



AGENDA
ATHENS CITY COUNCIL
MONDAY, JANUARY 13, 2025
7:00 PM
e-mail: dwalker@ci.athens.oh.us
Streaming is available at www.ci.athens.oh.us/video

CITY & SAFETY SERVICES:

- Commission on Disabilities (2024 annual report)
- West State Park New Restroom Facility, Project #349 (amend 0-15-22)
- Tennis & Pickle Ball Courts, Project #350 (amend 0-56-22)

PLANNING & DEVELOPMENT COMMITTEE:

- Local LIHTC and Economic Development (presentation by David Funk)
- Hill Tide LIHTC, 111 Hooper Street Rezoning of (8) Parcels from R-1 and R-2 to R-3 (recommendation by Planning Commission)
- Welcome Home Ohio Program, Project #381

TRANSPORTATION COMMITTEE:

- East State Street Signal Improvements, Project #367 (amend 0-14-24)
- Stimson Bridge, Project #358 (construction and construction engineering)

FINANCE & PERSONNEL COMMITTEE:

- Athens County Economic Development Council (amend 0-120-24)

- Internet Auction (authorizing the sale of unneeded or obsolete municipal personal property)
- Interfund Transfers (requests from Auditor)

5. COMMITTEE OF THE WHOLE:

- AT&T Tariff Request with the PUCO (to shift the cost for r-o-w moving of utility lines to municipalities)
- Over Pricing of Insulin and Generic Drugs (lawsuit on behalf of political subdivisions)

6. REGULAR SESSION OF COUNCIL

7. Establish Quorum

8. Disposition of Minutes:

- Regular Sessions of City Council held December 2 and December 16, 2024
Special Session of City Council held December 9, 2024

9. Communications

10. Reports and Communications from Other Elected Officials

11. Ordinance for Second Reading:

0-137-24

AN ORDINANCE AMENDING ORDINANCE 116-24 TO INCREASE NON-UNION COMPENSATION FOR THE ASSISTANT LAW DIRECTOR AND PROSECUTOR.
Introduced by the Finance & Personnel Committee

12. Ordinances for First Reading:

0-01-25

AN ORDINANCE AMENDING ORDINANCE 14-24; AUTHORIZING THE EAST STATE STREET SIGNAL IMPROVEMENTS PROJECT (#367); AND AUTHORIZING THE AUDITOR TO MAKE AN INTERFUND TRANSFER.
Introduced by Council Member Spjeldnes

0-02-25

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A DEVELOPMENT SERVICES AGREEMENT WITH COMMUNITY BUILDING PARTNERS, LLC AND A PURCHASING PROGRAM GRANT AGREEMENT WITH THE STATE OF OHIO

FOR THE WELCOME HOME OHIO PROGRAM, PROJECT #381.
Introduced by Council Member Swank

0-03-25

AN ORDINANCE AMENDING ORDINANCE 120-24; AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT EXTENSION TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF THE ATHENS COUNTY ECONOMIC DEVELOPMENT COUNCIL; AND DECLARING AN EMERGENCY.

Introduced by the Finance & Personnel Committee

- **0-04-25**

AN ORDINANCE OF THE CITY OF ATHENS SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T's TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO; AND DECLARING AN EMERGENCY.

Introduced by All Council Members

- **0-05-25**

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEGAL SERVICES CONTRACT WITH GROSSMAN & KELLY, LLP TO PROSECUTE ON A CONTINGENCY BASIS CIVIL LEGAL CLAIMS FOR PRICE FIXING IN MDL 3080 (INSULIN) AND MDL 2724 (GENERIC DRUGS) AND FOR NEGLIGENCE RESULTING IN INJURIES AND PROPERTY DAMAGE IN MDL 2873 (PFAS); AND DECLARING AN EMERGENCY.

Introduced by All Council Members

13. Announcements & Other Business

- Motion to Approve November, 2024 Credit Card Transactions

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

15. Adjournment

Sam Crowl
President of Council

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

0-137-24

Introduced by Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 116-24 TO INCREASE NON-UNION
COMPENSATION FOR THE ASSISTANT LAW DIRECTOR AND PROSECUTOR.

