



AGENDA
ATHENS CITY COUNCIL
MONDAY, OCTOBER 2, 2023 -
BOND COUNSEL PRESENTATION AT 6:00PM

CITY COUNCIL MEETING AT 7:00 PM
e-mail: dwalker@ci.athens.oh.us
Streaming is available at www.ci.athens.oh.us/video

1. Establish Quorum

2. Disposition of Minutes:

- Regular Session held September 18, 2023
Special Session held September 25, 2023

3. Communications

4. Reports and Communications from Other Elected Officials

5. Ordinances for Third Reading:

0-83-23

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO EXECUTE A 25-YEAR REPLACEMENT EASEMENT WITH OHIO UNIVERSITY FOR AN EXISTING WATERLINE.

Introduced by Council Member Grace

0-88-23

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE LE-AX REGIONAL WATER DISTRICT FOR RELEASE OF CERTAIN REAL ESTATE PARCELS TO THE CITY FOR WATER SERVICE ALONG DAIRY LANE.

Introduced by Council Member McCarey

0-89-23

AN ORDINANCE DECLARING CERTAIN POLICE DEPARTMENT FIREARMS NO LONGER NEEDED FOR A MUNICIPAL PURPOSE. Introduced by Council Member McCarey

0-90-23

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE STATE OF OHIO,

DEPARTMENT OF TRANSPORTATION, FOR SIDEWALK, ACCESSIBILITY, AND TRAFFIC SIGNAL IMPROVEMENTS IN THE UPTOWN AREA, PROJECT (#329); AND DECLARING AN EMERGENCY.

Introduced by Council Member Risner

0-91-23

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY, AND ENTER INTO CONTRACTS FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING SERVICES FOR THE UPTOWN IMPROVEMENTS PROJECT (#329).

Introduced by Council Member Risner

0-92-23

AN ORDINANCE AMENDING THE 2023 APPROPRIATION ORDINANCE 155-22.

Introduced by Council Member Crowl

6. Ordinances for Second Reading:

0-93-23

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 9, GENERAL REGULATIONS, CHAPTER 9.05, FIRE CONTROL; PETROLEUM LIQUIDS, SECTION 9.05.99, PENALTIES.

Introduced by Council Member McCarey

0-94-23

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AND ADDENDUM WITH THE OHIO ORGANIZED CRIME INVESTIGATIONS COMMISSION, TASK FORCE #22-09.

Introduced by Council Member McCarey

7. Ordinances for First Reading:

0-96-23

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

Introduced by Council Member McCarey

0-97-23

AN ORDINANCE AMENDING ATHENS CITY ZONING CODE, TITLE 23, CHAPTER 23.03, GENERAL REGULATIONS AND PERMITTED MODIFICATIONS, SECTION 23.03.13 (L) (1) (a), SIGN REGULATIONS.

Introduced by Council Member Grace

0-98-23

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY NO LONGER NEEDED FOR A MUNICIPAL PURPOSE.

Introduced by Council Member Grace

0-99-23

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED.

Introduced by All Members of Council

0-100-23

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED, SECTION 5.04.08, SEWER RATES.

Introduced by All Members of Council

0-101-23

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 7, TRAFFIC CODE, CHAPTER 7.05, PARKING REGULATIONS, SECTIONS 7.05.22 AND 7.05.26.

Introduced by Council Member Risner

0-102-23

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED, TO INCLUDE SECTIONS 7.05.22 AND 7.05.26, PARKING RATES.

Introduced by Council Member Risner

0-103-23

AN ORDINANCE AMENDING THE 2023 APPROPRIATION ORDINANCE 155-22.

Introduced by Council Member Crawl

0-104-23

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.

Introduced by Council Member Crawl

0-105-23

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.

Introduced by Council Member Crawl

0-106-23

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.
Introduced by Council Member Crowl

0-107-23

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CULTURAL PROJECT COOPERATIVE USE AGREEMENT, THE ATHENS HALL OF HONOR VETERANS MEMORIAL, WITH THE STATE OF OHIO (GENERAL ASSEMBLY), FOR FUNDS GRANTED IN H.B. 687, AS PART OF THE ARMORY PROJECT #313.

Introduced by Council Member Crowl

0-108-23

AN ORDINANCE ESTABLISHING A "SPECIAL REVENUE FUND" POLICY FOR THE CITY OF ATHENS.

Introduced by Council Member Crowl

8. Announcements & Other Business:

- Motion to Accept the July and August 2023 Financial Reports
- Motion to Accept the May, June, July and August 2023 Credit Card Transactions
- City Council Appointment to the Tax Review Board

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

10. 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.

0-83-23

Introduced by Sarah Grace, Chair
Planning & Development Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO EXECUTE
A 25-YEAR EASEMENT WITH OHIO UNIVERSITY TO REPLACE A WATERLINE.

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 execute a 25-year easement agreement with Ohio University, commencing on August 1, 2023 and expiring on July 31, 2048, to replace a waterline, for the total consideration of Eighteen and 04/100 Dollars (\$18.04), a copy of said agreement 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

STATE OF OHIO EASEMENT

This Agreement (hereinafter referred to as "Agreement"), dated as of _____, 2023, is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as "State"), for and on behalf of the Ohio University (hereinafter referred to as "Agency"), and The City of Athens, a municipality, duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 8 East Washington Street, Athens, Ohio 45701, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State is the owner, in fee simple, of the land described in Exhibit "A" attached hereto and made a part hereof and more particularly depicted in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"). Further reference is made to DAS File No. 886 on file with the State; and

WHEREAS, Grantee desires to obtain from State an easement in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain 14-inch water main line upon the Easement Area; and

WHEREAS, Agency requested the State prepare this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. USE OF PREMISES.

State does hereby grant a non-exclusive easement unto Grantee to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a 14-inch water line (hereinafter referred to as "Improvement"). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

II. TERM.

The term of this Agreement shall be for Twenty Five (25) years, commencing on August 1, 2023 (hereinafter referred to as "Commencement Date"), and expiring on July 31, 2048 (hereinafter referred to as "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph X hereof.

III. CONSIDERATION.

Grantee shall pay to Agency the total sum of Eighteen and 04/100 Dollars (\$18.04) in consideration of State's granting an easement. Grantee shall tender such payment payable to the "Treasurer, State of Ohio" to Agency upon delivery to Grantee of a fully executed counterpart of this Agreement.

IV. CONSTRUCTION/MAINTENANCE.

- (A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines, including compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.
- (B) If the surface of the ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not less than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay State for all damages caused thereto.
- (C) Grantee shall notify State immediately when any installation belonging to a party other than Grantee, or any unusual condition, is encountered in the Easement Area.
- (D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.
- (E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.
- (F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.
- (G) Grantee shall maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any maintenance and repairs shall be performed in a good and workmanlike manner.

V. LIABILITY.

Grantee shall indemnify and hold State harmless, so far as permitted by Ohio law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Grantee's occupation and use of the Easement Area and

operation or maintenance of the Improvement. Nothing contained herein shall be deemed to be a waiver by State of any legal or factual defenses, which State may enjoy.

The provisions of this Paragraph V shall survive the expiration or termination of the term of this Agreement.

VI. INSURANCE.

At all times during the term of this Agreement, Grantee shall maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the Easement Area. At State's request, Grantee shall provide written proof to assure that the appropriate levels of financial responsibility are being retained. Failure to comply with this clause shall constitute a default of this Agreement.

VII. MECHANIC'S LIENS.

- (A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.
- (B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or bond off such lien or encumbrance.

VIII. TAXES/ASSESSMENTS.

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

IX. ASSIGNMENT.

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason

of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

X. TERMINATION.

This Agreement may be terminated by State upon ninety (90) days' notice given to Grantee if the Easement Area, or any portion thereof, is needed by State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall remove, or cause the removal of all component parts of the Improvement and restore the Easement Area to its original condition, at its own cost and expense, if State so requests. Grantee shall have no claim against State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated at any time by Grantee by delivering written notice to State and Agency setting forth the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, at its own cost and expense, if State so requests, and shall restore the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement. Failure to remove the Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

XI. DEFAULT.

- (A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.
- (B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.
- (C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the

removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.

- (D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.
- (E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

XII. RECORDATION.

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

XIII. RIGHTS CUMULATIVE.

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

XIV. WAIVER.

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

XV. NOTICES, DEMANDS OR INSTRUMENTS.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

- (a) with respect to State, addressed to:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning

4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

- (b) with respect to Agency, addressed to:
Office of Real Estate
1 Ohio University
Athens, Ohio 45701
Attention: Director of Real Estate

and,

- (c) with respect to Grantee, addressed to:
City of Athens
City Service-Safety Director
8 E. Washington Street
Athens, Ohio 45701
Attention: Andrew Stone, Service-Safety Director

With copy to:

City of Athens
Legal Department
8 E. Washington Street, Suite 301
Athens, Ohio 45701
Attention: Law Director

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

XVI. MODIFICATIONS.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both State and Grantee.

XVII. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

XVIII. HEADINGS.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

XIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.

Grantee hereby certifies that neither Grantee nor any of Grantee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

XX. INDEPENDENT CONTRACTOR STATUS.

It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Agency, or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

Intentionally Left Blank

The terms of the within State of Ohio Easement are accepted and agreed to by Ohio University.

By: _____ Date: _____
Mark Heil
Vice President of Finance and Administration

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

GRANTOR
The STATE OF OHIO

By: _____
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this _____ day of _____, 2023, before me personally appeared _____ who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

Notary Public, State of Ohio
My Commission Expires: _____

GRANTEE
The City of Athens
an Ohio Municipality

By: _____
Andrew Stone

Title: City Service-Safety Director

ACKNOWLEDGMENT

State of Ohio, Athens County, ss:

On this _____ day of _____, 2023, before me personally appeared Andrew Stone, City Service-Safety Director, for the City of Athens, an Ohio municipality, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of The City of Athens and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of The City of Athens.

Notary Public, State of Ohio
My Commission Expires _____

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

Exhibit "A"

Legal Description

Being an easement over and through the following described premises being in the city of Athens, Athens County and state of Ohio, said easement being thirty (30) feet in width, being fifteen (15) feet on either side of the following described lines:

Beginning at a point eighteen (18) feet southerly and fifteen (15) feet westerly of the southeast corner of Outlot No. 7; thence South eight degrees thirteen minutes West, a distance of 142.3 feet, parallel to and fifteen (15) feet westerly of the right-of-way line of Richland Avenue, to a point and containing 0.10 acres, more or less.

Exhibit "B"

Drawing

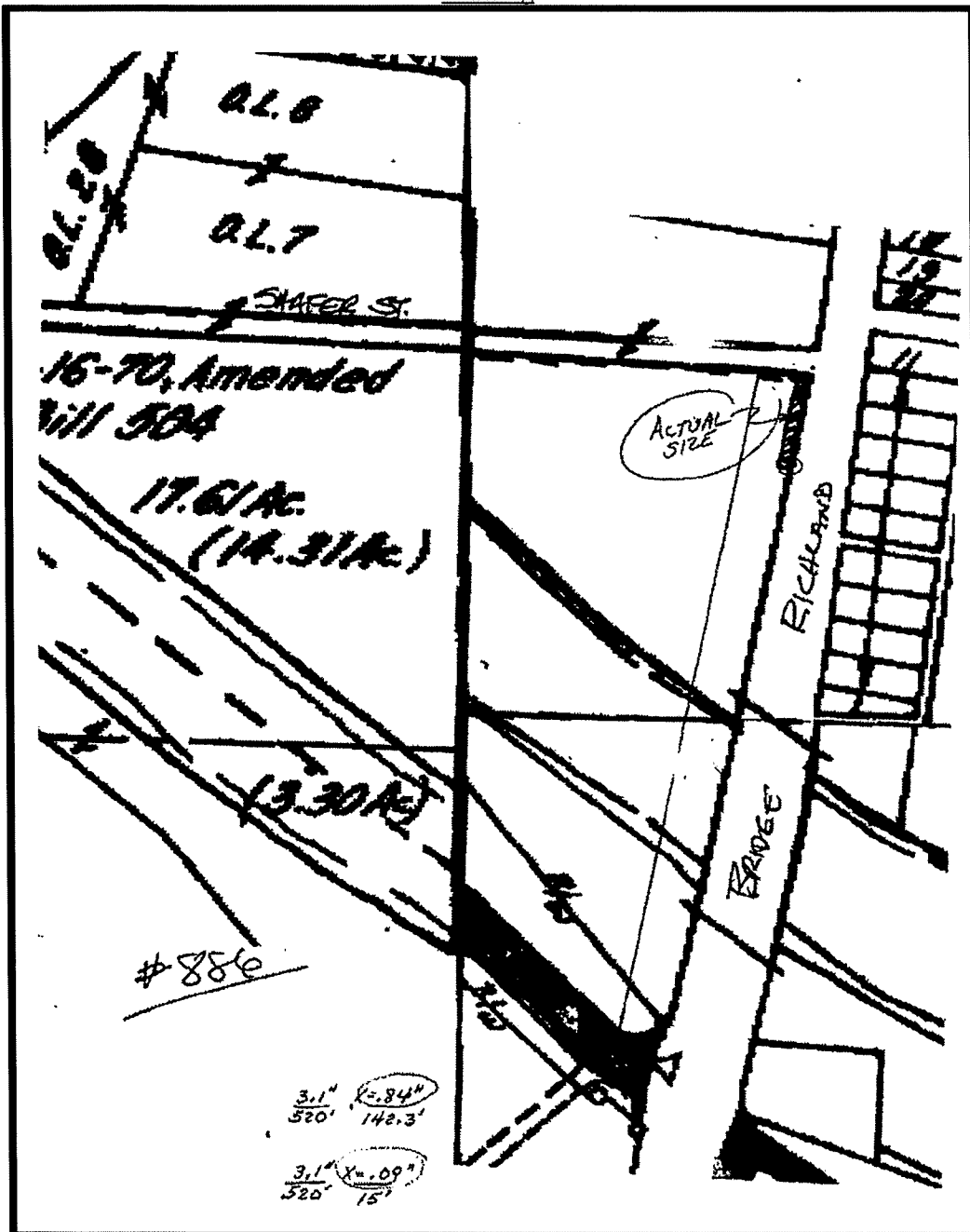
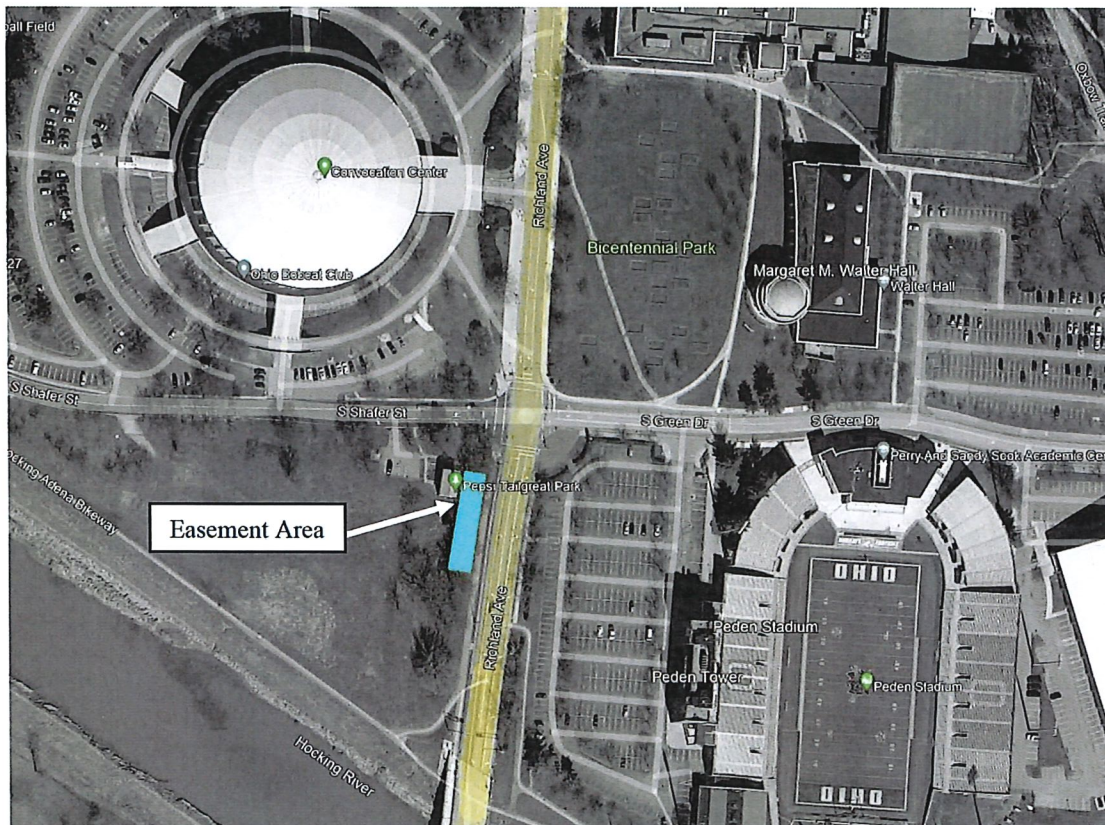


Exhibit "B"
(continued)



0-88-23

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE LE-AX REGIONAL WATER DISTRICT FOR RELEASE OF CERTAIN REAL ESTATE PARCELS TO THE CITY FOR WATER SERVICE ALONG DAIRY LANE.

