



AGENDA
ATHENS CITY COUNCIL
MONDAY, OCTOBER 16, 2023 AT 7:00 PM

e-mail: dwalker@ci.athens.oh.us

Streaming is available at www.ci.athens.oh.us/video

**PUBLIC HEARING: PLANNED UNIT DEVELOPMENT, HOMESTEAD COURT &
BROADMOOR AT UNIVERSITY ESTATES**

- 1. Establish Quorum**
- 2. Disposition of Minutes:**
 - Regular Session held October 2, 2023
- 3. Communications**
- 4. Reports and Communications from Other Elected Officials**
- 5. Ordinance for Third Reading:**

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

6. Ordinances for Second 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

0-100-23

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 Crowl

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 Crowl

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 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 Crawl

0-108-23

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

Introduced by Council Member Crawl

7. Ordinances for First Reading:

0-109-23

AN ORDINANCE ACCEPTING A PERMANENT SANITARY UTILITY EASEMENT FROM ERIE LAND CO., LLC, FOR THE TYLER PARK LIFT STATION.

Introduced by Council Member McCarey

0-110-23

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

Introduced by Council Member Risner

0-111-23

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 17, MUNICIPAL INCOME TAX, CHAPTER 17.01, IN GENERAL.

Introduced by Council Member Crawl

0-112-23

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 3, ADMINISTRATIVE PROVISIONS, CHAPTER 3.03, EXECUTIVE; OTHER OFFICIALS, SECTION 3.03.07, DEPUTY AUDITOR.

Introduced by Council Member Crawl

0-113-23

AN ORDINANCE AMENDING THE 2023 APPROPRIATION ORDINANCE 155-22.

Introduced by Council Member Crawl

0-114-23

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 29, HOUSING REGULATIONS, CHAPTER 29.03, RENTAL DWELLING, SHORT TERM RENTAL, AND HOUSING PERMIT, SECTION 29.03.08, FEES.

Introduced by Council Member Crawl

8. Announcements & Other Business:

- Appointments/Reappointments to the Affordable Housing Commission
- Confirm Mayor's Appointment (alternate) to the Shade Tree Commission

- Confirm Mayor's Appointment to the Board of Zoning Appeals
- Motion to Accept September 2023 Financial Reports
- Motion to Accept September 2023 Credit Card Transactions
- Motion to Remove Ordinance 99-23 from the Table: AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED.

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.

0-94-23

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

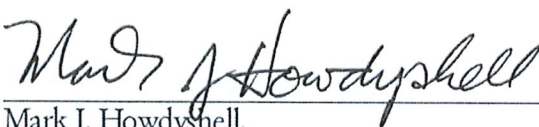
Washington County Prosecutor's Office

Nicole T. Coil

Nicole Coil,
Washington County Prosecutor

4/20/23
Date

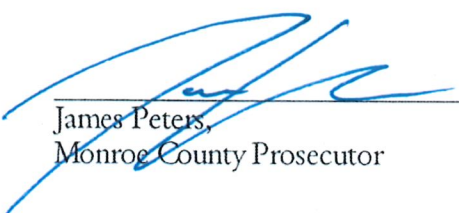
Morgan County Prosecutor's Office



Mark J. Howdysnell,
Morgan County Prosecutor

04/05/2023
Date

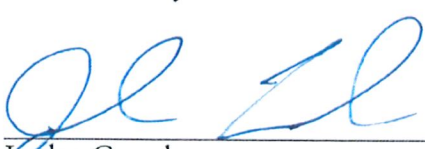
Monroe County Prosecutor's Office



James Peters,
Monroe County Prosecutor

10/25/22
Date

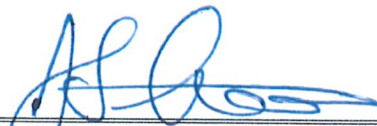
Noble County Prosecutor's Office



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

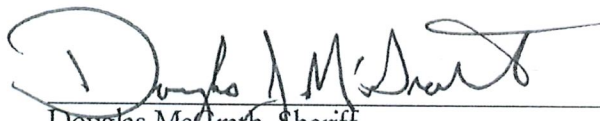
6-8-2022
Date

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
Rodney Smith, Sheriff
Athens County Sheriff's Office

4/14/22
Date

Meigs County Sheriff's Office

Keith Wood
Keith Wood, Sheriff
Meigs County Sheriff's Office

7-21-2022
Date

Middleport Police Department

Mony Wood
Mony Wood, Chief
Middleport Police Department

6/8/22
Date

Marietta Police Department

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

06/08/22
Date

Belpre Police Department

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

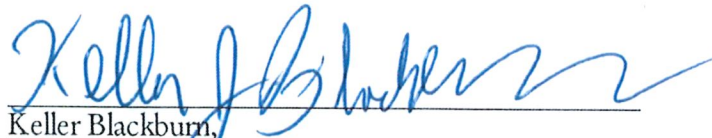
4/8/23
Date

Meigs County Prosecutor's Office


James Stanley ,
Meigs County Prosecutor

07/14/2020
Date

Athens County Prosecutor's Office


Keller Blackburn,
~~Meigs~~ 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.

