AGENDA
ATHENS PLANNING COMMISSION
WEDNESDAY, NOVEMBER 6, 2024 AT 12:00 PM

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

Establish Quorum

Disposition of Minutes

- September 18, 2024

Cases

Communications

- Application for Title 41/P.U.D. - 34 Elliott Street - Shultz
- Application for Title 41/P.U.D. - Depot Street - Shultz
- Application for Zone Change - between Blackburn Rd and Richland Ave - Spire Development

Reports

- David Riggs, Code Enforcement Director
- Meghan Jennings, City Planner

Opportunity for citizens to speak about items not covered on agenda

Announcements & Other Business:

- Next meeting: November 20, 2024

Adjournment

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.

Athens City Planning Commission
Minutes of Regular Meeting
Wednesday, September 18, 2024, 12:00 p.m.

A regular meeting of the Athens City Planning Commission was held in City Council Chambers, third floor of City Hall, on September 18, 2024.

Attendees: Ginger Schmalenberg, Eric Lee, Russell Chamberlain, Andy Vogt, Michele Papai, David Cornwell, Laurie Deal

1. **Call to Order**

John Kotowski called the regular meeting of the Planning Commission to order at 12:00 p.m. and administered the oath to those in the audience intending to speak before the commission. Quorum established with three members present.

PLANNING COMMISSION MEMBERS:	
Chris Knisely	Present
John Kotowski, Chair	Present
Steve Patterson, Mayor	Absent
Austin Phillips, Vice-Chair	Present
Andy Stone, Service-Safety Director	Absent
STAFF:	
David Riggs, Code Enforcement Director	Present
Meghan Jennings, City Planner	Present

2. **Disposition of Minutes**

John Kotowski moved to approve the July 3, 2024 minutes. Chris Knisely seconded. All present voted aye. Motion passed 3:0.

3. **Cases**

None

4. **Communications**

Conestoga Hut Safe Spot Site/510 W. Union Street

David Riggs/Code Enforcement Director

- Conestoga Huts are not regulated in Athens City Code. This is a request for conditional use to install four huts at 510 W. Union St. and construct a 6 ft. fence, with porta potty on site and access to County was removal.
- A special use 1-year permit was granted by the BZA just before the pandemic.
- The site is owned by Athens County. The city does not have jurisdiction so cannot put any restrictions on this project.

- They are coming to the Planning Commission for informational purposes only. The city will hear it and issue a zoning certificate.

Ginger Schmalenberg/The Gathering Place

- The Gathering Place has been in operation for 48 years serving the homeless.
- Before the pandemic they began researching housing needs and worked with a group in Eugene OR who utilize Conestoga Huts.
- They have been working with about forty agencies in the area on the plan.
- These huts are a step up from just using a tent, it would be a designated place for shelter. This would offer interim housing while they utilize the Gathering Place services, which includes assistance in finding permanent housing.
- They wanted to find a place on the bus route, so they selected the parking lot at 510 W. Union Street, which is owned by Athens County. The County Commissioners have written a letter of support (attached for reference).
- Athens County has a governmental exemption to the zoning code (ACC 23.03.19).
- Plan to install four huts beginning this November.

Commission Discussion

- There are other safe spots like they are proposing that exist in Ohio, like Aurora. Many are located in church parking lots.
- Maximum number of huts at this site is 10.
- The site will be fenced and locked.
- There are established rules to participate.
- Porta potty and garbage collection will be provided.
- Huts are well insulated.
- No electricity or water.
- Security cameras will be monitored.
- Residents leave at 10 a.m. for the Gathering Place for services and return at 7 p.m.
- The Planning Commission does not vote on this because the county is exempt. A certificate must be issued by the city.

Audience Discussion

- Several audience members spoke with questions and concerns: Eric Lee, Russell Chamberlain, Andy Vogt, David Cornwell, and Laurie Deal.
- Ginger S. & Michele P. with the Gathering Place and City Code Enforcement Director David R. answered questions and spoke to their concerns.
- Questions and comments included: purpose of safe spot, number of huts for the pilot, number of people accommodated/hut, proximity to the Sandlot ball fields, attracting homeless to Athens because of this safe spot, metrics to gauge the success/failure of the pilot, complaint process, dimensions and amenities of the huts and supporting structures, adjacent property owner notification, budget, clarification of why the County does not have to comply and why

city has to issue permit, location selection process, safety and security measures being put in place, dangers to kids at the ballfields.

5. **Reports from Director of Development & Code Enforcement and City Planner**

David Riggs/Code Enforcement Director

- No updates

Meghan Jennings/City Planner

- Legislation moving through City Council regarding the PC recommended changes to ACC Title 21 and 23.

6. **Opportunity for Citizens to Speak**

None

7. **Announcements & Other Business**

- Next meeting October 2, 2024

8. **Adjournment**

The meeting adjourned at 1:10 p.m.

Athens County Commissioners

Charlie Adkins
cadkins@athensoh.org
Chris Chmiel
cchmiel@athensoh.org
Lenny Eliason, MPA
leliason@athensoh.org

15 South Court St.
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Telephone (740) 592-3292
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August 24, 2024

To: Athens City Planning Commission

Project and Property Owner: Athens County Commissioners, Athens Ohio
Owner's Address: 15 South Court Street, 2nd Floor, Athens, Ohio 45701
RE: Conestoga Hut Safe Spot Site : Location: 510 W. Union St. Athens, Ohio 45701

Description of Proposed Use: Proto-Type Conestoga Hut Safe Spot Site: Building a Conestoga Huts, a "micro-shelter" that provides a person with roughly sixty square feet of lockable, dry, and safe space to temporarily live while working to improve their life situation. It uses minimal materials to keep cost down per shelter while providing stability to its user. If a Hut is abused or damaged, its design enables it to be disassembled, refurbished, and put back together to help another person in need, all with ease. These are not permanent structures and can be easily moved to other sites and look nice in a community space such as a parking lot or greenspace. We are requesting on behalf of Athens Mental Health Inc., dba The Gathering Place "Conestoga Hut Project" to place four 12ftx6ft huts surrounded by 224 ft of privacy fencing that will be 6ft high-materials vinyl and chain link-lockable and a 7.5ft high x4ft wide and 4ft deep porto-potty.

Request for Conditional Use: Referring to 23.07.02 (D) Temporary structures and uses, and ACC.23.03.24, and ACC 23.03.19

1. Standards- The BZA may permit the temporary use of structures or premises in any zone for a purpose that does not conform to the regulations prescribed elsewhere in the zoning code for the zone in which it is located, provided that the BZA finds such use to be of a temporary nature, not to involved the erection of a substantial structure, and to be unlikely to cause substantial detriment to the public. Any such temporary certificate shall be granted subject to such conditions as will safeguard the public health, safety, morals and general welfare.

2. In addition: Under ACC 23.03.24 all zones prohibit trailers as living units except in a trailer park. The county property at the Ohio Means Jobs located at 510 W. Union is in a B-3 zone, and as a trailer park is a conditionality permitted use in a B-3 zone, with certain conditions laid out in ACC 23.04.07 (C), which normally one would go before the BZA to gain a conditional permit. However, it is not necessary in this incidence because of ACC 23.03.19, which has the government exemption to the zoning code.

The Board of Athens County Commissioners is an Affirmative Action employer and does not discriminate for reasons of race, gender, age, religion or disability.
Printed on recycled paper

- *This states: 23.03.19. - Government property exemptions.*

  The administrative authority of all governmental units (including city, township, county, state, and federal units) must make a reasonable attempt to ensure that their buildings and grounds conform to the regulations of the zoning code. When such authorities find, they cannot conform to these regulations, they shall inform the planning commission in writing, outlining the nature of and reasons for such nonconformance.

  The Athens County Commissioners (ACC) observe the hardship for some of our community members who are currently unhoused and living out of doors, due to a variety of social issues of economic hardship, mental, intellectual or physical disability, those entering recovery from a substance use disorder or re-entry from the judicial system, and scarce access to affordable housing units that meet the HUD fair market rate for our county, or no access to limited governmental housing vouchers.

  The ACC support interim solutions that the Athens County Housing Security Co-Create Coalition (Co-Create) have developed. Co-Create is representing 32 city/county agencies that can offer wrap-around supports and advocacy and fund development expertise for housing security in Athens County- the "safe spot" community of Conestoga Huts as an interim solution while an individual community member works toward secure housing, employment or income, and other health services while awaiting housing opportunities.

  The Athens County Commissioners feel that there is an exception in this case of use due to the affordability of these micro-structures and necessity of emergency housing for community members. These structures can be rapidly constructed and dismantled and moved and can be anchored for safety to concrete blocks, as is common with sheds or trailers throughout the city and county. These micro-shelters help to fill the needed shelter space for our community, as our city/county does not yet have a city-run shelter, only a privately run shelter with limited shelter beds.

Requested Variance: To build a proto-type model of four Conestoga Huts at 510 West Union, Ohio Means Jobs. The project will also be constructing a fence (6ft.) for safety and privacy and respect for public image and site will have sanitation with a Porto-potty on site and access to County waste removal.

Reasoning for variance request:

- Homelessness is a huge issue in our community, especially considering not enough affordable housing stock available for individuals who may not currently have income or be involved with services that can help them obtain that resource.
- Even when an individual obtains a HUD voucher for subsidized housing, there is not enough housing stock that meets the requirements of cost using the voucher.
- Many are sleeping in tents hidden around our city without appropriate hygiene facilities in which to use the restroom, wash hands, or shower, or tents are not providing enough shelter and warmth in the winter months. This also causes undue public health concerns when human waste and other trash waste are littered around the city.

