



WHITEHALL CITY COUNCIL
AGENDA FOR CITY COUNCIL MEETING

Tuesday, August 19, 2025

CALL TO ORDER:

7:00 by President Pro Tem Larry Morrison

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL:

Lori Elmore
Larry Morrison
Jo Anna Heck
Amy Smith
Amy Harcar
Gerald Dixon
Devin Brown

APPROVAL OF MINUTES:

July 15, 2025 Agenda & Regular Meeting Minutes
July 22, 2025 Committee Meeting Minutes
July 22, 2025 Special Council Meeting Minutes

STANDING COMMITTEE REPORTS:

Administration and Financial Management – Chairperson Elmore

Community and Elder Advocacy – Chairperson Harcar

Community Standards and Enforcement – Chairperson Smith

Economic Development – Chairperson Dixon

Infrastructure, Maintenance, and Services – Chairperson Brown

Public Safety – Chairperson Morrison

Parks and Recreation – Chairperson Heck

OFFICIALS' REPORTS:

Mayor Michael T. Bivens

City Attorney Bradley S. Nicodemus

City Auditor Steve Quincel

Director of Public Service Casey Rowlands

Director of Public Safety Van Gregg

Treasurer Shaquille Alexander

Director of Economic Development Jackie Russell

President Pro Tem Larry Morrison

The following Official Reports have been filed in the Council Office since the last meeting:

- The Treasurer's Reports for the month of July 2025.

COMMUNICATIONS, PETITIONS AND CLAIMS:

SPECIAL PRESENTATION:

Joseph Soza - Equality Ohio
Ordinance 061-2025

POLL PUBLIC:

VERIFICATION OF COPIES:

Roll call on whether each member of the Council was given a copy of each item of legislation listed on the agenda prior to the meeting and including any add-on legislation.

THIRD READING:

ORDINANCE NO. 061-2025

AN ORDINANCE ADOPTING CHAPTER 512 OF THE CODIFIED ORDINANCES OF THE CITY OF WHITEHALL ESTABLISHING UNLAWFUL DISCRIMINATORY PRACTICES IN THE CITY OF WHITEHALL AND DECLARING AN EMERGENCY.

SECOND READING:

ORDINANCE NO. 073-2025

(Refer to Planning Commission for the August 28, 2025 meeting)

AMENDING SECTION 1136, TITLED FLOOD DAMAGE REDUCTION, OF THE PLANNING AND ZONING CODE OF THE CITY OF WHITEHALL.

FIRST READING:

ORDINANCE NO. 079-2025

AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY OF WHITEHALL, FRANKLIN COUNTY, OHIO BETWEEN THE CITY OF WHITEHALL AND LOCAL WASTE SERVICES, LTD.

ORDINANCE NO.080 -2025

AUTHORIZING AND APPROVING A FUND TRANSFER IN THE AMOUNT OF NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$95,000.00) FROM UNAPPROPRIATED MONIES IN THE GENERAL FUND (101) TO THE ACCRUED BENEFIT RESERVE FUND (505); AUTHORIZING AND APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$95,000.00) TO THE ACCRUED BENEFIT RESERVE EXPENSE ACCOUNT 505.000.51000.

ORDINANCE NO. 081-2025

AUTHORIZING AND APPROVING A FUND TRANSFER IN THE AMOUNT OF TWENTY-THREE THOUSAND AND NO/DOLLARS (\$23,000.00) FROM THE LIFECYCLE REPLACEMENT FUND 315 TO THE TECHNOLOGY FUND 314.

ORDINANCE NO. 082-2025

AUTHORIZING AND MAKING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF FOUR HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$450,000.00) FROM UNAPPROPRIATED MONIES IN THE SELF-FUNDED INSURANCE TRUST FUND (511) TO THE SELF-FUNDED INSURANCE TRUST FUND EXPENSE ACCOUNT (511.000.50000).

ORDINANCE NO. 083-2025

AUTHORIZING AND APPROVING AMENDMENTS TO THE GENERAL FUND TRANSFER PERCENTAGES ALLOTTED TO THE FOLLOWING NON-GENERAL FUNDS LISTED IN THE LEGISLATION.

ORDINANCE NO. 084-2025

APPROVING AND MAKING A SUPPLEMENTAL APPROPRIATION OF FIFTEEN THOUSAND AND 00/00 DOLLARS (\$15,000.00) FROM PREVIOUSLY UNAPPROPRIATED MONIES IN THE RECREATION TRUST FUND (860) TO THE RECREATION TRUST FUND EXPENSE ACCOUNT (860.000.51000).

ORDINANCE NO. 085-2025

APPROVING AND MAKING A SUPPLEMENTAL APPROPRIATION OF NINE THOUSAND SEVEN HUNDRED AND 00/00 DOLLARS (\$9,700.00) FROM PREVIOUSLY UNAPPROPRIATED MONIES IN THE PARKS & RECREATION GRANTS FUND (225) TO THE PARKS & RECREATION GRANTS FUND URBAN FORESTRY GRANT EXPENSE ACCOUNT (225.000.50010)

RESOLUTION NO. 035-2025

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

COMMUNITY DATE BOARD:

POLL COUNCIL:

ELMORE; MORRISON; HECK; SMITH; HARCAR; DIXON; BROWN

ADJOURN

WHITEHALL CITY COUNCIL
AGENDA MEETING MINUTES

President Potter ordered the July 15, 2025, agenda meeting at 6:30 p.m. All members were present.

President Potter reviewed the agenda and confirmed who would handle the required motions this evening.

The meeting adjourned at 6:56 p.m.

Submitted by,

Julie A. Ogg, Clerk of Council

APPROVED: August 19, 2025

Thomas M. Potter, Council President

WHITEHALL CITY COUNCIL MEETING

MINUTES JULY 15, 2025

President Potter called the regular meeting of the Whitehall City Council to order at 7:00 p.m. on Tuesday, July 15, 2025.

At President Potter's request, everyone rose for a moment of silence. Those assembled then recited the Pledge of Allegiance.

On roll call by the clerk, the following members of the council were present:

Gerald Dixon
Devin Brown
Lori Elmore
Larry Morrison
Jo Anna Heck
Amy Smith
Amy Harcar

APPROVAL OF MINUTES:

Councilor Brown moved to approve the minutes of the June 24, 2025, Agenda & Committee Meeting, the July 1, 2025, Agenda & Regular Meeting, and the July 8, 2025, Agenda & Committee Meeting. Councilor Dixon seconded the motion. On a roll call vote, all members responded affirmatively, and the minutes were approved as submitted.

STANDING COMMITTEE REPORTS:

Administration and Financial Management – Councilor Elmore reported that the committee met last Tuesday, and their minutes are on file. They will meet again next week, sometime after 6:30 p.m.

Community and Elder Advocacy – Councilor Harcar reported that the committee met last Tuesday, and their minutes are on file. They will meet again next week, sometime after 6:30 p.m.

Community Standards and Enforcement – Councilor Smith reported that the committee met last Tuesday, and their minutes are on file. They will meet again next week, sometime after 6:30 p.m.

Economic Development – Councilor Dixon reported that the committee met last Tuesday, and their minutes are on file. They will meet again next week, sometime after 6:30 p.m.

Infrastructure, Maintenance, and Services – Councilor Brown reported that the committee met last Tuesday, and their minutes are on file. They will meet again next week, sometime after 6:30 p.m.

Public Safety – Councilor Morrison reported that the committee met last Tuesday, and their minutes are on file. They will meet again next week, sometime after 6:30 p.m.

Parks and Recreation – Councilor Heck reported that the committee met last Tuesday, and their minutes are on file. They will meet again next week, sometime after 6:30 p.m.

OFFICIALS' REPORTS

Mayor Michael T. Bivens announced the Food Truck Festival is scheduled for July 26 at John Bishop Park, featuring the Workforce Pavilion. They are collaborating with Jobs Ohio to provide workforce development opportunities for the residents of Whitehall. Additionally, he will be traveling to Washington, D.C., to petition members of Congress for grant funding amounting to \$4.6 million from the Defense Community Infrastructure Program. He expressed gratitude to Director Rowlands for her diligent work related to this project. Mayor Bivens voiced his concerns to Councilor Dixon regarding his record and his perceived lack of action in truly representing the people of Whitehall. He also commended Councilors Elmore and Harcar for proposing legislation that supports the advancement of the community.

City Attorney Bradley S. Nicodemus was not present.

City Auditor Steve Quincel had no official report. He requested favorable consideration for Resolution 023-2025, and Ordinances 060-2025 through 066-2025.

Director of Public Service Casey Rowlands was not present.

Director of Public Safety Van Gregg was not present.

City Treasurer Shaquille Alexander was not present.

Director of Economic Development Jackie Russell had no official report. She requested favorable consideration on Ordinance 067-2025, 068-2025, and 069-2025.

President Potter stated that no official reports have been filed in the Council office since the last meeting.

COMMUNICATIONS, PETITIONS, AND CLAIMS:

The following Communications, Petitions, and Claims have been filed in the Council office since last meeting. Notice from the Ohio Division of Liquor Control for a TRANSFER of a C2, C1 license from RHINO BEVERAGE CARRYOUT INC., 3736 EAST MAIN STREET, WHITEHALL, OH 43213, TO DBB PARTNERS LLC, DEVOE'S DRIVE THRU 4736 EAST MAIN STREET, WHITEHALL, OH 43213, the agenda for the Whitehall Planning Commission meeting on JUNE 5, 2025, the June 5, 2025, Whitehall Planning Commission meeting minutes, the June 9, 2025, BZBA meeting minutes, the agenda for the BZBA meeting on July 14, 2025, the agenda for the Whitehall Planning Commission Special meeting on June 16, 2025, the June 16, 2025 Whitehall Planning Commission Special meeting minutes, and the agenda for the Whitehall Planning Commission Special meeting on July 29, 2025.

PUBLIC HEARING:

President Potter opened the Public Hearing on Resolution No. 023-2025 at 7:12 pm, and asked if any proponents wanted to speak on Resolution 023-2025.

Auditor Quincel stated that the public hearing is a requirement of Franklin County to the city. This is concentrated on the general fund and the funds that feed off of the general fund. This is not the Mayors budget for 2026. That will come later in the fall.

RESOLUTION NO. 023-2025

ADOPTING THE TAX BUDGET FOR THE CITY OF WHITEHALL, OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND SUBMITTING SAME TO THE COUNTY AUDITOR.

President Potter asked if there were any opponents who wanted to speak on Resolution 023-2025. There was none.

President Potter closed the Public Hearing on Resolution No. 023-2025 at 7:14 pm.

POLL PUBLIC:

Patricia Balser of Whitehall wanted to make sure there were no loopholes that this developer could get through. Let the people have their vote. She feels they are not getting answers to the things that she feels are important. She said the Mayor stated that the developer was going to do rentals. If that is the case, why is she working with Jackie to examine single-family housing? They have the right to put it to a vote.

Holly Stein of Whitehall wanted to make sure the Council understood that what they decide to do this evening would define each of them as a Councilmember, but more importantly, a person in this community. She stated that each one of them said they would not touch the rights of their constituents that they secured through a sufficient and valid referendum and initiative petitions. Council may not circumvent the people's right to vote. Political expediency does not trump legal procedure. To repeal undermines the public trust and democratic participation that they have been told they would secure.

Mike Shannon, on behalf of the former applicant, told Council they were not divesting anyone of their rights to vote. There is nothing to vote upon. They are withdrawing their request for any incentives. They have been willing to meet with the neighbors in regards to this project. They can go ahead and develop the rights they have had for the last three years to build single-family homes; single family for sale doubles or build rental family housing. He apologized for putting the Council and Administration in this situation.

VERIFICATION OF COPIES:

President Potter requested a roll call on whether each member of the council received a copy of each item of legislation listed on the agenda before the meeting, including any add-on legislation. On a roll call vote, all members responded in the affirmative.

THIRD READING:

ORDINANCE NO. 042-2025 was read by title only by President Potter:
(Postponed to no later than July 15, 2025)

AN ORDINANCE ENACTED BY THE ELECTORS OF THE CITY OF WHITEHALL PURSUANT TO AN INITIATIVE PETITION TO AMEND THE ZONING CODE TO ESTABLISH FAIRWAY BOULEVARD OVERLAY DISTRICT, TO LIMIT FUTURE USES, SUBDIVISION AND INFRASTRUCTURE WITHIN SAID DISTRICT, TO AMEND THE ZONING MAP, TO PROTECT LARGE TREES, TO IMPOSE A MORATORIUM ON DEVELOPMENT PENDING THE OUTCOME OF THE INITIATIVE PETITION, AND TO PROVIDE FOR A PRIVATE RIGHT OF ACTION.

Councilor Dixon moved to accept the amendments as given to the Council on July 1, 2025 in regard to Ordinance No. 042-2025, and Councilor Morrison seconded the motion.

Councilor Dixon reminded everyone of the scenarios regarding Councils vote on Ordinance 042-2025. He described scenario A, B, and C.

Councilor Smith invited Ms. Stein to come forward and share.

Ms. Stein stated they had a petition modification concerning tree protection.

Council has not seen this version so they felt they could not vote on it at this time.

The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Brown voted Yes; Councilor Elmore voted Yes; Councilor Morrison voted Yes; Councilor Heck voted No; Councilor Smith voted Yes; Councilor Harcar voted Yes; and Ordinance No. 042-2025 was amended as accepted.

Councilor Dixon moved to introduce and adopt Ordinance No. 042-2025, and Councilor Morrison seconded the motion.

Councilor Brown acknowledges his appreciation of the comments regarding trees, but he has yet to hear answers on conceptually how it makes sense to preserve the character or the density on Fairway.

The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Brown voted No; Councilor Elmore voted No; Councilor Morrison voted Yes; Councilor Heck voted No; Councilor Smith voted No; Councilor Harcar voted No; and Ordinance No. 042-2025 was defeated.

SECOND READING:

ORDINANCE NO. 058-2025 *was read by title only by President Potter:*
(PUBLIC HEARING AT PLANNING COMMISSION SCHEDULED FOR July 29, 2025)
MAKING UPDATES TO PART 11 – PLANNING AND ZONING CODE, ARTICLE 1114.04.

ORDINANCE NO. 059-2025 *was read by title only by President Potter:*
(PUBLIC HEARING AT PLANNING COMMISSION SCHEDULED FOR July 29, 2025)
AN ORDINANCE AMENDING ORDINANCE 042-2022 TO AMEND THE PHASE 1A AND PHASE 1B FINAL DEVELOPMENT PLAN IN THE APPROVED PLANNED UNIT DEVELOPMENT (PUD) FOR THE PROPERTY LOCATED ON EAST BROAD ST, HAMILTON RD, AND POTH RD, PARCEL NUMBERS LISTED IN APPENDIX A, PROPERTY OWNED BY THE CITY OF WHITEHALL.

RESOLUTION NO. 023-2025 *was read by title only by President Potter:*
ADOPTING THE TAX BUDGET FOR THE CITY OF WHITEHALL, OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND SUBMITTING SAME TO THE COUNTY AUDITOR.

Councilor Elmore introduced and moved to suspend the rules on Resolution No. 023-2025, and Councilor Heck seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and the rules on Resolution No. 023-2025 were suspended.

Councilor Elmore moved to adopt Resolution No. 023-2025, and Councilor Heck seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and Resolution No. 023-2025 was adopted.

FIRST READING:

ORDINANCE NO. 060-2025 *was read by title only by President Potter:*
AUTHORIZING AND APPROVING A FUND TRANSFER IN THE AMOUNT OF FIVE HUNDRED THOUSAND AND NO/DOLLARS (\$500,000.00) FROM UNAPPROPRIATED MONIES IN THE GENERAL FUND 101 TO THE BUDGET STABILIZATION FUND 110.

Councilor Elmore introduced and moved to suspend the rules on Ordinance No. 060-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and the rules on Ordinance No. 060-2025 were suspended.

Councilor Elmore moved to adopt Ordinance No. 060-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and Ordinance No. 060-2025 was adopted.

ORDINANCE NO. 061-2025 was read by title only by President Potter:

AN ORDINANCE ADOPTING CHAPTER 512 OF THE CODIFIED ORDINANCES OF THE CITY OF WHITEHALL ESTABLISHING UNLAWFUL DISCRIMINATORY PRACTICES IN THE CITY OF WHITEHALL AND DECLARING AN EMERGENCY.

ORDINANCE 062-2025 was read by title only by President Potter:

MAKING AND APPROVING A SUPPLEMENTAL APPROPRIATION OF FORTY THOUSAND AND 00/100 DOLLARS (40,000.00) FROM UNAPPROPRIATED MONIES IN THE GENERAL FUND (101) TO THE REC MAINTENANCE SALARY AND EXPENSE ACCOUNT (101.700.51100).

Councilor Elmore introduced and moved to suspend the rules on Ordinance No. 062-2025, and Councilor Heck seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and the rules on Ordinance No. 062-2025 were suspended.

Councilor Elmore moved to adopt Ordinance No. 062-2025, and Councilor Heck seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and Ordinance No. 062-2025 was adopted.

ORDINANCE NO. 063-2025 was read by title only by President Potter:

AUTHORIZING A TRANSFER OF TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00) FROM UNAPPROPRIATED MONIES IN THE GENERAL FUND (101) TO THE STREET MAINTENANCE AND REPAIR FUND (201) AND MAKING AN APPROPRIATION OF FIFTEEN THOUSAND AND NO/DOLLARS (\$15,000.00) FROM THE STREET MAINTENANCE AND REPAIR FUND (201) TO THE SEASONAL LABOR APPRENTICE PROGRAM EXPENSE ACCOUNT 201.000.56000 AND A SUPPLEMENTAL APPROPRIATION OF FIVE THOUSAND AND NO/DOLLARS (\$5,000.00) FROM THE STREET MAINTENANCE AND REPAIR FUND (201) TO THE STREET DEPARTMENT STAFF EXPENSE ACCOUNT 201.000.51000.

Councilor Elmore introduced and moved to suspend the rules on Ordinance No. 063-2025, and Councilor Brown seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and the rules on Ordinance No. 063-2025 were suspended.

Councilor Elmore moved to adopt Ordinance No. 063-2025, and Councilor Brown seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and Ordinance No. 063-2025 was adopted.

ORDINANCE NO. 064-2025 was read by title only by President Potter:

AUTHORIZING AND MAKING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS AND 00/100 (\$600,000.00) FROM UNAPPROPRIATED MONIES IN THE SELF-FUNDED INSURANCE TRUST FUND (511) TO THE SELF-FUNDED INSURANCE TRUST FUND EXPENSE ACCOUNT (511.000.50000).

Councilor Elmore introduced and moved to suspend the rules on Ordinance No. 064-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and the rules on Ordinance No. 064-2025 were suspended.

Councilor Elmore moved to adopt Ordinance No. 064-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and Ordinance No. 064-2025 was adopted.

ORDINANCE NO. 065-2025 was read by title only by President Potter:

AUTHORIZING AND APPROVING A FUND TRANSFER IN THE AMOUNT OF SIXTEEN THOUSAND SEVENTY-THREE AND 02/100 DOLLARS (\$16,073.02) FROM UNAPPROPRIATED

MONIES IN THE GENERAL FUND (101) TO THE DEBT SERVICE FUND (401).AUTHORIZING AND APPROVING A FUND TRANSFER IN THE AMOUNT OF SIXTEEN THOUSAND SEVENTY-THREE AND 02/100 DOLLARS (\$16,073.02) FROM UNAPPROPRIATED MONIES IN THE GENERAL FUND (101) TO THE DEBT SERVICE FUND (401).

Councilor Elmore introduced and moved to suspend the rules on Ordinance No. 065-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and the rules on Ordinance No. 065-2025 were suspended.

Councilor Elmore moved to adopt Ordinance No. 065-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and Ordinance No. 065-2025 was adopted.

ORDINANCE NO. 066-2025 was read by title only by President Potter:

AUTHORIZING AND APPROVING ACCEPTING AN APPROPRIATION IN THE AMOUNT OF ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.00) FROM UNAPPROPRIATED MONIES IN THE MAYOR'S DEPARTMENT GRANT FUND (215) TO THE FOOD TRUCK INCLUSION GRANT EXPENSE ACCOUNT 215.000.50000.

Councilor Elmore introduced and moved to suspend the rules on Ordinance No. 066-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and the rules on Ordinance No. 066-2025 were suspended.

Councilor Elmore moved to adopt Ordinance No. 066-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and Ordinance No. 066-2025 was adopted.

ORDINANCE NO. 067-2025 was read by title only by President Potter:

REPEALING ORDINANCE 009-2025 FOR THE ORGANIZATION OF THE FAIRWAY CLIFFS COMMUNITY AUTHORITY, AND DECLARING AN EMERGENCY.

Councilor Smith asked if it is a moot point, is there any reason that it is problematic to postpone this, to receive more information about what this incentive repealing it does or does not do, or if it goes to the ballot? What does it look like if we have a special meeting at the committee meeting?

Councilmembers were hoping to get more information from their legal counsel.

Councilor Smith moved to postpone the vote on Ordinance No. 067-2025 until July 22, 2025 for a special meeting after the conclusion of the committee meeting, and Councilor Brown seconded the motion.

Councilor Smith stated this is being done so that they can get more information before they vote.

The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Brown voted Yes; Councilor Elmore voted Yes; Councilor Morrison voted Yes; Councilor Heck voted Yes; Councilor Smith voted Yes; Councilor Harcar voted Yes; and Ordinance No. 067-2025 was postponed until July 22, 2025.

ORDINANCE NO. 068-2025 was read by title only by President Potter:

REPEALING ORDINANCE 010-2025 FOR THE COMMUNITY REINVESTMENT AREA AGREEMENT FOR FAIRWAY CLIFFS LLC, AND DECLARING AN EMERGENCY.

Councilor Smith moved to postpone the vote on Ordinance No. 068-2025 until July 22, 2025 for a special meeting after the conclusion of the committee meeting, and Councilor Brown seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Brown voted Yes; Councilor Elmore

voted Yes; Councilor Morrison voted Yes; Councilor Heck voted Yes; Councilor Smith voted Yes; Councilor Harcar voted Yes; and Ordinance No. 068-2025 was postponed until July 22, 2025.

ORDINANCE NO. 069-2025 was read by title only by President Potter:

REPEALING ORDINANCE 011-2025 FOR THE FAIRWAY BOULEVARD TAX INCENTIVE DISTRICT,
AND DECLARING AN EMERGENCY.

Councilor Smith moved to postpone the vote on Ordinance No. 069-2025 until July 22, 2025 for a special meeting after the conclusion of the committee meeting, and Councilor Brown seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Brown voted Yes; Councilor Elmore voted Yes; Councilor Morrison voted Yes; Councilor Heck voted Yes; Councilor Smith voted Yes; Councilor Harcar voted Yes; and Ordinance No. 069-2025 was postponed until July 22, 2025.

POLL PUBLIC:

Holly Stein of Whitehall stated that for complete clarity on what happened on Ordinance 042-2025. She stated that the Council voted to reject Ordinance 042-2025, which goes to the petition committee, and they have 10 days to get back to the City Attorney Brad Nicodemus, with a reply on what their position is to then go to the (?).

COMMUNITY DATE BOARD:

Magic Kingdom is tomorrow at Lamby Lane Park from 5:30 to 7:30 pm. On Thursday at John Bishop is TNT. There are free meal giveaways for ages one to seventeen at Kae Avenue School.

POLL COUNCIL:

**** Council comments beginning with Councilor Brown through Councilor Elmore are transcribed verbatim from the official meeting recording. This section was added to the minutes at the request of a council member. A verbatim transcription ensures an objective and accurate account of the remarks made, eliminating the potential for subjective summarization.***

Councilor Dixon expressed his gratitude to both the viewers at home and those in attendance at the meeting. He thanked those Ms. Balser, Ms. Stein and Mr. Shannon for their comments. He declined to take the bait on the Mayors concerns about him as a Councilperson. He did thank him for the opening salvo of the candidacy for is opponent. He added that people in Ward 1 did elect him, in part, because of Woda Cooper, but what they did was elect him over a twenty-year incumbent. This was not a fluke or just by chance, the people did that because they were feeling ignored. They felt that their government was not responding to what they wanted, what they needed, etc., so because of that, they said they wanted Gerald Dixon instead of Chris Rodriguez. This is a fact and as well, he got into that seat with an opponent. He won that seat. He did not walk through a door for it.

*Councilor Brown expressed his gratitude to both the viewers at home and those in attendance at the meeting. He wished the Administration good luck next week in securing funding for infrastructure. Since joining the Council, his goal has been to foster an environment of collaboration and to work with people, both in the Council and in the community. During his time traveling around the country, he has observed many similar issues across different areas. He recognized that there have historically been disconnects between communities and government, often stemming from the fear that beloved towns and cities may change into something unrecognizable, an apprehension he can appreciate. However, he also understands the perspective of leaders, who often have access to information that is not available to the general public. Leaders are typically looking at issues from a broader perspective, focusing on the community as a whole. While he is not defending the Mayor, he believes the conversation between the Mayor and Mr. Dixon is theirs to have. He thinks the Mayor's intent was to indicate that, regardless of the number of people who voted for Mr. Dixon in his Ward, there are still thousands of residents facing real issues and concerns that need to be addressed.

At this time you can hear laughter from a citizen in the audience.

Councilor Brown began to speak again. Councilor Brown noted that people often focus on the majority,

Councilor Brown was interrupted by laughter from the same citizen again.

President Potter asked the citizen to please keep her voice down or if she needed to leave the room, that would be fine as well.

The citizen replied “Oh my God I am just laughing.”

Councilor Brown said it was okay.

President Potter stated that it was disrespectful.

Councilor Brown again said it was okay and that he was a professional.

Councilor Brown went on to say that those who tend to dominate political discussions, but this majority can sometimes represent only a small segment of the overall community. He mentioned the phrase, “the squeaky wheel gets the oil,” highlighting how this dynamic is often observed in politics. It is effective for candidates to cater to the majority to be elected and promote their agendas. Ideally, their leadership should not only respect those who show up for discussions but also seek out and engage with people who may lack the time, energy, or desire to participate due to their circumstances or past experiences. As they move forward as leaders and as a community, it is vital to consider not just the ten people present at any given meeting, but the other ten thousand individuals in the community. They should strive to actively seek input from all members, rather than only those who are the loudest or who think similarly. Ultimately, Councilor Brown believes Mr. Dixon is doing what he thinks is right, but he feels that different perspectives can often provide a clearer, larger picture. He hopes to continue leading in that inclusive manner, and he believes they are moving in the right direction. He looks forward to working together to make their community the best place for all.

*Councilor Elmore expressed her gratitude to both the viewers at home and those present at the meeting. She thanked the Mayor for his comments and expressed hope that he secures the grant funding he is pursuing. She also appreciated everyone who spoke on the controversial issues they have been addressing for quite some time. While progress is being made toward a clearer vision of their goals, she believes they still have work to do. She emphasized the importance of collaboration among all residents of Whitehall, regardless of their positions. She advocated for being better neighbors, acknowledging that disagreements and contentious issues will always arise. She noted that Councilor Dixon often engages with these controversial topics, but it does not necessarily position him as the champion of the people. His preferences include issues like panhandling, the decision to leave fireworks at John Bishop Park rather than moving them to the high school, and whether to charge kids selling water with misdemeanors instead of offering them a diversion program. She believes they need to be strategic in choosing their battles and how they present themselves. As Councilors, their roles involve legislating and appropriating funds while discussing issues with residents. Since not everyone will agree due to the complexity of local governance, it is essential to focus on what benefits the city as a whole. History has shown that perceptions can change once projects are initiated, as seen with developments like Old Bag of Nails, the Onclave, and Woda Cooper, where initial controversy shifted to community acceptance once the benefits became apparent. She emphasized that no one wants to see Whitehall return to the conditions of fifteen years ago—a city in decline with no economic development and a lack of people coming into the city, which caused a lack of revenue. The interest in building and establishing businesses in the area is vital, especially given the current housing crisis. She believes the city is heading in the right direction, although it is important to recognize that not everyone will agree on the path forward. It deeply concerns her and feels disrespectful to witness outbursts and negative facial expressions, especially from a former Councilor who sat on the dais.

At this time, the citizen verbally responded to Councilor Elmore, saying “excuse me.”

Councilor Elmore said that she was talking and that she should not disrespect for she is talking.

President Potter used his gavel at this time to try to bring composure back to the chambers.

Councilor Elmore then suggested the citizen could leave at which point the citizen stood up to go.

President Potter again used the gavel and asked Councilor Elmore to finish up.

Councilor Elmore concluded by stating that, ultimately, people may not always agree with others' opinions, but the truth can be difficult to accept. She believes that everything she shared was truthful and encourages others to check the record. She has consistently acted in the best interest of this city and its residents. The very thing she ran on is still what she continues to foster, and nothing has changed.

Councilor Morrison expressed his gratitude to both the viewers at home, those present at the meeting, and those who made comments and those that sat patiently and listened. He wished everyone a good week.

Councilor Heck expressed her gratitude to both the viewers at home and those present at the meeting, as well as to everyone who spoke. She wished those going to DC a safe trip and she hoped all would go well. National Night Out is August 5 at John Bishop Park.

Councilor Smith expressed her gratitude to both the viewers at home and those present at the meeting.

Councilor Harcar expressed her gratitude to both the viewers at home and those in attendance at the meeting. She thanked everyone who spoke during the session. While sitting at the traffic light at Broad and Hamilton, she observed the construction crews working in the heat. She gave a shout-out to the maintenance teams and construction workers, acknowledging the challenges they face. Harcar understands that traffic can be frustrating and asks everyone to please slow down and be considerate of those on-site. Say thank you when you see them, as they must be melting out there.

President Potter had no comments.

Having nothing further to add, President Potter adjourned the meeting at 8:15 p.m.

