



AGENDA
ATHENS CITY COUNCIL
MONDAY, APRIL 1, 2024 AT 7:00 PM

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

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

1. Establish Quorum

2. Disposition of Minutes:

- Regular Session of Council held March 18, 2024

3. Communications

4. Reports and Communications from Other Elected Officials

5. Ordinances for Third Reading:

0-25-24

AN ORDINANCE AMENDING ORDINANCE 62-23; AUTHORIZING PRELIMINARY ENGINEERING SERVICES FOR THE STATE ROUTE 682/56 INTERSECTION IMPROVEMENTS, PROJECT (#357).

Introduced by Council Member Spjeldnes

0-26-24

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 17, MUNICIPAL INCOME TAX, CHAPTER 17.01, [IN GENERAL], SECTIONS 17.01.011(B), AUTHORITY TO LEVY TAX, AND 17.01.012, PURPOSES OF TAX; RATE; AND CHAPTER 17.01.09, ANNUAL RETURN, SECTION 17.01.091(A)(1), RETURN AND PAYMENT OF TAX.

Introduced by Council Member Risner

0-27-24

AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23.

Introduced by Council Member Risner

6. Ordinances for Second Reading:

0-28-24

AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23; AND

AUTHORIZING AN INTERFUND TRANSFER.
Introduced by Council Member Risner

0-30-24

AN ORDINANCE AMENDING ORDINANCE 65-23; AUTHORIZING ENGINEERING SERVICES FOR REHABILITATION OF THE STIMSON AVENUE BRIDGE, PROJECT (#358).

Introduced by Council Member Spjeldnes

7. Ordinances for First Reading:

0-31-24

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.

Introduced by Council Member Swank

0-32-24

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.

Introduced by Council Member Swank

0-33-24

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

Introduced by Council Member McCarey

0-34-24

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.

Introduced by Council Member McCarey

0-35-24

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

Introduced by Council Member Risner

8. Announcements & Other Business:

- Appointments to the Environment & Sustainability Commission

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

10. Executive Session: Pending and Threatened Litigation

11. Adjournment

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.

0-25-24

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AMENDING ORDINANCE 62-23; AUTHORIZING PRELIMINARY ENGINEERING SERVICES FOR THE STATE ROUTE 682/56 INTERSECTION IMPROVEMENTS, PROJECT (#357).

WHEREAS, a safety study was completed for this project (funded by ODOT);
and

WHEREAS, the City was awarded \$1,395,589 in ODOT Safety Program funds to construct a single lane roundabout; **and**

WHEREAS, the construction cost estimate after the completed Stage I design is approximately \$3.7 million; and

WHEREAS, the City Administration is directing the design firm to expand the project scope to include select improvements to SR682 north of the intersection to the city limits in support of traffic, and bike and pedestrian safety, additions that will increase the construction cost estimate; and

WHEREAS, the City Administration will implore ODOT to significantly increase the award of outside funding to address the various needs and higher costs;

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

SECTION I: Sections II and III of Ordinance 62-23 are hereby amended to read as follows:

Section II: The 2023 Appropriation Ordinance 155-22 is hereby amended by appropriating from the unappropriated balance the sum of ~~Three Hundred Fifty Thousand Dollars (\$350,000.00)~~ **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** to Street Rehabilitation Fund, 572, T.C. 500, and increasing the total appropriations by said amount.

Section III: The Service-Safety Director is further authorized to expend up to ~~Three Hundred Fifty Thousand Dollars (\$350,000.00)~~ **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** from Street Rehabilitation Fund, 572, T.C. 500, for said Project (#357).

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

0-26-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 17, MUNICIPAL INCOME TAX, CHAPTER 17.01, [IN GENERAL], SECTIONS 17.01.011(B), AUTHORITY TO LEVY TAX, AND 17.01.012, PURPOSES OF TAX; RATE; AND CHAPTER 17.01.09, ANNUAL RETURN, SECTION 17.01.091(A)(1), RETURN AND PAYMENT OF TAX.

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], Sections 17.01.011(B), Authority to Levy Tax, and 17.01.012, Purposes of Tax; Rate; and Chapter 17.01.09, Annual Return, Section 17.01.091(A)(1), Return and Payment of Tax, to read as follows:

Title 17, Municipal Income Tax, Chapter 17.01, In General, Section 17.01.012, Purposes of Tax; Rate.

