



AGENDA
ATHENS CITY COUNCIL
MONDAY, SEPTEMBER 25, 2023
7:00 PM
e-mail: dwalker@ci.athens.oh.us
Streaming is available at www.ci.athens.oh.us/video

SPECIAL SESSION

- Establish Quorum

Ordinance for Second Reading:

0-95-23

AN ORDINANCE AMENDING THE 2023 APPROPRIATION ORDINANCE 155-22.
Introduced by Council Member Crowl

Adjournment

FINANCE & PERSONNEL COMMITTEE:

- Rainy Day Fund (Auditor)

- Armory (finalizing project funding)

- Appropriation
 - (\$250,000) to Medical Insurance Fund, 866, personnel line, for medical payment

CITY & SAFETY SERVICES:

- Amending Ordinance 11-23 (New Fire Headquarters, Project #346)

PLANNING & DEVELOPMENT COMMITTEE:

- Disposal of Municipal Property (Canaanville)

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.

0-95-23

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2023 APPROPRIATION ORDINANCE 155-22.

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

SECTION I: The 2023 Appropriation Ordinance 155-22 is hereby amended by appropriating from the unappropriated balance the following sums:

Eight Thousand Four Hundred Dollars (\$8,400.00) to General Fund, Other Administrative, 101.120, T.C. 300, for the Ohio Governor's Imagination Library;

Two Thousand Five Hundred Dollars (\$2,500.00) to Cemetery Fund, 210.115, T.C. 300, to replace a damaged granite bench;

Four Thousand Two Hundred Ninety-Eight and 91/100 Dollars (\$4,298.91) to Recreation 270, T.C. 500, from Skate Jam to fund City Skate Park repairs; and

Two Hundred Thousand Dollars (\$200,000.00) to APR Fund, 273, T.C. 600, for transfer, and increasing the total appropriations by the same amounts.

SECTION II: The 2023 Appropriation Ordinance 155-22 is amended by decreasing Storm Water Environmental Coordinator Fund, 755.637, T.C. 500, capital line, by Five Hundred Dollars (\$500.00), and increasing Storm Water Environmental Coordinator Fund, 755.637, T.C. 200-300 by same; and decreasing and increasing the total appropriations by said amount.

SECTION III: The Auditor is hereby authorized to make the following interfund transfer:

FROM	TO	AMOUNT
APR Fund, 273	Recreation Fund, 270	\$200,000.00

SECTION IV: 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

City of Athens Budget Stabilization Fund Policy

PURPOSE

To finance unanticipated revenue losses or unanticipated expenditures in the General Fund when revenue collections do not match expenditures.

DEFINITIONS

UNANTICIPATED EXPENDITURES

An expenditure for a specific purpose for which there is no or insufficient appropriation or which will cause an appropriation to be insufficient that is necessitated by a change in federal or state laws, rules or regulations, a court order, judgement or decree, a public emergency, or an industry -wide price, rate or premium increase, which takes effect or occurs after final adoption of the annual budget and which could not have been reasonably anticipated prior to final adoption of the annual budget.

UNANTICIPATED REVENUE LOSS

Estimated revenue which is rendered uncollectible because of a change in federal or state laws, rules or regulations, a court order, judgement or decree, or other circumstance, which takes effect or occurs after final adoption of the annual budget and which could not have been reasonably anticipated prior to final adoption of the annual budget.

POLICY

- A Budget Stabilization Fund will be established (ORC 131.43).
- The amount of money reserved in this account in any fiscal year shall not exceed 8.5% (eight and one half percent) of the revenue credited to the General Fund in the preceding fiscal year.

- Money in the Budget Stabilization Fund may be invested as provided by law, with the earnings to be returned to the Budget Stabilization Fund.
- Money in the Budget Stabilization Fund may be appropriated by ordinance for the following purposes:
 - To prevent a reduction of available services at any time in a fiscal year when the City's budgeted revenue in the General Fund is not being collected in an amount sufficient to cover budget expenses of the fund.
 - Budget Stabilization Funds will not be appropriated until the administration reduces the year's expense budget.
 - Funds cannot be used for budgeted capital purchases.
 - To fund expenses arising because of a natural disaster, including a flood, fire, or tornado. However, if federal or state funds are received to offset the appropriations from the Budget Stabilization Account, that money shall be returned to the Budget Stabilization Account.
- The Budget Stabilization Fund can be rescinded by resolution or ordinance. Money that has accumulated in the fund will be transferred to the General Fund.
- Money in the Budget Stabilization Fund shall not be appropriated for the acquisition, construction, or alteration of a public facility as part of a general capital improvement project.
- Money deposited into the Budget Stabilization Fund will come from interest earned on investments from the Appalachian Community Grant.

