



AGENDA
ATHENS CITY COUNCIL
MONDAY, JUNE 24, 2024 AT 7:00 PM

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

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

1. Committee of the Whole

- Solid Waste District (presentation)
- SOPEC (Community Solar Program Funds)
- Economic Development Revolving Loan Fund (Administration Agreement)

2. Planning and Development

- TIF (amendment)
- Title 49 Special Use of the Right-of-Way (19 West Washington Street)
- Title 49 Special Use of the Right-of-Way (85 Elmwood Place)
- Affordable Housing (amendment)

3. Transportation

- City Bus (disposal)

4. SPECIAL SESSION OF COUNCIL

5. Establish Quorum

6. Ordinance for Third Reading:

0-61-24

AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23.

Introduced by Council Member Risner

7. Ordinances for Second 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

8. Ordinances for First Reading:

0-66-24

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PARTICIPATION AGREEMENT IN THE NEW NATIONAL OPIOID SETTLEMENT REACHED BY THE STATE OF OHIO WITH THE KROGER COMPANY, AND ACKNOWLEDGING THAT ALLOCATION AND DISTRIBUTION OF POTENTIAL SETTLEMENT FUNDS WILL BE PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AVAILABLE AT [HTTPS://NATIONALOPIOIDSETTLEMENT.COM](https://nationalopioidsettlement.com) TO ACCEPT THE TERMS OF THE ONEOHIO SETTLEMENT; AND DECLARING AN EMERGENCY.

Introduced by All Council Members

0-67-24

AN ORDINANCE AMENDING ORDINANCE 108-17, THE ATHENS CITY AFFORDABLE HOUSING COMMISSION.

Introduced by Council Member Spjeldnes

0-68-24

AN ORDINANCE AUTHORIZING DISPOSAL OF A VEHICLE NO LONGER NEEDED FOR A

MUNICIPAL PURPOSE.

Introduced by Council Member Spjeldnes

0-69-24

AN ORDINANCE AMENDING ORDINANCE NO. 0-103-20, AS AMENDED BY ORDINANCE NO. 0-42-21, WITH RESPECT TO THE CREATION OF THE UNIVERSITY ESTATES INCENTIVE DISTRICT WITHIN THE CITY OF ATHENS; AUTHORIZING THE EXECUTION OF A FIRST AMENDED AND RESTATED TAX INCREMENT FINANCING AGREEMENT WITH THE PROPERTY OWNER IN SUCH INCENTIVE DISTRICT; AUTHORIZING THE EXECUTION OF A FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS AND CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES, MINIMUM SERVICE PAYMENT OBLIGATIONS, AND OTHER MATTERS.

Introduced by Council Member Swank

0-70-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE OHIO DEVELOPMENT SERVICES AGENCY.

Introduced by Council Member Risner

0-71-24

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 19 WEST WASHINGTON STREET TO ADD AN AWNING THAT WILL BE LOCATED IN THE CITY RIGHT-OF-WAY OVER THE STOREFRONT WINDOWS.

Introduced by Council Member Swank

0-72-24

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 85 ELMWOOD PLACE, TO REPLACE/REPAIR AN EXISTING FENCE AND POOL HOUSE LOCATED IN THE CITY RIGHT-OF-WAY ON SHANNON AVENUE.

Introduced by Council Member Swank

0-73-24

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL (SOPEC) COMMUNITY GRANT FUNDS FOR SOLAR PROJECT.

Introduced by Council Member Risner

0-74-24

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT CARBON FEE EXPENDITURE FOR CITY OF ATHENS ARMORY SOLAR PROJECT.

Introduced by Council Member Risner

0-75-24

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT CITY OF ATHENS PUBLIC PRICING PROGRAM CARBON FEE EXPENDITURE FOR CITY OF

ATHENS SOLAR PROJECT.

Introduced by Council Member Risner

0-76-24

AN ORDINANCE AUTHORIZING AN INTERFUND TRANSFER; AND DIRECTING SAID FUNDS TO THE ATHENS COMMUNITY IMPROVEMENT CORPORATION.

Introduced by Council Member Risner

9. 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.

0-61-24

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

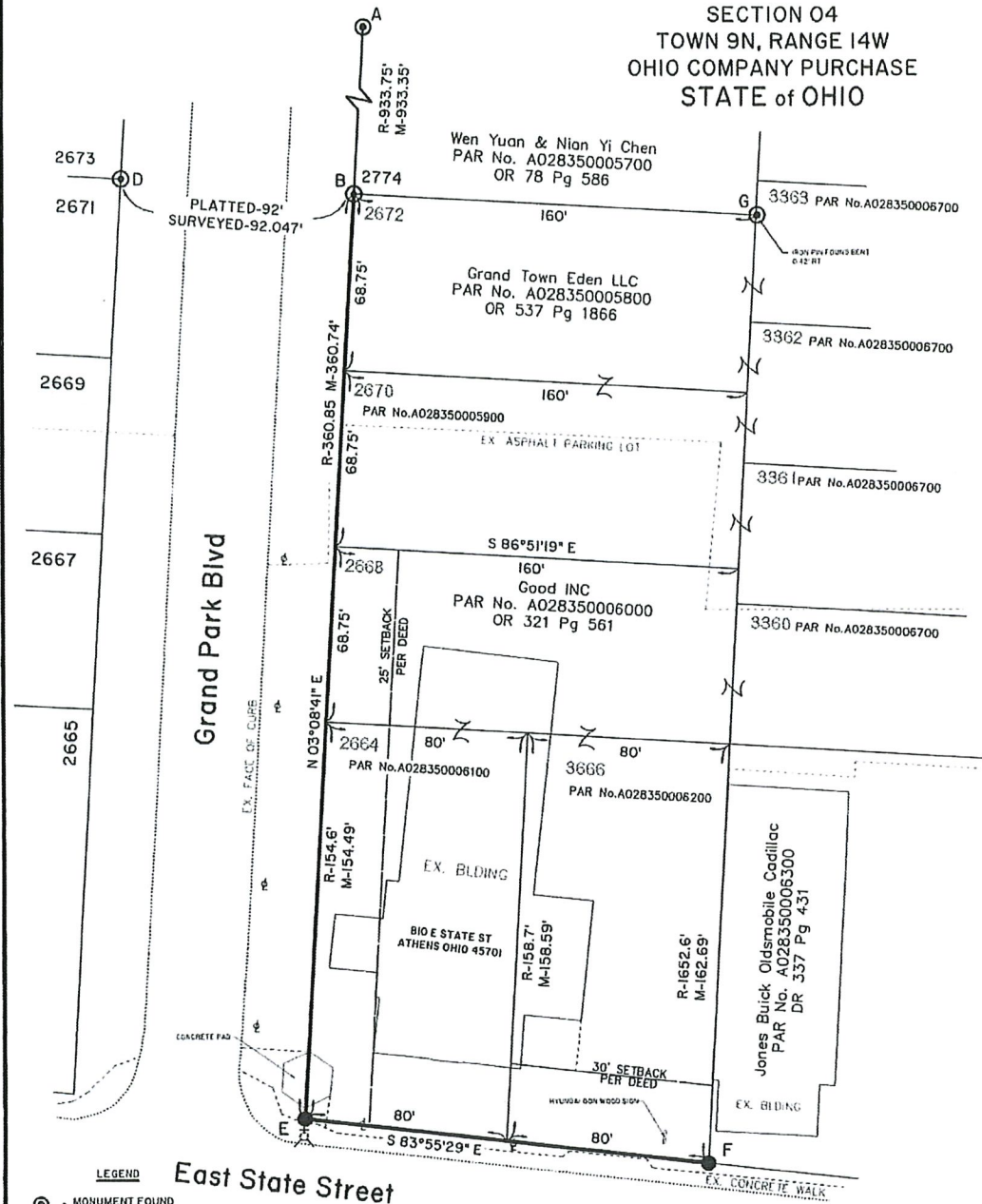
Applicant's Proposals for Special Use of Right of Way Permit

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 1959 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

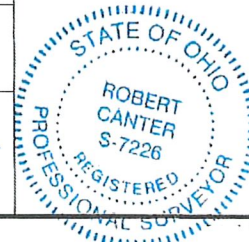
PLAT OF SURVEY FOR CITY OF ATHENS

SURVEY LOCATION:
BIO E STATE ST
ATHENS OHIO 45701

buckleygroup
engineering+surveying

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

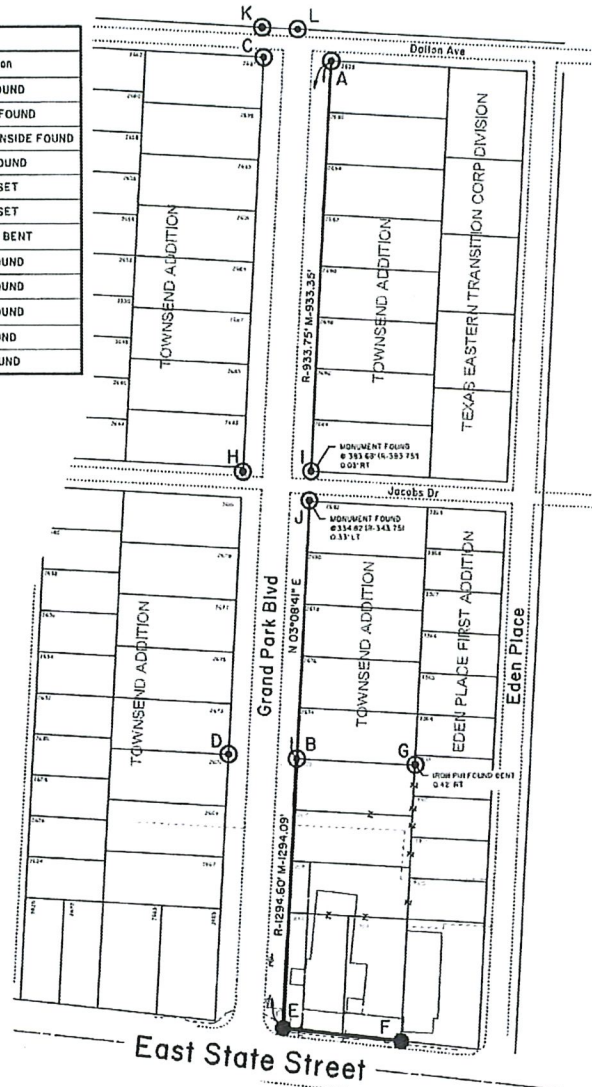
ROBERT C. CANTER
ROBERT C. CANTER
PROFESSIONAL SURVEYOR No. 7226
STATE OF OHIO
DATE: 04/15/24



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

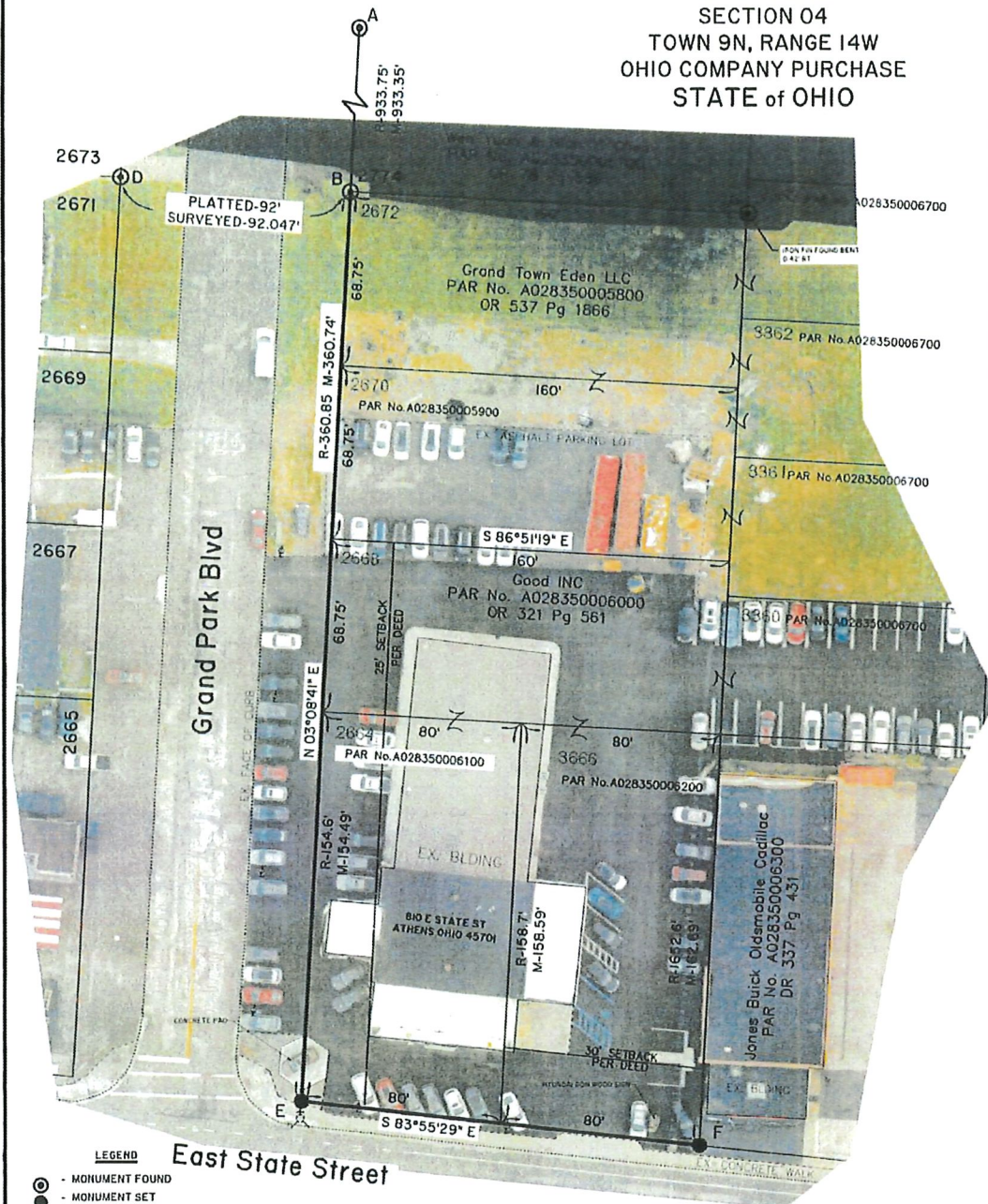
buckleygroup
engineering + surveying

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



- LEGEND**
- MONUMENT FOUND
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 - △ POINT
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 - FACE OF CURB/EDGE PAV.
 - EDGE OF PAVEMENT
 - SURVEY LIMITS
 - ⊕ FIRE HYDRANT
 - STRUCTURE

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

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

DATE 04/02/24
DRWN. DAC | CKD, RCC
JOB NO. 24231B

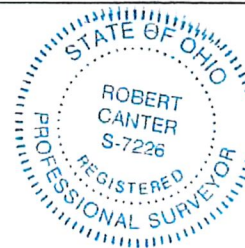
PLAT OF SURVEY FOR CITY OF ATHENS

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

0-66-24

Introduced by All Council Members

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PARTICIPATION AGREEMENT IN THE NEW NATIONAL OPIOID SETTLEMENT REACHED BY THE STATE OF OHIO WITH THE KROGER COMPANY, AND ACKNOWLEDGING THAT ALLOCATION AND DISTRIBUTION OF POTENTIAL SETTLEMENT FUNDS WILL BE PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AVAILABLE AT [HTTPS://NATIONALOPIOIDSETTLEMENT.COM](https://nationalopioidsettlement.com) TO ACCEPT THE TERMS OF THE ONEOHIO SETTLEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Athens, Ohio (herein “Municipality”) is a municipal entity formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the City of Athens has adopted, and hereby reaffirms its adoption of the OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Companies; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by the Kroger Company to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the proposed Settlement Agreements; and

WHEREAS, Council wishes to agree to the material terms of the proposed New National Opioids Settlement Agreement:

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

Section I: Athens City Council does hereby authorize the Mayor to execute a Participation Agreement in the New National Opioid Settlement reached by the State of Ohio with the Kroger Company, and acknowledging allocation and distribution of potential settlement funds pursuant to the terms of the OneOhio Memorandum of Understanding.

Section II: It is found and determined that all formal actions of the Council relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section III: This Ordinance shall be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of the City of Athens, Ohio, in order to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-67-24

Introduced by Solveig Spjeldnes, Member
Planning & Development Committee

AN ORDINANCE AMENDING ORDINANCE 108-17, THE ATHENS CITY
AFFORDABLE HOUSING COMMISSION.

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

SECTION I: Section I of Ordinance 108-17, hereby amends Sections 3.07.76 (B) and 3.07.76 (C), Establishment of the Athens City Affordable Housing Commission, is hereby amended to read as follows:

3.07.76. Establishment of the Affordable Housing Commission.

(B) Initial appointments of the seven representatives shall be as follows: two of the appointed members shall serve terms of one year; two of the appointed members shall serve terms of two years; and three of the appointed members shall serve terms of three years. After the initial appointments establishing the affordable housing commission, all members shall be appointed to three-year terms ~~commencing on May 4~~ as needed. Members may be considered for reappointment and may serve consecutive three-year terms. Vacancies on the affordable housing commission occurring otherwise than by the expiration of terms, shall be filled for the unexpired term and appointed in the same manner as the original appointments. All members shall serve without compensation.

(C) All meetings are open to the public in accordance with applicable state and federal laws and regulations.

A quorum for the Affordable Housing Commission shall consist of ~~a simple majority of the~~ six members (6) members, ~~with a~~ majority vote of the full voting membership is necessary to take any official action. ~~Voting may be done by being present at the meeting, by real time conferencing, or by proxy vote.~~

The commission shall elect its own chairperson from among its members, shall maintain a record of its proceedings, and shall adopt such rules and regulations of self-government as may be necessary to carry out the purposes and provisions of this section.

A member who misses three (3) consecutive meetings, without an excused absence, shall automatically cease to be a member and his/her seat shall become vacant.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-68-24

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING DISPOSAL OF A VEHICLE NO LONGER NEEDED
FOR A MUNICIPAL PURPOSE.

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

SECTION I: Athens City Council hereby declares the following no longer
needed for a municipal purpose:

<u>VEHICLES</u>	<u>SERIAL/VIN #</u>	<u>FIXED ASSET#</u>
2017 City Bus #1701	1FDFE4FS2HDC73937	801049

SECTION II: The above-listed vehicle has reached its useful life
(240,869 miles) and will be sold for scrap and is hereby authorized for disposal.

SECTION III: 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

0-69-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AMENDING ORDINANCE NO. 0-103-20, AS AMENDED BY ORDINANCE NO. 0-42-21, WITH RESPECT TO THE CREATION OF THE UNIVERSITY ESTATES INCENTIVE DISTRICT WITHIN THE CITY OF ATHENS; AUTHORIZING THE EXECUTION OF A FIRST AMENDED AND RESTATED TAX INCREMENT FINANCING AGREEMENT WITH THE PROPERTY OWNER IN SUCH INCENTIVE DISTRICT; AUTHORIZING THE EXECUTION OF A FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS AND CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES, MINIMUM SERVICE PAYMENT OBLIGATIONS, AND OTHER MATTERS.

WHEREAS, Howard and Lawson, LTD (the “Developer”) has proposed to develop several parcels of real property specifically identified and depicted on EXHIBIT A attached hereto (with each such parcel referred to herein individually as a “Parcel” and collectively as the “Project Site”) within the corporate boundaries of the City of Athens, Ohio (the “City”) by constructing Woods Edge, an affordable housing development to be known as the “University Estates Development” as identified and described in greater detail on EXHIBIT B attached hereto (the “Development”); and

WHEREAS, pursuant to Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Statute”), this City Council of the City (the “City Council”) passed Ordinance No. 0-103-20 on October 19, 2020 (the “Original TIF Ordinance”), as amended by Ordinance No. 0-42-21 on May 3, 2021 (the “First TIF Ordinance Amendment”), as further amended by this Ordinance (the “Second TIF Ordinance Amendment” and, together with the Original TIF Ordinance and the First TIF Ordinance Amendment, the “TIF Ordinance”), otherwise creating the “University Estates Incentive District” within the City and authorizing a seventy-five percent (75%) exemption from real property taxation with respect to the increase assessed value of the Parcels occurring as a result of the Development for a period of ten (10) years (the “TIF Exemption”), all as further defined by the TIF Ordinance; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.42, the TIF Ordinance requires the present and future owners of the Project Site, including, but not limited to, the Developer (the “Owners”) to make service payments in lieu of taxes (the “Service Payments”) to the Athens County Treasurer for the duration of the TIF Exemption; and

WHEREAS, in accordance with Ohio Revised Code Section 5709.83, the City delivered notice to the Boards of Education of both the Athens City School District and Tri-County Joint Vocational School District, stating the City’s intent to adopt the Original TIF Ordinance and the City delivered such notice not less than fourteen (14) days prior to the adoption of the Original TIF Ordinance; and

WHEREAS, the City entered into a Tax Increment Financing Agreement with the Developer on October 27, 2020 (the “Original TIF Agreement”), as amended on May 3, 2021 pursuant to the First TIF Ordinance Amendment (the “Amended TIF Agreement”), and as further amended by this Ordinance (the “First Amended and Restated TIF Agreement” and, together with the Original TIF Agreement and the Amended TIF Agreement, the “TIF Agreement”), otherwise requiring the City to reimburse the Developer for the “Costs of Public Infrastructure Improvements” (as defined by the TIF Agreement) incurred by the Developer to construct various Public Infrastructure Improvements (as defined by the TIF Ordinance); and

WHEREAS, pursuant to the requirements of the TIF Ordinance, the Developer entered into a *Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes and Other Matters* with respect to Service Payments on the Project Site on October 27, 2020; and

WHEREAS, as a result of changing market conditions, the Developer informed the City that the Developer would no longer be in a financial position to incur the Costs of Public Infrastructure Improvements pursuant to the TIF Agreement; and

WHEREAS, the City has determined that it is willing to provide for the construction of the Public Infrastructure Improvements by incurring the Costs of Public Infrastructure Improvements in order to encourage the Development, provided, that the TIF Agreement is amended to reimburse the City for its incurred Costs of Public Infrastructure Improvements from Service Payments and Minimum Service Payments (as defined by the TIF Agreement, and which such First Amended and Restated TIF Agreement in substantially the form of EXHIBIT C is attached hereto and incorporated herein) and the Developer enter into a *First Amended and Restated Declaration of Covenants and Conditions Relative to Service Payments In Lieu of Taxes, Minimum Service Payment Obligations, and Other Matters* (the “Amended Service Payment Declaration” in substantially the form of EXHIBIT D attached hereto) to provide for the allocation of a portion of such Service Payments and Minimum Service Payments to its Costs of Public Infrastructure Improvements; and

WHEREAS, pursuant to the First Amended and Restated TIF Agreement, the Developer as Owner of the Project Site shall execute in favor of, and in form and substance acceptable to the City, an option to purchase the Parcels comprising the Project Site (the “Option”) to further ensure completion of the Developer in order to generate Service Payments and Minimum Service Payments sufficient to pay Costs of Public Infrastructure Improvements; and

WHEREAS, this City Council is desirous that the Development proceed in order to encourage the fulfillment of the “Affordable Housing Commission Goals” associated with the Development in the City and now desires to amend the TIF Ordinance and authorize the City to enter into the First Amended and Restated TIF Agreement and the Amended Service Payment Declaration pursuant to the terms of this Ordinance.

Now, therefore, be it ordained by the City Council of the City of Athens, Ohio, that:

SECTION I: Except where specifically amended by this Ordinance, the terms of the Original TIF Ordinance, the First TIF Ordinance Amendment, and the TIF Exemption authorized therein, shall continue in full force and effect. For the avoidance of doubt, the recitals to this Ordinance shall supersede the recitals of the Original TIF Ordinance and the First TIF Ordinance Amendment, where

the application of the recitals to this Ordinance conflict. This City Council hereby amends the Original TIF Ordinance, as amended by the First TIF Ordinance Amendment, as follows:

SECTION I to the TIF Ordinance, as amended by the First TIF Ordinance Amendment, is further AMENDED and REPLACED as follows:

Pursuant to Ohio Revised Code Section 5709.40(C), this Council hereby creates the “University Estates Incentive District” No. 1, No. 2, No. 3, and No. 4, each of which consist of the parcels of real property specifically identified and depicted in Exhibit A, attached hereto (with each of those parcels referred to herein individually as a “Parcel” and collectively as the “Project Site”). The boundaries of the University Estates Incentive District No. 1, No. 2, No. 3, and No. 4 will be coextensive with the boundaries of the Project Site, as indicated by Exhibit A attached hereto and incorporated herein.

SECTION II to the TIF Ordinance, as amended by the First TIF Ordinance Amendment, is further AMENDED and REPLACED as follows:

Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40(C), this Council declares that seventy-five percent (75%) of the increase in assessed value of each Parcel (the “TIF Exemption”), subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the “Improvement” as defined in Ohio Revised Code Section 5709.40(A), is a public purpose and exempt from taxation for a period coextensive with the University Estates Incentive District No. 1, No. 2, No. 3, and No. 4, which commences, for each individual incentive district, with the first tax year that begins after the effective date of this Ordinance and in which an Improvement attributable to a new structure located on any Parcel within an University Estates Incentive District would first appear on the tax list and duplicate of real and public utility property (the “Commencement Date”) were it not for the exemption granted in this Ordinance, and ends on the earlier of (a) ten (10) years after the Commencement Date or (b) the date on which the City can no longer require service payments in lieu of taxes, either by law, or because the costs of all Public Infrastructure Improvement are paid for, all in accordance with the requirements of the TIF Statutes. Upon the expiration of all the tax exemptions granted with respect to a particular University Estates Incentive District, the respective University Estates Incentive District shall be dissolved.

SECTION IV to the TIF Ordinance, as amended by the First TIF Ordinance Amendment, is further AMENDED and REPLACED as follows:

This City Council hereby authorizes and directs the City Auditor to establish, pursuant to Ohio Revised Code Section 5709.43 a municipal public improvement tax increment equivalent fund, together with such other accounts and sub-accounts as the City Auditor deems appropriate

from time to time, to be known as the “University Estates Tax Increment Fund” (the “TIF Fund”). The City shall deposit the Service Payments collected and distributed to the City by the County Treasurer into the TIF Fund and allocate the money in such fund as specified in the First Amended and Restated TIF Agreement. Money in the TIF Fund shall be used to finance the Public Infrastructure Improvements, and is hereby pledged, in part, to the repayment of the City’s costs of the Public Infrastructure Improvements, all as provided in the First Amended and Restated TIF Agreement, and any subsequent amendments thereto. The TIF Fund will exist so long as such Service Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining will be transferred to the City’s general fund and applied as provided by then-current law.