Chapter 17.01. – [In General]

17.01.011. - Authority to levy tax.

(B) The ~~annual~~ tax is ~~levied at a uniform rate on all persons~~ an annual tax levied on the income of every person residing in or earning or receiving income in the City of Athens. and shall be measured by municipal taxable income. The City of Athens shall tax income at a uniform rate. The tax is levied on municipal taxable income, as defined herein.

(C) The tax is levied on income, qualifying wages, commissions and other compensation, and on net profits of business, professions or other activities earned on or after January 1, 2016. The prevailing income tax rate for the tax year being filed shall be levied, collected and paid with respect to: all prizes, awards and winnings of residents of the city derived from gaming, wagering, sweepstakes and games of chance; all prizes, awards and winnings of non-residents derived from gaming, wagering, sweepstakes and games of chance related to the winning of such income within the city; and all prizes, awards and winnings paid to residents of the city by the State Lottery Commission as hereinafter provided in this section of this chapter and other sections as they may apply.

17.01.012. - Purposes of tax; rate.

To provide funds for the purposes of general municipal operations, maintenance, new equipment, extension and enlargement of municipal services and facilities and capital

improvements of the City of Athens, there shall be, and is hereby levied a tax on salaries, wages, commissions and other compensation, and on net profits as hereinafter provided. Effective January 1, 2016, the tax shall be levied at a rate of 1.65 percent. Effective January 1, 2017, the tax shall be levied at a rate of 1.85 percent. Effective January 1, 2023, the tax shall be levied at a rate of 1.95 percent.

17.01.091. - Return and payment of tax.

(A)(1) An annual return with respect to the income tax levied on municipal taxable income by the City of Athens shall be completed and filed by every taxpayer for any taxable year for which the taxpayer is subject to the tax, subject to Divisions (A)(2) and (A)(3) of this section, regardless of whether or not income tax is due.

(2) (a) Any resident or nonresident taxpayer whose sole income subject to tax by the City of Athens is qualifying wages, and tax has been fully withheld on those wages, is exempt from filing an annual income tax return with the City of Athens.

(b) The tax administrator shall accept a return filed by an employer, agent of an employer, or other payer located in the City of Athens for all residents and nonresidents that meet the exemption in Division (2)(a).

(3) All resident individual taxpayers, 18 years of age and older, shall file an annual municipal income tax return with the City of Athens, regardless of income or liability, unless exempted under [Division] (A)(2) of this section.

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

0-27-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23.

WHEREAS, the Ohio Constitution establishes the legislative, executive, and judicial branches of government; and,

WHEREAS, the judiciary is a separate and co-equal branch of government, with separate and distinct powers and responsibilities; and

WHEREAS, the 2020 *Ohio Judicial Conference Budget Resource Handbook for Ohio Judges and Their Funding Authorities* stipulates that “case law states that Ohio courts have the inherent power to issue an order requiring the funding authority to pay for the reasonable and necessary expenses of operating the courts and that it may not impede a court’s business by refusing reasonable funding requests. The determination of what is a reasonable and necessary funding request rests solely with the court and the other branches of government may not substitute their judgment for that of the court. Requests for funding from courts are presumptively reasonable and valid. The funding authority may only refuse to fund a court’s request if the funding authority can demonstrate that the order constitutes an abuse of discretion and is unreasonable. Even if the court’s request would work a hardship or burden on other offices or agencies, the funding authority must comply with the order if the funding request is reasonable;” and

WHEREAS, the Ohio Supreme Court has held that the public interest is served when courts cooperate with their funding authorities, and despite the Athens Municipal Court’s increasing budget requests from the City of Athens General Fund; and despite significant concerns regarding the unappropriated balance in the General Fund, all concerned must be aware of the pressures and demands for general funds, and work cooperatively;

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

SECTION I: The City Council finds the Court’s funding request to be reasonable and does hereby amend the 2024 Appropriation Ordinance 130-23 by appropriating from the unappropriated balance the sum of One Hundred Fifteen Thousand Dollars (\$115,000.00), to General Fund, Municipal Court, 101.106, T.C. 100, and increasing the total appropriations by said amount.

