

A G E N D A
ATHENS CITY COUNCIL
TUESDAY, JANUARY 21, 2020
e-mail: dwalker@ci.athens.oh.us
7:00 P.M.

- 1. Establish Quorum**
- 2. Disposition of Minutes:**
 - Regular Session held January 6, 2020
- 3. Communications**
- 4. Reports and Communications from Other Elected Officials**
- 5. Ordinances for First Reading:**

0-01-20

AN ORDINANCE AUTHORIZING PARTICIPATION IN SOURCEWELL, A COOPERATIVE PURCHASING PROGRAM. Introduced by Council Member Crawl

0-02-20

AN ORDINANCE AUTHORIZING UNNEEDED OR OBSOLETE MUNICIPAL PERSONAL PROPERTY TO BE SOLD BY INTERNET AUCTION. Introduced by Council Member Crawl

0-03-20

AN ORDINANCE AUTHORIZING THE AUDITOR TO BORROW UP TO (\$500,000.00) TOWARD THE PURCHASE OF A NEW FIRE TRUCK; AND DECLARING AN EMERGENCY. Introduced by Council Member Crawl

0-04-20

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$500,000 OF NOTES BY THE CITY OF ATHENS, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING PART OF THE COSTS OF ACQUIRING A NEW FIRE TRUCK AND RELATED EQUIPMENT; AND DECLARING AN EMERGENCY. Introduced by Council Member Crawl

0-05-20

AN ORDINANCE AMENDING ORDINANCE 118-19; AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO CONTRACT WITH FINLEY FIRE EQUIPMENT CO., INC., TO PURCHASE A FIRE PUMPER TRUCK. Introduced by Council Member Crawl

0-06-20

AN ORDINANCE AMENDING THE 2020 APPROPRIATION ORDINANCE. Introduced by Council Member Crawl

0-07-20

AN ORDINANCE AUTHORIZING THE PAYMENT OF A PRIOR YEAR EXPENSE; AND DECLARING AN EMERGENCY. Introduced by Council Member Crawl

0-08-20

AN ORDINANCE AMENDING ORDINANCE 131-19, 2020 STAFFING LEVELS.
Introduced by Council Member Crowl

0-09-20

AN ORDINANCE AMENDING ORDINANCE 52-19; GRANTING AN ENHANCED ACCESS EASEMENT TO ALLOW UTILITIES TO PROPERTY CONTIGUOUS TO HOPE DRIVE. Introduced by Council Member Fahl

0-10-20

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY PERMIT TO OHIO UNIVERSITY, OWNER, 338 WEST STATE STREET, TO ALLOW A GROUND MOUNTED SIGN. Introduced by Council Member Fahl

0-11-20

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY PERMIT TO OHIO UNIVERSITY TO ALLOW A HISTORICAL MARKER ON MULBERRY STREET NEAR BAKER CENTER AND JUNCTION WITH SOUTH COURT STREET.
Introduced by Council Member Fahl

0-12-20

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY PERMIT TO HARRY LEVINE, OWNER, 40 HOOPER STREET, FOR LAWN PURPOSES, TO MEET LOT SIZE REQUIREMENTS FOR AN EXISTING HISTORIC STRUCTURE.
Introduced by Council Member Fahl

0-13-20

AN ORDINANCE AUTHORIZING THE PURCHASE OF SOFTENING SALT FOR THE WATER TREATMENT PLANT. Introduced by Council Member Grace

0-14-20

AN ORDINANCE AUTHORIZING DISPOSAL OF CERTAIN VEHICLES NO LONGER NEEDED FOR A MUNICIPAL PURPOSE. Introduced by Council Member Grace

0-15-20

AN ORDINANCE AUTHORIZING THE PURCHASE OF A DUMP TRUCK CHASSIS FOR THE ENGINEERING & PUBLIC WORKS DEPARTMENT.
Introduced by Council Member Grace

0-16-20

AN ORDINANCE AUTHORIZING THE PURCHASE OF A VACUUM TRUCK FOR THE ENGINEERING & PUBLIC WORKS DEPARTMENT.
Introduced by Council Member Grace

0-17-20

AN ORDINANCE AUTHORIZING THE PURCHASE OF WATER VALVE EXERCISING EQUIPMENT. Introduced by Council Member Grace

0-18-20

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE SAFE ROUTES TO SCHOOLS, GRANT STREET PROJECT (#331).
Introduced by Council Member Kotses

0-19-20

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO CONTRACT FOR CONSTRUCTION OF THE SAFE ROUTES TO SCHOOLS, GRANT STREET PROJECT (#331). Introduced by Council Member Kotses

0-20-20

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN LPA/STATE PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR A BRIDGE PAINTING PROJECT WITHIN THE CORPORATION BOUNDARY ON STATE ROUTE 50 (PID 79207); AND DECLARING AN EMERGENCY. Introduced by Council Member Kotses

6. One-Reading Resolution:

R-01-20

A RESOLUTION SUPPORTING THE BIPARTISAN OHIO FAIRNESS ACT.
Introduced by All Members of Council

7. Announcements & Other Business:

- Motion to Accept the December, 2019, Credit Card Transactions
- Zoning Appeal Board – Confirm Mayor’s Reappointment
- Disabilities Commission – Confirm Mayor’s Reappointment
- Athens Municipal Arts Commission – Confirm Mayor’s Reappointments
- Housing Appeals Board – Reappointment

8. Opportunity for Citizens to Speak on Legislative Items and City Services Not Covered on the Agenda

9. Adjournment

Chris Knisely
President of Council

The City of Athens supports the Americans with Disabilities Act.
Requests for reasonable accommodation may be made with the ADA Coordinator in the City Building or by calling 592-3367.

0-01-20

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

**AN ORDINANCE AUTHORIZING PARTICIPATION IN SOURCEWELL, A
COOPERATIVE PURCHASING PROGRAM.**

WHEREAS, Ohio Revised Code Section 9.48 provides the opportunity for political subdivisions to participate in a joint purchasing program operated by or through a national or state association for the acquisition of equipment, materials, supplies or services; and

WHEREAS, through participation in said association the City of Athens is exempt from any competitive selection procedures, otherwise required by law, if the contract in which it is participating was awarded pursuant to a publicly solicited request for a proposal or a competitive selection procedure of another political subdivision within the State of Ohio or in another state;

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

SECTION I: The Service-Safety Director is hereby authorized to register with Sourcewell, a cooperative purchasing Program for the purpose of participating in a joint purchasing program in which the City of Athens is eligible for membership, for the acquisition of equipment, materials, supplies or services.

SECTION II: This Ordinance shall be in effect and full force upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-02-20

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING UNNEEDED OR OBSOLETE MUNICIPAL
PERSONAL PROPERTY TO BE SOLD BY INTERNET AUCTION.

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

SECTION I: Athens City Council, in accordance with Ohio Revised Code Section 721.15(D), hereby authorizes the Service-Safety Director, or his representative, to contract with a representative to conduct Internet Auctions for the selling of unneeded or obsolete municipal property, and shall require the bidder to pay all fees, taxes, and charges. Auction items will be advertised for no less than ten (10) days, including Saturdays, Sundays, and legal holidays.

SECTION II: and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-03-20

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE AUDITOR TO BORROW UP TO (\$500,000.00) TOWARD THE PURCHASE OF A NEW FIRE TRUCK; AND DECLARING AN EMERGENCY.

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

SECTION I: The Auditor is hereby authorized to borrow up to Five Hundred Thousand Dollars (\$500,000.00) on a one year note at the most favorable interest rate toward the purchase of a new fire truck.

SECTION II: The 2020 Appropriation Ordinance 130-19, is hereby amended by appropriating from the unappropriated balance, the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) to Capital Improvements Fund, 580, T.C. 500, and Five Hundred Thousand Dollars (\$500,000.00) to General Fund, Fire, 101.208, T.C. 500, and increasing the total appropriations by said amount.

SECTION III: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, to provide for the orderly financing and considerable savings offered on a 30-day quote, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

ORDINANCE NO. 0-04-20

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$500,000 OF NOTES BY THE CITY OF ATHENS, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING PART OF THE COSTS OF ACQUIRING A NEW FIRE TRUCK AND RELATED EQUIPMENT, AND DECLARING AN EMERGENCY.

WHEREAS, this council has heretofore by proper legislation declared the necessity of acquiring a new fire truck and related equipment (the "Project");

WHEREAS, the fiscal officer of this municipality has heretofore estimated that the life of the improvements constituting the Project is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is ten (10) years, and of the notes to be issued in anticipation thereof is fifteen (15) years;

WHEREAS, this municipality expects that principal and interest on such bonds and notes will be paid from the general revenues of this municipality, and particularly, contributions toward the Project to be received from Ohio University, and in the case of such notes, proceeds of such bonds or renewal notes (collectively, the "Revenues"); and

WHEREAS, The Hocking Valley Bank, Athens, Ohio (the "Bank") has agreed to purchase an issue of such notes upon the terms set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Athens (hereinafter called the "Municipality"), County of Athens, Ohio:

SECTION 1. That it is necessary to issue bonds of the Municipality in a principal amount of \$500,000 for the purpose of paying part of the costs of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code. Said bonds shall be dated approximately February 1, 2021, shall bear interest at the rate of approximately six per cent (6%) per annum and shall mature in substantially equal annual or semiannual installments for a period not exceeding ten (10) years after their issuance.

SECTION 2. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$500,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That the Notes shall be dated their date of issuance, shall be issued in the principal amount of \$500,000, shall bear interest at the rate of one and forty-nine hundredths percent (1.49%) per annum, payable at maturity, shall mature not more than one year from such date of issuance, and shall be of such number and denomination as may be requested by the Bank.

SECTION 4. That the Notes shall be executed by the Mayor and the City Auditor, provided that one of such signatures may be a facsimile signature. The Notes shall be designated "Fire Equipment Acquisition Bond Anticipation Notes, Second Series" and shall be payable at the office of the Treasurer of the Municipality or a bank or trust company which is a legal depository or a correspondent of a legal depository of the Municipality (the "Paying Agent"), as determined by

the City Auditor, without deduction for exchange, collection or service charges, and shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of this ordinance.

SECTION 5. That the Notes shall be sold to the Bank for not less than their par value and accrued interest in accordance with its offer to purchase which is hereby accepted. The proceeds from such sale, except any premium or accrued interest thereon, shall be paid into the proper fund and used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated to the extent not previously appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of the Municipality, and the full faith, credit and revenue of the Municipality are hereby pledged for the prompt payment of the same. The principal amount received from the sale of renewal notes or the bonds anticipated by the Notes, and any excess fund resulting from the issue of the Notes, shall to the extent necessary be used only for the retirement of the Notes at maturity, together with interest thereon and are hereby pledged for such purpose.

SECTION 7. That during the period while the Notes run there shall be levied upon all of the taxable property in the Municipality within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected; provided, however, that in each year to the extent that the Revenues or moneys from other sources are available for the payment of the Notes or such bonds and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the Municipality shall be reduced by the amount of the Revenues or other moneys so available and appropriated. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The Revenues to be applied to debt service on the Notes and the funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be and hereby are irrevocably pledged for the payment of the interest on and principal of the Notes and the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 8. That this council hereby covenants that it will restrict the use of the proceeds for the Notes hereby authorized in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The City Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the Municipality on the date of delivery of

the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and regulations thereunder.

SECTION 9. That the Notes are hereby designated as of qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and to the extent not already deemed so designated under such section. This council finds and determines that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Municipality during this calendar year does not and this council hereby covenants that, during such year, the amount of tax-exempt obligations issued by the Municipality and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The City Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the Municipality with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the Municipality during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the Municipality to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the Municipality which the Mayor and the City Auditor are hereby separately authorized to execute and deliver on behalf of the Municipality, with such changes thereto not substantially adverse to the Municipality as may be approved by the officer(s) executing the same. The approval of such changes by such officer(s), and that the same are not substantially adverse to the Municipality, shall be conclusively evidenced by the execution of such agreement by such officer(s). Such law firm shall be compensated by the Municipality and/or the purchaser of the Notes for the above services in accordance with such written agreement.

SECTION 11. That the City Auditor is hereby directed to forward a certified copy of this ordinance to the County Auditor.

SECTION 12. That it is found and determined that all formal actions of this council concerning and relating to the passage of this ordinance were passed in an open meeting of this council, and that all deliberations of this council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 13. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that the immediate issuance and sale of the Notes is necessary to provide for the orderly financing of, the Project and so that the citizens of the Municipality may receive the public safety benefits of the Project at the earliest possible time, therefore, this ordinance shall take effect

immediately upon its passage and approval by the Mayor.

PASSED _____, 2020.

President of Council

Attest: _____
Clerk of Council

SUBMITTED to the Mayor this _____ day of _____, 2020.

Clerk of Council

APPROVED by the Mayor this _____ day of _____, 2020.

Mayor

0-05-20

Introduced by Sam Crawl, Chair
Finance & Personnel Services Committee

AN ORDINANCE AMENDING ORDINANCE 118-19; AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO CONTRACT WITH FINLEY FIRE EQUIPMENT CO., INC., TO PURCHASE A FIRE PUMPER TRUCK.

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

SECTION I: Section II of Ordinance 118-19 is hereby amended to read as follows:

Section II: The Service-Safety Director is hereby authorized to expend up to Seven Hundred Fifty Thousand Dollars (\$750,000.00) **AS FOLLOWS**:

\$250,000.00 from Capital Improvements Fund, 580, T.C. 500, **AND**

\$500,0000 FROM GENERAL FUND, FIRE, 101.208, T.C. 500, for said purchase.

SECTION III: This Ordinance shall be in effect and full force upon passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-06-20

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2020 APPROPRIATION ORDINANCE.

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

SECTION I: The 2020 Appropriation Ordinance 130-19, is hereby amended by appropriating from the unappropriated balance the following sums:

Thirty-Six Thousand Two Hundred Eight Dollars (\$36,208.00) to General Fund, Fire, 101.208, T.C. 500, for a grant that has been awarded for extrication tools;

Seven Thousand Two Hundred Dollars (\$7,200.00) to Recreation Fund, 270, T.C. 500, for equipment at the West State Street Park ballfields; and

Three Million Six Hundred Thousand Dollars (\$3,600,000.00) to Medical Insurance Fund, 866, T.C. 300, to pay 2020 medical bills, and increasing the total appropriations by said amounts.

SECTION II: This Ordinance shall be in effect and full force upon passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-07-20

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE PAYMENT OF A PRIOR YEAR EXPENSE;
AND DECLARING AN EMERGENCY.

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

SECTION I: The Auditor is hereby authorized to expend up to Seven
Thousand Two Hundred Dollars (\$7,2000.00) from Recreation Fund, 270, T.C. 500,
to pay a prior year expense to BSN Sports.

SECTION II: This Ordinance shall be an emergency measure necessary for
the preservation of the health, safety and welfare of the residents of the City of
Athens in order to maintain fiscal integrity, and shall be in full force and effect upon its
passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-08-20

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 131-19, 2020 STAFFING LEVELS.

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

SECTION I: Ordinance 131-19, Staffing Levels, are hereby amended to change the Cemetery position title from Recreation Labor Supervisor to Parks Maintenance Division Manager, a copy of which is attached hereto and incorporated herein by reference.