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 agreement with the Le-Ax Regional Water District for the release of certain real estate parcels to the City for water service along Dairy Lane, a copy of the Agreement and Athens County Parcel Numbers are attached hereto and incorporated herein by reference.

SECTION II: The 2023 Appropriation Ordinance 155-22 is amended by appropriating from the unappropriated balance the sum of One Hundred Seventy-Eight Thousand Dollars (\$178,000.00) to Water Fund, Administration, 740.636, T.C. 300, and increasing the total appropriations by said amount.

SECTION III: The Service-Safety Director is further authorized to expend up to One Hundred Seventy-Eight Thousand Dollars (\$178,000.00) to Water Fund, Administration, 740.636, T.C. 300, for said Le-Ax release agreement.

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

**AGREEMENT
TO RELEASE CERTAIN PARCELS
FROM THE LE-AX REGIONAL WATER DISTRICT
TO THE CITY OF ATHENS
FOR WATER SERVICE**

WHEREAS, certain property with street addresses of 7990 Dairy Lane, Athens, OH 45701; 8000 Dairy Lane, Athens, OH 45701; 8225 Dairy Lane, Athens, OH 45701; 8044 Dairy Lane, Athens, OH 45701; 8133 Dairy Lane, Athens, OH 45701; and 8181 Dairy Lane, Athens, OH 45701 and other undeveloped parcels along Dairy Lane, being within the Athens City boundaries, listed on Exhibit A by Athens County Auditor Parcel Numbers, attached hereto and incorporated herein by reference, are currently provided water service by Le-Ax Regional Water District; and

WHEREAS, the Le-Ax Regional Water District Board of Trustees previously adopted a policy that permits the release of certain parcels from the Le-Ax Regional Water District so water service can be provided by the City of Athens when such parcel or parcels are at the perimeters of the Le-Ax Service Area, either within or sufficiently close to the City, and can be accommodated by the City of Athens, after payment to Le-Ax Regional Water District of an amount determined by Le-Ax Regional Water District for release of such acreage.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, in consideration of \$178,000.00 paid by the City of Athens to Le-Ax Regional Water District, an ORC Chapter 6119 Regional Water District, Le-Ax Regional Water District hereby releases the parcels listed in Exhibit A from its District so those parcels can be served and provided municipal water by the City of Athens.

LE-AX REGIONAL WATER DISTRICT

By: _____ Date _____
John Simpson, General Manager

CITY OF ATHENS

By: _____ Date _____
Andy Stone, Athens City Service Director

Dairy Lane Parcel #/Address/Owner

Parcel #: A029050100200/ 8493 Dairy Lane/ City of Athens

Parcel #: A029050100300/ City of Athens

Parcel #: A029050100500/ S Park Dr (added just in case you needed it)/ City of Athens

Parcel #: A029050100400/ City of Athens

Parcel #: A029050100700/ 8225 Dairy Lane/ President and Board of Trustees of Ohio University

Parcel #: A029050101600/ 9 Dairy Lane/ State of Ohio

Parcel #: A029050100800/ President and Board of Trustees of Ohio University

Parcel #: A029050100900/ President and Board of Trustees of Ohio University

Parcel #: A029050101000/ Judith E Jones

Parcel #: A029050101100/ 8181 Dairy Lane/ Judith E Jones

Parcel #: A029050101200/ State of Ohio for the Benefit of the President & Trustees of Ohio University

Parcel #: A029050101300/ President and Board of Trustees of Ohio University

Parcel #: A029050101400/ President and Board of Trustees of Ohio University

Parcel #: A029050101500/ 8133 Dairy Lane/ Ohio University

Parcel #: A029050103000/ State of Ohio

Parcel #: A029050101700/ 8044 Dairy Lane/ Comm. Mental Health and Mental Retardation Service and Facilities

Parcel #: A029050101800/ Athens, Hocking, and Vinton Comm. Mental Health Board

Parcel #: A029050101900/ Athens, Hocking, and Vinton Comm. Mental Health Board

Parcel #: A029050102400/ Dairy Barn of Southeastern Ohio Cultural Arts Center

Parcel #: A029050102000/ Dairy Barn of Southeastern Ohio Cultural Arts Center

Parcel #: A029050102100/ 8000 Dairy Lane/ Dairy Barn of Southeastern Ohio Cultural Arts Center

Parcel #: A029050102300/ 7976 Dairy Lane/ Athens, Hocking, and Vinton Comm. Mental Health Board

Parcel #: A029050102200/ 7990 Dairy Lane/ Comm. Mental Health and Mental Retardation Service and Facilities

Parcel #: A029050101600/ State of Ohio

Parcel #: A010010064404/ Ohio Department of Mental Health

Parcel #: A029050100200/ City of Athens

Parcel #: A029050001100/ BVSHSSF Athens, LLC

0-89-23

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE DECLARING CERTAIN POLICE DEPARTMENT FIREARMS 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 forty-nine (49) firearms, eight (8) cases of ammunition, and assorted firearms related equipment, as per the list attached hereto and incorporated herein by reference, no longer needed for a municipal purpose:

SECTION II: The Service-Safety Director is hereby authorized to dispose of said firearms, ammunition and related items as trade-in to a Federally Licensed Firearms Dealer, or disposal by destruction.

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

	Make	Model	Caliber	Serial #
1	Bersa	BP9CC	9x19	J73111
2	Canik	TP9	9x19	T6472-21BH23115
3	CZ	Scorpion EVO 3	9x19	E000333
4	Davis Industries	P-380	380	AP195657
5	Glock	30s	45	BAWK254
6	Glock	22	40	DKL988
7	Glock	19	9x19	XTK835
8	Glock	43x	9x19	BKG682
9	Glock	17	9x19	UUC528
10	High Standard	Sentinel	22	damaged
11	Iver Johnson	50 Sidewinder	32	E4984
12	Jennings	Bryco 59	9x19	1047759
13	Kahr	CW45	45	damaged
14	Lorcin	L25	25	117197
15	Lorcin	L380	380	133171
16	Magnum Research	Micro Desert Eagle	380	ME12876
17	Mossburg	185k-a	20 gauge	none
18	Remington	870	12 gauge	794182V
19	Ruger	P89	9x19	312-13633
20	Ruger	LCP	380	372127738
21	Ruger	SR40c	40	343-07252
22	SAR	CM9	9x19	T1102-17BD00582
23	SCCY	CPX-2	9x19	73333
24	Sig Sauer	P226	9x19	U434745
25	SMG	M16	22	damaged
26	Smith and Wesson	5906	9x19	TDE8884
27	Smith and Wesson	M&P Shield 40	40	HWA4897

	Make	Model	Caliber	Serial #
28	Smith and Wesson	SW40VE	40	PBP1296
29	Smith and Wesson	10-6	38	21351
30	Smith and Wesson	M&P	9x19	DTF6194
31	Smith and Wesson	SD9	9x19	FDT3574
32	Smith and Wesson	MP Shield 2.0	45	JEP3192
33	Smith and Wesson	SD40	40	FEB 1701
34	Springfield	XD	45	S3300571
35	Springfield	XD	45	AT105369
36	Springfield	Saint	5.56	ST185514
37	Taurus	PT745pro	45	NCP59654
38	Taurus	none	38	TJ65002
39	Taurus	G3c	9x19	ABL090812
40	Taurus	Ultra-Lite	38	UG19563
41	Taurus	G3	9x19	ABA253563
42	Taurus	GX4	9x19	1GC15950
43	Thames	none	32	54278
44	TISAS	none	45	T0620-22AP02174
45	Titan	none	25	B43435
46	Traf.	Hammerless	32	89185
47	US Revolver Co.	none	22	21179
48	Walther	CCP	9x19	WK091316
49	Winchester	1400 mkII	12 ga	damaged

Ammunition			Assorted Items
Brand	Quantity	Caliber	22 caliber rifle conversion kit
Winchester	480	12 gauge	7 Glock magazines, 2 Kahr magazines
Federal	140	40 S&W	Matthews Compound Bow
Winchester	1500	40 S&W	Daisy BB air rifle
PMC	50	308	5 Simuntions Kits
UMC	242	308	Bushnell Spotting Scope
UMC	320	5.56	15 broken/junk firearms without value
Federal	100	308	Parts and Supplies for S&W and Glock
Simunition	900	38/357	

0-90-23

Introduced by Jeff Risner, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, FOR SIDEWALK, ACCESSIBILITY, AND TRAFFIC SIGNAL IMPROVEMENTS IN THE UPTOWN AREA, PROJECT (#329); AND DECLARING AN EMERGENCY.

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 State of Ohio, Department of Transportation (ODOT), for sidewalk, accessibility, and traffic signal improvements in the uptown area, Project (#329), 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 meet the timeline for federal funding, and that 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

SAM Unique Entity ID: _081281289_

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, Ohio 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 SIDEWALK, ACCESSIBILITY AND TRAFFIC SIGNAL IMPROVEMENTS IN THE UPTOWN AREA OF ATHENS (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 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.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization, for Construction, until the Form has been completed and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let

and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 2,248,277.65 as set forth in Attachment 1. ODOT shall provide to the LPA 95 percent of the eligible costs, up to a maximum of \$ 505,000.00 in Transportation Alternatives Federal funds (which includes 15% Toll Revenue Credit); 95 percent of the eligible costs, up to a maximum of \$ 500,000.00 in Safety Federal funds (which includes 15% Toll Revenue Credit); and 95 percent of the eligible costs, up to a maximum of \$ 91,726.99 in RTPO Federal funds (which includes 15% Toll Revenue Credit). These maximum amounts reflect the funding limit for the PROJECT set by the applicable Program Managers. 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). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. 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: [ODOT's Office of Local Programs](#)
- 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 [ODOT's Office of Contracts](#). 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 criterion 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.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

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

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 Good Faith Effort(s) (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.
- 12.6 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 B. Stone, City Service-Safety Director	Rich Oster, Deputy District Director
City of Athens	Ohio Department of Transportation
8 East Washington Street	338 Muskingum Drive
Athens, Ohio 45701	Marietta, Ohio, 45750
astone@ci.athens.oh.us	rich.oster@dot.ohio.gov

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



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 LTP 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

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 [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.

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 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 or electronic 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	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES	LPA FUNDS			FHWA FUNDS			TOLL REVENUE CREDIT			TOTAL
		Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
	PRELIMINARY DEVELOPMENT	\$4,827.74	5	LNTP	\$77,243.78	80	4TF7/ BH10	\$14,483.21	15	4TF7/ BH10	\$96,554.73
	FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
	ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
	PROJECT CONSTRUCTION COSTS	\$26,578.95	5	LNTP	\$425,263.16	80	4B37	\$79,736.84	15	4B37	\$531,578.95
		\$26,315.79	5	LNTP	\$421,052.53	80	4HJ7	\$78,947.37	15	4HJ7	\$526,315.79
		\$953,061.26	100	LNTP							\$953,061.26
	INSPECTION	\$140,766.92	100	LNTP							\$140,766.92
	TOTALS	\$1,151,550.66			\$923,559.57			\$173,167.42			\$2,248,277.65

Attachment 2

ATH-UPTOWN IMPROVEMENT PHASE 1
COUNTY-ROUTE-SECTION

____ 111668 ____
PID NUMBER

____ 38545 ____
AGREEMENT NUMBER

____ 081281289 ____
SAM 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:	City of Athens
Oaks Vendor ID:	0000056193
Mailing Address:	8 East Washington St
	Athens, Ohio 45701
ODOT Approval signature:	

0-91-23

Introduced by Jeff Risner, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY, AND ENTER INTO CONTRACTS FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING SERVICES FOR THE UPTOWN IMPROVEMENTS PROJECT (#329).

WHEREAS, the City received (\$1,005,000.00) in grant funding from the Ohio Department of Transportation;

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 construction, and an agreement for construction engineering services for the Uptown Improvements Project (#329).

SECTION II: The 2023 Appropriation Ordinance 155-22 is hereby amended by appropriating from the unappropriated balance the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) to Street Rehabilitation Fund, 572, T.C. 500, for said project.

SECTION III: The Service-Safety Director is hereby authorized to expend up to Two Million Two Hundred Five Thousand Dollars (\$2,205,000.00) from the following funds:

One Million Two Hundred Thousand Dollars (\$1,200,000.00) from Street Rehabilitation Fund, 572, T.C. 500; and

One Million Five Thousand Dollars (\$1,005,000.00) from ODOT Small Cities Fund, 589, for Project (#329).

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-92-23

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:

Ten Thousand Dollars (\$10,000.00) to General Fund, Law Director, 101.104, T.C. 300, for new flooring installation;

Fourteen Thousand Dollars (\$14,000.00) to General Fund, Police, 101.207, T.C. 100, for medical expense;

Eighty-One Thousand Dollars (\$81,000.00) to General Fund, Fire, 101.208, T.C. 100, for a retention grant and retirement payout;

One Hundred Dollars (\$100.00) to Cemetery Fund, 210, T.C. 100, for life insurance;

One Thousand Five Hundred Dollars (\$1,500.00) to Cemetery Fund, 210, T.C. 200-300, for administrative fees; and

Ten Thousand Dollars (\$10,000.00) to DUI Court Fund, 237, T.C. 100, for a grant, and increasing the total appropriations by the same 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

0-93-23

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 9, GENERAL REGULATIONS, CHAPTER 9.05, FIRE CONTROL; PETROLEUM LIQUIDS, SECTION 9.05.99, PENALTIES.

