



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

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

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

1. Public Hearing:

- Recommendation from the Athens City Planning Commission to Amend the City's Zoning Code Schedule of Bulk Controls, Front Yard Setback, and to Remove the Ground Story Height of Terraces, Steps, or Stoops (0-88-24).

2. Committee of the Whole

- Street Closure (Cool Digs, Union Street)

3. Establish Quorum

4. Disposition of Minutes:

- Regular Session of City Council held: September 16, 2024

5. Communications

6. Reports and Communications from Other Elected Officials

7. Ordinances for Third Reading:

- **0-84-24**
AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23;
AND AUTHORIZING AN INTERFUND TRANSFER.
Introduced by Council Member Risner
- **0-86-24**
AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT
AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES (AFSCME) LOCAL 2403(1) CONCERNING WAGES
AND WORKING CONDITIONS.
Introduced by the Finance & Personnel Committee

- **0-87-24**
AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 21, SUBDIVISION REGULATIONS, CHAPTERS 21.03, APPLICATION, PROCEDURE FOR SUBDIVISION APPROVAL, 21.04, DESIGN AND CONSTRUCTION STANDARDS, AND 21.10, HILLSIDE REGULATIONS.
Introduced by Council Member Swank
- **0-88-24**
AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 23, ZONING, CHAPTER 23.03, GENERAL REGULATIONS AND PERMITTED MODIFICATIONS, SECTIONS 23.03.08(C), YARD REGULATIONS, AND 23.03.14, FENCES, WALLS, TERRACES, AND STOOPS; AND TABLE A, SCHEDULE OF BULK CONTROLS.
Introduced by Council Member Swank
- **0-89-24**
AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNEXATION AGREEMENT WITH THE ATHENS TOWNSHIP TRUSTEES FOR PROPERTY LOCATED EAST OF CABLE LANE.
Introduced by Council Member Swank
- **0-90-24**
AN ORDINANCE AMENDING TITLE 7, TRAFFIC CODE, SECTIONS 7.02.11, 7.02.17, 7.02.23, 7.03.07, 7.03.07.1, 7.03.25, 7.04.58, AND 7.05.31; AND REPEALING ALL ORDINANCES INCONSISTENT THEREWITH.
Introduced by All Members of Council
- **0-91-24**
AN ORDINANCE AMENDING TITLE 13, GENERAL OFFENSES, SECTIONS 13.02.04, 13.03.01, 13.05.01, 13.05.08, AND 13.05.13; AND REPEALING ALL ORDINANCES INCONSISTENT THEREWITH.
Introduced by All Members of Council
- **0-92-24**
AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23.
Introduced by Council Member Risner
- **0-93-24**
AN ORDINANCE AMENDING ORDINANCES 74-21, 116-22, and 36-24; AUTHORIZING ATHENS UPTOWN DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) HOURS OF OPERATION.
Introduced by Council Member Thomas

8. Ordinance for Second Reading:

0-94-24

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

9. Ordinances for First Reading:

0-95-24

AN ORDINANCE AUTHORIZING DISPOSAL OF EQUIPMENT AND VEHICLES NO LONGER NEEDED FOR A MUNICIPAL PURPOSE.

Introduced by Council Member Spjeldnes

0-96-24

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A BUYOUT AGREEMENT FOR THE CARPORT-MOUNTED SOLAR ARRAY AT THE COMMUNITY CENTER.

Introduced by Council Member McCarey

0-97-24

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 5, PUBLIC UTILITIES, CHAPTER 5.07, STORM WATER REGULATIONS, SECTIONS 5.07.14, APPEAL OF NOTICE OF VIOLATION, AND 5.07.15, ENFORCEMENT MEASURES AFTER APPEAL.

Introduced by Council Member McCarey

0-98-24

AN ORDINANCE APPROVING THE ATHENS-HOCKING SOLID WASTE MANAGEMENT PLAN.

Introduced by All Members of Council

0-99-24

AN ORDINANCE AMENDING ORDINANCE 15-24, AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO CLOSE STREETS IN THE UPTOWN AREA FOR SPECIAL EVENTS DURING THE 2024 CALENDAR YEAR, AND TO CHANGE REQUESTED DATES OR CANCEL EVENTS AS NECESSARY.

Introduced by Council Member Swank

0-100-24

AN ORDINANCE AMENDING ORDINANCE 16-24, SUSPENDING THE ENFORCEMENT OF ATHENS CITY CODE CHAPTER 11.04, VENDING, PEDDLING AND SOLICITING, TO ALLOW VENDING IN DESIGNATED EVENT AREAS.

Introduced by Council Member Swank

10. Resolution for Third Reading

- **R-06-24**

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

Introduced by Council Member Risner

11. Announcements & Other Business:

- Remove From the Table: Reappointments to the Board of Zoning Appeals

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

13. Executive Session:

- Two Items of Pending Litigation

14. Adjournment

Sam Crawl
President of Council

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

0-84-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

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

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

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

Fifteen Thousand Four Hundred Dollars (\$15,400.00) to General Fund, Municipal Court, 101.106, T.C. 300, for balance of payment on the 2024 Public Defender Agreement;

Two Thousand Eight Hundred Six and 02/100 Dollars (\$2,806.02) to General Fund, Police, 101.207, T.C. 500, and Three Thousand Five Hundred Twenty-Three and 98/100 (\$3,523.98) to Law Administration Building Improvements Fund, 585, T.C. 500, and closing out said fund, to replace a mount and tablet in a cruiser, and infrastructure for an EV charger for a new cruiser;

Twelve Thousand Dollars (\$12,000.00) to General Fund, Other Administrative, 101.120, T.C. 300, for reimbursed NOPEC grant funds;

Seventy-Four Thousand Five Hundred Dollars (\$74,500.00) to East State Street TIF Fund, 593, T.C. 600; for transfer, and

Seven Thousand Dollars (\$7,000.00) to Garbage Fund, 760.636, T.C. 300, to cover the internal service fee, and increasing the total appropriations by said amounts.

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

FROM	TO	AMOUNT
East State Street TIF Fund, 593	Street Fund, 220	\$74,500.00

SECTION III: The 2024 Appropriation is further amended by appropriating from the unappropriated balance the sum of Seventy-Four Thousand Five Hundred Dollars (\$74,500.00) to Street Fund, 220, to repave the Hockhocking Adena bikeway in the TIF area.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-86-24

Introduced by the Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 2403(1) CONCERNING WAGES AND WORKING CONDITIONS.

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

SECTION I: Athens City Council does hereby authorize the Mayor to execute an employment agreement with The American Federation of State, County, And Municipal Employees (AFSCME) Local 2403(1), a copy of which is attached hereto and incorporated herein by reference.

SECTION II: The effective date of the terms of said agreement is August 15, 2024, through August 14, 2027.

SECTION III: Any ordinances or resolutions inconsistent with the terms of the attached agreement are hereby repealed.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

CITY OF ATHENS

AND

AFSCME LOCAL 2403(1)

Effective Dates:

August 15, 2024 through August 14, 2027

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ARTICLE 1 – PREAMBLE

This Agreement entered into by the City of Athens, Ohio, hereinafter referred to as the Management, and the American Federation of State, County and Municipal Employees, Local No. 2403, and Ohio Council 8, AFL-CIO, hereinafter referred to as the Union, has as its purpose: To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the complete agreement between the parties, including the providing of an opportunity for Management and Union to negotiate as to wages, hours and conditions of employment as may be agreed upon by the parties and to insure the right to every bargaining unit employee of fair and impartial treatment.

ARTICLE 2 - MANAGEMENT'S RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Management reserves and retains solely and exclusively all of its rights of authority, as such rights existed prior to the execution of this or any other Agreement with the Union, including, but in no way limited to, these rights:

- A. To establish training programs and upgrade requirements for employees within the City of Athens;
- B. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the function and programs of the City of Athens, standard of services, its overall budget, utilization of technology, and/or organizational structure;
- C. To direct, supervise, evaluate, and/or hire employees;
- D. To maintain and improve the efficiency and/or effectiveness of governmental operations;
- E. To determine the methods, process, means, and/or personnel by which governmental operations are to be conducted;
- F. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- G. To determine the adequacy of the work force;
- H. To determine the overall mission of the City of Athens as a unit of government;
- I. To effectively manage the work force;
- J. To take actions to carry out the mission of the City of Athens as a governmental unit.

ARTICLE 3 - COOPERATION

The Management and the Union shall work together in the interest of maintaining and improving efficiency in all municipal operations, the conserving of materials, supplies, equipment and the improvement in quality of workmanship and services. It is the express goal of the Management and the Union to improve productivity.

ARTICLE 4 - RECOGNITION OF UNION

Section 1. Bargaining Rights

Athens City Employees, Local No. 2403, Ohio Council 8, A.F.S.C.M.E., AFL-CIO, is hereby recognized as the sole and exclusive bargaining agent for the bargaining unit as hereinafter defined.

Section 2. Unit Defined

The bargaining unit shall consist of all employees assigned to classifications listed in Addendum #1.

Section 3. Exclusions

All employees whose classification is not listed in the addendum shall be excluded from the bargaining unit.

In addition, the following groups of employees are excluded from the bargaining unit:

- A. Those classes which, on the effective date of this Agreement, are represented by other established bargaining agents.
- B. Temporary, seasonal and part-time employees.
- C. Confidential, management and supervisory employees, as defined by Ohio's collective bargaining law.

Section 4. "Employee" Defined

The term "employee" or "employees," as used in this Agreement, shall refer to those persons included in the bargaining unit.

Section 5. Union Dues

- A. The City agrees to deduct monthly union dues from the wages of employees upon receipt of written authorization signed by an employee for that purpose.

Union Dues Revocation. Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the Collective Bargaining Agreement. Copies of the employee's dues checkoff authorization cards are available from the Union upon request.

The employee must give written notice of revocation to the Union Office, 36 South Plains Road, The Plains Ohio 45780. Council 8 will notify the employer with a letter in regard as to when to stop taking Union dues from the employee.

Union Membership Revocation/Maintenance of Membership. Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

- B. Upon the presentation of a written deduction authorization signed by the employee the employer shall deduct union dues, initiation fees, and assessments from the pay of bargaining unit employees in accordance with the terms of the executed authorization. The Union shall notify the Employer of the amounts to be deducted. Deductions shall be made from the pay of employees (Monthly) (Bi-Weekly).

All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any changes to the Union's account information.

The Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in PDF format to oc8dues@afscme8.org :subject line: Local, pay date --/--/--:

- (1) Dues List: Name (last name, first name, middle initial) and the amount of the deduction for each employee, as well as the total amount of the dues deducted for all employees for the pay period of the report.
- (2) Total Remittance Amount- This section shall be deemed complied with if one list containing fields with all the above information (including a field showing whether an employee is a union member or non-union member) is provided by the Employer to the Union in PDF format for all bargaining unit employees. The grouping of members and non-members, and the totals required under this section shall be calculated and/or organized by the Union using the fields provided in the PDF format.

The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and Union jointly). In the event there is a change in law so that obtaining or continuing employment may be conditioned on the payment of fair share fee to the Union, the Employer and the Union agree to meet and confer to negotiate any agreeable terms. All employees in the bargaining unit covered by this Agreement, who are members of the Union of the date of this Agreement, all future employees in the bargaining unit who become members of the Union, shall continue to be members of the Union pursuant to the terms and conditions of the membership checkoff card.

Section 6. People Check Off

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. The employee's deduction shall be deposited via electronic ACH transfer into the Union's bank account within five (5) to fifteen (15) days following the date they are deducted from the employee's payroll. The employer shall provide a dues list that provides the following: employee's first and last name, department, dues deduction amount and the corresponding check date. The dues list is to be uploaded, in PDF format, and the AFSCME-secure file transfer portal through <http://enterprise.afscme.org>. The file shall be uploaded within fifteen (15) days following the pay period in which dues were deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

ARTICLE 5 - UNION BUSINESS AND RESPONSIBILITIES

Section 1. The Union shall provide to the Human Resource Director official roster of its officers and representatives of Ohio Council 8, local officers, and other local representatives after each annual election and whenever a change has occurred, which shall include:

- A. Name
- B. Address
- C. Home phone number
- D. Department and/or employer
- E. Immediate Supervisor
- F. Union Office held

Section 2. A representative of Local 2403 and/or a representative from Ohio Council 8 has the right to represent an employee(s) in disciplinary and grievance hearings, scheduled negotiations, and Management/Union meetings involving City-Union matters, further provided the representative of Local 2403 will be permitted consultation with an Ohio Council 8 representative. All other union business will be accomplished by the representative of Local 2403 and/or representatives of Ohio Council 8 in a non-city pay status.

The representatives of Local 2403 are required to maintain a record of the authorized time spent on such activities and must submit records of such time spent to the Human Resource Director by the 10th of the month following such activity. In no event will Management capriciously deny authorizing reasonable time for the investigation of filed grievances by a representative of Local 2403.

Section 3. The number of stewards shall not be more than five (5), consisting of one (1) from the Water Treatment Plant, one (1) from the Waste-Water Treatment Plant, one (1) from the West State Street Service Garage, one (1) from Water and Sewer Maintenance and one (1) from the uptown municipal complex.

Section 4. The stewards' names and departments shall be furnished to the Human Resource Director by the Union and be kept current at all times. If a steward's name is not listed, he will not be granted time away from his job.

Union business other than that listed in Section 2 or 5 of this Article shall not be conducted by a representative of Local 2403 on City time unless otherwise approved by Management; and any such Union business authorized under this Article shall not interfere with the work assignment of the representative(s) of Local 2403 involved, or the work assignment of any other employees.

Section 5. Not more than five (5) Union members, designated by the Union, shall participate in negotiation meetings. Such employees shall be paid on a no loss or gain basis for authorized time spent during normal working hours at such meetings.

Section 6. A representative of Ohio Council 8 may consult with employees in the assembly area, designated by the Management, before the start of, and at the completion of, the day's work, and he shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, attending new employee orientation and for the purpose of carrying into effect the provisions and aims of the Agreement. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

Section 7. The President or Vice President of the Union shall have the same privileges accorded to the Steward for purposes of coordinating and expediting grievances, except that said Union officials shall not be accorded these privileges simultaneously.

Section 8. Administrative leave, at the rate of one-half (1/2) pay per each day of leave, shall be granted for one delegate from Local 2403 to attend Union seminars. Such leave shall not exceed six (6) days per calendar year and shall be permitted with the prior approval of the Service-Safety Director.

Section 9. The Union shall get up to thirty (30) minutes to meet with all new employees (New Employee Orientation). A member of the Human Resources Department shall be permitted to be present.

ARTICLE 6 - DISCIPLINE AND DISMISSAL PROCEDURES

Section 1. When a supervisor suspends, reduces or dismisses an employee, such employee may be conditionally suspended pending a mandatory hearing thereon. Such employee, and the Union, shall thereafter be given or mailed notice of such suspension, reduction, or dismissal. Such notice shall be in writing and state the reasons therefore and set the time and place for a hearing before the appropriate Management representative or his designee, and shall be sent within a reasonable period of time after the employee is alleged to have committed an offense.

Section 2. At any time a supervisor conducts a disciplinary meeting with an employee wherein disciplinary action of record (written reprimand, suspension, reduction or dismissal) is likely to result, the supervisor shall give notice to the employee 24 hours prior to such meeting of the employee's right to have a steward present. At any time a supervisor conducts a disciplinary meeting with an employee, the result of which will be a written warning or a written memorandum of an oral reprimand is to be placed in the personnel file, the supervisor shall give notice to the employee of his/her right to add comments to the written warning or memorandum. Upon request, the employee shall have the right to have a Union steward present.

Section 3. All discipline shall be for just cause. Any disciplinary action of record may be appealed by the employee through the grievance and arbitration procedure set forth in this Agreement, introduced at Step 3.

Section 4. Absence for three (3) consecutive work days without notifying the appropriate Department Head or his designee, may be deemed a voluntary quit and waiver of any appeal rights provided by the Revised Code of Ohio or this Agreement.

Section 5. Upon written request by the employee, written warnings, written memoranda of oral reprimands and written reprimands will be removed from employees' personnel files eighteen (18) months after the effective date of the reprimand, providing there is no intervening written notice of disciplinary action during the eighteen (18) month period.

Section 6. Upon written request by the employee, records of suspensions will be removed from an employee's personnel file thirty (30) months from the date of suspension, provided there are no intervening disciplinary actions against the employee during the said thirty (30) months. Upon written request by the employee, suspensions for discriminatory harassment will be removed from an employee's personnel file sixty (60) months from the date of suspension, provided there are no intervening disciplinary actions against the employee during the said sixty (60) months.

Section 7. In imposing disciplinary action on a current charge, Management shall not consider disciplinary actions which are to be removed under the provisions of paragraphs 5 and 6 of this Article, regardless of whether or not the employee has requested their removal, other than for proof of knowledge of city's policy.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 1. Schedule of Hours

The normal schedule of hours shall consist of eight (8) hours per day, five (5) consecutive days per week, Monday through Friday, except:

- A. Where there is a continuous twenty-four (24) hour per day operation.
- B. Where there is a continuous seven (7) day per week operation.
- C. Where the normal schedule of hours is ten (10) hours per day.
- D. For those employees in the classification of Parking Enforcement Officer.

- E. For those employees who have other than a Monday through Friday normal work week as a condition of their initial employment.

There is no guarantee of a forty (40) hour work week.

Section 2. Changes in Regular Work Schedule

If the union believes that a proposed or actual change in the regular work schedule of a member is arbitrary or discriminatory, it may request a conference with the appropriate work supervisor to review the matter. If said matter is not resolved to either the satisfaction of the City or the Union, then it may be submitted as a grievance.

Section 3. Pay for Overtime

- A. All hours worked in excess of a scheduled work shift or forty (40) hours in one (1) week shall be paid at one and one half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Standards Act. Overtime shall be computed to the nearest half hour.
- B. Work performed on the sixth (6th) consecutive day of the work week shall be compensated at one and one half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Standards Act., and work performed on the seventh (7th) consecutive day of the work week shall be compensated at two (2) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Standards Act.
- C. No employee's posted regular work shift shall be changed to avoid the payment of overtime provided that this section shall not be applicable to regularly scheduled rotations of shifts in multiple shift work cycles. Mechanics will maintain their regular schedule and perform operator duties on an overtime basis.
- D. For the purpose of this section, the work week for employees whose normal work week is different than the regular Monday through Friday schedule shall be considered to begin on the first day the employee begins work after his/her two day "weekend". (e.g., Tuesday would be the first day of the work week for a Tuesday through Saturday schedule, Sunday would be the sixth day and Monday would be the seventh day.)
- E. There will be two relief operator/plant mechanics in each plant. Plant relief operators will be assigned to day shift, except when a vacancy occurs on another shift or when an employee is absent from another shift. When it is necessary to assign a relief operator to a different shift, the relief operator will be given a minimum of 48 hours notice. The City agrees not to assign the relief/operator or plant mechanics no more than 50 shifts per operator per calendar year.

Section 4. Pyramiding

There shall be no pyramiding of premium pay for the same hours worked. Overtime worked in a given work week shall not project into a subsequent work week for determination of sixth or seventh day for payment purposes.

Section 5. Equalizing Overtime

- A. Overtime rosters shall be posted in all departments illustrating the total number of overtime hours worked by each employee or offered to each employee.
- B. Employees within the same department and with the same work assignment shall have an equal opportunity to earn overtime pay. The opportunity for overtime work shall be computed by totaling overtime earned plus overtime offered but declined.
- C. On each occasion, the opportunity to work scheduled overtime shall be offered to the employee within the Job Classification who has the least number of overtime hours to his credit at that time, which shall include emergency overtime. If this employee does not accept the assignment or cannot be contacted, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. If an employee turns down overtime or cannot be contacted, the number of hours offered to him shall be credited to his overtime hours.
- D. Each department shall post a roster for voluntary overtime callout on a monthly basis. All employees will be assumed to be signed up for voluntary overtime unless he/she removes his/herself for a designated period of time he/she designates in a written notice given to the supervisor. If an employee consistently refuses scheduled overtime, he/she will be asked to verify his/her desire to work overtime. If an employee refuses overtime or is unavailable for emergency call out overtime three times in a row he/she shall be credited with the maximum numbers of hours on the current equalization roster and placed last on the roster. Emergency overtime shall be administered using the same callout procedure as listed above provided that employees who are called out to work must have the ability to do the work. New employees and employees who remove themselves from the voluntary roster and subsequently return to the roster shall be credited with the maximum number of hours and placed last on the roster.

Section 6. Overtime Scheduling

- A. In the event overtime becomes necessary for the midnight shift at the Water or Wastewater treatment plants, employees who work overtime and miss their regular day shift shall take appropriate leave time subject to management approval.
- B. Where practical, overtime shall be administered on a voluntary basis; otherwise, it shall be mandatory that each such employee scheduled or otherwise directed to work overtime must perform the job assignment within his given classification.

Exception to the application of mandatory overtime may be permissible when a valid, reasonable request is made by an employee. Mandatory overtime rotation shall be in reverse order by seniority.

- C. When overtime is necessary at the end of a day for the completion of a job by an auto mechanic, the overtime shall be offered first to the mechanic who has worked on the job through the day, regardless of his/her position on the overtime roster.

Section 7. Rest Periods

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever feasible.

Employees who are scheduled to work more than one (1) hour beyond their regular quitting time shall receive a fifteen (15) minute rest period prior to commencing work for such overtime hours. Thereafter, employees shall be granted additional thirty (30) minute rest periods for each block of subsequent four (4) overtime hours worked.

Section 8. Call-in Pay

Call-in pay is payment for work performed by an employee who has been recalled to work at a time disconnected from normal work hours. Work done in this manner shall be in accordance with Section 3, Article VII of this Agreement and shall be subject to a minimum of three (3) hours' pay at the applicable rate.

Section 9. State of Emergency

If a State of Emergency is declared by the Mayor of the City of Athens or Athens County Sheriff and "Non-Essential Personnel", are directed by the City administration not to report to work, they shall be paid their regular rate of pay for all regular work hours missed. "Non-Essential Personnel" are defined as all bargaining unit employees in the following classifications:

Parking Enforcement Officers
Groundskeeper

Meter Repairer

Custodian

"Essential personnel" who are unable to report for duty shall have the option to use accrued vacation time. All such hours shall be considered as time worked for the purpose of computing overtime pay.

Payment for designated "Essential Personnel" who are directed to report to work in such circumstances shall be on a premium basis of two (2) times their hourly rate for all hours worked during their shift during the term of the declared emergency by the Mayor or Athens County Sheriff. If non-essential personnel are already at work when the emergency is declared, they will be released at the first safe opportunity. If they are required to perform emergency functions, they will be compensated the same as essential personnel until able to leave.

Section 10. Compensatory Time

- A. Employees may convert up to a maximum of 160 hours of overtime to 240 hours of compensatory time. Time will accumulate at the rate of one and one half hours for each overtime hour worked or appropriate overtime rate worked. Upon separation of service for any reason, members shall be paid at their current rate of pay for all accumulated hours of time. If a member dies while in paid status in the City service, any unused compensatory time shall be paid in a lump sum to the surviving spouse or the estate of the deceased.
- B. Compensatory time may be used in one hour minimum segments with supervisor approval. Request for the use of compensatory time must be submitted two work days in advance and be approved by the supervisor or his designee. The supervisor or his designee may waive the advance notice.
- C. Employees shall, at the time they work in an overtime capacity, declare whether they desire overtime or compensatory time. Compensatory time payout will be based on the balance as of the first full pay period in January and will be paid the first pay period in February. The compensatory time shall be paid at the current rate of pay. Compensatory time payouts will be processed on amounts accrued at five hours or more. Any time under five hours will be rolled over.

Section 11. Pay Checks

Effective with new hires, employee checks are direct deposited only into account(s) designated by the employee. Check stubs are accessible online at the e-mail address provided by the employee.

The Auditor's Office can deposit any portion you choose into separate checking or savings account an employee designates. Paychecks can be deposited into as many as four different accounts at four different locations.

ARTICLE 8 - TEMPORARY TRANSFERS AND PLUS RATING

Section 1. Purpose

While Management has the authority to make work assignment within given classifications, the purpose of temporary transfers and plus rating is to afford Management a method of meeting the requirements of production due to temporary absence of an employee or to fill an opening temporarily pending a permanent filling of such opening or temporarily increased workload not to exceed thirty (30) days. An opening, as used herein, is a vacant position that has been duly authorized for filling by the appropriate Management official(s). No position shall be deemed to be an opening when an incumbent employee is on an authorized, paid leave.

Section 2. Payment

Employees required to work and substantially perform the job duties of a higher classification on temporary basis will be paid at the higher rate at any time they are required to

work and substantially perform the job duties in a higher classification for more than four (4) hours in a work day. Payment shall be made at the higher rate for the higher assigned classification that results in a one-step increase but no less than the minimum rate for the higher classification. Employees who are transferred temporarily to a lower rated classification shall retain the rate of pay of the assigned employee's permanent classification. Supervisors will not assign work requiring the performance of other job duties in a higher classification for periods of less than four (4) hours for the purpose of avoiding payment of plus rate.

Employees not qualified for plus rating because of lack of experience may be assigned to the higher classification without plus rating for purposes of training. Such training shall not be more than eighty (80) hours. Training programs in excess of eighty (80) hours shall be mutually agreed upon. This article will not apply to employees entered into a formal training program as determined by the Personnel Director.

Section 3. Assignment Procedure

In making such transfers, Management may select the employee to be transferred without regard to seniority or certification to complete a maximum of five (5) shifts. Thereafter, the transfer to such work shall be based on division seniority as defined in Article 12. After following the posting procedure of Article 10, the assignment(s) shall be given to the more senior eligible employee having division seniority requesting the assignment. If there are no employees following the aforementioned posting procedure, the assignment(s) shall be given to the least senior eligible employee having a division seniority.

Section 4. Inspector Assignment

When an employee is assigned the duties of Inspector on major projects performed by an outside contractor, the employee shall receive one-half hour of overtime at the rate stated in Article 7, Section 3 of this contract, for each eight (8) hour day. This payment shall be in addition to any overtime hours actually worked. The Service-Safety Director shall designate which projects qualify for inspector pay. In order to receive inspection pay, the employee must work eight (8) consecutive hours of assigned inspection duties.

Section 5. Operator of Record

The Employer may designate a qualified bargaining unit employee to serve as the backup Operator of Record for the Water Treatment or Wastewater Treatment Plant. This will generally be the most senior qualified plant employee, but management reserves the right to select other qualified employees as plant operations require. Employees who act as backup Operator of Record shall receive two dollars (\$2.00) per hour for all hours worked as the backup Operator of Record. In instance an employee serves as backup Operator of Record for an entire week, the employee will be designated backup Operator of Record for forty (40) hours during that week.

ARTICLE 9 - LATERAL TRANSFER

An employee shall have the right to exercise his job classification seniority to transfer to an available vacant position within the same classification, with a different work reporting location

and/or shift within the same division, if the employee is able to perform the physical and/or specialized requirements of the work involved. Only one transfer to another shift or another reporting location shall be permitted in any twelve (12) months. An employee who desires such a transfer shall make a written request therefore and deliver the same to his immediate supervisor and the Union. Employees shall not be permitted to transfer during the first twelve (12) months of employment.

Once an employee accepts the transfer and is transferred to the new position, that employee will serve a ninety (90) day probationary period. An additional sixty (60) day probationary period may be added if there are documentable deficiencies in the transferring employee's performance in at least 3 evaluations in the first ninety (90) days. Employees may not lateral transfer again until probationary period is complete.

ARTICLE 10 - POSTINGS AND PROMOTIONS

Section 1. Posting

In the interest of promoting career employment, all job openings within the bargaining unit shall be posted in all departments for minimum of five (5) shifts of the open position before filling the position. Such posting shall contain the minimum qualifications, a description of duties, the hours per day, days per week and the hourly rate range assigned to the position.

Interested, full-time, permanent employees may apply for an identical lower-rated or higher-rated classification and be considered for the opening by notifying the Human Resources Director or designee, in writing, during the posted period.

Section 2. Selection of Applicant

The City shall select the employee applicant with the greatest bargaining unit seniority who possesses the qualifications necessary for the position, provided the City reserves the right to determine reasonable qualifications necessary for a position, and to test for the position if it is deemed appropriate. Testing will be uniformly applied in the same or similar situation.

Section 3. Rate Retention

Employees who are promoted as a result of utilizing the procedure contained in this Article shall be placed in the step of his new classification that is closest to the employee's former hourly rate, which results in an increase in hourly rate, provided no employee may exceed the maximum step of a classification. An employee who is appointed to an identically rated classification shall retain his/her hourly rate. An employee who successfully bids to lower rated classification shall be placed in the same step as in his/her previous classification and shall serve one (1) year in said new classification step.

Section 4. Notification

As soon as practical, but in no case exceeding thirty (30) days after the posting deadline, Management agrees to notify, in writing, all applicants of Management's decision concerning the selection of an applicant.

ARTICLE 11 - SENIORITY

Section 1. Definitions

- A. Classification seniority is the length of service of an employee, while in a paid status in a specific classification of the City, inclusive of his probationary period, provided such probationary period has been satisfactorily completed.
- B. Divisional classification seniority for vacation purposes shall be as follows:
Water Crew, Sewer Crew, Street Crew, Water Treatment Plant, Wastewater Treatment Plant, Lands and Buildings, Recreation, and Parking Enforcement
- C. Bargaining unit seniority is the period of continuous length of service as an employee covered by this contract, as determined by the provisions of Section 3 of this Article.
- D. City wide seniority is the period of continuous length of service as an employee of the city, as determined by the provisions of Section 3 of this Article.

