



AGENDA
ATHENS CITY COUNCIL
MONDAY, MARCH 3, 2025 AT 7:00 PM

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

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

- 1. Establish Quorum**
- 2. Disposition of Minutes:**
 - Regular Session held February 18, 2025
- 3. Communications**
- 4. Reports and Communications from Other Elected Officials**
- 5. Ordinances for Third Reading:**

0-14-25

AN ORDINANCE AUTHORIZING THE ANNUAL PURCHASE OF WATER SOFTENING SALT FOR THE WATER TREATMENT PLANT.

Introduced by Council Member McCarey

0-16-25

AN ORDINANCE AUTHORIZING COMPENSATION FOR THE RECENTLY PROMOTED DIVERSION PROGRAM COORDINATOR IN MUNICIPAL COURT AT A RATE IN ACCORDANCE WITH ORDINANCE 117-24, THE NON-UNION PERSONNEL FRINGE BENEFITS PACKAGE, SECTION 22, PROMOTION.

Introduced by Council Member Risner

0-17-25

AN ORDINANCE CLOSING EAST UNION STREET BETWEEN COURT AND UNIVERSITY TERRACE ON SATURDAY, APRIL 5, 2025, FROM 7:00 A.M. TO 6:00 P.M. FOR THE INTERNATIONAL STREET FAIR.

Introduced by Council Member Spjeldnes

0-18-25

AN ORDINANCE SUSPENDING THE ENFORCEMENT OF ATHENS CITY CODE CHAPTER 11.04, VENDING, PEDDLING AND SOLICITING, TO ALLOW VENDING IN A

DESIGNATED AREA DURING THE INTERNATIONAL STREET FAIR.
Introduced by Council Member Spjeldnes

6. Ordinances for Second Reading:

0-08-25

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY, AND ENTER INTO CONTRACT FOR CONSTRUCTION OF THE REHABILITATION OF THE STIMSON AVENUE BRIDGE; AMENDING THE 2025 APPROPRIATION ORDINANCE 115-24, AND ORDINANCE 30-24, AUTHORIZING ENGINEERING SERVICES FOR SAID PROJECT #358.

Introduced by Council Member Spjeldnes

0-15-25

AN ORDINANCE AMENDING ORDINANCE 121-24; AUTHORIZING 2025 STAFFING LEVELS.

Introduced by the Finance & Personnel Committee

0-19-25

AN ORDINANCE ACCEPTING THE PETITION FOR ANNEXATION OF APPROXIMATELY 34.874 ACRES, OWNED BY FRANDER PROPERTIES, LLC, EAST OF CABLE LANE.

Introduced by Council Member Swank

0-20-25

AN ORDINANCE DESIGNATING THE ZONE FOR THE CABLE LANE ANNEXATION AREA.

Introduced by Council Member Swank

0-21-25

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO EXECUTE A PERPETUAL RIGHT-OF-WAY UTILITY EASEMENT WITH FRANDER PROPERTIES, LLC, ON PROPERTY ANNEXED INTO THE CITY ON CABLE LANE.

Introduced by Council Member Swank

0-23-25

AN ORDINANCE AMENDING THE 2025 APPROPRIATION ORDINANCE 115-24.

Introduced by Council Member Risner

0-24-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT FOR THE MANSFIELD HOUSE; AND DECLARING AN EMERGENCY.

Introduced by Council Member Risner

7. Ordinances for First Reading:

0-25-25

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 145 GROSVENOR STREET FOR CONSTRUCTION OF A WOODEN FENCE THAT CROSSES

AN UNUSED CITY ALLEYWAY.
Introduced by Council Member Swank

0-26-25

AN ORDINANCE AMENDING THE 2025 APPROPRIATION ORDINANCE, 115-24, AND AMENDING ORDINANCE 127-23, AUTHORIZING DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING OF THE DAIRY LANE/STAGECOACH SEWER AS PART OF THE CITY/COUNTY SEWER EXPANSION (PROJECT (#317).

Introduced by Council Member McCarey

0-27-25

AN ORDINANCE AMENDING ORDINANCE 33-24; AUTHORIZING A CITY FIBER NETWORK, PROJECT #347.

Introduced by Council Member McCarey

0-28-25

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2025 ENERGIZED COMMUNITY GRANT(S) FUNDS.

Introduced by Council Member Risner

8. One-Reading Resolutions:

- **R-01-25**

A RESOLUTION CALLING FOR THE CITY OF ATHENS TO BE DECLARED A SAFE HAVEN FOR INDIVIDUALS SEEKING GENDER-AFFIRMING HEALTHCARE; AND REQUESTING THE ADMINISTRATION ADOPT POLICIES TO FURTHER THE CITY'S ROLE AS A GENDER-AFFIRMING HEALTHCARE SAFE HAVEN.

Introduced by Council Member Wood

- **R-02-25**

A RESOLUTION OF THE CITY OF ATHENS, OHIO, DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS.

Introduced by All Council Members

9. Announcements & Other Business:

- Motion to Accept the January 2025 Financial Reports
Motion to Accept the January 2025 Credit Card Transactions

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

11. 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.

0-14-25

Introduced by Micah McCarey, Chair
City & Safety Services Committee

**AN ORDINANCE AUTHORIZING THE ANNUAL PURCHASE OF WATER
SOFTENING SALT FOR THE WATER TREATMENT PLANT.**

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

SECTION I: The Service-Safety Director is hereby authorized to advertise and accept bids, where necessary, and enter into contract with the lowest and best bidder for the purchase of the City's annual water softening salt for the Water Treatment Plant.

SECTION II: The Service-Safety Director is hereby authorized to expend up to One Hundred Ninety Thousand Two Hundred Forty-Four Dollars (\$190,244.00), from Water Fund, Plant, 740.637, T.C. 300, for said purchase.

SECTION III: 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

0-16-25

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING COMPENSATION FOR THE RECENTLY PROMOTED DIVERSION PROGRAM COORDINATOR IN MUNICIPAL COURT AT A RATE IN ACCORDANCE WITH ORDINANCE 117-24, THE NON-UNION PERSONNEL FRINGE BENEFITS PACKAGE, SECTION 22, PROMOTION.

