintain files
 - Conduct pre-construction conferences
 - Determine appropriate client assistance level
 - Document preparation
 - Serve as liaison between contractor and homeowner
 - Perform clerical duties
 - Maintains priority ranking & waiting lists
 - Oversees contractor procurement
- Overall Financial Management
 - Responsible for overall grant finances
 - Responsible for providing necessary information for preparation of drawdown requests.
 - Responsible for providing necessary information for preparation of purchase orders & contractor pay requests
 - Responsible for preparation of performance reports
- Homebuyer Education for Homeownership Projects
- Inspections and Field Construction Management
 - Verifies required RRS tests
 - Assignment/completion of duties for inspection/construction management staff
 - Perform initial inspections
 - Perform interim inspections
 - Perform final inspections
 - Prepares scope of work/specifications for bidding
 - Oversees contractor procurement
 - Conduct contractor pre-bid meeting
 - Conduct contractor negotiations for single bidders

- Provide cost estimates
- Prepare necessary punch lists
- Approves change orders
- Approves contractor payments
- Perform lead risk assessments, or sub-contract the risk assessments
- Prepare lead related specifications
- Perform lead clearance testing
- Financial Management
 - Overall grant finances
 - Responsible for preparation and submission of drawdown requests.
 - Preparation and processing of purchase orders & contractor pay requests
- Fair Housing Coordination & Trainings
 - Responsible for receiving and referring fair housing complaints/questions
 - Responsible for providing tenant/landlord information
- Post-Grant Management
 - Maintain records/prepare mortgage releases
 - Conflict resolution
 - Manage Program Income

E. Duties of the Partner

- Monitor Financial Reports
- Monitor Performance Reports

F. Performance Monitoring.

Grantee will monitor the performance of the Partner against goals and performance standards as stated above. Partner shall provide Grantee all necessary reporting information as required by OCD in the administration and review of the grant. Furthermore, the administrating agencies shall complete and submit to the Grantee and Partner detailed, quarterly finance reports that show current financial status and commitments of the CHIP.

III. TIME OF PERFORMANCE

The Grantee and Partner will work together to assist in the planning process for the CHIP Application. Furthermore, work together to develop the CHIP Application. The Application shall be submitted by the Administrative Consultant and/or the Grantee by the application deadline on June 21, 2023.

Activities of the Partner shall start when a grant agreement is issued by OCD to the Grantee, and the Grantee issues a notice to proceed to the Partner.

Grant Agreement Start Date:	December 1, 2023
Work Completion Date:	February 28, 2026
Final Draw Date:	March 31, 2026
Final Completion/Close Out:	April 30, 2026

Grantee and the Partner will proceed forward with the Budgeted amounts as set by the OCD Application Guidelines, Grant Ceiling amounts, also outlined in the next section IV. Budget. However, regular reviews of the Grantee and Partner's performance will be made. If the Grantee or Partner are not successful in

expending the funds Budgeted for their Community in a timely manner, a revised budget will be implemented. If 80% of the party’s funds are not committed by March 2025, a revised plan for immediate commitment and expenditure shall be put in place by the Grantee and the Partner.

Given the competitive nature of the grant, all Projects must be completed within the Project Period. Any Projects not completed as described may be subject to immediate recapture or reallocation.

IV. BUDGET

CHIP shall be used solely for the stated purposes set forth in this Agreement, the CHIP Application and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by OCD, evidencing the costs incurred. No interest shall be earned on any money from OCD or the Grantee. If the CHIP Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the CHIP Funds exceeds the eligible costs of the Project(s), funds would be due back to the State of Ohio, OCD. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

Project costs shall be paid in accordance with the budget allocations outlined in the Grant Agreement Attachment A, provided to the Grantee from the State of Ohio when funded. All costs incurred must be fully documented. In addition, Grantee may require additional detail budget breakdown. Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any amendments to the budget must be approved in writing by both Grantee and Partner and be in accordance with Grantee’s Agreement with OCD.

Grantee and the Partner will proceed forward with the Budgeted amounts as set by the OCD Application Guidelines, Grant Ceiling amounts:

GRANT CEILING

Through a competitive application process, jurisdictions may apply for a maximum award as follows:

	MAXIMUM AWARD	
	OPTION 1	OPTION 2
County	\$ 300,000	\$ 400,000
City with a population of at least 15,000	\$ 250,000	\$ 350,000
City with a population between 5,000 and 14,999	\$ 200,000	\$ 300,000

Regardless of the number of communities in the partnership, the maximum grant request cannot exceed \$1.6 million.