Section 2. Probationary Period

All new employees shall be considered probationary employees until they have completed management prescribed number of calendar days of employment in probationary status. Likewise, no other appointment shall be deemed to be complete until the appointed employee has satisfactorily completed the management prescribed number of calendar days of probationary employment in his / her classification. Probationary period shall begin on the first day the employee begins work on the job to which he has been appointed. Probationary period shall apply to new hires, promotions, and lateral transfers. An employee who fails to complete his/her probation shall be returned to his/her former position. New employees shall not have the right to grieve dismissal during their probationary period. Management hereby agrees that all probationary periods for employees covered hereunder shall consist of Ninety calendar days however, management solely at their discretion may invoke up to an additional 60 days of probationary period where documented deficiencies require remedial training. New employees should be evaluated 3 time within the 90 days of probation.

Section 3. Date of Seniority

Upon completion of the probationary period, and if retained in service, the employee's seniority shall be computed as of his date of hire. If an employee is discharged or quits and is later rehired within one (1) year, his seniority shall be continuous but recalculated to subtract the period of his interrupted service.

Section 4. Seniority Lists

Seniority lists shall be maintained and be brought up to date, posting new lists in all departments during January and July of each calendar year of this Agreement's existence. Seniority lists shall contain the name, job classification, department, date of classification entry and date of last hire of all employees in the bargaining unit.

Section 5. Vacation Preference

Divisional seniority shall be used for the purpose of exercising vacation preference in accordance with divisional practices and for the exercise of rights as granted in Article 9, Lateral Transfer.

Section 6. Continued Accumulation of Seniority

An employee who is unable to work because of City service-connected disability shall accumulate seniority during this period of sickness or disability not to exceed one (1) year's duration, unless otherwise extended, or provided such employee continues to be employed by the City.

Section 7. Tie Breaker

If two or more employees have the same date of hire, the employee with the earliest date of birth shall be the most senior.

ARTICLE 12 - LAYOFFS AND RECALL

Section 1. Layoff

When the City determines that it is necessary to reduce the work force due to lack of work or funds, the City shall notify the Union at least ten (10) calendar days prior to any such reduction. Upon such notice, the Union and the City shall meet to discuss layoff and/or a reduction in the work week. When the City has made a decision concerning layoff and/or reduction in the work week, it shall provide to the Union a list of employees to be displaced and a current seniority list.

Section 2. Order of Layoff

If reduction in the work force is deemed necessary by the City in an affected classification, the following order of layoff shall prevail:

- a) casual and intermittent employees;
- b) temporary employees;
- c) part-time employees;
- d) employees serving in a new-hire probationary status.

Thereafter, any additional reduction of the work force shall be made in the inverse order of classification seniority of the remaining employees in the affected classification (least classification seniority employees first).

Section 3. Bumping Rights

An employee who is displaced from his/her classification by a reduction in the work force, may within five (5) days of his/her notice of layoff, exercise his/her bargaining unit seniority to bump the employee with the least bargaining unit seniority in the same grade rated classification or the employee with the least bargaining unit seniority in a lower grade rated classification. Bumping is limited to employees within the bargaining unit covered by this

Agreement and is subject to the employee being qualified and physically able to perform the work of the job he/she seeks to obtain by bumping.

Section 4. Waiver of Bumping Rights

In the event an employee does not desire to take any of the positions to which he is entitled under the layoff procedure, he can elect in writing to take a layoff without impairment of his recall rights under Section 5 of this Article.

Section 5. Recall

Prior to any job posting, employees displaced from their classification through a reduction in the work force, shall be recalled in the order of their classification seniority (most senior laid off employee recalled first) to:

- a) the employee's original job classification held prior to layoff;
- b) any vacancies which occur in the classification for which the employee is qualified and physically able to perform;
- c) any other available job classification for which the employee is qualified and physically able to perform provided there is no other employee laid off in that job classification described in Section 3 above.

Section 6. Notice

The City shall provide written notice of recall to the affected employees, by Certified Mail, to the employee's last known address. It shall be the responsibility of each employee to keep the Human Resource Director informed of his/her current residence or mailing address. The laid-off employee shall have fifteen (15) calendar days after mailing or dispatching of said notification in which to exercise his/her rights to recall. After the expiration of this time, the next employee in line on the eligibility register shall be notified in accordance with the above paragraph and be given his right to recall.

The employee who has properly notified the Human Resource Director, must report to work within five (5) days, or at the discretion of the Service-Safety Director. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility register shall be notified.

Laid-off employees shall have recall rights for **two (2)** calendar **years** from the effective date of layoff.

Section 7. Retention in Case of Equal Seniority

Should two (2) or more employees affected by a reduction in the work force have the same seniority, the retention shall be determined as prescribed by Article 11, Section 7, provided the older employee is qualified for, and physically able to perform the work in the job to which he seeks to bump.

ARTICLE 13 – TYPES OF LEAVE

A. Sick Leave

Section 1. Accumulation

An employee in the service of the City shall accumulate sick leave at the rate of four and six-tenths (4.6) hours per two (2) week pay period. All sick leave shall be charged in multiples of one (1) hour. Sick leave shall accumulate without limit for use purpose.

Section 2. Conversion

An employee who retires shall be eligible for liquidated sick leave pay on a four (4) to one (1) ratio of accumulation to pay basis. The maximum accumulation that may be converted is limited to nine hundred sixty (960) hours. No reimbursement shall be made to an employee with less than twenty-four (24) work days accumulated sick leave credit.

On or before October 30th of each year, an employee may elect in writing to the Human Resource Director to receive cash payment for those hours accumulated in excess of 960 hours but less than 1200 hours on a four (4) to one (1) ratio of accumulation to pay basis. Payment shall be made on the first pay date in December.

Section 3. Leave Without Pay

After an employee has exhausted all sick leave and is still unable to perform his/her normal duties, for other than a service connected disability, he/she may request a leave of absence without pay. Such request shall be submitted in writing to the Service-Safety Director, along with medical evidence of disability, which is acceptable to the Service-Safety Director. Such leave may be approved for up to thirty (30) calendar days. Extensions may be requested in the same manner as the original request and may be approved for periods of up to thirty (30) calendar days. However, no leave hereunder shall exceed a total of one hundred eighty (180) calendar days. The City shall continue to pay the City's share of the medical, dental, and vision insurance cost. This benefit shall only be offered during the time an employee is actually on an approved leave of absence. At the end of one-hundred eighty (180) days, medical insurance benefits shall terminate in accordance with COBRA regulations.

To continue to receive medical benefits, an employee on leave without pay must continue to pay his/her medical premium. The premium is due the first of each month and must be written as a separate check to the City of Athens. Employees will be provided with the dollar amount of the premium along with a payroll calendar to determine future payment dates. Payments are to be mailed to the Human Resources Director at the City Building. For all other payroll deductions (including dental, vision, and Community Center dues), the employee will be provided with contact information for all respective companies and advised to reach out to representatives to discuss future payment options. For union dues, employees will be asked to contact their union president or union representative about future payments.

Section 4. Granting of Sick Leave

An employee may use sick leave:

- A. In case of their own illness, injury or exposure to a contagious disease and for medical, psychological, dental or optical examinations by an appropriate practitioner of an employee, or a member of the employee's immediate family when actually accompanied by the employee or when the employee's presence is required in the home.
- B. For attendance upon members of their immediate family whose illness or injury requires the care of the employee. "Immediate family" shall mean husband, wife, child, stepchild, parent, mother-in-law, father-in-law, stepparent, brother, or sister, brother-in-law or sister-in-law, grandchild, grandparent or any person that took the place of natural parents of the employee. Proof of relationship and illness or injury may be required by Management as a condition of granting such leave.
- C. Any employee in an active work status and who does not utilize any of their sick leave for any ninety (90) day consecutive calendar day period, shall be entitled to one paid absence day. Paid absence days off must be requested in the same manner as a vacation request and are subject to approval based upon the work load requirements of the employer. The ninety (90) calendar day consecutive period begins the first day following the last incident of sick leave usage and ends ninety (90) calendar days later. Paid absence days must be taken within one year of the date of earning and are to be deducted from sick leave.

Section 5. Bereavement Leave

Up to five (5) days of accumulated sick leave, vacation or compensatory time may be used to attend the funeral of a member of the employee's immediate family as defined in Section 4 above. Proof of death and relationship of the deceased must be furnished upon the request of the Human Resource Director. Employees may use paid vacation time if more time is required to attend to the arrangements or travel.

Section 6. Donation of Sick Leave

An employee may donate up to a maximum of eighty (80) hours of accumulated and unused sick leave each calendar year. In order to qualify for the receipt of donated sick time, the employee's absence must qualify as an event under family medical leave and they must have exhausted all available sick leave, vacation leave and compensatory time. Donating employees must have a minimum bank of one hundred sixty (160) hours of accumulated and unused sick leave after the donation. The employee receiving the donation of leave must be on a leave of at least one hundred sixty (160) hours or longer. Nothing in this section prohibits an employee from donating to multiple employees; however, the cumulative donation shall not exceed eighty (80) hours. Requests for donations will not be accepted before an employee has used all available paid leave. Once sick leave has been donated from one employee to another, whether the donation is used in its entirety or not, the donation is final.

B. Vacation Leave

Section 1. Employees who have had an active work status for six (6) months will be eligible to use accrued vacation and will then be granted time off for vacations during each year based on the following table:

One (1) year, but less than six (6) years: Two (2) weeks (80) hours

Six (6) years, but less than twelve (12) years: Three weeks (120 hours)

Twelve (12) years, but less than eighteen (18) years: Four weeks (160 hours)

Eighteen (18) years, or over: Five (5) weeks (200 hours)

<u>Length of Service</u>	<u>Vacation Credit</u>
After 1 Year	10 days
After 6 Years	15 days
After 12 Years	20 days
After 18 Years	25 days

Employees shall receive an additional 40 hours of vacation at the beginning of each new vacation accrual rate.

Section 2. The vacation period shall extend throughout the calendar year.

Section 3. If an employee is laid off, terminated, resigns or retires, their shall be entitled to, and receive payment for all accrued and unused vacation leave to his/her credit at the time of separation.

Section 4. Employees shall be able to accumulate vacation credits up to three (3) years.

Section 5. Vacation will be taken at the time most desired by the employee who will indicate their choice of vacation time off and will be by seniority. All employees shall notify the City in writing, no later than March 15, of their vacation preferences. The City, however, reserves the final right to allocate vacations.

Section 6. Vacations will be taken in the amounts desired by the employee, subject to staffing requirements of the City, in increments of at least one (1) week, except that under special circumstances, the City may honor an employee's request in writing for vacation in increments of one (1) day. The minimum chargeable vacation increment shall be one-half ($\frac{1}{2}$) day increments. All such requests shall require a two (2) day notification.

Section 7. A vacation period, once determined, may not be changed or postponed, except with the approval of the supervisor and for good reasons considered by the authorized representative of the City to be good and sufficient.

Section 8. If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw eight (8) hours of regular pay and shall not be charged for sick leave or vacation for the holiday.

Section 9. No employee shall be required to give a reason for taking vacation time.

C. Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA) the City will grant job protected family and medical leave to eligible employees for up to 12 weeks per 12-month period consistent with the provision of state and federal law. Employees on medical leave that qualify for family medical leave under the guidelines of the FMLA must use any accrued sick leave, vacation time, and compensatory time to the extent available during and concurrent with FMLA leave. Employees are asked to refer to the Human Resources Director for further questions and information.

D. Parental Leave

Parental leave up to a maximum of 200 hours shall be provided by and paid for by the City for full time employees for a single event birth or adoption (single or multiple children). Any employee granted leave under this section shall continue to be covered under the City's group health, life and AD&D insurance. The parent shall be entitled to receive a full salary up to the maximum of 200 hours maternity/parental leave. To receive full pay all maternity/parental leave hours must be used within 10 weeks of the qualifying birth or adoption and at least 120 hours must be taken consecutively.

The remaining 80 hours may be taken on a part-time schedule with the approval of the employee's immediate supervisor. Employees on approved maternity/parental leave are not required to use any accrued sick leave. FMLA leave will be taken concurrent with maternity/parental leave. Any paid holidays that occur during maternity/parental leave will not count against the allowed maternity/parental leave time.

E. Military Leave

Eligible bargaining unit employees will be granted Military Leave of Absence in accordance with the terms in the current Non-Union Fringe Benefit ordinance but no less than the Federal and State law.

F. Injury Leave

Physical injury for purposes of this section shall be defined as any injury which occurs on or after the effective date of this agreement compensable under the Workers' Compensation laws of the State of Ohio.

- A. Any full-time employee who is disabled as a result of a service connected physical injury shall be entitled to receive his full salary during such period of disability up to a maximum of 240 hours or until the employee is deemed eligible as a service-connected disability under the Bureau of Workers' Compensation (BWC), whichever is shorter. If the employee is still unable to return to work at the end of the paid injury leave he/she may request a leave without pay, and compensation under Worker's Compensation. However, no leave hereunder shall exceed a total of 12 months. An employee granted a leave under this section shall continue to be covered under the City's group health and life insurance plans under the same conditions as coverage would have been otherwise provided. Payments for medical premiums and other payroll deductions while on leave without pay are to be processed as indicated in Section 3 of this Article.
- B. The following conditions will apply to injury leave:
 - 1. The employee must submit a physician's statement to the Human Resource Director to qualify for injury leave. The statement shall include a diagnosis and an estimated return to work date. If the estimated return to work date extends beyond 6 weeks, or if the physician extends the return to work date during the leave, the employee may file a lost-time claim with the Bureau of Workers' Compensation. Leave without pay may be requested in accordance with Section 2 of this article.
 - 2. An employee will not be required to substitute accrued sick, vacation, or compensatory time for any part of an injury leave. An employee may elect to use accrued leave after using the 240 hours of paid injury leave.
 - 3. An employee may request intermittent leave for medical appointments related to the injury or due to a reduced work schedule as a result of the injury. The intermittent leave will be deducted from the 240 hours of paid injury leave.
 - 4. The City reserves the right to obtain a second and, if necessary, a third opinion at its expense, periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work. If it is necessary to obtain a third opinion, the City and the employee will mutually agree on the selection of the physician.
 - 5. If an employee receives temporary total disability payments for any portion of the paid injury leave the payment will be turned over to the City. Vacation and compensatory time are exempt from the reimbursement to the City.

6. An employee on an unpaid injury leave will not accrue vacation or sick leave. Seniority shall continue to accrue for the full term of the injury leave.

G. Modified Duty

1. The City of Athens' goal is to assist employees to return to work at the earliest date possible following an injury or illness. This Modified Duty Policy outlines under what conditions an employee would be eligible, as well as the benefits to both the employee and the City. All full-time employees are eligible under this policy.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to the human resources (HR) department.

2. Modified Duty is an assignment that is for a specified and limited period and fulfills a necessary job function, appropriate to the employee's skill and level experience as determined by the employer, and which the employee can perform without violating any medical restrictions imposed as a result of a temporary disability, sickness or injury, for which the employee is compensated at their normal rate of pay and benefits. Modified Duty may not be available for certain positions based on the nature of the job and operational needs.

Modified Duty assignments are not guaranteed. The number, availability, and duration of such assignments are limited by departmental needs as defined by the department head and Human Resources.

If restrictions as noted on the physician's release to return to work form or "Certification of Health Care Provider" form are determined to be permanent. The employee is not eligible for a medical duty assignment.

Modified duty assignments may not exceed beyond 240 hours per event. In the event an employee refuses modified duty (outside the employee's FMLA benefits period) and the employee satisfies the restrictions and ability to perform modified duty assignments, the city is under no obligation to provide employment.

3. Applying for and Performing Modified Duty Assignments

Upon receipt of a Certification of Health Care Provider form releasing an employee back to work, a modified duty assignment will be considered. Once an assignment is approved by the department head and Human Resources, the employee may be provided with a temporary position for modified duty. The employee will receive a modified job description along with goals and objectives for the modified role.

Together with the employee, the city will determine appropriate work hours based on the employee's ability to perform the temporary position. The city

reserves the right to determine the availability and appropriateness of all modified duty work assignments.

4. Managers will routinely monitor work performance to ensure the employee is meeting the expectations of the role and not exceeding the requirements set forth by the employee's healthcare provider. The employee will review their progress and ability to transition back to full-time work duties after a maximum of 240 hours of modified duty. Should an employee require additional time to recover, a doctor's note is to be provided to HR detailing the return date to full duty status and the employee will be required to use vacation, sick, comp time under the employees current FMLA claim.

H. Jury and Witness Duty

Section 1. Jury Duty

An employee required to serve on a jury before a court empowered by law to require such service, shall be excused from duty for the time required for such service and shall be paid his/her regular hourly rate, provided he/she notifies his/her supervisor five (5) days prior to such jury service date. This benefit shall be administered as follows:

- A. If excused from jury service on any day in reasonable time to report for at least three (3) hours' work before the end of his shift, he/she shall be paid an amount equivalent to the number of unworked hours of his/her regular scheduled shift at his/her straight time rate, and he/she shall report for work as soon as reasonably possible.
- B. If not excused from jury service in time to perform at least three (3) hours' work during his/her regular shift hours, the employee shall receive an amount equivalent to eight (8) hours' pay at his/her straight time rate.
- C. Jury fees are to be turned into the Auditor's office.
- D. When an employee receives notice he/she has been selected to serve jury duty in federal court (in Columbus), he/she shall provide the Human Resource Director with a copy of the notice to serve, at which time the Human Resource Director, the employee's immediate supervisor and the Local Union President or his/her designee shall meet to determine the effect of the employee's absence for the shift preceding or following the required time for jury duty.

Section 2. Witness Duty

Employees subpoenaed to appear as a witness before a court of another public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) may be granted a leave of absence with pay for a period not to exceed two (2) working days in any calendar year. Such employee shall be paid his/her regular hourly rate provided he/she notifies his supervisor five (5) days prior to such appearance date. Witness fees are to be turned into the Auditor's office. This benefit shall be administered in accordance with the administration set forth in Section 1 of this Article for Jury Duty. In order to receive payment from the City, the employee must furnish to Management a certificate of service and a

sworn statement of the compensation received, signed by the Clerk of Courts or other authorized official of the court.

I. Union Leave

A. The Employer agrees that an employee may be selected by the Union to participate in Union activities for up to a one (1) year period; therefore, the Employer agrees to permit an employee selected by Council 8, AFL-CIO, a leave of absence for duration of more than one (1) week up to one (1) year upon thirty (30) days' written notice. At any given time, one (1) employee may be on an unpaid leave of absence for a period in excess of one (1) week but not more than one (1) year.

Said selected employee shall not receive hourly base rate pay for the duration of said leave and shall receive no benefits of any kind whatsoever other than transactional hospital benefits, if such benefits are payable under the insurance policy.

B. The Employer may replace said employee according to the terms of this agreement; however, upon said employee taking such leave returning, the Employer may return the employee filling the vacant position to their prior position or displace a newly hired employee without the removed or displaced employee having any recourse against the Employer, when such is done to permit the returning employee to return from their leave to their prior position. This shall apply to any other employee removed or displaced as a result of the returning employee.

C. Two (2) employees in active work status shall, upon approval of the Human Resources Director, be granted three (3) days annually for attending Ohio Council 8 meetings without loss of pay or benefits. Approval to attend Ohio Council 8 meetings shall not be unreasonably denied.

J. Educational Leave

Any employee may be granted a leave of absence without pay for educational purposes.

The period of the leave of absence shall not exceed one (1) year, unless otherwise extended.

Such leave of absence shall be granted only with the approval of the Mayor. Every month the employee shall provide the Mayor with verification of continuance in an accredited educational system.

K. Service Connected Disability

An employee who is unable to perform their normal duties due to a service connected disability may request a leave of absence without pay. Such requests shall be submitted in

writing to the Service-Safety Director and must be accompanied by medical evidence of disability. In order for the leave to be approved, the employee shall be required to file a claim with the Bureau of Workers' Compensation. Such leave may be approved for up to ninety (90) calendar days, unless the Bureau issues a determination letter disallowing the claim. Extensions may be requested in the same manner as the original request and may be approved for periods up to ninety (90) calendar days. However, no leave hereunder shall exceed a total of twelve (12) months, unless otherwise extended by management. The employee will be expected to continue paying their share of medical insurance premiums and make arrangements for existing voluntary and involuntary payroll deductions. City shall continue to pay the City's share of the medical insurance cost. Seniority shall continue to accrue for the full term of the service connected leave of absence. The City shall continue to offer medical insurance. This benefit shall only be offered during the time an employee is actually on an approved leave during the time an employee is actually on an approved leave of absence. Medical insurance benefits shall terminate in accordance with COBRA regulations, after a determination has been made by the Bureau of Workers' Compensation that the employee is permanently totally disabled or the leave has ended.

L. General

Vacation and sick leave credits shall not continue to accrue for any period an employee is off in a non-pay status.

To continue to receive medical benefits, an employee on leave without pay must continue to pay their medical, dental and vision premiums. The premium is due the first of each month and must be written as a separate check to the City of Athens. Employees will be provided with the dollar amount of the premium along with a payroll calendar to determine future payment dates. Payments are to be mailed to the Human Resources Director at the City Building. For all other payroll deductions (including dental and vision premiums and Community Center dues), the employee will be provided with contact information for all respective companies and advised to reach out to representatives to discuss future payment options. For union dues, employees will be asked to contact the union president or union representative about future payments.

ARTICLE 14 - HOLIDAYS

Section 1. Designated Holidays

New Years Day	January 1st
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th
Employee's Birthday	

The days shall be celebrated as set forth in this Section, unless otherwise designated by the appropriate governmental official or body. The employee's birthday must be used between pay 1 and pay 26 annually. Whenever a holiday falls on a Saturday, then the preceding Friday shall be observed as a holiday; or when any of the holidays fall on a Sunday, then the following Monday shall be observed as a holiday.

Section 2. Pay for Holidays

Employees shall be paid for the holidays declared in Section 1 of this Article and shall not be required to work on such holidays unless, in the opinion of the employee's responsible administrative supervisor, failure to work on such holidays would impair the public service.

Employees covered by this Agreement who are required to work on a holiday as specified in Section 1 above shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate including longevity, shift differential, education, or other items afforded by the Fair Labor Standards Act in addition to holiday pay.

Payment hereunder shall be at the employee's applicable straight time rate, exclusive of any forms of premium pay.

Section 3. Personal Day

The personal day provides employees with an authorized paid absence from work for the purpose of attending to personal business and/or emergency situations. All full-time employees are eligible for Personal day absences after completing their probationary period. Eligible employees are granted one personal day (8 hours) as of pay 1 each year. Personal Days must be used between pay 1 and pay 26. Personal Days do not carry forward or accumulate from one calendar year to the next and cannot be used in less than 8 hour increments.

ARTICLE 15 – WAGES

All employees hired or re-hired after the effective date of this Agreement shall be paid on a one (1) pay period delayed period as opposed to current pay status.

Section 1. Wages

All employees in the bargaining unit shall receive a wage in accordance with the wage rates set forth in Addendum #2 of this Agreement.

Each step of the pay scale shall reflect the following:

Effective August 15, 2024	\$1.50/hr.
Effective August 14, 2025	4.25%
Effective August 13, 2026	4.25%

Section 2. Wage Supplements

All permanent wage supplements shall be as set forth in Addendum #3, attached hereto and made a part hereof.

Section 3. Longevity Pay Supplement

- A. All employees in the bargaining unit shall receive a longevity pay supplement in addition to the wages specified in Addendum #2 and #3, in accordance with the following schedule based upon base rate of pay and 2080 hours of work:

Years of Service	Longevity Supplement
After 5 years	1% of base hourly rate
After 7 years	2% of base hourly rate
After 9 years	3% of base hourly rate
After 11 years	4% of base hourly rate
After 13 years	5% of base hourly rate
After 15 years	6% of base hourly rate

Employees hired or re-hired after October 1, 2003 shall not be eligible for longevity pay supplement.

B. Definitions:

The years of service shall be determined by starting with the beginning of an employee's continuous full-time employment with the City of Athens. Personnel in a full-time employment status as of September 15, 1985, who have had discontinuous service, other than seasonal, contract or casual employment, with the City shall have longevity pay computed on the basis of total actual years of service. Full-time employees hired after September 15, 1985, who have had previous service with the City shall have their longevity status computed in the basis of years of service from the most recent date of hire with no provision for previous years of service.

Payment shall be made in a lump sum amount no later than December 15th of each year following the completion of the employee's anniversary period set forth in Paragraph A above.

In the event that an employee who is eligible for payment under this Article terminates his/her employment during the term of this Agreement, the annual payment provided herein shall be prorated for the period of his/her employment.

Section 4. PERS Pickup

Effective with the first pay of 1995, the City's method of payment of annual wages to bargaining unit employees who are participants in the public employees retirement system (PERS) is hereby modified as follows, in order to provide for an annual wage reduction "pick-up" of employee contributions to PERS:

The total annual wage for each employee shall be the annual wage payable under the terms of the labor Agreement. Such total annual wage of each employee shall be payable by the city in two parts: (A) deferred wages and (b) cash wages. An employee's deferred wages shall be equal to that percentage of that employee's total annual wage which is required from time to time by PERS to be paid as an employee contribution by that employee, and shall be paid by the city to PERS on behalf of that employee as a "pick up" and in lieu of the PERS employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the "pick up" for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The city shall compute and remit its employer contributions to PERS based upon an employee's total annual wage. The total combined expenditures of the city for such employees' total annual wage payable under the terms of the labor Agreement and the "pick up" provisions shall not be greater than the amounts it would have paid for those items had the "pick up" provision not been in effect.

ARTICLE 16 – INSURANCE

Section 1. Coverage

A. Life Insurance

The City shall provide and pay the premiums on Group Life Insurance in the Amount of twenty-five thousand dollars (\$25,000) and Accidental Death and Dismemberment Insurance in the amount of twenty-five thousand dollars (\$25,000). Coverage will be effective from the date of full-time employment and terminate on the last day of full-time employment.

B. Prescriptions

The City will provide:

1. Retail: A prescription drug plan in which employees will be responsible for the copayments listed below for covered prescriptions and refills dispensed for not more than a 34 day supply or 100 unit doses, whichever is greater.

2. Mail-in or On-line Ordering System: A prescription drug plan in which employees will be responsible for the copayments listed below for covered prescriptions and refills dispensed for a 90 day supply.

	Retail	Mail-in or On-Line
Generic	\$10.00	\$10.00
Brand name where there is <u>no</u> generic equivalent	\$25.00	\$45.00
Brand name where there is a generic equivalent	\$45.00	\$85.00

If the prescribing physician determines that a brand name drug is medically necessary when there is a generic equivalent, the physician must submit a letter of medical necessity to the Human Resources Director for consideration. If the exception is approved, the prescription will be dispensed at the same co-pay as brand name drugs which have no generic equivalent.

C. Medical Benefits

Employees will select health benefits under the Flexible Benefits Plan during December of each year. Employees who were not enrolled in the Group Health Benefit Plan at their time of hire are eligible to enroll under the annual enrollment period. Employees may also enroll at the time of a special qualifying event.

D. City Plan

1. Fixed costs are the stop-loss premium (single or family rate for specific and aggregate per employee) plus the monthly per employee fee for the third party administrator.
2. Employees will pay a monthly contribution equal to thirty-five percent (35%) of the fixed costs of the medical insurance plan. Every January 1st hereafter, the fixed cost will be adjusted in order that employees continue to contribute thirty-five percent (35%) of fixed costs not to exceed the following monthly premiums: Single - \$75.00/month, Employee and one Dependent - \$90.00/month, Family - \$110.00/month.

Deductibles are as follows:

	In Network	Out-of-Network
Single	\$100.00	\$150.00
Employee + 1	\$200.00	\$300.00
Family	\$300.00	\$600.00

3. Benefits and co-pays are as stated in the plan document prepared by the City's third party administrator. A summary plan booklet is provided to each employee.

Section 2. Eligibility

- A. Employees hired or rehired on or after the effective date of this agreement shall be eligible to enroll in the Group Health and Prescription Drug Benefit Plans the first day of the second calendar month following date of hire. Coverage will terminate on the last day of the month in which employment terminates. Should an employee die in the performance of their duties; the City shall continue coverage for the covered dependents for a period of three (3) months following the date of death.
- B. When a husband and wife are both employed by the City and are eligible for health benefits, the employee with the earliest date of hire will be the insured employee.
- C. Employees hired prior to August 26, 2012, who provide satisfactory evidence of family coverage for health care benefits to the Human Resources Director, other than provided by the City of Athens, may waive family coverage by the City and receive a \$1,500 annual bonus, prorated each pay period. The change from family coverage to single coverage does not qualify the employee for the bonus. Single employees may not waive coverage and are not eligible for the bonus. Married couples working for the City are not eligible for the bonus. No employee shall receive the bonus while on unpaid leave.
- D. The parties agree that in an effort to contain health benefit costs, the pre-certification on all non-emergency inpatient admissions is mandatory.

Section 3. Employee Assistance Program

The city will make available a list of agencies and providers in the local area who specialize in mental health and substance abuse counseling. Coverage for these services are governed by the terms and conditions of the city=s group health benefit plan. The city will not be responsible for charges incurred by employees who are not covered under the city=s benefit plan.

Section 4. Flexible Benefits Plan

The City agrees to maintain a flexible benefits plan under the provisions of Code Section 125. All employees are bound by the enrollment provisions of the Plan.

Section 5. Dental and Vision Insurance

The City shall provide the same arrangement for dental and vision care insurance that is currently in effect.

Section 6. Affordable Care Act

The parties understand that the Affordable Care Act (ACA) was enacted by the federal government on March 23, 2010. The parties further understand that many of the ACA mandates may be implemented over the period of this Agreement. The parties that the Employer is required to comply with this Act. The Employer will notify the union of any changes contemplated to maintain legal compliance and schedule a labor management meeting to discuss such changes.

Section 7. Alternative Plan

If, during the term of the agreement, the city develops an alternative plan for delivering medical and prescriptions benefits that differs from this article, and decides to extend the opportunity to union members to participate, employees may voluntarily switch during open enrollment to the alternative plan. Such a switch shall be subject to the terms and condition that the city determines at that time.