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

SECTION I: The Athens City Zoning Code, Title 9, General Regulations, Chapter 9.05, Fire Control; Petroleum Liquids, Section 9.05.99, Penalties, is hereby amended to read as follows:

9.05.99. – Penalties.

(A) Any person who shall violate any of the provisions of Sections 9.05.01 through 9.05.05, 9.05.07, and 9.05.09, 9.05.11, 9.05.13, and 9.05.14 of the Athens City Code shall ~~severally, for each and every such violation and noncompliance respectively,~~ be **deemed** guilty of a fourth degree misdemeanor, **punishable by not more than 30 days in jail and a fine of not more than \$250.00.** ~~as defined in Sections 2929.21 of the Ohio Revised Code.~~

(B) Any person who shall violate Section 9.05.08 of the Athens City Code, on a first offense, shall be deemed guilty of a minor misdemeanor and fined not more than \$150.00; a second offense within a two-year period shall be deemed a misdemeanor of the fourth degree, punishable by not more than 30 days in jail and a fine of not more than \$250.00; a third offense within a two year period shall be deemed a misdemeanor of the third degree, punishable by not more than sixty days in jail and a fine of not more than \$500.00; and a fourth offense within a two-year period shall be deemed a misdemeanor of the second degree, punishable by not more than 90 days in jail and a fine of not more than \$750.00. Each time a violation occurs shall constitute a separate and complete offense.

~~(B)~~(C) Whoever is convicted of or pleads guilty to a violation of 9.05.06 9.05.12 and 9.05.15 through 9.05.22 herein shall be **deemed** guilty of a minor misdemeanor as ~~defined in Section 2929.21 of the Ohio Revised Code.~~, **and fined not more than \$150.00.**

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

0-94-23

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AND ADDENDUM WITH THE OHIO ORGANIZED CRIME INVESTIGATIONS COMMISSION, TASK FORCE #22-09.

WHEREAS, the purpose of said agreement is to investigate organized criminal activity in the counties of Athens, Morgan, Noble, Monroe, Meigs and Washington;

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

SECTION I: The Service-Safety Director is hereby authorized to enter into a Memorandum of Understanding and Addendum with the Ohio Organized Crime Investigations Commission, Task Force #22-09, a copy of which is attached hereto and incorporated herein by reference.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

MEMORANDUM OF UNDERSTANDING

OHIO ORGANIZED CRIME INVESTIGATIONS COMMISSION

TASK FORCE # 22-09

FORMATION

On April 14, 2022, the Ohio Organized Crime Investigations Commission (hereinafter referred to as "Commission"), established, pursuant to Section 177.02 of the Ohio Revised Code, an organized crime Task Force (TF) # 22-09 to investigate organized criminal activity. TF # 22-09 was established as a Major Crimes Task Force, based upon the Commission's reason to believe that organized criminal activity has occurred and continues to occur in the Ohio counties of Athens, Morgan, Noble, Monroe, Meigs and Washington. The purpose of TF # 22-09 is to investigate violations of the Ohio Revised Code, including but not limited to various violations of:

- * R.C. 2903.01-02 (murder)
- * R.C. 2923.32 (corrupt activity)
- * R.C. 1315.55; 18 USC 1956 (money laundering)
- * R.C. 2925.03 (trafficking in drugs)
- * R.C. 2925.11 (possession of drugs)
- * R.C. 2925.02 (corrupting another with drugs)
- * R.C. 2905.31, *et seq.* (human trafficking)
- * R.C. 2905.01, *et seq.* (kidnapping/abduction)
- * R.C. 2925.04 (cultivation marihuana)
- * R.C. 2907.02 (rape)
- * R.C. 2903.13/2903.12/2903.11 (assault/aggravated/felonious)
- * R.C. 2923.01 (conspiracy)
- * Any statutory crimes that are derived from or connected to or related to or stemming from or are the result of the specified statutory sections.

Any information discovered by Task Force agents pertaining to any other crimes or criminal activity, unrelated to the Task Force investigation or targets thereof, shall not be investigated by the Task Force agents, but shall be reported to the appropriate law enforcement agency as soon as possible.

This Memorandum of Understanding is being executed between the signatory participating agencies ("participating agencies") listed at the conclusion of this document and the Commission. Each signatory to this Memorandum of Understanding requests and expects full cooperation among the respective agencies and the enhancement of each agency's capabilities to combat the targets of TF # 22-09 and the criminal violations for which those targets are being investigated.

COMPOSITION

The investigative jurisdiction of each agent assigned to TF # 22-09 shall be the Ohio counties of Athens, Morgan, Noble, Monroe, Meigs and Washington. For purposes of the investigation, the Task Force Director and agents shall have the powers of a peace officer throughout the counties in which the investigation is to be undertaken when the agent is participating in a Task Force investigation.

All activities of TF # 22-09 shall be governed by Ohio law as set forth in Chapter 177 of the Ohio Revised Code.

The formation, policy formulation, and investigative actions of the Task Force and its agents shall be the joint responsibility of the Executive Director of the Commission ("Executive Director") and the Task Force Director. The Task Force Director, with approval of the Executive Director, may increase the size of the investigatory staff on a temporary basis when a particular investigative need is shown. The Task Force Director may be removed by the Commission at any time.

RIGHTS AND RESPONSIBILITIES

The direct supervision of TF # 22-09 and its agents and/or employees shall be the responsibility of the Task Force Director while the agents are performing their official duties in furtherance of the Task Force's objectives. The Task Force Director shall approve and maintain timesheets for all investigatory staff, and shall provide those timesheets to the Executive Director on a bi-weekly basis. Every agent assigned to TF # 22-09 agrees to abide by the directives of the Task Force Director as to case openings, case and personnel assignments, and other matters necessary for the successful operation of the Task Force. No order or directive of the Task Force supersedes the agent's responsibility to follow the rules, policies or directives of his/her agency.

The Commission shall be responsible for any necessary and actual expenses incurred by the Task Force Director and/or agent(s), including expenses incurred for food, lodging, or travel, and any other necessary and actual expenses of the investigation into organized criminal activity conducted by the Task Force. These costs shall be reimbursed in accordance with the regulations of the Office of the Attorney General for the State of Ohio. For purposes of workers' compensation and the allocation of liability for any death, injury, or damage they may cause in the performance of Task Force duties, a Task Force Director and/or agent(s), during the period for which the Task Force is assembled, and while performing official duties in furtherance of the Task Force's objectives, shall be considered to be employees of the Commission and of the State.

The Commission shall provide funding for TF # 22-09 in an amount to be determined by and consistent with the budget of the Commission. Said funding shall be for office space, office supplies, travel expenses, clerical and support personnel, and other expenses incurred in acquiring evidence and information during the operation of TF # 22-09. The Commission shall provide the Task Force Director and each member of the Task Force with appropriate credentials that identifies the Agent and their position and authority under the Task Force. If necessary, the Commission shall provide office space for the operation of TF # 22-09. The Commission shall provide any necessary clerical and administrative support that the participating agencies cannot provide. All support equipment, necessary for the investigation, for example, vehicles, cameras and radios, shall be,

primarily, the collective responsibility of the participating agencies. The Commission shall provide all additional reasonably necessary equipment.

CONFIDENTIALITY

The existence of TF # 22-09, all information relating to the formation and operation of the TF # 22-09, as well as all investigative activity of TF # 22-09, shall remain confidential and undisclosed until an indictment is returned or a criminal action or proceeding is initiated in a court of proper jurisdiction. Once an indictment is returned or a criminal action or proceeding is initiated in a court of proper jurisdiction, the Task Force participating agencies may waive confidentiality as to the subject of the indictment or criminal action or proceeding. However, where the Task Force adopts new targets or has parallel investigations that are not the subject of the indictment or criminal action or proceeding the confidentiality provisions of Chapter 177 remain in effect.

Any information gathered and/or report(s) generated by TF # 22-09 during the course of its investigation that is maintained by the Task Force, a prosecutor, the Attorney General, a special prosecutor, or the Commission is deemed a confidential law enforcement investigatory record for purposes of O.R.C. 149.43. This determination does not, however, affect or limit the right of discovery granted under the Ohio Revised Code, the Rules of Criminal Procedure, and/or the Rules of Juvenile Procedure. The Executive Director or the Task Force Director shall periodically inform the agency heads of the participating agencies on the status of the investigation. Information relating to the status of the Task Force investigation shall only be provided to the agency head or his designee.

Each Agent assigned to TF # 22-09 shall agree, as a condition of assignment to the Task Force, that the duties, responsibilities, and assignments of TF # 22-09 take precedence over any outside or secondary employment. Any conflicts between TF # 22-09 responsibilities and outside or secondary employment shall be resolved in favor of the TF # 22-09 work assignment. Failure to abide by this shall be considered cause for dismissal of the agent by the Task Force Director from TF # 22-09.

CUSTODIAN OF THE RECORDS

As soon as reasonably practicable, but not later than sixty (60) days after the creation of TF # 22-09, the Task Force Director shall designate which of the participating agencies will be the custodian for all records, documents and/or evidence seized, created or stored during the existence of and after the conclusion of TF # 22-09. Without delay, the Task Force Director shall advise the Commission of the participating agency designated as the custodian of the records for TF # 22-09. Upon conclusion of TF # 22-09, all records, documents and/or evidence seized, created or stored during the existence of TF # 22-09 will be given to the agency deemed the custodian of the records to maintain pursuant to its records retention schedule.

FORFEITURE

Absent the express authorization of the OOCIC Executive Director, all assets, subject to forfeiture, seized by TF # 22-09, shall be forfeited to OOCIC TF # 22-09 for distribution in

CONFIDENTIAL-NOT FOR DISSEMINATION

accordance with this MOU as set forth below. In the event that assets of any individual or entity are forfeited to TF # 22-09, the proceeds from the forfeited assets shall be shared in the following manner:

1. All costs and expenses incurred by The Commission related to this investigation shall be paid first. The Executive Director has discretion to cap this restitution at 25% of the total assets forfeited. These costs and expenses include, but are not limited to, any necessary and actual expenses incurred by the Task Force Director and/or agent(s) for food, lodging, or travel; payments to informants or cooperating witnesses; monies expended for the purchase of contraband, stolen property, and any other necessary expenses of the investigation into organized criminal activity incurred by the Task Force. These costs shall be reimbursed in accordance with the regulations of the Office of the Attorney General for the State of Ohio.
2. All costs and expenses related to the forfeiture shall be paid next. These costs and expenses include, but are not limited to, payments to informants or cooperating witnesses, costs for filing fees, and costs for storage, transportation and/or sale or disposal of the forfeited asset.
3. Participating county prosecutor's offices shall receive twenty-five percent (25%) of all assets, including administrative seizures, forfeited in a County Court of Common Pleas, after the provisions of paragraphs one and two are met. Distribution of the forfeiture will be based on the active prosecution by the county prosecutor's office as determined by the prosecutors as a group.
4. For all assets forfeited in a County Court of Common Pleas, the participating agencies shall each receive shares pro-rated on the number of total hours their officers participated in the Task Force, after expenses are paid pursuant to paragraphs one and two, and three.
5. For all assets forfeited in the United States Federal Court, Northern or Southern District of Ohio, the participating agencies shall each receive shares pro-rated on the number of total hours their officers participated in the Task Force, after expenses are paid pursuant to paragraphs one and two, and three (if applicable), above.

(For purposes of determining shares, an agency's total hours will be based on timesheets detailing hours spent on Task Force business that have submitted to and approved by the Task Force director.)

The following signatures indicate each person has read and accepts the conditions of this Memorandum of Understanding. This Memorandum of Understanding is not intended to confer any rights, privileges, or benefits upon any individuals or entities beyond those conferred by Chapter 177 of the Ohio Revised Code.

McConnelsville Police Department



Thomas Jenkins II, Chief
McConnelsville Police Department

9-1-22
Date

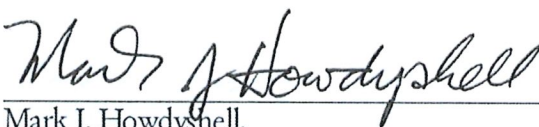
Washington County Prosecutor's Office

Nicole T. Coil

Nicole Coil,
Washington County Prosecutor

4/20/23
Date

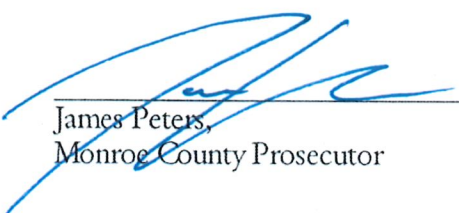
Morgan County Prosecutor's Office



Mark J. Howdysnell,
Morgan County Prosecutor

04/05/2023
Date

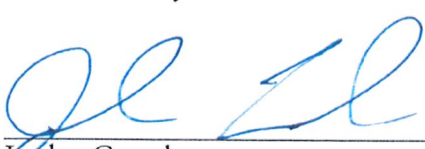
Monroe County Prosecutor's Office



James Peters,
Monroe County Prosecutor

10/25/22
Date

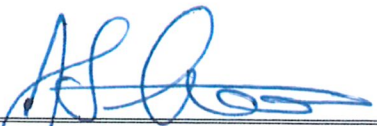
Noble County Prosecutor's Office



Jordan Croucher,
Noble County Prosecutor

6/7/22
Date

22-09 Task Force Director


Joshua Staats, Lt.
Washington County Sheriff's Office

6-7-2022
Date

Washington County Sheriff's Office


Larry R. Mincks, Sr., Sheriff
Washington County Sheriff's Office

6-8-2022
Date

Monroe County Sheriff's Office


Charles Black, Sheriff
Monroe County Sheriff's Office

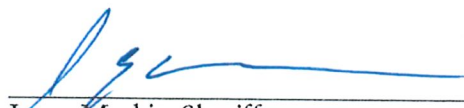
6-7-2022
Date

Morgan County Sheriff's Office


Douglas McGrath, Sheriff
Morgan County Sheriff's Office

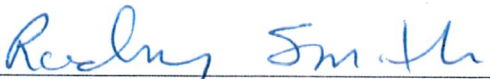
9-1-2022
Date

Noble County Sheriff's Office


Jason Mackie, Sheriff
Noble County Sheriff's Office

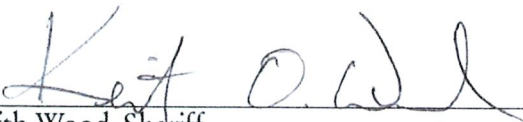
6/7/2022
Date

Athens County Sheriff's Office


Rodney Smith, Sheriff
Athens County Sheriff's Office

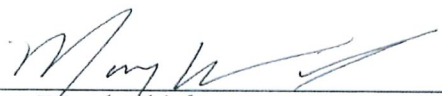
4/14/22
Date

Meigs County Sheriff's Office


Keith Wood, Sheriff
Meigs County Sheriff's Office

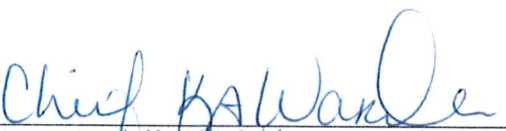
7-21-2022
Date

Middleport Police Department


Mony Wood, Chief
Middleport Police Department

6/8/22
Date

Marietta Police Department


~~Aaron Nedeff, Chief~~ Katherine A. Warden
Marietta Police Department

06/08/22
Date

Belpre Police Department


~~Terry Williams, Chief~~ Michael Stump Chief
Belpre Police Department

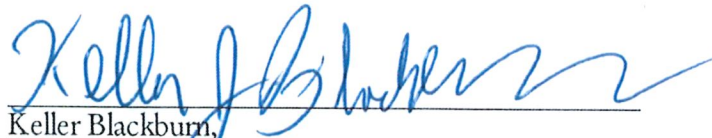
4/8/23
Date

Meigs County Prosecutor's Office


James Stanley ,
Meigs County Prosecutor

07/14/2020
Date

Athens County Prosecutor's Office


Keller Blackburn,
~~Meigs~~ Athens County Prosecutor
ATHENS

6/23/22
Date

Ohio Attorney General

Rocky W. Nelson, Executive Director
Ohio Organized Crime Investigations Commission