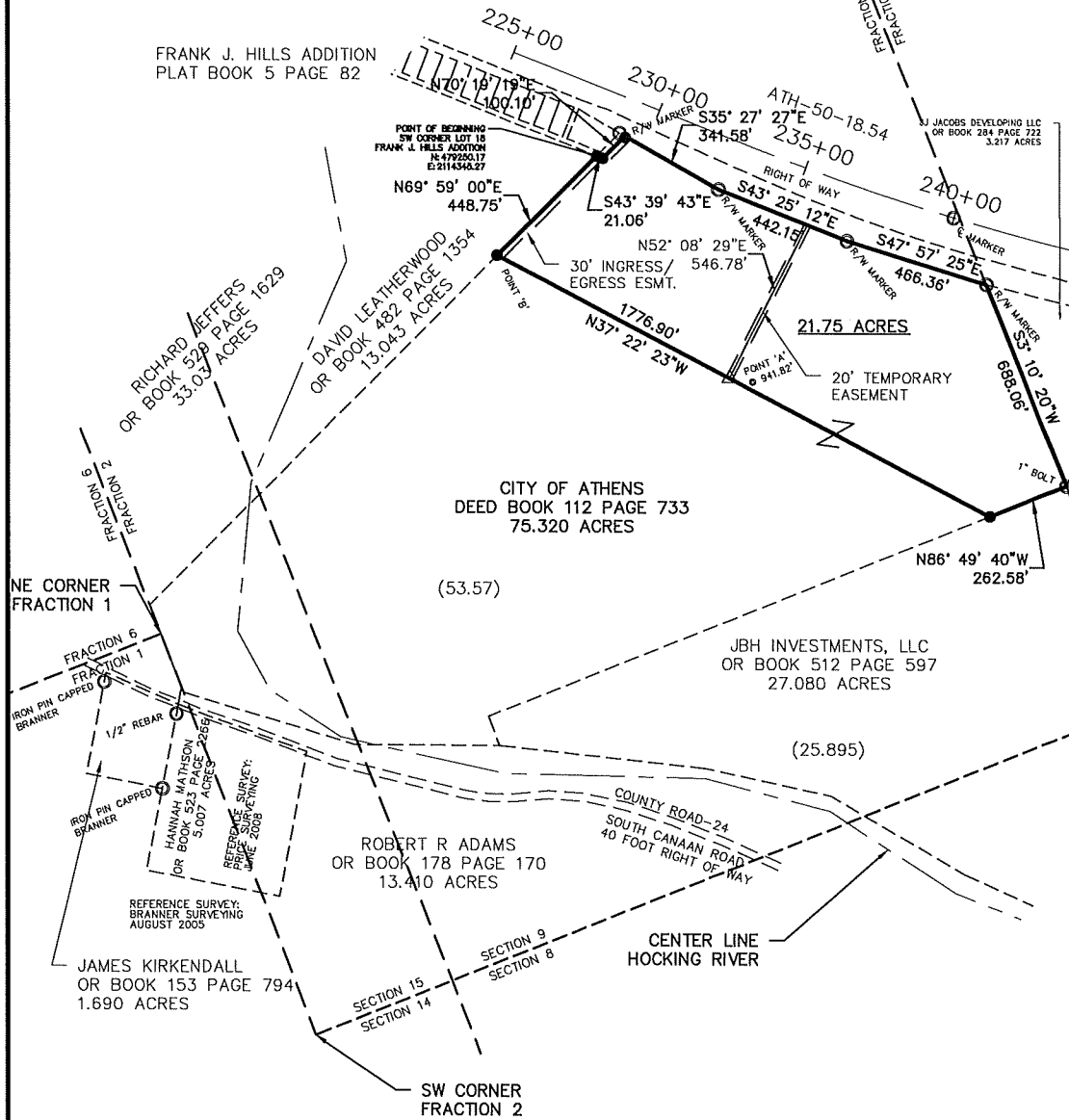
June 19, 2023
Date

Ryan D. Buckley, Professional Surveyor No. 8676

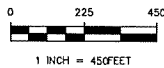
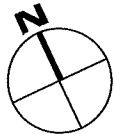
ATHENS COUNTY
CANAAN TOWNSHIP
SECTIONS 8 & 9
TOWN 5, RANGE 13
OHIO COMPANY PURCHASE
STATE of OHIO

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



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



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

0-100-23

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

0-107-23

Introduced by Sam Crowl, 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 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

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: _____ Date: _____

Drawdown Number: _____

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.

0-109-23

Introduced by Micah McCarey, Chair
City & Safety Services Committee

**AN ORDINANCE ACCEPTING A PERMANENT SANITARY UTILITY EASEMENT
FROM ERIE LAND CO., LLC, FOR THE TYLER PARK LIFT STATION.**

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

SECTION I: Athens City Council does hereby accept a permanent sanitary utility easement from Erie Land Co., LLC, for the purpose of building, accessing, and maintaining the Tyler Park Lift Station and related equipment, and the right to maintain, repair, and/or replace, as needed, the lift station, utility lines, and related equipment in the easement area, for the total consideration of One Dollar (\$1.00), more fully described in the agreement and Exhibits "A" and "B" attached hereto and incorporated herein by reference.

