



AGENDA
ATHENS CITY COUNCIL
MONDAY, MAY 6, 2024 AT 7:00 PM

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

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

TRANSPORTATION COMMITTEE:

- West Union Street (Chamber of Commerce)

CITY & SAFETY SERVICES COMMITTEE:

- Community Housing Impact & Preservation Program (CHIP grant)
- Washington County Jail (annual contract)

1. Establish Quorum

2. Disposition of Minutes:

- Regular Session of Council held April 1, 2024
- Regular Session of Council held April 15, 2024

3. Communications

4. Reports and Communications from Other Elected Officials

5. Ordinances for Third 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

6. Ordinances for Second 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

0-41-24

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

0-45-24

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

7. Ordinances for First Reading:

0-46-24

ORDINANCE CITY OF ATHENS, OHIO ATHENS, OHIO WHITE'S MILL CAP SECTION 1135 PROJECT MODIFICATIONS FOR IMPROVEMENT OF ENVIRONMENT DESIGN AND CONSTRUCTION PROJECT ATHENS COUNTY, OHIO.

Introduced by Council Member Swank

0-47-24

AN ORDINANCE AUTHORIZING THE LOCAL SHARE OF THE UNITED STATES ARMY CORPS OF ENGINEERS HOCKING RIVER STUDY.

Introduced by Council Member Swank

0-48-24

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 25, FLOOD DAMAGE PREVENTION, CHAPTER 25.01, GENERAL PROVISIONS, SECTION 25.01.07, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

Introduced by Council Member McCarey

0-49-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A 2024-2027 PARTNERSHIP AGREEMENT WITH THE ATHENS COUNTY COMMISSIONERS AS APPLICANT AND GRANTEE, IF FUNDED, FOR SUBMISSION OF AN APPLICATION TO THE OFFICE OF COMMUNITY DEVELOPMENT, OHIO DEPARTMENT OF

DEVELOPMENT (ODOD) FOR THE COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP); AND DECLARING AN EMERGENCY.
Introduced by Council Member McCarey

0-50-24

AN ORDINANCE AUTHORIZING A CONTRACT WITH THE WASHINGTON COUNTY COMMISSIONERS; AND DECLARING AN EMERGENCY.
Introduced by Council Member McCarey

0-51-24

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 3, ADMINISTRATIVE PROVISIONS, CHAPTER 3.03, EXECUTIVE; OTHER OFFICIALS, SECTION 3.03.21, INVESTMENT OF TREASURY FUNDS.
Introduced by Council Member Risner

0-52-24

AN ORDINANCE AUTHORIZING THE 2024 STREET PAVING AND REPAIRS PROJECT (#370).
Introduced by Council Member Spjeldnes

8. Announcements & Other Business:

- Confirm Mayor's Appointment to the Board of Zoning Appeals
- Reappointment to the Environment & Sustainability Commission

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

10. 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.

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 WJ 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> E-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	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
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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.

