

SPONSOR Browning

**RESOLUTION NO. 2025-30**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH ORDER FULFILLMENT SOLUTIONS, LLC TO PROVIDE INVENTORY AND ASSET MANAGEMENT SERVICES FOR THE CITY.**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WELLSTON, STATE OF OHIO, as follows:

WHEREAS, the City requires inventory and asset management services that will identify and list the assets of the City and provide these services for a one-year period; and

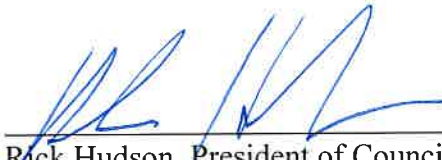
WHEREAS, Order Fulfillment Solutions, LLC has submitted its proposal and has been determined to be qualified to provide these services of a specialized nature required for the City to identify and manage its assets over a one-year period; and

**THEREFORE, BE IT RESOLVED BY THIS LEGISLATIVE AUTHORITY AS FOLLOWS:**

**Section 1:** The Service-Safety Director is authorized to enter into an agreement with Order Fulfillment Solutions, LLC for it to provide inventory and asset management services as outlined in the Service Agreement attached hereto for a base cost estimated to be \$22,852.16.

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

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 20<sup>th</sup> day of March, 2025.

  
Rick Hudson, President of Council

ATTEST:

  
Clerk of the Legislative Authority



Approved this 20<sup>th</sup> day of MARCH, 2025.



Anthony Brenner, Mayor

Published in accordance with the law on \_\_\_\_\_ and \_\_\_\_\_ and posted 3/25/25  
through 4/25/25 at The Store, Wellston City Hall, Wellston Senior Citizens' Center, the  
Wellston Public Library and the Wellston Post Office.

  
Clerk of Council



Prepared by: Joe Kirby, Attorney at Law



## **INVENTORY & ASSET MANAGEMENT SERVICE AGREEMENT**

This Inventory Management service agreement (the "**Agreement**") is effective March 3, 2025 ("**Effective Date**"). This agreement shall be effective for 12 calendar months (1 Year).

**Between:** **Order Fulfillment Solutions, LLC.** (the "**Company**"), a company organized and existing under the laws of Columbus, Ohio with headquarters located at:  
1665 Westbelt Drive  
Columbus, Ohio 43228 ("**OFS**").

**And:** **City Of Wellston** (the "**City Of Wellston**")  
Attn: Ryan Pelletier / Heather Mohler / Jessica Wyatt  
Email: [rpelletier@cityofwellston.org](mailto:rpelletier@cityofwellston.org) / [hmohler@cityofwellston.org](mailto:hmohler@cityofwellston.org) / [jwyatt@cityofwellston.org](mailto:jwyatt@cityofwellston.org)  
203 E. Broadway Street  
Wellston, Ohio 45692  
Main: 740-384-2428

also individually referred to as a "**Party**" and together as "**Parties**".

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**WHEREAS**, City of Wellston wishes for Order Fulfillment Solutions, LLC to inventory the Property for City of Wellston upon the terms and subject to the conditions hereafter set forth;

**NOW THEREFORE**, in consideration of the foregoing, of the mutual agreements and covenants herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree to as follows:

### **1. GENERAL**

#### **1.1 DEFINITIONS**

The terms defined herein shall have for all purposes of this Agreement, the following meanings unless the context expressly or by necessary implication otherwise requires.

"**Agreement**" is as ascribed in the preamble.

"**Company**" is as ascribed in the preamble.

"**CITY OF WELLSTON**" is as ascribed in the preamble.

"**Effective Date**" is as ascribed in the preamble.

"**OFS**" as defined in the preamble.

"**Party**" and "**Parties**" is as ascribed in the preamble.

**"Property"** means the items owned by City of Wellston therein inventory by OFS or on behalf of City of Wellston, which product is to be inventory by the Company as set forth herein.

**"Term"** is as ascribed in Section 4.1.

## 1.2 ENTIRE AGREEMENT

This Agreement, including the Schedule attached hereto, together with other documents to be delivered pursuant hereto, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understanding, negotiations, and discussions, whether oral or written, of the Parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein this Agreement. No supplement, amendment, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Parties of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

## 1.3 HEADINGS

The articles and section headings contained herein are included solely for convenience, are not intended to be full description of the content thereof and shall not be considered part of this Agreement.

## 1.4 APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, USA, without regard to its conflicts of laws principles. Each party hereto irrevocably submits to the exclusive jurisdiction and venue in the state and federal courts in Columbus, Ohio.