Date

Ohio Bureau of Criminal Identification & Investigation

Joseph Morbitzer, Superintendent

Date

ADDENDUM

MEMORANDUM OF UNDERSTANDING

OHIO ORGANIZED CRIME INVESTIGATIONS COMMISSION

TASK FORCE #22-09

FORMATION

On April 14, 2022, the Ohio Organized Crime Investigations Commission (hereinafter referred to as "Commission"), established, pursuant to Section 177.02 of the Ohio Revised Code, an organized crime Task Force (TF) #22-09 to investigate organized criminal activity. TF #22-09 was established as a Major Crimes Task Force, based upon the Commission's reason to believe that organized criminal activity has occurred and continues to occur in the Ohio counties of Athens, Morgan, Noble, Monroe, Meigs and Washington. The purpose of TF #22-09 is to investigate violations of the Ohio Revised Code, including but not limited to various violations of:

- * R.C. 2903.01-02 (murder)
- * R.C. 2923.32 (corrupt activity)
- * R.C. 1315.55; 18 USC 1956 (money laundering)
- * R.C. 2925.03 (trafficking in drugs)
- * R.C. 2925.11 (possession of drugs)
- * R.C. 2925.02 (corrupting another with drugs)
- * R.C. 2905.31, *et seq.* (human trafficking)
- * R.C. 2905.01, *et seq.* (kidnapping/abduction)
- * R.C. 2925.04 (cultivation marihuana)
- * R.C. 2907.02 (rape)
- * R.C. 2903.13/2903.12/2903.11 (assault/aggravated/felonious)
- * R.C. 2923.01 (conspiracy)
- * Any statutory crimes that are derived from or connected to or related to or stemming from or are the result of the specified statutory sections.

Any information discovered by Task Force agents pertaining to any other crimes or criminal activity, unrelated to the Task Force investigation or targets thereof, shall not be investigated by the Task Force agents, but shall be reported to the appropriate law enforcement agency as soon as possible.

This Memorandum of Understanding is being executed between the signatory participating agencies ("participating agencies") listed at the conclusion of this document and the Commission. Each signatory to this Memorandum of Understanding requests and expects full cooperation among the respective agencies and the enhancement of each agency's capabilities to combat the targets of TF #22-09 and the criminal violations for which those targets are being investigated.

equipment, necessary for the investigation, for example, vehicles, cameras and radios, shall be, primarily, the collective responsibility of the participating agencies. The Commission shall provide all additional reasonably necessary equipment.

CONFIDENTIALITY

The existence of TF #22-09, all information relating to the formation and operation of the TF #22-09, as well as all investigative activity of TF #22-09, shall remain confidential and undisclosed until an indictment is returned or a criminal action or proceeding is initiated in a court of proper jurisdiction. Once an indictment is returned or a criminal action or proceeding is initiated in a court of proper jurisdiction, the Task Force participating agencies may waive confidentiality as to the subject of the indictment or criminal action or proceeding. However, where the Task Force adopts new targets or has parallel investigations that are not the subject of the indictment or criminal action or proceeding the confidentiality provisions of Chapter 177 remain in effect.

Any information gathered and/or report(s) generated by TF #22-09 during the course of its investigation that is maintained by the Task Force, a prosecutor, the Attorney General, a special prosecutor, or the Commission is deemed a confidential law enforcement investigatory record for purposes of O.R.C. 149.43. This determination does not, however, affect or limit the right of discovery granted under the Ohio Revised Code, the Rules of Criminal Procedure, and/or the Rules of Juvenile Procedure. The Executive Director or the Task Force Director shall periodically inform the agency heads of the participating agencies on the status of the investigation. Information relating to the status of the Task Force investigation shall only be provided to the agency head or his designee.

Each Agent assigned to TF #22-09 shall agree, as a condition of assignment to the Task Force, that the duties, responsibilities, and assignments of TF #22-09 take precedence over any outside or secondary employment. Any conflicts between TF #22-09 responsibilities and outside or secondary employment shall be resolved in favor of the TF #22-09 work assignment. Failure to abide by this shall be considered cause for dismissal of the agent by the Task Force Director from TF #22-09.

CUSTODIAN OF THE RECORDS

As soon as reasonably practicable, but not later than sixty (60) days after the creation of TF #22-09, the Task Force Director shall designate which of the participating agencies will be the custodian for all records, documents and/or evidence seized, created or stored during the existence of and after the conclusion of TF #22-09. Without delay, the Task Force Director shall advise the Commission of the participating agency designated as the custodian of the records for TF #22-09. Upon conclusion of TF #22-09, all records, documents and/or evidence seized, created or stored during the existence of TF #22-09 will be given to the agency deemed the custodian of the records to maintain pursuant to its records retention schedule.

FORFEITURE

22-09 Task Force Director

Joshua Staats, Lt.
Washington County Sheriff's Office

Date

Athens Police Department/ City of Athens

Andrew B. Stone, Service Safety Director
City of Athens

Date

Ohio Attorney General

Rocky W. Nelson, Executive Director
Ohio Organized Crime Investigations Commission

Date

0-96-23

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

0-97-23

Introduced by Sarah Grace, Chair
Planning & Development Committee

AN ORDINANCE AMENDING ATHENS CITY ZONING CODE, TITLE 23, CHAPTER 23.03, GENERAL REGULATIONS AND PERMITTED MODIFICATIONS, SECTION 23.03.13 (L) (1) (a), SIGN REGULATIONS.

WHEREAS, on July 6, 2023 the Athens City Planning Commission voted to recommend said changes to the Zoning Code; and

WHEREAS, Athens City Council held a public hearing on September 18, 2023;

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

SECTION I: The Athens City Zoning Code, Title 23, Chapter 23.03, General Regulations and Permitted modifications, Section 23.03.13 (L) (1) (a), Sign Regulations, is hereby amended to read as follows:

23.03.13 (L) (1) (a) – Sign Regulations

(L) Temporary signs. All temporary signs shall be maintained in a safe condition and in good repair or be removed immediately.

(1) Advertising signs. Except in the Downtown Business District (B-2D), in zones where advertising signs are permitted, temporary advertising signs announcing sales, new products or special business events may be permitted in addition to the maximum sign face area of a permanent business sign.

(a) Special sales and special events. Advertising banner, posters, **feather flags**, pennants, ribbons, streamers, strings of lights, or other similar devices, with or without letters, words, numbers, logos or graphics, for the purpose of advertising or attracting attention to a special sale or to a special event upon the premises may be permitted for a period not to exceed 30 consecutive days, if approved by the zoning inspector. No more than four permits shall be issued for the erection of a temporary sign by any person on any one building or premises in any year. ~~The maximum total signage of temporary signs shall be the same as the maximum size of a permanent free-standing sign allowed in the zone.~~ **The maximum number of temporary signs shall not exceed two (2) per property. For multiple businesses operating on one property the maximum number of temporary signs shall be one (1) per business. The maximum total signage area for all temporary signs shall not exceed 50 sq. ft.**

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

0-98-23

Introduced by Sarah Grace, Chair
Planning & Development Committee

**AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY NO LONGER
NEEDED FOR A MUNICIPAL PURPOSE.**

WHEREAS, land owned by the City and located in Canaanville, is no longer
useful or beneficial for sludge management;

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

SECTION I: In accordance with Ohio Revised Code Section 721.01, Athens
City Council does hereby declare a 21.75-acre parcel owned by the City of Athens in
Canaanville Township, being part of Athens County Parcel #E010010013200, and as
shown on the legal description and map attached hereto and incorporated herein by
reference, not currently needed for a municipal purpose. This property is subject to a
lease on 14.401 acres and any other existing encumbrances.

SECTION II: The Service-Safety Director is hereby authorized to advertise for
sealed bids, and accept the highest bid, not less than the appraised value, or reject
any bids in accordance with ORC 721.03, and shall make a report to the City Council
as to the disposition of said property.

SECTION III: The Auditor is hereby requested to receipt proceeds from the
sale into Sewer Fund, 750.

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



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.

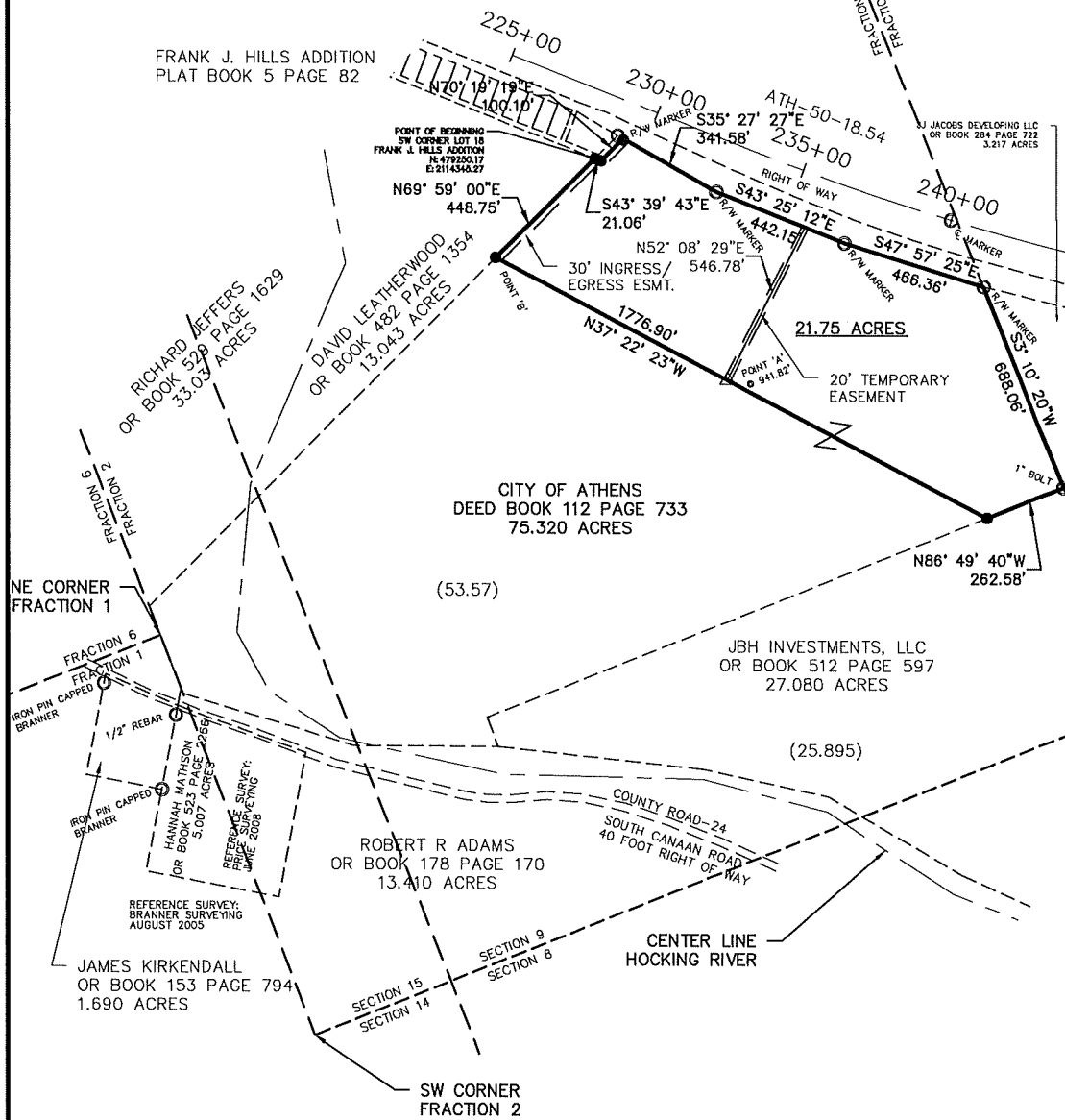
June 19, 2023
Date

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

FRANK J. HILLS ADDITION
PLAT BOOK 5 PAGE 82

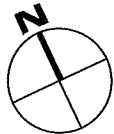


LEGEND

○ - MONUMENT FOUND

● - MONUMENT SET
3/4"x30" REBAR/CAP 04153

△ - POINT



0 225 450

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 | CHCK. RDB
JOB NO. 232176

PLAT OF SURVEY

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

buckleygroup
engineering+surveying

6801 STATE ROUTE 56,
ATHENS, OH 45701
PH: (740) 589-5001
WEB: buckley.group

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

0-99-23

Introduced by All Members of Council

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED.

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

SECTION I: Effective January 1, 2024, certain sections of Athens City Code Title 1, General Provisions, Chapter 1.03, Code Fees Established, are hereby amended to read as follows:

Section 5.03.04, Water rates.

\$35.00 Transfer/turn on charge.

An additional ten percent shall be added to water bills not paid on or before the due date. Additional fees shall be charged for the following:

\$15.00 Red tag fee

\$40.00 Delinquency turn-on penalty

\$33.00 Non-sufficient funds charge

~~\$50.00~~ **\$100.00** After hours turn off

Customers served outside the corporation limits of the City of Athens, Ohio, shall be charged the above rates, plus an additional 20 percent.

Section 5.04.05, Wastewater dischargers.

~~\$0.065~~ **\$0.075** per gallon of hauled septage

Section 9.12.03, Opening permit required.

~~\$75.00~~ **\$100.00** Opening permit **into ROW**

[Section 9.02.06](#), Inspection and fees.

New Construction Fire Inspections Fees:

\$100.00 Final

\$50.00 Reinspection

\$50.00 Sprinkler hydrostatic

\$50.00 UG hydro

\$50.00 Fire alarm

Fire Safety Inspection Fees:

\$50.00	Initial annual visit for building with occupied space under 10,000 square feet
\$150.00	Initial annual visit for building with occupied space over 10,000 square feet
\$0.00	1st reinspection after initial visit
\$25.00 \$50.00	2nd reinspection after initial visit
\$50.00 \$100.00	3rd reinspection after initial visit, and increasing by \$25.00 for each subsequent visit thereafter

[Section 11.04.06](#), **Vendors**

\$200.00 Vending per month

~~\$100.00~~ Specialty vendor's license per month – personally manufactured or produced art products for sale to the public

Section 23.06.02(H), Fees.

\$80.00 Application fee

\$100.00 Use permit

\$150.00 New construction permit, plus ~~\$-.03~~ **\$.10** per square foot of gross floor area

~~\$75.00~~ **\$100.00** Alteration permit, plus \$1.50 per thousand dollars of improvement or portion thereof

~~\$75.00~~ **\$100.00** Accessory structure permit

Section 23.07.08(D)(4), Application and standards for variances.