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

SECTION I: In accordance with Section I of Ordinance 116-24, City Council
does hereby authorize a general hourly pay increase, effective the first pay period in
2025, with retroactive pay, for the following positions:

Assistant Law Director, Pay Grade 11, from \$39.37 to \$42.94; and

Prosecutor (currently filled position), Pay Grade 10, from \$36.85 to \$39.39.

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

ATTEST:

Clerk of Council

President of Council

APPROVED:

Mayor

0-01-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AMENDING ORDINANCE 14-24; AUTHORIZING THE EAST STATE STREET SIGNAL IMPROVEMENTS PROJECT (#367); AND AUTHORIZING THE AUDITOR TO MAKE AN INTERFUND TRANSFER.

WHEREAS, the City has received (\$429,658.00) for construction through ODOT's Small Cities Congestion Mitigation Grant;

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

SECTION I: Sections II, III, and IV are hereby amended to read as follows:

Section II: The ~~2024~~ **2025** Appropriation Ordinance 0-115-24, is hereby amended by appropriating from the unappropriated balance the sum of **Two Hundred Thirty Thousand Dollars (\$230,000.00)** to Street Fund, 220, T.C. 500, and Two Hundred ~~Twenty~~ **Thirty** Thousand Dollars (~~\$220,000.00~~) (**\$230,000.00**) to TIF Fund, 593, T.C. 600, for transfer, and increasing the total appropriations by said amounts.

Section III: The Auditor is hereby authorized to make the following interfund transfers:

FROM	TO	AMOUNT
TIF Fund, 593	Street Fund, 220	\$ 220,000.00 \$450,000.00

Section IV: The Service-Safety Director is hereby authorized to expend up to ~~Six~~ **Eight** Hundred ~~Seventy-Nine~~ **Forty-Nine** Thousand Six Hundred Fifty-Eight Dollars (~~\$649,658.00~~) (**\$879,658.00**) for said project as follows:

Four Hundred Twenty-Nine Thousand Six Hundred Fifty-Eight Dollars (\$429,658.00) from Small Cities ODOT Fund, 589, T.C. 500; and ~~Two~~ **Four** Hundred ~~Twenty~~ **Fifty** Thousand (~~\$220,00.00~~) (**\$450,000.00**) Dollars from Street Fund, 220, T.C. 500, for said Project (#367).

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

RECORD OF ORDINANCES

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

Ordinance No. 0-02-25 Passed _____, 20____

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A DEVELOPMENT SERVICES AGREEMENT WITH COMMUNITY BUILDING PARTNERS, LLC AND A PURCHASING PROGRAM GRANT AGREEMENT WITH THE STATE OF OHIO FOR THE WELCOME HOME OHIO PROGRAM, PROJECT #381.

WHEREAS, Ordinance 88-19, adopted the City of Athens Affordable Housing Plan to support accessibility, sustainability, and economic development; and

WHEREAS, in November 2024 the City of Athens was awarded \$2 million from the Ohio Department of Development under the "Welcome Home Ohio" program for "Welcome Home Athens" to build affordable single-family homes in the City; and

WHEREAS, the Affordable Housing Plan specifies the City should support public-private partnerships and neighborhood revitalization, including acquisition of property to convert to owner-occupied single-family homes, and as such may proceed to sell such homes directly to buyers qualified under the requirements set forth in the Grant Agreement, as permitted in ORC 721.28; and

WHEREAS, the City of Athens intends to enter into a public-private partnership with Community Building Partners, LLC, to execute the development called for in the Grant Agreement;

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 Development Services Agreement with Community Building Partners, LLC, and a Purchasing Program Grant Agreement with the State of Ohio for the Welcome Home Ohio Program, Project #381. Copies of said agreements are attached hereto and incorporated herein by reference.

SECTION II: The 2025 Appropriation Ordinance 115-24 is hereby amended by appropriating from the unappropriated balance the sum of Two Million Dollars (\$2,000,000.00) to Athens Enhancement Fund, 250, T.C. 500, in support of the "Welcome Home Ohio" Program, and increasing the total appropriations by said amount.