Submitted by,

Julie A. Ogg, Clerk of Council

APPROVED: August 19, 2025

Thomas M. Potter, Council President

WHITEHALL COUNCIL COMMITTEES

MINUTES –July 22, 2025

President Potter called the July 22, 2025, Council Committees' meeting to order at 6:30 p.m.

The following members of the council and the administration were present:

<u>Members of the Administration</u>	<u>Council Members</u>
President Thomas M. Potter	Gerald Dixon
Mayor Michael T. Bivens	Larry Morrison
City Attorney Brad Nicodemus	Amy Smith
Service Director Casey Rowlands	Jo Anna Heck
Economic Development Director Jackie Russell	Lori Elmore
	Devin Brown

ADMINISTRATION/COUNCIL OF THE WHOLE MATTERS:

President Potter read a brief statement regarding last week's meeting. Should any member of Council or the Administration feel the need to have a dialog regarding any person or persons, he asked that they do so on a one-to-one basis at a time and place outside of council meetings. Additionally, he requested that those attending the meetings in person refrain from side conversations, as it is disruptive and discourteous to others in the audience, affecting their ability to hear what is going on. He thanked everyone for their cooperation, and he knows this will lead to a more productive and collaborative meeting.

Councilor Dixon expressed both curiosity and concern regarding the special meeting scheduled for tonight. Last week, they agreed to hold this special meeting to address the repeal of ordinances 009-2025, 010-2025, and 011-2025. However, the agenda has now become overly full. The last email he received about this special meeting arrived at 4:13 this afternoon. According to the Council's Rules of Procedure, under section B, Special Meetings, #1 states that an electronic notice must be served personally at the usual place of residency at least twelve hours in advance of the special meeting, detailing the date, time, location, and subjects to be considered. Additionally, section B, #3 specifies that no subjects shall be discussed at a special meeting except those stated in the notice. The only topics they had previously discussed were the three pieces of legislation mentioned. Therefore, he objected, as this process goes against their own rules of procedure. He does not know what to do about this.

President Potter received a text from Auditor Quincel stating that he was not feeling well this evening and would not be attending the meeting tonight. He is sympathetic with Councilor Dixon regarding the last-minute introduction of legislation. Auditor Quincel's text commented that the legislation in front of the council tonight needs to be passed tonight because August will be too late. He had no other information except what was texted to him tonight.

City Attorney Nicodemus added seven pieces of legislation. Six of these relate to the repeal of ordinances 009-2025, 010-2025, and 011-2025, which he will explain later. He asked that the Initiative Petition be added as well. He explained the process for filing these documents with the Board of Elections and the timeline to do so.

Mayor Bivens acknowledged that Councilor Dixon's point is valid regarding the amount of legislation being presented for a vote on the same night. He noted that the council rules allow members to review these pieces of legislation, discuss them, and ask the City Attorney any questions before voting. To facilitate a thorough discussion, he suggested the possibility of scheduling an additional special meeting either this week or early next week to address the legislation they are being asked to vote on tonight. Councilor Dixon has expressed that

receiving legislation on the same day it is expected to be voted on is unfair, and he objects to this practice. This situation may present an opportunity for the council to find a compromise regarding the six new pieces of legislation. He stated that this is the main issue. There are existing rules in place for these situations. However, if new legislation is to be added, he believes they should receive an explanation first. This would allow them to determine whether the changes are acceptable or not. He is unsure if this would require a vote. He wanted to raise this matter because it is a complex issue.

Councilor Dixon had something important to address tonight. Last week's meeting was particularly troublesome, mainly due to a councilperson's unacceptable behavior towards a citizen. Dixon found this behavior utterly reprehensible. Earlier today, he sent an email to the President of the Council. There are two key issues at play here: Rules of Decorum and Points of Order. He provided the council members with a document regarding Points of Order and Decorum. Although he did not read from it, he attempted to utilize Robert's Rules of Order during the last meeting. According to these rules, the chair must immediately rule on a Point of Order, either upholding or rejecting it. He felt sidelined, as his Point of Order was not recognized, and he believed that Robert's Rules were ignored. He emphasized that Points of Order are not open for discussion or debate and that they can interrupt another speaker. However, he was told that he could not interrupt by the President of the Council. He wanted to ensure that these concerns were acknowledged. Given the incident and the President of the Council's failure to manage the situation, which he deemed unacceptable, he respectfully requested that the two individuals involved in the incident issue apologies to the council and Ms. LaCorte.

President Potter informed Councilor Elmore about his opening statement, as she had not yet arrived when it was read. With Councilor Dixon speaking, he encouraged her to share her comments. However, he emphasized that he does not want the discussion to turn into an ongoing back-and-forth exchange. If Councilor Elmore wishes to make a statement similar to Councilor Dixon's, that is acceptable, but he prefers to avoid a back-and-forth conversation.

Councilor Elmore expressed her understanding regarding the recent meeting. She referred to Public Participation Item #8(e), which states that speakers should refrain from making defamatory, slanderous, or obscene comments. She encouraged Council members to avoid engaging with the public during these comments, noting that city council members and administration are available to answer questions after each meeting. She mentioned that the earlier part of the meeting, was interrupted by Councilor Dixon, concerning the Mayor, and she was similarly interrupted during her own poll of the council. She asserted her right to conduct a poll, just like any other Council member. A point of order was raised, and President Potter directed Councilor Dixon to respect that it was her poll. She reiterated that she was responding to the situation in light of the Council's rules and the events that transpired.

Councilor Morrison was surprised by the amount of legislation on the agenda for tonight's meeting. He understands Auditor Quincel's situation, given that there will be no meeting next week and that there are deadlines to meet. He hopes that City Attorney Nicodemus can patiently provide explanations regarding all the add-ons related to Fairway Cliffs. These add-ons were supposed to be voted on last week, but the council did not have the necessary information on how they apply or why they are needed at this time.

COMMITTEE OF THE WHOLE

SECOND READING:

ORDINANCE NO. 067-2025 (Comm. Of the Whole- 2nd reading – SUSP & ADOPT 07-22-2025-Smith/Brown)
REPEALING ORDINANCE 009-2025 FOR THE ORGANIZATION OF THE FAIRWAY CLIFFS
COMMUNITY AUTHORITY AND DECLARING AN EMERGENCY.

ORDINANCE NO. 068-2025 (*Comm. Of the Whole- 2nd reading – SUSP & ADOPT 07-22-2025-Smith/Brown*)
REPEALING ORDINANCE 010-2025 FOR THE COMMUNITY REINVESTMENT AREA
AGREEMENT FOR FAIRWAY CLIFFS LLC AND DECLARING AN EMERGENCY.

ORDINANCE NO. 069-2025 (*Comm. Of the Whole- 2nd reading – SUSP & ADOPT 07-22-2025-Smith/Brown*)
REPEALING ORDINANCE 011-2025 FOR THE FAIRWAY BOULEVARD TAX INCENTIVE
DISTRICT AND DECLARING AN EMERGENCY.

President Potter addressed the ordinances mentioned above. Six additional pieces of legislation have been introduced since then, with three supporting one perspective and the other three supporting a different viewpoint. He then turned it over to City Attorney Nicodemus.

Attorney Nicodemus confirmed that they did meet last Tuesday and he viewed the meeting. He was contacted by the Franklin County Prosecutor's Office, which represents the Board of Elections. The Board of Elections has tentatively approved the referendum language he submitted as being satisfactory. After sending the language, the petition manager indicated that it was acceptable. However, the attorney from the County Prosecutor's Office reviewed the text and wanted to discuss it with Mr. Nicodemus. The attorney suggested clarifying the language by adding specific parcel numbers to avoid voter confusion. They were concerned that voters might mistakenly think the Tax Increment Financing (TIF) and the Community Reinvestment Area (CRA) apply to the entire city, whereas they only pertain to that one specific parcel number. This led to a brief discussion about the potential to repeal the ordinances, which is why the repeal ordinances were added. The idea is straightforward: if the ordinances are repealed, a resolution must be passed to revoke the city's original ordinance that placed them on the ballot. There are six items to consider, but he wants the Council to think of them in two groups: three resolutions and three resolutions. When the Council votes to pass Ordinances 067-2025, 068-2025, and 069-2025, they will also need to pass Resolutions 027-2025, 028-2025, and 029-2025. These resolutions are necessary to remove the related issues from the ballot. If the Council decides not to repeal Ordinances 067-2025, 068-2025, and 069-2025, they will need to pass Resolutions 030-2025, 031-2025, and 032-2025, which contain updated language for the referendum petition. These resolutions are designed to repeal and replace the previous resolutions. To place something on the ballot, the Board of Elections requires specific language, so simply amending the prior resolutions could create complications. Therefore, these new resolutions repeal the existing ones and replace them with amended language that includes the parcel numbers in the ballot description. Once the voting is complete, either the unnecessary resolutions can be tabled indefinitely, or a motion can be made to adopt them. If no one seconds the motion, it will fail. Alternatively, they can choose to vote on it directly and reject it.

City Attorney Nicodemus answered questions from councilmembers at this time. He watched the council meeting from last week, and all the questions seemed to gather around can they be repealed, and if they are repealed or not repealed, what are both individual and city liability for taking such action. No matter what decision the council makes, to repeal or not repeal, when they are acting in their legislative capacity, they have legislative immunity. He shared several pieces of case law with the Council. There are two appeals pending on Planning Commission decisions. The Fairway Cliffs appeal, which was the plan b plat that was denied by the Planning Commission, he has received a notice of dismissal of that appeal this afternoon, as plat c has been approved.

Councilor Dixon asked if anyone would object to Ms. Stein coming up and presenting to the Council.

President Potter told Ms. Stein to keep her conversation laser focused. He would afford the same to opposing Counsel as well.

Ms. Stein said the reason why all of this is so important to the committee is the commitment that the Council gave them previously. The word that this would be going to the electors to vote and the secondary is important because

they do believe that the reason it does go, because when it is passed as a referendum petition, it cannot be changed by other than the electors themselves.

City Attorney Nicodemus had a problem with a member of the public providing legal advice to the Council. That legal advice is not correct.

President Potter informed City Attorney Nicodemus and Ms. Stein that he stood with the City Attorney on this matter.

Ms. Stein explained that they believe it is important because, like Maplewood, they think this may circumvent the rights of voters to petition for a referendum. They acted in good faith according to the charter to gather the necessary signatures, which were submitted to the Franklin County Board of Elections. These signatures were deemed sufficient and valid, and the Whitehall City Attorney signed them. This validation grants them the right to present the issue to voters for a decision. That is an underlying support system of why they feel that this is important. Their thoughts are that this potentially will be addressed again by an emergency measure that will then pass tax abatements to this developer and also pass TIF's. What is to stop the Council, once this is repealed, then two months later enacting the same legislation and giving it to this developer under the same parcel? It is not tied to a plat but tied to the parcels.

City Attorney Nicodemus addressed President Potter by saying that this was incorrect. A referendum operates differently from an initiative petition. The referendum only repeals those particular ordinances. The initiative petition section does include the language; when he gets to that, if it is passed, it can only be repealed or amended by future vote. The referendum section in Charter 16 does not contain that exact language. It only repeals these ordinances. A development agreement, a CRA, or TIF can come back on this parcel. He gave an example on how this might happen. He explained that it does not create a forever prohibition.

President Potter told Mike Shannon, Attorney for the Developer, to keep his conversation laser-focused.

Mr. Shannon stated that he had nothing to add to what City Attorney Nicodemus had said. He reiterated that they are not interested in a for-sale product, as the previous plat had been denied. Development Director Russell is diligently working on a proposal, which the initiative petition committee is aware of. (At this moment, the microphone batteries died, making it difficult to hear the remainder of Mr. Shannon's comments.)

City Attorney Nicodemus said there is a cost to the city to put this on the ballot. The Board of Elections allocates that. Because it is part of the general election, the cost is not as great as a special election but they do invoice municipalities for the notices, the printing of the ballots, and the cost of mailing out items.

RESOLUTION NO. 027-2025 DRAFT # 1

REPEALING RESOLUTION 017-2025 WHICH PLACED THE REFERENDUM OF ORDINANCE 009-2025 ON THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

(Comm. Of the Whole- 1st reading – SUSP & ADOPT 07-22-2025-Harcar/Heck)

RESOLUTION NO. 028-2025 DRAFT # 2

REPEALING RESOLUTION 018-2025 WHICH PLACED THE REFERENDUM OF ORDINANCE 010-2025 ON THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

(Comm. Of the Whole- 1st reading – SUSP & ADOPT 07-22-2025-Harcar/Heck)

RESOLUTION NO. 029-2025 DRAFT # 3

REPEALING RESOLUTION 019-2025 WHICH PLACED THE REFERENDUM OF ORDINANCE 011-2025 ON THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

(Comm. Of the Whole- 1st reading – SUSP & ADOPT 07-22-2025-Harcar/Heck)

RESOLUTION NO. 030-2025 DRAFT # 4

REPEALING AND REPLACING RESOLUTION 017-2025, DIRECTING THE SUBMISSION OF THE QUESTION OF APPROVING ORDINANCE NO. 009-2025 TO THE ELECTORS AT THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

(Comm. Of the Whole- 1st reading – SUSP & ADOPT 07-22-2025-Dixon/Heck)

RESOLUTION NO. 031-2025 DRAFT # 5

REPEALING AND REPLACING RESOLUTION 018-2025, DIRECTING THE SUBMISSION OF THE QUESTION OF APPROVING ORDINANCE NO. 010-2025 TO THE ELECTORS AT THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

(Comm. Of the Whole- 1st reading – SUSP & ADOPT 07-22-2025-Dixon/Heck)

RESOLUTION NO. 032-2025 DRAFT # 6

REPEALING AND REPLACING RESOLUTION 019-2025, DIRECTING THE SUBMISSION OF THE QUESTION OF APPROVING ORDINANCE NO. 011-2025 TO THE ELECTORS AT THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

(Comm. Of the Whole- 1st reading – SUSP & ADOPT 07-22-2025-Dixon/Heck)

RESOLUTION NO. 033-2025 DRAFT # 7

DIRECTING THE SUBMISSION OF THE QUESTION OF APPROVING CITIZEN INITIATED ORDINANCE NO. 042-2025 AMENDING THE ZONING MAP TO ESTABLISH THE FAIRWAY BOULEVARD OVERLAY DISTRICT TO THE ELECTORS AT THE NOVEMBER 4, 2025 GENERAL ELECTION AND DECLARING AN EMERGENCY.

Attorney Nicodemus met with Ms. Stein this morning, who represented the Initiative Petition Committee. She requested that the Council place the Initiative ordinance on the ballot. Ms. Stein provided a clean copy of the Ordinance, which includes the amendments adopted by the Council last week, as well as an additional amendment made orally during the meeting. The Charter permits the committee to submit a final version that reflects these changes. This copy will be submitted to the Board of Elections and will be kept on file for public inspection. If approved, the ordinance will become law five days after the election.

(Comm. Of the Whole- 1st reading – SUSP & ADOPT 07-22-2025-Dixon/Morrison)

ADMINISTRATION AND FINANCIAL MANAGEMENT

Councilor Elmore opened the Administration and Financial Management meeting at 7:27 p.m. and addressed the legislation in her committee, as follows:

RESOLUTION NO 025-2025 DRAFT # 8

AUTHORIZING THE MAYOR TO ACCEPT MONETARY DONATIONS FOR THE FOOD TRUCK & FUN FEST.

This legislation will allow the city to accept the revenue received for sponsorships for the Food Truck Fest.

(Adm. & Fin. Mgmt. – 1st reading – SUSP & ADOPT 07-22-2025-Elmore/Morrison)

ORDINANCE NO 070-2025 DRAFT # 9

APPROVING AND MAKING A SUPPLEMENTAL APPROPRIATION OF FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) FROM PREVIOUSLY UNAPPROPRIATED MONIES IN THE GENERAL FUND (101) TO THE FOOD TRUCK & FUN FEST EXPENSE ACCOUNT (101.200.56150).

(Adm. & Fin. Mgmt. – 1st reading – SUSP & ADOPT 07-22-2025-Elmore/Morrison)

ORDINANCE NO 071-2025 DRAFT # 10

APPROVING AND MAKING A FUND TRANSFER IN THE AMOUNT OF FOUR HUNDRED FIFTY SEVEN THOUSAND THREE HUNDRED SEVENTY-TWO AND 37/100 DOLLARS (\$457,372.37) FROM UNAPPROPRIATED MONIES IN THE WATER UTILITY FUND (841) TO THE DEBT SERVICE FUND (401).

This is the July payment for the OWBA loan the city received.

(Adm. & Fin. Mgmt. – 1st reading – SUSP & ADOPT 07-22-2025-Elmore/Morrison)

ORDINANCE NO 072-2025 DRAFT # 11

AUTHORIZING AND APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00) FROM UNAPPROPRIATED MONIES IN THE GENERAL FUND (101) TO THE UNEMPLOYMENT COMPENSATION EXPENSE ACCOUNT 101.900.54011.

There was not enough money budgeted for the unemployment claims, and this supplemental appropriation should be enough to cover the remainder of the year.

(Adm. & Fin. Mgmt. – 1st reading – SUSP & ADOPT 07-22-2025-Elmore/Morrison)

RESOLUTION NO 026-2025 DRAFT # 12

RESOLVING TO APPROVE “THEN AND NOW” CERTIFICATES.

(Adm. & Fin. Mgmt. – 1st reading – SUSP & ADOPT 07-22-2025-Elmore/Brown)

After concluding all business, Councilor Elmore adjourned the meeting at 7:31 p.m.

COMMUNITY AND ELDER ADVOCACY

Councilor Heck opened the Community and Elder Advocacy meeting at 7:31 p.m. and addressed the legislation in her committee, as follows:

SECOND READING:

ORDINANCE NO 061-2025 *(Comm. & Elder Adv.-3rd reading-ADOPT 08-19-2025 –Harcar/Dixon)*

AN ORDINANCE ADOPTING CHAPTER 512 OF THE CODIFIED ORDINANCES OF THE CITY OF WHITEHALL ESTABLISHING UNLAWFUL DISCRIMINATORY PRACTICES IN THE CITY OF WHITEHALL AND DECLARING AN EMERGENCY.

Councilor Harcar wants to recognize July as Disability Pride Month. Concerning Ordinance 061-2025, it is going for three readings and is up for adoption on 08-19-2025. She hopes that immigration status is listed as one of the protected classes and updated anti-discrimination ordinances and she is only asking for protection that people be only legally allowed to have.

After concluding all business, Councilor Heck adjourned the meeting at 7:36 p.m.

COMMUNITY STANDARDS AND ENFORCEMENT

Councilor Smith opened the Community Standards and Enforcement meeting at 7:36 p.m. and addressed the legislation in her committee, as follows:

ORDINANCE NO. 073-2025 DRAFT # 13

AMENDING SECTION 1136, TITLED FLOOD DAMAGE REDUCTION, OF THE PLANNING AND ZONING CODE OF THE CITY OF WHITEHALL.

This will be a full section upgrade to the code Section 1136.

PUBLIC HEARING AT PLANNING COMMISSION SCHEDULED FOR August 28, 2025
PUBLIC HEARING SEPTEMBER 2, 2025

(Comm. Stand, & Enf. – 3rd reading – ADOPT- 09-02-2025-Smith/Dixon)

THIRD READING:

ORDINANCE NO. 058-2025 *(Comm. Stand, & Enf. – 3rd reading – ADOPT- 08-05-2025-Smith/Dixon)*
MAKING UPDATES TO PART 11 – PLANNING AND ZONING CODE, ARTICLE 1114.04.

PUBLIC HEARING AT PLANNING COMMISSION SCHEDULED FOR July 29, 2025

After concluding all business, Councilor Smith adjourned the meeting at 7:40 p.m.

ECONOMIC DEVELOPMENT

Councilor Dixon opened the Economic Development meeting at 7:50 p.m. and addressed the legislation in his committee, as follows:

ORDINANCE NO. 059-2025 *(Econ. Dev. – 3rd reading – ADOPT- 08-05-2025-Dixon/Brown)*

AN ORDINANCE AMENDING ORDINANCE 042-2022 TO AMEND THE PHASE 1A AND PHASE 1B FINAL DEVELOPMENT PLAN IN THE APPROVED PLANNED UNIT DEVELOPMENT (PUD) FOR THE PROPERTY LOCATED ON EAST BROAD ST, HAMILTON RD, AND POTH RD, PARCEL NUMBERS LISTED IN APPENDIX A, PROPERTY OWNED BY THE CITY OF WHITEHALL.

Director Russell provided an update regarding the elevations of the corner. She shared that the majority of the feedback received has been communicated to the applicant. The design of the corner has been modified accordingly. A special meeting for the Planning Commission is scheduled for July 29, 2025, with the final vote taking place on August 5, 2025. She highlighted the specific changes made to the corner.

Director Russell answered questions from the Council at this time.

PUBLIC HEARING AT PLANNING COMMISSION SCHEDULED FOR July 29, 2025
PUBLIC HEARING SCHEDULED FOR August 5, 2025

After concluding all business, Councilor Dixon adjourned the meeting at 7:45 pm.

INFRASTRUCTURE, MAINTENANCE AND SERVICE

Councilor Brown opened the Infrastructure, Maintenance, and Service meeting at 7:45 p.m. and announced there were no drafts or pending legislation on the agenda.

He thanked Director Rowlands for her updates. She gave updates on the Food Truck Festival parking and Phase 3 of the Broad Street reconstruction at Councilor Brown's request.

After concluding all business, Councilor Brown adjourned the meeting at 7:48 p.m.

PUBLIC SAFETY

Councilor Morrison opened the Public Safety meeting at 7:48 p.m. and announced there were no drafts or pending legislation on the agenda.

There was a discussion about the email received last week regarding the city's policy on wearing facemasks in Whitehall. Each Councilor had a copy of Policy 804. He met with the Chief and had lengthy discussions about the issue. If you refer to the second-to-last page, it outlines the charges for body camera footage. The fees are state-regulated at \$75.00 per hour, \$1.25 per minute, with a maximum charge of \$750.00. As far as Whitehall regulating safety issues with state and federal law, it does not, and believes it would be difficult to enforce.

Director Rowlands provided Councilor Elmore with an update regarding the Country Club and Fairway stop sign issue.

After concluding all business, Councilor Morrison adjourned the meeting at 7:53 p.m.

PARKS AND RECREATION

Councilor Heck opened the Parks and Recreation meeting at 7:53 p.m. and announced there were no drafts or pending legislation on the agenda.

There was no discussion in Parks and Recreation.

After concluding all business, Councilor Heck adjourned the meeting at 7:53 p.m.

The meeting adjourned at 7:53 p.m.

Submitted by:

Julie A. Ogg, Clerk of Council

APPROVED: August 19, 2025

Larry Morrison, Council President Pro Tem

WHITEHALL CITY COUNCIL

SPECIAL MEETING MINUTES

July 22, 2025

President Potter called the City Council Special Meeting to order at 8:01 p.m. Tuesday, July 22, 2025. All members were present with the exception of Councilor Harcar.

On roll call by the clerk, the following members of the council were present:

Gerald Dixon
Larry Morrison
Amy Smith
Jo Anna Heck
Lori Elmore
Devin Brown

Councilor Brown moved to excuse the absent member, and Councilor Elmore seconded the motion. There was no discussion. All members responded in the affirmative on a roll call vote, and Councilor Harcar was excused.

VERIFICATION OF COPIES:

President Potter requested a roll call on whether each member of the council received a copy of each item of legislation listed on the agenda prior to the meeting, including any add-on legislation. On a roll call vote, all members responded in the affirmative.

SECOND READING:

ORDINANCE NO. 067-2025 was read by title only by President Potter:

REPEALING ORDINANCE 009-2025 FOR THE ORGANIZATION OF THE FAIRWAY CLIFFS COMMUNITY AUTHORITY AND DECLARING AN EMERGENCY.

Councilor Smith introduced and moved to suspend the rules on Ordinance No. 067-2025 and Councilor Brown seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Morrison voted Yes; Councilor Smith voted Yes; Councilor Heck voted Yes; Councilor Elmore voted Yes; Councilor Brown voted Yes; and the rules on Ordinance No. 067-2025 were suspended.

Councilor Smith moved to adopt Ordinance No. 067-2025 and Councilor Brown seconded the motion.

Councilor Dixon read a prepared statement regarding the repeal of Ordinances 009-2025, 010-2025, and 011-2025. No copy is available in the file.

Councilor Elmore made a statement regarding Ordinances 009-2025, 010-2025, and 011-2025. The city will not provide any incentives to the developer, which makes it a moot issue and it would be dismissed anyway once it reaches the electors.

Councilor Morrison stated that they are actually voting on the citizen's right to take this to the ballot.

Councilor Smith appreciates what Councilor Morrison said, but the issue at the ballot is about repealing the incentive, which is what would be voted on, which is what they are being asked to do today.

Councilor Morrison agreed with what Council Smith said, but the fact that over four hundred people tax paying citizens wanting to move this to the ballot, and he does not believe that this body should prevent that.

Councilor Dixon added that this is about the citizens, their work, the petitions and the referendum they put together. It is not about Council or repealing things. Let them have it.

Mayor Bivens stated, for the record, that he wanted to make a clarification. He emphasized that this is not a question but rather a statement regarding the administration's position. If the proposal were to go to a referendum and the citizens of Whitehall were to approve the incentives initiated by the Council, it is important to consider the citizens' perspective. Although there is a possibility that the citizens may reject the initiatives, if they were to approve the incentives, he would ensure that every member of the public is informed. In that case, he will instruct the Director of Economic Development to discuss with the developer the possibility of reinstating option B, which relates to the original incentives that were offered.

Councilor Morrison expressed gratitude to the Mayor for providing information, as he highlighted both sides of the issue.

Councilor Elmore emphasized that a referendum involves significant effort. However, when all parties meet their obligations and no outstanding issues remain—with the developer agreeing to remove the incentive component and the city accepting this decision—it does not diminish the hard work undertaken. This situation serves as a reminder that such occurrences are part of the referendum process. Sometimes, issues are resolved when both parties agree to remove certain elements from consideration, effectively taking them off the ballot. This was the case with SB 5. The dedication and effort put forth by everyone involved are not going unnoticed.

Councilor Morrison emphasized the reasons he thinks it should go to the ballot by referencing what the Mayor had stated earlier.

Mayor Bivens appreciated Councilor Morrison's comments regarding the developer's decision to publicly announce that he is no longer seeking the incentives. At this point, this situation represents an offer and acceptance: the developer has stated that he does not want the incentives. The City Council now has to decide whether to accept or reject these incentives. He expressed his concern about not wanting to play games in the future, particularly if the issue is brought to a ballot. If the citizens later decide that providing the incentives is acceptable, he does not want the City Council to circumvent the developer by claiming bad faith, arguing that the developer had previously indicated a lack of interest. He wishes to avoid creating a catch-22 situation. For the record, regardless of any future ballot outcomes—which are unpredictable—Mayor Bivens wants to clarify that he does not want the developer's statements about the incentives to be used against him in the event that the incentives are eventually approved. Furthermore, he does not want the developer to delay any exercise of their property rights while awaiting the election results. Currently, it appears that the developer has withdrawn their appeal of the plat in preparation for Plan C, which involves marking trees and other necessary preparations. Mayor Bivens insists that the developer should not think they can postpone these actions because of the upcoming vote.

The results of the roll call vote were as follows: Councilor Dixon voted No; Councilor Morrison voted No; Councilor Smith voted Yes; Councilor Heck Abstained; Councilor Elmore voted Yes; Councilor Brown Abstained; President Potter voted No; and Ordinance No. 067-2025 was defeated.

ORDINANCE NO. 068-2025 was read by title only by President Potter:

REPEALING ORDINANCE 010-2025 FOR THE COMMUNITY REINVESTMENT AREA AGREEMENT FOR FAIRWAY CLIFFS LLC AND DECLARING AN EMERGENCY.

Councilor Smith introduced and moved to suspend the rules on Ordinance No. 068-2025 and Councilor Brown seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Morrison voted Yes; Councilor Smith voted Yes; Councilor Heck voted Yes; Councilor Elmore voted Yes; Councilor Brown voted Yes; and the rules on Ordinance No. 068-2025 were suspended.

Councilor Smith moved to adopt Ordinance No. 068-2025 and Councilor Brown seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted No; Councilor Morrison voted No; Councilor Smith voted Yes; Councilor Heck Abstained; Councilor Elmore voted Yes; Councilor Brown Abstained; President Potter voted No; and Ordinance No. 068-2025 was defeated.

ORDINANCE NO. 069-2025 was read by title only by President Potter:

REPEALING ORDINANCE 011-2025 FOR THE FAIRWAY BOULEVARD TAX INCENTIVE DISTRICT AND DECLARING AN EMERGENCY.

Councilor Smith introduced and moved to suspend the rules on Ordinance No. 069-2025 and Councilor Brown seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Morrison voted Yes; Councilor Smith voted Yes; Councilor Heck voted Yes; Councilor Elmore voted Yes; Councilor Brown voted Yes; and the rules on Ordinance No. 069-2025 were suspended.

Councilor Smith moved to adopt Ordinance No. 069-2025 and Councilor Brown seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted No; Councilor Morrison voted No; Councilor Smith voted Yes; Councilor Heck Abstained; Councilor Elmore voted Yes; Councilor Brown Abstained; President Potter voted No; and Ordinance No. 069-2025 was defeated.

FIRST READING:

RESOLUTION NO. 027-2025 was read by title only by President Potter:

REPEALING RESOLUTION 017-2025 WHICH PLACED THE REFERENDUM OF ORDINANCE 009-2025 ON THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

Councilor Smith introduced and moved to TABLE INDEFINITELY Resolution No. 027-2025 and Councilor Heck seconded the motion. There was no discussion. On a roll call vote, all members voted in the affirmative and Resolution No. 027-2025 was TABLED INDEFINITELY.