~~\$75.00~~ **\$100.00** Zoning board variance request, plus advertising costs

Section 25.03.04(F), Floodplain land permit

~~\$70.00~~ **\$100.00** Application

Section 27.03.04(B5), (C4), and (D4) Plan content.

\$30.00 **\$50.00** Less than one acre

~~\$60.00~~ **\$150.00** 1—5 acres

~~\$105.00~~ **\$200.00** Greater than five acres

Section 29.03.08, Rental permit fee.

~~\$150.00 per unit for up to 10 units in one building.~~

\$150.00 for 3 bedrooms or less

\$175.00 for 4 bedrooms or more

\$100.00 per housekeeping unit or owner-occupied unit keeping renters.

\$75.00 per unit for over 10 units in one building.

\$100.00 per unit for over 10 units in more than one building at one location.

\$40.00 per bedroom for rooming houses, or short term rentals.

[Section 29.03.10](#)(B), Inspection fee for additional inspections

~~\$40.00~~ **\$50.00**

[Section 29.06.04](#), Demolition fee

~~\$75.00~~ **\$100.00** if equal to or greater than 576 sq. ft.

~~\$35.00~~ **\$50.00** if less than 576 sq. ft.

[Section 41.04](#)(B), Procedure for approval.

~~\$100.00~~ **\$125.00** Application fee

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

0-99-23

Introduced by All Members of Council

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED.

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

SECTION I: Effective January 1, 2024, certain sections of Athens City Code Title 1, General Provisions, Chapter 1.03, Code Fees Established, are hereby amended to read as follows:

Section 5.03.04, Water rates.

\$35.00 Transfer/turn on charge.

An additional ten percent shall be added to water bills not paid on or before the due date. Additional fees shall be charged for the following:

\$15.00 Red tag fee

\$40.00 Delinquency turn-on penalty

\$33.00 Non-sufficient funds charge

~~\$50.00~~ **\$100.00** After hours turn off

Customers served outside the corporation limits of the City of Athens, Ohio, shall be charged the above rates, plus an additional 20 percent.

Section 5.04.05, Wastewater dischargers.

~~\$0.065~~ **\$0.075** per gallon of hauled septage

Section 9.12.03, Opening permit required.

~~\$75.00~~ **\$100.00** Opening permit **into ROW**

[Section 9.02.06](#), Inspection and fees.

New Construction Fire Inspections Fees:

\$100.00 Final

\$50.00 Reinspection

\$50.00 Sprinkler hydrostatic

\$50.00 UG hydro

\$50.00 Fire alarm

Fire Safety Inspection Fees:

\$50.00	Initial annual visit for building with occupied space under 10,000 square feet
\$150.00	Initial annual visit for building with occupied space over 10,000 square feet
\$0.00	1st reinspection after initial visit
\$25.00 \$50.00	2nd reinspection after initial visit
\$50.00 \$100.00	3rd reinspection after initial visit, and increasing by \$25.00 for each subsequent visit thereafter

[Section 11.04.06](#), **Vendors**

\$200.00 Vending per month

~~\$100.00~~ Specialty vendor's license per month – personally manufactured or produced art products for sale to the public

Section 23.06.02(H), Fees.

\$80.00 Application fee

\$100.00 Use permit

\$150.00 New construction permit, plus ~~\$0.03~~ **\$0.10** per square foot of gross floor area

~~\$75.00~~ **\$100.00** Alteration permit, plus \$1.50 per thousand dollars of improvement or portion thereof

~~\$75.00~~ **\$100.00** Accessory structure permit

Section 23.07.08(D)(4), Application and standards for variances.

~~\$75.00~~ **\$100.00** Zoning board variance request, plus advertising costs

Section 25.03.04(F), Floodplain land permit

~~\$70.00~~ **\$100.00** Application

Section 27.03.04(B5), (C4), and (D4) Plan content.

~~\$30.00~~ **\$50.00** Less than one acre

~~\$60.00~~ **\$150.00** 1—5 acres

~~\$105.00~~ **\$200.00** Greater than five acres

Section 29.03.08, Rental permit fee.

~~\$150.00 per unit for up to 10 units in one building.~~

\$150.00 for 3 bedrooms or less

\$175.00 for 4 bedrooms or more

\$100.00 per housekeeping unit or owner-occupied unit keeping renters.

\$75.00 per unit for over 10 units in one building.

\$100.00 per unit for over 10 units in more than one building at one location.

\$40.00 per bedroom for rooming houses, or short term rentals.

[Section 29.03.10](#)(B), Inspection fee for additional inspections

~~\$40.00~~ **\$50.00**

[Section 29.06.04](#), Demolition fee

~~\$75.00~~ **\$100.00** if equal to or greater than 576 sq. ft.

~~\$35.00~~ **\$50.00** if less than 576 sq. ft.

[Section 41.04](#)(B), Procedure for approval.

~~\$100.00~~ **\$125.00** Application fee

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

0-100-23

Introduced by All Members of Council

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED, SECTION 5.04.08, SEWER RATES.

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

SECTION I: Effective January 1, 2024, Athens City Code Title 1, General Provisions, Chapter 1.03, Code Fees Established, Section 5.04.08, Sewer Rates, are hereby amended to read as follows:

Section 5.04.08, Sewer Rates

Residential	\$5.89	\$6.00
Commercial	\$6.66	\$6.79
Industrial	\$7.34	\$7.49

The monthly base rate charge is as follows:

Base Rate per 1000 gallons (metered amounts as noted above)		Monthly Base Rate Charge	
0	- 15	\$ 30.13	\$ 31.34
16	- 50	\$ 52.10	\$ 54.18
51	- 100	\$ 133.87	\$ 139.22
101	- 200	\$ 219.63	\$ 224.42
201	- 500	\$ 414.85	\$ 431.44
501	- 1000	\$ 853.60	\$ 887.74
1001	- 2500	\$1,506.78	\$1,567.05
2501	- 5000	\$1,859.54	\$1,933.92
5000+		\$2,385.19	\$2,480.60

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

0-101-23

Introduced by Jeff Risner, Chair
Transportation Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 7, TRAFFIC CODE, CHAPTER 7.05, PARKING REGULATIONS, SECTIONS 7.05.22 AND 7.05.26.

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

SECTION I: Athens City Code Title 7, Traffic Code, Chapter 7.05, Parking Regulations, Section 7.05.22(A), Pay Parking Rates, Regulations, and Penalties, is hereby amended to read as follows:

7.05.22. - Pay parking rates, regulations, and penalties.

(A) The city pay parking rates shall be **established by separate ordinance.** as follows:

- ~~(1) High intensity zones shall cost \$1.00 per hour (\$0.25 per 15 minutes);~~
- ~~(2) Moderate intensity zones shall cost \$0.75 per hour (\$0.25 per 20 minutes);~~
- ~~(3) Low intensity zones and all accessible parking spaces shall cost \$0.50 per hour (\$0.25 per 30 minutes);~~
- ~~(4) Single space short term parking meters shall be no more than a 20-minute time limit and shall cost \$0.50 per 20 minutes (\$0.25 per 10 minutes);~~
- ~~(5) Contractor bags shall cost \$8.00 Per day.~~

SECTION II: Athens City Code Title 7, Traffic Code, Chapter 7.05, Parking Regulations, Section 7.05.26(B)(1 through 5), Regulation of City Parking Garage, is hereby amended to read as follows:

7.05.26. - Regulation of city parking garage.

(B) The city parking garage rates **are established by separate ordinance.** and **r**Regulations are established as follows:

- ~~(1) 75 cents per hour and 25 cents per 20 minutes.~~
- ~~(2) Card system charges will be 75 cents per hour and refunds will be in 20-minute increments.~~

~~(3) \$150.00 per month to reserve a space on levels Lower B, Upper B, and Lower 1.~~

~~(4) \$125.00 plus any transactional fees per space per month for up to 150 non-reserved spaces above Level 3.~~

~~(5) The service safety director is hereby authorized to enter into written agreements to lease multiple non-reserved parking spaces, and offer an appropriate discount. However, the minimum cost per space may not be less than \$100.00 plus any transactional fees.~~

~~(6~~ **1**) Reserved space parking is restricted to Levels Lower B, Upper B, and Lower 1 only.

~~(7~~ **2**) Except for elected officials, employees of the city whose primary duty-work site is in City Hall, City Hall Annex, the city parking garage or a downtown office leased by the city may park on Level 3 or above without charge in the city parking garage during official work time only. This privilege applies only to permanent employees and does not apply to vehicles operated by other than city employees.

~~(8~~ **3**) It shall be unlawful to park a motor vehicle in a metered space for more than two consecutive hours on Level 1 upper or any metered pay parking space, signed or bagged as two-hour limit within the parking garage. Said vehicle must be moved from its present parking space to a parking space that is not marked, signed or bagged as a two-hour limit.

SECTION III: Athens City Code Title 7, Traffic Code, Chapter 7.05, Parking Regulations, Section 7.05.26(D), Regulation of City Parking Garage, is hereby removed.

~~(D) City parking rates for the College Street lots [shall] be established as follows:~~

~~(1) \$100.00 per month per space for monthly permit in the College Street lots except for the space reserved for the Presbyterian Church.~~

~~(2) Hourly pay spaces will cost \$1.00 per hour.~~

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

0-102-23

Introduced by Jeff Risner, Chair
Transportation Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED, TO INCLUDE SECTIONS 7.05.22 AND 7.05.26, PARKING RATES.

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

SECTION I: Effective January 1, 2024, Athens City Code Title 1, General Provisions, Chapter 1.03, Code Fees Established, Section 7.05.22, is hereby amended to read as follows:

7.05.22. Pay parking rates, regulations and penalties.

(A)

The city pay parking rates shall be as follows:

- (1) High intensity zones shall cost ~~\$1.00~~ **\$1.25** per hour (\$0.25 per ~~15~~ **10** minutes);
- (2) Moderate intensity zones shall cost ~~\$0.75~~ **\$1.00** per hour (\$0.25 per ~~20~~ **15** minutes);
- (3) Low intensity zones and all accessible parking spaces shall cost ~~\$0.50~~ **\$0.75** per hour (\$0.25 per ~~30~~ **20** minutes);
- (4) Single space short term parking meters shall be no more than a 20-minute time limit and shall cost ~~\$0.50~~ **\$0.75** per 20 minutes (~~\$0.25~~ **\$0.40** per 10 minutes);
- (5) Contractor bags shall cost \$8.00 Per day.

SECTION II: Effective January 1, 2024, Athens City Code Title 1, General Provisions, Chapter 1.03, Code Fees Established, Section 7.05.26(B) (1 through 5), is hereby amended to read as follows:

7.05.26. - Regulation of city parking garage.

(B) The city parking garage rates and regulations are established as follows:

- (1) ~~75-cents~~ **\$1.00** per hour and **\$0.25** cents per ~~20~~ **15** minutes.

(2) Card system charges will be ~~75-cents~~ **\$1.00** per hour and refunds will be in 20-minute increments.

(3) \$150.00 per month to reserve a space on levels Lower B, Upper B, and Lower 1.

(4) \$125.00 plus any transactional fees per space per month for up to 150 non-reserved spaces above Level 3.

(5) The service-safety director is hereby authorized to enter into written agreements to lease multiple non-reserved parking spaces, and offer an appropriate discount. However, the minimum cost per space may not be less than \$100.00 plus any transactional fees.

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

0-103-23

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 sum:

Two Hundred Fifty Thousand Dollars (\$250,000.00) to Medical Insurance Fund, 866, T. C. 300, for a medical payment, and increasing the total appropriations by the same amount.

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

0-104-23

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

0-105-23

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 request reimbursement and to receipt any 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

0-106-23

Introduced by Sam Crawl, Chair
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

**JOBSOHIO
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:

1. **Project Funding.**

(a) **Grant and Use of Funds.** Subject to the other provisions of this Section 1, Grantor hereby grants to Grantee the **Grant Funds** set forth above to be used for the sole and express purpose of undertaking and completing the Project. Grantee may not use the Grant Funds for any purpose other than completion of the Project.

(b) **Availability of Other Funds.** The aggregate amount of funds necessary to pay Project costs is the amount of the **Total Project Investment** set forth above. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable.

2. **Payment of Grant Funds.**

(a) **Disbursement.** Grantor shall disburse the Grant Funds on a reimbursement basis for Eligible Costs incurred after the Effective Date and no later than the Metric Evaluation Date in accordance with the terms of this Agreement. Grantee shall complete and submit reimbursement requests to Grantor, in the format required by Grantor, along with source documentation supporting the amounts of each reimbursement request and evidencing the Project investment completed and payment of related costs by Grantee.

(b) **Eligible Costs for the JobsOhio Vibrant Community Grant (SFPN 2023 496478-VCG).**

(i) Costs eligible for reimbursement under this Agreement include the following: Removal & Disposal of Waste, Building Renovation.

(ii) Costs which are not eligible for such purposes under this Agreement include, but are not limited to: Asbestos Abatement, Site Preparation, Environmental Remediation, Environmental Testing, Infrastructure, Lab Fees, Land Acquisition, Lead Based Paint Abatement, New Building Construction, Building Acquisition, Building Expansion, Demolition, Administrative Costs, Relevant Professional Fees, Legal Fees, Parking Lots, Planning Fees and Material Costs, Engineering Services, Relocation Expenses, Retirement of Bonds or Other Debt Instruments, Rolling Stock, Servicing, Signage/Lighting/Landscaping, Taxes, Tenant Improvements, Travel Expenses, Environmental Insurances or Clearances, Fines and Costs From Violations of Law, Furniture/Fixtures/Equipment, Goods and Services For Personal Use, Interest on Borrowed Money, Lease and Rent Payments, Machinery and Equipment, Meals and Entertainment, Operational Maintenance Costs, Contributions and Donations to Individuals.

(c) **Disbursement Process.** Grantee shall submit no more than three (3) reimbursement requests prior to the Metric Evaluation Date, with no request being less than \$50,000 (except for the final disbursement). Grantor shall review and act upon the reimbursement request information no later than thirty (30) days after receipt of the reimbursement request and corresponding source documentation. If Grantor determines during that thirty-day (30) period that all or a part of the expenses identified in the reimbursement request and source documentation are not eligible for reimbursement, Grantor shall immediately notify Grantee in writing of the deficiencies of the reimbursement request with sufficient particularity that Grantee is able to respond to such alleged deficiencies. Grantee shall have a period of no less than thirty (30) days (or such longer period as may be approved by Grantor) after receipt of notice of any alleged deficiency to cure same by providing additional information to Grantor, to the commercially reasonable satisfaction of the Grantor.

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.

(c) Remedy. If Grantee fails to satisfy its obligations under Section 5(a) or Section 6(b) during the Term, Grantee is in default of this Agreement and Grantor may seek the remedies provided to Grantor under section 9 of this Agreement. Notwithstanding, Grantor has the discretion to waive non-compliance if, in writing, Grantee submits to Grantor a description of **Market Conditions and Other Factors** regarding Grantee and its operations at the Project site. Grantor will review and consider such Market Conditions and Other Factors submitted and may waive repayment of all or a portion of the Grant Funds disbursed.

(d) Market Conditions and Other Factors. As used herein, “**Market Conditions and Other Factors**” include, without limitation: an overall decline in economic performance, as a whole or in Grantee’s relevant sector, during the term of this Agreement, and any other information Grantor determines in its reasonable judgment to be relevant under the circumstances.

