



AGENDA
ATHENS CITY COUNCIL
MONDAY, APRIL 15, 2024 AT 7:00 PM

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

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

PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

TRANSPORTATION COMMITTEE:

- ODOT Cooperative Purchasing Program (2024-25 road salt)

1. Establish Quorum
2. Disposition of Minutes:
3. Communications
4. Reports and Communications from Other Elected Officials
5. Ordinances for Third 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

6. Ordinances for Second 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

7. Ordinances for First Reading:

0-36-24

AN ORDINANCE AMENDING ORDINANCES 74-21 AND 116-22; AUTHORIZING ATHENS UPTOWN DESIGNATED OUTDOOR REFRESHMENT AREA (DORA), AND HOURS OF OPERATION; AND DECLARING AN EMERGENCY.

Introduced by All Council Members

0-37-24

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

Introduced by Council Member Risner

0-38-24

AN ORDINANCE AMENDING ORDINANCE 0-03-21, AUTHORIZING THE CITY AUDITOR TO DEPOSIT 50% OF THE TRANSIENT GUEST TAX REVENUE INTO THE TOURISM FUND; AND DECLARING AN EMERGENCY.

Introduced by Council Member Risner

0-39-24

AN ORDINANCE AMENDING ORDINANCE 27-24; AMENDING THE 2024 APPROPRIATION ORDINANCE.

Introduced by Council Member Risner

0-40-24

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO EXECUTE A PURCHASE AGREEMENT WITH ATLANTIC EMERGENCY SOLUTIONS, INC., FOR THE PURCHASE OF A FIRE PUMPER TRUCK; AND DECLARING AN EMERGENCY.

Introduced by Council Member McCarey

0-41-24

AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION AND ENTER INTO AN AGREEMENT WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR ANY ELIGIBLE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS FOR PROGRAM YEAR 2024.

Introduced by Council Member McCarey

0-42-24

AN ORDINANCE AUTHORIZING A CITY NETWORK UPGRADE PROJECT (#369).

Introduced by Council Member McCarey

0-43-24

AN ORDINANCE AUTHORIZING THE PURCHASE OF A BUCKET TRUCK FOR THE STREET DEPARTMENT.

Introduced by Council Member McCarey

0-44-24

AN ORDINANCE AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM; AND DECLARING AN EMERGENCY.

Introduced by Council Member Spjeldnes

0-45-24

AN ORDINANCE AUTHORIZING THE MAYOR TO PAY THE 2024 MEMBERSHIP FEE FOR THE OUTDOOR RECREATION COUNCIL OF APPALACHIA (ORCA), TO PROVIDE FINANCIAL SUPPORT FROM THE CITY'S TRANSIENT GUEST TAX FOR THE BAILEYS TRAIL SYSTEM ALONG WITH OTHER RECREATIONAL ACTIVITIES.

Introduced by Council Member Wood

8. Announcements & Other Business:

- Motion to Accept March 2024 Financial Report
- Accept March 2024 Credit Card Transactions
- Appointment to the Community Relations Commission

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

10. Adjournment

Sam Crawl
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.

0-28-24

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

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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 7.5 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
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	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

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.]

Introduced by All Members of Council

AN ORDINANCE AMENDING ORDINANCES 74-21 AND 116-22; AUTHORIZING ATHENS UPTOWN DESIGNATED OUTDOOR REFRESHMENT AREA (DORA), AND HOURS OF OPERATION; AND DECLARING AN EMERGENCY.

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

SECTION I: Sections I, II, and III (1) and (4) are hereby amended to read as follows:

Section I: Pursuant to Ohio Revised Code Section 4301.82, this Council hereby creates a Designated Outdoor Refreshment Area (DORA) to include the area as follows: Court Street from Carpenter to Union; Washington Street from Congress to College; State Street from Congress to College; Mill Street from College to Court; Rose Avenue from Court to Congress; the north side of Union Street from Court to Smith; and including the west side of Depot Street and the north side of Station Street; ~~Carpenter Street from Congress to East State; Stimson Avenue from East State to McKinley; East State Street from Stimson to Fern; Kern Street from Stimson to Mill; Palmer Street from Stimson to Mill; Grant Street from Stimson to Campbell; and including Campbell Street from Grant to Stimson,~~ in accordance with the ~~attached~~ map and documentation from ~~the~~ City Engineer ~~Jessica Adine~~ confirming that the proposed DORA area is approximately ~~45.84~~ **50.12** acres, as attached hereto and incorporated herein by reference. (Actual street addresses ~~for the initial DORA Ordinance 74-21, adopted June 21, 2021,~~ are included on Pages 5 through 8 of the AUBA application.)