SECTION II: The 2024 Appropriation Ordinance 130-23 is further amended by decreasing Diversion Fund, 232, T.C. 100, by Forty-Four Thousand Nine Hundred Dollars (\$44,900.00), and decreasing DUI Court Fund, 237, T.C. 100, by Sixty-Six

Thousand Five Hundred Dollars (\$66,500.00), and decreasing the total appropriations by said amounts.

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

0-28-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23;
AND AUTHORIZING AN INTERFUND TRANSFER.

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

SECTION I: The 2024 Appropriation Ordinance 130-23 is hereby amended by
by appropriating from the unappropriated balance the sum of One Hundred Thousand
Dollars (\$100,000.00) to General Fund, 101, T.C. 300, for payment of 2024 Bureau of
Workers' Compensation (BWC) invoices.

SECTION II: The 2024 Appropriation Ordinance 130-23 is further amended by
decreasing ARPA Fund, 286, T.C. 500, by One Hundred Forty Thousand Dollars
(\$140,000.00), and increasing ARPA Fund, 286, T.C. 600, for transfer, by same
amount, and increasing and decreasing said appropriations by said amount.

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

FROM	TO	AMOUNT
ARPA Fund, 286	ACIC Fund, 906	\$160,432.70

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

0-30-24

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AMENDING ORDINANCE 65-23; AUTHORIZING ENGINEERING SERVICES FOR REHABILITATION OF THE STIMSON AVENUE BRIDGE, PROJECT (#358).

WHEREAS, the City was awarded \$3,292,795 from the ODOT Local Major Bridge Program funds to rehabilitate the Stimson Avenue Bridge; and

WHEREAS, after a more detailed review of the costs involved, the City has been awarded an additional \$1,422,590 from ODOT; and

WHEREAS, said rehabilitation includes a new concrete deck, approach slab replacement, rocker replacement, steel painting, and street lighting improvements;

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

SECTION I: The 2024 Appropriation Ordinance 130-23 is hereby amended by appropriating from the unappropriated balance the sum of One Hundred Thirty Thousand Dollars (\$130,000.00) to Street Rehabilitation Fund, 572, T.C. 500, and increasing the total appropriations by said amount.

SECTION II: Section III of Ordinance 65-23 is hereby amended to read as follows:

Section III: The Service-Safety Director is further authorized to expend up to ~~Four Hundred Fifty Thousand Dollars (\$450,000.00)~~ **Five Hundred Eighty Thousand Dollars (\$580,000.00)** from Street Rehabilitation Fund, 572, T.C. 500, for said Project (#358).

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

RECORD OF ORDINANCES

Government Forms and Supplies (844) 224-3338 FORM NO. SHTHOR11

Ordinance No. **0-31-24** Passed _____, 20____

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 [Signature] 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 NAME: Mallory Swalm 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: Ohlo Mutual Insurance Co		10202
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Montle, LLC
PO Box 428
Athens, OH 45701

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 SUBR INSD 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 ☐ 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
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ 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				PER STATUTE ☐ OTH-ER ☐ 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

CANCELLATION

CITY OF ATHENS 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 Hicel <i>Sharon Hicel</i> EW 06852636-2917-DBEC-1...
---	---

ACORD 25 (2018/03)
ENV06852636-2917-DBEC-1762-AAFB
03/05/2024 14:18 PM EST

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.



0-32-24

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 Righi, 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

0-33-24

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

RECORD OF ORDINANCES

Government Forms and Supplies (844) 224-3338 FORM NO. SHTOR11

Ordinance No. **0-34-24** Passed _____, 20____

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
ProLicense	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
--------	------	-------------	-----	----------------------	--------------------

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
BUNDLE - OFFICER SAFETY PLAN 10	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	Tax Total
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,515.40	\$0.00
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00
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	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	4	\$327.78	\$0.00
Year 1	M00010	BUNDLE - OFFICER SAFETY PLAN 10	27	\$66,442.66	\$0.00
Year 1	ProLicense	Pro License Bundle	6	\$3,119.75	\$0.00
Total				\$75,084.80	\$0.00

Jul 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax 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	Tax Total
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	27	\$3,515.40	\$0.00
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00
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	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	\$327.78	\$0.00
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	27	\$66,442.68	\$0.00
Year 2	ProLicense	Pro License Bundle	6	\$3,119.75	\$0.00
Total				\$75,084.82	\$0.00

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

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	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	ProLicense	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	ProLicense	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
-----------	-------------

3/22/2024

RECORD OF ORDINANCES

Government Forms and Supplies (844) 224-3338 FORM NO. SHTROR11

Ordinance No. **0-35-24** Passed _____, 20____

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

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 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.]

