



AGENDA
ATHENS CITY COUNCIL
MONDAY, MARCH 25, 2024
7:00 PM
e-mail: dwalker@ci.athens.oh.us
Streaming is available at www.ci.athens.oh.us/video

PLANNING & DEVELOPMENT COMMITTEE:

- Title 49 Application (74 N. Court/Uptown Realty Group, LLC)
- Title 49 Application (32 W. Carpenter/Mount Zion Black Cultural Center)

FINANCE & PERSONNEL COMMITTEE:

- Axon (APD body worn camera and taser contract renewal)
- 2024 NOPEC Energized Community Grant

CITY & SAFETY SERVICES:

- City Fiber Network, Project #347 (amend 0-02-24)

Sam Crowl
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.

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 74 AND 74 ½ NORTH COURT STREET TO REPLACE AN EXISTING BALCONY LOCATED IN THE CITY RIGHT-OF-WAY.

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

SECTION I: Having satisfactorily met the regulations established pursuant to Title 49, Management, Administration, and Control of the Use of the City's Public Rights-of-Way, a special right-of-way use permit is hereby granted at 74 and 74 1/2 North Court Street, to Montle, LLC, owner, on behalf of applicant Robert Prebe, Uptown Realty Group, LLC, to replace an existing balcony in the City right-of-way, as indicated on the application attached hereto and incorporated herein by reference.

SECTION II: Montle, LLC, owner, shall agree to indemnify, and save the City of Athens harmless from all claims, demands, costs, expenses, real estate taxes, if any, and compensation which might arise from the encroachment of permittee upon property of the City of Athens that is the subject of this ordinance.

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

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

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



TITLE 49 APPLICATION

Use of the City's Public Rights of Way

(Office Use Only)
Permit #: T4923-000005
Date Rec'd: May 23, 2023

In accordance with Title 49, Application Fee: "At the time that a person submits an application for Use of Right of Way Permit, such person shall pay a non-refundable application fee of \$50 payable to the City of Athens."

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

Contact Information:

1. Applicant Robert Prebe Uptown Realty Group LLC Phone 7405904882 7405904882 7405904882
2. Mailing Address 10 East Union St State OH Zip 45701
3. Email Address info@athensuptownrealty.com
4. Address of Project/Site 74 North Court Street
5. Parcel Number: A028140007900 Zoning Designation: _____
6. Project Description: Balcony replacement

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

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

Applicant Signature

Date May 23, 2023

Bob Prebe

Owner Signature

Date _____

For Office Use Only

1. Code Enforcement Admin: Signature WJH Date 5/23/23

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

Remarks: _____

Signature [Signature] Date 3-6-24

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

Remarks: _____

Signature [Signature] Date 3-6-24

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

Remarks: _____

Signature [Signature] Date 3/6/24



MONTL-1

OP ID: SH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mathews Insurance Inc 240 Columbus Rd, PO Box 970 Athens, OH 45701 Sharon Hicel	740-593-5573	CONTACT Mallory Swalm NAME: PHONE (A/C, No, Ext): 740-593-5573 FAX (A/C, No): 740-594-4782 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Ohio Mutual Insurance Co		10202
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO JECT ☐ LOC ☐ OTHER:			CPP0027067	01/15/2024	01/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AGGREGATE \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability coverage per policy and limits above with respects to
74 N. Court St, Athens, OH 45701.

CERTIFICATE HOLDER

City of Athens
28 Curran Dr
Athens, OH 45701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sharon Hicel

Electronically Signed by:
Sharon Hicel
EIN/05615516-2017-DBEC-1...

ACORD 25 (2018/03)
ENV05652636-2917-DBEC-1762-AAFB
03/05/2024 14:18 PM EST

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Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 32
WEST CARPENTER STREET TO CREATE A PATRON DROP OFF AREA LOCATED
IN THE CITY RIGHT-OF-WAY.

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

SECTION I: Having satisfactorily met the regulations established pursuant to Title 49, Management, Administration, and Control of the Use of the City's Public Rights-of-Way, a special right-of-way use permit is hereby granted at 32 West Carpenter Street, to Mount Zion Black Cultural Center, owner, on behalf of applicant Susan Right, to create a patron drop off area in the City right-of-way, as indicated on the application attached hereto and incorporated herein by reference.