Section II: All existing land uses within the proposed DORA are in zones B2D, B1, ~~B3~~, M, or R3, and are currently compatible with the City's master zoning plan and map.

Section III: The following public health and safety measures will be maintained within the DORA as specified below:

1. Signage: ~~Sixty~~ **Eighty-Two** (~~6~~ **82**) DORA signs will be mounted on light posts at all boundary intersections (see Page 12 of the AUBA application for an example of the sign).
4. Sanitation Plan: ~~The Athens Hocking Recycling Centers, Inc. licensed hauler, in accordance with ACC 5.02.,~~ is contracted by the City of Athens to remove trash and recycling. The DORA is contained within the City's franchise district for trash and recycling. As a condition of the agreement, all trash and recycling are removed seven (7) days a week from the franchise district. This

includes all dumpsters and on-street receptacles. The portion of the DORA that resides outside of the City's franchise district is West Union Street west of Congress Street down to Smith Street and includes Depot Street and Station Street. The City will be adding two on-street trash receptacles to West Union Street between Congress Street and Smith Street which will be monitored and emptied by City staff. In addition, the City maintains two solid waste officers in the Office of Code Enforcement. One of their responsibilities is to monitor the removal of trash and recycling in a timely manner. They also are authorized to cite businesses and residences that are not in compliance with the City Code for maintaining a property at all times that is free from trash and debris. Finally, the City, from time to time, runs a street sweeper through the uptown area, including the AUBA DORA. The sweeper is run on a schedule but can be requested to operate additional runs, as necessary.

SECTION II: Section I of Ordinance 116-22 is hereby amended to read as follows:

3. Hours of Operation:

The hours of DORA operation for the district are proposed as follows:

Season Runs Day	May 7th Start Time	August 15 th End Time
Monday	5:00 12:00 p.m.	40:00 11:00 p.m.
Tuesday	5:00 12:00 p.m.	40:00 11:00 p.m.
Wednesday	5:00 12:00 p.m.	40:00 11:00 p.m.
Thursday	5:00 12:00 p.m.	40:00 11:00 p.m.
Friday	12:00 p.m.	40:00 11:00 p.m.
Saturday	12:00 p.m.	40:00 11:00 p.m.
Sunday	12:00 p.m.	8:00 p.m.

SECTION III: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to meet the season opening date, and it shall be in full force and effect upon its passage and approval by the Mayor.