Daniel Bell-Moran

Athens, OH, USA, dbellmoran@gmail.com, +1 740.331.1188 LinkedIn: [daniel-bell-moran](https://www.linkedin.com/in/daniel-bell-moran)

PROFESSIONAL EXPERIENCE***In-Country Officer, USA******September 2023-Present*****University of Kent (Canterbury, UK)**

Athens, OH/Remote

- Represent undergraduate, graduate, and study away programs at USA schools and recruitment fairs.
- Manage prospective student data in CRM and conduct data analysis to support international recruitment strategy.
- Manage travel and event budget for Fall and Spring recruitment and outreach efforts.

Investor Network Policy Working Group Co-Op***January 2023-July 2023*****Ceres**

Remote

- Draft policy briefs, talking points, and congressional hearing summaries to support Investor Network engagement on climate policy priorities.
- Monitor ESG legislation at State and Federal levels. Present state bill updates to Policy Working Group members. Provide Excel and Salesforce CRM updates on Freedom to Invest campaign.
- Conduct preliminary data analysis on state pension funds impacted by anti-ESG legislation.

Sales Development Specialist Intern***May 2022-October 2023*****Aclymate**

Remote

- Research carbon removal and avoidance projects, net-zero certification, small business climate action best practices.
- Design email marketing campaigns in LemList and Google Suite to recruit small businesses interested in climate action.

Policy & Markets Intern***June 2021-August 2021*****Verra**

Remote/Washington, DC

- Monitor media attitudes surrounding voluntary carbon market standards and innovation.
- Summarize voluntary carbon market and low-carbon economy transition event notes.

Admissions Officer/Coordinator/Aide***September 2016-August 2020*****Johns Hopkins University – SAIS**

Washington, DC/Remote

- Evaluate early career and mid-career applicant materials to determine suitability for admission.
- Perform application and enrollment data analysis via Excel and Power BI for strategic admissions planning.

Admissions Coordinator***November 2017-March 2019***

- Conduct information sessions at NGO partners and domestic and international higher education institutions.
- Collaborate with student workers to advance and analyze prospective and admitted student calling campaigns.

Admissions Aide

September 2016-November 2017

Johns Hopkins University—SAIS

Washington, DC

- Manage a daily workload and coordinate multiple domestic and global recruitment and admission priorities in a fast-paced environment, providing high levels of applicant support, troubleshooting, and problem-solving.
- Collaborate with university partners to plan and execute information sessions and Admitted Student Open House with 200+ attendees.

PRESENTATIONS AND PROJECTS

Environment and Community Practicum

December 2020

Hocking River Corridor Team Member

Athens, OH

- Researched habitat restoration of channelized river restoration projects for Hocking River corridor resilience work.
- Presented findings to the City of Athens Environment and Sustainability Commission.

PUBLICATIONS

Black, R., Busby, J., Dabelko, G.D., de Coning, C., Maalim, H., McAllister, C., Ndiloseh, M., Smith, D., Alvarado, J., Barnhoorn, A., Bell, N., **Bell-Moran, D.**, Broek, E., Eberlein, A., Eklöw, K., Faller, J., Gadnert, A., Hegazi, F., Kim, K., Krampe, F., Michel, D., Pattison, C., Ray, C., Remling, E., Salas Alfaro, E., Smith, E. and Staudenmann, J., Environment of Peace: Security in a New Era of Risk (SIPRI: Stockholm, 2022), <https://doi.org/10.55163/LCLS7037>

Dabelko, G. D., Barnhoorn, A., Bell, N., Bell-Moran, Daniel, Broek, E., Eberlein, Alexis, Gadnert, A., Remling, E., & Staudenmann, J. A. (2022). Navigating a Just and Peaceful Transition: Environment of Peace (Part 3). SIPRI.

<https://www.sipri.org/publications/2022/navigating-just-and-peaceful-transition-environment-peace-part-3>

EDUCATION

Ohio University, Voinovich School of Leadership and Public Service

Athens, OH

Master of Science, Environmental Studies Certificate: GIS

Conferred Fall 2023

- Recipient of Fall 2023 “Outstanding Graduate Student” Award

Graduate Research Assistant: Researcher and contributing author to SIPRI’s Environment of Peace report.