This is a budget and projection of funding. It is NOT a guarantee of funding to the partner’s eligible jurisdiction. Upon completion of the planning process, an activity budget will be approved by each partner and become an addendum to this partnership agreement.

In March 2025, if 80% of each of the partner's budgeted funds has not been committed, a "re-organization" of the uncommitted funds will take place. The uncommitted funds will be committed immediately by whichever partner can utilize them immediately to allow for completion of the work by the PY 2023 grant milestone deadlines.

See Time of Performance for adjustments from this Budget.

Activity Budget: The Grantee and Partner will each approve their activity budget for their respective portion of the CHIP Grant. The Grantee and Partner shall approval the activity budget prior to grant application completion. Upon the approval by each, the Partnership Structure Narrative will be developed and will detail the overall grant budget. The Narrative will further detail the Grantee and Partner activity budgets and outcomes. This Narrative will be Attachment A of this Partnership Agreement.

V. PAYMENT

Grantee shall provide CHIP Funds in an amount not to exceed Budgeted amounts set forth by OCD for the sole and express purpose of undertaking the Projects specified in Attachment A for the Partner community. This could include an addendum with the partner once final funding is allocated by OCD and will reflect the amount of work that will actually be done by the Partner. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the CHIP Funds allocated to the Partner or as amended. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified Attachment A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section Attachment A and in accordance with performance.

CHIP Funds shall be deposited and maintained in a separate fund account upon the books and records of the Grantee only. All invoices will be paid from the Grantee directly, and all financial record keeping, set-ups, and draws will be completed by the Grantee.

Payment of the CHIP Funds shall be made upon the timely submission to Grantee of a "Request for Payment and Status of Funds Report." Grantee reserves the right to suspend payments should the Partner fail to provide required reports in a timely and adequate fashion or if Partner fails to meet other terms and conditions of this Agreement.

The Partner shall keep all records required for the performance of the grant it is operating, in accordance with the CHIP guidelines. (such as CHIP inspections, write ups, client information) .

VI. NOTICES

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Clinton County Commissioners
Grantee

Clinton County Administrative Campus
1850 Davids Drive, Suite 208
Wilmington, Ohio 45177
Phone# (937) 382-2103
commission@clintoncountyohio.us

Partner

The City of Wilmington
Partner

69 North South Street
Room 280
Wilmington, Ohio 45177
Phone# (937) 382-5458
mayor@wilmingtonoh.org

VII. **REPORTING AND COMPLIANCE**

A. **Reporting Requirements**

Partner shall submit to Grantee the reports as required by the OCD. All records of Partner pertinent to the activities undertaken as part of this Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506 and the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. All activities funded with HOME funds and undertaken as part of this Agreement shall be maintained in accordance with 24 CFR 92. Additionally, all activities funded with Ohio Housing Trust Funds (OHTF) and undertaken as part of this agreement shall be maintained in accordance with ORC 174.02

B. **Records, Access and Maintenance**

Partner shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by Grantee, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantee with respect to any questioned costs, audit disallowance's, litigation or dispute between OCD and Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason Grantee shall require a review of the records related to the Project(s), Partner shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

C. **Inspections**

At any time during normal business hours upon three (3) days prior written notice and as often as Grantee may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Partners shall make available to Grantee, for examination, and to OCD, and appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantee to audit, examine and make excerpts or transcripts from such records.

D. **Audits**

CHIP Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Partner must follow the guidelines provided in the Office of Community Development (OCD) Financial Management

Rules and Regulations Handbook. An audited Grantee and or Partner shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period.

E. Use of Federal Grant Funds

Partner acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to OCD for the purposes of performing the work and activities as listed in Attachment A. Partner shall fully reimburse Grantee for any cost of the Partner which is disallowed by any federal agency and which must be refunded thereto by Grantee and OCD.

F. Contractor Compliance

The Grantee will assure any contractors working with the CHIP Program will register in the partner's jurisdiction, as well as, comply with all ordinances and regulations.

VIII. SPECIAL CONDITIONS

PROGRAM INCOME: The Program Income recaptured by the Grantee from projects within the Partner's jurisdiction shall be forwarded to the Partner's Finance Department to be deposited in the Partner's Program Income Account. The Partner will comply with all applicable regulations in utilizing the Program Income Funds.