SECTION II: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

2020 FUND	DEPARTMENT	POSITION	F.T.E.
101.101 General	Mayor	Executive Asst.	1
101.101 General	Mayor	Administrative Coordinator	1
101.101 General	Mayor	Grants Administrator	1
101.101 General	Mayor	Human Resources Director	1
101.101 General	Mayor	Deputy Service-Safety Dir.	0.7
101.101 General	Mayor	Service-Safety Director	1
101.101 General	Mayor	City Planner	1
101.102 General	Auditor	Account Administrator I	3
101.102 General	Auditor	Deputy Auditor	1
101.102 General	Auditor	Tax Administrator	1
101.102 General	Auditor	Administrative Assistant	1
101.104 General	Law Director	Legal Sec'y I	1
101.104 General	Law Director	Legal Sec'y II	1
101.104 General	Law Director	Prosecutor	2
101.104 General	Law Director	Chief City Prosecutor	1
101.105 General	Council	Government Channel Director	1
101.105 General	Council	Clerk of Council	1
101.105 General	Council	TGC Technician	1
101.106 General	Muni. Court	Clerk of Court	0.6
101.112 General	Lands & Bldgs.	Custodian	3
101.112 General	Lands & Bldgs.	Building Projects Supervisor	1
101.112 General	Lands & Bldgs.	Building Projects Technician	1
101.112 General	Lands & Bldgs.	Electrician Trainee	0.5
101.112 General	Lands & Bldgs.	Electrician	0.5
101.112 General	Lands & Bldgs.	Head Landscaper	1
101.112 General	Lands & Bldgs.	Groundskeeper	0.365
101.115 General	Cemetery	Cemetery Maintenance	0.73
101.115 General	Cemetery	Cemetery Maintenance	0.73
101.115 General	Cemetery	Cemetery Maintenance	0.365
101.115 General	Cemetery	Rec. Labor Superv. PARKS MAINT. DIV. MGR.	0.1
101.207 General	Police	Data Entry Operator	1
101.207 General	Police	Communication Officer	4
101.207 General	Police	Lieutenant	5

0-09-20

Introduced by Chris Fahl, Chair
Planning & Development Committee

AN ORDINANCE AMENDING ORDINANCE 52-19; GRANTING AN ENHANCED ACCESS EASEMENT TO ALLOW UTILITIES TO PROPERTY CONTIGUOUS TO HOPE DRIVE.

WHEREAS, ~~Hocking Athens Perry Community Action (HAPCAP) would like to purchase and develop privately owned land (6.738 acres) contiguous to Hope Drive to provide a facility that would serve as a Head Start Early Childhood Education Center~~ **THERE IS A PRIVATELY OWNED TRACT OF LAND (6.738 ACRES) AT THE END OF HOPE DRIVE;** and

WHEREAS, this privately owned tract of land is surrounded by land purchased by the City of Athens with Ohio Public Works Commission grant funds, known as the Strouds Ridge Preserve Project Phase II, CRAAH, Parcel ID E04-02801001-04 (map attached, Exhibit A), a property protected by the OPWC Clean Ohio Deed Restrictions; and

WHEREAS, access to Parcel ID E04-02801001-00 (6.738 acres) has been granted through a private easement across City property, and an enhanced easement is required to include utilities **IN ORDER FOR THE PROPERTY TO BE USABLE;** and

WHEREAS, the Ohio Public Works Commission has reviewed **AND APPROVED** the City's request for said utility easement and agrees to the enhanced easement as requested by HAPCAP **(AS PER DECEMBER 30, 2019, EMAIL** letter attached, Exhibit B);

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

SECTION I: Section I of Ordinance 52-19 is hereby amended to read as follows:

Section I: ~~Upon transfer of this land to HAPCAP,~~ Athens City Council, pursuant to the approval of the Ohio Public Works Commission, as attached, will grant an enhanced access easement to ~~Hocking Athens Perry Community Action (HAPCAP),~~ allow utilities to privately owned land, Parcel ID E04-02801001-00, for a ~~Head Start Early Childhood Education Center~~ **FUTURE USES COMPLIANT WITH ATHENS CITY CODE, TITLE 23, CHAPTER 23.02, ZONES AND ZONING MAP, SECTION 23.02.01, DESIGNATION OF ZONES,** contiguous to Hope Drive, a copy of which is attached hereto and incorporated herein by reference (easement area, attached, Exhibit C.)

SECTION II: That this Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

EXHIBIT "A"

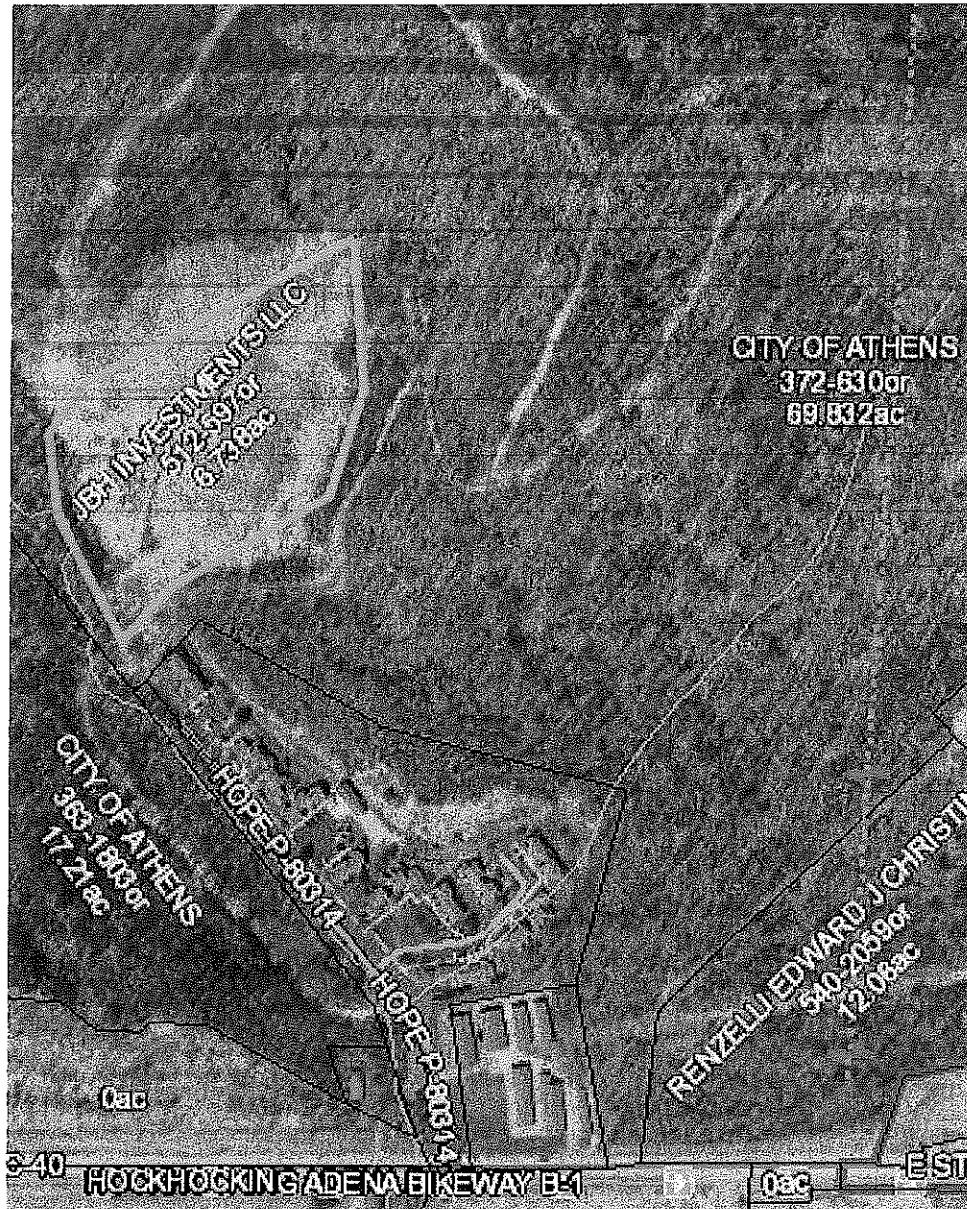


EXHIBIT "B"

Andy Stone

From: Linda.Bailiff@pwc.ohio.gov
Sent: Monday, December 30, 2019 7:21 AM
To: Andy Stone
Cc: donna.kirkbride@pwc.ohio.gov
Subject: RE: Enhanced Easement for Head Start Early Education Center in Athens, Ohio

Good morning,

Thank you for the update. I'm sorry to hear about the Headstart Facility but, yes, approval for the utility easement remains in order to make the property viable. As before, please provide us with a copy of the recorded utility easement once it becomes available.



Linda S. Bailiff, Director
Ohio Public Works Commission
65 East State Street, Suite 312
Columbus, OH 43215
P: 614.644.1823 | C: 614.230.9274
Linda.Bailiff@pwc.ohio.gov
Website: pwc.ohio.gov

From: Andy Stone <astone@ci.athens.oh.us>
Sent: Thursday, December 26, 2019 11:19 AM
To: Bailiff, Linda <Linda.Bailiff@pwc.ohio.gov>
Cc: Kirkbride, Donna <donna.kirkbride@pwc.ohio.gov>
Subject: RE: Enhanced Easement for Head Start Early Education Center in Athens, Ohio

Director Bailiff,

As you may recall, the City of Athens was pursuing a modification to the public access easement across a parcel of city land that was purchased with Clean Ohio funds. Another parcel is surrounded completely by the city land, and the only reason it is not landlocked is because of the existing access easement. We stopped work on this endeavor after the communication from Kelly Hatas at HAPCAP (below) indicated that HAPCAP was no longer pursuing the Headstart facility in this area.

Through our research into this situation, it became clear that the surrounded parcel is functionally useless without utility access above and beyond the ingress/egress easement that already exists. The city would like to continue to pursue the enhanced public easement as noted in your February 19th letter to allow for utilities for some future use. However, before proceeding I wanted to confirm that would be allowed even though the Headstart facility is not moving forward.

Thank you for your consideration in this matter.

Sincerely,

Andrew B. Stone, P.E.
City Service-Safety Director

8 E. Washington St., Athens, OH 45701
740-592-3340

From: Kelly Hatas [mailto:kelly.hatas@hapcap.org]
Sent: Friday, November 1, 2019 11:24 AM
To: donna.kirkbride@pwc.ohio.gov; Steve Patterson <spatterson@ci.athens.oh.us>
Cc: Andy Stone <astone@ci.athens.oh.us>; Ron Lucas <rlucas@ci.athens.oh.us>; Debbie Walker <dwalker@ci.athens.oh.us>
Subject: RE: Enhanced Easement for Head Start Early Education Center in Athens, Ohio

Good morning Donna,

Apologies for the lack of communication on this. We (HAPCAP) didn't want to incur the cost of a site evaluation if we were uncertain about our ability to access the land. Upon your approval, we procured a site evaluation and the results were such that we chose to not proceed with the project. Because of this, the enhanced easement was no longer needed. Please feel free to let me know if you have additional questions. I sincerely appreciate your work in getting this approved.

Have a great weekend,
Kelly

Kelly Hatas, MPA
EXECUTIVE DIRECTOR
HOCKING ATHENS PERRY COMMUNITY ACTION
(740) 767-4500 ext. 2116
kelly.hatas@hapcap.org

From: donna.kirkbride@pwc.ohio.gov <donna.kirkbride@pwc.ohio.gov>
Sent: Friday, November 1, 2019 7:31 AM
To: Steve Patterson <spatterson@ci.athens.oh.us>
Cc: Andy Stone <astone@ci.athens.oh.us>; Ron Lucas <rlucas@ci.athens.oh.us>; Kelly Hatas <kelly.hatas@hapcap.org>; Debbie Walker <dwalker@ci.athens.oh.us>
Subject: RE: Enhanced Easement for Head Start Early Education Center in Athens, Ohio

Good Morning Mayor,

Just a reminder that we have not received a copy of the recorded easement. Please forward. It can be sent via email.

Thanks,

Donna

From: Steve Patterson <spatterson@ci.athens.oh.us>
Sent: Tuesday, February 19, 2019 3:48 PM
To: Bailiff, Linda <Linda.Bailiff@pwc.ohio.gov>
Cc: Andy Stone <astone@ci.athens.oh.us>; Ron Lucas <rlucas@ci.athens.oh.us>; Kelly Hatas <kelly.hatas@hapcap.org>; Kirkbride, Donna <donna.kirkbride@pwc.ohio.gov>; Debbie Walker <dwalker@ci.athens.oh.us>
Subject: RE: Enhanced Easement for Head Start Early Education Center in Athens, Ohio

Good Afternoon Director Linda Bailiff,

This is outstanding news! I will get the process rolling with Athens City Council for the Enhanced Easement. Thank you.

Sincerely,

Mayor Steve Patterson

From: Linda.Bailiff@pwc.ohio.gov [<mailto:Linda.Bailiff@pwc.ohio.gov>]

Sent: Tuesday, February 19, 2019 8:11 AM

To: Steve Patterson <spatterson@ci.athens.oh.us>

Cc: Andy Stone <astone@ci.athens.oh.us>; Ron Lucas <rlucas@ci.athens.oh.us>; Kelly Hatas <kelly.hatas@hapcap.org>;
donna.kirkbride@pwc.ohio.gov

Subject: RE: Enhanced Easement for Head Start Early Education Center in Athens, Ohio

Good morning Mayor Patterson,

Our office was closed yesterday but the requested letter is attached. Please let us know if you require the original.



Linda S. Bailiff, Director
Ohio Public Works Commission
65 East State Street, Suite 312
Columbus, OH 43215
P: 614.644.1823 | C: 614.230.9274
Linda.Bailiff@pwc.ohio.gov
www.pwc.state.oh.us

From: Steve Patterson <spatterson@ci.athens.oh.us>

Sent: Monday, February 18, 2019 3:35 PM

To: Bailiff, Linda <Linda.Bailiff@pwc.ohio.gov>

Cc: Andy Stone <astone@ci.athens.oh.us>; Ron Lucas <rlucas@ci.athens.oh.us>; Kelly Hatas <kelly.hatas@hapcap.org>;
Kirkbride, Donna <donna.kirkbride@pwc.ohio.gov>

Subject: RE: Enhanced Easement for Head Start Early Education Center in Athens, Ohio

Dear Director Bailiff,

Do you have any updates on the Enhanced Easement for the City of Athens property?

Thanks,

Mayor Patterson

From: Linda.Bailiff@pwc.ohio.gov [<mailto:Linda.Bailiff@pwc.ohio.gov>]

Sent: Tuesday, February 12, 2019 7:27 AM

To: Steve Patterson <spatterson@ci.athens.oh.us>

Cc: Andy Stone <astone@ci.athens.oh.us>; Ron Lucas <rlucas@ci.athens.oh.us>; Kelly Hatas <kelly.hatas@hapcap.org>;
donna.kirkbride@pwc.ohio.gov

Subject: RE: Enhanced Easement for Head Start Early Education Center in Athens, Ohio

Good morning Mayor Patterson,

We are trying to determine which project this property applies to. The following are the project IDs for the City of Athens:

CRGAH – 11 Acres
CRBAG – 105 Acres
CRAAH – 88 Acres
CRAAA – 66 Acres

Do you know which one applies?



Linda S. Bailiff, Director
Ohio Public Works Commission
65 East State Street, Suite 312
Columbus, OH 43215
P: 614.644.1823 | C: 614.230.9274
Linda.Bailiff@pwc.ohio.gov
www.pwc.state.oh.us

From: Steve Patterson <spatterson@ci.athens.oh.us>

Sent: Friday, February 08, 2019 11:13 AM

To: Bailiff, Linda <Linda.Bailiff@pwc.ohio.gov>

Cc: Andy Stone <astone@ci.athens.oh.us>; Ron Lucas <rlucas@ci.athens.oh.us>; Kelly Hatas <kelly.hatas@hapcap.org>

Subject: Enhanced Easement for Head Start Early Education Center in Athens, Ohio

Dear Director Linda Bailiff,

Thank you for speaking with me this morning about the potential Head Start site here in Athens. Attached is my OPWC request for an Enhanced Easement for the project site. If you have any questions please feel free to contact me.