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

UTILITY EASEMENT

THIS EASEMENT is made and entered into on the date of the signature below, by Erie Land Co., LLC, an Ohio Limited Liability Company (**Grantor**), whose mailing address is 500 S. Front St., 10th Fl. Columbus, Ohio 43215 and The City of Athens, Ohio, a municipal corporation (**Grantee**), whose address is 8 E. Washington Street, Athens, Ohio 45701.

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to the Grantee, its successors and assigns a Sanitary Utility Easement for the Tyler Park lift station and related equipment, and the right to maintain, repair, and/or replace, as needed, the lift station, utility lines, and related equipment (the "Easement") in the easement area.

The Easement area includes, to wit:

Being a **0.1568 acre Sanitary Utility Easement** located in the City of Athens, Athens Township, Athens County, State of Ohio, Section 22, Township 9 North, Range 14 West, Farm Lot #101 and being part of a 4.06 acre parcel conveyed to Erie Land Co LLC by a deed as recorded in Official Record 585 at Page 1324 of the Athens County Recorder's office, part of a 21.00 acre parcel as conveyed to Erie Land Co LLC by a deed recorded in Official Record 585 at Page 1329 of said county deed records, and being more particularly described in the attached **Exhibit A**.

The plat of this Easement is found on the attached **Exhibit B**.

Grantor, for itself and its successors and assigns, covenants with the Grantee, its successors and assigns, that it is the true and lawful owner in fee simple, and has the right and power to convey the Easement and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor will warrant and defend the property against all claims of all persons.

The property conveyed by this Easement is being acquired by Grantee for the purpose of building, accessing, and maintaining the Tyler Park Lift Station and related equipment, and the right to maintain, repair, and replace, as needed, the Tyler Park Lift Station and related equipment in the easement area.

The Easement granted by this Agreement shall run with the land of the Grantor, and shall be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and of the Grantee.

IN WITNESS WHEREOF, Erie Land Co., LLC has caused its name to be subscribed by _____, its duly authorized _____
(office held in LLC), and its duly authorized agent on the _____ day of _____, 2023.

Erie Land Co., LLC

By _____
Print Name

Office held within Erie Land Co., LLC

STATE OF OHIO
COUNTY OF _____, SS:

On _____, 2023, before me, a Notary Public in and for said state and county, personally came _____ who acknowledged being the duly authorized agent of Erie Land Co., LLC, and acknowledged the foregoing instrument to be their voluntary act and deed. This is an acknowledgement clause. No oath or affirmation was administered to the signer with regard to this notarial act.

Printed name: _____
Notary Public
My commission expires: _____

This instrument is two pages in length, plus two exhibits. It was prepared by Jessica Branner Hittle (Reg. No. 0090497), Asst. Athens City Law Director 8 E. Washington Street Athens, Ohio 45701



buckleygroup
engineering + surveying

6801 State Route 56 Athens, Ohio 45701
Phone: 740-589-5001 Fax: 740-589-5004
www.buckley.group

DESCRIPTION OF A UTILITY EASEMENT

Situated in City of Athens, Athens County, State of Ohio

Being a **0.1568 acre Sanitary Utility Easement** located in the City of Athens, Athens Township, Athens County, State of Ohio, Section 22, Township 9 North, Range 14 West, Farm Lot #101 and being part of a 4.06 acre parcel conveyed to Erie Land Co LLC by a deed as recorded in Official Record 585 at Page 1324 of the Athens County Recorder's office, part of a 21.00 acre parcel as conveyed to Erie Land Co LLC by a deed recorded in Official Record 585 at Page 1329 of said county deed records, and being more particularly described as follows:

Beginning a point at a northwesterly corner of said 0.1568 acre easement, being a point on the easterly line of said 21.00 acre parcel and the southerly right of way line of State Route 682, a variable width right of way, from which the northeast corner of Farm Lot 101, bears N 2° 45' 40" W, 1285.65 feet for reference;

Course No. 1: Thence, S 28° 30' 47" E, with the southerly right of way line of said State Route 682, 123.10 feet to a point;

Through said 4.06 acre parcel the following seven courses:

Course No. 2: Thence, S 59° 17' 30" W, 35.95 feet to a point;

Course No. 3: Thence, N 76° 31' 25" W, 11.27 feet to a point;

Course No. 4: Thence, N 38° 35' 18" W, 16.87 feet to a point;

Course No. 5: Thence, N 32° 09' 05" W, 24.10 feet to a point;

Course No. 6: Thence, N 64° 17' 38" W, 25.66 feet to a point;

Course No. 7: Thence, S 32° 30' 36" W, 28.48 feet to a point;

Course No. 8: Thence, N 54° 13' 38" W, 23.94 feet to a point, being a point on the easterly line of said 21.00 acre parcel;

Course No. 9: Thence, N 35° 46' 41" E, with easterly line of said 21.00 acre parcel, 41.24 feet;

EXHIBIT A

Through said 21.00 acre parcel the following three courses:

Course No. 10: Thence, N 57° 57' 38" W, 7.65 feet to a point;

Course No. 11: Thence, N 32° 10' 08" E, 15.93 feet to a point;

Course No. 12: Thence, S 57° 37' 50" E, 8.66 feet to a point, being a point on the easterly line of said 21.00 acre parcel;

Course No. 13: Thence, N 35° 46' 41" E, with easterly line of said 21.00 acre parcel, 52.81 feet to the **Point of Beginning**, containing **0.1568 acres**, more or less.