- This safe-spot micro-shelter community is to be used as a Proto-Type project for our community members, city and county officials, health and wellness agencies, recovery agencies, and area churches and nonprofits to learn more about the possibilities of Conestoga Hut communities and how they can change lives and reach our community members in need, with shelter and other needed services until a city/county non-congregate low-barrier shelter can be acquired through Co-Create's larger on-going activities to be responsive towards our unhoused neighbors.
- AMHInc.dba The Gathering Place is perfectly positioned to take on the role of oversight for this project, as their mission is to serve marginalized populations who may be experiencing homelessness due to other factors. They provide linkage services (mental health, social services, housing, and food security) and access to basic needs such as a shower, food, laundry services, and other recovery supports and programming at their location, 7 North Congress Street, Athens, Ohio.

Practical Difficulty: The city of Athens only has one privately run homeless shelter and there are far too few beds to serve all our community members who are homeless. This is a strategy that has been quite successful in other communities, such as Eugene, Oregon and "Community Shelters" model. Some community members do not have an income or access to a means to gain housing.

Preservation of Equal Property Rights:
The location of 510 West Union is located on county property, adjacent to the city bike path and there are already individuals camping in the woods a few yards away. By providing a fence for privacy and safety and access to sanitation and waste removal, and uniform shelters that have materials sturdier and more visually appealing, the current city/county property can be better maintained and a sanctioned space can be more appealing to our community as a specific structure is developed and unhoused community members are involved in a program and a living space and the individuals served are part of a wrap-around service project, monitored by AMHINC, dba The Gathering Place.

Minimum Variance:
This variance requests that only the minimum amount of space be used at 510 West Union, the visual impact does not impact the look of the neighborhood and they are neat and appealing structures, even more appealing than a shed. A privacy fence will also be a part of the site.

Absence of Detriment:
- This structure does not increase the occupant load of this area of the city, it is among a large amount of green space, there will be no extra vehicles in the adjacent parking lot.
- This location was specifically chosen for the benefits of the bus line for transportation, being feet away from Ohio Means Jobs (JFS) and close approximate to mental health and recovery supports services. These shelters are meant to be temporary dwellings for individuals experiencing homelessness, evidence-based to reduce an individual's time being homeless, as they provide more safety, security and comfort for an individual to connect with services with goals of permanent housing and other needed health and mental health/recovery services.

- These structures are meant to be sober living sites.
- Individuals will be vetted and have daily contact with case managers, will be required to be in services and working towards goal of permanent supportive housing.

Not of General Nature:

AMHINC, dba The Gathering Place is a member operated peer recovery organization that serves adults with a lived experience of a mental health or co-occurring substance use disorder. Staff and members work together to provide peer support, linkage services, advocacy, mental health education, recreational and wellness activities, access to healthy food, access to housing opportunities, and community integration opportunities, all in a welcoming home-like environment. They have been serving Athens County since 1976 and operate a 5-bedroom sober living home for men, called Mike's Bridge House.

AMHINC, dba The Gathering Place has the support of Sister's Health Foundation to fund this project and also support from the Co-Create Coalition which Athens Foundation facilitates the partnership of 32 city/county agencies working together to address the issue of Housing Security in Athens County.

A concrete best practice plan of case management/structure and oversight of the proposed site will be in written format and a 1-year lease and other needed documents will be outlined with the Athens County Commissioners and re-evaluated annually for any needed improvements, and to note documented outcomes and if goals are being met and if project can be advanced to other sites.

Sincerely,

Lenny Eliason, President

Charlie Adkins, Vice-President

Chris Chmiel

ACC:js

APPLICATION for TITLE 41 / P.U.D.

☒ Title 41 ☐ P.U.D.

CITY OF ATHENS, OHIO

ATHENS CITY CODE TITLE 41/21

(For Office Use Only)

Permit # T4124-000002

Date Rec'd 10-3-24

Applicant RICHARD SHULTZ Phone 740-707-8069

Address 41228 Gibson Ridge Rd., ALBANY, OHIO 45710

Property Owner *(if other than applicant)* UNIVERSITY RENTALS Phone 740-517-5471 DAN DELUCA

Address 8 No. COURT St., ATHENS OHIO 45701

E-mail (Optional): RJSHULTZ@RJSHULTZARCHITECT.COM

PROJECT INFO

Project Name: 34 ELLIOTT St. 2-BEDROOM APARTMENTS

Project Address/Location: 34 ELLIOTT St.

Current Property Use: VACANT Proposed Property Use: RENTAL APARTMENT

Number of Proposed Buildings: ONE 3-STORY Proposed Square Footage: 5,307

Estimated Cost of Project: $1,061,400

Other Items Required (if applicable):

☐ .pdf file	_____	☐ Building Elevations *(7 copies)*	_____	☐ Wellhead *(if required)*	_____
☐ Site Plan *(7 copies)*	_____	☐ Shade Tree Commission Approval	_____	☐ Lot Split *(if required)*	_____
☐ Floor Plan *(7 copies)*	_____	☐ B.Z.A. Approval *(if required)*	_____		

P.U.D. Fees: $600.00 + $30.00/dwelling unit. ***Title 41 Fee: $125.00***

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

Applicant Signature _____ Date 10-3-2024

Owner Signature _____ Date 9-23-24

(For Office Use Only)

Zone: _____ Flood Plain: _____ Parcel #(s): _____

Preliminary Meeting: _____ Date: _____

City Planner: _____ Fire Chief: _____ Dir. of Eng. & PW: _____

Service-Safety Dir.: _____ Police Chief: _____ Code Director: _____

Planning Commission: _____ Date: _____ ☐ Approval ☐ Refusal

City Council *(P.U.D. only)*: _____ Date: _____ ☐ Approval ☐ Refusal

C. TIM NEWMAN
Professional Surveyor
66 Elmwood Place
Athens, Ohio 45701
740-594-188
740-591-526

Plat of Survey of 0.161 Acres the entirety of Lot 1513 of the Andrew W. Ullom's Tucker Addition (Envelope 188B). Situate Ohio Company Purchase, Town 9, Range 14, Auditor's Section 10, Outlot 14, City of Athens, Athens Township, Athens County, Ohio.
Being an existing parcel (A027130008600) deeded to: University Rentals, Official Record 613, pages 270-271.

STATE OF OHIO
Charles T. Newman
S-8043
REGISTERED SURVEYOR

Charles T. Newman
Surveyed 8/7/2024

NAD83

Basis of Bearings
NAD83 Ohio South
BFE 640.00'

- Railroad Spike Found
- Iron Pin Found #5 Rebar
- Iron Pin Found Pipe
- Iron Pin Set capped Newman
- Iron Pin Found 1-inch sqaure
- Iron Pin Found capped Highland

N485177.3
E2083637.5
670.91'

N 86°04'07" W
74.00'
EMHT Survey 1982
N485110.5
E2083582.5

University Rentals 611-1941
1517
S 86°04'07" E
140.00'
1518
1519
N 04°09'33" E
50.00'
S 04°09'33" W
50.00'
BM 637.62'
RRS Utility Pole
+520.91'
N 86°04'07" W
140.00'
0.161 ACRES
1520
1521
University Rentals 613-1666
1522
1523
Andrew W. Ullom's Tucker Addition 1904
Envelope 188B
1525
1526
1527
1528
1529
1530
1531
Elliott Street 50'
Athens Mold & Machine 384-759
1532
1533
1534
1535

34 ELLIOTT ST

National Flood Insurance Program

Elevation Certificate

and Instructions

2023 EDITION

FEMA

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE AND INSTRUCTIONS

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20742, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

PRIVACY ACT STATEMENT

Authority: Title 44 CFR § 61.7 and 61.8.
Principal Purpose(s): This information is being collected for the primary purpose of documenting compliance with National Flood Insurance Program (NFIP) floodplain management ordinances for new or substantially improved structures in designated Special Flood Hazard Areas. This form may also be used as an optional tool for a Letter of Map Amendment (LOMA), Conditional LOMA (CLOMA), Letter of Map Revision Based on Fill (LOMR-F), or Conditional LOMR-F (CLOMR-F), or for flood insurance rating purposes in any flood zone.
Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/ FEMA-003 – *National Flood Insurance Program Files System of Records Notice* 79 Fed. Reg. 28747 (May 19, 2014) and upon written request, written consent, by agreement, or as required by law.
Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may impact the flood insurance premium through the NFIP. Information will only be released as permitted by law.

PURPOSE OF THE ELEVATION CERTIFICATE

The Elevation Certificate is an important administrative tool of the NFIP. It can be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.
The Elevation Certificate is used to document floodplain management compliance for Post-Flood Insurance Rate Map (FIRM) buildings, which are buildings constructed after publication of the FIRM, located in flood Zones A1–A30, AE, AH, AO, A (with Base Flood Elevation (BFE)), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, and A99. It may also be used to provide elevation information for Pre-FIRM buildings or buildings in any flood zone.
As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.
Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request. Lowest Adjacent Grade (LAG) elevations certified by a land surveyor, engineer, or architect, as authorized by state law, will be required if the certificate is used to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request. A LOMA, CLOMA, LOMR-F, or CLOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 application package, whichever is appropriate. If the certificate will only be completed to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request, there is an option to document the certified LAG elevation on the Elevation Form included in the MT-EZ and MT-1 application.
This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the BFE. A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.
The expiration date on the form herein does not apply to certified and completed Elevation Certificates, as a completed Elevation Certificate does not expire, unless there is a physical change to the building that invalidates information in Section A Items A8 or A9, Section C, Section E, or Section H. In addition, this form is intended for the specific building referenced in Section A and is not invalidated by the transfer of building ownership.
Additional guidance can be found in FEMA Publication 467-1, *Floodplain Management Bulletin: Elevation Certificate*.