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

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

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

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



TITLE 49 APPLICATION

Use of the City's Public Rights of Way

In accordance with Title 49, Application Fee: "At the time that a person submits an application for Use of Right of Way Permit, such person shall pay a non-refundable application fee of \$50 payable to the City of Athens."

(For Office Use Only)

Permit # 74924-000001

Date Rec'd 1/22/2024

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

Applicant SUSAN RIGHI, for MZBCC Phone 740.707.1348
Mailing Address P.O. Box 548 ATHENS, OH 45701
Email Address srighi@mountzionathens.org
Address of Project/ Site 32 W. CARPENTER ST ATHENS, OH
Parcel Number A02-81500084-00 + 8500 + 83-00 Zoning Designation R-3
Property Owner MOUNT ZION BLACK CULTURAL CENTER Phone -
Property Owner Mailing Address P.O. Box 548 ATHENS, OH 45701
Project Description CURB CUT TO ALLOW DROP OFF OF PATRONS ON N. CARPENTER ST

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

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

Applicant Signature Susan Righi Date Jan 22, 2024

By signing property owner agrees to indemnify, and save the City of Athens harmless from all claims, demands, costs, expenses, real estate taxes, if any, and compensation which might arise from the encroachment of permittee upon property of the City of Athens that is the subject of this application.

Property Owner Signature _____ Date _____

For Official Use Only

- Code Enforcement Admin:** Signature UMA Date 1/22/24
☒ Supporting Documents Attached ☒ Fee Paid Amount \$ 50
- Code Directors Review:** ☒ Approved ☐ Refused ☐ Missing Documentation
Remarks _____
Signature [Signature] Date 3-5-24
- City Engineer Review:** ☐ Approved ☐ Refused ☐ Missing Documentation
Remarks _____
Signature [Signature] Date 3-5-24
- Service Safety Director:** ☐ Approved ☐ Refused ☐ Missing Documentation
Remarks Must replace removed large tree
Signature [Signature] Date 3/6/24



MTZIO-1

OP ID: SH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mathews Insurance Inc 240 Columbus Rd, PO Box 970 Athens, OH 45701 Sharon Hickel	740-593-5573	CONTACT NAME: Mallory Swalm PHONE (A/C, No, Ext): 740-593-5573 FAX (A/C, No): 740-594-4782 E-MAIL ADDRESS:																					
INSURED MT Zion Baptist Church Preservation Society PO Box 548 Athens, OH 45701		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Cincinnati Insurance Co</td><td>10677</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Insurance Co	10677	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOG OTHER:			ENP0452468	08/17/2023	08/17/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - POLICY LIMIT	\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: N. Congress St

CERTIFICATE HOLDER

CANCELLATION

CITY OF ATHENS Code Enforcement Office 28 Curran Dr Athens, OH 45701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sharon Hickel Electronically Signed by: <i>Sharon Hickel</i> ENV 677 (0004-1010-EDOF-2..)
--	---