Employees have the choice to enroll in a high deductible health plan/health savings account option (HSA). This plan allows employees to set up a health savings account that is specifically used for paying deductible. The city will contribute money each year to the HSA and the employee can contribute to the HSA based on IRS regulations. Employees may also liquidate up to 240 hours of sick leave per year at a pay rate of three to one (3:1) ratio that can be used for the employee's contribution.

Section 8 Hearing

The Employer agrees to pay \$.050 per month per bargaining unit employee toward the cost for the coverage provided by the AFSCME Hearing Plan. The cost shall remain constant for the term of the contract.

ARTICLE 17 - BULLETIN BOARDS

Management will provide bulletin boards for use by the Union in appropriate locations. Such bulletin boards may be used by the Union for posting notices approved by the Union and the Department Head or his designated representative. Notices shall be restricted to:

- A. Notices of Union elections;
- B. Notices of Union meetings;
- C. Notices of Union appointments and results of Union elections;
- D. Notices of Union recreational and social affairs; and
- E. Such other notices as may be mutually agreed to.

Any change in the location of such bulletin boards shall be decided by the Management and the duly authorized officers of the Union.

There shall be no other posting by employees of notices, pamphlets, advertising or political matter or any kind of literature upon City property other than herein provided.

ARTICLE 18 - GRIEVANCE PROCEDURE

Section 1. General

There shall be an earnest, honest effort to settle disputes and controversies promptly, and the procedures of this Article shall serve as a means of settlement of all grievances. A grievance is a complaint that Management has violated the terms of this Agreement. Both

parties recognize their responsibility to follow the procedure laid out in this agreement. The grievance process should be a good faith attempt to settle disputes. The Union and Management should agree to follow the timelines set forth in this procedure.

Section 2. Procedure

The aggrieved employee shall first discuss his/her complaint with his/her immediate supervisor, with or without a representative present, and attempt to solve the dispute. The parties agree that any matter that may be pursued as a grievance may not be pursued through the Civil Service Commission. The grievance form will be time stamped and dated at receipt of each step. If any grievance is not initiated within the applicable time frames set forth below, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. All written grievances should contain the following information:

1. Aggrieved employee's name, classification and signature.
2. Date grievance is being filed.
3. Date, time and location (if appropriate) of incident giving rise to the grievance.
4. A description of the incident or statement of perceived facts.
5. Section(s) of the Agreement alleged to have been violated.
6. Desired remedy to resolve the grievance.

Any grievance not answered by the Employer's representative within the stipulated time limits shall be considered to have been answered in the negative.

Step 1. In the event the dispute is not resolved in accordance with the above paragraph, the aggrieved employee shall deliver his/her grievance, signed and in writing, to his/her immediate supervisor within five (5) work days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. Such supervisor will answer the grievance in writing within five (5) work days if not satisfied with the written answer of the first line supervisor, the Union may refer the grievance to the second step of the grievance procedure. If the grievance is not referred to Step 2 of this procedure within five (5) work days after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved based on the Employer's last response.

Step 2. The grievance, in the event it is appealed from Step 1, shall be submitted to the department head, along with all correspondence. The department head or his/her representative shall investigate the grievance and hold a grievance meeting within five (5) work days following receipt of said grievance. The department head shall reply to the Union and the grievant in writing within five (5) work days after completion of the grievance meeting. If the answer of the department head is not satisfactory to the Union, the grievance may be appealed to Step 3 within five (5) work days after receipt of reply from the department head. If the intent to invoke the third step of the grievance procedure is not received by the Service-Safety Director within five (5) work days after receipt of the second line supervisor's answer, it shall be considered to be satisfactorily resolved based on the Employer's last name.

Step 3. The grievance, in the event it is appealed from Step 2, shall be submitted to the Service-Safety Director. The President of Local 2403 or his/her designee will sign all grievances prior to being submitted at the 3rd step. The Service-Safety Director shall investigate the grievance and, hold a joint grievance meeting within five (5) work days after receipt of the grievance by the Service-Safety Director. The Service-Safety Director shall reply to the Union and the grievant in writing within thirty (30) work days after completion of the grievance meeting or receipt of the grievance, whichever is later. If the answer of the Service-Safety Director is not satisfactory to the Union, the grievance may be appealed to Step 4. If the written notice of intent to invoke the fourth step of the grievance procedure is not received by the Service-Safety Director within thirty (30) work days after the receipt of the Step 3 answer, it shall be considered to be satisfactorily resolved based on the Employer's last response.

Step 4. Mediation

IN THE EVENT STEP 4 IS SELECTED BY EITHER PARTY, THE FOLLOWING PROCESS SHALL BE FOLLOWED:

- a. The selection procedure of the Mediator shall be in accordance with the procedure outlined in Step 3 of this Agreement, or from assignment of a Federal Mediation and Conciliation Service (FMCS) Mediator.
- b. The conduct of the Step 4 Mediation hearing shall be in accordance with Step 3 Arbitration, and the list below.
- c. The Mediator shall make his/her decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within seventy-two (72) hours from the close of the hearing. The acceptance or rejection of the Mediator's decision is voluntary for both parties.

Accordingly, under Step 4 of the grievance procedure, the parties shall use the mediation approach and procedure for resolving grievances.

- d. When either party choose the Step 4 alternative, the parties and the designated mediator (arbitrator) will select a mutually agreeable date for holding the mediation. If a mutually agreeable date cannot be selected, the Mediator will select the date and both parties will abide by this selection. This same procedure shall apply to selecting a time and location for holding the mediation.
- e. The Mediation hearing shall be conducted in accordance with the following:
 - 1. The hearing shall be informal. No hearing shall last longer than eight (8) hours in a twenty-four (24) hour period.

2. No briefs shall be filed or transcripts made. The Mediator will set break and meal periods and time limits.
 3. There shall be no formal rules of evidence.
 4. Each party's case must be presented by a representative of their own choice.
 5. The Mediator shall attempt to mediate the grievance after the facts presented by both parties.
- f. Any recommendations of the Mediator in this procedure shall not be used as a precedent in any other grievance or hearing, except the grievance for which the Mediator has issued his recommendations.
 - g. The parties may agree to present more than one grievance to the Mediator for his/her recommendations. Each party will submit to the Mediator a copy of the grievance and any information that has been submitted as part of the grievance record prior to the hearing. The Mediator will be provided a copy of the Collective Bargaining Agreement.
 - h. The parties shall split the cost of the Mediator and hearing room.
 - i. If the grievance is not satisfactorily resolved as provided in Step 4, the Union may appeal the grievance to arbitration.

Step 5. Within **thirty (30) work days** following receipt of the Union's intent to invoke the arbitration procedure, **the Union shall request the** Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators will be signed and mailed. Upon receipt of such names, the Union and Management shall alternately cross off one name until one name remains, that person being selected as the arbitrator. Either party may once reject a list and request from FMCS another panel of names until a mutually agreeable arbitrator is selected. The party requesting the additional panel shall be responsible to pay any fee associated with the request.

All decisions of the arbitrator will be final and binding upon all parties participating. **The Arbitrator** shall have no power to add to, subtract from, change, modify or amend any of the provisions of this Agreement. Both Management and the Union shall share equally the expenses and fees of the arbitrator and other neutral expenses incident to the arbitration hearing.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific articles and sections of this Agreement. The arbitrator shall decide the issues presented on the basis of the reliable, substantial and preponderance of the evidence in the record of the proceedings and the express terms of this Agreement.

Section 3. Miscellaneous

It is understood that the time limits imposed in this Article may be extended at any step by mutual consent. Likewise, any step in the grievance procedure may be eliminated by mutual consent. In any case where a decision of the appropriate Management representative is not given at any step of the grievance procedure within the time limits specified, or within the period that may have been extended by mutual agreement, the grievance may be referred by the Union to the next higher step of the grievance procedure.

The Union and Management, based on the facts presented, have the sole right to decide whether to appeal any grievance.

ARTICLE 19 - SAFETY

- A. The City and employees agree to maintain all buildings, facilities, vehicles, tools and equipment owned and operated by the City in a safe and healthful manner. The employees accept the responsibility to maintain tools, equipment and work areas in a safe and healthful manner, and accept responsibility to follow all safety rules and safe working methods of the City.
- B. Protective devices and other safety equipment necessary to properly protect employees from injury shall be provided by the City. The employees will be held accountable for wearing personal protective devices as directed.
- C.
 - 1. A joint City and Union Safety Committee shall be established for the purpose of developing recommendations regarding safety issues, identification of personal protective equipment, safety policies, practices, procedures, cost and training. Recommendations will be forwarded in writing to the Service/Safety Director for implementation, modification, further clarification, exploration, rejection, etc. The Committee will achieve recommendations through a consensus building process.
 - 2. The Safety Committee will be comprised of the following membership:

Deputy Director of Development Enforcement & Facilities (DEF)
Water Plant Manager
Wastewater Plant Manager
Sewer Maintenance Supervisor
Water Maintenance Supervisor
Street Maintenance Supervisor

A bargaining unit member from each of the above areas.
One bargaining unit member collectively representing Parking Enforcement, Custodians, City Parking garage employees.
Human Resource Director - Chairperson
 - 3. The Committee will meet when agenda items are submitted in writing to the Human Resource Director by a member(s) of the Committee or by

representatives of management. The Committee will meet not more than once per month nor less than once per year.

4. Unresolved issues of the Safety Committee will be referred to the Labor/Management Committee for resolution.

ARTICLE 20 - LABOR-MANAGEMENT COMMITTEE

In the interest of sound industrial relations, the joint members, half of whom shall be from Management and half of whom shall be from the Union, will convene not less than once every calendar quarter at a mutually agreeable time, unless waived by mutual consent, including review of grievances and unsafe working conditions. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Each party shall prepare and submit an agenda to the other party at least one (1) week prior to the scheduled meeting. The City shall pay the Union representatives in attendance their normal rate for meetings held during their normal work schedule; however, no pay for time beyond the regular work schedule shall accrue.

ARTICLE 21 - SHIFT DIFFERENTIAL

Employees who are normally assigned to work on the afternoon shift shall, in addition to their base rate of pay, receive a shift differential of one dollar (\$1.00) per hour of work, and employees who are normally assigned to work the midnight shift shall, in addition to their base rate of pay, receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour of work.

ARTICLE 22 - NO STRIKE OR LOCKOUT

Section 1. Strike Prohibition

The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. There shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with public services.

In the event of a work stoppage by any employee or group of employees not covered by this Agreement, it is expressly understood that the employees hereunder shall continue to work during such activity, provided that the safety and security of all employees shall be guaranteed by the City of Athens.

There shall be no sympathy strike, wildcat strike or any other strike activity for the duration of this Agreement, provided, however, that it shall not be a cause for discipline if any employee declines to enter upon the property of another employer (not the City of Athens) which is involved in a primary labor dispute, except in an emergency situation declared by the Mayor. An emergency is a situation in which the public peace, health or safety within the City of Athens is in jeopardy.

Section 2. Notice

In the event any employee hereunder is engaged in any violation of Section 1 above, the Union shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any such violation of Section 1.

Section 3. No Lockout

The Management shall engage in no lockout of employees in the bargaining unit.

ARTICLE 23 - SAVINGS CLAUSE

Section 1.

This Agreement is subject to all future and existing applicable State laws, and if any provision contained herein is contrary to the above, such provisions herein contained shall automatically be terminated.

Section 2.

Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific article, section or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 24 - COMMERCIAL DRIVER'S LICENSE

Section 1.

As a condition of continued employment, employees who are required to drive vehicles which require a Commercial Driver's License (CDL) shall obtain a Commercial Driver's License as required by state law prior to driving for the City of Athens. The City shall reimburse the employee for the cost of the Commercial Driver's License within thirty days after obtaining the license and the tendering to the Auditor of proof of the payment of the fee for the license. The employee shall also deposit with the Human Resource Director a copy of his/her currently valid commercial driver's license. If the employee does not pass the first licensure exam, the employee is obligated to pay for subsequent exams.

Any employee who is unable to obtain or maintain his/her CDL license shall be placed on unpaid, inactive status for a period of up to ninety (90) days during which time the employee shall be eligible to bid on a vacant position in the classification of Custodian, Parking Enforcement Officer, or Meter Repairer, for which a CDL license is not required. Should there be no vacant positions during the ninety (90) day period described above, or, should said employee fail to qualify for a vacant position described above, said employee shall be laid off. Said employee shall not be eligible for benefits during the ninety (90) day period.

Section 2. OTETA

Effective January 1, 1995, all employees who are required to have a CDL and the Mechanics who service the vehicles will be covered by the terms and conditions of the Omnibus Transportation Employee Testing Act of 1991. The City will provide drivers with training and education regarding alcohol and substance abuse, as well as information regarding post-accident testing procedures.

Section 3.

Use of controlled substances which cause intoxication or impairment on-the-job poses risks to the employer, the affected employee and to co-workers. Recognizing that drug and alcohol abuse are treatable illnesses which should be dealt with initially by treatment and education, it is the employer's policy to prevent and rehabilitate rather than to terminate the employment of drivers who are alcohol or drug dependent. No driver will be discharged without first having an opportunity to seek treatment, if treatment is needed.

- A. The policy will be implemented in a consistent, non-discriminatory manner. All drivers will be provided a copy of the employer's drug testing policy prior to its implementation. In addition, drivers will be provided information concerning the impact the use of drugs has on job performance. Drivers and supervisors will be trained to recognize the symptoms of drug abuse, impairment and intoxication. All drivers will be informed of the causes for testing, how well the tests perform and what tests will be conducted.
- B. All newly employed drivers will receive the information no later than their initial hire date. No driver shall be tested until this information is provided to the employee.

Section 4. Random Testing

As required by the Omnibus Transportation Employee Testing Act of 1991 (OTETA), the City will conduct random drug and alcohol testing. The City will submit all drivers to a random selection system. Random drug testing will not be performed except where required by OTETA.

Section 5. Post-Accident Testing

When a driver is involved in an accident where a fatality is involved, the driver shall submit to post-accident drug and alcohol testing. Where a driver is involved in a recordable accident and receives a citation for a moving violation arising from the accident, the driver must submit to a drug and alcohol test.

In the event a driver is so seriously injured that the driver cannot provide a specimen at the time of the accident, the driver must provide necessary authorization for the City to obtain medical records, or other documents that would indicate whether there were controlled substances or alcohol in the driver's system at the time of the accident. All testing shall be done in accordance with the provisions of OTETA.

Section 6. Reasonable Cause/Suspicion Test

Drug testing may be administered only where there is reasonable suspicion to believe that the driver is demonstrating the symptoms of intoxication, impairment or drug abuse through use of a controlled substance while on duty.

- A. The term "reasonable suspicion" shall for the purposes of this policy be defined as follows:

Aberrant or unusual on-duty behavior of an individual driver which:

1. Is observed on duty by the driver's Supervisor who is trained to recognize the symptoms of intoxication, impairment or drug abuse;
2. Is the type of behavior which is recognized and accepted as symptoms of intoxication or impairment caused by controlled substances or alcohol;

- B. Reasonable suspicion must be based on specific personal observation by supervisors which must be documented in writing within 24 hours of the observation or prior to the release of the test results, whichever is later. (OTETA §382.307)

One copy of this documentation shall be given to the driver and to the Union within 24 hours of the observation or prior to the release of the test results, whichever is later. (OTETA §382.307)

- C. Violations of the procedures outlined under OTETA will render the test results invalid. The test results will be destroyed and no discipline will be administered to the affected employee.
- D. Drivers will be given an opportunity to give an explanation of their condition to the City. A Union steward or representative may be present during such an explanation.

Refusal to submit to toxicology testing after being properly ordered to do so may result in disciplinary action. Said driver, after refusing to be tested, will be deemed to be on leave without pay pending disciplinary action.

Those drivers tested will be deemed to be on leave with pay for any portion of the work day necessary to perform the testing. Should the employee's test results be positive, the employee will not be paid for those hours of work following completion of the testing.

Section 7. Testing Procedures

The following test procedure shall apply to urine tests administered to drivers:

- A. The driver shall not be observed when the urine specimen is given unless required by OTETA.
- B. At the time the urine specimen is collected, two samples will be taken; the primary and the split specimen. Both samples will be sent to the laboratory to be tested at the employer's expense, with the primary specimen being tested initially with the split specimen to be tested only upon the request of the employee within

72 hours of his/her notification of a positive test result of the primary sample. All test results are to be reviewed by a medical review officer before being released. Test results must be completed by the employer and Union within 48 hours of the testing.

The testing shall be done by a certified laboratory as required by OTETA.

- C. If the results of the tests administered by the employer on the two samples show that the driver while on duty demonstrated the symptoms of intoxication, impairment or drug abuse through use of a controlled substance, the driver and the Union shall be given a copy of the laboratory report of both specimens before discipline is imposed in accordance with this labor agreement.

Section 8. Testing Procedures - Alcohol

The following test procedure shall apply to alcohol testing:

- A. This section is applicable for random, post-accident, return-to-duty, follow-up, reasonable suspicion, and pre-transfer testing using procedures specified in the federal regulations. These procedures use an Evidential Breath Testing device (EBT), approved by the National Highway Traffic Safety Administration.

For the purposes of this section, *alcohol* means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol concentration means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

Refuse to submit to an alcohol test means that a safety sensitive employee (1) fails to provide adequate breath for testing without a valid medical explanation, or (2) engages in conduct that clearly obstructs the testing process.

Substance abuse professional (SAP) means a licensed physician (of medicine or osteopathy), a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol disorders.

- B. The Federal Highway Administration (FHWA) rules prohibit the performance of safety-sensitive functions in the following circumstances:

1. While having prohibited concentrations of alcohol in the system.
2. While using alcohol.
3. Within four hours after using alcohol.

4. Using alcohol within eight hours after an accident or until tested, whichever occurs first.
5. While having possession of alcohol.

A screening test is conducted first, with any result of less than 0.02 alcohol concentration being considered a "negative test". If the alcohol concentration is 0.02 or greater, a second or confirmation test must be conducted.

- C. Following a determination that an employee has violated the alcohol prohibitions by having a test result of 0.04 Blood Alcohol Content (BAC) or greater, the employee must be removed from the safety-related functions and meet the following minimum requirements before being returned to duty:

1. The employee undergoes evaluation, and where necessary, rehabilitation;
2. A Substance Abuse Professional (SAP) determines that the employee has successfully complied with any required rehabilitation, and
3. The employee undergoes a return-to-duty test with a result of less than 0.02. An employee with an alcohol concentration of 0.02 or greater, but less than 0.04 is not permitted to perform safety-sensitive functions for a minimum of 24 hours and therefore will be released from duty without pay and may not be recalled to duty during this period.

- D. Random testing:

A safety sensitive employee may only be tested while the safety sensitive employee is performing safety-sensitive functions, just before the safety sensitive employee is to perform safety-sensitive functions, or just after the safety sensitive employee has ceased performing such functions. After notification, the safety sensitive employee selected for random testing shall proceed to the testing site immediately.

- E. Post-accident testing:

As soon as practicable following an accident, each safety sensitive employee shall test for alcohol:

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
2. Who receives a citation under state or local law for a moving traffic violation arising from the accident.

A safety sensitive employee who is subject to post-accident testing shall remain readily available for such testing or he/she may be deemed by the City to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a safety sensitive employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The results of a breath or blood test for the use of alcohol, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to applicable federal, state or local requirements, and that the results of the tests are obtained by the City.

F. Return-to-duty testing:

Before a safety sensitive employee returns to duty requiring the performance of a safety-sensitive function after engaging in prohibited conduct (see Section 8-B), the safety sensitive employee shall undergo an alcohol test with a result indicating an alcohol concentration of less than 0.02.

G. Follow-up testing:

Following a determination that a safety sensitive employee is in need of assistance in resolving problems associated with alcohol misuse, the City shall ensure that the safety sensitive employee is subject to unannounced follow-up alcohol testing as directed by a SAP, following the safety sensitive employee's return to duty. The number and frequency of such follow-up testing shall be as directed by the SAP, and consist of at least six tests in the first twelve months following the safety sensitive employee's return to duty. Any such testing shall be performed in accordance with the requirements of 49CFR Part 40 and shall not exceed 60 months from the date of the safety sensitive employee's return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines that such testing is no longer necessary. During the 60-month period the employee remains separately subject to random testing as well.

H. Reasonable suspicion testing:

The City shall require a safety sensitive employee to submit to an alcohol test when a supervisor has reasonable suspicion to believe that the safety sensitive employee has violated the prohibitions of Section 8-B. The City's determination that reasonable suspicion exists to require the safety sensitive employee to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the safety sensitive employee.

The required observations for alcohol reasonable suspicion testing shall be made by a supervisor or City official who is trained in accordance with the federal regulations.

Alcohol testing is authorized by this section only if the observations required are made during, just preceding, or just after the period of the work day that the safety sensitive employee is required to be in compliance with this part. A safety sensitive employee may be directed by the City to only undergo reasonable suspicion testing while the safety sensitive employee is performing safety-sensitive functions, just before the safety sensitive employee is to perform safety-sensitive functions, or just after the safety sensitive employee has ceased performing such functions.

Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no safety sensitive employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the safety sensitive employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the City permit the safety sensitive employee to perform or continue to perform safety-sensitive functions, until:

1. An alcohol test is administered and the safety-sensitive employee's alcohol concentration measures less than 0.02; or
2. Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the safety sensitive employee has violated the prohibitions concerning the use of alcohol.

I. Pre-transfer testing:

Prior to the first time a covered employee performs Safety-sensitive functions, the City shall ensure that the employee undergoes testing for alcohol which indicates an alcohol concentration less than 0.04. If the employee is found to have an alcohol concentration of 0.02 or greater but less than 0.04, the employee shall not be permitted to perform safety-sensitive functions until:

1. The employee's alcohol concentration measures less than 0.02; or
2. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

Section 9.

Drivers who seek voluntary assistance for alcohol or drug abuse may not be disciplined for seeking such assistance. All requests from employees for assistance shall remain confidential. Drivers at their option shall be entitled to take accrued sick leave, vacation leave, or leave without pay during absences required as part of the rehabilitation process.

Section 10.

The parties agree that any provision mandated under OTETA and not covered by the provisions of this contract shall be governed by the federal act.

Section 11.

Any disputes which may arise over compliance with this policy shall be resolved through the grievance procedure and arbitration provisions of this agreement.

ARTICLE 25- ALCOHOL/DRUG TESTING-NON-CDL EMPLOYEES

1. Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the employer's services and as posing a danger to the public's health and safety, as well as that of the employees. It is recognized that the employer and the employees have the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program. Any questions regarding this article should be directed to the Human Resources Director. The Human Resources Director shall be responsible for the administration of this article.
2. The Service- Safety Director or his designee may order any employee to undergo a drug or alcohol screening test randomly and/ or whenever there is reasonable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances. Reasonable cause must be based upon specific facts indicating that a particular employee in question has used or is under the influence of illicit drug, alcohol or controlled substances. All alcohol/ drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody, Medical Review Officer, and control and split sample collection and testing.
3. If the test(s) are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the employer may order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment of .05 percent as registered on a certified Breathalyzer. The employer may place the employee on administrative leave without a loss of pay before the time the confirmatory test results are complete. The city will attempt to arrange for safe transportation away from the workplace. Confirmatory test shall be made by a medical professional or institution qualified to administer such a test.
4. If the screening test and confirmatory test are positive, the employer may discipline the employee up to and including discharge. An employee who self-reports and notifies the employer that he/she is an alcoholic or a drug addict, shall be required to participate in a rehabilitation or detoxification program. For up to one (1) year, no employee who participates in a rehabilitation or detoxification program shall be discharged because of the handicapped condition during the time he/she participates in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he/she participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. However, the total leave period including sick leave, vacation leave, personal days, compensatory time or leave of absence without pay shall not exceed one (1) year. Upon completion of such program, if a retest demonstrates that the employee is no longer using alcohol or drugs, the employee shall return to his/her position. An employee who participates in a rehabilitation program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and vacation leave for the period of the rehabilitation program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the rehabilitation program. Upon completion such programs, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of controlled substances, the employee will be returned to his/her

former position. Such employee may be subject to up to six (6) follow- up tests during the first twelve (12) months following his/her return to work for one (1) year.

5. Employee shall be subject to disciplinary action up to and including discharge if the employee: Refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification and fails to complete or participate in a program of rehabilitation or detoxification.
6. All test results and actions taken under or pursuant to this article shall be kept confidential in accordance with state and federal law.
7. The employer shall pay for drug and alcohol screening and confirmatory tests which are ordered by the employer.

ARTICLE 26 - MAINTENANCE OVERTIME

An overtime roster will be kept for each department of: Sewer Maintenance; Water Maintenance; Street Maintenance; Custodian; Custodial/Parking Garage Attendant; Parking Enforcement; Meter Reader; Water Plant; Wastewater Plant; Internal Service (Mechanics).

Meter Readers will be given overtime opportunities in Street, Water and Sewer Maintenance when appropriate and necessary.

Overtime assignments for maintenance areas will be as follows:

Overtime in Water Maintenance

Water Maintenance
Sewer Maintenance
Street Maintenance
Meter Reader
Internal Services/ any available qualified plant personnel

Overtime in Sewer Maintenance

Sewer Maintenance
Water Maintenance
Street Maintenance
Meter Reader
Internal Services/ any available qualified plant personnel

Overtime in Street Maintenance

Street Maintenance
The lowest in either Water or Sewer Maintenance and then exhaust the area before moving to the other area.
Internal Services
Meter Reader/ any available qualified plant personnel

The responsibility shall fall on the employee to report any hours of overtime worked from another area to their plant supervisor.

ARTICLE 27- RETIREMENT AWARENESS

Employees who wish to attend retirement awareness seminars sponsored by the Ohio Public Employees Retirement System (OPERS) will be permitted leave time without loss or gain of pay.

Employees may request leave under this section to attend each of the following seminars, or their successor seminars, one time:

1. Providing Long-Term Awareness Now (PLAN)

Employee must have five (5) years of service credit.

2. Retirement Awareness Program (RAP)

Employee must have five (5) years of service credit and be within five (5) years of retirement.

3. Retirement Readiness

Employee must be within 12-18 months of retirement.

4. Remote Interview Schedule

Any fees associated with the seminar will be the responsibility of the employee. Employees will attend the seminars when offered in Athens. If travel to another location is necessary, appropriate travel time will be allowed within the normal workday. The employee will not be reimbursed for travel expenses.

This article will be administered under guidelines established by the Human Resource Director.

ARTICLE 28 - DURATION OF AGREEMENT

All provisions of this Agreement shall be effective as of 12:01 a.m., August 15, 2024, and shall remain in effect until 11:59 p.m., August 14, 2027, and successive periods of twelve (12) months, unless either party to this Agreement, on or before sixty (60) days prior to the expiration of any such period, notifies the other Party, in writing, of its intention to terminate this Agreement. Within ten (10) days after receipt of such notice, a conference shall be arranged between the Parties hereto, and such conference shall be held at a time mutually agreeable to the Parties.

ARTICLE 29 - NON-DISCRIMINATION

Section 35.1

There shall be no discrimination, harassment or pressure by the City or the Union and Ohio Council 8 against any employee on the basis of such employee's membership or non-membership in the Union. Additionally, neither the City, the Union nor Ohio Council 8 shall discriminate on account of race, color, creed, ancestry religion, sex, ~~political affiliation~~, age, ~~handicap~~, disability, military status, veteran status, or sexual orientation. The City of Athens, by ordinance also prohibits discrimination based on national origin, martial or family status and

gender identity or expression. Both parties to this Agreement agree that they shall abide this ordinance and shall not discriminate against any employee based on national origin, martial or family status and/ or gender identity or expression.

Section 35.2 Gender

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine, or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reasons of sex.

ARTICLE 30 - TOTAL AGREEMENT

This agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of the said agreement. Acceptance of this agreement precludes further negotiations of any issues until the time specifically provided herein unless otherwise mutually agreed.

It is understood and agreed that where this agreement is silent, applicable state Civil Service Laws will be followed.

ADDENDUM # 1
BARGAINING UNIT

CLASSIFICATION	GRADE
Custodian	A-1
Groundskeeper	A-1
Custodian/Garage Attendant	A-2
Maintenance Specialist	A-3
Parking Enforcement Officer	A-4
Laborer, Meter Reader, Maintenance Technician Trainee	A-4
Water/Wastewater Operator Trainee	A-4
Electrician Trainee	A-4
Meter Repairer/Parking Enforcement Officer	A-5
Plant Maintenance Mechanic/Plant Relief Operator	A-6
Plant Maintenance Mechanic	A-6
Licensed WTP Operator I	A-6
Licensed WWTP Operator I	A-6
Licensed WTP Operator II	A-6
Licensed WWTP Operator II	A-6
Maintenance Technician	A-6
Master Mechanic	A-7
Electrician	A-7
Licensed WTP Operator III	A-7
Licensed WWTP Operator III	A-7

All new hires after September 8, 1997, in the Water Treatment Plant and Wastewater Treatment Plant shall enter into the classification of A-4 (Water/Wastewater Operator Trainee) and shall be appropriately licensed as Operator I within three (3) years from their date of hire as a condition of continued employment, unless already licensed, in which case they will be placed in the proper classification.

The City will pay for the first licensure certification exam according to the requirements of the job classification. If the employee does not pass the first exam, the employee is obligated to pay for subsequent exams.

Plant Maintenance Mechanics are placed in pay grade A-6, or in the appropriate pay grade for EPA license.

Plant Master Mechanics who obtain or possess a Plant Operator II license, or above will receive additional compensation of \$1.00 per hour.

Licensed Class II Water Treatment and Wastewater Treatment Operators shall receive \$1.00 additional to their hourly rate.