SECTION VI to the TIF Ordinance, as amended by the First TIF Ordinance Amendment, is further AMENDED and REPLACED as follows:

The public infrastructure improvements, as more particularly described on EXHIBIT B attached hereto (the “Public Infrastructure Improvements”), shall be acquired, constructed and improved in accordance with the First Amendment and Restated TIF Agreement. The cost of such Public Infrastructure Improvements will be paid from the Service Payments and “minimum service payment obligations” made by the Owners, including any future owners of all or a portion of the Project Site, as set forth herein. The City hereby determines that the Public Infrastructure Improvements will benefit or serve the University Estates Incentive District.

EXHIBIT A to the TIF Ordinance, as amended by the First TIF Ordinance Amendment, is further AMENDED and REPLACED with EXHIBIT A attached to this Ordinance and incorporated herein.

SECTION II: The Service-Safety Director of the City (the “Service-Safety Director”) is hereby authorized to execute on behalf of the City, together with such revisions or additions as approved by the Service-Safety Director as are consistent with the objectives and requirements of this Ordinance and not otherwise materially adverse to the City, which approval and determinations shall be conclusively evidenced by the signing of the following agreements:

- (i) the First Amended and Restated TIF Agreement substantially in the form attached hereto as EXHIBIT C, which First Amended and Restated TIF Agreement includes provisions regarding the construction of the Development and the Public Infrastructure Improvements (as defined by the TIF Ordinance) providing for, among other things, the payment of Service Payments and the use of the TIF Funds (as defined in the TIF Ordinance); and
- (ii) the Amended Service Payment Declaration substantially in the form attached hereto as EXHIBIT D, which Amended Service Payment Declaration includes

provisions regarding the payment of minimum service payments obligations (as defined by the Amended Service Payment Declaration).

The Service-Safety Director and other appropriate City officials are further authorized to provide such information and to execute, certify or furnish such other documents, and to do all other things as are necessary for and incidental to carrying out the provisions of the First Amendment to TIF Agreement and the Amended Service Payment Declaration.

SECTION III: The Clerk of City Council is hereby directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy hereof to the Director of the Ohio Department of Development (together with any successor, the "ODOD") and the Service-Safety Director is hereby directed to deliver to the Director of ODOD, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the Development herein described.

SECTION IV: The Service-Safety Director is hereby authorized to take all actions, including but not limited to the execution of all documents, certificates, agreements, and amendments thereto, necessary to establish the TIF Exemption and implement and administer the TIF Fund (as defined by the TIF Ordinance), that are not substantially inconsistent with this Ordinance.

SECTION V: It is hereby found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this City Council, and that all deliberations of this City Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Ohio Revised Code Section 121.22.

SECTION VI: This Ordinance shall be effective from and after the earliest time provided by law.

President of City Council

ATTEST:

APPROVED:

Clerk of City Council

Mayor

CERTIFICATE

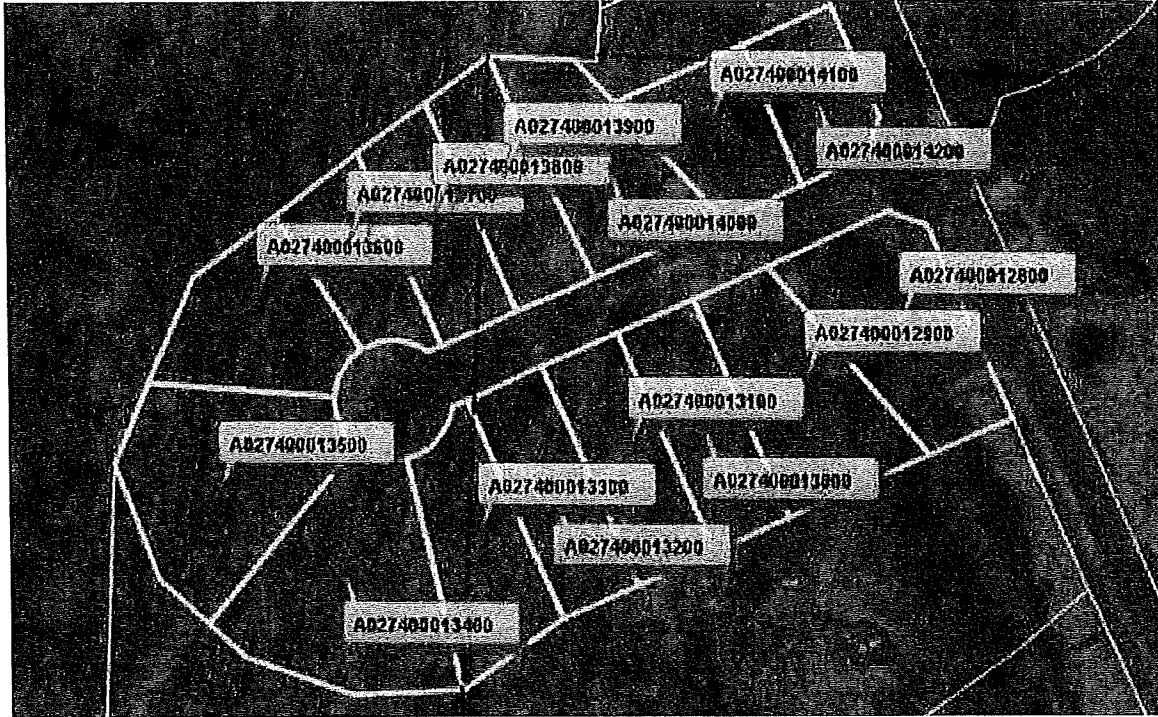
The undersigned Clerk of City Council hereby certifies that the foregoing is a true copy of Ordinance No. []-24 duly adopted by the City City Council of the City of Athens, Ohio on [] [], 2024 and that the Ordinance was published in accordance with the Ohio Revised Code.

Clerk of City Council
City of Athens, Ohio

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

The Project Site includes the following Parcels identified in the records of the Athens County Auditor, as of calendar year 2024, including as such Parcels may be divided, combined, re-combined, re-numbered, or otherwise altered from time to time. For the avoidance of doubt, the Parcels included within each, individual University Estates Incentive District are listed below.



Parcel Numbers

Incentive District No.	Included Parcels
University Estates Incentive District No. 1	A027400014100 A027400014200 A027400012900 A027400012800
University Estates Incentive District No. 2	A027400013700 A027400013800 A027400013900 A027400014000
University Estates Incentive District No. 3	A027400013600 A027400013500 A027400013400
University Estates Incentive District No. 4	A027400013300 A027400013200 A027400013100 A027400013000

EXHIBIT B

DESCRIPTION OF DEVELOPMENT

[See Attached]

Woods Edge

A Premier University Estates Community



Townhomes

1780 sq. ft., two bedroom, 2.5 baths

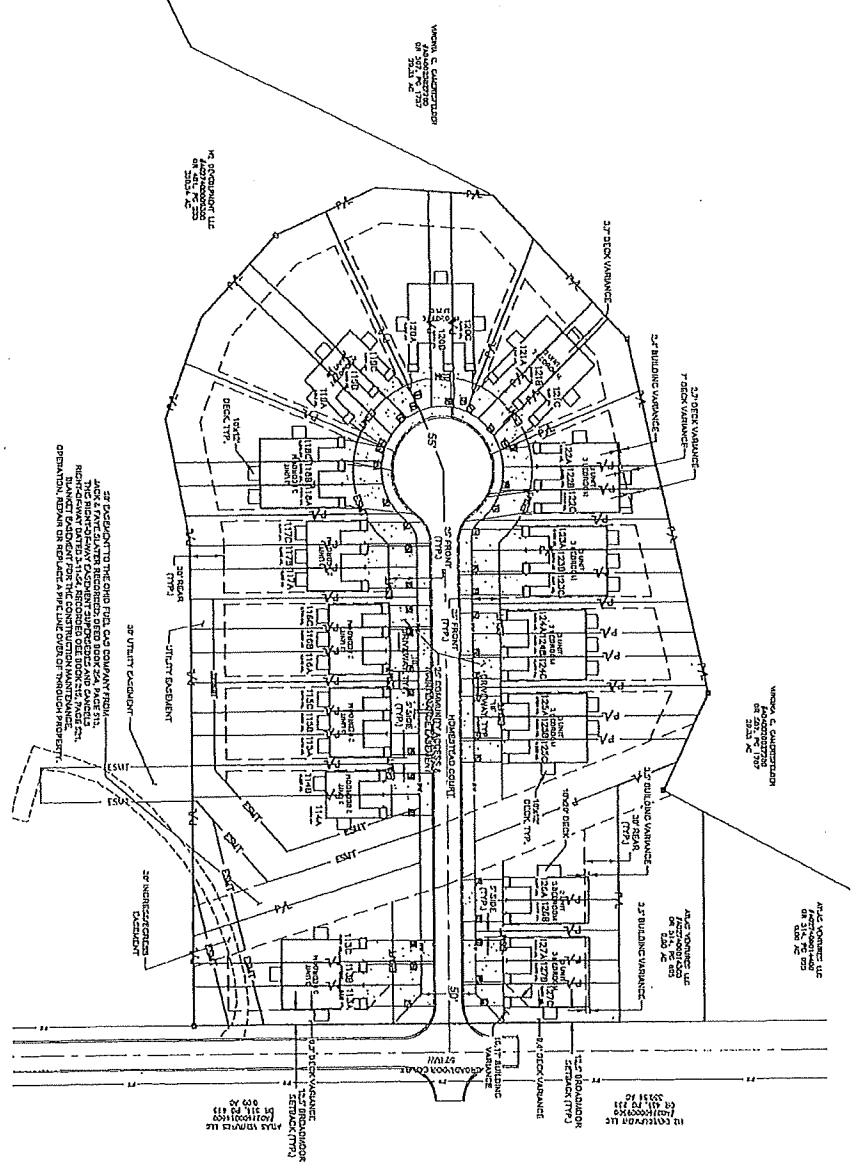
Or

2160 sq. ft., three bedroom, 3 baths

Single car garage

NOTE: LOT LINES ALONG PARTY WALLS ARE APPROXIMATE AND SHALL BE ESTABLISHED AND RECORDED UPON CONSTRUCTION.

Lot #	Lot Area (sq. ft.)	Front Setback (ft.)	Side Yard Setback (ft.)	Lot Coverage (%)	Max. Area (sq. ft.)	Min. Lot Area (sq. ft.)
1247	10,000	10	5	100	10,000	10,000
1248	10,000	10	5	100	10,000	10,000
1249	10,000	10	5	100	10,000	10,000
1250	10,000	10	5	100	10,000	10,000
1251	10,000	10	5	100	10,000	10,000
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1298	10,000	10	5	100	10,000	10,000
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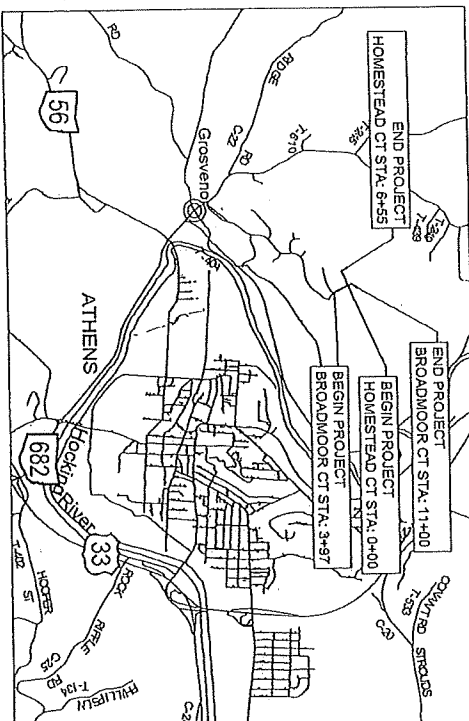


OWNER
HOWARD & LAWSON LTD
39403 STATE ROUTE 689
ALBANY, OH 45710
CONTACT: PATRICK LAWSON
PHONE: 740-591-8547

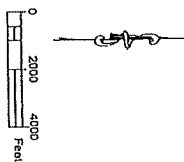
CITY OF ATHENS
ENGINEERING & PUBLIC WORKS
30 CURRAN DR.
ATHENS, OHIO, 45701
PHONE: (740) 593-7636
CONTACT: SALEH ELDEBAY, P.E.

CITY OFFICIALS
STEVE PATTERSON.....MAYOR
ANDREW B. STONE, P.E.....SERVICE-SAFETY DIRECTOR
LISA ELIASON.....LAW DIRECTOR
KATHY HECHT.....AUDITOR
JOSH THOMAS.....TREASURER

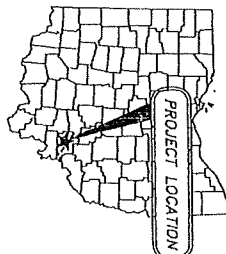
BUCKLEY GROUP, LLC
6801 STATE ROUTE 56
ATHENS, OH 45701
PHONE: (740) 589-5001
FAX: (740) 592-5817
CONTACT: CLINTON KUENZLI, P.E.



SHEET NO.	SHEET INDEX DESCRIPTION
C-1	TITLE SHEET
C-2	TYPICAL SECTION
C-4 TO C-7	GENERAL NOTES
C-8	SITE OVERVIEW
C-9	GRADING PLAN
C-10	EROSION CONTROL PLAN
C-11 & C-12	BROADMOOR CT PLAN AND PROFILE & ESTIMATED QUANTITIES
C-13 & C-14	HOMESTEAD CT PLAN AND PROFILE & ESTIMATED QUANTITIES
C-15 & C-16	SANITARY SEWER PLAN AND PROFILE & ESTIMATED QUANTITIES
C-17 & C-18	STORM SEWER PLAN AND PROFILE & ESTIMATED QUANTITIES
C-19	STORM SEWER DETAILS
C-20	INTERSECTION DETAILS



NOT TO SCALE



THIS PROJECT CONSISTS OF
CONSTRUCTION OF THE
EXTENSION OF BROADMOOR CT.
AND HOMESTEAD CT. IN THE
UNIVERSITY ESTATES SUBDIVISION
IN THE CITY OF ATHENS, OHIO.

THE CITY OF ATHENS DIVISION OF SEWER CONSTRUCTION SPECIFICATIONS FOR SEWER LINE INSTALLATION, CITY OF ATHENS WATER CONSTRUCTION SPECIFICATIONS, AND OHIO DEPARTMENT OF TRANSPORTATION 2019 CONSTRUCTION AND MATERIAL SPECIFICATIONS AND ASSOCIATED STANDARD DRAWINGS AND SUPPLEMENTAL SPECIFICATIONS SHALL GOVERN THIS IMPROVEMENT.

UNDERGROUND UTILITIES

TWO WORKING DAYS
BEFORE YOU DIG

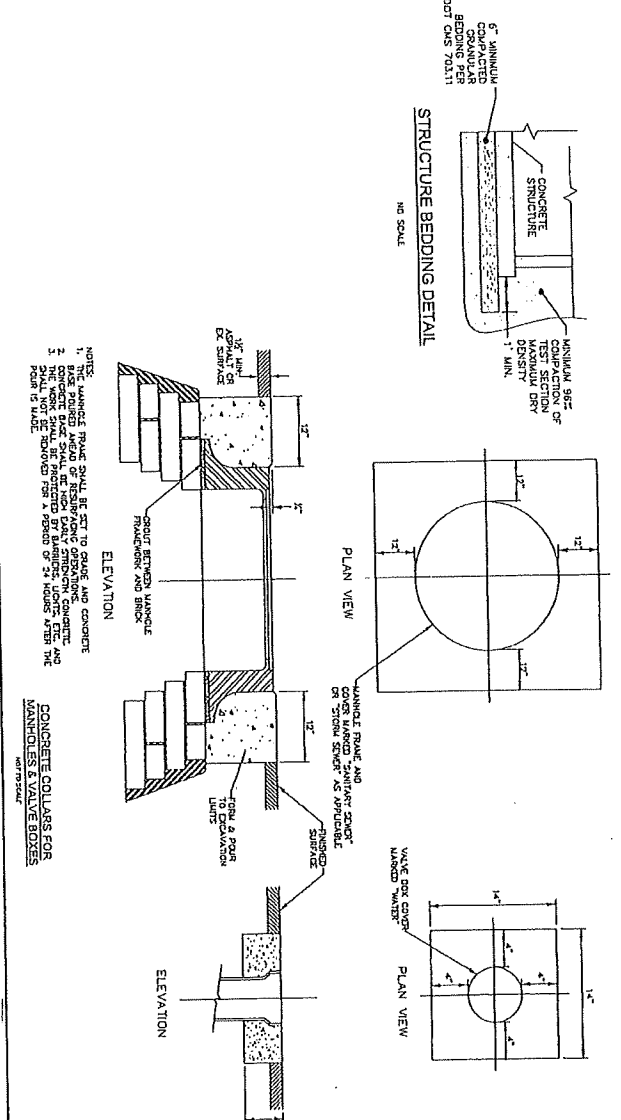
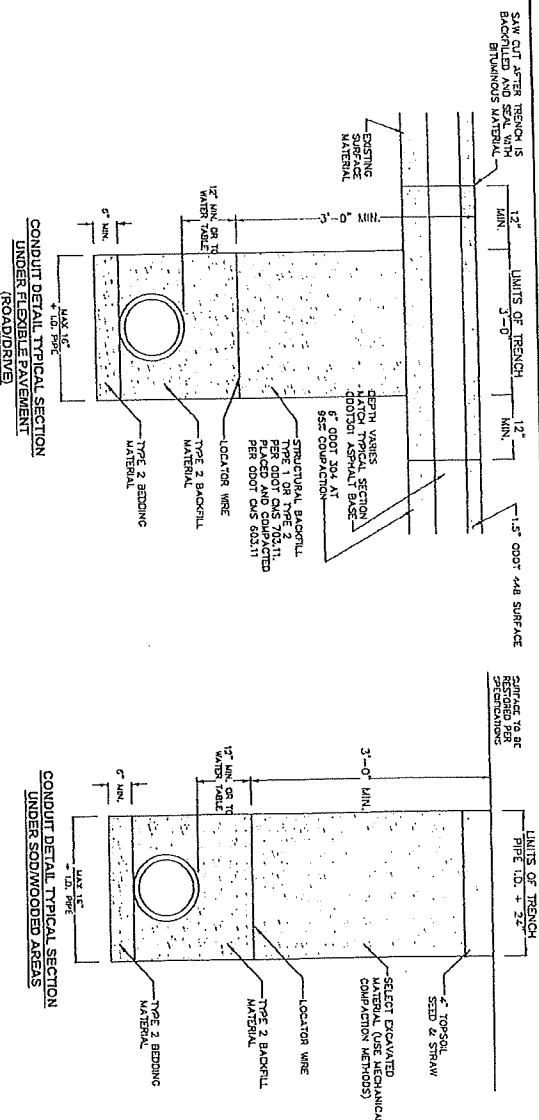
CALL 811 OR
TOLL FREE 1-800-425-2766
NON-MEMBERS MUST BE
CALLED DIRECTLY

OERO
Digins Protection
SERVICE



Call Call 811 or 1-800-425-2766

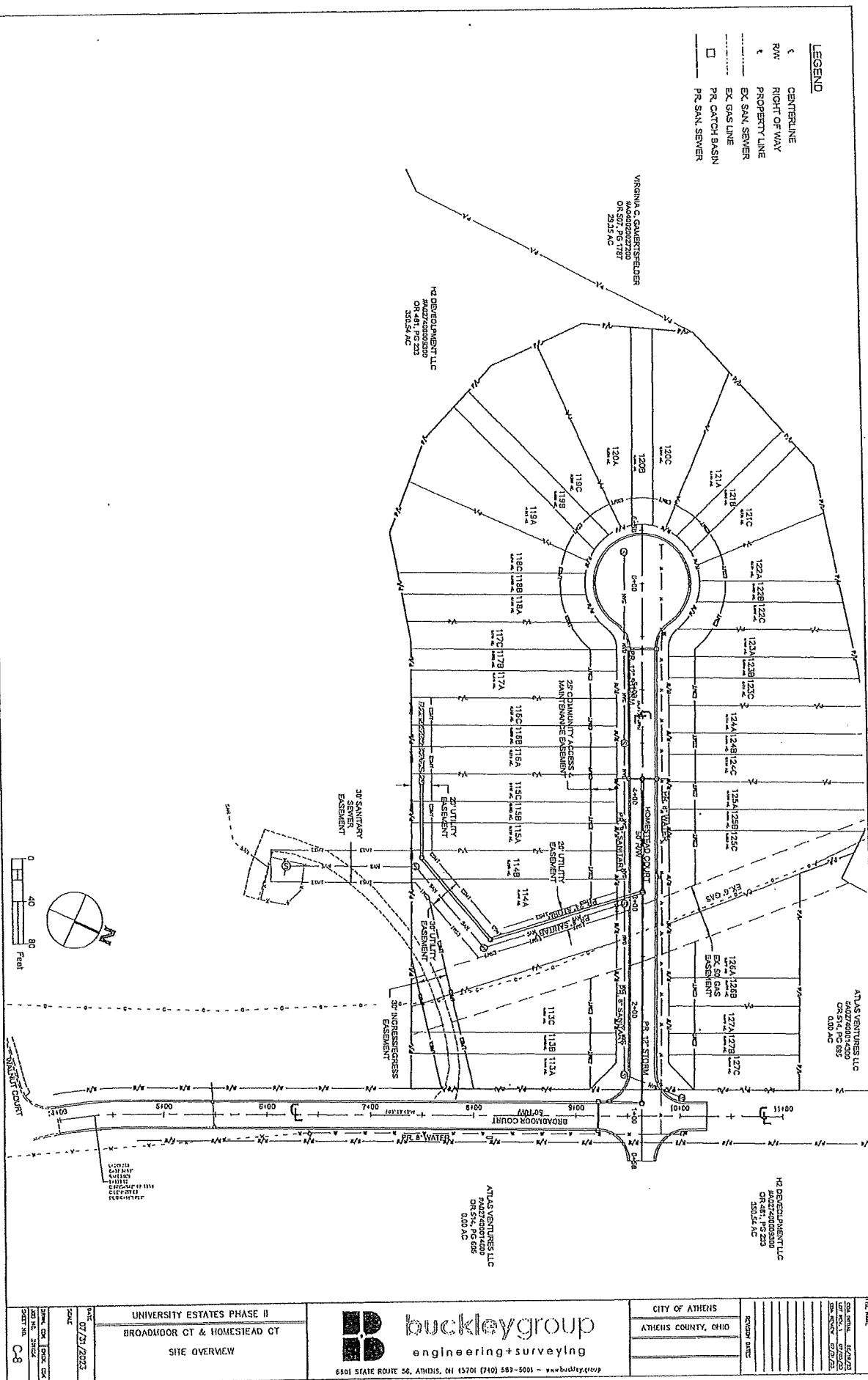
DATE 07/31/2023	UNIVERSITY ESTATES PHASE II BROADMOOR CT & HOMESTEAD CT TITLE SHEET	 buckleygroup engineering+surveying 6801 STATE ROUTE 56, ATHENS, OH 45701 (710) 589-5801 - www.buckleygroup	CITY OF ATHENS ATHENS COUNTY, OHIO	DATE DRAWN CHECKED IN CHARGE SCALE	PROJECT NO. 6-1
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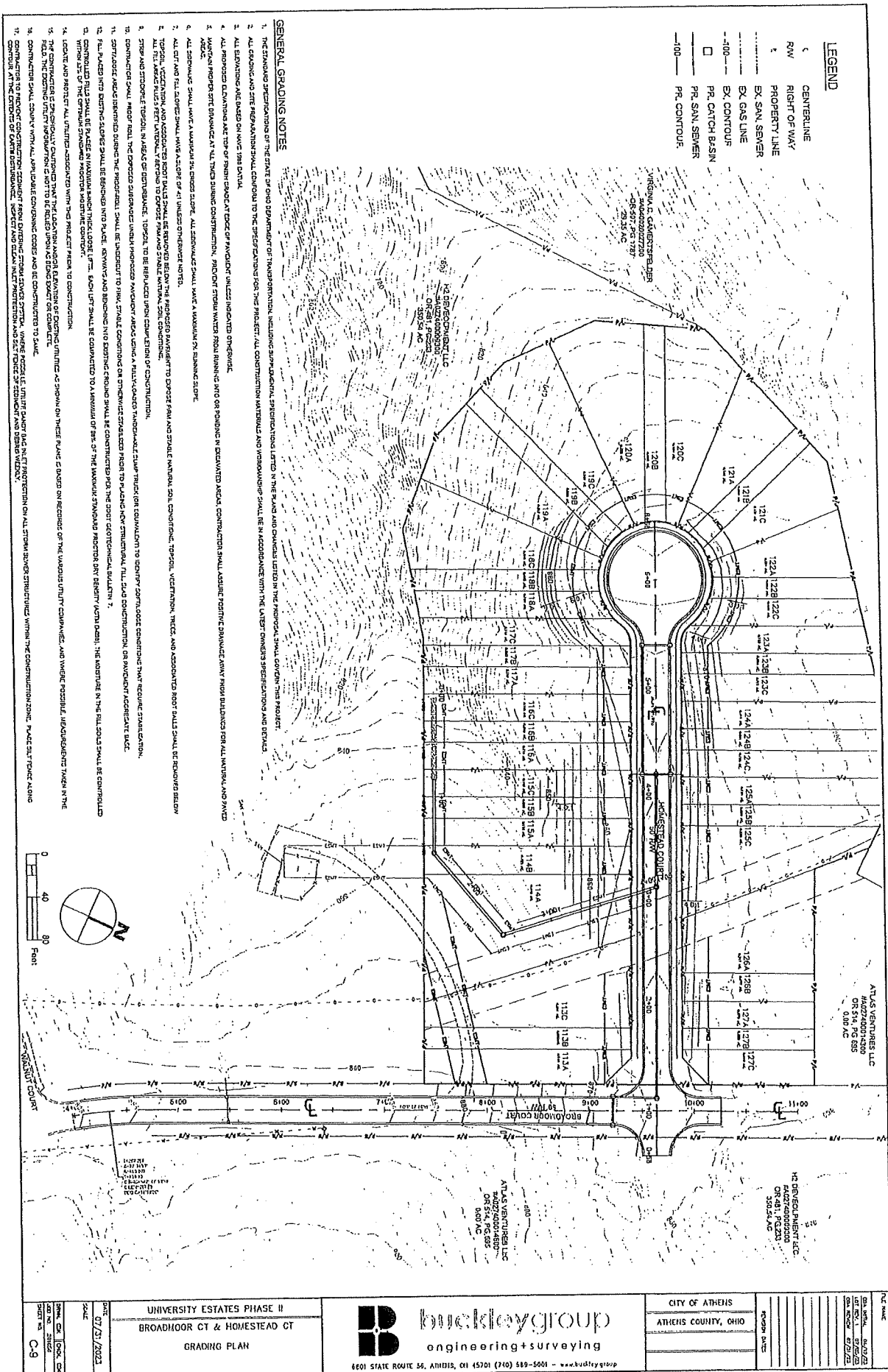