WHEREAS, the new Diversion Program Coordinator was promoted to this position after the pay rate for this position was approved by the Council;

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

SECTION I: In accordance with the Non-Union Personnel Fringe Benefits Package, Ordinance 117-24, Section 22 (A)(1), Promotion, Lateral Transfer, and Demotion of New Hires and Current Employees, Athens City Council does hereby authorize compensation at a rate higher than 10% for the recently promoted Diversion Program Coordinator in Municipal Court, from \$19.89 to \$22.00, and that the new pay rate will be made retroactive to the first pay period in 2025.

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

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

0-17-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE CLOSING EAST UNION STREET BETWEEN COURT AND UNIVERSITY TERRACE ON SATURDAY, APRIL 5, 2025, FROM 7:00 A.M. TO 6:00 P.M. FOR THE INTERNATIONAL STREET FAIR.

WHEREAS, a request has been received from the Ohio University International Student Union, to close a portion of East Union Street in order that the International Street Fair may be held;

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

SECTION I: The Mayor and Service-Safety Director are hereby authorized, at their discretion, to implement the following:

- Close East Union Street, between Court and University Terrace to vehicular traffic in the City of Athens from 7:00 a.m. to 6:00 p.m. on Saturday, April 5, 2025, for the International Street Fair, except for necessary fire lanes at the intersections, and any other essential streets, deemed necessary, for effective and safe management of this event.
- Ban public parking on East Union Street in the City of Athens between Court and University Terrace on Saturday, April 5, 2025, from 6:00 a.m. to 7:00 p.m. for the International Street Fair.
- Employ, as necessary, uniformed members of the Athens City Police Department and other City employees to preserve peace and public order.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-18-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE SUSPENDING THE ENFORCEMENT OF ATHENS CITY CODE CHAPTER 11.04, VENDING, PEDDLING AND SOLICITING, TO ALLOW VENDING IN A DESIGNATED AREA DURING THE INTERNATIONAL STREET FAIR.

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

SECTION I: The enforcement of Athens City Code Chapter 11.04, Vending, Peddling and Soliciting, is hereby suspended as follows:

- on Saturday, April 5, 2025, from 7:00 a.m. to 6:00 p.m., to allow vending in the designated International Street Fair street closure area, as determined appropriate by the Administration.

SECTION II: Prospective vendors shall register their name, address and items to be vended with the Code Enforcement Office on or before two (2) business days prior to the listed events, by 2:00 p.m. Vendors shall be entitled to vending spots on a first come basis, as determined by the Code Enforcement Office. Vendors must comply with all rules and regulations established by the Office of Code Enforcement.

SECTION III: Vending shall be subject to the following:

- those vendors currently holding a license to vend on East Union Street shall be allowed to continue to operate, at a time and location determined by the Service-Safety Director and the event organizer;
- a fee of \$25.00 per vendor and food license permit from the Athens City-County Health Department shall be established for all others per trailer, and paid to the City of Athens Code Enforcement Office; and
- any such additional administrative rules and regulations as may be established by the Service-Safety Director.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-08-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY, AND ENTER INTO CONTRACT FOR CONSTRUCTION OF THE REHABILITATION OF THE STIMSON AVENUE BRIDGE; AMENDING THE 2025 APPROPRIATION ORDINANCE 115-24, AND ORDINANCE 30-24, AUTHORIZING ENGINEERING SERVICES FOR SAID PROJECT #358.

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

SECTION I: The Service-Safety Director is hereby authorized to advertise, accept bids, where necessary, and enter into contract for construction of the rehabilitation of the Stimson Avenue Bridge, Project #358.

SECTION II: The 2025 Appropriation Ordinance 115-24 is hereby amended by appropriating from the unappropriated balance the following sums:

Four Million Four Hundred Seventy Thousand Five Hundred Ninety and 19/100 Dollars (\$4,470,590.19) to Small Cities ODOT Fund, 589, T.C. 500; and

One Million Two Hundred Four Thousand Three Hundred Nine and 81/100 Dollars (\$1,204,309.81) to Street Rehab Fund, 572, T.C. 500, and increasing the total appropriations by said amounts.

SECTION III: Section II of Ordinance 30-24 is hereby amended to read as follows:

Section II: The Service-Safety Director is further authorized to expend up to **Six Million Two Hundred Fifty-Four Thousand Nine Hundred and Dollars (\$6,254,900.00)** as follows:

Four Million Four Hundred Seventy Thousand Five Hundred Ninety and 19/100 Dollars (\$4,470,590.19) to Small Cities ODOT Fund, 589, T.C. 500, and

~~Five Hundred Eighty Thousand Dollars (\$580,000.00) Eight Hundred Thirty Thousand Dollars (\$830,000.00)~~ One Million Seven Hundred Eight-Four Thousand Three Hundred Nine and 91/100 Dollars (\$1,784,309.81) from Street Rehabilitation Fund, 572, T.C. 500, for said Project (#358).

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

0-15-25

Introduced by the Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 121-24; AUTHORIZING 2025 STAFFING LEVELS.

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

SECTION I: Effective the first pay period in 2025, authorized staffing levels in the Municipal Court are hereby amended to read as follows:

FUND		DEPARTMENT	POSITION	F.T.E.
101.106	General	Muni. Court	Clerk of Court	0.6
101.106	General	Muni. Court	Probation Officer	0.5 1
237.106	DUI Court	Muni. Court	Probation Officer	0.5
237.106	DUI Court	Muni. Court	Diversion Program Coordinator	0.5
235.106	Court CCA	Muni. Court	Intensive Probation Officer	1
232.106	Underage Drinkers	Muni. Court	Diversion Program Coordinator	0.75 0.62
101.106	General	Muni. Court	Diversion Program Coordinator	0.75 0.63
101.106	General	Muni. Court	Court Administrator	1
101.106	General	Muni. Court	Court Reporter	1
101.106	General	Muni. Court	Court Security	1

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-19-25

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE ACCEPTING THE PETITION FOR ANNEXATION OF
APPROXIMATELY 34.874 ACRES, OWNED BY FRANDER PROPERTIES, LLC,
EAST OF CABLE LANE.