Maintenance Specialist I and Maintenance Specialist II shall receive the pay of a Maintenance Technician within their current step while operating the following equipment: backhoe, unloader, grinder, and snowplow (if necessary).

ADDENDUM #2
BARGAINING UNIT

Employees of the Public Services and Utilities Services who obtain Water Distribution and/or Wastewater Collection Licenses as issued through the Ohio Environmental Protection Agency, shall be compensated as follows as a supplemental pay benefit.

Class I Distribution	\$.60/hr.
Class I Collection	\$.60/hr.
Class I Water/Wastewater Operator	\$.60/hr.
Back Flow Prevention License	\$.60/hr.
Class II Distribution	\$ 1.00/hr.
Class II Collection	\$ 1.00/hr.
Class II Water/Wastewater Operator	\$ 1.00/hr.

Should an employee obtain licenses in both fields, they shall be compensated for both licenses based on the highest class of license possessed in each respective field. This classification chart shows the hierarchy of certifications eligible for education pay:

<https://codes.ohio.gov/ohio-administrative-code/rule-3745-7-05>

If the City recreates the positions of Equipment Operator I, Equipment Operator II, Plant Operator II, Automotive Mechanic I, or Garage Attendant, they will be in the bargaining unit.

Effective August 29, 2009, employees who are required to have Continued Education Units to maintain their licenses for recertification shall be paid for all hours in attendance. The City shall pay for all courses and all license fees.

ADDENDUM #3

Addendum #3 – Wage Scale

First Year, Effective August 15th, 2024 (\$1.50/hr)

Step	C	D	E	F	G	H
A1	\$21.52	\$21.93	\$22.25	\$22.63	\$22.90	\$23.27
A2	\$22.89	\$23.33	\$23.69	\$23.97	\$24.35	\$24.64
A3	\$23.34	\$23.78	\$24.11	\$24.44	\$24.78	\$25.09
A4	\$23.80	\$24.26	\$24.56	\$24.92	\$25.23	\$25.57
A5	\$24.05	\$24.51	\$24.86	\$25.15	\$25.54	\$25.83
A6	\$24.46	\$24.91	\$25.23	\$25.58	\$25.95	\$26.24
A7	\$27.21	\$27.74	\$28.11	\$28.41	\$28.77	\$29.09

Second Year, Effective August 14th, 2025 (4.25%)

Step	C	D	E	F	G	H
A1	\$22.43	\$22.86	\$23.20	\$23.59	\$23.87	\$24.26
A2	\$23.86	\$24.32	\$24.70	\$24.99	\$25.38	\$25.69
A3	\$24.33	\$24.79	\$25.13	\$25.48	\$25.83	\$26.16
A4	\$24.81	\$25.29	\$25.60	\$25.98	\$26.30	\$26.66
A5	\$25.07	\$25.55	\$25.92	\$26.22	\$26.63	\$26.93
A6	\$25.50	\$25.97	\$26.30	\$26.67	\$27.05	\$27.36
A7	\$28.37	\$28.92	\$29.30	\$29.62	\$29.99	\$30.33

Third Year, Effective August 14th, 2026 (4.25%)

Step	C	D	E	F	G	H
A1	\$23.39	\$23.83	\$24.18	\$24.59	\$24.89	\$25.29
A2	\$24.88	\$25.36	\$25.75	\$26.05	\$26.46	\$26.78
A3	\$25.37	\$25.84	\$26.20	\$26.56	\$26.93	\$27.27
A4	\$25.87	\$26.37	\$26.69	\$27.08	\$27.42	\$27.79
A5	\$26.14	\$26.64	\$27.02	\$27.33	\$27.76	\$28.07
A6	\$26.58	\$27.07	\$27.42	\$27.80	\$28.20	\$28.52
A7	\$29.57	\$30.15	\$30.55	\$30.88	\$31.27	\$31.62

Emergency Overtime Responsiveness Bonus

Bargaining members who have 15 or more years of service are eligible for an Emergency Overtime Response Bonus. This bonus is available to members who work 50% or more of all offered emergency overtime. The formula is $\frac{1}{2} \times \text{Base Pay rate} \times \# \text{ of Emergency Overtime Hours Worked in a Year}$.

ADDENDUM #3

All employees, except new hires after September 8, 1997, will advance a step on the first day of the pay period closest to their classification anniversary date, unless topped out.

All new hires will advance on the first day of the pay period closest to the anniversary of their date of hire. New hires will be placed in either Step C or D at the discretion of management based on qualifications. Employees who change pay grade will serve one year in their pay step before moving up.

When necessary, the Human Resources Director shall reclassify a Custodian (A-1) to Custodian/Garage Attendant (A-2) upon determining the employee has satisfactorily completed training in the parking garage and has demonstrated the ability to satisfactorily perform the duties of the Garage Attendant. The Human Resources Director alone shall determine the appropriateness of the move. Not all Custodians will be required to perform the duties of Garage Attendant.

ADDENDUM # 4

CLOTHING & TOOLS

Management shall furnish uniforms and protective clothing as deemed necessary by the responsible department head to protect the employees' in their on-the-job assignments, as well as identify them as a member of the city staff. Failure to wear the provided clean, serviceable uniforms and safety gear may be subject to disciplinary action. Management shall determine the personnel protective equipment needs by job site, for example "hard hat area" or "high noise area" etc. Supervisors and/or department heads shall determine if uniforms are no longer serviceable and may not be worn on duty.

Management agrees, whenever practicable, to make a good faith effort to provide uniforms and protective clothing in a timely manner each year. In order to receive uniforms or use any uniform allowance, the employee must be in an active work status, cannot be on leave of any kind, and cannot plan to retire within three (3) months.

Management shall provide the items in the following manner;

A. Service Workers

City will provide new hires with an initial issue of five (5) uniforms. Should a new hire not pass probation and does not return initially issued clothing, the city may take the cost of the initial issue clothing from the new hire's last payroll check.

Boots shall be replaced on an as needed basis by the City.

Complete Initial Issue:

5 jeans/ pants*	1 summer jacket
2 bibs or insulated overalls	1 pair of winter gloves
1 winter coat	1 rain suit
1 toboggan	All Foul Weather Gear
1 pair muck boots	10 shirts (combination of long sleeve and short sleeve*)
2 safety-toed boots or shoes	

Uniform replacement stipend shall be offered quarterly by separate check.

	Maintenance Tech Plant Maintenance Auto Mechanic	Parking	Other
Year 1	\$800.00	\$800.00	\$500.00
Year 2	\$825.00	\$800.00	\$525.00
Year 3	\$850.00	\$800.00	\$550.00

Quarterly payouts will occur on the last pays of January, April, July and October.

All employees required to communicate at work by cell phone shall receive fifty dollars (\$50.00) per month for a cell phone, which they will be required to keep on and accessible during all work hours.

- B. Management shall provide the following items on an as-needed basis outside of the aforementioned allowance via bulk purchase and distribution by supervisors: hard hats, ear plugs, gloves, safety glasses, knee pads, harnesses, special electric hazard equipment, and other special protective equipment (visors, masks, aprons, etc.) as needed for specific duties, and are the property of the city after use. Supervisors will determine if they are to be disposed of or kept.
- C. The Employer agrees to reimburse automotive mechanics for purchase or repair of tools needed for use on the job up to **six hundred dollars (\$600.00)** maximum annually. The mechanic must first purchase or pay for the repair of the tool(s) needed and furnish the Employer with a receipt for reimbursement. The tools purchased shall remain the property of the employee.
- D. Parking Enforcement Officers:

Allowance: All Parking Enforcement Officers shall receive **eight hundred dollars (\$800.00)** per year on an account basis per approved purchase order after first year (pro-rated) for uniform replacement and dry cleaning.

Complete Initial Issue

1 breast badge
5 short sleeve shirts
5 long sleeve shirts
5 uniform pants
2 uniform shorts
1 winter coat
1 summer jacket/pullover
1 name plate
1 tie
1 radio belt
5 pair winter socks
12 pair summer socks
1 pair gloves
1 scarf
1 set base layer-shirt & leggings
1 winter hat
4 pair shoes

SIGNATURE PAGE

IN WITNESS THEREOF, the Parties have hereunto set their hands this
____ day of August, 2024.

FOR THE CITY OF ATHENS:

FOR LOCAL 2403 AND AFSCME
OHIO COUNCIL 8:

Steve Patterson, Mayor

Glen Goins, Jr., Local President

Lisa Eliason, Law Director

John Young, Bargaining Committee
Member

Andrew B. Stone, Service Safety Director

Robert Esdale, Bargaining Committee
Member

Ronald Lucas
Human Resources Director

Jason McKibben, Bargaining Committee
Member

Rusty Haning, Bargaining Committee
Member

Deborah L. Chonko
Staff Representative
AFSCME Ohio Council 8

0-87-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 21, SUBDIVISION REGULATIONS, CHAPTERS 21.03, APPLICATION, PROCEDURE FOR SUBDIVISION APPROVAL, 21.04, DESIGN AND CONSTRUCTION STANDARDS, AND 21.10, HILLSIDE REGULATIONS.

WHEREAS, on May 1, 2024, the Athens City Planning Commission recommended approving Case #24-03, modifications to the Subdivision Regulations to streamline the approval process and to be more in line with less restrictive Ohio Revised Code requirements;

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

SECTION I: Athens City Code Title 21, Subdivision Regulations, Chapter 21.03, Application, Procedure for Subdivision Approval, Section 21.03.02(A), General Procedure, is hereby amended to read as follows:

21.03.02. - General procedure.

Before any land is subdivided the owner of the property, or their authorized agent, shall apply for and secure approval of the proposed subdivision in accordance with the following procedures:

(A) Parcel split, minor subdivision, or similar development. ~~Where all of the proposed lots front on a public street and are greater than 5.00 acres in size, the proposed division shall not be considered a subdivision under this section. These~~ All other parcel splits, minor subdivisions, or similar developments less than 5.00 acres shall be handled by planning commission and may require a plat of survey, a deed with a legal description, and fees. However, approval without a plat may be granted if the proposal meets all of the following conditions as noted in Section [21.03.03](#) below.

SECTION II: Athens City Code Title 21, Subdivision Regulations, Chapter 21.03, Application, Procedure for Subdivision Approval, Section 21.03.03, Requirements for Minor Subdivisions and Similar Developments, is hereby amended to add the following:

21.03.03. – Requirements for minor subdivisions and similar developments.

(12) Proposed access easement(s) must be clearly dimensioned with fully described maintenance agreements between grantee and grantor.

SECTION III: Athens City Code Title 21, Subdivision Regulations, Chapter 21.03, Application, Procedure for Subdivision Approval, Section 21.03.07, Outline of Conditions for Major Subdivision, is hereby amended to read as follows:

21.03.07. - Outline of conditions for major subdivision.

A proposal involving any of the following shall be subject to major subdivision procedures:

(A) More than five lots, any one of which is less than five acres, including the original tract.

(B) Creation, widening or extension of a street or access easement.

(C) Creation of an access easement for two or more lots.

(D) Division or allocation of land as a utility or drainage easement.

SECTION IV: Athens City Code Title 21, Subdivision Regulations, Chapter 21.04, Design and Construction Standards, Table 1, is hereby amended as attached hereto and incorporated herein by reference.

SECTION V: Athens City Code Title 21, Subdivision Regulations, Chapter 21.10, Hillside Regulations, Section 21.10.08, Minimum Hillside Requirements, is hereby deleted as follows.

~~21.10.08. - Minimum hillside requirements.~~

~~The following regulations shall govern the front yard, side yard, street right of way, and pavement requirements in hillside subdivisions:~~

Table 10: Minimum Hillside Requirements

<i>Group</i>	<i>Slope</i>	<i>Front Yard Setback</i>	<i>Side Yard % of Lot Width</i>	<i>Right of Way</i>	<i>Pavement</i>
1	15-25%	25'	10%	50'	24'
2	26-30%	23'	10%	45'	22'
3	31% over	20'	10%	45'	20'

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

Title 21.04 - Design and Construction Standards

Table 1

Minimum Lot Development Requirements: Residential, **IN COUNTY***

Type of Development	Public Water (Y/N)	Public Sewer (Y/N)	Curb and Gutter (Y/N)	Min. Lot Area (s.f.)	Min. Lot Width (ft.)	Min. Front Yard (ft.)	Min. Lot Side Yard (ft.)	Min. Lot Rear Yard (ft.)	Max. ¹ Height (ft./stories)	Max. Lot Cover. (percent)
In County	Y	Y	Y	9,450	70	30	10/20	30	N/A	30
In County	Y	Y	N	20,000	90	30	10/20	30	N/A	30
In County	Y	N	Y	42,560	90	30	10/20	30	N/A	30
In County	Y	N	N	42,560	90	30	10/20	30	N/A	30
In County	N	N	N	42,560	90	30	10/20	30	N/A	30
In County	N	N	Y	42,560	90	30	10/20	30	N/A	30
In County	N	Y	N	20,000	90	30	10/20	30	N/A	30
In County	N	Y	Y	20,000	90	30	10/20	30	N/A	30
City R-1	Y	Y	Y	8,000	66	25	8/20	30	35/2½	30
City R-1	Y	Y	N	20,000	66	25	8/20	30	35/2½	30
City R-2	Y	Y	Y	6,000 OR 3,500/unit	50	25	8/10	30	35/2½	30
City R-2	Y	Y	N	20,000	50	25	8/10	30	35/2½	30
City R-3	Y	Y	Y	6,000 OR 3,500/unit	60	25	8/10	30	45/3½ ²	40
City R-3	Y	Y	N	20,000	60	25	8/10	30	45/3½ ²	40

* PLEASE REFER TO TITLE 23 TABLE A – SCHEDULE OF BULK CONTROLS FOR MINIMUM LOT DEVELOPMENT REQUIREMENTS: RESIDENTIAL, IN CITY.

0-88-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 23, ZONING, CHAPTER 23.03, GENERAL REGULATIONS AND PERMITTED MODIFICATIONS, SECTIONS 23.03.08(C), YARD REGULATIONS, AND 23.03.14, FENCES, WALLS, TERRACES, AND STOOPS; AND TABLE A, SCHEDULE OF BULK CONTROLS.

WHEREAS, on May 1, 2024, the Athens City Planning Commission recommended approving Case #24-03, modifications to the City Zoning Code that will begin the process of addressing housing affordability as it relates to the guiding principles in housing and neighborhoods and housing priorities of the City's 2040 Comprehensive Plan; and

WHEREAS, on October 7, 2024, Athens City Council will hold a public hearing to discuss the Planning Commission's recommendation on said Case #24-03;

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

SECTION I: Athens City Code Title 23, Zoning, Chapter 23.03, General Regulations and Permitted Modifications, Sections 23.03.08 (C), Yard Regulations, and 23.03.14, Fences, Walls, Terraces, and Stoops, is hereby amended to read as follows:

23.03.08. - Yard regulations.

(C) When a principal building is destroyed or demolished by any means, or if a vacant lot is situated between two improved lots, ~~each having a principal building within 25 feet of any side lot line of such unimproved lot, the front yard may be reduced to the greatest depth of the front yard of the two adjoining improved lots.~~ the required front yard setback shall be no more than five (5) feet in front of and no more than five (5) feet behind the average building line as established by the nearest principal buildings to each side of the subject property, provided those buildings are located in the same block front and within one hundred (100) feet of the subject property. In no event shall the setback be less than ten (10) feet, unless the specific zone does not require a front yard setback. If averaging is not possible, then the front yard setback required for the specific zone shall be used.

23.03.14. – Fences, walls, terraces, and stoops.

Unless specifically noted, the provisions of this chapter shall not apply to fences, terraces or walls less than six feet in height above the average natural grade, nor to terraces, steps, or unroofed stoops not over three feet high above the level of the floor of the ground story. However, no fence or wall, regardless of height, shall extend

beyond the building front setback line in accordance with these zoning standards and regulations.

SECTION II: Table A, Schedule of Bulk Controls, is hereby amended to read as attached hereto and incorporated herein by reference.

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

Title 23 Table A -- Schedule of Bulk Controls

Zone	Min. Lot (sq. ft.)	Min. Lot Area Per Dwelling Unit (sq. ft.)	Min. Lot Width (ft.)	Max. Height (ft./story) ¹	Min. Front Yard ² (ft.)	MIN. Side Yard one/both (ft.)	Min. Rear Yard (ft.)	Max. STRUCTURE Lot Coverage (percent)	Total MAX. IMPERVIOUS Lot Coverage (percent)
R-1 ³									
One Family	8,000 4,000	8,000 4,000	66 40	35/2.5	25 10	0/20 5	00 20	00 50	60 70
R-2 ³									
One Family	6,000 3,500	6,000 3,500	50 35	35/2.5 SAME AS R-1	25 SAME AS R-1	0/20 SAME AS R-1	00 SAME AS R-1	00 60	60 80
Two Family	7,000 5,000	7,000 2,500	50	SAME AS R-1	SAME AS R-1	SAME AS R-1	SAME AS R-1	60	80
R-3 ³									
One Family	Same as R-2 3,000	Same as R-2 3,000	Same as R-2 30	Same as R-2 45/3.5	Same as R-2 SAME AS R-1	Same as R-2 SAME AS R-1	Same as R-2 SAME AS R-1	Same as R-2 60	60 90
Two Family	4,000	2,000	40	45/3.5	SAME AS R-1	SAME AS R-1	SAME AS R-1	60	90
Apartment/ Rooming Houses	10,000 5,000	1,250	60 50	45/3.5 55/4.5	25 SAME AS R-1	0/20 SAME AS R-1	40 SAME AS R-1	40 60	60 90
Non-Residential and Mixed Uses	10,000 5,000	1,250	60 50	45/3.5 55/4.5	25 SAME AS R-1	0/20 SAME AS R-1	40 SAME AS R-1	40 60	60 90
B-1 ³ Non-Residential	None 5,000	—	None 50	35/2.5 40/3	25 SAME AS R-1	None ⁴ 5	10 ⁴	None	None
B-2 ³ Non-Residential Downtown	None	—	None	50/4	None	None	None	None	None
B-2D	NONE	—	NONE	70/6	NONE	NONE	NONE	NONE	NONE
B-3 ³ General Business ⁴	None	—	00 NONE	45/3½ 60/5	NONE	NONE	140 ⁴ NONE	None	None
M-1 ³ Industrial	None	—	None	25/1½ 35/2½ 45/3½ 70/6	25 25 25 NONE	None ⁴ None ⁴ None ⁴	00 40 50 ⁴ NONE	— NONE	— NONE

(1) Whichever is less.

(2) All newly platted lands **LOTS** must meet minimum dimensional requirements of the subdivision **AS LISTED IN TITLE 23 TABLE A -- SCHEDULE OF BULK CONTROLS. FOR ALL OTHER LOTS, PLEASE REFER TO 23.03.08 - YARD REGULATIONS.**

(3) Except when adjoining and R-Zone, then not less than THAT of the building height but not less than 15 feet.

(4) Except when adjoining and R-Zone, then not less than required in that R-Zone.

(5) Except when adjoining and R-Zone, then not less than 25 feet.

(6) An additional foot for each foot of building height over 45 feet.

⁴Except when abutting R-Zone

RECORD OF ORDINANCES

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

Ordinance No. **0-89-24** Passed _____, 20____

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNEXATION AGREEMENT WITH THE ATHENS TOWNSHIP TRUSTEES FOR PROPERTY LOCATED EAST OF CABLE LANE.

SECTION I: The Mayor of the City of Athens is hereby authorized to enter into an Annexation Agreement with the Athens Township Trustees for property located east of Cable Lane, a copy of which is attached hereto and incorporated herein by reference.

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

RESOLUTION 08-13-2024 A

A Resolution authorizing the Chair of the Athens Township Board of Trustees to enter into an annexation agreement with the City of Athens for expedited annexation of 34.874 acres of property owned by Frander Properties, LLC east of Cable Lane (Township Road 1141) and identified by the Athens County Auditor as Parcel #A01-00100821-00 and as recorded by the Athens County Recorder 600/936 OR

Dated as of August 13, 2024

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter the "Agreement") is made and entered into on or as of the day of August 13, 2024 (hereinafter the "Effective Date") by and between the Athens Township Trustees, the legislative authority of and for Athens Township, a political subdivision duly organized and validly existing under the laws of the State of Ohio (hereinafter the "Township" or "Trustees"), and the Council of the City of Athens, Ohio, the legislative authority of and for the City of Athens, Ohio, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (hereinafter the "City", collectively with the Township, the "Parties" and each a "Party" hereto).

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other and having, to a certain extent, overlapping jurisdictions within Athens County, Ohio (hereinafter the "County"); and

WHEREAS, the Township and City have cooperated in numerous matters, including but not limited to, cooperation in the development, annexation, and services to citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and

WHEREAS, a certain landowner has expressed a desire to pursue annexation of property located east of and in part immediately adjacent to Cable Lane; and

WHEREAS, the annexation of this property will, if successful, require development assistance in various forms, including the extension of public water and sanity sewer utility service lines from the City to said property; and

WHEREAS, the Parties believe that annexation of certain real property located within Athens Township, which is further described in attached "Attachment A," and incorporated herein, will benefit their mutual interests if annexed to the City, the subject property more specifically consisting of one (1) parcel of real property designated as Athens County Auditor Tax Parcel Numbers A01-00100821-00 (the "Annexation Parcel"); and

WHEREAS, the Annexation Parcel is further depicted and shown on the map labeled "Annexation Parcel Map" attached hereto and incorporated herein as "Attachment B"; and

WHEREAS, this Agreement is authorized under the provisions of Section 709.192 of the Ohio Revised Code and other applicable laws of the state of Ohio, and has been approved by the respective legislative authority of both Parties;

NOW, THEREFORE, in consideration for the mutual promises contained herein, the Parties covenant and agree as follows:

ARTICLE 1

ANNEXATION OF ANNEXATION PARCEL AND LIMITATIONS

Section 1.1. Designation of Annexation Parcel. This Agreement shall apply to the annexation of the Annexation Parcel enumerated on "Attachment A." The perimeter boundary of the Annexation Parcel is graphically set forth on "Attachment B" for purposes of reference only.

Section 1.2. Annexation of Annexation Parcel. The Township agrees and consents to the annexation of the Annexation Parcel to the City in accordance with the terms of the Agreement.

- A. **Procedure:** The petitioners for the annexation of the Annexation Parcel to the City shall file the annexation pursuant to and shall comply with the provisions of "Expedited Procedure No. 1" as contained in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcel shall also comply with the terms of this Agreement.
- B. **Scope of Petition:** The agent for the annexation petitioner(s) shall process the annexation of the Annexation Parcel under one (1) annexation petition which includes all of the Annexation Parcel.
- C. **Time Frame:** This Agreement shall only apply if the annexation petition for the Annexation Parcel is filed with the Clerk of the Board of the Athens County Commissioners on or before _____ and, upon filing, is diligently processed to completion in order to accomplish the annexation of the Annexation Parcel to the City pursuant to the terms of this Agreement.
- D. **Effect of Annexation:** The City shall not exclude the Township from any portion of the Annexation Parcel by changing Township boundaries under Chapter 503 of the Ohio Revised Code or any future statute of like tenor or effect. In other words, it is the express intention and agreement of the Parties that there shall exist an overlay of the City and Township boundaries for all portions of the Annexation Parcel which will be annexed to the City under the terms of this Agreement and that the Annexation Parcel shall be subject to the regular and customary property tax rates for all other parcels similarly situated. If any proceedings or other effort is initiated or made which seeks to initiate a change to the Township boundaries in order to exclude all or any portion of this property from the

Township, the City and the Township shall exercise their best efforts in resisting such change, including, without limitation, denying any petition seeking such change; refraining from supporting such change; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's and Township's legal counsel, any effort or action seeking such change; and otherwise undertaking such actions as may be reasonably requested by either Party which will be detrimental to the success of any effort seeking such change.

- E. Cooperative Efforts: Upon the filing of any annexation petition for the annexation of the Annexation Parcel to the City in accordance with the terms of this Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners. If such annexation petition does not comply with the terms of this Agreement, the City shall refrain from any act which would, directly or indirectly, contribute to the success of the petition. This obligation shall include refraining from acceptance of a petition seeking to annex any such property.

ARTICLE 2

SERVICES

Section 2.1. Contribution of Services.

- A. Upon the annexation of the Annexation Parcel to the City, the City shall furnish to said property all the customary governmental services furnished by the City to other areas of the City including, but not limited to the following services:
1. Public water and sanitary sewer;
 2. Athens Police Department services;
 3. Athens Fire Department services;
 4. Code Enforcement services;
 5. Solid waste collection services;
 6. Other services customary for typical city residents.
- B. With respect to Cable Lane, the City of Athens shall notify the Ohio Department of Transportation, Division of Planning, Office of Technical Services, to amend the road inventory system of Athens County, Athens Township by removing a total of 0.104 miles of Cable Lane, also known as Township Road 1141, and adding the description and mileage to the City of Athens ODOT road inventory for general maintenance and emergency services, as Cable Lane, subsequent to annexation, will in its entirety be located in and served by the City.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1 Term and Renewal. The term of this Agreement (hereinafter the “Initial Term”) shall be perpetual.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions, or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

Section 4.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions, and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 4.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 4.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available.

Section 4.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy by and between any Parties. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical, and convenient mechanism which the Parties have agreed

to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

Section 4.6. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of all of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 4.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under O.R.C. Chapter 2744.

Section 4.8. No Personal Liability. All covenants, obligations, and agreements of the Parties 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, officer, agent, or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent, or employee of any Party shall be liable personally by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 4.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest it, or any provisions contained herein.

Section 4.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 4.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 4.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into Annexation Agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement. Each provision of this

Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 4.13. Notices. All notices, 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 a generally 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. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at:

Athens Township Trustees
Attention: Brenda Cox, Fiscal Officer
P.O. Box 193
The Plains, Ohio 45780

With a copy simultaneously sent or delivered to:

Timothy L. Warren
Assistant Athens County Prosecutor
1 South Court St.
Athens, Ohio 45701

(b) The City at:

The City of Athens, Ohio
Attention: Debbie Walker, Clerk of Council
8 E. Washington St.
Athens, Ohio 45701

With a copy simultaneously sent or delivered to:

Lisa Eliason
Law Director for the City of Athens
8 E. Washington St.
Athens, Ohio 45701

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 4.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Sections hereof.

Section 4.15. Counterparts. This Agreement may be executed 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 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes, and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Athens County, Ohio.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on or as of the date first set forth above.

ATTEST:

**THE CITY OF ATHENS,
ATHENS COUNTY, OHIO**

Debbie Walker
Athens City Council Clerk

By: _____
Steve Patterson
Mayor

APPROVED AS TO FORM:

Lisa Eliason
City of Athens Law Director

Keller Blackburn
Athens County Prosecutor
Timothy L. Warren
Assistant Athens County Prosecutor

ATTEST:

**ATHENS TOWNSHIP TRUSTEES,
ATHENS COUNTY, OHIO**

Brenda Cox
Athens Twp. Fiscal Officer

By: _____
Ted J. Linscott
Chair, Athens Twp. Board of Trustees

ATTACHMENT A

ANNEXATION AGREEMENT

The Annexation Parcel consists of the following parcel as numbered and in the records of the County Auditor of Athens County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Number:

A01-00100821-00

Legal Description

34.874 Acres

Situate Ohio Company Purchase, Town 9, Range 14, Farm Lot 43, Athens Township, Athens County, Ohio.
Being a resurvey of the lands deeded to:
Frander Properties LLC, Official Record Book 600, pages 936-939.
Parcel A010010082100.

Beginning at a stone found at the northeast corner of Farm Lot 43;

- 1.) Thence S03°25'25"W 890.51 feet along a common boundary to Kuhnert 583-760 to a point, passing an iron pin set at 638.20 feet;
- 2.) Thence S22°16'32"W 150.47 feet along said common boundary to an iron pin found capped Highland;
- 3.) Thence S03°28'59"W 335.62 feet along said common boundary to an iron pin found capped Highland;
- 4.) Thence N74°56'40"W 399.83 feet along a common boundary with the north line of the Cable Acres 2nd Addition to a one-inch diameter pipe found, passing other one-inch diameter pipes found at 190.75 feet, 255.30 feet, and at 370.17 feet;
- 5.) Thence S67°24'04"W 117.06 feet to a one-inch diameter pipe found, passing an iron pin found at 90.46 feet capped England at the northeast corner of Lot 2817 of Cable Acres Addition;
- 6.) Thence N84°53'28"W 401.72 feet along the north line of the Cable Acres Addition to one-inch diameter pipe found, passing a #5 rebar found at 395.53 feet;
- 7.) Thence S70°06'21"W 204.80 feet along the north line of the Cable Acres Addition to a point in the center of Cable Lane, passing a one-inch diameter pipe found at 56.95 feet, and an iron pin set at 178.34 feet;
- 8.) Thence N17°37'40"W 352.58 feet to a point in the center of Cable Lane;
- 9.) Thence N10°25'58"W 95.10 feet to a point in the center of Cable Lane;
- 10.) Thence S89°53'53"E 220.78 feet along the south boundary of Lot 3393 of the Jagers Subdivision to a one-inch diameter square steel found, passing an iron pin set at 54.23 feet;
- 11.) Thence N15°33'24"E 100.52 feet along the east line of Lot 3393 to a one-inch diameter square steel found;
- 12.) Thence N89°53'53"W 46.96 feet along the north line of Lot 3393 to an iron pin set;
- 13.) Thence N06°37'07"E 97.22 feet along the east line of Lot 3394 to a one-inch diameter square steel found;
- 14.) Thence N03°35'07"E 96.77 feet along the east line of Lot 3395 to a one-inch diameter square steel found;
- 15.) Thence N04°43'07"E 96.90 feet along the east line of Lot 3396 to a #5 rebar found;
- 16.) Thence N89°53'53"W 134.54 feet along the north line of Lot 3396 to a point in the center of Cable Lane, passing a one-inch diameter square steel found at 79.12 feet;
- 17.) Thence N15°21'31"E 248.15 feet to a point in the center of Cable Lane;
- 18.) Thence N18°48'23"E 116.39 feet to a point in the center of Cable Lane;
- 19.) Thence N28°29'04"E 84.10 feet to a point in the center of Cable Lane;
- 20.) Thence N27°25'21"E 155.63 feet to a point in the center of Cable Lane;
- 21.) Thence N21°42'54"E 39.50 feet to a point in the center of Cable Lane;
- 22.) Thence S85°44'13"E 1023.20 feet along a common boundary to Cantino 99-782, and Cable Lane Farms 558-2242, (passing an iron pin set at 50.00 feet, passing an iron pin set at 259.90 feet, and passing a one-inch diameter pipe found at 698.86 feet) to the point of beginning containing a total of 34.874 acres.

