**AGENDA**
**ATHENS CITY COUNCIL**
**MONDAY, MAY 20, 2024 AT 7:00 PM**

**e-mail: dwalker@ci.athens.oh.us**
**Streaming is available at www.ci.athens.oh.us/video**

1. **Public Hearing:**

   - Community Development Block Grant Program (CDBG), Second hearing

2. **Planning & Development Committee:**

   - Woodsedge TIF (University Estates)

3. **Establish a Quorum for the Regular Session of Council**

4. **Disposition of Minutes:**

   - Regular Session held May 6, 2024

5. **Communications**

6. **Reports and Communications from Other Elected Officials**

7. **Ordinances for Third Reading:**

**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

**0-45-24**
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. Ordinances for Second 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

**0-51-24**
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

**9. Ordinances for First Reading:**

**0-53-24**
AN ORDINANCE AUTHORIZING THE MAYOR TO TAKE ALL STEPS NECESSARY TO JOIN THE SOUTHEAST OHIO RECYCLING TERMINAL (SORT) COUNCIL OF GOVERNMENTS (COG); AND TO PROVIDE THE ANNUAL DUES PAYMENT.
Introduced by All Council Members

**0-54-24**
AN ORDINANCE REZONING PROPERTIES LOCATED AT 14, 20, 24, 30, 32, 34 and 36 ELLIOTT STREET, FROM R-3 RESIDENTIAL, MULTI-FAMILY ZONE TO B-1 NEIGHBORHOOD BUSINESS ZONE.
Introduced by Council Member Swank

**0-55-24**
AN ORDINANCE REZONING UNDEVELOPED LOTS ON GRAND PARK BOULEVARD AND EDEN PLACE FROM R-2 RESIDENTIAL, ONE FAMILY/TWO FAMILY ZONE TO R-3 RESIDENTIAL, MULTI-FAMILY ZONE.
Introduced by Council Member Swank

**0-56-24**
AN ORDINANCE AMENDING ORDINANCE 15-24; AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO CLOSE STREETS IN THE UPTOWN AREA FOR SPECIAL EVENTS DURING THE 2024 CALENDAR YEAR.
Introduced by Council Member Spjeldnes

**0-57-24**
AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A 20-YEAR LEASE AGREEMENT WITH STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, TO LEASE 8.334 ACRES LOCATED NORTH OF WEST STATE STREET FOR PROPOSED SOCCER FIELDS.
Introduced by Council Member McCarey

**0-58-24**
AN ORDINANCE AUTHORIZING THE PURCHASE OF SOCCER NETTING AS PART OF THE WEST STATE PARK SOCCER FIELDS, PROJECT #355.
Introduced by Council Member McCarey

**0-59-24**
AN ORDINANCE AMENDING SECTION 22(A1) OF ORDINANCE 132-23, THE 2024 FRINGE BENEFITS PACKAGE FOR NON-UNION PERSONNEL WITHIN THE CITY OF ATHENS.
Introduced by the Finance & Personnel Committee

**0-60-24**
AN ORDINANCE AMENDING ORDINANCE 28-24; CORRECTING THE TRANSFER AMOUNT NEEDED TO MAKE AN INTERFUND TRANSFER.
Introduced by Council Member Risner

**0-61-24**
AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23.
Introduced by Council Member Risner

**10. Announcements & Other Business:**

- Confirm Mayor's Appointments to the Recreation Advisory Board
- Confirm Mayor's Reappointments to the Commission on Disabilities
- Confirm Mayor's Reappointments to the Historic Preservation Board
- Confirm Mayor's Reappointments to the Municipal Arts Commission

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

**12. Adjournment**

Sam Crowl
President of Council

The City of Athens supports the Americans with Disabilities Act. Requests for reasonable accommodation may be made with the ADA Coordinator in the City Building or by calling 592-3367.

**0-37-24**

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.

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President of Council

ATTEST:

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Clerk of Council

APPROVED:

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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.

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President of Council

ATTEST:

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Clerk of Council

APPROVED:

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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.

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President of Council

ATTEST:

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Clerk of Council

APPROVED:

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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.

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President of Council

ATTEST:

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Clerk of Council

APPROVED:

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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.

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President of Council

ATTEST:

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Clerk of Council

APPROVED:

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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.

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President of Council

ATTEST:

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Clerk of Council

APPROVED:

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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.

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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.

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President of Council

ATTEST:

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Clerk of Council

APPROVED:

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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.

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President of Council

ATTEST:

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Clerk of Council

APPROVED:

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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.

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President of Council

ATTEST:

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Clerk of Council

APPROVED:

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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.

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Lenny Eliason, President, Athens County Commissioners Date

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Steve Patterson, Mayor, City of Athens Date

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Tom Cangemi, City Manager, City of Nelsonville Date

APPROVED AS TO FORM:

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Office of Keller Blackburn, Prosecutor Date
Athens County

**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** |

**0-51-24**

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~~ moneys~~ies~~ 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.

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President of Council

ATTEST:

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Clerk of Council

APPROVED:

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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:

_____
Clerk of Council

APPROVED:

_____
Mayor

**0-53-24**

Introduced by All Council Members

AN ORDINANCE AUTHORIZING THE MAYOR TO TAKE ALL STEPS NECESSARY TO JOIN THE SOUTHEAST OHIO RECYCLING TERMINAL (SORT) COUNCIL OF GOVERNMENTS (COG); AND TO PROVIDE THE ANNUAL DUES PAYMENT.

**WHEREAS**, Ohio Revised Code, Chapter 167, authorizes certain political subdivisions to enter into an agreement to establish a regional council of governments (a "COG") for the purposes of providing certain public services on a cooperative basis; and

**WHEREAS**, Athens City Council has reviewed and considered a proposed Agreement for the Establishment of the Southeast Ohio Recycling Terminal (SORT) Council of Governments ("COG Agreement") for the purpose of managing solid waste through a regional approach to sustainability, building commonalities across regional communities, and giving members direct control over solid waste management; a copy of the COG Agreement is attached hereto as **Exhibit A**; and

**WHEREAS,** Athens City Council now desires to grant the Mayor of the City of Athens authority to enter into the COG Agreement as indicated below;

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

SECTION I: Athens City Council hereby authorizes the Mayor to submit a written request for admission as a member of the Southeast Ohio Recycling Terminal (SORT) Council of Governments (COG) and, if accepted, to execute the COG Agreement, attached hereto as **Exhibit A**, along with the payment of $500 per year as required. A copy of the Bylaws have been attached for purposes of reference.

SECTION II: This Ordinance shall not financially obligate the City of Athens to contribute to the COG programs or services unless and until such financial contribution is approved by a separate Ordinance. The Mayor may decide to withdraw from the COG at their discretion.

SECTION III: Athens City Council hereby finds and determines that all formal actions taken relative to the passage of this ordinance were taken in an open meeting of the Athens City Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements.

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

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

# AGREEMENT

## FOR THE ESTABLISHMENT OF THE
## Southeast Ohio Recycling Terminal Council of Government

WHEREAS, we, the representatives of the municipalities and entities in southeast Ohio, recognize that many of the problems and needs confronting this region are independent of political boundaries; that any solutions to our problems and the programs that we formulate to meet our common needs will have a greater chance of success if they are undertaken jointly and in a cooperative manner; and

WHEREAS, we believe that this goal can best be achieved through cooperative efforts by the regional municipalities, other governmental subdivisions, and other qualifying entities. This involves economies of scale to meet regional challenges which may be beyond our individual capabilities, and provides a means of communication, cooperation and joint action in the interest of the members individually and collectively; and

WHEREAS, this Southeast Ohio Recycling Terminal Council of Government will seek to facilitate cooperation among municipalities, other governmental subdivisions, and other qualifying entities in southeast Ohio area for the purpose of managing solid waste through a regional approach to sustainability, thereby increasing landfill diversion, building commonalities across regional communities in their opportunities for recycling access and proper disposal, bolstering circular economies through reduction, reuse, and recycling, as well as giving members direct control over solid waste management; and

WHEREAS, the parties to this Agreement have determined that economies, efficiencies, and innovation can be jointly achieved through their participation in this cooperative Agreement;

NOW, THEREFORE, pursuant to Chapter 167 of the Ohio Revised Code, Village of Amesville, Ohio and the Athens Hocking Solid Waste Management District, hereby enter into this agreement, which establishes, and serves as the constitution for, a regional council of governments ("Agreement").

### ARTICLE I. NAME AND PURPOSE

The name of this regional council of governments shall be the Southeast Ohio Recycling Terminal Council of Government (hereinafter "the Council"). The Council's core purpose shall be to building sustainable communities through providing, at regional scale, solid waste collection, processing (materials recovery facilities), and disposal, while also providing the membership with related services, planning and educational resources for, and related to solid waste, landfill diversion, sustainability plans, creating a more circular economy, and to create a cleaner, safer, and better place to live in the southeast Ohio area.

## ARTICLE II. MEMBERSHIP

A. A. The Initial Members of the Council shall be the Village of Amesville, Ohio, and the Athens Hocking Solid Waste District.

B. Other entities may be admitted as Members of the Council provided the following conditions are satisfied:

1) the entity must be eligible for membership in a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code;

2) the governing body of the entity must have executed a resolution or ordinance, as appropriate, agreeing to the Agreement and By-Laws of the Council;

3) the entity must submit to the Council's governing authority ("the Board of Directors") a written request for admission as a member, which the Board of Directors votes to accept;

4) the entity must pay all dues and assessments as established by the Council.