RESOLUTION NO. 028-2025 was read by title only by President Potter:

REPEALING RESOLUTION 018-2025 WHICH PLACED THE REFERENDUM OF ORDINANCE 010-2025 ON THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

Councilor Smith introduced and moved to TABLE INDEFINITELY Resolution No. 028-2025 and Councilor Heck seconded the motion. There was no discussion. On a roll call vote, all members voted in the affirmative and Resolution No. 028-2025 was TABLED INDEFINITELY.

RESOLUTION NO. 029-2025 was read by title only by President Potter:

REPEALING RESOLUTION 019-2025 WHICH PLACED THE REFERENDUM OF ORDINANCE 011-2025 ON THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

Councilor Smith introduced and moved to TABLE INDEFINITELY Resolution No. 029-2025 and Councilor Heck seconded the motion. There was no discussion. On a roll call vote, all members voted in the affirmative and Resolution No. 029-2025 was TABLED INDEFINITELY.

RESOLUTION NO. 030-2025 was read by title only by President Potter:

REPEALING AND REPLACING RESOLUTION 017-2025, DIRECTING THE SUBMISSION OF THE QUESTION OF APPROVING ORDINANCE NO. 009-2025 TO THE ELECTORS AT THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

Councilor Dixon introduced and moved to suspend the rules on Resolution No. 030-2025 and Councilor Heck seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Morrison voted Yes; Councilor Smith voted Yes; Councilor Heck voted Yes; Councilor Elmore voted No; Councilor Brown voted Yes; and the rules on Resolution No. 030-2025 were suspended.

Councilor Dixon moved to adopt Resolution No. 030-2025 and Councilor Heck seconded the motion.

Councilor Dixon stated that this is merely the ballot language on the referendum.

Councilor Elmore requested a special meeting to be held next Thursday because they have just received a lot of information on this.

Councilor Elmore's request was not considered.

The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Morrison voted Yes; Councilor Smith voted Yes; Councilor Heck voted Yes; Councilor Elmore voted No; Councilor Brown voted Yes; and Resolution No. 030-2025 was adopted.

RESOLUTION NO. 031-2025 was read by title only by President Potter:

REPEALING AND REPLACING RESOLUTION 018-2025, DIRECTING THE SUBMISSION OF THE QUESTION OF APPROVING ORDINANCE NO. 010-2025 TO THE ELECTORS AT THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

Councilor Dixon introduced and moved to suspend the rules on Resolution No. 031-2025 and Councilor Heck seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Morrison voted Yes; Councilor Smith voted Yes; Councilor Heck voted Yes; Councilor Elmore voted No; Councilor Brown voted Yes; and the rules on Resolution No. 031-2025 were suspended.

Councilor Dixon moved to adopt Resolution No. 031-2025 and Councilor Heck seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Morrison voted Yes; Councilor Smith voted Yes; Councilor Heck voted Yes; Councilor Elmore voted No; Councilor Brown voted Yes; and Resolution No. 031-2025 was adopted.

RESOLUTION NO. 032-2025 was read by title only by President Potter:

REPEALING AND REPLACING RESOLUTION 019-2025, DIRECTING THE SUBMISSION OF THE QUESTION OF APPROVING ORDINANCE NO. 011-2025 TO THE ELECTORS AT THE NOVEMBER 4, 2025 BALLOT AND DECLARING AN EMERGENCY.

Councilor Dixon introduced and moved to suspend the rules on Resolution No. 032-2025 and Councilor Heck seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Morrison voted Yes; Councilor Smith voted Yes; Councilor Heck voted Yes; Councilor Elmore voted No; Councilor Brown voted Yes; and the rules on Resolution No. 032-2025 were suspended.

Councilor Dixon moved to adopt Resolution No. 032-2025 and Councilor Heck seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Morrison voted Yes; Councilor Smith voted Yes; Councilor Heck voted Yes; Councilor Elmore voted No; Councilor Brown voted Yes; and Resolution No. 032-2025 was adopted.

RESOLUTION NO. 033-2025 was read by title only by President Potter:

DIRECTING THE SUBMISSION OF THE QUESTION OF APPROVING CITIZEN INITIATED ORDINANCE NO. 042-2025 AMENDING THE ZONING MAP TO ESTABLISH THE FAIRWAY BOULEVARD OVERLAY DISTRICT TO THE ELECTORS AT THE NOVEMBER 4, 2025 GENERAL ELECTION AND DECLARING AN EMERGENCY.

Councilor Dixon introduced and moved to suspend the rules on Resolution No. 033-2025 and Councilor Morrison seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Morrison voted Yes; Councilor Smith voted Yes; Councilor Heck voted Yes; Councilor Elmore voted No; Councilor Brown voted Yes; and the rules on Resolution No. 033-2025 were suspended.

Councilor Dixon moved to adopt Resolution No. 033-2025 and Councilor Morrison seconded the motion. There was no discussion. The results of the roll call vote were as follows: Councilor Dixon voted Yes; Councilor Morrison voted Yes; Councilor Smith voted Yes; Councilor Heck voted Yes; Councilor Elmore voted No; Councilor Brown voted Yes; and Resolution No. 033-2025 was adopted.

RESOLUTION NO 025-2025 was read by title only by President Potter:

AUTHORIZING THE MAYOR TO ACCEPT MONETARY DONATIONS FOR THE FOOD TRUCK & FUN FEST.

Councilor Elmore introduced and moved to suspend the rules on Resolution No. 025-2025 and Councilor Morrison seconded the motion. There was no discussion. On a roll call vote, all members voted in the affirmative and the rules on Resolution No. 025-2025 were suspended.

Councilor Elmore moved to adopt Resolution No. 025-2025 and Councilor Morrison seconded the motion. There was no discussion. On a roll call vote, all members voted in the affirmative, and Resolution No. 025-2025 was adopted.

ORDINANCE NO 070-2025 was read by title only by President Potter:

APPROVING AND MAKING A SUPPLEMENTAL APPROPRIATION OF FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) FROM PREVIOUSLY UNAPPROPRIATED MONIES IN THE GENERAL FUND (101) TO THE FOOD TRUCK & FUN FEST EXPENSE ACCOUNT (101.200.56150).

Councilor Elmore introduced and moved to suspend the rules on Ordinance No. 070-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and the rules on Ordinance No. 070-2025 were suspended.

Councilor Elmore moved to adopt Ordinance No. 070-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and Ordinance No. 070-2025 was adopted.

ORDINANCE NO 071-2025 was read by title only by President Potter:

APPROVING AND MAKING A FUND TRANSFER IN THE AMOUNT OF FOUR HUNDRED FIFTY SEVEN THOUSAND THREE HUNDRED SEVENTY-TWO AND 37/100 DOLLARS (\$457,372.37) FROM UNAPPROPRIATED MONIES IN THE WATER UTILITY FUND (841) TO THE DEBT SERVICE FUND (401).

Councilor Elmore introduced and moved to suspend the rules on Ordinance No. 071-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and the rules on Ordinance No. 071-2025 were suspended.

Councilor Elmore moved to adopt Ordinance No. 071-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and Ordinance No. 071-2025 was adopted.

ORDINANCE NO 072-2025 was read by title only by President Potter:

AUTHORIZING AND APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00) FROM UNAPPROPRIATED MONIES IN THE GENERAL FUND (101) TO THE UNEMPLOYMENT COMPENSATION EXPENSE ACCOUNT 101.900.54011.

Councilor Elmore introduced and moved to suspend the rules on Ordinance No. 072-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and the rules on Ordinance No. 072-2025 were suspended.

Councilor Elmore moved to adopt Ordinance No. 072-2025, and Councilor Morrison seconded the motion. There was no discussion. All members voted in the affirmative on a roll call vote, and Ordinance No. 072-2025 was adopted.

RESOLUTION NO 026-2025 was read by title only by President Potter:

RESOLVING TO APPROVE "THEN AND NOW" CERTIFICATES.

Councilor Elmore introduced and moved to suspend the rules on Resolution No. 026-2025 and Councilor Brown seconded the motion. There was no discussion. On a roll call vote, all members voted in the affirmative and the rules on Resolution No. 026-2025 were suspended.

Councilor Elmore moved to adopt Resolution No. 026-2025 and Councilor Brown seconded the motion. There was no discussion. On a roll call vote, all members voted in the affirmative, and Resolution No. 026-2025 was adopted.

The meeting adjourned at 8:31 p.m.

Submitted by,

Julie A. Ogg, Clerk of Council

APPROVED: August 19, 2025

Larry Morrison, Council President Pro Tem

Fund Number	Fund Description	Auditor's Beginning Balance	Outstanding Checks	Treasurer's Beginning Balance	Revenue	Adjustments & Transfers	Checks/ ACH/EFT Cleared	Treasurer's Ending Balance	Outstanding Checks	Auditor's Ending Balance	Unexpended Balance	Difference; See Notes
101	General Fund	\$ 7,652,749.71	\$ 292,312.66	\$ 7,945,062.37	\$ 3,573,350.84	\$ (722,260.96)	2,282,413.00	\$ 8,513,739.25	\$ 348,431.44	\$ 8,165,307.81	\$ 8,165,307.81	\$ -
110	Budget Stabilization	\$ 500,000.00	\$ -	\$ 500,000.00	\$ -	\$ -	-	\$ 500,000.00	\$ -	\$ 500,000.00	\$ 500,000.00	\$ -
201	Street Maintenance	\$ 676,854.02	\$ 23,482.17	\$ 700,336.19	\$ 110,557.69	\$ -	122,862.70	\$ 688,031.18	\$ 6,583.50	\$ 681,447.68	\$ 681,447.68	\$ -
202	FEMA-Pre-Disaster	\$ 70,675.40	\$ -	\$ 70,675.40	\$ -	\$ -	-	\$ 70,675.40	\$ -	\$ 70,675.40	\$ 70,675.40	\$ -
204	Blue Jackets Grant Fund	\$ 50,706.00	\$ -	\$ 50,706.00	\$ -	\$ -	-	\$ 50,706.00	\$ -	\$ 50,706.00	\$ 50,706.00	\$ -
208	Corona Virus Emergency	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
209	American Rescue Plan	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
211	State Highway	\$ 431,755.58	\$ -	\$ 431,755.58	\$ 7,425.29	\$ -	-	\$ 439,180.87	\$ -	\$ 439,180.87	\$ 439,180.87	\$ -
212	Police Department Grant Fund	\$ 465,260.38	\$ 43,766.77	\$ 509,027.15	\$ -	\$ -	54,506.77	\$ 454,520.38	\$ 1,046.88	\$ 453,473.50	\$ 453,473.50	\$ -
215	Mayor's Dept. Grants Fund	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
218	OAG Continuing Professional Training	\$ 127,341.59	\$ -	\$ 127,341.59	\$ -	\$ -	-	\$ 127,341.59	\$ -	\$ 127,341.59	\$ 127,341.59	\$ -
221	Fire Department Grants	\$ 13,302.20	\$ -	\$ 13,302.20	\$ -	\$ -	4,300.00	\$ 9,002.20	\$ -	\$ 9,002.20	\$ 9,002.20	\$ -
225	Parks and Rec Grants	\$ 9,700.00	\$ -	\$ 9,700.00	\$ -	\$ -	-	\$ 9,700.00	\$ -	\$ 9,700.00	\$ 9,700.00	\$ -
230	PD Enhancements Grant	\$ 5,955.66	\$ -	\$ 5,955.66	\$ -	\$ -	-	\$ 5,955.66	\$ -	\$ 5,955.66	\$ 5,955.66	\$ -
241	Law Enforcement Trust	\$ 136,443.85	\$ -	\$ 136,443.85	\$ -	\$ 311,480.00	49,370.60	\$ 398,553.25	\$ 50,148.55	\$ 348,404.70	\$ 348,404.70	\$ -
243	Dept of Justice Forfeiture	\$ 68,295.42	\$ -	\$ 68,295.42	\$ -	\$ -	-	\$ 68,295.42	\$ -	\$ 68,295.42	\$ 68,295.42	\$ -
245	Evidence Set Aside	\$ 391,055.47	\$ -	\$ 391,055.47	\$ -	\$ (311,480.00)	-	\$ 79,575.47	\$ -	\$ 79,575.47	\$ 79,575.47	\$ -
251	Mandatory Drug Fine	\$ 72,927.47	\$ -	\$ 72,927.47	\$ -	\$ -	-	\$ 72,927.47	\$ -	\$ 72,927.47	\$ 72,927.47	\$ -
252	Bulletproof Vests Grant	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
255	State of Ohio Opioid Settlement	\$ 73,412.44	\$ -	\$ 73,412.44	\$ -	\$ -	-	\$ 73,412.44	\$ -	\$ 73,412.44	\$ 73,412.44	\$ -
256	Franklin Co. BOH Grant	\$ 3,794.31	\$ -	\$ 3,794.31	\$ -	\$ -	-	\$ 3,794.31	\$ -	\$ 3,794.31	\$ 3,794.31	\$ -
260	Police Dep Training Reimb	\$ 60,993.72	\$ -	\$ 60,993.72	\$ -	\$ -	-	\$ 60,993.72	\$ -	\$ 60,993.72	\$ 60,993.72	\$ -
261	OMVI Enforce/Ed Fund	\$ 16,490.10	\$ -	\$ 16,490.10	\$ -	\$ -	-	\$ 16,490.10	\$ -	\$ 16,490.10	\$ 16,490.10	\$ -
263	Indigent Driver	\$ 8,379.02	\$ -	\$ 8,379.02	\$ -	\$ -	-	\$ 8,379.02	\$ -	\$ 8,379.02	\$ 8,379.02	\$ -
267	2010Project Lifesaver	\$ 1,138.34	\$ -	\$ 1,138.34	\$ -	\$ -	-	\$ 1,138.34	\$ -	\$ 1,138.34	\$ 1,138.34	\$ -
269	IAG Grants Fund	\$ 11,915.55	\$ -	\$ 11,915.55	\$ -	\$ -	-	\$ 11,915.55	\$ -	\$ 11,915.55	\$ 11,915.55	\$ -
271	IAG Grant	\$ 18,547.94	\$ -	\$ 18,547.94	\$ -	\$ -	-	\$ 18,547.94	\$ -	\$ 18,547.94	\$ 18,547.94	\$ -
279	WMP/TIE Fund (THF)	\$ 8,823,281.50	\$ -	\$ 8,823,281.50	\$ -	\$ -	-	\$ 8,823,281.50	\$ -	\$ 8,823,281.50	\$ 8,823,281.50	\$ -
280	Police Department Tax Levy	\$ 845,549.45	\$ -	\$ 845,549.45	\$ -	\$ -	-	\$ 845,549.45	\$ -	\$ 845,549.45	\$ 845,549.45	\$ -
290	Mayor's Court Computer	\$ 21,196.42	\$ -	\$ 21,196.42	\$ 387.00	\$ -	110.00	\$ 21,473.42	\$ -	\$ 21,473.42	\$ 21,473.42	\$ -
291	Clerk of Court Computer	\$ 49,433.26	\$ -	\$ 49,433.26	\$ 906.00	\$ -	-	\$ 50,339.26	\$ -	\$ 50,339.26	\$ 50,339.26	\$ -
295	Hotel/Motel Tax	\$ 201,067.61	\$ -	\$ 201,067.61	\$ 4,059.65	\$ -	35.00	\$ 205,092.26	\$ -	\$ 205,092.26	\$ 205,092.26	\$ -
301	Fire Dept New Equipment	\$ 687,634.53	\$ -	\$ 687,634.53	\$ 68,142.51	\$ -	1,486.16	\$ 754,290.88	\$ -	\$ 754,290.88	\$ 754,290.88	\$ -
302	Medical Supply Fund	\$ 267,926.11	\$ -	\$ 267,926.11	\$ 24,367.66	\$ -	7,191.65	\$ 285,102.12	\$ 1,766.68	\$ 283,335.44	\$ 283,335.44	\$ -
303	Recreation Bond	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
305	Water/Sewer Mandate	\$ 617,242.29	\$ -	\$ 617,242.29	\$ -	\$ 35,733.51	29,224.92	\$ 623,750.88	\$ -	\$ 623,750.88	\$ 623,750.88	\$ -
306	Signal Improvements Hamilton	\$ 10,437.25	\$ -	\$ 10,437.25	\$ -	\$ -	-	\$ 10,437.25	\$ -	\$ 10,437.25	\$ 10,437.25	\$ -
307	Streetscape Project	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
308	N Hamilton Rd OPWC	\$ 924.03	\$ -	\$ 924.03	\$ -	\$ -	-	\$ 924.03	\$ -	\$ 924.03	\$ 924.03	\$ -
309	OPWC-Issue 2 Funds	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
310	Capital Proj/Comm Rec/Event Ctr	\$ 20,959.48	\$ -	\$ 20,959.48	\$ -	\$ -	-	\$ 20,959.48	\$ -	\$ 20,959.48	\$ 20,959.48	\$ -
311	Capital Improvements Fund	\$ 1,328,066.54	\$ 4,297.23	\$ 1,332,363.77	\$ -	\$ 35,733.51	80,402.90	\$ 1,287,694.38	\$ 649.99	\$ 1,287,044.39	\$ 1,287,044.39	\$ -
312	Capital Equipment Repl Res	\$ 102,808.89	\$ -	\$ 102,808.89	\$ -	\$ 8,933.38	-	\$ 111,742.27	\$ 18,360.47	\$ 93,381.80	\$ 93,381.80	\$ -
313	Fleet Reserve Maint Fund	\$ 277,246.68	\$ 44,535.70	\$ 321,782.38	\$ -	\$ 250,000.00	50,117.81	\$ 521,664.57	\$ 5,180.92	\$ 516,483.65	\$ 516,483.65	\$ -
314	Technology Fund	\$ 95,918.00	\$ 4,938.80	\$ 100,856.80	\$ -	\$ 182,187.07	10,932.67	\$ 272,111.20	\$ 21,123.17	\$ 250,988.03	\$ 250,988.03	\$ -
315	Life Cycle Replacement	\$ 143,382.75	\$ -	\$ 143,382.75	\$ -	\$ (85,349.26)	4,753.97	\$ 53,279.52	\$ 1,518.06	\$ 51,761.46	\$ 51,761.46	\$ -
316	Economic Development	\$ 1,685,000.00	\$ -	\$ 1,685,000.00	\$ -	\$ -	425,602.32	\$ 1,259,397.68	\$ 4,575.00	\$ 1,254,822.68	\$ 1,254,822.68	\$ -
317	IG Infrastructure	\$ 75,262.85	\$ -	\$ 75,262.85	\$ -	\$ -	-	\$ 75,262.85	\$ -	\$ 75,262.85	\$ 75,262.85	\$ -
319	OPWC Ema Road	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
320	Municipal Fiber Project	\$ 17,746.80	\$ -	\$ 17,746.80	\$ -	\$ -	-	\$ 17,746.80	\$ -	\$ 17,746.80	\$ 17,746.80	\$ -
322	OPWC Improvement	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
323	Clean Ohio Project	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
324	Police Building Renovation/Addition	\$ 1,739,288.77	\$ -	\$ 1,739,288.77	\$ 6,908.02	\$ -	3,387.34	\$ 1,742,809.45	\$ -	\$ 1,742,809.45	\$ 1,742,809.45	\$ -
325	OWDA Improvement Fund	\$ 1,300,500.00	\$ -	\$ 1,300,500.00	\$ -	\$ -	-	\$ 1,300,500.00	\$ -	\$ 1,300,500.00	\$ 1,300,500.00	\$ -
330	City Hall Renovation	\$ 1,641,840.62	\$ -	\$ 1,641,840.62	\$ 6,295.48	\$ -	-	\$ 1,648,136.10	\$ 3,750.00	\$ 1,644,386.10	\$ 1,644,386.10	\$ -
401	Debt Service	\$ 149,814.49	\$ 504,240.01	\$ 654,054.50	\$ -	\$ -	504,240.01	\$ 149,814.49	\$ -	\$ 149,814.49	\$ 149,814.49	\$ -
501	COBRA-Extended Benefits	\$ 282,748.28	\$ -	\$ 282,748.28	\$ (218,909.23)	\$ -	3,332.04	\$ 60,507.01	\$ -	\$ 60,507.01	\$ 60,507.01	\$ -
505	Accrued Benefit Reserve Fund	\$ 5,747.91	\$ -	\$ 5,747.91	\$ -	\$ 205,000.00	127,306.42	\$ 83,441.49	\$ -	\$ 83,441.49	\$ 83,441.49	\$ -
510	Unclaimed Fund	\$ 71,273.93	\$ -	\$ 71,273.93	\$ 57.00	\$ -	-	\$ 71,330.93	\$ -	\$ 71,330.93	\$ 71,330.93	\$ -
511	Self Funded Insurance Trust	\$ 531,931.22	\$ -	\$ 531,931.22	\$ 432,187.97	\$ 90,022.75	304,141.94	\$ 750,000.00	\$ -	\$ 750,000.00	\$ 750,000.00	\$ -
540	COE Storm shed Project	\$ 392.98	\$ -	\$ 392.98	\$ -	\$ -	-	\$ 392.98	\$ -	\$ 392.98	\$ 392.98	\$ -
550	Community Development Trust	\$ 191,445.45	\$ -	\$ 191,445.45	\$ -	\$ -	-	\$ 191,445.45	\$ -	\$ 191,445.45	\$ 191,445.45	\$ -
803	Electrical Inspector	\$ 21,895.75	\$ -	\$ 21,895.75	\$ -	\$ -	-	\$ 21,895.75	\$ -	\$ 21,895.75	\$ 21,895.75	\$ -
804	Inspection Deposit	\$ 40,116.46	\$ -	\$ 40,116.46	\$ 75.00	\$ -	5,612.59	\$ 34,578.87	\$ -	\$ 34,578.87	\$ 34,578.87	\$ -
805	Trunk and Storm Sewer	\$ 2,159.82	\$ -	\$ 2,159.82	\$ -	\$ -	-	\$ 2,159.82	\$ -	\$ 2,159.82	\$ 2,159.82	\$ -
810	Energy Project Fund	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
820	Flexible Spending Account	\$ 32,852.34	\$ -	\$ 32,852.34	\$ 3,134.54	\$ -	4,954.26	\$ 31,032.62	\$ -	\$ 31,032.62	\$ 31,032.62	\$ -
830	Jefferson Township	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
840	Sewer Utility Fund	\$ 631,744.33	\$ -	\$ 631,744.33	\$ 5,447.71	\$ -	-	\$ 637,192.04	\$ -	\$ 637,192.04	\$ 637,192.04	\$ -
841	Water Utility Fund	\$ 1,726,707.57	\$ -	\$ 1,726,707.57	\$ 20,649.39	\$ -	-	\$ 1,747,356.96	\$ -	\$ 1,747,356.96	\$ 1,747,356.96	\$ -
851	Plumbing Permits	\$ 28,720.43	\$ -	\$ 28,720.43	\$ 1,245.00	\$ -	1,533.00	\$ 28,432.43	\$ -	\$ 28,432.43	\$ 28,432.43	\$ -
852	Special Deposit	\$ 13,941.52	\$ -	\$ 13,941.52	\$ -	\$ -	-	\$ 13,941.52	\$ -	\$ 13,941.52	\$ 13,941.52	\$ -
853	Street Maintenance Deposit	\$ 1,957.50	\$ -	\$ 1,957.50	\$ -	\$ -	-	\$ 1,957.50	\$ -	\$ 1,957.50	\$ 1,957.50	\$ -
854	Acceage Fees	\$ 15,775.85	\$ -	\$ 15,775.85	\$ -	\$ -	-	\$ 15,775.85	\$ -	\$ 15,775.85	\$ 15,775.85	\$ -
855	Christmas Tree Lot Bond	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	-	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -
856	State Sales Tax	\$ (18.04)	\$ -	\$ (18.04)	\$ -	\$ -	-	\$ (18.04)	\$ -	\$ (18.04)	\$ (18.04)	\$ -
860	Recreation Trust Fund	\$ 106,754.37	\$ 170.00	\$ 106,924.37	\$ 2,276.66	\$ -	8,404.91	\$ 100,796.12	\$ 3,295.87	\$ 97,500.25	\$ 97,500.25	\$ -
Totals		\$ 34,676,670.16	\$ 917,743.34	\$ 35,594,413.50	\$ 4,048,564.18	\$ -	\$ 4,086,222.98	\$ 35,556,754.70	\$ 466,430.53	\$ 35,090,324.17	\$ 35,090,324.17	\$ -

Notes:



Treasurer's Fund Reconciliation Report
6/30/25

Funds	Treasurer's Balance	Outstanding Checks	Auditor's Balance
101 General Fund	\$ 8,513,739.25	\$ 348,431.44	\$ 8,165,307.81
110 Budget Stabilization	\$ 500,000.00	-	\$ 500,000.00
201 Street Maintenance	\$ 688,031.18	\$ 6,583.50	\$ 681,447.68
202 FEMA-Pre-Disaster	\$ 70,675.40	-	\$ 70,675.40
204 Blue Jackets Grant Fund	\$ 50,706.00	-	\$ 50,706.00
208 Corona Virus Emergency	\$ -	-	-
209 American Rescue Plan	\$ -	-	-
211 State Highway	\$ 439,180.87	-	\$ 439,180.87
212 Police Department Grant Fund	\$ 454,520.38	\$ 1,046.88	\$ 453,473.50
215 Mayor's Dept. Grants Fund	\$ -	-	-
218 OAG Continuing Professional Training	\$ 127,341.59	-	\$ 127,341.59
221 Fire Department Grants	\$ 9,002.20	-	\$ 9,002.20
225 Parks and Recreation Grants	\$ 9,700.00	-	\$ 9,700.00
230 PD Enhancements Grant	\$ 5,955.66	-	\$ 5,955.66
241 Law Enforcement Trust	\$ 398,553.25	\$ 50,148.55	\$ 348,404.70
243 Dept of Justice Forfeiture	\$ 68,295.42	-	\$ 68,295.42
245 Evidence Set Aside	\$ 79,575.47	-	\$ 79,575.47
251 Mandatory Drug Fine	\$ 72,927.47	-	\$ 72,927.47
252 Bulletproof Vests Grant	\$ -	-	-
255 State of Ohio Opioid Settlement	\$ 73,412.44	-	\$ 73,412.44
256 Franklin Co BOH Grant	\$ 3,794.31	-	\$ 3,794.31
260 Police Dep Training Reimb	\$ 60,993.72	-	\$ 60,993.72
261 OMTV Enforce/Ed Fund	\$ 16,490.10	-	\$ 16,490.10
263 Indigent Driver	\$ 8,379.02	-	\$ 8,379.02
267 2010Project Lifesaver	\$ 1,138.34	-	\$ 1,138.34
269 JAG Grants	\$ 11,915.55	-	\$ 11,915.55
271 JAG Grant	\$ 18,547.94	-	\$ 18,547.94
279 WMP/TTE Fund (TH)	\$ 8,823,281.50	-	\$ 8,823,281.50
280 Police Department Tax Levy	\$ 845,549.45	-	\$ 845,549.45
290 Mayor's Court Computer	\$ 21,473.42	-	\$ 21,473.42
291 Clerk of Court Computer	\$ 50,339.26	-	\$ 50,339.26
295 Hotel/Motel Tax	\$ 205,092.26	-	\$ 205,092.26
301 Fire Dept New Equipment	\$ 754,290.88	-	\$ 754,290.88
302 Medical Supply Fund	\$ 285,102.12	\$ 1,766.68	\$ 283,335.44
303 Recreation Bond	\$ -	-	-
305 Water/Sewer Mandate	\$ 623,750.88	-	\$ 623,750.88
306 Signal Improvements Hamilton	\$ 10,437.25	-	\$ 10,437.25
307 Streetscape Project	\$ -	-	-
308 N Hamilton Rd OPWC	\$ 924.03	-	\$ 924.03
309 OPWC-Issue 2 Funds	\$ -	-	-
310 Capital Proj/Comm Rec/Event Center	\$ 20,959.48	-	\$ 20,959.48
311 Capital Improvements Fund	\$ 1,287,694.38	\$ 649.99	\$ 1,287,044.39
312 Capital Equipment Repl Res	\$ 111,742.27	\$ 18,360.47	\$ 93,381.80
313 Fleet Reserve Maint Fund	\$ 521,664.57	\$ 5,180.92	\$ 516,483.65
314 Technology Fund	\$ 272,111.20	\$ 21,123.17	\$ 250,988.03
315 Life Cycle Replacement	\$ 53,279.52	\$ 1,518.06	\$ 51,761.46
316 Economic Development	\$ 1,259,397.68	\$ 4,575.00	\$ 1,254,822.68
317 FC Infrastructure	\$ 75,262.85	-	\$ 75,262.85
319 OPWC Ema Road	\$ -	-	-
320 Municipal Fiber Project	\$ 17,746.80	-	\$ 17,746.80
322 OPWC Improvement	\$ -	-	-
323 Clean Ohio Project	\$ -	-	-
324 Police Building Renovation/Addition	\$ 1,742,809.45	-	\$ 1,742,809.45
325 OWDA Improvement Fund	\$ 1,300,500.00	-	\$ 1,300,500.00
330 City Hall Renovation	\$ 1,648,136.10	\$ 3,750.00	\$ 1,644,386.10
401 Debt Service	\$ 149,814.49	-	\$ 149,814.49
501 COBRA-Extended Benefits	\$ 60,507.01	-	\$ 60,507.01
505 Accrued Benefit Reserve Fund	\$ 83,441.49	-	\$ 83,441.49
510 Unclaimed Fund	\$ 71,330.93	-	\$ 71,330.93
511 Self Funded Insurance Trust	\$ 750,000.00	-	\$ 750,000.00
540 COE Storm shed Project	\$ 392.98	-	\$ 392.98
550 Community Development Trust	\$ 191,445.45	-	\$ 191,445.45
803 Electrical Inspector	\$ 21,895.75	-	\$ 21,895.75
804 Inspection Deposit	\$ 34,578.87	-	\$ 34,578.87
805 Trunk and Storm Sewer	\$ 2,159.82	-	\$ 2,159.82
810 Energy Project Fund	\$ -	-	-
820 Flexible Spending Account	\$ 31,032.62	-	\$ 31,032.62
830 Jefferson Township	\$ -	-	-
840 Sewer Utility Fund	\$ 637,192.04	-	\$ 637,192.04
841 Water Utility Fund	\$ 1,747,356.96	-	\$ 1,747,356.96
851 Plumbing Permits	\$ 28,432.43	-	\$ 28,432.43
852 Special Deposit	\$ 13,941.52	-	\$ 13,941.52
853 Street Maintenance Deposit	\$ 1,957.50	-	\$ 1,957.50
854 Acreage Fees	\$ 15,775.85	-	\$ 15,775.85
855 Christmas Tree Lot Bond	\$ 300.00	-	\$ 300.00
856 State Sales Tax	\$ (18.04)	-	\$ (18.04)
860 Recreation Trust Fund	\$ 100,796.12	\$ 3,295.87	\$ 97,500.25
Totals	\$ 35,556,754.70	\$ 466,430.53	\$ 35,090,324.17

Bank Reconciliation

Heartland-Flex Spend	\$ 38,509.97
Key Bank-EMS Checking	\$ 538,998.41
Heartland-Premium Checking	\$ 6,360,337.42
Heartland-General Checking	\$ 8,988,598.64
Star Ohio-Investments #36499	\$ 5,346,453.45
Star Ohio-City Hall Renovation #77149	\$ 1,727,496.10
Star Ohio-PD Renovation #77150	\$ 1,895,579.18
U.S. Bank-Investments #0420 (Cost)	\$ 8,981,226.11
Huntington-EMS Checking	\$ 1,469,820.10
Totals	\$ 35,347,079.38

Difference \$ (209,675.32) ¹

Shaquille D. Alexander, Treasurer

Notes: 1) The difference is reconciled as follows:
OPERS \$258.91
UMR Claims \$209,416.41

**SHAQUILLE
ALEXANDER**
City Treasurer

\$209,675.32 ¹



Treasurer's Investment Report
6/30/25

Institution	Account Information	Balances	% of Portfolio	Yield %
Key Bank	EMS	538,998.41	1.52%	
Heartland	General Checking	8,988,598.64	25.40%	
Heartland	Premium Checking #4879	6,360,337.42	17.98%	1.51%
Star Ohio	General Investments #36499	5,346,453.45	15.11%	4.45%
Star Ohio	City Hall Renovation #77149	1,727,496.10	4.88%	4.45%
Star Ohio	PD Renovation #77150	1,895,579.18	5.36%	4.45%
U.S. Bank ¹	General Investments #0420	9,055,525.81	25.59%	3.88%
Huntington	EMS #6106	1,469,820.10	4.15%	1.44%
	Total	<u><u>\$ 35,382,809.11</u></u>		

Notes:

1) Bank investments are reported on market values including an unrealized gain of: \$ 74,299.70

Shaquille D. Alexander, Treasurer
Copies to: City Council
Auditor
Mayor

**SHAQUILLE
ALEXANDER**
 City Treasurer

ORDINANCE NO. 061-2025

AN ORDINANCE ADOPTING CHAPTER 512 OF THE CODIFIED ORDINANCES OF THE CITY OF WHITEHALL ESTABLISHING UNLAWFUL DISCRIMINATORY PRACTICES IN THE CITY OF WHITEHALL AND DECLARING AN EMERGENCY.