ACORD 25 (2018/03)
ENV67718084-1616-FBDF-2316-AFDD
01/23/2024 09:05 AM EST

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Plat of Survey

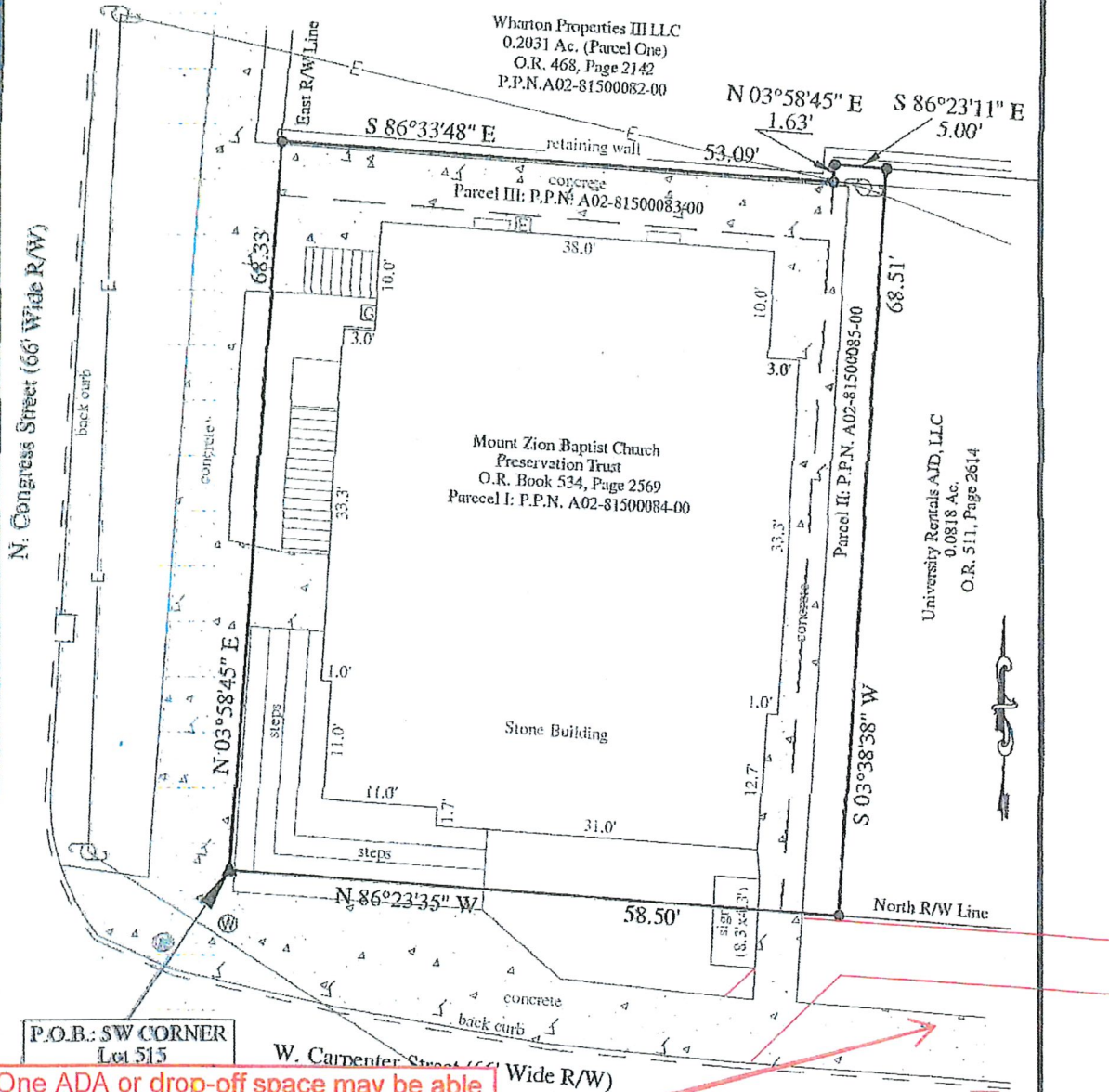
City of Athens, County of Athens, State of Ohio,
pt. Lot 515, Section 10, Township 9N, Range 14W.

PROPERTY LOCATION:

Being Survey of 3 Parcels conveyed to Mount Zion Baptist Church Preservation Society, as recorded in O.R. Book 534, Page 2569, in the Athens County Deed Records, and being all of Auditor's P.P.N. A02-81500084-00, P.P.N. A02-81500085-00, & P.P.N. A02-81500083-00.

BASIS OF BEARING

The bearings of this plat are based on the East West Right of Way Line of North Congress Street (66' Wide R/W), as being N 86°23'35" W, and is an assumed Meridian used to denote angles only.



LEGEND

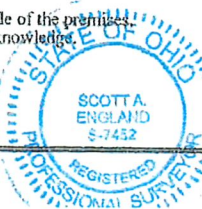
- - 1/2" o.d. Iron Pin Found
- ▲ - Set Drilled Hole in Concrete
- - 5/8" x 30" Iron Pin Set w/red cap labeled "S.A.England #8-1432"

New Storm Drain Required

PREPARED BY:
S.A. ENGLAND SURVEYING
Professional Land Surveying
P.O. Box 1770
Buckeye Lake, Ohio 43068
PHONE: 740-323-0644
WWW.SURVEYOHIO.COM

I hereby certify that an actual survey was made of the premises, and that this plat is correct to the best of my knowledge.