C. Each Member shall be represented in the Council by one representative designated by the member entity in accordance with its own governing laws and policies, who is an elected or appointed employee of the member entity.

D. Any Member may withdraw from the Council as follows:

1) Any Member wishing to withdraw from membership may do so by serving the President with a certified copy of a duly adopted Resolution of the member's Governing Board declaring its intent to withdraw at least 180 days before the end of a fiscal year. All financial commitments of the Member shall be met or secured prior to the effective date of the withdrawal. The Member shall remain responsible for its share of fees and dues through the end of the Fiscal Year in which the withdrawal is effective.

2) A Member's decision to withdraw from the Council shall not affect the obligations of the Parties under any existing contract(s) between the Council and the withdrawing Member. Any such contract(s) shall expire and/or can be continued/renewed as set forth in the terms of such contract(s).

3) No dues or assessments paid by a withdrawing Member shall be refunded unless specifically identified as refundable or conditionally refundable, and all obligations to the Council assumed by the Member prior to submitting the notice of intent to withdraw shall continue until the end of the Council's then current fiscal year or, if applicable, until the end of the expiration of the term of the agreement creating a specific obligation extending across fiscal years.

4) Upon withdrawal from the Council, an entity may not become a Member again until it has fully complied with the criteria and procedures for membership contained herein or otherwise established by the Board of Directors.

E. The Council may terminate the membership of any Member by a vote of The Board as follows:

1) Immediately for cause: Cause includes, but is not limited to, nonpayment of financial commitments or non-participation in board meetings for three meetings per calendar year or more.

2) The Council may terminate an entity's membership at any other time without cause by giving 180 days written notice of such termination.

F. Entities that do not qualify for Membership may apply to the Council for Affiliate status pursuant to criteria and procedures established in the Council's By-Laws.

G. Members Rights and Duties

1) All Members in good standing are entitled to participate in any or all of the services provided by Council.

2) To be deemed a "Member in good standing," a member must have currently paid any fees, dues and/or Council costs due to the Council.

H. Limitation of Liability of Members

By becoming Members and making use of the Council's services, the Members assume no liabilities beyond the payment of any fees, dues, or other Council Costs, as determined by the Board, assessed by the Council and any contractual obligations or agreements entered into between the Member and the Council. Members do not assume liability for the debts of the Council.

I. Title to any and all equipment, buildings, furniture and other goods purchased and titled for the Council shall be held in trust for the Members by the Treasurer or the Fiscal Agent. Any Member withdrawing from the Council shall forfeit any claim to the Council's assets. In the event of dissolution, the proceeds from the assets shall go first to satisfy the financial liabilities of the Council and then shall be distributed to the Members in good standing immediately prior to dissolution pro rata, based upon their respective contributions to the Council in the three-year period preceding dissolution. Contributions mean all moneys paid, including fees, dues, and costs.

## ARTICLE III. POWERS

A. As a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code, the Council has the power to do all of the following:

1) Study such area governmental problems common to two or more Members of the Council as it deems appropriate, including but not limited to matters affecting health, safety, welfare, education, economic conditions, and regional development;

2) Promote cooperative arrangements and coordinate action among its Members, and between its Members and other agencies of local or state governments, whether or not within Ohio, and the federal government;

3) Make recommendations for review and action to the Members and other public agencies that perform functions within the region;

4) Promote cooperative agreements and contracts among its Members or other governmental agencies and private persons, corporations, or agencies;

5) Perform planning directly by Council personnel, or under contracts between the Council and other public or private planning agencies;

6) Review, evaluate, comment upon, and make recommendations, relative to the planning and programming, and the location, financing, and scheduling of public facility projects within the region and affecting the development of the area;

7) Act as an area wide agency to perform comprehensive planning for the programming, locating, financing, and scheduling of public facility projects within the region and affecting the development of the area and for other proposed land development or uses, which projects or uses have public metropolitan wide or interjurisdictional significance;

8) Act as an agency for coordinating, based on metropolitan wide comprehensive planning and programming, local public policies, and activities affecting the development of the region or area;

9) By appropriate action of the governing bodies of the Members, perform such other functions and duties as are performed or capable of performance by the Members and necessary or desirable for dealing with problems of mutual concern;

10) Contract with the appropriate officials, authorities, boards, or bodies of counties, municipal corporations, townships, special districts, school districts, or other political subdivisions to provide any service or to receive any service from such entities; such contracts may also authorize the Council to perform any function or render any service in behalf of such counties, municipal corporations, townships, special districts, school districts, or other political subdivisions, which such counties, municipal corporations, townships, special districts, school districts, or other political subdivisions may perform or render; Failure by the Council to honor the terms of any contract does not bind the individual members beyond liability of their share of the assets of the Council.

11) Employ such staff and contract for the services of such consultants and other organizations, and purchase or lease or otherwise provide for such supplies, materials, equipment, and facilities, as it deems necessary and appropriate in the manner and under procedures established by the By-Laws of the Council;

12) Acquire, construct, and otherwise improve real and personal property to be used by or for the benefit of the Council or one or more of its members.

13) Establish schedules of dues to be paid by the Members to aid the financing of the operations and programs of the Council in the manner provided in the By-Laws of the Council; and the Council may permit non-member political subdivisions to participate in any of its activities regardless of whether such political subdivisions have paid dues to the Council if determined by a vote of the board that such participation be in the best interest of the Council.

B. The Council additionally has all other powers permitted by law and authorized by the Board of Directors.

## ARTICLE IV. BY-LAWS

The Initial Members of the Council shall adopt By-Laws that create the Board of Directors, provide for the designation of the officers of the Council, appoint a Fiscal Officer, and otherwise provide for the conduct of Council business. No By-Law shall be inconsistent with this Agreement or with the Ohio Revised Code.

## ARTICLE V. BOARD OF DIRECTORS

A. The Board of Directors shall be created as provided by the By-Laws and shall be the governing body of, and shall act for and exercise all authority of, the Council, as a Regional Council of Governments.

B. As an illustration but not as a limitation, the Board shall have the following specific powers and duties in connection with the management and operation of the Council:

1) approve new Council ventures;

2) approve Council programs, including but not limited to approving the terms and conditions of any program agreement;

3) approve and amend the annual Council budget;

4) approve the annual estimate and apportionment of fees, dues, and/or Council costs;

5) elect officers as provided in the By-Laws;

6) amend the Council Constitution ("Agreement") and/or By-Laws;

8) act on any other matter related to the business of the Council and By-Laws.

9) exercise any other powers or duties of the Council permitted by law, including but not limited to Revised Code Section 167.03, to the extent such exercise is consistent with this Constitution (Agreement) and the By-Laws adopted hereunder.

10) Methods of voting will be reviewed every three years, starting at the beginning of the fourth year of operations.

## ARTICLE VI. FINANCIAL SUPPORT AND EXPENDITURES

A. The Council shall be supported by financial and in-kind contributions from its Members, dues from members, and from other revenue sources as determined by the Council. Contributions from Members shall become binding obligations upon those entities following actions assuming such obligations by the governing bodies of those entities. The Council also may accept any gift, bequest, devise, grant, services or payment by vote of the Board of Directors.

a. Southeast Ohio Recycling Terminal Council of Government members: Aside from member dues, a member is only obligated to contribute to those programs or services in which it participates.

b. Dues for all members shall be $500 per year and due on the first day of January each year.

B. The Council shall determine the appropriate expenditure of all money available to it in order to carry out the purposes of this Agreement.

C. The Council shall make an annual report of its activities to the Members.

D. To the extent permitted by law, the Council shall indemnify, defend and hold harmless each and every Member, Officer, and Director from any and all losses, costs (including attorney fees and expenses), claims, actions, damages, obligations, or liabilities (together "Losses") arising out of the acts or omissions of the Council up to the limits of the Council's liability insurance, provided, however, that the Parties to this Agreement shall be liable for their own negligence and the negligence of their employees, agents and assigns if 1) a court of competent jurisdiction determines that the obligation to indemnify and hold the Members harmless as set forth herein is void or 2) if and to the extent that the Losses exceed the limits of the Council's liability insurance . The foregoing obligation to indemnify and hold the Members harmless shall survive a Member's voluntary or mandatory withdrawal from the Council. The Council will name the members as additionally insured on any liability insurance policies carried by the council.

## ARTICLE VIII. AMENDMENTS; DISSOLUTION

This Agreement may be amended from time to time, by the action of a majority of the Board of Directors. The dissolution of the council will require the action of a two-thirds majority of the Board of Directors.

Title to any and all equipment, buildings, furniture and other goods purchased and titled for the Council shall be held in trust for the Members by the Treasurer or the Fiscal Agent. Any Member withdrawing from the Council shall forfeit any claim to the Council's assets. In the event of dissolution, the proceeds from the assets shall go first to satisfy the Financial Liabilities of the Council and then non cash assets will be distributed to the AHSWD, cash assets shall be distributed to the Members in good standing immediately prior to dissolution pro rata, based upon their respective contributions to the Council in the three-year period preceding dissolution.

**Approved**:

**Athens Hocking Solid Waste District**

_____
Name Title

_____
Signature Date

_____
Solicitor Name

_____
Signature Date

**Village of Amesville**

_____
Name Title

_____
Signature Date

_____
Solicitor Name

_____
Signature Date

# Southeast Ohio Recycling Terminal Council of Government

**BY-LAWS**

(Adopted: [_____])

## I. AUTHORITY

The Village of Amesville, Ohio and the Athens Hocking Solid Waste District, having entered into the Agreement for the Establishment of the Southeast Ohio Recycling Terminal (SORT) Council of Government (hereinafter "the Agreement"), which entity is a regional council of governments pursuant to Chapter 167 of the Ohio Revised Code (hereinafter "the Council"), unanimously adopt these By-Laws pursuant to Section 167.04 of the Ohio Revised Code.