WHEREAS, the City of Whitehall wishes to affirm the City's policies prohibiting discrimination on the basis of race, color, religion, sex, national origin, immigration status, age, familial status, disability, pregnancy, sexual orientation, gender identify, or gender expression; and

WHEREAS, Council desires to adopt local prohibitions on discrimination, and to supplement existing federal and state prohibitions to prohibit discrimination on the basis of race, color, religion, sex, national origin, immigration status, age, familial status, disability, pregnancy, sexual orientation, gender identify, or gender expression; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WHITEHALL, OHIO:

SECTION 1: Chapter 512, attached hereto as Exhibit A and incorporated herein, be adopted into Part Five of the Whitehall Codified Ordinances.

SECTION 2: That this Ordinance shall go into full force and effect immediately upon its passage and approval by the Mayor.

PASSED this ____ day of _____, 2025.

ATTEST:

Clerk of Council

President of Council

APPROVED this ____ day of _____, 2025.

Mayor

CHAPTER 512 Unlawful Discrimination

512.01 Purpose

512.02 Definitions.

512.03 Unlawful discriminatory employment practices.

512.04 Unlawful discriminatory housing practices.

512.05 Unlawful discriminatory practices in public accommodations.

512.06 Conversion therapy prohibited

512.07 Complaint procedure.

512.08 Complaints alleging unlawful discriminatory practices by the City of Whitehall

512.09 Failure to comply with subpoena.

512.10 Failure to comply with an order of the Hearing Officer.

512.11 Failure to pay financial sanctions imposed by the Hearing Officer.

512.12 – 512.97 Reserved

512.98 Severability

512.01 PURPOSE.

It is the intent of the City of Whitehall to create safeguards and protections against discrimination and intimidation based on race, religion, ethnicity, national origin, sex, disability, military status, family or marital status, sexual orientation, gender identity or expression, and natural hairstyle and/or texture.

512.02 DEFINITIONS.

As used in this chapter:

- (a) "Age" means at least forty years old, except as otherwise provided in this chapter.
- (b) "Aggrieved individual" means an individual who claims to have been injured by an unlawful discriminatory act or practice described in this chapter.
- (c) "Burial lot" means any lot for the burial of deceased individuals within any public burial ground or cemetery, including, but not limited to, cemeteries owned and operated by companies or associations incorporated for cemetery purposes.
- (d) "City Attorney" means the individual elected, pursuant to Section 26 of the Whitehall Charter, or the designee of such individual.

- (e) "Common use areas" means rooms, spaces, or elements inside or outside a building that are made available for the use of residents of the building or their guests, and includes, but is not limited to, hallways, lounges, lobbies, laundry rooms, refuse rooms, mail rooms, recreational areas, and passageways among and between buildings.
- (f) "Complainant" means an aggrieved individual who, pursuant to the provisions of this chapter, files with the Clerk of Council a written complaint alleging an unlawful discriminatory act or practice.
- (g) "Controlled substance" has the same meaning as in R.C. § 3719.01.
- (h) "Covered multifamily dwellings" means buildings consisting of four or more units if such buildings have one or more elevators and ground floor units in other buildings consisting of four or more units.
- (i) "Conversion Therapy" means any practices or treatments that seek to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Conversion therapy shall not include counseling that provides assistance to a person undergoing gender transition, or counseling that provides acceptance, support and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual-orientation-neutral intervention to prevent or address conduct or unsafe practices, as long as such counseling does not seek to change an individual's sexual orientation or gender identity.
- (j) "Disability" or "disabled" with respect to an individual means a physical or mental impairment that substantially limits one or more major life activities, including the functions of caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; a record of a physical or mental impairment; or being regarded as having a physical or mental impairment. "Disability" does not include any physiological disorder or condition, mental or psychological disorder, or disease or condition caused by an illegal use of any controlled substance by an employee, applicant, or other individual, if an employer, employment agency, personnel placement service, labor organization, or joint labor-management committee acts on the basis of that illegal use.
- (k) "Disabled tenant" means a tenant or prospective tenant who is an individual with a disability.
- (l) "Discriminate" means to differentiate and treat differently, including to segregate or separate.
- (m) "Discriminatory restrictive covenant" means any specification in a deed, land contract, or lease limiting the transfer, rental, lease, or other use of any housing accommodations because of race, color, religion, sex, national origin, age, familial status, disability, pregnancy, sexual orientation, gender identity, or gender expression, as a condition of affiliation or approval.
- (n) "Dwelling unit" means a single unit of residence for a family of one or more individuals.

- (o) "Employee" means an individual employed by any employer but does not include any individual employed in the domestic service of any person.
- (p) "Employer" includes any person who regularly employs for compensation four or more individuals, excluding the employer's parents, spouse, and children, including any person acting directly or indirectly in the interest of an employer, provided "employer" does not include a public school system, or an agency of government other than the City.
- (q) "Employment agency" includes any person regularly undertaking, with or without compensation, to procure opportunities for employment or to procure, recruit, refer, or place employees.
- (r) "Familial status" means having either of the following family characteristics, where "family" also includes an individual:
 - (1) One or more individuals who are under eighteen years of age and who are domiciled with a parent or guardian having legal custody of the individual or domiciled, with the written permission of the parent or guardian having legal custody, with a designee of the parent or guardian;
 - (2) Any individual who is pregnant or in the process of securing legal custody of any individual who is under eighteen years of age.
- (s) "Gender expression" means external manifestations of gender, expressed through one's behavior or appearance, that may or may not be those traditionally associated with the individual's assigned sex at birth.
- (t) "Gender identity" means an individual's sense of having, or being perceived as having, a gender that may or may not be traditionally associated with the individual's assigned sex at birth.
- (u) "Hearing Officer" means a neutral independent contractor, hired by the City, who conducts an administrative hearing based on a complaint filed pursuant to the provisions of this chapter.
- (v) "Housing accommodations" includes any building or structure, or portion of a building or structure, that is used or occupied or is intended, arranged, or designed to be used or occupied as the home residence, dwelling, dwelling unit, or sleeping place of one or more individuals, groups, or families whether or not living independently of each other; and any vacant land offered for sale or lease. "Housing accommodations" also includes any housing accommodations held or offered for sale or rent by a real estate broker, salesperson, or agent, by any other person pursuant to authorization of the owner, by the owner, or by the owner's legal representative. "Housing accommodations" does not include any housing accommodations owned or operated by a religious organization when they are owned or operated for other than a commercial purpose and offered to individuals of the same religion.
- (w) "Labor organization" includes any organization that exists, in whole or in part, for the purpose of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or other mutual aid or protection in relation to employment.

- (x) "Mayor" means the individual elected, pursuant to Section 23 of the Whitehall Charter.
- (y) "Mental health professional" means an individual who is licensed, certified, or registered under the laws of the state of Ohio to provide to an individual or group mental health services, including but not limited to, the assessment or improvement of mental, emotional, psychiatric, psychological, or psychosocial adjustment or functioning, regardless of whether there is a diagnosable, pre-existing disorder, or disease. Mental health professions include, but are not limited to, physicians specializing in the practice of psychiatry, psychologists, marriage and family therapists, licensed clinical social workers, professional clinical counselors, behavioral clinicians or therapists, nurses or any other persons offering such mental health services.
- (z) "Person" includes one or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers, and other organized groups of individuals. "Person" also includes, but is not limited to, any owner, lessor, assignor, builder, manager, broker, salesperson, appraiser, agent, employee, or lending institution.
- (aa) "Physical or mental impairment."
 - (1) "Physical or mental impairment" means any of the following except as provided in division (y)(2) of this section:
 - A. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine;
 - B. Any mental or psychological disorder, including, but not limited to, intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities;
 - C. Diseases, blood disorders and conditions, including, but not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, human immunodeficiency virus infection, intellectual disability, emotional illness, drug addiction, and alcoholism.
 - (2) "Physical or mental impairment" does not mean any of the following:
 - A. Pedophilia, exhibitionism, voyeurism, or other sexual behavior disorders;
 - B. Compulsive gambling, kleptomania, or pyromania;
 - C. Psychoactive substance use disorders resulting from the current illegal use of a controlled substance.
- (bb) "Place of public accommodation" means any inn, restaurant, eating house, hotel, motel, bank or other financial services institution, barbershop, public conveyance by air, land, or water, theater, store, other place for the sale of merchandise, or any other place of public accommodation or amusement where the accommodations, advantages, facilities, or privileges are available to the public, provided it shall not apply to accommodations of a public education system, or an agency of government other than the City.

- (cc) "Protected class" means a classification of individuals based on one or more of the following characteristics: race, color, religion, sex, national origin, age, familial status, disability, pregnancy, sexual orientation, gender identity, or gender expression.
- (dd) "Public use areas" means interior or exterior rooms or spaces of a privately owned building that are made available to the general public.
- (ee) "Religious organization" means a not for profit church, mosque, synagogue, temple, or other faith organizations etc., or integrated auxiliary of a religious institution, as those terms are used by the United States Internal Revenue Service and includes any school that incorporates substantial religious teachings or religious practices of that faith organization in that school. Religious organization does not include any hospital or medical facility that offers medical services to the general public.
- (ff) "Respondent" means the person who is alleged to have committed or is alleged to be committing unlawful discriminatory act(s) or practices and who is identified in a written complaint filed by a complainant.
- (gg) "Senior citizen" means an individual at least sixty years old.
- (hh) "Service animal" means a dog individually trained to do work or perform tasks for the benefit of an individual with a disability and includes an "assistance dog" as provided in R.C. § 955.011. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.
- (ii) "Sex" means the biological sex of either male or female assigned at the birth of each individual.
- (jj) "Sexual orientation" means an individual's actual or perceived heterosexuality, homosexuality, or bisexuality.
- (kk) "Source of income" means a lawful financial resource or form of assistance which the recipient appropriately discloses, and which can be verified and substantiated as derived from wages, investments, trusts, child support, spousal support, grant or loan program, and all forms of federal, state, or local assistance payments, benefits, or subsidy programs including but not limited to vouchers for rent or housing, foster child assistance, public assistance emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs, or programs administered by any federal, state, or local government, or a nonprofit entity.
- (ll) "Unlawful discriminatory practice" means any act or practice prohibited by this chapter.

512.03 UNLAWFUL DISCRIMINATORY EMPLOYMENT PRACTICES.

(a) It shall be an unlawful discriminatory employment practice, except where based upon applicable national security regulations established by the United States:

(1) For any employer, because of an individual being in a protected class, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that individual with

respect to hiring, compensation, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.

(2) For an employment agency or personnel placement service, because of an individual being in a protected class, to do any of the following:

A. Refuse or fail to accept, register, classify properly, or refer for employment, or otherwise discriminate against any individual;

B. Comply with a request from an employer for referral of applicants for employment, if the request directly or indirectly indicates that the employer fails to comply with the provisions of this chapter.

(3) For any labor organization to do any of the following:

A. Limit or restrict its membership on the basis of an individual being in a protected class;

B. Discriminate against, limit the employment opportunities of, or otherwise adversely affect the employment status, wages, hours, or employment conditions of any individual as an employee because of that individual being in a protected class.

(4) For any employer, labor organization, or joint labor-management committee controlling apprentice-training programs to discriminate against any individual because of that individual being in a protected class, in admission to, or employment in, any program established to provide apprentice training.

(5) Except where based on a bona fide occupational qualification certified in advance by an agency of the state or Federal government or a political subdivision, for any employer, employment agency, personnel placement service, or labor organization, prior to employment or admission to membership, to do any of the following:

A. Elicit or attempt to elicit any information concerning the protected class status of an applicant for employment or membership;

B. Use any form of application for employment, or personnel or membership blank, seeking to elicit information regarding an individual's protected class status; provided an employer holding a contract containing a nondiscrimination clause with the government of the United States, or any department or agency of that government, may require an employee or applicant for employment to furnish documentary proof of United States citizenship and may retain that proof in the employer's personnel records and may use photographic or fingerprint identification for security purposes;

C. Follow a policy of denying or limiting, through a quota system or otherwise, employment or membership opportunities of any group of individuals because of the protected class status of the individuals in that group;

D. Utilize in the recruitment or hiring of individuals any employment agency, personnel placement service, training school or center, labor organization, or any other employee-referring source known to discriminate against individuals because of their being in a protected class.

(6) For any employer to discriminate against an individual with a disability in any of the following ways:

A. By limiting, segregating, or classifying a job applicant or employee in a way that adversely affects the opportunities or status of such applicant or employee because of the disability of such applicant or employee.

B. By denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, if such denial is based on the need of such employer to make reasonable accommodation to the physical or mental impairments of the employee or applicant.

C. By failing to make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual who is an applicant or employee, unless the employer can demonstrate that, the accommodation would impose an undue hardship on the operation of the business of the employer.

D. By denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, on the basis of such disabled individual's use of a service animal, provided nothing in this chapter shall be construed to require any employer, as a reasonable accommodation, to provide a service animal to a disabled individual.

(7) For any employer to discriminate against a woman affected by pregnancy, childbirth, or related medical conditions for any employment-related purposes, including receipt of benefits under fringe benefit programs, or to fail to treat a woman so affected the same as other individuals not so affected but similar in their ability or inability to work.

(8) For any employer to discriminate against an employee or potential employee on the basis of age in offering any job opening or in the discharge of an employee without just cause who is physically able to perform the duties and otherwise meets the established requirements of the job and laws pertaining to the relationship between employer and employee.

(b) With regard to age, it shall not be an unlawful discriminatory practice and it shall not constitute a violation of this chapter for any employer, employment agency, joint labor-management committee controlling apprenticeship training programs, or labor organization to do any of the following:

(1) Establish bona fide employment qualifications reasonably related to the particular business or occupation that may include standards for skill, aptitude, physical capability, intelligence, education, maturation, and experience;

(2) Observe the terms of a bona fide seniority system or any bona fide employee benefit plan, including, but not limited to, a retirement, pension, or insurance plan, that is not a subterfuge to evade the purposes of this section. However, no such employee benefit plan shall excuse the failure to hire any individual, and no such seniority system or employee benefit plan shall require or permit the involuntary retirement of any individual, because of the individual's age except as provided for in the "Age Discrimination in Employment Act Amendment of 1978", 29 U.S.C.A. 623, as amended by the "Age Discrimination in Employment Act Amendments of 1986," 29 U.S.C.A. 623, as amended, or as later amended.

(3) Retire an employee who has attained sixty-five years of age who, for the two-year period immediately before retirement, was employed in a bona fide executive or a high policymaking position, if the employee is entitled to an immediate non-forfeitable annual retirement benefit from a pension, profit-sharing, savings, or deferred compensation plan, or any combination of those plans of the employer of the employee, which equals, in the aggregate, at least forty-four thousand dollars (\$44,000), in accordance with the conditions of the "Age Discrimination in Employment Act Amendment of 1978", 29 U.S.C.A. 631, as amended by the "Age Discrimination in Employment Act Amendments of 1986", 29 U.S.C.A. 631, as amended, or as later amended;

(4) Observe the terms of any bona fide apprenticeship program if the program is registered with the Ohio Apprenticeship Council pursuant to R.C. §§ 4139.01 to 4139.06 and is approved by the Federal Committee on Apprenticeship of the United States Department of Labor.

(c) Nothing in this chapter shall be construed to prohibit any of the following:

(1) The designation of uniform age the attainment of which is necessary for public employees to receive pension or other retirement benefits pursuant to R.C. Chapter 145, 742, 3307, 3309, or 5505;

(2) The establishment of maximum age requirements for original appointment to a police department or fire department pursuant to R.C. §§ 124.41 and 124.42;

(3) Any establishment of a maximum age not in conflict with Federal law that may be established by a municipal charter, municipal ordinance, or resolution of a board of township trustees for original appointment as a police officer or firefighter;

(4) Any establishment of a mandatory retirement provision not in conflict with Federal law, a municipal charter, municipal ordinance, or resolution of a board of township trustees pertaining to police officers and firefighters.

(d) Nothing in this section shall be construed to require an individual with a disability to be employed or trained under circumstances that would significantly increase the occupational hazards affecting either the individual with a disability, other employees, the general public, or the facilities in which the work is to be performed, or to require the employment or training of an individual with a disability in a job that requires the individual with a disability routinely to undertake any task, the performance of which is substantially and inherently impaired by the individual's disability.

(e) Nothing in this chapter shall prohibit an employer, employment agency, personnel placement service, labor organization, or joint labor-management committee from doing any of the following:

(1) Adopting or administering reasonable policies or procedures, including, but not limited to, testing for the illegal use of any controlled substance, that are designed to ensure that an individual no longer is engaging in the illegal use of any controlled substance. For purposes of this chapter, a test to determine the illegal use of any controlled substance does not include a medical examination;

(2) Prohibiting the illegal use of controlled substances and the use of alcohol at the workplace by employees;

(3) Requiring that employees not be under the influence of alcohol or not be engaged in the illegal use of any controlled substance at the workplace;

(4) Requiring that employees behave in conformance with the requirements established under "The Drug-Free Workplace Act of 1988", 41 U.S.C.A. 701, as amended;

(5) Holding an employee who engages in the illegal use of any controlled substance or who is an alcoholic to the same qualification standards for employment or job performance, and the same behavior, to which the employer, employment agency, personnel placement service, labor organization, or joint labor-management committee holds other employees, even if any unsatisfactory performance or behavior is related to an employee's illegal use of a controlled substance or alcoholism;

(6) Exercising other authority recognized in the "Americans with Disabilities Act of 1990", 42 U.S.C.A. 12101, as amended, including, but not limited to, requiring employees to comply with any applicable Federal standards.

(f) This section does not apply to a religious corporation, association, educational institution, or society with respect to the employment of an individual of a particular religion to perform work connected with the carrying on by that religious corporation, association, educational institution, or society of its activities.

(g) Whoever violates this section is guilty of an unlawful discriminatory employment practice.

512.04 UNLAWFUL DISCRIMINATORY HOUSING PRACTICES.

(a) Subject to the limitations, exceptions, and qualifications provided in R.C. § 4112.024, it shall be an unlawful discriminatory housing practice for any person to do any of the following:

(1) Refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of an individual being in a protected class;

(2) Represent to any individual that housing accommodations are not available for inspection, sale, or rental, when in fact they are available, and the representation of unavailability is based on the individual seeking such housing accommodations being in a protected class;

(3) Discriminate against any individual in the making or purchasing of loans or the provision of other financial assistance for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations, or any individual in the making or purchasing of loans or the provision of other financial assistance that is secured by residential real estate, because of that individual being in a protected class, or because the neighborhood in which the housing accommodations are located is composed of one or more protected classes, provided that the person, whether an individual, corporation, or association of any type, lends money as one of the principal aspects or incident to the person's principal business and not only as a part of the

purchase price of an owner-occupied residence the person is selling nor merely casually or occasionally to a relative or friend;

(4) Discriminate against any individual in the terms or conditions of selling, transferring, assigning, renting, leasing, or subleasing any housing accommodations or in furnishing facilities, services, or privileges in connection with the ownership, occupancy, or use of any housing accommodations, including the sale of fire, extended coverage, or homeowners insurance, because the individual is in a protected class, or because of the composition, in terms of protected class, of the neighborhood in which the housing accommodations are located;

(5) Discriminate against any individual in the terms or conditions of any loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations because of the individual being in a protected class, or because of the composition, in terms of protected class, of the neighborhood in which the housing accommodations are located;

(6) Refuse to consider without prejudice the combined income of both lawfully-married spouses for the purpose of extending mortgage credit to a married couple or either member of a married couple;

(7) Except as otherwise provided in this section, make any inquiry, elicit any information, or use any form of application containing questions or entries concerning an individual's protected class status in connection with the sale or lease of any housing accommodations or the loan of any money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations. Any person may make inquiries, and make and keep records, concerning an individual's protected class status for the purpose of monitoring compliance with this chapter.

(8) Include in any deed, land contract, transfer, rental, or lease of housing accommodations any discriminatory restrictive covenant, or honor or exercise, or attempt to honor or exercise, any discriminatory restrictive covenant;

(9) Induce or solicit, or attempt to induce or solicit, a housing accommodations listing, sale, or transaction by representing that a change has occurred or may occur with respect to the protected class composition of the block, neighborhood, or other area in which the housing accommodations are located, or induce or solicit, or attempt to induce or solicit, a housing accommodations listing, sale, or transaction by representing that the presence or anticipated presence of individuals of any protected class in the block, neighborhood, or other area will or may have results including, but not limited to, the following:

- A. The lowering of property values;
- B. A change in the composition, in terms of a protected class, of the block, neighborhood, or other area;
- C. An increase in criminal or antisocial behavior in the block, neighborhood, or other area;
- D. A decline in the quality of the schools serving the block, neighborhood, or other area.

(10) Discourage or attempt to discourage the purchase by a prospective purchaser of housing accommodations, by representing that any block, neighborhood, or other area has undergone or might undergo a change in composition with respect to a protected class;

(11) Deny any individual access to or membership or participation in any multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting housing accommodations, or discriminate against any individual in the terms or conditions of that access, membership, or participation, because of the individual being in a protected class;

(12) Discriminate in any manner against any individual because that individual has opposed any unlawful practice defined in this chapter, or because that individual has made a charge, testified, assisted, or participated in any manner, in any investigation, proceeding, or hearing under the provisions of this chapter;

(13) Refuse to sell, transfer, assign, rent, lease, sublease, or finance, or otherwise deny or withhold, a burial lot from any individual because of that individual being in a protected class, or because of any prospective owner or user of the lot being in a protected class;

(14) Discriminate in the sale or rental of, or otherwise make unavailable or deny, housing accommodations to any buyer or renter because of the protected class status of any of the following:

A. The buyer or renter;

B. An individual residing in or intending to reside in the housing accommodations after they are sold, rented, or made available;

C. Any individual associated with the individual described in this section.

(15) Discriminate in the terms, conditions, or privileges of the sale or rental of housing accommodations to any individual or in the provision of services or facilities to any individual in connection with the housing accommodations because of the protected class status of any of the following:

A. That individual;

B. An individual residing in or intending to reside in the housing accommodations after they are sold, rented, or made available;

C. Any individual associated with the individual described in division (a)(15)A. or (a)(15)B. of this section.

(16) Except as otherwise provided in this section, make an inquiry of an applicant to determine the protected class status of the applicant for the sale or rental of housing accommodations, an individual residing in or intending to reside in the housing accommodations after they are sold, rented, or made available, or any individual associated with such individuals. The following inquiries may be made of all applicants for the sale or rental of housing accommodations, regardless of the applicant's protected class:

A. An inquiry into an applicant's ability to meet the requirements of ownership or tenancy;

B. An inquiry to determine whether an applicant is qualified for housing accommodations available only to individuals with disabilities or individuals with a particular type of disability;

C. An inquiry to determine whether an applicant is qualified for a priority available to individuals with disabilities or individuals with a particular type of disability;

D. An inquiry to determine whether an applicant currently uses a controlled substance in violation of R.C. § 2925.11 or a substantively comparable municipal ordinance;

E. An inquiry to determine whether an applicant at any time has been convicted of or pleaded guilty to any offense, an element of which is the illegal sale, offer to sell, cultivation, manufacture, other production, shipment, transportation, delivery, or other distribution of a controlled substance.

(17) Refuse to permit, at the expense of an individual with a disability, reasonable modifications of existing housing accommodations that are occupied or to be occupied by the individual with a disability, if the modifications may be necessary to afford the individual with a disability full enjoyment of the housing accommodations. This division does not preclude a landlord of housing accommodations that are rented or to be rented to a disabled tenant from conditioning permission for a proposed modification upon the disabled tenant's doing one or more of the following:

A. Providing a reasonable description of the proposed modification and reasonable assurances that the proposed modification will be made in a workerlike manner and that any required building permits will be obtained prior to the commencement of the proposed modification;

B. Agreeing to restore at the end of the tenancy the interior of the housing accommodations to the condition they were in prior to the proposed modification, but subject to reasonable wear and tear during the period of occupancy, if it is reasonable for the landlord to condition permission for the proposed modification upon the agreement;

C. Paying into an interest-bearing escrow account that is in the landlord's name, over a reasonable period of time, a reasonable amount of money not to exceed the projected costs at the end of the tenancy of the restoration of the interior of the housing accommodations to the condition they were in prior to the proposed modification, but subject to reasonable wear and tear during the period of occupancy, if the landlord finds the account reasonably necessary to ensure the availability of funds for the restoration work. The interest earned in connection with an escrow account described in this division shall accrue to the benefit of the disabled tenant who makes payments into the account.

(18) Condition permission for a proposed modification of a dwelling unit upon a disabled tenant's payment of a security deposit that exceeds the customarily required security deposit of all tenants of the particular housing accommodations.

(19) Refuse to make reasonable accommodations in rules, policies, practices, or services when necessary to afford an individual with a disability equal opportunity to use and enjoy a dwelling unit, including associated public and common use areas;

(20) Fail to comply with the standards and rules adopted under division (A) of R.C. § 3781.111;

(21) Discriminate against any individual in the selling, brokering, or appraising of real property because of the individual being in a protected class;

(22) Fail to design and construct covered multifamily dwellings for first occupancy in accordance with the following conditions:

A. The dwellings shall have at least one building entrance on an accessible route, unless it is impractical to do so because of the terrain or unusual characteristics of the site.

B. With respect to dwellings that have a building entrance on an accessible route, all of the following apply:

1. The public use areas and common use areas of the dwellings shall be readily accessible to and usable by an individual with a disability.

2. All the doors designed to allow passage into and within all premises shall be sufficiently wide to allow passage by an individual with a disability who is in a wheelchair.

3. All premises within covered multifamily dwelling units shall contain an accessible route into and through the dwelling; all light switches, electrical outlets, thermostats, and other environmental controls within such units shall be in accessible locations; the bathroom walls within such units shall contain reinforcements to allow later installation of grab bars; and the kitchens and bathrooms within such units shall be designed and constructed in a manner that enables an individual in a wheelchair to maneuver about such rooms.

(23) Refuse to rent or lease a housing accommodation, or serve a notice of termination of tenancy, commence a forcible entry and detainer action on grounds not authorized by Ohio law, or otherwise deny to or withhold from any person or persons, the rental or leasing of a housing accommodation on the basis of an income amount that fails to include any source of income, as such is defined in this chapter.