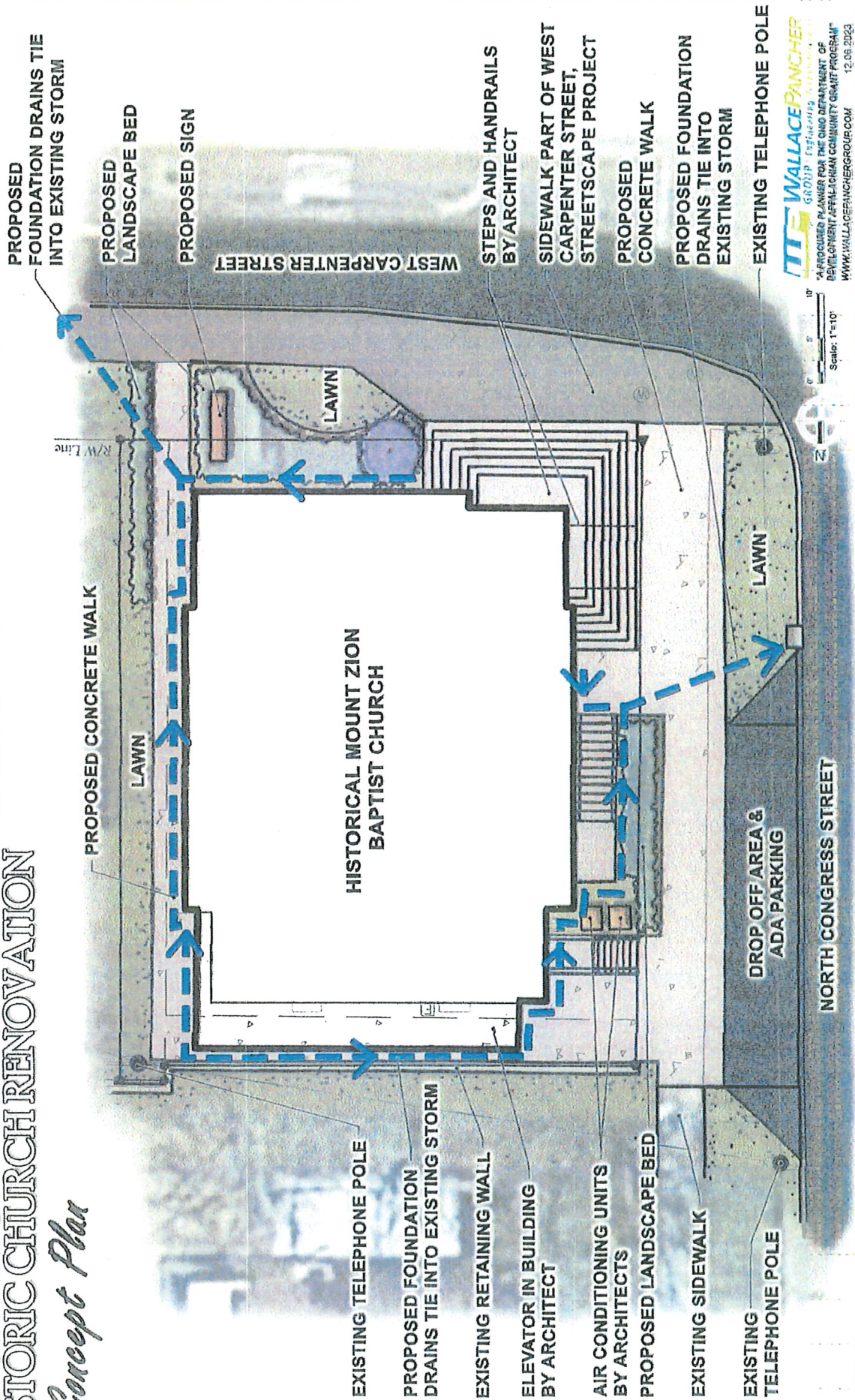
Date: 10/1/14
Scott A. England, P.S.
Ohio Registered Surveyor #S-7452