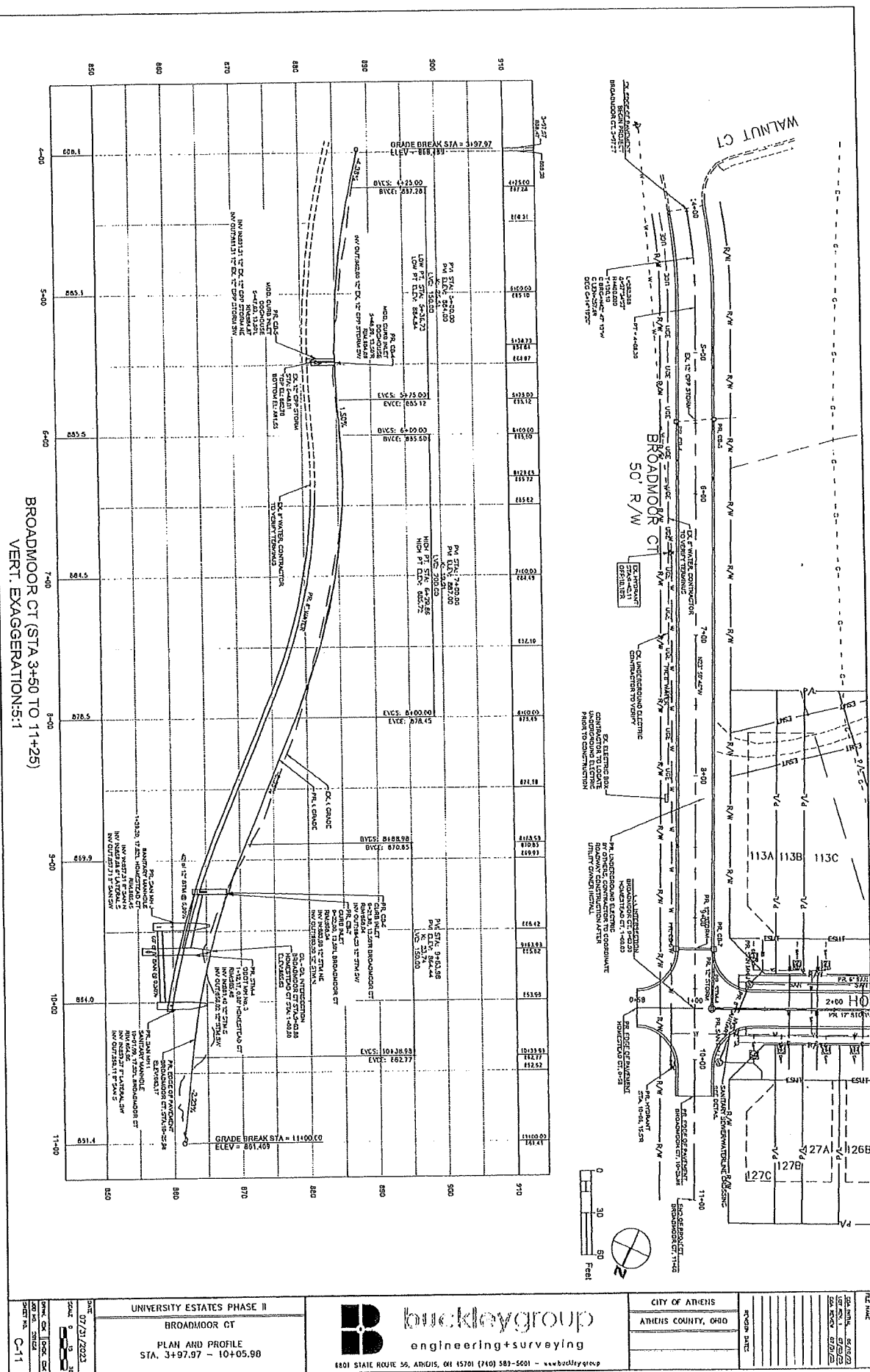
- [illegible]

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- ** NOTE: IF GAS TRANSMISSION LINE HAS LESS THAN 5 FT OF COVER, THE 8" WATERLINE SHALL CROSS BELOW WITH A 24" VERTICAL SEPARATION







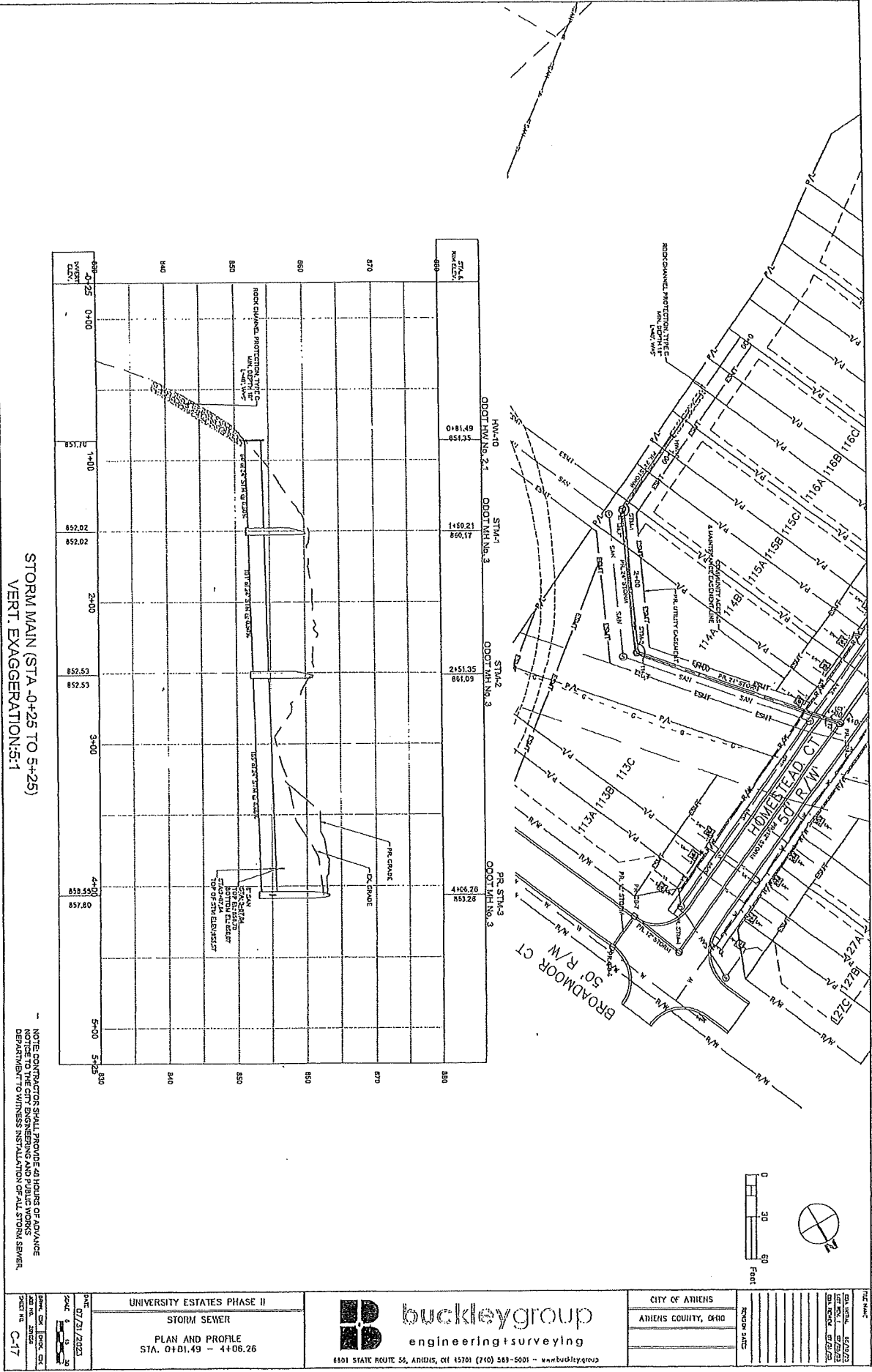


EXHIBIT C

FORM OF FIRST AMENDED AND RESTATED TIF AGREEMENT

[See Attached]

**FIRST AMENDED AND RESTATED
TAX INCREMENT FINANCING AGREEMENT**

This First Amended and Restated Tax Increment Financing Agreement (this “Agreement”) is made and entered into as of [_____] [____], 2024 by and between the CITY OF ATHENS, OHIO, a municipal corporation duly organized and validly existing under the constitution and the laws of the State of Ohio (the “City”), and HOWARD AND LAWSON, LTD, dba Cornerstone Home Builders of Southeast Ohio (the “Developer”), an Ohio limited liability company, whose mailing address is 39403 State Route 689, Albany, Ohio 45710.

RECITALS:

WHEREAS, the Developer has proposed to develop several parcels of real property specifically identified and depicted on Exhibit A attached hereto (with each such parcel referred to herein individually as a “Parcel” and collectively as the “Project Site”) within the corporate boundaries of the City of Athens, Ohio (the “City”) by constructing Woods Edge, an affordable housing development to be known as the “University Estates Development” as identified and described in greater detail on Exhibit B attached hereto (the “Development”); and

WHEREAS, pursuant to Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Statute”), the City Council of the City (the “City Council”) passed Ordinance No. 0-103-20 on October 19, 2020 (the “Original TIF Ordinance”), as amended by Ordinance No. 0-42-21 on May 3, 2021 (the “First TIF Ordinance Amendment”), and as further amended by Ordinance No. [_____] -24 on [_____] [____], 2024 (the “Second TIF Ordinance Amendment” and, together with the Original TIF Ordinance and the First TIF Ordinance Amendment, the “TIF Ordinance”), otherwise creating the “University Estates Incentive District” No. 1, No. 2, No. 3, and No. 4, within the City and authorizing a seventy-five percent (75%) exemption from real property taxation with respect to the increase assessed value of the Parcels occurring as a result of the Development for a period of ten (10) years (the “TIF Exemption”), all as further defined by the TIF Ordinance; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.42, the TIF Ordinance requires the present and future owners of the Project Site, including, but not limited to, the Developer (the “Owners”) to make service payments in lieu of taxes (the “Service Payments”) to the Athens County Treasurer for the duration of the TIF Exemption; and

WHEREAS, after passage of the Original TIF Ordinance, the City entered into a Tax Increment Financing Agreement with the Developer on October 27, 2020 (the “Original TIF Agreement”), as amended by the First TIF Ordinance Amendment (the “Amended TIF Agreement”), and this Agreement (collectively, the “TIF Agreement”) otherwise requiring the City to reimburse the Developer for the “Costs of Public Infrastructure Improvements” (as defined by the TIF Agreement) incurred by the Developer to construct various Public Infrastructure Improvements (defined by Exhibit C attached hereto) and the Developer entered into a *Declaration*

of Covenants and Conditions Relative to Service Payments in Lieu of Taxes and Other Matters with respect to Service Payments on the Project Site on October 27, 2020; and

WHEREAS, as a result of changing market conditions, the Developer informed the City that the Developer would no longer be in a financial position to incur the Costs of Public Infrastructure Improvements pursuant to the TIF Agreement; and

WHEREAS, the City has determined that it is willing to provide for the construction of the Public Infrastructure Improvements by incurring the Costs of Public Infrastructure Improvements in order to encourage the Development and, pursuant to the Second TIF Ordinance Amendment, has authorized the City to enter into this Agreement with the Developer, to provide for the allocation of a portion of Service Payments to its Costs of Public Infrastructure Improvements in accordance with the TIF Statutes, the TIF Ordinance, and this Agreement; and

WHEREAS, pursuant to this Agreement, the Developer as Owner of the Project Site shall, or has, executed in favor of, and in form, substance, and on terms acceptable to the City (i) an option to purchase one or more Parcels comprising the Project Site (the "Option") and (ii) a joint life insurance policy in the minimum amount of \$2,000,000.00 naming Bret Howard and Pat Lawson (the "Partners") as insured and naming the City as the sole beneficiary in the event of the death of both Partners (the "Life Insurance Policy"), all to further ensure completion of the Development in order to generate Service Payments sufficient to pay Costs of Public Infrastructure Improvements; and

WHEREAS, the City has further determined and the Developer has further agreed, pursuant to this Agreement, that each Owner of a Parcel specified herein may be required to make certain payments (the "Minimum Service Payments"), which are "minimum service payment obligations" pursuant to Ohio Revised Code Section 5709.91, all pursuant to a formula specified for each Parcel as described by the *First Amended and Restated Declaration of Covenants and Conditions Relative to Service Payments In Lieu of Taxes, Minimum Service Payment Obligations, and Other Matters* attached to this Agreement substantially in the form of Exhibit D (the "Amended Service Payment Declaration"); and

WHEREAS, the Developer agrees that the Option, the Service Payments, and the Minimum Service Payments, and the Life Insurance Policy are necessary to ensure there are sufficient funds to reimburse the City for its Costs of Public Infrastructure Improvements identified by this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants contained in this Agreement and to induce the City to proceed with the construction of the Public Infrastructure Improvements, the Developer and the City hereby agree as follows:

Section 1. Covenants of the Developer with Respect to the Development. In consideration of the incentives provided by the City in this Agreement, the Developer agrees to the following:

- A. Affordable Housing Commission Goals. The Developer agrees to complete the Development in accordance with the City's Affordable Housing Commission Goals, which include, but are not limited to:
1. Building approximately 50 units +/- in 2 or 3 bedroom configurations.
 2. Incorporate principles of "universal design" in the three-bedroom units (https://en.wikipedia.org/wiki/Universal_design). The City will provide examples of the specific elements expected. Once design is complete the Developer must gain letters of support from the Athens Affordable Housing Commission and Disabilities Commission prior to construction.
 3. Incorporate concepts of cluster design, **ENERGY EFFICIENCY**, and solar readiness.
 - (a) **FOR PURPOSES OF THIS AGREEMENT "CLUSTER DESIGN" MEANS A RESIDENTIAL HOUSING PROJECT WHERE HOUSING UNITS ARE LOCATED RELATIVELY CLOSE TOGETHER OR SHARE COMMON WALLS IN ORDER TO YIELD MORE DWELLING UNITS THAN A TYPICAL RESIDENTIAL SUBDIVISION OF THE SAME ACREAGE WOULD.**
 - (b) **FOR PURPOSES OF THIS AGREEMENT "ENERGY EFFICIENCY" MEANS PLANNING AND DESIGN OF HOUSING UNITS, THAT INCLUDES, TO THE FULL EXTENT POSSIBLE, UTILIZATION OF BUILDING MATERIALS, APPLIANCES, FIXTURES, WINDOWS, LIGHTING, INSULATION, AND WEATHERIZATION IN ORDER TO REDUCE THE AMOUNT OF ENERGY WASTED.**
 - (c) **FOR PURPOSES OF THIS AGREEMENT "SOLAR READY" MEANS PLANNING AND DESIGN OF HOUSING UNITS, THAT INCLUDES TO THE FULL EXTENT POSSIBLE, UTILIZATION OF THE HOUSING CONSTRUCTION GUIDELINES OF THE NATIONAL RENEWABLE ENERGY LABORATORY'S SOLAR READY BUILDINGS PLANNING GUIDE (TECHNICAL REPORT NREL/TP-7A-46078, DECEMBER 2009).**
<https://www.nrel.gov/docs/fy10osti/4607.pdf>.
 4. Setting the initial **BASE** sale price of each unit at an amount not to exceed \$260,000 in calendar year 2024 and increasing not more than three percent (3%) per year for any succeeding year (i.e., \$267,800 in calendar year 2025, \$275,834 in calendar year 2026, \$284,109 in calendar year 2027, \$292,632 in calendar year 2028, and so forth). **FOR PURPOSES OF THIS AGREEMENT, "BASE SALE PRICE" MEANS THE LEAST EXPENSIVE OFFERED SALE PRICE FOR A COMPLETELY FINISHED DWELLING UNIT THAT INCLUDES**

STANDARD FIXTURES, TRIMS, FLOORING, COUNTERTOPS AND THE LIKE. A BUILDER MAY OPT TO PURCHASE MORE EXPENSIVE FIXTURES, TRIMS, FLOORING, COUNTERTOPS, AND THE LIKE THAT EXCEEDS THE BASE SALE PRICE.

5. Include as a covenant running with the land for each parcel in the Development a provision requiring that each unit is owner-occupied for the first 5-years from initial sale, and any buyer must declare such housing unit as their principle residence for tax purposes.
 6. Providing that housing units may be rented during the period between construction completion and sale, as necessary, prior to sale to the first buyer of such unit, at which time the covenants described in this Section 1(A) shall commence.
- B. Compliance with City Development Requirements. The Developer agrees to undertake the following with respect to the Development:
1. Comply with the City's Planned Unit Development process and secure all necessary development permits.
 2. Hire an engineering firm acceptable to the City to update subdivision design including meeting current City construction standards (including sidewalks) and new platting to match proposed number of units.
 3. Pay all capacity fees due in accordance with current law—with all housing units treated as 2 or 3 bedroom apartments.
 4. Provide, at no cost to the City, all easements and other real property rights necessary for the City to construct the Public Infrastructure Improvements.

Section 2. Construction of Public Infrastructure Improvements.

A. Authorization, Cooperation, Dedication, and Maintenance. The City shall design and construct or cause to be constructed the Public Infrastructure Improvements within and adjacent to the Project Site after the approval of the plans required by Section 2.B hereof.

B. Approval of Plans. The Public Infrastructure Improvements shall be constructed in accordance with construction plans complying with Section 29.08.01 of the City's Code of Ordinances and approved by the Service-Safety Director prior to commencement of construction.

C. Reimbursement from Service Payments and Minimum Service Payments. The City shall use the Service Payments in the "TIF Fund" (as defined in the TIF Ordinance) and any Minimum Service Payments it may receive pursuant to the Amended Service Payment Declaration, to reimburse the City for the Costs of Public Infrastructure Improvements. The

Costs of Public Infrastructure Improvements shall include costs the City incurs in order to construct the Public Infrastructure Improvements, including the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B).

Section 3. Priority of Lien; Exemption Applications. The provisions of Ohio Revised Code Section 5709.91, which specify that Service Payments and Minimum Service Payments will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11, including, but not limited to, the priority of the lien and the collection of Service Payments and Minimum Service Payments, apply to this Agreement and to the Project Site. The provisions of Ohio Revised Code Section 5709.911 apply to exemption applications filed pursuant to the TIF Ordinance and this Agreement.

Section 4. TIF Exemption, Related Agreements, Purchase Option, and Life Insurance Policy.

A. In connection with the construction of the Development by the Developer, the City, through the TIF Ordinance, has granted, among other things, with respect to the Improvement to the University Estates Incentive District No. 1, No. 2, No. 3, and No. 4 (as each are defined by the TIF Ordinance), a seventy-five percent (75%) exemption from real property taxation, commencing, for each individual incentive district, in the first tax year subsequent to the effective date of the TIF Ordinance in which an Improvement attributable to a new structure located on any Parcel within an University Estates Incentive District would have first appeared on the tax list and duplicate of real and public utility property (the “TIF Exemption Commencement Date”) had the TIF Exemption not been provided pursuant to the TIF Ordinance, and ending on the earlier of (a) ten (10) years after the TIF Exemption Commencement Date or (b) the date on which the City can no longer require Service Payments, either by law, or because the costs of all Public Infrastructure Improvements have been paid.

B. In accordance with Ohio Revised Code Sections 5715.27 and 5709.911, the Developer for itself as an Owner or, as described below, on behalf of any other Owner, of any Parcel at the time the TIF Exemption becomes effective with respect to that Parcel, shall file or cause to be filed a completed application for an exemption from real property taxation (DTE Form 24 or its successor form) with the Athens County Auditor (the “County Auditor”) for the Improvement to each Parcel. The Developer and the City agree to cooperate with each other for this purpose, and to cooperate with the County Auditor, the Ohio Department of Taxation and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Ordinance and this Agreement. Pursuant to the Amended Service Payment Declaration, which such Amended Service Payment Declaration shall be recorded with respect to each of the Parcels, every Owner or Owners of the Parcels consents to the tax exemption granted by the TIF Ordinance and grants to the Developer an irrevocable power of attorney for and on behalf of such Owner or Owners and in such Owner or Owners’ names to file or cause to be filed a completed application for an exemption from real property taxation (DTE Form 24 or its successor form) in accordance with this paragraph. The Developer and the City agree that this paragraph and this Agreement do not constitute consent by an owner to the filing by the City of an application for exemption

within the meaning of Ohio Revised Code Section 5709.911(B). No Parcel may be transferred by the Developer until such a DTE Form 24 (or its successor) has been filed and the Ohio Tax Commissioner has approved such Parcel's TIF exemption.

C. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemptions from real property taxation granted under the TIF Ordinance and this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions, so long as such acts will not put the City at risk for any obligations beyond those set out in the TIF Ordinance and this Agreement.

D. In consideration of the City's construction of the Public Infrastructure Improvements and providing funding for Costs of Public Infrastructure Improvements, the Developer expressly agrees that it (i) shall execute in favor of, and in form, substance, and on terms acceptable to the City, an Option to purchase the Parcels comprising the Project Site to further ensure reimbursement to the City for its Costs of Public Infrastructure Improvements, (ii) shall execute in favor of, and in form, substance, and on terms acceptable to the City, a Life Insurance Policy, to further ensure reimbursement to the City for its Costs of Public Infrastructure Improvements, and (iii) shall execute and record upon the Project Site in the records of the Athens County, Ohio Recorder, the Amended Service Payment Declaration in substantially the form of Exhibit D attached hereto. Notwithstanding anything to the contrary, the City shall have no obligation whatsoever to construct the Public Infrastructure Improvements until and unless the Developer has provided the Option to the City and recorded the Amended Service Payment Declaration.

Section 5. Service Payments and Minimum Service Payments. As provided in Ohio Revised Code Section 5709.42, the Owners are required under this Agreement, the TIF Ordinance, and the Amended Service Payment Declaration to make Service Payments to the County Treasurer on or before the final dates for payment of real property taxes. Each such payment (including any interest and penalties) shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from real property taxation. Any late payments shall be subject to penalty and bear interest at the then-current rates established under Ohio Revised Code Sections 323.121 and 5703.47, as may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time. No Owner shall, under any circumstances, be required with respect to any tax year both to pay Service Payments with respect to an Improvement and to reimburse local taxing authorities for the amount of real property taxes that would have been payable had the Improvement not been exempted from taxation pursuant to the TIF Ordinance.

Notwithstanding anything to the contrary with respect to such Service Payments, as provided in Ohio Section 5709.91, the Owners are further required under this Agreement, the TIF Ordinance, and the Amended Service Payment Declaration to make Minimum Service Payments to the City on the terms and conditions specified by the Amended Service Payment Declaration.

Section 6. Tax Increment Equivalent Fund. Pursuant to the TIF Ordinance, the City has established its TIF Fund, which TIF Fund shall be maintained in the custody of the City. The TIF Fund shall receive all Service Payments distributed by the County Treasurer to the City pursuant to Ohio Revised Code Section 5709.42.

The TIF Fund shall remain in existence so long as Service Payments are collected and used for the purposes described in this Agreement and the TIF Ordinance, after which time the TIF Fund shall be dissolved in accordance with Ohio Revised Code Section 5709.43. Further, except as otherwise provided in this Agreement or the TIF Ordinance, moneys deposited in the TIF Fund shall be used as described in Section 7 of this Agreement.

Section 7. Use of Service Payments Deposited Into the TIF Fund.

A. The City agrees that the Service Payments deposited into the TIF Fund shall be used exclusively as set forth in this Section 7.

B. The Service Payments deposited into the TIF Fund shall be used on a semi-annual basis to reimburse the City for the Costs of Public Infrastructure Improvements in accordance with Section 1 of this Agreement. After the City is paid in full for the Cost of Public Infrastructure Improvements, the TIF Fund shall be dissolved and 100% of any remaining Service Payments shall be deposited into the City's general fund, as provided for in Ohio Revised Code Section 5709.43 and applied as then permitted by law. The City makes no representation as to the sufficiency or timeliness of the Service Payments to pay all Costs of Public Infrastructure Improvements.

Section 8. Estoppel Certificate. Upon request of the Developer, the City shall execute and deliver to the Developer or any proposed purchaser, mortgagee or lessee of any Parcel, a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; (b) that the Developer is not in default under any of the terms, covenants or conditions of the Agreement, or, if the Developer is in default, specifying the same; and (c) such other matters as the Developer may reasonably request.

Section 9. Representations of the Parties. The Developer hereby represents that it is or intends to be the owner in fee simple of all of the Parcels comprising the Project Site, it has full power and authority to enter into this Agreement and carry out its terms, that the persons whose names appear on this Agreement are duly authorized and empowered to make and execute this Agreement on behalf of the Developer, and that this Agreement is supported by consideration.

Section 10. Remedies.

A. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party to this Agreement, or any successor to such party, such party (or successor) shall, within forty-five (45) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken or not

diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.

B. Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. The party seeking the benefit of the provisions of this subsection shall, within fifteen (15) calendar days after actual notice of any such unforeseeable delay, have first notified the other party of such unforeseeable delay in writing, and of the cause or causes of the unforeseeable delay. With respect to the Developer, delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays beyond the reasonable control of the Developer.

Section 11. Successors. This Agreement shall be binding upon and inure to the benefit of the Developer and its beneficiaries, successors and assigns, including successive as well as immediate successors and assigns; and shall be binding upon and inure to the benefit of the City, and its successors and assigns.