WHEREAS, a petition for annexation of approximately 34.874 acres was filed
by Frander Properties, LLC; and

WHEREAS, Ordinance 89-24 authorized the Mayor to enter into an annexation
agreement with the Athens Township Trustees for said property; and

WHEREAS, the Board of Commissioners of Athens County has released said
acreage for annexation into the City of Athens; and

WHEREAS, sixty (60) days from the date of the filing have now lapsed in
accordance with Section 709.04 of the Ohio Revised Code; and

WHEREAS, the City has agreed to provide City water, sewer, fire and police
services immediately upon successful completion of the annexation process;

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

SECTION I: The petition for annexation of approximately 34.874 acres, owned
by Frander Properties, LLC, and located east of Cable Lane, situated in Athens
County, Athens Township, Town 9, Range 14, Farm Lot 43. Said 34.874 acres, more
or less, are contained in Auditor's Parcel Number #A01-00100821-00, as recorded in
Official Record Book 600, Pages 936-939, of the Athens County Recorder's Office,
and in accordance with the map attached hereto, is hereby accepted in the City of
Athens.

SECTION II: The Clerk of Athens City Council is hereby authorized to make
three (3) copies of the petition, the plat accompanying the petition, the transcript of the
proceedings of the Athens County Commissioners, and this Ordinance with a
certificate to each copy that it is correct and to deliver one copy to the Athens County
Recorder, one copy to the Athens County Auditor, and one copy to the Secretary of
the State of Ohio.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

740-594-1884
FAX 740-594-8413

88 Elmwood Place
Athens, Ohio 45701

C. TIM NEWMAN

Professional Surveyor

Plot of Survey of 34.874 Acres.
Situate Ohio Company Purchase, Town 9, Range 14, Form Lot 43.
Athens Township, Athens County, Ohio.
Decided to: Transfer Property LLC, Official Record Book 600, pages 936-939.
Parcel A010010097100.

Base of Bearings: Ohio State Plane Coordinate System, South Zone, NAD83
Survey Method: Prior Surveys and Deeds as noted on Plot



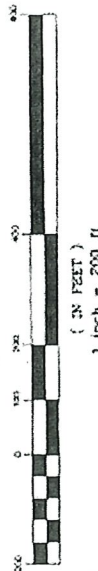
Charles F. Newman
Charles F. Newman
Surveyed Jan. 2025

LINE	BEARING	LENGTH
L1	N17°37'42"W	105.88'
L2	N87°27'28"W	50.30'
L3	S89°53'53"E	230.78'
L4	N83°33'24"E	100.50'
L5	N89°53'53"W	45.66'
L6	N05°37'07"E	97.02'
L7	N01°35'03"E	96.27'
L8	N04°43'07"E	96.90'
L9	N89°53'53"W	131.92'
L10	N35°27'37"E	248.15'
L11	N86°48'22"E	115.29'
L12	N88°29'04"E	84.10'
L13	N87°25'21"E	175.63'
L14	N01°42'54"E	39.50'

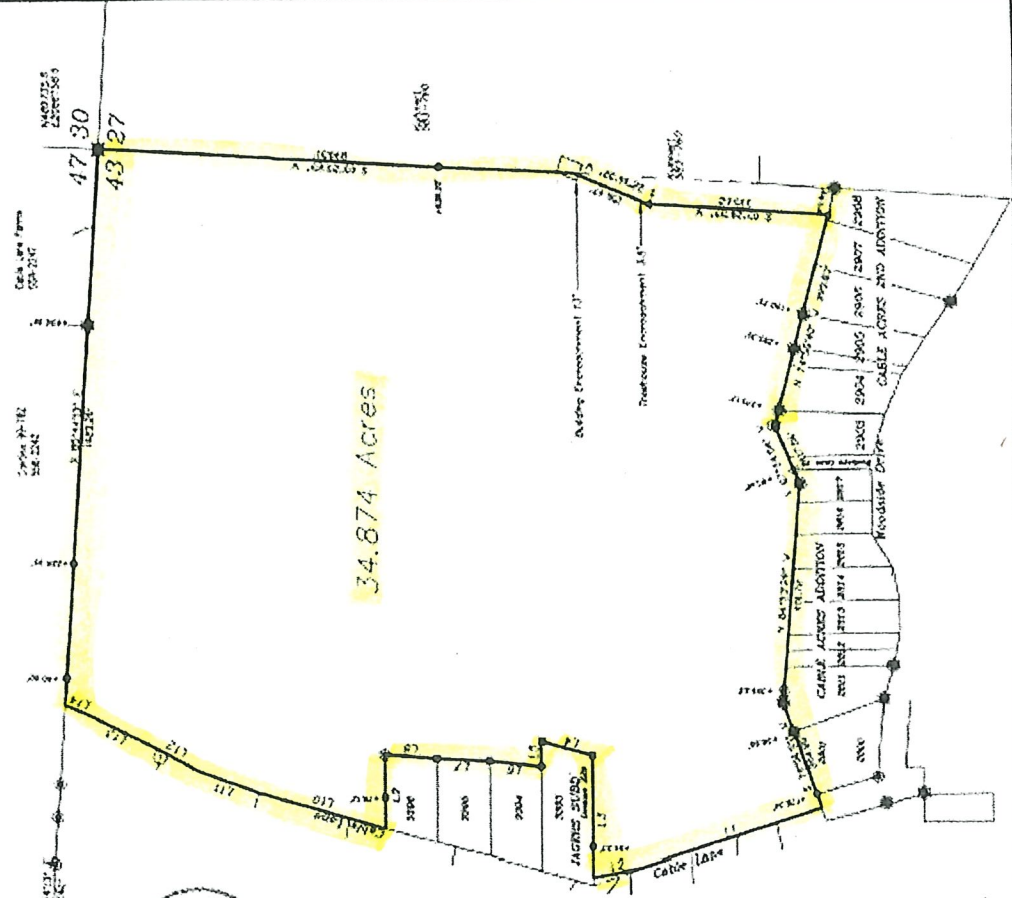
34.874 Acres

- One-inch Square Steel
- ▲ Iron Pin Found capped England
- ▲ Iron Pin Found capped Highland
- Iron Pin Found #3 Rebar
- Iron Pin Set capped Newman
- Stone Found
- One-inch OD Pipe Found
- Iron Pin Found capped Buckley

GRAPHIC SCALE



Deputy Charles F. Newman
Athens County
Professional Engineer
DATE: 1/24/25



0-20-25

Introduced by Alan Swank, Chair
Planning Development Committee

AN ORDINANCE DESIGNATING THE ZONE FOR THE CABLE LANE ANNEXATION AREA.