1 Inch = 10 Feet

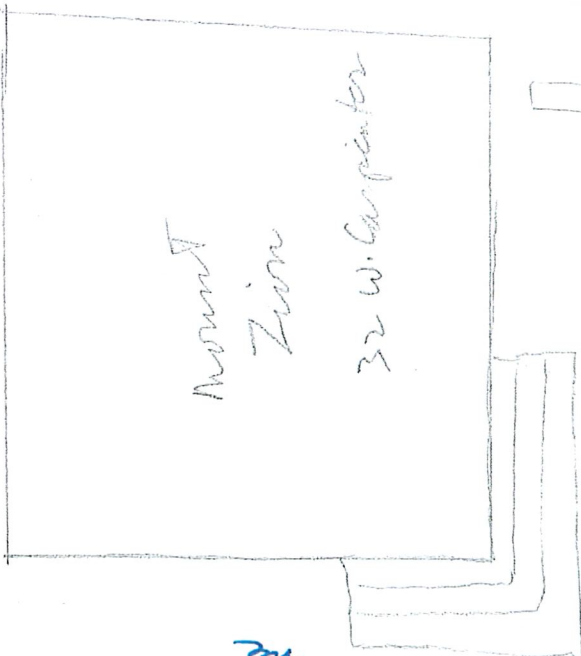
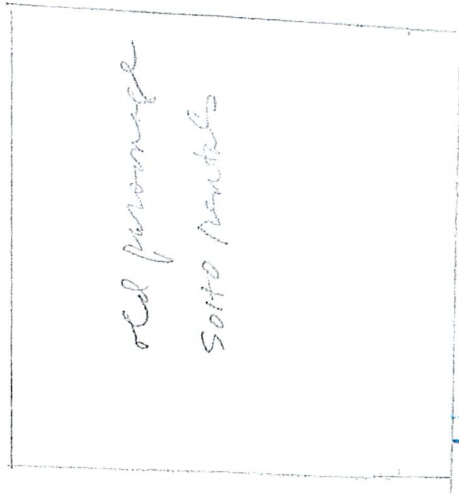
MOUNT ZION APPALACHIAN BLACK CULTURAL CENTER HISTORIC CHURCH RENOVATION

Concept Plan



check
R/W
width

N. Congress St



city road

drop off / ADA building

± 21' r Taper C.B.

Carpenter St

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO RENEW A FIVE-YEAR CONTRACT WITH AXON ENTERPRISE, INC. TO UPGRADE BODY WORN CAMERAS AND TASERS FOR THE ATHENS POLICE DEPARTMENT.

WHEREAS, said equipment is specialized technology with programming services that are proprietary, limited to a single source provider that currently provides tasers to the City, and therefore competitive bidding is not required; and

WHEREAS, an appropriation will be part of the annual budget for the term of the contract;

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

SECTION I: The Service-Safety Director is hereby authorized to renew a five-year contract with Axon Enterprise, Inc., a copy of which is attached hereto and incorporated herein by reference, to upgrade Body Worn Cameras and Tasers for the Athens Police Department.

SECTION II: The Service Safety Director is hereby authorized to expend up to Three Hundred Seventy-Six Thousand Dollars (\$376,000.00) from General Fund, Police, 101.207, for said 5-year renewal contract.

SECTION III: The 2024 Appropriation Ordinance, 130-23, is hereby amended by appropriating from the unappropriated balance the sum of Six Thousand Five Hundred Dollars (\$6,500.00) to General Fund, Police, 101.207, for additional costs associated with the second half-year payment.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-555174-45373.766JC

Issued: 03/22/2024

Quote Expiration: 05/31/2024

Estimated Contract Start Date: 07/15/2024

Account Number: 112622

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Athens Police Department - OH 11 N College St Athens, OH 45701-2437 USA	Athens Police Department - OH 8 E Washington St Athens OH 45701-2444 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joslyn Camacho Phone: Email: jcamacho@axon.com Fax:	Nick Magruder Phone: (740) 592-3313 Email: nmagruder@ci.athens.oh.us Fax: (740) 592-3358

Quote Summary

Program Length	60 Months
TOTAL COST	\$375,424.08
ESTIMATED TOTAL W/ TAX	\$375,424.08

Discount Summary

Average Savings Per Year	\$24,681.54
TOTAL SAVINGS	\$123,407.72

Payment Summary

Date	Subtotal	Tax	Total
Jun 2024	\$75,084.80	\$0.00	\$75,084.80
Jun 2025	\$75,084.82	\$0.00	\$75,084.82
Jun 2026	\$75,084.82	\$0.00	\$75,084.82
Jun 2027	\$75,084.82	\$0.00	\$75,084.82
Jun 2028	\$75,084.82	\$0.00	\$75,084.82
Total	\$375,424.08	\$0.00	\$375,424.08