Thank you,

Mayor Steve Patterson

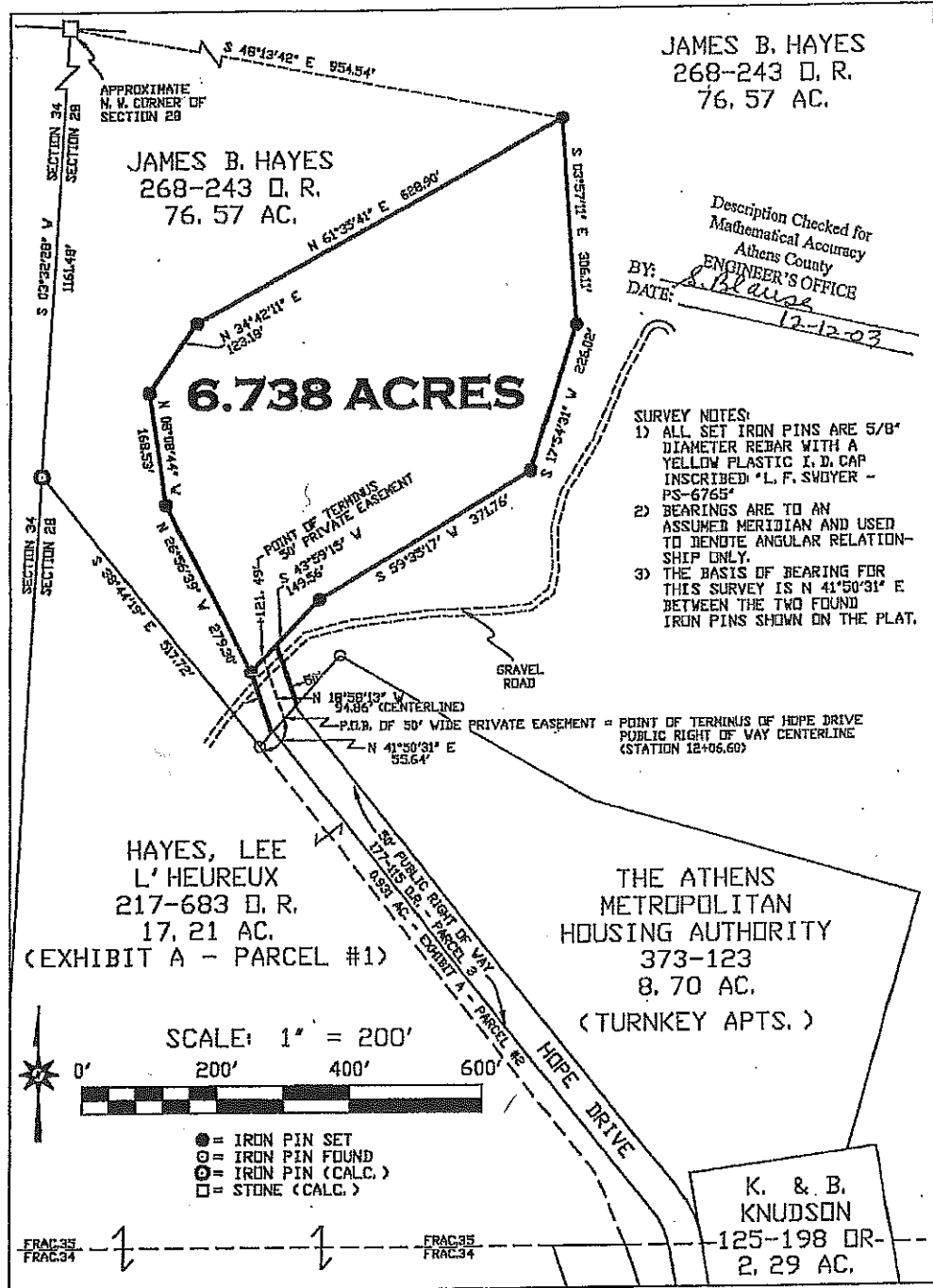
EXHIBIT "C"



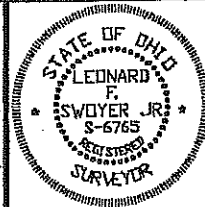
SOUTHEASTERN LAND SURVEYS

LEONARD F. SWOYER
REGISTERED PROFESSIONAL LAND SURVEYOR

3428 PLEASANT HILL ROAD
ATHENS, OHIO 45701
740/893-9701



Plat of 6.738 ACRES & A 50' WIDE EASEMENT Scale: 1" = 200'
Surveyed for: THE CITY OF ATHENS Date: 11/21/03
Subdivision: FRACTION 28
Township: CANAAN Section: 28 Town: 5 Range: 13
Corporation: ATHENS CITY County: ATHENS Ohio
Job No. 08068403
Leonard F. Swoyer Jr. Reg. P.L.S. No. 6765



0-10-20

Introduced by Chris Fahl, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY PERMIT TO OHIO UNIVERSITY, OWNER, 338 WEST STATE STREET, TO ALLOW A GROUND MOUNTED SIGN.

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

SECTION I: Having satisfactorily met the regulations established pursuant to Title 49, Management, Administration, and Control of the Use of the City's Public Rights-of-Way, Ohio University, owner, 338 West State Street, is hereby granted a special right-of-way permit to allow a sign on the City's right-of-way as indicated on the application attached hereto and incorporated herein by reference.

SECTION II: Said permit holder, Ohio University, owner, 338 West State Street, shall agree to indemnify, and save the City of Athens harmless from all claims, demands, costs, expenses, real estate taxes, if any, and compensation which might arise from the encroachment of permittee upon property of the City of Athens that is the subject of this ordinance. Permittee, Ohio University, owner, also shall agree that the City of Athens is maintaining the rights to install, repair and/or replace its utility lines that it determines are located within the permit area and that the City of Athens, its agents or assigns shall not be responsible for any damages that might occur to permittee's property as a result of the installation, repair, and/or replacement of its utility lines that are within the permit area.

SECTION III: Said permit shall be subject to the following conditions:

1. This special right-of-way permit is personal in nature and will be in effect for a maximum of seven (7) years from the date of issuance unless revoked by City Council ordinance, or there is a change of ownership or use, whichever comes first.
2. Ohio University, owner, shall be responsible for the maintenance and upkeep of said right-of-way.

SECTION IV: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



TITLE 49 APPLICATION

Use of the City's Public Rights of Way

(For Office Use Only)

Permit # T4919-000004

Date Rec'd 10-28-19

In accordance with Title 49, Application Fee: "At the time that a person submits an application for Use of Right of Way Permit. A non-refundable application fee of \$80 payable to the City of Athens. Once approved the current fees will be assessed.

Applicant shall comply with all sections of Athens City Code Title 49 Right of Way. All required information shall be attached to application, including such things as but not limited to detailed site plans, a certificate of liability insurance listing City of Athens Ohio as certificate holder. Property owner shall be solely responsible for the maintenance and upkeep of said right-of-way.

Contact Information:

1. Applicant Gem Stone Phone 740-597-2919
2. Mailing Address 160 W. Union St., Athens State OH Zip 45701
3. Email Address stoneg1@ohio.edu
4. Address of Project/ Site: 338 West State Street
5. Parcel Number: A02-8010000800 Zoning Designation: _____
6. Project Description: 2 post ground mounted sign

I HEREBY SWEAR OR AFFIRM THAT ALL THE INFORMATION PROVIDED AND ATTACHED REQUIRED DOCUMENTATION ARE TO THE BEST OF MY KNOWLEDGE TRUTHFUL AND ACCURATE.

By signing this application, the applicant agrees to comply with all facets of Athens City Code Title 49.

Applicant Signature

Gem Stone (kly)

Date 10/28/2019

Owner Signature

No Signature on Orig. App. kly

Date 10/28/2019

For Official Use Only

CDR

1. Code Enforcement Admin: Signature

Date: 10/31/2019

Yes ☐ Supporting Documents Attached No ☐ Charge ☐ Fee Paid Amount \$ 0

2. Service-Safety Director: ☒ Approve ☐ Refused ☐ Missing Documentation

Remarks: _____

Signature: *Mr. B*

Date: 12/10/19

3. City Engineer Review: ☐ Approved ☐ Refused ☐ Missing Documentation

Remarks: Inst. 11 Min. 8-FT from EOP and 10-FT from edge of Pave.

Signature: *David R. Riggs*

Date: 11/18/2019

4. Code Director Review: ☒ Approved ☐ Refused ☐ Missing Documentation

Remarks: Requires Breakaway Sign Foundation

Signature: *David R. Riggs*

Date: 10/31/2019

600 Roadside Design

600.2.2 Urban Lateral Offsets

Research has found that curb has very little effect on errant vehicles and thus the clear zone should be calculated as if the curb was not present (based on speed and traffic, *Figure 600-1*).

Clear Zone is intended to provide a recovery area for errant vehicles. While designers should always strive to keep hazards as far away from the through traveled way as possible, it may not always be practical to provide the Clear Zone on transportation facilities in urban areas where right-of-way is often constrained. On urban facilities where Clear Zone cannot be provided, a minimum lateral offset to fixed objects of 8 feet from the edge of through traveled way for uncurbed roadways is acceptable. On very low speed curbed facilities (35 mph and less), the Operational Offset as described in *Section 600.2.3* is acceptable for design features that are functionally necessary (non-breakaway signs and luminaire supports, utility poles, fire hydrants, bus stops, etc.). Otherwise, low speed curbed facilities, shall utilize a minimum Urban Lateral Offset of 4 feet from face of curb. For higher risk locations such as along the outside of curves, offset to fixed objects should be increased to 6 feet for curbed and 12 feet for uncurbed roadways. Refer to *Figures 600-3* and *600-4* for additional guidance. Where bike lanes and full-time parking lanes are used, their width can be included as offset to fixed objects, however the Operational Offset is still required. Roadside lateral offset also applies to medians.

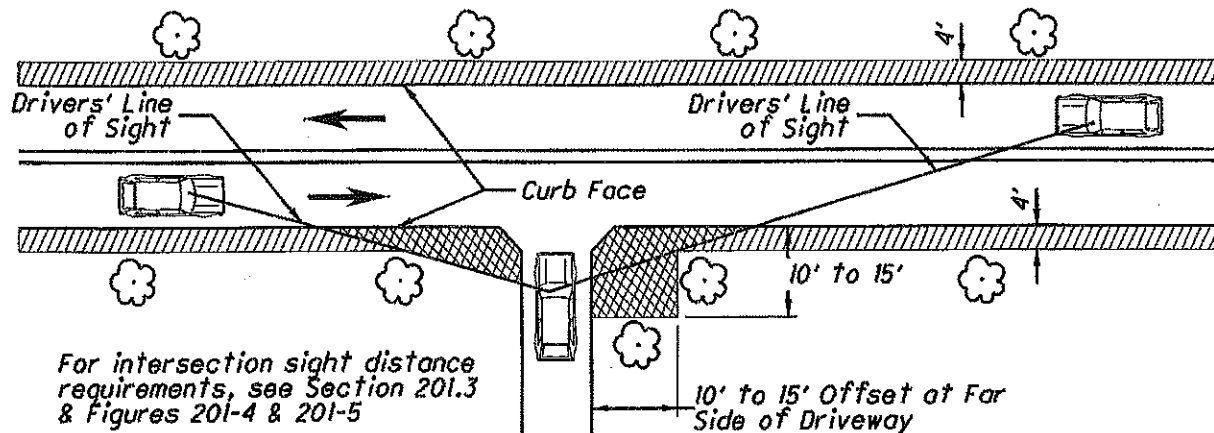
Posted Speed	Minimum Urban Lateral Offset Requirement	
	Curbed	Without Curb
35 mph or less	Operational offset (See <i>Section 600.2.3</i>) behind curb acceptable for necessary design features. Landscaping and aesthetic features shall be offset per <i>Figures 600-3 & 600-4</i>	8 feet (12 ft. outside curves)
40 to 45 mph	4 feet from face of curb to all fixed objects (6 feet at higher risk locations) refer to <i>Figures 600-3 & 600-4</i>	8 feet (12 ft. outside curves)
50 mph or greater	High Speed - Clear Zone required	

Additional guidance for placement of aesthetic elements (street trees, park benches, trash receptacles etc.) for both curbed and uncurbed urban facilities are provided in the Landscaping Guidelines in the References Section at the end of this Manual.