Johns Hopkins University, School of Advanced International Studies

Washington, DC

Graduate Certificate, Economic Development and Climate Change

August 2020

Johns Hopkins University, Carey School of Business

Baltimore, MD

Executive Certificate, Business Communication & Project Management

August 2018

Macalester College

Saint Paul, MN

Bachelor of Arts, International Studies, and History

December 2015

Study Away: Arcadia Sicily – Environmental and Social History

January 2015-May 2015

FRANCIS (SHANE) BENTON

Shane@ruralaction.org ♦ 502-759-4478 ♦ www.linkedin.com/in/shane-benton-a2593542

SUMMARY

- Proven achievement in fostering an inclusive culture of success while building strong relationships. Dynamic and performance-driven with a high level of integrity, strong work ethic and great leadership skills. Adept at identifying potential problems, promptly mitigating obstacles, and actively resolving conflicts to promote positive outcomes.

EDUCATION

Bachelor of Arts in Biology

University of Louisville
Minor: English

May 2021
Louisville, KY

EXPERIENCE

Rural Action Sustainable Agriculture

Food Access Program Manager

August 2023 – Present

Athens, OH

- Manage personnel and logistics for Rural Action's Buying Club program, Produce Rx program, Farm to Food Pantry project, and Country Fresh Stops program as a means to increase food access in rural areas of Appalachia
- Regularly meet with regional, partner organizations to increase program coordination towards shared food access and sustainability goals
- Manage and foster AmeriCorps service members through their professional development with programmatic goals as well as their self determined goals in mind
- Assist team members in writing grant application, achieving grant objectives, and completing grant reporting

Student Cooperative Organization

Treasurer, Maintenance Director

August 2021 – Present

Athens, OH

- Manage and maintain rent rolls and co-op finances ensuring all bills are budgeted for paid on time
- Coordinate co-op team-work-days to complete larger maintenance and remodeling projects between the two properties
- Developed a calendar of routine and annual maintenance needs including: furnace filter maintenance, fire safety measures, and gutter cleaning schedules
- Regularly educate members on recycling and composting compliance as well as the proper disposal of hard to recycle materials

Against the Grain Smokehouse

General Manager

September 2011 – July 2020

Louisville, KY

- Oversaw the Smokehouse restaurant operations, consistently reaching over a million dollars in sales annually while maintaining continued annual sales growth for 8 straight years
- Successfully built and worked within budgets while routinely meeting quarterly goals pertaining to labor, sales, costs, guest reviews, and health inspections.
- Developed and implemented company's community outreach programs and personally led staff on volunteer opportunities
- Implemented and managed companies recycling and composting programs across 4 sites
- Maintained brand standards, exemplifying our core values and mission statement, as well as the contribution to the development of those values and mission statement
- Managed a team of 9 managers across 3 departments, overseeing their hiring, training, and professional growth processes
- Designed, executed, and annually updated the company's restaurant staff training procedures

VOLUNTEER EXPERIENCE

Rural Action Sustainable Agriculture

August 2022 – August 2023

Farm to Institution AmeriCorps

Athens, OH

- Coordinated the acquisition, delivery, distribution, and invoicing of over 146,000 pounds of locally produced foods to 50 food pantries in 9 SE Ohio counties while engaging 93 regional farm and agricultural businesses
- Lead Zero Waste composting and recycling lessons for 656 2nd and 4th grade students from Athens and Morgan Co. schools
- Coordinated the aggregation and distribution of 2708 Produce Prescriptions with Hopewell in 4 SE Ohio counties as well as with the Coplin Health Systems in 3 WV counties

Rural Action Zero Waste

August 2021 – August 2022

Zero Waste AmeriCorps

Athens, OH

- Designed and lead at-home composting classes both virtually and at the Athens Library
- Designed and distributed educational materials around curbside recycling, at home composting, and ways to reduce holiday waste
- Designed and lead Zero Waste lessons for over 600 2nd grade students from Athens and Morgan Co. schools
- Assisted OU Campus Recycling in managing Move-out materials in 2022
- Conducted Waste Assessments for and guided several Athens County businesses in steps need to take the Zero Waste Pledge and reduce their waste outputs
- Assisted AHRC in researching acceptable, compostable restaurant serviceware products

NICHOLE MAZZONE

131 Grosvenor Ave, Athens, Ohio 45701 • 740-447-4147 • mazzone@ohio.edu

Ambitious multidisciplinary environmental scientist, with ten years' academic and industry experience. Expert in natural resource work and water quality assessment seeking a position with an established, mission-driven organization, dedicated to promoting environmental conservation, sustainable practices, and social equality at all levels.