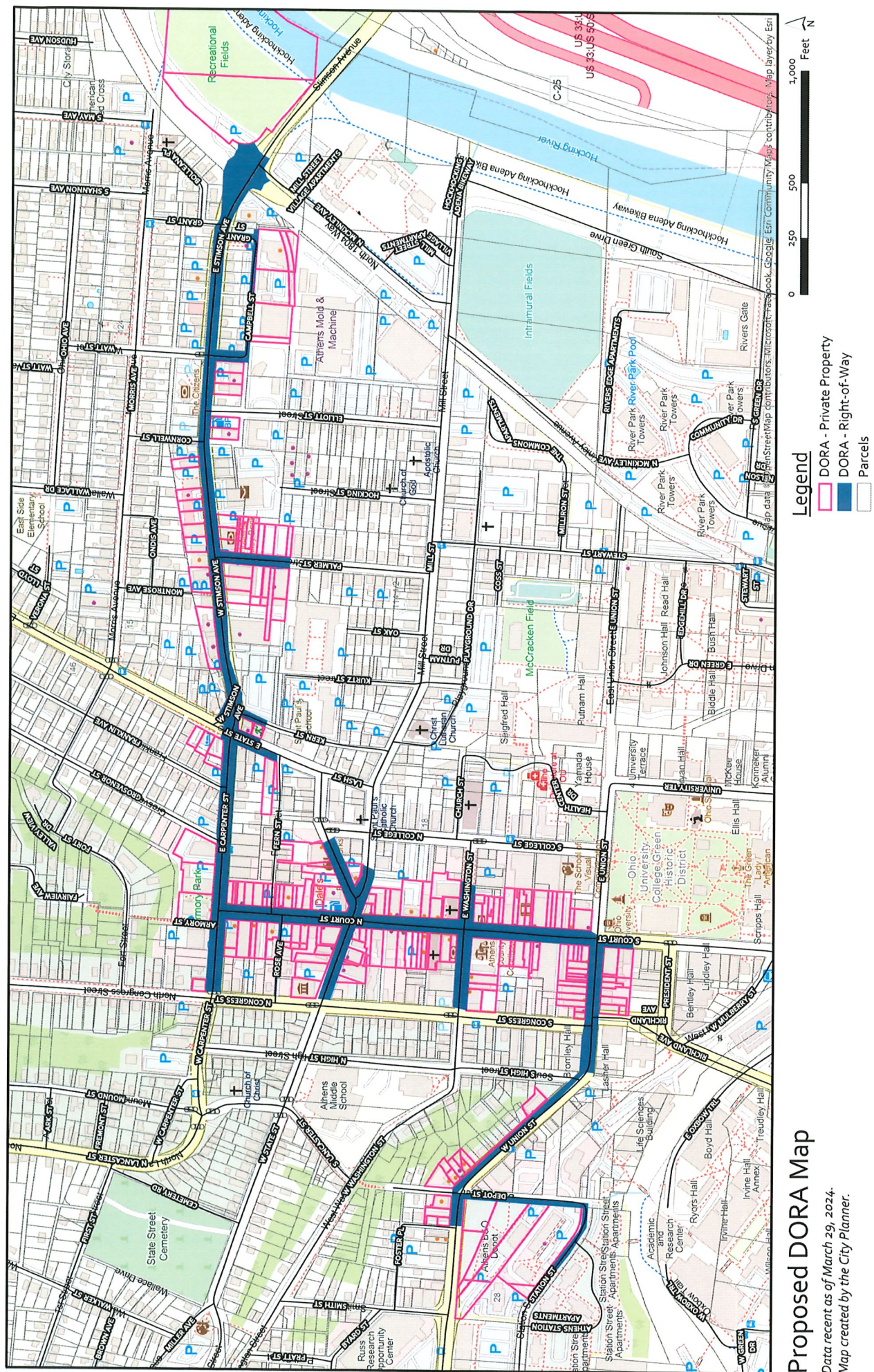
President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



Proposed DORA Map

Data recent as of March 29, 2024.

Map created by the City Planner.

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
Luchs' 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

0-41-24

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

0-45-24

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

0-46-24

Introduced by Alan Swank, Chair
Planning & Development Committee

**ORDINANCE
CITY OF ATHENS, OHIO
ATHENS, OHIO WHITE'S MILL CAP SECTION 1135 PROJECT
MODIFICATIONS FOR IMPROVEMENT OF ENVIRONMENT
DESIGN AND CONSTRUCTION PROJECT
ATHENS COUNTY, OHIO**