IX. GENERAL CONDITIONS

A. General Compliance.

Partner agrees to comply with the requirements of Housing and Economic recovery Act of 2008 and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG including subpart K of these regulations, except that Partner does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604. Partner also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. Adherence to State and Federal Laws, Regulations

Ethics In accordance with Executive Order 2007-01S, Partner, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Partner understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

C. Outstanding Liabilities

Partner represents and warrants that it does not owe: (1) any delinquent taxes to the Grantee, the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

D. Falsification of Information

Partner represents and warrants that it has made no false statements to the Grantee in the process of obtaining this award of the CHIP Funds.

F. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization

If applicable, the Partner must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>

G. Equal Employment Opportunity

Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

H. Prevailing Wage Rates and Labor Standards - Not applicable.

Note: Prevailing Wages are not applicable due to CHIP being a single-family dwelling program and all projects are bid separately. Multi-family dwelling are not eligible for the program.

I. Procurement

(1) Compliance Partner shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

(2) OMB Standards Unless specified otherwise within this Agreement, the Partner shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 or 24 CFR 85.36.

(3) Travel Partner shall obtain written approval from Grantee for any travel outside the metropolitan area for which CHIP Funds are provided under this Agreement. All travel costs reimbursed with CHIP Funds shall be at the rates allowed under Partner's HUD-approved travel rules.

(4) Use and Reversion of Assets The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 or 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

(5) Subcontracts Partner will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency. Partner will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations

(6) Conflict of Interest No personnel of Partner, any subcontractor of Partner, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantee in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantee determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

J. Environmental Requirements

Partner agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. Partner also shall comply with the Historic Preservation requirements of National Historic Preservation Act of 1966 and HUD Lead-Based Paint Regulation at CFR 570.608 and 24 CFR Part 35, Subpart B.

K. Relocation

Partner agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] Partner shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Partner also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

L. Liability

Partner shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, or damage to property (including property of Grantee) caused by the negligent acts or omissions, or negligent conduct of Partner, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

M. Source and Availability of CHIP Funds

Partner acknowledges that the source of the CHIP Funds is the State of Ohio, CDBG, HOME and Ohio Housing Trust Fund (OHTF) funds managed by a Grant Agreement between the Grantee and OCD. Grantee shall have the responsibility to pay all invoices. The Grantee shall not advance any funds to the Partner. Furthermore, the Grantee shall not pay the Partner with any funds, other than administration, for the CHIP projects.

N. Grantee Recognition

Partner shall insure recognition of the role of Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Partner will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

O. Termination Procedure

The Grantee, nor the Partner, may terminate or withdraw the partnership agreement while it remains in effect.

X. MISCELLANEOUS

A. Governing Law

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

B. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Clinton County, and the parties agree that venue in such courts is appropriate.

C. Entire Agreement

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

If the Partner is not the party performing a task described above, does not implement that portion of the grant, and if the task is the responsibility of the Grantee (or their administrative consultant), the Partner will not be held responsible as it would not apply.

D. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

E. Amendments or Modifications

Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

F. Pronouns

The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

G. Headings

Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

H. Assignment

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Partner without the prior express written consent of the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

PARTNER:

GRANTEE:

City of Wilmington

Clinton County Commissioners

Name: _____ Name: _____
Mayor Commissioner

Name: _____
Commissioner

Name: _____
Commissioner

Date: _____ Date: _____

Approved to Form:

City of Wilmington Law Director:

Clinton County Prosecutor:

Name: _____ Name: _____

Date: _____ Date: _____

RESOLUTION NO. R-23-22

AUTHORIZING ADVERTISING FOR BIDS FOR THE DAVIDS DRIVE RECONSTRUCTION - PHASE II PROJECT; AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO CONTRACT WITH THE LOWEST AND BEST BIDDER; AUTHORIZING EXPENDITURE OF FUNDS FOR SAME; AND DECLARING AN EMERGENCY

WHEREAS, the City of Wilmington desires to construct Phase II of the Davids Drive Reconstruction Project; and

WHEREAS, the project is ready for the advertising for bids for these improvements and for beginning construction of the same

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 he hereby is, authorized to advertise for bids for the Davids Drive Reconstruction – Phase II Project.

Section 1. That the Director of Public Service is hereby authorized, upon approval of the Board of Control, to enter into contract with the lowest and best bidder for said project.