0--23

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE FINALIZING COSTS FOR THE ARMORY, PROJECT #313, AND AUTHORIZING EXPENDITURES FROM THE CITY OF ATHENS TO THE ATHENS COMMUNITY IMPROVEMENT CORPORATION (ACIC) FUND.

WHEREAS, Ordinance 152-22 conveyed the City of Athens Armory, located at 2 West Carpenter Street, to the ACIC, an Ohio non-profit corporation; and

WHEREAS, expenditures will be processed through the City of Athens P.O. MV099058;

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

SECTION I: The Service-Safety Director is hereby authorized to expend up to One Million Two Hundred Fourteen Thousand Five Hundred Dollars (\$1,214,500.00) for said Armory Project #313.

SECTION II: Having finalized the project costs for the Armory, and in accordance with Ordinance 152-22, Nine Hundred Fourteen Thousand Eighty-Six Dollars (\$914,086.00) is hereby authorized for expenditure from the City of Athens to the ACIC Fund, 906, as per purchase order #MV099058, for Armory Project #313.

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--23

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING FUNDS TO THE ATHENS COMMUNITY IMPROVEMENT CORPORATION FOR PAYMENT OF 2023 ARMORY ELECTRIC BILLS; AUTHORIZING AN INTERFUND TRANSFER; AND REQUESTING REIMBURSEMENT FOR PAYMENTS MADE BY THE CITY OF ATHENS.

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

SECTION I: The 2023 Appropriation Ordinance 155-22 is hereby amended by appropriating from the unappropriated balance the sum of Four Thousand Five Hundred Dollars (\$4,500.00) to General Fund, Other Administrative, 101.120, T.C. 600, for transfer, and increasing the total appropriations by said amount.

SECTION II: The Auditor is hereby authorized to make the following interfund transfer:

FROM	TO	AMOUNT
General Fund, 101.120	ACIC Fund, 906	\$4,500.00

SECTION III: The City Auditor is hereby directed to receipt reimbursed funds from the Athens Community Improvement Corporation, for 2023 Armory electric bills paid by the City of Athens, into General Fund, Other Administrative.

SECTION IV: 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--23

Introduced by the Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A VIBRANT COMMUNITIES GRANT AGREEMENT WITH JOBS OHIO, AS PART OF THE ARMORY PROJECT #313.

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

SECTION I: Athens City Council does hereby authorize the Service-Safety Director to enter into a Vibrant Communities Grant Agreement with JobsOhio, as part of the Armory Project #313, a copy of which is attached hereto and incorporated herein by reference.

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

JOBSONIO
GRANT AGREEMENT

Grant Funds: \$976,815		Program No.: SFPN_2023_496478-VCG	
Grantee: City of Athens			
Project Street Address: 2 West Carpenter Street			
Project City: Athens		Project State: OH	Project Zip: 45701
Project County: Athens			
Project Contact Name: Andrew Stone	Project Contact Title: Service-Safety Director	Project Contact E-mail: astone@ci.athens.oh.us	Telephone Number: (740) 592-3340
Effective Date:	August 17, 2023		
Metric Evaluation Date:	December 31, 2026		
Metric Expiration Date:	December 31, 2028		
Metric Commitments (See Section 5(a))			
Total Project Investment:	\$4,157,043		
No. of Total Tenant Jobs (FTE):	8		
Total Tenant Payroll:	\$498,595		
Total Project Square Footage:	15,000		
Project Accomplishment:	Commitment 1: The City of Athens, through the Athens Community Improvement Corporation, will complete a full renovation to the Athens Armory totaling approximately 15,000 square feet. The Anchor Tenant will be BlueDot, co-working space, which will occupy at least 11,300 square feet. This project will entail a total investment of \$4,157,043. Commitment 2: The City of Athens through its existing and prospective tenants, will commit to the creation of 8 jobs and not less than \$498,595 in annual payroll. Commitment 3: The City of Athens will report on occupancy of the co-working space being utilized in association with the project as it compares to the original business plan.		