Easements are contained within a 4.06 acre parcel conveyed to Erie Land Co LLC as recorded in Official Record 585 at Page 1324 and 21.00 acre parcel as conveyed to Erie Land Co LLC by a deed recorded in Official Record 585 at Page 1329 of said county Deed Records.

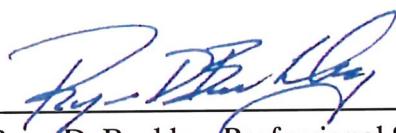
Bearings, coordinates and distances are based on Ohio State Plane (North Zone) Grid, NAD83 (CORS 96) datum.

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

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

September 6, 2023

Date



Ryan D. Buckley, Professional Surveyor No. 8676

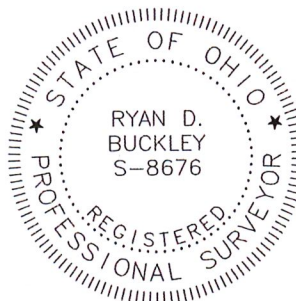


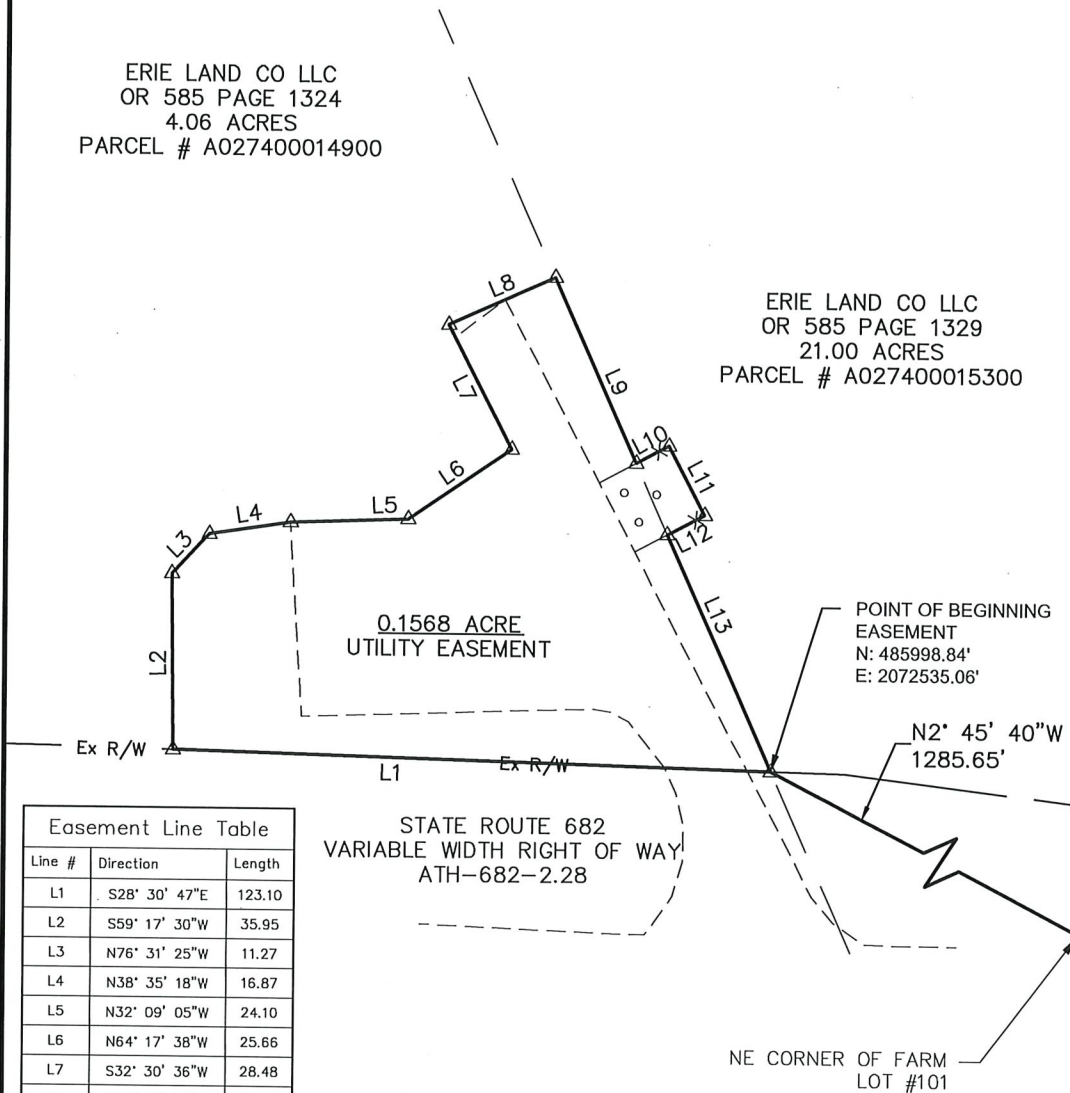
EXHIBIT B

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

ATHENS COUNTY
ATHENS TOWNSHIP
SECTION 22
TOWN 9N, RANGE 14W
OHIO COMPANY PURCHASE
STATE of OHIO

ERIE LAND CO LLC
OR 585 PAGE 1324
4.06 ACRES
PARCEL # A027400014900

ERIE LAND CO LLC
OR 585 PAGE 1329
21.00 ACRES
PARCEL # A027400015300



Line #	Direction	Length
L1	S28° 30' 47"E	123.10
L2	S59° 17' 30"W	35.95
L3	N76° 31' 25"W	11.27
L4	N38° 35' 18"W	16.87
L5	N32° 09' 05"W	24.10
L6	N64° 17' 38"W	25.66
L7	S32° 30' 36"W	28.48
L8	N54° 13' 38"W	23.94
L9	N35° 46' 41"E	41.24
L10	N57° 57' 38"W	7.65
L11	N32° 10' 08"E	15.93
L12	S57° 37' 50"E	8.66
L13	N35° 46' 41"E	52.81

LEGEND	
○	MONUMENT FOUND
●	MONUMENT SET 5/8"x30" REBAR/CAP 04153
△	POINT



0 15 30
1 INCH = 30 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 9/6/2023
DRAWN: RDB ICHCK: RDB
JOB NO. 201530

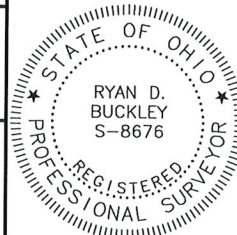
PLAT OF EASEMENT

SURVEYED FOR:
ERIE LAND CO LLC

buckleygroup
engineering+surveying

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

RYAN D. BUCKLEY
PROFESSIONAL SURVEYOR No. 8676
STATE OF OHIO
DATE: 9/6/2023



0-110-23

Introduced by Jeff Risner, Chair
Transportation Committee

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

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

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

<u>EQUIPMENT</u>	<u>SERIAL/VIN #</u>	<u>FIXED ASSET#</u>
(Fire) Smoke Trailer	1WC200K23N1056259	850353