Quote Unbundled Price: \$498,831.80
 Quote List Price: \$425,672.60
 Quote Subtotal: \$375,424.08

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
M00010	BUNDLE - OFFICER SAFETY PLAN 10	27	60	\$261.81	\$216.65	\$205.07	\$332,213.40	\$0.00	\$332,213.40
A la Carte Hardware									
H00001	AB4 Camera Bundle	27			\$849.00	\$125.78	\$3,396.06	\$0.00	\$3,396.06
H00002	AB4 Multi Bay Dock Bundle	4			\$1,638.90	\$409.72	\$1,638.88	\$0.00	\$1,638.88
A la Carte Software									
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	60		\$10.85	\$10.85	\$17,577.00	\$0.00	\$17,577.00
Pro License	Pro License Bundle	6	60		\$44.05	\$43.33	\$15,598.74	\$0.00	\$15,598.74
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$0.00	\$0.00	\$0.00	\$0.00
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$375,424.08	\$0.00	\$375,424.08

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	27	1	06/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	30	1	06/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	30	1	06/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	4	1	06/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	06/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	27	2	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	27	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	27	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	540	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	270	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	27	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	27	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	27	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	54	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	90	1	06/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	220	1	06/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	80	1	06/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	220	1	06/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	27	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	80	1	06/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	06/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	80	1	06/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	220	1	06/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	27	1	06/15/2029
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	06/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Q-555174-45373.766JC

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	27	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	27	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	27	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73680	AXON RESPOND PLUS - LICENSE	27	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	270	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	27	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	27	07/15/2024	07/14/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	07/15/2024	07/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	07/15/2024	07/14/2029
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	07/15/2024	07/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	27
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	27	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	27	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	5	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	27	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	06/15/2025	07/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	11 N College St	Athens	OH	45701-2437	USA
2	11 N College St	Athens	OH	45701-2437	USA

Payment Details

Jun 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,515.40	\$3,515.40
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$600.00
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$400.00
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	27	\$679.21	\$679.21
Year 1	H00002	AB4 Multi Bay Dock Bundle	4	\$327.78	\$327.78
Year 1	M00010	BUNDLE - OFFICER SAFETY PLAN 10	27	\$66,442.68	\$66,442.68
Year 1	ProLicense	Pro License Bundle	6	\$3,119.75	\$3,119.75
Total				\$75,084.80	\$75,084.80

Jul 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Invoice Upon Fulfillment	M00010	BUNDLE - OFFICER SAFETY PLAN 10	27	\$0.00	\$0.00
Total				\$0.00	\$0.00

Jun 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,515.40	\$3,515.40
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$600.00
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$400.00
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	27	\$679.21	\$679.21
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	\$327.78	\$327.78
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	27	\$66,442.68	\$66,442.68
Year 2	ProLicense	Pro License Bundle	6	\$3,119.75	\$3,119.75
Total				\$75,084.82	\$75,084.82

Jun 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,515.40	\$3,515.40
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$600.00
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$400.00
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	27	\$679.21	\$679.21
Year 3	H00002	AB4 Multi Bay Dock Bundle	4	\$327.78	\$327.78
Year 3	M00010	BUNDLE - OFFICER SAFETY PLAN 10	27	\$66,442.68	\$66,442.68

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Pro.License	Pro License Bundle	6	\$3,119.75	\$0.00	\$3,119.75
Total				\$75,084.82	\$0.00	\$75,084.82

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,515.40	\$0.00	\$3,515.40
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	27	\$679.21	\$0.00	\$679.21
Year 4	H00002	AB4 Multi Bay Dock Bundle	4	\$327.78	\$0.00	\$327.78
Year 4	M00010	BUNDLE - OFFICER SAFETY PLAN 10	27	\$66,442.68	\$0.00	\$66,442.68
Year 4	Pro.License	Pro License Bundle	6	\$3,119.75	\$0.00	\$3,119.75
Total				\$75,084.82	\$0.00	\$75,084.82

Jun 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,515.40	\$0.00	\$3,515.40
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	27	\$679.21	\$0.00	\$679.21
Year 5	H00002	AB4 Multi Bay Dock Bundle	4	\$327.78	\$0.00	\$327.78
Year 5	M00010	BUNDLE - OFFICER SAFETY PLAN 10	27	\$66,442.68	\$0.00	\$66,442.68
Year 5	Pro.License	Pro License Bundle	6	\$3,119.75	\$0.00	\$3,119.75
Total				\$75,084.82	\$0.00	\$75,084.82

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes #Q205744/Q316972. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Agency has existing contract(s) originated via Quote(s): Q-205744, Q-316971

These contracts expire effective 07/15/2024.