## II. BOARD OF DIRECTORS

A. The Board of Directors (hereinafter, "Board") created by these By-Laws shall be the governing body of, and shall act for and exercise all authority of, the Council.

B. Board Membership

a. The membership of the Board shall consist of one representative designated by each of the Members of the Council pursuant to Article II(C) of the Agreement (hereinafter, "Representative"). These appointments must be elected or appointed employees of the member entity. The Board shall have no more than 15 members. The Board shall be made up of the following:
i. Cities shall have one representative per city
ii. Solid Waste Districts shall have one representative per Solid Waste District
iii. Villages shall have one representative for all Villages per county
iv. Townships shall have one representative for all Townships per county
v. Health Departments shall have one representative for all Health Departments

b. These representatives shall serve as voting members of the Board (hereinafter, "Voting Representatives"). In the event the member entity representative cannot attend a meeting of the board, the member entity may send a proxy to such a meeting, so long as the proxy is also an elected or appointed employee of the entity. Notice by the member of proxy participation shall be provided to the board chair in advance of such a meeting.

c. The Board may appoint and remove ad hoc members to the Board. Ad hoc members of the Board shall receive notice of meetings of the Board and, except as otherwise determined by the Board, may be present in person, may present matters for consideration, and may take part in consideration of any business by the Board at any meeting of the Board, but such ad hoc members

shall not be considered for quorum purposes and shall have no vote on any matter acted upon by the Board.

C. Each Board member or their proxy shall have one vote in any actions taken by the Board on behalf of the Council.

D. Board Member Terms
Members shall remain until replaced by the member they represent. A quorum of the Board shall consist of a majority of the Voting Representatives. Except as otherwise provided herein or in the Agreement, or as required by law, any action of the Council or of the Board provided for in the Agreement or in these By-Laws may be taken upon a majority vote of those Voting Representatives voting at any meeting of the Board at which a quorum is present.

## III. **OFFICERS**

At the last meeting of the year, the Board shall elect from among the Voting Representatives, a Chair, Vice-Chair, and Secretary/Treasurer for the following year. If a vacancy occurs in any office a replacement shall be chosen at the next meeting of the Board. Until the first meeting following the approval of the Agreement, the officers shall be as follows:

Chair, _____;

Vice-Chair, _____;

Secretary/Treasurer, _____.

## IV. **DUTIES OF OFFICERS**

A. Chair: The Chair shall preside at all meetings of the Board, shall approve the records thereof and shall sign all written contracts, deeds, mortgages, bills of sale and all other conveyances, conditional or otherwise, notes and all other obligations of this Council upon resolution of the Board. The Chair shall see that all orders and resolutions of the Board are carried into effect. The Chair may appoint a parliamentarian. The Chair has the authority to create, appoint the membership of, and dissolve, all committees, and shall be a member ex-officio of all committees.

B. Vice-Chair: The Vice-Chair shall perform all duties of the Chair in the Chair's absence or inability to act, and shall have such other and further powers and perform such other and further duties as may be assigned by the Board.

C. Secretary Treasurer: The Treasurer Secretary shall keep the minutes of all proceedings of the Board and make a proper record of them. The Treasurer Secretary shall keep such books as may be required and generally perform such duties as may be assigned by the Board. The Treasurer Secretary shall be the fiscal officer for the Council. The fiscal officer shall have responsibility for the funds of the Council, which shall be maintained separately from any of the Members and shall receive, deposit, invest and disburse Council funds, or be responsible for the supervision thereof,

as may be ordered by the Board and in accordance with the Agreement, these By-Laws, and all relevant laws, rules, and regulations. When necessary and proper, the fiscal officer may endorse for collection on behalf of the Council checks, notes, and other obligations. The fiscal officer shall make or supervise the making of monthly statements of Council accounts and such other statements as may be required by the Board. The fiscal officer shall keep in books of the council full and accurate accounts of all monies received and paid for the accounts of the Council. The fiscal officer will supervise the work of any employees hired by the Council to aid the fiscal officer in the performance of the duties of the office of Treasurer. The fiscal officer shall perform such other duties as may, from time to time, be assigned to it by the Board. Pursuant to Ohio Revised Code Section 167.07 the fiscal officer may hold office in the Council or be employed by the Council concurrently with these duties.

## V. MEETINGS

A. Regular Meetings: Regular meetings shall be as scheduled by the Board. Any meeting may be canceled by agreement of a majority of the Voting Representatives.

B. Special Meetings: Special meetings of the Board may be held at any time upon the call of the Chair or any three (3) Voting Representatives with 24 hours' notice.

C. Emergency Meetings: Emergency Meetings may be called by any member of the Board.

D. Notice of Meeting: Electronic notice of the time and place of each regular meeting shall be sent to each Board Member seven (7) days prior to said meeting. Special meetings may be called by informing the Board Members of the time, place and purpose of said meeting at least one (1) day prior to such meeting.

E. Public Meetings: Meetings of the Board shall be conducted in accordance with the Ohio Open Meeting Act (Ohio Revised Code Section 121.22).

F. Minutes: Minutes of any meeting shall be recorded, approved by the Board, maintained, and open to public inspection as required by law.

G. Rules: Meetings shall be conducted informally except when a majority of the Voting Representatives in attendance vote to follow Robert's Rules of Order, Newly Revised.

## VI. COMMITTEES

The Board may create standing committees and prescribe their respective duties. The members of such committees shall be appointed by the Chair, with the approval of the Board. The Chair, with the approval of the Board, may appoint such special committees as deemed necessary and such committees shall serve at the pleasure of the Chair. No committee has the authority to take any official action; committees make recommendations for official action to the Board. Committees may be drawn from Board Members, from the member and/or contracting organizations of the Council, or from other sources, at the pleasure of the Board.

## VII. EXECUTIVE DIRECTOR

The Director shall be the Chief Administrative officer of Southeast Ohio Recycling Terminal Council of Government and will be appointed by the Board. The powers and duties of the Director are:

A. Responsible for the day-to-day overall management of Southeast Ohio Recycling Terminal Council of Government including appointing and discharging all employees and to be consistent with the guidelines set forth in the Personnel Policy. Annually to prepare and present a proposed budget to the Audit/Budget Committee and to control the agency's approved budget(s).

B. Have the responsibility of proposing policies, programs, and services for consideration by the board, and shall have responsibility for implementing such policies;

C. To purchase supplies, equipment, maintenance agreements, personnel services and authorize meeting expenditures related to agency functions, when the unit and/or total cost of such purchases does not exceed $5,000.00 in amount per occurrence, except where collection vehicles or facility equipment need hasty repairs, in which case expenditures of up $20,000.00 per occurrence are authorized. When such costs exceed the above thresholds, the purchase or expenditure must be pre-approved by the Board.

D. To perform such other duties as the board shall direct

**VIII. SOLICITOR:** The Board may appoint a solicitor, who shall be the chief consultant of the Southeast Ohio Recycling Terminal Council of Government in all legal matters.

## IX. FISCAL YEAR

The fiscal year of the Council shall begin on the first day of January and shall end on the thirty first day of December.

## X. AFFILIATE STATUS

Entities that do not qualify for membership in the Council may apply to the Board in writing for Affiliate status and may be granted such status as follows:

Affiliates must meet the following conditions:

a. Accept the Agreement and By-Laws of the Council;

b. have received a vote of acceptance from the Council's Board; and

c. remain current in the payment of all obligations as established by the Board.

A. Affiliates are entitled to participate in any or all of the services provided by Council on such terms as determined by the Board.

B. Affiliates shall have such other rights as determined by the Board.

## XI. AMENDMENTS

These By-Laws may be amended by the action of a majority of the Voting Representatives with one-month electronic written notice to the board

IN WITNESS WHEREOF, these By-Laws have been duly adopted by the Members of the Council and became effective on _____ ___, 2024

**Approved**:

| **Athens Hocking Solid Waste District** | | **Village of Amesville** | |
|---|---|---|---|
| _____ | | _____ | |
| Name | Title | Name | Title |
| _____ | | _____ | |
| Signature | Date | Signature | Date |

**0-54-24**

Introduced by Alan Swank, Chair
Planning and Development Committee

AN ORDINANCE REZONING PROPERTIES LOCATED AT 14, 20, 24, 30, 32, 34 and 36 ELLIOTT STREET, FROM R-3 RESIDENTIAL, MULTI-FAMILY ZONE TO B-1 NEIGHBORHOOD BUSINESS ZONE.

WHEREAS, on March 6, 2024, the City Planning Commission recommended rezoning properties located at 14, 20, 24, 30, 32, 34, and 36 Elliott Street from R-3 to B-1; and

WHEREAS, this recommendation is consistent with the City's 2040 Comprehensive Plan and the Stimson Avenue Corridor Plan; and

WHEREAS, these proposed zoning changes position this area to support the diversification of our local economy; and

WHEREAS, Athens City Council has scheduled a public hearing on June 3, 2024, in accordance with the Planning Commission's recommendation;

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

SECTION I: The rezoning of properties located at 14, 20, 24, 30, 32, 34 and 36 Elliott Street, from R-3 Residential, Multi-Family Zone to B-1 Neighborhood Business Zone, described more particularly in the map attached hereto and incorporated herein by reference, is hereby approved.