This Grant Agreement (the “**Agreement**”) is made and entered into by and between **JobsOhio** (“**Grantor**”) and the “**Grantee**” identified above, and sets forth the terms and conditions upon which Grantor will provide financial assistance to Grantee. Grantee will use the financial assistance in accordance with JobsOhio’s grant guidelines to invest in redevelopment activities associated with Grantee’s project at the Project Site Address identified above (the “**Project**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, payments made, other benefits conferred and exchanged, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee.

(d) Condition for Final Disbursement; Retainer. Grantor shall holdback, retain and not disburse to Grantee 20% of the Grant Funds until proof is provided to JobsOhio that the following conditions have been met:

- (i) Submission by the Grantee of an Affidavit of Completion, in a form provided by Grantor, signed and certified in the same manner as the reports required by Section 6(d) of this Agreement.
- (ii) Submission by the Grantee to JobsOhio of an appraisal of the Project Site performed by a qualified, state licensed real estate appraiser who is also a member of the Appraisal Institute, and which shows the value of the Project Site, as improved.

3. Grant Funds Not Expended. If by the Metric Evaluation Date Grantee has not submitted any reimbursement requests in accordance with this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete the Project not later than the Metric Evaluation Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the Metric Evaluation Date, Grantee must request an extension of time to complete the Project at least sixty (60) days before the scheduled Metric Evaluation Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the Metric Expiration Date set forth on the first page of this Agreement, unless it is terminated earlier by mutual agreement or as provided in Section 9 (collectively, the “**Term**”). Grantee acknowledges that the Term extends beyond the Metric Evaluation Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

5. Metrics and Maintenance of Operations. Grantor has approved an award of financial assistance to Grantee to induce Grantee to undertake and complete the Project with the goal of attracting and retaining business opportunities for the State of Ohio that create and/or retain a significant number of jobs for Ohioans. Accordingly, achieving Grantee’s Metric Commitment obligations at the Project site during the Term are essential terms of this Agreement.

For the purpose of this Agreement, “jobs” both retained and created are calculated on a full time equivalent (FTE) basis, obtained by dividing the total number of hours for which employees were compensated for employment in the Project by two - thousand eighty.

(a) Metric Commitment. Grantee must attain or cause to attain all Metric Commitments set forth on the first page of this Agreement no later than the Metric Evaluation Date, unless otherwise changed in accordance with this Agreement. Once Metric Commitments have been met, Grantee shall maintain or cause to maintain such Metric Commitments through the Metric Expiration Date. Grantor has the discretion to determine compliance.

(b) Notice of Change. If Grantee intends to reduce the Metric Commitments at the Project site, Grantee shall give Grantor prior written notice of such intended actions unless Grantee is prohibited by applicable law from giving such notice. If prior notice is prohibited, Grantee shall notify Grantor in the most expeditious manner possible at the time such intended actions are implemented.

with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 7(b) from Grantee's other records of operation.

8. Representations and Warranties.

(a) Organization. Grantee is a municipal corporation, duly incorporated, validly existing, and in good standing under the laws of the State of Ohio, authorized to do business in the State of Ohio, and has power to carry on its business as it is presently being conducted, and to enter into and observe the provisions of this Agreement.

(b) Authority. The entering into and performance by Grantee of this Agreement and the execution and delivery of all instruments required under this Agreement have been authorized by all necessary corporate action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Grantee or any provision of Grantee's organizational documents, or result in a breach of or constitute a default under any indenture, bank loan, credit agreement or any other agreement or instrument to which Grantee is a party or by which it or its property may be bound or affected.

(c) Legal Actions. There are no legal actions, suits, or proceedings pending, or, to the knowledge of Grantee, threatened against Grantee before any court or arbitrator, or administrative agency, which, if determined adversely to Grantee, would have a material adverse effect on the financial condition or businesses of Grantee.

(d) Consents. No authorization, consent or approval, or any formal exception of any governmental body, regulatory authorities (federal, state or local) or mortgagor, creditor or third party is or was necessary to the valid execution and delivery by Grantee of this Agreement.

(e) Defaults. Grantee is not in default under this Agreement or under any other contract between Grantor and Grantee, nor is Grantee in default under any agreement between Grantee and the State of Ohio or any credit agreement under which funds are provided for the Project. Grantee is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness, or any mortgage or collateral instrument securing the same, related to the Project.