 <u>VEHICLES</u>	 <u>SERIAL/VIN #</u>	 <u>FIXED ASSET#</u>
(Code) 2011 Ford Ranger	1FTKR1ED6BPB06933	850333
City Bus #1601	1FD FE4FS7GDC25851	850324

SECTION II: The above-listed equipment and vehicles are hereby authorized for disposal by donation to other governmental agencies, auction, sealed bids, trade-in, sell for scrap, or by Enterprise wholesale auctions or other Enterprise outlets.

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

0-111-23

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

**AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 17, MUNICIPAL
INCOME TAX, CHAPTER 17.01, IN GENERAL.**

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

SECTION I: Athens City Council hereby amends Athens City Code, Title 17, Municipal Income Tax, Chapter 17.01, In General, a copy of which is attached hereto and incorporated herein by reference.

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

ATTEST:

Clerk of Council

President of Council

APPROVED:

Mayor

17.01.014 Statement of procedural history; state mandated changes to municipal income tax.

(C) Important amendments to Section 718 of the Ohio Revised Code were enacted by Am. Sub. H.B. 33, passed by the 135th General Assembly, and signed by Governor DeWine on July 3, 2023, and H.B. 33 required municipal corporations to conform to and adopt the amended provisions of Section 718 of the Ohio Revised Code in order to have the authority to impose, enforce, administer and collect a municipal income tax.

(D) As mandated by H.B. 33, municipal income tax Ordinance 111-23, effective January 1, 2024, comprehensively establishes Title 17 in accordance with the provisions of Section 718 of the Ohio Revised Code to allow the City of Athens to continue the income tax and withholding tax administration and collection efforts on behalf of the City of Athens.

17.01.02 Effective Date

(C) Ordinance 111-23, effective January 1, 2024, contains corresponding changes to Section 718 of the Ohio Revised Code. All provisions of this Chapter 17.01 apply to taxable years beginning 2016 and succeeding taxable years.