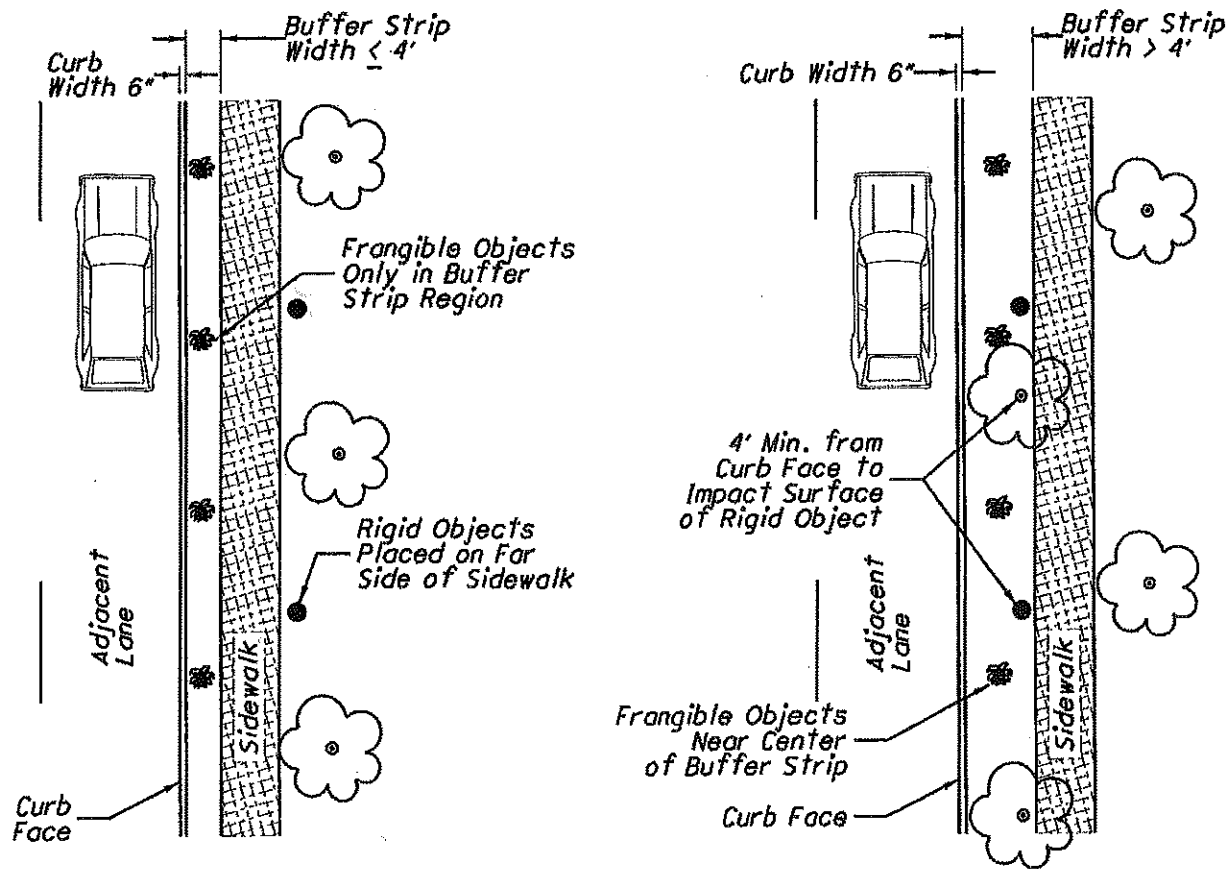
URBAN LATERAL OFFSETS AT DRIVEWAYS AND SIDEWALK BUFFER STRIPS

600-4

REFERENCE SECTION
600.2.2



ROADSIDE LATERAL OFFSETS AT DRIVEWAYS



LANDSCAPE AND RIGID OBJECT PLACEMENT FOR BUFFER STRIPS

Lateral Offset due to Driveway

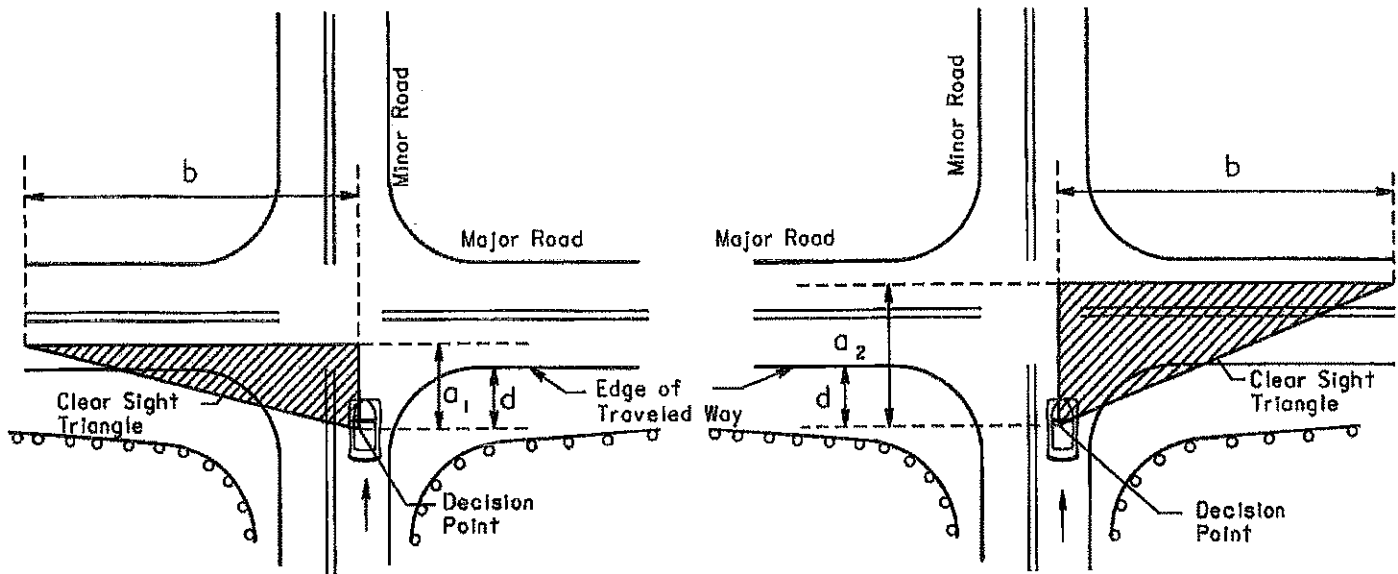
Std. Recommended Lateral Offset

Sidewalk

INTERSECTION SIGHT TRIANGLES

201-4

REFERENCE SECTION
201.3.1 & 201.3.3



Sight Triangle for Viewing
Traffic Approaching from the Left

Sight Triangle for Viewing
Traffic Approaching from the Right

DIAGRAM A - SIGHT TRIANGLES

- a_1 = The distance, along the minor road, from the decision point to 1/2 the lane width of the approaching vehicle on the major road.
- a_2 = The distance, along the minor road, from the decision point to 1 1/2 the lane width of the approaching vehicle on the major road.
- b = Intersection Sight Distance
- d = The distance from the edge of the traveled way of the major road to the decision point. The distance should be a minimum of 14.4' and 17.8' preferred.

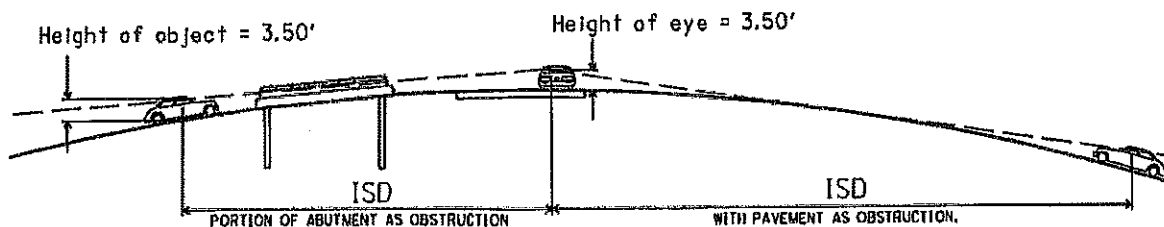


DIAGRAM B - VERTICAL COMPONENTS (Sec. 201.3.3)

INTERSECTION SIGHT DISTANCE**201-5**REFERENCE SECTION
201.3, 201.3.1,
201.3.2 & 201.3.3

(See Following Page for Additional Figures & Notes)

HEIGHT OF EYE 3.50'

HEIGHT OF OBJECT 3.50'

DESIGN SPEED (mph)	Passenger Cars Completing a Left Turn from a Stop (assuming a t_g of 7.5 sec.)		Passenger Cars Completing a Right Turn from a Stop or Crossing Maneuver (assuming a t_g of 6.5 sec.)	
	ISD (ft.)	K-CREST VERT. CURVE	ISD (ft.)	K-CREST VERT. CURVE
15	170	10	145	8
20	225	18	195	14
25	280	28	240	21
30	335	40	290	30
35	390	54	335	40
40	445	71	385	53
45	500	89	430	66
50	555	110	480	82
55	610	133	530	100
60	665	158	575	118
65	720	185	625	140
70	775	214	670	160

If ISD cannot be provided due to environmental or R/W constraints, then as a minimum, the SSD for vehicles on the major road should be provided.

$$ISD = 1.47 \times V_{\text{major}} \times t_g$$

ISD = Intersection sight distance (ft.)

V_{major} = design speed of major road (mph)

t_g = time gap for minor road vehicle to enter the major road (sec.)

Using: S = Intersection Sight Distance

L = Length of Crest Vertical Curve

A = Algebraic Difference in Grades (%), Absolute Value

K = Rate of Vertical Curvature

- For a given design speed and an "A" value, the calculated length "L" = $K \times A$

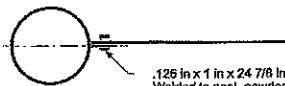
- To determine "S" with a given "L" and "A", use the following:

For $S < L$: $S = 52.92 \sqrt{K}$, where $K = L/A$

For $S > L$: $S = 1400/A + L/2$

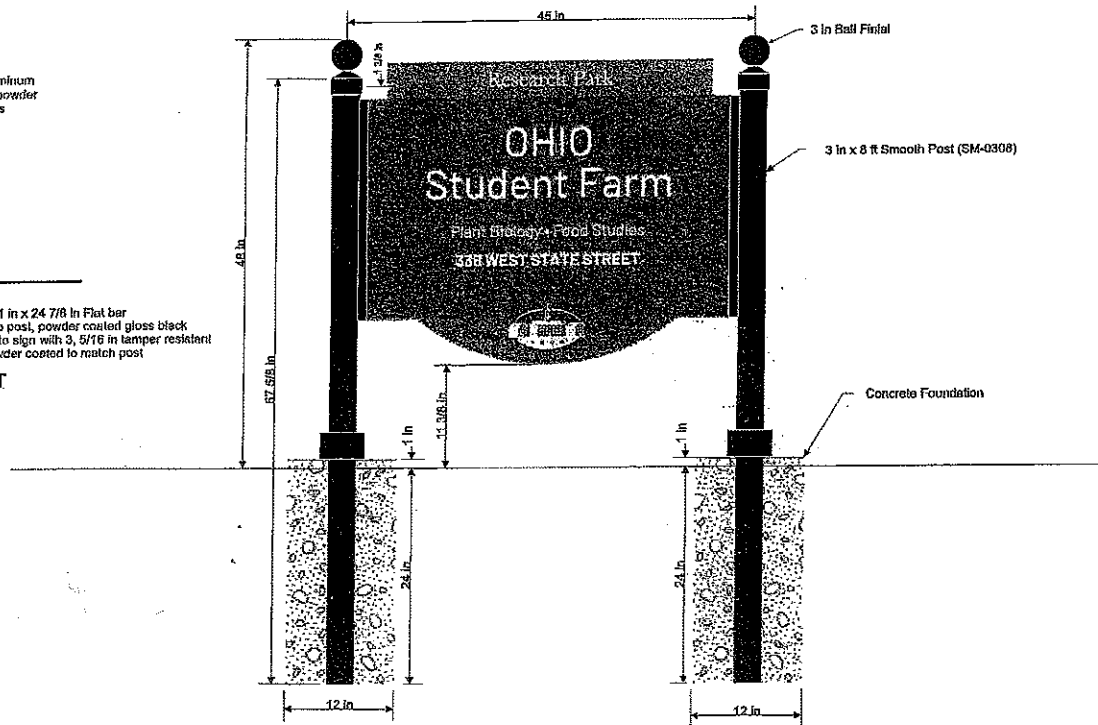
SIGN TYPE B1
BUILDING IDENTIFICATION SIGN
(GROUND MOUNTED)

NOTES:
All Signs are 0.125 in 5053-H32 Aluminum
Routed out of a single piece, and powder
coated to match Matthew paint colors
All legend is vinyl



TOP VIEW OF POST

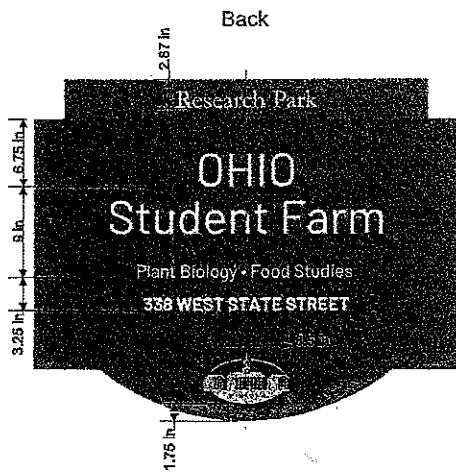
.125 in x 1 in x 24 7/8 in Flat bar
Welded to post, powder coated gloss black
attached to sign with 3, 5/16 in tamper resistant
bolts, powder coated to match post



Customer:	Ohio University
Company:	Osburn Associates
Address:	PO Box 912
City:	Logan
State/ZIP:	Ohio 43138
Phone:	1-800-523-8917
Fax:	

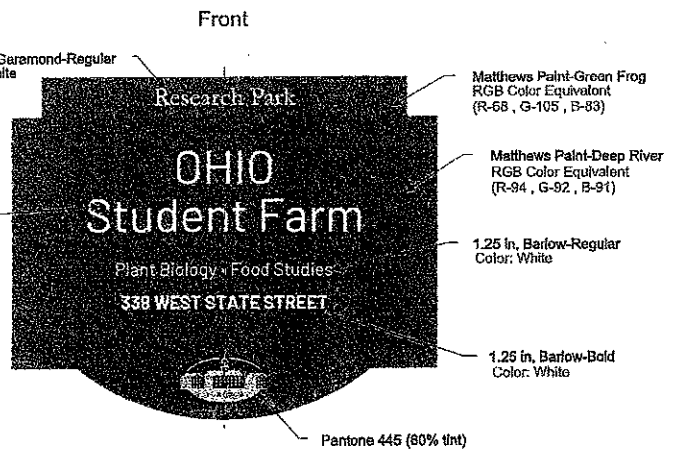
Job No.:	Date:
Order Date:	9/24/2019
Sign Dimensions:	Salesperson:
Comments:	Estimate:

SIGN TYPE B1
BUILDING IDENTIFICATION SIGN
(GROUND MOUNTED)



1.625 in, Garamond-Regular
Color: White

3.25 in, Barlow-Regular
Color: White



Matthews Paint-Green Frog
RGB Color Equivalent
(R-68, G-105, B-83)

Matthews Paint-Deep River
RGB Color Equivalent
(R-94, G-92, B-91)

1.25 in, Barlow-Regular
Color: White

1.25 in, Barlow-Bold
Color: White

Pantone 445 (80% tint)

Customer:	Ohio University	
Company:	Osburn Associates	
Address:	PO Box 912	
City:	Logan	State/ZIP: Ohio/43138
Phone:	1-800-523-8917	
Fax:		

Job No.:	9/24/2019	
Order Date:	Salesperson:	
Sign Dimensions:		Estimate:
Comments:		

Profile

PARID: A028010000800
OHIO UNIVERSITY

Sales

Land

Value History

Outbuildings

Residential

Commercial

Entrance Information

Values

CAUV

Tax Summary

Tax Detail

Tax History

Payment History

Special Assessments

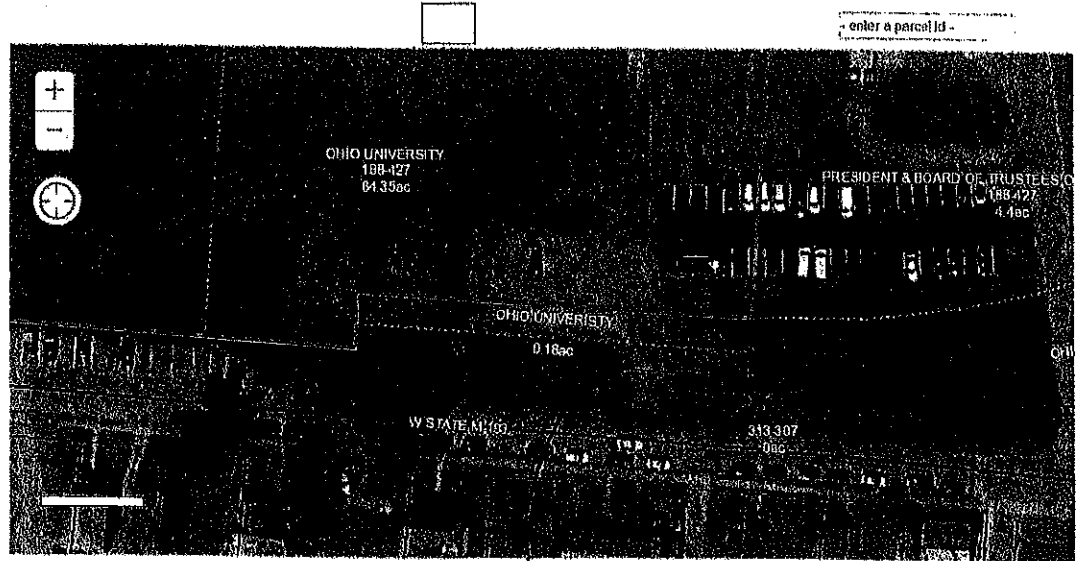
Manufactured Home

Documents

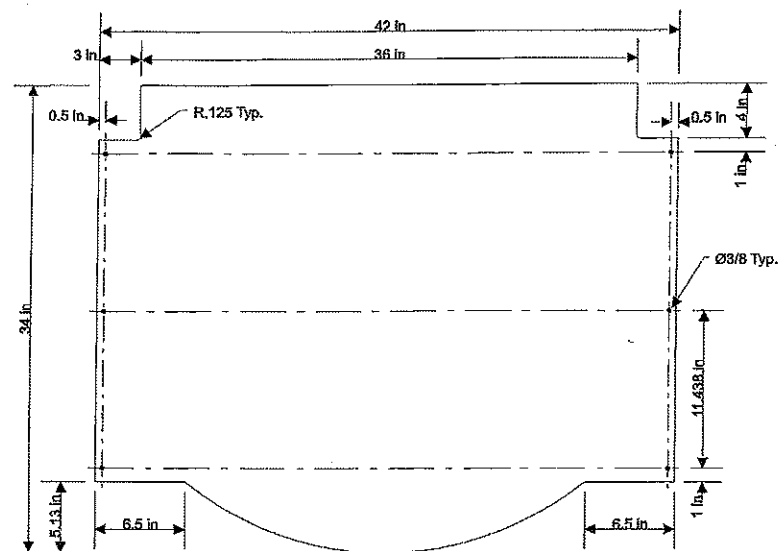
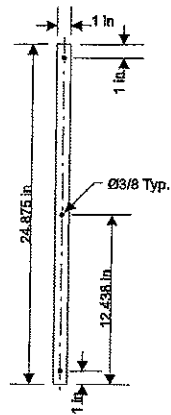
Sketch

Map

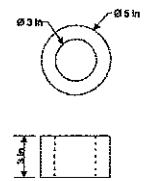
Pictometry



APPROXIMATE LOCATION OF
SKIN



Post Base



Customer:	Ohio University	
Company:	Osburn Associates	
Address:	PO Box 912	
City:	Logan	State/Zip: Ohio/43138
Phone:	1-800-523-8917	
Fax:		

Job No.:	Date: 9/24/2019	
Order Date:	Salesperson:	
Sign Dimensions:	Estimate:	
Comments:		

0-11-20

Introduced by Chris Fahl, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY PERMIT TO OHIO UNIVERSITY TO ALLOW A HISTORICAL MARKER ON MULBERRY STREET NEAR BAKER CENTER AND JUNCTION WITH SOUTH COURT STREET.