Section 12. Indemnification. The Developer shall indemnify, defend and hold harmless the City and the City's agents, employees and public officials (each, an "Indemnified Party") from and against any and all suits, claims, damages, losses and expenses (including reasonable attorneys' fees) incurred by the City as a result of the TIF Ordinance or this Agreement, or arising or allegedly arising out of, or resulting from the construction of the Public Infrastructure Improvements, including claims for bodily injury, personal injury or property damage and contract and legal disputes. The provisions of this subparagraph shall survive the termination of this Agreement. In case any claim or demand is at any time made, or action or proceeding is brought, against the City in respect of which indemnity may be sought under this Agreement, an Indemnified Party shall promptly give notice of that action or proceeding to the Developer, upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding with counsel that is not, without the City's consent, counsel to the Developer, and that is reasonably satisfactory to the City; provided, that failure of a party to give that notice shall not relieve the Developer from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Developer. At its own expense, an Indemnified Party may employ separate counsel and participate in the defense. The City agrees to fully cooperate with the Developer and lend the Developer such assistance as the Developer shall reasonably request in defense of any claim, demand, action or proceeding at no cost to the Indemnified Party or the City. The Developer shall not be liable for any settlement made without its consent. The provisions of this Section shall survive termination of this Agreement.

Section 13. Agreement Binding on Parties; No Personal Liability; City Consents. All covenants, obligations and agreements of the City and the Developer contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, official, officer, agent, or employee of the City in other than their official capacity or of any individual person who is a partner, shareholder, director, member, manager, employee, officer or agent of the Developer other than in their capacity as a partner, shareholder, director, member, manager, employee, officer, or agent, and neither the members of the City Council nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, shall be liable personally by reason of the covenants, obligations or agreements of the City or the Developer contained in this Agreement. The City is a political subdivision of the State of Ohio and shall be entitled to all of the immunities and defenses provided by law. Any consent of the City to be given under this Agreement may be given by the Authorized City Representative (as hereinafter defined) and shall be given in writing.

Section 14. Merger and Amendments. This Agreement supersedes any and all other agreements, either oral or in writing, between the City and the Developer with respect to the matters contained in this Agreement and contains all of the covenants, agreements, and other terms and conditions between the City and the Developer with respect to the same. No waivers, alterations, or modifications of this Agreement or any agreements in connection with this Agreement shall be valid unless in writing and duly executed by both the City and the Developer. For the avoidance of doubt, the parties intend for this Agreement to supersede the Original TIF Agreement and the Amended TIF Agreement in all respects and that the Original TIF Agreement and the Amended TIF Agreement be null and void.

Section 15. Consents; Waivers. All consents required by, and any waivers of, the provisions of this Agreement must be in writing and signed on behalf of the City by the Service-Safety Director (together with any other officer from time to time designated in writing by the Service-Safety Director, the "Authorized City Representative") and Bret Howard, Developer and Co-Owner of the Developer (together with any other officer from time to time designated in writing by Bret Howard, Developer and Co-Owner of the Developer, the "Authorized Developer Representative"). No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

Section 16. Notices. Except as otherwise specifically set forth in this Agreement, all notices, certificates, demands, requests, consents, or approvals given, required, or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt

is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, demands, requests, consents or approvals, or other communications shall be sent. The present notice addresses of the parties follow:

- (a) To the Developer at: Howard and Lawson, LTD
39403 State Route 689
Albany, Ohio 45710
Attention: Bret Howard
 - (b) To the City at: City of Athens, Ohio
8 East Washington Street
Athens, Ohio 45701
Attention: Service-Safety Director

City of Athens, Ohio
8 East Washington Street
Athens, Ohio 45701
Attention: Law Director
- With a Copy to: Bricker Graydon LLP
100 South Third Street
Columbus, Ohio 43215
Attention: Price D. Finley

Section 17. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 18. Severability and Cooperation Clause. In the event that any portions, sections, or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, resolution, or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect. If the terms of this Agreement, or any amendment or amendments to any provision of City laws that are required to be enacted or amended as a consequence of this Agreement, are challenged by either referendum or administrative appeal to the courts or such other legal or equitable remedies sought by those who may oppose this Agreement, the parties agree to cooperate with each other to uphold the validity and enforceability of this Agreement at the expenses of the Developer in accordance with Section 12 of this Agreement, because the parties recognize that it is within the discretion of the City under the laws and Constitution of the State of Ohio to provide for agreements between landowners and municipalities to further what is in the best interest of the public health, safety and welfare of a municipality and the other rights of private

property there under. This cooperation clause only pertains to the City Council's decisions relating to this Agreement, and this cooperation clause cannot be used to attempt to force the City Council to repeal or override other legislative or administrative decisions relating to the Development.

Section 19. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties to this Agreement or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between Developer and the City.

Section 20. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 21. Governing Law and Choice of Forum. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each of the City and the Developer irrevocably consents to the jurisdiction of any state court located within Athens County, Ohio in connection with any matter based upon or arising out of this Agreement, agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and waived and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

Section 22. Assignments. Except as otherwise provided in this Section, the Developer agrees not to assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld (and shall not, in any event, be withheld to stop or delay development consistent with zoning already in effect). Notwithstanding any provisions to the contrary in this Agreement and without the consent of the City: (i) the Developer may assign its interest in this Agreement to an entity controlled by or under common control with the Developer; (ii) the Developer, in a written instrument signed by the Developer, may designate an authorized designee to receive all or any portion of the Service Payments payable to the Developer pursuant to this Agreement, upon which designation such designee shall receive the portion of Service Payments specified by the Developer as if it was the Developer under this Agreement; and (iii) the Developer, as security for the payment of all or any portion of the Service Payments payable to the Developer pursuant to this Agreement, may collaterally assign its right, title, and interest in and to, but not its obligations under, this Agreement upon the written consent of the City.

Section 23. Further Actions. The City and the Developer agree to execute such additional documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Agreement.

Section 24. Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the City or the Developer. Section headings in this Agreement are for convenience only and are not to be

constructed as part of this Agreement or in any way defining, limiting or amplifying the provisions of this Agreement.

Section 25. Litigation Notice; Management. The Developer shall give the City prompt notice of any action, suit, or proceeding by or against the Developer, at law or in equity, or before any governmental instrumentality or agency, of which the Developer has notice, which, if adversely determined, would materially impair the right or ability of the Developer to implement, operate, maintain, and develop the Development, perform its obligations under this Agreement, or would materially and adversely affect any of its business, operations, properties, assets, or condition (financial or otherwise) together with a written statement setting forth the details and any actions taken or proposed to be taken by Developer in response.

Section 26. Term. The City and the Developer agree that except as expressly set forth in this Agreement, following the payment of all Service Payments and Minimum Service Payments due pursuant to the TIF Ordinance, the Amended Service Payment Declaration, and this Agreement, this Agreement, and all obligations of the parties under this Agreement (except as otherwise set forth in this Agreement) shall terminate and be of no further force or effect.

[Signature Page Follows]

As evidence of their intent to be bound by this Agreement, the authorized representatives of each of the City and the Developer have executed this Agreement for and on behalf of the City and the Developer as of the date first set forth above.

CITY OF ATHENS, OHIO, as City

By: _____

Name: Andrew B. Stone

Title: Service-Safety Director

Pursuant to Ordinance No. [_____] -24 passed on [_____] [____], 2024 the City Council of the City approved this Agreement and authorized the Service-Safety Director to execute this Agreement.

HOWARD AND LAWSON, LTD,
as Developer

By: _____

Name: Bret Howard

Title: Developer / Co-Owner

CITY AUDITOR'S CERTIFICATE

As City Auditor for the City of Athens, Ohio, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, or upon implementation of the processes under Ohio Revised Code Sections 5709.40, 5709.41, 5709.42, and 5709.43, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

CITY OF ATHENS, OHIO, as City

By: _____

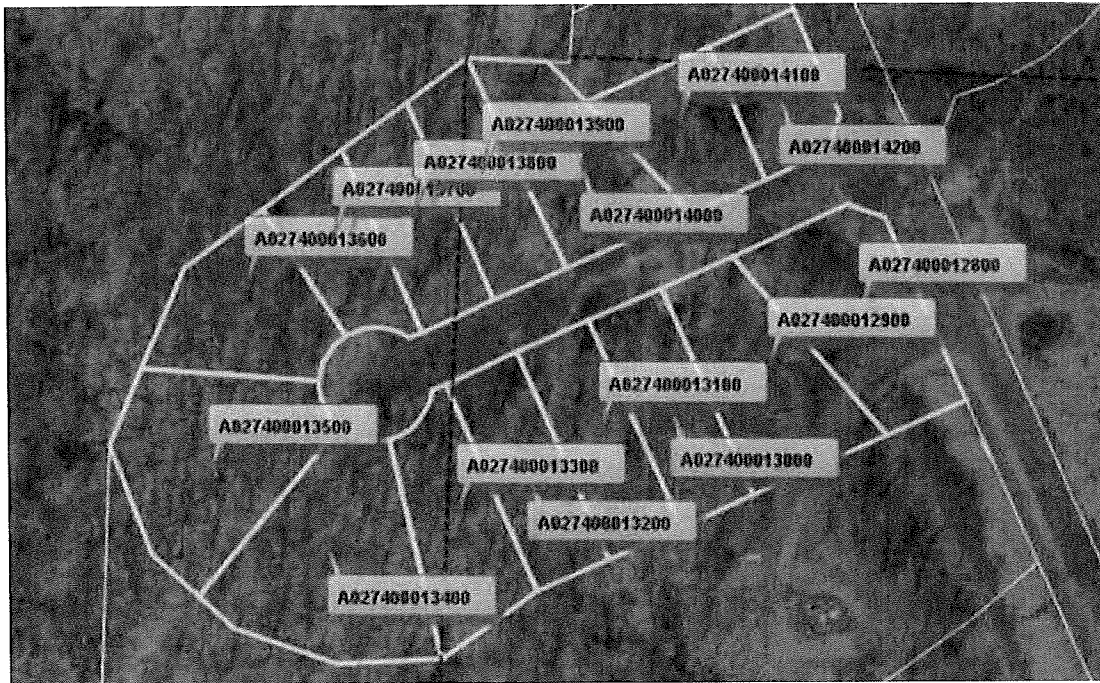
Print Name: Kathy Hecht

Title: City Auditor

EXHIBIT A

PROJECT SITE

The Project Site includes the following Parcels identified in the records of the Athens County Auditor, as of calendar year 2024, including as such Parcels may be divided, combined, re-combined, re-numbered, or otherwise altered from time to time. For the avoidance of doubt, the Parcels included within each, individual University Estates Incentive District are listed below.



Parcel Numbers

Incentive District No.	Included Parcels
University Estates Incentive District No. 1	A027400014100 A027400014200 A027400012900 A027400012800
University Estates Incentive District No. 2	A027400013700 A027400013800 A027400013900 A027400014000
University Estates Incentive District No. 3	A027400013600 A027400013500 A027400013400
University Estates Incentive District No. 4	A027400013300 A027400013200 A027400013100 A027400013000

EXHIBIT B

DESCRIPTION OF THE DEVELOPMENT

[See Attached]

Woods Edge

A Premier University Estates Community



Townhomes

1780 sq. ft., two bedroom, 2.5 baths

Or

2160 sq. ft., three bedroom, 3 baths

Single car garage

HOWARD AND LAWSON, LTD.

UNIVERSITY ESTATES - PHASE II
BROADMOOR CT AND HOMESTEAD CT

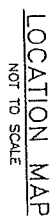
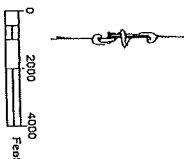
HOWARD & LAWSON LTD
39403 STATE ROUTE 689
ALBANY, OH 45710
CONTACT: PATRICK -AWSON
PHONE: 740-591-8547

CITY OF ATHENS
ENGINEERING & PUBLIC WORKS
50 CURRAN DR.
ATHENS, OHIO, 45701
PHONE: (740) 593-7636
CONTACT: SALEH ELDABAHA, P.E.

CITY OF RICHMOND	MAYOR
STEVE PATTERSON.....	SERVICE-SAFETY DIRECTOR
ANDREW B. STONE, P.E.....	LAW DIRECTOR
LISA ELIASON.....	AUDITOR
KATHY HECHT.....	TREASURER
JOSH THOMAS.....	

SARAH GRACE
JEFFREY RISNER
MICAH MCCAREY
DEBBIE WALKER, CLERK
SOLVEIG SPJELDNES
ALAN SWANK
SAM CROWL
BEN ZIFF

BUCKLEY GROUP, LLC
6801 STATE ROUTE 56
ATHENS, OH 45701
PHONE: (740) 589-5001
FAX: (740) 592-5817
CONTACT: CLINTON KUENZLI, P.E.



THIS PROJECT CONSISTS OF
CONSTRUCTION OF THE
EXTENSION OF BROADMOOR CT.
AND HOMESTEAD CT. IN THE
UNIVERSITY ESTATES SUBDIVISION
IN THE CITY OF ATHENS, OHIO.

THE CITY OF ATHENS DIVISION OF SEWER CONSTRUCTION, SPECIFICATIONS FOR SEWER LINE INSTALLATION, CITY OF ATHENS WATER CONSTRUCTION SPECIFICATIONS, AND OHIO DEPARTMENT OF TRANSPORTATION 2019 CONSTRUCTION AND MATERIAL SPECIFICATIONS AND ASSOCIATED STANDARD DRAWINGS AND SUPPLEMENTAL SPECIFICATIONS SHALL GOVERN THIS IMPROVEMENT.

UNDERGROUND UTILITIES

OHIO
Dial-In Protection
SERVICE

**TWO WORKING DAYS
BEFORE YOU DIG**

CALL 811 OR
**NON-MEMBERS MUST BE
CALLED DIRECTLY**

Call Center: 1-800-485-1100
Toll Free: 1-800-362-2766

UNDERGROUND UTILITIES

TWO WORKING DAYS
BEFORE YOU DIG

CALL 811 OR
TOLL FREE 1-800-362-2766

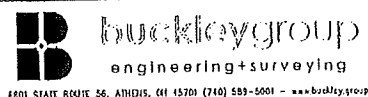
NON-MEMBERS MUST BE
CALLED DIRECTLY

OHEO
Ditches Protection
SERVICE

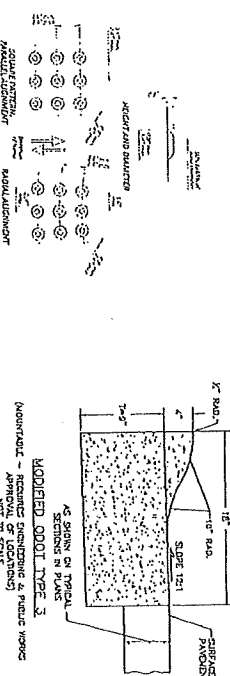


"Call Call a Trillion Times a Day"

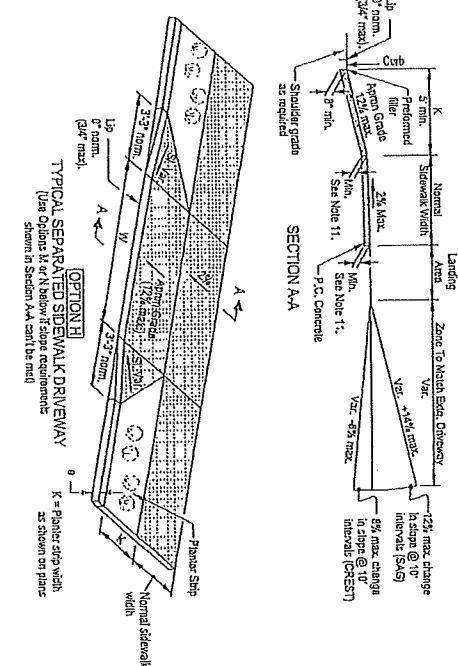
DATE	07/31/2023
TEAM	
DRUM, COX	DRUM, COX
JOE NO. 207228	
SHORT NO	C-1



CITY OF ATHENS	REC'D DATE
ATHENS COUNTY, OHIO	COA INITIAL
	COA NO. 1
	COA NO. 2
	COA NO. 3
	COA NO. 4
	COA NO. 5
	COA NO. 6
	COA NO. 7
	COA NO. 8
	COA NO. 9
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	COA NO. 100

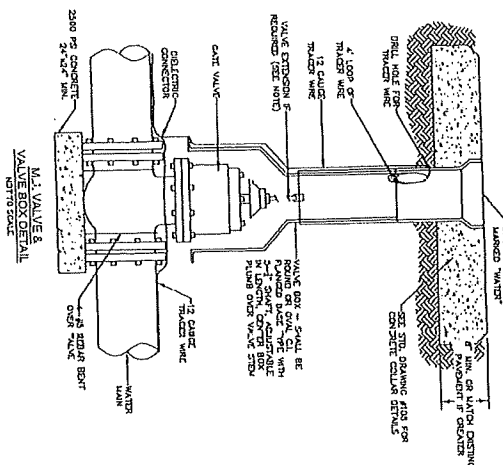
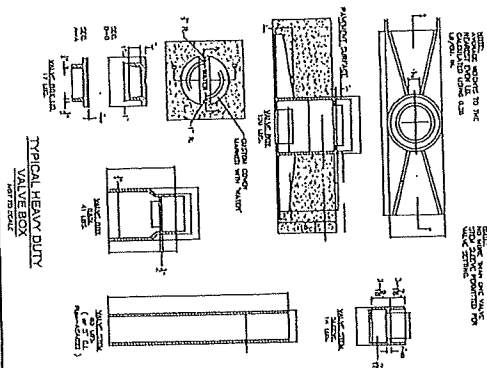


PRODUCTS & COLORS: Color of the detectable warnings should contrast with surrounding concrete walk and ramp. Black is not an acceptable color. Approved products and guidance on color may be found on the Office of Roadway Engineering Service's Detectable Warnings Approved List. Install products as per manufacturer's printed instructions.

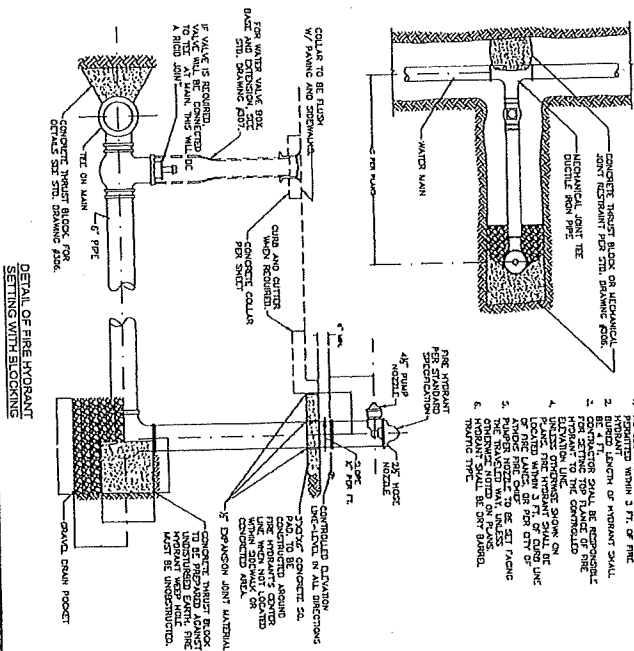


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Page 68 of 139

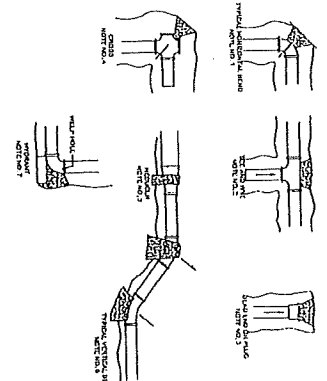
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TYPICAL HEAVY DUTY
VALVE BOX



DETAIL OF FIRE HYDRANT
SETTING WITH BLOCKING

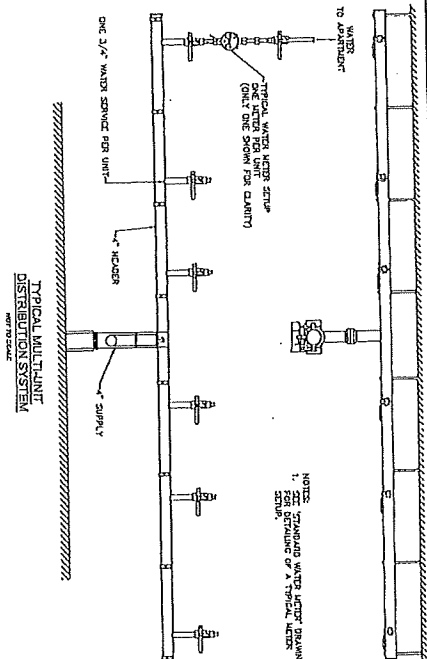
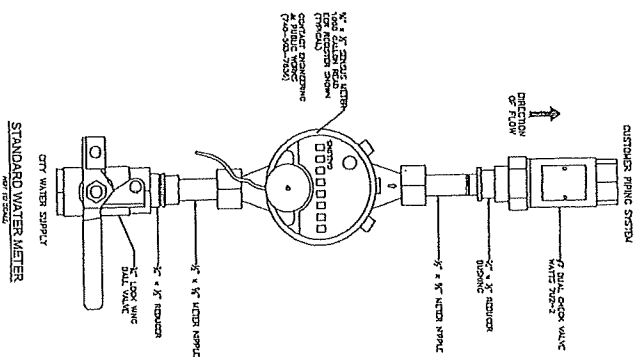
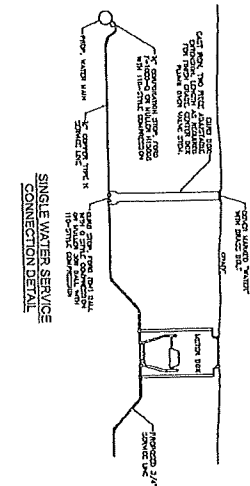
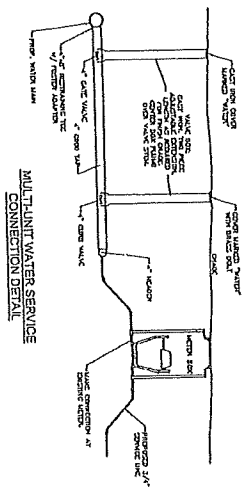
NOTE NO. 1: THE ABOVE INFORMATION IS NOT TO BE RELEASED TO THE PUBLIC WITHOUT THE WRITTEN CONSENT OF THE FBI. IT IS TO BE USED ONLY FOR THE PURPOSES OF THE INVESTIGATION AND NOT TO BE DISCLOSED TO ANY OTHER AGENCY OR INDIVIDUAL WITHOUT THE WRITTEN CONSENT OF THE FBI. IT IS TO BE DESTROYED WHEN NO LONGER NEEDED FOR THE INVESTIGATION.