WHEREAS, on February 5, 2025, the Athens City Planning Commission recommended the Cable Lane annexation area be zoned R-1; and

WHEREAS, the Athens City Council has scheduled a public hearing on March 10, 2025, to discuss designating the zone for the annexation area;

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

SECTION I: The approximately 34.874 acres of the Cable Lane annexation area is hereby zoned R-1.

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

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

0-21-25

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO EXECUTE
A PERPETUAL RIGHT-OF-WAY UTILITY EASEMENT WITH FRANDER
PROPERTIES, LLC, ON PROPERTY ANNEXED INTO THE CITY ON CABLE LANE.

WHEREAS, Ordinance 19-25 annexed approximately 34.874 acres, owned by
Frander Properties, LLC, East of Cable Lane;

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

SECTION I: Athens City Council does hereby authorize the Service-Safety
Director to execute a perpetual right-of-way utility easement with Frander Properties,
LLC, with the right to erect, construct, install, and lay, and thereafter use, operate,
inspect, repair, maintain, replace, and remove utility lines, including without limitation a
water line, a sanitary sewer line and a storm sewer line, together with other necessary
equipment, in accordance with the map attached hereto and incorporated herein by
reference.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

RIGHT-OF-WAY EASEMENT

Frander Properties LLC, an Ohio limited liability company ("Grantor"), for valuable consideration received, hereby grants to the **City of Athens, Ohio** ("Grantee") a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove utility lines, including without limitation a water line, a sanitary sewer line, and a storm sewer line, together with other necessary equipment over, across, and through the following described land of Grantor:

Being a strip of land 200 feet in width lying immediately adjacent to and south of Grantor's northern property line, as shown on the attached plat.

Subject to easements, rights of way, reservations, restrictions, conditions, covenants, and leases of record.

Grantor's Parcel ID No.: A010010082100

Last Transfer: Volume 600, Page 936, Official Records of Athens County, Ohio.

In consideration of this grant, Grantee agrees to restore said easement premises in the approximate prior condition after laying, repairing, or maintaining said utility lines and agrees to compensate Grantor for all damages caused by virtue thereof, *provided* that Grantee shall have no obligation to replace or compensate Grantor for trees or other vegetation removed in furtherance of the purposes of this easement, except to seed grass or take such other preventive or remedial steps as may be reasonably necessary to reduce erosion and slippage. At Grantor's option, Grantee shall allow Grantor not less than thirty (30) days to remove trees identified by Grantee, or Grantee shall cut said trees and leave them on Grantor's property at a mutually acceptable location, which cut trees shall remain the property of Grantor. Grantee shall not clearcut the easement premises. Grantee covenants to maintain the easement premises in good repair so that no unreasonable damage will result from its use to the adjacent land of Grantor, its successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns.

EXECUTED this _____ day of _____, 2025.

Frander Properties LLC

By: Elizabeth Franjola, Member

By: Mark V. Snider, Member

STATE OF OHIO, COUNTY OF ATHENS, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Elizabeth Franjola and Mark V. Snider, Members of Frander Properties LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public

(seal)

My commission expires:

City of Athens, Ohio

By:

STATE OF OHIO, COUNTY OF ATHENS, SS:

The foregoing instrument was acknowledged before this ____ day of _____, 2025 by _____, _____ of the City of Athens, Ohio.

Notary Public

(seal)

My commission expires:

THIS INSTRUMENT PREPARED BY:

David J. Mott, Attorney at Law
MOLICA GALL SLOAN & SILLERY CO. LPA
35 North College Street
Athens, Ohio

C. TIM NEWMAN
Professional Surveyor

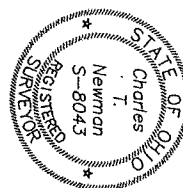
66 Elmwood Place
Athens, Ohio 45701

740-594-1884
FAX 740-594-9413

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.

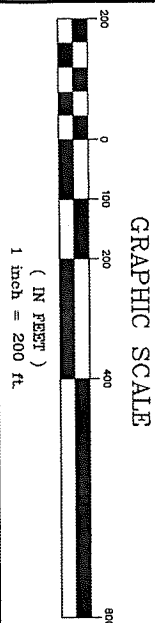
Basis of Bearings: Ohio State Plane Coordinate System, South Zone, NAD83
Survey References: Prior Surveys and Deeds as noted on Plat

Charles T. Newman
Surveyed Jan. 2023



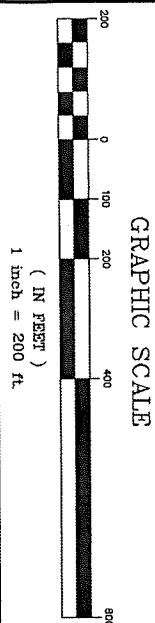
LINE	BEARING	LENGTH
L1	N17°37'40"W	352.58'
L2	N10°25'58"W	95.10'
L3	S89°53'53"E	220.78'
L4	N15°33'24"E	100.52'
L5	N89°53'53"W	46.96'
L6	N05°37'07"E	97.22'
L7	N03°35'07"E	96.77'
L8	N04°43'07"E	96.90'
L9	N89°53'53"W	134.54'
L10	N15°21'31"E	248.15'
L11	N18°48'23"E	116.39'
L12	N28°29'04"E	84.10'
L13	N27°25'21"E	155.63'
L14	N21°42'54"E	39.50'

L12 2109 easement



- 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.



0-23-25

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2025 APPROPRIATION ORDINANCE 115-24.

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

SECTION I: The 2025 Appropriation Ordinance 115-24 is hereby amended by appropriating from the unappropriated balance the sum of Ten Thousand Dollars (\$10,000.00) to Indigent Drivers (Alcohol) Fund, 260, T.C. 200-300, to cover the expenses of the driver intervention programs, and increasing the total appropriations by said amount.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-24-25

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT FOR THE MANSFIELD HOUSE; AND DECLARING AN EMERGENCY.

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

SECTION I: The Mayor is hereby authorized to enter into a lease agreement for the Mansfield House with the Athens County Convention & Visitors Bureau beginning January 2, 2025, and continuing month-to-month thereafter until terminated, a copy of the lease 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 tenant is currently occupying the premises without a lease, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

Lease Agreement

This Lease Agreement is entered into as of _____, 2025, by and between the City of Athens (“Landlord”) and The Athens County Convention and Visitors Bureau (“Tenant”).