AN ORDINANCE AUTHORIZING PARTICIPATION AND RATIFYING PRIOR PARTICIPATION OF THE CITY OF ATHENS, ATHENS COUNTY, OHIO, WITH THE DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS, FOR THE DESIGN AND CONSTRUCTION OF THE ATHENS, OHIO WHITE'S MILL CAP SECTION 1135 PROJECT MODIFICATIONS FOR IMPROVEMENT OF ENVIRONMENT, AND AUTHORIZING THE SERVICE-SAFETY DIRECTOR OF THE CITY OF ATHENS, OHIO AND OTHER CITY OF ATHENS, OHIO OFFICIALS, TO ACT FOR AND ON BEHALF OF THE CITY OF ATHENS, OHIO, IN EXECUTING, ACCEPTING, OR OTHERWISE APPROVING ALL DOCUMENTS, AGREEMENTS, INSTRUMENTS, OR OTHER NECESSARY PAPERS REQUIRED BY THE DEPARTMENT OF THE ARMY TO IMPLEMENT SAID PARTICIPATION IN THE PROJECT.

BE IT ORDAINED by the City of Athens, Athens County, Ohio, that:

SECTION I: The City of Athens, Ohio authorizes its Service-Safety Director, by and through its authorized officers and officials, to participate with the Department of the Army, Corps of Engineers, in the design and construction of the Athens, Ohio White's Mill CAP Section 1135 Project Modifications for Improvement of Environment, Section 1135 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2309a), which project is located in Athens County, Ohio.

SECTION II: The Service-Safety Director of the City of Athens, Ohio, and other appropriate City of Athens, Ohio officials, including the City of Athens, Ohio's Attorney, are authorized to execute on behalf of the City of Athens, Athens County, Ohio, all documents necessary to implement participation by the City of Athens, Ohio in the design and construction of the Athens, Ohio White's Mill CAP Section 1135 Project Modifications for Improvement of Environment, being the design and construction of modifications to a previous channelization project for improvement of the environment in the City of Athens, Athens County, Ohio, in conjunction with the Department of the Army, Corps of Engineers, including but not limited to the Project Partnership Agreement between the Department of the Army and the City of Athens, Ohio, for the design and construction of the Athens, Ohio White's Mill CAP Section 1135 Project

Modifications for Improvement of Environment, that provides, among other things, that the City of Athens, Ohio shall:

a. Provide without cost to the United States Government all lands, easements, and rights-of-way, including suitable borrow and dredge material disposal areas, all modifications, relocations, and alterations of structures, including but not limited to buildings, utilities, including relocations of on-site underground utilities, roads, bridges, sewers, and water supply facilities, and repair or replacement of all intakes, drains, and appurtenant facilities necessary for the construction, operation, and maintenance of the Project;

b. Hold and save the United States Government free from damages due to the construction, operation, and maintenance of the Project, exclusive of damages due to the fault or negligence of the United States Government or its contractors;

c. Operate, maintain, replace, and rehabilitate the Project upon completion, and as constructed, in accordance with the regulations or directions by the Secretary of the Army and all without cost to the United States Government;

d. Pay its percentage share of total project costs as required by The Water Resources Development Act of 1986, (Public Law 99-662), as amended, and by the Project Partnership Agreement;

e. Prevent obstruction of or encroachment on the Project that would reduce the level of protection it affords or that would hinder operation and maintenance thereof;
AND

f. Comply with the provisions of the Uniform Relocations Assistance and Real Property Acquisitions Policies Act of 1970, Public Law 91-646, approved 2 January 1971; and Section 221, Public Law 91-611, approved 31 December 1970, as amended.

SECTION III: The City of Athens, Ohio hereby approves and ratifies all prior participation and acts of the City of Athens, Ohio, by and through its officials, with the Department of the Army, Corps of Engineers, in relationship to said Project.

SECTION IV: The Service-Safety Director of the City of Athens, Ohio and other appropriate City of Athens, Ohio officials are hereby authorized to purchase, or otherwise acquire from private property owners, in the name of the City of Athens, Ohio, and in accordance with said Agreement, any and all interests in real property necessary for the construction, operation, and maintenance of the property.

SECTION V: 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

Duly passed in accordance with the laws of the State of Ohio, this ____ day of _____, 20__.