THRUST BLOCKING

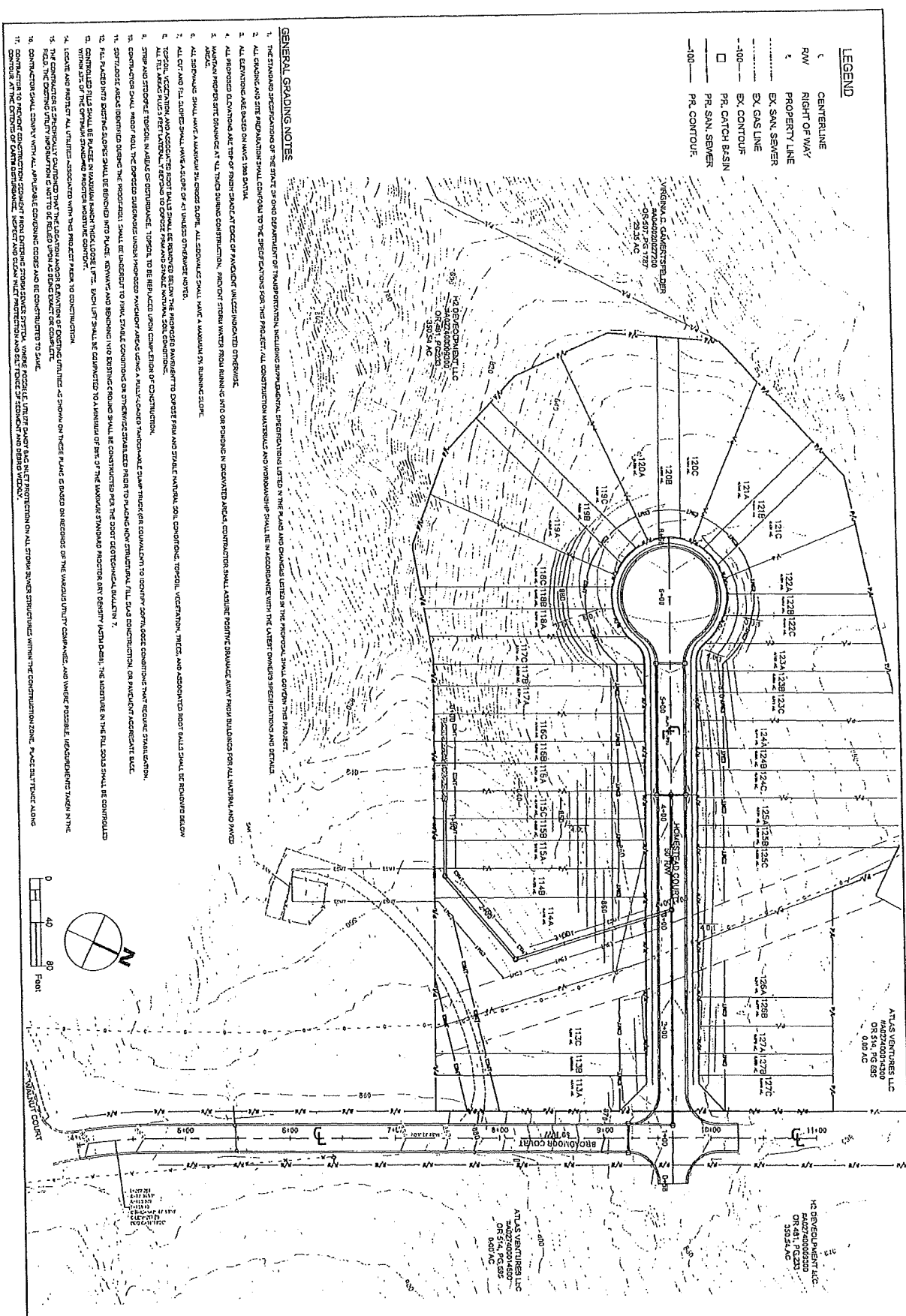
- NOTES
1. OBSERVATIONS WILL BE PERMITTED WITHIN 5 FT. OF PILE
2. HORIZONTAL DISTANCE FROM PILE TO NEAREST SHALL BE 4 FT.
3. PROHIBITIVE SHALL BE EXERCISED HORIZONTAL TO THE CONTROLLED
4. ELEVATION SHALL SHOW ON PLANS FOR HORIZONTAL SHALL BE LOCATED WITHIN 5 FT. OF CIRCUMFERENCE SHALL BE FOR EACH PILE AND
5. PILEHEAD SHALL BE 3 FT. PLACING
6. SHALL BE LOCATED ON PLANS
7. HORIZONTAL SHALL BE 5 FT. BARRIED
8. TRAILING TYPE

[illegible]

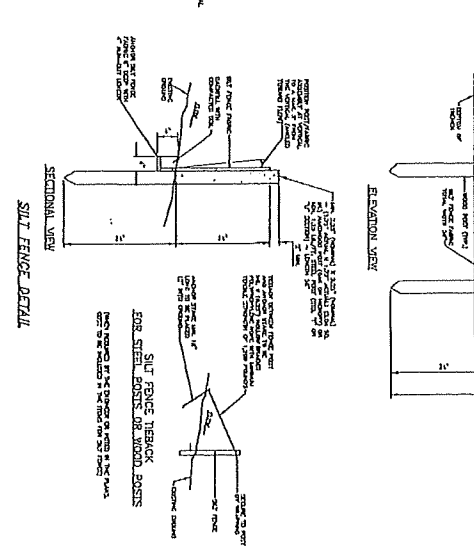


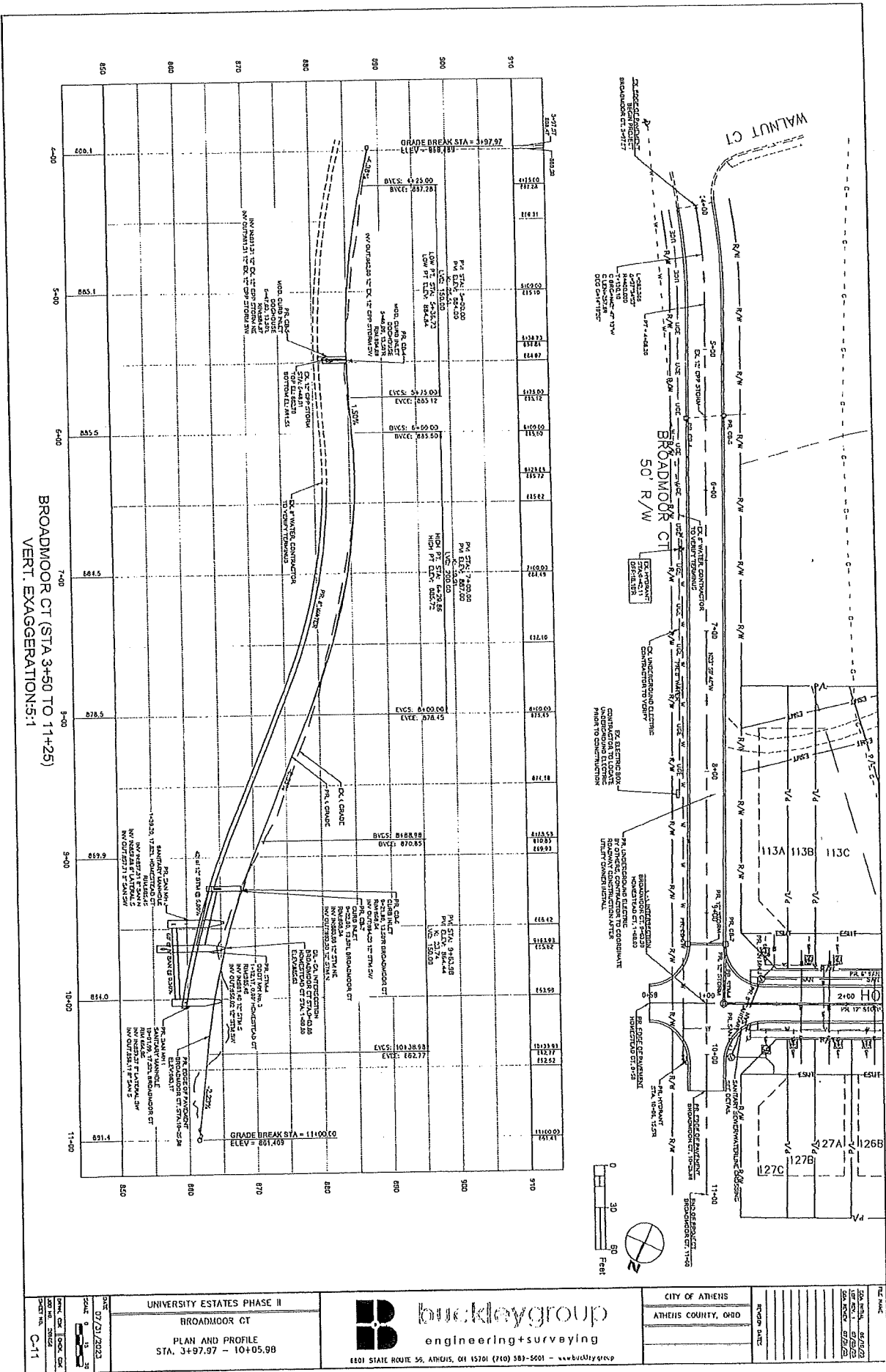
NOTES:
1. STANDARD WATER METER BRANDING
2. SEE TYPING OF A TYPICAL METER

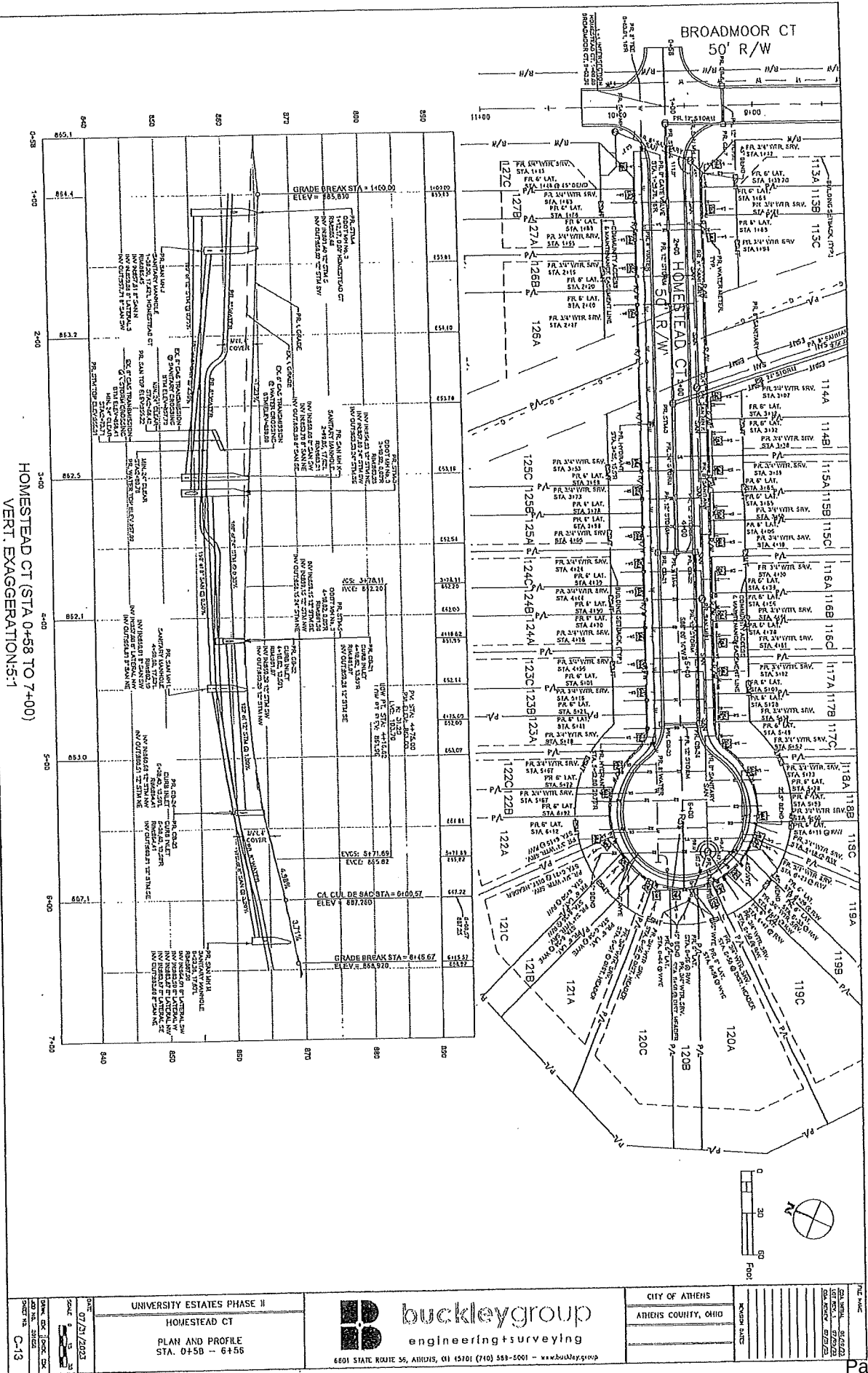
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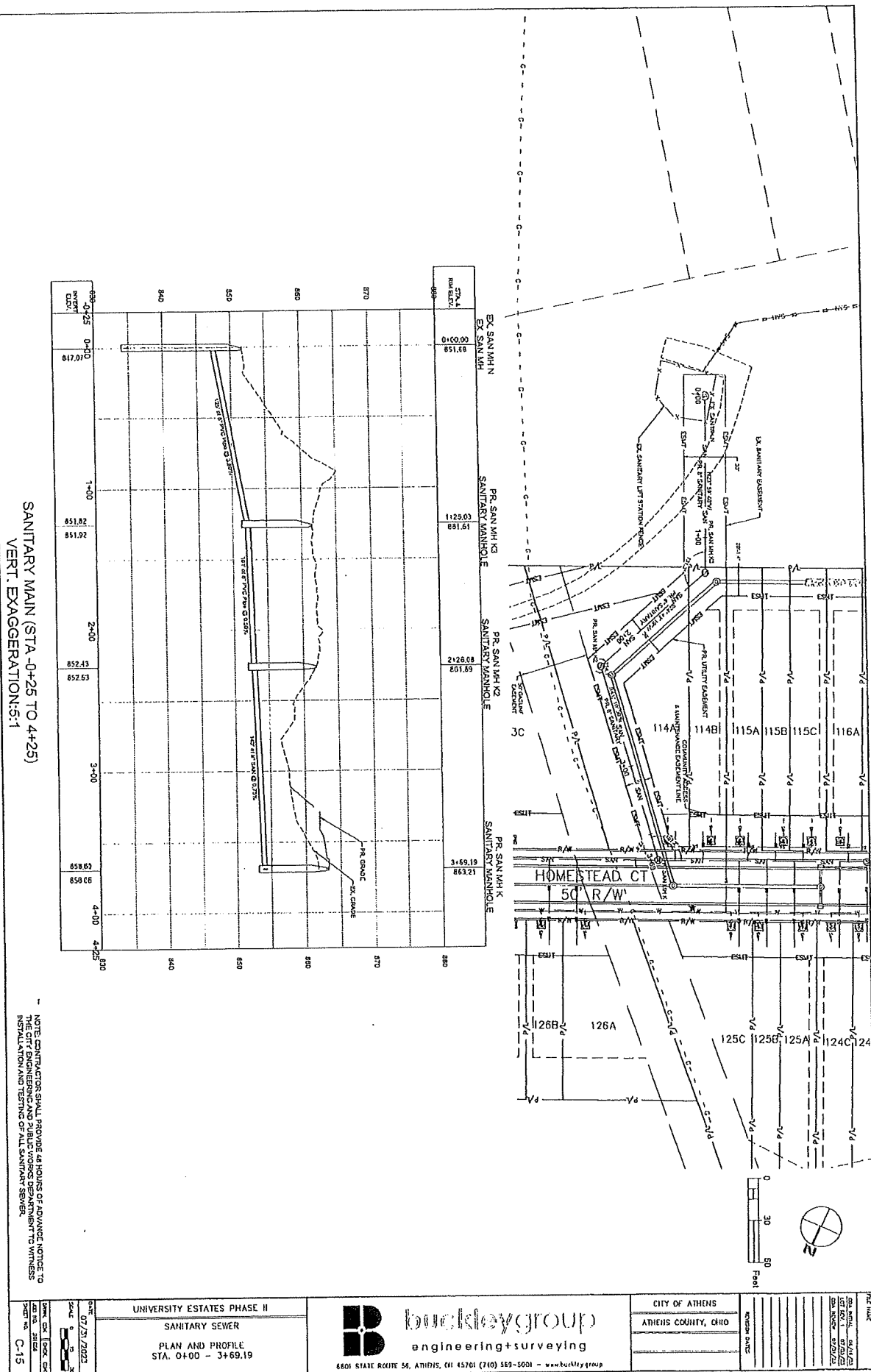


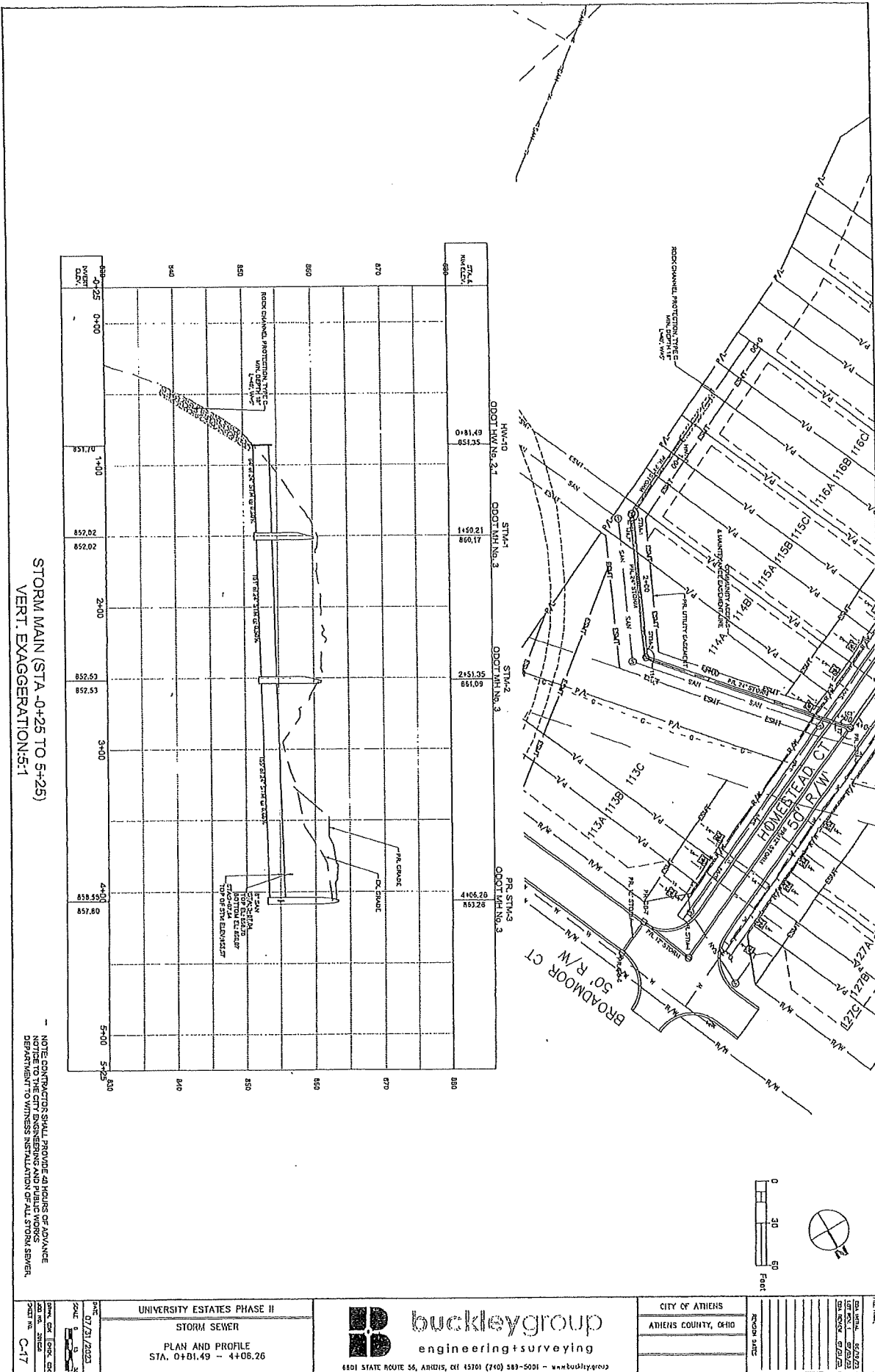
UNIVERSITY ESTATES PHASE II BROADMOOR CT & HOMESTEAD CT GRADING PLAN	 bucklebygroup engineering + surveying 6601 STATE ROUTE 56, ATHENS, OH 45701 (710) 889-5001 • www.bucklebygroup.com	CITY OF ATHENS ATHENS COUNTY, OHIO	DATE: 07/27/2023 BY: [Signature] CHECKED: [Signature] SCALE: AS SHOWN SHEET NO. C-5
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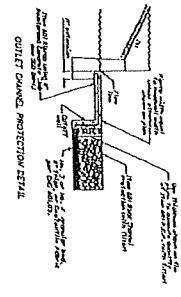




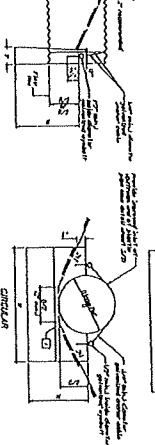
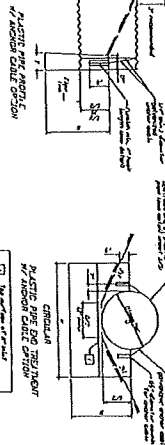




CAST-IN-PLACE IN FOR CORRUGATED PLASTIC PIPE				
DETAIL A				
D	W	H	T	DEPTH
24"	24"	24"	24"	24"
30"	30"	30"	30"	30"
36"	36"	36"	36"	36"
42"	42"	42"	42"	42"
48"	48"	48"	48"	48"
54"	54"	54"	54"	54"
60"	60"	60"	60"	60"
66"	66"	66"	66"	66"
72"	72"	72"	72"	72"
78"	78"	78"	78"	78"
84"	84"	84"	84"	84"
90"	90"	90"	90"	90"
96"	96"	96"	96"	96"
102"	102"	102"	102"	102"
108"	108"	108"	108"	108"
114"	114"	114"	114"	114"
120"	120"	120"	120"	120"

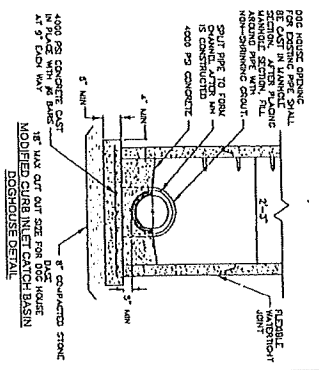


MANHOLE DETAIL

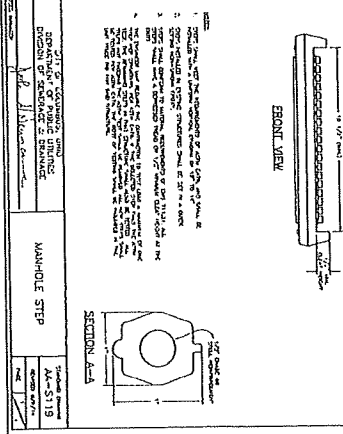


ODOT HWY 21
HA-FLIGHT HEADWALL DETAILS

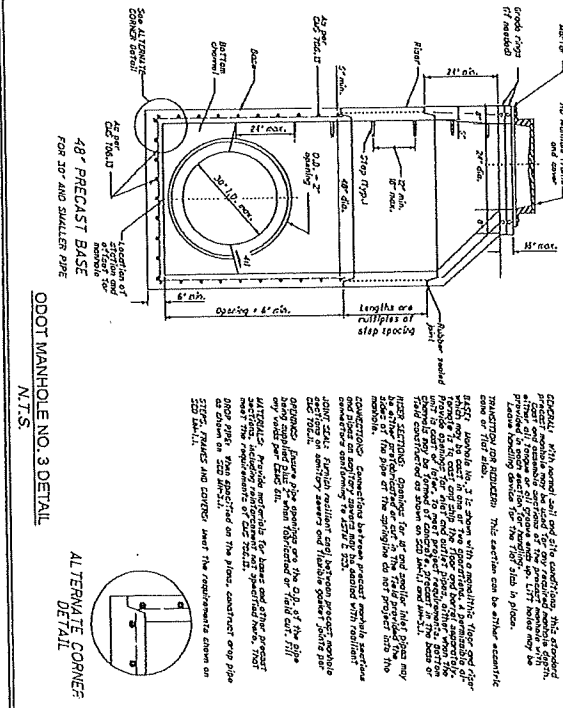
NOTE: CONTRACTOR SHALL PROVIDE 48 HOURS OF ADVANCE NOTICE TO THE CITY ENGINEERING AND PUBLIC WORKS DEPARTMENT TO WITNESS INSTALLATION OF ALL STORM SEWER.



NOTE: The following are the minimum requirements for the installation of the manhole. The manhole shall be installed in accordance with the following requirements: 1. The manhole shall be installed in a straight line with the sewer line. 2. The manhole shall be installed in a location that is accessible for maintenance. 3. The manhole shall be installed in a location that is not subject to flooding. 4. The manhole shall be installed in a location that is not subject to erosion. 5. The manhole shall be installed in a location that is not subject to settlement. 6. The manhole shall be installed in a location that is not subject to vibration. 7. The manhole shall be installed in a location that is not subject to other adverse conditions. 8. The manhole shall be installed in a location that is not subject to other adverse conditions. 9. The manhole shall be installed in a location that is not subject to other adverse conditions. 10. The manhole shall be installed in a location that is not subject to other adverse conditions.

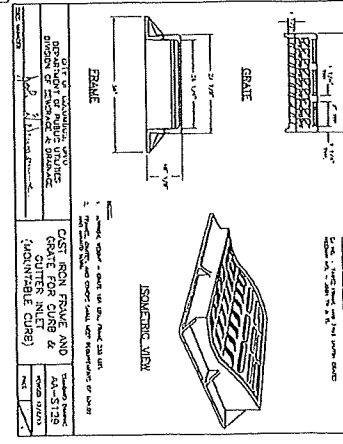


NOTES

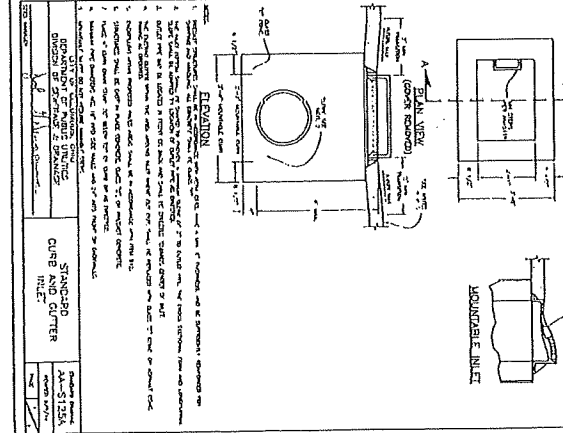


ODOT MANHOLE NO. 3 DETAIL
N.T.S.

ALTERNATE CORNER
DETAIL



ISOMETRIC VIEW



STANDARD
CURB AND GUTTER
INLET

EXHIBIT C

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The City Council, in the TIF Ordinance, has determined that all of the Public Infrastructure Improvements described below and all related costs are “public infrastructure improvements” (as defined in Ohio Revised Code Section 5709.40(A)(8)) and are intended to benefit or serve the parcels of the University Estates Incentive District.

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), and all appurtenances thereto;
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, and burial of overhead utility lines and related improvements, together with all appurtenances thereto; and
- All engineering, architectural, and legal, consulting and professional service fees of the City and the Developer related to the foregoing, this Agreement, or the TIF Ordinance.

