

Sponsor Lemaster

RESOLUTION #2023-62

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF WELLSTON AND MILTON TOWNSHIP TO PROVIDE FIRE PROTECTION AND DECLARING AN EMERGENCY.

WHEREAS, the City of Wellston, through its fire department presently provides fire protection services to the Township of Milton; and,

WHEREAS, the parties wish to continue that relationship and have negotiated the terms of such an agreement.

NOW THEREFORE, be it resolved by the Council of the City of Wellston, County of Jackson, State of Ohio:

Section 1. The Mayor is hereby authorized to execute a contract between the City of Wellston and Milton Township, to provide Milton Township with fire protection services, a copy of that agreement has been provided to Council attached as Exhibit A, and is for a period not to expire, beginning January 1st, 2024 and said Exhibit A is hereby approved and adopted by this body.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This resolution is hereby declared to be an emergency measure made necessary for the preservation of the public peace, health, safety and welfare of the City of Wellston, Ohio.

PASSED THIS 7th DAY OF December, 2023.


Rick Hudson, Council President

ATTEST:


Clerk of Council



Approved this 7th day of December, 2023.



Anthony Brenner, Mayor

Published in accordance with the law on 11/2/23 and 11/16/23; and posted
at The Store, Wellston City Hall, Wellston Senior Citizens' Center, the Wellston Public Library
and the Wellston Post Office from 12/12/23 through 1/12/23.



Clerk of Council



Prepared by: City of Wellston

Wellston Fire Department
Fire Protection Contract
Milton Township

KNOW ALL MEN BY THESE PRESENT THAT this is a contract for the provision of fire protection and safety services, made between the City of Wellston, Ohio and the Township of Milton, Jackson County, Ohio WITNESSETH:

WHEREAS, by resolution of Council of the City of Wellston, Ohio, the Director of Public Service and Public Safety of the City of Wellston, Ohio and the Chief of the Wellston Fire Department, on behalf of said City, have been authorized to enter into the contract for the purpose of furnishing fire protection and safety protection to the inhabitants of Milton Township for a period not to expire on the terms and conditions set forth herein; and

WHEREAS, by resolution adopted by the Board of Trustees of Milton Township, Jackson County, Ohio on the 1st day of January 2024, said Trustees authorized the execution of a contract on behalf of said township with the City of Wellston, Ohio, for such service.

NOW, THEREFORE, the City of Wellston, Ohio, hereby agrees that its Division of Fire, Department of Public Safety, will provide full time staffing and answer calls from said Milton Township Fire District and inhabitants and send firefighters thereto for the purpose of extinguishing fires, vehicle extrication, providing medical first response, water rescue, and other necessary safety services to protect the inhabitants of Milton Township Fire District for a period not to expire, beginning January 1st, 2024 and for each year after an increase of 3% will be figured and automatically be billed by the City of Wellston.

In consideration for which the said Milton Township, Jackson County, Ohio, agrees to pay the City of Wellston – Division of Fire, for said services, in accordance with the following schedule:

- \$40,000.00, Due, and payable before March 1st, 2024

It is mutually understood and agree that in no instance shall the City of Wellston, Ohio be liable in damages to said Milton Township, or any of its inhabitants for failure to answer any fire or emergency call or lack of speed in answering such calls or for any inadequacy of equipment, negligent operation of apparatus, failure to extinguish fire, or any other cause whatsoever growing out of this agreement or use of the fire equipment and the personnel of said City of Wellston, Ohio; and that said fire equipment shall not be expected to answer calls where roads are impassible.

It is also understood that there is a right to re-negotiation of this contract should the City of Wellston annex any portion of Milton Township or the City of Wellston reduces fire services provided. It is further understood that there is a right to re-negotiation of this contract should there be a significant change in the population of Milton Township, significant change in the number of businesses residing in Milton Township or a levy be placed on the ballot for fire protection in Milton Township.

The duration of this contract, beginning January 1st, 2024, and shall not expire, or be cancelled by either party of said contract.

IN WITNESS WHEREOF, The said parties have caused their names to be subscribed hereto by their officers duly authorized in the premises, on this 7th day of December 2023, to be effective as of Jan 1, 2024.
Month Day Year

SIGNED IN THE PRESENCE OF:

CITY OF WELLSTON, OHIO



Director of Public Safety



Fire Chief



Witness



Witness



MILTON TOWNSHIP



Trustee



Trustee



Trustee

ATTEST:

MBE Pina

Clerk



FISCAL OFFICER'S CERTIFICATE

(R.C. Sec. 5705.41)

It is certified that \$40,000.00, with a 3% annual increase for the amount required to meet the contract, agreement, obligation, payment, or expenditure attached hereto, has been lawfully appropriated, authorized, or directed for such purpose, and is in the treasury or in the process of collection to the credit of the General Fund, free of any obligation or certification now outstanding.

Date

Clerk of Milton Township

Jackson County, Ohio