(24) Refuse to rent or lease a housing accommodation, or serve a notice of termination of tenancy, commence a forcible entry and detainer action on grounds not authorized by Ohio law, or otherwise deny to or withhold from any person or persons, the rental or leasing of a housing accommodation on the basis of the landlord's expected or actual increase in administrative obligations or additional expenses incurred by the landlord due to the tenant's source of income, where such increased obligations or expenses include but are not limited to inspection requirements of, or necessity to verify, participate in, or receive payment from, programs administered by any federal, state, or local government, or a nonprofit entity. Notwithstanding this prohibition, a landlord may require a tenant or prospective tenant to do the following at the tenant's expense or from some other lawful source of income:

A. Complete background screening inquiries or lawful criteria established prior to tenant's application and requested of all prospective tenants.

B. Pass a review and verification of tenant's prior rental history, criminal background, credit report, and utility payment history.

C. Pay a security deposit.

D. Pay the market rental rate for a housing accommodation.

(25) Rent or lease a housing accommodation upon different terms or conditions to a tenant on the basis of the tenant's source of income, including but not limited to charging an additional or increased amount of security deposit, increased rental rate or fees, or limiting, restricting, or prohibiting a tenant's privileges, access to or use of common facilities or areas in a manner that is not otherwise applicable to all tenants. Nothing herein prevents a landlord from charging a different security deposit, rental rate, or fee if that difference is directly and proportionally related to physical differences in the housing accommodations or the prospective tenant's proposed use thereof.

(26) Represent to any person, on the basis of an income amount that fails to include any source of income, as such is defined in this chapter, that a housing accommodation is not available for inspection or rental, when such housing accommodation is in fact available for inspection or rental.

(27) For any person to discriminate in any manner against any individual because that individual has opposed any unlawful discriminatory practice defined in this section or because that individual has made a charge, testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under this chapter or R.C. §§ 4112.01 to 4112.07.

(28) For any person to knowingly aid or abet the doing of any act declared by this section to be an unlawful discriminatory practice, to knowingly obstruct or prevent any person from complying with this chapter or any order issued under it, or to knowingly attempt directly or indirectly to commit any act declared by this section to be an unlawful discriminatory practice.

(b) Nothing in this chapter shall bar any bona fide private or fraternal organization that, incidental to its primary purpose, owns or operates lodgings for other than a commercial purpose, from limiting the rental or occupancy of the lodgings to its members or from giving preference to its members.

(c) Nothing in this chapter limits the applicability of any reasonable local, state, or Federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.

(d) Nothing in this chapter prohibits the owners or managers of housing accommodations from implementing reasonable occupancy standards based on the number and size of sleeping areas or bedrooms and the overall size of a dwelling unit, provided that the standards are not implemented to circumvent the purposes of this chapter and are formulated, implemented, and interpreted in a manner consistent with this chapter and any applicable local, state, or Federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.

(e) Nothing in this chapter requires that housing accommodations be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

(f) Nothing in this chapter pertaining to unlawful discriminatory housing practice shall be construed to apply to "housing for older persons" as defined and provided in section 42 U.S.C. 3607 (b)(2), as amended.

(g) Nothing in this chapter shall be construed to require any person selling or renting property to modify the property in any way or to exercise a higher degree of care for an individual with a disability, to relieve any individual with a disability of any obligation generally imposed on all individuals regardless of disability in a written lease, rental agreement, or contract of purchase or sale, or to forbid distinctions based on the inability to fulfill the terms and conditions, including financial obligations, of the lease, agreement, or contract.

(h) Whoever violates this section is guilty of unlawful discrimination in housing accommodations.

512.05 UNLAWFUL DISCRIMINATORY PRACTICES IN PUBLIC ACCOMMODATIONS.

(a) No owner, operator, or manager of a place of public accommodation shall deny to any individual or permit any employee to deny to any individual, except for reasons applicable alike to all individuals regardless of them being in a protected class, the full enjoyment of the accommodations, advantages, facilities, or privileges of the place of public accommodation.

(b) No owner, operator, or manager of a place of public accommodation shall deny to any individual with a disability the full enjoyment of the accommodations, advantages, facilities, or privileges of the place of public accommodation on the basis of such individual's use of a service animal, provided:

(1) The disabled individual using the service animal may be prohibited from having the service animal present in the place of public accommodation if:

A. The animal is out of control, as provided by 28 CFR 35.136(d), and the animal's handler does not take effective action to control it; or

B. The animal is not housebroken.

(2) If it is not readily apparent what service a service animal provides, the owner, operator, manager, or an employee of a place of public accommodation may make the following two inquiries:

A. Whether the service animal is required because of the disabled individual's disability, provided an inquiry may not be made as to:

1. The disabled individual's disability; or
2. The disabled individual's medical condition or requirements.

B. What work or tasks has the dog been trained to perform, provided an inquiry may not be made as to any special identification or training documentation for the dog, and the dog shall not be required to demonstrate its training or abilities.

(3) The owner, operator, manager, or employees of a place of public accommodation are not required to provide care or food for the service animal.

(c) No person shall aid, abet, or participate in the doing of any act declared to be an unlawful discriminatory practice under this section.

(d) Unless otherwise prohibited by law, nothing in this section shall be construed to prohibit any person from offering senior citizen price discounts or other privileges exclusively for the benefit of senior citizens.

(e) Nothing in this section shall prohibit a religious or denominational institution, organization, society or association or any nonprofit charitable or education organization that is operated, supervised, or controlled by or in connection with a religious organization from limiting its offerings of goods, services, facilities, and accommodations to persons of the same religion, or from giving preference to such persons, provided that such offerings mentioned above are not, in fact, offered for commercial purposes or supported by public funds.

(f) Whoever violates this section is guilty of unlawful discrimination in public accommodations.

512.06 CONVERSION THERAPY PROHIBITED

(a) No mental health professional shall engage or cause another to engage in conversion therapy with a minor, without regard to whether the mental health professional is compensated or received any for a remuneration for his or her services.

(b) A violation of this section shall be an unlawful discriminatory act or practice.

512.07 COMPLAINT PROCEDURE.

(a) Filing of the complaint.

(1) An aggrieved person, complainant, may file with the Whitehall Clerk of Council a written complaint sworn under oath which specifies the facts and circumstances, including the location, date(s), and time(s), of alleged unlawful discriminatory act(s) or practices that did or are occurring within the City limits and which identifies the person who committed or continues to commit the alleged unlawful discriminatory act(s) or practices.

(2) If the charge of discrimination alleges a violation based on race, sex, ethnicity, national origin, religion, age, disability, military status, immigration status, sexual orientation, and gender identity or expression and/or any other class protected under state or federal law, then the Clerk of Council shall instruct the complainant to file a charge of discrimination with the Ohio Civil Rights Commission (OCRC)/Equal Employment Opportunity Commission (EEOC). The Clerk of Council shall provide the complainant with the information about this requirement and contact information for the OCRC/EEOC within ten (10) days from the date the charge was filed with the Clerk.

(3) Concurrent with the filing of the complaint, the complainant shall provide to the Clerk of Council in writing the complainant's mailing address, telephone number, if any, and email address, if any.

(4) The complaint shall not be accepted by the Clerk of Council if any of the following apply:

A. The complaint is presented to the Clerk of Council more than one hundred eighty (180) days following the most recent unlawful discriminatory act alleged in the complaint;

B. No incident location provided in the complaint is within the City of Whitehall;

C. The investigation of the complaint is required to be conducted pursuant to the terms of a collective bargaining agreement to which the City is a party;

D. The complaint fails to include all the information required by (a)(1) of this section;

E. The complainant fails to concurrently provide a writing that includes the information required in (a)(2) of this section.

(5) Upon receiving a complaint of an alleged unlawful discriminatory act, the Clerk of Council shall immediately date stamp the complaint and:

A. Forward a copy thereof to the City Attorney; and

B. Mail by certified or registered mail, return receipt requested, certified copies of the complaint to the respondent.

(6) The Clerk of Council shall retain the original date-stamped complaint and shall open and maintain a file on the matter during the pendency of any actions related to the complaint and for so long thereafter as is necessary to comply with the City's Records Retention Schedule.

(b) Investigation by City Attorney.

(1) Upon receipt of the complaint, the City Attorney or a designee of the City Attorney shall investigate the complaint to determine if probable cause exists to believe a violation of this chapter has occurred.

(2) As part of said investigation, the City Attorney shall be permitted to issue an administrative subpoena for documents pursuant to Section 501.17.

(3) If the City Attorney determines the most recent of the unlawful discriminatory acts alleged in the complaint occurred more than one hundred eighty (180) days before the date the complaint was filed with the Clerk of Council or that none of the alleged acts occurred within the City of Whitehall, the City Attorney shall have no authority to investigate or take further actions except to return the complaint to the Clerk of Council with written notice to the Clerk of Council that the complaint is outside the authority of the City Attorney.

(4) Except as otherwise provided in this section, the City Attorney shall be authorized to mediate complaints, issue findings of fact and conclusions of law, issue cease and desist orders, and issue a formal recommendation.

(5) If the City Attorney finds, after investigation, that there is probable cause to determine that the respondent has committed an act of unlawful discrimination under this chapter, the City Attorney shall file and forward the complaint with the Whitehall Clerk of Council with a recommendation to refer the complaint to a Hearing Officer.

(6) If the City Attorney finds, after investigation, that there is insufficient evidence to establish probable cause that respondent has committed an act of unlawful discrimination under this chapter, the City Attorney shall dismiss the complaint and mail notice of dismissal to the complainant and the respondent by certified mail, return receipt requested.

(c) Hearing Officer.

(1) Upon receipt of the recommendation of the City Attorney, that probable cause exists to determine the respondent has committed an act of unlawful discrimination under this chapter; the Clerk of Council shall forward the recommendation to the Mayor.

(2) The Mayor shall, upon receipt of the recommendation from the City Attorney, appoint a Hearing Officer who shall be an attorney licensed to practice law in the State of Ohio.

(3) If a Hearing Officer is appointed, the Hearing Officer shall conduct an administrative hearing. In the hearing, the Hearing Officer shall take testimony and considering evidence presented by and on behalf of the complainant and the respondent respectively. After the hearing is concluded, the Hearing Officer shall issue findings of fact and conclusions of law, and if the Hearing Officer, in the Hearing Officer's sole discretion, deems it appropriate, the Hearing Officer may issue orders and impose sanctions provided in this chapter.

(4) If the Hearing Officer determines that the respondent is engaged in an unlawful discriminatory act or practice under this chapter, the final decision of the Hearing Officer may include the issuance to the respondent of orders to cease and desist the unlawful discriminatory acts or practices. Any orders to cease and desist shall specify a time period for the respondent's compliance.

(5) If the Hearing Officer determines that the respondent did engage in, or continues to engage in, an unlawful discriminatory act or practice under this chapter, the final decision of the Hearing Officer may include the imposition upon the respondent of the following:

A. Reasonable costs of the administrative hearing, provided the cost of the Hearing Officer's services shall not be assessed against the respondent.

B. Reasonable attorney fees incurred by the complainant.

C. The imposition of a civil penalty in an amount not to exceed one thousand dollars (\$1,000); or two thousand five hundred dollars (\$2,500) if the respondent has committed a violation of this chapter during the five (5)-year period preceding the date on which the complaint was filed.

(6) The final decision of the Hearing Officer may not include any orders for reinstatement of employment, refund of monies paid, other mitigation of damages, or any other orders for corrections or sanctions, except as provided in this section.

(7) The final decision of the Hearing Officer may be appealed pursuant to the provisions of R.C. Chapter 2505.

(8) The final decision issued by the Hearing Officer shall be in writing, served by ordinary United States Mail on the respondent and the complainant. The documents shall be deemed received and properly served upon the respondent five (5) days following the mailing thereof. Copies of the final decision shall also be sent to the Clerk of Council and the City Attorney.

503.08 COMPLAINTS ALLEGING UNLAWFUL DISCRIMINATORY PRACTICES BY THE CITY OF WHITEHALL.

If a complaint is filed with the Clerk of Council alleging that the City, or one (1) of its boards, commissions, departments, divisions, officials, or employees has engaged or is engaging in an unlawful discriminatory practice as defined by this chapter, the following procedures shall apply:

(a) Upon receipt of the complaint pursuant to Section 503.07(a), the City Attorney shall forward a copy of the complaint to the City Council.

(b) City Council shall appoint a special counsel to conduct a preliminary investigation instead of the City Attorney.

(c) The City Council shall appoint a Hearing Officer to conduct a determination instead of the Mayor appointing the Hearing Officer.

512.09 FAILURE TO COMPLY WITH SUBPOENA.

No person shall fail to comply with a subpoena issued by the Hearing Officer. Whoever violates this section is guilty of failure to comply with a Whitehall subpoena, a misdemeanor of the fourth degree.

512.10 FAILURE TO COMPLY WITH AN ORDER OF THE HEARING OFFICER.

No person shall fail to comply with any portion of an order issued by the Hearing Officer within thirty days following service of the order or such period of time as the order provides, whichever is greater. Whoever violates this section is guilty of failure to comply with an order of the Hearing Officer, a misdemeanor of the first degree.

512.11 FAILURE TO PAY FINANCIAL SANCTIONS IMPOSED BY THE HEARING OFFICER.

If a civil penalty or costs or both are imposed by the Hearing Officer on the respondent, and any portion thereof remains unpaid thirty days following service of the order or following the expiration of the time period designated by the Hearing Officer, the City may institute civil enforcement proceedings against the respondent.

[512.12 – 512.97 Reserved for Future Use]

512.98 SEVERABILITY

Should any section, clause, or paragraph of this chapter be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the chapter as a whole or any part thereof other than the part declared invalid.

ORDINANCE NO. 073-2025

AMENDING SECTION 1136, TITLED FLOOD DAMAGE REDUCTION, OF THE PLANNING AND ZONING CODE OF THE CITY OF WHITEHALL.

WHEREAS, ARTICLE XVIII, Section 3, of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the health, safety, and general welfare of its citizens and;

WHEREAS, The City of Whitehall codified ordinances need to be amended to reflect the FEMA updated National Flood Damage Reduction Regulations, NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WHITEHALL, OHIO:

SECTION 1: Section 1136, FLOOD DAMAGE REDUCTION, is hereby amended to replace the existing chapter as follows:

1136.01: GENERAL PROVISIONS

A. Statutory Authorization

ARTICLE XVIII, Section 3, of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the health, safety, and general welfare of its citizens. Therefore, the Council of the City of Whitehall, State of Ohio, does ordain as follows:

B. Findings of Fact

The City of Whitehall has special flood hazard areas that are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. Additionally, structures that are inadequately elevated, flood proofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

C. Statement of Purpose

It is the purpose of these regulations to promote the public health, safety and general welfare, and to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
6. Help maintain a stable tax base by providing for the proper use and development of areas of special flood hazard so as to protect property and minimize future flood blight areas;
7. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;
8. Minimize the impact of development on adjacent properties within and near flood prone areas;
9. Ensure that the flood storage and conveyance functions of the floodplain are maintained;
10. Minimize the impact of development on the natural, beneficial values of the floodplain;
11. Prevent floodplain uses that are either hazardous or environmentally incompatible; and
12. Meet community participation requirements of the National Flood Insurance Program.

D. Methods of Reducing Flood Loss

In order to accomplish its purposes, these regulations include methods and provisions for:

ORDINANCE NO. 073-2025

1. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water hazards, or which result in damaging increases in flood heights or velocities;
2. Requiring that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
3. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
4. Controlling filling, grading, dredging, excavating, and other development which may increase flood damage; and,
5. Preventing or regulating the construction of flood barriers, which will unnaturally divert flood, waters or which may increase flood hazards in other areas.

E. Lands to Which These Regulations Apply

These regulations shall apply to all areas of special flood hazard within the jurisdiction of the City of Whitehall as identified in Section 1136.01(F), including any additional areas of special flood hazard annexed by the City of Whitehall.

F. Basis for Establishing the Areas of Special Flood Hazard

For the purposes of these regulations, the following studies and/or maps are adopted:

1. Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for Franklin County, Ohio and Incorporated Areas, both effective June 16, 2011.
2. Other studies and/or maps, which may be relied upon for establishment of the flood protection elevation, delineation of the 100-year floodplain, floodways or delineation of other areas of special flood hazard.
3. Any hydrologic and hydraulic engineering analysis authored by a registered Professional Engineer in the State of Ohio, which has been approved by the City of Whitehall as required by Section 1136.04(C) Subdivisions and Other New Developments.

Any revisions to the aforementioned maps and/or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file at the Whitehall City Hall, 360 S. Yearling Road, Whitehall, Ohio 43213.

G. Abrogation and Greater Restrictions

These regulations are not intended to repeal any existing ordinances including subdivision regulations, zoning or building codes. In the event of a conflict between these regulations and any other ordinance, the more restrictive shall be followed. These regulations are not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

H. Interpretation

In the interpretation and application of these regulations, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and,
3. Deemed neither to limit nor repeal any other powers granted under state statutes. Where a provision of these regulations may be in conflict with a state or Federal law, such state or Federal law shall take precedence over these regulations.

I. Warning and Disclaimer of Liability

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. These regulations do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of the City of Whitehall, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.

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J. Severability

Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION 1136.02: DEFINITIONS

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage and to give these regulations the most reasonable application.

A. Accessory Structure

A structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal structure.

B. Appeal

A request for review of the floodplain administrator's interpretation of any provision of these regulations or a request for a variance.

C. Base Flood

The flood having a one percent chance of being equaled or exceeded in any given year. The base flood may also be referred to as the 1% chance annual flood or one hundred (100) year flood.

D. Base (100-Year) Flood Elevation (BFE)

The water surface elevation of the base flood in relation to a specified datum, usually the National Geodetic Vertical Datum of 1929 or the North American Vertical Datum of 1988, and usually expressed in Feet Mean Sea Level (MSL). In Zone AO areas, the base flood elevation is the lowest adjacent natural grade elevation plus the depth number (from 1 to 3 feet).

E. Basement

Any area of the building having its floor subgrade (below ground level) on all sides.

F. Development

Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

G. Enclosure Below the Lowest Floor

See "Lowest Floor."

H. Executive Order 11988 (Floodplain Management)

Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

I. Federal Emergency Management Agency (FEMA)

The agency with the overall responsibility for administering the National Flood Insurance Program.

J. Fill

A deposit of earth material placed by artificial means.

K. Flood or Flooding

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters, and/or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

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- L. Flood Hazard Boundary Map (FHBM)
Usually the initial map, produced by the Federal Emergency Management Agency, or U.S. Department of Housing and Urban Development, for a community depicting approximate special flood hazard areas.
- M. Flood Insurance Rate Map (FIRM)
An official map on which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has delineated the areas of special flood hazard.
- N. Flood Insurance Risk Zones
Zone designations on FHBM's and FIRM's that indicate the magnitude of the flood hazard in specific areas of a community. Following are the zone definitions:
 - 1. Zone A:
Special flood hazard areas inundated by the 100-year flood in any given year; base flood elevations are not determined.
 - a. Zones A1-30 and Zone AE:
Special flood hazard areas inundated by the 100-year flood in any given year; base flood elevations are determined.
 - b. Zone AO:
Special flood hazard areas inundated by the 100-year flood in any given year; with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths are determined.
 - c. Zone AH:
Special flood hazard areas inundated by the 100-year flood in any given year; flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations are determined.
 - d. Zone A99:
Special flood hazard areas inundated by the 100-year flood to be protected from the 100-year flood by a Federal flood protection system under construction; no base flood elevations are determined.
 - 2. Zone B and Zone X (shaded):
Areas of 500-year flood; areas subject to the 100-year flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.
 - 3. Zone C and Zone X (unshaded):
Areas determined to be outside the 500-year floodplain.
- O. Flood Insurance Study (FIS)
The official report in which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has provided flood profiles, floodway boundaries (sometimes shown on Flood Boundary and Floodway Maps), and the water surface elevations of the base flood.
- P. Floodproofing
Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- Q. Flood Protection Elevation
The Flood Protection Elevation, or FPE, is the base flood elevation plus [.5] feet of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator.
- R. Floodway
A floodway is the channel of a river or other watercourse and the adjacent land areas that have been reserved in order to pass the base flood discharge. A floodway is typically determined through a hydraulic and hydrologic engineering

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analysis such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designated height. In no case shall the designated height be more than one foot at any point within the community.

The floodway is an extremely hazardous area, and is usually characterized by any of the following: Moderate to high velocity flood waters, high potential for debris and projectile impacts, and moderate to high erosion forces.

S. Freeboard

A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.

T. Historic structure

Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listings on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or
3. Individually listed on the State of Ohio's inventory of historic places maintained by the Ohio Historic Preservation Office.
4. Individually listed on the inventory of historic places maintained by City of Whitehall's historic preservation program, which program is certified by the Ohio Historic Preservation Office.

U. Hydrologic and hydraulic engineering analysis

An analysis performed by a professional engineer, registered in the State of Ohio, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

V. Letter of Map Change (LOMC)

A Letter of Map Change is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are broken down into the following categories:

1. Letter of Map Amendment (LOMA)

A revision based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.

2. Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the base flood elevation and is, therefore, excluded from the special flood hazard area.

3. Conditional Letter of Map Revision (CLOMR)

A comment by FEMA regarding a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area. A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

W. Lowest floor

The lowest floor of the lowest enclosed area (including basement) of a structure. This definition excludes an "enclosure below the lowest floor" which is an unfinished or flood resistant enclosure usable solely for parking of vehicles,

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building access or storage, in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in these regulations for enclosures below the lowest floor.

X. Manufactured home

A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle". For the purposes of these regulations, a manufactured home includes manufactured homes and mobile homes as defined in Chapter 4781 of the Ohio Revised Code.

Y. Manufactured home park

As specified in the Ohio Adm. Code 4781-12-01(K), a manufactured home park means any tract of land upon which three or more manufactured homes, used for habitation are parked, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. A tract of land that is subdivided and the individual lots are not for rent or rented, but are for sale or sold for the purpose of installation of manufactured homes on the lots, is not a manufactured home park, even though three or more manufactured homes are parked thereon, if the roadways are dedicated to the local government authority. Manufactured home park does not include any tract of land used solely for the storage or display for sale of manufactured homes.

Z. Mean sea level

For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

AA. National Flood Insurance Program (NFIP)

The NFIP is a Federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. Participation in the NFIP is based on an agreement between local communities and the Federal government that states if a community will adopt and enforce floodplain management regulations to reduce future flood risks to all development in special flood hazard areas, the Federal government will make flood insurance available within the community as a financial protection against flood loss.

BB. New construction

Structures for which the "start of construction" commenced on or after the effective date of a floodplain regulation adopted by the City of Whitehall and includes any subsequent improvements to such structures.

For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM [July 18, 1985] and includes any subsequent improvements to such structures.

CC. Person

Includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies. An agency is further defined in the Ohio Rev. Code §111.15(A)(2) as any governmental entity of the state and includes, but is not limited to, any board, department, division, commission, bureau, society, council, institution, state college or university, community college district, technical college district, or state community college. "Agency" does not include the general assembly, the controlling board, the adjutant general's department, or any court.

DD. Recreational vehicle

A vehicle which is:

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1. Built on a single chassis
2. 400 square feet or less when measured at the largest horizontal projection
3. Designed to be self-propelled or permanently towable by a light duty truck
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

EE. Registered Professional Architect

A person registered to engage in the practice of architecture pursuant to Ohio Rev. Code §4703.01 and 4703.19.

FF. Registered Professional Engineer

A person registered as a professional engineer pursuant to Ohio Rev. Code Chapter 4733.

GG. Registered Professional Surveyor

A person registered as a professional surveyor pursuant to Ohio Rev. Code Chapter 4733.

HH. Special Flood Hazard Area

Also known as "Areas of Special Flood Hazard", it is the land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, Flood Boundary and Floodway Maps and Flood Hazard Boundary Maps as Zones A, AE, AH, AO, A1 30, or A99. Special flood hazard areas may also refer to areas that are flood prone and designated from other federal state or local sources of data including but not limited to historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.

II. Start of construction

The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of a building.

JJ. Structure

A walled and roofed building, manufactured home, or gas or liquid storage tank that is principally above ground.

KK. Substantial Damage

Damage of any origin sustained by a structure whereby the cost of restoring the structure to the 'before damaged' condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

LL. Substantial Improvement

Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

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2. Any alteration of a "historic structure," provided that the alteration would not preclude the structure's continued designation as a "historic structure".

MM. Variance

A grant of relief from the standards of these regulations.

NN. Violation

The failure of a structure or other development to be fully compliant with these regulations.

SECTION 1136.03: ADMINISTRATION

A. Designation of the Floodplain Administrator

The Director of Public Service is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator.

B. Duties and Responsibilities of the Floodplain Administrator

The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

1. Evaluate applications for permits to develop in special flood hazard areas.
2. Interpret floodplain boundaries and provide flood hazard and flood protection elevation information.
3. Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met, or refuse to issue the same in the event of noncompliance.
4. Inspect buildings and lands to determine whether any violations of these regulations have been committed.
5. Make and permanently keep all records for public inspection necessary for the administration of these regulations including Flood Insurance Rate Maps, Letters of Map Amendment and Revision, records of issuance and denial of permits to develop in special flood hazard areas, determinations of whether development is in or out of special flood hazard areas for the purpose of issuing floodplain development permits, elevation certificates, floodproofing certificates, variances, and records of enforcement actions taken for violations of these regulations.
6. Enforce the provisions of these regulations.
7. Provide information, testimony, or other evidence as needed during variance hearings.
8. Coordinate map maintenance activities and FEMA follow-up.
9. Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas identified by FEMA, must meet the development standards of these regulations.

C. Floodplain Development Permits

It shall be unlawful for any person to begin construction or other development activity including but not limited to filling, grading, construction, alteration, remodeling, or expanding any structure; or alteration of any watercourse wholly within, partially within or in contact with any identified special flood hazard area, as established in Section 1.6, until a floodplain development permit is obtained from the Floodplain Administrator. Such floodplain development permit shall show that the proposed development activity is in conformity with the provisions of these regulations. No such permit shall be issued by the Floodplain Administrator until the requirements of these regulations have been met.

D. Application Required

An application for a floodplain development permit shall be required for all development activities located wholly within, partially within, or in contact with an identified special flood hazard area. Such application shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Where it is unclear whether a development site is in a special flood hazard area, the Floodplain Administrator may require an application for a floodplain development permit to determine the development's location. Such applications shall include, but not be limited to:

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1. Site plans drawn to scale showing the nature, location, dimensions, and topography of the area in question; the location of existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.
2. Elevation of the existing, natural ground where structures are proposed.
3. Elevation of the lowest floor, including basement, of all proposed structures.
4. Such other material and information as may be requested by the Floodplain Administrator to determine conformance with, and provide enforcement of these regulations.
5. Technical analyses conducted by the appropriate design professional registered in the State of Ohio and submitted with an application for a floodplain development permit when applicable:
 - a. Floodproofing certification for non-residential floodproofed structure as required in Section 4.5.
 - b. Certification that fully enclosed areas below the lowest floor of a structure not meeting the design requirements of Section 1136.04 (E) are designed to automatically equalize hydrostatic flood forces.
 - c. Description of any watercourse alteration or relocation that the flood carrying capacity of the watercourse will not be diminished, and maintenance assurances as required in Section 1136.04 (I)(3).
 - d. A hydrologic and hydraulic analysis demonstrating that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one foot in special flood hazard areas where the Federal Emergency Management Agency has provided base flood elevations but no floodway as required by Section 1136.04 (I)(2).
 - e. A hydrologic and hydraulic engineering analysis showing the impact of any development on flood heights in an identified floodway as required by Section 1136.04 (I)(1).
 - f. Generation of base flood elevation(s) for subdivision and other new developments as required by Section 1136.04 (C).
6. All applications for a floodplain development permit shall be accompanied by a fee of fifty dollars (\$50).

E. Review and Approval of a Floodplain Development Permit Application

1. Review

- a. After receipt of a complete application, the Floodplain Administrator shall review the application to ensure that the standards of these regulations have been met. No floodplain development permit application shall be reviewed until all information required in Section 1136.03(D) has been received by the Floodplain Administrator.
- b. The Floodplain Administrator shall review all floodplain development permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits as required including permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Ohio Environmental Protection Agency under Section 401 of the Clean Water Act.

2. Approval

Within thirty (30) days after the receipt of a complete application, the Floodplain Administrator shall either approve or disapprove the application. If the Floodplain Administrator is satisfied that the development proposed in the floodplain development application conforms to the requirements of this ordinance, the Floodplain Administrator shall issue the permit. All floodplain development permits shall be conditional upon the commencement of work within 180 days. A floodplain development permit shall expire 180 days after issuance unless the permitted activity has been substantially begun and is thereafter pursued to completion.

F. Inspections

The Floodplain Administrator shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions.

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G. Post-Construction Certifications Required

The following as-built certifications are required after a floodplain development permit has been issued:

1. For new or substantially improved residential structures, or nonresidential structures that have been elevated, the applicant shall have a Federal Emergency Management Agency Elevation Certificate completed by a registered professional surveyor to record as-built elevation data. For elevated structures in Zone A and Zone AO areas without a base flood elevation, the elevation certificate may be completed by the property owner or owner's representative.
2. For all development activities subject to the standards of Section 1136.03(K)(1), a Letter of Map Revision.
3. For new or substantially improved nonresidential structures that have been floodproofed in lieu of elevation, where allowed, the applicant shall supply a completed Floodproofing Certificate for Non-Residential Structures completed by a registered professional engineer or architect together with associated documentation.