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.

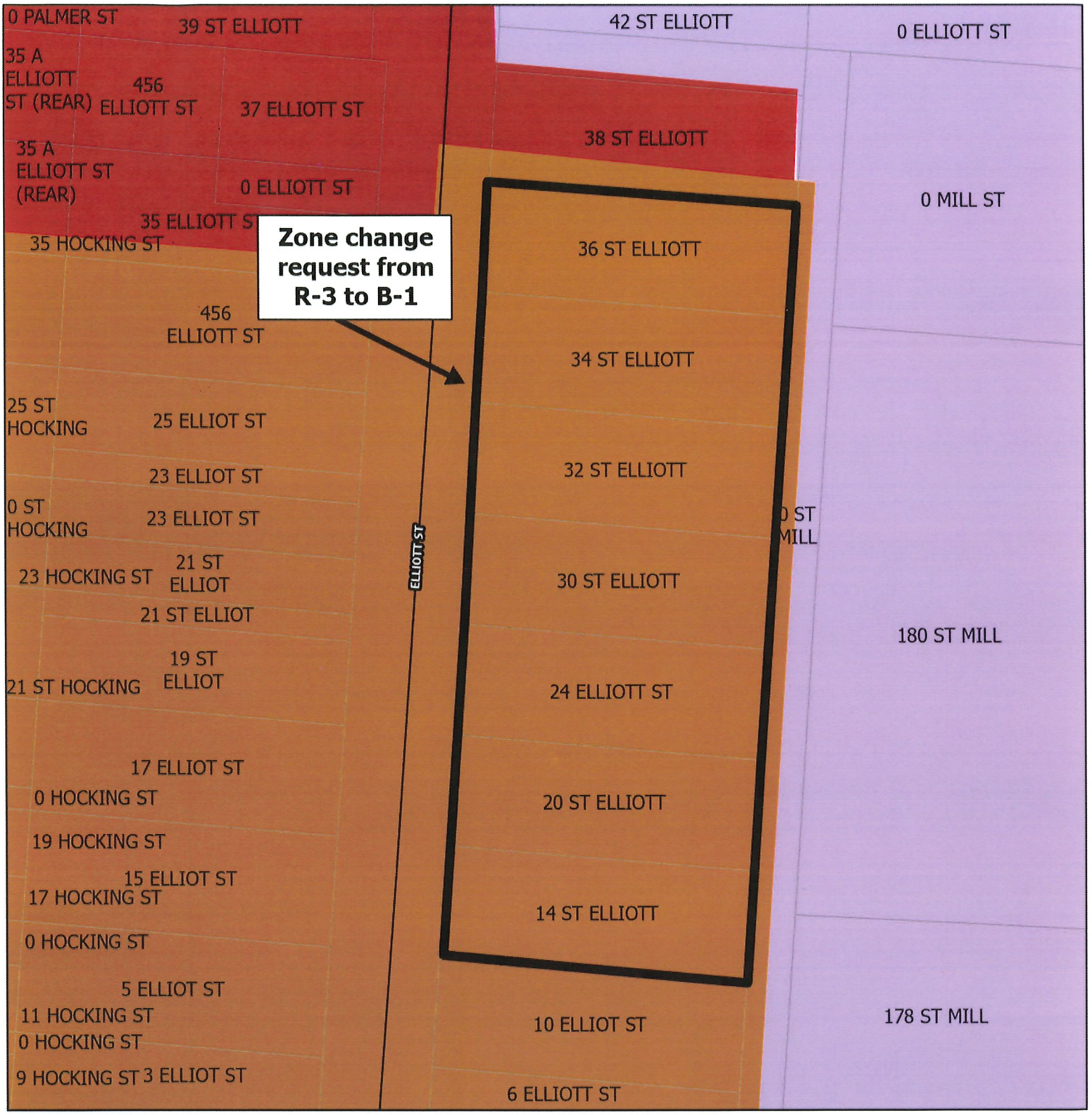
_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor




# Elliott St. Zone Change

Request to rezone lots on Elliott Street from R-3 Residential, Multi-Family Zone to B-1 Neighborhood Business Zone.

0 25 50 100 Feet

N

## Legend

Parcels

**Zoning**

B-3 R-3

M

Map created by Athens City Planner. Data recent as of 5/6/2024.

**0-55-24**

Introduced by Alan Swank, Chair
Planning and Development Committee

AN ORDINANCE REZONING UNDEVELOPED LOTS ON GRAND PARK BOULEVARD AND EDEN PLACE FROM R-2 RESIDENTIAL, ONE FAMILY/TWO FAMILY ZONE TO R-3 RESIDENTIAL, MULTI-FAMILY ZONE.

WHEREAS, on April 3, 2024, the City Planning Commission recommended rezoning undeveloped lots on Grand Park Boulevard and Eden Place from R-2 to R-3; and

WHEREAS, said rezoning would allow for the continued productive use of the adjacent commercial parcels, increase motorist and pedestrian safety at the intersection of East State Street and Grand Park Boulevard, and stabilize and encourage investment in the area; and

WHEREAS, Athens City Council has scheduled a public hearing on June 3, 2024, in accordance with the Planning Commission's recommendation;

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

SECTION I: The rezoning of undeveloped lots on Grand Park Boulevard and Eden Place from R-2 Residential, one Family/Two Family Zone to R-3 Residential, Multi-Family Zone, to include parcel numbers A028350005800, A028350005900, A028350006500, A028350006600, and A028350006700, described more particularly in the map attached hereto and incorporated herein by reference, is hereby approved.

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.

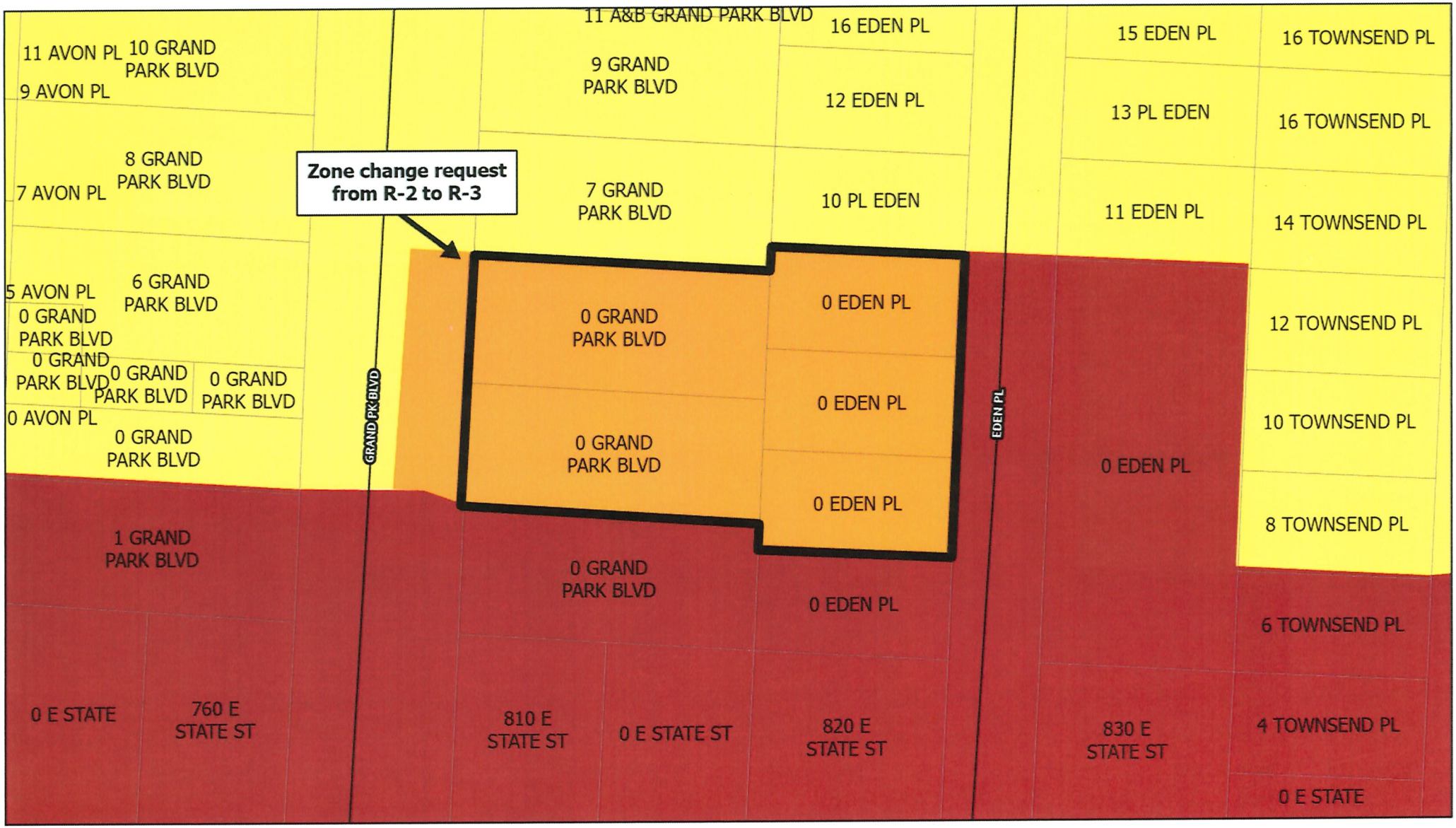
_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor




# Grand Park Blvd. & Eden Pl. Zone Change

Request to rezone undeveloped lots on Grand Park Boulevard and Eden Place from R-2 Residential, One Family/Two Family Zone to R-3 Residential, Multi-Family Zone.