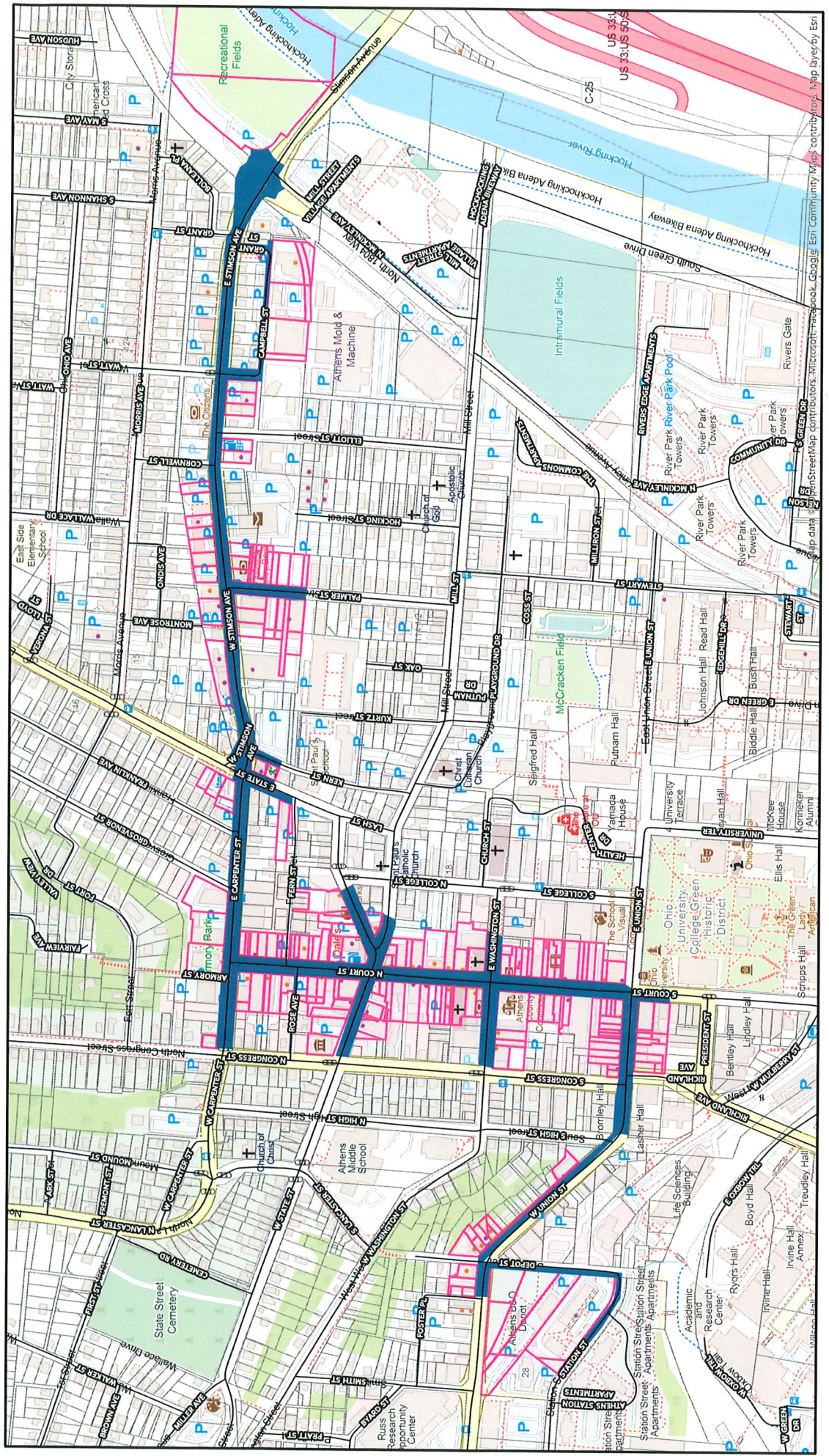
President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



Proposed DORA Map

Data recent as of March 29, 2024.
Map created by the City Planner.

- DORA - Private Property
- DORA - Right-of-Way
- Parcels



0-37-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

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

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 following sums:

Forty Thousand Dollars (\$40,000.00) to APR Fund, 273, T.C. 500, for soccer netting;

One Thousand Two Hundred Fifty-Three and 63/100 Dollars (\$1,253.63) to Luchs'
Trust Fund, 650, T.C. 600, for transfer, and fund line closure; and

Sixty-Three Thousand Dollars (\$63,000.00) to Capital Improvements Fund, 580.580,
T.C. 600, for transfer, and increasing the total appropriations by said amounts.

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

FROM	TO	AMOUNT
Luch's Trust Fund, 650	Cemetery Fund, 210	\$ 1,253.63
Capital Improvements Fund, 580	Transportation Assistance Fund, 214	\$63,000.00

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

0-38-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 0-03-21, AUTHORIZING THE CITY AUDITOR TO DEPOSIT 50% OF THE TRANSIENT GUEST TAX REVENUE INTO THE TOURISM FUND; AND DECLARING AN EMERGENCY.

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

SECTION I: Section I of Ordinance 03-21 is hereby amended to read as follows:

Section I: The Athens City Auditor is hereby authorized to deposit 50% of the Transient Guest Tax revenue, collected for the period of **beginning** January 1, **2018** 2021 to ~~December 31, 2023~~, into the Tourism Fund, and 50% into the General Fund in accordance with Ohio Revised Code Section 5739.09 (B)(1).