H. Revoking a Floodplain Development Permit

A floodplain development permit shall be revocable, if among other things, the actual development activity does not conform to the terms of the application and permit granted thereon. In the event of the revocation of a permit, an appeal may be taken to the Appeals Board in accordance with Section 1136.05 of these regulations.

I. Exemption from Filing a Development Permit

An application for a floodplain development permit shall not be required for maintenance work such as roofing, painting, and basement sealing, or for small nonstructural development activities (except for filling and grading) valued at less than \$2500.

J. State and Federal Development

1. Development that is funded, financed, undertaken, or preempted by state agencies shall comply with minimum NFIP criteria.
2. Before awarding funding or financing or granting a license, permit, or other authorization for a development that is or is to be located within a 100-year floodplain, a state agency shall require the applicant to demonstrate to the satisfaction of the agency that the development will comply with minimum NFIP criteria and any applicable local floodplain management resolution or ordinance as required by Ohio Revised Code Section 1521.13. This includes, but is not limited to:
 - a. Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of Commerce and subject to the flood damage reduction provisions of the Ohio Administrative Code Section 4781-12.
 - b. Major utility facilities permitted by the Ohio Power Siting Board under Section 4906 of the Ohio Revised Code.
 - c. Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Section 3734 of the Ohio Revised Code.
 - d. Development activities undertaken by a federal agency and which are subject to Federal Executive Order 11988 – Floodplain Management.
Each federal agency has a responsibility to evaluate the potential effects of any actions it may take in a floodplain; to ensure that its planning programs and budget request reflect consideration of flood hazards and floodplain management; and to prescribe procedures to implement the policies and requirements of EO 11988.

K. Map Maintenance Activities

To meet National Flood Insurance Program minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that the City of Whitehall flood maps, studies and other data identified in Section 1136.01(F) accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

1. Requirement to Submit New Technical Data

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- a. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:
 - i. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
 - ii. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
 - iii. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
 - iv. Subdivision or other new development proposals requiring the establishment of base flood elevations in accordance with Section 1136.04 (C).
- b. It is the responsibility of the applicant to have technical data, required in accordance with Section 1136.03(K)(1) prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.
- c. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
 - i. Proposed floodway encroachments that increase the base flood elevation; and
 - ii. Proposed development which increases the base flood elevation by more than one foot in riverine areas where FEMA has provided base flood elevations but no floodway.
- d. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 1136.03 (K)(1)(a).

2. Right to Submit New Technical Data

The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the Mayor of the City of Whitehall, and may be submitted at any time.

3. Annexation / Detachment

Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of the City of Whitehall have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that the City of Whitehall's Flood Insurance Rate Map accurately represent the City of Whitehall boundaries, include within such notification a copy of a map of the City of Whitehall suitable for reproduction, clearly showing the new corporate limits or the new area for which the City of Whitehall has assumed or relinquished floodplain management regulatory authority.

L. Data Use and Flood Map Interpretation

The following guidelines shall apply to the use and interpretation of maps and other data showing areas of special flood hazard:

1. In areas where FEMA has not identified special flood hazard areas, or in FEMA identified special flood hazard areas where base flood elevation and floodway data have not been identified, the Floodplain Administrator shall review and reasonably utilize any other flood hazard data available from a federal, state, or other source.
2. Base flood elevations and floodway boundaries produced on FEMA flood maps and studies shall take precedence over base flood elevations and floodway boundaries by any other source that reflect a reduced floodway width and/or lower base flood elevations. Other sources of data, showing increased base flood elevations and/or larger

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floodway areas than are shown on FEMA flood maps and studies, shall be reasonably used by the Floodplain Administrator.

3. The Floodplain Administrator shall make interpretations, where needed, as to the exact location of the flood boundaries and areas of special flood hazard. A person contesting the determination of the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 5.0, Appeals and Variances.
4. Where an existing or proposed structure or other development is affected by multiple flood zones, by multiple base flood elevations, or both, the development activity must comply with the provisions of this ordinance applicable to the most restrictive flood zone and the highest base flood elevation affecting any part of the existing or proposed structure; or for other developments, affecting any part of the area of the development.

M. Use of Preliminary Flood Insurance Rate Map and/or Flood Insurance Study Data

1. Zone A:
 - a. Within Zone A areas designated on an effective FIRM, data from the preliminary FIRM and/or FIS shall be reasonably utilized as best available data.
 - b. When all appeals have been resolved and a notice of final flood elevation determination has been provided in a Letter of Final Determination (LFD), BFE and floodway data from the preliminary FIRM and/or FIS shall be used for regulating development.
2. Zones AE, A1-30, AH, and AO:
 - a. BFE and floodway data from a preliminary FIS or FIRM restudy are not required to be used in lieu of BFE and floodway data contained in an existing effective FIS and FIRM. However,
 - i. Where BFEs increase in a restudied area, communities have the responsibility to ensure that new or substantially improved structures are protected. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data in instances where BFEs increase and floodways are revised to ensure that the health, safety, and property of their citizens are protected.
 - ii. Where BFEs decrease, preliminary FIS or FIRM data should not be used to regulate floodplain development until the LFD has been issued or until all appeals have been resolved.
 - iii. If a preliminary FIRM or FIS has designated floodways where none had previously existed, communities should reasonably utilize this data in lieu of applying the encroachment performance standard of Section 1136.04(I) since the data in the draft or preliminary FIS represents the best data available.
3. Zones B, C, and X:
 - a. Use of BFE and floodway data from a preliminary FIRM or FIS are not required for areas designated as Zone B, C, or X on the effective FIRM which are being revised to Zone AE, A1-30, AH, or AO. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data to ensure that the health, safety, and property of their citizens are protected.

N. Substantial Damage Determinations

Damages to structures may result from a variety of causes including flood, tornado, wind, heavy snow, fire, etc. After such a damage event, the Floodplain Administrator shall:

1. Determine whether damaged structures are located in special flood hazard areas;
2. Conduct substantial damage determinations for damaged structures located in special flood hazard areas; and
3. Require owners of substantially damaged structures to obtain a floodplain development permit prior to repair, rehabilitation, or reconstruction.

Additionally, the Floodplain Administrator may implement other measures to assist with the substantial damage determination and subsequent repair process. These measures include issuing press releases, public service announcements, and other public information materials related to the floodplain development permits and repair of damaged structures; coordinating with other federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures materials and other information related to the proper repair

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of damaged structures in special flood hazard areas; and assist owners of substantially damaged structures with Increased Cost of Compliance insurance claims.

SECTION 1136.04: USE AND DEVELOPMENT STANDARDS FOR FLOOD HAZARD REDUCTION

The following use and development standards apply to development wholly within, partially within, or in contact with any special flood hazard area as established in Section 1136.01(F), or 1136.03(K)(1)

A. Use Regulations

1. Permitted Uses

All uses not otherwise prohibited in this section or any other applicable land use regulation adopted by the City of Whitehall are allowed provided they meet the provisions of these regulations.

2. Prohibited Uses

- a. Storage or processing of materials that are hazardous, flammable, or explosive in the identified special flood hazard area.
- b. Storage of material or equipment that, in time of flooding, could become buoyant and pose an obstruction to flow in identified floodway area.

B. Water and Wastewater Systems

The following standards apply to all water supply, sanitary sewerage and waste disposal systems in the absence of any more restrictive standard provided under the Ohio Revised Code or applicable state rules:

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems;
2. New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
3. On-site waste disposal systems shall be located to avoid impairment to or contamination from them during flooding.

C. Subdivisions and Other New Developments

1. All subdivision proposals and all other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations;
2. All subdivision proposals and all other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
3. All subdivision proposals and all other proposed new development shall have adequate drainage provided to reduce exposure to flood damage; and
4. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
5. The applicant shall meet the requirement to submit technical data to FEMA in Section 1136.03(J)(1) when a hydrologic and hydraulic analysis is completed that generates base flood elevations as required by Section 1136.04(C)(4)

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D. Residential Structures

The requirements of Section 1136.04(D) apply to new construction of residential structures and to substantial improvements of residential structures in zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under the circumstances provided in Section 1136.03(L).

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Where a structure, including its foundation members, is elevated on fill to or above the base flood elevation, the requirements for anchoring 1136.04(D)(1) and construction materials resistant to flood damage 1136.04(D)(2) are satisfied.
2. New construction and substantial improvements shall be constructed with methods and materials resistant to flood damage.
3. New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
4. New construction and substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to or above the flood protection elevation. Where flood protection elevation data are not available the structure shall have the lowest floor, including basement, elevated at least two feet above the highest natural adjacent grade.
5. New construction and substantial improvements, including manufactured homes, that do not have basements and that are elevated to the flood protection elevation using pilings, columns, posts, or solid foundation perimeter walls with openings to allow the automatic equalization of hydrostatic pressure may have an enclosure below the lowest floor provided the enclosure meets the following standards:
 - a. Be used only for the parking of vehicles, building access, or storage; and
 - b. Be designed and certified by a registered professional engineer or architect to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters; or
 - c. Have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 - d. Manufactured homes shall be affixed to a permanent foundation and anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Methods of anchoring may include, but are not limited to, use of over the top or frame ties to ground anchors.
 - e. Repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure, shall be exempt from the development standards of Section 1136.04(D).

E. Nonresidential Structures

The requirements of Section 1136.04(E) apply to new construction and to substantial improvements of nonresidential structures in zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under the circumstances provided in Section 1136.03(L).

1. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of Section 1136.04(D)(1)-(3) and (5)-(7).
2. New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to or above the level of the flood protection elevation; or, together with attendant utility and sanitary facilities, shall meet all of the following standards:

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- a. Be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water to the level of the flood protection elevation;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,
 - c. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section 1136.04(E)(2)(a) and (b).
3. Where flood protection elevation data are not available the structure shall have the lowest floor, including basement, elevated at least two feet above the highest adjacent natural grade.

F. Accessory Structures

Structures that are 600 square feet or less which are used for parking and storage only are exempt from elevation or dry floodproofing standards within zones A, A1-30, AE, AO, and AH designated on the community's FIRM. Such structures must meet the following standards:

1. They shall not be used for human habitation;
2. They shall be constructed of flood-resistant materials;
3. They shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters;
4. They shall be firmly anchored to prevent flotation;
5. Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the level of the flood protection elevation; and
6. They shall meet the opening requirements of Section 1136.04(D)(5)(c);

G. Recreational Vehicles

Recreational vehicles on sites within zones A, A1-A30, AE, AO, or AH must meet at least one of the following standards:

1. They shall not be located on sites in special flood hazard areas for more than 180 days, or
2. They must be fully licensed and ready for highway use, or
3. They must be placed on the site pursuant to a floodplain development permit issued under Sections 1136.03(C) and 1136.03(D), and meet all standards of Section 1136.04(D).

H. Gas or Liquid Storage Tanks

Within zone A, A1-A30, AE, AO, or AH, new or substantially improved above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.

I. Assurance of Flood Carrying Capacity

Pursuant to the purpose and methods of reducing flood damage stated in these regulations, the following additional standards are adopted to assure that the reduction of the flood carrying capacity of watercourses is minimized:

1. Development in Floodways
 - a. In floodway areas, development shall cause no increase in flood levels during the occurrence of the base flood discharge. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that the proposed development would not result in any increase in the base flood elevation; or
 - b. Development in floodway areas causing increases in the base flood elevation may be permitted provided all of the following are completed by the applicant:
 - i. Meet the requirements to submit technical data in Section 1136.03(K)(1);
 - ii. An evaluation of alternatives, which would not result in increased base flood elevations and an explanation why these alternatives are not feasible;
 - iii. Certification that no structures are located in areas that would be impacted by the increased base flood elevation;

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- iv. Documentation of individual legal notices to all impacted property owners within and outside the community, explaining the impact of the proposed action on their property; and
- v. Concurrence of the Mayor of the City of Whitehall and the Chief Executive Officer of any other communities impacted by the proposed actions.

2. Development in Riverine Areas with Base Flood Elevations but No Floodways

- a. In riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated, the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the base flood elevation more than 1.0 (one) foot at any point. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that this standard has been met; or,
- b. Development in riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated causing more than one foot increase in the base flood elevation may be permitted provided all of the following are completed by the applicant:
 - i. An evaluation of alternatives which would result in an increase of one foot or less of the base flood elevation and an explanation why these alternatives are not feasible;
 - ii. Section 1136.04(I)(1)(b)(i)-(v).

3. Alterations of a Watercourse

For the purpose of these regulations, a watercourse is altered when any change occurs within its banks. The extent of the banks shall be established by a field determination of the "bankfull stage." The field determination of "bankfull stage" shall be based on methods presented in Chapter 7 of the USDA Forest Service General Technical Report RM-245, Stream Channel Reference Sites: An Illustrated Guide to Field Technique or other applicable publication available from a Federal, State, or other authoritative source. For all proposed developments that alter a watercourse, the following standards apply:

- a. The bankfull flood carrying capacity of the altered or relocated portion of the watercourse shall not be diminished. Prior to the issuance of a floodplain development permit, the applicant must submit a description of the extent to which any watercourse will be altered or relocated as a result of the proposed development, and certification by a registered professional engineer that the bankfull flood carrying capacity of the watercourse will not be diminished.
- b. Adjacent communities, the U.S. Army Corps of Engineers, and the Ohio Department of Natural Resources, Division of Water, must be notified prior to any alteration or relocation of a watercourse. Evidence of such notification must be submitted to the Federal Emergency Management Agency.
- c. The applicant shall be responsible for providing the necessary maintenance for the altered or relocated portion of said watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the permit holder to enter into an agreement with the City of Whitehall specifying the maintenance responsibilities. If an agreement is required, it shall be made a condition of the floodplain development permit.
- d. The applicant shall meet the requirements to submit technical data in Section 1136.03(J)(1)(a)(i)-(iv) when an alteration of a watercourse results in the relocation or elimination of the special flood hazard area, including the placement of culverts.

SECTION 1136.05: APPEALS AND VARIANCES

A. Appeals Board Established

- 1. The Board of Zoning and Building Appeals as established by the City Charter shall hear and decide appeals and requests for variances from the requirements of this chapter
- 2. Records of the Appeals Board shall be kept and filed in 360 South Yearling Road, (Service Department) Whitehall Ohio, 43213.

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B. Powers and Duties

1. The Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of these regulations.
2. Authorize variances in accordance with Section 1136.05(D) of these regulations.

C. Appeals

Any person affected by any notice and order, or other official action of the Floodplain Administrator may request and shall be granted a hearing on the matter before the Appeals Board provided that such person shall file, within [20] days of the date of such notice and order, or other official action, a brief statement of the grounds for such hearing or for the mitigation of any item appearing on any order of the Floodplain Administrator's decision. Such appeal shall be in writing, signed by the applicant, and be filed with the Floodplain Administrator. Upon receipt of the appeal, the Floodplain Administrator shall transmit said notice and all pertinent information on which the Floodplain Administrator's decision was made to the Appeals Board.

Upon receipt of the notice of appeal, the Appeals Board shall fix a reasonable time for the appeal, give notice in writing to parties in interest, and decide the appeal within a reasonable time after it is submitted.

D. Variances

Any person believing that the use and development standards of these regulations would result in unnecessary hardship may file an application for a variance. The Appeals Board shall have the power to authorize, in specific cases, such variances from the standards of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

1. Application for a Variance

- a. Any owner, or agent thereof, of property for which a variance is sought shall make an application for a variance by filing it with the Floodplain Administrator, who upon receipt of the variance shall transmit it to the Appeals Board.
- b. Such application at a minimum shall contain the following information: Name, address, and telephone number of the applicant; legal description of the property; parcel map; description of the existing use; description of the proposed use; location of the floodplain; description of the variance sought; and reason for the variance request.
- c. All applications for a variance shall be accompanied by a variance application fee set in the schedule of fees adopted by the City of Whitehall.

2. Notice for Public Hearing

The Appeals Board shall schedule and hold a public hearing within thirty (30) days after the receipt of an application for a variance from the Floodplain Administrator. Prior to the hearing, a notice of such hearing shall be given in one (1) or more newspapers of general circulation in the community at least ten (10) days before the date of the hearing.

3. Public Hearing

At such hearing the applicant shall present such statements and evidence as the Appeals Board requires. In considering such variance applications, the Appeals Board shall consider and make findings of fact on all evaluations, all relevant factors, standards specified in other sections of these regulations and the following factors:

- a. The danger that materials may be swept onto other lands to the injury of others.
- b. The danger to life and property due to flooding or erosion damage.
- c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- d. The importance of the services provided by the proposed facility to the community.

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- e. The availability of alternative locations for the proposed use that are not subject to flooding or erosion damage.
 - f. The necessity to the facility of a waterfront location, where applicable.
 - g. The compatibility of the proposed use with existing and anticipated development.
 - h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - j. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
 - k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
4. Variances shall only be issued upon:
- a. A showing of good and sufficient cause.
 - b. A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property. Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.
 - c. A determination that the granting of a variance will not result in increased flood heights beyond that which is allowed in these regulations; additional threats to public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws.
 - d. A determination that the structure or other development is protected by methods to minimize flood damages.
 - e. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

Upon consideration of the above factors and the purposes of these regulations, the Appeals Board may attach such conditions to the granting of variances, as it deems necessary to further the purposes of these regulations.

5. Other Conditions for Variances
- a. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
 - b. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in Section 1136.05(D)(3)(a)-(k) have been fully considered. As the lot size increases beyond one half acre, the technical justification required for issuing the variance increases.
 - c. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

E. Procedure at Hearings

- 1. All testimony shall be given under oath.
- 2. A complete record of the proceedings shall be kept, except confidential deliberations of the Board, but including all documents presented and a verbatim record of the testimony of all witnesses.
- 3. The applicant shall proceed first to present evidence and testimony in support of the appeal or variance.
- 4. The administrator may present evidence or testimony in opposition to the appeal or variance.
- 5. All witnesses shall be subject to cross-examination by the adverse party or their counsel.
- 6. Evidence that is not admitted may be proffered and shall become part of the record for appeal.
- 7. The Board shall issue subpoenas upon written request for the attendance of witnesses. A reasonable deposit to cover the cost of issuance and service shall be collected in advance.
- 8. The Board shall prepare conclusions of fact supporting its decision. The decision may be announced at the conclusion of the hearing and thereafter issued in writing or the decision may be issued in writing within a reasonable time after the hearing.

F. Appeal to the Court

Those aggrieved by the decision of the Appeals Board may appeal such decision to the Franklin County Court of Common Pleas, pursuant to Ohio Rev. Code Chapter 2506.

ORDINANCE NO. 073-2025

SECTION 1136.06: ENFORCEMENT

A. Compliance Required

1. No structure or land shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged or altered without full compliance with the terms of these regulations and all other applicable regulations which apply to uses within the jurisdiction of these regulations, unless specifically exempted from filing for a development permit as stated in Section 1136.03(I).
2. Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Section 1136.06(C).
3. Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications or amendments thereto. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with Section 1136.06(C).

B. Notice of Violation

Whenever the Floodplain Administrator determines that there has been a violation of any provision of these regulations, they shall give notice of such violation to the person responsible therefore and order compliance with these regulations as hereinafter provided. Such notice and order shall:

1. Be put in writing on an appropriate form;
2. Include a list of violations, referring to the section or sections of these regulations that have been violated, and order remedial action, which, if taken, will effect compliance with the provisions of these regulations;
3. Specify a reasonable time for performance;
4. Advise the owner, operator, or occupant of the right to appeal;
5. Be served on the owner, occupant, or agent in person. However, this notice and order shall be deemed to be properly served upon the owner, occupant, or agent if a copy thereof is sent by registered or certified mail to the person's last known mailing address, residence, or place of business, and/or a copy is posted in a conspicuous place in or on the dwelling affected.

C. Violations and Penalties

Violation of the provisions of these regulations or failure to comply with any of its requirements shall be deemed to be a strict liability offense, and shall constitute a fourth degree misdemeanor. Any person who violates these regulations or fails to comply with any of its requirements shall upon conviction thereof be fined or imprisoned as provided by the laws of the City of Whitehall. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Whitehall from taking such other lawful action as is necessary to prevent or remedy any violation. The City of Whitehall shall prosecute any violation of these regulations in accordance with the penalties stated herein.

SECTION 2: That this Ordinance shall go into full force and effect at the earliest period allowed by law.

PASSED this ____ day of _____, 2025.

ATTEST:

Clerk of Council

President of Council

APPROVED this ____ day of _____, 2025.

Mayor

ORDINANCE NO. 073-2025

Requested and Prepared by: Casey Rowlands, Director of Public Service
Approved as to form: Bradley S. Nicodemus, City Attorney bsn 7/22/2025

ORDINANCE NO. 079-2025

AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY OF WHITEHALL, FRANKLIN COUNTY, OHIO BETWEEN THE CITY OF WHITEHALL AND LOCAL WASTE SERVICES, LTD.

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City may enter into written contracts with independent contractors to establish collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of solid waste, including recyclable materials and yard waste, generated within the City; and

WHEREAS, it is in the best interests of the City and its residents that the City arrange for the collection, transportation and delivery for disposal or processing of all solid waste, recyclable materials and yard waste generated at residential units, City facilities and during special events located within the City from a single collection contractor on an exclusive basis ("Collection Services"); and

WHEREAS, Section 933.13 of the City of Whitehall Codified Ordinances authorizes the Mayor to prepare specifications and issue a franchise for the collection, transportation and disposal or processing of residential solid waste, recyclable materials and yard waste of residents of the City for a period not to exceed five years; and

WHEREAS, on March 20, 2025 and March 27, 2025, the City, as part of a joint bid process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2025 Solid Waste Consortium"), invited, through advertisement in The Daily Reporter, qualified providers of the Collection Services to submit bids to provide such Collection Services; and

WHEREAS, following the May 1, 2025 official opening of the bids by the 2025 Solid Waste Consortium and consideration of bids for Collection Services, the City determined that Local Waste Services, Ltd. is qualified and submitted the lowest and best bid to provide the Collection Services to the City; and

WHEREAS, the City and Local Waste Services, Ltd. have preliminarily agreed upon terms and conditions for the Collection Services in conformance with the bid documents, which allows for: status quo operations; billing; and the collection of an administrative and operational fee for implementing and maintaining solid waste and recycling collection containers to be owned by the City; and

WHEREAS, Council wishes for the City to enter into the AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY OF WHITEHALL, FRANKLIN COUNTY, OHIO ("the Agreement") with Local Waste Services, Ltd.; and

WHEREAS, there are administrative and operational costs associated with the solid waste and recycling collection system that will be incurred by the City and should be paid by residents benefiting from collection services; and

WHEREAS, the City may, pursuant to the Ohio Constitution Article 18, Section 3 and Sections 715.37 and 715.43 of the Ohio Revised Code, adopt ordinances requiring its residents who accumulate solid waste to use municipal garbage collection services and pay a reasonable fee; and

WHEREAS, the City has determined a monthly fee of \$0.75 per unit is a reasonable amount to fund the administrative and operational costs of the collection system incurred by the City. NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WHITEHALL:

SECTION 1: That the Mayor is hereby authorized to execute the Agreement between the City and Local Waste Services, Ltd., which shall be in substantially the same form as Attachment A.

SECTION 2: That this Council further hereby authorizes the Mayor, the Director of Development and Public Service and other appropriate officers of the City to take any other actions as may be necessary and appropriate to execute and carry out the terms of the Agreement, including the implementation of a cart collection system.

SECTION 3: WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED this _____ day of _____, 2025.

President of Council

ATTEST:

Clerk of Council

APPROVED this _____ day of _____, 2025.

Mayor

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY
FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE,
RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE
CITY OF WHITEHALL, FRANKLIN COUNTY, OHIO**

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste (“Collection Services”) generated within the Participating Community of the City of Whitehall, Ohio (the “Collection Agreement”) entered into this ____ day of _____, 2025, is by and between the Participating Community of the City of Whitehall, Ohio (the “Participating Community”), with its offices located 360 S. Yearling Road, Whitehall, Ohio 43213, and Local Waste Services, Ltd. (Collection Contractor), an Ohio limited liability company with an office located at 1300 S. Columbus Airport Road, Columbus, Ohio 43207.

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the Participating Community may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City; and

WHEREAS, the Participating Community has determined that it is in the best interests of the City and its Residents that the Participating Community arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Participating Community Facilities and during Special Events located within the Participating Community from a single Collection Contractor on an exclusive basis (“Collection Services”); and

WHEREAS, on March 20, 2025 and March 27, 2025, the Participating Community, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2025 Solid Waste Consortium”), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

WHEREAS, the Collection Contractor submitted a bid to become the exclusive provider of Collection Services for the benefit of the Participating Community and its Residents; and

WHEREAS, following the May 1, 2025 official opening of the bids by the 2025 Solid Waste Consortium and consideration of bids for Collection Services, the Participating Community determined that the Collection Contractor is qualified to provide the Collection Services to the Participating Community and approved the award of the Collection Agreement to the Collection Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio (“SWACO”); the Participating Community has selected Rumpke of Ohio, Inc. to provide

Recycling Services, so Recyclable Materials shall be delivered to: Rumpke Recycling & Resource Center located at 1190 Joyce Avenue, Columbus, Ohio 43219, and Yard Waste shall be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the Participating Community; and

WHEREAS, the above-enumerated facilities are the only Designated Facilities that the Collection Contractor may use for the delivery of Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor pursuant to this Collection Agreement; and

WHEREAS, the Participating Community and the Collection Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit G and incorporated by reference; and

WHEREAS, the Participating Community and the Collection Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I - DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined in Exhibit A, Defined Terms, which is attached and incorporated by reference.

ARTICLE II - AGREEMENT, TERM & RENEWAL TERMS

- 2.1. Agreement and Independent Collection Contractor Status.** The Participating Community hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Participating Community Facilities and during certain Special Events within the Participating Community to the Designated Facilities. Except in the event a Participating Community implements a Food Waste, Textile or other reusable items diversion, recycling, or source reduction program, no other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.
- 2.2. Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall be for five (5) years, beginning on January 1, 2026, and terminating on December 31, 2030.
- 2.3. Implementation Plan.** On or before October 1, 2025, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall provide to the Participating Community and SWACO the total number of miles traveled by the Collection Contractor in one month for the Participating Community,

(including miles traveled on the Collection Route, and average number of round trips to the Franklin County Sanitary Landfill, Participating Community-Designated Recyclable Materials Facility, and Participating Community-Designated Yard Waste Facility). The Collection Contractor shall submit to the Participating Community certification of the following (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles and type of vehicle (diesel, CNG), sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Collection Contractor's employees have been identified and completed training and driven the Participating Community-approved Collection Routes. The Participating Community may incorporate additional time restrictions, notwithstanding Section 4.3, such as for major roads during rush hour; (c) that City-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any collection containers is complete, if applicable; (e) that the Collection Contractor will deliver the Recyclable Materials to the Participating Community's Designated Facility for processing; and (f) that the Collection Contractor has delivered to the proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

ARTICLE III - GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

- 3.1. Collection and Delivery Services to City-Designated Facilities.** The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, Residential Unit Equivalent, Participating Community Facilities and during Special Events located within the Participating Community. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the City-approved written notice specified in Section 2.3 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b) Recyclable Materials to the Participating Community Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO or is otherwise approved by the Participating Community. The Collection Contractor shall pay to the owner or operator of the Participating Community-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor and delivered to the Participating Community-Designated Facilities. The charge by the Participating Community-Designated Facilities shall be limited to the charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill or Transfer Station operated by SWACO, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste facility or such rates and charges applicable at Yard Waste facility otherwise approved by the Participating Community, and the variable index based rates and charges for Recycling Processing at the Participating Community's Designated Facility. Separated Recyclable

Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

- 3.2. Vehicles and Equipment.** The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the Participating Community.

The Collection Contractor shall be responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Collection Contractor fails to adequately perform a cleanup required pursuant to this Section, the Participating Community shall have the right to perform such cleanup services using Participating Community employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.

All vehicles and equipment may be inspected from time to time by the Participating Community to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the Participating Community that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the Participating Community, are not clean, sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the Participating Community. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the Participating Community. The Participating Community may require the installation and use of (Participating Community or SWACO provided) equipment capable of reading information on the RFID tag in collection vehicles used by the Collection Contractor.

- 3.3. Collection Contractor's Office and Telephone.** The Collection Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the Participating Community, which shall be manned by a live operator and a supervisor on working days from 8:00 a.m. to 5:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the Participating Community. Provided that the Participating Community approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.

3.4. Collection Contractor Ability to Communicate with Vehicles in the Field. The Collection Contractor shall maintain two-way radio or cellular telephone or other means of communication service with the drivers of all vehicles used to provide Collection Services within the Participating Community, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.

3.5. Employee Training. The Collection Contractor shall provide training in operations, approved Collection Routes, safety practices, including observation of all traffic laws, use of employee uniforms and conduct for all employees involved in providing the Collection Services.

3.6. Blue Recyclable Materials Collection Containers.

The Participating Community provides Residential Units with a 35, 65- or 95-gallon blue colored, wheeled collection container for Recyclable Materials. The City of Whitehall has 65-gallon Recycling Carts. The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Participating Community-provided collection container. In the event a Resident chooses to rent an additional collection container(s) for Recyclable Materials, the Collection Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated in Exhibit G II. In no event shall the Participating Community be responsible for the costs of such Contractor-provided collection container(s) for Recyclable Materials.

3.7. Solid Waste and Yard Waste Collection Containers.

Residents shall provide collection containers for Yard Waste. Yard Waste shall be placed for collection in compostable Yard Waste bags or containers approved by the Participating Community and SWACO, or in rigid containers clearly identified as containing Yard Waste.

The Collection Contractor shall collect all Solid Waste and Yard Waste from each Residential Unit and Residential Unit Equivalent from a City-provided 95-, 65-, or 35-gallon wheeled collection container for Solid Waste. The Collection Contractor is not required to collect any Solid Waste that is not placed in the City-provided collection container, except as provided in Sections 4.2 and 4.5.