Upon the terms and subject to the conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord, the real property described as:

“The Mansfield House”
667 E. State Street
Athens, OH 45701
Parking – Space for 12 cars

together with all improvements now or hereafter located thereon and all appurtenances and privileges related thereto, all of which area is hereinafter referred to as the “Premises” and further subject to all restrictions of record, City Ordinances, and historic preservation guidelines.

Section 1: Lease Term. This lease shall create a month-to-month tenancy beginning on January 2, 2025, and continuing month-to-month thereafter until terminated. Either party may terminate this lease by providing at least 30 days’ written notice to the other party prior to the end of any monthly term. Notice of termination must be delivered personally or sent by certified mail, return receipt requested, to the other party at the address provided in Section 14.

Section 2. Rent. The annual rent for the lease term shall be \$20,000, payable in equal monthly installments of \$1,666.66, each in advance of the first day of each calendar month throughout the lease term. If the lease term commences on a day other than the first day of a calendar month, the first month’s rent shall be adjusted accordingly. Tenant shall pay the rent at the Office of the Landlord, c/o City Auditor, in Athens Ohio, or to such other place in said City as the Landlord may hereinafter designate in writing.

Section 3. Use of Premises. Tenant’s use of the Premises shall be in a lawful, careful, safe, and proper manner, and Tenant shall carefully preserve, protect, control and guard the same from damage. Tenant shall not use the parking area or ingress and egress area of the Premises in an unreasonable manner so as to interfere with the normal flow of traffic or the use of such area by visitors to property adjacent to the Premises. Tenant shall occupy and use said premises for the purpose of the Athens County Convention and Visitors Bureau. This rental agreement shall be forfeited if said premises cease to be used for the offices of the Athens County Convention and Visitors Bureau.

Section 4. Taxes and Assessments. Tenant shall pay all real estate taxes and assessments becoming due and payable with respect to the Premises during the lease term and any extension thereof, and all taxes or other charges imposed during the lease term or any extension thereof with respect to any business conducted on the Premises by Tenant or any personal property used by Tenant in connection therewith.

Section 5. Utilities. Tenant shall promptly pay, or cause to be paid all charges incurred for all utility services furnished to the Premises, including without limitation: telephone service, cable, internet, sanitary sewer, water, natural gas, and electricity. Tenant shall also provide replacement light bulbs and tubes and pay for all maintenance of all utilities during the lease term and any extension thereof.

Landlord shall have no responsibility or liability for the failure of any public or private utility to supply sufficient or adequate utility services to the Premises.

Section 6. Compliance with Laws. If any law, ordinance, order, rule or regulation is passed or enacted by any governmental agency or department having jurisdiction over the Premises or Tenant's use of the same which requires Tenant to modify or alter its operations or use of the Premises, this Lease shall in no way be affected and Tenant shall, at its sole cost and expense, promptly comply with such law, ordinance, order, rule or regulation.

~~**Section 7. Maintenance and Repairs.**~~ Tenant shall, at its sole cost and expense, keep and maintain the Premises, including without limitation, the roof, exterior, foundation, structural and operational parts (cooling, heating, air conditioning, plumbing equipment and fixtures), paving and landscaping, snow and ice removal, interior maintenance (floors, doors, toilets, light replacements, etc.), and all other elements or systems of the Premises, in a condition and repair similar to its original condition and repair, reasonable wear and tear excepted. Replacement and repair parts, materials, and equipment used by Tenant to fulfill its obligations hereunder shall be a quality equivalent to those initially installed within the Premises. All repair and maintenance work shall be done in accordance with the then existing federal, state, and local laws, regulations and ordinances pertaining thereto. Landlord shall have no obligation whatsoever with respect to the maintenance and repair of the Premises.

Section 8. Indemnity and Insurance. Tenant shall indemnify Landlord for, defend Landlord against, and save Landlord harmless from any liability, loss, cost, injury, damage, or other expense that may occur or be claimed by or with respect to any person or property on or about the Premises resulting from the use, misuse, occupancy, possession, or unoccupancy of the Premises by Tenant, its agents, employees, licensees, invitees or guests. Except where any loss, cost, injury or damage is the result of Landlord's sole fault or negligence, Landlord shall not have any liability for any loss, cost, injury or damage to the Premises, to Tenant or Tenant's employees, agents, licensees, invitees or guests or to any property of such persons. Landlord shall not be responsible or liable for loss or damage to the contents of any improvements on the Premises, regardless of who owns the contents and regardless of how or by whom the loss or damage is caused.

At its sole cost and expense, Tenant shall obtain and thereafter maintain in full force and effect, at all times during the lease term and any extension thereof, the following insurance with respect to the Premises:

- (a) Comprehensive liability insurance having limits of not less than \$500,000 for bodily injury or death to one person, \$500,000 for bodily injuries or death arising out of one occurrence, and \$200,000 for property damage;
- (b) Fire and extended coverage insurance in an amount equal to at least 85 percent of the current replacement value of the Premises, which replacement value shall be redetermined by Landlord at the beginning of each year of the lease term and any extension thereof.

Each insurance policy shall be issued by a responsible insurance company acceptable to Landlord which company shall be authorized to do business in Ohio. Tenant shall furnish Landlord with memorandum copies of such insurance policies prior to the commencement of the lease term.

Section 9. Alterations and Improvements. Tenant shall have the right to make, at no expense to Landlord, improvements, alterations, or additions (hereinafter collectively referred to as “Alteration”) to the Premises, whether structural or nonstructural, interior or exterior, provided that:

- (a) No alterations shall be made without the prior written consent of Landlord which consent shall not be unreasonably withheld;
- (b) No alteration shall reduce or otherwise impair the value of the Premises;
- (c) No alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction with respect to such alterations;
- (d) Any alterations shall be made in good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits;
- (e) Tenant shall hold Landlord harmless from and against any liens and claims for work, labor, or materials supplied to the Premises at the direction of Tenant, and in the event that any such liens or claims shall be filed for work, labor, or materials supplied to the Premises at the direction of Tenant, Tenant shall, at Landlord’s option, either escrow an amount equal to the amount of the lien or claim being filed, or obtain a bond for the protection of the Landlord in an amount not less than the amount of the lien being filed, and;
- (f) Any alteration shall become and remain the property of Landlord unless Landlord otherwise agrees in writing.
- (g) Any alteration shall preserve and maintain the structure in accordance with the recommended approaches in “The Secretary of the Interior’s Standards for Rehabilitation of Historic Buildings” as required in the deed from the State of Ohio to the City of Athens, found in OR, Volume 38, Page 180.