(f) Tax Liability. Grantee represents and warrants that Grantee has no unresolved and outstanding tax liabilities to the State of Ohio.

(g) Environmental Conditions. Grantee represents and warrants that it has no knowledge of any material undisclosed, unresolved and outstanding environmental liabilities on the Project site.

(h) Adherence to State and Federal Laws. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) Effects of Termination. Within sixty (60) days after termination of this Agreement for any reason, Grantee shall provide Grantor with a final report setting forth the Metric Commitments achieved by Grantee from the Effective Date through the date of termination, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. This final report shall be signed and certified in the same manner as the reports required by Section 6 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(e) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

10. Indemnification. Grantee shall indemnify and hold harmless Grantor and its directors, members, employees and agents from any and all liability, loss, claim, damage, cost and expense arising from or related to this Agreement, including, without limitation, any failure of any representation or warranty of Grantee to be correct in all respects and any performance or non-performance by Grantee, its directors, officers, employees, agents or affiliates of any obligations or activities under this Agreement or in furtherance of the Project. Grantee shall bear all costs associated with the defense of Grantor and its directors, members, employees and agents against any claim for which Grantee may be liable under this Section.

11. Notice. Except for reimbursement requests and Annual Reports, any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if either (a) by electronic transmission (including in Adobe PDF format); (b) mailed by first class certified or registered mail; or (c) sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

JobsOhio
41 South High Street
Suite 1500
Columbus, Ohio 43215
Attn: Donell Grubbs, General Counsel
grubbs@jobsohio.com

If to Grantee:

To the Grantee Contact and address as set forth on page one of this Agreement, or as set forth below:
8 E. Washington St.
Athens, OH 45701

12. Miscellaneous.

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

(b) Forum and Venue. Grantee irrevocably submits to the exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee further agrees that all claims in respect of such action or proceeding may be heard and determined

(k) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(l) Assignment. Neither this Agreement nor any of the rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(m) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(n) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures, effective as of the Effective Date:

Grantee:
City of Athens,
an Ohio municipal corporation

Grantor:
JobsOhio,
an Ohio non-profit corporation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Debbie Walker

From: Andy Stone
Sent: Wednesday, September 20, 2023 12:01 PM
To: Lisa Eliason; Debbie Walker
Subject: Fwd: JobsOhio Ohio Grant Agreement - Athens Armory
Attachments: City of Athens_JobsOhio Grant Agreement - Athens Vibrant Community (002)[16].docx

Lisa/Debbie - see attached. This version has all our requested changes. Once council approves I will electronically sign this with JobsOhio

Sent from my iPhone

Begin forwarded message:

From: Hannah Baumgartel <baumgartel@jobsohio.com>
Date: September 20, 2023 at 9:58:58 AM EDT
To: Andy Stone <astone@ci.athens.oh.us>, Amanda Schwarz <Schwarz@jobsohio.com>
Subject: Re: JobsOhio Ohio Grant Agreement - Athens Armory

Hi Andy –

Thank you for chatting through the changes with me yesterday. Please see the cleaned version for you, our Project Coordinator, is included and will route for signature when you are ready.

I know you have to take it through council, so just let us know. Amanda, can you please update the agreement on our internal end.

Please let us know if there is any other questions. Thanks,
Hannah

Hannah Baumgartel, MPA

Program Manager, Sites
baumgartel@jobsohio.com
m. +1.937.508.3381

JobsOhio.com

From: Hannah Baumgartel <baumgartel@jobsohio.com>
Date: Friday, September 15, 2023 at 11:58 AM
To: Andy Stone <astone@ci.athens.oh.us>, Amanda Schwarz <Schwarz@jobsohio.com>
Subject: Re: JobsOhio Ohio Grant Agreement - Athens Armory

Hi Andy –

I have included our project coordinator, Amanda, as well. I left a voicemail at your office to talk through some of the tracked changes.

To: Steve Patterson <spatterson@ci.athens.oh.us>; Mollie Fitzgerald
<mollie@athenscountyhedc.com>
Cc: Amanda Schwarz <Schwarz@jobsOhio.com>; Katy Farber <katy@ohiose.com>
Subject: JobsOhio Ohio Grant Agreement - Athens Armory

Hello Mayor,

Attached is your JobsOhio Ohio Grant Agreement. Please be sure to review the grant agreement in full. If you have any questions about the document including, but not limited to: completion of the metrics, eligible costs, the reimbursement process, or reporting, I am happy to assist. Please track any changes you make to the document through the link provided in this email and we will review the redlines. Once you are ready to execute the agreement please indicate so, and our team will route to you via DocuSign to obtain your electronic signature.