3.8. Collection of Bulk Items Included. The Collection Contractor shall collect all Bulk Items, including but not limited to larger household objects such as furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. Bulk Items are defined in Exhibit A. Bulk Item collection does not include collection of a Judicial Set-Out Order/Eviction. The Owner of a Residential Unit may contract with any private hauler for collection of Solid Waste resulting from a Judicial Set-Out Order/Eviction or if collected by the Collection Contractor, the Collection Contractor may directly bill the Owner of the Residential Unit at the bid price stated in Exhibit G. Any appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9. Annually, or more

frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the Bulk Items collected by the Collection Contractor, including the number of individual Bulk Items or an estimated volume/tonnage.

For the City of Whitehall, as reflected on Exhibit E, the volume of Solid Waste placed curbside for collection by each Residential Unit is cart contents only, and includes collection of one (1) Bulk Item per Residential Unit on each regularly scheduled collection day from the usual point of pickup, without advance notice from the residents.

- 3.9. Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the Participating Community -approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Collection Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification and documentation that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The Participating Community shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit G.
- 3.10. Collection of Home Remodeling Construction and Demolition Debris.** The Collection Contractor may limit the collection to minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor shall include such limitation in the Resident obligation notice mailed to the Participating Community Residents.
- 3.11. Services at Participating Community Facilities.** The Collection Contractor shall provide collection containers to the Participating Community at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached hereto and incorporated by reference. The Collection Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the Participating Community at no additional charge, unless otherwise indicated in Exhibit E, provided that Participating Community requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the Participating Community upon written notice to the Collection Contractor. Unless otherwise stated in Exhibit E, the Contractor shall provide Recyclable Material collection containers at any location identified on Exhibit E and provide collection and delivery to the Participating Community -Designated Facility for Recyclable Materials at no additional charge.

- 3.12. Collection at Special Events and Minor Remodeling Projects of Participating Community Buildings.** The Collection Contractor shall provide open top roll-off containers of up to forty (40) yards capacity and disposal for Solid Waste and Recyclable Materials upon request of the Participating Community for Special Events, in the amount of containers and number of pulls included on attached Exhibit E. In addition, the Collection Contractor will provide up to two (2) open top roll-off containers of up to thirty (30) yards capacity for two (2) additional special events per year for no more than two (2) pulls as requested by the Participating Community, and collect and dispose the Solid Waste in such additional containers without additional charge, unless otherwise indicated in Exhibit E. The Collection Contractor shall provide open top roll-off containers and of up to thirty (30) yards capacity for the minor remodeling of any Participating Community Facility, up to five (5) pulls per year without additional charge, unless otherwise indicated in Exhibit E.

The Collection Contractor shall provide up to four 30-yard solid waste collection containers, twice per year, for an annual total of eight 30-yard solid waste containers, at no cost to the Participating Community for community cleanups. The length of time for a community cleanup may last up to five days. For all of the above services, the Collection Contractor is responsible for the delivery of the containers, pickup of containers after event, transportation of containers to an approved disposal facility, and the costs associated with disposal of the material within the containers. Unless otherwise indicated in Exhibit E, there shall be no costs for the community for this service and the bid price shall include this service.

Additional pulls may be requested at the price indicated on Exhibit G. Unless otherwise stated in Exhibit E, or otherwise agreed in writing, no additional fee shall be charged to the Participating Community for these services notwithstanding the frequency of collections that may be required at Participating Community Facilities or the volume or nature of the Solid Waste or Recyclable Materials collected.

- 3.13. Commercial Establishments Excluded.** This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the Participating Community, unless the Participating Community has made the determination that the commercial establishment is a Residential Unit Equivalent, or except as provided for under Exhibit G hereto. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as City Facilities, Residential Units, or Residential Unit Equivalents.

ARTICLE IV- COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1. Collection Routes and Day of Collection.** In addition to the route information provided pursuant to Section 2.3, above, on or before October 1, 2025, the Collection Contractor shall furnish the following to the Participating Community, for approval by the Participating Community: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, identification of any route not made pursuant to this Collection Agreement that is combined with a route under this Collection Agreement prior

to transporting Solid Waste, Recyclable Materials, or Yard Waste to a Participating Community-Designated Facility, the number of Residential Units and Residential Unit Equivalents per route, the total number of Residential Units under the Contract, including currently unoccupied and vacant Residential Units that could receive service in the future, the total number of Residential Unit Equivalents under the Contract, and the addresses of all Residential Units and Residential Unit Equivalents under the Contract; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the Participating Community (collection of Residential Solid Waste, Recyclable Materials and Yard Waste shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the Participating Community.) The Collection Contractor shall not change the day of collection without written approval by the Participating Community. In the event such a change is approved by the Participating Community, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The Participating Community retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final Participating Community-approved Collection Routes, and shall ensure that all drivers observe traffic laws on the routes.

- 4.2. Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week. On the scheduled collection day immediately following the Fourth of July and Christmas Day, the volume of Solid Waste and Recyclable Materials placed curbside for collection by each Residential Unit shall be unlimited and the Collection Contractor shall collect all Solid Waste and Recyclable Material regardless of whether it is contained in the Collection Container. The community may establish reasonable limitations on the amount of solid waste that may be placed at the curb during these two collection days.
- 4.3. Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 4.4. Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail or, if preferred by the Unit owner or tenant, by electronic means, listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services, including the obligation to place only

accepted Recyclable Materials and Yard Waste in the appropriate containers. Notice shall identify the Recyclable Materials and Yard Waste acceptable for processing, a contact telephone number for the Participating Community and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The notice may include notification of any fuel price adjustments implemented pursuant to Section 6.5. The initial notice, including the procedures and obligations, shall be submitted to the Participating Community for approval by November 15, 2025. Subsequent notices shall be submitted to the Participating Community for approval not later than twenty (20) days prior to mailing to the Residential Units. The bid price shall include all costs associated with development and distribution of the written notice .

- 4.5. Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units. The Collection Contractor shall only be required to collect Solid Waste and Recyclable Material that has been placed in City-provided, wheeled collection containers. In addition to the holiday exceptions identified in Section 4.2, each year the City may establish one spring and one fall clean-out day on which residents may place additional Solid Waste and Recyclable Materials outside of their City-provided collection container and the Collection Contractor shall collect all such material. If the City chooses to establish such a spring and fall collection day, the City shall notify the Collection Contractor no later than March 31 to establish the dates of those days. In addition, in the event of an extraordinary event resulting in damage to personal and real property damage to more than one Unit, including but not limited to a severe storm event and related flooding, residents may place additional Solid Waste outside their City-provided collection container and the Collection Contractor shall make a good faith effort to collect all such material. The City shall make reasonable efforts to provide notice to the Collection Contractor as soon as practicable should such an extraordinary event occur.
- 4.6. Procedure for Carry-out Collection Service.** The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the Participating Community or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit G. In the event the Collection Contractor directly bills the Residents, the City shall not be responsible for the cost of Optional Carry-out Collection Service.
- 4.7. Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. Notwithstanding the foregoing requirements, all re-usable collection containers shall be returned in a manner and to a location such that the container does not create a hazard to pedestrians or motor vehicles.

Containers shall not be left in the road, where they can obstruct the flow of traffic. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the requirements set forth in this section three or more times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor as provided in 6.1. In addition, if a Collection Contractor fails to adequately perform a cleanup required pursuant to this Section, the Participating Community shall have the right to perform such cleanup services using Participating Community employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.

- 4.8. Damage to Collection Containers.** The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor, including reimbursement to the Participating Community for replacement of any Participating Community-provided collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken Collection Contractor-provided collection containers shall be maintained, repaired, and replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.
- 4.9. Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall, except where prohibited pursuant to Section 4.4, collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the Participating Community with copies of all tags left at each Residential Unit pursuant to this Section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the Participating Community and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the Participating Community and the Residents receiving the Collection Services.

- 4.10. Conduct of Collection Contractor and Its Employees.** The Collection Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, specifically including, but not limited to, applicable to traffic laws as well as rules and regulations adopted by SWACO and the Franklin County District Board of Health. This includes, but is not limited to, SWACO's rules prohibiting Source Separated Recyclable Materials or Source Separated Yard Waste from being comingled with Solid Waste for delivery to the Franklin County Sanitary Landfill. Notwithstanding any deduction pursuant to Section 6.2, any and all violations may be enforced in accordance with Ohio Revised Code Section 343.99.

The Collection Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. When performing the Collection Services, the Collection Contractor's employees shall operate the Collection Contractor vehicles with due regard for the safety of all persons and property. The Participating Community may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the Participating Community.

- 4.11. Daily Reports.** The Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the Participating Community. This report shall be provided to the Participating Community at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident. The Collection Contractor and the Participating Community may agree to utilize a different procedure, provided such agreement is in writing.

- 4.12. Collection Contractor's Response to Complaints.** The Participating Community shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance and suggest corrective measures. The Collection Contractor shall contact the Participating Community to determine if any complaints have been received at least once before 5:00 p.m., and once again before the last collection vehicle leaves the Participating Community at the end of the day of collection. The Collection Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

- 4.13. Biannual Residential Recycling Participation Survey.** The Collection Contractor shall conduct a residential recycling participation survey in April and October of each contract year or other dates as indicated by the Participating Community and provide the survey results to the Participating Community and the Solid Waste Authority of Central Ohio no later than May 31st and November 30th of the survey year. The participation survey shall delineate the total number of households that participate in the recycling program by documenting whether a Recycling container is placed out for collection on a regularly scheduled collection day. The Collection Contractor shall conduct the survey for all Residential Units and Residential Unit Equivalents in the Participating Community during the same collection week and shall report the total number of participants, and the total number of non-participants, which collective total shall equal the total number of Residential Units and Residential Unit Equivalents eligible for service under the Contract. The participation survey shall be conducted during a collection week with regularly

scheduled collection days, and shall not be conducted on a holiday collection week or any other week where collection days are different from the normal collection schedule.

ARTICLE V - PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1. Performance Assurance.** The Collection Contractor shall immediately report to the Participating Community any notice or order from any governmental agency or court or any event, circumstance or condition, including Force Majeure, which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the Participating Community's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the Participating Community shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the Participating Community its written response to any such demand. In the event that the Participating Community does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the Participating Community and its Residents, the Participating Community may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the Participating Community deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 5.2. Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of one hundred thousand dollars (\$100,000.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the Participating Community, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Participating Community accepts, in writing, a substitute surety.
- 5.3. Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the Participating Community and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the Participating Community. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be

responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.

- 5.4. Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the Participating Community and authorized to do business in the State of Ohio. The Participating Community shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the Participating Community promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the Participating Community not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the Participating Community at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5. Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the Participating Community satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the Participating Community free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.
- 5.6. Indemnification.** The Collection Contractor shall save, indemnify and hold the Participating Community, its Council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:
- a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
 - b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.
- 5.7. Environmental Indemnification.** The Collection Contractor shall save, indemnify and hold the Participating Community, its Council, its Board of Trustees, employees, agents,

officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This Section shall survive expiration or earlier termination of this Agreement.

- 5.8. Indemnity Not Limited.** In any and all claims against the Participating Community, its employees, agents, officers and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- 5.9. Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the Participating Community.
- 5.10. Covenant Not to Sue.** During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the Participating Community or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City.

ARTICLE VI - BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

- 6.1. Collection Contractor to Bill and Obtain Payment of Service Charges From Residential Units as Agent of the City.** At the option of the City at any time during the term of the contract and as authorized by Section 3707.43 of the Ohio Revised Code, the Contractor shall be responsible for invoicing and collecting Service Charges from Owners for the Collection Services provided by the Contractor under this Agreement on a quarterly (or monthly) basis on behalf of the City. Such Service Charges shall include all related collection, disposal and processing fees, shall not exceed the applicable amount specified on the Bid Form attached as Exhibit G, and may include, at the discretion of the City, an additional Cart Fee.

Residents shall be charged a per residential unit per month charge for services based on the applicable Solid Waste container size and bid price specified on the Bid Form attached as Exhibit G, and shall include a Cart Fee if such a fee has been established by the City. Residents may exchange their Solid Waste collection container with the City for a different sized cart in accordance with procedures established by the City, but in no case more often

than once per year. In the event that a City provides a different sized collection container to a Resident, the City shall immediately notify the Collection Contractor of the new collection container size and the Collection Contractor shall begin invoicing the resident the appropriate rate beginning the following month after the collection container has been replaced. In the event that the City chooses to offer a second Solid Waste collection container to those residents that request an additional collection container, residents shall be charged for the additional container at the applicable price on the Bid Form attached as Exhibit G - Part II.

Additional procedures related to monthly charges, delivery of collection containers, collection container size modification, and Cart Fees may be established in the Implementation Plan pursuant to Section 2.3.

In the event the Contractor provides any Optional Services at the request of an Owner, the charge for such additional Service Charges shall be included as a separate item on the quarterly (or monthly) invoice not to exceed the amount specified on the Bid Form. Any fuel price adjustment charged in accordance with Section 6.5 shall also appear as a separate invoice item.

All fees for Collection Services and any Cart Fees established by the City shall be collected by the Collection Contractor as the agent of the City shall be placed into and held in a separate and distinct account to the credit of the City. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate City official is obtained. Within five (5) to (7) days after the close of each calendar quarter (or month), the Collection Contractor shall seek approval of the City Administrator to determine whether Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the above City official. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the City within three (3) business days.

Any Cart Fees collected by the Collection Contractor shall be remitted to the City on the same frequency (quarterly or monthly) as the Collection Contractor invoices Service Charges from Owners, and shall be remitted to the City no later than 60 days from the end of the applicable quarter or month to the following address and individual:

City of Whitehall, Ohio
Attention: Director of Public Service
360 S. Yearling Road
Whitehall, Ohio 43213

- 6.2. Deductions from Collection Contractor's Invoice for Non-performance.** If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s), even if corrected within twenty-four (24) hours, the Participating Community may withhold Twenty-Five Dollars (\$25.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. If the miss or failed collection is not corrected by the Collection Contractor within twenty-four (24) hours after receiving a

report of such miss, by the Participating Community or the owner or occupant of the Residential Unit, the Participating Community may withhold Fifty Dollars (\$50.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. In the event that the Participating Community performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars (\$100.00) per service call plus fifty dollars (\$50.00) per hour for cleanup services performed by the Participating Community. If the Collection Contractor has violated the container handling requirements set forth in Section 4.7 three or more times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor. If the Collection Contractor commingles Source Separated Recyclable Materials or Yard Waste with Solid Waste for Disposal, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in Section 6.1, or invoice the Collection Contractor the amount of one hundred dollars (\$100.00) per Residential Unit. In the event the Participating Community is charged by the Recyclable Materials processing designated facility for contaminated loads or excessive residuals, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in Section 6.1, or invoice the Collection Contractor the amount of the charge.

The remedies available pursuant to this Section are in addition to any other remedies available to the Participating Community pursuant to this Collection Agreement, and the Participating Community's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the Participating Community of the right to exercise any remedy in response to subsequent failures to perform. In addition, the Participating Community may direct that any of the above deductions apply to the invoice for Service Charges for the Owner of a Residential Unit or Residential Unit Equivalent impacted by the Collection Contractor's non-performance.

- 6.3. Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the Participating Community. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the Participating Community that Collection Services is not required at the unoccupied or vacant Residential Unit. The Participating Community shall notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the Participating Community or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.

6.4. Annual Review and Report. The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Participating Community:

- (a) Records regarding Bulk Item as required by Section 3.8 herein;
- (b) Records regarding appliances containing CFCs as required by Section 3.9 herein;
- (c) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;
- (d) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein;
- (e) Results of the two residential recycling participation surveys and respective numbers of participants and non-participants, as required by Section 4.13 herein;
- (f) Records regarding addresses of all Residential Units and Residential Unit Equivalents which are delinquent in payment of Services Charges, as required by Section 6.1 herein;
- (g) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein;
- (h) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;
- (i) A record of the number of collection container types by volume and address within the Participating Community and collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;
- (j) A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the Participating Community-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Participating Community-Designated Facilities, as required by Section 6.8 herein; and
- (k) Copies of weight receipts and invoices that the Collection Contractor obtains from the Participating Community-Designated Facilities, as required by Section 6.8 herein.

The Collection Contractor shall prepare such records and provide them to the Participating Community and SWACO on an annual basis. Following the first year of the Term, the

annual report containing data for the preceding calendar year shall be submitted no later than January 30th each remaining year of the Term.

Annually, the Collection Contractor and the Participating Community shall meet to establish, if needed, an updated number of Residential Units eligible under the Contract, including currently unoccupied and vacant Residential Units pursuant to Section 6.3 that could receive service in the future, an updated number of Residential Unit Equivalents, and an updated address list

6.5 Adjustment for Changes in Cost of Fuel. Either the Collection Contractor or the Participating Community may request a quarterly per Residential Unit fuel price adjustment for Collection Services in a form approved by the Participating Community. For purposes of this provision, a request for fuel price adjustment, upon approval by the Participating Community or Collection Contractor, as applicable, will result in an adjustment to the Collection Contractor's invoice received by the Participating Community or Residential Units. All fuel price adjustment requests and approvals shall be in writing and a copy shall be provided to SWACO. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base bid price per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on April 28, 2025 (**\$3.456**), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$.25) per gallon from the base price. Each twenty-five-cent incremental (\$.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including miles traveled on the Collection Route, and average

number of round trips to: the Franklin County Sanitary Landfill, Participating Community-Designated Recyclable Materials Facility, and Participating Community-Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments, divided by RU plus RUE, where RU = the number of Residential Units and RUE = the number of Residential Unit Equivalents .

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU+RUE}$$

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average gasoline gallon equivalent of **CNG fuel (\$2.99)** as determined by the average gasoline gallon equivalent (“GGE”) in the **Midwest Region** as of January 2025, the most recent price published, as determined by the U.S. Department of Energy, Clean Cities Alternative Fuel Price Report (energy.gov). In the event, this resource is not available, the Participating Community and Collection Contractor shall agree to an alternative resource to determine the average price for CNG fuel.

The Collection Contractor shall notify owners and/or tenants of Residential Units or Residential Unit Equivalents of any fuel price adjustment made pursuant to this Section. Such notification shall be given no later than 30 days following approval of the fuel price adjustment and may be included in the notice required by Section 4.4 herein.

6.6 Permissible Pass-Through Charges. The following fees, rates, or charges shall be passed on by the Collection Contractor:

- a) Any and all Governmental Fee increases or decreases for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the Participating Community-Designated Recycling Services and Yard Waste Services Facilities. A Governmental Fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO;
- b) Any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill; and
- c) Any increase or decrease in a rate or charge incurred for disposal or processing of Yard Waste at a Designated Facility or SWACO-approved facility.

The Collection Contractor shall give the Participating Community and Residents as much notice as is practicable before adjusting for Governmental Fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12
 For Recyclable Materials Processing: (1/4) (per ton price difference) ÷ 12
 For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

Any charge for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility shall be the sole responsibility of the Collection Contractor, including charges assessed at a yard waste processing facility for residual solid waste disposed as a result of failure to adequately clean out a collection vehicle that was previously used for collecting solid waste prior to the collection of yard waste. If any such charges are assessed to the Collection Contractor, the Collection Contractor shall notify the Participating Community within 48 hours of receiving the charge.

6.7. Data Collection and Monthly Reporting. The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Participating Community:

- a) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day;
- b) A record of the number of collection container types by volume and address within the Participating Community collected by the Collection Contractor on each regular collection day;
- c) A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the Participating Community-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Participating Community-Designated Facilities;
- d) Copies of weight receipts and invoices that the Collection Contractor obtains from the Participating Community-Designated Facilities;
- e) Records regarding Bulk Item as required by Section 3.8 herein;
- f) Records regarding appliances containing CFCs as required by Section 3.9 herein;
- g) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;
- h) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein; and
- i) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein.

The Collection Contractor shall prepare such records and provide them to the Participating Community and SWACO on a monthly basis within thirty (30) days of the close of each month.

The Collection Contractor shall also utilize the data management system selected by the Participating Community and report volumes in tons collected of Solid Waste, Yard Waste and Recyclable Materials for the Participating Community for as long as the Solid Waste Authority of Central Ohio pays any required dues or annual subscription fees for use of the system. The Collection Contractor shall input such data and provide such data to the Participating Community and to SWACO on a monthly basis within thirty (30) days of the close of each month.

- 6.8. Senior Citizen Discount.** The Collection Contractor shall provide Residents who are sixty (60) years of age or older and the head of household a discount of ten percent (10%) or one dollar and fifty cents (\$1.50), whichever is greater, off the per Residential Unit charge contained in attached Exhibit G. By agreement, either the Participating Community or the Collection Contractor will maintain a list of Residents entitled to this discount, which list shall be provided upon request to the other party.

ARTICLE VII - BREACH, CURE, AND TERMINATION

- 7.1. Breach of Contract; Termination.** Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the Participating Community may terminate the Collection Agreement in the following manner: the Participating Community shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the Participating Community with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the Participating Community may terminate this Collection Agreement. Any such termination shall not take effect until the Participating Community is able to secure alternate or substitute performance for the Collection Services. The Participating Community may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the Participating Community, in the exercise of the reasonable discretion of the Participating Community.
- 7.2. Surety or Participating Community Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the Participating Community shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the Participating Community is unable to provide or obtain cover, the effective termination date may be delayed by the Participating Community until the Participating Community completes the process of obtaining a substitute service provider of the Collection Services.

In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the Participating Community's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the Participating Community has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the Participating Community income taxes.

- 7.3. Termination for Change of Control of Collection Contractor.** The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the Participating Community shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the Participating Community is able to obtain alternate or substitute service.
- 7.4. Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the Participating Community, the Participating Community may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the Participating Community as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.
- 7.5. Expiration or Termination of Participating Community-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain Participating Community-Designated Facilities. In the event of the expiration or termination of an agreement with a Participating Community - Designated Facility, and until notification by the Participating Community of an alternative facility selected by the Participating Community, the Collection Contractor shall be excused from delivering materials to the Participating Community-Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the Participating Community's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate Participating Community-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of utilizing an alternate facility due to the expiration or termination of a Participating Community-Designated Facility agreement shall be documented and provided to the Participating Community. Any additional reasonable costs as determined by the Participating Community incurred by the Collection Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the Participating Community obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until

the Participating Community is able to issue a replacement Invitation to Bid. In the event of termination by the Participating Community as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- 8.1. Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2. Notices.** Unless otherwise stated herein, written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention _____ (name or title), and to the Participating Community, attention _____ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3. Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Collection Contractor arising out of a breach of this Collection Agreement by the Participating Community or the Collection Contractor shall be effective unless in writing signed by the Participating Community and the Collection Contractor.
- 8.4. Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5. Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6. Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor's rights or obligations without the express written consent of the Participating Community, which consent may be withheld for any reason or for no reason.
- 8.7. Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the Participating Community and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the Participating Community and the Collection Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Collection Agreement on the date set forth above.

City of Whitehall, Ohio

(Signature)

(Printed Name)

(Title)

The Collection Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)

EXHIBIT A

Defined Terms

2025 Consortium or 2025 Community Consortium: collectively, the Cities of Groveport and Whitehall, the Village of Brice, and the Townships of Clinton, Madison, Pleasant, Sharon, and Truro, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services.

Bid Bond: a bond ensuring the Participating Communities that the Successful Bidder will execute the agreements for the Collection Services substantially in the form provided in the Bid Documents.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Joint Bid Process.

Bid Documents: the documents prepared and furnished by the Participating Communities inviting bids to obtain the Collection Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of Agreement and any and all attachments and exhibits contained therein.

Bid Form: the exhibit(s) to each of the agreements included in the Bid Documents upon which a Bidder shall submit its bid price for the Collection Services and related services.

Bulk Items: any single item of Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 95 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture (e.g. chair and matching ottoman counting as one item), mattresses and box springs (counting as one item), other household items and non-Freon containing appliances.

Carry-out Collection Services: the collection of Solid Waste, Recyclable Materials and Yard Waste from any location other than that defined as Curbside.

Cart Fee: a fee for the purchase, delivery, maintenance or replacement of containers for the collection of Recyclable Materials or Solid Waste, established by the Participating Community through municipal ordinance, budgetary approval or other lawful means, and assessed on a monthly basis to all Residential Units or Residential Unit Equivalents that receive services under this Contract.

Collection Agreement, Collection Services Agreement, or Agreement: agreement for collection of Solid Waste, Recyclable Materials and/or Yard Waste by and between the Collection Contractor and a Participating Community.

Collection Contractor: the individual or entity selected by a Participating Community for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the Participating Community.

Collection Routes: the route identified by the Collection Contractor pursuant to Section 4.1 of the Collection Agreement and approved by the Participating Community as per the Implementation Plan and identifies the mileage for purposes of Section 6.5 of the Collection Agreement.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events within the Village, or Township.

Curbside Collection Service: the collection of Solid Waste, Recyclable Materials or Yard Waste placed by the Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by the Participating Community.

Disposal Service: the delivery and acceptance of Solid Waste at the Franklin County Sanitary Landfill (or any in-district transfer station owned and operated by SWACO).

Effective Date: the date of last execution of the Agreement for the Collection Services.

Food Waste: means (i) waste material of plant or animal origin, or a combination thereof, that results from the preparation or processing of food for animal or human consumption, (ii) that is separated by the generator from the municipal solid waste stream, and (iii) managed separately from other solid waste materials, including, but not limited to materials not capable of decomposing to compost. Food wastes may also include packaging, utensils, and food containers composed of readily biodegradable material capable of decomposition in accordance with the ASTM D6400 standard required for use. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials, Food Waste shall be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement.

Force Majeure: Any failure or delay in performance under this Agreement due to circumstances beyond a party's reasonable control that could not have been prevented or avoided if such party had exercised reasonable diligence, including, without limitation, Acts of God, war, terrorist acts, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

Franklin County Sanitary Landfill: the location where all Solid Waste must be ultimately delivered according to SWACO Rules, located at 3851 London Groveport Road, Grove City, Ohio, 43123.

Governmental Fee: a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin

County, the Solid Waste Authority of Central Ohio or other public entity. A Governmental Fee does not include any charge by a private corporation.

Identified Facility or Designated Facility: the location or facility, within SWACO's jurisdiction or an associated SWACO facility, to which the Collection Contractor shall deliver all Solid Waste, Recyclable Materials or Yard Waste based upon agreements between the Participating Communities and such facilities, or SWACO Rules.

Invitation to Bid: the request of the Participating Communities to secure the Collection Services.

Joint Bid Process: the bidding process for the Collection Services and other optional services of the Participating Communities.

Judicial Set-Out Order/Eviction: When a court or landlord authorizes an eviction, the Residential Unit Owner is responsible for the clean-up of any remaining debris from the street following the eviction or court-ordered twenty-four (24) hour period. The Residential Unit Owner may contract with a private hauler or if collected by the Collection Contractor, the Collection Contractor may directly bill the Residential Unit Owner at the bid price on Exhibit G.

Multi-Family: A residential dwelling consisting of four (4) or more units, unless otherwise defined as a Residential Unit Equivalent by the City, Village or Township.

Municipal Facilities: Participating Community-owned buildings, parks, and other locations specifically identified on Exhibit E, attached to the Collection Agreements.

Notice of Award: written notification that a Bid has been accepted by a Participating Community for the Collection Contractor to provide the Collection Services.

Optional Services: any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the Participating Community is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbon (CFC) removal; and rental or purchase of additional 95, 65, or 32 gallon collection containers.

Owner: the legal titleholder of record of any Residential Unit or Residential Unit Equivalent within the City, Village or Township, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

Participating Community or Communities: the following political subdivisions, individually or collectively, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including the Cities of Groveport and Whitehall, the Village of Brice, and the Townships of Clinton, Madison, Pleasant, Sharon, and Truro.

Participating Community-Approved Collection Route(s): the route showing the starting and ending points of collection within the Participating Community as approved by the Participating Community and the collection routes that the Collection Contractor shall use to provide the Collection Services.

Participating Community-Designated Facilities: the facilities where all Participating Community-generated Solid Waste, Recyclable Materials and Yard Waste must be delivered; for Solid Waste, the Franklin County Sanitary Landfill located at 3851 London-Groveport Road, Grove City, Ohio, 43123, or to any transfer station owned and operated by SWACO; for Recyclable Materials, the Rumpke Recycling & Resource Center located at 1190 Joyce Avenue, Columbus, Ohio 43219; and for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services, or any other facility designated by the Participating Community.

Performance Bond: the bond insuring performance of the Collection Services, to be submitted in substantially the same form as that included in the Bid Documents.

Recyclable Materials or Recyclables: not less than the following: steel cans, aluminum cans (including empty aerosol containers), plastic bottles, jugs, and polypropylene tubs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors) and clamshells. Any other materials identified as acceptable by the Recycling Services processor shall also be included.

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the Participating Community-Designated Facility.

Resident: an adult occupant, Owner or tenant of a Residential Unit.

Residential Unit or Units: all residential dwellings within the corporate limits of the Participating Community occupied by a family unit, and considered by the Participating Community to qualify as a Residential Unit; including but not limited to residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the Participating Community.

Service Charges: the fee charged by the Collection Contractor to an Owner or to a Participating Community for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge, Recycling Processing service fee, or pass through charges permitted by this Collection Agreement. No other charges shall be included. A Collection Contractor may not charge multiple Owners for the shared use of the same Curbside Collection Services if each Residential Unit is not provided with a separate collection container.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

Solid Waste Authority of Central Ohio, or SWACO: the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

Source-Separated Recyclable Materials: Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

Special Events: services provided to Municipal Facilities and during Participating Community-identified events listed on Exhibit E, attached to each Participating Community's Collection Agreement and included in the Bid Documents, including but not limited to City, Village or Township-wide designated clean-up weeks.