CITY OF ATHENS, OHIO

Passed: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

LISA ELIASON,
Attorney for the
City of Athens, Ohio

ATTESTED AND CERTIFIED AS TRUE AND CORRECT:

Notary Public

0-47-24

Introduced by Alan Swank, Chair
Planning & Development Committee

**AN ORDINANCE AUTHORIZING THE LOCAL SHARE OF THE UNITED STATES
ARMY CORPS OF ENGINEERS HOCKING RIVER STUDY.**

WHEREAS, in accordance with Ordinance 46-24, the design and construction of the White's Mill CAP Section 1135 project modifications for improvement of environment (FY24-26);

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 Forty Thousand Dollars (\$40,000.00) to Storm Water Fund, 755.635, T.C. 500, and increasing the total appropriations by said amount.

SECTION II: The Service Safety Director is hereby authorized to expend up to Three Hundred Thousand Dollars (\$300,000.00) from Storm Water Fund, 755.635, T.C. 500, for said local share.

SECTION III: 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

0-48-24

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 25, FLOOD DAMAGE PREVENTION, CHAPTER 25.01, GENERAL PROVISIONS, SECTION 25.01.07, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

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

SECTION I: Athens City Code Title 25, Flood Damage Prevention, Chapter 25.01, General Provisions, Section 25.01.07, Basis for Establishing the Areas of Special Flood Hazard, is hereby amended to read as follows:

25.01.07. - Basis for establishing the areas of special flood hazard.

For the purposes of these regulations, the following studies and/or maps are adopted:

- (A) Flood Insurance Rate Map for Athens County, Ohio and Incorporated Areas, effective ~~December 18, 2009~~ **September 26, 2024**.

Flood Insurance Study for Athens County, Ohio and Incorporated Areas, effective ~~December 18, 2009~~ **September 26, 2024**.

- (B) Other studies and/or maps, which may be relied upon for establishment of the flood protection elevation, delineation of the 100-year floodplain, floodways or delineation of other areas of special flood hazard include:

Appalachian Flood Risk Reduction Initiative (AFRRI) Flood Risk Study for the City of Athens, Ohio, effective February 2004 and revised March 2007, issued by the Ohio Department of Natural Resources, Division of Water, Floodplain Management Program.

"City of Athens Higher Risk Floodplain Boundaries" Map, adopted on Sept. 21, 2009.

- (C) Any hydrologic and hydraulic engineering analysis authored by a registered professional engineer in the State of Ohio which has been approved by the City of Athens, Ohio, as required by Chapter [Section] [25.04.03](#) Subdivisions and large scale developments.

Any revisions to the aforementioned maps and/or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file at the city building, 8 East Washington Street, Athens, Ohio, 45701.

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

0-49-24

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A 2024-2027 PARTNERSHIP AGREEMENT WITH THE ATHENS COUNTY COMMISSIONERS AS APPLICANT AND GRANTEE, IF FUNDED, FOR SUBMISSION OF AN APPLICATION TO THE OFFICE OF COMMUNITY DEVELOPMENT, OHIO DEPARTMENT OF DEVELOPMENT (ODOD) FOR THE COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP); AND DECLARING AN EMERGENCY.

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

SECTION I: The Mayor is hereby authorized to enter into a 2024-2027 partnership agreement with the Athens County Commissioners as applicant and grantee, if funded, a copy of which is attached hereto and incorporated herein by reference, for submission of an application to the Office of Community Development, Ohio Department of Development (ODOD) for the Community Housing and Impact and Preservation Program (CHIP) grant.