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

SECTION I: Having satisfactorily met the regulations established pursuant to Title 49, Management, Administration, and Control of the Use of the City's Public Rights-of-Way, Ohio University is hereby granted a special right-of-way permit to allow a historical marker on the City's right-of-way on Mulberry Street near Baker Center and Junction with South Court Street, as indicated on the application attached hereto and incorporated herein by reference.

SECTION II: Said permit holder, Ohio University shall agree to indemnify, and save the City of Athens harmless from all claims, demands, costs, expenses, real estate taxes, if any, and compensation which might arise from the encroachment of permittee upon property of the City of Athens that is the subject of this ordinance. Permittee, Ohio University, also shall agree that the City of Athens is maintaining the rights to install, repair and/or replace its utility lines that it determines are located within the permit area and that the City of Athens, its agents or assigns shall not be responsible for any damages that might occur to permittee's property as a result of the installation, repair, and/or replacement of its utility lines that are within the permit area.

SECTION III: Said permit shall be subject to the following conditions:

1. This special right-of-way permit is personal in nature and will be in effect for a maximum of seven (7) years from the date of issuance unless revoked by City Council ordinance, or there is a change of use, whichever comes first.
2. Ohio University shall be responsible for the maintenance and upkeep of said right-of-way.

SECTION IV: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



TITLE 49 APPLICATION

Use of the City's Public Rights of Way

(For Office Use Only)

Permit # T4919-000003

Date Rec'd 10/24/2019

In accordance with Title 49, Application Fee: "At the time that a person submits an application for Use of Right of Way Permit. A non-refundable application fee of \$80 payable to the City of Athens. Once approved the current fees will be assessed.

Applicant shall comply with all sections of Athens City Code Title 49 Right of Way. All required information shall be attached to application, including such things as but not limited to detailed site plans, a certificate of liability insurance listing City of Athens Ohio as certificate holder. Property owner shall be solely responsible for the maintenance and upkeep of said right-of-way.

Contact Information:

1. Applicant Ohio University Phone 740-593-2557
2. Mailing Address 160 W. Union Street, Athens State OH Zip 45701
3. Email Address none provided
4. Address of Project/ Site: Mulberry Street near Baker Center and junction with S. Court St.
5. Parcel Number: A027030004501 Zoning Designation: R1
6. Project Description: Historical marker commemorating the 1881 of an African-American resident of Albany named Christopher Davis.

I HEREBY SWEAR OR AFFIRM THAT ALL THE INFORMATION PROVIDED AND ATTACHED REQUIRED DOCUMENTATION ARE TO THE BEST OF MY KNOWLEDGE TRUTHFUL AND ACCURATE.

By signing this application, the applicant agrees to comply with all facets of Athens City Code Title 49.

Applicant Signature *Kerri L Yake* Date 10/24/2019
Owner Signature *David R Riggs* Date 10/24/2019

For Official Use Only

1. Code Enforcement Admin: Signature *Kerri L Yake* Date: 10/24/2019
Yes ☐ Supporting Documents Attached No ☐ Charge ☐ Fee Paid Amount \$ 0
2. Code Directors Review: ☒ Approve ☐ Refused ☐ Missing Documentation
Remarks: NONE
Signature: *David R Riggs* Date: 10/31/2019
3. City Engineer Review: ☐ Approved ☐ Refused ☐ Missing Documentation
Remarks: _____
Signature: _____ Date: _____
4. Service Safety Director: ☐ Approved ☐ Refused ☐ Missing Documentation
Remarks: _____
Signature: _____ Date: _____



**APPLICATION for REVOCABLE LICENSE for
USE OF MUNICIPAL LANDS and PUBLIC
RIGHT-OF-WAYS**

CITY OF ATHENS, OHIO

**In accordance with
Athens City Resolution #R-02-00**

(OFFICE USE ONLY)

Permit # _____

Date Rec'd _____

Applicant Ohio University

Telephone # 740 593 2557

Mailing Address 160 W Union Street, Suite 276, Athens Ohio 45701

Property Location for Application: Mulberry Street near Baker Center and junction with S Court Street

Description of Requested Use: Historical marker commemorating the 1881 lynching of an African-American resident of Albany named Christopher Davis

Applications must include all of the following attachments:

- ✓ Liability/homeowner's insurance (\$100,000/\$300,000 minimum) naming the City of Athens as an additional insured with proof of coverage to be provided annually to the Office of Code Enforcement.
- ✓ Written input from the City Administration regarding the proposed revocable license.
- ✓ Written input from adjacent property owners regarding the proposed revocable license including a tax plat or other documentation identifying each adjacent property owner.
- ✓ Drawings in plan and elevation view with applicable dimensions supporting the request.
- ✓ Non-refundable application fee of \$150.00

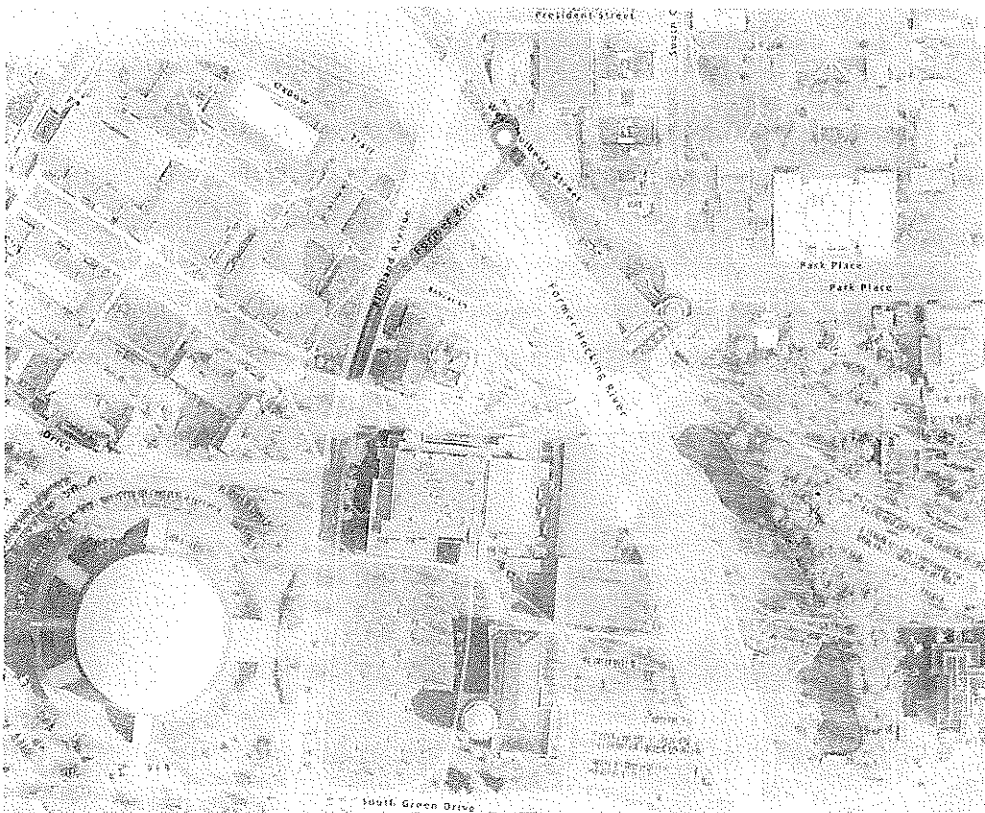
Conditions of Approval of Revocable License

- The Revocable License is personal in nature and will be in effect for a maximum of ten (10) years from the date of passage unless revoked by Council ordinance, or there is a change of ownership or use, whichever comes first.
- The property owner shall be solely responsible for the maintenance and upkeep of said right-of-way.

Dominick Brook Dominick Brook, Ohio University - Director of Real Estate
Applicant's Signature

10-23-2019

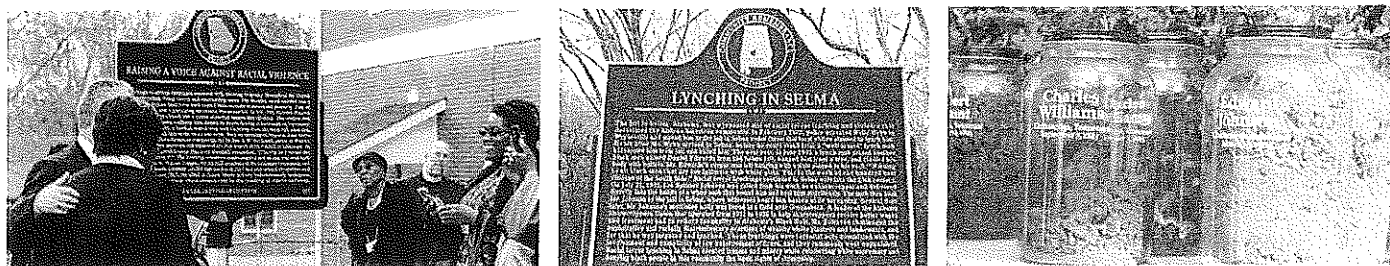
Date



Christopher Davis Community Remembrance Project:

- Erect a historical marker commemorating the 1881 lynching of an African-American resident of Albany named Christopher Davis.
- Group working with a national organization, the Equal Justice Initiative (EJI), to document the history of the event.
- Once the rigorous required documentation has been completed—and hopefully approved—EJI will pay for the plaque itself.

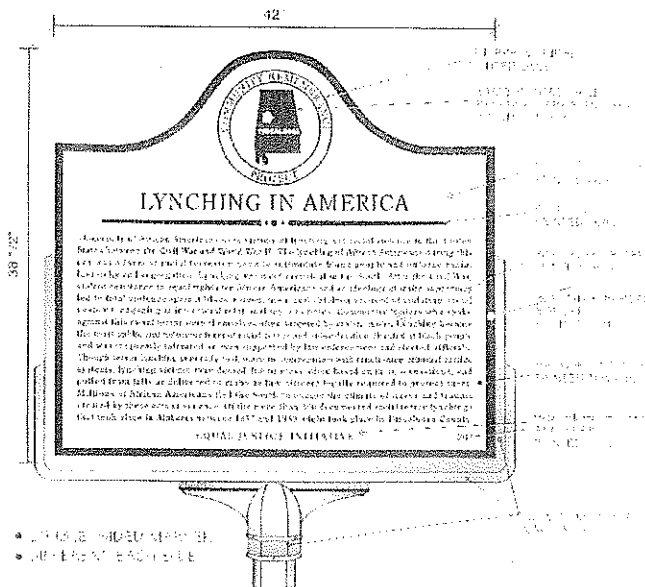
About Equal Justice Initiative (EJI) Historical Marker Project



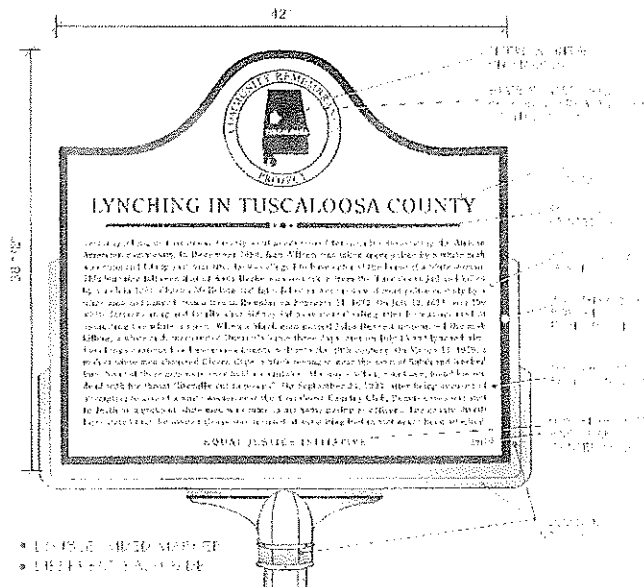
- Historical Marker Project is apart of the Community Remembrance Project
- Campaign recognizing victims of lynching across the US
- Over 4,400 African American victims of lynching has been reported
- 15 reported lynchings in Ohio – 1 in Athens (Christopher Davis)
- EJI has paid for the installation of historical markers in more than 20 communities
- If approved, soil collection gathered at site and historical marker installed

Example Approved Marker Language

Panel Size: 42x38"
Height: 6'



Side A: narrative of lynching in America



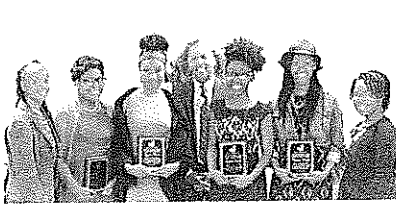
Side B: narrative of individual dedication

Steps to gain approval for EJI marker request

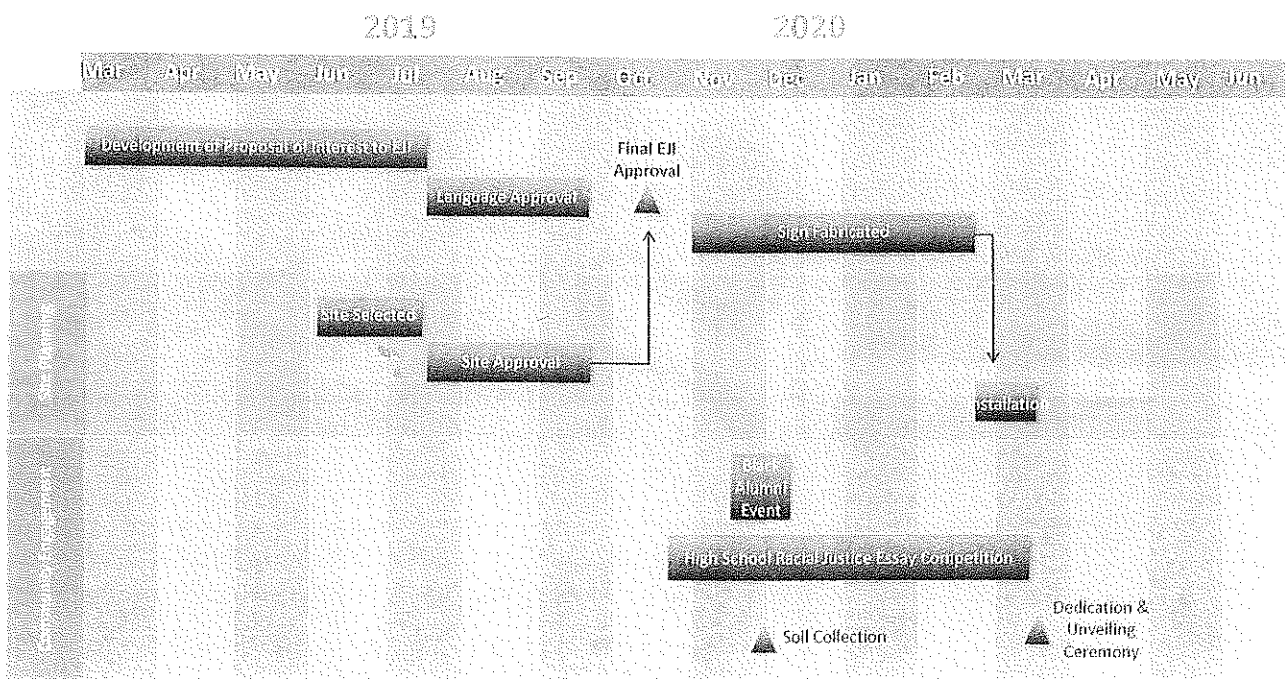
- ✓ Organize a Community Remembrance Project coalition
- ✓ Complete the Historical Marker Proposal of Interest
- ✓ Craft the marker Language based on EJI and local historical society review
- ✓ Identifying site(s) for Installation of historical marker
- ☐ Secure necessary permits and approval for installation
- ☐ After land is secured, EJI orders marker to be fabricated
- ☐ Plan a historical marker dedication and unveiling ceremony
- ☐ Facilitate the historical marker project affiliated High School Racial Justice Essay Competition (up to \$6K in prizes)
- ☐ Install the historical marker(s) and holding the dedication and unveiling ceremony