Successful Bidder: the Bidder the Participating Community concludes has submitted the lowest price and best Bid for the Collection Services, receiving a final Notice of Award.

Textile or Other Reusable Items: materials, including but not limited to clothing and other household items, frequently donated or collected for reuse by governmental, non-profit or other private entities.

Transfer Station: either of the two in-district transfer stations operated by the Solid Waste Authority of Central Ohio, located at **4262 Morse Road, Gahanna, Ohio 43230 and 2566 Jackson Pike, Columbus, Ohio 43223; or any subsequent in-district transfer station owned or operated by** the Solid Waste Authority of Central Ohio.

Yard Waste or Source-Separated Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than a fourth (1/4) of an inch in diameter, and similar material as meets the requirements for acceptance by the Yard Waste processing facility utilized by the Collection Contractor. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials, Food Waste shall be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement.

Yard Waste Services: the acceptance and processing of Yard Waste by composting at a City, Village or Township-Designated Facility.

EXHIBIT B

Workers' Compensation Coverage

Please attach a current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to Township on a going-forward basis as Certificates expire.



**Bureau of Workers'
Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

Mike DeWine, Governor **Jon Husted**, Lt. Governor **John Logue**, Administrator/CEO

09/26/2024
Date Mailed

#BWNFVSQ

JOHN R. PINE
FORTUNE HR
ALLOY EMPLOYER SERVICES
130 E MAIN ST
NEW ALBANY OH 43054-9143

RE: Policy number: 20005744

Dear Self-Insuring Employer,

Attached is the *Certificate of Coverage and Finding of Facts* authorizing your company to continue operations under sections of Ohio law covering self-insured risks.

Please provide a copy of the *Certificate of Coverage* to each of your Ohio locations, and post it for all employees to view.

Thank you for your cooperation.

Sincerely,

David E. Boyd
Director, Self-Insured Department



**Bureau of Workers'
Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor John Logue, Administrator/CEO

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Section 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies (without any alterations or changes) as required.

Policy Number and Employer Name 20005744 Local Waste Services C/O FORTUNE HR 130 E MAIN ST NEW ALBANY OH 43054-9143	Period Specified Below October 1, 2024 to October 1, 2025
---	--

This certifies that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

John Logue
Administrator/CEO

**BWC-7201
SI-1**



**Bureau of Workers'
Compensation**
30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor John Logue, Administrator/CEO

FINDING OF FACTS

In matter of the renewal application of	FORTUNE HR
20005744	
(hereinafter referred to as employer)	130 E MAIN ST
of	NEW ALBANY OH 43054-9143

The above employer, having filed its desire to continue the privilege of self-insurance pursuant to the Ohio Workers' Compensation Law and Section 35. Article II Constitution of Ohio, and such renewal application and its contents having been carefully examined by the Ohio Bureau of Workers' Compensation, the administrator hereby grants the privilege of self-insurance to above the employer from:

October 1, 2024 to October 1, 2025
or until further action of the Ohio Bureau of Workers' Compensation

Sincerely,

John Logue

EXHIBIT C

Implementation Plan Forms

Please attach “Certificate of Good Standing” (authorization to do business in the State of Ohio) and Implementation Plan details.



Implementation Plan

Local Waste Services, Ltd., is the current hauler for all of the Consortium II Communities, and will continue to provide the same excellent level of service as is currently being experienced. Our routing and collection days will remain the same. Local Waste Services has made significant technological investments that will assist our operations team in assuring that our customers are being serviced to the high standard to which they have become accustomed. Our fleet is now equipped with several cameras that not only help ensure the quality of service, but are also invaluable tools for maintaining a culture of safety among our staff. Local Waste Services has continued to invest in clean energy, having installed a CNG filling station at our facility in 2018 and continuing to add new CNG powered units each year. It is our goal at Local Waste Services to not just be a vendor for the community, but a partner in all aspects. Local Waste Services very much looks forward to continuing the relationship with the Consortium II Communities.

EXHIBIT D

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider (“Principal”) and _____ [insert name of surety] (“Surety”), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of Section 3929.02 of the Revised Code are held and firmly bound unto the City of Whitehall (“Beneficiary”) Beneficiary in the sum of **\$100,000.00**, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 2025, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to Township/Village-Designated Facilities (“Collection Services”).

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety’s obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2025, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

 (Principal)		 (Surety)	
 (Principal Secretary)	By:	 (Surety Secretary)	By:
(SEAL)		(SEAL)	
 (Witness as to Principal)	 (Address)	 (Witness as to Surety)	 (Attorney-In-Fact)
	 (Address)	 (Address)	 (Address)
		 (Address)	 (Address)

Legal Status of the Principal

A **CORPORATION** duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A **PARTNERSHIP** trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT E
CITY OF WHITEHALL, OHIO

Number of Residential Units: 5,300 + / -

Approximate annual volume (by ton) of:	solid waste =	<u>5,261 tons</u>
	recyclable materials =	<u>941 tons</u>
	yard waste =	<u>648 tons</u>

Current Collection Day:	solid waste =	<u>Wed.</u>	(Prefer same day or earlier in the week)
	recyclable materials =	<u>Wed.</u>	
	yard waste =	<u>Wed.</u>	

* The volume of Solid Waste placed curbside for collection by each Residential Unit is limited to the trash cart used by the Residential Unit, and includes collection of one (1) Bulk Item on each regularly scheduled collection day from the usual point of pickup, without advance notice from the resident.

Entity that performs residential billing services: Collection Contractor

Entity that pays Recycling Processing Fees: Collection Contractor

Governmental Facilities and Community Events requiring service:

Service Required For City Facilities. The Contractor shall provide the following containers and collections to the City of Whitehall ("City") at no additional charge:

Police Department 365 S Yearling Rd.	One (1) – Four (4) cubic yard container collected once per week
Fire Department 390 S Yearling Rd.	One (1) – Four (4) cubic yard container collected two (2) times per week
Whitehall Community Park 402 N Hamilton Rd.	Two (2) – Thirty (30) cubic yard containers collected two (2) times per week from April to September; collected once per week remainder of year
WCIC Admin Bldg 538 S Yearling Rd.	One (1) – Four (4) cubic yard container collected once per week
Service Garage 4605 Poth Rd.	One (1) – Six (6) cubic yard container collected once per week
Parks & Rec Admin Bldg 721 Country Club Rd.	One (1) – Thirty (30) cubic yard container collected once per week

The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers provided by the Contractor once per week unless additional collections are necessary at the discretion of the City of Whitehall, at no additional charge to the City of Whitehall. The exact number, size and location of the above collection containers may be modified within reason at the request of City of Whitehall, with agreement by Contractor.

The Contractor shall also provide roll-off containers of thirty (30) cubic yard capacity for the four (4) City clean-up days requested by the City Quarterly; two (2) thirty (30) yard roll-off containers for the July Fourth celebration at Bishop Park; and one (1) thirty (30) yard roll-off container for the Food Truck & Fun Festival. During each of these events, the containers shall be placed at locations and collected at the times specified by the City.

The Contractor shall also provide open top roll-off containers and collection services for the minor remodeling of any City facility upon request, up to five (5) pulls per year.

Additional collection containers and pulls may be requested at the price, if any, indicated on the Bid Form.

EXHIBIT F

Insurance Coverage Requirements

(please attach proof of insurance coverage consistent with below requirements)

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. Township/ Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by the Contractor in the performance of services hereunder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hosket Ulen Insurance Solutions LLC 6640 Riverside Dr., Suite 400 Dublin, OH, 43017	CONTACT NAME: Brad Hosket	
	PHONE (A/C, No. Ext): (614) 339-1771	FAX (A/C, No): (614) 339-1788
INSURED Local Waste Services LTD. Local Waste Transportation LLC Richard Cattran (Revocable Grantor Trust) PO Box 359 Groveport, OH, 43125	E-MAIL ADDRESS: service@hosketulen.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: EMC Insurance Co Group	
	INSURER B: General Star Indemnity Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER: 1728062679557

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		5D69885	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY		5E69885	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR		5J69885	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 2,000,000
	☐ DED ☐ RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		5D69885	10/1/2024	10/1/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☒ N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability		IXG680715	10/1/2024	10/1/2025	Limit \$3,000,000
A	Auto Pollution Liability		5E69885	10/1/2024	10/1/2025	Limit \$3,000,000
A	Rented/Leased Equipment		5C69885	10/1/2024	10/1/2025	Limit/DED \$400,000/\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to signed written contract, policy terms, conditions, and exclusions.

Additional Named Insureds:

Local Waste Properties, LLC
LWS Management Services LLC
Local Waste Transportation LLC
Local Waste Holdings LLC
LWS Properties LLC

CERTIFICATE HOLDER

For Info Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shelly Jordan

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EXHIBIT G – BID FORMS – PART I (B)

WHITEHALL BID ENTRY TABLE FIVE YEAR TERM (1/1/26– 12/31/30)
Per Residential Unit bid price per month for collection, transportation and delivery of Solid Waste, Recyclable Materials, and Yard Waste. Cart Contents Only
(A) \$ <u>22.20</u> = 95- Gallon Solid Waste Cart
Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Recyclable Materials, and Yard Waste, Cart Contents Only
(A - \$1.00) <u>21.20</u> = 65-Gallon Solid Waste Cart (A - \$2.00) <u>20.20</u> = 35-Gallon Solid Waste Cart

* Current price reflected does not include any billing fees or Cart fees (“Administrative Fee”)

Collection shall occur on the following days of the week:

COMMUNITY	SW/RM	YW
City of Whitehall	Wednesday	Wednesday

All prices shall be inclusive of the Solid Waste disposal fee upon delivery to the Franklin County Sanitary Landfill or in-district Transfer Station operated by SWACO, the Participating Communities’ Designated Facility for Solid Waste. The Participating Communities have secured a per ton tipping fee for Recyclable Materials delivered to the Rumpke Recycling & Resource Center located at 1190 Joyce Avenue, Columbus, Ohio 43219, with a variable index based price and a maximum per ton tipping fee of \$35.00. Prices shall also be inclusive of any fees charged by any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the Participating Community. SWACO’s current contracted Yard Waste Services providers accept residential yard waste at no charge.

All prices shall also be inclusive of services provided to Municipal Facilities at no extra charge, detailed on each Participating Community’s Exhibit E to the Collection Agreement.

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

(Contractors are advised that they **shall** provide a bid price for the below additional services)

Per Residential Unit <u>quarterly</u> surcharge to provide <u>quarterly</u> billing services	\$ <u>2.55</u>
Per Residential Unit <u>monthly</u> surcharge to provide <u>monthly</u> billing services	\$ <u>2.55</u>
Per Residential Unit per month surcharge for performing Carry-Out Collection Services ¹	\$ <u>25.00</u>
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	\$ <u>100.00</u>
Provision of and each per pull charge for an additional container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>125.00</u>
Provision of and each per pull charge for an additional container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>150.00</u>
Provision of and each per pull charge for an additional container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>175.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>425.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>450.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>500.00</u>

¹ The Contractor is required to provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service.

Per Residential Unit per month surcharge for the Rental of 95 gal., 65 gal., and 35 gal. Solid Waste collection container (Applies to all communities except Whitehall)	\$ <u>3.50</u> (95) \$ <u>3.50</u> (65) \$ <u>3.50</u> (35)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.	\$ <u>475.00</u>
Per Residential Unit per month surcharge for the Rental of 95 gal., 65 gal., and 35 gal. Recycling container (Applies only to Truro Township)	\$ <u>3.50</u> (95) \$ <u>3.50</u> (65) \$ <u>3.50</u> (35)



Employee Contact List

The most critical element to providing excellent service is the ability to attract and maintain reliable drivers and loaders. Local Waste Services offers excellent wages, paid premium health insurance, vacations and other benefits; which have enabled us to attract and keep experienced, reliable personnel.

Key Team Members	Position	Years of Experience	Degrees / Certifications
Rick Cattran	Owner	32	High School Diploma
Ryan Jensen	Director of Operations	11	Bachelor of Arts
Steve Clay	Operations Manager	29	High School Diploma
Bob Queen	Safety Manager	35	High School Diploma
Phil Holdren	Fleet Manager	15	High School Diploma
James Weaver	Chief Financial Officer	11	Bachelor of Arts

Local Waste Services provides many forms of communication both online and phone line. General company, along with individual contact information is provided online at: localwasteservices.com/contact. Our office telephone system records any messages that occur after office hours.

Emergency Contact	Position	Contact Phone
Steve Clay	Operations Manager	614-348-0747
Bob Queen	Safety Manager	740-281-8357
Ryan Jensen	Director of Operations	614-832-7697

localwasteservices.com

614-409-9375

1300 S. Columbus Airport Rd.
Columbus, OH 43207



Billing Policy

Local Waste Services billing policy consists of four (4) quarterly bills sent to all customers at the beginning of each billing quarter. All customers remaining unpaid after 30 days will receive a reminder letter pertaining to their past due balance. LWS will assess a \$3.00 fee for any past due letter issued. After 60 days from the original bill date any remaining unpaid customers will be placed on service suspension until balance is paid in full or proper payment arrangements are made.

Please see the following example:

- 2nd Quarter billed April 1, 2025 for services in April, May, and June.
 - Payment is due April 30th, 2025 or a late fee of \$3 is assessed.
 - May 1st, 2025 a past due reminder is sent to all unpaid customers.
 - June 1st, 2025 any remaining unpaid customers will have their services suspended until balance is paid in full, or other acceptable payment arrangements have been made.
 - July 1st, 2025 any unpaid charges from the April billing will be sent to a collection agency; additional fees will be applied to resume services.
-
- + Local Waste Services accepts MasterCard, Visa, and Discover (credit / debit) & direct debit.
 - + There is a \$1.99 processing fee for credit / debit card payments and a \$0.60 fee for direct debit.



Local Waste Services Credit Card and EFT Policy

Local Waste Services offers their customers the option to pay using a credit card or EFT (checking account). In order to provide the most competitive pricing for all residents, Local Waste Services passes along a portion of the related processing fees to the customers who take advantage of these payment options. The convenience fees for processing are as follows:

Credit Card: \$1.99 per payment

EFT: \$0.60 per payment

If a customer elects to enroll in the Automatic Payment Program, they will experience the following reduced convenience fees:

Credit Card: \$1.50 per payment

EFT: \$0.50 per payment

*Please note that for the Automatic Payment Program, payments will only be processed for residential customers once quarterly unless a proration occurs after a typical quarterly bill.

ORDINANCE NO. 080 -2025

AUTHORIZING AND APPROVING A FUND TRANSFER IN THE AMOUNT OF NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$95,000.00) FROM UNAPPROPRIATED MONIES IN THE GENERAL FUND (101) TO THE ACCRUED BENEFIT RESERVE FUND (505); AUTHORIZING AND APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$95,000.00) TO THE ACCRUED BENEFIT RESERVE EXPENSE ACCOUNT 505.000.51000.

WHEREAS, the Accrued Benefit Reserve Fund is used for employee payouts for the designated benefits that belong to the employee through their union contract or by codified ordinance upon separation of employment from the City of Whitehall, and

WHEREAS, the fund balance is currently low and requires additional funding; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WHITEHALL, OHIO:

SECTION 1: That the Council of the City of Whitehall, approves a fund transfer in the amount ninety-five thousand and 00/100 dollars (\$95,000.00) from unappropriated monies in the General Fund (101) to the Accrued Benefit Reserve Fund (505) and approves a supplemental appropriation in the amount of ninety-five thousand and 00/00 dollars (\$95,000.00) to the Accrued Benefit Reserve Fund Expense Account (505.000.51000),

SECTION 2: That the City Auditor is hereby authorized to draw his warrant upon the Treasurer of the City for these funds for the stated purpose.

SECTION 3: That this Ordinance shall go into full force and effect immediately upon its passage and approval by the Mayor.

PASSED this ____ day of _____, 2025.

ATTEST:

Clerk of Council

President of Council

APPROVED this ____ day of _____, 2025.

Mayor

Requested and prepared by: Chris Peterson, Deputy Auditor
Approved as to form: Bradley S. Nicodemus, City Attorney BSN 8/11/2025

ORDINANCE NO. 081-2025

AUTHORIZING AND APPROVING A FUND TRANSFER IN THE AMOUNT OF TWENTY-THREE THOUSAND AND NO/DOLLARS (\$23,000.00) FROM THE LIFECYCLE REPLACEMENT FUND 315 TO THE TECHNOLOGY FUND 314.

WHEREAS, the Information Technology Department has been tasked with paying for more technology needs than in prior years, and

WHEREAS, invoices have totaled more in the first half of 2025 than originally anticipated; and

WHEREAS, this requires immediate additional funding; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WHITEHALL, OHIO:

SECTION 1: That the Council of the City of Whitehall approves a fund transfer in the amount of twenty-three thousand and no/dollars (\$23,000.00) from the Lifecycle Replacement Fund 315 to the Technology Fund 314.

SECTION 2: That the City Auditor is hereby authorized to draw his warrant upon the Treasurer of the City for these funds for the purpose stated in this ordinance.

SECTION 3: That this Ordinance shall go into full force and effect immediately upon its passage and approval by the Mayor.

PASSED this ____ day of _____, 2025.

ATTEST:

Clerk of Council

President of Council

APPROVED this ____ day of _____, 2025.

Mayor

ORDINANCE NO. 082-2025

AUTHORIZING AND MAKING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF FOUR HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$450,000.00) FROM UNAPPROPRIATED MONIES IN THE SELF-FUNDED INSURANCE TRUST FUND (511) TO THE SELF-FUNDED INSURANCE TRUST FUND EXPENSE ACCOUNT (511.000.50000).

WHEREAS, the City is experiencing higher employee health insurance claims in the first half of 2025; and

WHEREAS, it is advised by the Auditor that it will be necessary to use monies in the Self-Funded Insurance Trust Fund to ensure we have adequate monies to pay employee medical claims, NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WHITEHALL, OHIO:

SECTION 1: The Council of the City of Whitehall, Ohio approves a supplemental appropriation from the Self-Funded Insurance Trust Fund (511) to the Self-Funded Insurance Trust Fund Expense Account (511.000.50000) in the amount of four hundred fifty thousand and no/100 (\$450,000.00).

SECTION 2: That the City Auditor is hereby authorized to draw his warrant upon the Treasurer of the City for these funds for the purpose stated.

SECTION 3: That this Ordinance shall go into full force and effect immediately upon its passage and approval by the Mayor.

PASSED this ____ day of _____, 2025.

ATTEST:

Clerk of Council

President of Council

APPROVED this ____ day of _____, 2025.

Mayor

Requested and prepared by: Chris Peterson, Deputy Auditor
Approved as to form: Bradley S. Nicodemus, City Attorney BSN 8/11/2025

ORDINANCE NO. 083-2025

AUTHORIZING AND APPROVING AMENDMENTS TO THE GENERAL FUND TRANSFER PERCENTAGES ALLOTTED TO THE FOLLOWING NON-GENERAL FUNDS LISTED IN THE LEGISLATION.

WHEREAS, each year City Council considers percentage transfers to non-general funds based on the estimated amount the General Fund (101) is expected to receive for the next year; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WHITEHALL, OHIO:

SECTION 1: That the Council of the City of Whitehall, Ohio amends the Capital Improvement and Project Fund (311) detailed in Chapter 135, Section 135.16(c)1 of the Codified Ordinances of the City of Whitehall in the following manner:

Capital Improvement and Project Fund (311).

(c) Financing of the Capital Improvement and Project Fund will be as follows:

(1) Beginning August 1, 2025, one and one quarter percent (1.25%) of all General Fund Revenue will be deposited to the Capital Improvement and Project Fund.

SECTION 2: That the Council of the City of Whitehall, Ohio amends the Capital Equipment Replacement Reserve Fund (312) detailed in Chapter 135, Sections 135.17(b)(1) & (2) in the following manner:

Capital Equipment Replacement Reserve Fund (312).

(b) Financing of the Capital Equipment Replacement Reserve Fund will be as follows:

(1) Beginning August 1, 2025, one quarter percent (0.25%) of all General Fund Revenue will be deposited to the Capital Equipment Replacement Reserve Fund.

(2) Beginning August 1, 2025, the Capital Equipment Replacement Reserve Fund shall have a maximum unexpended fund balance of not more than five hundred thousand dollars (\$500,000). Any revenues received over the maximum limitation shall be returned to the General Fund. The Capital Equipment Replacement Reserve Fund shall not receive additional revenue until the unexpended fund balance has been diminished to a minimum balance of seventy-five thousand dollars (\$75,000).

SECTION 3: That the Council of the City of Whitehall, Ohio amends the Fleet Reserve and Maintenance Fund (313) detailed in Chapter 135, Sections 135.18(b)(1) & (2) in the following manner:

Fleet Reserve and Maintenance Fund (313).

(b) Financing of the Fleet Reserve and Maintenance Fund will be as follows:

(1) Beginning August 1, 2025, one and one half percent (1.50%) of all General Fund Revenue will be deposited to the Fleet Reserve and Maintenance Fund.

(2) Beginning August 1, 2025, the Fleet Reserve and Maintenance Fund shall have ~~a maximum unexpended fund balance of not more than five hundred thousand dollars (\$500,000). Any revenues received over the maximum limitation shall be returned to the General Fund. The Fleet Reserve and Maintenance Fund shall not receive additional revenue until the unexpended fund balance has been diminished to a minimum balance of two hundred thousand dollars (\$200,000)~~ no maximum cap.

SECTION 4: That the Council of the City of Whitehall, Ohio amends the Technology Fund (314) detailed in Chapter 135, Sections 135.19(b)(1) & (2) in the following manner:

Technology Fund (314).

(b) Funding of the Technology Fund will be as follows:

ORDINANCE NO. 083-2025

(1) Beginning August 1, 2025, four percent (4.0%) of all General Fund Revenue will be deposited to the Technology Fund until January 1, 2026, whereupon this percentage shall be reduced to two percent (2.0%) of all General Fund Revenue.

(2) Beginning August 1, 2025, the Technology Fund shall have ~~a maximum unexpensed fund balance of not more than seven hundred thousand dollars (\$700,000). Any revenues received over the maximum limitation shall be returned to the General Fund. The Technology Fund shall not receive additional revenue until the unexpensed fund balance has been diminished to a minimum balance of two hundred fifty thousand dollars (\$250,000) no cap.~~

SECTION 5: That the Council of the City of Whitehall, Ohio amends the Accrued Benefit Liability Reserve Fund (505) detailed in Chapter 135, Sections 135.20(b)(1) & (2) in the following manner:

Accrued Benefit Liability Reserve Fund (505).

(b) Funding of the Accrued Benefit Reserve Fund will be as follows:

(1) Beginning August 1, 2025, zero percent (0%) of all General Fund Revenue will be deposited to the Accrued Benefit Reserve Fund.

(2) Beginning August 1, 2025, the Accrued Benefit Reserve Fund will receive appropriations from the City Council on an as needed basis.

SECTION 6: That the Council of the City of Whitehall, Ohio amends the Water and Sewer Mandate Improvement Reserve Fund (305) detailed in Chapter 135, Section 135.21(b)(1) in the following manner:

Water and Sewer Mandate Improvement Reserve Fund (305)

(b) Funding of the Water and Sewer Mandate Improvement Reserve Fund will be as follows:

(1) Beginning August 1, 2025, one percent (1%) of General Fund Revenue will be deposited to the Water and Sewer Mandate Improvement Reserve Fund.

SECTION 7: That the Council of the City of Whitehall, Ohio amends the Self-Insurance Insurance Trust Fund (511) detailed in Chapter 135, Section 135.22 in the following manner:

Self-Funded Insurance Trust Fund (511)

Beginning August 1, 2025, six percent (6%) of all General Fund Revenue will be deposited to the Self-Funded Insurance Trust Fund.

(a) Beginning August 1, 2025, the Self Funded Insurance Trust Fund unexpensed fund balance shall have ~~a maximum unexpensed fund balance of seven hundred fifty thousand dollars (\$750,000). Any revenues received over the maximum limitation shall be returned to the General Fund. The Self Funded Insurance Trust Fund shall not receive additional revenue until the unexpensed fund balance has been diminished to a minimum balance of five hundred thousand dollars (\$500,000) no cap.~~

SECTION 8: That the Council of the City of Whitehall, Ohio amends the Lifecycle Replacement Fund (315) detailed in Chapter 135, Section 135.23(b)(1) and adds (b)(2)in the following manner:

Lifecycle Replacement Fund (315)

b) Funding of the Lifecycle Replacement Fund will be as follows:

(1) Beginning August 1, 2025, forty-one hundredths of one percent (.41%) of all General Fund Revenue will be deposited to the Lifecycle Replacement Fund.

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(2) Beginning August 1, 2025, the Lifecycle Replacement Fund shall have a maximum unexpensed fund balance of not more than two hundred thousand dollars (\$200,000). Any revenues received over the maximum limitation shall be returned to the General Fund. The Lifecycle Replacement Fund shall not receive additional revenue until the unexpensed fund balance has been diminished to a minimum balance of one hundred fifty thousand dollars (\$150,000).

SECTION 9: That the Council of the City of Whitehall, Ohio amends the Economic Development Incentives/Planning Fund (316) detailed in Chapter 135, Section 135.24(b)(1) and adds (b)(2) in the following manner:

ECONOMIC DEVELOPMENT INCENTIVES/PLANNING FUND (316)

b) Funding of the Economic Development Incentives/Planning Fund will be as follows:

(1) Beginning August 1, 2025, two percent (2.0%) of all General Fund Revenue will be deposited to the Economic Development Incentives/Planning Fund.

(2) Beginning August 1, 2025, the Economic Development Incentives/Planning Fund shall have a maximum unexpensed fund balance of not more than one million seven hundred fifty thousand dollars (\$1,750,000). Any revenues received over the maximum limitation shall be returned to the General Fund. The Economic Development Incentives/Planning Fund shall not receive additional revenue until the unexpensed fund balance has been diminished to a minimum balance of one million two hundred thousand dollars (\$1,200,000).

SECTION 10: That this Ordinance shall go into full force and effect immediately upon its passage and approval by the Mayor.

PASSED this ____ day of _____, 2025.

ATTEST:

Clerk of Council

President of Council

APPROVED this ____ day of _____, 2025.

Mayor

ORDINANCE NO. 084-2025

APPROVING AND MAKING A SUPPLEMENTAL APPROPRIATION OF FIFTEEN THOUSAND AND 00/00 DOLLARS (\$15,000.00) FROM PREVIOUSLY UNAPPROPRIATED MONIES IN THE RECREATION TRUST FUND (860) TO THE RECREATION TRUST FUND EXPENSE ACCOUNT (860.000.51000).

WHEREAS, Whitehall Parks & Recreation Department has received additional revenue in excess of \$15,000.00 and;

WHEREAS, Whitehall Parks & Recreation Department has need for these funds for the general operation of all youth sports, including uniforms, awards, equipment, and securing officials; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WHITEHALL, OHIO:

SECTION 1: That this Council approves and makes a supplemental appropriation of fifteen thousand and 00/00 dollars (\$15,000.00) from previously unappropriated monies in the Recreation Trust Fund (860) to the Recreation Trust Fund expense account (860.000.51000).

SECTION 2: That the City Auditor is hereby authorized to draw his warrant upon the Treasurer of the City for these funds for the purpose stated in this ordinance.

SECTION 3: That this Ordinance shall go into full force and effect immediately upon its passage and approval by the Mayor.

PASSED this ____ day of _____, 2025.

ATTEST:

Clerk of Council

President of Council

APPROVED this ____ day of _____, 2025

Mayor

ORDINANCE NO. 085-2025

APPROVING AND MAKING A SUPPLEMENTAL APPROPRIATION OF NINE THOUSAND SEVEN HUNDRED AND 00/00 DOLLARS (\$9,700.00) FROM PREVIOUSLY UNAPPROPRIATED MONIES IN THE PARKS & RECREATION GRANTS FUND (225) TO THE PARKS & RECREATION GRANTS FUND URBAN FORESTRY GRANT EXPENSE ACCOUNT (225.000.50010).

WHEREAS, activities related to the Urban Forestry Grant are still underway; and

WHEREAS, these funds are necessary to keep the grant execution on track and in compliance with the grant agreement terms;

NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WHITEHALL, OHIO:

SECTION 1: That this Council approves and makes a supplemental appropriation of nine thousand seven hundred and 00/00 dollars (\$9,700.00) from previously unappropriated monies in the Parks & Recreation Grants Fund (225) to the Parks & Recreation Grants Fund Urban Forestry Grant expense account (225.000.50010).

SECTION 2: That the City Auditor is hereby authorized to draw his warrant upon the Treasurer of the City for these funds for the purpose stated in this ordinance.

SECTION 3: That this Ordinance shall go into full force and effect immediately upon its passage and approval by the Mayor.

PASSED this ____ day of _____, 2025.

ATTEST:

Clerk of Council

President of Council

APPROVED this ____ day of _____, 2025

Mayor

Requested and prepared by: Steven Quincel, City Auditor
Approved as to form: Bradley S. Nicodemus, City Attorney bsn 8/15/2025

RESOLUTION NO. 035-2025

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

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

WHEREAS, the City of Whitehall is planning to make capital improvements to the Fairway Blvd and Etna Rd, and

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

BE IT RESOLVED by the Council of the City of Whitehall, Ohio:

SECTION 1: The Mayor is hereby authorized to apply to the District Three Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the above capital infrastructure project and funds as described above.

SECTION 2: The Mayor is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 3: That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, peace, safety and welfare and for the further reason that the deadline for the application is August 29th, 2025; WHEREFORE, This Resolution shall go into full force and effect immediately upon its passage and approval by the Mayor.

PASSED this ____ day of _____, 2025.

ATTEST:

Clerk of Council

President of Council

APPROVED this ____ day of _____, 2025.

Mayor