SECTION III: The Service-Safety Director is hereby authorized to expend up to Two Million Dollars (\$2,000,000.00) from Athens Enhancement Fund, 250, T.C. 500, as part of the "Welcome Home Ohio" Program.

RECORD OF ORDINANCES

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

Ordinance No. **0-02-25 Page 2** Passed _____, 20____

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

Development Services Agreement

Welcome Home Athens

THIS DEVELOPMENT SERVICES AGREEMENT (this “**Agreement**”), dated and effective as of the [] day of December, 2024, is made by and between Community Building Partners LLC, a limited liability company formed under the laws of the State of Ohio (the “**Company**”), and City of Athens, Ohio a municipal corporation (“**City**”).

Recitals

The Company was formed for the purpose of delivering full service real estate and community development services including acquiring, owning, developing, constructing and/or rehabilitating, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of real estate.

The City, working with the Company, successfully applied for and received a grant from the Ohio Department of Development, Welcome Home Ohio program to support the construction and delivery of new affordable homeownership units to area residents. The full obligations under the grant program are embodied in a Grant Agreement between the City and the State of Ohio Department of Development. The Grant Agreement is included as an exhibit to this agreement.

The Company has provided and the City desires that the Company continue to provide services with respect to the development , finance, construction, and delivery of housing units to qualified homebuyers in full compliance with the Grant Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment and Term.** The City hereby ratifies, confirms and appoints the Company to render services in overseeing the development of the Welcome Home Athens program, in full compliance with the Grant Agreement, as herein contemplated and the Developer hereby accepts such appointment.

2. **Authority and Obligations.** Subject to adherence to the program requirements in the Grant Agreement, the Company shall have the authority and obligation to:

(a) Prepare or cause to be prepared such engineering surveys, and Plans and Specifications as may be required in connection with the construction of the Project.

(b) Prepare and submit to the City for approval a construction budget and make recommendations to the City regarding any necessary modifications thereto.

(c) Identify the subsidy required to meet the income limitation and program requirements of the Welcome Home Athens Program.

(d) Prepare an overall plan for the full utilization of grant funds to increase the number of housing units which can be supported in the program.

(e) Review additional funding sources to enhance the affordability of the targeted housing units under this grant and to increase the total number of housing units which can be supported in an ongoing program.

(f) Make available to the City and the State as required in the grant copies of all development contracts, financing commitments, surveys, budgets, Plans and Specifications and other development items prepared or obtained.

(g) Perform construction under a separate fixed sum construction contract for each housing unit (the “**Construction Contracts**”); in an amount not to exceed the amount provided therefor in the Financial Projections (to be published),

(h) Perform or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including but not limited to the following:

(i) administration and supervision of the activities of the Contractor and all other contractors, subcontractors and others employed in connection with the construction of the Project;

(ii) preparation of construction schedules pursuant to which all phases of construction are to be completed on or before the Construction Completion Date and supervision of the scheduling of construction in conformity with such construction schedules;

(iii) periodic inspection of construction in progress, including but not limited to inspection at completion, for defects in construction and to assure compliance with the Plans and Specifications, and supervision of correction of any and all deficiencies noted pursuant to such inspections.

(iv) processing and payment of applications for progress payments made by the General Contractor, including verification of such applications against the progress of construction as indicated by the aforementioned periodic inspections; and

(v) analysis of requests for any and all change orders to or variations from the Financial Projections and the Plans and Specifications and submission of such requests to the Company for approval.

(i) Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders, and similar documents as are necessary to complete timely the construction of the Project in accordance with the Plans and Specifications.

(j) Cause the Project to be completed in a manner consistent with good workmanship, defect free and in compliance with the following:

(i) the Plans and Specifications;

(ii) all obligations of the Company under any documents executed by the Company under the Loan Documents; and

(iii) all municipal, state, and other governmental laws, ordinances, and regulations governing the construction of the Project and the use thereof for its intended purposes and all other requirements of law applicable to construction of the Project.