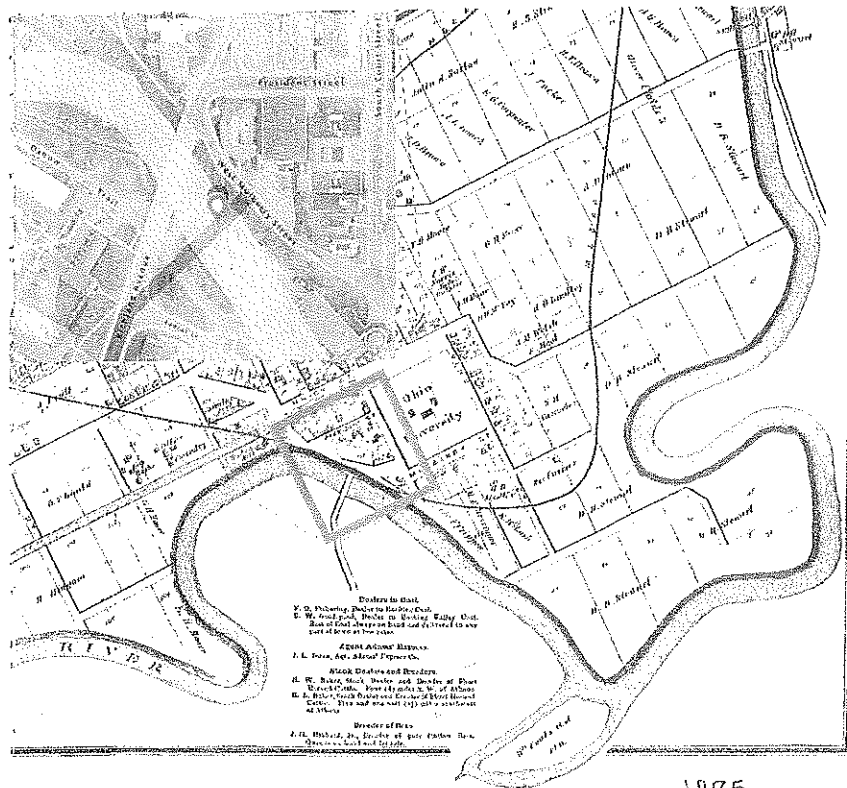
Steps for site approval

- ✓ Approval from President's Cabinet & History & Racial Justice office
- ☐ City of Athens Right of Way approval
- ☐ Fundraising

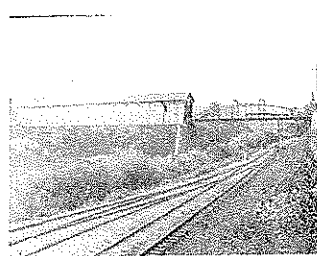


Timeline

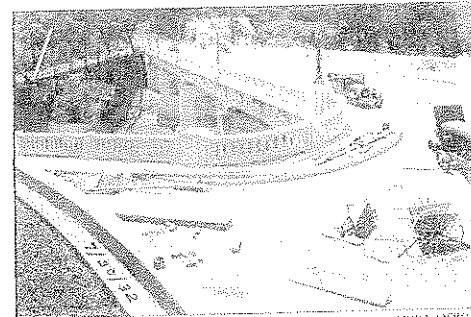




Site Where Activity Occurred:

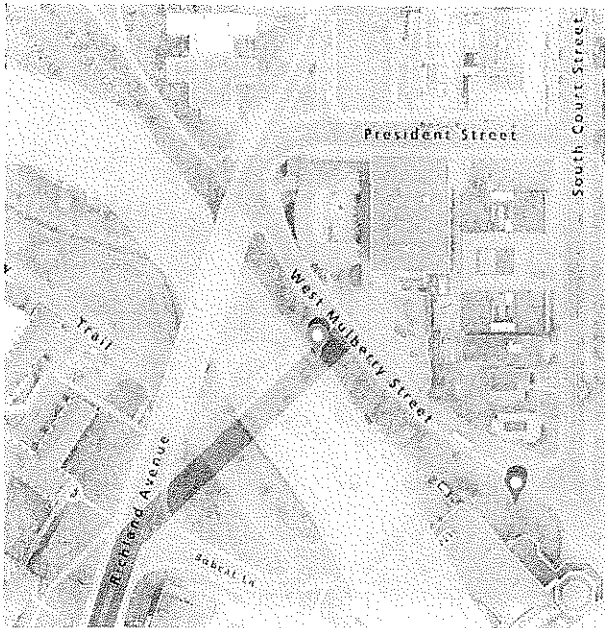


South Bridge:
 Spanned the former Hocking River bed & B&O Railroad until 1907 when it was destroyed by the largest flood on record and replaced by a steel bridge. The 1907 bridge was later replaced in 1932 by the current Richland Ave Bridge.



1932
 The 1932 bridge was built a little to the west of the old one, eliminating the steep and sharp curve. The houses seen in the background stood on what is now West Green. When the river channel was moved in 1898-70, another bridge was built further south on Richland Avenue.

Proposed Commemorative Plaque Placement



Actual Site:

Far end of Baker Center
Parking lot is the base of the
bridge where likely where Mr.
Davis was lynched. True
location is hard to find and
not very visible.

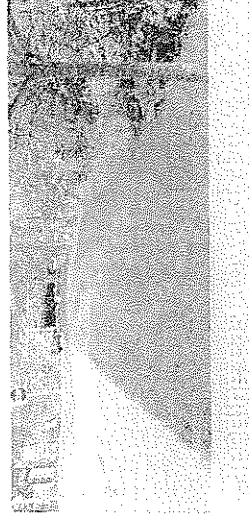
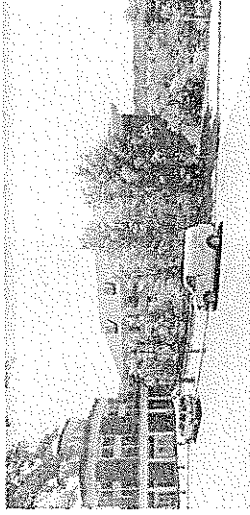
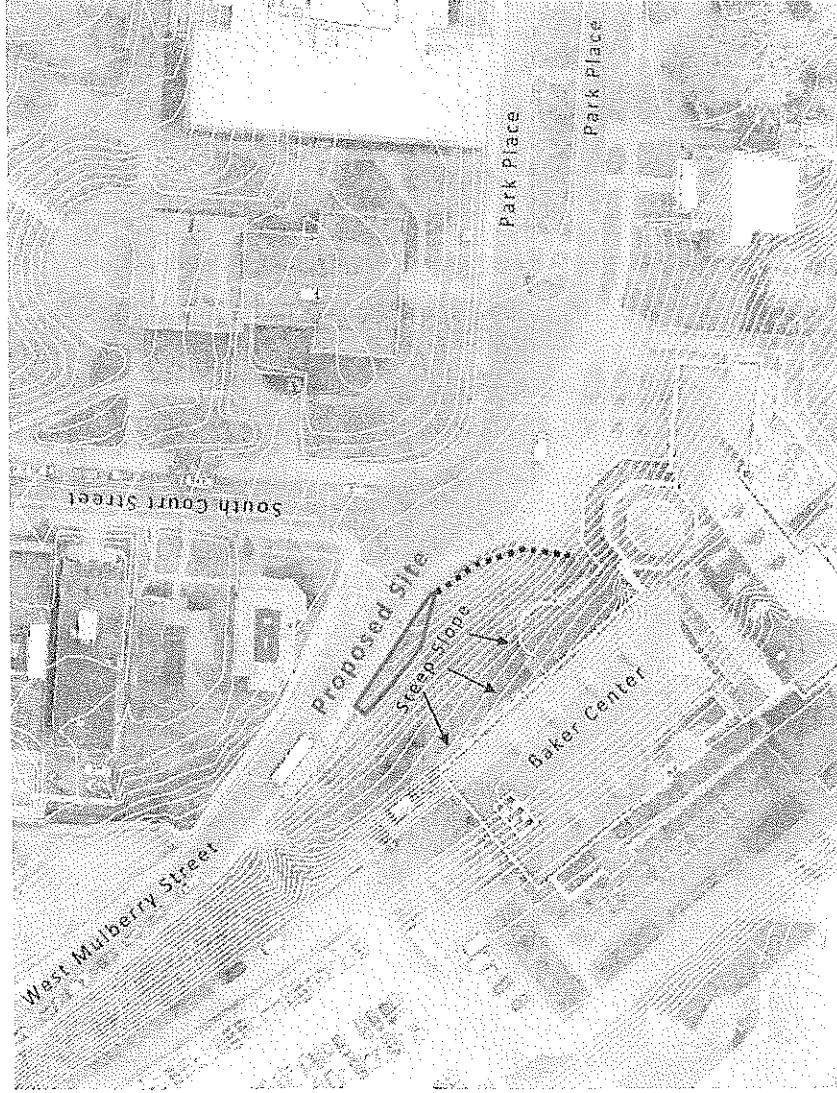


Proposed Site:

The front of Baker is a highly
visible location and would draw
more attention to the plaque. It
is also very close to the actual
site.

Site Opportunity: in front of Baker Center

Acreage: 0.02
% Slope: 17%



EJI would pay for memorial plaque
Opportunities to incorporate other features:

Other Elements



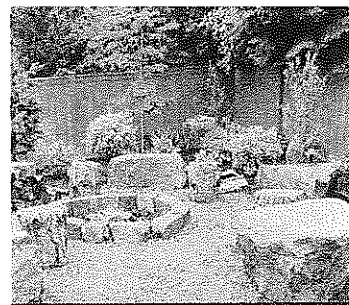
Garden

- Plant drought tolerant, low maintenance perennials
- Little-to-no upkeep
- Maintain the natural beauty of site



Seating

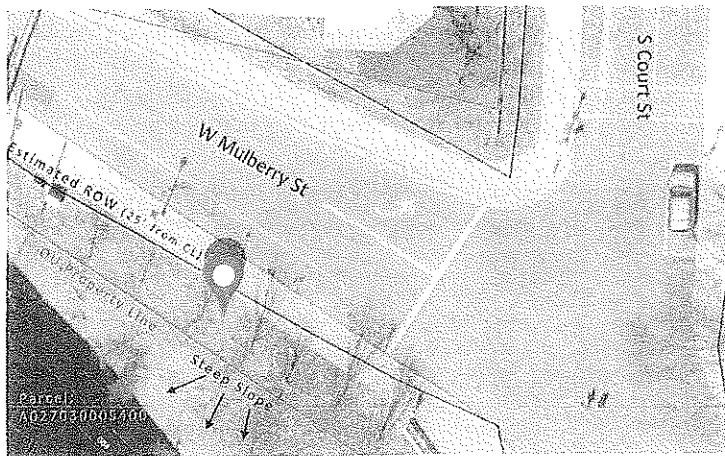
- Use sandstone that campus has in surplus - various size stones available to include 2-3 which can be used for seating
- Sandstone is the rock used in the base of the original bridge and is natural to the region



Gravel Patio

- Site designed to be accessible
- Using compacted pea gravel or crusher run

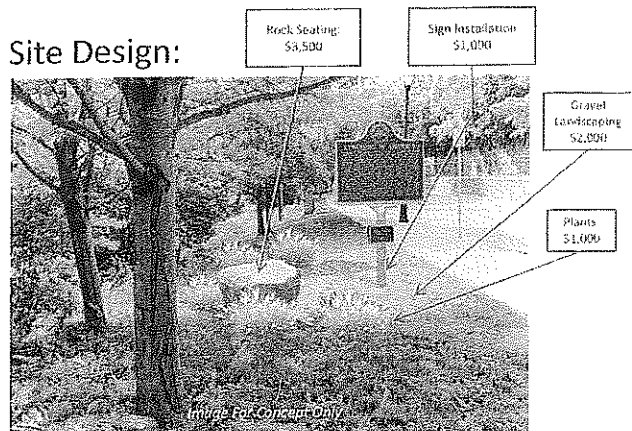
Christopher Davis Community Remembrance EJI Historical Marker Site Plan



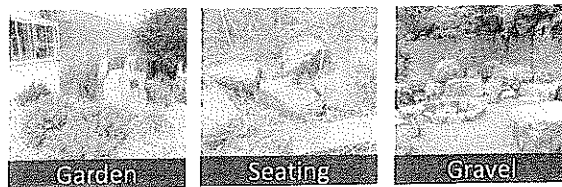
* Agreements on site location will protect long term site planning, so that if in the future there is a need to relocate the memorial, will work with the Community Remembrance Project coalition to find an appropriate location.

	Estimate
Sign Installation	\$1,000
Plants	\$1,000
Rock Pickup, Hauling & Installation	\$3,500
Gravel Patio Landscaping	\$2,000
Total Costs	\$7,500

Site Design:



Site Elements to Include:



Next Steps



Complete:

- Approval from EJI for community remembrance project
- Site selected
- Soil collection ceremony

Next Steps:

- Approval for right of way permit from the City of Athens
- Approval from EJI for community remembrance plaque
- Fundraising for additional site elements
- Sign fabrication & installation
- Dedication unveiling ceremony as a part of High School Essay Competition (\$6,000 prize)

0-12-20

Introduced by Chris Fahl, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY PERMIT TO HARRY LEVINE, OWNER, 40 HOOPER STREET, FOR LAWN PURPOSES, TO MEET LOT SIZE REQUIREMENTS FOR AN EXISTING HISTORIC STRUCTURE.

WHEREAS, the southern half of these lots were once owned by the applicant's predecessor-in-interest as single individual lots and were taken by the State of Ohio through eminent domain in anticipation of the US 50 & 33/OH 32 highway construction; and

WHEREAS, these lots were not developed by the State of Ohio and title to the three parcels was conveyed to the City of Athens; and

WHEREAS, the owner is requesting use of the City right-of-way for "lawn purposes" only, to meet the lot size requirements to create an affordable 2-bedroom dwelling from the historic 25' x 35' structure that currently exists at the property;

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

SECTION I: Having satisfactorily met the regulations established pursuant to Title 49, Management, Administration, and Control of the Use of the City's Public Rights-of-Way, Henry Levine, owner, 40 Hooper Street, is hereby granted a special right-of-way permit for use of the City's right-of-way for "lawn purposes" only, as indicated on the application attached hereto and incorporated herein by reference.

SECTION II: Said permit holder, Henry Levine, owner, 40 Hooper Street, shall agree to indemnify, and save the City of Athens harmless from all claims, demands, costs, expenses, real estate taxes, if any, and compensation which might arise from the encroachment of permittee upon property of the City of Athens that is the subject of this ordinance. Permittee, Henry Levine, owner, also shall agree that the City of Athens is maintaining the rights to install, repair and/or replace its utility lines that it determines are located within the permit area and that the City of Athens, its agents or assigns shall not be responsible for any damages that might occur to permittee's property as a result of the installation, repair, and/or replacement of its utility lines that are within the permit area.