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to meet the City's financial obligation to the Athens Convention & Visitors Bureau, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-39-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 27-24; AMENDING THE 2024
APPROPRIATION ORDINANCE.

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

SECTION I: Section II of Ordinance 27-24 is hereby amended to read as follows:

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~~ **Community Corrections** Fund, ~~237~~ **235**, 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

0-40-24

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO EXECUTE A PURCHASE AGREEMENT WITH ATLANTIC EMERGENCY SOLUTIONS, INC., FOR THE PURCHASE OF A FIRE PUMPER TRUCK; AND DECLARING AN EMERGENCY.

WHEREAS, said equipment is specialized, limited to a single source provider, and therefore competitive bidding is not required; and

WHEREAS, said fire pumper truck will not be delivered until 2027, with no payments due until then; and

WHEREAS, any future contributions from Ohio University for fire apparatus shall be applied to the purchase price;

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

SECTION I: The Service-Safety Director is hereby authorized to execute a purchase agreement with Atlantic Emergency Solutions, Inc. for the purchase of a Fire Pumper Truck in the amount of One Million One Hundred Thirty-Seven Thousand Eight Hundred Thirty-Five Dollars (\$1,137,835.00), a copy of said purchase agreement is attached hereto and incorporated herein by reference.

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to meet a May 31, 2024 deadline to lock in the price quote, and that it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and the City of Athens (Ohio), ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. **Purchase and Payment.** Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Apparatus") as more fully described in the specifications attached hereto as Exhibit A (the "Specifications") and incorporated herein for the total purchase price of **\$1,137,835.00** USD (the "Purchase Price"). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control. The Purchase Price does not include any applicable state, local, and/or transit rates of sales and use tax. Any discount(s), whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus.

2. **Changes to Specifications.** If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. **Cancellation or Default by Customer.** In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the state of Ohio. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

4. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. Atlantic Emergency Solutions – McConnellsville Service Center within **1095 days** from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) Inspection and Acceptance. Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance (“Notice of Defect”) within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

5. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer
City of Athens, Ohio

6. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the “Warranty”) and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND **EXHIBIT B** TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys’ fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer’s purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic’s control which make Atlantic’s performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the state of Ohio. Atlantic and Customer further agree that the Athens County Circuit Court located in the state of Ohio shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

CUSTOMER: City of Athens

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SPECIFICATIONS AND PURCHASE DETAIL FORM

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109
Fax (703) 257-2572

Date: 4/8/2024

Customer Name: City of Athens

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Enforcer	PUC Rescue Pumper	\$1,137,835.00
			\$
			\$
			\$
			\$

Payment Terms: Full payment due upon delivery of apparatus. Pricing included in this contract shall be honored until 5/31/2024. After that date, a 2.5% increase will be applied.

Specifications: A complete copy of the applicable Specifications is on file with the fire department for reference.

Training Requirements: Training shall be provided to the customer by a dealer representative at a mutually agreed time and date after apparatus delivery.

If any portion of the Purchase Price is to be made after delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

AS OUTLINED IN THE INCLUDED PROPOSAL ON FILE WITH THE FIRE DEPARTMENT.

0-41-24

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION AND ENTER INTO AN AGREEMENT WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR ANY ELIGIBLE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS FOR PROGRAM YEAR 2024.

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

SECTION I: The Mayor is hereby authorized to submit an application and enter into an agreement with the Ohio Development Services Agency for any eligible Community Development Block Grant (CDBG) Program Funds for Program Year 2024.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-42-24

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING A CITY NETWORK UPGRADE PROJECT (#369).

WHEREAS, said project includes replacement of all city network switches, wireless access points, and additional hardware for the fiber project to greatly reduce technical issues from aging technology and non-uniformity of equipment, and the equipment needed for the planned project for Court Street wireless access; and

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

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

SECTION I: The Service-Safety Director is hereby authorized to enter into a contract with the Go2IT Group for installation and equipment replacement for a City Network Upgrade, Project #369.