Section 10. Signs. Tenant shall have the right to install and operated, at its sole cost and expense, any sign or signs on the Premises which shall not be in violation of any law, statute or ordinance, and Tenant shall have the right to remove the same, provided that Tenant must repair any damage to the Premises caused by such removal.

Section 11. Damage to Premises. If by fire or other casualty the Premises are destroyed or damaged to the extent that Tenant is deprived of occupancy or use of the Premises, meaning such destruction cannot be repaired or restored within 120 days of the occurrence of the fire or other casualty, Landlord may elect to:

- (a) Cause the restoration of the Premises to substantially the same condition as existed before such damage or destruction; or
- (b) Cancel this Lease as of the date of such fire or casualty by giving written notice to Tenant not more than 30 days thereafter.

Section 12. Default. If the Tenant fails to pay any installment of rent or make any other payment required to be made by Tenant when the same shall become due and payable hereunder, or if Tenant fails to observe and perform any other provision, covenant, or condition of this Lease required under this Lease to be observed and performed by Tenant within 15 days after Landlord shall have given notice to Tenant of the failure of Tenant to observe and perform the same, or if Tenant abandons or vacates the Premises during

the continuance of this Lease, or if Tenant makes an assignment for the benefit of creditors or enters into a composition agreement with its creditors, or if the interest of Tenant in the Premises is attached, levied upon, or seized by legal process, or if this Lease is assigned in violation of the terms hereof or is terminated by operation of law, then, in any such event, immediately or any time thereafter, at the option of Landlord, Landlord shall, as it elects, either:

- (a) Declare this lease to be in default, in which event this Lease shall immediately cease and terminate, and Landlord may possess and enjoy the Premises as though this Lease has never been made, without prejudice, however, to any and all rights of action when Landlord may have against Tenant for rent and other charges payable by Tenant hereunder (both past due and future rent due Landlord and past due and future charges payable by Tenant), damages, or breach of covenant, in respect to which Tenant shall remain and continue liable notwithstanding such termination; or
- (b) Relet the Premises, or any part thereof, for such term or terms and on such conditions, as Landlord deems appropriate for and on behalf of Tenant, for the highest rental reasonably attainable in the judgment of Landlord, which reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this lease.

Section 13. Severability. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

Section 14. Notices. All notices required or permitted under this lease shall be in writing and delivered personally or sent by certified mail, return receipt requested, to the following addresses:

Landlord: Service Safety Director
 8 E. Washington Street
 Athens, Ohio 45701

Tenant: Boone Troyer
 Executive Director
 The Athens County Convention and Visitors Bureau
 667 E. State Street
 Athens, Ohio 45701

Section 15. Governing Law. This lease shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Tenant and the Landlord have set their hands to duplicates hereof this _____ day of _____, 2025.

ATHENS COUNTY CONVENTION AND VISITORS BUREAU:

Boone Troyer, Executive Director, Athens County Convention and Visitor's Bureau

STATE OF OHIO)
) ss:
ATHENS COUNTY)

Sworn to and subscribed before me a Notary public by _____,
Executive Director of Athens County Convention and Visitors Bureau, this _____
day of _____, 2025.

Notary Public

CITY OF ATHENS:

Steve Patterson, Mayor, City of Athens

STATE OF OHIO)
) ss:
ATHENS COUNTY)

Sworn to and subscribed before me a Notary public by _____, Mayor,
City of Athens, Ohio, this _____ day of _____, 2025.

Notary Public

Approved as to Form:

Lisa Eliason, Athens City Law Director

Date

0-25-25

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 145 GROSVENOR STREET FOR CONSTRUCTION OF A WOODEN FENCE THAT CROSSES AN UNUSED CITY ALLEYWAY.

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

SECTION I: Having satisfactorily met the regulations established pursuant to Title 49, Management, Administration, and Control of the Use of the City's Public Rights-of-Way, a special right-of-way use permit is hereby granted at 145 Grosvenor Street, owner, Brian Vadakin, for the construction of a wooden fence that crosses an unused City alleyway, including accommodation to remove a fence panel to easily grant access if needed, as indicated on the application attached hereto and incorporated herein by reference.

SECTION II: Brian Vadakin, owner, shall agree to indemnify, and save the City of Athens harmless from all claims, demands, costs, expenses, real estate taxes, if any, and compensation which might arise from the encroachment of permittee upon property of the City of Athens that is the subject of this ordinance.

SECTION III: Said permit shall be subject to the following conditions:

1. This special right-of-way permit is personal in nature and will be in effect for a maximum of seven (7) years from the date of issuance unless revoked by City Council ordinance, or there is a change of ownership or use, whichever comes first.
2. Brian Vadakin, owner, shall be responsible for the maintenance and upkeep of said right-of-way.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



TITLE 49 APPLICATION

Use of the City's Public Rights of Way

(Office Use Only)

Permit #: T4924-000009

Date Rec'd: December 02, 2024

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

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

Contact Information:

1. Applicant	Brian Vadakin	Phone	(440) 622-0557
2. Mailing Address	145 Grosvenor St	State	OH Zip 45701
3. Email Address	Bvadakin@gmail.com		
4. Address of Project/Site	145 GROSVENOR ST		
5. Parcel Number:	A028250004800	Zoning Designation:	R1
5. Property Owner:	VADAKIN BRIAN C SAMANTHA ROMMEL	Phone:	(440) 622-0557
6. Property Owner Mailing Address:	145 GROSVENOR STREET ATHENS, OH 45701		
6. Project Description:	Construct fence that crosses unused City alleyway. Includes accommodations to remove fence panel to easily grant access if needed.		

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

By signing property owner agrees to indemnify, and save the City of Athens harmless from all claims, demands, costs, expenses, real estate taxes, if any, and compensation which might arise from encroachment of permittee upon property of the City of Athens that is the subject of this Application.