6. Reporting

(a) Reimbursement Request. Grantee shall submit a reimbursement request in accordance with Section 2 of this Agreement and in the format required by Grantor with each request for reimbursement.

(b) Annual Reports. Grantee shall submit to Grantor an annual report in the format required by Grantor (the “**Annual Report**”). Each Annual Report shall provide information for the applicable reporting period detailing the progress of the Project as it relates to the Project Metrics and Project Accomplishment, including the status of required marketing efforts, Total Project Investment, Total Tenant Jobs, Total Tenant Payroll, and Total Project Square Footage as of December 31 of the previous calendar year. Grantee must obtain all required reporting data from Project tenants. Annual Reports shall be submitted by Grantee for each calendar year (or part of a year) during the Term of this Agreement, and Grantor shall receive each Annual Report no later than March 1 following the calendar year covered by such Annual Report. Failure by Grantee to submit any Annual Report shall be a default for which Grantor may terminate this Agreement as set forth in Section 9.

(c) Other Reports. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee’s performance and the effectiveness of the award.

(d) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign major contracts for work at the Project location on behalf of Grantee shall certify by his or her signature on each report required by this Section that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

7. Records Maintenance and Access

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the Metric Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports and all other information pertaining to Grantee’s performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available to Grantor and its agents all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor and its agents may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably

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.

(i) Falsification of Information. Grantee represents and warrants that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds.

(j) Representations in the Application. Grantee represents and warrants that each of its statements, representations and warranties made in the Application submitted to Grantor for this Project were and remain true, accurate and complete as of the date of Grantee's execution of this Agreement.

9. Default and Remedies. Except to the extent that this Agreement or applicable law requires otherwise, the remedies set forth in this Section are the sole and exclusive remedies available upon a violation, default or Breach of this Agreement.

(a) Breach. Grantee shall be deemed to be in "Breach" of this Agreement if:

(i) any representation, warranty or other certification made by a Grantee to Grantor hereunder or in any other writing related to the Project or the Grant Funds is knowingly or intentionally false or misleading at the time made,

(ii) Grantee fails to comply with the Metric Commitment requirements set forth in Section 5 hereof;

(iii) Grantee fails to timely comply with its reporting obligations under Section 6 hereof;

(iv) Grantor has reason to believe grantee has ceased work at the Project Site;

(v) Grantee is in default of any other agreement between Grantor and Grantee and such default continues beyond any applicable period of cure or grace;

(vi) Grantee fails to substantially comply with any material provision of this Agreement, and such failure continues uncured for more than a reasonable period following delivery of notice to Grantee by Grantor describing such failure in reasonable detail, which period will not be less than thirty (30) days. During the cure period, Grantee shall only make expenditures of Grant Funds pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement;

(vii) Grantee admits its inability to pay its debts as such debts become due;

(viii) Grantee commences a voluntary bankruptcy; or

(ix) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days.

(b) Effect of Breach; Remedies. In the event of a Breach by Grantor, Grantee may pursue any legal or equitable remedies it may have under this Agreement or applicable law. In the event of a Breach by Grantee, Grantor may terminate this Agreement and may in addition exercise one or more of the following remedies:

(i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(ii) Demand Repayment of Grant Funds. Grantor may demand repayment of all or a portion of Grant Funds disbursed. Grantee shall repay such Grant Funds within thirty (30) days after written demand by Grantor.

(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

in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) Disclosure of Information. Grantee understands, consents and agrees, that Grantor may use and is required to report and disclose to third parties, including but not limited to the State of Ohio, this Agreement and the information contained therein, and the reports required by Section 6 of this Agreement and the information contained therein.

(d) Use of Grantee Name and Logos. Grantee understands, consents and agrees that Grantor may use and publish Grantee's name and company logo in promotional materials of Grantor, and Grantee hereby grants to Grantor a limited license to use and publish Grantee's name and logo only and expressly for those purposes. In addition, Grantee agrees that JobsOhio may (i) issue a press release following execution of this Agreement describing the Project, and (ii) refer to JobsOhio's role in providing the Grant Funds, as well as the identity of the Grantee, on its internet site, social media channels or in marketing materials, press releases, published "tombstone" announcements or any other print or electronic medium, and (iii) display Grantee's corporate logo in conjunction with any such reference, in each case, only after providing Grantee with a reasonable opportunity to review and provide comments to the same and after receipt of Grantee's written consent thereto, such consent not to be unreasonably withheld, delayed or conditioned.

(e) Transaction Publicity. During construction and site work at the Project Site, and through the Metric Evaluation Date, Grantee agrees to place one or more construction signs in a prominent location at the Project Site that contain the corporate logos of JobsOhio and its Regional Network Partner.

(f) Entire Agreement. This Agreement constitutes the legal, valid, and binding obligation of the parties. This Agreement and all documents incorporated by reference herein, together constitute the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(g) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(h) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(i) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(j) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(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: _____

0-107-23

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CULTURAL PROJECT COOPERATIVE USE AGREEMENT, THE ATHENS HALL OF HONOR VETERANS MEMORIAL, WITH THE STATE OF OHIO (GENERAL ASSEMBLY), FOR FUNDS GRANTED IN H.B. 687, AS PART OF THE ARMORY PROJECT #313.

WHEREAS, the 134th General Assembly of the State of Ohio designated (\$600,000) to finance a portion of the capital facilities costs associated with the Armory Cultural Project;

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

SECTION I: The Service-Safety Director is hereby authorized to enter into a Cultural Project Cooperative Use Agreement, the Athens Hall of Honor Veterans Memorial, with the State of Ohio (General Assembly), as part of the Armory Project #313, a copy of which is attached hereto and incorporated herein by reference.

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

CULTURAL PROJECT COOPERATIVE USE AGREEMENT

ATHENS HALL OF HONOR VETERANS MEMORIAL

This Cooperative Use Agreement (Agreement) is entered into by and between the City of Athens and the Athens Community Improvement Corporation, jointly and severally, as the Project Sponsor (Project Sponsor), and the State of Ohio (State), acting by and through the Ohio Facilities Construction Commission (Commission), a state agency organized and operating under Ohio Revised Code (ORC) Chapter 123 (the Commission and the Project Sponsor, collectively, the Parties). This Agreement becomes effective upon the date it is signed by all of the Parties (Effective Date).

RECITALS

1. Pursuant to ORC Chapter 154, Article VIII Section 2i of the Ohio Constitution, and pursuant to a General Bond Order issued by the Ohio Treasurer of State (Treasurer) on August 31, 2005, bonds (Facility Bonds) were issued for the purpose of providing grant moneys to pay the costs of acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities, which are Ohio cultural facilities, as defined in ORC Section 123.28(J).
2. The Ohio Public Facilities Commission (OPFC) entered into the OPFC Lease pursuant to which the Commission will make lease rental payments, which will be assigned by OPFC to the Treasurer, in connection with Ohio cultural facilities.
3. The Commission is a body corporate and politic, an agency of state government and an instrumentality of the State, performing essential governmental functions of the State, duly created, existing and operating under and by virtue of ORC Chapter 123.
4. In accordance with ORC Section 123.21, the Commission may make and enter into all contracts, commitments and agreements, and execute all instruments, necessary or incidental to the performance of its duties.
5. The Commission has determined that the Cultural Project defined herein meets all requirements of the ORC and, subject to the fulfillment of certain conditions, has approved the expenditure for the project.
6. The Commission, by action of the executive director, authorized the execution of this Agreement and determined that the cooperative use of the Facility, as provided in this Agreement, contributes to the development, performance, and presentation of culture, or making the same available, to the public of this State.

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Identification

1.1 Project Sponsor Information

<u>City of Athens</u>	<u>Athens Community Improvements Corporation</u>
8 East Washington Street	8 East Washington Street.
Athens, OH 45701	Athens, OH 45701
Andy Stone	Mayor Steve Patterson
City Service-Safety Director	President, Athens CIC
astone@ci.athens.oh.us	spatterson@ci.athens.oh.us
(740) 592-3340	(740) 592-3338

The City of Athens represents and warrants that it is and will continue to be a governmental agency as defined in ORC Section 123.28(F). The Athens Community Improvements Corporation represents and warrants that it is and will continue to be an Ohio corporation not for profit under ORC Chapter 1724.

1.2 Notices for Official Correspondence

All communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if hand delivered or sent by U.S. registered or certified mail, postage prepaid.

(a) with respect to the Commission:

Ohio Facilities Construction Commission
30 West Spring Street, 4th Floor
Columbus, Ohio 43215
Attention: Executive Director

(b) with respect to the Project Sponsor:

<u>City of Athens</u>	<u>Athens Community Improvements Corporation</u>
8 East Washington Street	8 East Washington Street
Athens, OH 45701	Athens, OH 45701
ATTN: City Service-Safety Director	ATTN: President, Athens CIC

The parties designated above shall each have the right from time to time to specify as their respective address for purposes of this Agreement any other address upon the giving of fifteen (15) days' prior written notice thereof, as provided herein, to the other parties listed above.

2. Project Information

2.1 Project Location

Athens Hall of Honor Veterans Memorial, 2 West Carpenter Street, Athens, OH 45701 (the Facility)

2.2 Project Description

The Project Sponsor plans to use the grant to for exterior and interior renovations to the Facility. Renovations include, but are not limited to, ADA-compliant upgrades and the creation of a veterans memorial. The construction project will be known herein as the Cultural Project for the purposes of this agreement. This project supports culture through the presentation of features of historical interest in a local historical facility.

3. Financial Considerations

3.1 Grant Amount

The 134th General Assembly of the State of Ohio (General Assembly) in H.B. 687 designated \$600,000 of the funds appropriated in ALI C230FM to the Commission to finance all or a portion of the capital facilities costs associated with the Cultural Project. The Commission agrees to provide a grant of \$600,000 (Grant Amount) to the Project Sponsor.

3.2 Appropriation Intent

The funds under this Agreement shall be used by the Project Sponsor for capital improvements that meet the intent and purpose of the appropriation and the limitations on use set forth in the bill appropriating the funds. To the extent such costs exceed the funds appropriated, the Project Sponsor will be required to pay the difference. Additionally, the funds shall be used only for construction, as defined in ORC Section 123.28(K).

3.3 Fiscal Management of Project

The Project Sponsor is responsible for the financial management of the Cultural Project. The Project Sponsor will comply with, or cause compliance with, all appropriate accounting and budgeting procedures in accordance with generally accepted accounting principles, consistently applied.

3.4 Project Budget

The total cost of the project described above is estimated to be \$600,000 (Project Budget), including but not limited to design, construction, land acquisition, environmental assessment and remediation, exhibits, furniture, fixtures, equipment, construction management and other professional service fees, legal fees, marketing, start-up operations, operating endowments, utilities and other start-up costs, insurance, performance or payment bonds, taxes, and permits.

3.5 Local Match

In accordance with ORC Section 123.281(B)(2), the Project Sponsor shall have local contributions amounting to not less than fifty (50) percent of the Grant Amount for the Cultural Project (Local Match).

3.6 Local Share

The Local Share shall be an amount equal to the total costs of the Project Budget less the Grant Amount.

3.7 Full Funding

The Project Sponsor acknowledges that full funding occurs when it can demonstrate, to the satisfaction of the Commission, that funds have been raised to cover the Project Budget set forth in Section 3.4 of this Agreement (Full Funding).

3.8 Disbursement of Grant Funds

The funds to be disbursed under this Agreement shall not exceed the lesser of (A) the amount of the State appropriations or (B) the amount of funds (i) approved by the Commission and (ii) which comply with the conditions set forth in this Agreement. If further appropriations are made by the General Assembly and the expenditure of all or a portion of such funds is approved by the Commission, this Agreement may be amended to reflect any such additional amounts.

Notwithstanding anything set forth above, the state appropriation disbursed under this Agreement shall not exceed the lesser of (i) the aggregate appropriations by the General Assembly for the Cultural Project or (ii) twice the Local Match.

The Project Sponsor expressly acknowledges that no payment of state appropriation funds shall be made until such funds are released by the Director of Budget Management.

The Project Sponsor shall submit invoices to the Commission in compliance with Exhibit A, attached hereto and made a part hereof.

3.9 Tax Obligations

The Project Sponsor shall be solely responsible for and shall pay all applicable federal, state, and local tax obligations.

The Project Sponsor affirms that it will take, or cause to be taken, all actions that may be required of the Project Sponsor for the interest on the Facility Bonds to be and remain excluded from gross income for federal income tax purposes and from treatment as an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code, and will not take, or permit to be taken, any actions which would adversely affect such exclusion and such treatment.

4. Real Estate and Construction

4.1 Commencement

The Project Sponsor shall provide all construction services for the Cultural Project. The Project Sponsor shall be responsible for the construction administration of the Cultural Project. By September 1, 2023, the Project Sponsor shall commence or cause

commencement of construction of the Cultural Project.

4.2 Contracts and Permits

The Project Sponsor shall have the full authority to contract with appropriate persons for the design and construction of the Cultural Project. The Project Sponsor shall secure all necessary permits and/or licenses related to the Cultural Project.

4.3 Completion

The Project Sponsor represents and warrants that it will cause the Cultural Project to be constructed with reasonable speed and dispatch and reasonably adhere to the submitted construction schedule. The expected completion date of the Project is December 31, 2024 (Completion Date).

4.4 Restrictions of Record

The Project Sponsor hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Facility or the Cultural Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the Facility as an Ohio cultural facility or the rights and obligations granted hereunder by the Project Sponsor to the Commission. The Athens Community Improvement Corporation represents that it is the fee simple owner of the premises on which the Facility is located, as described in Section 2.1 of this Agreement.

5. Operations and Maintenance

5.1 Operations and Maintenance

The Project Sponsor shall be solely responsible for and shall pay all operating and maintenance costs of the Facility over the term of the Facility Bonds.

The Project Sponsor shall maintain and keep the Facility in good order and repair, shall use the Facility for the intended purpose, and shall take all actions reasonably necessary to ensure that the Facility is available for the presentation of culture to the public over the term of the Facility Bonds.

5.2 Schedule of Operation/Control of Content

During the term of this Agreement, the Project Sponsor shall have the exclusive authority to schedule events and functions at the Facility.

5.3 Ownership

Any part of the Cultural Project paid for with proceeds of the Facility Bonds shall be owned by the Project Sponsor.

5.4 Conveyance of Right to Use and Occupy

As security for the performance of the Project Sponsor's obligations under this Agreement, the Project Sponsor hereby conveys to the Commission the right to use and occupy the Facility upon an Event of Default, as described in Section 9.1 of this

Agreement. The Project Sponsor acknowledges and consents to the conveyance by the Commission to the OPFC of such right hereby conveyed to the Commission and acknowledges that the OPFC will lease the Facility to the Commission pursuant to the OPFC Lease. The Commission acknowledges that, absent an Event of Default, it has no right to use or occupy the Facility.