SECTION III: Said permit shall be subject to the following conditions:

1. This special right-of-way permit is personal in nature and will be in effect for a maximum of seven (7) years from the date of issuance unless revoked by City Council ordinance, or there is a change of ownership or use, whichever comes first.
2. Henry Levine, owner, shall be responsible for the maintenance and upkeep of said right-of-way.

SECTION IV: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



TITLE 49 APPLICATION

Use of the City's Public Rights of Way

(For Office Use Only)
Permit # T4919-000002
Date Rec'd 10-3-19

In accordance with Title 49. Application Fee: "At the time that a person submits an application for Use of Right of Way Permit. A non-refundable application fee of \$80 payable to the City of Athens. Once approved the current fees will be assessed."

Applicant shall comply with all sections of Athens City Code Title 49 Right of Way. All required information shall be attached to application, including such things as but not limited to a certificate of liability insurance listing City of Athens Ohio as certificate holder. Property owner shall be solely responsible for the maintenance and upkeep of said right-of-way.

Contact Information:

1. Applicant Henry Levine Phone (740) 818-9713
2. Mailing Address 37510 Snowville Rd. Albany State Ohio Zip 45710
3. Email Address thornrdg@gmail.com
4. Address of Project/ Site: 40 Hooper Street
5. Parcel Number: See attached Zoning Designation: R-1
6. Project Description: See attached

I HEREBY SWEAR OR AFFIRM THAT ALL THE INFORMATION PROVIDED AND ATTACHED REQUIRED DOCUMENTATION ARE TO THE BEST OF MY KNOWLEDGE TRUTHFUL AND ACCURATE.

By signing this application, the applicant agrees to comply with all facets of Athens City Code Title 49.

Applicant Signature [Signature] Date 10-1-2019
Owner Signature [Signature] Date 10-1-2019

For Official Use Only

1. Code Enforcement Admin: Signature [Signature] Date: 10-1-19

☒ Supporting Documents Attached ☐ Fee Paid Amount \$ _____

2. Code Directors Review: ☒ Approve ☐ Refused ☐ Missing Documentation

Signature: [Signature] Date: 11-20-19

3. City Engineer Review: ☒ Approved ☐ Refused ☐ Missing Documentation

Signature: [Signature] Date: 11/18/2019

4. Service Safety Director: ☒ Approved ☐ Refused ☐ Missing Documentation

Signature: [Signature] Date: 22 NOV 19

5. City Council President: ☐ Approved ☐ Refused Signature _____ Date: _____

Obtain opening permit for parking if ok of Alley. City will not improve/replace Alley. Rec. 11/18/2019 RCH

RYAN LAW OFFICE CO., L.P.A.

KENNETH E. RYAN, Esq.

11 EAST WASHINGTON ST.
ATHENS, OHIO 45701

740-593-6410
FAX 740-593-7271
EMAIL: kenneth@ryanlawathens.com

Lance Allison
Athens City Code Enforcement
28 Curran Dr.
Athens, Ohio 45701

RE: Special Right of Way Application
Applicant: Henry Levine
Property address: 40 Hooper Street

PROJECT DESCRIPTION

The above referenced Applicant's broad proposal is to access three (3) parcels, that are currently in the name of the City of Athens, situated to the Southeast of the Applicant's three (3) parcels located at 40 Hooper St., to-wit, A029060008300, A029060008400 & A029060008500, so as to meet lot size requirements for the purpose of creating an affordable 2 bedroom dwelling from the historic 25' x 35' structure that currently exists at the property. Please see the attached map which outlines the Applicant's three parcels in orange and the City's three parcels in green. All of these parcels are located in an R-1 Residential Zone.

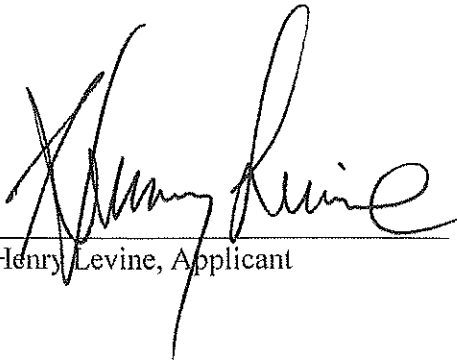
Prior to the construction of the US 55 & 33/OH 32 highway that runs parallel to Hooper Street, the three parcels owned by the City, the subject of this application, were once owned by the Applicant's predecessors-in-interest as single individual lots. The southern half of these lots were taken by the State of Ohio through eminent domain in anticipation of the highway project, but ultimately they were not developed. As a result, title to the three parcels was then conveyed by the State of Ohio to the City of Athens. However, for all intents and purposes, the three parcels were used and maintained exclusively by the Applicant and his predecessors-in-interest in conjunction with the Applicant's three parcels, as single unified lots.

Long before the Applicant purchased his three parcels, a prior owner installed a 25' x 35' structure on parcel A029060008300. The structure was a historic mechanics shed that was moved from its original location in Carpenter, Ohio; where it had been used by the railroad. It is a well-built structure that is ideal for renovation to a 2 bedroom, 1 bath, single family dwelling. The plan is to make the home handicap accessible, which would include the use of the alleyway dedicated, but not opened, to the Northwest of Applicant's parcels as a driveway.

The granting of the special right-of-way will contribute to health and welfare of the City by creating affordable, handicap accessible housing consistent with the goals of the City's Comprehensive Plan.

Further, the Applicant's plan for the City's three parcels, would be substantially similar to their current use, i.e. Applicant would continue to maintain the City's parcels without any additional development. The only development in the Applicant's plan is to renovate the mechanic's shed, add the necessary parking, and install a drive along the undeveloped alleyway.

Wherefore, the Applicant respectfully requests that his application for the special right-of-way be approved.

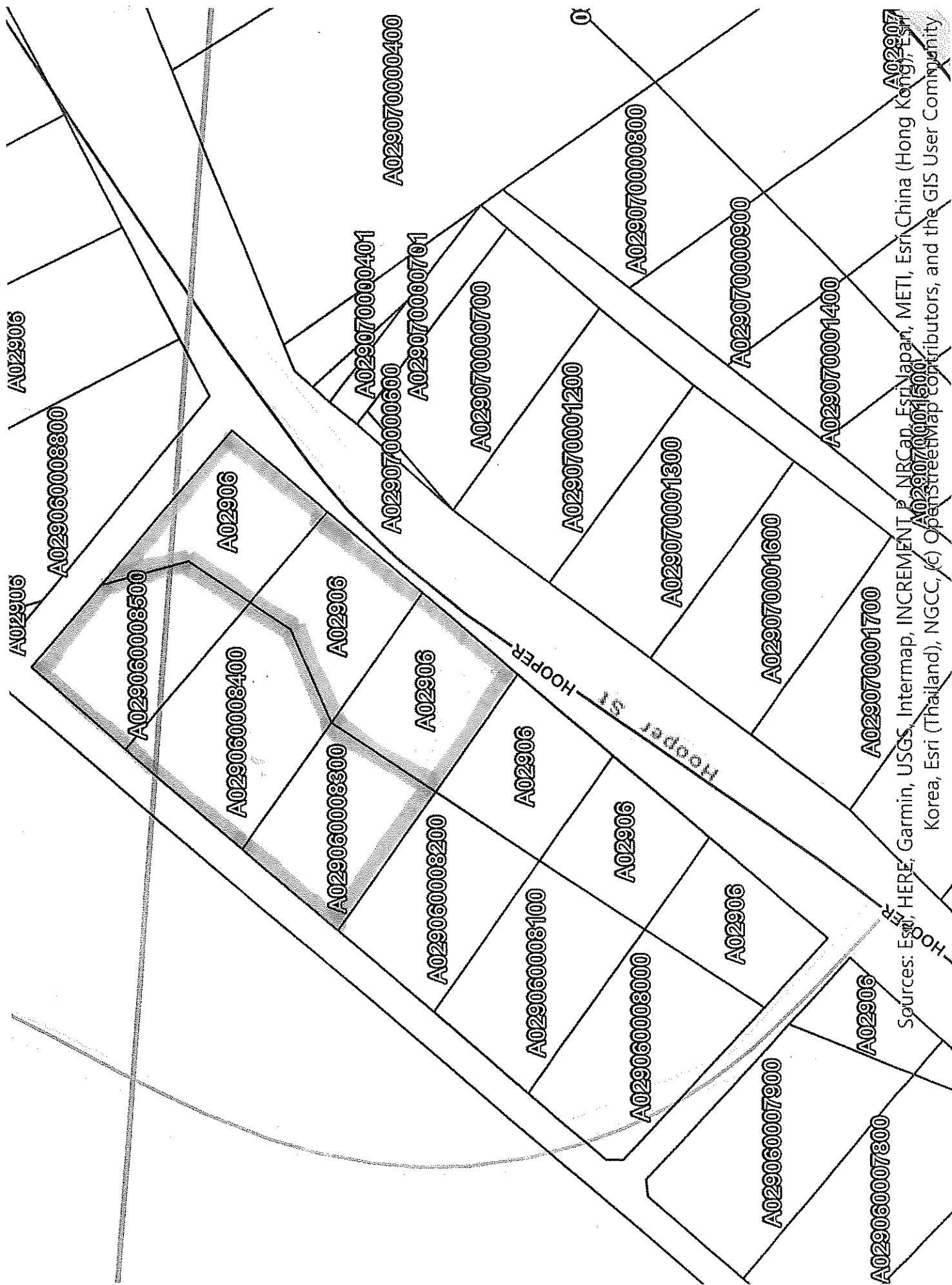


Henry Levine, Applicant

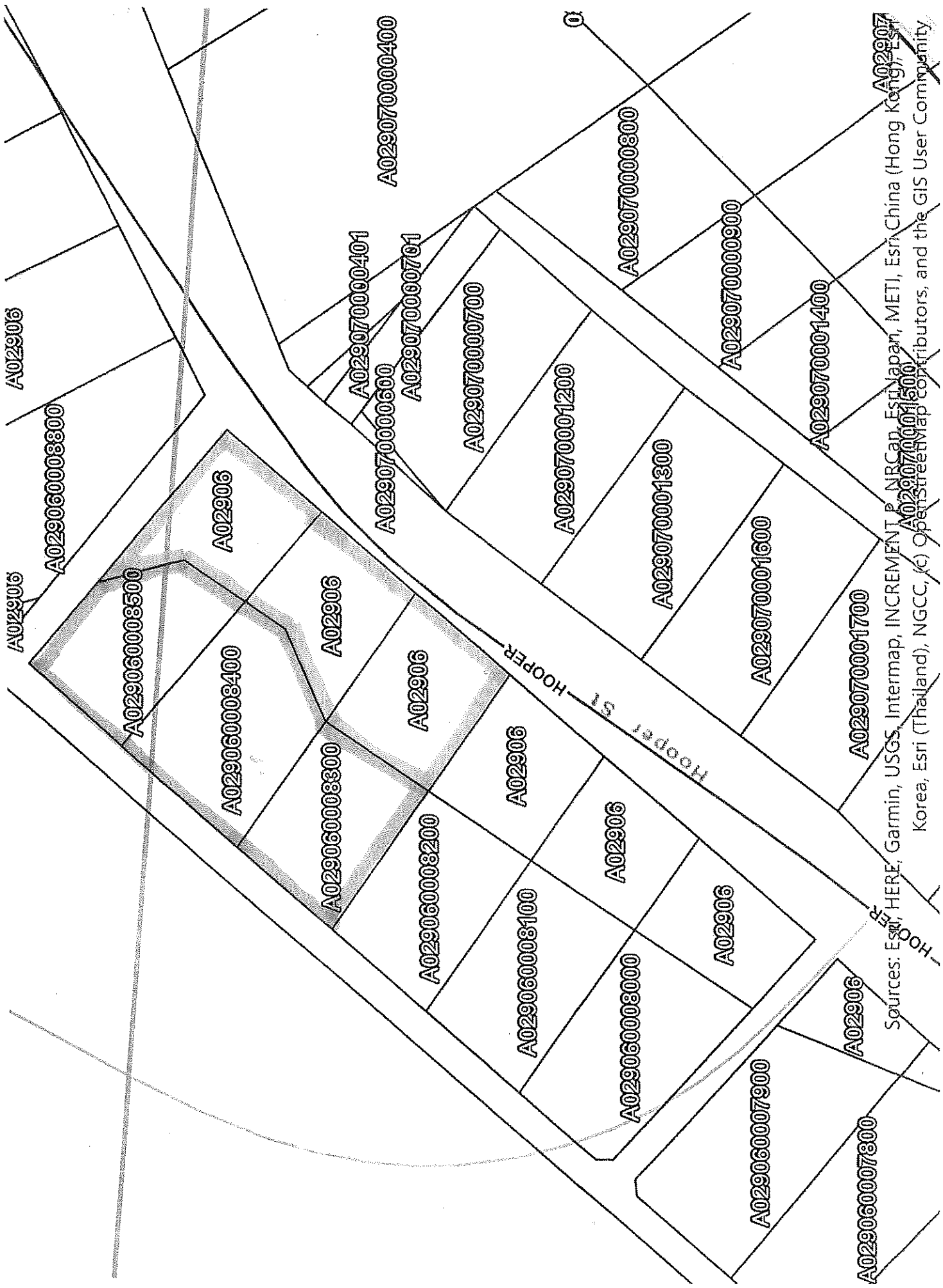
Very truly yours,



Kenneth E. Ryan
Attorney for the Applicant

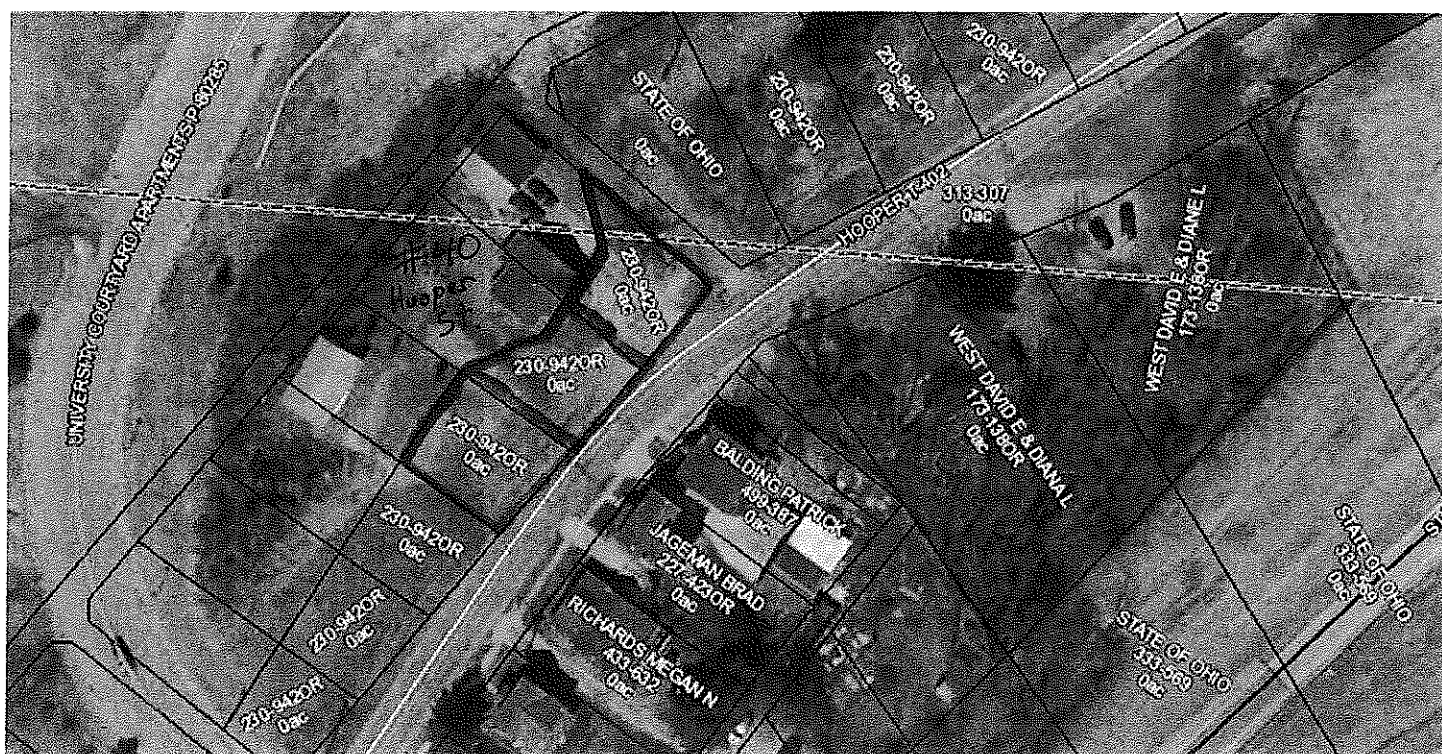


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Exhibit
Special R/W Permit "for lawn purposes"



Prepared 5/30/19
-ABS

0-13-20

Introduced by Sarah Grace, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE PURCHASE OF SOFTENING SALT FOR THE
WATER TREATMENT PLANT.