Applicant Signature

Date November 29, 2024

Brian C Vadakin

Property Owner
Signature

Date November 29, 2024

For Office Use Only

1. Code Enforcement Admin: Signature Date 12-2-2024

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

Remarks:

Signature Date 1/22/25

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

Remarks:

Signature _____ Date _____

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

Remarks:

Signature Date 1/22/25



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/26/2024

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

AGENCY Strassman - SelbertKeck Insurance Partners 2950 W. Market St. Fairlawn OH 44333	PHONE (A/C, No. Ext.): (330) 867-3140	COMPANY American Select PO Box 5001 One Park Circle Westfield Center OH 44261
FAX (A/C, No.): (866) 620-2007 CODE: 3409885	E-MAIL ADDRESS: vdeets@selbertkeck.com SUB CODE: PUD	
AGENCY CUSTOMER ID #: 00183537		
INSURED BRIAN VADAKIN SAMANTHA ROMMEL 145 Grosvenor St Athens OH 45701-1717	LOAN NUMBER	POLICY NUMBER WNP244902W
	EFFECTIVE DATE 07/22/2024	EXPIRATION DATE 07/22/2025
		☐ CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

145 Grosvenor St
Athens
Loc# 0001

OH 45701-1717

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

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL ☒ 5, All Peril Form

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
5, All Peril Form		
Dwelling	274,000	1,000
Other structures	27,400	
Personal property	205,600	
Loss of use	109,600	
Personal liability	300,000	
Medical payments	5,000	
Inflation guard		
Full value replacement cost		
Mines subsidence 1		

REMARKS (Including Special Conditions)

CANCELLATION

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

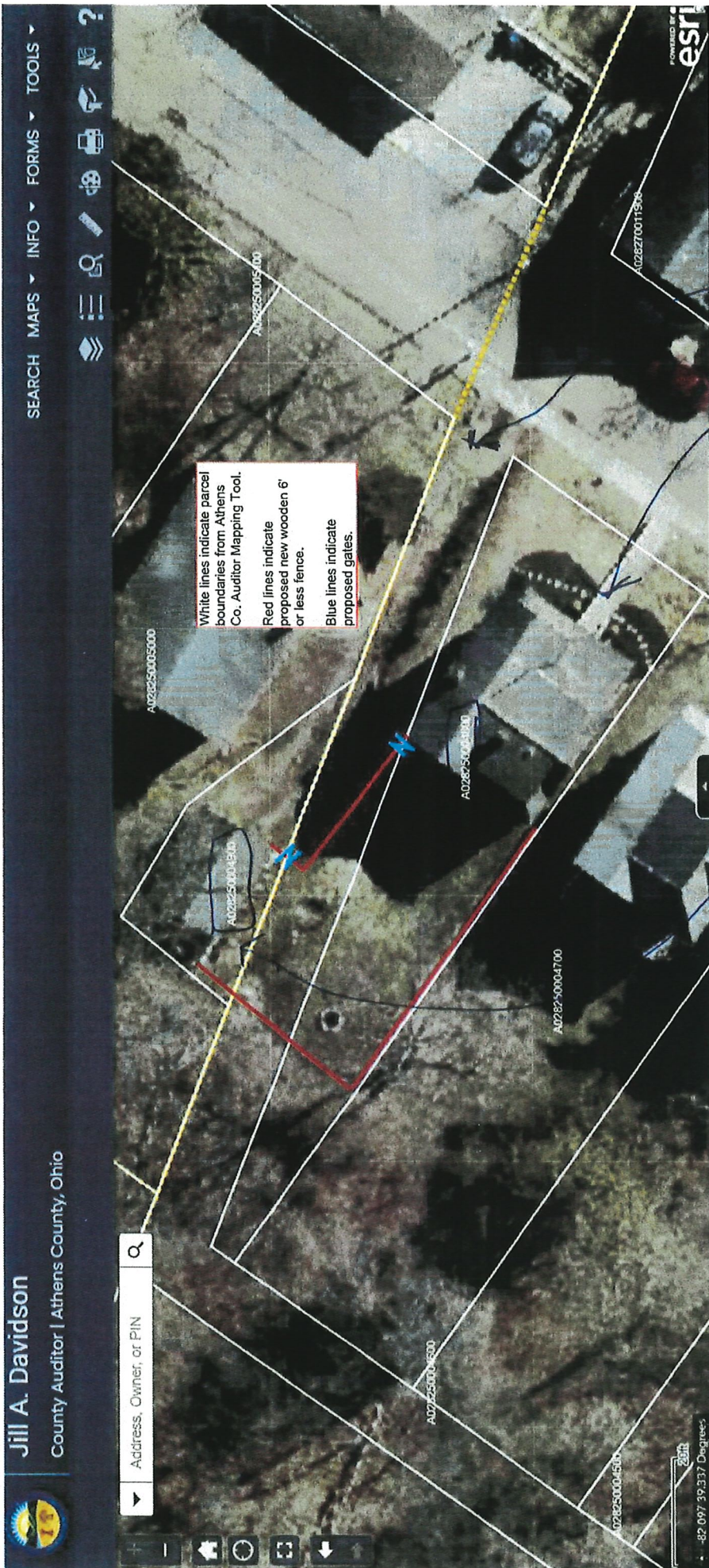
ADDITIONAL INTEREST

NAME AND ADDRESS Code Enforcement Office City of Athens 28 Curran Dr. Athens, OH 45701	ADDITIONAL INSURED MORTGAGEE	LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Hueh-Lin Hoang</i>	

ACORD 27 (2016/03)

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View from midpoint of City of Athens easement looking toward rear of property.

View from approximate proposed fence line looking toward rear of property.





0-26-25

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AMENDING THE 2025 APPROPRIATION ORDINANCE, 115-24, AND AMENDING ORDINANCE 127-23, AUTHORIZING DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING OF THE DAIRY LANE/STAGECOACH SEWER AS PART OF THE CITY/COUNTY SEWER EXPANSION (PROJECT (#317).

WHEREAS, additional funds are necessary to close out Project #317;

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

SECTION I: The 2025 Appropriation Ordinance 115-24 is hereby amended by appropriating from the unappropriated balance the sum of Two Hundred Thousand Dollars (\$200,000.00) to Street Fund, 220, T.C. 500, in order to close out the Dairy Lane Sewer Expansion Project #317, and increasing the total appropriations by said amount.