(k) Cause to be maintained builder's risk, contractor's liability, and workers' compensation insurance required by law, the limits of such coverage to be reasonable under the circumstances, but no less than that required construction lenders, or applicable statutes.

(l) Cause to be kept separate project accounts and cost records and prepare and furnish upon request financial and progress reports and statements with respect to construction of the Project.

(m) Make available to the City upon request copies of all contracts and subcontracts.

(n) Deliver to the City copies of all inspection reports and applications for payment given any lender providing a Loan to the Company.

(o) Perform all actions necessary to maintain compliance with the attached Grant Agreement and provide all required information and procedures to support the City as grant recipient.

3. **Accrual Schedule.** The Development Fee shall be earned as follows:

(a) 50% of total Development Fee was earned for services performed prior to the date hereof.

(b) The balance of the Development Fee shall be earned upon the Construction Completion Date.

4. **Development Fee.** For development services to be performed under this Agreement, the Company shall receive under the total cost of the project the developer fee designated under the State of Ohio Welcome Home Athens Program - \$10,000.00 per housing unit.

5. **Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties hereto.

6. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

7. **No Continuing Waiver.** None of the parties hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

8. **Defined Terms.** Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Grant Agreement.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without regard to principles of conflicts of laws.

10. **Binding Agreement.** This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

11. **Headings.** All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.

12. **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

13. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Development Services Agreement as of the date first written above.

CITY:

CITY OF ATHENS, OHIO

By: _____
Name: _____
Title: _____

COMPANY:

COMMUNITY BUILDING PARTNERS, LLC.,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

GRANT AGREEMENT

FY 2024 Welcome Home Ohio: Purchasing

State of Ohio Welcome Home Ohio: Purchasing Program Grant Agreement

Program	Welcome Home Ohio – Purchasing
Grant Number	DEV--2024 - 210326-1
Grant Award	\$2,024,000
Grantee	City of Athens
FEIN	31-6400218
Address	8 East Washington Street Athens, OH 45701-3348
County	Athens
Primary Contact	Meghan Jennings
E-Mail	mjennings@ci.athens.oh.us
Phone	(740) 592-3338
Award Date	11/1/2024
Program Completion Date	11/1/2026
Final Draw Date	12/1/2026
Grant Source	House Bill 33

This Grant Agreement (the "Agreement") is made and entered into between the State of Ohio, Department of Development (the "Grantor") and **City of Athens** (the "Grantee"), for the period **11/1/2024 to 11/1/2026**.

Background Information

- A. Pursuant to Ohio House Bill 33 of the 135th General Assembly ("House Bill 33"), appropriation item 1956H3, the Welcome Home Ohio program was created. Grantee applied for the program with identified projects. (herein referred to individually as "Project" or collectively as "Projects").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

- Award of Grant Funds.** Grantor hereby grants funds to Grantee up to the amount of **\$2,024,000** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Guidelines**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill

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such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds can be maintained by Grantee and expended on activities included in Attachment A: Scope of Work. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.
4. **Term.** The parties agree the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. Reporting requirements will extend past the term of the Agreement. All records of the Grantee shall be maintained in accordance with [Program Policy 20-01: Grant Operations and Financial Management Policy](#).
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/s/>, which may be amended and updated from time to time.
9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the

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records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three days' prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
11. **Audits.** Grantee shall ensure the Grant Funds are audited according to the requirements of **Attachment D: Grant Administration Guidelines**, which is attached hereto, made a part hereof, and incorporated herein by reference.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the O.R.C., including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
14. **Termination**
 - a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Failure of Grantee to abide by all program guidelines.
 - b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or

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the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 15 of this Agreement.

15. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
16. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
17. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **Program Policy 15-07: Resolving a Potential Conflict of Interest**.
18. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
19. **Adherence to State Laws and Regulations.**

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- a. **General.** Grantee shall comply with all applicable state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
 - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
20. **Outstanding Liabilities.** Grantee represents and warrants it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
 21. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **O.R.C. Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **O.R.C. Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **O.R.C. 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
 22. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **O.R.C. 149.43** and are open to public inspection unless a legal exemption applies.
 23. **Miscellaneous.**
 - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be

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heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
 - i. In the case of Grantor, to:

Ohio Department of Development
Office of Community Enhancements
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
 - ii. In the case of Grantee, to:
City of Athens
8 East Washington Street Athens, OH 45701-3348
- f. **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon

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written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement"

- g. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **Program Policy 20-01: Grant Operations and Financial Management Policy**.
- h. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- i. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- j. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or sub-granted by Grantee without the prior express written consent of Grantor. Additional information found in **Program Policy 15-01: Responsibility for Grant Administration**.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

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Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:
City of Athens

Authorized Official

Printed Name:

Title:

Date:

Grantor:
State of Ohio
Department of Development

By:

Printed Name:

Title:

Date:

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Attachment A: Scope of Work and Budget

Project Description

The City of Athens is pursuing the development of 14 single-family, new-construction homes with assistance from the Welcome Home Ohio Program. Ohio-based UniBilt Custom Homes has provided preliminary construction costs, floor plans, and unit designs. The designs are already approved for permitting for this program and meet energy standards consistent with best practices. Developer Community Building Partners will help bring the units to the market as per our agreement. GreenPath Financial will provide financial counseling courses and webinars for future homebuyers. The City of Athens has the capacity to administer and monitor program compliance.

The City of Athens has a comprehensive and well-equipped city planner, which will facilitate easy access to the identified lots for this project development and ongoing property transfers. Our first site (Central Avenue), formerly the location of West Elementary School which was demolished in 2022, is vacant and can accommodate four duplexes, totaling eight units. Each home will have three bedrooms, 1.5 baths, and over 1,300 sq ft. The Welcome Home Ohio grant funding will significantly reduce the sale price to homebuyers, making the homes affordable to families at or below 80% AMI. Our next phase of sites (Grosvenor Street and Hudson Avenue) is scattered in proximity to the first site and will produce both single-family homes and duplexes, for an additional six units.

We anticipate our development timeline of these 14 new units of affordable single-family and duplex homes to begin immediately after the announcement of awards, with property purchase and construction to follow within 90 days of grant award. The first property will be completed for occupancy in the spring of 2025, with a continuous construction schedule through completion of the final units.

The prefabrication of homes by Unibilt accelerates the construction process, providing a quicker timeline to completion without compromising quality or affordability.

The development team's experience, existing programming, the City's experience in administration and ability to secure sites, and Hocking Valley Bank's existing pipeline of eligible homeowners awaiting housing are all factors that allow us to meet this aggressive timeline.

- Purchase/Transfer of First Property: 1st tranche: November, 2024; 2nd tranche: April 2025
- Beginning of First Rehab/Construction: 1st tranche: November 2024; 2nd tranche: May 2025
- First Property for Sale: 1st tranche: March 2025; 2nd tranche: August 2025

Proposed Outcomes

Program	Estimated Number of Properties	Expected Project Cost	Requested Amount	Leveraged Amount
122.631 Purchasing	4.00	\$3,541,216	\$3,541,216	\$0

Proposed Timeline

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Purchase of First Property	11/30/2024
Beginning of First Construction	11/30/2024
First Property for Sale	3/31/2025

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Attachment B: Program Guidelines

Grantee must adhere to all programmatic guidelines defined in Welcome Home Ohio Program Guidelines.

Guidelines available at <https://development.ohio.gov/community/redevelopment/welcomehome>

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Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall report on the status and cost of activities carried out at each funded project site at the time of a Reimbursement Request, or at least quarterly during the grant period.
2. Grantee shall submit a notification to Grantor once the qualifying residential property is sold.
3. Grantee shall certify to Grantor that the homebuyer remains the owner-occupant of the property for the first five years after the initial sale and is not renting any portion of the home.

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Attachment D: Grant Administration Guidelines

Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award.

Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, 77 South High Street Columbus, Ohio 43215-6130.

1. Single Audit: Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements.

The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants.