Form Instructions

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

A1. Building Owner's Name: UNIVERSITY RENTALS

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 34 ELLIOTT ST.

City: ATHENS State: OH ZIP Code: 45701

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number:
LOT 1519, OFFICIAL RECORD 613, pg. 270 TAX ID: A0271300008600

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): VACANT LOT, RESIDENTIAL

A5. Latitude/Longitude: Lat. 39.33111 Long. -82.09274 Horiz. Datum: ☐ NAD 1927 ☒ NAD 1983 ☐ WGS 84

A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).

A7. Building Diagram Number: N/A

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s): N/A sq. ft.

b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: Engineered flood openings: N/A

d) Total net open area of non-engineered flood openings in A8.c: N/A sq. in.

e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): N/A sq. ft.

f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): N/A sq. ft.

A9. For a building with an attached garage:

a) Square footage of attached garage: N/A sq. ft.

b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: N/A Engineered flood openings: N/A

d) Total net open area of non-engineered flood openings in A9.c: N/A sq. in.

e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): N/A sq. ft.

f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): N/A sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: ATHENS CITY B1.b. NFIP Community Identification Number: 390016

B2. County Name: ATHENS B3. State: OH B4. Map/Panel No.: 39009C0230 B5. Suffix: C

B6. FIRM Index Date: 12/18/2009 B7. FIRM Panel Effective/Revised Date: 12/18/2009

B8. Flood Zone(s): AE B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): 640.00 ft.
9/20/2024

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:
☒ FIS ☐ FIRM ☐ Community Determined ☐ Other: ATHENS FEMA ADM DAVID RIGGS

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation CBRS OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ☒ No

Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 34 ELLIOTT ST

City: ATHENS State: OH ZIP Code: 45701

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete. VACANT LOT

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: ODOT - CORS Vertical Datum: NAVD 88

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929 ☑ NAVD 1988 Other:

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ☐ Yes ☐ No

If Yes, describe the source of the conversion factor in the Section D Comments area.

		Check the measurement used:
a) Top of bottom floor (including basement, crawlspace, or enclosure floor):	N/A	☐ feet ☐ meters
b) Top of the next higher floor (see Instructions):	N/A	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (see Instructions):	N/A	☐ feet ☐ meters
d) Attached garage (top of slab):	N/A	☐ feet ☐ meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):	N/A	☐ feet ☐ meters
f) Lowest Adjacent Grade (LAG) next to building: ☐ Natural ☐ Finished	637.00	☑ feet ☐ meters
g) Highest Adjacent Grade (HAG) next to building: ☐ Natural ☐ Finished	637.00	☑ feet ☐ meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:	N/A	☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☑ Yes ☐ No

☐ Check here if attachments and describe in the Comments area.

Certifier's Name: CHARLES T. NEWMAN License Number: PS 8043

Title: OHIO PROFESSIONAL SURVEYOR

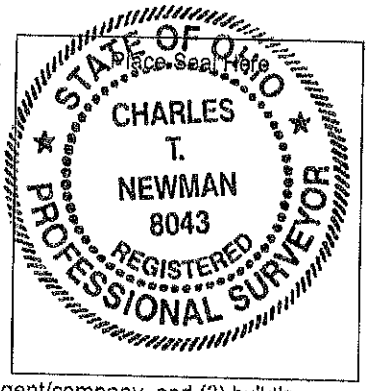
Company Name:

Address: 66 ELMWOOD PL.

City: ATHENS State: OH ZIP Code: 45701

Telephone: 740-594-1004 Ext.: Email: newmanc1@ohio.edu

Date: 8/13/2024



Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 34 ELLIOTT ST.	FOR INSURANCE COMPANY USE
City: ATHENS State: OH ZIP Code: 45701	Policy Number:
	Company NAIC Number:

SECTION E - BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: N/A Construction Drawings* Building Under Construction* ☐ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name:

Address:

City: State: ZIP Code:

Telephone: Ext.: Email:

Date:

Comments:

Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 34 ELLIOTT ST.	FOR INSURANCE COMPANY USE
City: ATHENS State: OH ZIP Code: 45701	Policy Number:
	Company NAIC Number:

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2.a. A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.

G2.b. A local official completed Section H for insurance purposes.

G3. In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.

G4. The following information (items G5–G11) is provided for community floodplain management purposes.

G5. Permit Number: _____ G6 Date Permit Issued: _____

G7. Date Certificate of Compliance/Occupancy Issued: _____

G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum: _____

G9.b Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____

G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member _____ ☐ feet ☐ meters Datum: _____

G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: _____ Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	FOR INSURANCE COMPANY USE
34 ELLIOTT ST.	Policy Number:
City: ATHENS State: OH ZIP Code: 45701	Company NAIC Number:

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). ***Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.***

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–8.** Top of bottom floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is. _____ ☐ feet ☐ meters ☐ above the LAG

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ ☐ feet ☐ meters ☐ above the LAG

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 Instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H Instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name:

Address:

City: State: ZIP Code:

Telephone: Ext.: Email:

Date:

Comments:

Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg No.) or P.O. Route and Box No.: 34 ELLIOTT ST.

City: ATHENS State: OH ZIP Code: 45701

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo One

Photo One Caption:

Clear Photo One

Photo Two

Photo Two Caption:

Clear Photo Two

Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 34 ELLIOTT ST

City: ATHENS State: OH ZIP Code: 45701

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Three

Photo Three Caption:

Clear Photo Three

Photo Four

Photo Four Caption:

Clear Photo Four

0.161 Acres
34 Elliott Street

Situate Ohio Company Purchase, Town 9, Range 14, Athens City Outlot 14,
(Auditor's Section 10), Athens Township, Athens County, City of Athens, Ohio.
Being an existing parcel deeded as Lot 1519 of the Andrew W. Ullom's Tucker Addition (Envelope 188B).
Deeded to: University Rentals, Official Record 613, pages 270-271;
Tax Parcel A027130008600;
Known as: 34 Elliott Street.

Beginning at an iron pin set at the northwest corner of said Lot 1519;
1.) Thence S86°04'07"E 140.00 feet along the north boundary of Lot 1519 and the south boundary of Lot 1517 to an iron pin set;
2.) Thence S04°09'33"W 50.00 feet along the east boundary of Lot 1519 to an iron pin set;
3.) Thence N86°04'07"W 140.00 feet along the south boundary of Lot 1519 and the north boundary of Lot 1521 to an iron pin set;
4.) Thence N04°09'33"E 50.00 feet along the east boundary of Elliott Street to the point of beginning containing a total of 0.161 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 : NAD 83 Ohio South
Survey completed by Charles T. Newman, Licensed Professional Surveyor 8043 on August 7, 2024.

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

Description Checked for
Mathematical Accuracy
Athens County
ENGINEER'S OFFICE
BY: Brandon Gibbs
DATE: 8/14/24

Legal Description Pre-Approval
APPROVED
All transfers are subject to
Athens County Conveyance Standards

AUG 14 2024

Jill Davidson
Athens County Auditor

0.161 Acres
34 Elliott Street

Situate Ohio Company Purchase, Town 9, Range 14, Athens City Outlot 14,
(Auditor's Section 10), Athens Township, Athens County, City of Athens, Ohio.
Being an existing parcel deeded as Lot 1519 of the Andrew W. Ullom's Tucker Addition (Envelope 188B).
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1.) Thence S86°04'07"E 140.00 feet along the north boundary of Lot 1519 and the south boundary of Lot 1517 to an iron pin set;
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3.) Thence N86°04'07"W 140.00 feet along the south boundary of Lot 1519 and the north boundary of Lot 1521 to an iron pin set;
4.) Thence N04°09'33"E 50.00 feet along the east boundary of Elliott Street to the point of beginning containing a total of 0.161 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 : NAD 83 Ohio South
Survey completed by Charles T. Newman, Licensed Professional Surveyor 8043 on August 7, 2024.