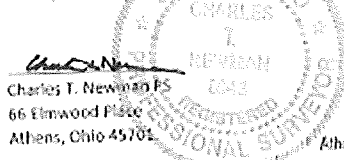
Plat of Survey is attached herewith and made a part thereof.

Subject to all easements, rights-of-way, covenants, and agreements of record.

Iron Pins Set are number 5 rebar, 30-inches in length capped NEWMAN PS-8043

Basis of Bearings: Ohio State Plane Coordinate System, Ohio South Zone, NAD83.

Survey completed by Charles T. Newman, Licensed Professional Surveyor 8043 on January 12, 2023.


Charles T. Newman PS
66 Elmwood Place
Athens, Ohio 45701

Legal Description Plat Approval
APPROVED
All transfers are subject to
Athens County Covenants Standards

Description Checked for
Mathematical Accuracy
Athens County
ENGINEER'S OFFICE

BY: 
DATE: 1/24/23

JAN 25 2023

Jill Thompson
Athens County Auditor

ATTACHMENT B
ANNEXATION AGREEMENT

68 Elmwood Place
Alhambra, Ohio 45701

740-594-1884
740-594-9413

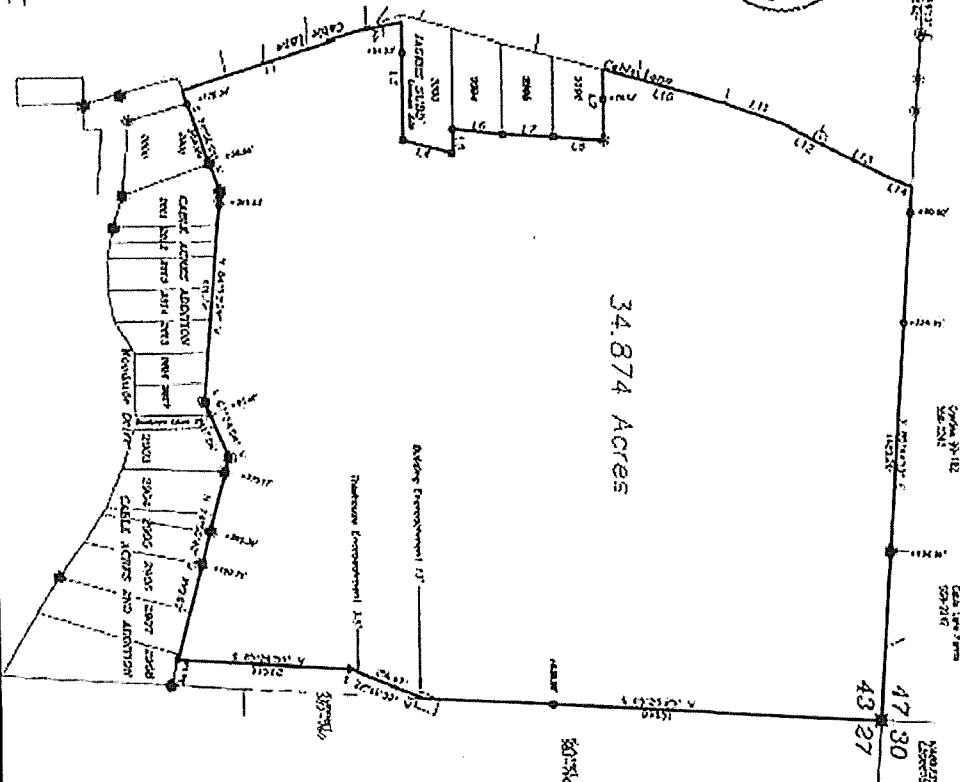
147 842905579
E22944576

STAT

STATE OF OHIO
COUNTY OF COLUMBIA
5-80-3

Decision-Making for

DATE: 1/25/25



0-90-24

Introduced by All Members of Council
Committee of the Whole

AN ORDINANCE AMENDING TITLE 7, TRAFFIC CODE, SECTIONS 7.02.11, 7.02.17, 7.02.23, 7.03.07, 7.03.07.1, 7.03.25, 7.04.58, AND 7.05.31; AND REPEALING ALL ORDINANCES INCONSISTENT THEREWITH.

WHEREAS, the duly elected governing authority of the City of Athens, Ohio is authorized by ORC § 715.01 to adopt ordinances relating to its property, affairs and local government;

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

SECTION I: The Code of Ordinances of the City of Athens, Ohio (meaning City Municipal Code) is hereby amended by adding certain provisions.

SECTION II: The addition, amendment, or removal of Municipal Athens City Code Sections when passed in such form as to indicate the intention of the governing authority of the City of Athens, Ohio to make the same a part of the Municipal Code shall be deemed to be incorporated in the Municipal Code, so that reference to the Municipal Code includes the additions, amendments, and removals.

SECTION III: The codifier (meaning the person, agency or organization authorized to prepare the supplement to the Code of Ordinances of the City of Athens, Ohio) is authorized to exclude and omit any provisions of this ordinance that are inapplicable to the City's Municipal Code.

SECTION IV: Supplementation of Code.

(a) In preparing a supplement to the City's Municipal Code, all portions of this ordinance which have been repealed shall be excluded from the City's Municipal Code by the omission thereof from reprinted pages.

(b) When preparing a supplement to the City's Municipal Code, the codifier (meaning the person, agency or organization authorized to prepare the supplement) may make formal, non-substantive changes in this ordinance and parts of this ordinance included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, the codifier may:

(1) Organize the ordinance material into appropriate subdivisions;

(2) Provide appropriate catchlines, headings and titles for sections and other subdivisions of the City's Municipal Code printed in the supplement, and make

changes in such catchlines, headings, and titles;

(3) Assign appropriate numbers to sections and other subdivisions to be inserted in the City's Municipal Code and, where necessary to accommodate new material, change existing section or other subdivision numbers;

(4) Change the words "this ordinance" or words of the same meaning to "this chapter," "this article," "this division," etc., as the case may be, or to "sections 7.02.11, 7.02.17, 7.02.23, 7.03.07, 7.03.07.1, 7.03.25, 7.04.58, AND 7.05.31; and

(5) Make other non-substantive changes necessary to preserve the original meaning of ordinance sections inserted into the City's Municipal Code; but in no case shall the codifier make any change in the meaning or effect of ordinance material included in the supplement or already embodied in the City's Municipal Code.

(c) In preparing a supplement to the City's Municipal Code, the pages of a supplement shall be so numbered that they will fit properly into the City's Municipal Code and will, where necessary, replace pages which have become obsolete or partially obsolete, and the new pages shall be so prepared that, when they have been inserted, the City's Municipal Code will be current through the date of the adoption of the latest ordinance included in the supplement.

SECTION V: If any section, subsection, sentence, clause, phrase or portion of the Ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances. The governing authority of the City of Athens, Ohio hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION VI: Any ordinances or resolutions inconsistent herewith are hereby repealed.

SECTION VII: Provisions of Section VIII that duplicate or track State statutes which do not become effective until after the effective date of this ordinance, shall not take effect until such statutes take effect.

SECTION VIII: The Athens City Municipal Code, Title 7, Traffic Code, is hereby amended as attached hereto and incorporated herein by reference.

SECTION IX: 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

7.02.11. ~~Lights on s~~Slow moving vehicles.

~~(A) All vehicles other than bicycles, including animal drawn vehicles and vehicles referred to in Paragraph (G) of Section 4513.02 of the Revised Code, not specifically required to be equipped with lamps or other lighting devices by Sections 4513.03 to 4513.10 of the Ohio Revised Code, shall, at all times specified in Section 4513.03 of the Ohio Revised Code, be equipped with at least one lamp displaying a white light visible from a distance of not less than 1,000 feet to the front of the vehicle, and shall also be equipped with two lamps displaying red light visible from a distance of not less than 1,000 feet to the rear of the vehicle, or as an alternative, one lamp displaying a red light visible from a distance of not less than 1,000 feet to the rear and two red reflectors visible from all distances of 600 feet to 100 feet to the rear when illuminated by the lawful lower beams of headlamps. Every animal drawn vehicle shall at all times be equipped with a slow moving vehicle emblem complying with Paragraph (B) of this section.~~

~~Lamps and reflectors required by this section shall meet standards adopted and promulgated by the director of public safety.~~

~~(B) All boat trailers, farm machinery, and other machinery including all road construction machinery, upon a street or highway, except when being used in actual construction and maintenance work in an area guarded by a flagperson, or where flares are used, or when operating or traveling within the limits of a construction area designated by the director of transportation, a city engineer, or the county engineer of the several counties, when such construction area is marked in accordance with requirements of the director and the manual of uniform traffic control devices, as set forth in Section 4511.09 of the Ohio Revised Code, which is designed for operation at a speed of 25 miles an hour or less shall be operated at a speed not exceeding 25 miles per hour, and shall display a triangular slow moving vehicle emblem (SMV). The emblem shall be mounted so as to be visible from a distance of not less than 500 feet to the rear. The director of public safety shall adopt standards and specifications for the design and position of mounting the SMV emblem. The standards and specifications for SMV emblems referred to in this section shall correlate with and, so far as possible, conform with those approved by the American Society of Agricultural Engineers.~~

~~A unit of farm machinery that is designed by its manufacturer to operate at a speed greater than 25 miles per hour may be operated on a street or highway at a speed greater than 25 miles per hour provided it is operated in accordance with this section.~~

~~As used in this division, "machinery" does not include any vehicle designed to be drawn by an animal.~~

~~(C) The use of this emblem shall be restricted to animal drawn vehicles, and to the slow moving vehicles specified in Paragraph (B) of this section operating or traveling within the limits of the highway. Its use on slow moving vehicles being transported~~

~~upon other types of vehicles or on any other type of vehicle or stationary object on the highway is prohibited.~~

- ~~(D) No person shall sell, lease, rent, or operate any boat trailer, farm machinery, or other machinery defined as a slow-moving vehicle, as defined in subsection (B) of this section, except those units designed to be completely mounted on a primary power unit, which is manufactured or assembled on or after April 1, 1966, unless the vehicle is equipped with a slow-moving vehicle emblem mounting device as specified in subsection (B) of this section.~~

~~No person shall sell, lease, rent, or operate on a street or highway any unit of farm machinery that is designed by its manufacturer to operate at a speed greater than 25 miles per hour unless the unit displays a slow-moving vehicle emblem as specified in subsection (B) of this section and a speed identification symbol that meets the specifications contained in the American Society of Agricultural Engineers Standard ANSI/ASAE S584 JAN2005, agricultural equipment: speed identification symbol (SIS).~~

- ~~(E) The boat trailer, farm machinery, or other slow-moving vehicles specified in subsection (B) of this section may, in addition to the use of the slow-moving vehicle emblem, and any unit of farm machinery that is designed by its manufacturer to operate at a speed greater than 25 miles per hour, in addition to the display of a speed identification symbol, may be equipped with a red flashing light which shall be visible from a distance of not less than 1,000 feet to the rear at all times specified in Section 4513.03 of the Ohio Revised Code. When a double-faced light is used, it shall display amber light to the front and red light to the rear.~~

~~In addition to the lights described in this division, farm machinery and motor vehicles escorting farm machinery may display a flashing, oscillating, or rotating amber light, as permitted by Section 4513.17 of the Revised Code, and also may display simultaneously flashing turn signals or warning lights, as permitted by that section.~~

- ~~(F) Every animal-drawn vehicle upon a street or highway shall at all times be equipped in one of the following ways:~~

- ~~(1) With a slow-moving vehicle emblem complying with subsection (B) of this section;~~
- ~~(2) With alternate reflective material complying with rules adopted under this division;~~
- ~~(3) With both a slow-moving vehicle emblem and alternate reflective material as specified in this division.~~

~~The director of public safety, subject to Chapter 119 of the Revised Code, shall adopt rules establishing standards and specifications for the position of mounting of the alternate reflective material authorized by this division. The rules shall permit, as a minimum, the alternate reflective material to be black, gray, or silver in color. The alternate reflective material shall be mounted on the animal-drawn vehicle so as to be visible, at all times specified in Section 4513.03 of the Revised Code, from a distance of not less than 500 feet to the rear when illuminated by the lawful lower beams of headlamps.~~

~~(G) Every unit of farm machinery that is designed by its manufacturer to operate at a speed greater than 25 miles per hour shall display a slow-moving vehicle emblem and a speed identification symbol that meets the specifications contained in the American society of agricultural engineers standard ANSI/SAE S584 JAN 2005, agricultural equipment: speed identification symbol (SIS) when the unit is operated upon a street or highway, irrespective of the speed at which the unit is operated on the street or highway. The speed identification symbol shall indicate the maximum speed in miles per hour at which the unit of farm machinery is designed by its manufacturer to operate. The display of the speed identification symbol shall be in accordance with the standard prescribed in this division.~~

~~If an agricultural tractor that is designed by its manufacturer to operate at a speed greater than 25 miles per hour is being operated on a street or highway at a speed greater than 25 miles per hour and is towing, pulling, or otherwise drawing a unit of farm machinery, the unit of farm machinery shall display a slow-moving vehicle emblem and a speed identification symbol that is the same as the speed identification symbol that is displayed on the agricultural tractor.~~

~~(H) When an agricultural tractor that is designed by its manufacturer to operate at a speed greater than 25 miles per hour is being operated on a street or highway at a speed greater than 25 miles per hour, the operator shall possess some documentation published or provided by the manufacturer indicating the maximum speed in miles per hour at which the manufacturer designed the agricultural tractor to operate.~~

~~(I) Whoever violates this section is guilty of a minor misdemeanor.~~

~~(J) As used in this section, "boat trailer" means any vehicle designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of no more than ten miles and at a speed of 25 miles per hour or less.~~

~~(RC 5624.22)~~

As used in sections 7.02:

(A) "Boat trailer" means any vehicle designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of no more than ten miles and at a speed of twenty-five miles per hour or less.

(B) "Slow-moving vehicle" and "SMV" mean a boat trailer, unit of farm machinery, road construction machinery, or other machinery designed by the manufacturer to operate at a speed of twenty-five miles per hour or less. "Slow-moving vehicle" and "SMV" do not include a bicycle, motorized bicycle, electric bicycle, or animal-drawn vehicle.

(RC 4513.11)

(Ord. No. 0-134-21, § I, 11-15-2021)

7.02.17. Number of lights permitted; red and flashing lights.

- (A) Whenever a motor vehicle equipped with headlights is also equipped with any auxiliary lights or spotlight or any other light on the front thereof projecting a beam of an intensity greater than 300 candle power, not more than a total of five of any such lights on the front of a vehicle shall be lighted at any one time when said vehicle is upon a highway.
- (B) Any lighted light or illuminating device upon a motor vehicle, other than headlights, spotlights, signal lights, or auxiliary driving lights, which projects a beam of light of an intensity greater than 300 candle power shall be so directed that no part of the beam will strike the level of the roadway on which the vehicle stands at a distance of more than 75 feet from the vehicle.
- (C) (1) Flashing lights are prohibited on motor vehicles, except as a means for indicating a right or a left turn, or in the presence of a vehicular traffic hazard requiring unusual care in approaching or overtaking or passing.

(2) The prohibition in division (C)(1) of this section does not apply to any of the following:

- ~~(C) (1) Flashing lights are prohibited on motor~~ a) **Emergency** vehicles, except as a means for indicating a right or a left turn, or in the presence of vehicular traffic hazard requiring unusual care in approaching, or overtaking or passing.
- ~~(2) The prohibition in subsection (C)(1) of this section does not apply to any of the following:~~
 - (a) ~~Emergency vehicles,~~ road service vehicles servicing or towing a disabled vehicle, stationary waste collection vehicles actively collecting garbage, refuse, trash, or recyclable materials on the roadside, rural mail delivery vehicles, vehicles as provided in Section 4513.182 of the Ohio Revised Code, highway maintenance vehicles, and similar equipment operated by the department or local authorities, provided such vehicles are equipped with and display, when used on a street or highway for the special purpose necessitating such lights, a flashing, oscillating, or rotating amber light;
 - (b) Vehicles or machinery permitted by Section 4513.111 of the Ohio Revised Code to have a flashing red light;
 - (c) Farm machinery and vehicles escorting farm machinery, provided such machinery and vehicles are equipped with and display, when used on a street or highway, a flashing, oscillating, or rotating amber light. Farm machinery also may display the lights described in Section 4513.111 of the Ohio Revised Code.
 - (d) A funeral hearse or funeral escort vehicle, provided that the funeral hearse or funeral escort vehicle is equipped with and displays, when used on a street or highway for the special purpose necessitating such lights, a flashing, oscillating, or rotating purple or amber light.

(e) A vehicle being used for emergency preparedness, response, and recovery activities, as those terms are defined in section 5502.21 of the Revised Code, that is equipped with and displays, when used on a street or highway for the special purpose necessitating such lights, a flashing, oscillating, or rotating amber or red and white light, provided that the vehicle is being operated by a person from one of the following and the vehicle is clearly marked with the applicable agency's or authority's insignia:

(i) The Ohio emergency management agency;

(ii) A countywide emergency management agency established under section 5502.26 of the Revised Code;

(iii) A regional authority for emergency management established under section 5502.27 of the Revised Code;

(iv) A program for emergency management established under section 5502.271 of the Revised Code.

- (3) Subsection **Division** (C)(1) of this section does not apply to animal-drawn vehicles subject to Section 4513.144 of the Ohio Revised Code.
- (D) (1) Except a person operating a public safety vehicle, as defined in subsection (E) of Section 4511.01 of the Ohio Revised Code, or a school bus, no person shall operate, move, or park upon, or permit to stand within the right-of-way of any public street or highway any vehicle or equipment that is equipped with and displaying a flashing red or a flashing combination red and white light, or an oscillating or rotating red light, or a combination red and white oscillating or rotating light.
- (2) Except a public law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state, operating a public safety vehicle when on duty, no person shall operate, move, or park upon, or permit to stand within the right-of-way of any street or highway any vehicle or equipment that is equipped with, or upon which is mounted, and displaying a flashing blue or a flashing combination blue and white light, or an oscillating or rotating blue light, or a combination blue and white oscillating or rotating light.
- (E) This section does not prohibit the use of warning lights required by law or the simultaneous flashing of turn signals on disabled vehicles or on vehicles being operated in unfavorable atmospheric conditions in order to enhance their visibility. This section also does not prohibit the simultaneous flashing of turn signals or warning lights either on farm machinery or vehicles escorting farm machinery, when used on a street or highway.
- (F) Whoever violates this section is guilty of a minor misdemeanor.

(R.C. 4513.17)

7.02.23. Signs on windshield; wipers required.

- (A) No person shall drive any motor vehicle on a street or highway, other than a motorcycle or motorized bicycle, that is not equipped with a windshield.
- (B) (1) No person shall drive any motor vehicle, other than a bus, with any sign, poster, or other nontransparent material upon the front windshield, side or rear windows of the such vehicle other than a certificate or other paper required to be so displayed by law, except that there may be in the lower right-hand corner of the windshield a sign or poster not to exceed four inches in height by six inches in width. No sign, poster, or decal shall be displayed in the front windshield in such a manner as to conceal the vehicle identification number for the motor vehicle when, in accordance with federal law, that number is located inside the vehicle passenger compartment and so placed as to be readable through the vehicle glazing without moving any part of the vehicle.
- (2) Subsection (B)(1) of this section does not apply to a person who is driving a passenger car with an electronic device, including an antenna, electronic tolling or other transponder, camera, directional navigation device, or other similar electronic device located in the front windshield if **either of the device meets both of the following apply to the device:**
- (a) **It is a "vehicle safety technology" as defined in 49 C.F.R. 393.5. and complies with 49 C.F.R. 393.60(e)(1)(ii).**
- (ab) **It does not restrict the vehicle operator's sight lines to the road and highway signs and signals, and it does not conceal the vehicle identification number.**
- ~~(b) It does not conceal the vehicle identification number.~~
- (3) Subsection (B)(1) of this section does not apply to a person who is driving a commercial car with an electronic device, including an antenna, electronic tolling or other transponder, camera, directional navigation device, or other similar electronic device located in the front windshield if **either of the device meets both of the following apply to the device:**
- (a) **It is a "vehicle safety technology" as defined in 49 C.F.R. 393.5. and complies with 49 C.F.R. 393.60(e)(1)(ii).**
- (ab) **It does not restrict the vehicle operator's sight lines to the road and highway signs and signals, and it is mounted not more than eight and one-half inches below the upper edge of the windshield.**
- ~~(b) It is mounted not more than six inches below the upper edge of the windshield and is outside the area swept by the vehicle's windshield wipers.~~
- (C) The windshield on every motor vehicle, streetcar, and trackless trolley shall be equipped with a device for cleaning rain, snow or other moisture from the windshield, which device shall be maintained in good working order and so constructed as to be controlled or operated by the operator of the vehicle.

(D) No person shall operate any vehicle in which the operator's view through the windshield or any window is obstructed due to the glass being dirty, cracked, blurred or nontransparent.

(E) Whoever violates this section is guilty of a minor misdemeanor.

(RC 4513.24)

(Ord. No. 0-134-21, § I, 11-15-2021)

7.03.07. Prohibition against driving while under the influence of alcohol or drugs with certain concentration of alcohol in bodily substances; chemical analysis.

(A) (1) No person shall operate any vehicle, streetcar, or trackless trolley within this state, if any of the following apply:

(a) The person is under the influence of alcohol, a drug of abuse, or a combination of them.

(b) The person has a concentration of 0.08 percent or more but less than 0.17 percent by weight per unit volume of alcohol in the person's whole blood.

(c) The person has a concentration of 0.096 percent or more but less than 0.204 percent by weight per unit volume of alcohol in the person's blood serum or plasma.

(d) The person has a concentration of 0.08 grams or more but less than 0.17 grams by weight of alcohol per 210 liters of the person's breath.

(e) The person has a concentration of 0.11 grams or more but less than 0.238 grams by weight of alcohol per 100 milliliters of the person's urine.

(f) The person has a concentration of 0.17 percent or more by weight per unit volume of alcohol in the person's whole blood.

(g) The person has a concentration of 0.204 percent or more by weight per unit volume of alcohol in the person's blood serum or plasma.

(h) The person has a concentration of 0.17 grams or more by weight of alcohol per 210 liters of the person's breath.

(i) The person has a concentration of 0.238 grams or more by weight of alcohol per 100 milliliters of the person's urine.

(j) Except as provided in subsection (K) of this section, the person has a concentration of any of the following controlled substances or metabolites of a controlled substance in the person's whole blood, blood serum or plasma, or urine that equals or exceeds any of the following:

1. The person has a concentration of amphetamine in the person's urine of at least 500 nanograms of amphetamine per milliliter of the person's urine or has a concentration of amphetamine in the person's whole blood or blood serum or plasma of at least 100 nanograms of

amphetamine per milliliter of the person's whole blood or blood serum or plasma.

2. The person has a concentration of cocaine in the person's urine of at least 150 nanograms of cocaine per milliliter of the person's urine or has a concentration of cocaine in the person's whole blood or blood serum or plasma of at least 50 nanograms of cocaine per milliliter of the person's whole blood or blood serum or plasma.
3. The person has a concentration of cocaine metabolite in the person's urine of at least 150 nanograms of cocaine metabolite per milliliter of the person's urine or has a concentration of cocaine metabolite in the person's whole blood or blood serum or plasma of at least 50 nanograms of cocaine metabolite per milliliter of the person's whole blood or blood serum or plasma.
4. The person has a concentration of heroin in the person's urine of at least 2,000 nanograms of heroin per milliliter of the person's urine or has a concentration of heroin in the person's whole blood or blood serum or plasma of at least 50 nanograms of heroin per milliliter of the person's whole blood or blood serum or plasma.
5. The person has a concentration of heroin metabolite (6-monoacetyl morphine) in the person's urine of at least ten nanograms of heroin metabolite (6-monoacetyl morphine) per milliliter of the person's urine or has a concentration of heroin metabolite (6-monoacetyl morphine) in the person's whole blood or blood serum or plasma of at least ten nanograms of heroin metabolite (6-monoacetyl morphine) per milliliter of the person's whole blood or blood serum or blood serum or plasma.
6. The person has a concentration of L.S.D. in the person's urine of at least 25 nanograms of L.S.D. per milliliter of the person's urine or a concentration of L.S.D. in the person's whole blood or blood serum or plasma of at least ten nanograms of L.S.D. per milliliter of the person's whole blood or blood serum or plasma.
7. The person has a concentration of marihuana in the person's urine of at least ten nanograms of marihuana per milliliter of the person's urine or has a concentration of marijuana in the person's whole blood or blood serum or plasma of at least two nanograms of marihuana per milliliter of the person's whole blood or blood serum or plasma.
8. Either of the following applies:
 - a. The person is under the influence of alcohol, a drug of abuse, or combination of them, and the person has a concentration of marihuana metabolite in the person's urine or at least 15 nanograms of marihuana metabolite per milliliter of the person's urine or has a concentration of marihuana metabolite in the person's whole blood or blood serum or plasma of at least five

nanograms of marihuana metabolite per milliliter of the person's whole blood or blood serum or plasma.

- b. The person has a concentration of marihuana metabolite in the person's urine of at least 35 nanograms of marijuana metabolite per milliliter of the person's urine or has a concentration of marihuana metabolite in the person's whole blood or blood serum or plasma of at least 50 nanograms of marihuana metabolite per milliliter of the person's whole blood or blood serum or plasma.
 9. The person has a concentration of methamphetamine in the person's urine of at least 500 nanograms of methamphetamine per milliliter of the person's urine or has a concentration of methamphetamine in the person's whole blood or blood serum or plasma of at least 100 nanograms of methamphetamine per milliliter of the person's whole blood or blood serum or plasma.
 10. The person has a concentration of phencyclidine in the person's urine of at least 25 nanograms of phencyclidine per milliliter of the person's urine or has a concentration of phencyclidine in the person's whole blood or blood serum or plasma of at least ten nanograms of phencyclidine per milliliter of the person's whole blood or blood serum or plasma.
 11. The State Board of Pharmacy has adopted a rule pursuant to R.C. § 4729.041 that specifies the amount of salvia divinorum and the amount of salvinorin A that constitute concentrations of salvia divinorum and salvinorin A in a person's urine, in a person's whole blood, or in a person's blood serum or plasma at or above which the person is impaired for purposes of operating any vehicle within this state, the rule is in effect, and the person has a concentration of salvia divinorum or salvinorin A of at least that amount so specified by the rule in the person's urine, in the person's whole blood, or in the person's blood serum or plasma.
- (2) No person who, within 20 years of the conduct described in subsection (A)(2)(a) of this section, previously has been convicted of or pleaded guilty to a violation of this division or a substantially equivalent state law or municipal ordinance, a violation of subsection (A)(1) or ~~(B)~~ of this section or a substantially equivalent state law or municipal ordinance, or any other equivalent offense shall do both of the following:
- (a) Operate any vehicle within this municipality while under the influence of alcohol, a drug of abuse, or a combination of them:
 - (b) Subsequent to being arrested for operating the vehicle as described in subsection (A)(2)(a) of this section, being asked by a law enforcement officer to submit to a chemical test or tests under R.C. § 4511.191 or any substantially equivalent municipal ordinance, and being advised by the officer in accordance with R.C. § 4511.192 or any substantially equivalent

municipal ordinance of the consequences of the person's refusal or submission to the test or tests, refuse to submit to the test or tests.

- (B) No person under 21 years of age shall operate any vehicle within this municipality, if, at the time of the operation, any of the following apply:
- (1) The person has a concentration of at least 0.02 percent but less than 0.08 percent by weight per unit volume of alcohol in the person's whole blood.
 - (2) The person has a concentration of at least 0.03 percent, but less than 0.096 percent by weight per unit volume of alcohol in the person's blood serum or plasma.
 - (3) The person has a concentration of at least 0.02 grams but less than 0.08 grams by weight of alcohol per 210 liters of the person's breath.
 - (4) The person has a concentration of at least 0.028 grams but less than 0.11 grams by weight of alcohol per 100 milliliters of the person's urine.
- (C) In any proceeding arising out of one incident, a person may be charged with a violation of subsection (A)(1)(a) or (A)(2) and a violation of subsection (B)(1), (B)(2), or (B)(3) of this section, but the person may not be convicted of more than one violation of these divisions.
- (D) (1) (a) In any criminal prosecution or juvenile court proceeding for a violation of subsection (A)(1)(a) of this section or for an equivalent offense that is vehicle-related, the result of any test of any blood or urine withdrawn and analyzed at any health care provider, as defined in R.C. § 2317.02, may be admitted with expert testimony to be considered with any other relevant and competent evidence in determining the guilt or innocent of the defendant.
- (b) In any criminal prosecution for a violation of subsection (A) or (B) of this section or for any equivalent offense that is vehicle-related, the court may admit evidence on the concentration of alcohol, drugs of abuse, controlled substances, metabolites of controlled substance, or a combination of them in the defendant's whole blood, blood serum or plasma, breath, urine, or other bodily substance at the time of the alleged violation as shown by chemical analysis of the substance withdrawn within three hours of the time of the alleged violation. The three-hour time limit specified in this division regarding the admission of evidence does not extend or affect the two hour time limit specified in R.C. § 4511.192(A) as the maximum period of time during which a person may consent to a chemical test or tests as described in that section. The court may admit evidence on the concentration of alcohol, drugs of abuse, or a combination of them as described in this division when a person submits to a blood test at the request of a law enforcement officer under R.C. § 4511.191 or a substantially equivalent municipal ordinance, or a blood or urine sample is obtained pursuant to a search warrant. Only a physician, a registered nurse, an emergency medical technician-intermediate, an emergency medical technician-paramedic, or a qualified technician, chemist, or phlebotomist shall withdraw a blood sample for the purpose of determining the alcohol, drug,

controlled substance, metabolite of a controlled substance, or combination content of the whole blood, blood serum, or blood plasma. This limitation does not apply to the taking of breath or urine specimens. A person authorized to withdraw blood under this division may refuse to withdraw blood under this division, if in that person's opinion, the physical welfare of the person would be endangered by the withdrawing of blood. The bodily substance withdrawn under this subsection (D)(1)(b) shall be analyzed in accordance with methods approved by the director of health by an individual possessing a valid permit issued by the director pursuant to R.C. § 3701.143.