Single audits must be performed by an independent public accountant. Grantees must forward audits, as part of the reporting package, to the Federal Audit Clearinghouse within 30 days following its release by the audit firm, but no later than nine months following the Grantee's fiscal year end. The Grantee is required to notify Grantor within seven days following submission that the audit and reporting package were sent to the Federal Audit Clearinghouse. The notification should be made to singleaudit@development.ohio.gov. The Grantee may also, but is not required, to include a copy of the audit report with the notification.

2. Grant Specific Audit: Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement.

A grant specific audit must be performed by an independent public accountant.

Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period. The audit can be sent via email to singleaudit@development.ohio.gov or mailed to the address above.

3. Audit Standards: Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.

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Attachment E: Deed Restriction Requirement

Welcome Home Ohio Program Deed Restriction Requirement

In compliance with the requirements of the Welcome Home Ohio (WHO) Program which is providing at least a portion of the funding for this project, a Deed Restriction shall be recorded against the property comprising the Project that contains the following:

- For the twenty years following the original date of sale, agree not to sell the Property to any purchaser except an individual or individual who have an annual income that is not more than the qualifying median income (80% area median income for the county in which the property is located).

0-03-25

Introduced by Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 120-24; AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT EXTENSION TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF THE ATHENS COUNTY ECONOMIC DEVELOPMENT COUNCIL; AND DECLARING AN EMERGENCY.

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

SECTION I: Section I of Ordinance 120-24 is hereby amended to read as follows:

Section I: The Mayor is hereby authorized to enter into a contract extension through December 31, 2027, to provide financial support for the operation of the Athens County Economic Development Council (ACEDC) in the amount of Sixty-~~Five~~ Thousand Dollars (~~\$60,000.00~~) (\$65,000.00) annually from the General Fund. A copy of said Agreement and ACEDC deliverables is attached hereto and incorporated herein by reference.

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in that the current contract expired December 31, 2024, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

AGREEMENT

PARTIES: This extension **AGREEMENT** is entered into between the City of Athens, Ohio, hereinafter referred to as "City," and the Athens County Economic Development Council, hereinafter referred to as the "Development Council."

PURPOSE: This extension **AGREEMENT** is for the purpose of providing financial support for economic development activities of the Athens County Economic Development Council, and shall be in effect through December 31, 2027.

DEVELOPMENT COUNCIL AGREES:

To use the sum paid by the City for the support of economic development activities.

CITY AGREES:

To pay (\$65,000.00) annually.

BOTH PARTIES AGREE:

1. Either Party may terminate this contract upon one hundred twenty (120) days' written notice to the other Party.

THE CITY OF ATHENS, OHIO:

Steve Patterson, Mayor

Date

ATHENS COUNTY ECONOMIC DEVELOPMENT COUNCIL:

President & CEO
Economic Development Council

Date

APPROVED AS TO FORM:

Lisa Eliason, Director of Law

Date

0-04-25

Introduced by All Council Members

AN ORDINANCE OF THE CITY OF ATHENS SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T's TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, on December 18, 2024, the Ohio Bell Telephone Company dba AT&T Ohio ("AT&T") filed a Telecommunications Form related to a change in its tariff for "Construction Charges, Relocation of Facilities" with the Public Utilities Commission of Ohio (the "PUCO") in PUCO Case Nos. 24-1123-TP-ATA and 90-5032-TP-TRF (collectively referred to as "AT&T's Tariff Application"); and

WHEREAS, AT&T's Tariff Application proposes tariff changes which will require any municipalities in which AT&T is located in the municipality's public right-of-way to pay the full cost of any relocation or undergrounding of AT&T's facilities, regardless of the reason for the relocation. This is in direct contradiction of current Ohio law; and

WHEREAS, AT&T's Tariff Application is subject to a thirty-day auto approval process, meaning that if the PUCO does not rule on the application, then the application is automatically approved, and the tariff change becomes effective on the thirty-first day after the filing of the application; and