6. Risk Management

6.1 Liability and Indemnification

The Project Sponsor shall either:

(a) Require that private entities that enter into contracts with the Project Sponsor for the operation or management of the Facility hold harmless and indemnify the Commission, the OPFC, the Treasurer, and the State from any and all damages, costs, fees, penalties, and expenses, of any nature whatsoever, incurred by the Commission, the OPFC, the Treasurer, or the State from any claim of any third party claim arising out of or related to the operation or management of the Project, including, but not limited to, the costs of defense of any related action, suit or proceeding; or

(b) Purchase and maintain insurance in an amount determined by a qualified risk assessor to insure the OPFC, the Commission, the Treasurer and the State against liabilities, claims, costs, losses, and expenses, joint or several, imposed upon or asserted against the OPFC, the Commission, the Treasurer, and the State resulting from any claim of any third party arising out of or related to the Project and shall name the OPFC, the Commission, the Treasurer, and the State as additional insureds under such policy; or

(c) Name the OPFC, the Commission, the Treasurer and the State as additional insureds under a self-insurance program or joint self-insurance pool created under Section 2744.08 or Section 2744.081, respectively, of the ORC, and operated by or on behalf of the Project Sponsor.

6.2 Property and Liability Insurance

Unless otherwise stated, the Project Sponsor shall maintain, or cause to be maintained, at no cost to the Commission, commercial general liability insurance and property insurance to insure the OPFC, the Commission, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Project Sponsor. Unless otherwise stated, such insurance shall remain in force at all times from the date hereof through the term of this Agreement.

6.3 Self-Insurance

Instead of providing the general liability and property insurance above, the Project Sponsor may name the OPFC, the Commission, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of the Project Sponsor, in order to meet the

insurance requirements set forth herein.

- (a) If the Project Sponsor has a self-insurance program created under ORC Section 2744.08, by signing this Agreement, the Project Sponsor hereby insures the OPFC, the Commission, the Treasurer and the State as additional insureds under its self-insurance program to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposure of the Project Sponsor related to the Cultural Project or the operation of the Facility.
- (b) If the Project Sponsor is part of a joint self-insurance pool created under ORC Section 2744.081, the Project Sponsor shall provide certification from the pool's qualified risk assessor that such self-insurance program will insure the OPFC, the Commission, the Treasurer of State and the State as additional insured and/or loss payees in an amount sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Project Sponsor.
- (c) The Project Sponsor certifies that its self-insurance program or joint self-insurance pool complies with ORC Sections 2744.08 and 2744.081.

7. Term

7.1 Term

This Agreement commences on the Effective Date and, unless otherwise terminated as provided in this Agreement, expires on the later of (a) ten (10) years from the Completion Date, or (b) the date upon which all Facility Bonds issued to finance or refinance the grant to the Project Sponsor described in Section 3.1 of this Agreement, and all obligations of the Treasurer or other issuing authority to financial institutions related to the Facility Bonds have been paid in full (the Term).

8. Legal Compliance

8.1 General

This Agreement or any actions taken under it are not subject to Chapters 123 or 153 of the ORC, except for sections 123.20, 123.201, 123.21, 123.28, 123.281, and 153.011 of the ORC.

The Project Sponsor affirmatively represents and warrants that it shall comply with this Agreement and with all applicable federal, state, and local laws and regulations, including, but not limited to:

- (a) ORC Chapter 4115 (prevailing wage)
- (b) Worker's Compensation laws
- (c) Equal Opportunity laws

- (d) ORC Section 153.011 (domestic steel)
- (e) Americans with Disabilities Act
- (f) Environmental laws and regulations
- (g) Historical preservation laws and regulations
- (h) Drug-free Workplace
- (i) ORC Section 9.24 (findings for recovery)
- (j) Executive Order 2019-12D, Governing the Expenditure of Public Funds for Offshore Services

8.2 Negative Pledge; Prohibition Against Disposition

The Project Sponsor shall not assign, transfer, pledge or otherwise encumber all or any part of the Facility, including the Cultural Project, with any mortgage, security interest, or lien, nor shall the Project Sponsor dispose of any part of the Facility, including the Cultural Project, without replacement or substitution with improvements substantially similar to those of the Cultural Project provided for herein, without the prior written consent of the Commission, which consent shall not be unreasonably withheld.

8.3 Reports and Records

The Project Sponsor shall keep and make all reports and records associated with the Cultural Project and the Facility available to the Commission upon request for a period of not less than thirteen (13) years after the Completion Date. These reports and records shall include a description of the Cultural Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure, and vendor information).

8.4 Reviews and Inspections

The Commission may conduct reviews or inspections of the Facility to determine whether the uses made thereof are consistent with the Commission's purposes, including the presentation of culture to the public.

9. **Default and Termination**

9.1 Events of Default

Each of the following is considered an Event of Default and the Commission may, upon ten (10) days' prior written notice to the Project Sponsor, terminate this Agreement:

- (a) if the Project Sponsor fails to maintain its status as a governmental agency as defined in ORC Section 123.28(F);
- (b) if the Project Sponsor fails to complete the Cultural Project, abandons the Cultural Project or the Facility, or does not provide culture as defined in ORC 123.28;
- (c) if the Project Sponsor shall become insolvent, make a general assignment for the benefit of creditors, be generally unable to pay its debts when they are due, or be a debtor in any receivership proceeding or any other proceeding brought under the federal bankruptcy laws and not cause such proceeding to be

terminated within thirty (30) days following the commencement thereof;

- (d) if the Project Sponsor is found to be in default under any other agreement or commitment secured by an interest in the real or personal property comprising the Cultural Project or the Facility and fails to cure such default within any cure period provided for in such agreement or commitment;
- (e) if there is any change in use of the Facility that significantly reduces or eliminates the public purpose;
- (f) if any act of the Project Sponsor adversely affects the federal tax exemption of the Facility Bonds; or
- (g) if the Project Sponsor fails to remedy any covenant, condition or term in this Agreement, except as provided in subsections (a) – (f), within a period of thirty (30) days after receipt of written notice that the Project Sponsor is not in compliance.

9.2 Remedies Upon Default

Whenever an Event of Default has occurred, the Commission may:

- (a) terminate this Agreement upon no less than ten (10) days' prior written notice; or
- (b) take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Project Sponsor.

Upon termination of this Agreement after completion of the Cultural Project, for any reason other than at the stated expiration of its term, the Project Sponsor shall repay the Commission the percentage of the Grant Amount described in Section 3.1 of this Agreement equal to the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Facility Bonds used to finance the grant to the Project Sponsor over (y) the total number of months that such Facility Bonds are scheduled to be outstanding. Such repayment amount shall be calculated by the OPFC.

Notwithstanding the foregoing, if this Agreement is terminated prior to the Completion Date of the Cultural Project, the Project Sponsor shall immediately repay to the Commission the amount of State funds used to pay costs of the Cultural Project.

The requirements to make payment to the Commission as provided in this Section 9.2 shall survive the termination of this Agreement.

10. Interpretative Provisions

10.1 Binding Effect

All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective permitted successors and assigns of the Commission and the Project Sponsor to the same extent as if each such successor and assign were named as a party to this Agreement. This Agreement may not be changed or discharged except by written agreement signed by the Parties hereto. Amendments to the Agreement shall require the approval of the Commission.

10.2 Governing Law

This Agreement shall be governed by and interpreted under the laws of the State, and any action or proceeding arising from this Agreement shall be commenced in a court of competent jurisdiction located in Franklin County, Ohio.

10.3 Severability

Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected, and said provisions shall be valid and enforceable to the fullest extent permitted by law.

10.4 Waiver

The waiver by any party of, or the failure of such party to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained, or subsequent breach of the same, or any other term, covenant or condition herein contained.

10.5 Time is of the Essence

Time is of the essence in this Agreement and all provisions herein relating thereto shall be strictly construed.

10.6 Inconsistent Provisions

The Commission and the Project Sponsor each acknowledge that, if any prior agreements exist between the Project Sponsor and the Commission ("Prior Agreements") for so long as the Prior Agreements remain in effect, the provisions of those Prior Agreements shall control and prevail over any inconsistent provisions in this Agreement. Notwithstanding the foregoing, nothing in the Prior Agreements shall be deemed to affect the provisions of the Term of this Agreement.

11. Signatures

The Commission and the Project Sponsor have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY OF ATHENS

Signature

Andy Stone
Printed Name

City Service-Safety Director
Title

Date

STATE OF OHIO, ACTING BY AND THROUGH THE OHIO FACILITIES CONSTRUCTION COMMISSION

Signature

Cheryl J. Lyman
Printed Name

Executive Director
Title

Date

ATHENS COMMUNITY IMPROVEMENT CORPORATION

Signature

Steve Patterson
Printed Name

President
Title

Date

EXHIBIT A

ADDITIONAL REQUIREMENTS FOR REIMBURSEMENT OF COSTS RELATED TO THE ATHENS HALL OF HONOR VETERANS MEMORIAL CULTURAL PROJECT

The Project Sponsor shall submit invoices to the Commission no less frequently than quarterly. The invoices shall identify the total amount then due and payable, the State's share of the total amount due and payable, the Application and Certificate for Payment (AIA Document G702) or similar Commission approved form, and any appropriate back-up documentation requested by the Commission staff.

Upon receipt of invoices and all appropriate supporting information in the form acceptable to the Commission, the Commission shall use its best efforts to pay the Project Sponsor within thirty (30) days. If the invoice(s) submitted by the Project Sponsor fail to meet all of the requirements set forth in this exhibit, then the Commission shall have the right to withhold disbursement of funds for such invoice(s) until Project Sponsor has complied with all such requirements.

State Appropriations to the credit of the Cultural Project shall be held in the Commission's Cultural and Sports Facilities Building Fund and shall accrue interest in accordance with State law. Interest in the Cultural and Sports Facilities Building Fund shall accrue to the credit of the Commission.

1. Payment by the Commission to the Project Sponsor shall be on a pro rata basis (in amount equal to a fraction of the invoice, with the numerator being the Grant Amount and the denominator being the Project Budget) over the length of the construction of the Cultural Project unless otherwise approved by the Commission staff.
2. Invoices containing charges for work that is more than one (1) year old at the time the invoice is received by the Commission will not be accepted or approved, unless otherwise approved by the Commission staff.
3. Invoices will be organized in the following manner:
 - (a) A summary sheet, in the form of Exhibit B, shall be included with each invoice submittal. The summary sheet will include the following information for each contract: the contractor name, the type of work or bid package, the initial contract amount, the total change orders, the total contract amount, the total work completed to date, and the amount to be paid on the invoice.
 - (b) Supporting documents will accompany all invoices. These documents include:
 - (i) copies of complete contractor pay requests including:
 - o cost breakdown including unit/unit cost, amount per unit and total cost;
 - o approval by the Project Sponsor or Project Sponsor's representative for

- payment;
 - approval by the architect or construction manager, if applicable;
 - current date;
 - invoice number; and
 - date of service.
 - (ii) copies of all approved change orders. Field work orders, construction change directives, or similar charges, shall not be paid until change orders are finalized and approved.
- (c) When construction is complete, the following documentation shall be submitted along with the summary sheet and supporting documentation:
- (i) A cover letter signed and dated by an appropriate representative of the Project Sponsor with his or her name and title printed thereon, containing the following language:

“By signing below, I certify that the charges being invoiced are for actual work completed on the Athens Hall of Honor Veterans Memorial Project, and the charges are true, accurate and appropriate, and that no liens have been filed on the Cultural Project or the Facility. I further certify that all work has been done in compliance with all applicable laws, including but not limited to prevailing wage law.”
 - (ii) A copy of the Certificate of Occupancy (if available) and/or photographs of the completed project.
4. In accordance with the current capital bill, appropriations made for buildings and structures, including remodeling and renovations, are limited to the following:
- (a) acquisition of real property or interest in real property;
 - (b) buildings and structures, which includes construction, demolition, complete heating and cooling, lighting, and lighting fixtures, and all necessary utilities, ventilating, plumbing, sprinkling, water and sewer systems, when such systems are authorized or necessary;
 - (c) architectural, engineering, and professional services expenses directly related to the project;
 - (d) machinery that is a part of the structures at the time of initial acquisition or construction;
 - (e) acquisition, development, and deployment of new computer systems, including the redevelopment or integration of existing and new computer systems, but excluding regular or ongoing maintenance or support agreements; and

- (f) equipment that meets all the following criteria:
 - (i) the equipment is essential in bringing the facility up to its intended use;
 - (ii) the unit cost of the equipment, and not the individual parts of a unit, is about \$100 or more;
 - (iii) the equipment has a useful life of five (5) years or more; and
 - (iv) the equipment is necessary for the functioning of the particular facility or project.

No equipment shall be paid for from these appropriations that is not an integral part of or directly related to the basic purpose or function of a facility or project for which moneys are appropriated. This does not apply to line items appropriated specifically for equipment.

An inventory list shall be kept of all fixtures, furniture and equipment where the cost was reimbursed by the Commission. Items listed on the inventory shall be kept, and shall remain in good repair, for the Term of this Agreement. If an item cannot be repaired, it shall be replaced in kind.

EXHIBIT B: SUMMARY SHEET (EXAMPLE ONLY)

Project Sponsor: _____ Drawdown Number: _____
 Date: _____

Work Category	Contractor Name	Initial Contract Amount	Change Orders	Total Contract Amount	Total Work Completed to Date	Amount Paid This Month
General						
General Conditions						
Demolition						
Site Work						
Structural Steel						
Roofing						
Masonry						
Misc. Metals						
Glass						
Plaster/Drywall						
Plumbing						
HVAC						
Electrical						
Fire Protection						
TOTAL						
Initial Project cost per state approval						
Initial contingency per state approval						
Contingency less current Change Orders to date						
Total Invoice Amount						
Total Construction Cost						
Total State Appropriation						
Percent of Invoice to be Reimbursed = Total State Appropriation/Total Construction Cost						
Total Amount to be Reimbursed						

0-108-23

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE ESTABLISHING A "SPECIAL REVENUE FUND" POLICY FOR THE CITY OF ATHENS.

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

SECTION I: In accordance with Ohio Revised Code Section 5705.13, Athens City Council hereby approves a "Special Revenue Fund" policy for the City of Athens, more fully described as 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

City of Athens
Special Revenue 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 Special Revenue Fund, Fund 288, will be established (ORC 5705.13).
- The amount of money reserved in this account in any fiscal year shall not exceed 5% (five percent) of the revenue credited to the General Fund in the preceding fiscal year.

- Money in the Special Revenue Fund may be invested as provided by law, with the earnings to be returned to the Special Revenue Fund.
- Money in the Special Revenue 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.
 - Special Revenue 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 Special Revenue Fund, that money shall be returned to the Special Revenue Fund.
- The Special Revenue Fund can be rescinded by ordinance. Money that has accumulated in the fund will be transferred to the General Fund.
- Money in the Special Revenue 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 Special Revenue Fund will come from interest earned on investments from the Appalachian Community Grant.

Resume

John A. Molinaro

87 University Estates Blvd.
Athens, OH 45701

Phone: 740-447-1110 (mobile)
E-mail: RuralEconomicSuccess@gmail.com

PROFESSIONAL EXPERIENCE

1/2021 to present

Principal, RES Associates, LLC (RES), Athens OH

Co-founded consulting and professional services LLC to utilize 80+ years of experience of the principals in building the economies, developing and sustaining critical organizations and improving the lives and livelihoods of the people in rural communities and regions and small metropolitan areas.