- (c) As used in subsection (D)(1)(b) of this section, "emergency medical technician—intermediate" and "emergency medical technician—paramedic" have the same meanings as in R.C. § 4765.01.
- (2) In a criminal prosecution for a violation of subsection (A) of this section or for an equivalent offense that is vehicle-related. If there was at the time the bodily substance was withdrawn a concentration of less than the applicable concentration of alcohol specified in subsections (A)(1)(b), (A)(1)(c), (A)(1)(d) and (A)(1)(e) of this section or less than the applicable concentration of a listed controlled substance or a listed metabolite of a controlled substance specified for a violation of subsection (A)(1)(j) of this section, that fact may be considered with other competent evidence in determining the guilt or innocence of the defendant. This division does not limit or affect a criminal prosecution for a violation of subsection (B) of this section.
- (3) Upon the request of the person who was tested, the results of the chemical test shall be made available to the person or the person's attorney, immediately upon the completion of the chemical test analysis. If the chemical test was obtained pursuant to subsection (D)(1)(b) of this section, the person tested may have a physician, a registered nurse, or a qualified technician, chemist, or phlebotomist of the person's own choosing administer a chemical test or tests, at the person's expense, in addition to any administered at the request of a law enforcement officer. If the person was under arrest as described in R.C. § 4511.191(A)(5), the arresting officer shall advise the person at the time of the arrest that the person may have an independent chemical test taken at the person's own expense. If the person was under arrest other than described in R.C. § 4511.191(A)(5), the form to be read to the person to be tested as required under Section 7.03.07.1, shall state that the person may have an independent test performed at the person's expense. The failure or inability to obtain an additional chemical test by a person shall not preclude the admission of evidence relating to the chemical test or tests taken at the request of a law enforcement officer.
- (4) (a) As used in subsection (D)(4)(b) and (D)(4)(c) of this section, "National Highway Traffic Safety Administration" means the National Highway Traffic Safety Administration established as an administration of the United States Department of Transportation under 96 Stat 2415 (1983), 49 U.S.C. § 105.

- (b) In any criminal prosecution or juvenile court proceeding for a violation of subsection (A) or (B) of this section, of a municipal ordinance relating to operating a vehicle while under the influence of alcohol, a drug of abuse, or alcohol and a drug of abuse, or of a municipal ordinance relating to operating a vehicle with a prohibited concentration of alcohol, a controlled substance, or a metabolite of a controlled substance in the whole blood, blood serum or plasma, breath, or urine, if a law enforcement officer has administered a field sobriety test to the operator of the vehicle involved in the violation and if it is shown by clear and convincing evidence that the officer administered the test in substantial compliance with the testing standards for any reliable, credible, and generally accepted field sobriety tests that were in effect at the time the tests were administered, including but not limited to any testing standards then in effect that were set by the National Highway Traffic Safety Administration, all of the following apply:
1. The officer may testify concerning the results of the field sobriety test so administered.
 2. The prosecution may introduce the results of the field sobriety test so administered as evidence in any proceedings in the criminal prosecution or juvenile court proceeding.
 3. If testimony is presented or evidence is introduced under subsection (D)(4)(b)(1) or (D)(4)(B)2. of this section and if the testimony or evidence is admissible under the Rules of Evidence, the court shall admit the testimony or evidence and the trier of fact shall give it whatever weight the trier of fact considers to be appropriate.
- (c) Subsection (D)(4)(b) of this section does not limit or preclude a court, in its determination of whether the arrest of a person was supported by probable cause or its determination of any other matter in a criminal prosecution or juvenile court proceeding of a type described in that division, from considering evidence or testimony that is not otherwise disallowed by subsection (D)(4)(b) of this section.
- (E) (1) Subject to subsection (E)(3) of this section, in any criminal prosecution or juvenile court proceeding for a violation of subsection (A)(1)(b), (A)(1)(c), (A)(1)(d), (A)(1)(e), (A)(1)(f), (A)(1)(g), (A)(1)(h), (A)(1)(i), or (A)(1)(j) or (B)(1), (B)(2), (B)(3) or (B)(4) of this section or for any equivalent offense that is substantially equivalent to any of those divisions, a laboratory report from any laboratory personnel issued a permit by the department of health authorizing an analysis as described in this division that contains an analysis of the whole blood, blood serum or plasma, breath, urine, or other bodily substance tested and that contains all of the information specified in this division shall be admitted as prima facie evidence of the information and statements that the report contains. The laboratory report shall contain all of the following:
- (a) The signature, under oath, of any person who performed the analysis;

- (b) Any findings as to the identify and quantity of alcohol, a drug of abuse, a controlled substance, a metabolite of a controlled substance, or a combination of them that was found;
 - (c) A copy of a notarized statement by the laboratory director or a designee of the director that contains the name of each certified analyst or test performer involved with the report, the analyst's or test performer's employment relationship with the laboratory that issued the report, and a notation that performing an analysis of the type involved is part of the analyst's or test performer's regular duties;
 - (d) An outline of the analyst's or test performer's education, training, and experience in performing the type of analysis involved and a certification that the laboratory satisfies appropriate quality control standards in general and, in this particular analysis, under rules of the Department of Health.
- (2) Notwithstanding any other provision of law regarding the admission of evidence, a report of the type described in subsection (E)(1) of this section is not admissible against the defendant to whom it pertains in any proceeding, other than a preliminary hearing or a grand jury proceeding, unless the prosecutor has served a copy of the report on the defendant's attorney or, if the defendant has no attorney, on the defendant.
- (3) A report of the type described in subsection (E)(1) of this section shall not be prima facie evidence of the contents, identity, or amount of any substance if, within seven days after the defendant to whom the report pertains or the defendant's attorney receives a copy of the report, the defendant or the defendant's attorney demands the testimony of the person who signed the report. The judge in the case may extend the seven-day time limit in the interest of justice.
- (F) (1) Except as otherwise provided in this division, any physician, registered nurse, emergency medical technician-intermediate, emergency medical technician-paramedic, or qualified technician, chemist, or phlebotomist who withdraws blood from a person pursuant to this section or R.C. § 4511.19, 4511.191, or 4511.192, and any hospital first-aid station, or clinic at which blood is withdrawn from a person pursuant to this section or R.C. § 4511.19, 4511.191 or 4511.192, is immune from criminal liability and civil liability based upon a claim of assault and battery or any other claim that is not a claim of malpractice, for any act performed in withdrawing blood from the person. The immunity provided in this division also extends to an emergency medical service organization that employs an emergency medical technician-intermediate or emergency medical technician-paramedic who withdraws blood under this section. The immunity provided in this division is not available to a person who withdraws blood if the person engages in willful or wanton misconduct.
- (2) As used in subsection (F)(1), "emergency medical technician—intermediate" and "emergency medical technician—paramedic" have the same meaning as in R.C. § 4765.01.

- (G) (1) Whoever violates any provision of subsections (A)(1)(a) through (A)(1)(i) or (A)(2) of this section is guilty of operating a vehicle under the influence of alcohol, a drug of abuse, or a combination of them. Whoever violates subsection (A)(1)(j) of this section is guilty of operating a vehicle while under the influence of a listed controlled substance or a listed metabolite of a controlled substance. The court shall sentence the offender for either offense under R.C. Chapter 2929, except as otherwise authorized for or required by subsections (G)(1)(a) through (G)(1)(e) of this section:
- (a) Except as otherwise provided in subsection (G)(1)(b), (G)(1)(c), (G)(1)(d), or (G)(1)(e) of this section, the offender is guilty of a misdemeanor of the first degree, and the court shall sentence the offender to all of the penalties and sanctions provided in R.C. § 4511.19(G)(1)(a)(i) through (G)(1)(a)(iv).
 - (b) Except as otherwise provided in subsection (G)(1)(e) of this section, an offender who, within ten years of the offense, previously has been convicted of or pleaded guilty to one violation of subsection (A) ~~or (B)~~ of this section or one other equivalent offense is guilty of a misdemeanor of the first degree. The court shall sentence the offender to all of the penalties and sanctions provided in R.C. § 4511.19(G)(1)(b)(i) through (G)(1)(b)(v).
 - (c) Except as otherwise provided in subsection (G)(1)(e) of this section, an offender who, within ten years of the offense, previously has been convicted of or pleaded guilty to two violations of subsection (A) ~~or (B)~~ of this section or other equivalent offenses is guilty of a first degree misdemeanor. The court shall sentence the offender to all of the penalties and sanctions provided in R.C. § 4511.19(G)(1)(c)(i) through (G)(1)(c)(vi).
 - (d) Except as otherwise provided in subsection (G)(1)(e) of this section, an offender who, within ten years of the offense, previously has been convicted of or pleaded guilty to three or more violations of subsection (A) ~~or (B)~~ of this section or other equivalent offenses ~~or, an offender who, within 20 years of the offense, previously has been convicted of or pleaded guilty to five or more violations of that nature, or an offender who previously has been convicted of or pleaded guilty to a specification of the type described in R.C. § 2941.1413~~ is guilty of a felony to be prosecuted under appropriate state law.
 - (e) An offender who previously has been convicted of or pleaded guilty to a violation of R.C. § 4511.19(A) that was a felony, regardless of when the violation and the conviction or guilty plea occurred, is guilty of a felony to be prosecuted under appropriate state law.
- (2) An offender who is convicted of or pleads guilty to a violation of subsection (A) of this section and who subsequently seeks reinstatement of the driver's or occupational driver's license or permit or nonresident operating privilege suspended under this section or R.C. § 4511.19 as a result of the conviction or guilty plea shall pay a reinstatement fee as provided in R.C. § 4511.191(F)(2).
- (3) (a) If an offender is sentenced to a jail term under R.C. § 4511.19(G)(1)(b)(i) or (G)(1)(b)(ii) or (G)(1)(c)(i) or (G)(1)(c)(ii) and if, within 60 days of sentencing

of the offender, the court issues a written finding on the record that, due to the unavailability of space at the jail where the offender is required to serve the term, the offender will not be able to begin serving that term within the 60-day period following the date of sentencing, the court may impose an alternative sentence as specified in R.C. § 4511.19(G)(3) that includes a term of house arrest with electronic monitoring, with continuous alcohol monitoring, or with both electronic monitoring and continuous alcohol monitoring.

- (b) As an alternative to the mandatory jail term as required by R.C. § 4511.19(G)(1), the court may sentence the offender as provided in R.C. § 4511.19(G)(3).
- (4) If an offender's driver's or occupational driver's license or permit or nonresident operating privilege is suspended under subsection (G) of this section or R.C. § 4511.19(G) and if R.C. § 4510.13 permits the court to grant limited driving privileges, the court may grant the limited driving privileges in accordance with that section. If subsection (A)(7) of that section requires the court impose as a condition of the privileges that the offender must display on the vehicle that is driven subject to the privileges restricted license plates that are issued under R.C. § 4503.231, except as provided in subsection (B) of that section, the court shall impose that condition as one of the conditions of the limited driving privileges as granted to the offender, except as provided in R.C. § 4503.231(B).
- (5) Fines imposed under this section for a violation of subsection (A) of this section shall be distributed as provided in R.C. 4511.19(G)(5).
- (6) If title to a motor vehicle that is subject to an order of criminal forfeiture under subsection (G)(1)(c), (G)(1)(d), or (G)(1)(e) of this section is assigned or transferred and R.C. § 4503.234(B)(2) or (B)(3) applies, in addition to or independent of any other penalty established by law, the court may fine the offender the value of the vehicle as determined by publications of the National Automobile Dealers Association. The proceeds of any fine so imposed shall be distributed in accordance with subsection (C)(2) of that section.
- (7) In all cases in which an offender is sentenced under subsection (G) of this section, the offender shall provide the court with proof of financial responsibility as defined in R.C. § 4509.01. If the offender fails to provide that proof of financial responsibility, the court, in addition to any other penalties provided by law, may order restitution pursuant to § 130.99(G) or R.C. § 2929.18 or 2929.28 in an amount not exceeding \$5,000.00 for any economic loss arising from an accident or collision that was the direct and proximate result of the offender's operation of the vehicle before, during or after committing the offense for which the offender is sentenced under subsection (G) of this section.
- (8) A court may order an offender to reimburse a law enforcement agency for any costs incurred by the agency with respect to a chemical test or tests administered to the offender if all of the following apply:
 - (a) The offender is convicted of or pleads guilty to a violation of subsection (A) of this section.

- (b) The test or tests were of the offender's whole blood, blood serum or plasma, or urine.
- (c) The test or tests indicated that the offender had a prohibited concentration of a controlled substance or a metabolite of a controlled substance in the offender's whole blood, blood serum or plasma, or urine at the time of the offense.
- (9) As used in subsection (G) of this section "Electronic monitoring" has the same meaning as in R.C. § 2929.01.
- (H) Whoever violates subsection (B) of this section is guilty of operating a motor vehicle after underage alcohol consumption and shall be punished as follows:
 - (1) Except as otherwise provided in subsection (H)(2) of this section, the offender is guilty of a misdemeanor of the fourth degree. In addition to any other sanction imposed for the offense, the court shall impose a class six suspension of the offender's driver's license, commercial driver's license, temporary instruction permit, probationary license, or nonresident operating privilege from the range specified in R.C. § 4510.02(A)(6). The court may grant limited driving privileges relative to the suspension under R.C. § 4510.021 and 4510.13. The court may grant unlimited driving privileges with an ignition interlock device relative to the suspension and may reduce the period of suspension as authorized under R.C. § 4510.022. If the court grants unlimited driving privileges under R.C. § 4510.022, the court shall suspend any jail term imposed under subsection (H)(1) of the section as required under that section.
 - (2) If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one or more violations of subsection (A) ~~or (b)~~ of this section or other equivalent offense or offenses, the offender is guilty of a misdemeanor of the third degree. In addition to any other sanction imposed for the offense, the court shall impose a class four suspension of the offender's driver's license, commercial driver's license, temporary instruction permit, probationary license or nonresident operating privilege from the range specified in R.C. § 4510.02(A)(4). The court may grant limited driving privileges relative to the suspension under R.C. § 4510.021 and 4510.13.
 - (3) ~~If the offender also is convicted of or also pleads guilty to a specification of the type described in R.C. § 2941.1414 and if the Court imposes a jail term for the violation of subsection (B) of this section, the court shall impose upon the offender an additional definite jail term pursuant to R.C. § 2929.24(E).~~
 - (34) The offender shall provide the court with proof of financial responsibility as defined in R.C. § 4509.01. If the offender fails to provide that proof of financial responsibility, then, in addition to any other penalties provided by law, the court may order restitution pursuant to § 130.99(G) or R.C. § 2929.28 in an amount not exceeding \$5,000.00 for any economic loss arising from an accident or collision that was the direct and proximate result of the offender's operation of the vehicle before, during, or after committing the violation of subsection (B) of this section.

- (I) (1) No court shall sentence an offender to an alcohol treatment program under this section unless the treatment program complies with the minimum standards for alcohol treatment programs adopted under R.C. Chapter 5119 by the Director of Mental Health and Addiction Services.
 - (2) An offender who stays in a drivers' intervention program or in an alcohol treatment program under an order issued under this section shall pay the costs of the stay in the program. However, if the court determined that an offender who stays in an alcohol treatment program under an order issued under this section is unable to pay the costs of the stay in the program, the court may order that the costs be paid from the court's Indigent Drivers' Alcohol Treatment Fund.
 - (J) If a person whose driver's or commercial driver's license or permit or nonresident operating privilege is suspended under this section or R.C. § 4511.19 files an appeal regarding any aspect of the person's trial or sentence, the appeal itself does not stay the operation of the suspension.
 - (K) Subsection (A)(1)(j) of this section does not apply to a person who operates a vehicle while the person has a concentration of a listed controlled substance or a listed metabolite of a controlled substance in the person's whole blood, blood serum or plasma, or urine that equals or exceeds the amount specified in that division, if both of the follow apply:
 - (1) The person obtained the controlled substance pursuant to a prescription issued by a licensed health professional authorized to prescribed drugs.
 - (2) The person injected, ingested, or inhaled the controlled substance in accordance with the health professional's directions.
 - (L) The prohibited concentrations of a controlled substance or a metabolite of a controlled substance listed in subsection (A)(1)(j) of this section also apply in a prosecution of a violation of R.C. § 2923.16(D) in the same manner as if the offender is being prosecuted for a prohibited concentration of alcohol.
 - (M) All terms defined in R.C. § 4510.01 apply to this section. If the meaning of a term defined in R.C. § 4510.01 conflicts with the meaning of the same term as defined in R.C. § 4501.01 or 4511.01, the term as defined in R.C. § 4510.01 applies to this section.
- (R.C. § 4511.19(A)—(M) (Rev. 2018))
- (N) As used in this section:
 - Community residential sanctions* has the same meaning as in R.C. § 2929.01.
 - Continuous alcohol monitoring* has the same meaning as in R.C. § 2929.01.
 - Drug of abuse* has the same meaning as in R.C. § 4506.01.
 - Equivalent offense* means any of the following:
 - (1) A violation of R.C. § 4511.19(A) ~~or (B)~~;
 - (2) A violation of a municipal OVI ordinance.

- (3) A violation of R.C. § 2903.04 in a case in which the offender was subject to the sanctions described in subsection (D) of that section;
- (4) A violation of R.C. § 2903.06(A)(1) or R.C. § 2903.08 or a municipal ordinance that is substantially equivalent to either of those divisions;
- (5) A violation of R.C. § 2903.06(A)(2), (A)(3), or (A)(4), R.C. § 2903.08(A)(2), or former R.C. § 2903.07, or a municipal ordinance that is substantially equivalent to any of those divisions or that former section, in a case in which a judge or jury as the trier of fact found that the offender was under the influence of alcohol, a drug of abuse, or a combination of them;
- (6) A violation of R.C. § 1547.11(A) ~~or (B)~~;
- (7) A violation of a municipal ordinance prohibiting a person from operating or being in physical control of any vessel underway or from manipulating any water skis, aquaplane, or similar device on the waters of this state while under the influence of alcohol, a drug of abuse, or a combination of them or prohibiting a person from operating or being in physical control of any vessel underway or from manipulating any water skis, aquaplane, or similar device on the waters of this state with a prohibited concentration of alcohol, a controlled substance, or a metabolite of a controlled substance in the whole blood, blood serum or plasma, breath, or urine;
- (8) A violation of an existing or former municipal ordinance, law of another state, or law of the United States that is substantially equivalent to R.C. § 4511.19(A) ~~or (b)~~ or R.C. § 1547.11(A) ~~or (B)~~;
- (9) A violation of a former law of this state that was substantially equivalent to R.C. § 4511.19(A) ~~or (b)~~ or R.C. § 1547.11(A) ~~or (B)~~.

Equivalent offense that is vehicle related means an equivalent offense that is any of the following:

- (1) A violation described in division (a), (b), (c), (d), or (e) of the definition for "equivalent offense" provided in this division (N);
- (2) A violation of an existing or former municipal ordinance, law of another state, or law of the United States that is substantially equivalent to R.C. § 4511.19(A) ~~or (B)~~;
- (3) A violation of a former law of this state that was substantially equivalent to R.C. § 4511.19(A) ~~or (B)~~.

Jail has the same meaning as in R.C. § 2929.01.

Mandatory jail term means the mandatory term in jail of 3, 6, 10, 20, 30, or 60 days that must be imposed under R.C. § 4511.19(G)(1)(a), (G)(1)(b), or (G)(1)(c) upon an offender convicted of a violation of subsection (A) of that section and in relation to which all of the following apply:

- (1) Except as specifically authorized under R.C. § 4511.19, the term must be served in a jail.

- (2) Except as specifically authorized under R.C. § 4511.19, the term cannot be suspended, reduced, or otherwise modified pursuant to R.C. § 2929.21 through 2929.28 or any other provision of the Ohio Revised Code.

Mandatory prison term has the same meaning as in R.C. § 2929.01.

Mandatory term of local incarceration has the same meaning as in R.C. § 2929.01.

Municipal OVI ordinance and *municipal OVI offense* mean any municipal ordinance prohibiting a person from operating a vehicle while under the influence of alcohol, a drug of abuse, or a combination of them or prohibiting a person from operating a vehicle with a prohibited concentration of alcohol, a controlled substance or a metabolite of a controlled substance in the whole blood, blood serum or plasma, breath, or urine.

Prison term has the same meaning as in R.C. § 2929.01.

Sanction has the same meaning as in R.C. § 2929.01. (R.C. § 4511.181)(Rev. 2009).

(RC 4511.19)

(Ord. No. 0-134-21, § I, 11-15-2021)

Cross reference— Endangering children see § R.C. 2919/22 power to suspend driver's license, see § R.C. 4510.05.

State Law reference— Mandatory suspension periods; immobilizing or disabling device; restricted license, R.C. § 4510.13; trial judge to suspend driver's license, R.C. § 4510.05.

7.03.07.1 Implied consent.

(A) (1) As used in this section:

Alcohol monitoring device means any device that provides for continuous alcohol monitoring, any ignition interlock device, any immobilizing or disabling device other than an ignition interlock device that is constantly available to monitor the concentration of alcohol in a person's system or any other device that provides for the automatic testing and periodic reporting of alcohol consumption by a person and that a court orders a person to use as a sanction imposed as a result of the person's conviction of or plea of guilty to an offense.

Community addiction services provider has the same meaning as in R.C. § 5119.01.

Physical control has the same meaning as in R.C. § 4511.194.

- (2) Any person who operates a vehicle upon a highway or any public or private property used by the public for vehicular travel or parking within this municipality

or who is in physical control of a vehicle shall be deemed to have given consent to a chemical test or tests of the person's whole blood, blood serum or plasma, breath, or urine to determine the alcohol, drug of abuse, controlled substance, metabolite of a controlled substance, or combination content of the person's whole blood, blood serum or plasma, breath, or urine if arrested for a violation of subsection 7.03.07(A) or (B), Section 7.03.07.2, R.C. § 4511.19(A) or (B), R.C. § 4511.194 or a substantially equivalent municipal ordinance, or any other municipal OVI ordinance.

- (3) The chemical test or tests under subsection (A)(2) of this section shall be administered at the request of a law enforcement officer having reasonable grounds to believe the person was operating or in physical control of a vehicle in violation of a division, section, or ordinance identified in subsection (A)(2) of this section. The law enforcement agency by which the officer is employed shall designate which of the tests shall be administered.
- (4) Any person who is dead or unconscious, or who otherwise is in a condition rendering the person incapable of refusal, shall be deemed to have consented as provided in subsection (A)(2) of this section, and the test or tests may be administered, subject to R.C. §§ 313.12 through 313.16.
- (5)
 - (a) If a law enforcement officer arrests a person for a violation of R.C. § 4511.19(A) or (B), R.C. § 4511.194 or a substantially equivalent municipal ordinance, or a municipal OVI ordinance and if the person if convicted would be required to be sentenced under R.C. § 4511.19(G)(1)(c), (d), or (e), the law enforcement officer shall request the person to submit, and the person shall submit, to a chemical test or tests of the person's whole blood, blood serum or plasma, breath, or urine for the purpose of determining the alcohol, drug of abuse, controlled substance, metabolite of a controlled substance, or combination content of the person's whole blood, blood serum or plasma, breath, or urine. A law enforcement officer who makes a request pursuant to this division that a person submit to a chemical test or tests is not required to advise the person of the consequences of submitting to, or refusing to submit to, the test or tests and is not required to give the person the form described in subsection (C) of this section, but the officer shall advise the person at the time of the arrest that if the person refuses to take a chemical test the officer may employ whatever reasonable means are necessary to ensure that the person submits to a chemical test of the person's whole blood or blood serum or plasma. The officer shall also advise the person at the time of the arrest that the person may have an independent chemical test taken at the person's own expense. Subsections (A)(3) and (A)(4) of this section apply to the administration of a chemical test or tests pursuant to this division.
 - (b) If a person refuses to submit to a chemical test upon a request made pursuant to subsection (A)(5)(a) of this section, the law enforcement officer who made the request may employ whatever reasonable means are necessary to ensure that the person submits to a chemical test of the person's whole blood or blood serum or plasma. A law enforcement officer

who acts pursuant to this division to ensure that a person submits to a chemical test of the person's whole blood or blood serum or plasma is immune from criminal and civil liability based upon a claim for assault and battery or any other claim from the acts, unless the officer so acted with malicious purpose, in bad faith or in a wanton or reckless manner. (R.C. § 4511.191(A)(Rev. 2016)

- (B) Except as provided in subsection (A)(5) of this section, the arresting law enforcement officer shall give advice in accordance with this section to any person under arrest for a violation of subsection 7.03.07(A) ~~or (B)~~, Section 7.03.07, R.C. § 4511.19(A) ~~or (B)~~, § ~~73.07.2~~ 7.03.07(A) ~~or (B)~~, R.C. § 4511.194 or a substantially equivalent municipal ordinance, or any other municipal OVI ordinance. The officer shall give that advice in a written form that contains the information described in subsection (C) of this section and shall read the advice to the person. The form shall contain a statement that the form was shown to the person under arrest and read to the person by the arresting officer. One or more persons shall witness the arresting officer's reading of the form and the witnesses shall certify to this fact by signing the form. The person must submit to the chemical test or tests, subsequent to the request of the arresting officer within two hours of the time of the alleged violation and, if the person does not submit to the test or tests within the two-hour time limit, the failure to submit automatically constitutes a refusal to submit to the test or tests.
- (C) Except as provided in subsection (A)(5) of this section, if a person is under arrest as described in subsection (B) of this section, before the person may be requested to submit to a chemical test or tests to determine the alcohol, drug of abuse, controlled substance, metabolite of a combined substance, or a combination content of the person's whole blood, blood serum or plasma, breath, or urine, the arresting officer shall read the following form to the person:

"You now are under arrest for (specifically state the offense under state law or a substantially equivalent municipal ordinance for which the person was arrested- operating a vehicle under the influence of alcohol, a drug, or a combination of them; operating a vehicle while under the influence of a listed controlled substance or a listed metabolite of a controlled substance, operating a vehicle after underage alcohol consumption; or having physical control of a vehicle while under the influence).

If you refuse to take any chemical tests required by law, your Ohio driving privileges will be suspended immediately, and you will have to pay a fee to have the privileges reinstated. If you have a prior conviction of OVI, OVUAC, or operating a vehicle while under the influence of a listed controlled substance or a listed metabolite of a controlled substance under state or municipal law within the preceding 20 years, you are now under arrest for state OVI, and, if you refuse to take a chemical test, you will face increased penalties if you subsequently are convicted of the state OVI.

(Read this part unless the person is under arrest for solely having physical control of a vehicle while under the influence.) If you take any chemical test required by law and are found to be at or over the prohibited amount of alcohol, a controlled substance, or a metabolite of a controlled substance in your whole blood, blood serum or plasma,

breath, or urine as set by law, your Ohio driving privileges will be suspended immediately, and you will have to pay a fee to have the privileges reinstated.

If you take a chemical test, you may have an independent chemical test taken at your own expense."

(D) If the arresting law enforcement officer does not ask a person under arrest as described in subsection (B) of this section or subsection (A)(5) of this section to submit to a chemical test or tests under R.C. § 4511.191 or this section, the arresting officer shall seize the Ohio or out-of-state driver's or commercial driver's license or permit of the person and immediately forward it to the court in which the arrested person is to appear on the charge. If the arrested person is not in possession of the person's license or permit or it is not in the person's vehicle, the officer shall order the person to surrender it to the law enforcement agency that employs the officer within 24 hours after the arrest and, upon the surrender, the agency immediately shall forward the license or permit to the court in which the person is to appear on the charge. Upon receipt of the license or permit, the court shall retain it pending the arrested person's initial appearance and any action taken under R.C. § 4511.196.

(E) (1) If a law enforcement officer asks a person under arrest as described in subsection (A)(5) of this section to submit to a chemical test or tests under that division and the test results indicate a prohibited concentration of alcohol, a controlled substance, or a metabolite of a controlled substance in the person's whole blood, blood serum or plasma, breath, or urine at the time of the alleged offense, or if a law enforcement officer asks a person under arrest as described in subsection (B) of this section to submit to a chemical test or tests under R.C. § 4511.191 or this section, if the officer advises the person in accordance with this section of the consequences of the person's refusal or submission, and if either the person refuses to submit to the test or tests or, unless the arrest was for a violation of Section 7.03.07.2, R.C. § 4511.194 or a substantially equivalent Municipal ordinance, the person submits to the test or tests and the test results indicate a prohibited concentration of alcohol, a controlled substance, or a metabolite of a controlled substance in the person's whole blood, blood serum or plasma, breath, or urine at the time of the alleged offense, the arresting officer shall do all of the following:

(a) On behalf of the registrar of motor vehicles, notify the person that, independent of any penalties or sanctions imposed upon the person, the person's Ohio driver's or commercial driver's license or permit or nonresident operating privileges is suspended immediately, that the suspension will last at least until the person's initial appearance on the charge, which will be held within five days after the date of the person's arrest or the issuance of a citation to the person, and that the person may appeal the suspension at the initial appearance or during the period of time ending 30 days after that initial appearance.