**Legend**

Parcels

**Zoning**

B-3 R-1 R-2

Map created by Athens City Planner. Data recent as of 4/26/2024.

**0-56-24**

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AMENDING ORDINANCE 15-24; AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO CLOSE STREETS IN THE UPTOWN AREA FOR SPECIAL EVENTS DURING THE 2024 CALENDAR YEAR.

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

SECTION I: The Service-Safety Director is hereby authorized to close streets in the uptown area for special events during the 2024 calendar year, to change requested dates or cancel events, and implement the following:

A. Close designated streets to vehicular traffic in the City of Athens no earlier than 6:00 a.m. and no later than midnight, and maintain cross traffic wherever practicable, for the following events:

- Ohio University International Street Festival, 4/6/2024, Union Street from College to Court
- Athens Film Festival Court Street Screening, 4/13/2024, Court Street from Union to Washington
- DORA Days – (rotating by street to support uptown establishments), 5/17/2024, 5/31/2024, 6/28/2024, 7/12/2024
- Boogie on the Bricks, 6/15/2024, Court Street from Washington to State
- Juneteenth Celebration, East Union Street from Court to College, 6/22/24
- The Plains Lions Club Cruise-ins, 6/7/2024, 7/26/2024, 9/6/2024, Court Street from Washington to State
- Ohio Brew Week Last Call, 7/20/2024, Court Street from Washington to Carpenter
- Athens County Convention and Visitors Bureau – Athena Ride for Women, 8/2/2024, Union Street from Court to Congress
- Athens Arts & Music Festival, 8/3/2024, Union Street from Court to Congress
- OhioHealth Bounty on the Bricks, 8/10/2024, Court Street from Union to Washington

- Ohio University Welcome Weekend – Student Fair, 8/25/2024, Union Street from College to Court
- Oktoberfest Event – supporting Ohio Brew Week, 9/21/2024, Union Street from Congress to Court
- City of Athens Halloween/AUBA Trick or Treat, 10/26/2024, full uptown area
- Annual Holiday Tree Lighting, 12/6/2024, lane closure on Court Street in front of Courthouse; and

B. Ban parking on designated streets beginning no earlier than 3:00 a.m. and no later than 1:00 a.m. the following day to accommodate said events.

SECTION II: This Ordinance is only applicable to the above-listed events.

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

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

**0-57-24**

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A 20-YEAR LEASE AGREEMENT WITH STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, TO LEASE 8.334 ACRES LOCATED NORTH OF WEST STATE STREET FOR PROPOSED SOCCER FIELDS.

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

SECTION I: Subject to the approval of the Director of the Department of Administrative Services, the Service-Safety Director is hereby authorized to enter into a 20-year lease agreement, with a successive renewal of five (5) years, with the State of Ohio to lease 8.334 acres located north of West State Street, commencing May 1, 2024 and expiring on April 30, 2044, for proposed soccer fields, a copy of said agreement is attached hereto and incorporated herein by reference.

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

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

# STATE OF OHIO LEASE

This is a lease (hereinafter referred to as "Lease"), made effective _____, 2024 of real property between the State of Ohio, through its Department of Administrative Services, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395 (hereinafter referred to as "State"), for and on behalf of the Ohio University (hereinafter referred to as "Agency"), and City of Athens, a body politic, duly formed and existing under the laws of the State of Ohio and having an office at 8 East Washington Street, Athens, Ohio 45701(hereinafter referred to as "Lessee"), pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

**WHEREAS,** Agency requested the drafting of this Lease of the real property, hereinafter referred to as the Leased Premises, and

**WHEREAS,** the Department of Administrative Services has determined that State owns the real property, and that it is under the jurisdiction of Agency, and

**WHEREAS,** Lessee applied to State for this Lease on the following described real property (hereinafter referred to as "Leased Premises") containing approximately 8.334 acres of land located north of W. State Street in Athens, Athens County (hereinafter referred to as "the Land") as depicted in Exhibit "A" attached hereto and incorporated herein:

**NOW THEREFORE,** in consideration of the mutual covenants and agreements hereinafter set forth, State hereby grants this Lease to Lessee under the following terms and conditions:

## I. TERM.

This Lease shall be for a period of Twenty (20) years, commencing May 1, 2024 and expiring on April 30, 2044, unless otherwise terminated in accordance with the termination provisions herein (said time period is hereinafter referred to as the "Initial Term").

**Renewal Options:**

If Lessee has complied with all the terms and conditions of this Lease, and subject to the approval of the Director of the Department of Administrative Services, Lessee shall be entitled to one (1) successive renewal, for a term of five (5) years upon the same terms and conditions set forth herein. Renewal may be exercised by Lessee mailing written notice to the Director of Administrative Services at least one hundred and twenty (120) days prior to the expiration of the original term or respective renewal.

## II. CONSIDERATION.

During the Initial Term of this Lease, Lessee shall pay, as an annual consideration for the Leased Premises, a nominal rent of One and 00/100 Dollar ($1.00). In addition to the aforesaid rent, Lessee shall construct, maintain, use and operate any and all improvements necessary for their intended use as an athletic field for the purposes of playing Soccer, at its sole cost and expense. Lessor and Lessee agree that the new Soccer fields will provide a mutual benefit to the entire Athens, Ohio community.

**III. USE.**

Lessee shall use and occupy the Leased Premises for purpose of Soccer Fields. Lessee agrees not to permit the Leased Premises to be used for any purpose inconsistent with any local, state, or federal laws or regulations, or otherwise allow use by private parties which are not officially enrolled in a lessee-managed athletics programs offered through the Lessee's Department of Arts, Parks & Recreation. Lessee shall be liable for any and all damages consequent upon such violation and subsequent cancellation of this Lease under the default provision herein.

This Lease is made subject to all prior leases or grants on any portion of the Leased Premises, and to the renewal thereof. State also reserves the right to grant utility easements or leases in, on, under or across the Leased Premises, so long as such leases or easements do not materially interfere with use of the Leased Premises by the Lessee as soccer playing fields..

**IV. MAINTENANCE/REPAIRS.**

Lessee shall maintain, repair and manage the Leased Premises in a responsible manner. Lessee's obligations under this Article IV shall be limited to routine maintenance and repairs within the Leased Premises to include: mowing, leveling, grading and re-seeding the turf areas, replacing netting and soccer goals to Agency standards, and restriping athletic fields as needed. Any costs or expenses incurred for the maintenance of or repairs undertaken on the Leased Premises by Lessee during the term of this Lease shall be the sole obligation of Lessee. Lessee shall be responsible at its sole cost and expense for property damage to the Leased Premises and/or Land resulting from the actions of Lessee, its agents, employees, clients, invitees, or authorized representatives.

Lessee shall not deposit any debris on the adjacent state lands nor do anything that would interfere with the maintenance of any part of the adjacent state lands.

**V. CONSTRUCTION/IMPROVEMENTS.**

Lessee may improve and/or alter, upon written consent by State, any structures or other improvements Lessee considers appropriate to carry out the purpose set forth herein. Any improvements and/or alterations placed on the Leased Premises by Lessee during the term of this Lease shall be at Lessee's expense.

Lessee shall cause the improvements and/or alterations to be completed free and clear of any liens, claims or mechanic's liens against the Leased Premises or the Improvements, and Lessee shall defend, indemnify and hold State harmless from any such claims or mechanic's liens and or any expenses incurred in connection therewith including but not limited to damages, interest, court costs and reasonable attorney fees.

Improvements shall be constructed in accordance with plans and specifications approved by State and Agency and shall be constructed in accordance with all applicable building codes and in accordance with State and construction industry standards and practices. During the course of construction of the improvements, Lessee shall permit State and Agency the right, but not the obligation, to observe the progress and quality of the construction. In conjunction herewith, Lessee and Lessee's contractors shall meet with State and Agency agent(s) as often as State or Agency deems necessary to discuss the status of said work. Any such observations or participation in such discussion(s) by State or Agency or its agent(s) shall not be deemed to be a certification by State

or Agency as to the fitness of the construction of the improvements, nor shall the same give rise to any cause of action in favor of any third parties. Lessee shall also cooperate with State and Agency during the course of the construction by utilizing the construction requirements and guidelines implemented by State.

## VI. WASTE/RETURN OF LEASED PREMISES.

Lessee shall not commit or suffer any waste on the Leased Premises. Upon the expiration of any term of this Lease or upon an earlier termination hereof, Lessee shall surrender possession of the Leased Premises in substantially as good a condition as the same existed at the Commencement Date, except for:

a) damage from fire or natural elements;
b) circumstances beyond the control of Lessee;
c) reasonable use and normal wear and tear, depreciation and decay; and
d) Lessee Improvements and any alterations, fixtures, additions, structures, or signs placed or erected upon the Leased Premises by either Lessor or Lessee after the Commencement Date.

However, if Lessee desires to remove the Improvements and/or any of the items set forth in the above paragraph, Lessee shall pay Lessor to remove said Improvements and shall be responsible for paying Lessor to repair all damage caused in the course of any such removal.

## VII. ACCESS.

State may have access to the Leased Premises at all reasonable times and in a manner that does not unduly interfere with Lessee's use of the Leased Premises, to make such changes and improvements as Agency may deem necessary, and to determine whether Lessee is complying with the terms of this Lease.

## VIII. ASSIGNMENT/SUBLETTING.

Lessee shall not assign this Lease or sublet the Leased Premises or any part thereof without the prior written consent of the Director of Administrative Services. Prior to giving his or her consent, the Agency will confirm with the Treasurer of State that the assignment or sublet will not have a material adverse effect on the tax-status of any outstanding obligations of the State of Ohio issued to finance improvements upon the Leased Premises and that the assignment or sublet is otherwise lawfully permitted. Should consent to any such assignment, subletting or transferal be granted, such assignment, sublease or transfer shall not relieve Lessee of its obligations and duties under the terms, covenants and conditions of this Lease.

## IX. TERMINATION.

This Lease may be terminated if the Leased Premises, or any part thereof, is needed for any public or quasi-public use or purpose. State shall give Lessee at least ninety (90) days' written notice prior to such termination on or before the date set in such notice for the termination of this Lease. Lessee shall remove all personal property and movable fixtures placed on the Leased Premises by Lessee and restore the Leased Premises to a condition satisfactory to the Director of Administrative Services at Lessee's expense. Lessee shall have no claim against State for the value of any unexpired term of this Lease, or for any costs related to the removals referred to in this paragraph.

The Lease may be terminated by Lessee by giving State at least ninety (90) days' written notice prior to such termination on or before the date set in such notice for the termination of this Lease. Lessee shall have no claim against State for the value of any unexpired term of this Lease, or for any costs related to the removals referred to in this Article IX.

In the event of termination by either State or Lessee pursuant to Article IX herein, Lessee shall remove any and all personal property and movable fixtures placed on the Leased Premises by Lessee or that title to same will be transferred to the State of Ohio, if the State so requests. Lessee shall restore the Leased Premises to a condition satisfactory to the Director of Administrative Services at Lessee's expense.

## X. DEFAULT.

If Lessee breaches or defaults on any of the terms or conditions of this Lease, and if that breach or default is not remedied within thirty (30) days after written notification by State of that breach or default, State may terminate this Lease. Lessee shall have thirty (30) days from the date on the written notice of termination, to remove all personal property and movable fixtures placed on the Leased Premises by Lessee, and to restore the Leased Premises to a condition satisfactory to the Director of Administrative Services. Lessee shall then surrender possession to State. If such removals and restoration are not affected within the specified time, State may elect to restore the Leased Premises at Lessee's expense. Notwithstanding any other provision contained in this Lease, the following activities shall constitute a breach, and State shall thereafter be entitled to automatically terminate this Lease upon delivery of notice to Lessee as provided herein:

(a) Occupancy of the premises for hazardous purposes or for a hazardous use as defined in the insurance policy required in Article XIII herein.

(b) Failure of Lessee to comply with any Warranty or condition contained in any endorsement attached to the policy required in Article XIII herein.

## XI. INDEMNITY.

Lessee shall indemnify and hold harmless state from and against any and all claims, demands, damages, actions, or causes of action, together with any and all losses, cost, or related expenses asserted by any person or persons for bodily injury, death, or property damage ensuing from Lessee's occupation or use of any portion of the Leased Premises.

## XII. LIABILITY.

Lessee shall protect, indemnify and hold Lessor harmless from and against any and all claims, demands, causes, actions and damages, together with any and all losses, costs and expenses, including without limitation, any attorney's fees, for the death of or injury to any person or persons, or damage to property, of every kind and nature, which may arise out of or in any connection with Lessee's use and operation of the Leased Premises or that of its successors, assigns, agents, servants, employees, contractors, subcontractors, invitees and any other person acting under and by virtue of, by, through the Lessee, except for any act, omission, or neglect caused by Lessor or any of its agents, servants, employees, contractors, subcontractors and other persons' claim under, by and through Lessor.

The provisions of this Section shall survive the expiration or termination of the term of this Agreement.

**XIII. INSURANCE.**

Lessee shall at all times during the term of this Lease, maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the Leased Premises. To protect State's interest, Lessee shall provide written proof (which is acceptable to State) to assure that the appropriate levels of financial responsibility are being retained. Failure to comply with this clause shall constitute a material breach of this Lease.

**XIV. PREVAILING WAGE.**

Lessee shall comply with all provisions of Ohio Revised Code Chapter 4115, entitled "Wages and Hours on Public Works" in the performance of any of its obligation hereunder.

**XV. EQUAL EMPLOYMENT.**

Pursuant to Ohio R.C. 125.111, Lessee agrees that Lessee, its employees, agents or representatives will not discriminate by reason of race, color, religion, sex, age, disability or military status as defined in Ohio R.C. 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Lease. Lessee further agrees that Lessee, its employees, agents or representatives shall not, in any manner, discriminate against, intimidate or retaliate against any employee hired for the performance of work under this Lease on account of race, color, religion, sex, age, disability or military status as defined in Ohio R.C. 4112.01, national origin, or ancestry.

**XVI. TAXES.**

Lessee shall be responsible for any federal, state and/or local taxes and assessments levied against State resulting from this Lease of the Leased Premises.

**XVII. QUIET ENJOYMENT.**

State covenants that if, and so long as, Lessee pays the rent when due and performs the covenants hereof, Lessee may peaceably have, hold, and enjoy the Leased Premises, during the term, without any hindrance by State or any person or persons lawfully claiming under State. State will not warrant and defend against any claim asserted by any other person or entity. A taking by eminent domain shall not be deemed to be a breach of this covenant.

**XVIII. REPRESENTATIVES/AGENTS.**

Where this Lease refers to State, Agency or Lessee, those terms shall include the agents, employees, or authorized representatives of each party.

**XIX. NOTICES.**

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been

properly given when hand-delivered or sent by U. S. registered or certified mail, postage paid,

(a) with respect to State, addressed to:

Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

an additional copy addressed to:

Ohio University
1 Ohio University
Athens, Ohio 45701
Attention: Director of Real Estate

and, (b) with respect to Lessee, addressed to:

City of Athens
8 E. Washington Street
Athens, Ohio 45701
Attention: City Service-Safety Director

State, Agency and Lessee shall each have the right from time to time to specify as its address for purposes of this Lease any other address in the United States of America upon giving of fifteen (15) days' notice thereof, similarly given, to the other party.

## XX. HAZARDOUS MATERIALS.

Lessee and Agency shall not place, hold or dispose of any hazardous materials (as defined below) on, under or at the Leased Premises, and Lessee and Agency shall not use the Leased Premises as a treatment, storage or disposal site (whether permanent or temporary) for any hazardous materials. Lessee and Agency shall not cause or allow any asbestos to be incorporated into any improvements or alterations which either of them makes or causes to be made to the Leased Premises. For purposes of this Lease "hazardous materials" means and includes any hazardous substance or any pollutant or contaminant defined or referenced in the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, or any other federal, state or local statute, law, act, ordinance, code, rule, regulation, order or decree relating to any hazardous, toxic or dangerous waste, substance or material. Lessee may terminate this Lease immediately if a pre-existing hazardous condition is found to exist within the Leased Premises, which Lessee considers to be dangerous to its employees, agents or invitees.

## XXI. CAMPAIGN CONTRIBUTIONS AND ETHICS COMPLIANCE.

Lessee hereby certifies that neither Lessee nor any of Lessee's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Lessee certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

## XXII. MISCELLANEOUS PROVISIONS.

If any provision of this Lease, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable shall not be affected; and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by applicable law.

All rights and remedies of Lessor enumerated in this Lease shall be cumulative and, except as specifically contemplated otherwise by this Lease, none shall exclude any other right or remedy allowed at law or in equity and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Lease.

This Lease may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both Lessor and Lessee.

This Lease, and any addendum hereto, shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio, without giving the effect to any conflicts or choice of laws or principles which otherwise might be applicable. Any action or proceeding against any of the parties hereto relating in any way to this Lease or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding.

No waiver by either party of a breach of any term, condition, provision, covenant or obligation of this Lease shall be construed to be a waiver of any future breach of the same or other term, condition, provision, covenant or obligation hereof. No receipt of money by Lessor from Lessee or others after the giving of any notice of default, or after the termination of this Lease, or after the commencement of any suit, shall reinstate, continue, or extend the term of this Lease, or affect any such notice, demand, or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

The representations, warranties, covenants, indemnities and agreements of the parties contained in this Lease shall survive the expiration or termination of the term of this Lease and shall be and continue in effect notwithstanding the fact that Lessee may waive compliance with any of the other provisions of this Lease.

The words "Lessor" and "Lessee," wherever used in this Lease, shall include the successors and assigns of Lessor and Lessee, respectively.

The headings to the various Articles and Exhibits to this Lease have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms, provisions and conditions of this Lease.

This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Both Lessor and Lessee each covenant and

warrant to the other that it is possessed of sufficient legal authority to execute, enter into and observe all the terms and conditions set forth in this Lease.

This Lease and attached exhibits constitute the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof.

**XXIII. SUSPENSION AND DEBARMENT.**

Lessor represents and warrants that it is not suspended or debarred from consideration for contract awards by any governmental agency or otherwise excluded by the federal government from participating in this transaction.

**XXIV. INDEPENDENT CONTRACTOR STATUS.**

It is fully understood and agreed that neither Lessor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the State, or public employees, for the purpose of Ohio Public Employees Retirement Systems benefits based upon the execution of this Lease.

**Intentionally Left Blank**

The terms of the within State of Ohio Lease are accepted and agreed to by the Ohio University.