Section 2. That the Wilmington City Council authorizes the expenditures of funds in support of construction of the Davids Drive Reconstruction – Phase II in accordance with specifications promulgated therefore and within the appropriations therefore, the total cost estimated to exceed the sum of \$50,000.

Section 4. 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 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 necessity to adhere to project timelines, and accordingly, shall be in full force and effect immediately upon its passage.

Passed this 18th day of May 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 18th day of May 2023.

Mayor

RESOLUTION NO. R-23-23

AUTHORIZING ADVERTISING FOR BIDS FOR THE PETERSON PLACE SEWER REPLACEMENT PROJECT; AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO CONTRACT WITH THE LOWEST AND BEST BIDDER; AUTHORIZING EXPENDITURE OF FUNDS FOR SAME; AND DECLARING AN EMERGENCY

WHEREAS, the City of Wilmington desires to replace and relocate sewer line south of the Peterson Place subdivision; and

WHEREAS, the project is ready for the advertising for bids for these improvements and for beginning construction of the same

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 he hereby is, authorized to advertise for bids for the Peterson Place Sewer Replacement Project.

Section 1. That the Director of Public Service is hereby authorized, upon approval of the Board of Control, to enter into contract with the lowest and best bidder for said project.

Section 2. That the Wilmington City Council authorizes the expenditures of funds in support of construction of the Peterson Place Sewer Replacement Project in accordance with specifications promulgated therefore and within the appropriations therefore, the total cost estimated to exceed the sum of \$50,000.

Section 4. 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 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 necessity to adhere to project timelines, and accordingly, shall be in full force and effect immediately upon its passage.

Passed this 18th day of May 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 18th day of May 2023.

Mayor

ORDINANCE NO. O-23-21

ESTABLISHING NEW FUNDS

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

Section 1. That in addition to the funds heretofore created for the purpose of administering and accounting for the finances of the City, a new fund be and the same hereby is created as follows:

- a. #269 “DAVIDS DRIVE PHASE II”
- b. #638 “DOD – WWTP”

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 18th day of May 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 18th day of May 2023.

Mayor

ORDINANCE NO. O-23-22

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 Water System Fund to 605.350.5410 “Water Incidentals” the sum of \$1395.00.
- b) From the available excess funds of the Community Corrections Fund – ISP #408 to 287.150.5414 “Operating Expense” the sum of \$3,000.00

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 18th day of May 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 18th day of May 2023.

Mayor

ORDINANCE NO. O-23-23

AMENDING ORDINANCE NO. O-22-42 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
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
Equipment Operator I	9
Equipment Operator II	10
Fire Chief	24
Fire Lieutenant	CBA
HR Generalist	16
Human Resources Director/Workplace Safety Coordinator	23
Income Tax Commissioner	20
Lab Technician	10
Laborer	6
Maintenance and Repair Superintendent	20
Maintenance Coordinator	13
Maintenance Worker I	9
Maintenance Worker II	10
Maintenance Worker III (Water)	12
Mobility Manager	15
Municipal Prosecutor	24
Operations Coordinator (Transit)	10
Parks & Recreation Superintendent	19
Police Chief/Director of Communications	26
Police Sergeant	CBA
Property Room Officer	15
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
Storm Water Administrator	18
Vehicle Mechanic	10
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
Landfill/Water/Wastewater Equipment Operator I	11
Landfill/Water/Wastewater Equipment Operator II	12
Landfill/Water/Wastewater Equipment Operator III	13

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

Passed this 18th day of May 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 18th day of May 2023.

Mayor

RESOLUTION NO. R-23-24

ACCEPTING GRANT FUNDS FROM THE CLINTON STREAMKEEPERS FROM THE STURE FREDRIK ANLIOT FUND FOR THE CITY OF WILMINGTON SOURCE WATER PROTECTION PROGRAM; AND DECLARING AN EMERGENCY

WHEREAS, the Sture Fredrik Anliot Fund, administered by the Clinton Streamkeepers, has awarded \$1395.00 to the City of Wilmington Source Water Protection Program in support of purchasing equipment for future use in water quality training workshops.

WHEREAS, it is with grateful appreciation that the City desires to accept said award.

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

Section 1. That the City of Wilmington is hereby authorized by the Council to accept \$1,395.00 in grant funds the Sture Fredrik Anliot Fund, as presented by Clinton Streamkeepers.

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 resolution 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 18th day of May 2023.

President of Council

ATTEST:

Clerk of Council

Approved by me this 18th day of May 2023.

Mayor