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 June 20, 2024 ODOD grant application 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

2024-2027 Partnership Agreement For Athens County, the City of Athens and the City of Nelsonville Community Housing Impact and Preservation Program

- It is agreed by all jurisdictions that Athens County will serve as applicant and grantee for the partnership if funded. Athens County will be responsible to prepare and submit the 2024 CHIP application on behalf of the partnership.
- The partnership agreement is between Athens County, the City of Athens and the City of Nelsonville for the submission of a 2024 - 2027 (PY24) Community Housing Impact and Preservation Grant to the Ohio Department of Development, Office of Community Development.
- This agreement will become effective upon signing by all parties. Partners will become part of the grantee's program for purposes of program planning, administration, regulatory compliance fiscal operation and all terms of the grant agreement. The partnership will remain in effect until all CHIP funds are expended and the funded activities are complete and the program has been officially closed out by the State of Ohio. Partners cannot terminate or withdraw from this partnership agreement while it remains in effect.
- The CHIP program is funded by the State of Ohio's allocation of CDBG, HOME and OHTF dollars.
- Funding levels and proposed outcomes are outlined in a distribution budget attached to this document. All funds are awarded to the grantee, not jurisdictions. A commitment of guaranteed grant funds to partners is prohibited.
- Program income will be retained by the jurisdiction in-which the income was received. Redistributing program income will be determined by the jurisdiction in which it was received.
- The Jurisdictions/partners within the partnership will be responsible and proactive to provide the grantee all required information needed for reporting purposes. The grantee will be responsible for compiling and submitting all reports. The grantee will be responsible for mortgage filing and will be responsible to maintain all files as required by the grant agreement after final closeout. The grantee will insure all records are maintained and are available for monitoring purposes.

- The grantee will be responsible to process pay requests and to draw funds for all jurisdictions in the partnership. Fiscal obligations will be the sole responsibility of the grantee for the entire partnership. The grantee will provide all partners quarterly or bi-annual reports to include fiscal expenditures/obligations and outcome status. Any shortcomings in expending funds or achieving outcomes in a jurisdiction will be addressed by the grantee. Should any partner or the grantee have concerns at any time during the grant period, a meeting with the grantee and jurisdictions will be held within 10 days of notice. The grantee will have final authority.
- The current City of Athens CHIP Policies and Procedures Manual will be adopted for this partnership.

Lenny Eliason, President, Athens County Commissioners

Date

Steve Patterson, Mayor, City of Athens

Date

Tom Cangemi, City Manager, City of Nelsonville

Date

APPROVED AS TO FORM:

Office of Keller Blackburn, Prosecutor
Athens County

Date

PY 2024 Grant Fund Budget and Outcomes

Athens County

Admin	\$48,000
3- Owner Rehab	\$196,000
1- Rental Rehab	\$65,000
5- Owner Home Repair	\$91,000
Total	\$400,000

City of Athens

Admin	\$42,000
1- Owner Rehab	\$75,000
1- Rental Rehab	\$75,000
8- Owner Home Repair	\$158,000
Total	\$350,000

City of Nelsonville

Admin	\$36,000
3- Owner Rehab	\$198,000
2- Owner Home Repair	\$44,000
1- Rental Home Repair	\$22,000
Total	\$300,000
Total Grant	\$1,050,000

0-50-24

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING A CONTRACT WITH THE WASHINGTON COUNTY COMMISSIONERS; AND DECLARING AN EMERGENCY.

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

SECTION I: The Service-Safety Director is hereby authorized to enter into a one-year contract, from May 1, 2024 through April 30, 2025, with the Washington County Commissioners for the housing of prisoners in accordance with the contract 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 provide adequate space for the housing of prisoners, 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

CONTRACT FOR HOUSING PRISONERS
In the
WASHINGTON COUNTY JAIL

WHEREAS, this contract is made this _____ day of _____, 2024, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereinafter referred to as "Sheriff", and the _____ hereafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who are serving a jail sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and contractor for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants herein made, each of the parties agree as follows:

1. The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons:
 - a. All persons arrested by _____ for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contract.
2. The cost to be paid to the County by the Contractor shall be the amount of one hundred dollars (\$100.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.

5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at anytime in the future may be in force at the Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the department of Rehabilitation and Corrections.
12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To the end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Washington County Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provides, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

13. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.