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

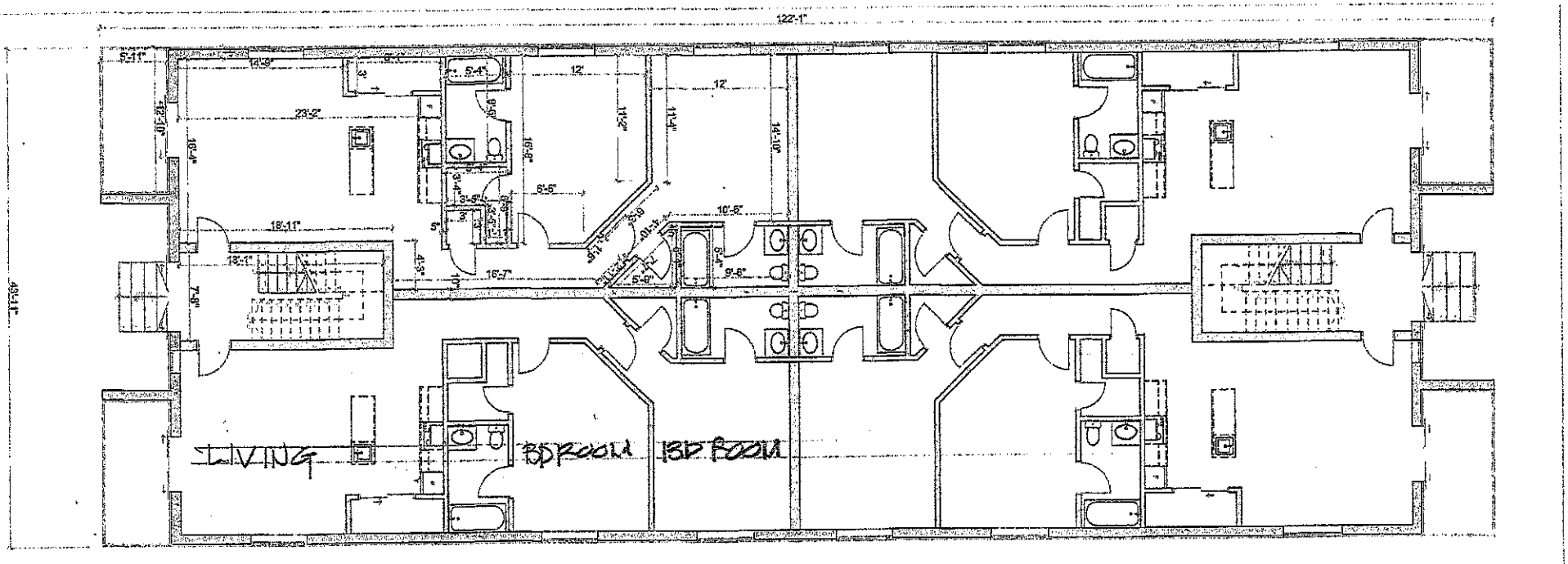
CHARLES T. NEWMAN 8043 REGISTERED SURVEYOR

Description Checked for
Mathematical Accuracy
Athens County
ENGINEER'S OFFICE
BY: [signature]
DATE: 8/14/24

Legal Description Pre-Approval
APPROVED
All transfers are subject to
Athens County Conveyance Standards

AUG 14 2024

Jill Davidson
Athens County Auditor



PRELIMINARY FLOOR - 24-2 BEDROOM APT. 3 STORY

APPLICATION for TITLE 41 / P.U.D.

☒ Title 41 ☐ P.U.D.

CITY OF ATHENS, OHIO

ATHENS CITY CODE TITLE 41/21

(For Office Use Only)

Permit # T4/24-00003

Date Rec'd 10-3-24

Applicant RICHARD SHULTZ Phone 740-707-8069

Address 41228 Gibson Ridge Rd., Albany Ohio 45710

Property Owner *(if other than applicant)* UNIVERSITY RENTALS Phone 740-517-5471 DAN DELUCA

Address 8 No. Court St. ATHENS, OHIO 45710

E-mail (Optional): rjSHULTZ@rjSHULTZARCHITECT.COM

PROJECT INFO

Project Name: 3 BEDROOM APARTMENTS - DEPOT STREET

Project Address/Location: 52 DEPOT St.

Current Property Use: VACANT Proposed Property Use: RENTAL APARTMENTS

Number of Proposed Buildings: ONE Proposed Square Footage: 3,240

Estimated Cost of Project: $648,000

Other Items Required (if applicable):

☐ .pdf file _____ ☐ Building Elevations *(7 copies)* _____ ☐ Wellhead *(if required)* _____

☐ Site Plan *(7 copies)* _____ ☐ Shade Tree Commission Approval _____ ☐ Lot Split *(if required)* _____

☐ Floor Plan *(7 copies)* _____ ☐ B.Z.A. Approval *(if required)* _____

P.U.D. Fees: $600.00 + $30.00/dwelling unit. ***Title 41 Fee: $125.00***

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

Applicant Signature _____ Date 10/3/2024

Owner Signature _____ Date 9-23-24

(For Office Use Only)

Zone: _____ Flood Plain: _____ Parcel #(s): _____

Preliminary Meeting: _____ Date: _____

City Planner: _____ Fire Chief: _____ Dir. of Eng. & PW: _____

Service-Safety Dir.: _____ Police Chief: _____ Code Director: _____

Planning Commission: _____ Date: _____ ☐ Approval ☐ Refusal

City Council *(P.U.D. only)*: _____ Date: _____ ☐ Approval ☐ Refusal

Office of Code Enforcement and Community Development
28 Curran Drive
Athens, OH 45701
(740)592-3306
(740)594-6304 Fax
http://www.ci.athens.oh.us

City of Athens

April 22, 2021

RESOLUTION

Case Number 21-03V

Board of Zoning Appeals

Athens, Ohio

The Board of Zoning Appeals has determined in the referenced case in accordance with the following resolution:

After due consideration of all particular evidence presented at a meeting on April 13, 2021 and in accordance with specific findings of fact, standards and conditions, the Board of Zoning Appeals finds that all requirements outlined in Athens City Code Section 23.03.10 **have been met** by the appellant.

Therefore, by a vote of 5-0, the Board has approved to grant the property at 52 Depot Street a variance from ACC 23.10.01 (Table A Bulk-Controls) to allow a minimum lot width of forty (40) feet, where sixty (60) feet is required; to allow a rear set back of nineteen (19) feet, where forty (40) feet is required; to allow lot coverage of seventy one (71) percent, where sixty (60) percent is the maximum allowed for new construction of four (4), two (2) bedroom apartments with eight (8) parking spaces.

BOARD OF ZONING APPEALS

John Golzy, Chairperson

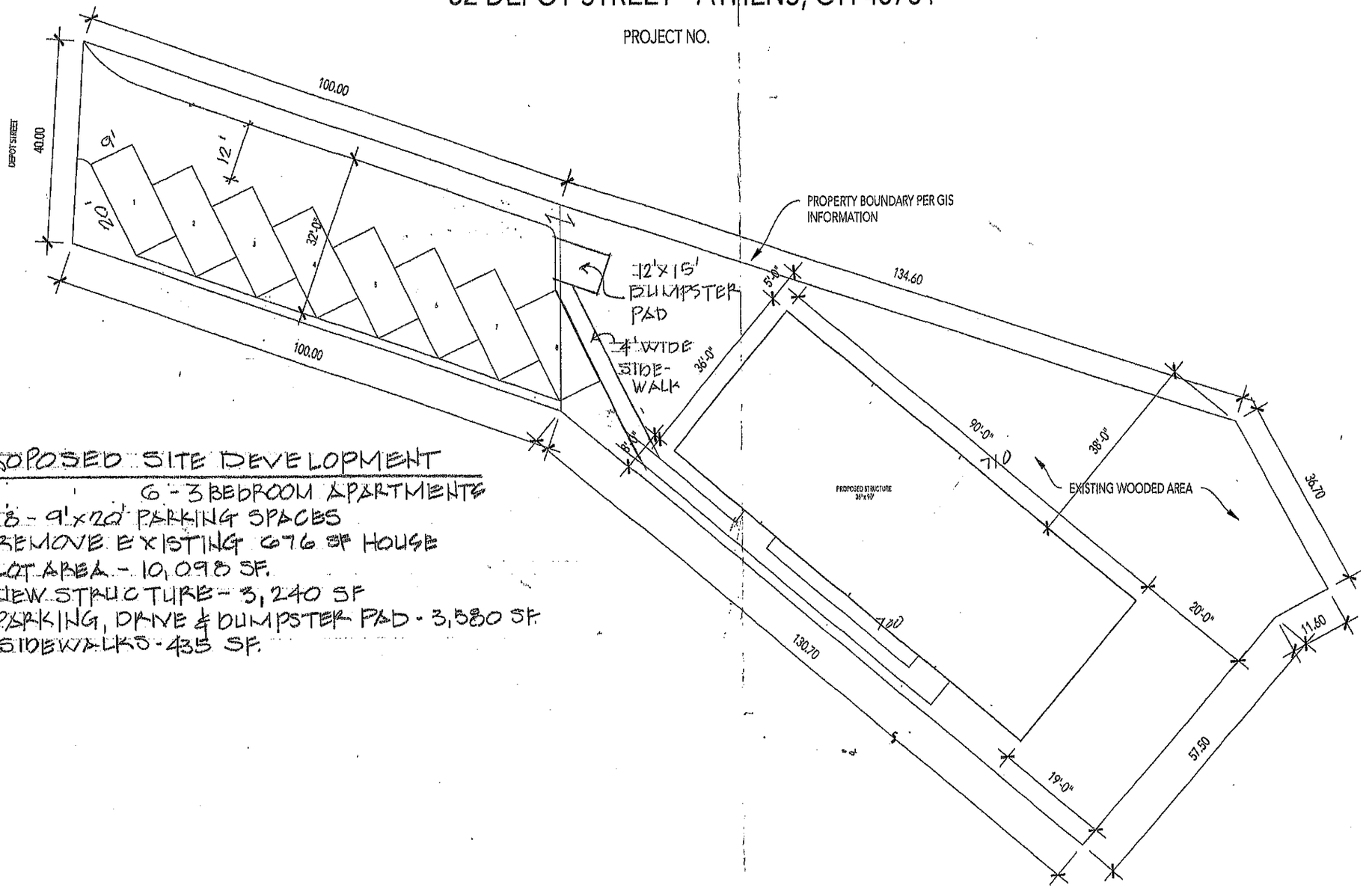
NOTE: This is only valid for a period of one (1) year from the date of this resolution. You will need to reapply with the Office of Code Enforcement for permits that may be approved in accordance with this resolution. Application(s) are attached for your convenience.

FORM BZA-7

UNIVERSITY RENTALS

52 DEPOT STREET - ATHENS, OH 45701

PROJECT NO.