PROFESSIONAL SKILLS

Statistical Analysis	Independent Research	Project Management
Biological Monitoring	Water Resource Management	Outreach Coordination
Water Engineering	Sustainable Development	Communication & Leadership
Water Chemistry	Triple Bottom Line Analysis	Stakeholder Connections
R Programming	Machine Learning	Grant Writing
Microsoft Excel	Environmental Policy	Watershed Restoration Specialist

EDUCATION AND COLLEGIATE ACCOMPLISHMENTS

Master of Science in Environmental Studies

August of 2022
Ohio University-Athens OH

Bachelor of Science: Integrated Science

December of 2018
Wright State University Lake Campus - Celina OH

RESEARCH EXPERIENCE

- N. Mazzone, 2022. "The Effects of Substrate on Treatment Efficiency for Vertical Subsurface Flow Constructed Wetlands in Cold Climates". Ohio University Thesis and Dissertations.

PEER REVIEWED PUBLICATIONS

- S.J. Jacquemin, P. Poore, N. Mazzone, T. Ricketts, N. Ganu, 2018. "Nutrient Removal Potential of Constructed Wetlands in Grand Lake St Marys Watershed". Ohio Journal of Science, 118(1): A52-A53.

POSTER PRESENTATIONS

- N. Mazzone, 2017. "Waterfowl Migration in Grand Lake St Marys". Research Symposium Wright State-Lake Campus
- N. Mazzone, 2018. "Strategies for Municipal Waste Reduction". Research Symposium Wright State-Lake Campus
- N. Mazzone, 2022. "The Effects of Substrate on Treatment Efficiency for Vertical Subsurface Flow Constructed Wetlands in Cold Climates. Student Expo Ohio University

PROFESSIONAL EXPERIENCE

Environmental Specialist

07/2022-Current

Ohio University Voinovich School of Leadership and Public Service – Athens, OH

- Established professional relationships with internal and external partners
- Conducted project management and implementation
- Assisted with research initiatives and grant writing
- Budgeted for project execution and maintained grant deliverables

Graduate Assistant- Stream & Wetland Foundation

08/2020-05/2022

Ohio University Voinovich School of Leadership and Public Service – Athens, OH

- Collaborated with local environmental consulting firm on project management and implementation
- Studied wetland biotechnological processes
- Budgeted for and executed project construction and installation
- Established baseline pollution controls for built wetland system
- Presented project findings to committee members for final approval

Bioassay Analyst

04/2018 – 03/2020

Alloway Environmental Testing Laboratory-Lima, OH

- Conducted laboratory testing for microbiological parameters according to OEPA standard methods
- Studied sites of concern of point source pollution or contamination
- Arranged for emergency action in response to pollution-causing incidents
- Investigated reasons for lapses in water quality and suggested changes or solutions
- Ensured clients met NPDES requirements according to OEPA regulations

Natural Resource Worker

04/2015 – 04/2020

Grand Lake St Marys State Park – St Marys, OH

- Researched and updated all materials needed for Park Manager and partners
- Obtained documents, clearances, certificates, and approvals from local and state agencies
- Implemented successful marketing strategies
- Managed and trained seasonal staff

Environmental Research and Water Quality Lab Technician

09/2016 - 04/2018

Wright State University Lake Campus – Celina, OH

- Collected water and soil samples from on-site following OEPA standards
- Conducted biweekly chemical, analytical and quality control analysis for soil and water
- Operated various laboratory devices and equipment
- Drafted correspondence with statistical data analysis

COMMUNITY OUTREACH

- Ohio STEM Education Outreach Program
- Ohio State Parks Junior Rangers Program
- Ohio Association of Foodbanks
- Family of Addicts Ohio Chapter
- Habitat for Humanity Ohio Chapter