



AGENDA
ATHENS CITY COUNCIL
MONDAY, JUNE 17, 2024 AT 7:00 PM

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

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

- 1. Establish Quorum**
- 2. Disposition of Minutes:**
 - Regular Sessions held May 20 and June 3, 2024
- 3. Communications**
- 4. Reports and Communications from Other Elected Officials**
- 5. Ordinances for Third Reading:**

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

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

0-62-24

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY, AND ENTER INTO CONTRACTS FOR THE WOODSEdge INFRASTRUCTURE PROJECT #370 AT UNIVERSITY ESTATES.
Introduced by Council Member Swank

6. Ordinance for Second Reading:

0-61-24

AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23.
Introduced by Council Member Risner

7. Ordinances for First Reading:

0-63-24

AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23.

Introduced by Council Member Risner

0-64-24

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 810 EAST STATE STREET FOR OFF-STREET VEHICLE PARKING AND LIGHT POLES LOCATED IN THE CITY RIGHT-OF-WAY.

Introduced by Council Member Swank

0-65-24

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 23, ZONING, CHAPTER 23.04, PERMITTED USES, FOR TOBACCO AND CANNABIS ESTABLISHMENTS.

Introduced by Council Member Swank

8. One-Reading Resolution:

- **R-04-24**

A RESOLUTION APPOINTING A NEW MEMBER TO THE BOARD OF TRUSTEES OF THE RIDGES NEW COMMUNITY AUTHORITY TO REPLACE A VACANCY IN THE OFFICE OF THE CITIZEN MEMBERS OF THE BOARD OF TRUSTEES; RE-APPOINTING A MEMBER TO THE BOARD OF TRUSTEES OF THE RIDGES NEW COMMUNITY AUTHORITY; AND DECLARING AN EMERGENCY.

Introduced by All Members of Council

9. Announcements & Other Business:

- Appointment to the Community Relations Commission
- Motion to Accept the May 2024 Financial Reports
- Motion to Accept the April 2024 Credit Card Transactions

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

11. Adjournment

Sam Crowl
President of Council

The City of Athens supports the Americans with Disabilities Act. Requests for reasonable

accommodation may be made with the ADA Coordinator in the City Building or by calling 592-3367.

0-45-24

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, lawfully appropriated for the purpose, and the General Fund reserve balance is at 9% or higher.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-53-24

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:

APPROVED:

Clerk of Council

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

Name Title

Signature Date

Village of Amesville

Name Title

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.

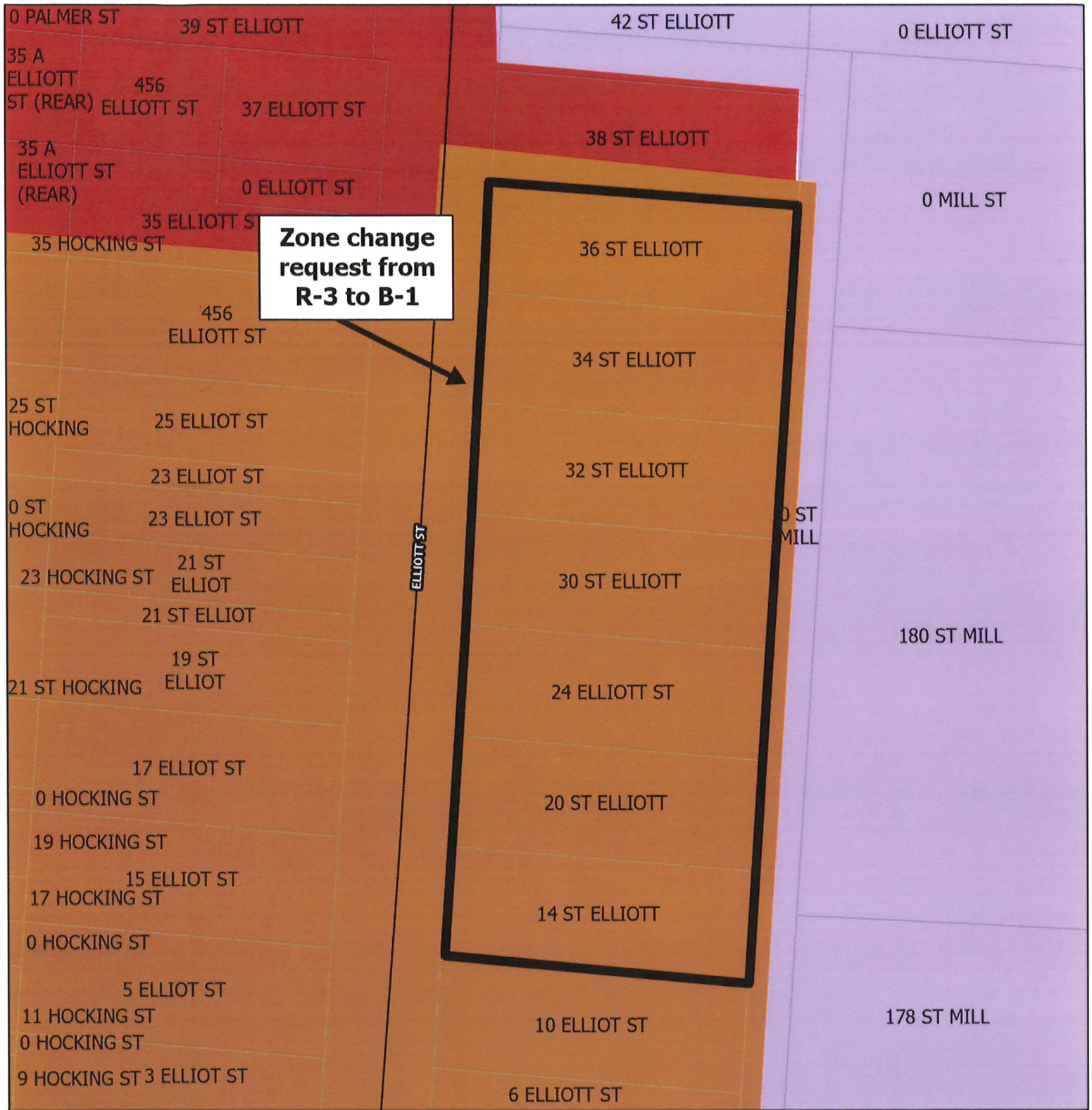
President of Council

ATTEST:

APPROVED:

Clerk of Council

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.