PROPOSED SITE DEVELOPMENT

6 - 3 BEDROOM APARTMENTS
8 - 9'x20' PARKING SPACES
REMOVE EXISTING 676 SF HOUSE
LOT AREA - 10,098 SF.
NEW STRUCTURE - 3,240 SF
PARKING, DRIVE & DUMPSTER PAD - 3,580 SF
SIDEWALKS - 435 SF.

1 / A1 SITE PLAN
1" = 10'

STATE OF OHIO
RICHARD J. SHULTZ
8969
REGISTERED ARCHITECT

RJ SHULTZ
ARCHITECTURE & PLANNING

R.J. SHULTZ
ARCHITECT
41288 GIBSON RIDGE RD.
ALBANY, OH 45701
740-707-8069

MITCH FOGLE
CAD DRAFTSMAN
801 POLARIS PKWY APT. 228
COLUMBUS, OH 43240
419-310-9919

DRAWN BY:	RJS, MTF
CHECKED BY:	RJS
DATE:	3.7.21

REVISIONS
10. 3. 2024

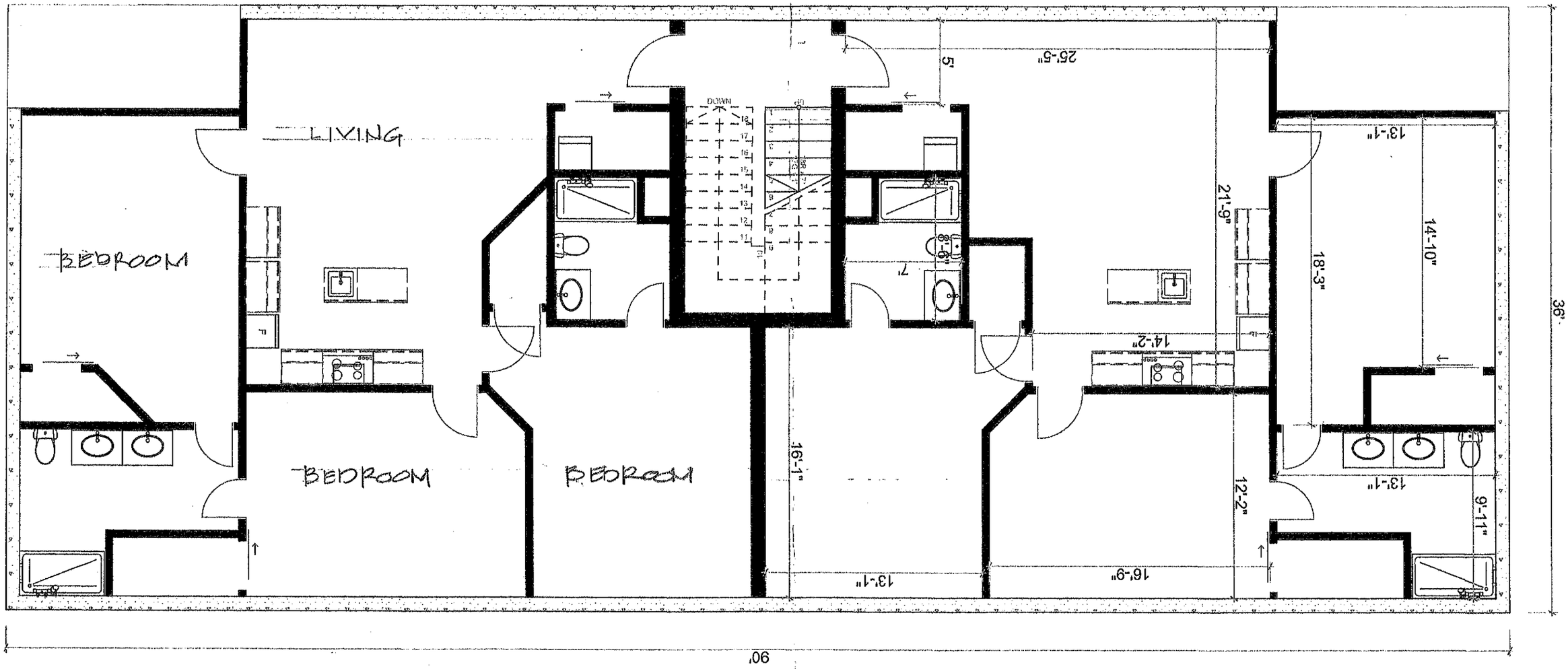
DATE	REVISION
3.7.21	INITIAL DRAWINGS

UNIVERSITY RENTALS
52 DEPOT STREET - ATHENS, OH 45701
SITE PLAN

HARD COPY IS INTENDED TO BE 24"x36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZE.

PROJECT NO.
#########

A1 (1/1)



PRELIMINARY FLOOR PLAN - 3 STORY

APPLICATION for ZONE CHANGE

CITY OF ATHENS, OHIO
ATHENS CITY CODE TITLE 23.09

(For Office Use Only)
Permit # ZC24-000003
Date Rec'd 10/23/24

Applications must contain all of the following information. An incomplete application will not be processed.
$100.00 Letter of Zone Change (single parcel) / $200 Map Zone Change (multiple parcels)

	Parcel ID(s):	Present Use:	Present Zone:	Proposed Use:	Proposed Zone:
1.	A029200002801	Vacant Land	R-1	Multifamily Residential	R-3
2.					
3.					
4.					

(attach additional parcels list to application as needed)

Applicant Spire Development, Inc. c/o Sean McMickle Phone # to call when processed 614-350-0391

Address 330 W Spring Street, Suite 430, Columbus, OH 43215

Property Owner *(if other than applicant)* Kennedy Joann D. Trustee c/o Craig Kennedy Phone 440-773-0922

Address 7600 Yorktown Lane, Middleburg Heights, Ohio 44130

Property Owners contiguous to/across street from subject parcel:

	Name:	Address:
1.	Please see attached list	
2.		
3.		
4.		

(attach additional properties list to application as needed)

Existing deed restrictions/encumbrances on subject property:

Reason(s) for proposed amendment change: To permit multifamily residential development.

Describe how this proposed change relates to comprehensive plan: The proposed zoning will fulfill an identified goal within the South Side (Mechanicsburg) neighborhood plan of the 2040 comprehensive plan; specifically: to rezone large tracts between Blackburn Road and Richland Avenue to R3.

Owner/Agent Signature: Sean McMickle Date: 10/23/24

Property Owners contiguous to/across from subject parcel

1. Floor and Moore Properties LLC – 9 Pomeroy Road
2. Prokos Demetrios – 544 Richland Avenue
3. Pittman Kathy L – 19 Pomeroy Road
4. Brooks Crysal E – 21 Pomeroy Road
5. McCauley Steven Eric – 25 Pomeroy Road
6. Renzelli Andrea N – 27 Pomeroy Road
7. Westfall Craig L – 29 Pomeroy Road

For Official Use Only

1. Code Enforcement Admin:

   Comments:_____

   Signature_____ Date: 10-25-24

   Supporting Documents ☐ Attached ☐ Fee Paid Amount $ _____

2. Code Directors Review: ☐ Approve ☐ Refused ☐ Missing Documentation

   Comments:_____

   Signature: _____ Date: _____

3. Athens City Planner: ☐ Approved ☐ Refused ☐ Missing Documentation

   Comments:_____

   Signature: _____ Date: _____

4. Service Safety Director: ☐ Approved ☐ Refused ☐ Missing Documentation

   Comments:_____

   Signature: _____ Date: _____

5. Planning commission: ☐ Approved ☐ Refused

   Comments:_____

   Signature_____ Date:_____

6. City Council President: ☐ Approved ☐ Refused

   Comments:_____

   Signature_____ Date:_____

CONTRACT FOR PURCHASE OF REAL ESTATE

Spire Development, Inc. (the "Purchaser"), with an address of 330 W Spring Street, Suite 430, Columbus, Ohio 43215, hereby agrees to purchase from **Kennedy Joann D Trustee** (the "Seller"), with a mailing address of **7600 Yorktown Lane, Middleburg Heights, Ohio 44130** that certain real estate owned by Seller, located generally near **0 Pomeroy Road, Athens, Athens County, Ohio**, and identified as Parcel/Tax ID number(s) **A029200002900, A029200002801, A0291700004500, A029200003000** consisting of **28.592** +/- acres and generally described and/or depicted on EXHIBIT A attached hereto and incorporated herein, together with all buildings, improvements, and tangible personal property located thereon, all rights, privileges and appurtenances thereto, and Seller's interest in and to any and all leases and rents (collectively referred to as the "Real Estate") subject to and upon the following terms and conditions (the "Contract"):

1. Purchase Price. The purchase price (the "Purchase Price") for the Real Estate, subject to all adjustments and credits hereinafter provided, shall be [redacted] The Purchase Price, less all Earnest Money (as hereinafter defined), shall be paid by wire transfer of readily available funds at Closing.

2. Earnest Money Deposit. Within ten (10) business days after date that this Contract is executed by both Purchaser and Seller (the "Acceptance Date"), Purchaser shall deposit with a Title Company designated by Purchaser (the "Title Company"), [redacted] as an earnest money deposit (the "Earnest Money"). All Earnest Money shall at all times be applicable to the purchase price for the duration of this Contract. The Earnest Money shall be refundable to the Purchaser throughout the Inspection Period, at any time if Seller breaches or defaults hereunder or as otherwise set forth in this Contract.