WHEREAS, if AT&T's Tariff Application goes unchallenged and becomes automatically effective, municipalities throughout Ohio (and, subsequently, constituents who may or may not be AT&T customers) would be required to pay for any relocation of AT&T facilities in the public rights-of-way, even if the relocation or undergrounding is required for health, safety, or public welfare purposes; and

WHEREAS, any challenges to AT&T's application must be filed prior to the January 17, 2025, to allow the PUCO to pause the automatic approval process, allow challengers to be heard through an evidentiary hearing, and consider legal arguments. To challenge AT&T's Tariff Application, an interested stakeholder must file a motion to intervene with the PUCO showing that it has a real and substantial interest in AT&T's Tariff Application and the intervener is so situated that the disposition of the proceeding may, as a practical matter, impair or impede its ability to protect that interest; and

WHEREAS, the Ohio Municipal League has engaged counsel to challenge AT&T's Tariff Application;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Athens, Ohio, Athens County, State of Ohio:

SECTION I: Athens City Council finds that AT&T's Tariff Application directly changes and significantly impacts, to the detriment of the City of Athens, how this City manages and administers its public rights-of-way.

SECTION II: Athens City Council hereby authorizes and agrees to participate in and to intervene in the proceeding at the PUCO in order to challenge AT&T's Tariff Application and any subsequent and/or necessary legal, administrative, legislative efforts.

SECTION III: Athens City Council has been advised by the Ohio Municipal League that future financial and/or other support from the City may be necessary to the success of a challenge to AT&T's Tariff Application and any related legal, administrative, or legislative efforts. The City of Athens may take under consideration the specific amount or form of such financial and/or other support from the City at a subsequent meeting of this Council.

SECTION IV: The immediate necessity for this action is declared an emergency for the preservation of public peace, health, and safety, and for the reasons set forth above, and this ordinance shall take effect immediately upon passage.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

0-05-25

Introduced by All Council Members

AN ORDINANCE AUTHORIZING THE MAYOR OR THE SERVICE-SAFETY DIRECTOR TO EXECUTE A LEGAL SERVICES CONTRACT WITH GROSSMAN & KELLY, LLP TO PROSECUTE ON A CONTINGENCY BASIS CIVIL LEGAL CLAIMS FOR PRICE FIXING IN MDL 3080 (INSULIN) AND MDL 2724 (GENERIC DRUGS) AND FOR NEGLIGENCE RESULTING IN INJURIES AND PROPERTY DAMAGE IN MDL 2873 (PFAS); AND DECLARING AN EMERGENCY.

WHEREAS, litigation is pending in federal courts against any and all parties found to be responsible for price fixing cases in Multi-District Litigation (MDL) 3080 (Insulin) and MDL 2724 (Generic Drugs); and negligence resulting in injuries and property damage in MDL 2873 in per-and polyfluoroalkyl substances (PFAS); and

WHEREAS, Athens City Council has received communication from the law firm of Grossman & Kelly, LLP concerning price fixing cases for Insulin MDL 3080 and Generic Drugs MDL 2724 and for negligence for injuries and property damage in MDL 2873 (PFAS); and

WHEREAS, the City of Athens on behalf of its employees purchased insulin and generic drugs through its health plan; and

WHEREAS, traces of PFAS chemicals have been found in the City of Athens wells and finished water; and

WHEREAS, the Legal Services Contract allows Grossman & Kelly, LLP to prosecute on a contingency basis, civil legal claims for price fixing in Insulin MDL 3080 and Generics MDL 2724; and negligence resulting in injuries and property damage in MDL 2873 (PFAS); and

WHEREAS, it appears the City of Athens is entitled to participate in MDL 3080, 2724, and MDL 2873, and accordingly engages Grossman & Kelly, LLP to investigate and file lawsuits on behalf of Athens to recover these monies; and

WHEREAS, contracting with Grossman & Kelly, LLP for legal services will allow the City of Athens to efficiently participate and serve the interests of its citizens; and

WHEREAS, Athens City Officials were notified on January 6, 2025, that the deadline for filing civil legal claims regarding these matters is January 14, 2025.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Athens, Ohio, Athens, County, State of Ohio:

SECTION I: The Mayor or the Service-Safety Director of the City of Athens is hereby authorized to execute a Legal Services Contract with Grossman & Kelly, LLP, a copy of which is attached hereto and incorporated herein by reference, to investigate and file lawsuits, on a contingency basis, on behalf of the City of Athens for price fixing in MDL 3080 (Insulin) and MDL 2724 (Generic Drugs); and injuries and property damage in MDL 2873 (PFAS), and to recover these monies.