SECTION II: The 2024 Appropriation Ordinance, 0-130-23, is hereby amended by appropriating from the unappropriated balance the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) to Capital Improvements Fund, 580.580, T.C. 500, and increasing the total appropriations by said amounts.

SECTION III: The Service-Safety Director is hereby authorized to expend up to Two Hundred Fifty Thousand Dollars (\$250,000.00) from Capital Improvements Fund, 580.580, T.C. 500, for said Project #369.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-43-24

Introduced by Micah McCarey, Member
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE PURCHASE OF A BUCKET TRUCK FOR THE STREET DEPARTMENT.

WHEREAS, Ohio Revised Code Section 735.052 allows that a city may purchase used equipment without advertising and bidding under certain conditions; and

WHEREAS, the Engineering and Public Works Department has located a 2019 bucket truck that meets the City's needs;

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

SECTION I: The Service-Safety Director is hereby authorized to expend up to One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for a used bucket truck from Street Fund, 220, T.C. 500.

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

0-44-24

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, Section 5513.01(B) provides the opportunity for Municipal Corporations to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles; and

WHEREAS, the City of Athens has authorized funds in the 2024 budget for the purchase of road salt and hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the terms and conditions included in this ordinance in its participation of the ODOT winter road salt contract;

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

SECTION I: The City of Athens, Athens County, hereby agrees to be bound by all terms and conditions established by ODOT's winter road salt contract, and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract.

SECTION II: The City of Athens, hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the City of Athens.

SECTION III: The City of Athens agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the City of Athens' participation in the road salt contract.

SECTION IV: The City of Athens' electronic order for Sodium Chloride (Road Salt) will be the amount the City of Athens agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT.

SECTION V: The City of Athens hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the State contract's effective period in 2024 and 2025.

SECTION VI: The City of Athens hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract.

SECTION VII: The City of Athens acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 3, 2024, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the City of Athens' participation request. Furthermore, it is the sole responsibility of the City of Athens to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a City of Athens' participation agreement and/or a City of Athens' request to rescind its participation agreement.

SECTION VIII: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to meet the participation deadline of May 3, 2024 deadline, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-45-24

Introduced by Michael Wood, City Council Member

AN ORDINANCE AUTHORIZING THE MAYOR TO PAY THE 2024 MEMBERSHIP FEE FOR THE OUTDOOR RECREATION COUNCIL OF APPALACHIA (ORCA), TO PROVIDE FINANCIAL SUPPORT FROM THE CITY'S TRANSIENT GUEST TAX FOR THE BAILEYS TRAIL SYSTEM ALONG WITH OTHER RECREATIONAL ACTIVITIES.

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

SECTION I: The Mayor is hereby authorized to pay the 2024 membership fee to the Outdoor Recreation Council of Appalachia (ORCA), a Council of Governments (COG), for funding the Baileys Trail System, along with other recreational activities, in the amount of Ninety Thousand Dollars (\$90,000.00) from the City's Transient Guest Tax paid into the General Fund, provided that the proceeds of such tax are sufficient, legally available, and lawfully appropriated for the purpose.

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

Juli Goodman began as the Executive Director of Ohio University Hillel in July of 2023! Go Bobcats!

Juli is an experiential educator, inclusive relationship-builder, and dynamic and thoughtful leader who continues to work to inspire the next generation of Jewish leaders through Hillel and galvanize the local Athens Jewish community.

She arrived in Athens from Hanover, NH, where she served as the Director of the Hillel at Dartmouth College, where she transitioned the Hillel from a college department to a fully independent non-profit and revitalized the Jewish student community on campus. Prior to Dartmouth, Juli was the Assistant Director for Programming at Slifka Center for Jewish Life at Yale (Yale Hillel) for seven years. While at Yale, Juli and her team won the 2019 Hillel International Campus Partnership Award for their outstanding work in the campus community.

Juli spends her free time playing rugby, eating tacos, falling behind on podcasts, watching basketball and discussing the formation(s) of Jewish Identity. She lives in Athens with her partner, Jocelyn, their dog and cat.