By: _____ Date: _____
John Day, Interim Vice President of Finance and Administration

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have executed and delivered this Lease as of the date first set forth above.

LESSOR
The State of Ohio

By: _____
Mike DeWine
Governor of Ohio

By: _____
_____
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this _____ day of _____, 2024 before me personally appeared _____, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services

_____
Notary Public, State of Ohio
My Commission Expires_____

APPROVED AS TO FORM:

Ohio Attorney General

By: _____ Date: _____
Carol V. Mosholder, Principal Assistant Attorney General

LESSEE
City of Athens
a body politic

By: _____
Andrew B. Stone, P.E.

Title: City Service-Safety Director

ACKNOWLEDGMENT

State of Ohio, Athens County, ss:

On this _____ day of _____, 2024 before me personally appeared Andrew B. Stone, known to be the City Service-Safety Director for City of Athens, who acknowledged that he executed the foregoing Lease for and on behalf of the city, and that the same is his free and voluntary act and deed, and that he is duly authorized to enter into this Lease.

_____
Notary Public, State of Ohio
My Commission Expires _____

This State of Ohio Lease prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

**Exhibit "A"**
LEASED PREMISES

buckley group
engineering + surveying

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

**DESCRIPTION OF A PUBLIC ACCESS & USEAGE EASEMENT**

Being a 8.334 acre easement located in part of Out Lots 50, 51, 57, & 58, Section 16, Town 9 North, Range 14 West, Athens Township, Athens County, Ohio Company Purchase, State of Ohio being part of a parcel as conveyed to President & Board of Trustee by a deed recorded in Official Record Book 427 at Page 188 of said county deed records:

**Beginning** at a point, being the southeast corner of said 8.334 acre easement from which the southeast corner of Out Lot 58 bears S 85° 50' 47" E, 32.02 feet to a point, being a point on the northerly right of way line of West State St;

Thence, N 1° 30' 25" W, 457.01 feet to a point;
Thence, N 19° 33' 26" E, 265.36 feet to a point;
Thence, N 4° 06' 38" E, 285.40 feet to a point;
Thence, S 89° 11' 55" W, 404.10 feet to a point;
Thence, S 4° 07' 13" W, 961.11 feet to a point;
Thence, S 85° 50' 47" E, 376.83 feet to the **Point of Beginning,** containing **8.334 acres,** more or less.

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

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

This description was prepared under the direct supervision of Ryan D. Buckley, Registered Surveyor No. 8676 and is based on a field survey made by Buckley Group, LLC completed in August 2022.

September 14, 2022
Date

Ryan D. Buckley, Professional Surveyor No. 8676

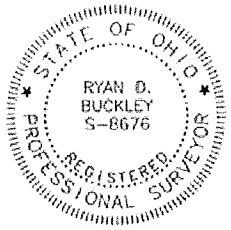
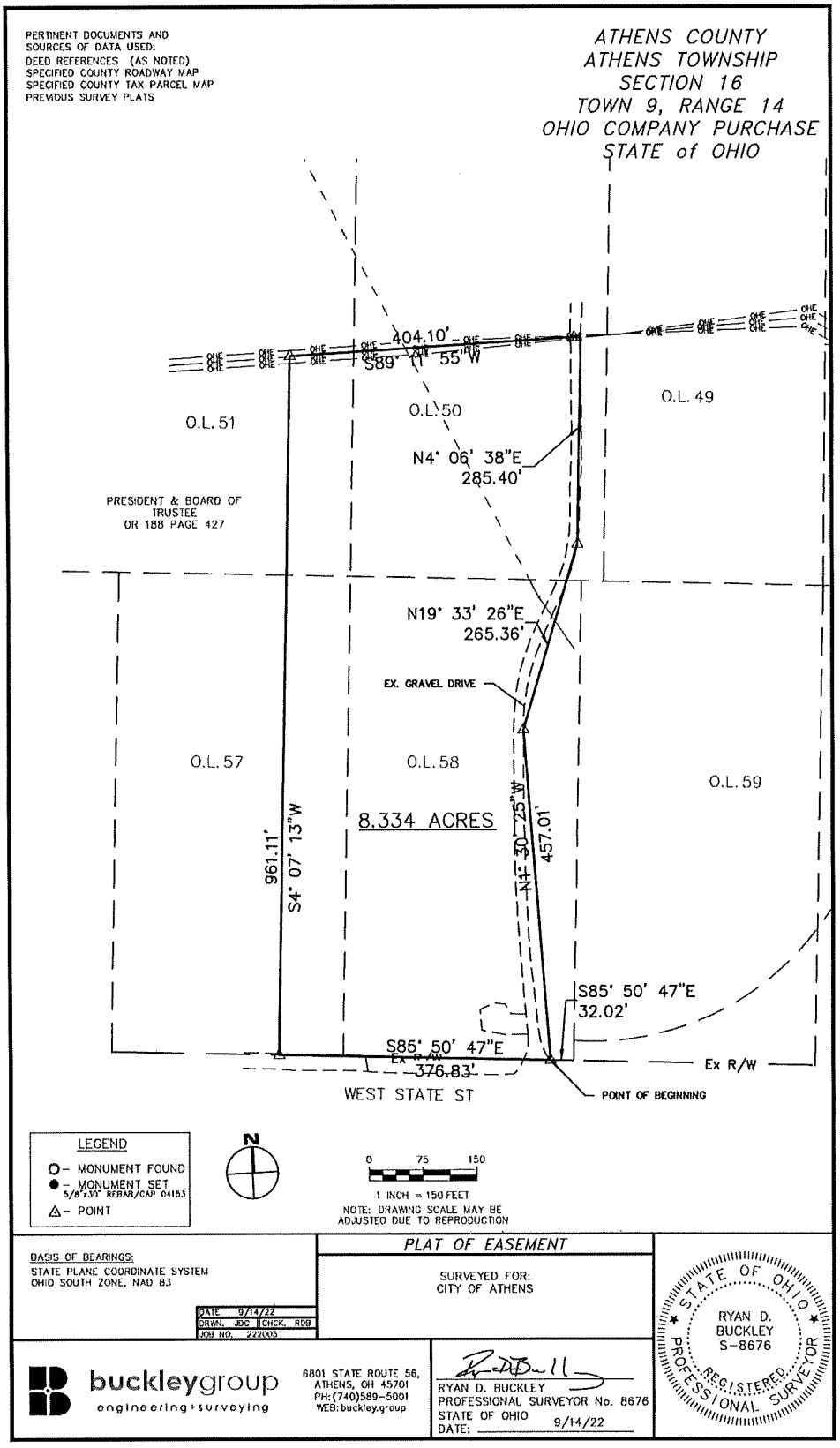


**Exhibit "A"**
(continued)



**0-58-24**

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE PURCHASE OF SOCCER NETTING AS PART OF THE WEST STATE PARK SOCCER FIELDS, PROJECT #355.

WHEREAS, this soccer field safety netting is being purchased through Sourcewell, a cooperative purchasing program, and competitive bidding is not required; and

WHEREAS, the administration has already made several expenditures toward the project on surveying, design, storm sewer, and drainage 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 following sums:

Forty-one Thousand Dollars ($41,000.00) to APR Income Tax Fund, 273, T.C. 500; and

One Hundred Thousand Dollars ($100,000.00) to Capital Improvements Fund, 580.270, T.C. 500, for soccer field safety netting, and increasing the total appropriations by said amounts.

SECTION II: The Service Safety Director is hereby authorized to expend up to Three Hundred-Forty Thousand Dollars ($340,000.00) as follows:

Two Hundred Seven Thousand Nine Hundred Dollars ($207,900.00) from APR Income Tax Fund, 273, T.C. 500;

Twenty-three Thousand Eight Hundred Dollars ($23,800.00) from APR Income Tax Fund, 273, T.C. 300;

Eight-Thousand Three Hundred Dollars ($8,300.00) from Recreation Fund, 270, T.C. 500; and

One Hundred Thousand Dollars ($100,000.00) from Capital Improvements Fund, 580.270, T.C. 500, for Project #355.

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

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

**0-59-24**

Introduced by Finance & Personnel Committee

AN ORDINANCE AMENDING SECTION 22(A1) OF ORDINANCE 132-23, THE 2024 FRINGE BENEFITS PACKAGE FOR NON-UNION PERSONNEL WITHIN THE CITY OF ATHENS.

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

SECTION I: Section 22(A1) of Ordinance 132-23, the 2024 Fringe Benefits Package for Non-Union Personnel is hereby amended to read as follows:

## 22. PROMOTION, LATERAL TRANSFER, AND DEMOTION OF NEW HIRES AND CURRENT EMPLOYEES:

(A) Employees who transfer from a bargaining unit to a non-bargaining unit classification or from one non-bargaining unit to another non-bargaining unit classification will be slotted in accordance with the following provisions. Upon promotion, lateral transfer, or demotion, the date of placement in the new classification becomes the employee's new classification date.

1. **Promotion**: ~~I~~is defined as the movement of an employee to a new classification in a higher pay grade. A full-time, three-quarter time, or permanent part-time employee's new pay rate shall be the greater of: (1) the minimum of the new pay grade; or (2) ~~5~~10% higher than the rate from which the employee was promoted. At the request of the appointing authority, a promoted ~~an~~ employee's new rate of pay may be set at a rate up to 25% through the new pay grade, and shall be contingent upon the employee's qualifications, education and experience. ~~not to exceed the midpoint of the new pay grade; or up to 10% higher than the rate from which the employee was promoted; however,~~ a~~A~~pproval by City Council is required for any additional movement through the pay grade, however, ~~Notwithstanding,~~ no promoted employee shall be assigned to a rate higher than the maximum rate of the employee's newly assigned pay grade.

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:

_____
Clerk of Council

APPROVED:

_____
Mayor

**0-60-24**

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 28-24; CORRECTING THE TRANSFER AMOUNT NEEDED TO MAKE AN INTERFUND TRANSFER.

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

SECTION I: Section II of Ordinance 28-24 is hereby amended to read as follows:

Section II: The 2024 Appropriation Ordinance 130-23 is further amended by decreasing ARPA Fund, 286, T.C. 500, by One Hundred ~~Forty~~ Sixty Thousand Four Hundred Thirty-Two and 70/100 ($160,432.70) ~~($140,000.00)~~ Dollars, and increasing ARPA Fund, 286, T.C. 600, for transfer, by same amount, and increasing and decreasing said appropriations by said amount.

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

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

**0-61-24**

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23.

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 Nine Thousand Dollars ($9,000.00) to Garbage Fund, 760, T.C. 300, to cover administrative fees, and increasing the total appropriations by said amount.

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

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

# Recreation Advisory Board Interest Form

This form is intended to provide background information on individuals interested in serving on the Recreation Advisory Board.

The Board advises the administration in matters relating to the adoption of programming, policies and procedures for the operation, equipment and maintenance of parks, playgrounds, play fields, public baths, swimming pools, indoor recreation centers, gymnasiums for any land or buildings owned by the City of Athens not dedicated to public use other than for recreational use.

The Board consists of seven members appointed by the Mayor and confirmed by City Council. Term length is three years. Members must reside within Athens County to be selected to serve on the Board, and at all times no less than 5 members must reside within the city of Athens, and up to 2 members can reside outside of the city limits but must reside within Athens, County. Four members constitute a quorum.

Please choose the answer that best describes your residency. *

- (●) I live within the city limits.
- ( ) I live outside of the city limits.
- ( ) I live outside of Athens County.

Please describe your interest and/or motivation for serving on the Recreation Advisory Board: *

I'm a pediatric exercise physiologist and very passionate about putting my expertise to work to benefit our community

Please indicate your areas of skill, experience and interest. Check all that apply. *

- [ ] Arts
- [x] Parks
- [x] Recreation
- [ ] Community Events
- [x] Fitness
- [x] Competitive Sports
- [x] Individual Sports
- [ ] Community Engagement
- [ ] Youth Engagement
- [ ] Swimming/Aquatics

The Recreation Advisory Board desires to reflect the City of Athens community the best we can. Please describe anything about yourself that would add to this committee. *

I'm a mom, exerciser, dog-walker, and general patron of Athens parks, involved with our local schools, and knowledgeable about getting people active

Please describe your past and present involvement with organizations as well as professional accomplishments and/or educational experiences that might relate (if applicable). *

PhD, pediatric exercise physiology; current secretary of TPIS PTO, past president of East /East-West PTO, OHIO faculty

In your opinion, why do patrons utilize our spaces? Which of our spaces do you use or have you used? *

Parks & Rec facilities provide a reliable, safe outlet for individuals and families in the area. Facilities are spread throughout the city, accessible to many, and reliably maintained. I am a regular patron of parks, the bike path, trails, and the city pool

What could make this advisory board experience satisfying for you? Do you anticipate growing into a leadership position on the board? *

For now I would like to be a member, but might consider leadership in future years when I've gained experience

Please describe your personal or professional antiracism and equity journey to this point. *

Personally, I've been doing a lot of reading, reflecting, and talking to friends who are similarly dedicated to improving. Professionally, I am one of the leaders of an anti-racism discussion series at HCOM and also serve on the College's anti-racist culture committee.

Tell us anything else you want us to know about yourself. Don't be shy!

Contact information

The following information will be used to contact you.

First and Last name *

Emily Guseman

Email address *

Emily.guseman@gmail.com

Phone number *

9195935851

Thank you for your interest!

We appreciate your desire to serve our community! Thank you!

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- ( ) I live outside of Athens County.

Please describe your interest and/or motivation for serving on the Recreation Advisory Board: *

I would like to serve to improve the adaptive equipment and programming that Athens Parks and Recreation provides for the developmentally and physically disabled residents of this community

Please indicate your areas of skill, experience and interest. Check all that apply. *

- [x] Arts
- [x] Parks
- [x] Recreation
- [x] Community Events
- [ ] Fitness
- [ ] Competitive Sports
- [x] Individual Sports
- [x] Community Engagement
- [x] Youth Engagement
- [x] Swimming/Aquatics

The Recreation Advisory Board desires to reflect the City of Athens community the best we can. Please describe anything about yourself that would add to this committee. *

I am a former nurse. I have lived in Athens for the last 11 years. I am married and have three daughters. All three of my children have developmental disabilities ranging from mild to severe levels of disabilities.

Please describe your past and present involvement with organizations as well as professional accomplishments and/or educational experiences that might relate (if applicable). *

I am a former board member of AF-CADRE, a local group that provides support and programs for developmentally disabled children. I have volunteered in the past with aquatic programming for children with disabilities.

In your opinion, why do patrons utilize our spaces? Which of our spaces do you use or have you used? *

They are kept clean and are safe spaces for family activities and celebrations. We have used the community center, the pool, Richland Park, State Street Park, and Sells Park.

What could make this advisory board experience satisfying for you? Do you anticipate growing into a leadership position on the board? *

I would like to help in any way I can. I would love to make Athens even more inclusive.

Please describe your personal or professional antiracism and equity journey to this point. *

As a mom of children with disabilities, I have always advocated for fair and appropriate rights to every individual.

Tell us anything else you want us to know about yourself. Don't be shy!

Contact information

The following information will be used to contact you.

First and Last name *

Heather Jolley

Email address *

heather_jolley77@yahoo.com

Phone number *

919-478-6614

Thank you for your interest!

We appreciate your desire to serve our community! Thank you!

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Please choose the answer that best describes your residency. *

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Please describe your interest and/or motivation for serving on the Recreation Advisory Board: *

I am interested in serving on the board to give back to the Athens community. My wife and I have taken advantage of the many recreation opportunities the City offers. I would like to help ensure that those opportunities continue to exist, and improve in the future. We plan to raise a family and call our Athens our home for many years to come.

Please indicate your areas of skill, experience and interest. Check all that apply. *

- [ ] Arts
- [x] Parks
- [x] Recreation
- [x] Community Events
- [x] Fitness
- [x] Competitive Sports
- [x] Individual Sports
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The Recreation Advisory Board desires to reflect the City of Athens community the best we can. Please describe anything about yourself that would add to this committee. *

My wife and I moved to Athens in 2021 in order for me to pursue a job opportunity in the region. We purchased our first home in the Near Eastside Neighborhood in 2022. We plan to have children soon and feel Athens would be an ideal place to raise them. I also think we represent many citizens of Athens that moved here for work and have proudly adopted the City as our home.

Please describe your past and present involvement with organizations as well as professional accomplishments and/or educational experiences that might relate (if applicable). *

I graduated from Ohio University with a degree in Recreation Management. While in college I completed internships with the Athens Community Center, Brew Week, Recreation Unlimited, and New Albany Parks and Recreation (OH). Through these experiences I was able to gain knowledge of the unique challenges and opportunities of operating community recreation programs. I also designed, and managed recreation programs for individuals with intellectual and physical disabilities through my work with Recreation Unlimited.
I currently work as a Special Assistant to the Commissioner of Health for the West Virginia Bureau for Public Health. Prior to joining state government I served in a number of non-profit leadership roles. I also currently serve on the Board of Directors for the West Virginia Alliance of Recovery Residences, WV211, and the Hope in Action Alliance. I believe the budgeting/financial, community/partner engagement, and board relations expertise I have developed in my career would be a great benefit to the Recreation Advisory Board.

In your opinion, why do patrons utilize our spaces? Which of our spaces do you use or have you used? *

I believe patrons utilize recreation spaces for a wide variety of reasons that may include health improvement, entertainment, and friendship/community. I personally utilize Athens recreation spaces primarily to improve my health.
Most frequently I use the Community Center, West and Sells parks, and the dog parks. I am looking forward to using the new outdoor pickle ball courts once the weather warms up. I also anticipate my wife and I becoming frequent pool patrons as well once we have children.

What could make this advisory board experience satisfying for you? Do you anticipate growing into a leadership position on the board? *

I feel this would be a satisfying experience if I am able to see the advice and recommendations of the Board put into action. I would be willing to serve in leadership positions on the Board if the opportunity arises.

Please describe your personal or professional antiracism and equity journey to this point. *

As a cis gender white male my antiracism and equity journey has been largely focused on learning how my privilege impacts the lives of those in my community. Professionally I have been involved in helping develop and implement a number of DEI initiatives. I also have participated countless trainings/learning sessions related to healthcare and health policy equity best practices.

Tell us anything else you want us to know about yourself. Don't be shy!

My wife and I got married last summer here in Athens. We have two dogs that we frequently take on hikes around town. Outside of the recreation activities I mentioned already I also enjoy doing yard work, following the Columbus Blue Jackets and Cleveland Guardians, and visiting the local breweries we are fortunate to have here in Athens.

Contact information

The following information will be used to contact you.

First and Last name *

John LEite

Email address *

johncleite1@gmail.com

Phone number *

4193034081

Thank you for your interest!

We appreciate your desire to serve our community! Thank you!

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