SECTION II: The immediate necessity for this action is declared an emergency for the preservation of public peace, health, and safety, and for the reasons set forth above, and this ordinance shall take effect immediately upon passage.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

LEGAL SERVICES CONTRACT

1248 MONTAUK HIGHWAY - WEST ISLIP NEW YORK 11795

Telephone: (631) 314-4996 Facsimile: (516) 686-6771

dgrossman@kandgfir.com - www.kellyandgrossman.com

THIS CONTRACT IS SUBJECT TO THE FEDERAL AND STATES' ARBITRATION ACTS.

WHEREAS, the undersigned ("Client") agrees to retain Grossman & Kelly, LLP ("Law Firm") (collectively, "Parties") as Client's attorneys in the prosecution of any legal claim for negligence (or any other viable cause of action) against any and all parties found to be responsible for costs of remediation, filtration ongoing filtration and restoration as well as injuries and or property damages suffered by us and/or our members arising out of contamination by per- and polyfluoroalkyl substances (PFAS) and other hazardous water contaminants in MDL 2873, along with claims for Price fixing in MDL 3080 (Insulin) and 2724 (generic Drugs).

1. **FEE PERCENTAGE**: As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm one-third (33%) of all gross amounts recovered, plus expenses as outlined in sections #2 ("Disbursements") and #3 ("Financing of Case") below. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. **The Client shall pay no expenses or fees in case of loss.**
2. **DISBURSEMENTS**: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee. However, Client will not be responsible for any expenses or costs which exceed Client's proportionate recovery.
3. **FINANCING OF CASE**: If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.
4. **APPEALS**: The above contingency fee does not contemplate any appeal. The Law Firm is under no duty to perfect or prosecute any such appeal until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.
5. **NO GUARANTEE OF FINAL OUTCOME**: No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement.

6. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.
7. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.
8. **TERMINATION OF REPRESENTATION:** The Client may terminate the Law Firm's representation of it at any time by providing written notice to the Law Firm at the above address.
9. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants the Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. The Law Firm is authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. **However** all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the Client. The firm will not settle any matter without explicit consent of the client.
10. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate with other law firms in the representation of the Client. If the Law Firm should engage other attorneys to act as co-counsel, this will be done at the expense of the Law Firm. This expense is not considered part of the reimbursable expenses outlined herein under "Disbursements" in item #2. Client understands that the Law Firm is a Limited Liability Partnership with a number of attorneys. Several of those attorneys may work on Client's case.
11. **ASSOCIATE COUNSEL:** Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of Client, either in the event that the Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total fee to Client does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.
12. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.
13. **DISPUTE:** In the event of a dispute between the Client and the Law Firm, it will be resolved at National Arbitration in Garden City, New York and New York law will govern. Each party to pay its own costs and expenses. This arbitration provision shall be enforceable in either federal or state court in New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in New York having jurisdiction.

Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.



SIGNED AND ACCEPTED ON THIS _____ day of _____, 2025.

CLIENT SECTION

LAW FIRM SECTION

Please print Client Entity Name :	Grossman & Kelly LLP
Print Name & Title of Authorized Representative:	David Grossman Esq
Signature of Authorized Representative:	DATE:
Contact Email:	
Contact Phone:	co-counsel
Address (Street + Suite if Applicable):	
City, State, Zip:	

INFORMATION DETAILS:

Client: _____

1. Main contact person: _____

Phone number: _____

Email address: _____

Address: _____

2. Legal counsel: _____

Main contact person: _____

Phone number: _____

Email address: _____

Address: _____