(b) Seize the driver's or commercial driver's license or permit of the person and immediately forward it to the registrar. If the arrested person is not in

possession of the person's license or permit or it is not in the person's vehicle, the officer shall order the person to surrender it to the law enforcement agency that employs the officer within 24 hours after the person is given notice of the suspension, and, upon the surrender, the officer's employing agency immediately shall forward the license or permit to the registrar;

- (c) Verify the person's current residence and, if it differs from that on the person's driver's or commercial driver's license or permit, notify the registrar of the change.
- (d) Send to the registrar, within 48 hours after the arrest of the person, a sworn report that includes all of the following statements:
 - 1. That the officer had reasonable grounds to believe that, at the time of the arrest, the arrested person was operating a vehicle in violation of R.C. § 4511.19(A) ~~or (B)~~ or a municipal OVI ordinance or for being in physical control of a stationary vehicle in violation of R.C. § 4511.194 or a substantially equivalent municipal ordinance;
 - 2. That the person was arrested and charged with a violation of R.C. § 4511.19(A) ~~or (B)~~, R.C. § 4511.194 or a substantially equivalent municipal ordinance, or a municipal OVI ordinance;
 - 3. Unless subsection (E)(1)(d)5 of this section applies, that the officer asked the person to take the designated chemical test or tests, advised the person in accordance with this section of the consequences of submitted to, or refusing to take, the test or tests, and gave the person the form described in subsection (C) of this section;
 - 4. Unless subsection (E)(1)(d)(5). Of this section applies, that either the person refused to submit to the chemical test or tests, or unless the arrest was for a violation of R.C. § 4511.194 or a substantially equivalent municipal ordinance, the person submitted to the chemical test or tests and the test results indicated a prohibited concentration of alcohol, a controlled substance, or a metabolite of a controlled substance in the person's whole blood, blood serum or plasma, breath, or urine at the time of the alleged offense.
 - 5. If the person was under arrest as described in subsection (A)(5) of this section and the chemical test or tests were performed in accordance with that division, that the person was under arrest as described in that division, that the chemical test or tests were performed in accordance with that division, and that test results indicated a prohibited concentration of alcohol, a controlled substance, or a metabolite of a controlled substance in the person's whole blood, blood serum or plasma, breath, or urine at the time of the alleged offense.
- (2) Subsection (E)(1) of this section does not apply to a person who is arrested for a violation Section 7.03.07.2, R.C. § 4511.194 or a substantially equivalent municipal ordinance, who is asked by a law enforcement officer to submit to a

chemical test or tests under this section, and who submits to the test or tests, regardless of the amount of alcohol, a controlled substance, or a metabolite or a controlled substance that the test results indicate is present in the person's whole blood, blood serum or plasma, breath, or urine.

- (F) The arresting officer shall give the officer's sworn report that is completed under this section to the arrested person at the time of the arrest, or the registrar of motor vehicles shall send the report to the person by regular first class mail as soon as possible after receipt of the report, but not later than 14 days after receipt of it. An arresting officer may give an unsworn report to the arrested person at the time of the arrest provided the report is complete when given to the arrested person and subsequently is sworn to by the arresting officer. As soon as possible, but not later than 48 hours after the arrest of the person, the arresting officer shall send a copy of the sworn report to the court in which the arrested person is to appear on the charge for which the person was arrested.
- (G) The sworn report of an arresting officer completed under this section is prima facie proof of the information and statements that it contains. It shall be admitted and considered as prima facie proof of the information and statements that it contains in any appeal under R.C. § 4511.197 relative to any suspension of a person's driver's or commercial driver's license or permit or nonresident operating privilege that results from the arrest covered by the report. (R.C. § 4511.192)(Rev. 2010)
- (H) (1) A suspension of a person's driver's or commercial driver's license or permit or nonresident operating privilege under this section for the time described in R.C. § 4511.191(B) or (C) is effective immediately from the time at which the arresting officer serves the notice of suspension upon the arrested person. Any subsequent finding that the person is not guilty of the charge that resulted in the person's being requested to take the chemical test or tests under subsection (A) of this section does not affect the suspension.
- (2) If a person arrested for operating a vehicle in violations of subsections 7.03.07.2(A) or (B), R.C. § 4511.19(A) or (B), or any other municipal OVI ordinance, or for being in physical control of a vehicle in violation of Section 7.03.07.2 or R.C. § 4511.194 or a substantially equivalent municipal ordinance, regardless of whether the person's driver's or commercial driver's license or permit or nonresident operating privilege is or is not suspended under R.C. § 4511.191(B) or (C) or R.C. Chapter 4510, the person's initial appearance on the charge resulting from the arrest shall be held within five days of the person's arrest or the issuance of the citation to him or her, subject to any continuance granted by the court pursuant to R.C. § 4511.197 regarding the issues specified in that section.

(R.C. § 4511.191(D)(Rev. 2005)

Statutory reference:

Continuous alcohol monitoring, R.C. § 4511.198.

Disposition of fines, immobilization of vehicle and impoundment of license plates, criminal forfeiture for the municipal ordinance conviction, R.C. § 4511.193.

Effect of refusal to submit to test, seizure of license, suspension periods, appeal procedures, occupational driving privileges, and Indigent Drivers Alcohol Treatment Funds, R.C. § 4511.191.

Judicial pretrial suspension, initial appearance, R.C. § 4511.196.

Mandatory suspension periods; immobilizing or disabling device; restricted license, R.C. § 4510.13.

Seizure of vehicles upon arrest, R.C. § 4511.195.

(R.C. 4511.191)

(Ord. No. 0-134-21, § I, 11-15-2021)

7.03.25. Display of license plates.

(A) (1) No person who is the owner or operator of a motor vehicle shall fail to display in plain view on the rear of the motor vehicle a license plate that displays the distinctive number and registration mark assigned to the motor vehicle by the director of public safety, including any county identification sticker and any validation sticker **when required by and** issued under Sections 4503.19 and 4503.191 of the Revised Code, **However,** except that a commercial tractor shall display the license plate and validation sticker on the front of the commercial tractor.

(2) The license plate shall be securely fastened so as not to swing and shall not be covered by any material that obstructs its visibility.

(3) No person to whom a temporary **motor vehicle** license placard or windshield sticker **registration** has been issued for the use of a motor vehicle under Section 4503.182 of the Revised Code, and no operator of that motor vehicle, shall fail to display the temporary **motor vehicle** license placard **registration** in plain view from the rear of the vehicle either in the rear window or on an external rear surface of the motor vehicle, or fail to display the windshield sticker in plain view on the rear window of the motor vehicle. ~~No temporary license placard or windshield sticker shall be covered by any material that obstructs its visibility.~~

(4) No person shall cover a temporary motor vehicle license registration by any material that obstructs its visibility.

(B) Whoever violates this section is guilty of a minor misdemeanor.

(RC 4503.21 Amended by 133rd General Assembly HB 62, § 101.01, eff. 7/1/2020)

(Ord. No. 0-134-21, § I, 11-15-2021)

7.04.58. Operating school buses.

- (A) The driver of a vehicle, streetcar, or trackless trolley upon meeting or overtaking from either direction any school bus stopped for the purpose of receiving or discharging any school child or person attending programs offered by community boards of mental health and developmental disabilities, or child attending a program offered by a head start agency, shall stop at least ten feet from the front or rear of the school bus and shall not proceed until such school bus resumes motion, or until signaled by the school bus driver to proceed.

It is no defense to a charge under this division that the school bus involved failed to display or be equipped with an automatically extended stop warning sign as required by subsection (B) of this section.

- (B) Every school bus shall be equipped with amber and red visual signals meeting the requirements of Section 4511.771 of the Ohio Revised Code, and an automatically extended stop warning sign of a type approved by the ~~state board~~ **department of education and workforce**, which shall be actuated by the driver of the bus whenever but only whenever the bus is stopped or stopping on the roadway for the purpose of receiving or discharging school children or persons attending programs offered by community boards of mental health and developmental disabilities and county boards of mental health. A school bus driver shall not actuate the red visual signals or the stop warning sign in designated school bus loading areas where the bus is entirely off the roadway or at school buildings when children or persons attending programs offered by community boards of mental health and developmental disabilities and county boards of mental health are loading or unloading at curbside the visual signals and stops warning sign shall be synchronized or otherwise operated as required by rule of the board.
- (C) Where a highway has been divided into four or more traffic lanes, a driver of a vehicle, streetcar, or trackless trolley need not stop for a school bus approaching from the opposite direction which has stopped for the purpose of receiving or discharging any school child or persons attending programs offered by community boards of mental health and developmental disabilities and county boards of mental health . The driver of any vehicle, streetcar, or trackless trolley overtaking the school bus shall comply with subsection (A) of this section.
- (D) School buses operating on divided highways or on highways with four or more traffic lanes shall receive and discharge all school children or persons attending programs offered by community boards of mental health and developmental disabilities and county boards of mental health on their residence side of the highway.
- (E) No school bus driver shall start their bus until after any child or person attending programs offered by community boards of mental health and mental retardation and county boards of mental retardation who may have alighted therefrom has reached a place of safety on their residence side of the road.
- (F) (1) Whoever violates subsection (A) of this section may be fined an amount not to exceed \$500.00. A person who is issued a citation for a violation of subsection (A) of this section is not permitted to enter a written plea of guilty and waive the

person's right to contest the citation in a trial but instead must appear in person in the proper court to answer the charge.

- (2) In addition to and independent of any other penalty provided by law, the court or mayor may impose upon an offender who violates this section a class seven suspension of the offender's driver's license, commercial driver's license, temporary instruction permit, probationary license, or nonresident operating privilege from the range specified in subsection (A)(7) of Section 4510.02 of the Revised Code. When a license is suspended under this section, the court or mayor shall cause the offender to deliver the license to the court, and the court or clerk of the court immediately shall forward the license to the registrar of motor vehicles, together with notice of the court's action.

(RC 4511.75)

(Ord. No. 0-134-21, § I, 11-15-2021; Res. No. R-05-22, 8-1-2022)

7.05.31. Private tow-away zones.

- (A) The owner of a private property may establish a private tow-away zone, but may do so only if all of the following conditions are satisfied:
- (1) The owner of the private property posts on the property a sign that is at least 18 inches by 24 inches in size, that is visible from all entrances to the property and that contains at least all of the following information:
- (a) A statement that the property is a private tow-away zone and that vehicles not authorized to park on the property will be towed away;
 - (b) A description of persons authorized to park on the property. If the property is a residential property, the owner of the private property may include on the sign a statement that only tenants and guests may park in the private tow-away zone, subject to the terms of the property owner. If the property is a commercial property, the owner of the private property may include on the sign a statement that only customers may park in the private tow-away zone. In all cases, if it is not apparent which persons may park in the private tow-away zone, the owner of the private property shall include on the sign the address of the property on which the private tow-away zone is located or the name of the business that is located on the property designated as a private tow-away zone;
 - (c) If the private tow-away zone is not enforceable at all times, the times during which the parking restrictions are enforced;
 - (d) The telephone number and the address of the place from which a towed vehicle may be recovered at any time during the day or night; and
 - (e) A statement that the failure to recover a towed vehicle may result in the loss of title to the vehicle as provided in Section 4505.101(B) of the Ohio Revised Code.

In order to comply with the requirements of division (A)(1) of this section, the owner of a private property may modify an existing sign by affixing to the existing sign stickers or an addendum in lieu of replacing the sign.

- (2) A towing service ensures that a vehicle towed under this section is taken to a location from which it may be recovered that complies with all of the following:
 - (a) It is located within 25 linear miles of the location of the private tow-away zone, unless it is not practicable to take the vehicle to a place of storage within 25 linear miles.
 - (b) It is well-lighted.
 - (c) It is on or within a reasonable distance of a regularly scheduled route of one or more modes of public transportation, if any public transportation is available in the municipal corporation or township in which the private tow-away zone is located.
- (B) (1) If a vehicle is parked on private property that is established as a private tow-away zone in accordance with division (A) of this section, without the consent of the owner of the private property or in violation of any posted parking condition or regulation, the owner of the private property may cause the removal of the vehicle by a towing service. The towing service shall remove the vehicle in accordance with this section. The vehicle owner and the operator of the vehicle are considered to have consented to the removal and storage of the vehicle, to the payment of the applicable fees established by the public utilities commission in rules adopted under Section 4921.25 of the Ohio Revised Code, and to the right of a towing service to obtain title to the vehicle if it remains unclaimed as provided in Section 4505.101 of the Ohio Revised Code. The owner or lienholder of a vehicle that has been removed under this section, subject to subsection (C) of this section, may recover the vehicle in accordance with subsection (G) of this section.
- (2) If a municipal corporation requires tow trucks and tow truck operators to be licensed, no owner of a private property located within the municipal corporation shall cause the removal and storage of any vehicle pursuant to subsection (B) of this section by an unlicensed tow truck or unlicensed tow truck operator.
- (3) No towing service shall remove a vehicle from a private tow-away zone except pursuant to a written contract for the removal of vehicles entered into with the owner of the private property on which the private tow-away zone is located.
- (C) If the owner or operator of a vehicle that is being removed under authority of subsection (B) of this section arrives after the vehicle has been prepared for removal, but prior to its actual removal from the property, the towing service shall give the vehicle owner or operator oral or written notification at the time of such arrival that the vehicle owner or operator may pay a fee of not more than one-half of the fee for the removal of the vehicle established by the public utilities commission in rules adopted under Section 4921.25 of the Ohio Revised Code in order to obtain release of the vehicle. That fee may be paid by use of a major credit card unless the towing service uses a mobile credit card processor and mobile service is not

available at the time of the transaction. Upon payment of that fee, the towing service shall give the vehicle owner or operator a receipt showing both the full amount normally assessed and the actual amount received and shall release the vehicle to the owner or operator. Upon its release, the owner or operator immediately shall move the vehicle so that the vehicle is not parked on the private property established as a private tow-away zone without the consent of the owner of the private property or in violation of any posted parking condition or regulation.

- (D) (1) Prior to towing a vehicle under subsection (B) of this section, a towing service shall make all reasonable efforts to take as many photographs as necessary to evidence that the vehicle is clearly parked on private property in violation of a private tow-away zone established under subsection (A) of this section.

The towing service shall record the time and date of the photographs taken under this section. The towing service shall retain the photographs and the record of the time and date, in electronic or printed form, for at least 30 days after the date on which the vehicle is recovered by the owner or lienholder or at least two years after the date on which the vehicle was towed, whichever is earlier.

- (2) A towing service shall deliver a vehicle towed under subsection (B) of this section to the location from which it may be recovered not more than two hours after the time it was removed from the private tow-away zone, unless the towing service is unable to deliver the motor vehicle within two hours due to an uncontrollable force, natural disaster, or other event that is not within the power of the towing service.

- (E) (1) If an owner of a private property that is established as a private tow-away zone in accordance with subsection (A) of this section causes the removal of a vehicle from that property by a towing service under subsection (B) of this section, the towing service, within two hours of removing the vehicle, shall provide notice to the sheriff of the county or the ~~police department~~ law enforcement agency of the municipal corporation, township, port authority, conservancy district, or township or joint police district in which the property is located concerning all of the following:

- (a) The vehicle's license number, make, model, and color.
- (b) The location from which the vehicle was removed.
- (c) The date and time the vehicle was removed.
- (d) The telephone number of the person from whom the vehicle may be recovered.
- (e) The address of the place from which the vehicle may be recovered.

- (2) Each county sheriff and each chief of ~~police~~ law enforcement agency of a municipal corporation, township, port authority, conservancy district, or township or joint police district shall maintain a record of any vehicle removed from private property in the sheriffs or chief's jurisdiction that is established as a private tow-away zone of which the sheriff or chief has received notice under

this section. The record shall include all information submitted by the towing service. The sheriff or chief shall provide any information in the record that pertains to a particular vehicle to a person who, either in person or pursuant to a telephone call, identifies self as the owner, operator, or lienholder of the vehicle and requests information pertaining to the vehicle.

(F) (1) When a vehicle is removed from private property in accordance with this section, within three business days of the removal, the towing service or storage facility from which the vehicle may be recovered shall cause a search to be made of either of the following to ascertain the identity of the owner and any lienholder of the vehicle:

- (a) The records of the bureau of motor vehicles;
- (b) The records of any vendor or vendors, approved by the registrar of motor vehicles, that are capable of providing real-time access to owner and lienholder information.

The towing service or storage facility may search the national motor vehicle title information system in order to determine the state in which the vehicle is titled. The entity that provides the record of the owner and any lienholder under this division shall ensure that such information is provided in a timely manner.

(2) Subject to subsection (F)(5) of this section, the towing service or storage facility shall send notice to the vehicle owner and any known lienholder as follows:

- (a) Within five business days after the applicable entity provides the identity of the owner and any lienholder of the motor vehicle, if the vehicle remains unclaimed, to the owner's and lienholder's last known address by certified or express mail with return receipt requested, by certified mail with electronic tracking, or by a commercial carrier service utilizing any form of delivery requiring a signed receipt;
- (b) If the vehicle remains unclaimed 30 days after the first notice is sent, in the manner required under subsection (F)(2)(a) of this section.

(3) Sixty days after any notice sent pursuant to subsection (F)(2) of this section is received, as evidenced by a receipt signed by any person, or the towing service or storage facility has been notified that delivery was not possible, the towing service or storage facility, if authorized under Section 4505.101(B) of the Ohio Revised Code, may initiate the process for obtaining a certificate of title to the motor vehicle as provided in that section.

(4) A towing service or storage facility that does not receive a signed receipt of notice, or a notification that delivery was not possible, shall not obtain, and shall not attempt to obtain, a certificate of title to the motor vehicle under Section 4505.101(B) of the Ohio Revised Code.

(5) With respect to a vehicle concerning which a towing service or storage facility is not eligible to obtain title under Section 4505.101 of the Ohio Revised Code, the

towing service or storage facility need only comply with the initial notice required under subsection (F)(2)(a) of this section.

- (G) (1) The owner or lienholder of a vehicle that is removed under subsection (B) of this section may reclaim it upon both of the following:
- (a) Presentation of proof of ownership, which may be evidenced by a certificate of title to the vehicle, a certificate of registration for the motor vehicle, or a lease agreement;
 - (b) Payment of the following fees:
 - (i) All applicable fees established by the public utilities commission in rules adopted under Section 4921.25 of the Ohio Revised Code, except that the lienholder of a vehicle may retrieve the vehicle without paying any storage fee for the period of time that the vehicle was in the possession of the towing service or storage facility prior to the date the lienholder received the notice sent under subsection (F)(2)(a) of this section;
 - (ii) If notice has been sent to the owner and lienholder as described in subsection (F) of this section, a processing fee of \$25.00.
- (2) A towing service or storage facility in possession of a vehicle that is removed under authority of subsection (B) of this section shall show the vehicle owner, operator, or lienholder who contests the removal of the vehicle all photographs taken under subsection (D) of this section. Upon request, the towing service or storage facility shall provide a copy of all photographs in the medium in which the photographs are stored, whether paper, electronic, or otherwise.
- (3) When the owner of a vehicle towed under this section retrieves the vehicle, the towing service or storage facility in possession of the vehicle shall give the owner written notice that if the owner disputes that the motor vehicle was lawfully towed, the owner may be able to file a civil action under Section 4513.611 of the Ohio Revised Code.
- (4) Upon presentation of proof of ownership, which may be evidenced by a certificate of title to the vehicle, a certificate of registration for the motor vehicle, or a lease agreement, the owner of a vehicle that is removed under authority of subsection (B) of this section may retrieve any personal items from the vehicle without retrieving the vehicle and without paying any fee. The owner of the vehicle shall not retrieve any personal items from a vehicle if it would endanger the safety of the owner, unless the owner agrees to sign a waiver of liability. For purposes of subsection (G)(4) of this section, "personal items" do not include any items that are attached to the vehicle.
- (H) No person shall remove, or cause the removal of, any vehicle from private property that is established as a private tow-away zone under this section or store such a vehicle other than in accordance with this section, or otherwise fail to comply with any applicable requirement of this section.
- (I) This section does not affect or limit the operation of Section 4513.60 or Sections 4513.61—4613.65 of the Ohio Revised Code as they relate to property other than

private property that is established as a private tow-away zone under subsection (A) of this section.

- (J) Whoever violates subsection (H) of this section is guilty of a minor misdemeanor.
 - (K) As used in this section, "owner of a private property" or "owner of the private property" includes, with respect to a private property, any of the following:
 - (1) Any person who holds title to the property;
 - (2) Any person who is a lessee or sublessee with respect to a lease or sublease agreement for the property;
 - (3) A person who is authorized to manage the property;
 - (4) A duly authorized agent of any person listed in subsection (K)(1)—(3) of this section.
 - (L) The city shall make available to any resident the above-described signs for a price equal to the city's cost for said signs.
 - (M) By parking on a properly posted private tow-away zone without the consent of the owner of the property, the owner or operator of a vehicle shall be deemed to have consented to the removal and storage of such vehicle and the payment of the costs of removal and storage in an amount not to exceed the rates established in Section 4921.25 of the Ohio Revised Code and Rule 4901:2-24-03 of the Ohio Administrative Code.
- (R.C. 4513.601)

(Res. No. R-05-22, 8-1-2022; Ord. No. 0-138-22, § I, 12-5-2022; Ord. No. 0-44-23, § I, 5-15-2023)

0-91-24

Introduced by All Members of Council
Committee of the Whole

AN ORDINANCE AMENDING TITLE 13, GENERAL OFFENSES, SECTIONS 13.02.04, 13.03.01, 13.05.01, 13.05.08, AND 13.05.13; AND REPEALING ALL ORDINANCES INCONSISTENT THEREWITH.

WHEREAS, the duly elected governing authority of the City of Athens, Ohio is authorized by ORC § 715.01 to adopt ordinances relating to its property, affairs and local government;

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

SECTION I: The Code of Ordinances of the City of Athens, Ohio (meaning City Municipal Code) is hereby amended by adding certain provisions.

SECTION II: The addition, amendment, or removal of Municipal Athens City Code Sections when passed in such form as to indicate the intention of the governing authority of the City of Athens, Ohio to make the same a part of the Municipal Code shall be deemed to be incorporated in the Municipal Code, so that reference to the Municipal Code includes the additions, amendments, and removals.

SECTION III: The codifier (meaning the person, agency or organization authorized to prepare the supplement to the Code of Ordinances of the City of Athens, Ohio) is authorized to exclude and omit any provisions of this ordinance that are inapplicable to the City's Municipal Code.

SECTION IV: Supplementation of Code.

(a) In preparing a supplement to the City's Municipal Code, all portions of this ordinance which have been repealed shall be excluded from the City's Municipal Code by the omission thereof from reprinted pages.

(b) When preparing a supplement to the City's Municipal Code, the codifier (meaning the person, agency or organization authorized to prepare the supplement) may make formal, non-substantive changes in this ordinance and parts of this ordinance included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, the codifier may:

- (1) Organize the ordinance material into appropriate subdivisions;
- (2) Provide appropriate catchlines, headings and titles for sections and other subdivisions of the City's Municipal Code printed in the supplement, and make changes in such catchlines, headings, and titles;

(3) Assign appropriate numbers to sections and other subdivisions to be inserted in the City's Municipal Code and, where necessary to accommodate new material, change existing section or other subdivision numbers;

(4) Change the words "this ordinance" or words of the same meaning to "this chapter," "this article," "this division," etc., as the case may be, or to "sections 13.02.04, 13.03.01, 13.05.01, 13.05.08, and 13.05.13; and

(5) Make other non-substantive changes necessary to preserve the original meaning of ordinance sections inserted into the City's Municipal Code; but in no case shall the codifier make any change in the meaning or effect of ordinance material included in the supplement or already embodied in the City's Municipal Code.

(c) In preparing a supplement to the City's Municipal Code, the pages of a supplement shall be so numbered that they will fit properly into the City's Municipal Code and will, where necessary, replace pages which have become obsolete or partially obsolete, and the new pages shall be so prepared that, when they have been inserted, the City's Municipal Code will be current through the date of the adoption of the latest ordinance included in the supplement.

SECTION V: If any section, subsection, sentence, clause, phrase or portion of the Ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances. The governing authority of the City of Athens, Ohio hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION VI: Any ordinances or resolutions inconsistent herewith are hereby repealed.

SECTION VII: Provisions of Section VIII that duplicate or track State statutes which do not become effective until after the effective date of this ordinance, shall not take effect until such statutes take effect.

SECTION VIII: The Athens City Municipal Code, Title 13, General Offenses, is hereby amended as attached hereto and incorporated herein by reference.

SECTION IX: 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

13.02.04. Menacing.

(A)(1) No person shall knowingly cause another to believe that the offender will cause physical harm to the person or property of such other person or member of the other person's immediate family. In addition to any other basis for the other person's belief that the offender will cause physical harm to the person or property of the other person, or a member of the other person's immediate family, the other person's belief may be based on words or conduct of the offender that are directed at or identify a corporation, association, or other organization that employs the other person or to which the other person belongs.

(2) No person shall knowingly place or attempt to place another in reasonable fear of physical harm or death by displaying a deadly weapon, regardless of whether the deadly weapon displayed is operable or inoperable, if either of the following applies:

(a) The other person is an emergency service responder, the person knows or reasonably should know that the other person is an emergency service responder, and it is the person's specific purpose to engage in the specified conduct against an emergency service responder.

(b) The other person is a family or household member or co-worker of an emergency service responder, the person knows or reasonably should know that the other person is a family or household member or co-worker of an emergency service responder, and it is the person's specific purpose to engage in the specified conduct against a family or household member or co-worker of an emergency service responder.

(B) Whoever violates this section is guilty of menacing.

Except as otherwise provided in this division, menacing is a misdemeanor of the fourth degree. If the victim of the offense is an officer or employee of a public children services agency or a private child placing agency and the offense relates to the officer's or employee's performance or anticipated performance of official responsibilities or duties or if the victim of the offense is an emergency service responder in the performance of the responder's official duties, menacing is one of the following:

(1) Except as otherwise provided in division (B)(2) of this section, a misdemeanor of the first degree;

~~(BC) Whoever violates this section is guilty of menacing, a misdemeanor of the fourth degree. If the victim of the offense is an officer or employee of a public children services agency or a private child placing agency and the offense relates to the officer's or employee's performance or anticipated performance of official responsibilities or duties, menacing is a misdemeanor of the first degree. If the offender previously has been convicted of or pleaded guilty to an offense of violence, the victim of that prior offense was an officer or employee of a public children~~

services agency or private child placing agency or an emergency service responder, and that prior offense related to the officer's or employee's performance or anticipated performance of official responsibilities or duties or to the responder's performance of the responder's official duties, such is a felony under state law.

(C) A prosecution for a violation of this section does not preclude a prosecution of a violation of any other section of the Revised Code. One or more acts, a series of acts, or a course of behavior that can be prosecuted under this section or any other section of the Revised Code may be prosecuted under this section, the other section of the Revised Code, or both sections. However, if an offender is convicted of or pleads guilty to a violation of this section and also is convicted of or pleads guilty to a violation of R.C. 2903.13 based on the same conduct involving the same victim that was the basis of the violation of this section, the two offenses are allied offenses of similar import under R.C. 2941.25.

(D) As used in this section:

(1) "Emergency service responder," "family or household member," and "co-worker" have the same meanings as in R.C. 2903.13.

(2) ~~As used in this section, "organization"~~ "Organization" includes an entity that is a governmental employer.

(R.C. 2903.22)

(Ord. No. 0-135-21, § I, 11-15-2021)

13.03.01. Petty theft.

(A) No person, with purpose to deprive the owner of property or services, shall knowingly exert control over either the property or services in any of the following ways:

(1) Without the consent of the owner or person authorized to give consent;

(2) Beyond the scope of the express or implied consent of the owner or person authorized to give consent;

(3) By deception;

(4) By threat;

(5) By intimidation.

(B) This section does not apply if the value of the property involved is \$1,000.00 or more, or is any of the property listed in Section 2913.71 of the Ohio Revised Code, or is a motor vehicle as defined in Section 4501.01 of the Ohio Revised Code.

(C) Whoever violates this section is guilty of petty misdemeanor theft, a misdemeanor of the first degree.