Thank you!

Hannah Baumgartel, MPA

Program Manager, Sites

baumgartel@jobsOhio.com

m. +1.937.508.3381

JobsOhio.com

This email is not a public record per Ohio Revised Code 187.04(C).

This email is not a public record per Ohio Revised Code 187.04(C).

0--23

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AMENDING ORDINANCE 11-23 AUTHORIZING CONSTRUCTION OF THE NEW FIRE HEADQUARTERS, PROJECT #346.

WHEREAS, Ordinance 49-23 provided for the issuance of bonds for the purpose of financing the costs associated with construction of a new fire station in the amount of \$4 million; and

WHEREAS, it is necessary to amend Ordinance 11-23 to replace the General Fund and ARPA Fund authorizations with those provided through the bond proceeds;

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

SECTION I: Sections II and III of Ordinance 11-23 are hereby amended to read as follows:

Section II: The 2023 Appropriation Ordinance, 0-155-22, is hereby amended by appropriating from the unappropriated balance the following sums:

~~Three Million Dollars (\$3,000,000.00) to General Fund, Fire, 101.208, T.C. 500;~~

Eight Million Four Hundred Thousand Dollars (\$8,400,000.00) to Safety Services Fund, Fire, 206.208, T.C. 500; and

~~One Million Dollars (\$1,000,000.00) to ARPA Fund, 286, T.C. 500,~~ **Four Million Dollars (\$4,000,000.00) to Safety Services Fund, Fire, 206.208, T.C. 500,** and increasing the total appropriations by said amounts.

Section III: The Service-Safety Director is hereby authorized to expend up to Thirteen Million Six Hundred Seventy Thousand Dollars (\$13,670,000.00) as follows:

~~Three Million Six Hundred Seventy Thousand Dollars (\$3,670,000.00) from General Fund, Fire, 101.208, T.C. 500, that includes (\$70,000.00) authorized by Ordinance 18-22, for planning/preliminary engineering; and (\$600,000.00), authorized by Ordinance 84-22, for design and construction management services;~~

~~Nine Million Dollars (\$9,000,000.00)~~ **Thirteen Million Dollars (\$13,000,000.00)** from Safety Services Fund, Fire, 206.208, T.C. 500, that includes (\$600,000.00) for land purchase and site preparation, authorized by Ordinance 121-22; and

~~One Million Dollars (\$1,000,000.00) from ARPA Fund, 286, T.C. 500, for said Project #346.~~

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



499 Richland Avenue Athens, Ohio 45701
Phone: 740-589-5001 Fax: 740-589-5004
rbuckley@buckleygroupllc.com

DESCRIPTION OF A 21.75 ACRE PARCEL

Situated in Canaan Township, Athens County, State of Ohio

Being a **21.75 acre** parcel of land located in part of Fraction 2, Section 9, Canaan Township, City of Athens, Township 05 North, Range 13 West, Ohio Company Purchase, Athens County, State of Ohio and being part of a 75.320 acre parcel as conveyed to the City of Athens by a deed recorded in Deed Book 112 at Page 733 of said county deed records and being more fully bounded and described as follows:

Beginning at an iron pin (set), being a point on the southerly right of way line of U. S. Route 50, a variable width right of way per Ohio Department of Transportation Project ATH-50-18.54, being the southwesterly corner of Lot 18 of Frank J. Hills Addition as platted in Plat Book 5 at Page 82 of said county plat book records;

With the southerly right of way line of said U.S. 50 the following five courses:

- Course No. 1:** Thence, S 43° 39' 43" E, 21.06 feet to an iron pin (set);
- Course No. 2:** Thence, N 70° 19' 19" E, 100.10 feet to an iron pin (set);
- Course No. 3:** Thence, S 35° 27' 27" E, 341.58 feet to an iron pin found (R/W Marker);
- Course No. 4:** Thence, S 43° 25' 12" E, 442.15 feet to an iron pin found (R/W Marker);
- Course No. 5:** Thence, S 47° 57' 25" E, 466.36 feet to an iron pin found (R/W Marker), being a point on the easterly line of Fraction 2 and a point on the westerly line of a 3.217 acre parcel as conveyed to JJ Jacobs Developing, LLC by a deed recorded in Official Record Book 284 at Page 722 of said county deed records;
- Course No. 6:** Thence, S 03° 10' 20" W, with the easterly line of said 75.320 acre parcel, the easterly line of said Fraction 2 and the westerly line of said 3.217 acre parcel, 688.06 feet to an iron pin (found 1" bolt), being a corner of said 75.320 acre parcel and a point on the northerly line of a 27.080 acre parcel as conveyed to JBH Investments, LLC by a deed recorded in Official Records Book 512 at Page 597 of said county deed records;
- Course No. 7:** Thence, N 86° 49' 40" W, with a line of said 75.320 acre parcel and a line of said 27.080 acre parcel, 262.58 feet to an iron pin (set);
- Course No. 8:** Thence, N 37° 22' 23" W, with a new division line through said 75.320 acre parcel, passing Point 'A' at 941.82 for reference, a total distance of 1776.90 feet to an iron pin (set), referenced as Point 'B', being a point on the southeasterly line of a 13.043 acre parcel as conveyed to David Leatherwood by a deed recorded in Official Records Book 482 at Page 1354 of said county deed records;
- Course No. 9:** Thence, N 69° 59' 00" E, 448.75 feet to the **Point of Beginning**, containing **21.75 acres**, more or less, leaving a residual of 53.57 acres, and being subject to all legal rights of way and easements of record.

Said **21.75 acre** parcel being subject to the following:

Being a 30 foot in width Ingress/Egress easement more fully described as follows:

Being 30 feet parallel and southeasterly and southwesterly of the following described line:

Beginning at Point 'B', as referenced in the description of said 21.75 acre parcel;

Thence, N 69° 59' 00" E, 448.75 feet to an iron pin (set);

Thence, S 43° 39' 43" E, 21.06 feet to an iron pin (set);

Thence, N 70° 19' 19" E, 100.10 feet to an iron pin (set) and the point of terminus with the
southwesterly right of way of said U.S. Route 50;

Also being a 20 foot in width temporary easement, being 10 feet either side and parallel with the
following described centerline:

Beginning at Point 'A', as referenced in the description of said 21.75 acre parcel;

Thence, N 52° 08' 29" E, 546.78 feet to the point of terminus with the southwesterly right of way
line of said U.S. Route 50;

Being part of parcel number E010010013200.

Bearings, coordinates and distances are based on Ohio State Plane (South Zone) Grid,
NAD83 (CORS 96) datum.

Plat of survey is attached hereto and made a part thereof.

All iron pins set being 3/4" x 30" rebar with plastic cap stamped "Buckley Group -04153".

This description was prepared under the direct supervision of Ryan D. Buckley, Registered
Surveyor No. 8676 and is based on a field survey performed by The Buckley Group, LLC
completed in June 2023.