7/2012 - 10/2020

President and CEO, Appalachian Partnership Inc. (API), Nelsonville, OH

Retired October 31, 2020 from serving as the founding CEO of API, the first-ever region-wide economic development organization serving Appalachian Ohio. API'S mission is to promote enduring, widely-shared prosperity across Appalachian Ohio. API serves as a rural development hub for its region, developing regional consensus and vision on approaches to building prosperity, serving as a launching pad for ventures and programs to implement those approaches, and providing a unified and cost effective administrative and back-office operation to support them.

API's OhioSE subsidiary is a part of the JobsOhio Network – one of six regional business-led nonprofits working with JobsOhio, a statewide business-led nonprofit, as part of the privatization of economic development for Ohio. API also operates two additional subsidiaries, Appalachian Growth Capital (AGC), a certified CDFI that provides small business lending in the region and Appalachian Wood Products, LLC (AWP), a cluster initiative focused on increasing the profitability and local economic contribution of the region's sustainable hardwood forests.

Together, API, OhioSE, AGC and AWP provide a comprehensive set of services that uplift the economy and build prosperity. API develops plans, strategies and priorities to advance the regional economy and works directly with companies to build productivity, profitability and competitiveness. OhioSE serves as the "front door" for State economic development incentives and financing programs, undertakes a targeted program of business recruitment, retention and expansion supports and builds capacity of local economic development organizations. AGC fills critical gaps in private sector financing to support business growth and AWP directly supports the thousands of small companies that comprise the region's hardwood products industry.

Primary Responsibilities:

- Responsible to the board of directors for all aspects of API's management and operations
- Develop and implement plans and strategies for advancing regional prosperity
- Design staffing model and hire and supervise staff to advance API's mission
- Achieve aggressive metrics for regional economic growth

2/2006 – 6/2012

Co-Director, Community Strategies Group (CSG), The Aspen Institute, Washington DC

CSG is a unit at The Aspen Institute that engages community leaders, along with funders, advisers and networks who work with them, as they adapt proven methods, pioneer new approaches, and seek breakthroughs that make a greater difference in the livelihood, economy, culture and sustainability of the places they love, and of the families who live and work there.

	CSG's mission is focused on rural and small metropolitan markets. <u>Primary Responsibilities:</u> • Work with development organizations, communities, foundations and others to improve practice and outcomes for organizations and the communities they serve • Design and facilitate programs to help community and organizational leaders build strong partnerships, develop skills, learn from each other and improve outcomes • Provide expert assistance and advice to communities and organizations to help improve practices, operations and outcomes and tackle tough development issues • Assist organizations and associations in development of Theories of Change to help them identify and understand the complex interaction of factors that influence desired outcomes and plan more effective strategies to affect the change they seek • Manage large initiatives for private foundations and others to maximize outcomes, learning, knowledge transfer and skill development of participating organizations or individuals and to address substantial community and regional challenges • Take the lead in CSG contracting, proposal development and financial management
9/1986 -1/2006	Vice President, Program, West Central Initiative (WCI), Fergus Falls, MN WCI is a community foundation and regional development organization serving an 8,500 square mile region in western Minnesota. Supervised all program activities and related staff focused on grantmaking, community, economic and workforce development, leadership development and regional planning, and all special projects of the foundation. Gained and maintained federal economic development district status. Anticipated a serious regional labor shortage in 1991 and developed a leading-edge program that revitalized the region's economy through targeted investment in economic development and workforce training. Built and maintained numerous relationships with business and community leaders. Responsible for organizational strategic planning. Lobbied Minnesota legislature on various development issues.
5/1982 - 9/1986	Executive Director, Center for Parents and Children. Moorhead MN Responsible to a Board of Directors for all aspects of the management, operations, planning and finances of a child abuse and family counseling center. Conducted 200 speaking engagements per year. Tripled income. Quadrupled direct service hours. Brought organizational finances into the black and consistently maintained profitable operations. Lobbied North Dakota and Minnesota Legislatures on child abuse related issues.
12/1979 – 5/1982	Planner, Fargo-Moorhead Metropolitan Council of Governments, Moorhead, MN Responsible to Executive Director for a variety of planning duties, particularly in the area of transportation. Developed the first federally-approved transit plan for Fargo-Moorhead. Conducted various studies. Developed the methodology and wrote the grant resulting in the first-ever use of federal highway safety funds for pedestrian skywalks in a metropolitan business district. Wrote a successful \$5 million federal grant for a multimodal transportation terminal.
EDUCATION	
1999-2000	Policy Fellow, Hubert H. Humphrey Institute of Public Affairs – University of Minnesota
1993-1994	James Shannon Leadership Institute – University of St. Thomas
1982	Masters of Community and Regional Planning – North Dakota State University
1977-78	Graduate study, Hamma School of Theology – Wittenberg University
1976	Bachelor of Arts, English Writing - University of Pittsburgh

PROFESSIONAL CERTIFICATIONS AND APPOINTMENTS

2019 - 2021	Community Advisory Council - Federal Reserve Bank of Cleveland (appointee)
2016	Council on Underserved Communities – US Small Business Administration (appointee)
2002 - 2006	Governors Workforce Development Council – State of Minnesota (two-term appointee)
1997	Housing Development Finance Professional Certification – National Development Council
1994	Economic Development Finance Professional Certification – National Development Council

TOPICAL EXPERTISE

Communities and Economies (especially rural) • Regional Wealth Creation & Retention • Community Development • Economic and Housing Development • Workforce Development • Leadership Development • Extractive Economy Boom and Bust Cycles • Comprehensive Community Change Initiatives	Organizations • Continuous Improvement Systems • Budget, Finance & Investment • Fund Development • Leadership & Management • Personnel Administration & Supervision • Program & Service Design & Delivery • Strategic Visioning & Planning
Philanthropy and Nonprofits • Rural Development Philanthropy • Community Leadership Philanthropy • Community, Private & Corporate Foundations • Governance Models & Best Practices • Legal, Tax Exemption & Regulatory Issues • Organizational Development	Families • Family Economic Success & Self Sufficiency • Asset-building • Multi-generational Advancement Strategies • Poverty Reduction Policies, Strategies & Services • Child Abuse & Neglect Prevention & Treatment • Family Counseling & Therapy Models & Services

SELECTED AND RECENT PUBLICATIONS AND PRESENTATIONS

October 2023 (forthcoming)	Blueprint for the Keweenaw Heartlands – A multi-generational principles and values-based plan balancing conservation, recreation, tourism and economic development for 32,600 acres of forestland in the Keweenaw Peninsula of Michigan developed through an extensive stakeholder engagement process.
November 2021	A Model for Rural Workforce Development that Works - Chapter in: “Rural Development: A Framework for Supporting Vibrant Communities,” Federal Reserve System
September 2020	Organizing for Rural Prosperity , Keynote, Radically Rural Remote Virtual Conference
February 2020	Ending Hunger in Appalachian Ohio: A Plan for the Financial Windfall from Joe Burrow’s Draft Acceptance Speech , Strategic Planning and Visioning Workshop, Athens County Food Pantry, Athens OH
January 2020	Governance in Times of Challenge and Change , Workshop, The John Clem Recovery House staff and board of Directors, Athens OH
August, 2019	Community Development Financial Institutions: A Preferred Foundation Partner for Local Impact Investing , Presentation, Philanthropy Ohio, Columbus, OH
November 2018	CDFI Services for the Ohio River Valley , Presentation, Philanthropy West Virginia, Parkersburg WV
September 2018	America’s Rural Opportunity #8: Firmly Rooted: Building Enterprise and Ownership in a Regional Food Economy , Host and Speaker, The Aspen Institute, conducted at Ohio University, Athens, OH
May 2018	Appalachian Ohio’s Readiness for Development , Keynote Address, 7 th Annual State of the Region Conference, Ohio University, Athens OH

October 2017	<i>Forest to Furniture: A Sectoral Wealth-Creation Approach to build Prosperity in Appalachian Ohio</i> – Breakout Session, Michigan Council of Foundations Our Common Future Conference, Detroit MI
September 2017	<i>America's Rural Opportunity #5: Rural-Grown, Local-Owned Manufacturing</i> , Panelist and Summary Comments, The Aspen Institute, Washington DC
September 2017	<i>Investing in Regional Food Systems: Deploying Capital to Advance Opportunity</i> , Presentation, Federal Reserve Bank of Cleveland Annual Conference, Cincinnati OH
February 2017	<i>Rising Tides and Leaky Boats: Economic Development Strategies for Those Who Need Help Most</i> , Presentation, Ohio University Colloquium on Wealth and Poverty
February 2017	<i>America's Rural Opportunity #1: Local Innovation Strengthening Rural Economies</i> , Panelist, The Aspen Institute, Washington DC
January 2017	<i>Economic Development in Appalachian Ohio</i> , Presentation, Ohio Conference of Community Development Annual Meeting, Columbus, OH
November 2016	<i>The Role of Sector Strategies in Rebuilding the Economy of Appalachian Ohio</i> , SSTI National Conference, Columbus OH.
September 2016	<i>Manufacturing Workforce and the Appalachian Ohio Economy</i> , Keynote Address, Ohio Means Jobs regional conference and career fair, Belmont, OH
August 2016	<i>Collaboration – An Unnatural Act or a Rural Necessity</i> , Keynote Address, Corporation for Ohio Appalachian Development Annual Convention, Marietta OH
July 2015	<i>Appalachian Ohio POWER Initiative Core Narrative and Plan</i> , co-author ****
Jun, 2015	<i>Rooting Opportunity: Doing Economic Development Differently</i> , practitioner keynote and breakout facilitation, Aspen Institute and Center for Rural Entrepreneurship, Washington, DC
May 2015	<i>4th Annual Appalachian Ohio State of the Region Conference: Manufacturing Workforce: Building Capacity</i> , Plenary Address, Athens OH
March 2015	<i>An Abbreviated Case Study in Effective Rural Economic Development Practice: Targeted Incumbent Workforce Training</i> , prepared for and presented to the White House Rural Council, Domestic Policy Council and Organization for Economic Cooperation and Development, East Executive Office Building, Washington, DC
October 2014	<i>Shale Development in Eastern Ohio: Impacts to date and future prospects</i> , keynote presentation, Eastern Ohio Development Alliance membership meeting and candidates forum, Cambridge, OH
October 2014	<i>Five Good Ideas to Strengthen Michigan's Rural Economies</i> , workshop and presentations, Council of Michigan Foundations annual conference, Traverse City, MI
May 2014	<i>3rd Annual Appalachian Ohio State of the Region Conference: Manufacturing in Appalachia: Opportunities Abound</i> , Plenary Address on Reshoring Opportunities in Appalachian Ohio, Athens OH
April 2014	<i>Understanding Boom–Bust Cycles and How to Achieve Greater Sustainability in Appalachia</i> , presentation, A Capital Idea: Creating Investing Partnerships in the Appalachia Region, Federal Reserve Bank of Cleveland, Athens OH
October 2013	<i>Rooting Wealth that Sticks, Emerging Partnerships for 21st Century Regional and Rural Prosperity</i> , breakout session facilitation and presentation on local manufacturing value chains as a tool for building regional wealth, Delta Regional Authority and The Aspen Institute, Little Rock, AR
July 2012	<i>Creating Rural Wealth, Roundtable and Discussion</i> , Midwestern Legislative Conference, Cleveland, OH
April 2012	<i>Building a Regional Economic Development Theory of Change</i> , multi-day working session, In courage Foundation, Wisconsin Rapids, WI
March 2012	<i>Gaining Wealth Creation Traction in the Wider World: Building tools for more places to build rural livelihoods</i> , workshop, The Ford Foundation, Cross-Regional Wealth Creation Initiative Convening, New York, NY. *
March 2012	<i>Community Philanthropy in Appalachia: The current and potential development role and impact of community foundations in Appalachia</i> , presentation, Appalachian Regional Commission, Consultation on Community Philanthropy in Appalachia, Washington, DC

January 2012	<i>Building Family Economic Success: Approaches for funders to help move marginal families into the mainstream economy</i> , workshop, Iowa Council on Foundations, membership meeting, Des Moines, IA
November 2011	<i>Appalachian Rural Development Philanthropy Initiative Kickoff Workshop</i> , day-long workshop Center for Rural Development, Somerset KY *
October 2011	<i>The Wealth Creation Approach to Rural Development</i> , plenary presentation, Ford Foundation and USDA Economic Research Service, Rural Wealth Creation and Livelihoods National Conference, Washington DC ***
June 2011	<i>Wealth Creation in Rural Communities</i> , presentation, National Rural Assembly, Minneapolis, MN
May 2011	<i>What's New in Workforce Development in Middle America</i> , plenary presentation, Mid-American Economic Development Council 2011 Best Practices Conference, Des Moines, IA
April 2011	<i>Wealth Building Can Have a Big Impact on Small Communities</i> , published interview, <i>Banking and Community Perspectives</i> , Federal Reserve Bank of Dallas
February 2011	<i>Wealth Creation and Philanthropy in Middle America</i> , presentation and facilitated discussion, Iowa West Foundation board of directors and community development committee, Council Bluffs, IA
December 2010	<i>Rural Development Philanthropy Principles and Practice</i> , lead-off presentation, Rural Development Philanthropy Invitational Gathering, Olive Branch, MS
September 2010	<i>Service Design Considerations for Rural America</i> , briefing paper and presentation, Annie E. Casey Foundation design charrette for addressing needs of vulnerable rural families, Portland, ME
May 2010	<i>Exploring Alliances and Collaboration: Strategies for Increasing Effectiveness, Cutting Cost and Expanding Reach</i> , presentation and workshop, Kansas Association of Community Foundations, Wichita, KS *
May 2010	<i>Wealth Creation, Capture and Retention for Low-Wealth People and Places in Regional Systems</i> , research report prepared for the Ford Foundation Wealth Creation in Rural America Initiative *
April 2010	<i>Exploring Rural Context and Opportunities: Five Big Things to Think About When Planning Workforce Programs in or for Rural America</i> , keynote, Goodwill of America annual conference, Washington, DC
January 2010	<i>Our Shared Fate: Bridging the Rural Urban Divide Creates new Opportunities for Prosperity and Equity</i> , Presentation, State Agricultural and Rural Leaders Conference, Orlando, FL **
May 2009	<i>Making Workforce Work for Central Wisconsin: Now is the Time to Get It Right</i> , article, prepared for Workforce Central and the Community Foundation of Greater South Wood County, WI
September 2008	<i>Philanthropic Support for Economic Development and Community Impact: Innovative Strategies for Rural Funders</i> , presentation, National Rural Philanthropy Conference, Nebraska City, NE
February 2008	<i>Rural Context and Opportunities: A Report to the National Fund on Workforce Solutions</i> , framing paper for rural expansion of the National Fund
August 2007	<i>Economic Development and Philanthropy in Rural America</i> , plenary presentation, Philanthropy and the Rural Initiative for the 21 st Century, Council on Foundations, Missoula, MT
April 2007	<i>Regionalism and the Rural Economy: Why Going It Alone May Mean Going Without and How to Do Better Together</i> , keynote, 19 th Annual Kansas Economic Development Conference, Lindsborg, KS
March 2006	<i>Supporting Economic Growth and Entrepreneurship: Innovative Strategies for Foundations</i> , keynote, Third Annual Iowa Community Philanthropy Conference, Des Moines, IA

* With Aspen Institute Community Strategies Group co-director Janet Topolsky **With North Carolina Rural Center research director Jason Gray

*** With RUPRI Center for Rural Entrepreneurship director Deborah Markley ****With Jason Jolley, PhD, Ohio University Voinovich School of Public Affairs