3. Closing Date. Subject to all other terms and conditions set forth in this Contract, the transaction shall schedule to close in the office of the Title Company or such other place as the parties may mutually agree upon in writing, on or before the forty fifth (45th) day after the expiration of the Inspection Period. The exact date of closing (the "Closing Date") shall be determined by a written notice from Purchaser to Seller at least seven (7) days prior to the closing.

4. Closing Documents. At Closing, Seller shall deliver: (a) a fully executed General Warranty Deed conveying to Purchaser marketable fee simple title to the Real Estate free of any and all liens, encumbrances, easements, restrictions, covenants or other title defects that unreasonably interfere with the Intended Use (as defined below), except the lien of non-delinquent Real Estate taxes, and other matters, if any, disclosed in the Title Commitment (as hereinafter defined) and approved by Purchaser as provided in Section 8.2; (b) a Seller's Affidavit in form and substance satisfactory to Purchaser and the Title Company; (c) a non-foreign person affidavit in form and substance satisfactory to Purchaser and the Title Company; and (d) all other documents and/or funds, if any, required by Purchaser.

5. Date of Possession. Possession of the Real Estate shall be delivered to Purchaser on the Closing Date, free and clear of all rights and claims of any other party to the possession, use or control of the Real Estate.

6. Taxes and Assessment; Closing Costs. Purchaser assumes and agrees to pay all assessments for governmental and private improvements becoming a lien after the Closing Date and its pro rata portion of the real estate taxes assessed for the calendar year in which closing occurs (based upon the number of days remaining in such calendar year after the Closing Date). Seller shall pay all assessments for governmental and private improvements not assumed by Purchaser and both installments of real estate taxes payable during the prior calendar year which remain unpaid and its pro rata portion of the real estate taxes assessed for the calendar year in which closing occurs (based upon the number of days in such calendar year prior to and including the Closing Date). The present tax rate and assessed values shall be

used for the purposes of the pro-rations under this Section if the applicable tax rate and assessed values have not been set. Notwithstanding the foregoing, Seller is responsible for the payment of any and all current agricultural use valuation recoupment charges and/or deferred real estate taxes. Purchaser will pay the premium for the Title Policy in the amount of the Purchase Price and any fees in connection with preparation of the sale documents. Seller to pay for the Deed preparation. Purchaser will pay all costs associated with recording the Deed and financing documents (if any). The Earnest Money shall be credited against the Purchase Price at closing. Purchaser and Seller shall each pay their own attorney fees related to the closing of the transaction.

7. Intended Use. Purchaser's intended use of the Real Estate shall be a multi-family rental housing development, or as determined by Purchaser in its sole and reasonable discretion (the "Intended Use").

8. Conditions of Performance. Purchaser's obligations under this Contract are subject to the timely and complete satisfaction, in Purchaser's sole discretion, of the following conditions, unless waived in writing by Purchaser:

8.1 Survey. Purchaser, at its cost and expense, shall order a current survey of the Real Estate (the "Survey"), by a registered land surveyor designated by Purchaser. Seller shall provide to Purchaser, to the extent that they are in Seller's possession, any surveys and reports on the physical and environmental aspects of the Real Estate. The Survey shall be in form and substance acceptable to Purchaser in its sole discretion.

8.2 Title Insurance. Purchaser, at its cost and expense shall procure (a) a title insurance commitment for the Real Estate issued by the Title Company, in which commitment the Title Company shall agree to (i) insure for the full amount of the Purchase Price marketable fee simple title to the Real Estate in the name of Purchaser, free of all exceptions unless (including, without limitation, the standard exceptions), except only the lien of non-delinquent real estate taxes and assessments and such other matters that Purchaser may approve as hereinafter provided, and (ii) issue such endorsements as Purchaser may reasonably request (the "Title Commitment"); and (b) copies of all documents and matters disclosed or referred to in the Title Commitment (the "Title Documents"). If any exception in the Title Commitment is unacceptable to Purchaser, Purchaser shall notify Seller in writing and Seller shall then have 30 days to cure such unacceptable exception. If Seller fails to cure such exception with such 30-day period and provide evidence to Purchaser of such cure, then Purchaser shall have the right but not the obligation to terminate this Contract by written notice to the Seller and the Earnest Deposits shall be returned to Purchaser. Purchaser, at its cost and expense, shall obtain an owner's policy of title insurance issued by the Title Company, in the full amount of the Purchase Price and in conformity with the marked Title Commitment. Purchaser shall pay the cost of any mortgage title insurance.

8.3 Condition of Real Estate/Inspection Period. Purchaser, at its sole cost and expense shall have an inspection period, which shall commence upon the Acceptance Date of this Agreement. The Inspection Period shall expire on **July 31, 2025** (the "Inspection Period"). Purchaser shall have determined, in its sole discretion, during the Inspection Period that: (a) the Real Estate (i) does not contain any subterranean, karst, or other defects or conditions which impair or adversely affect Purchaser's Intended Use or development of the Real Estate or require extraordinary or unusually costly development techniques or measures, and (ii) is in all other respects suitable and feasible for and will support and permit Purchaser's Intended Use and development; (b) the obtaining of all financing, tax credits, subdivision, platting, zoning, variances, vacations, releases, authorizations, engineering approvals, permits and approvals and incentives, public and private, necessary for Purchaser's Intended Use and development ("Governmental Approvals"), are satisfactory to Purchaser; (c) the Real Estate is free and clear of any and all asbestos, toxic or hazardous material or contaminant and/or the threat of contamination thereby; (d) all utilities necessary or appropriate

for Purchaser's Intended Use and development of the Real Estate are available at the property lines in sufficient quantities, pressures and/or capacities for Purchaser's Intended Use and development, without hookup, tap in or other charges excepting only charges normally incurred and charged by the applicable public utilities; and (e) it is satisfied in all respects, and in Purchaser's sole discretion, with the Real Estate and the feasibility of its development. In the event Purchaser fails to give Seller written notice of its disapproval of the condition of the Real Estate prior to the expiration of the Inspection Period, Purchaser shall be deemed to have approved the condition of the Real Estate. Seller authorizes Purchaser to file for and obtain such Governmental Approvals and agrees to execute such applications, petitions, easements, covenants, agreements and instruments as in Purchaser's judgment may be necessary or appropriate to file for and obtain such Governmental Approvals and the parties agree that the closing of the transaction contemplated in this Contract is expressly contingent upon Purchaser's ability to receive the Governmental Approvals in final non-appealable form.

8.4 Project Milestones. Purchaser must provide evidence of completion of the following milestones on or before the associated date listed below. Failure to comply with these milestones will render this Contract null and void, and neither party shall have any further rights, obligations, or liabilities hereunder.

- Purchaser must apply to the City of Athens to rezone the Real Estate to a zoning designation that will permit the Intended Use, and provide evidence of rezoning application to Seller, no later than December 1st, 2024.
- Purchaser must apply for IRS Section 42 tax credits from the Ohio Housing Finance Agency and provide evidence of application submission to Seller no later than March 15th, 2024.
- Purchaser must receive an award of IRS Section 42 tax credits no later than June 30th, 2024. Purchaser must notify Seller within ten business days of receiving a Reservation of IRS Section 42 tax credits from the Ohio Housing Finance Agency.

8.5 Inspection Period Extensions. Purchaser may extend the Inspection Period until July 31, 2026, by depositing [redacted] in additional earnest money for the extension. In order to secure the extension, Purchaser would need to deposit an additional [redacted] in earnest money (the "Additional Earnest Money") on or before the expiration of the initial Inspection Period. The Additional Earnest Money shall be refundable to the Purchaser throughout the extended Inspection Period, at any time if Seller breaches or defaults hereunder or as otherwise set forth in this Contract.

8.6 Litigation and Representation. As of the Closing Date, no action or proceeding before a court or other governmental agency or officer shall be pending (and to the best of either Seller's or Purchaser's knowledge, no such action or proceeding shall be threatened) that might impair the value of the Real Estate or prevent Purchaser from undertaking and completing Purchaser's Intended Use and development of the Real Estate. As of the Closing Date, the representation and warranties set forth in Section 10 shall be true and accurate.

8.7 Contingency. This agreement is contingent upon the Purchaser receiving a reservation of IRS Section 42 tax credits from the Ohio Housing Finance Agency (the "Contingency"). If the Contingency is not satisfied or waived by Purchaser, then the Purchaser shall have the sole and absolute right to terminate this Agreement by written notice to Seller. If Purchaser terminates this Agreement pursuant to this Section 8.7, the Earnest Money shall be refunded to the Purchaser, and neither party shall have any further rights, obligations, or liabilities hereunder. Purchaser agrees to notify Seller within ten business days of receiving a reservation of IRS Section 42 tax credits from the Ohio Housing Finance Agency.

9. Nonperformance. In the event that one or more of the conditions set forth in Section 8 are not timely and completely satisfied, Purchaser, at its sole discretion, may grant additional time to Seller to remedy any defect or may cancel this Contract and all of its obligations hereunder by written notice to Seller, in which event (without limiting Purchaser's other rights or remedies for any breach of this Contract by Seller) all Earnest Money deposited to date, shall be immediately refunded to Purchaser. If pursuant to any provision of this Contract the Purchaser elects to grant Seller additional time to remedy a defect or meet a condition of the Contract, all time limits affecting the Purchaser shall be extended by the amount of time given the Seller.