_____ Signature	_____ Date Signed
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3/22/2024

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Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2024 ENERGIZED
COMMUNITY GRANT(S) FUNDS.

WHEREAS, the City of Athens is a member of the Northeast Ohio Public Energy Council (NOPEC) and is eligible for one or more NOPEC Energized Community (NEC) Grant(s) for 2024, as provided for in the NEC Grant Program guidelines; and

WHEREAS, NEC grant(s) are intended to be used by member communities for energy efficiency or energy infrastructure projects; and

WHEREAS, the City of Athens has previously entered into a Grant Agreement with NOPEC, Inc. to receive one or more NEC Grant(s);

BE IT ORDAINED BY THE CITY OF ATHENS, COUNTY OF ATHENS, AND
STATE OF OHIO:

SECTION I: The Council of the City of Athens finds and determines that it is in the best interest of the City to accept said grant(s), and hereby authorizes the Mayor to enter into the 2024 NOPEC Energized Community (NEC) Grant Agreement, a copy of which is attached hereto and incorporated herein by reference.

SECTION II: This City Council finds and determines that all formal actions of this City Council concerning and relating to the passage of this Ordinance were taken in open meetings of this City Council and that all deliberations of this City Council and of any of its committees that resulted in said formal actions were in meetings open to the public in compliance with the law.

SECTION III: 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

NOPEC 2024 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and _____, _____ County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2024 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2024 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2026. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2024 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2024, and shall expire on December 31, 2024, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council (“NOPEC” or “Northeast Ohio Public Energy Council”) member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

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

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: _____

Name: _____

_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

_____, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

Debbie Walker

From: Patricia Morris-Witmer
Sent: Tuesday, March 19, 2024 11:33 AM
To: Debbie Walker; Sam Cowl
Cc: Steve Patterson; Andy Stone
Subject: NOPEC Energized Community (NEC) Grant 2024
Attachments: 0-30-23.pdf; NEC Grant Program Policies 2024.pdf; NEC Grant 2024 Handout.pdf; City or Village Ordinance to accept 2024 NEC Grant.docx; 2024 NOPEC Energized Community Grant Agreement.docx

Hi Debbie & Sam!

We received \$7,477 in grant funds from NOPEC this year. They require legislation from City Council to accept the funds, so could you place this on Monday's Council Committee agenda? I attached the ordinance from last year. Also attached are the 2024 NOPEC reference materials.

Past projects we have used the funds for are:

2018: Athens Public Transit Solar Bus Shelters
2019: Solar Powered Personal Device Charging Stations
2020: Near East Side Solar Light Project
2021: Continuation of Near East Side Solar Light Project
2022: Community Center Energy Efficient LED Lighting Project
2023: Meadow Lane Pocket Park Solar Pathway Lighting Project

The Mayor hasn't settled on a project for this year yet, but with escrowed funds from previous years we will as much as \$12,373.72 to expend. This is a reimbursement grant, so when the project, cost, and fund line are determined, we will come back to Council to request an authorization and appropriation for the project. I can request reimbursement after we expend the funds.

Thank you,
Patty



NOPEC Energized Community (NEC) Grant 2024 Program Policies

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2024, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Community Investment Manager (CIM) will have oversight and day-to-day management responsibility for the program.

Deadlines: NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2024. Any grant funds not accepted, with an approved community profile by June 30, 2024, will be returned to the grant pool. Grant funds must be drawn down via disbursement request by November 30, 2026. Funds not drawn down by that date will be returned to the grant pool.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1, 2024, will be paid cash grants at the rate of [\$4] per enrolled account for gas and [\$6] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program on January 1, 2024, only will be paid cash grants at the rate of [\$3] per enrolled account. Existing NOPEC member communities enrolled in the electric program only on January 1, 2024, will be paid cash grants at the rate of [\$5] per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of the metered accounts enrolled for a minimum of three consecutive months will be applied. The minimum grant amount will not be less than \$250.00 for all eligible communities.