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



Legend

Parcels

Zoning

B-3 R-3

M Page 21 of 61

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.

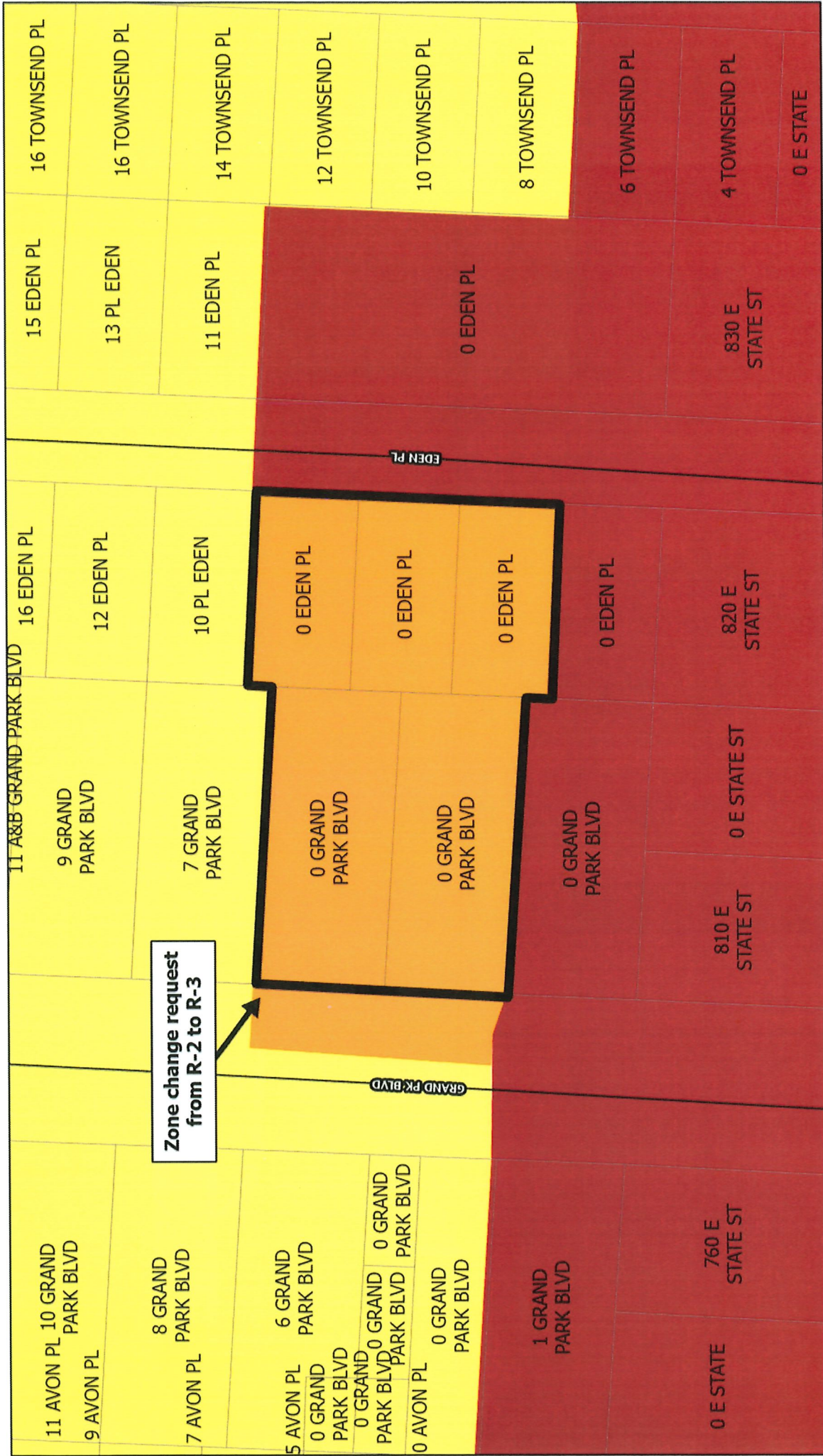
President of Council

ATTEST:

APPROVED:

Clerk of Council

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.

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:

APPROVED:

Clerk of Council

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 transfer 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



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

DESCRIPTION OF A PUBLIC ACCESS & USAGE 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

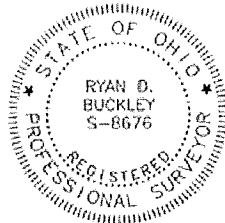
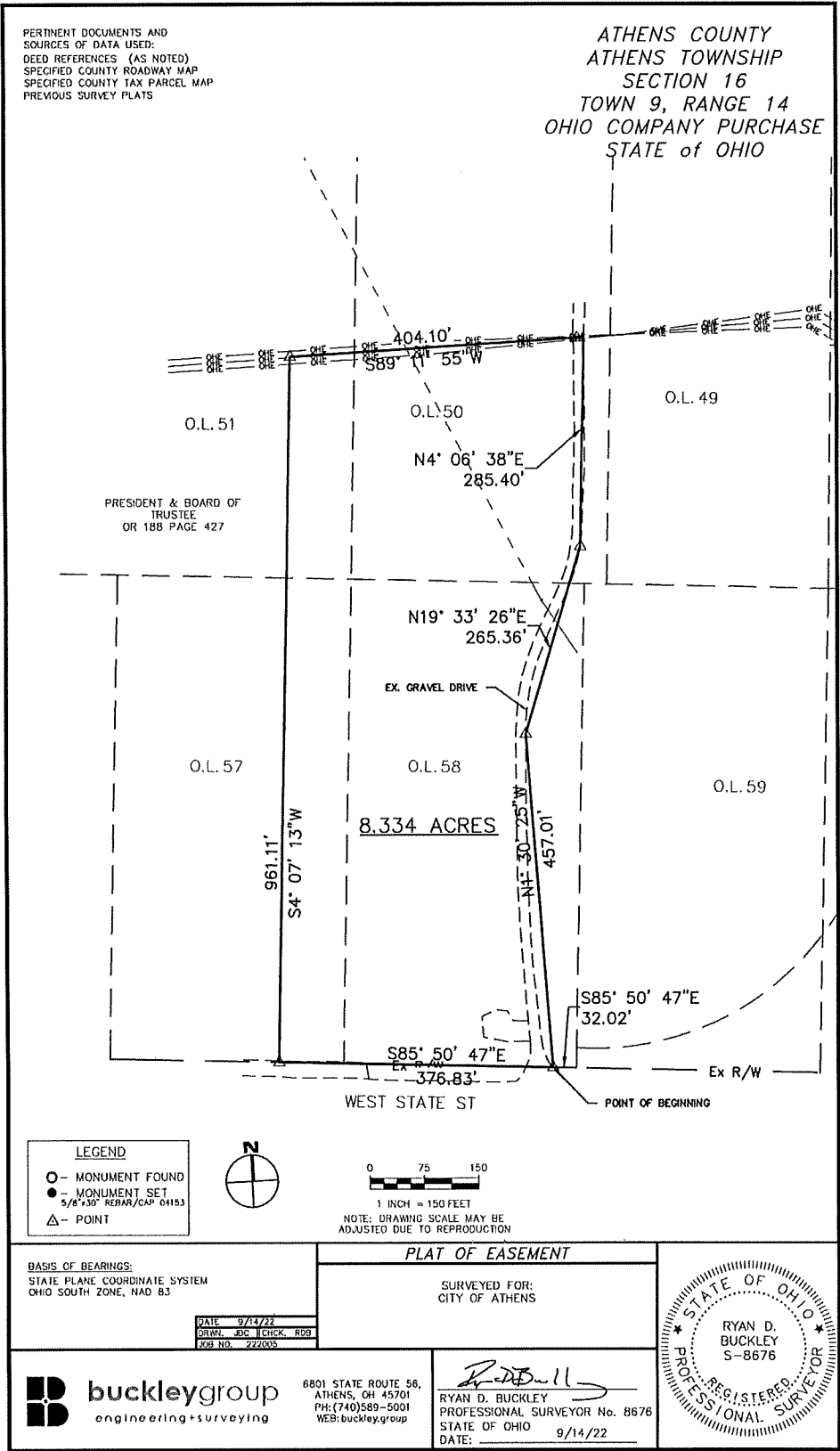


Exhibit "A"
(continued)



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:

APPROVED:

Clerk of Council

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:** ~~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~~ Approval 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:

APPROVED:

Clerk of Council

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:

APPROVED:

Clerk of Council

Mayor

0-62-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY, AND ENTER INTO CONTRACTS FOR THE WOODSEdge INFRASTRUCTURE PROJECT #370 AT UNIVERSITY ESTATES.

WHEREAS, Ordinance 103-20, authorizes a tax increment financing agreement as part of the creation of the University Estates Incentive District within the City of Athens, and was subsequently amended by Ordinance 42-21, to consider changes to the Affordable Housing Commission goals; and

WHEREAS, the developer has informed the City that it is no longer able to pay costs of public infrastructure improvements up-front with reimbursements derived from the TIF revenue; and

WHEREAS, the City Council understands that the availability of TIF revenue to the City is dependent on the Developer's completion of the Project;

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

SECTION I: The Service-Safety Director is hereby authorized to advertise and accept bids, where necessary, and enter into contract with the lowest and best bidder for the Woodsedge Infrastructure Project #370 at University Estates.

SECTION II: The 2024 Appropriation Ordinance 0-130-23, is hereby amended by appropriating from the unappropriated balance the following sums:

Seven Hundred Thousand Dollars (\$700,000.00) to Street Fund, 220, T.C. 500;

Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) to Water Fund, 740.635; and

Six Hundred Twenty-Five Dollars (\$625,000.00) to Sewer Fund, 750.635, 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 Million Dollars (\$2,000,000.00) for said project as follows:

Seven Hundred Thousand Dollars (\$700,000.00) to Street Fund, 220, T.C. 500;

Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) to Water Fund, 740.635; and

Six Hundred Twenty-Five Dollars (\$625,000.00) to Sewer Fund, 750.635, T.C. 500, for said project.

SECTION IV: Furthermore, the Service-Safety Director shall not award a contract for said infrastructure construction until City Council has adopted an amended TIF agreement.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

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: The 2024 Appropriation Ordinance 130-23 is further amended by decreasing APR Income Tax Fund, 273, T.C. 300, by Ninety-Six Thousand Eight Hundred Eighty-Seven Dollars (\$96,887.00), and increasing T.C. 500, by the same amount, and increasing and decreasing the total appropriations by said amount.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-63-24

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 following sums:

Fifty Thousand Dollars (\$50,000.00) to DUI Court Fund, 237.106, T.C. 100, and

Five Thousand Dollars (\$5,000.00) to DUI Court Fund, 237.106, T.C. 200-300, to cover 50% of the payroll expenses for two employees currently being paid from the General Fund, and increasing the total appropriations by said amounts.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-64-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 810 EAST STATE STREET FOR OFF-STREET VEHICLE PARKING AND LIGHT POLES LOCATED IN THE CITY RIGHT-OF-WAY.

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

SECTION I: Having satisfactorily met the regulations established pursuant to Title 49, Management, Administration, and Control of the Use of the City's Public Rights-of-Way, a special right-of-way use permit is hereby granted at 810 East State Street, to Good Inc., owner, on behalf of applicant Don Wood Hyundai, LLC, for off-street vehicle parking and light poles located in the City right-of-way, as indicated on the application attached hereto and incorporated herein by reference.

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

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

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

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



TITLE 49 APPLICATION

Use of the City's Public Rights of Way

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

(For Office Use Only)

Permit # 74924-000003

Date Rec'd 5/16/2024

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

Applicant Don Wood Hyundai LLC Phone 740-593-6641
Mailing Address 900 E. State St., Athens, OH 45701
Email Address donwood@donwood.com
Address of Project/ Site 810 E. State St.
Parcel Number A028350006000, A028350006100, A028350006200 Zoning Designation B3
Property Owner Good, Inc. Phone 740-593-7889
Property Owner Mailing Address PO Box 150, Athens, OH 45701
Project Description Off-street vehicle parking, light poles, associated underground electrical wiring and conduit

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

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

Applicant Signature Donald J Wood Digitally signed by Donald J Wood Date: 2024.04.29 12:53:09 -04'00' Date _____

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

Property Owner Signature Good Inc By: Kimberly Kelly Date 4/29/24

For Official Use Only

1. Code Enforcement Admin: Signature _____ Date _____
☐ Supporting Documents Attached ☐ Fee Paid Amount \$ _____
2. Code Directors Review: ☐ Approved ☐ Refused ☐ Missing Documentation
Remarks _____
Signature _____ Date _____
3. City Engineer Review: ☐ Approved ☐ Refused ☐ Missing Documentation
Remarks _____
Signature _____ Date _____
4. Service Safety Director: ☐ Approved ☐ Refused ☐ Missing Documentation
Remarks _____
Signature _____ Date _____

Rev. 04/2023

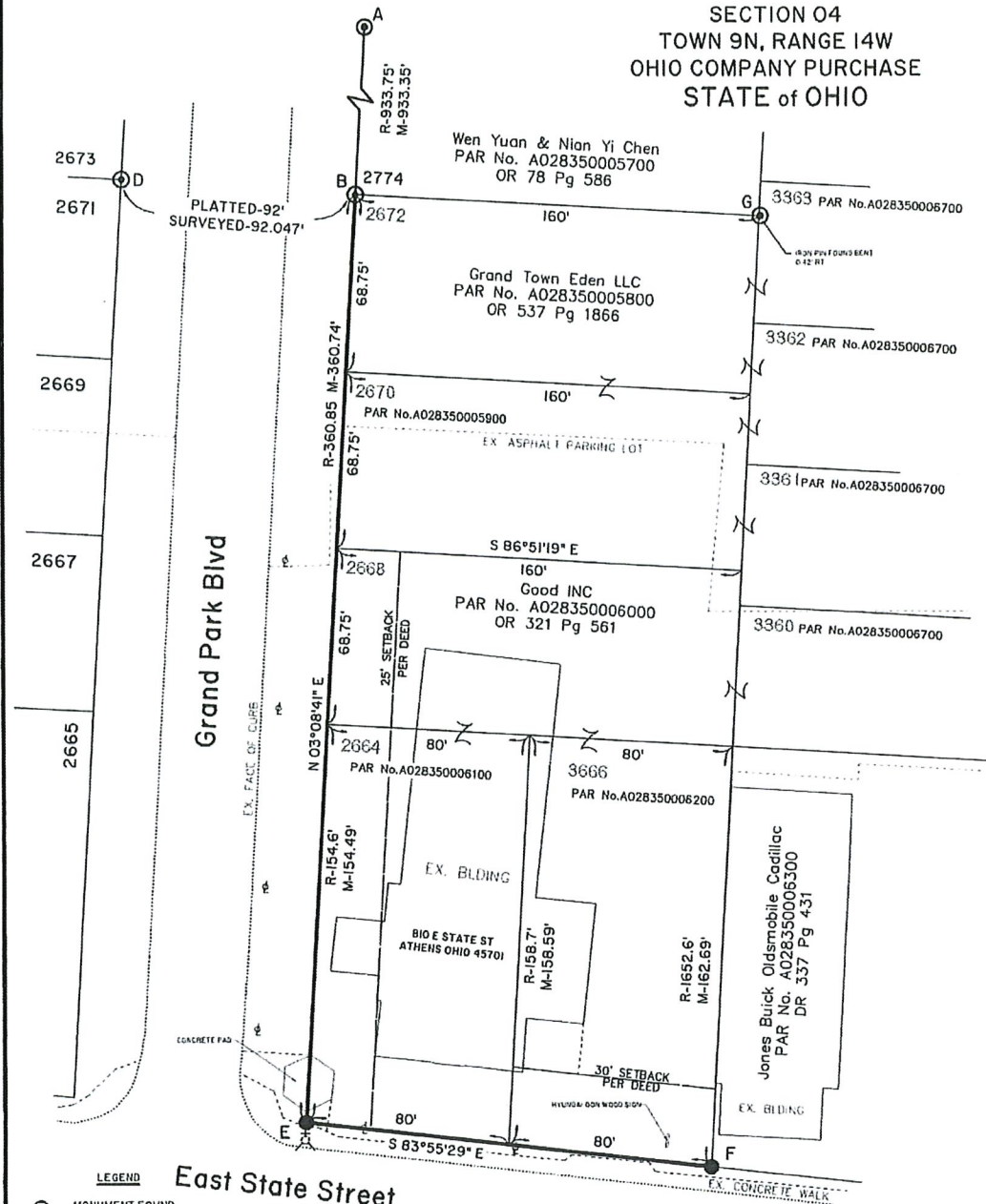
Applicant's Proposals for Special Use of Right of Way Permit

Applicant, Don Wood Hyundai, LLC, proposes the following terms for consideration in relation to its application under Section 49.03.01 of the Athens City Code:

1. Applicant will provide proof of insurance, showing the City of Athens as an additional insured, within 30 days of issuance of the permit.
2. Applicant will provide indemnification to the City of Athens. Accordingly, indemnification by the property owner, Good, Inc., should be unnecessary, and the permit should be granted without requiring an indemnification agreement from the property owner.

Applicant asserts that such terms are consistent with the goals and intent of Title 49 of the Athens City Code and are not detrimental to the interests of the City of Athens.

ATHENS COUNTY
ATHENS TOWNSHIP
SECTION 04
TOWN 9N, RANGE 14W
OHIO COMPANY PURCHASE
STATE of OHIO



LEGEND

- MONUMENT FOUND
- MONUMENT SET
- △ POINT
- ⊕ LIGHT POLE
- FACE OF CURB/EDGE PAV.
- EDGE OF PAVEMENT
- SURVEY LIMITS
- ⊙ FIRE HYDRANT
- STRUCTURE

PERTINENT DOCUMENTS AND SOURCES OF DATA USED:

DEED REFERENCES: (AS NOTES)
DR 304 PG 525 DR 231 PG 267 DR 218 PG 314 DR 337 PG 531 DR 228 PG 186 DR 205 PG 199
DR 225 PG 186 DR 221 PG 274 DR 176 PG 168 DR 304 PG 523 DR 403 PG 523
SPECIFIED COUNTY TAX PARCEL MAP:
CURRENT
SPECIFIED ROADWAY MAPS:
ATHENS CO. S.J. 156 SEC. ATHENS & "A" R/W PLANS
CITY OF ATHENS, OHIO EAST STATE STREET IMPROVEMENTS PHASE 2
ATHENS PLAZA TO COOK DRIVE 2002
STATE OF OHIO DEPT OF TRANSPORTATION ATH-STATE STREET ROW
SIDEWALK EASEMENT ON THE PROPERTY OF OHIO UNIVERSITY LRP 2015
CURRENT & PREVIOUS SURVEY & SUBDIVISION PLATS:
EDEN PLACE FIRST ADDITION BY G.D. WALKER IN 1958 ENVELOPE 347A
TOWNSEND ADDITION BY SCOTT R. WOLFE IN AUG 1923 ENVELOPE 273B & 316A

BASIS OF BEARING:
STATE PLANE COORDINATE SYSTEM
OHIO SOUTH ZONE, NAD 83 (2011)

ATTENTION:
THIS PLAT OF SURVEY REPRESENTS THE
MINIMUM STANDARDS FOR BOUNDARY
SURVEYS IN THE STATE OF OHIO AS
ADOPTED 05-01-80 OF THE
ADMINISTRATIVE CODE CHAPTER 4733-37.
LOCAL GOVERNING REQUIREMENTS IF
MORE STRINGENT, SHALL BE ADHERED TO.

0 25 50
1 INCH = 50 FEET
NOTE: DRAWING SCALE MAY BE
ADJUSTED DUE TO REPRODUCTION

DATE 04/02/24
DRWN. DAC ||CHK. RCC
JOB NO. 242316

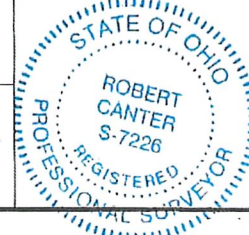
PLAT OF SURVEY FOR CITY OF ATHENS

SURVEY LOCATION:
BIO E STATE ST
ATHENS OHIO 45701

buckleygroup
engineering+surveying

6801 STATE ROUTE 56
ATHENS, OH 45701
(740) 589-5001
www.buckleygroup

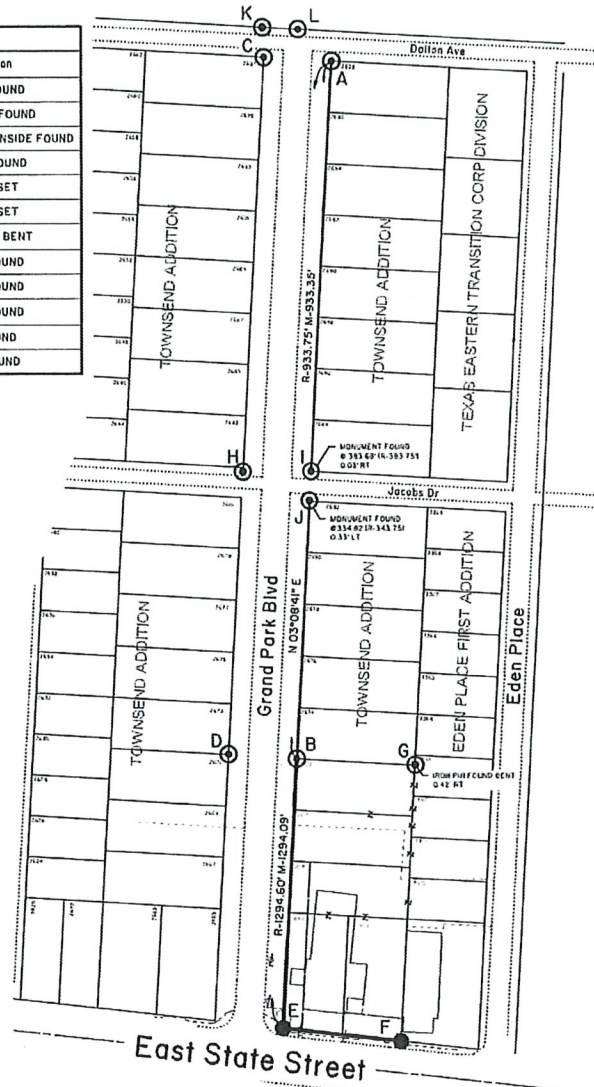
ROBERT C. CANTER
ROBERT C. CANTER
PROFESSIONAL SURVEYOR No. 7226
STATE OF OHIO
DATE: 04/15/24



ATHENS COUNTY
ATHENS TOWNSHIP
SECTION 04
TOWN 9N, RANGE 14W
OHIO COMPANY PURCHASE
STATE of OHIO



Point Table			
Point #	Northing	Easting	Row Description
A	488673.244	2089198.775	1" IRON PIPE FOUND
B	487741.300	2089147.571	1-1/2" IRON PIPE FOUND
C	488678.582	2089107.207	IRON PIPE W/MAGNAIL INSIDE FOUND
D	487747.315	2089055.720	2" IRON PIPE FOUND
E	487301.099	2089127.781	BRASS PLUG SET
F	487364.142	2089287.090	BRASS PLUG SET
G	487732.925	2089307.773	IRON PIN FOUND BENT
H	488123.746	2089076.627	MONUMENT FOUND
I	488124.397	2089168.645	MONUMENT FOUND
J	488085.614	2089166.163	MONUMENT FOUND
K	488719.803	2089105.342	IRON PIN FOUND
L	488716.167	2089153.264	IRON PIPE FOUND



- LEGEND**
- - MONUMENT FOUND
 - ⊙ - MONUMENT SET
 - △ - POINT
 - ⊕ - LIGHT POLE
 - FACE OF CURB EDGE
 - - - OF PAVEMENT
 - SURVEY LIMITS
 - STRUCTURE

0 180 360
1 INCH = 180 FEET
NOTE: DRAWING SCALE MAY BE ADJUSTED DUE TO REPRODUCTION

DATE 04/02/24
DRAWN DACT/CRCK, RCC
JOB NO. 242310

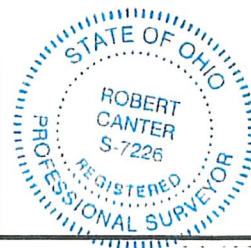
PLAT OF SURVEY FOR CITY OF ATHENS

SURVEY LOCATION:
610 E STATE ST
ATHENS OHIO 45701

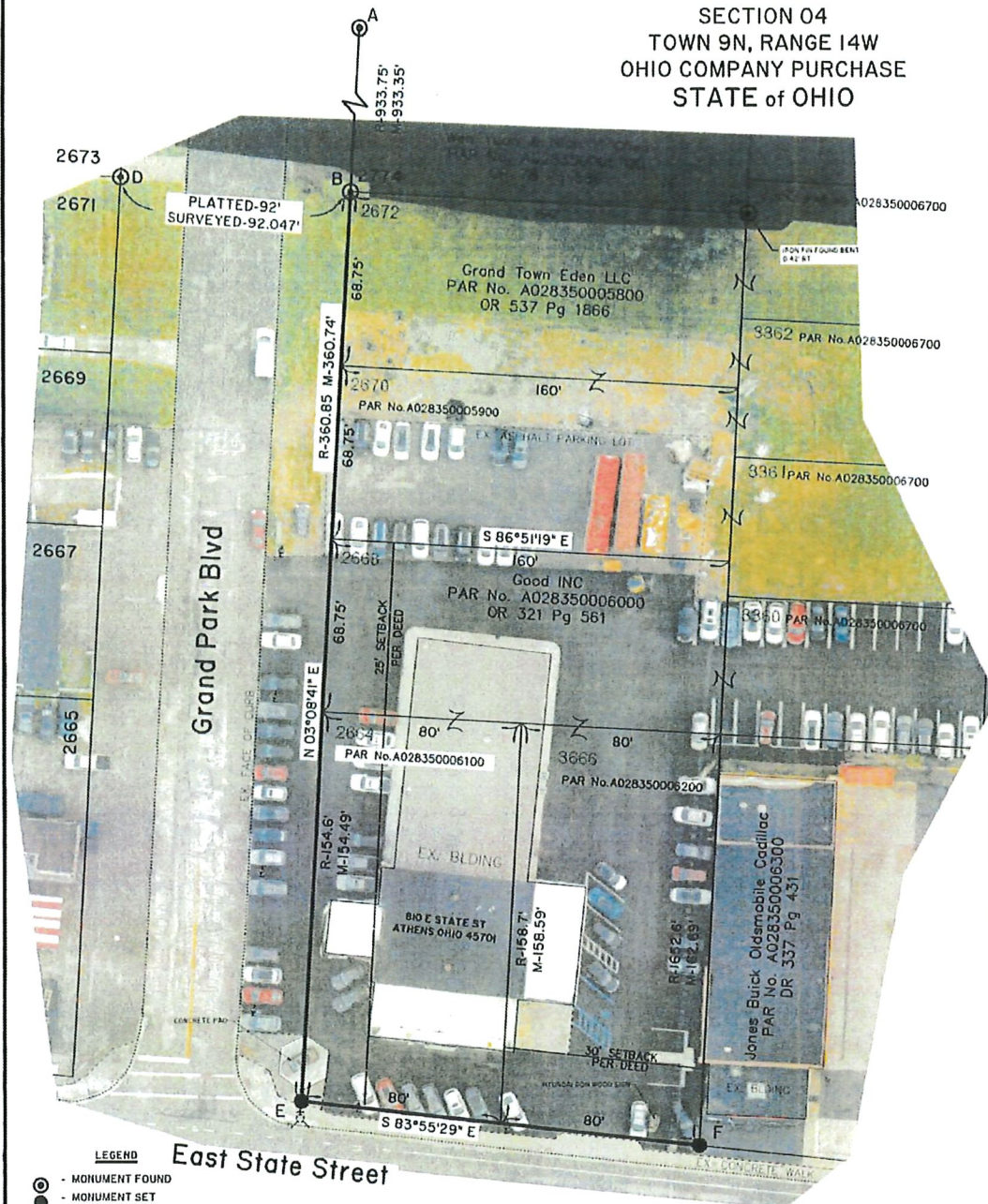
buckleygroup
engineering + surveying

6801 STATE ROUTE 56
ATHENS, OH 45701
(740) 589-5001
www.buckleygroup

ROBERT C. CANTER
PROFESSIONAL SURVEYOR No. 7226
STATE OF OHIO
DATE: 04/15/24



ATHENS COUNTY
ATHENS TOWNSHIP
SECTION 04
TOWN 9N, RANGE 14W
OHIO COMPANY PURCHASE
STATE of OHIO



BASIS OF BEARING:
STATE PLANE COORDINATE SYSTEM
OHIO SOUTH ZONE, NAD 83 (2011)

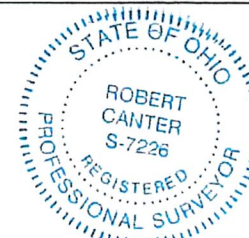
ATTENTION:
THIS PLAT OF SURVEY REPRESENTS THE
MINIMUM STANDARDS FOR BOUNDARY
SURVEYS IN THE STATE OF OHIO AS
ADOPTED 05-01-80 OF THE
ADMINISTRATIVE CODE CHAPTER 4733-37.
LOCAL GOVERNING REQUIREMENTS IF
MORE STRINGENT, SHALL BE ADHERED TO.

PHOTOGRAPHED ON 04-09-2024



PLAT OF SURVEY FOR CITY OF ATHENS

SURVEY LOCATION:
810 E STATE ST
ATHENS OHIO 45701



buckleygroup
engineering+surveying

6801 STATE ROUTE 56
ATHENS, OH 45701
(740) 589-5001
www.buckleygroup

ROBERT C. CANTER
PROFESSIONAL SURVEYOR No. 7226
STATE OF OHIO
DATE: 04/15/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2024

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

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

PRODUCER
Zurich - Account Service Center
7045 College Blvd.
Overland Park, KS 66211
Fax: 888-734-6776 Ph: 877-225-5276

CONTACT
NAME: Zurich - Account Service Center
PHONE
(A/C No. EXT): 877-225-5276 FAX
(A/C No): 888-734-6776
E-MAIL
ADDRESS: service.center@zurichna.com

INSURED MO21141819
DON WOOD AUTOMOTIVE INC.
900 E STATE ST
ATHENS, OH 45701

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: American Zurich Insurance Company	40142
INSURER C: American Guarantee and Liability Ins. Co.	26247
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	☒	☐	ADP0911944-02	03/01/2024	03/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐	☒	☐	ADP 0911944-02	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	☐	☐	AUC 0449279-02	03/01/2024	03/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$30,000,000 PRODUCTS-COMP/OP AGG \$30,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	☐				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE -EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers - Direct Coverage	☐	☐	ADP0911944-02	03/01/2024	03/01/2025	Total Limit \$920,000

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

Reason for Certificate: GENERAL LIABILITY

30 Day notice of cancellation applies, except for cancellation due to non payment of premium.

See Additional Remarks Schedule Attached

CERTIFICATE HOLDER

DON WOOD PROPERTY HOLDINGS LLC
900 E STATE ST
ATHENS, OH 45701

Attn:
Fax:

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark G. Kampfer

0-65-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 23, ZONING, CHAPTER 23.04, PERMITTED USES, FOR TOBACCO AND CANNABIS ESTABLISHMENTS.

WHEREAS, on May 15, 2024, the Athens City Planning Commission recommended approving Case #24-05, modifications to the City Zoning Code for tobacco and cannabis retail establishments; and

WHEREAS, on August 5, 2024, Athens City Council will hold a public hearing to discuss the Planning Commission's recommendation on said Case #24-05;

SECTION I: Athens City Code Title 23, Zoning, Chapter 23.04, Permitted Uses, Section 23.04.04(B), B-1 Neighborhood Business Zone, Conditionally permitted uses, is hereby amended to read as follows:

Chapter 23.04. - Permitted Uses.

23.04.04. - B-1 Neighborhood Business Zone.

(B) Conditionally permitted uses:

(1) Accessory uses and structures as permitted and regulated in the R-3 zone and any other accessory uses and structures customarily accessory and incidental to any of the foregoing permitted B-1 uses.

(2) Licensed cigarette, vapor product, or other tobacco product retail dealers. Establishments shall be at least five hundred (500) feet from a school, public library, public playground, public park, or any other licensed cigarette, vapor product, and other tobacco product retail dealer.

(32) Any other retail business or service establishment determined by the board to be of the same general character as the above permitted uses, not including those which first permitted or are not permitted in the B-2 zone.

SECTION II: Athens City Code Title 23, Zoning, Chapter 23.04, Permitted Uses, Section 23.04.05(A), B-2 Business District, is hereby amended to add the following:

23.04.05. - B-2 Business District.

(A) Principal permitted uses. Any convenience business or general business or services establishment, subject to the following general conditions:

(6) Licensed cigarette, vapor product, or other tobacco product retail dealers. Establishments shall be at least Five hundred (500) feet from a school, public library, public playground, public park, or any other licensed cigarette, vapor product, and other tobacco product retail dealer.

(7) Cannabis establishments. No more than two (2) establishments are allowed within the B-2 Business District and they shall be at least five hundred (500) feet from a school, public library, public playground, public park, or any other cannabis establishment.

SECTION III: Athens City Code Title 23, Zoning, Chapter 23.04, Permitted Uses, Section 23.04.06, B-2D Downtown Business Zone, is hereby amended to add (C) and (D) to read as follows:

23.04.06. - B-2D Downtown Business Zone.

Same as specified in B-2, except for schedule of bulk controls Table A.

(C) Licensed cigarette, vapor product, or other tobacco product retail dealers. Establishments shall be at least five hundred (500) feet from a school, public library, public playground, public park, or any other licensed cigarette, vapor product, and other tobacco product retail dealer.

(D) Cannabis Establishments. No more than five (5) establishments are allowed within the B-2d Downtown Business Zone and they shall be at least five hundred (500) feet from a school, public library, public playground, public park, or any other cannabis establishment.

SECTION IV: Athens City Code Title 23, Zoning, Chapter 23.04, Permitted Uses, Section 23.04.07(A), B-3 General Business Zone, is hereby amended to add the following:

23.04.07. - B-3 General Business Zone.

(A) Principal permitted uses: Any use permitted and as regulated in the B-2 and B-2D Zones, except as hereinafter modified in the following general conditions:

(14) Licensed cigarette, vapor product, or other tobacco product retail dealers. Establishments shall be at least Five hundred (500) feet from a school, public library, public playground, public park, or any other licensed Cigarette, vapor product, and other tobacco product retail dealer.

(15) Cannabis Establishments. No more than twelve (12) establishments are allowed within the B-3 General Business Zone and they shall be at least five hundred (500) feet from a school, public library, public playground, public park, or any other cannabis establishment.

(164) Other uses—Any other use which is determined by the BZA to be of the same general character as the above permitted uses, but not including any use which is first permitted in the M-Zone, or which is prohibited in the M-Zone.

SECTION V: Athens City Code Title 23, Zoning, Chapter 23.04, Permitted Uses, Section 23.04.08(A), Industrial Zone, is hereby amended to add the following:

23.04.08. – M-Industrial Zone.

(A) Principal permitted uses: Any use permitted and regulated in the B-3 Zone and any industrial use, except as hereinafter modified in the following general conditions:

(5) Licensed cigarette, vapor product, or other tobacco product retail dealers. Establishments shall be at least five hundred (500) feet from a school, public library, public playground, public park, or any other licensed cigarette, vapor product, and other tobacco product retail dealer.

(6) Cannabis establishments. No more than five (5) establishments are allowed within the M-Industrial Zone and they shall be at least five hundred (500) feet from a school, public library, public playground, public park, or any other cannabis establishment.

(75) Other uses—Any other use that is determined by the BZA to be of the same general character as the above permitted uses but not including any use that is conditionally permitted in the M Zone under Section 23.04.07(B) or prohibited under Section 23.04.07(C).

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

R-04-24

Introduced by All Members of Council

A RESOLUTION APPOINTING A NEW MEMBER TO THE BOARD OF TRUSTEES OF THE RIDGES NEW COMMUNITY AUTHORITY TO REPLACE A VACANCY IN THE OFFICE OF THE CITIZEN MEMBERS OF THE BOARD OF TRUSTEES; RE-APPOINTING A MEMBER TO THE BOARD OF TRUSTEES OF THE RIDGES NEW COMMUNITY AUTHORITY; AND DECLARING AN EMERGENCY.

WHEREAS, on June 15, 2023, this Council adopted Ordinance 0-77-23, which states that successor members of the Board of Trustees (the "Board") of the Ridges New Community Authority (the "Authority") are to be selected in the same manner as the initial Board members until such time as this Council adopts an alternative method of selection or election; and

WHEREAS, on June 15, 2023, this Council adopted Resolution No. R-07-23 by emergency measure, appointing Dominick Brook and Shawna Wolfe to initial one-year terms as Citizen Members of the Board that expire on June 14, 2024; and

WHEREAS, on October 27, 2023, Shawna Wolfe submitted a letter of resignation and resigned from her position as a Citizen Member of the Board, creating a vacancy in the office of the Citizen Members of the Board; and

WHEREAS, this Council desires to appoint Randy Gonzales to fill the vacancy in the office of the Citizen Members of the Board for an initial term which expires on June 14, 2026; and

WHEREAS, this Council desires to re-appoint Dominick Brook to a successive term as a Citizen Member of the Board which expires on June 14, 2026.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATHENS, STATE OF OHIO:

SECTION I: In accordance with the method of selection prescribed in Ordinance 0-77-23 and pursuant to R.C. 349.04, this Council hereby appoints Randy Gonzales to fill the vacancy in the office of the Citizen Member of the Board for an initial term which expires on June 14, 2026.

SECTION II: In accordance with the method of selection prescribed in Ordinance 0-77-23 and pursuant to R.C. 349.04, this Council hereby re-appoints Dominick Brook to a successive term as a Citizen Member of the Board, which expires on June 14, 2026.

SECTION III: This Council and any other officials of the City are authorized and

directed to take such actions and make such arrangements that are consistent with the purpose of this Resolution and necessary and proper for the appointment and re-appointment of members to the Board.

SECTION IV: This Council hereby finds and determines that all formal actions taken relative to the passage of this Resolution were taken in an open meeting of the Council, and all deliberations thereby of the Council, and any of its committees, that resulted in such formal action were in meetings open to the public, and all in compliance with legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION V: This Resolution 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 allow the Board to meet the quorum requirements for Board meetings contained in Revised Code Chapter 349; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, then it shall be in full force and effect immediately upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

Natalie Johnson
njohnson4363@gmail.com
330-587-8975

Work Experience

ACLU of Ohio, August 2022 - present

Associate Organizer

- Built a base of robust volunteers activated around the *Right to Reproductive Freedom* citizen-led ballot initiative. Through this mobilization over 4,000 signatures were collected across several counties, exceeding legal requirements in two.
- Collaborated with members of the policy department along with a third party contracted group in order to host 12 focus group conversations within 11 counties to gain a deeper understanding of the voting habits in trends among constituents in key areas, along with identifying issues to build an organizing program around.
- Effectively communicated across ACLU of Ohio departments in order to harness an integrated advocacy approach to grassroots initiatives.
- Presented changes to the Ohio Revised Code, newly introduced legislation, and policy action alerts to community members in a digestible format. This was done through CAN email, group conversations, and public speaking events.
- Submitted written testimony to the Senate Government Oversight Committee, along with training others on how to do the same using their lived experience as expertise.

Rural Action, May 2022 - August 2022

AmeriCorps Service-member

- Served with the Sustainable Agriculture team to increase the capacity of low-income communities through the support of local food production and the promotion of healthy food access in Appalachian Ohio. This was achieved by supporting local food hubs, creating and distributing marketing tools for local producers, and supporting aggregation and distribution.

Education

Marietta College, December 2022

B.A. in *Political Science* with secondary focus in *Economics* and *Leadership Studies*

Green High School, May 2019

Skills

- NGP VAN / EveryAction
- STATA
- Microsoft Office Suite

Community Engagement

- Athens Food Not Bombs
- Athenians for Bodily Autonomy