14. This agreement shall be effective as of May 1, 2024, and terminated April 30, ~~2024~~ **2025**

15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into in behalf of the _____
pursuant to ~~Resolution~~ **ORDINANCE** Number _____ passed _____, 2024.

Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

Mayor

Witness

Police

Law Director

Washington County Commissioners

Witness

James W. Booth, President

Ben Cowdery, Clerk

Charlie L. Schilling

Kevin Ritter

Approved as to form

Larry R. Mincks, Sr., Sheriff

Nicole T. Coil, Prosecuting Attorney

0-51-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 3, ADMINISTRATIVE PROVISIONS, CHAPTER 3.03, EXECUTIVE; OTHER OFFICIALS, SECTION 3.03.21, INVESTMENT OF TREASURY FUNDS.

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

SECTION I: Effective May 1, 2024, Athens City Code Title 3, Administrative Provisions, Chapter 3.03, Executive; Other Officials, Section 3.03.21, Investment of Treasury Funds, is hereby amended to read as follows:

3.03.21. - Investment of treasury funds.

(A) Whenever there are moneys in the treasury of the city which will not be required to be used for a period of six months or more, such moneys may, in lieu of being deposited in a bank or banks, be invested in accordance with the provisions of Sections 731.56, 731.57, 731.58 and 731.59 of the Ohio Revised Code. Investments purchased shall be sold in accordance with Section 731.57 of the Ohio Revised Code.

(B) The city auditor is hereby directed to ~~credit all~~ distribute moneysies earned in the city's bank accounts and investments ~~to the General Fund of the city, effective July 1, 1991, to all city funds based on the month-ending fund balance,~~ except those funds for federal or state grants which prohibit earning such interest, ~~funds for which the City of Athens is acting as a custodial agent, funds that receive money derived from a motor vehicle license or fuel tax, bond funds that have been received and invested for a specific purpose/project, or the principle of a non-expendable trust fund. In the case of those funds that are an exception, the auditor is directed to credit all moneys earned to the funds to which the principal sums of such deposits or investments belong. This shall be in accordance with ORC 135.21.~~

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

0-52-24

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

**AN ORDINANCE AUTHORIZING THE 2024 STREET PAVING AND REPAIRS
PROJECT (#370).**

WHEREAS, Ohio University is participating in the annual paving program and will contribute an amount commensurate with their share of the work; and

WHEREAS, City Administration will seek an amendment to this ordinance upon determination of that amount;

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

SECTION I: The Service-Safety Director is hereby authorized to accept bids and enter into contract(s) with the lowest and best bidder, for 2024 street paving and repairs, Project (#370).

SECTION II: The 2024 Appropriation Ordinance, 130-23, is hereby amended by appropriating from the unappropriated balance the following sums:

Four Hundred Thousand Dollars (\$400,000.00) to Street Fund, 220, T.C. 500; and

Two Hundred Thousand Dollars (\$200,000.00) to State Highway Fund, 226, T.C. 500, and increasing the total appropriations by said amounts.

SECTION III: The Service-Safety Director is hereby authorized to expend up to Six Hundred Thousand Dollars (\$600,000.00) as follows:

Four Hundred Thousand Dollars (\$400,000.00) from Street Fund, 220, T.C. 500; and

Two Hundred Thousand Dollars (\$200,000.00) from State Highway Fund, 226, T.C. 500, and increasing the total appropriations by said amounts, for said paving and repairs.

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

Alicia Sweeney
740-818-4929
Alicialundy21@gmail.com
52 Woodward Ave. Athens, OH 45701

April 18, 2024

City of Athens Zoning Board of Appeals

Dear Mayor Patterson,

I am writing to formally expressing my interest in joining the City of Athens Zoning Board of Appeals. I moved back to Athens last year to begin my work in the University Planning department at Ohio University. I am a property owner in the North Ridge/Highland Park neighborhood for the last year and have lived in Athens for 6 years. From 2018-2020 I interned for the City of Athens planning department working directly on the Comprehensive Plan and helping the City Planner's representation with the city's boards and commissions.