EXHIBIT D

FORM OF AMENDED SERVICE PAYMENT DECLARATION

[See Attached]

**FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS AND
CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES,
MINIMUM SERVICE PAYMENT OBLIGATIONS, AND OTHER MATTERS**

UNIVERSITY ESTATES INCENTIVE DISTRICT

THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS AND CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES, MINIMUM SERVICE PAYMENT OBLIGATIONS, AND OTHER MATTERS (this "Declaration") is made and executed as of [] [], 2024 by HOWARD AND LAWSON, LTD. (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant has proposed to develop several parcels of real property specifically identified and depicted on Exhibit A attached hereto (with each such parcel referred to herein individually as a "Parcel" and collectively as the "Project Site") within the corporate boundaries of the City of Athens, Ohio (the "City") by constructing the Development; and

WHEREAS, pursuant to Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the "TIF Statute"), the City Council of the City (the "City Council") passed Ordinance No. 0-103-20 on October 19, 2020 (the "Original TIF Ordinance"), as amended by Ordinance No. 0-42-21 on May 3, 2021 (the "First TIF Ordinance Amendment"), and as further amended by Ordinance No. []-24 on [] [], 2024 (the "Second TIF Ordinance Amendment" and, together with the Original TIF Ordinance and the First TIF Ordinance Amendment, the "TIF Ordinance"), otherwise creating the "University Estates Incentive District" No. 1, No. 2, No. 3, and No. 4 within the City and authorizing a seventy-five percent (75%) exemption from real property taxation with respect to the increase assessed value of the Parcels occurring as a result of the Development for a period of ten (10) years (the "TIF Exemption"), all as further defined by the TIF Ordinance; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.42, the TIF Ordinance requires the present and future owners of the Project Site, including, but not limited to, the Declarant (the "Owners") to make service payments in lieu of taxes (the "Service Payments") to the Athens County Treasurer (the "County Treasurer") for the duration of the TIF Exemption; and

WHEREAS, after passage of the Original TIF Ordinance, the City entered into a Tax Increment Financing Agreement with the Declarant on October 27, 2020 (the "Original TIF Agreement"), as amended by the First TIF Ordinance Amendment (the "First Amended TIF Agreement"), and as further amended by the Second TIF Ordinance Amendment (the "First Amended and Restated TIF Agreement and together with the Original TIF Agreement and the First Amended TIF Agreement the "TIF Agreement"), otherwise requiring the City to reimburse the Declarant for the "Costs of Public Infrastructure Improvements" (as defined by the TIF Agreement) incurred by the Declarant to construct various Public Infrastructure Improvements (as defined by the TIF Ordinance) and the Declarant entered into a *Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes and Other Matters* with respect to Service Payments on the Project Site on October 27, 2020 (the "Original Service Payment Declaration"); and

WHEREAS, as a result of changing market conditions, the Declarant informed the City that the Declarant would no longer be in a financial position to incur the Costs of Public Infrastructure Improvements pursuant to the TIF Agreement; and

WHEREAS, the City has determined that it is willing to provide for the construction of the Public Infrastructure Improvements by incurring the Costs of Public Infrastructure Improvements in order to encourage the Development and, pursuant to the Second TIF Ordinance Amendment, entered into the First Amended and Restated TIF Agreement with the Declarant on [_____] [], 2024, to provide for the allocation of a portion of Service Payments and Minimum Service Payments (as defined herein) to its Costs of Public Infrastructure Improvements in accordance with the TIF Statutes, the TIF Ordinance, and the TIF Agreement; and

WHEREAS, pursuant to the First Amended and Restated TIF Agreement, the Declarant as Owner of the Project Site shall, or has, executed in favor of, and in form and substance acceptable to the City, an option to purchase the Parcels comprising the Project Site (the "Option") to further ensure completion of the Development in order to generate Service Payments and Minimum Service Payments sufficient to pay Costs of Public Infrastructure Improvements; and

WHEREAS, the City has further determined and the Declarant has further agreed pursuant to the First Amended and Restated TIF Agreement, to amend and fully restate the Original Service Payment Declaration with this Declaration such that each Owner of a Parcel specified herein shall have the obligation to make certain payments (the "Minimum Service Payments"), which are "minimum service payment obligations" pursuant to Ohio Revised Code Section 5709.91, all pursuant to a formula specified for each Parcel as described by the Minimum Service Payment Schedule and Formula attached hereto as Exhibit B and incorporated herein; and

WHEREAS, the Declarant agrees that the Option, the Service Payments, and the Minimum Service Payments are necessary to ensure there are sufficient funds to reimburse the City for its Costs of Public Infrastructure Improvements identified by the TIF Agreement.

NOW, THEREFORE, the Declarant, for itself as an Owner and for each successive Owner, hereby declares that the foregoing recitals are incorporated into this Declaration by this reference and that each Parcel owned by an Owner and any improvements thereon will be held, developed, encumbered, leased, occupied, improved, built upon, used, and conveyed subject to the terms and provisions of this Declaration:

Section 1. Use of Defined Terms. In addition to the words and terms elsewhere defined in this Declaration and its Exhibit B, unless the context or use clearly indicates another or different meaning or intent, the defined terms in this Declaration shall have the meaning specified in the TIF Agreement. The City and the Declarant expressly agree that the terms of this Declaration are intended to fully amend and restate the terms of the Original Service Payment Declaration and that the Original Service Payment Declaration shall have no effect as of the date first set forth above.

Section 2. Covenant to Make Service Payments. Except as otherwise expressly specified herein, each Owner shall be responsible to make Service Payments for each Parcel attributable to its period of ownership of that Parcel, all pursuant to and in accordance with the requirements of the TIF Statute, the TIF Ordinance, and the TIF Agreement, and any subsequent amendments or supplements thereto. Service Payments for each Parcel will be made semi-annually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the date on which real property taxes would otherwise be due and payable for each Parcel and will be in the same amount as the real property taxes that would have been charged and payable against the Improvements to each Parcel had the TIF Exemption not been granted, including any penalties and interest. Any late payments will bear penalties and interest at the then-current rate established under Ohio Revised Code Section 323.121 and 5703.47 or any success provisions thereto, as the same may be amended from time to time. No Owner shall enter into a delinquent tax or service payment agreement pursuant to Ohio Revised Code Section 323.31.

Pursuant to Ohio Revised Code Section 5709.42, each Owner's obligations to make the Service Payments shall be and are unconditional, and shall not and cannot be terminated for any cause, and no Owner shall have the right to suspend or set off such Service Payments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction, or damage to the Parcels or the structures of the Parcels, commercial frustration of purpose, or any failure by the City to perform or observe any obligation or covenant, whether express or implied, arising out of or in connection with the TIF Ordinance or the TIF Agreement. No Owner will, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to the Improvement of a Parcel, whether pursuant to Ohio Revised Code Section 5709.42, the TIF Ordinance, or this Declaration. The City and the Declarant agree that the TIF Fund established by the TIF Ordinance shall receive all Service Payments payable to the City.

Section 3. Covenant to Make Minimum Service Payments. Except pursuant to Sections 4 and 10 hereof, each Owner shall make Minimum Service Payments for each Parcel attributable to its period of ownership of that Parcel. On or before March 1 and September 1 of each year commencing as described pursuant to Section 4 of this Declaration, the City shall determine, using the official records of the County Auditor of Athens County, Ohio (the "County Auditor"), the effective real property tax rate (the "Tax Rate") for the Parcels, and using any other official records of the County Auditor and the County Treasurer as may be required by the City from time to time and the Minimum Service Payment Schedule and Formula attached hereto as Exhibit B, the amount of the semi-annual Minimum Service Payments due, if any, for each Parcel, and shall provide notice to the Owners of such determination, including any penalties and interest. With respect to the Parcels, the Owners shall pay the semi-annual Minimum Service Payment applicable to their respective Parcels on or before the date on which real property taxes would otherwise be due and payable for each Parcel, as applicable, by providing notice to the City of such payment and delivering such semi-annual amount to the City at the below address. Any late payments will bear penalties and interest at the then-current rate established under Ohio Revised Code Section 323.121 and 5703.47 or any success provisions thereto, as the same may be amended from time to time.

City of Athens
8 East Washington Street
Athens, Ohio 45701
Attention: City Auditor

In the event the Parcels are subdivided, or are consolidated with any other Parcel, the Minimum Service Payments attributable to those Parcels shall be apportioned among the resulting tax Parcels and all other Parcels based on any reasonable method determined by the City. Regardless of the apportionment method, such apportionment shall be evidenced by an addendum to this Declaration ("Addendum") filed prior to the subdivision or consolidation by the applicable Owner of such Parcel being subdivided or such Parcels being consolidated, which Addendum also shall be approved and executed by the City to evidence its approval of the apportionment of the Minimum Service Payments as required hereunder. If for any reason such apportionment does not occur or such Addendum is not recorded, the applicable Owner shall remain obligated to pay the Minimum Service Payment attributable to such Parcels notwithstanding that an Owner is no longer the Owner of such Parcels.

Section 4. Duration of Minimum Service Payments.

As further described by Exhibit B attached hereto and incorporated herein, the obligation to make Minimum Service Payments with respect to a Parcel shall begin in the Commencement Year applicable to the Phase of the Development for that Parcel and continue for the duration of the TIF Exemption (the "Minimum Service Payment Term"), including as may be further amended from time to time.

Notwithstanding anything to the contrary herein, however, the City shall have the right, in its sole discretion and at any time, to (i) waive any Minimum Service Payment due by any Owner of any Parcel for any Phase of the Development, (ii) terminate any obligation to make Minimum Service Payments with respect to any Owner of any Parcel for any Phase of the Development, (iii) toll any obligation to make Minimum Service Payments with respect to any Owner of any Parcel for any Phase of the Development and re-apply such Minimum Service Payments that would have been due to a subsequent calendar year (including a calendar year beyond the Minimum Service Payment Term), and (iv) unilaterally commence the Minimum Service Payment due by any Owner of any Parcel for any Phase of the Development prior to the Commencement Year associated with the Minimum Service Payment Term where a TIF Exemption with respect to any Phase has not commenced by calendar year July 1, 2034.

Section 5. Exemption Applications. No Additional Exemptions. Each Owner shall prepare and file all necessary applications and supporting documents to obtain the exemption from real property taxation authorized by the TIF Statute and the TIF Ordinance, and to enable the City to collect the Service Payments and Minimum Service Payments in a timely manner.

The Owners shall not apply for any other real property tax exemption for any Parcel without the express, written consent of the City.

Section 6. Provision of Information. Each Owner agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of the TIF Exemption the compliance of each Owner with the terms of the TIF Ordinance, the TIF Agreement, and the TIF Statute. Each Owner further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Ohio Revised Code Section 5709.40(I) to the Director of the Ohio Department of Development on or before March 31 of each year.

Section 7. Reduction in Assessed Value. While the TIF Exemption is in effect, no Owner of a Parcel shall contest or challenge the assessed value of any Parcel without the prior written consent of the City.

Section 8. Additional Covenants. The Declarant, and any succeeding Owner, agrees that:

- A. Any unit constructed on a Parcel will be sold with an initial sale price, determined as follows: Not to exceed \$260,000 in calendar year 2024 and increasing not more than three percent (3%) per year for any succeeding year (i.e., \$267,800 in calendar year 2025, \$275,834 in calendar year 2026, \$284,109 in calendar year 2027, \$292,632 in calendar year 2028, and so forth).

B. Each Parcel must be owner-occupied for a period of not less than five (5) years from the initial sale, and any purchaser must declare such housing unit as their principal resident for tax purposes.

C. Any unit constructed on a Parcel may be rented during the period between the completion of construction and sale, as necessary, prior to the sale to the first buyer of such unit, at which time the covenants described in this Section 8 shall commence.

Section 9. Use of Parcels. Until the end of the TIF Exemption with respect to any Parcel, the Owner of such Parcel shall be prohibited from converting that Parcel to any use that would cause the County Auditor to classify the Parcel as being used for agricultural purposes under Ohio Administrative Code Section 5703-25-10.

Section 10. Automatic Release of Encumbrances. Except as specified in Section 4 hereof, if and when (i) a Parcel is transferred by the Declarant to any other Owner of such Parcel pursuant to an arms-length transaction with a person or entity who is not controlled by, under common control with, or affiliated with the Declarant (each a "Residential Owner"), (ii) such arms-length transaction is evidenced by a recorded instrument of transfer to such Residential Owner reflecting the transfer of one or more completed single-family homes for which the City has issued a certificate of occupancy, and (iii) such one or more completed single-family homes have a true value, as identified by the Athens County Auditor, equal to or exceeding the applicable initial sales price per unit identified by Section 8 hereof in the year of the instrument of transfer, then the Declarant's obligation to make Minimum Service Payments shall terminate automatically and without further action by Declarant with respect to each Parcel so transferred by the Declarant. The covenants contained in this Section 10, including the release of the Minimum Service Payment obligation attributable to Parcels transferred by the Declarant, are subject to the performance by the Declarant of its obligations related to subdivision or consolidation contained in Section 3 of this Declaration.

Notwithstanding anything in this Declaration to the contrary, if and when a Parcel is transferred by the Declarant to any Residential Owner, as evidenced by a recorded instrument of transfer to any Residential Owner, the covenants running with the land described in this Declaration with respect to Service Payments shall continue to apply to such Residential Owner, and this Declaration shall be deemed updated to reflect that such transferred Parcel is so burdened pursuant to Section 2 of this Declaration.

Pursuant to the terms of this Section 10 and its first paragraph written above, if and when a Parcel is transferred by the Declarant to any Residential Owner, as evidenced by a recorded instrument of transfer to any Residential Owner, the covenants running with the land described in this Declaration with respect to Minimum Service Payments shall not apply to such Residential Owner, and this Declaration shall be deemed updated to reflect that such transferred Parcel is not so burdened pursuant to Sections 3 and 4 of this Declaration.

Notwithstanding anything to the contrary herein: (i) portions of the Parcels that may be dedicated, sold, or otherwise transferred for use as public improvements, including, without limitation, as streets or pedestrian walkways, shall be released from the Service Payment and Minimum Service Payment obligation contained in Section 3 upon such dedication, sale, or other transfer to the City and (ii) in the event the City exercises its Option with respect to any Parcel, the obligation to make Service Payments and Minimum Service Payments with respect to that Parcel shall terminate automatically and without further action by any party.

Section 11. Covenants to Run With the Land. Except as specified in Sections 4 and 10 hereof, the Declarant agrees on behalf of itself as an Owner that the covenants contained in this Declaration shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal, or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, against each Parcel and any improvements thereon. The City has the right, in the event of any breach of any covenant herein contained, to exercise all of the rights and remedies and to maintain all actions or suits at law or in equity or in other proper proceedings to which it may be entitled to cure that breach.

Except as specified in Sections 4 and 10 hereof, the Declarant further agrees on behalf of itself as an Owner and each successive Owner that all covenants herein, whether or not these covenants are included by any Owner of a Parcel in any deed to that Owner's successors and assigns, shall be binding upon each subsequent Owner and shall be enforceable by the City, and that any future Owner of that Parcel shall be treated as the Declarant and Owner with respect to that Parcel for all purposes of this Declaration. Except as otherwise expressly specified herein and pursuant to Sections 4 and 10 hereof, the covenants herein will remain in effect so long as the Service Payments and Minimum Service Payments can be collected pursuant to this Declaration, unless otherwise modified or released in writing by the City in a written instrument filed in the official records of the Recorder of Athens County, Ohio.

The covenants herein have priority over all obligations arising from ground leases, other leases, mortgages, trust indentures, bond indentures, and other debt instruments, and any other lien or encumbrance on any Parcel and any improvements thereon, except for such title exceptions as are approved in writing by the City, and each Owner will, upon the request of the City, cause any and all holders of mortgages or other liens existing on each Parcel it owns as of, and after, the time of recording of this Declaration to subordinate such mortgage or lien to those covenants running with the land. The Declarant intends, and the Owners agree, that this Declaration shall not be deemed to be an executory contract terminable in bankruptcy proceedings under Title 11 of the United States Code. Each Owner acknowledges that the provisions of Ohio Revised Code Section 5709.91, which specify that the obligation to make Service Payments and Minimum Service Payments, will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11, including, but not limited to, the priority of the lien and the

collection of the Service Payments and Minimum Service Payments, apply to the Parcels and any improvements thereon.

Section 12. Third-Party Beneficiary. This Declaration shall inure to the benefit of, and be enforceable by, the City.

Section 13. Defeasance. Without in any manner altering the covenants contained herein, the lien created pursuant to Ohio Revised Code Section 5709.91 and this Declaration shall be partially released to the extent Service Payments and Minimum Service Payments are actually paid for any Parcel. Upon payment of all Service Payments and Minimum Service Payments attributable to dates prior to the last day of the Minimum Service Payment Term or Extended Minimum Service Payment Term for each Parcel in each Phase of the Development, as applicable, the lien created pursuant to Ohio Revised Code Section 5709.91 and this Declaration shall be void, otherwise it shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and effective as of the date first set forth above.

DECLARANT:
HOWARD AND LAWSON, LTD.

By: _____

Name: Bret Howard

Title: Developer / Co-Owner

STATE OF OHIO)
) SS:
COUNTY OF ATHENS)

BEFORE ME, a Notary Public in and for said County and State, this [] day of [], 2024, personally appeared Bret Howard, Developer / Co-Owner of HOWARD AND LAWSON, LTD, an Ohio limited liability company, on behalf of the company, who acknowledged that he did sign the foregoing instrument in the capacity indicated and that the same is his respective free act and deed individually and in such capacity. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this [] day of [] [], 2024.

Notary Public

This instrument prepared by:
Price D. Finley, Esq.
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215

Pursuant to Ohio Revised Code Section 5709.91, a “minimum service payment obligation” is an obligation, including a contingent obligation, for a property owner to make a payment to a legislative authority pursuant to an agreement between the property owner and the legislative authority to ensure sufficient funds to finance the expenditures authorized pursuant to the TIF Statute. Pursuant to Ordinance No. []-24 passed on [], 2024 the City Council of the City approved this Declaration and authorized the Service-Safety Director to execute this Declaration as an agreement between the City and the Declarant.

**ACCEPTED AND AGREED:
CITY OF ATHENS, OHIO**

By: _____

Name: Andrew B. Stone

Title: Service-Safety Director

STATE OF OHIO)
) SS:
COUNTY OF ATHENS)

BEFORE ME, a Notary Public in and for said County and State, this [] day of [], 2024, personally appeared Andrew B. Stone, the Service-Safety Director of the CITY OF ATHENS, OHIO, a municipal corporation organized and validly existing under the laws of the State of Ohio, who acknowledged that he did sign the foregoing instrument in the capacity indicated and that the same is his respective free act and deed individually and in such capacity. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this [] day of [], 2024.

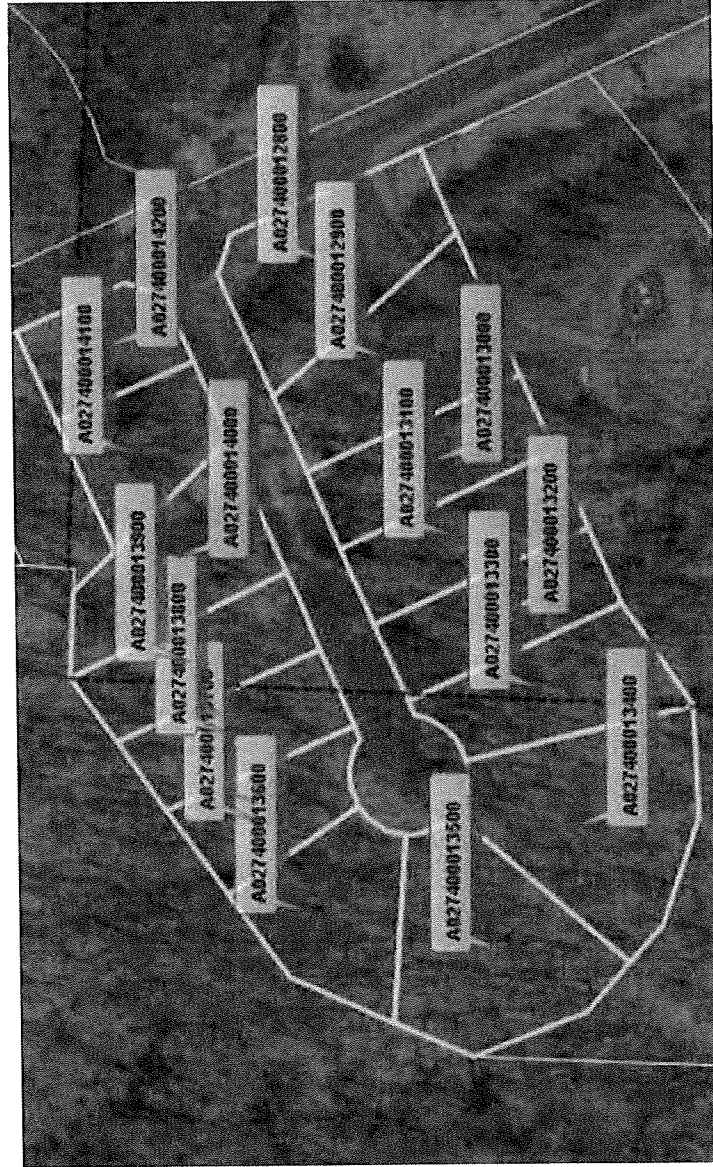
Notary Public

This instrument prepared by:
Price D. Finley, Esq.
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215

EXHIBIT A

PARCELS SUBJECT TO DECLARATION

The Project Site includes the following Parcels identified in the records of the Athens County Auditor, as of calendar year 2024, including as such Parcels may be divided, combined, re-numbered, or otherwise altered from time to time. For the avoidance of doubt, the Parcels included within each, individual University Estates Incentive District are listed below.



Parcel Numbers

Incentive District No.	Included Parcels
University Estates Incentive District No. 1	A027400014100

	A027400014200 A027400012900 A027400012800
University Estates Incentive District No. 2	A027400013700 A027400013800 A027400013900 A027400014000
University Estates Incentive District No. 3	A027400013600 A027400013500 A027400013400
University Estates Incentive District No. 4	A027400013300 A027400013200 A027400013100 A027400013000

EXHIBIT B

MINIMUM SERVICE PAYMENT SCHEDULE AND FORMULA

It is currently anticipated that the Declarant will complete the Development in one or more phases or sub-phases. The exact Minimum Service Payment due by the Declarant, and any Owner, to the City in any calendar year is defined in greater detail below. All capitalized terms not otherwise defined herein shall have the meaning given them by the Declaration to which this Exhibit B is attached:

Phase	Parcels	Projected Assessed Value	Projected Service Payments
1	A027400014100	\$1,050,000.00 [True Value of \$3,000,000.00]	\$[] [To be calculated pursuant to Sections 3 and 4 of this Declaration.]
	A027400014200		
	A027400012900		
	A027400012800		
2	A027400013700	\$1,260,000.00 [True Value of \$3,600,000.00]	\$[] [To be calculated pursuant to Sections 3 and 4 of this Declaration.]
	A027400013800		
	A027400013900		
	A027400014000		
3	A027400013600	\$945,000.00 [True Value of \$2,700,000.00]	\$[] [To be calculated pursuant to Sections 3 and 4 of this Declaration.]
	A027400013500		
	A027400013400		
4	A027400013300	\$1,260,000.00 [True Value of \$3,600,000.00]	\$[] [To be calculated pursuant to Sections 3 and 4 of this Declaration.]
	A027400013200		
	A027400013100		
	A027400013000		

“Phase” means the individual phase of the Development associated with the Parcels listed in the table for that Phase.

“Commencement Year” means the first calendar year in which real property taxes would be due and payable but for a TIF Exemption applicable to a particular Phase.

“*Projected Assessed Value*” means the total assessed valuation of the Improvements upon each Parcel included within each Phase of the Development, as would be calculated for purposes of ad valorem real estate taxation if full build-out with respect to that particular Phase of the Development was otherwise complete.

“*Projected Service Payments*” means the total annual Service Payments, based on the Projected Assessed Value of each Parcel in each Phase, that Owners in each Phase would pay as a result of the TIF Exemption, as shall be calculated by the City pursuant to Sections 3 and 4 of this Declaration for each Phase of the Development beginning in a Commencement Year for the duration of the Minimum Service Payment Term.

“*Minimum Service Payment*” means the semi-annual payment due by any Owner of any Parcel to the City according to the following formula and in accordance with the Declaration:

$$A - B = (C/2)$$

A = Projected Service Payments

B = Minimum Service Payment Credit

C = Minimum Service Payment

The semi-annual Minimum Service Payment charged against the Parcels subject to this Declaration shall be calculated on the basis of the Projected Assessed Value of the Parcels within each Phase of the Development. Except as otherwise provided in Section 4 of the Declaration to which this Exhibit B is attached, Minimum Service Payments with respect to the Parcels included in a particular Phase shall commence in a Commencement Year and continue for the duration of the TIF Exemption applicable to that Phase. The exact Minimum Service Payment due with respect to each Parcel shall be proportionally allocated among the Parcels within each Phase on the basis of the respective Projected Assessed Value of each Parcel.

“*Minimum Service Payment Credit*” means the Service Payments paid by an Owner and actually received by the City with respect to the Improvements to Parcels included within a particular Phase of the Development.

EXHIBIT D

FORM OF AMENDED SERVICE PAYMENT DECLARATION

[See Attached]

**FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS AND
CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES,
MINIMUM SERVICE PAYMENT OBLIGATIONS, AND OTHER MATTERS**

UNIVERSITY ESTATES INCENTIVE DISTRICT

THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS AND CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES, MINIMUM SERVICE PAYMENT OBLIGATIONS, AND OTHER MATTERS (this "Declaration") is made and executed as of [_____] [____], 2024 by HOWARD AND LAWSON, LTD. (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant has proposed to develop several parcels of real property specifically identified and depicted on Exhibit A attached hereto (with each such parcel referred to herein individually as a "Parcel" and collectively as the "Project Site") within the corporate boundaries of the City of Athens, Ohio (the "City") by constructing the Development; and

WHEREAS, pursuant to Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the "TIF Statute"), the City Council of the City (the "City Council") passed Ordinance No. 0-103-20 on October 19, 2020 (the "Original TIF Ordinance"), as amended by Ordinance No. 0-42-21 on May 3, 2021 (the "First TIF Ordinance Amendment"), and as further amended by Ordinance No. [____]-24 on [____] [____], 2024 (the "Second TIF Ordinance Amendment" and, together with the Original TIF Ordinance and the First TIF Ordinance Amendment, the "TIF Ordinance"), otherwise creating the "University Estates Incentive District" No. 1, No. 2, No. 3, and No. 4 within the City and authorizing a seventy-five percent (75%) exemption from real property taxation with respect to the increase assessed value of the Parcels occurring as a result of the Development for a period of ten (10) years (the "TIF Exemption"), all as further defined by the TIF Ordinance; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.42, the TIF Ordinance requires the present and future owners of the Project Site, including, but not limited to, the Declarant (the "Owners") to make service payments in lieu of taxes (the "Service Payments") to the Athens County Treasurer (the "County Treasurer") for the duration of the TIF Exemption; and

WHEREAS, after passage of the Original TIF Ordinance, the City entered into a Tax Increment Financing Agreement with the Declarant on October 27, 2020 (the “Original TIF Agreement”), as amended by the First TIF Ordinance Amendment (the “First Amended TIF Agreement”), and as further amended by the Second TIF Ordinance Amendment (the “First Amended and Restated TIF Agreement and together with the Original TIF Agreement and the First Amended TIF Agreement the “TIF Agreement”), otherwise requiring the City to reimburse the Declarant for the “Costs of Public Infrastructure Improvements” (as defined by the TIF Agreement) incurred by the Declarant to construct various Public Infrastructure Improvements (as defined by the TIF Ordinance) and the Declarant entered into a *Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes and Other Matters* with respect to Service Payments on the Project Site on October 27, 2020 (the “Original Service Payment Declaration”); and

WHEREAS, as a result of changing market conditions, the Declarant informed the City that the Declarant would no longer be in a financial position to incur the Costs of Public Infrastructure Improvements pursuant to the TIF Agreement; and

WHEREAS, the City has determined that it is willing to provide for the construction of the Public Infrastructure Improvements by incurring the Costs of Public Infrastructure Improvements in order to encourage the Development and, pursuant to the Second TIF Ordinance Amendment, entered into the First Amended and Restated TIF Agreement with the Declarant on [_____] [], 2024, to provide for the allocation of a portion of Service Payments and Minimum Service Payments (as defined herein) to its Costs of Public Infrastructure Improvements in accordance with the TIF Statutes, the TIF Ordinance, and the TIF Agreement; and

WHEREAS, pursuant to the First Amended and Restated TIF Agreement, the Declarant as Owner of the Project Site shall, or has, executed in favor of, and in form and substance acceptable to the City, an option to purchase the Parcels comprising the Project Site (the “Option”) to further ensure completion of the Development in order to generate Service Payments and Minimum Service Payments sufficient to pay Costs of Public Infrastructure Improvements; and

WHEREAS, the City has further determined and the Declarant has further agreed pursuant to the First Amended and Restated TIF Agreement, to amend and fully restate the Original Service Payment Declaration with this Declaration such that each Owner of a Parcel specified herein shall have the obligation to make certain payments (the “Minimum Service Payments”), which are “minimum service payment obligations” pursuant to Ohio Revised Code Section 5709.91, all pursuant to a formula specified for each Parcel as described by the Minimum Service Payment Schedule and Formula attached hereto as Exhibit B and incorporated herein; and

WHEREAS, the Declarant agrees that the Option, the Service Payments, and the Minimum Service Payments are necessary to ensure there are sufficient funds to reimburse the City for its Costs of Public Infrastructure Improvements identified by the TIF Agreement.