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

SECTION I: The Service-Safety Director is hereby authorized to advertise and accept bids, where necessary, and enter into contract for the purchase of softening salt.

SECTION II: The Service-Safety Director is hereby authorized to expend up to One Hundred Sixty-Five Thousand Dollars (\$165,000.00), for said purchase.

SECTION III: This Ordinance shall be in effect and full force upon its passage and approval by the Mayor.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

0-14-20

Introduced by Sarah Grace, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING DISPOSAL OF CERTAIN VEHICLES NO LONGER
NEEDED FOR A MUNICIPAL PURPOSE.

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

SECTION I: Athens City Council hereby declares the following vehicles no
longer needed for a municipal purpose:

<u>VEHICLE</u>	<u>SERIAL/VIN #</u>	<u>FIXED ASSET#</u>	<u>MILEAGE</u>
AFD – 2007 Ford Expedition	1FMFU16547LA97344	850283	173,352
APD – 1994 Ford F150	1FTEX15N9RKA38484	850370	
APD – 2004 Chevy Impala	2G1WF55K549388489	850225	
APD – 2006 Honda Accord	1HGCM66506A057231	850354	
APD – 2008 Chevy Aveo	KL1TD56618B137739	850371	
EPW – 1977 Intl. Leafer	D1035GCA27349	850166	57,545
EPW – 1985 E.B. Roller	SRH85157W	800008	
EPW – 1989 Amer. Leafer	WD800493467367	800086	
EPW – 1991 Intl. Dump Truck	1HTSDZ7R6MH341757	850086	101,384
EPW – 1993 Ford Paint Truck	1FDKE37HXPFA87694	850114	12,022
EPW – 1997 Case End-Loader	JEE0054500	800205	
EPW – 1997 Ford Leafer	1FDXH81C9VVA23703	800198	25,329
EPW – 1998 Case Backhoe	JJG0267705		
EPW – 2002 Dodge Caravan	1B4GP45322B658007	850205	111,945
EPW – 2002 Chevy Blazer	IGNDT13WO2K236631	850202	80,401
EPW – 2002 Ford F550	1FDAF57F62EB11356	850206	20,448
EPW – 2003 Chevy S-10	1GCCS14H238257938	850246	63,026
EPW – 2005 Ford F350 XL 4x4	1FTWF31535EA53273	850229	93,389
EPW – 2008 GMC Bucket Tr.	1GDE4C1948F417361	800660	55,104

SECTION II: The Service-Safety Director is hereby authorized to dispose of
said vehicles by donation to other governmental agencies or non-profit (501C)
organizations, auction, sealed bids, trade-in, or sell for scrap.

SECTION III: This Ordinance shall be in full force and effect at the earliest
moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-15-20

Introduced by Sarah Grace, Chair
City & Safety Services Committee

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A DUMP TRUCK CHASSIS
FOR THE ENGINEERING & PUBLIC WORKS DEPARTMENT.**

WHEREAS, this truck is used exclusively for asphalt patching, and will replace a 2001 Ford F-350 with 108,567 miles, and has been approved for disposal (0-47-19);

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

SECTION I: The Service-Safety Director is hereby authorized to advertise and accept bids, where necessary, and enter into contract with the lowest and best bidder, or use one of the City's cooperative purchasing programs, for the purchase of a dump truck chassis for the Engineering & Public Works Department.

SECTION II: The Service-Safety Director is hereby authorized to expend up to Seventy Thousand Dollars (\$70,000.00) from Street Fund, 220, T.C. 500, for said equipment.

SECTION III: This Ordinance shall be in effect and full force upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-16-20

Introduced by Sarah Grace, Chair
City & Safety Services Committee

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A VACUUM TRUCK FOR
THE ENGINEERING & PUBLIC WORKS DEPARTMENT.**

WHEREAS, this truck is needed for daily operations, and it will replace a 1990 model that is no longer operable and has been approved for disposal (0-47-19);

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

SECTION I: The Service-Safety Director is hereby authorized to advertise and accept bids, where necessary, and enter into contract with the lowest and best bidder, or use one of the City's cooperative purchasing programs, for the purchase of a vacuum truck for the Engineering & Public Works Department.

SECTION II: The 2020 Appropriation Ordinance 130-19 is hereby amended to appropriate from the unappropriated balance the sum of Three Hundred Thousand Dollars (\$300,000.00) to Sewer-Stormwater Fund, 755, T.C. 500; Twenty Thousand Dollars (\$20,000.00) to Water Fund, 740, T.C. 500; and Eighty Thousand Dollars (\$80,000.00) to Sewer Fund, 750, T.C. 500, and increasing the total appropriations by said amounts.

SECTION II: The Service-Safety Director is hereby authorized to expend up to Four Hundred Thousand Dollars (\$400,000.00) for the purchase of a vacuum truck as follows:

Three Hundred Thousand Dollars (\$300,000.00) from Sewer-Stormwater Fund, 755, T.C. 500;

Fifty Thousand Dollars (\$20,000.00) from Water Fund, 740, T.C. 500; and

Fifty Thousand Dollars (\$80,000.00) from Sewer Fund, 750, T.C. 500.

SECTION III: This Ordinance shall be in effect and full force upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-17-20

Introduced by Sarah Grace, Chair
City & Safety Services Committee

**AN ORDINANCE AUTHORIZING THE PURCHASE OF WATER VALVE
EXERCISING EQUIPMENT.**

WHEREAS, the OEPA, as part of new asset management regulations, requires that system water valves be exercised regularly and reported; and

WHEREAS, the funds for said equipment were encumbered in 2019, P.O. #96381;

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

SECTION I: The Service-Safety Director is hereby authorized to advertise and accept bids, where necessary, and enter into contract with the lowest and best bidder for the purchase of water valve exercising equipment.

SECTION II: The Service-Safety Director is hereby authorized to expend up to Ninety Thousand Dollars (\$90,000.00) from Water Plant Fund, 740.637, T.C. 500, for said equipment.

SECTION III: This Ordinance shall be in effect and full force upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-18-20

Introduced by Peter Kotses, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE SAFE ROUTES TO SCHOOLS, GRANT STREET PROJECT (#331).

WHEREAS, the total cost of the project is estimated to be \$194,090 and ODOT, through the Safe Routes to Schools Program, will provide 100% of the eligible costs, up to a maximum of \$194,090 in Federal funds;

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

SECTION I: The Service-Safety Director is hereby authorized to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the Safe Routes to Schools, Grant Street Project (#331), construction of sidewalks, a copy of which is attached hereto and incorporated herein by reference.

SECTION II: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

103705

PID NUMBER

34481

AGREEMENT NUMBER

081281289

DUNS NUMBER

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Athens, 8 East Washington Street, Athens, OH 45701 hereinafter referred to as the LPA.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The installation of sidewalks, curbs and associated drainage appurtenances along Grant Street (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope. The project was identified as "D10_ATH Athens City School District" in the 2016 SRTS Program funding award correspondence.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 194,090 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$ 194,090 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If

the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes—Form FHWA-1273, Required Contract Provisions, a set of contract provisions and

proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections

153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

City of Athens
8 East Washington Street
Athens, Ohio 45701

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment

bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. **NONDISCRIMINATION**

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;

- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;

- (3) number of complaints ODOT has received from DBEs regarding the Contractor;
and,
- (4) the number of times the Contractor has been previously sanctioned by ODOT;
and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies,
and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.

- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to

complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Andrew Stone, P.E., Service Safety Director	Darla Miller, District Deputy Director
City of Athens	Ohio Department of Transportation
8 East Washington Street	338 Muskingum Drive
Athens, Ohio 45701	Marietta, Ohio 45750

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

☐

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation

and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Athens, Ohio	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS TOLL REVENUE CREDIT			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS				139,744.80	80	4SC7	34,936.20	20	LNTP	\$ 174,681
CONSTRUCTION INSPECTION				15,527.20	80	4SC7	3,881.80	20	LNTP	\$ 19,409
TOTALS				\$ 155,272			\$ 38,818			\$ 194,090

Attachment 2

ATH-SIDEWALK-FY 20 SRTS
COUNTY-ROUTE-SECTION

103705

PID NUMBER

34481

AGREEMENT NUMBER

081281289

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We, the City of Athens request that all payments for the Federal/State share of the construction costs of this Agreement performed by _____ (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME) _____.

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	

0-19-20

Introduced by Peter Kotses, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO CONTRACT FOR CONSTRUCTION OF THE SAFE ROUTES TO SCHOOLS, GRANT STREET PROJECT (#331).

WHEREAS, the City has been awarded (\$194,090) under the Federal-ODOT administered Safe Routes to Schools Program, and

WHEREAS, sidewalks will be constructed along Grant Street;

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

SECTION I: The Service-Safety Director is hereby authorized to advertise and accept bids, where necessary, and enter into contract(s) with the lowest and best bidder for construction and construction engineering services for the Safe Routes to Schools, Grant Street Project (#331).

SECTION II: The 2020 Appropriation Ordinance, 0-130-20, is hereby amended by appropriating from the unappropriated balance the sum of One Hundred Ninety-Four Thousand Ninety Dollars (\$194,090.00) to Small Cities Fund, 589, T.C. 500, and increasing the total appropriations by said amount.

SECTION III: The Service-Safety Director is here authorized to expend up to One Hundred Ninety-Four Thousand Ninety Dollars (\$194,090.00) from Small Cities Fund, 589, T.C. 500, for said sidewalk construction.

SECTION IV: This Ordinance shall be in effect and full force upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-20-20

Introduced by Peter Kotses, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN LPA/STATE PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR A BRIDGE PAINTING PROJECT WITHIN THE CORPORATION BOUNDARY ON STATE ROUTE 50 (PID 79207); AND DECLARING AN EMERGENCY.

WHEREAS, the State will assume and bear 100% of all of the costs of the improvement set forth in the (LPA) agreement;

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

SECTION I: The Service-Safety Director is hereby authorized to enter into an LPA/State Project Agreement with the Ohio Department of Transportation (ODOT) for a bridge painting project on State Route 50, a copy of which is attached hereto and incorporated herein by reference.

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to expedite the project and promote highway safety, and that it shall be in full force and effect upon its passage and approval by the Mayor.

ATTEST:

Clerk of Council

President of Council

APPROVED:

Mayor

PRELIMINARY LEGISLATION

Rev. 6/26/00

Ordinance/Resolution# _____

PID No. 79207

County/Route/Section ATH US 50 9.450

The following is _____ enacted by the _____ of
(Ordinance/Resolution) (Local Public Agency)
_____, _____ County, Ohio, hereinafter referred to as the Local
Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the LPA/STATE has identified the need for the described project:

Bridge painting project on ATH US 50 11.84 R (SFN 0501514) and ATH US 50 11.88 L (SFN 0501468) within the City of Athens corporation boundary. Work includes painting of structural steel and minor repairs. Total length of work in the City of Athens is approximately 0.20 miles.

NOW THEREFORE, be it ordained by the _____ of
_____,
(LPA)
Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the Right-of-Way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The _____ of said _____ is hereby empowered
on _____ (Contractual Agent) _____ (LPA)
behalf of the _____ to enter into contracts with the Director of
_____ (LPA)
Transportation necessary to complete the above described project.

Passed: _____, 2_____.
(Date)

Attested: _____ (Clerk) _____ (Officer of LPA - title)

Attested: _____ (Title) _____ (President of Council)

This _____ is hereby declared to be an emergency measure to expedite
the _____ (Ordinance/Resolution)
highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO

_____ of _____ County,
Ohio
(LPA)

I, _____, as Clerk of the _____
(LPA)
of _____, Ohio, do hereby certify that the foregoing is a true and
correct copy of _____ adopted by the legislative Authority of the said
(Ordinance/Resolution)
_____ on the _____ day of _____, 2____,
(LPA)
that the publication of such _____ has been made and certified of
(Ordinance/Resolution)
record according to law; that no proceedings looking to a referendum upon such
_____ have been taken; and that such _____
(Ordinance/Resolution) (Ordinance/Resolution)
and certificate of publication thereof are of record in _____, Page _____.
(Ordinance/Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this _____ day of _____, 2____.

Clerk

(SEAL)
(If Applicable)

_____ of _____, Ohio.
(LPA)

The foregoing is accepted as a basis for proceeding with the project herein described.
For the _____ of _____, Ohio
(LPA)

Attest: _____, Date _____
(Witness Signature) Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

R-01-20

Introduced by All Members of Council

A RESOLUTION SUPPORTING THE BIPARTISAN OHIO FAIRNESS ACT.

WHEREAS, the Ohio Senate and House of Representatives are currently considering the Ohio Fairness Act (SB11, HB369); and

WHEREAS, this legislation amends Ohio's anti-discrimination laws to include sexual orientation, gender identity, and gender expression as protected classes, expanding legal protections in housing, employment, and access to public accommodations; and

WHEREAS, in 1998, this Council reaffirmed its commitment to diversity and inclusion by prohibiting discrimination in housing, employment, and public accommodations on the basis of sexual orientation; and

WHEREAS, in 2010, this Council strengthened its commitment to fairness and tolerance by adding the protected category of "gender identity or expression" to the City's existing non-discrimination policy; and

WHEREAS, in 2017, this Council enacted a ban on the harmful practice of conversion therapy, prohibiting any "efforts to change sexual orientation or gender identity with a minor"; and

WHEREAS, the Ohio Fairness Act would empower all Ohio residents to more fully contribute in the workplace, engage in commerce, and participate in civic life without fear of discrimination; and

WHEREAS, nearly three quarters of Ohioans favor employment and housing laws that make it illegal to discriminate based on sexual orientation or gender identity, and of the state's top 98 employers, over 80 have nondiscrimination policies;

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

SECTION I: The City of Athens strongly supports the Ohio Fairness Act, and urges members of the Ohio Legislature to act with fairness and justice in ensuring that all Ohioans enjoy freedom from discrimination.

SECTION II: The Clerk of Council is hereby directed to send a copy of this Resolution to Ohio House Speaker Larry Householder, Ohio Senate President Larry

Obhof, House Civil Justice Committee Chair Stephen D. Hambley, Senate Judiciary Committee Chair John Eklund, Representative Jay Edwards, Senator Frank Hoagland, and to all other members of the Ohio House Civil Justice Committee and Ohio Senate Judiciary Committee.

SECTION III: It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements.

SECTION IV: This Resolution shall take effect at the earliest date permitted by law.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor