



AGENDA
ATHENS PLANNING COMMISSION
WEDNESDAY, FEBRUARY 5, 2025 AT 11:30 AM

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

Establish Quorum

Disposition of Minutes:

- December 18, 2024

Cases

Communications

- Cable Lane Annexation

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: February 19, 2025.

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, December 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 December 18, 2024.

Attendees: Taylor Koch, David Mott, Solveig Spjeldnes, Darius Pierce, Sean McMickle, Eric Lucas, Gabriel Scom, Jeff Risner, Mark Welch, Alan Swank, Jan McCauley, Chris McCauley, Kay Rhyan, Machel Stewart, Sharon Walker, Jerry Millier, Andy Vogt, Andrew Guidarelli, Jon Cozad, Tony Bertino, Carol Grueser, Aaron Leatherwood

1. Call to Order

John Kotowski called the regular meeting of the Planning Commission to order at 12:03p.m. and administered the oath to those in the audience intending to speak before the commission. Quorum established with four 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	Present

STAFF:

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

John Kotowski made a motion to adjust the agenda and hear the communication item from Jon Cozad after the disposition of minutes. Motion passed 4:0.

2. Disposition of Minutes

Austin Phillips moved to approve December 4, 2024 minutes. Chris Knisely seconded. Motion passed 4:0.

3. Cases

Case #24-07 Zone Change Request/0 Pomeroy Road

John Kotowski explained that this request was heard by the Planning Commission in November as a communication and as a case. The Planning Commission approved the case and sent it to City Council for review. At City Council there was an inconsistency discovered in the application submitted to the Code Enforcement Office. After the City Law Director reviewed the application, it was sent back to the applicant to correct and resubmit it to the Code Enforcement Office.

Sean McMickle/Spire Development

- Mr. McMickle gave a brief overview of the project and proceeded to address the questions and concerns that residents communicated at the December 9th City Council meeting:
 - Flooding concerns – Spire believes that this development will improve the stormwater situation in the area. The project design has had comprehensive engineering review. Mark Welch with Pickerington Associates, has been engaged to help with design. Stormwater protection plans will be in place during construction.
 - Unsafe increase in traffic – a certified traffic engineer conducted a study on the development and the impact it will have during peak trip hours and traffic flow. This is a small-scale development in line with the existing situation.
 - Increase in crime – Spire is always actively engaged with their projects. There will be interior and exterior surveillance cameras at the site.
 - Not enough market demand - this is a specific type of housing that focuses on workforce housing. Research indicates that there in fact is a shortage of this type of housing in the community.
 - More projects like this are proposed in this census tract – this is the highest scoring census tract in Ohio for this type of funding. Currently there are two projects being proposed. If both are approved for rezoning the state will select the project with the most units.

Commission Discussion

- The estimated monthly rent for a 1-bedroom unit will be \$350-\$850, for a 2-bedroom unit will be \$420-\$1,150, and for a 3-bedroom unit will be \$480-\$1,300. Income qualification is 30-80% of area median income. Potential tenants must apply and meet income eligibility.
- This project will compete with Woda Cooper project.
- Austin Phillips noted that the traffic study that was conducted before the Kershaw Greene project located off SR 682 across the road from University Estates, was accurate because there have been no issues with increased traffic flow now that the development is completed.

Public Comments

- S. Spjeldnes – The opinion of the City of Athens Affordable Housing Commission is that there is a need for housing in Athens. University Estates property values have not changed since the Kershaw Greene development was completed. She prefers the Pomeroy location over Hooper but would like to see both developments.
- A. Guidarelli /W. Washington St.– Hard to find housing in Athens, desperately a need. There is a growing homeless crisis in Athens. Concerned about the location of this project (need for sidewalks and crosswalks. It will increase dependency on cars.
- C. McCauley – Concerned about the needs of the tenants at this location. There are not many stores on Richland Avenue.
- A. Vogt/business owner on Richland – This development will increase impermeable surfaces which will worsen the already flood prone area. There is an Army Corp study in progress so no action should be taken until the report is submitted.

- A. Swank/40 Townsend – Expressed concern about the future for the two sites selected by the developers (Spire and Hill Tide). If the Planning Commission approves both for rezoning and they are both approved by City Council, only one of the sites will be selected by OFA to proceed. Mr. Swank asked if the unselected site could return to the original zoning.
 - David Riggs and John Kotowski noted that the city is planning to look holistically at several areas in the city to determine whether the zoning is appropriate. The zoning can be reversed by submitting a request to the Planning Commission.
- A. Leatherwood/Coventry Lane – The resubmitted application was not signed by the property owner so this needs to be resubmitted again before the Planning Commission continues with this case. He submitted a petition that states this.
 - David Riggs noted that he shared the resubmitted application with the Law Director but has not heard back from her whether she accepts the signature.
 - Sean McMickle with Spire noted that the application is correct and includes supporting documentation that shows that Craig Kennedy (who signed the application) is the trustee of the trust.

The Planning Commissioners discussed the resubmitted application and whether to table the case until a legal opinion is given by the Law Director. Waiting for the Army Corp of Engineers' report was also mentioned as a reason to table the case.

Andy Stone made a motion to approve Case #24-07, rezoning the parcels in question to R-3. Austin Phillips seconded the motion. The motion passed 3:1 (Chris Knisely voted nay).

Case #24-10 Zone Change Request/111 Hooper Street

Taylor Koch/Hill Tide Partners, LLC

- 5.13 acres located at 111 Hooper Street.
- The request is to rezone eight parcels, which are currently a mix of R-1 and R-2, to R-3.
- Hill Tide will be applying for 9% Tax Credits. OFA application is due in February.
- 60-80 units, single family units are planned in the future if an annexation succeeds. This will be financed by SFTC.
- Mr. Koch proceeded with a PowerPoint presentation with an overview of how Hill Tide selected this site. It is in Census Tract 9733 and is the only site in the area that will score well. It is adjacent to existing R-3 zoning.
- Hill Tide held a public meeting at the Athens Public Library on 12/17/24 to demonstrate their commitment to public outreach. They will hold additional public meetings.
- They have approached Athens Public Transit with the idea of adding a bus stop at this location. A stop would also benefit Monticello Village which is across the street.

Commission Discussion

- There was only one citizen at the public meeting, but they were positive about the project, according to John Kotowski who was also present at the meeting.

- Andy Stone pointed out that this site will be much harder to develop than the site on Pomeroy Road and cautioned that engineering review must be comprehensively and fully undertaken, and not done “halfway.” Connecting to the city’s infrastructure will be a challenging task.
- If the rezoning is approved and this moves on to a Title 41 review which is then refused, the tax credit funding would be returned to the state.

Public Comment

- A. Guidarelli/W. Washington St. – expressed concerns about this site and its lack of walkability and accessibility. He also thought that there were other areas in Athens that could be developed that already have access to transit, sidewalks, and city infrastructure. Rezoning holistically for Athens is a need.

Chris Knisely made a motion to approve Case #24-10, rezoning the eight parcels to R-3. Andy Stone seconded the motion. Motion passed 4:0.

4. **Communications**

Ohio University Translational Research Center Jonathon Cozad, Associate VP of Design and Construction

Jonathon Cozad proceeded with a PowerPoint presentation with an overview of the NIH funded project located in South Green on West Union Street.

Key Points and Discussion

- This is a 4-story 80,000 square foot structure.
- The facility differs from most translation research facilities in that it includes a public health clinic, a human research facility and an animal research facility.
- Non-conformities with Athens City Code are:
 - Height is above the maximum, at 64 feet.
 - Front yard setback is below the minimum at 13 feet.
 - Meghan Jennings noted that because the city updated the bulk controls earlier this year, the above listed non-conformities are in line with the new ACC bulk controls.
- The facility is designed to reduce the footprint and preserve green space.
- The animal research currently conducted in Konneker at the Ridges, will be moved to the new facility. Future use of Konneker is undetermined.
- Accessible with patient drop off located in the rear with the area protected by a canopy.
- Completion projected to be fall of 2026.

Changes to ACC Chapter 23.09 David Riggs, Code Enforcement Director

David Riggs/Overview

Mr. Riggs and the City Planner submitted recommended changes to Athens City Code Chapter 23.09. Mr. Riggs reviewed the suggested changes in the marked-up document that was included

in the commissioner's packets (attached for reference). The suggested changes are to better involve the public in the process and include signage in the area after the Planning Commission "communication" step and before the Planning Commission "case" step. This will be similar to how Title 41 requests are handled.

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

David Riggs/Code Enforcement Director

- No report

Meghan Jennings/City Planner

- No report

6. **Opportunity for Citizens to Speak**

None

7. **Announcements & Other Business**

- Next meeting January 15, 2025

8. **Adjournment**

The meeting was adjourned at 1:59 p.m.

Athens County Commissioners



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

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Telephone (740) 592-3292
Fax (740) 594-8010

November 26, 2024

City of Athens
Athens, Ohio

Re: Frander Properties Cable Lane Annexation

A motion was made by Mr. Chmiel and seconded by Mr. Adkins granting the expedited annexation petition, releasing the property of approximately 34.874 acres of property owned by Frander Properties, LLC east of Cable Lane (Township Road 1141) and identified by the Athens County Auditor as Parcel #A01-00100821-00 and as recorded by the Athens County Recorder 600/936 into the City of Athens, pending a signed resolution appointing its member as the agent for the petition.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

I, JoAnn Rockhold, Administrator for the Board of County Commissioners of Athens County, Ohio, certify that the foregoing is a true and correct copy of a resolution adopted by said Board November 19, 2024, and appears in the Commissioners' Journal 120, page 399.

JoAnn Rockhold
Administrator, Board of Commissioners
Athens County, Ohio



Petition for Annexation

To: Board of County Commissioners of Athens County, Ohio

The undersigned, being all of the owners of the real estate in the described territory, hereby petition for the annexation of the territory described herein to the City of Athens, Athens County, Ohio. The owners request that the Board follow ORC 709.022 in considering this petition. This petition is accompanied by the annexation agreement provided for in ORC 709.192, said annexation agreement entered into by the City of Athens and Athens Township.

An accurate legal description of the perimeter of the territory proposed for annexation and an accurate plat showing the territory are attached hereto. The described territory is adjacent and contiguous with the City of Athens.

As required by ORC 709.02, the petitioners have appointed the following as their agent:

Mark V. Snider
c/o David J. Mott
Mollica Gall Sloan & Sillery Co. LPA
35 North College Street
P.O. Drawer 958
Athens, OH 4571
Tel. (740) 593-3357

Said agent is granted full power to amend, increase or decrease the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition, without further expressed consent of the petitioners.

Please take notice that, simultaneously with the filing of this petition, Mark V. Snider is also filing a list of all tracts, lots, or parcels in the territory proposed for annexation, and all tracts, lots, or parcels located adjacent to that territory, as required by ORC 709.02.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY

Owners: Frander Properties LLC


By: Mark V. Snider, Member

Date: 11-8-2024

RECEIVED

NOV 13 2024

Athens County Commissioners

UNANIMOUS WRITTEN ACTIONS OF MEMBERS
Frander Properties LLC

The undersigned, being all of the members of Frander Properties LLC, an Ohio limited liability company located in Athens, Athens County, Ohio (the "Company"), entitled to notice of and to vote at a meeting of the members, adopt the following resolutions by unanimous written action without a meeting:

RESOLVED, that the Company petition the Board of County Commissioners of Athens County, Ohio to approve annexation of the Company's acreage located on Cable Lane, Athens, Ohio, and having Athens County Auditor Parcel No. A010010082100 (the "Property") into the municipal limits of the City of Athens, Ohio;

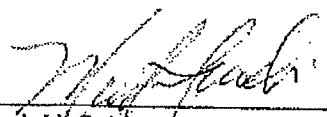
RESOLVED FURTHER, that the Company may, in the discretion of its members authorized herein, pursue annexation of the Property as an expedited annexation, as provided for in Ohio Revised Code Section 709.022, and in connection therewith may request the City of Athens, Ohio and the Board of Township Trustees of Athens Township, Athens County, Ohio to enter into an annexation agreement regarding the Property;

RESOLVED FURTHER, that the members of the Company authorize one of its members, Mark V. Snider, to sign the annexation petition, and all other documents said member deems appropriate for the purpose of accomplishing annexation, on behalf of the Company whenever authorization, execution, or a signature is required of the Company as owner of the Property;

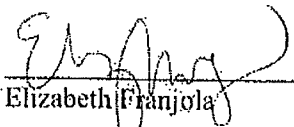
RESOLVED FURTHER, that the members of the Company appoint one of its members, Mark V. Snider, to act as its agent, as provided for by Ohio Revised Code Section 709.02, in all matters relating to the annexation;

RESOLVED FURTHER, that the members of the Company hereby ratify all actions previously taken by any member with respect to the annexation of the Property.

The members of the Company have hereby executed this unanimous written action on the date or dates shown below.

 11-19-2024

Mark V. Snider Date

 November 19, 2024

Elizabeth Franjola Date

34.874 Acres

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

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

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

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

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

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

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

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

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

CHARLES T. NEWMAN
8043
REGISTERED
PROFESSIONAL SURVEYOR

Legal Description Pre-Approval

APPROVED

All transfers are subject to
Athens County Conveyance Standards

Description Checked for
Mathematical Accuracy
Athens County
ENGINEER'S OFFICE

BY: *Browning*
DATE: 1/24/23

JAN 25 2023

Jill Thompson
Athens County Auditor

740-594-1884
FAX 740-594-9413

66 Elmwood Place
Athens, Ohio 45701

C. TIM NEWMAN
Professional Surveyor

Plat of Survey of 34.874 Acres.
Situate Ohio Company Purchase, Town 9, Range 14, Farm Lot 43,
Athens Township, Athens County, Ohio.
Deeded to: Frander Properties LLC, Official Record Book 600, pages 936-939.
Parcel A010010082100.

Basis of Bearings: Ohio State Plane Coordinate System, South Zone, NAD83
Survey References: Prior Surveys and Deeds as noted on Plat

Charles T. Newman
Charles T. Newman
Surveyed Jan. 2023



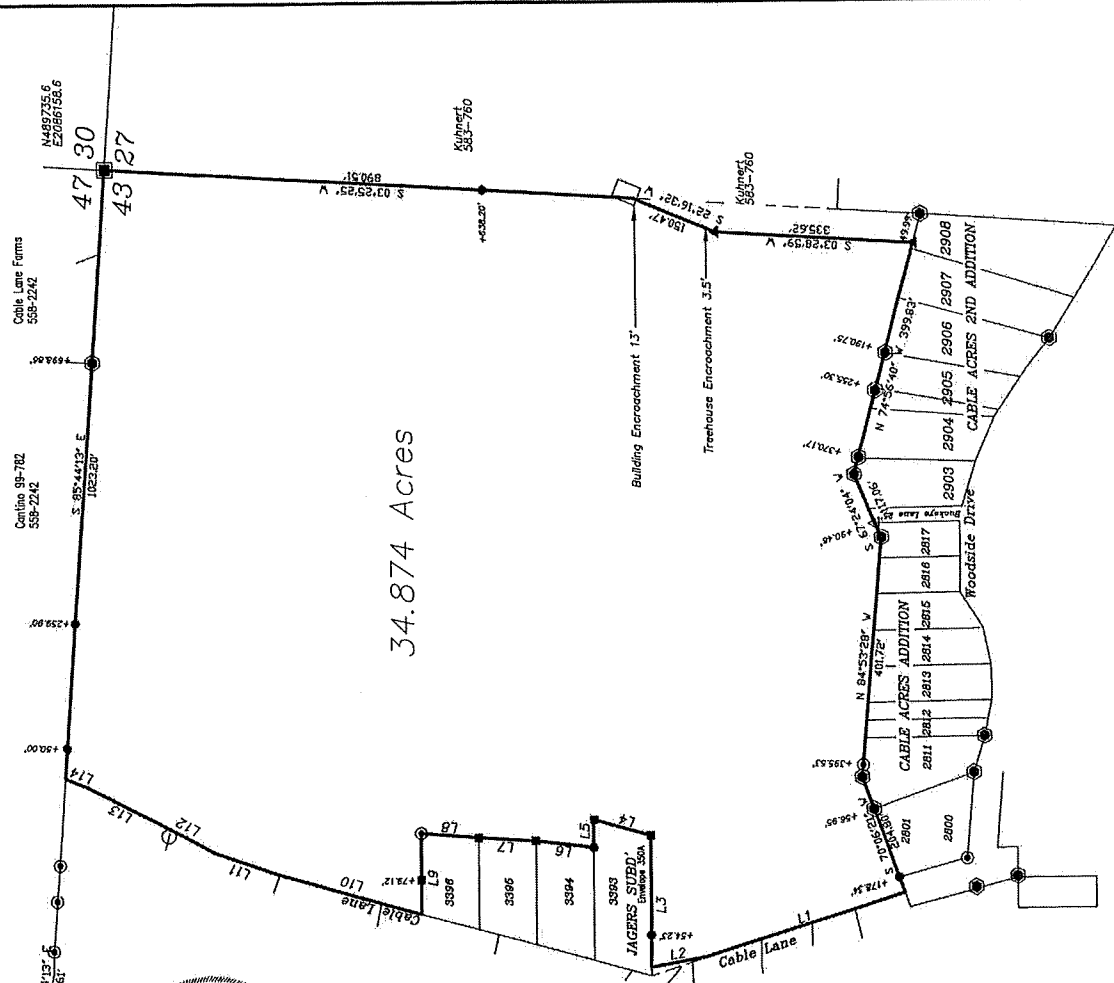
LINE TABLE		
LINE	BEARING	LENGTH
L1	N17°37'40"W	352.58'
L2	N10°25'58"W	95.10'
L3	S89°53'53"E	220.78'
L4	N15°33'24"E	100.52'
L5	N89°53'53"W	46.96'
L6	N16°37'07"E	97.22'
L7	N03°35'07"E	96.77'
L8	N14°43'07"E	96.90'
L9	N89°53'53"W	134.54'
L10	N15°21'31"E	248.15'
L11	N18°48'23"E	116.39'
L12	N28°29'04"E	84.10'
L13	N27°25'21"E	155.63'
L14	N21°42'54"E	39.50'

- One-Inch Square Steel
- ▲ Iron Pin Found capped England
- ▲ Iron Pin Found capped Highland
- Iron Pin Found #5 Rebar
- Iron Pin Set capped Newman
- Stone Found
- One-Inch OD Pipe Found
- Iron Pin Found capped Buckley

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

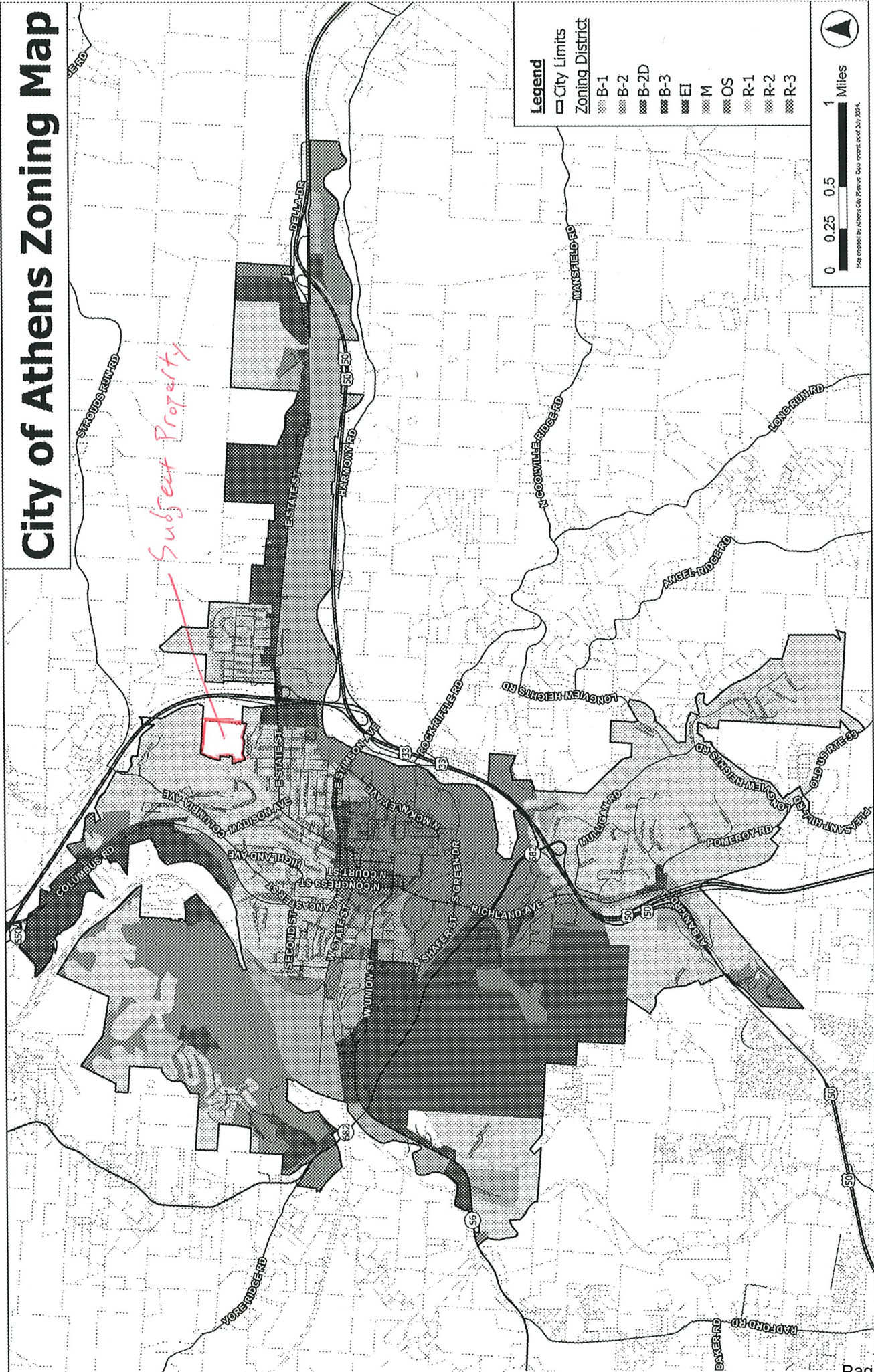


Description Checked for
Mathematical Accuracy
Athens County

ENGINEER'S OFFICE

BY: *Charles T. Newman*
DATE: 1/24/23

City of Athens Zoning Map



List of Parcels in Area to be Annexed and Adjacent Territory

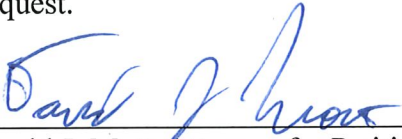
Parcel #	Street Address	Owner Name	Owner Mailing Address
Parcels Within Territory Proposed for Annexation:			
A010010082100	0 CABLE LN	Frander Properties LLC	PO Box 1047, Athens OH 45701
Parcels Adjacent to Territory Proposed for Annexation:			
A028280013300	0 N MAY AVE	Daniel S. Stroh and Jessica J. Stroh, Trustees	29 N. May Avenue, Athens, OH 45701
A028280013400	29 & 1/2 N MAY AVE	Daniel S. Stroh and Jessica J. Stroh, Trustees	29 N. May Avenue, Athens, OH 45701
A028280013500	0 N MAY AVE	Daniel S. Stroh and Jessica J. Stroh, Trustees	29 N. May Avenue, Athens, OH 45701
A028280013600	2 CABLE LN	Craig S. Nunemaker and Megan Nunemaker	2 Cable Lane, Athens, OH 45701
A028220000100	4 CABLE LN	Karl J. Koch and Eileen M. Koch	4 Cable Lane, Athens, OH 45701
A028220000200	8 CABLE LN	Michael L. Lincoln	8 Cable Lane, Athens, OH 45701
A028220000400	0 CABLE LN	Virginia A. Richey	5191 Rhoric Road, Athens, OH 45701
A028220000500	12 CABLE LN	Virginia A. Richey	5191 Rhoric Road, Athens, OH 45701
A0282200003100	7 CABLE LN	Neil Reinhardt and Sherri Reinhardt	604 Sportsman Park Drive, Seffner, FL 33584
A028220000300	9 CABLE LN	Susan S. Maiden	2330 Sawmill Place Boulevard, Apt. 32S, Columbus, OH 43235

A0282200002900	11 CABLE LN	Raymie E. McKerrow and Gayle D. McKerrow	11 Cable Lane, Athens, OH 45701
A0282200002800	0 CABLE LN	Raymie E. McKerrow and Gayle D. McKerrow	11 Cable Lane, Athens, OH 45701
A0282200000600	16 CABLE LN	Kathleen L. Espinosa	16 Cable Lane, Athens, OH 45701
A0282200000700	0 CABLE LN	Kathleen L. Espinosa	16 Cable Lane, Athens, OH 45701
A0282200000800	18 CABLE LN	Rosemary Rossiter, Trustee	6610 Masefield St., Worthington, OH 43085
A0282200000900	20 CABLE LANE	William P. Alexy and Marilyn K. Zwayer	20 Cable Lane, Athens, OH 45701
A028220001000	24 LN CABLE	Christoph Hanisch and Medea Loibl	24 Cable Lane, Athens, OH 45701
A028220001100	30 CABLE LN	Anurag Gupta and Anna Shoup	30 Cable Lane, Athens, OH 45701
A028220002600	33 CABLE LN	Philip D. Cantino and Heather Berman	33 Cable Lane, Athens, OH 45701
A028220002300	39 CABLE LN	Cable Lane Farms Inc.	6 S. Court Street, Athens, OH 45701
A010010087900	0 CABLE LANE	Cable Lane Farms Inc.	6 S. Court Street, Athens, OH 45701
A010010088100	20 MCGUFEY LANE	Aaron Kuhnert and Courtney Kuhnert, Trustees	20 McGuffey Lane, Athens, OH 45701
A010010082101	0 CABLE LANE	Aaron Kuhnert and Courtney Kuhnert, Trustees	20 McGuffey Lane, Athens, OH 45701

A028290000100	0 N MAY AVE	Thomas E. Davis and Vickie C. Davis	30 N. May Avenue, Athens, OH 45701
A028290000200	30 N MAY AVE	Thomas E. Davis and Vickie C. Davis	30 N. May Avenue, Athens, OH 45701
A028290000300	2 WOODSIDE DR	Deborah S. Lowe	2 Woodside Drive, Athens, OH 45701
A028290000400	0 WOODSIDE DR	Deborah S. Lowe	2 Woodside Drive, Athens, OH 45701
A028290000500	0 WOODSIDE DR	Patrick Flanigan	4 Woodside Drive, Athens, OH 45701
A028290000600	0 WOODSIDE DR	Patrick Flanigan	4 Woodside Drive, Athens, OH 45701
A028290000700	4 WOODSIDE DR	Patrick Flanigan	4 Woodside Drive, Athens, OH 45701
A028290000800	6 WOODSIDE DR	Jacob Snyder	6 Woodside Drive, Athens, OH 45701
A028290000900	8 WOODSIDE DR	Christy Bradford and Lisa McConnell	6986 Union Street, Guysville, OH 45735
A028290001000	10 WOODSIDE DR	CCDG Design & Real Estate LLC	10980 Northpoint Drive, Athens, OH 45701
A028290001100	0 WOODSIDE DR	CCDG Design & Real Estate LLC	10980 Northpoint Drive, Athens, OH 45701
A028290001200	0 WOODSIDE DR	Darm Investments LLC	12 Woodside Drive, Athens, OH 45701
A028290001300	12 WOODSIDE DR	Darm Investments LLC	12 Woodside Drive, Athens, OH 45701
A028290001400	0 WOODSIDE DR	Darm Investments LLC	12 Woodside Drive, Athens, OH 45701
A028290001500	0 WOODSIDE DR	Lynne Francisco	14 Woodside Drive, Athens, OH 45701
A028290001600	14 WOODSIDE DR	Lynne Francisco	14 Woodside Drive, Athens, OH 45701
A028290001700	0 WOODSIDE DR	Thomas A. Reid	14 Woodside Drive, Athens, OH 45701
A028290001800	20 WOODSIDE DR	Thomas A. Reid	14 Woodside Drive, Athens, OH 45701

Annexation Agreement Between City of Athens, Ohio and Athens Township, Athens County, Ohio

I hereby certify that the attached Annexation Agreement is a true and accurate copy of the original executed Agreement, which original is in my possession and shall be provided upon request.



David J. Mott, Attorney for Petitioner and Agent

RECORD OF ORDINANCES

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

Ordinance No. **0-89-24**

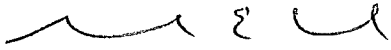
Passed **October 7, 20 24**

Introduced by Alan Swank, Chair
Planning & Development Committee

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

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

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



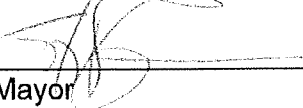
President of Council

ATTEST:



Clerk of Council

APPROVED:



Mayor

RESOLUTION 08-13-2024 A

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

Dated as of August 13, 2024

ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

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

ARTICLE 1

ANNEXATION OF ANNEXATION PARCEL AND LIMITATIONS

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

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

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

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

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

ARTICLE 2

SERVICES

Section 2.1. Contribution of Services.

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

ARTICLE 3

TERM OF AGREEMENT

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

ARTICLE 4

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

Section 4.8. No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent, or employee of any Party shall be liable personally by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

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

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

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

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

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

Section 4.13. Notices. All notices, demands, requests, consents, or approvals given, required, or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a generally recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at:

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

With a copy simultaneously sent or delivered to:

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

(b) The City at:

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

With a copy simultaneously sent or delivered to:

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

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

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

Section 4.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

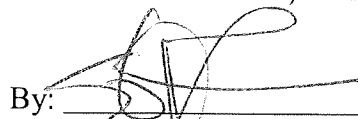
Section 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes, and other matters in question between the Parties or their respective agents and employees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

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

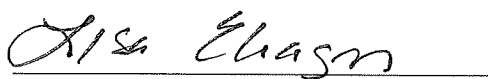
ATTEST:


Debbie Walker
Athens City Council Clerk

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

By: 
Steve Patterson
Mayor

APPROVED AS TO FORM:

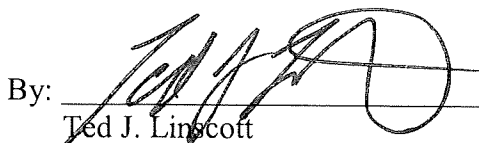

Lisa Eliason
City of Athens Law Director


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

ATTEST:


Brenda Cox
Athens Twp. Fiscal Officer

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

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

ATTACHMENT A

ANNEXATION AGREEMENT

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

Parcel Number:

A01-00100821-00

Legal Description

34.874 Acres

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

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

- 1.) Thence S03°25'25"W 890.51 feet along a common boundary to Kuhnert 583-760 to a point, passing an iron pin set at 638.20 feet;
- 2.) Thence S22°16'32"W 150.47 feet along said common boundary to an iron pin found capped Highland;
- 3.) Thence S03°28'59"W 335.62 feet along said common boundary to an iron pin found capped Highland;
- 4.) Thence N74°56'40"W 399.83 feet along a common boundary with the north line of the Cable Acres 2nd Addition to a one-inch diameter pipe found, passing other one-inch diameter pipes found at 190.75 feet, 255.30 feet, and at 370.17 feet;
- 5.) Thence S67°24'04"W 117.06 feet to a one-inch diameter pipe found, passing an iron pin found at 90.46 feet capped England at the northeast corner of Lot 2817 of Cable Acres Addition;
- 6.) Thence N84°53'28"W 401.72 feet along the north line of the Cable Acres Addition to one-inch diameter pipe found, passing a #5 rebar found at 395.53 feet;
- 7.) Thence S70°06'21"W 204.80 feet along the north line of the Cable Acres Addition to a point in the center of Cable Lane, passing a one-inch diameter pipe found at 56.95 feet, and an iron pin set at 178.34 feet;
- 8.) Thence N17°37'40"W 352.58 feet to a point in the center of Cable Lane;
- 9.) Thence N10°25'58"W 95.10 feet to a point in the center of Cable Lane;
- 10.) Thence S89°05'53"E 220.78 feet along the south boundary of Lot 3393 of the Jagers Subdivision to a one-inch diameter square steel found, passing an iron pin set at 54.23 feet;
- 11.) Thence N15°33'24"E 100.52 feet along the east line of Lot 3393 to a one-inch diameter square steel found;
- 12.) Thence N89°53'53"W 46.96 feet along the north line of Lot 3393 to an iron pin set;
- 13.) Thence N06°37'07"E 97.22 feet along the east line of Lot 3394 to a one-inch diameter square steel found;
- 14.) Thence N03°35'07"E 96.77 feet along the east line of Lot 3395 to a one-inch diameter square steel found;
- 15.) Thence N04°43'07"E 96.90 feet along the east line of Lot 3396 to a #5 rebar found;
- 16.) Thence N89°53'53"W 134.54 feet along the north line of Lot 3396 to a point in the center of Cable Lane, passing a one-inch diameter square steel found at 79.12 feet;
- 17.) Thence N15°21'31"E 248.15 feet to a point in the center of Cable Lane;
- 18.) Thence N18°48'23"E 116.39 feet to a point in the center of Cable Lane;
- 19.) Thence N28°29'04"E 84.10 feet to a point in the center of Cable Lane;
- 20.) Thence N27°25'21"E 155.63 feet to a point in the center of Cable Lane;
- 21.) Thence N21°42'54"E 39.50 feet to a point in the center of Cable Lane;
- 22.) Thence S85°44'13"E 1023.20 feet along a common boundary to Cantino 99-782, and Cable Lane Farms 558-2242, (passing an iron pin set at 50.00 feet, passing an iron pin set at 259.90 feet, and passing a one-inch diameter pipe found at 698.86 feet) to the point of beginning containing a total of 34.874 acres.

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

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

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

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

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

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

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

Description Checked for
Mathematical Accuracy
Athens County
ENGINEER'S OFFICE

BY: *[Signature]*
DATE: 1/24/23

JAN 25 2023

Jill Thompson
Athens County Auditor

ATTACHMENT B
ANNEXATION AGREEMENT

740-594-1884
FAX 740-594-8413

68 Elmwood Place
Athens, Ohio 45701

C. TIM NEWMAN

Professional Surveyor

147 NEWMAN

Plot of Survey of 34.874 Acres
Situate Ohio Company Purchase, Town 9, Range 14, Farm Lot 43,
Athens Township, Athens County, Ohio.
Decided to: Transfer Properties LLC, Official Record Book 500, pages 936-939
Parcel A010010087100

Books of Bearings Ohio State Plane Coordinate System, South Zone, NAD83
Survey Monumented After Survey and Decided as noted on Plat



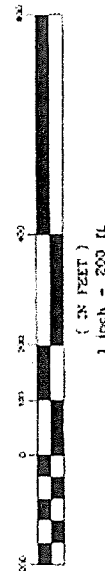
Charles I. Newman
Charles I. Newman
Surveyed Jan. 2023

LINE	BEARING	LENGTH
L1	N17°37'42"W	105.58'
L2	S10°22'28"W	92.12'
L3	S89°33'31"E	233.78'
L4	N15°32'24"E	100.50'
L5	N89°53'53"W	45.56'
L6	N05°37'07"E	97.32'
L7	N10°35'07"E	56.27'
L8	S04°43'01"E	96.60'
L9	N89°31'53"W	136.94'
L10	N33°23'31"E	248.15'
L11	N18°48'22"E	115.32'
L12	N28°29'04"E	84.00'
L13	N27°25'21"E	135.63'
L14	N21°42'54"E	39.50'

34.874 Acres

- One-inch Square Steel
- ▲ Iron Pin Found capped England
- ▲ Iron Pin Found capped Highland
- Iron Pin Found #5 Rebar
- Iron Pin Set capped Newman
- Stone Found
- One-inch OD Pipe Found
- Iron Pin Found capped Quakay

GRAPHIC SCALE



Deputy of Charles I. Newman
Athens County, Ohio
ENGINEER SURVEYOR
BY *Charles I. Newman*
DATE: *1/25/23*