# 2. TREATMENT OF PRODUCT

## 2.1 TITLE

Title of the Property shall remain in and with City of Wellston at all times throughout the term of this Agreement, including any extensions and renewal periods thereof, and thereafter. The Company shall not remove, cover, or otherwise render invisible the identification of the Property of City of Wellston including, without limitation, the purchase order number, serial number, stock number, description, and any specification marked by City of Wellston on such Property or its packaging.

### 2.2.1. A. Overtime Hours

In consideration of any overtime hours pass 8 hours per shift, services performed by the Company relating to CITY OF WELLSTON's Property, see schedule A.

2.2.1 B. In consideration of outside SOW (Scope of Work) miscellaneous labor, City Of Wellston see schedule A.

**2.2.1.C Technology**

CITY OF WELLSTON shall utilize hosted portal obtain from Order Fulfillment Solutions, see schedule A.

**2.2.1.D Miscellaneous**

In consideration of items and/or other mutually agreed services provided by the Company relating to the CITY OF WELLSTON's Property, notwithstanding in this Agreement, the Company shall charge CITY OF WELLSTON, see schedule A. Furthermore, pricing is based upon mutually agreeable economic indicators, which can be subject to change with proper notice from Order Fulfillment Solutions to City of Wellston.

Upon sufficient notice, the Parties have agreed that one day is considered sufficient notice, CITY OF WELLSTON will have the right to spot check and/or perform periodic physical counts of inventory throughout the year as required by City of Wellston. This will include at least a year-end inventory audit count.

**2.3 TERMINATION BY THE COMPANY**

The Company may, in its sole discretion, terminate this Agreement, without prior notice or delay, upon the occurrence of any of the following events:

2.3.1 - CITY OF WELLSTON's breach of any of the terms or conditions of this Agreement, including, without limitation, the removal of all or any part of the Property by CITY OF WELLSTON other than as permitted by articles in this document, or CITY OF WELLSTON's failure to pay the agreed service fees for Property stored, order fulfillment services and/or value-added services from 30 calendar days within the number of days specified as required and agreed upon hereof.

2.3.2 – CITY OF WELLSTON becoming insolvent or being unable to pay its debts as they generally fall due.

2.3.3 – CITY OF WELLSTON making an assignment for the benefit of creditors or filing a petition in bankruptcy or making a proposal under the United States Bankruptcy laws.

2.3.4 – CITY OF WELLSTON being adjudicated insolvent or bankrupt or petitioning or applying to any tribunal for any receiver, trustee, liquidator, or sequestrator of or for CITY OF WELLSTON or any of its property.

2.3.5 – The Company becomes aware of any commencing proceeding relating to CITY OF WELLSTON or its Property under any United States laws or statute of any jurisdiction whether now or hereafter in effect, providing for the reorganization, arrangement or readjustment of debt, dissolution, winding up, adjustment, composition or liquidation or proceedings.

**2.4 TERMINATION BY CLIENT**

2.4.1 – CITY OF WELLSTON may, in its sole discretion, terminate this Agreement, upon CITY OF WELLSTON providing 15 days prior written notice to the Company.

2.4.2 – The Company becoming insolvent or being unable to pay its debts as they generally fall due.

2.4.3 – The Company being adjudicated insolvent or bankrupt or petitioning or applying to any tribunal for any receiver, trustee, liquidator, or sequestrator of or for the Company or any of its property.

2.3.4 – CITY OF WELLSTON becomes aware of any commencing proceeding relating to the Company or its property under any United States laws or statute of any jurisdiction whether now or hereafter in effect, providing for the reorganization, arrangement or readjustment of debt, dissolution, winding up, adjustment, composition or liquidation or proceedings.

#### 2.4 EFFECT OF TERMINATION

Upon termination of this Agreement for any reason whatsoever, the Company shall return all of CITY OF WELLSTON's Property currently in possession of the Company. The City of Wellston shall pay the Company amounts then outstanding and owed to the Company. Furthermore, the rates in this agreement are due to change based upon cost of living and/or inflation, with written notification from the Company to CITY OF WELLSTON if / when the changes shall occur.

#### 2.5 NO COMPENSATION FOR TERMINATION

The Company shall not, by reason of the termination of this Agreement, except for termination due to negligence on behalf of the Company or for termination for any other reason be liable to CITY OF WELLSTON for compensation, reimbursement or damages on account of loss or prospective profits on anticipated sales of Property or on account of expenditures, investments or commitments in connection with the storage of the Property or sale thereof by CITY OF WELLSTON to its clients.

### 3 MISCELLANEOUS

#### 3.4 SUCCESSORS AND ASSIGNS

This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, where such successors and assigns are approved in writing by the other Party.