(R.C. 2913.02)

13.05.01. Definitions.

For the purposes of this chapter the words and phrases defined hereunder shall have the meanings therein respectively ascribed to them:

- (A) A "habitual sex offender" includes any person who is convicted two or more times, in separate criminal actions, for commission of any of the sex offenses set forth in Paragraph (M) of this section. Convictions which result from or are connected with the same act, or result from offenses committed at the same time, shall be counted for the purpose of this section as one conviction. Any conviction set aside pursuant to law, is not a conviction for purposes of this section.
- (B) "Harmful to juveniles." Any material or performance is "harmful to juveniles" if it is offensive to prevailing standards in the adult community with respect to what is suitable for juveniles, and if any of the following apply:
 - (1) It tends to appeal to the prurient interests of juveniles;
 - (2) It contains a display, description, or representation of sexual activity, masturbation, sexual excitement, or nudity;
 - (3) It contains a display, description, or representation, of bestiality or extreme or bizarre violence, cruelty, or brutality;
 - (4) It contains a display, description, or representation of human bodily functions of elimination;
 - (5) It makes repeated use of foul language;
 - (6) It contains a display, description, or representation in lurid detail of the violent physical torture, dismemberment, destruction, or death of a human being;
 - (7) It contains a display, description, or representation of criminal activity which tends to glorify or glamorize such activity, and which with respect to juveniles has a dominant tendency to corrupt.
- (C) "Juvenile," shall mean an unmarried person under 18 years of age.
- (D) "Material," shall mean any book, magazine, newspaper, pamphlet, poster, print, picture, figure, image, description, motion picture film, phonographic record or tape, or other tangible thing capable of arousing interest through sight, sound, or touch.
- (E) "Nudity," shall mean the showing, representation, or depiction of human male or female genitals, pubic area, or buttocks with less than full, opaque covering, or of a female breast with less than full, opaque covering of any portion thereof below the top of the nipple, or of covered male genitals in a discernible turgid state.
- (F) "Obscene"—When considered as a whole, and judged with reference to ordinary adults, or, if it is designed for sexual deviates or other especially susceptible groups, judged with reference to such group, any material or performance is "obscene" if any of the following apply:

- (1) Its dominant appeal is to prurient interests;
 - (2) Its dominant tendency is to arouse lust by displaying or depicting sexual activity, masturbation, sexual excitement, or nudity in a way which tends to represent human beings as mere objects of sexual appetite;
 - (3) Its dominant tendency is to arouse lust by displaying or depicting bestiality or extreme or bizarre violence, cruelty, or brutality;
 - (4) Its dominant tendency is to appeal to scatological interests by displaying or depicting human bodily functions of elimination in a way which inspires disgust or revulsion in persons with ordinary sensibilities without serving any genuine scientific, educational, sociological, moral, or artistic purpose;
 - (5) It contains a series of displays or descriptions of sexual activity, masturbation, sexual excitement, nudity, bestiality extreme or bizarre violence, cruelty, or brutality, or human bodily functions of elimination, the cumulative effect of which is a dominant tendency to appeal to prurient or scatological interests, when the appeal to such interests is primarily for its own sake or for commercial exploitation, rather than primarily for scientific, educational, sociological, moral, or artistic purpose.
- (G) "Performance," shall mean any motion picture, preview, trailer, play, show, skit, dance, or other exhibition performed before an audience.
- (H) "Prostitute," shall mean a male or female who promiscuously engages in sexual activity for hire, regardless of whether the hire is paid to the prostitute or to another.
- (I) "Sexual activity," shall mean sexual conduct or sexual contact, or both. "Sexual activity for hire" means an implicit or explicit agreement to provide sexual activity in exchange for anything of value paid to the person engaging in such sexual activity, to any person trafficking that person, or to any person associated with either such person.
- ~~(R.C. 2907.231 and R.C. 2907.04)~~
- (J) "Sexual conduct," shall mean vaginal intercourse between a male and a female, and anal intercourse, fellatio, and cunnilingus between persons regardless of sex. Penetration, however slight, is sufficient to complete vaginal or anal intercourse.
- (K) "Sexual contact," shall mean any touching of an erogenous zone of another, including without limitation the thigh, genitals, buttock, pubic region, or, if such person is a female, a breast, for the purpose of sexually arousing or gratifying either person.
- (L) "Sexual excitement," shall mean the condition of human male or female genitals when in a state of sexual stimulation or arousal.
- (M) A "Sex offense"
- (1) A violation of Section 2907.02, 2907.03, 2907.05, 2907.08, or 2907.09, of the Revised Code, a felony violation under Section 2907.04 of the Revised Code, a violation of Division (A)(4) of Section 2907.06 of the Revised Code, and a violation of Division (A) or (B) of Section 2907.07 of the Revised Code;

- (2) A violation of Paragraph (A) or (B) of Section 13.05.02, a violation of Paragraph (A)(4) of Section 13.05.03, a violation of Sections 13.05.04, 13.05.05, or a violation of Section 13.05.13 of the Athens City Code;
- (3) A violation of any former law of this state, substantially equivalent to any offense listed in Paragraph (M)(1) of this section;
- (4) An offense under an existing or former municipal ordinance or law of another state of the federal government, substantially equivalent to any offense listed in Paragraph (M)(1) of this section;
- (5) Violation of any prohibition against conspiracy or attempt to commit, or complicity in committing, any offense listed in Paragraph (M)(1), (2) or (3) of this section.

(N) "Place where a person has a reasonable expectation of privacy" means a place where a reasonable person would believe that the person could fully disrobe in private.

(O) "Private area" means the genitals, pubic area, buttocks, or female breast below the top of the areola, where nude or covered by an undergarment.

(Ord. No. 0-139-22, § I, 12-5-2022)

(R.C 2907.01)

13.05.08. Prostitution.

- (A) No person shall recklessly induce, entice, or procure another to engage in sexual activity for hire in exchange for the person giving anything of value to the other person.
- (B) No person shall recklessly induce, entice, or procure another to engage in sexual activity for hire in exchange for the person giving anything of value to the other person if the other person is a person with a developmental disability and the offender knows or has reasonable cause to believe that the other person is a person with a developmental disability. A person with a developmental disability has the same meaning as found in R.C. 2905.32.
- (~~BC~~) Whoever violates this section (A) is guilty of prostitution, a misdemeanor of the third- first degree.
- (D) Whoever violates section (B) is guilty of engaging in prostitution with a person with a developmental disability, a felony of the third degree.

(R.C. 2907.231)

(Ord. No. 0-139-22, § I, 12-5-2022)

13.05.13. Corruption of a minor.

- (A) No person, 18 years of age or older, shall engage in sexual conduct with another, ~~not the spouse of the offender~~, when the offender knows such other person is over 12 but less than 16 years of age, or the offender is reckless in that regard.
- (B) This section shall not apply if the offender is four or more years older than the other person.
- (C) Whoever violates this section is guilty of corrupting a minor, a misdemeanor of the first degree.

(R.C. 2907.04)

(Ord. No. 0-135-21, § I, 11-15-2021)

0-92-24

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 decreasing General Fund, Mayor, 101.101, T.C. 500, capital outlay, by Four Thousand Dollars (\$4,000.00), and increasing T.C. 300, travel expense, by the same amount, for mayoral travel that will be reimbursed by the National League of Cities, and increasing and decreasing the total appropriations by said amount.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-93-24

Introduced by Jessica Thomas
Member of Council

AN ORDINANCE AMENDING ORDINANCES 74-21, 116-22, and 36-24;
AUTHORIZING ATHENS UPTOWN DESIGNATED OUTDOOR REFRESHMENT
AREA (DORA) HOURS OF OPERATION.

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

SECTION I: Section II of Ordinance 36-24 is hereby amended to read as follows:

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

3. Hours of Operation:

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

Season Runs	May 7-	August 15
	Friday of Ohio University Spring commencement weekend through Sunday of the week prior to the beginning of Ohio University fall semester classes.	

Day	Start Time	End Time
Monday	12:00 p.m.	11:00 p.m.
Tuesday	12:00 p.m.	11:00 p.m.
Wednesday	12:00 p.m.	11:00 p.m.
Thursday	12:00 p.m.	11:00 p.m.
Friday	12:00 p.m.	11:00 p.m.
Saturday	12:00 p.m.	11:00 p.m.
Sunday	12:00 p.m.	8:00 p.m.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-94-24

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:

Twenty-Four Thousand Two Hundred Ninety-Four Dollars (\$24,294.00) to Street Fund, 220, T.C. 500, grant award for H2 Ohio Rivers Initiative Chloride Reduction; and

Fifteen Thousand Dollars (\$15,000.00) to Community Center Fund, 271, T.C. 500, for elevator pit repairs, 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

0-95-24

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING DISPOSAL OF EQUIPMENT AND VEHICLES 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 equipment no longer needed for a municipal purpose:

<u>EQUIPMENT</u>	<u>SERIAL/VIN #</u>	<u>FIXED ASSET#</u>
(Fire) Foam Box Trailer	48B500G21W1033840	800233

SECTION II: The above-listed equipment is hereby authorized for donation to the Albany Volunteer Fire Department.

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

0-96-24

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A BUYOUT AGREEMENT FOR THE CARPORT-MOUNTED SOLAR ARRAY AT THE COMMUNITY CENTER.

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

SECTION I: The Service-Safety Director is hereby authorized to enter into a buyout agreement for the carport-mounted solar array at the Community Center, in substantially the same form as attached hereto and incorporated herein by reference.

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

Thirty-Five Thousand Dollars (\$35,000.00) to Community Center Fund, 271, T.C. 500; and

Two Hundred Thousand Dollars (\$200,000.00) to Capital Improvements Fund, 580, T.C. 500, and increasing the total appropriations by said amounts.

SECTION III: The Service-Safety Director is hereby authorized to expend up to Two Hundred Thirty-Five Thousand Dollars (\$235,000.00) for said buy-out as follows:

Thirty-Five Thousand Dollars (\$35,000.00) from Community Center Fund, 271, T.C. 500; and

Two Hundred Thousand Dollars (\$200,000.00) from Capital Improvements Fund, 580, T.C. 500.

SECTION IV: 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

BILL OF SALE

SL BUCKEYE SOLAR I LLC, an Ohio limited liability company (“Grantor”), in consideration of the sum of TWO HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED FIFTY-FIVE and 00/100 Dollars (\$231,455.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, sell, transfer and deliver to **CITY OF ATHENS** (“Grantee”), all right title and interest of the Grantor in the several items of personal property described in Schedule “A” attached hereto and by this reference made a part hereof.

Grantee is acquiring the aforesaid property above in reliance upon its personal inspection and knowledge of the property and in a fully operational condition, and hereby acknowledges receipt and acceptance thereof.

GRANTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE EXCEPT THAT (1) GRANTEE WILL ACQUIRE, BY THE TERMS OF THIS BILL OF SALE, TITLE TO THE AFORESAID PROPERTY FREE FROM ALL LIENS, ENCUMBRANCES AND RESTRICTIONS; AND (2) GRANTOR HAS THE RIGHT TO SELL AND CONVEY THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PROPERTY INCLUDING THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE AFORESAID PROPERTY. ANY DISPUTES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.

IN WITNESS WHEREOF, this Bill of Sale is hereby executed this ____ day of _____, 2024.

GRANTOR:

SL BUCKEYE SOLAR I LLC

By: _____

Name: William C. Zachary

Title: Authorized Signatory

ACKNOWLEDGEMENT AND ACCEPTANCE:

GRANTEE:

CITY OF ATHENS

By: _____

Name:

Title:

ACKNOWLEDGMENT PAGE

TO

BILL OF SALE

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 2024, before me, the undersigned, a Notary Public in and of the State of New York, personally appeared William C. Zachary, personally known to me to be the individual whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his said capacities, and that by his signature on the instrument, the individuals or the persons upon whose behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

STATE OF OHIO)
) ss.:
COUNTY OF ATHENS)

On the ____ day of _____, 2024, before me, the undersigned, a Notary Public in and of the State of Ohio, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and he/she acknowledged to me that he/she executed the same in his/her said capacity, and that by his/her signature on the instrument, the individuals or the persons upon whose behalf of which the individual acted, executed the instrument.

Notary Public, State of Ohio

Schedule “A”

1. Approximately 936 Sharp NU-U240F1 240W modules, two (2) 100kW central inverters manufactured by PVPowered, all steel parking canopy structures, and all associated solar photovoltaic generating system machinery, equipment, fixtures and other tangible personal property owned by Grantor located on the grounds of and within the Athens Community Center, 701 E. State Street, Athens, OH 45701 (the “Facility”).
2. All rights to Environmental Attributes¹ related to the Facility.
3. All rights to the digital generator account for the Facility on the PJM-EIS Generation Attribute Tracking System (“GATS”).
4. All federal, state, or local permissions and certifications related to Environmental Attributes, including but not limited to:
 - a. the Facility’s qualification in the State of Ohio as a Solar Renewable Energy Source with a State Certification Number of 11-SPV-OH-GATS-0159;
 - b. the Facility’s qualification in the Commonwealth of Pennsylvania as a Tier I Renewable Energy Source with a State Certification Number of PA-36182-NSTI-I; and
 - c. the Facility’s qualification in the Commonwealth of Virginia as Renewable with a State Certification Number of VA-009840-SUN.
5. All Environmental Attributes held by Grantor and having arisen from generation occurring on or after January 1, 2024 shall be immediately turned over via certificate transfer to the inbox of a GATS account named by Grantee, with such definitions provided by PJM-EIS.

¹ “Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Facility, the production of electrical energy from the Facility and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

EARLY TERMINATION
OF
SOLAR POWER PURCHASE AGREEMENT

This Early Termination of Solar Power Purchase Agreement (this “**Termination**”) is entered into this date of _____, 2024 (“**Execution Date**”) by and between SL Buckeye Solar I LLC, an Ohio limited liability company (“**Licensee**”) and the City of Athens, a _____ (“**Host**”). Licensee and Host are herein collectively referred to as the “**Parties**”, or individually as a “**Party**”.

WHEREAS, the Parties are parties to that certain Solar Power Purchase Agreement dated as of February 26, 2010, to which that certain Site License Agreement dated the same is exhibited (together with the Site License Agreement and all other exhibits, the “**SPPA**”).

WHEREAS, Licensee is a party to the SPPA by virtue of assignment;

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to them in the SPPA;

WHEREAS, there currently exists no Event of Default under the SPPA on the part of either Licensee or Host;

WHEREAS, Commercial Operation Date under the SPPA is November 10, 2010;

WHEREAS, the twenty-year Term of the SPPA ends at 11:59pm on November 9, 2030;

WHEREAS, Host has elected to terminate the SPPA early and for convenience pursuant to SPPA Section 3.1.2; and

WHEREAS, Licensee has agreed to such early termination for convenience pursuant to the terms of that certain Bill of Sale with Host as “Grantor” dated _____, 2024;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to the following provisions of this Termination:

1. **TERMINATION.** Upon consummation of the transaction described in the Bill of Sale and the receipt by Licensee of the related consideration paid by Host under such Bill of Sale, the SPPA shall be terminated in its entirety. For the avoidance of doubt, this Termination is only effective if payment by Host to Licensee is paid and received in full.
2. **DATE OF END OF HOST’S OBLIGATION TO PURCHASE ELECTRICITY.** Strictly with regard to Host’s obligation under the SPPA to purchase electricity from Host, this Termination shall be effective as of January 1, 2024. For the avoidance of

doubt, Host shall not receive an invoice from Licensee for settlement of the purchase and sale of electric power for any period in the calendar year 2024.

3. **NO LIABILITY OR CONTINUING OBLIGATIONS.** Upon consummation of the transaction described in the Bill of Sale, Licensee shall hereby forever be released from all liability, indemnification, or any right or obligation under the SPPA with no exception.
4. **BINDING AGREEMENT.** This Termination shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. Each Party represents, warrants, and certifies to the other Party that the person signing this Termination on behalf of such Party below has authority to bind the Party to this Termination and that this Termination will legally bind the Parties. To the extent that the practices, policies, or procedures of any Party, now or in the future, are inconsistent with the terms of this Termination, the provisions of this Termination shall control.
5. **NO DEFAULT.** This Termination does not constitute a default under the SPPA, which, if not terminated through the consummation of the transaction contemplated in the Bill of Sale described in Item 1 above, is otherwise in full force and effect.
6. **THIS TERMINATION** shall be construed in accordance with, and be governed by the laws of the State of Ohio.

[the remainder of this page is left intentionally blank; signature page to follow]

IN WITNESS THEREOF, the Parties have caused this Early Termination of Solar Power Purchase Agreement to be executed by their duly authorized representatives on the Execution Date:

SL BUCKEYE SOLAR I LLC

CITY OF ATHENS

By: _____

By: _____

Name: William C. Zachary
Title: Authorized Signatory

Name:
Title:

ACKNOWLEDGMENT PAGE

TO

EARLY TERMINATION OF SOLAR POWER PURCHASE AGREEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 2024, before me, the undersigned, a Notary Public in and of the State of New York, personally appeared William C. Zachary, personally known to me to be the individual whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his said capacities, and that by his signature on the instrument, the individuals or the persons upon whose behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

STATE OF OHIO)
) ss.:
COUNTY OF ATHENS)

On the ____ day of _____, 2024, before me, the undersigned, a Notary Public in and of the State of Ohio, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and he/she acknowledged to me that he/she executed the same in his/her said capacity, and that by his/her signature on the instrument, the individuals or the persons upon whose behalf of which the individual acted, executed the instrument.

Notary Public, State of Ohio

AFFIDAVIT

This Affidavit is furnished in connection with that certain BILL OF SALE dated as of _____, 2024 and that certain EARLY TERMINATION OF SOLAR POWER PURCHASE AGREEMENT, dated as of the same (collectively, the “**Agreements**”), by and between the City of Athens (“Athens”) and SL Buckeye Solar I LLC (“Buckeye I”). Unless otherwise defined herein, terms defined in the Agreements and used herein shall have the meanings given to them in the Agreements.

The undersigned, William C. Zachary, hereby certifies that he is the duly appointed, acting and qualified Authorized Signatory of Buckeye I.

The undersigned does hereby further certify, solely in his capacity as Authorized Signatory of Buckeye I and not in his personal capacity and without personal liability therefore, on behalf of Buckeye I, as of the date first written above, that:

- (a) Attached hereto as Attachment A is a true, accurate and complete copy of the resolutions adopted by the Buckeye I’s Manager duly authorizing the execution, delivery and performance by Buckeye I of all executable main or ancillary documents related to the Purchase Agreement transaction. Such resolutions have not been modified, rescinded or amended and remain in full force and effect on the date hereof, and no other resolutions have been adopted by Buckeye I’s Manager in contradiction thereof.
- (b) Attached hereto as Attachment B is an incumbency certificate of Buckeye I dated as of the date hereof. Each person named on Attachment B is duly appointed and acting as an officer of Buckeye I, holding the respective title set opposite such officer’s name, the signature set opposite such officer’s name is such officer’s genuine signature, and each of the officers listed on Attachment B is authorized to execute the Agreements and all agreements to which Buckeye I is a party.

[the remainder of this page is intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Affidavit as of the date first set forth above.

**SL BUCKEYE SOLAR I LLC, an Ohio
limited liability company**

By: _____
Name: William C. Zachary
Title: Authorized Signatory

ACKNOWLEDGMENT PAGE

TO

AFFIDAVIT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 2024, before me, the undersigned, a Notary Public in and of the State of New York, personally appeared William C. Zachary, personally known to me to be the individual whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his said capacities, and that by his signature on the instrument, the individuals or the persons upon whose behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

ATTACHMENT A
BUCKEYE I RESOLUTION

WRITTEN CONSENT TO ACTION
AND RESOLUTION OF THE SOLE MANAGER OF
SL BUCKEYE SOLAR I LLC

Regarding the transaction as described in that certain

BILL OF SALE dated _____, 2024

and that certain

EARLY TERMINATION OF SOLAR POWER PURCHASE AGREEMENT dated _____, 2024

(collectively, the “Agreements”)

The undersigned, are the authorized signatory for the sole manager (the “**Sole Manager**”) of SL BUCKEYE SOLAR I LLC, an Ohio limited liability company (“**Buckeye I**”), hereby consent to the following, with all capitalized terms defined herein having the definitions ascribed to them in the Agreements:

WHEREAS, Buckeye I desires to sell the Facility and terminate that certain related Solar Power Purchase Agreement dated February 26, 2010 (the “**SPPA**”), and the City of Athens desires to receive the Facility and terminate the SPPA, as contemplated in the Agreements between Buckeye I and the City of Athens; and

WHEREAS, the undersigned constituting the Sole Manager’s consent to, and take, this action, in accordance with, and as authorized by, that certain Limited Liability Company Operating Agreement of Buckeye I.

NOW, THEREFORE, BE IT RESOLVED, that Buckeye I be, and hereby is authorized to sell the Facility and terminate the SPPA, and further undertake all other transfers and obligations contemplated in the Agreements and execute any other documents as may be necessary or required to effectuate the Agreements;

FURTHER RESOLVED, that William C. Zachary, as Authorized Signatory of Buckeye I, is authorized to make such additions, deletions, or changes to the Agreements, including their respective exhibits and schedules as the

either executing the same shall approve (such execution and delivery to be conclusive evidence of his approval of any such additions, deletions, or changes);

FURTHER RESOLVED, that William C. Zachary is authorized to sign and execute and deliver the Agreements and any other Transaction Documents as may be necessary, desired or required to effectuate the foregoing transactions;

FURTHER RESOLVED, that William C. Zachary is authorized to take or cause to be taken all further actions necessary or appropriate to effectuate the foregoing resolutions, and any actions taken by him, or hereafter taken by him, within the intent of the foregoing resolutions are ratified, adopted, and approved as the acts of Buckeye I.

Effective as of the last date of signing.

SOLAR INVESTMENT MANAGEMENT COMPANY, LLC, a Delaware limited liability company, as Sole Manager of SL BUCKEYE SOLAR I LLC, an Ohio limited liability company

By: _____
Name: Stacey L. Hughes
Title: Authorized Signatory
Date:

ACKNOWLEDGMENT PAGE

TO

BUCKEYE I RESOLUTION

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 2024, before me, the undersigned, a Notary Public in and of the State of New York, personally appeared Stacey L. Hughes, personally known to me to be the individual whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same in her said capacities, and that by her signature on the instrument, the individuals or the persons upon whose behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

ATTACHMENT B
BUCKEYE I INCUMBENCY

<u>Name</u>	<u>Title</u>	<u>Signature</u>
1. William C. Zachary	Authorized Signatory	
2. Edouard Klehe	Authorized Signatory	
3. Stacey L. Hughes	Authorized Signatory	

ACKNOWLEDGMENT PAGE

TO

BUCKEYE I INCUMBENCY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 2024, before me, the undersigned, a Notary Public in and of the State of New York, personally appeared William C. Zachary, Stacey L. Hughes, and Edouard Klehe personally known to me to be the individuals whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same in their said capacities, and that by their signature on the instrument, the individuals or the persons upon whose behalf of which the individuals acted, executed the instrument.

Notary Public, State of New York

0-97-24

Introduced by Council Member McCarey
City & Safety Services Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 5, PUBLIC UTILITIES, CHAPTER 5.07, STORM WATER REGULATIONS, SECTIONS 5.07.14, APPEAL OF NOTICE OF VIOLATION, AND 5.07.15, ENFORCEMENT MEASURES AFTER APPEAL.

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

SECTION I: Athens City Code, Title 5, Public Utilities, Chapter, 5.07., Storm Water Regulations, Sections 5.07.14, Appeal of Notice of Violation, and 5.07.15, Enforcement Measures After Appeal, are hereby amended to read as follows:

5.07.14. - Appeal of notice of violation.

Any person receiving a notice of violation may appeal the determination of the service-safety director. The notice of appeal must be received within **thirty (30)** days from the date of the notice of violation. Hearing on the appeal before the appropriate authority or their designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final.

5.07.15. - Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within **thirty (30)** days of the decision of the municipal authority upholding the decision of the authorized enforcement agency, the representatives of the authorized enforcement agency shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

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

0-98-24

Introduced by All Members of Council

AN ORDINANCE APPROVING THE ATHENS-HOCKING SOLID WASTE MANAGEMENT PLAN.

WHEREAS, the City of Athens in Athens County is located within the Athens-Hocking Solid Waste District; and

WHEREAS, the Athens-Hocking Solid Waste District Policy Committee prepared and adopted a final draft of the Solid Waste Management Plan in accordance with ORC Sections 3734.53, 3734.54, and 3734.55; and

WHEREAS, the Athens-Hocking Solid Waste District has provided a copy of the Adopted Solid Waste Management Plan for ratification to each of the legislative authorities of the District; and

WHEREAS, the City of Athens must decide whether it approves of said Solid Waste Management Plan within ninety (90) days of receipt of the Final Plan;

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

SECTION I: Athens City Council does hereby approve the Athens-Hocking Solid Waste Management Plan adopted by the Athens-Hocking Solid Waste District Board of Directors on September 4, 2024.

SECTION II: The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the Athens-Hocking Solid Waste District.

SECTION III: This Council finds and determines that all formal actions of Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this 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 IV: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-99-24

Introduced by Alan Swank, Member
Transportation Committee

AN ORDINANCE AMENDING ORDINANCE 15-24, AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO CLOSE STREETS IN THE UPTOWN AREA FOR SPECIAL EVENTS DURING THE 2024 CALENDAR YEAR, AND TO CHANGE REQUESTED DATES OR CANCEL EVENTS AS NECESSARY.

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

SECTION I: Ordinance 15-24 is hereby amended to read as follows:

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

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

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

- Ohio University Welcome Weekend – Student Fair, 8/25/2024, Union Street from College to Court
- Oktoberfest Event – supporting Ohio Brew Week, 9/21/2024, Union Street from Congress to Court
- Cool Digs Annual Gem Show, 10/19/24, Union Street from Congress to Court
- City of Athens Halloween/AUBA Trick or Treat, 10/26/2024, full uptown area
- Annual Holiday Tree Lighting, 12/6/2024, lane closure on Court Street in front of Courthouse; and

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

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

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-100-24

Introduced by Alan Swank, Member, Chair
Transportation Committee

AN ORDINANCE AMENDING ORDINANCE 16-24, SUSPENDING THE ENFORCEMENT OF ATHENS CITY CODE CHAPTER 11.04, VENDING, PEDDLING AND SOLICITING, TO ALLOW VENDING IN DESIGNATED EVENT AREAS.

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

SECTION I: Ordinance 16-24 is hereby amended to read as follows:

Section I: The enforcement of Athens City Code Chapter 11.04, Vending, Peddling and Soliciting, is hereby suspended from 8:00 a.m. to 11:00 p.m. to allow vending in the designated street closure areas, authorized by Ordinance 15-24, at such times and areas determined appropriate by the Administration for the following events:

- Ohio University International Street Festival
- Athens Film Festival Court Street Screening
- DORA
- Boogie on the Bricks
- City of Athens Halloween
- Ohio Brew Week Last Call
- Bounty on the Bricks
- Athens Arts & Music Festival
- Octoberfest
- Cool Digs
- Annual Holiday Tree Lighting

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR
(CITY COUNCIL)**

Revised Code, Secs. 5705.34, - 35.

*The Council of the **City of Athens**, Athens County, Ohio met in _____
(Regular or Special) session on the _____ day of _____, 2024
at the office of _____ with the following members present:*

_____ moved the adoption of the following Resolution:

*WHEREAS, This Council in accordance with the provisions of law has previously adopted
a Tax Budget for the next succeeding fiscal year commencing January 1st, 2025; and*

*WHEREAS, The Budget Commission of Athens County, Ohio has certified its action thereon to
this Council together with an estimate by the County Auditor of the rate of each tax necessary to be
levied by this Council, and what part thereof is without, and what part is within, the ten mill
limitation; therefore, be it*

*RESOLVED, By the Council of the **City of Athens**, Athens County, Ohio that the amounts
and rates, as determined by the Budget Commission in its certification, be and the same are
hereby accepted; and be it further*

*RESOLVED, That there be and is hereby levied on the tax duplicate of said City
the rate of each tax necessary to be levied within and without the ten mill limitation as follows:*

SCHEDULE A				
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES				
FUND	Amount to Be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column II	Column IV	V	VI
General Fund				
Athens Township		1,159,868	2.60	
Canaan Township		54,830	2.40	
TOTAL	-	1,214,699	5.00	0.00

SCHEDULE B LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES		
Fund	Maximum Rate Authorized to Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
General Fund:		
Total General Fund Outside 10 Mill Limitation		

and be it further

RESOLVED, That the Clerk of this Council be, and is hereby directed to certify a copy of this Resolution to the County Auditor of Athens County.

_____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Adopted the _____ day of _____, 2024.

President of Council

Clerk of Council

CERTIFICATE OF COPY

ORIGINAL ON FILE

The State of Ohio, Athens County, ss.

I, _____, Clerk of the Council of the **City of Athens**, within
and for said County, and in whose custody the Files and Records of said Council are required
by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and
copied from the original:

now on file, that the foregoing has been compared by me with said original document, and that
the same is a true and correct copy thereof.

Witness my signature, this _____ day of _____, 2024.

Clerk of Council

A copy of this Resolution must be certified to the County Auditor before the first day of October in each year, or at such later date as
may be approved by the Board of Tax Appeals.

No. _____

COUNCIL OF THE CITY OF

ATHENS

Athens County, Ohio

RESOLUTION

**ACCEPTING THE AMOUNTS AND
RATES AS DETERMINED BY THE
BUDGET COMMISSION AND
AUTHORIZING THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO
THE COUNTY AUDITOR.
(City Council)**

Adopted _____, 2024

Clerk of Council

Filed _____, 2024

Jill A. Thompson

Athens County Auditor

By _____
Deputy

Athens City
Tax Revenue Estimates for 2025 (Tax Year 2024)

<u>Tax Rate</u>	<u>Type</u>	<u>Date Voted</u>	<u>Levied Years</u>
2.60 Mills GF - Athens Twp n/a	Inside	n/a	Continuing
2.40 Mills GF - Canaan Twp n/a	Inside	n/a	Continuing

<u>Athens City</u>	<u>Athens Township</u>	<u>Canaan Township</u>	<u>Total</u>
AGR-RES	268,215,500	575,810	268,791,310
OTHER	175,448,800	22,682,680	198,131,480
UTILITY REAL	-	-	-
UTILITY PERS	25,918,040	789,930	26,707,970
PERSONAL	-	-	-
TOTAL	469,582,340	24,048,420	493,630,760

<u>Levy</u>	<u>Eff. Rate A</u>	<u>Eff. Rate B</u>	<u>Full Rate</u>	<u>Estimated Revenue</u>
GF - Athens Twp	2.600000	2.600000	2.60 \$	1,159,868
GF - Canaan Twp	2.400000	2.400000	2.40 \$	54,830
Total Tax Levy Estimate:			\$	1,214,699

Estimates are calculated using tax year 2023 rates and valuation

Total Estimated Revenue does not include PU or PPT Reimbursements.