17.01.062 Net profit; income subject to net profit tax; alternative apportionment.

(D) For the purposes of Division (A)(3) of this section, **and except as provided in division (G) of this section**, receipts from sales and rentals made and services performed shall be situated to the City of Athens as follows:

(F)(1) Except as provided in Divisions (F)(2) **and (G)** of this section, commissions received by a real estate agent or broker relating to the sale, purchase, or lease of real estate shall be situated to the City of Athens if that is where the real estate is located. Net profit reported by the real estate agent or broker shall be allocated to the City of Athens based upon the ratio of the commissions the agent or broker received from the sale, purchase, or lease of real estate located in the City of Athens to the commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

(G)(1) As used in this division:

(a) "Qualifying remote employee or owner" means an individual who is an employee of a taxpayer or who is a partner or member holding an ownership interest in a taxpayer

that is treated as a partnership for federal income tax purposes, provided that the individual meets both of the following criteria:

- (i) The taxpayer has assigned the individual to a qualifying reporting location.
- (ii) The individual is permitted or required to perform services for the taxpayer at a qualifying remote work location.

(b) "Qualifying remote work location" means a permanent or temporary location at which an employee or owner chooses or is required to perform services for the taxpayer, other than a reporting location of the taxpayer or any other location owned or controlled by a customer or client of the taxpayer. "Qualifying remote work location" may include the residence of an employee or owner and may be located outside of a municipal corporation that imposes an income tax in accordance with this chapter. An employee or owner may have more than one qualifying remote work location during a taxable year.

(c) "Reporting location" means either of the following:

- (i) A permanent or temporary place of doing business, such as an office, warehouse, storefront, construction site, or similar location, that is owned or controlled directly or indirectly by the taxpayer;
- (ii) Any location in this state owned or controlled by a customer or client of the taxpayer, provided that the taxpayer is required to withhold taxes under Section 17.01.051 of this chapter, on qualifying wages paid to an employee for the performance of personal services at that location.

(d) "Qualifying reporting location" means one of the following:

- (i) The reporting location in this state at which an employee or owner performs services for the taxpayer on a regular or periodic basis during the taxable year;
- (ii) If no reporting location exists in this state for an employee or owner under division (G)(1)(d)(i) of this section, the reporting location in this state at which the employee's or owner's supervisor regularly or periodically reports during the taxable year;
- (iii) If no reporting location exists in this state for an employee or owner under division (G)(1)(d)(i) or (ii) of this section, the location that the taxpayer otherwise assigns as the employee's or owner's qualifying reporting location, provided the assignment is made in good faith and is recorded and maintained in the taxpayer's business records. A taxpayer may change the qualifying reporting location designated for an employee or owner under this division at any time.

(2) For tax years ending on or after December 31, 2023, a taxpayer may elect to apply the provisions of this division to the apportionment of its net profit from a business or profession. For taxpayers that make this election, the provisions of division (F) of this section apply to such apportionment except as otherwise provided in this division.

A taxpayer shall make the election allowed under this division in writing on or with the taxpayer's net profit return or, if applicable, a timely filed amended net profit return or a timely filed appeal of an assessment. The election applies to the taxable year for which that return or appeal is filed and for all subsequent taxable years, until the taxpayer revokes the election.

The taxpayer shall make the initial election with the tax administrator of each municipal corporation with which, after applying the apportionment provisions authorized in this division, the taxpayer is required to file a net profit tax return for that taxable year. A taxpayer shall not be required to notify the tax administrator of a municipal corporation in which a qualifying remote employee's or owner's qualifying remote work location is located, unless the taxpayer is otherwise required to file a net profit return with that municipal corporation due to business operations that are unrelated to the employee's or owner's activity at the qualifying remote work location.

After the taxpayer makes the initial election, the election applies to every municipal corporation in which the taxpayer conducts business. The taxpayer shall not be required to file a net profit return with a municipal corporation solely because a qualifying remote employee's or owner's qualifying remote work location is located in such municipal corporation.

Nothing in this division prohibits a taxpayer from making a new election under this division after properly revoking a prior election.

(3) For the purpose of calculating the ratios described in division (F)(1) of this section, all of the following apply to a taxpayer that has made the election described in division (G)(2):

(a) For the purpose of division (F)(1)(a) of this section, the average original cost of any tangible personal property used by a qualifying remote employee or owner at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(b) For the purpose of division (F)(1)(b) of this section, any wages, salaries, and other compensation paid during the taxable period to a qualifying remote employee or owner for services performed at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(c) For the purpose of division (F)(1)(c) of this section, and notwithstanding division (F)(4) of this section, any gross receipts of the business or profession from services performed during the taxable period by a qualifying remote employee or owner for services performed at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(4) Nothing in this division prevents a taxpayer from requesting, or a tax administrator from requiring, that the taxpayer use, with respect to all or a portion of the income of the taxpayer, an alternative apportionment method as described in division (F)(2) of this

section. However, a tax administrator shall not require an alternative apportionment method in such a manner that it would require a taxpayer to file a net profit return with a municipal corporation solely because a qualifying remote employee's or owner's qualifying remote work location is located in that municipal corporation.

(5) Except as otherwise provided in this division, nothing in this division is intended to affect the withholding of taxes on qualifying wages pursuant to Section 17.01.051 of this chapter.

17.01.094. Extension of time to file.

(A) Any taxpayer that has duly requested an automatic six-month extension for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return **for a taxpayer that is an individual** shall be the fifteenth day of the tenth month after the last day of the taxable year to which the return relates. **For tax years ending on or after January 1, 2023, the extended due date of the City of Athens income tax return for a taxpayer that is not an individual shall be the fifteenth day of the eleventh month after the last day of the taxable year to which the return relates.**

(F) If the tax administrator considers it necessary in order to ensure the payment of the tax imposed by the municipal corporation in accordance with this chapter, the tax administrator may require taxpayers to file returns and make payments otherwise than as provided in this section, including taxpayers not otherwise required to file annual returns.

(G) If a taxpayer receives an extension for the filing of a municipal income tax return under division (A)(B), (C), or (E) of this section, the tax administrator shall not make any inquiry or send any notice to the taxpayer with regard to the return on or before the date the taxpayer files the return or on or before the extended due date to file the return, whichever occurs first.

If a tax administrator violates division (G) of this section, the municipal corporation shall reimburse the taxpayer for any reasonable costs incurred to respond to such inquiry or notice, up to \$150.

Division (G) of this section does not apply to an extension received under division (A) of this section if the tax administrator has actual knowledge that the taxpayer failed to file for a federal extension as required to receive the extension under division (A) of this section or failed to file for an extension under division (C) of this section.

17.01.10. Penalty, interest, fees, and charges.

(4)(a) For tax years ending on or before December 31, 2022, ~~with~~ With respect to returns other than estimated income tax returns, the City of Athens ~~shall~~ may impose a monthly penalty of \$25.00 for each failure to timely file each return, regardless of the liability shown thereon for each month, or any fraction thereof, during which the return remains unfiled regardless of the liability shown thereon. The penalty shall not exceed a total of \$150.00 in assessed penalty for each failure to timely file a return.

(b) For tax years ending on or after January 1, 2023, with respect to returns other than estimated income tax returns, the City of Athens may impose a penalty not exceeding \$25 for each failure to timely file each return, regardless of the liability shown thereon, except that The City of Athens shall abate or refund the penalty assessed on a taxpayer's first failure to timely file a return after the taxpayer files that return.

0-112-23

Introduced by Sam Crowl, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 3, ADMINISTRATIVE PROVISIONS, CHAPTER 3.03, EXECUTIVE; OTHER OFFICIALS, SECTION 3.03.07, DEPUTY AUDITOR.

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

SECTION I: In accordance with Ohio Revised Code 733.19, Athens City Code, Title 3, Administrative Provisions, Chapter 3.03, Executive; Other Officials, Section 3.03.07, is hereby amended to add the following:

3.03.07. - Deputy Auditor.

(A) There is established one position of deputy auditor. The deputy auditor shall assist the auditor in the performance of their duties.

(B) There are established two income tax administrator position(s). The income tax administrator(s) shall be appointed by the auditor and shall work under the direction of the auditor.

(C) Compensation for these positions shall be that sum as set by council.

(D) In the absence or disability of the Auditor, the Deputy Auditor shall perform the duties of the Auditor.

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

0-113-23

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:

Fourteen Thousand Eight Hundred Forty-Three and 33/100 Dollars (\$14,843.33) to General Fund, Fire, 101.208, T.C. 500, for BWC Grant; and

Forty-Five Thousand Dollars (\$45,000.00) to General Fund, Parking Enforcement, 101.718, T.C. 300, (\$25,000.00) for credit card fees and (\$20,000.00) for maintenance contract, 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

0-114-23

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 29, HOUSING REGULATIONS, CHAPTER 29.03, RENTAL DWELLING, SHORT TERM RENTAL, AND HOUSING PERMIT, SECTION 29.03.08, FEES.

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

SECTION I: Athens City Code Title 29, Housing Regulations, Chapter 29.03, Rental Dwelling, Short Term Rental, and Housing Permit, Section 29.03.08, Fees, is hereby amended to read as follows:

29.03.08. - Fees.

(A) The annual fee for a rental dwelling, short term rental, or rooming house permit shall be established by ordinance. Nothing herein contained shall prohibit the owner of a dwelling used for rental purposes from treating all the required inspection fees as a normal business expense incidental to the renting of property and, therefore, an appropriate consideration in the determination of debt. A permit issued after July 1 shall pay half of the annual fee for that year.

(B) Failure to pay a rental permit fee within one year after the date of its mailing, shall result in the cancellation of the rental permit.

(C) Said rental permit shall be reinstated upon payment of all past due amounts, plus interest, along with a reinstatement fee of ~~\$100.00 per unit~~ **established by separate ordinance**.

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

Gene Deubler

Tree Care Professional

8 1st St
Athens, OH 45701
(419) 234-3761
redbudtreecare@gmail.com

WORK EXPERIENCE

Redbud Tree Care – Owner/Lead Arborist

MAY 2023-PRESENT - Athens, OH

- Accredited by the International Society of Arboriculture
- Operating a full-time tree care service
- Training and supervising local apprentice arborists
- Curating marketing, advertising, and educational materials for the public
- Pruning trees of varying size, age, and condition
- Diagnosing and treating tree diseases, pests, and other potential hazards
- Planting and maintaining native tree species

Arborist Solutions – Production Arborist

MAY 2021--AUGUST 2023 - Columbus, OH

- Pruned, maintained, and structurally reinforced urban tree population
- Climbed mature trees in varying weather conditions using safe and efficient techniques
- Rigged large and/or dangerous branches for extraction
- Planted and transplanted trees for optimal growth
- Fertilized trees displaying decay and canopy dieback with data derived from soil samples
- Injected trees with insecticide, fungicide, and tree growth regulator treatments
- Amended soil content to support nutrient uptake and tree viability
- Managed a small team of arborist trainees
- Felled and removed dead, dying, or dangerous trees
- Operated and maintained chainsaws, pruner blades, and other mechanical devices on a daily basis
- Tested trunk integrity for decay using sonic wave devices
- Advised construction projects to prevent damage to trees and root systems

Various Electoral Campaigns – Lead Organizer

SEPTEMBER 2019-APRIL 2021 - Columbus, OH

- Managed financial data for over 25 public officials, PACS, and nonprofits
- Ensured legal compliance of all political contributions and expenditures
- Spearheaded digital organizing and targeted outreach programs
- Designed literature, advertising, and multimedia content
- Hosted weekly virtual town halls and campaign updates
- Onboarded staff and volunteers in tandem with regular duties
- Formulated and executed campaign goals, strategies, and tactics
- Dictated all external communications and internal operations
- Penned press releases and scheduled interviews with local media
- Built and managed campaign website and social media platforms
- Organized workers, educators, and religious groups

VOLUNTEER EXPERIENCE

Woodcock Nature Preserve – Trail Clearance Coordinator

JANUARY 2023-PRESENT - New Marshfield, OH

- Identifying and removing non-native invasive plants from forest and grassland settings
- Coordinating and leading volunteer groups
- Felling and removing hazardous trees and branches from trail paths
- Educating volunteers about native flora and fauna

VOLUNTEER EXPERIENCE CONT.

Friends of the Franklinton Forest – Lead Arborist

JANUARY 2021-DECEMBER 2022 - Columbus, OH

- Planted over 300 free trees for neighbors throughout Franklinton
- Offered professional arboricultural expertise to a small grassroots organization
- Coordinated volunteer efforts throughout the spring planting season
- Collaborated with local elected officials and community leaders to reforest an underserved community
- Curated marketing materials and social media promotions

EDUCATION

Ohio Northern University B.A. English; B.A. Political Science

AUGUST 2015-MAY 2019 - Ada, OH

- Sigma Pi Fraternity, Founder & President
- English Department Newsletter, Editor-in-Chief
- Student Senate, Secretary of Public Information
- Varsity Football
- Model United Nations

SKILLS

- Over three years of arboricultural and agricultural work experience
- Educated in practices of organic plant health care and soil management
- Broad and relevant community/campaign organizing experience
- Grant application, fundraising, and media relations proficiency
- Ability to operate collaboratively and independently
- Proactive and cooperative communication style

PERSONAL INTERESTS

- Permaculture
- Agroforestry
- Hiking
- Rock climbing
- Birdwatching
- Photography
- Camping
- Gardening
- Woodworking
- Community volunteering

I first came to Athens in the fall of 2004 and immediately felt a connection to the area. Although I was initially drawn to Southeast Ohio, from Ireland, to study history at the University, it was the community and family that I have since built that led me to want to make Athens my home. While a student at Ohio University I always sought out ways to get involved including a year as the Vice-President of the Graduate Student Senate and active participation in International Student activities. In 2011, looking for career opportunities, I moved to the Cleveland area. During this time, I spent 8 rewarding years teaching history at an elite private school, while also acting as a mentor and coach. After almost a decade, my family and I decided to move back, searching for that connection that made Athens always feel like home.

In 2021, I began working for Hocking Athens Perry Community Action as the first Athens County Broadband Coordinator. Through this work, I developed a network of local stakeholders to develop a community-led solution to the county's broadband deficits, focusing on attainable strategies rooted in the best interests of the region. I formed and chaired the Athens County Broadband Advisory Committee, which included many local leaders including the County Commissioners, village and city mayors, workforce development leaders, various non-profit organizations, school leaders, and representatives from the business and healthcare sectors.

A year and a half ago, I moved to a position with the Corporation for Ohio Appalachian Development as the director of a new initiative, the COAD Pathways HUB. This program offers Community Health Worker services to the most vulnerable members of communities across 15 counties in Southern Ohio, utilizing the nationally recognized Pathways model. Through this work, I have become deeply involved with both the healthcare and social services sector in the region, while gaining knowledge about the social needs in the region.

After becoming a US citizen, I am looking forward to finding ways to get more fully involved in this community. I already serve on the board of the Athens Ohio Soccer Organization, a local group that organizes youth and adult soccer activities in the area. In addition, I have served as youth soccer coach for the last several years. As my two children progress through the local school system, I am eager to offer my time and effort to help Athens continue to grow as the family friendly place that I am happy to call my home.