10. Representations and Warranties. Seller hereby represents and warrants to and covenants and agrees with Purchaser (and shall be deemed to represent and warrant and covenant and agree on the Closing Date) that (a) there is no condemnation or similar proceeding which is pending or threatened against the Real Estate or any part thereof; (b) Seller has not received any notification from any governmental agency, authority or instrumentality of any pending or threatened assessments on or against the Real Estate for the cost of public improvements to be made with respect to the Real Estate or any part thereof; (c) after the Acceptance Date, Seller will not enter into any lease or other agreement affecting the Real Estate or the possession, use or control thereof or terminate, modify or amend any existing lease or other agreement without first obtaining the written consent of Purchaser; (d) after the Acceptance Date, Seller will not create, permit or suffer any lien or other encumbrance to attach to or affect the Real Estate and improvements thereon, if any, except for the lien of non-delinquent real estate taxes; (e) there are no underground fuel, chemical or other storage tanks or associated equipment located in the Real Estate, or the Real Estate has not been used for the treatment, storage or disposal of or otherwise contaminated by any hazardous or special wastes, substances, materials, constituents, pollutants or contaminates (as defined by federal, state or local laws, statutes, ordinances, rules or regulations); (f) Seller has fee simple, marketable, indefeasible and insurable right and title to the Real Estate; (g) Seller has no knowledge of the existence of karst terrain on the Real Estate; (h) to the best of Seller's knowledge, there has been no release nor is there currently any threatened release of any hazardous, special or other wastes, substances, materials, constituents, pollutants or contaminants (as defined by federal, state or local laws, statutes, ordinances, rules or regulations) on the Real Estate; (i) to the extent there are contracts or agreements affecting the Real Estate (including, for example, management or service agreements), Seller will: (i) cancel before closing all such contracts and agreements; (ii) pay all amounts due under, and settle all accounts with respect to, any such contracts and agreements; and (iii) deliver to Purchaser at closing evidence that any such contracts and agreements have been canceled and all such amounts and accounts have been paid and settled; (i) to the extent Seller is an entity, it is duly organized, validly existing and in good standing in its jurisdiction or organization; and (j) that this Contract has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

11. Damage and Condemnation. If at any time after the Acceptance Date (a) the Real Estate shall be condemned, damaged or destroyed, in whole or in part; or (b) any notice of condemnation shall be given, then Purchaser, at its sole option, may cancel the Contract or proceed with closing. If Purchaser elects to proceed with closing, then Purchaser may (a) apply the proceeds of any condemnation award or insurance policy to reduce the Purchase Price; or (b) accept an assignment of such proceeds. If Purchaser elects to cancel this Contract, as provided in this paragraph, all Earnest Money deposited shall be immediately refunded to Purchaser. Seller shall bear all risk of loss of any nature whatsoever to the Real Estate until closing.

12. Inspection. Purchaser, its employees, agents and independent contractors shall have the right to enter upon the Real Estate and conduct all tests and examinations which Purchaser deems necessary at its sole cost and expense. Purchaser indemnifies Seller from any damages occasioned thereby. Purchaser shall restore Real Estate to the existing condition before said tests or examinations were conducted.

13. Notices. All notices, demands, instructions or requests to be given to either party hereunder shall be in writing and sent by: (a) facsimile transmission; (b) overnight delivery service; (c) personal delivery; or (c) registered or certified U.S. Mail, return receipt requested; and addressed to the first address above written. Any notice that is actually received shall be effective regardless of the manner in which it was sent or delivered.

14.1 Default by Seller. Seller agrees that money damages are not an adequate remedy for breach of this Contract by Seller, and, in addition to any other remedies available to Purchaser in the event of a breach by Seller, Purchaser shall be entitled to: (a) the remedy of specific performance to enforce the terms hereof; and/or (b) cancel this Contract and all of its obligations hereunder by written notice to Seller, in either of which events the Earnest Money shall be refunded immediately to Purchaser. In the event of any such breach, Purchaser shall be entitled to recover, in addition to all other remedies and damages, reasonable attorneys' fees and court costs incurred.

14.2 Default by Purchaser. In the event of a breach of this Contract by Purchaser, Seller may, as its sole remedy hereunder, rescind this Contract and retain the Earnest Money as liquidated damages.

15. Assignment/ Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of both Purchaser and Seller. This Contract may not be assigned by Seller. Purchaser may assign this agreement without Seller consent.

16. Survival and Indemnity. All representations and warranties set forth in this Contract, shall survive the closing, and for a period of one (1) year after the Closing Date, Seller and Purchaser shall each indemnify and hold the other harmless from and against all costs and damages (including attorneys' fees and court costs) incurred as a result of any breach of any representation or warranty by Seller or Purchaser, respectively.

17. General. The terms and provisions of this Contract shall be governed and construed in accordance with the laws of the State of Ohio. The captions and section numbers shall not be considered in any way to affect the interpretation of this Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and personal representatives. This Contract is the final expression of the complete and exclusive agreement between Seller and Purchaser and supersedes all prior offers, negotiations and discussions. The term Contract, as used herein means the contract arising between the parties on the terms of this Offer after acceptance by Seller. This Contract may be executed in 2 or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same contract.

18. Authority. Except as expressly provided otherwise herein, each undersigned person signing on behalf of any party that is a corporation, partnership or other entity certifies that (a) he is fully empowered and duly authorized by any and all necessary action or consent required under any applicable articles of incorporation, by-laws, partnership agreement or other agreement to execute and deliver this Contract for and on behalf of said party; (b) that said party has full capacity, power and authority to enter into and carry out its obligations under this Contract; and (c) that this Contract has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

19. Attorneys' Fees. Either party to this Contract who is the prevailing party in any legal or equitable proceeding against any other party to this Contract brought under or with relation to the Contract or the transaction contemplated hereby shall, in addition to any other remedy at law or provided for herein, be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

20. Duration of Offer. This Offer shall expire if written acceptance endorsed herein is not delivered to Purchaser on or before **5:00 PM, October 4, 2024**.

21. Real Estate Brokerage Representation. Purchaser and Seller both represent and warrant to one another that no real estate brokers or agents have been used or consulted in connection with the purchase and sale of the Real Estate. Any fees, real estate commissions, costs and/or expenses due to Seller's real estate brokers or agents will be paid exclusively by Seller. Each party covenants and agrees to defend, indemnify and save the other harmless from any actions, damages, fees, real estate commissions, costs and/or expenses (including reasonable attorneys' fees) relating to a breach or alleged breach of the foregoing representation and warranty.

This Offer to Purchase Real Estate is hereby executed this 4th day of October 2024 as to Purchaser.

PURCHASER:

Spire Development, Inc.

By: _____

Printed Name: Scott Harrold

Title: Executive Vice President and COO

ACCEPTANCE OF OFFER

Seller hereby accepts the foregoing Offer to Purchase Real Estate on this 3 day of October 2024.

SELLER: Kennedy Joann D Trustee

_____

By: Craig D. Kennedy

10/3/2024

Its: Investment Trustee

DocuSigned by:
Kevin Kennedy
C7516A4315274EB...

By: Kevin O. Kennedy

10/3/2024 | 1:35 PM EDT

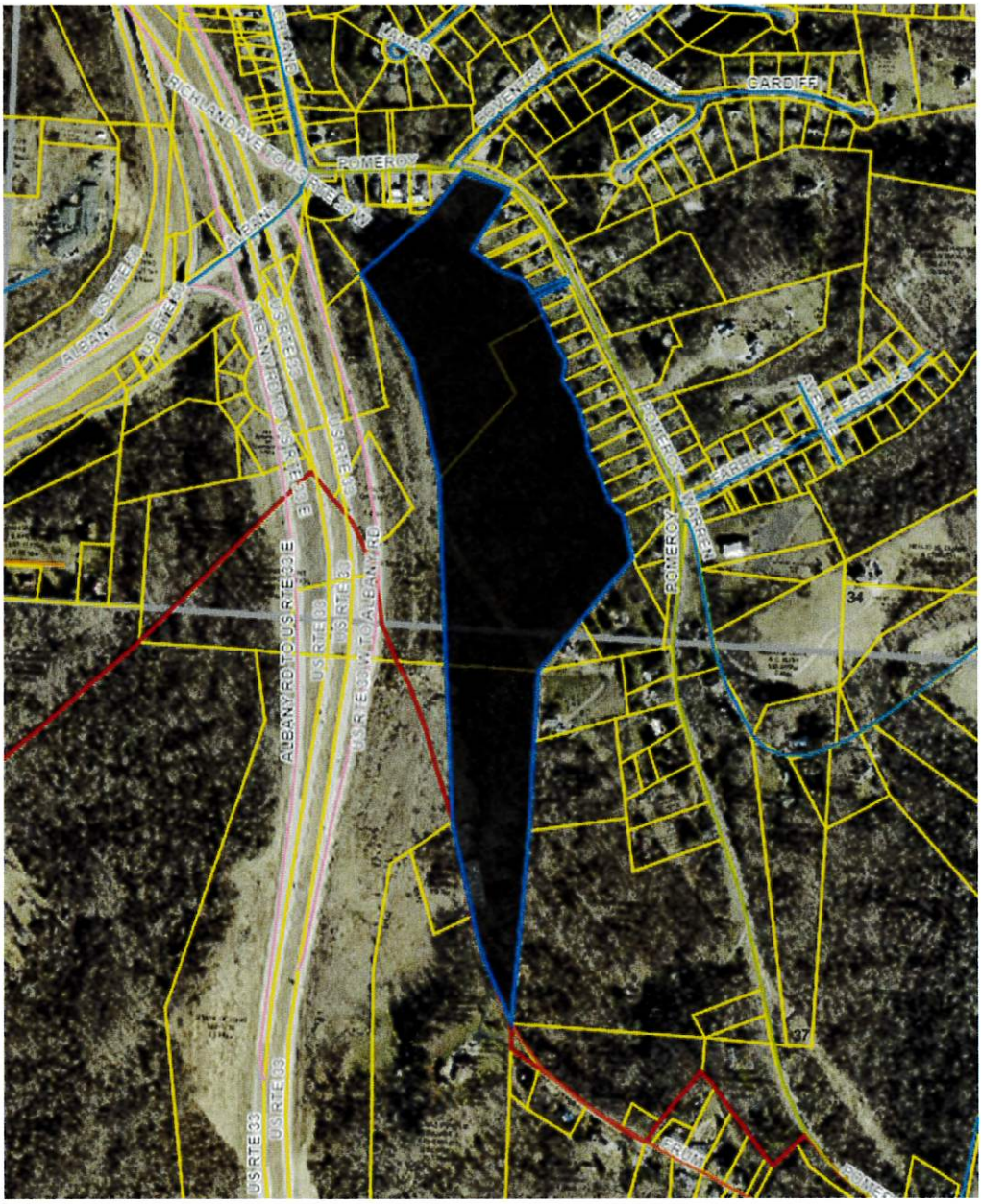
Its: Trustee

EXHIBIT A

Parcel/Tax ID number(s):