#### 3.5 NOTICE

Any notice required or permitted to be to be given hereunder shall be given by registered mail, postage prepaid, by delivery to the Party for whom it is intended, addressed as follows:



to the Company:

Order Fulfillment Solutions, LLC.  
1665 Westbelt Drive  
Columbus, Ohio 43228  
Attn: Vince Thanthanavong  
Fax: 614-541-9511  
Email: [vince.than@ofs3pl.com](mailto:vince.than@ofs3pl.com)

City Of Wellston ("City of Wellston")  
a company organized and existing under the laws of USA with headquarters  
City Of Wellston  
Attn: Ryan Pelletier / Heather Mohler / Jessica Wyatt  
Email: [rpelletier@cityofwellston.org](mailto:rpelletier@cityofwellston.org) / [hmohler@cityofwellston.org](mailto:hmohler@cityofwellston.org) /  
[jwyatt@cityofwellston.org](mailto:jwyatt@cityofwellston.org)  
203 E. Broadway Street  
Wellston, Ohio 45692  
Main: 740-384-2428

### 3.6 EXECUTION IN COUNTERPARTS

The Parties hereby agree that this Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

### 3.7 TIME OF THE ESSENCE

3.7.1 – Time shall be of the essence of this Agreement and of each and every Party hereof.

3.7.2 – Order Fulfillment Services will be closed on the following Statutory Holidays:

- Independence Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Day
- Memorial Day
- Labor Day
- Good Friday

An annual schedule of the exact dates for each calendar year will be made available as some closures may not be on the exact Statutory day.

### 3.8 NO WAIVER

The failure of any Party to enforce at any time any of the provisions hereof shall not be a waiver of that Party's rights thereafter to enforce any such provision or to enforce any other provision of this Agreement.



### 3.9 SEVERABILITY

In the event that any clause, condition or term, or any part thereof, contained in this Agreement shall be unenforceable or prohibited by USA Laws or by any present or future state or federal legislation, then such clause, condition, term or part thereof, shall be amended and is hereby amended so as to be in compliance with said legislation of USA laws but, if such clause, condition or term, or any part thereof cannot be amended so as to bring it in compliance with any such legislation or USA laws, that such clause, condition, term or part thereof shall be severable from this Agreement, and all the other clauses, terms and conditions or parts thereof contained herein shall remain unimpaired.

### 3.10 RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be deemed in any way or for any purpose to cause to the Parties hereto partners in the conduct of any business or otherwise. The Company, shall remain at all times an independent contractor and shall have no authority to bind with CITY OF WELLSTON, with respect to the sale of CITY OF WELLSTON's Property or otherwise.

### 3.11 DISPUTE, CONTROVERSIES OR CLAIMS RESOLUTION

The Parties agree that any disputes, controversies or claims arising out of or relating to this Agreement and the performance of the services and obligations hereunder, or the breach thereof, will be first settled by the good faith efforts of Company and CITY OF WELLSTON to negotiate a written resolution of the matter directly between the Parties for a minimum of fifteen (15) days after notification thereof by either Party. In the event that any such disputes, controversies or claims cannot be resolved by the good faith efforts of the Company and CITY OF WELLSTON, the Parties waive their rights to litigate these disputes, controversies or claims in court and instead elect to have these disputes, controversies or claims resolved through arbitration in the State of Ohio, in the City of Columbus. The Parties agree that any disputes, controversies or claims are to be arbitrated through the American Arbitration Association and that the Parties agree to abide by the Commercial Arbitration Rules of the American Arbitration Association. These rules can be found at web address [www.adr.org/Rules](http://www.adr.org/Rules). The Arbitrator shall be mutually selected pursuant to the Commercial Arbitration Rules of American Arbitration Association. Any decision or award as a result of any such arbitration shall be issued in written correspondence and the decision or award of the Arbitrator will be binding on the Parties hereto. Each Party will pay their own costs and expenses, including legal expenses, and will share the cost of the Arbitrator equally.

### 3.12 SCHEDULE A – SCOPE OF WORK

#### Schedule A SCOPE OF WORK

##### Asset Management / Inventory Management:

OFS shall Induct/Capture/Manage inventory for client in 1-year agreement (12 Months). OFS 3PL shall only manage inventory which items value is at \$1000 USD or greater, defined by The City of Wellston, all other items with lesser value shall not be included in asset management.

Cataloging/Capturing Inventory Onsite at City of Wellston, Ohio.

Phase 1

88 miles from OFS 3PL HQ to client site located at Wellston, Ohio.