NOW, THEREFORE, the Declarant, for itself as an Owner and for each successive Owner, hereby declares that the foregoing recitals are incorporated into this Declaration by this reference and that each Parcel owned by an Owner and any improvements thereon will be held, developed, encumbered, leased, occupied, improved, built upon, used, and conveyed subject to the terms and provisions of this Declaration:

Section 1. Use of Defined Terms. In addition to the words and terms elsewhere defined in this Declaration and its Exhibit B, unless the context or use clearly indicates another or different meaning or intent, the defined terms in this Declaration shall have the meaning specified in the TIF Agreement. The City and the Declarant expressly agree that the terms of this Declaration are intended to fully amend and restate the terms of the Original Service Payment Declaration and that the Original Service Payment Declaration shall have no effect as of the date first set forth above.

Section 2. Covenant to Make Service Payments. Except as otherwise expressly specified herein, each Owner shall be responsible to make Service Payments for each Parcel attributable to its period of ownership of that Parcel, all pursuant to and in accordance with the requirements of the TIF Statute, the TIF Ordinance, and the TIF Agreement, and any subsequent amendments or supplements thereto. Service Payments for each Parcel will be made semi-annually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the date on which real property taxes would otherwise be due and payable for each Parcel and will be in the same amount as the real property taxes that would have been charged and payable against the Improvements to each Parcel had the TIF Exemption not been granted, including any penalties and interest. Any late payments will bear penalties and interest at the then-current rate established under Ohio Revised Code Section 323.121 and 5703.47 or any success provisions thereto, as the same may be amended from time to time. No Owner shall enter into a delinquent tax or service payment agreement pursuant to Ohio Revised Code Section 323.31.

Pursuant to Ohio Revised Code Section 5709.42, each Owner's obligations to make the Service Payments shall be and are unconditional, and shall not and cannot be terminated for any cause, and no Owner shall have the right to suspend or set off such Service Payments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction, or damage to the Parcels or the structures of the Parcels, commercial frustration of purpose, or any failure by the City to perform or observe any obligation or covenant, whether express or implied, arising out of or in connection with the TIF Ordinance or the TIF Agreement. No Owner will, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to the Improvement of a Parcel, whether pursuant to Ohio Revised Code Section 5709.42, the TIF Ordinance, or this Declaration. The City and the Declarant agree that the TIF Fund established by the TIF Ordinance shall receive all Service Payments payable to the City.

Section 3. Covenant to Make Minimum Service Payments. Except pursuant to Sections 4 and 10 hereof, each Owner shall make Minimum Service Payments for each Parcel attributable to its period of ownership of that Parcel. On or before March 1 and September 1 of each year commencing as described pursuant to Section 4 of this Declaration, the City shall determine, using the official records of the County Auditor of Athens County, Ohio (the "County Auditor"), the effective real property tax rate (the "Tax Rate") for the Parcels, and using any other official records of the County Auditor and the County Treasurer as may be required by the City from time to time and the Minimum Service Payment Schedule and Formula attached hereto as Exhibit B, the amount of the semi-annual Minimum Service Payments due, if any, for each Parcel, and shall provide notice to the Owners of such determination, including any penalties and interest. With respect to the Parcels, the Owners shall pay the semi-annual Minimum Service Payment applicable to their respective Parcels on or before the date on which real property taxes would otherwise be due and payable for each Parcel, as applicable, by providing notice to the City of such payment and delivering such semi-annual amount to the City at the below address. Any late payments will bear penalties and interest at the then-current rate established under Ohio Revised Code Section 323.121 and 5703.47 or any success provisions thereto, as the same may be amended from time to time.

City of Athens
8 East Washington Street
Athens, Ohio 45701
Attention: City Auditor

In the event the Parcels are subdivided, or are consolidated with any other Parcel, the Minimum Service Payments attributable to those Parcels shall be apportioned among the resulting tax Parcels and all other Parcels based on any reasonable method determined by the City. Regardless of the apportionment method, such apportionment shall be evidenced by an addendum to this Declaration ("Addendum") filed prior to the subdivision or consolidation by the applicable Owner of such Parcel being subdivided or such Parcels being consolidated, which Addendum also shall be approved and executed by the City to evidence its approval of the apportionment of the Minimum Service Payments as required hereunder. If for any reason such apportionment does not occur or such Addendum is not recorded, the applicable Owner shall remain obligated to pay the Minimum Service Payment attributable to such Parcels notwithstanding that an Owner is no longer the Owner of such Parcels.

Section 4. Duration of Minimum Service Payments.

As further described by Exhibit B attached hereto and incorporated herein, the obligation to make Minimum Service Payments with respect to a Parcel shall begin in the Commencement Year applicable to the Phase of the Development for that Parcel and continue for the duration of the TIF Exemption (the "Minimum Service Payment Term"), including as may be further amended from time to time.

Notwithstanding anything to the contrary herein, however, the City shall have the right, in its sole discretion and at any time, to (i) waive any Minimum Service Payment due by any Owner of any Parcel for any Phase of the Development, (ii) terminate any obligation to make Minimum Service Payments with respect to any Owner of any Parcel for any Phase of the Development, (iii) toll any obligation to make Minimum Service Payments with respect to any Owner of any Parcel for any Phase of the Development and re-apply such Minimum Service Payments that would have been due to a subsequent calendar year (including a calendar year beyond the Minimum Service Payment Term), and (iv) unilaterally commence the Minimum Service Payment due by any Owner of any Parcel for any Phase of the Development prior to the Commencement Year associated with the Minimum Service Payment Term where a TIF Exemption with respect to any Phase has not commenced by calendar year July 1, 2034.

Section 5. Exemption Applications. No Additional Exemptions. Each Owner shall prepare and file all necessary applications and supporting documents to obtain the exemption from real property taxation authorized by the TIF Statute and the TIF Ordinance, and to enable the City to collect the Service Payments and Minimum Service Payments in a timely manner.

The Owners shall not apply for any other real property tax exemption for any Parcel without the express, written consent of the City.

Section 6. Provision of Information. Each Owner agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of the TIF Exemption the compliance of each Owner with the terms of the TIF Ordinance, the TIF Agreement, and the TIF Statute. Each Owner further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Ohio Revised Code Section 5709.40(I) to the Director of the Ohio Department of Development on or before March 31 of each year.

Section 7. Reduction in Assessed Value. While the TIF Exemption is in effect, no Owner of a Parcel shall contest or challenge the assessed value of any Parcel without the prior written consent of the City.

Section 8. Additional Covenants. The Declarant, and any succeeding Owner, agrees that:

- A. Any unit constructed on a Parcel will be sold with an initial sale price, determined as follows: Not to exceed \$260,000 in calendar year 2024 and increasing not more than three percent (3%) per year for any succeeding year (i.e., \$267,800 in calendar year 2025, \$275,834 in calendar year 2026, \$284,109 in calendar year 2027, \$292,632 in calendar year 2028, and so forth).

B. Each Parcel must be owner-occupied for a period of not less than five (5) years from the initial sale, and any purchaser must declare such housing unit as their principal resident for tax purposes.

C. Any unit constructed on a Parcel may be rented during the period between the completion of construction and sale, as necessary, prior to the sale to the first buyer of such unit, at which time the covenants described in this Section 8 shall commence.

Section 9. Use of Parcels. Until the end of the TIF Exemption with respect to any Parcel, the Owner of such Parcel shall be prohibited from converting that Parcel to any use that would cause the County Auditor to classify the Parcel as being used for agricultural purposes under Ohio Administrative Code Section 5703-25-10.

Section 10. Automatic Release of Encumbrances. Except as specified in Section 4 hereof, if and when (i) a Parcel is transferred by the Declarant to any other Owner of such Parcel pursuant to an arms-length transaction with a person or entity who is not controlled by, under common control with, or affiliated with the Declarant (each a "Residential Owner"), (ii) such arms-length transaction is evidenced by a recorded instrument of transfer to such Residential Owner reflecting the transfer of one or more completed single-family homes for which the City has issued a certificate of occupancy, and (iii) such one or more completed single-family homes have a true value, as identified by the Athens County Auditor, equal to or exceeding the applicable initial sales price per unit identified by Section 8 hereof in the year of the instrument of transfer, then the Declarant's obligation to make Minimum Service Payments shall terminate automatically and without further action by Declarant with respect to each Parcel so transferred by the Declarant. The covenants contained in this Section 10, including the release of the Minimum Service Payment obligation attributable to Parcels transferred by the Declarant, are subject to the performance by the Declarant of its obligations related to subdivision or consolidation contained in Section 3 of this Declaration.

Notwithstanding anything in this Declaration to the contrary, if and when a Parcel is transferred by the Declarant to any Residential Owner, as evidenced by a recorded instrument of transfer to any Residential Owner, the covenants running with the land described in this Declaration with respect to Service Payments shall continue to apply to such Residential Owner, and this Declaration shall be deemed updated to reflect that such transferred Parcel is so burdened pursuant to Section 2 of this Declaration.

Pursuant to the terms of this Section 10 and its first paragraph written above, if and when a Parcel is transferred by the Declarant to any Residential Owner, as evidenced by a recorded instrument of transfer to any Residential Owner, the covenants running with the land described in this Declaration with respect to Minimum Service Payments shall not apply to such Residential Owner, and this Declaration shall be deemed updated to reflect that such transferred Parcel is not so burdened pursuant to Sections 3 and 4 of this Declaration.

Notwithstanding anything to the contrary herein: (i) portions of the Parcels that may be dedicated, sold, or otherwise transferred for use as public improvements, including, without limitation, as streets or pedestrian walkways, shall be released from the Service Payment and Minimum Service Payment obligation contained in Section 3 upon such dedication, sale, or other transfer to the City and (ii) in the event the City exercises its Option with respect to any Parcel, the obligation to make Service Payments and Minimum Service Payments with respect to that Parcel shall terminate automatically and without further action by any party.

Section 11. Covenants to Run With the Land. Except as specified in Sections 4 and 10 hereof, the Declarant agrees on behalf of itself as an Owner that the covenants contained in this Declaration shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal, or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, against each Parcel and any improvements thereon. The City has the right, in the event of any breach of any covenant herein contained, to exercise all of the rights and remedies and to maintain all actions or suits at law or in equity or in other proper proceedings to which it may be entitled to cure that breach.

Except as specified in Sections 4 and 10 hereof, the Declarant further agrees on behalf of itself as an Owner and each successive Owner that all covenants herein, whether or not these covenants are included by any Owner of a Parcel in any deed to that Owner's successors and assigns, shall be binding upon each subsequent Owner and shall be enforceable by the City, and that any future Owner of that Parcel shall be treated as the Declarant and Owner with respect to that Parcel for all purposes of this Declaration. Except as otherwise expressly specified herein and pursuant to Sections 4 and 10 hereof, the covenants herein will remain in effect so long as the Service Payments and Minimum Service Payments can be collected pursuant to this Declaration, unless otherwise modified or released in writing by the City in a written instrument filed in the official records of the Recorder of Athens County, Ohio.

The covenants herein have priority over all obligations arising from ground leases, other leases, mortgages, trust indentures, bond indentures, and other debt instruments, and any other lien or encumbrance on any Parcel and any improvements thereon, except for such title exceptions as are approved in writing by the City, and each Owner will, upon the request of the City, cause any and all holders of mortgages or other liens existing on each Parcel it owns as of, and after, the time of recording of this Declaration to subordinate such mortgage or lien to those covenants running with the land. The Declarant intends, and the Owners agree, that this Declaration shall not be deemed to be an executory contract terminable in bankruptcy proceedings under Title 11 of the United States Code. Each Owner acknowledges that the provisions of Ohio Revised Code Section 5709.91, which specify that the obligation to make Service Payments and Minimum Service Payments, will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11, including, but not limited to, the priority of the lien and the

collection of the Service Payments and Minimum Service Payments, apply to the Parcels and any improvements thereon.

Section 12. Third-Party Beneficiary. This Declaration shall inure to the benefit of, and be enforceable by, the City.

Section 13. Defeasance. Without in any manner altering the covenants contained herein, the lien created pursuant to Ohio Revised Code Section 5709.91 and this Declaration shall be partially released to the extent Service Payments and Minimum Service Payments are actually paid for any Parcel. Upon payment of all Service Payments and Minimum Service Payments attributable to dates prior to the last day of the Minimum Service Payment Term or Extended Minimum Service Payment Term for each Parcel in each Phase of the Development, as applicable, the lien created pursuant to Ohio Revised Code Section 5709.91 and this Declaration shall be void, otherwise it shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and effective as of the date first set forth above.

DECLARANT:
HOWARD AND LAWSON, LTD.

By: _____

Name: Bret Howard

Title: Developer / Co-Owner

STATE OF OHIO)
) SS:
COUNTY OF ATHENS)

BEFORE ME, a Notary Public in and for said County and State, this [] day of [], 2024, personally appeared Bret Howard, Developer / Co-Owner of HOWARD AND LAWSON, LTD, an Ohio limited liability company, on behalf of the company, who acknowledged that he did sign the foregoing instrument in the capacity indicated and that the same is his respective free act and deed individually and in such capacity. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this [] day of [] [], 2024.

Notary Public

This instrument prepared by:
Price D. Finley, Esq.
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215

Pursuant to Ohio Revised Code Section 5709.91, a “minimum service payment obligation” is an obligation, including a contingent obligation, for a property owner to make a payment to a legislative authority pursuant to an agreement between the property owner and the legislative authority to ensure sufficient funds to finance the expenditures authorized pursuant to the TIF Statute. Pursuant to Ordinance No. []-24 passed on [], 2024 the City Council of the City approved this Declaration and authorized the Service-Safety Director to execute this Declaration as an agreement between the City and the Declarant.

**ACCEPTED AND AGREED:
CITY OF ATHENS, OHIO**

By: _____

Name: Andrew B. Stone

Title: Service-Safety Director

STATE OF OHIO)
) SS:
COUNTY OF ATHENS)

BEFORE ME, a Notary Public in and for said County and State, this [] day of [], 2024, personally appeared Andrew B. Stone, the Service-Safety Director of the CITY OF ATHENS, OHIO, a municipal corporation organized and validly existing under the laws of the State of Ohio, who acknowledged that he did sign the foregoing instrument in the capacity indicated and that the same is his respective free act and deed individually and in such capacity. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this [] day of [], 2024.

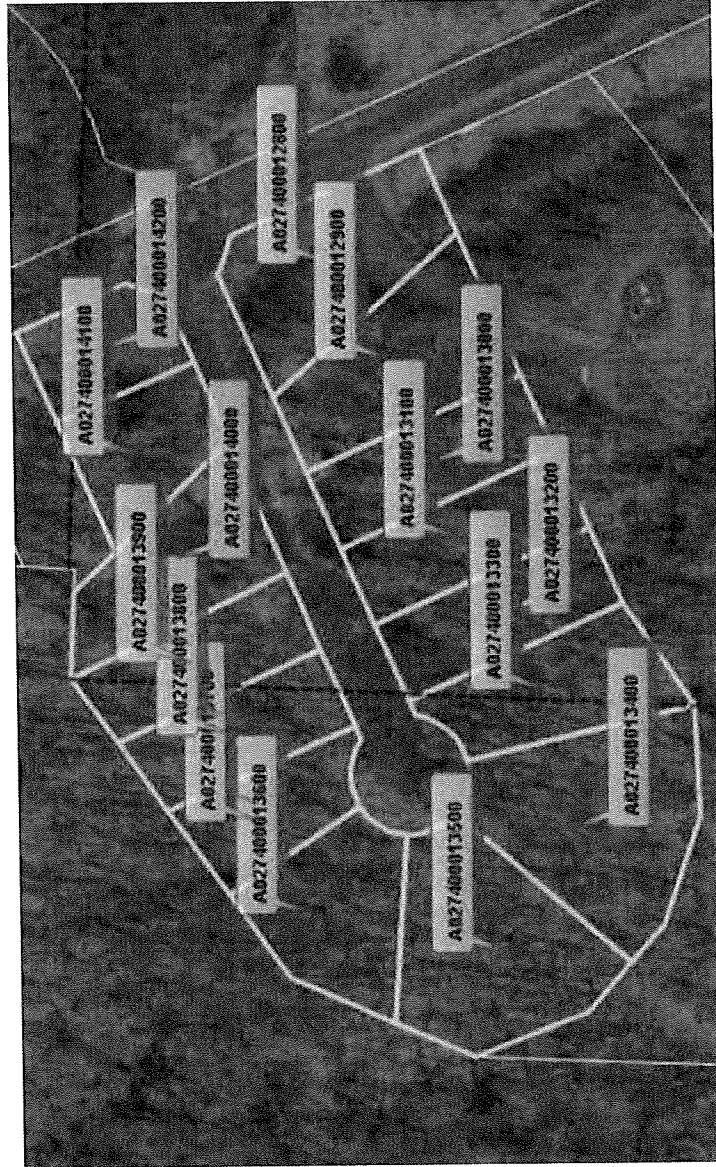
Notary Public

This instrument prepared by:
Price D. Finley, Esq.
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215

EXHIBIT A

PARCELS SUBJECT TO DECLARATION

The Project Site includes the following Parcels identified in the records of the Athens County Auditor, as of calendar year 2024, including as such Parcels may be divided, combined, re-numbered, or otherwise altered from time to time. For the avoidance of doubt, the Parcels included within each, individual University Estates Incentive District are listed below.



Parcel Numbers

Incentive District No.	Included Parcels
University Estates Incentive District No. 1	A027400014100

	A027400014200 A027400012900 A027400012800
University Estates Incentive District No. 2	A027400013700 A027400013800 A027400013900 A027400014000
University Estates Incentive District No. 3	A027400013600 A027400013500 A027400013400
University Estates Incentive District No. 4	A027400013300 A027400013200 A027400013100 A027400013000

EXHIBIT B

MINIMUM SERVICE PAYMENT SCHEDULE AND FORMULA

It is currently anticipated that the Declarant will complete the Development in one or more phases or sub-phases. The exact Minimum Service Payment due by the Declarant, and any Owner, to the City in any calendar year is defined in greater detail below. All capitalized terms not otherwise defined herein shall have the meaning given them by the Declaration to which this Exhibit B is attached:

Phase	Parcels	Projected Assessed Value	Projected Service Payments
1	A027400014100	\$1,050,000.00 [True Value of \$3,000,000.00]	\$[] [To be calculated pursuant to Sections 3 and 4 of this Declaration.]
	A027400014200		
	A027400012900		
	A027400012800		
2	A027400013700	\$1,260,000.00 [True Value of \$3,600,000.00]	\$[] [To be calculated pursuant to Sections 3 and 4 of this Declaration.]
	A027400013800		
	A027400013900		
	A027400014000		
3	A027400013600	\$945,000.00 [True Value of \$2,700,000.00]	\$[] [To be calculated pursuant to Sections 3 and 4 of this Declaration.]
	A027400013500		
	A027400013400		
4	A027400013300	\$1,260,000.00 [True Value of \$3,600,000.00]	\$[] [To be calculated pursuant to Sections 3 and 4 of this Declaration.]
	A027400013200		
	A027400013100		
	A027400013000		

“Phase” means the individual phase of the Development associated with the Parcels listed in the table for that Phase.

“Commencement Year” means the first calendar year in which real property taxes would be due and payable but for a TIF Exemption applicable to a particular Phase.

“*Projected Assessed Value*” means the total assessed valuation of the Improvements upon each Parcel included within each Phase of the Development, as would be calculated for purposes of ad valorem real estate taxation if full build-out with respect to that particular Phase of the Development was otherwise complete.

“*Projected Service Payments*” means the total annual Service Payments, based on the Projected Assessed Value of each Parcel in each Phase, that Owners in each Phase would pay as a result of the TIF Exemption, as shall be calculated by the City pursuant to Sections 3 and 4 of this Declaration for each Phase of the Development beginning in a Commencement Year for the duration of the Minimum Service Payment Term.

“*Minimum Service Payment*” means the semi-annual payment due by any Owner of any Parcel to the City according to the following formula and in accordance with the Declaration:

$$A - B = (C/2)$$

A = Projected Service Payments

B = Minimum Service Payment Credit

C = Minimum Service Payment

The semi-annual Minimum Service Payment charged against the Parcels subject to this Declaration shall be calculated on the basis of the Projected Assessed Value of the Parcels within each Phase of the Development. Except as otherwise provided in Section 4 of the Declaration to which this Exhibit B is attached, Minimum Service Payments with respect to the Parcels included in a particular Phase shall commence in a Commencement Year and continue for the duration of the TIF Exemption applicable to that Phase. The exact Minimum Service Payment due with respect to each Parcel shall be proportionally allocated among the Parcels within each Phase on the basis of the respective Projected Assessed Value of each Parcel.

“*Minimum Service Payment Credit*” means the Service Payments paid by an Owner and actually received by the City with respect to the Improvements to Parcels included within a particular Phase of the Development.

0-70-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE OHIO DEVELOPMENT SERVICES AGENCY.

WHEREAS, said agreement is required to maintain adequate program oversight and ensure that communities understand and adhere to the terms of the agreement in conjunction with the administration of the program; and

WHEREAS, said agreement is effective for a three-year period, beginning January 1, 2024, and ending December 31, 2026, and must be renewed every three years;

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

SECTION I: The Mayor is hereby authorized to enter into an Economic Development Revolving Loan Fund (RLF) Administration Agreement with the Ohio Development Services Agency, a copy of which is attached hereto and incorporated herein by reference.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

State of Ohio
Community Development Block Grant Program
Revolving Loan Fund Administration Agreement

This Economic Development Revolving Loan Fund ("RLF") Administration Agreement ("Agreement") is made and entered into by and between the Ohio Department of Development ("Grantor") and **City of Athens** ("Grantee"), UEIN **M35KQ6832G54**, for the period beginning **Jan. 1, 2024** (the "Effective Date") and ending **Dec. 31, 2026** (the "Termination Date").

Background Information

- A. Grantor, through its Office of Community Infrastructure ("OCI"), administers the federal Community Development Block Grant ("CDBG") program for the State of Ohio.
- B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor to finance eligible activities that may generate Program Income as defined herein.
- C. Grantor has permitted the establishment of Economic Development RLFs within local political subdivisions to meet the primary development goals of:
 - 1. Encouraging the expansion and stability of the economic base of the designated area of the Economic Development RLF.
 - 2. Encouraging increased employment opportunities, particularly for low- and moderate- income (LMI) persons in designated areas of the Economic Development RLF.
 - 3. Supporting community development initiatives with activities that benefit low- and moderate- income persons and aid in the prevention or elimination of slums or blight.
- D. Grantor desires to have Grantee administer an Economic Development RLF using the CDBG Program Income and Grantee desires to administer an Economic Development RLF using the CDBG Program Income for the purposes stated above.
- E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Statement of The Agreement

- 1. **Economic Development Revolving Loan Fund Capitalization.** Grantee shall deposit all Economic Development Program Income into an Economic Development RLF account held by the Grantee.

2. Definitions.

- a. Economic Development RLF is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCI's Program Income Policies and Procedures Manual, available on OCI's Technical Assistance website (<https://development.my.site.com/OCDTA/s/article/Revolving-Loan-Fund-Program-Information>), which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.
 - b. Economic Development Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State-administered CDBG program funds for economic development, downtown revitalization, and microenterprise business development activities.
 - c. CDBG Economic Development RLF Consolidation. Grantee shall consolidate all existing Economic Development RLF, Downtown RLF, and Microenterprise RLF accounts into an Economic Development RLF Account held by the Grantee.
3. **RLF Plan and Use of Funds.** Grantee has adopted an RLF plan that includes the policies and procedures established by Grantor in the OCI **Program Income Policies and Procedures Manual**. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies, and defaults. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCI's **Program Income Policies and Procedures Manual**, the local RLF plan, and the current Ohio Consolidated Plan, which can be found here: <https://development.ohio.gov/community/community-resources/ohio-consolidated-plan>
4. **Project Approvals.** Grantee shall submit to Grantor an RLF loan or grant approval request for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local RLF project.
5. **National Objective Requirements.** Grantor will review the approval request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.
6. **Subrecipient Agreements.** Except under circumstances subject to **Policy Notice 20-04: Use of Subrecipients for Public Services Activities**, Grantee shall not sub-grant or sub-loan the Economic Development Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCI within 15 days of any change in status of the designated administrative agent.

7. **Accounting of RLF Funds.** RLF Funds shall be deposited and maintained in a separate interest-bearing fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.
8. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than 30 days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.
9. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations, and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).
10. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Economic Development Program Income.
 - a. If Grantee proposes to commit Economic Development Program Income to an OCI grant-funded activity for which it is the responsible entity, the environmental procedures associated with the OCI grant shall fulfill the environmental requirements for the Economic Development Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Economic Development Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.
 - b. For any other eligible use of Economic Development Program Income, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for the aggregated activity assisted with Economic Development Program Income. Grantee may not commit Economic Development Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.
11. **Acquisition and Relocation.** Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations set forth in 24 CFR 570.488 and 24 CFR Part 42 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

12. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 29 (f) herein. At least 60 days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.
13. **Records, Access, and Maintenance.** Grantee shall establish and maintain for at least three years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in the [OCI Program Income Policies and Procedures Manual](#). Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 20 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.
14. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
15. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCI Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven days following submission to the FAC, the Grantee must notify Grantor at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached but is not required.

16. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
17. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.
18. **Build America, Buy America.** The grantee certifies that it will comply with the Build America, Buy America provision of the Infrastructure Investment and Jobs Act of 2021- and the regulations at **41 U.S.C. §8303**, to the greatest extent feasible:
- a. Every contract for the construction, alteration, or repair of any public building or public work in the United States in which total federal assistance exceeds \$250,000 shall contain a provision that in the performance of the work the contractor, subcontractors, material men, or supplies shall use only:
 - i. Unmanufactured articles, materials, and supplies that have been mined or produced in the United States.
 - ii. Manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States.
 - b. It will comply with the following domestic preference requirements on a phased implementation schedule according to HUD's Phased Implementation Waiver 6331-N-10A:
 - i. **Effective July 1, 2023:** All iron or steel items used in covered projects must be produced in the United States. This means all manufacturing processes,

from the initial melting stage through the application of coatings, occur in the United States.

- ii. **Effective July 1, 2024:** All manufactured products used in covered projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product.
- iii. **Effective July 1, 2025:** All construction materials used in covered projects must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

19. **Section 3.** The grantee certifies that it will comply with Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**, and will follow the prioritization of effort outlined in **§75.19**:

a. Employment and training.

- i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for opportunities and training described in the above paragraph should be given to:
 - 1. Section 3 workers residing within the service area or the neighborhood of the project.
 - 2. Participants in YouthBuild programs.

b. Contracting.

- i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for contracting opportunities described in the above paragraph should be given to:
 - 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project.
 - 2. YouthBuild programs.

20. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCI's **Program Income Policies and Procedures Manual** and the local RLF plan. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
21. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 20, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
22. **Termination.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
- a. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - i. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - ii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iii. Cancellation of the grant of funds from HUD.
 - b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 21 of this Agreement.
 - c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCI's [Program Income Policies and Procedures Manual](#) which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCI [Program Income Policies and Procedures Manual](#).

23. **Effects of Termination.** Within 60 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
24. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
25. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, their participation in any such action would not be contrary to the public interest. Additional information found in OCI 15-07: Resolving a Potential Conflict of Interest.
26. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
27. **Adherence to State and Federal Laws and Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and

regulations.

- b. Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 28. Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 29. Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
- 30. Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
- 31. Miscellaneous.**

 - a. Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect, and performance.
 - b. Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.

- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Attn: Deputy Chief
Office of Community Infrastructure
Ohio Department of Development
77 South High Street, P.O. Box 1001 Columbus, Ohio 43216-1001
- ii. In the case of Grantee, to:
- City of Athens
8 East Washington Street
Athens, OH 45701-3348
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in Agreement are inserted for convenience

only and shall not be deemed to be a part of Agreement.

- i. **Assignment.** Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If "travel expenses", as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature

Each of the parties has caused this Economic Development Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth, their respective signatures effective as of the Effective Date

Grantee:

City of Athens

Grantor:

State of Ohio
Ohio Department of Development
Lydia L. Mihalik, Director

Authorized Official:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

0-71-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 19 WEST WASHINGTON STREET TO ADD AN AWNING THAT WILL BE LOCATED IN THE CITY RIGHT-OF-WAY OVER THE STOREFRONT WINDOWS.

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 19 West Washington Street, to The Professional Building of Athens, Ohio, Inc., owner, on behalf of applicant Vanessa Kaukomen, River of Time Boutique, to add an awning that will be located in the City right-of-way over the storefront windows, as indicated on the application attached hereto and incorporated herein by reference.

SECTION II: The Professional Building of Athens, Ohio, 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. The Professional Building of Athens, Ohio, 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

(Office Use Only)

Permit #: T4924-000005

Date Rec'd: May 28, 2024

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

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

Contact Information:

1. Applicant	Vanessa Kaukonen River of Time Boutique	Phone	(740) 249-4470
2. Mailing Address	499 Longview Heights Rd	State	OH Zip 45701
3. Email Address	fpman@earthlink.net		
4. Address of Project/Site	19 West Washington Street		
5. Parcel Number:	A027080000200	Zoning Designation:	B2D
5. Property Owner:	The Professional Building - Michael Hansen	Phone:	(614) 296-1522
6. Property Owner Mailing Address:	118 North Columbus Street Sunbury, OH 43074		
6. Project Description:	Awning		

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 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 encroachment of permittee upon property of the City of Athens that is the subject of this Application.

Applicant Signature

Date May 13, 2024

Vanessa L. Kaukonen

Property Owner
Signature

Date May 15, 2024

For Office Use Only

1. Code Enforcement Admin: Signature WA Date May 28, 2024

2. Code Directors Review: ☒ Approved ☐ Refused ☐ Missing Documentation

Remarks:

Signature Date 5-29-24

3. City Engineer Review: ☒ Approved ☐ Refused ☐ Missing Documentation

Remarks:

Signature Date 5-29-24

4. Service Safety Review: ☒ Approved ☐ Refused ☐ Missing Documentation

Remarks:

Signature Date 6/4/24



HANSM1

OR ID: SH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2024

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

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

PRODUCER
Mathews Insurance Inc
240 Columbus Rd, PO Box 970
Athens, OH 45701
Sharon Hickel

740-593-5573

CONTACT NAME: Russ Norris

PHONE (A/C, No, Ext): 740-593-5573

FAX (A/C, No): 740-594-4782

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: BERKSHIRE HATHAWAY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
The Professional Building Of
Athens Ohio
16 W Fountain Ave
Delaware, OH 43015

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			02PRM074848-05	05/29/2024	05/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOG OTHER:						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

General Liability with respects to 19 W. Washington St., Athens, OH.

CERTIFICATE HOLDER:**CANCELLATION**

City of Athens
8 E Washington St
Athens, OH 45701

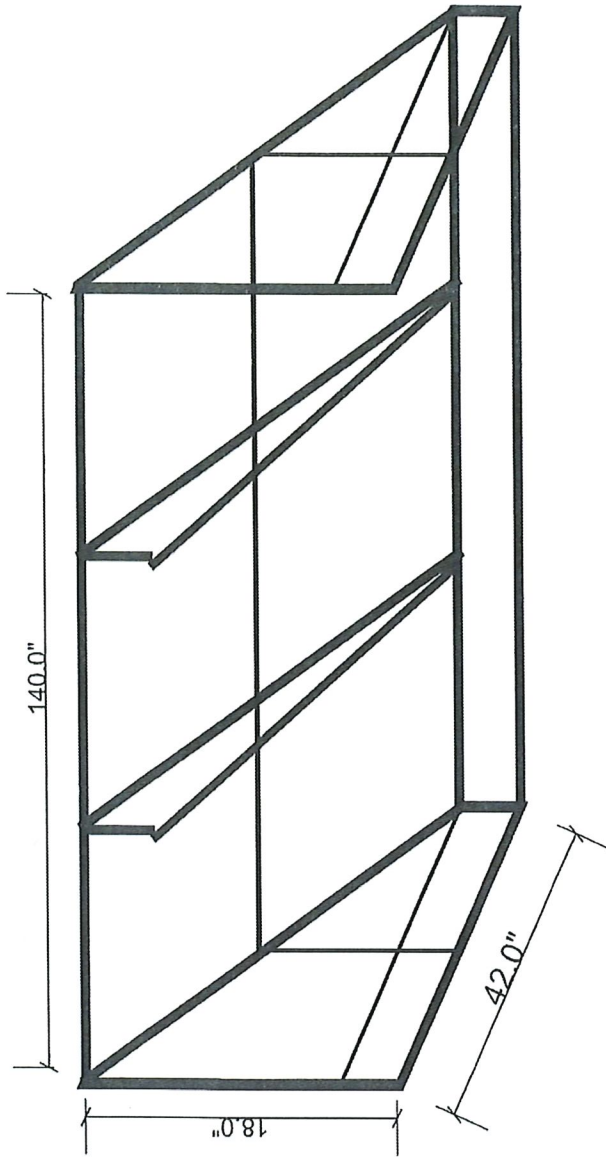
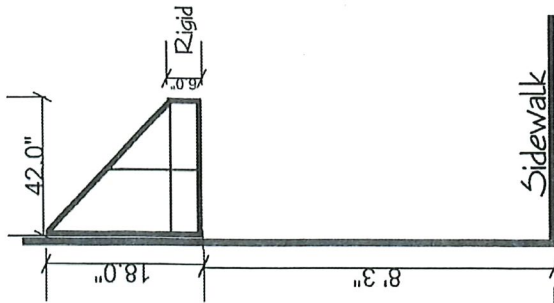
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sharon Hickel

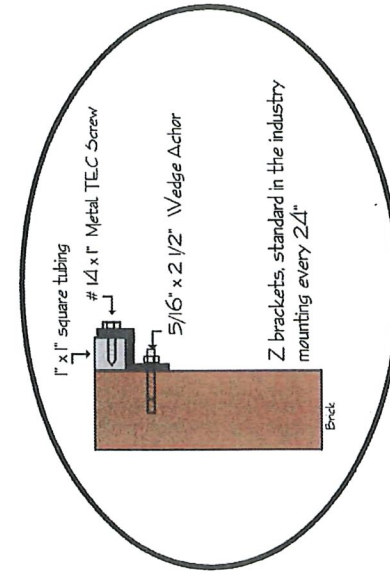
ACORD 26 (2016/03)

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Mounting Detail (Brick Wall)



Specifications:

- Scope: One new fabric shed awning
Fabric: Sunbrella, Jockey Red 4603
Valance: 6" rigid
Framing: Welded aluminum tube, 1" x 1" square
Frame Color: No paint, mill finish aluminum
Graphics: None

Job Description Vanessa Kaukonen

Date 5/22/2024

Estimator Larry VanDyke

Job Location 19 W. Washington St.

PERFORMANCE SIGNS

YOUR COMPLETE SIGN SHOP & WRAP SPECIALISTS
 740.593.6779 • Athens, Ohio

740-593-6779
 740-593-8844 (fax)

Performance Signs 10414 St Rt 550, Athens, Ohio

0-72-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 85 ELMWOOD PLACE, TO REPLACE/REPAIR AN EXISTING FENCE AND POOL HOUSE LOCATED IN THE CITY RIGHT-OF-WAY ON SHANNON AVENUE.

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 85 Elmwood Place, to Tara Bell, owner, to replace/repair an existing fence and pool house located in the City right-of-way on Shannon Avenue, as indicated on the application attached hereto and incorporated herein by reference. Said approval of the use of this special right-of-way permit is contingent upon the property owner replacing the existing sidewalk along the fence and extending it to the curb.

SECTION II: Tara Bell, 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. Tara Bell, 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

RECORD OF ORDINANCES

Government Forms and Supplies (844) 224-3338 FORM NO. SHTFOR11

Ordinance No. **0-73-24** Passed _____, 20____

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL (SOPEC) COMMUNITY GRANT FUNDS FOR SOLAR PROJECT.

WHEREAS, the City of Athens is a member of the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC"), a regional council of governments under Chapter 167 of the Ohio Revised Code; and

WHEREAS, SOPEC exists to serve its members and has conserved funds for community grants; and

WHEREAS, on May 30, 2024, the SOPEC General Assembly (SOPEC General Assembly Member Mayor Steve Patterson recused from deliberations and voting) approved a community grant (Resolution GA 24-21) in an amount of \$41,100.75 for the City of Athens for a rooftop solar project and supporting roof structure, located at the Athens Armory, 2 West Carpenter Street, Athens, Ohio 45701.

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

SECTION I: Athens City Council hereby accepts SOPEC Community Grant funds in the amount of (\$41,100.75) for a rooftop solar project and supporting roof structure located at the Athens Armory, 2 West Carpenter Street, as approved by the SOPEC General Assembly in accordance with Resolution GA 24-21, attached hereto and incorporated herein by reference.

SECTION II: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

GENERAL ASSEMBLY
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL
(DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL)
RESOLUTION
APPROVAL OF COMMUNITY GRANT FOR
THE CITY OF ATHENS

WHEREAS, the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC") exists to serve its members and has conserved funds for grants.

NOW, THEREFORE, BE IT RESOLVED BY THE SOPEC GENERAL ASSEMBLY THAT:

The SOPEC General Assembly hereby ratifies and approves a community grant in an amount of up to \$41,100.75 for the City of Athens for a rooftop solar project and supporting roof structure, located at the Athens Armory, 2 West Carpenter Street, Athens, Ohio 45701.

Secretary's Certification

This resolution was approved by a majority vote of a quorum of the SOPEC General Assembly on:

Date: May 30, 2024

Chairman: _____

Secretary: _____

RECORD OF ORDINANCES

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

Ordinance No. **0-74-24**

Passed _____, 20____

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT CARBON FEE EXPENDITURE FOR CITY OF ATHENS ARMORY SOLAR PROJECT.

WHEREAS, the City of Athens, Ohio is a member of the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC"), a regional council of governments under Chapter 167 of the Ohio Revised Code; and

WHEREAS, SOPEC exists to serve its members; and

WHEREAS, on February 5, 2018, the City of Athens passed Ordinance 14-18 (the "Ordinance") which provided for the creation of a Community Solar Program. To implement the Community Solar Program, the Ordinance authorized the City of Athens to establish a retail carbon fee ("Carbon Fee") for eligible customers within the City of Athens who participate in SOPEC's opt-out governmental electric aggregation program to fund local public solar projects. Specifically, the Ordinance: (1) granted the City of Athens, through SOPEC's opt-out electric governmental aggregation program, the authority to charge the Athens Carbon Fee, which is a 2 mills retail carbon fee for each kilowatt hour ("kWh") of electric consumption used by SOPEC retail electric customers in the City of Athens; (2) authorized the usage of all Athens Carbon Fee revenues to fund local public solar projects; and (3) authorized automatic enrollment for SOPEC retail electric customers for the payment of the Athens Carbon Fee unless such SOPEC retail electric customers elect to opt out; and

WHEREAS, the Ordinance also required the City of Athens, jointly with SOPEC, to develop a plan which addresses the implementation and operation of the Community Solar Program Plan (the "Plan"); and

WHEREAS, On May 8, 2018, through the #3 Advisory Election ("Advisory Election"), the electors of the City of Athens voted to approve the implementation of the Athens Carbon Fee and the Community Solar Program; and

WHEREAS, SOPEC's current competitive retail electric service provider for the SOPEC Program, AEP Energy, agreed to collect the Carbon Fee from SOPEC customers within the jurisdiction of the City of Athens, except for those customers who have elected to opt out of the Carbon Fee. AEP Energy has also agreed to deposit the Carbon Fees in a SOPEC account with an insured bank or other financial institution (the "Public Solar Fund"); and

WHEREAS, the stated procedures of the Plan allow any person enrolled in the Athens Community Solar Program through SOPEC's opt-out electric aggregation program to opt out of the program at any time, without any switching fees; and

WHEREAS, the City of Athens, jointly with SOPEC, and with approval from Athens City Council, will collaborate on identifying opportunities to deploy the Public Solar Funds in accordance with the Plan. Once a project is identified, funds will be deployed in accordance with all procedures outlined in the Plan. Throughout the process, opportunities for public input will be available and encouraged; and

RECORD OF ORDINANCES

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

Ordinance No. **0-74-24 Page 2**

Passed _____, 20____

WHEREAS, the City of Athens, jointly with SOPEC, held two public hearings on the Plan to implement the Athens Community Solar Program. The first hearing was held on Tuesday, December 7, 2021, at noon at the Athens City Hall, 8 E. Washington Street, Athens, Ohio 45701. The second hearing was held on Wednesday, December 8, 2021, at 6:00 pm, during the Athens Community Solar Open House, from 5:30 pm to 7:00 pm at the Athens Community Center, 701 E. State Street, Athens, Ohio 45701; and

WHEREAS, that the Athens Community Solar Program Plan, in accordance with City of Athens Ordinance 0-14-18, was ratified and approved as Resolution BOD 21-23 by the SOPEC Board of Directors on December 14, 2021; and

WHEREAS, the City of Athens identified the following project for the utilization of Athens Carbon Fee funds: a rooftop solar project and supporting roof structure at the City's Armory; and

WHEREAS, on May 30, 2024, the SOPEC General Assembly (SOPEC General Assembly Member Mayor Steve Patterson recused from deliberations and voting) approved the Athens Carbon Fee expenditure (Resolution GA 24-22) in the amount of \$271,114.35 for a rooftop solar project and supporting roof structure, located at the Athens Armory, 2 West Carpenter Street, Athens, Ohio 45701.

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

SECTION I: Athens City Council hereby accepts the Athens Carbon Fee expenditure in the amount of (\$271,114.35) for a rooftop solar project and supporting roof structure located at the Athens Armory, 2 West Carpenter Street, Athens, Ohio 45701, as approved by the SOPEC General Assembly, in accordance with Resolution GA 24-22, attached hereto and incorporated herein by reference.

SECTION II: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

GENERAL ASSEMBLY
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL
(DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL)
RESOLUTION
APPROVAL OF CARBON FEE EXPENDITURE FOR
CITY OF ATHENS SOLAR PROJECT

WHEREAS, on February 5, 2018, the City of Athens passed Ordinance 0-14-18 (the "Ordinance") which provided for the creation of a Community Solar Program. To implement the Community Solar Program, the Ordinance authorized the City of Athens to establish a retail carbon fee ("Carbon Fee") for eligible customers within the City who participate in Sustainable Ohio Public Energy Council's ("SOPEC") opt-out governmental electric aggregation program to fund local public solar projects. Specifically, the Ordinance: (1) granted the City of Athens, through SOPEC's opt-out electric governmental aggregation program, the authority to charge the Athens Carbon Fee, which is a 2 mills retail carbon fee for each kilowatt hour ("kWh") of electric consumption used by SOPEC retail electric customers in the City of Athens; (2) authorized the usage of all Athens Carbon Fee revenues to fund local public solar projects; and (3) authorized automatic enrollment for SOPEC retail electric customers for the payment of the Athens Carbon Fee unless such SOPEC retail electric customers elect to opt out; and

WHEREAS, the Ordinance also required the City, jointly with SOPEC, to develop a plan which addresses the implementation and operation of the Community Solar Program Plan (the "Plan"); and

WHEREAS, On May 8, 2018, through the #3 Advisory Election ("Advisory Election"), the electors of the City of Athens voted to approve the implementation of the Athens Carbon Fee and the Community Solar Program; and

WHEREAS, SOPEC's current competitive retail electric service provider for the SOPEC Program, AEP Energy, agreed to collect the Carbon Fee from SOPEC customers within the jurisdiction of the City, except for those customers who have elected to opt out of the Carbon Fee. AEP Energy has also agreed to deposit the Carbon Fees in a SOPEC account with an insured bank or other financial institution (the "Public Solar Fund"); and

WHEREAS, the stated procedures of the Plan allow any person enrolled in the Athens Community Solar Program through SOPEC's opt-out electric aggregation program to opt out of the program at any time, without any switching fees; and

WHEREAS, the City of Athens, jointly with SOPEC, and with approval from Athens City Council, will collaborate on identifying opportunities to deploy the Public Solar Funds in accordance with the Plan. Once a project is identified, funds will be deployed in accordance with all procedures outlined in the Plan. Throughout the process, opportunities for public input will be available and encouraged; and

WHEREAS, the City of Athens, jointly with the SOPEC, held two public hearings on the Plan to implement the Athens Community Solar Program. The first hearing was held on Tuesday, December 7th at noon at the Athens City Hall, 8 E. Washington Street, Athens, Ohio 45701. The second hearing was held on Wednesday, December 8th at 6:00 pm, during the Athens Community Solar Open House, from 5:30 pm to 7:00 pm at the Athens Community Center, 701 E. State Street, Athens, Ohio 45701; and

WHEREAS, that the Athens Community Solar Program Plan, in accordance with City of Athens Ordinance 0-14-18, was ratified and approved as Resolution BOD 21-23 by this Board of Directors on December 14, 2021; and

WHEREAS, the City of Athens identified the following project for the utilization of Athens Carbon Fee funds: rooftop solar project located at the Athens Armory, 2 West Carpenter Street, Athens, Ohio 45701.

NOW, THEREFORE, BE IT RESOLVED BY THE SOPEC GENERAL ASSEMBLY THAT:

The City of Athens Carbon Fee expenditure in an amount of up to \$271,114.35 for a rooftop solar project, located at the Athens Armory, 2 West Carpenter Street, Athens, Ohio 45701, is hereby ratified and approved by this SOPEC General Assembly.

Secretary's Certification

This resolution was approved by a majority vote of a quorum of the SOPEC General Assembly on:

Date: May 30, 2024

Chairman: _____

Secretary: _____

RECORD OF ORDINANCES

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

Ordinance No. **0-75-24** Passed _____, 20____

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT CITY OF ATHENS PUBLIC PRICING PROGRAM CARBON FEE EXPENDITURE FOR CITY OF ATHENS SOLAR PROJECT.

WHEREAS, the City of Athens, Ohio is a member of the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC"), a regional council of governments under Chapter 167 of the Ohio Revised Code; and

WHEREAS, SOPEC exists to serve its members; and

WHEREAS, SOPEC has a program called the Public Pricing Program (P3), which is an opt-in electric supply rate program for public-sector utility customers, including local governments (cities, villages, counties, townships), nonprofit organizations, faith-based entities, and public agencies with service located in a SOPEC member community; and

WHEREAS, the City of Athens utilizes the Public Pricing Program for governmental electricity accounts; and

WHEREAS, on February 5, 2018, the City of Athens passed Ordinance 0-14-18 (the "Ordinance") which provided for the creation of a Community Solar Program; and

WHEREAS, in solidarity with the Athens Community Solar Program through SOPEC's opt-out electric aggregation, the City of Athens self-imposed a similar Carbon Fee for its accounts in the Public Pricing Program; and

WHEREAS, SOPEC's current competitive retail electric service provider for the SOPEC Program, AEP Energy, also agreed to collect the self-imposed similar Carbon Fee for its accounts in the Public Pricing Program in a SOPEC account with an insured bank or other financial institution; and

WHEREAS, the City of Athens identified the following project for the utilization of City of Athens Public Pricing Program Athens Carbon Fee funds: rooftop solar project located at the Athens Armory, 2 West Carpenter Street, Athens, Ohio 45701; and

WHEREAS, on May 30, 2024, the SOPEC General Assembly (SOPEC General Assembly Member Mayor Steve Patterson recused from deliberations and voting) approved the City of Athens Public Pricing Program Carbon Fee Expenditure for City of Athens Solar Project (Resolution GA 24-23) in the amount of \$35,151.59 for a

RECORD OF ORDINANCES

Government Forms and Supplies (844) 224-3338 FORM NO. SHTAOR11

Ordinance No. **0-75-24 Page 2** Passed _____, 20____

rooftop solar project and supporting roof structure, located at the Athens Armory, 2 West Carpenter Street, Athens, Ohio 45701.

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

SECTION I: Athens City Council hereby accepts as part of the Athens Public Pricing Program, a Carbon Fee expenditure in the amount of (\$35,151.59) for a rooftop solar project and supporting roof structure located at the Athens Armory, 2 West Carpenter Street, Athens, Ohio 45701, as approved by the SOPEC General Assembly, in accordance with Resolution GA 24-23, attached hereto and incorporated herein by reference.

SECTION II: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

**GENERAL ASSEMBLY
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL
(DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL)**

RESOLUTION

**APPROVAL OF CITY OF ATHENS PUBLIC PRICING PROGRAM
CARBON FEE EXPENDITURE FOR CITY OF ATHENS SOLAR PROJECT**

WHEREAS, the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC") exists to serve its members; and

WHEREAS, the City of Athens is a member of SOPEC; and

WHEREAS, SOPEC has a program called the Public Pricing Program (P3), which is an opt-in electric supply rate program for public-sector utility customers, including local governments (cities, villages, counties, townships), non-profit organizations, faith-based entities, and public agencies with service located in a SOPEC member community; and

WHEREAS, the City of Athens utilizes the Public Pricing Program for governmental electricity accounts; and

WHEREAS, on February 5, 2018, the City of Athens passed Ordinance 0-14-18 (the "Ordinance") which provided for the creation of a Community Solar Program; and

WHEREAS, in solidarity with the Athens Community Solar Program through SOPEC's opt-out electric aggregation, the City of Athens self-imposed a similar Carbon Fee for its accounts in the Public Pricing Program; and

WHEREAS, SOPEC's current competitive retail electric service provider for the SOPEC Program, AEP Energy, also agreed to collect the self-imposed similar Carbon Fee for its accounts in the Public Pricing Program in a SOPEC account with an insured bank or other financial institution; and

WHEREAS, the City of Athens identified the following project for the utilization of City of Athens Public Pricing Program Athens Carbon Fee funds: rooftop solar project located at the Athens Armory, 2 West Carpenter Street, Athens, Ohio 45701.

NOW, THEREFORE, BE IT RESOLVED BY THE SOPEC GENERAL ASSEMBLY THAT:

The City of Athens Public Pricing Program Athens Carbon Fee expenditure in an amount of up to \$35,151.59 for a rooftop solar project, located at the Athens Armory, 2 West Carpenter Street, Athens, Ohio 45701, is hereby ratified and approved by this SOPEC General Assembly.

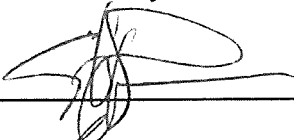
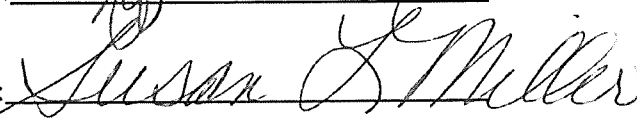
Secretary's Certification

This resolution was approved by a majority vote of a quorum of the SOPEC General Assembly on:

Date: May 30, 2024

Chairman: _____

Secretary: _____

0-76-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING AN INTERFUND TRANSFER; AND DIRECTING SAID FUNDS TO THE ATHENS COMMUNITY IMPROVEMENT CORPORATION.

WHEREAS, the SOPEC General Assembly has approved a community grant and carbon fee expenditures in the amount of (\$347,366.69) in support of the Athens Armory rooftop solar project;

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

SECTION I: The 2024 Appropriation Ordinance 130-23 is hereby amended by appropriating from the unappropriated balance the sum of Three Hundred Forty-Seven Thousand Three Hundred Sixty-Six and 69/100 Dollars (\$347,366.69) to General Fund, Other Administrative, 101.120, T.C. 600, for transfer, and increasing the total appropriations by said amount.

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

FROM	TO	AMOUNT
General Fund, 101.120	ACIC Fund, 906	\$347,366.69

SECTION III: 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