A029200002900, A029200002801, A0291700004500, A029200003000

+/- 28.592 acres



A029200002801

10/23/2024

Jill A. Davidson
County Auditor
Athens County, Ohio
www.athenscountyauditor.org

Parcel	Address
A029200002801	0 POMEROY RD
(100) A - AGRICULTURAL VACA...	ATHENS CSD
Owner	Appraised
KENNEDY JOANN D TRUSTEE	$18,200.00
SOLD: 3/4/2013 $0.00	ACRES: 8.273

Levies

2024 General Election on 11/5/2024 Ballot Entries

This levy information is specific to this particular property only. These cost estimates should be considered neither an endorsement nor an opposition to any particular proposed tax levy. Hopefully this information will prove beneficial and help you make an informed decision come Election Day.

Please note: 2023 property values were used for these calculations.

Jurisdiction	Use	Years	Millage	Type	Description	Current	Proposed	Change
ATHENS COUNTY PUBLIC LIBRARY	CURRENT EXPENSES OF THE LIBRARY	5	1.5	REPLACEMENT AND INCREASE	TAX LEVY FOR A PUBLIC LIBRARY OF, OR SUPPORTED BY, THE SUBDIVISION	$5.95	$9.56	$3.61
ATHENS COUNTY	TUBERCULOSIS CLINIC	5	0.3	RENEWAL	TAX LEVY TO SUPPORT TUBERCULOSIS TREATMENT OR CLINICS	$0.46	$0.46	$0.00
ATHENS COUNTY	EMERGENCY MEDICAL SERVICES	5	0.5	RENEWAL	TAX LEVY FOR AMBULANCE SERVICE, EMERGENCY MEDICAL SERVICES, OR BOTH	$2.22	$2.22	$0.00
ATHENS COUNTY	SENIOR CITIZENS SERVICES AND FACILITIES	5	0.25	RENEWAL	TAX LEVY TO PROVIDE OR MAINTAIN SENIOR CITIZENS SERVICES OR FACILITIES	$1.11	$1.11	$0.00
ATHENS COUNTY	CHILDREN SERVICES	5	3	RENEWAL	TAX LEVY FOR SUPPORT OF CHILDREN'S SERVICES AND THE CARE AND PLACEMENT OF CHILDREN	$10.92	$10.92	$0.00

Location

Parcel	A029200002801
Owner	KENNEDY JOANN D TRUSTEE
Address	0 POMEROY RD
City / Township	ATHENS TWP
School District	ATHENS CSD

Deeded Owner Address

Mailing Name	KENNEDY JOANN D TRUSTEE
Mailing Address	7600 YORKTOWN LN
City, State, Zip	MIDDLEBURG HTS OH 44130

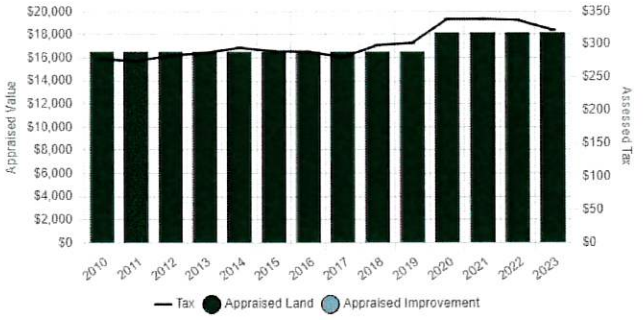
Tax Payer Address

Mailing Name	KENNEDY JOANN D TRUSTEE
Mailing Address	12761 DORIA CT
City, State, Zip	STRONGSVILLE OH 44149

Valuation

	Appraised (100%)			Assessed (35%)		
Year	**Land**	**Improvements**	**Total**	**Land**	**Improvements**	**Total**
2023	$18,200.00	$0.00	$18,200.00	$6,370.00	$0.00	$6,370.00
2022	$18,200.00	$0.00	$18,200.00	$6,370.00	$0.00	$6,370.00
2021	$18,200.00	$0.00	$18,200.00	$6,370.00	$0.00	$6,370.00
2020	$18,200.00	$0.00	$18,200.00	$6,370.00	$0.00	$6,370.00
2019	$16,550.00	$0.00	$16,550.00	$5,790.00	$0.00	$5,790.00
2018	$16,550.00	$0.00	$16,550.00	$5,790.00	$0.00	$5,790.00

Historic Appraised (100%) Values



Legal

Legal Acres	8.273	Homestead Reduction	NO
Legal Description	14-09-00 SEC 8 FRA 37 8.273AC (Not to be used on legal documents)	Owner Occupied Reduction	NO
Land Use	(100) A - AGRICULTURAL VACANT LAND	Neighborhood	00032000
Section		Town	
Range		Appraisal ID	
Card Count	0	Annual Tax	$0.00

Owners

Name	**Ownership**
KENNEDY JOANN D TRUSTEE	100%

Residential

No Residential Records Found.

Permits

No Permit Records Found.

Agricultural

No Agricultural Records Found.

Commercial

No Commercial Records Found.

Improvements

No Improvement Records Found.

Sales

Date	Buyer	Seller	Conveyance Number (Book / Page)	Deed Type	Valid	Parcels In Sale	Amount
3/4/2013	KENNEDY JOANN D TRUSTEE	KENNEDY RONALD J	EX (482 / 610)	CT - CERTIFICATE OF TITLE	4 - RELATED INDIVIDUALS OR CORPORATIONS	4	$0.00

Land

Land Type	Land Code	Frontage	Depth	Acres	Square Foot	Value
ACREAGE	WOODLAND	0	0	8.273	360,372.00	$18,200.00
Totals				8.273	360,372	$18,200.00

Tax

2023 Payable 2024

	Delinquent	First Half	Second Half	Total
Gross Tax	$0.00	$290.14	$290.14	$580.28
Reduction		-$115.12	-$115.12	-$230.24
Effective Tax	$0.00	$175.02	$175.02	$350.04
Non-Business Credit		-$13.96	-$13.96	-$27.92

Owner Occupancy Credit		$0.00	$0.00	$0.00
Homestead Reduction		$0.00	$0.00	$0.00
Net General	$0.00	$161.06	$161.06	$322.12
Special Assessments		$0.00	$0.00	$0.00
CAUV Recoupment		$0.00	$0.00	$0.00
Penalty And Adjustments	$0.00	$0.00	$0.00	$0.00
Taxes Billed	$0.00	$161.06	$161.06	$322.12
Payments Made	$0.00	-$161.06	-$161.06	-$322.12
Taxes Due	$0.00	$0.00	$0.00	$0.00

Yearly Tax Value Summary

Year	Effective Tax	Net General	Taxes Billed
2023	$350.04	$322.12	$322.12
2022	$366.36	$337.08	$337.08
2021	$368.00	$338.56	$338.56
2020	$367.58	$338.18	$338.18
2019	$331.06	$302.60	$302.60
2018	$327.52	$298.76	$298.76
2017	$309.52	$280.84	$280.84
2016	$318.66	$289.02	$289.02
2015	$319.94	$290.16	$290.16
2014	$326.36	$295.36	$295.36
2013	$319.18	$287.26	$287.26
2012	$314.42	$282.98	$282.98
2011	$305.40	$274.86	$274.86
2010	$308.76	$277.88	$277.88
2009	$304.56	$274.10	$274.10

Year	Effective Tax	Net General	Taxes Billed
2008	$302.08	$271.86	$271.86

Tax Payments

Payment Date	Amount
3/19/2024	$322.12
3/9/2023	$337.08
3/24/2022	$338.56
3/29/2021	$338.18
2/28/2020	$302.60
2/22/2019	$298.76
2/20/2018	$280.84
2/15/2017	$289.02
3/15/2016	$290.16
4/1/2015	$295.36
3/26/2014	$287.26
3/25/2013	$282.98
2/24/2012	$264.86
1/14/2012	$10.00
3/3/2011	$277.88
2/16/2010	$274.10
2/25/2009	$271.86

Tax Distribution

No Tax Distribution Records Found.

Special Assessments

No Special Assessment Records Found.

ALBANY RD TO US RTE 33 E
ALBANY
RICHLAND AVE TO US RTE 33 W
US RTE 33
US RTE 33 W TO ALBANY RD
POMEROY