Member counties) will also receive grants based on the communities and programs enrolled through the county membership. Grants will be calculated using the same averaging method as the community grants. County members will receive [\$1.50] for

gas and [\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [\$0.50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities and counties will be notified by letter in January 2024 of the grant amount available for its use. Each community must enter into a grant agreement, if required, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the profile and disbursement request processes, will be completed, and submitted online.

Processing: The first step for the NEC grant program is completing the community profile. Returning users may use the same account created in 2023 and new grant representatives will create a community profile in the online grant program for a new community.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2024. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete disbursement requests to draw down their accepted NEC Grant funds. New requests will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., invoices, AIA forms, or receipts) must be attached. All disbursement requests must be submitted electronically in the grant system. NEC Grant funds must be drawn down using the first in first out (FIFO) accounting method, meaning communities must draw down previous NEC Grant award balances prior to accessing the 2024 award.

Staff will review each request to determine if it meets the criteria and formally approve each project funded. Communities may begin the work during the review process, but it does not guarantee funding approval. Work that is determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible uses include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Streetlights and traffic lights are also eligible if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging stations and emergency

generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

In addition to the projects listed above, communities may use grant funds for the lease or purchase costs of plug-in electric vehicles.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefiting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional uses are eligible. Each community must request its own grant funds for a multi-jurisdictional use. Non-NOPEC members may be part of a multi-jurisdictional use but will not be eligible for any grant funds from NOPEC.

If a community completed work that meets the eligibility requirements within the previous calendar year it may submit that project for the grant.

If a member community conducts an energy audit for the proposed work, audit costs may be defrayed with grant funds. The audit must be performed by a credentialed professional.

Once the request is reviewed and approved, the community will receive written confirmation. Each approved request will become an exhibit to the Grant Agreement. A member community must be a member in good standing of the Northeast Ohio Public Energy Council, as defined in the NOPEC, Inc. Grant Agreement with the community, at the time of written confirmation and at the time of disbursement to receive a 2024 NEC Grant award.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or work, in accordance with local requirements, with qualified professionals. Disbursements will be made until funds have been depleted. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. For existing NOPEC communities 2024 NEC Grant awards will become available for disbursement after the community has an approved 2024 profile.

This is not a reimbursement grant, i.e., communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) with appropriate supporting documents submitted on-line. Appropriate supporting documents include invoices or AIA forms for work completed or signed contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests.

The CIM will review all disbursement requests and submit them for processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The CIM will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program, including whether a community is a member in good standing of NOPEC, shall be final, conclusive, and binding on all grant recipients.

NOPEC Energized Community (NEC) Grant

The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects. Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.

Ideas for 2024 Grant Projects

Grants can be used for **government, residential, and commercial properties**. Here are some examples of what you can do with your grant dollars:

- Lease or purchase of plug-electric vehicles
- Traffic signal upgrades
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Tree canopy restoration
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances



Secure Your Grant Dollars

Step 1: Submit Profile at nopecgrants.org — Due by June 30th, 2024

- A.** Accept funds by passing community legislation
- B.** Complete grant agreement

Step 2: Draw Funds — Due by November 30th, 2026

- A.** Submit disbursement requests

Questions?

Contact Jessica Renner, Community Investment Manager, at grants@nopecinc.org

0--24

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AMENDING ORDINANCE 02-24; AUTHORIZING A CITY FIBER NETWORK, PROJECT #347.

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

SECTION I: Section I ~~II and III~~ of Ordinance 02-24 ~~is~~ are hereby amended to read as follows:

Section II: ~~The 2022 Appropriation Ordinance 150-21, is hereby amended by appropriating from the unappropriated balance the sum of Five Hundred Thousand Dollars (\$500,000.00) to ARPA Fund, 286, T.C. 500, and the 2024 Appropriation Ordinance 130-23 by One Hundred Ten Thousand Dollars (\$110,000.00) to ARPA Fund, 286, T.C. 500, and increasing the total appropriations by said amount.~~

Section III: The Service-Safety Director is hereby authorized to expend up to ~~Five Hundred Thousand Dollars (\$500,000.00)~~ **Six Hundred Ten Thousand Dollars (\$610,000.00)** from ARPA Fund, 286, T.C. 500, for said project.

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