Total mileage from OFS HQ to Wellston and returning to OFS 3PL HQ at 176 miles per day

National average is \$0.67 per mile = \$117.92 per day, Estimated for 10 business days = \$1,179.20



## OFS

Estimated 10 business days  
2 teammates (Inventory Specialist) @ 8 hours per day = 16-man hours per day at \$40.00 per man hour = \$640 per day  
Estimated \$640.00 per day x 10 days = \$6,400.00. Overtime shall be calculated time/half @ \$60.00 per man hour, after 8 hours per day.  
Admin - data entry to WMS/IMS (Warehouse Management System/Inventory Management System) = 1 teammate (Inventory Specialist) 2.5 business days @ \$40.00 per hour @ 20-man hours = \$800.00  
Estimated Total cost Phase 1: \$8,379.20

Phase 2  
88 miles from OFS 3PL HQ to client site located at Wellston, Ohio  
Total mileage from OFS HQ to Wellston and returning to OFS 3PL HQ at 176 miles per day  
National average is \$0.67 per mile = \$117.92 per day, Estimated for 5 business days = \$589.60  
City Of Wellston shall define SKUs and Serial Number format, once data has been collected, OFS shall create the tags to be adhere to items at client site.  
Estimated 5 business days  
2 teammates (Inventory Specialist) @ 8 hours per day = 16-man hours per day at \$40.00 per man hour = \$640 per day  
Estimated \$640.00 per day x 5 days = \$3,200. Overtime shall be calculated time/half @ \$60.00 per man hour, after 8 hours per day.  
Unit Cost per 3"Lx2"W chrome acrylic adhesive label @ \$1.93 per unit, estimated 2000 units = \$3860.00  
Estimated Total cost for phase 2: \$7,649.60

Phase 3  
Quarterly Inventory Management Support - Reconciliation  
Q1  
88 miles from OFS 3PL HQ to client site located at Wellston, Ohio.  
Total mileage from OFS HQ to Wellston and returning to OFS 3PL HQ at 176 miles per day  
National average is \$0.67 per mile = \$117.92 per day, Estimated for 1 business days = \$117.92  
1 (one) teammate (Inventory Specialist) at client site to reconcile inventory estimated 4 hours on site at \$40.00 per hour = \$160.00  
Estimated total for Q1 Reconciliation = \$277.92

Q2  
88 miles from OFS 3PL HQ to client site located at Wellston, Ohio.  
Total mileage from OFS HQ to Wellston and returning to OFS 3PL HQ at 176 miles per day  
National average is \$0.67 per mile = \$117.92 per day, Estimated for 1 business days = \$117.92  
1 (one) teammate (Inventory Specialist) at client site to reconcile inventory estimated 4 hours on site at \$40.00 per hour = \$160.00  
Estimated total for Q2 Reconciliation = \$277.92

Q3  
88 miles from OFS 3PL HQ to client site located at Wellston, Ohio.  
Total mileage from OFS HQ to Wellston and returning to OFS 3PL HQ at 176 miles per day  
National average is \$0.67 per mile = \$117.92 per day, Estimated for 1 business days = \$117.92  
1 (one) teammate (Inventory Specialist) at client site to reconcile inventory estimated 4 hours on site at \$40.00 per hour = \$160.00  
Estimated total for Q3 Reconciliation = \$277.92

Q4 - END OF YEAR Physical Inventory Count  
88 miles from OFS 3PL HQ to client site located at Wellston, Ohio.  
Total mileage from OFS HQ to Wellston and returning to OFS 3PL HQ at 176 miles per day

**OFS**

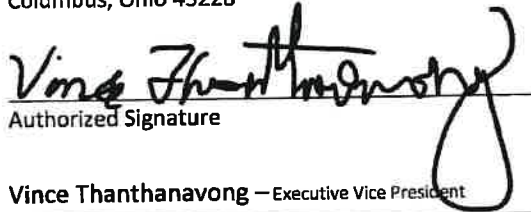
National average is \$0.67 per mile = \$117.92 per day, Estimated for 5 business days = \$589.60  
2 teammates (Inventory Specialist) @ 8 hours per day = 16-man hours per day at \$40.00 per man hour = \$640 per day  
Estimated \$640.00 per day x 5 days = \$3,200. Overtime shall be calculated time/half @ \$60.00 per man hour, after 8 hours per day.  
Admin - Inventory Reconciliation = 1.25 Days, 1 Teammate at 10-man hours \$40 per hour = \$400.00  
Estimated Total for Phase 3: \$5,023.36

WMS Subscription = \$300 per monthly/\$3600 annually

Estimated Total Projected Cost: \$22,852.16

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed at Order Fulfillment Solutions, LLC. Columbus, Ohio, on the date first indicated above.

For the **COMPANY**:  
Order Fulfillment Solutions, LLC.  
1665 Westbelt Drive  
Columbus, Ohio 43228

  
Authorized Signature

Vince Thanthanavong — Executive Vice President

Print Name and Title

02/19/2025

Date

For **City of Wellston**  
City Of Wellston  
203 E. Broadway Street  
Wellston, Ohio 45692  
Main: 740-384-2428

  
Authorized Signature

Anthony Brenner, Mayor

Print Name and Title

03/24/2025

Date