I have a bachelor's degree in urban planning & Sustainability and used this degree by working for a few suburbs of Austin Texas after graduate. While working for these cities I worked directly with several boards and commissions including the Planning Commissions and the Zoning Boards. Since I am no longer working in city planning, I am missing that part of my work and would love to volunteer my time to serve the Athens community in this way.

Thank you for your consideration,

Alicia Sweeney

Alicia Sweeney

Alicialundy21@gmail.com | 740-818-4929

EDUCATION

Ohio University, Athens, OH
Bachelor of Science in Geography – Urban Planning & Sustainability
Minor in Political Science

Graduation: May 2020

PROFESSIONAL EXPERIENCE

Ohio University | Athens, Ohio

Director of Space Planning

December 2023 - Present

Campus Planner

January 2023 – December 2023

- Project Management and assistance on planning, programming, and feasibility studies to make recommendations to meet space needs ranging from whole College/Building needs to small department's office needs.
 - Examples: College of Business strategy, Research Space Evaluation
- Led and developed complex space studies for short, mid, and long term planning needs that align with the University's strategic plan and implementation of proposed options in partnership with Design and Construction.
 - Examples: UCM Marketing Services Center, Lindley Wayfinding proposal, FlexSpace 2.0 strategy
- Management and supervision of employees and student interns, to ensure a healthy workload of planning projects, design work, and professional best practices.
- Actively participant in the Campus Space Optimization Initiative through analysis of space utilization, engagement with stakeholders through the Sub-Focus Group Committees, and the weekly internal working group sessions and leading the implementation.
- Assist in the capital funding and priorities setting exercises to help set long-term financial planning goals for projects.

City of Round Rock | Round Rock, TX

Long-Range Planner

July 2022 – January 2023

- Complete reports associated with the departments projects including the annual fiscal year report on implementation progress and demographic report with population projections.
- Coordinate with other departments on long range planning projects Transportation Master Plan, Water Master Plan, Parks and Recreation Master Plan, and Downtown Master Plan.
- Led all long-range planning efforts including the implementation of the Round Rock 2030 Comprehensive Plan
- Led the staff support for the Historic Preservation efforts including coordination with the Historic Preservation Commission.

City of Pflugerville | Pflugerville, TX

Planner I

July 2021 – July 2022

- Review zoning, subdivision, site development, and public infrastructure plans for completeness and compliance with the Comprehensive Plan, Unified Development Code, city ordinances, and the Local Government Code.
- Project management including preparation and delivery of professional staff reports and public presentations to the Board of Adjustment, Planning and Zoning Commission, and City Council.
- Assist with long-range efforts including the public engagement for the newly adopted Comprehensive Plan and zoning code re-writes.

City of Dripping Springs | Dripping Springs, TX

Planning Assistant

July 2020 – July 2021

- Acted as the liaison for consultants, engineers, applicants, and residents for all projects including processing applications, completing an administrative completeness and filing the applications and associated filing fees and send all action letters with notice of approval or denial.
- Assist the Senior Planner in reviews, research, reports, presentations, and Development Code update projects.

City of Athens | Athens, OH

City Planning Intern

August 2018 – July 2020

- Plan and host community engagement and focus group events targeted toward Ohio University students.
- Wrote and edited chapters of the 2020 Comprehensive Plan in coordination with the City Planner.
- Assisted and conducted research for the Planning Commission, Affordable Housing Commission, Sustainability Commission, the Natural Hazard Mitigation Executive Committee, and the Historic Preservation Board
- Conducting a City Code and Policy Audit using the Smart Growth America's template.

TECHNICAL SKILLS

Advanced in Microsoft Office Applications | Advanced in ArcGIS Pro | Advanced in MyPermitNow | Proficient in Adobe Creative Suite