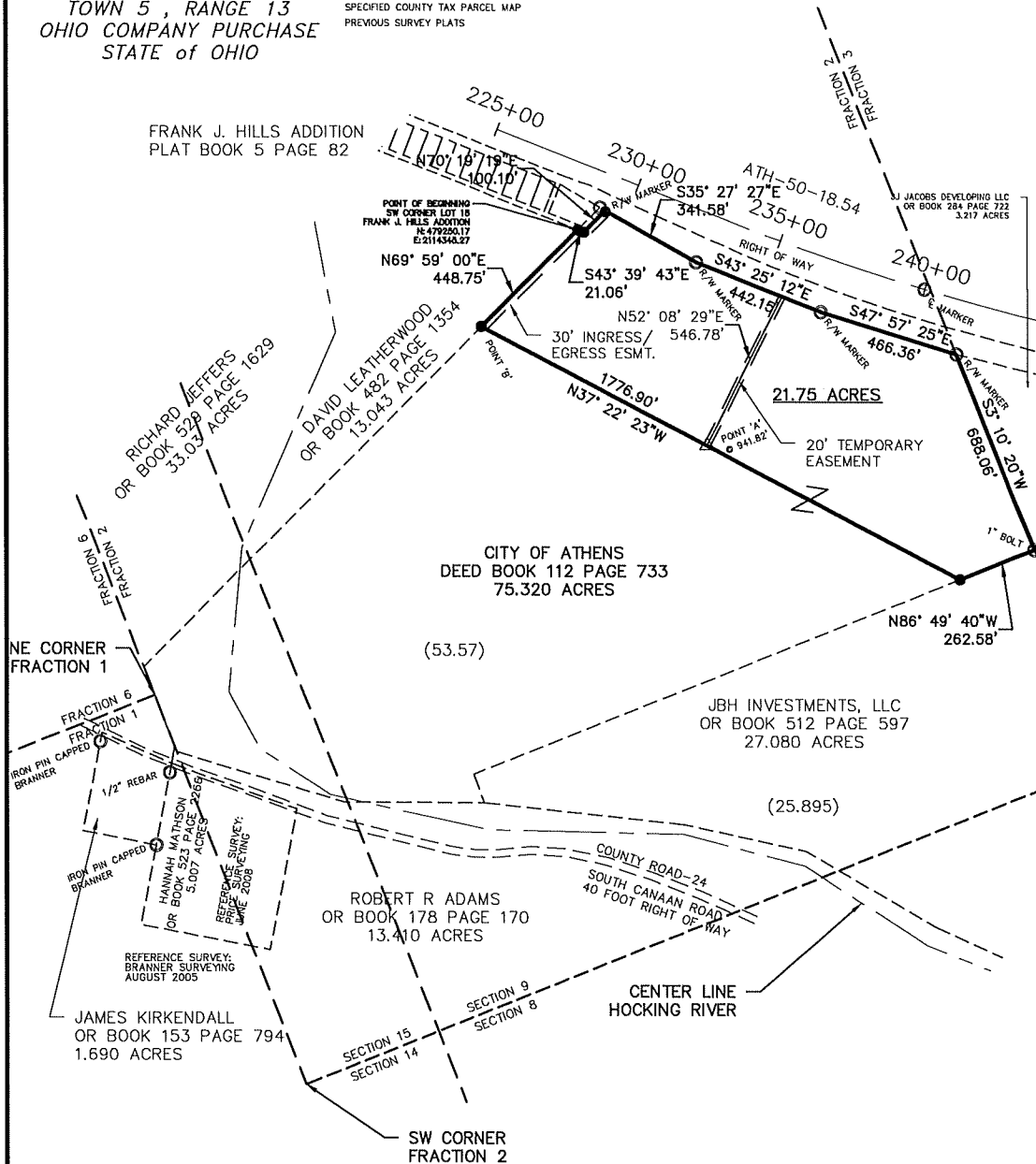
June 19, 2023

Date

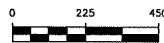
Ryan D. Buckley, Professional Surveyor No. 8676

ATHENS COUNTY
CANAAN TOWNSHIP
SECTIONS 8 & 9
TOWN 5, RANGE 13
OHIO COMPANY PURCHASE
STATE OF OHIO

PERTINENT DOCUMENTS AND
SOURCES OF DATA USED:
DEED REFERENCES (AS NOTED)
SPECIFIED COUNTY ROADWAY MAP
SPECIFIED COUNTY TAX PARCEL MAP
PREVIOUS SURVEY PLATS



LEGEND	
○	MONUMENT FOUND
●	MONUMENT SET
△	POINT



1 INCH = 450 FEET
NOTE: DRAWING SCALE MAY BE
ADJUSTED DUE TO REPRODUCTION

ATTENTION:
THIS PLAT OF SURVEY REPRESENTS
THE MINIMUM STANDARDS FOR BOUNDARY
SURVEYS IN THE STATE OF OHIO AS
ADOPTED 5-1-80 OF THE ADMINISTRATIVE
CODE CHAPTER 4733-37. LOCAL
GOVERNING REQUIREMENTS IF MORE
STRINGENT, SHALL BE ADHERED TO.

BASIS OF BEARINGS:
STATE PLANE COORDINATE SYSTEM
OHIO SOUTH ZONE, NAD 83

DATE	6/19/23
DRWN.	JDC
CHKD.	RDB
JOB NO.	232176

PLAT OF SURVEY
SURVEYED FOR:
CITY OF ATHENS
30 CURRAN DRIVE
ATHENS, OHIO 45701



buckleygroup
engineering+surveying

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RYAN D. BUCKLEY
PROFESSIONAL SURVEYOR No. 8676
STATE OF OHIO
DATE: 6/19/23