SECTION II: Section I of Ordinance 127-23 is hereby amended to read as follows:

Section I: The 2023 Appropriation Ordinance, 155-22, is hereby amended by appropriating from the unappropriated balance the following sums:

Eighty-Five Thousand Dollars (\$85,000.00) to Street Fund, 220, T.C. 500, for sidewalk design and construction;

One Million Three Hundred Six Thousand Three Hundred Six Dollars (\$1,306,306.00) to Water Fund, 740, T.C. 500, for water line construction, construction engineering, and contingency;

Four Million Nine Hundred Ninety-Four Thousand Four Hundred Ninety-Five Dollars (\$4,994,495.00) to Sewer Fund, 750, T.C. 500, for sewer easements, construction, construction engineering, and loan fee, and increasing the total appropriations by said amounts.

Section III: The Service-Safety Director is further authorized to expend up to Six Million ~~Seven~~ **Nine** Hundred Thirty Thousand Eight Hundred One Dollars **(\$6,930,801.00)** ~~(\$6,730,801.00)~~ for said project as follows:

Two Hundred Eighty-Five Thousand Dollars **(\$285,000.00)** from Street Fund, 220, T.C. 500, for sidewalk design and construction;

One Million Three Hundred Fifty-One Thousand Three Hundred Six Dollars
(\$1,351,306.00) from Water Fund, 740, T.C. 500, for water line construction,
construction engineering, and contingency;

Five Million Two Hundred Ninety-Four Thousand Four Hundred Ninety-Five Dollars
(\$5,294,495.00) from Sewer Fund, 750, T.C. 500, for sewer easements, construction,
construction engineering, and loan fee.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-27-25

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AMENDING ORDINANCE 33-24; AUTHORIZING A CITY FIBER NETWORK, PROJECT #347.

WHEREAS, construction of Phase #4 and design of Phase #5 is approximately \$450,000;

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

SECTION I: In accordance with Ordinances 05-22 and 02-24, Section I of Ordinance 33-24 is hereby amended to read as follows:

Section III: The Service-Safety Director is hereby authorized to expend up to ~~Six Hundred Ten Thousand Dollars (\$610,000.00)~~ **One Million Sixty Thousand Dollars (\$1,060,000.00)** as follows:

Six Hundred Ten Thousand Dollars (\$610,000.00) from ARPA Fund, 286, T.C. 500,

Four Hundred Thousand Dollars (\$400,000.00) from Street Fund, 220, T.C. 500, and

Fifty Thousand Dollars (\$50,000.00) from General Fund, Fire, 101.208, T.C. 500, for said project.

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

0-28-25

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2025 ENERGIZED
COMMUNITY GRANT(S) FUNDS.

WHEREAS, the City of Athens is a member of the Northeast Ohio Public Energy Council (NOPEC) and is eligible for one or more NOPEC Energized Community (NEC) Grant(s) for 2025, as provided for in the NEC Grant Program guidelines; and

WHEREAS, NEC grant(s) are intended to be used by member communities for energy efficiency or energy infrastructure projects; and

WHEREAS, the City of Athens has previously entered into a Grant Agreement with NOPEC, Inc. to receive one or more NEC Grant(s);

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

SECTION I: The Council of the City of Athens finds and determines that it is in the best interest of the City to accept said grant(s), and hereby authorizes the Mayor to enter into the 2025 NOPEC Energized Community (NEC) Grant Agreement, a copy of which is attached hereto and incorporated herein by reference.

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

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

NOPEC 2025 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and City of Athens, Athens County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2025 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

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

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2025 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2027. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2025 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2025, and shall expire on December 31, 2025, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required 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 caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **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.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: Executive Assistant
Name: Monica Flowers
Mayor's Office, 8 E. Washington Street
Athens, Ohio 45701

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

City of Athens, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

Title: Steve Patterson, Mayor

Date: _____

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2025 Energized Community Grant Agreement.]

R-01-25

Introduced by Michael Wood, City Council Member

A RESOLUTION CALLING FOR THE CITY OF ATHENS TO BE DECLARED A SAFE HAVEN FOR INDIVIDUALS SEEKING GENDER-AFFIRMING HEALTHCARE; AND REQUESTING THE ADMINISTRATION ADOPT POLICIES TO FURTHER THE CITY'S ROLE AS A GENDER-AFFIRMING HEALTHCARE SAFE HAVEN.

WHEREAS, the City of Athens strives to celebrate diversity and promote equitable policies that make Athens a welcoming and inclusive community for all, including people of all gender identities and expressions; and

WHEREAS, the City of Athens recognizes its responsibility to protect the physical and psychological well-being of all individuals, including transgender and non-binary people, and aims to safeguard residents from harmful actions, including discriminatory practices and barriers to gender-affirming healthcare; and

WHEREAS, the City of Athens includes in the 2040 Comprehensive Plan's guiding principles that "We will be inclusive for all regardless of race, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, religious belief, age, disability, or economic status."; and

WHEREAS, the City of Athens has already demonstrated its commitment to protecting the well-being of transgender and gender non-conforming individuals by adopting Ordinance 0-82-17, which prohibits harmful practices like conversion therapy and efforts to change gender identity with minors, and affirms the City's dedication to safeguarding all its residents from such harmful practices; and

WHEREAS, the City of Athens affirms its commitment to uphold professional healthcare standards, recognizing the overwhelming consensus from organizations such as the American Medical Association, the American Psychiatric Association, and others that gender-affirming healthcare is safe and necessary for those who seek it; and

WHEREAS, the City of Athens believes what is deemed medically necessary healthcare should be determined by trained, licensed healthcare professionals in concordance with their patients and in such a way that allows patients to retain their bodily autonomy and all that that entails; and

WHEREAS, the Ohio General Assembly has recently adopted the 'SAFE' Act (sections 3109.054, 3129.01, 3129.02, 3129.03, 3129.04, 3129.05, and 3129.06 of the Ohio Revised Code) which restricts gender-affirming healthcare and mental healthcare for minors and threatens Ohio physicians who provide this care with legal action, which poses an unreasonable barrier to evidence-based healthcare; and

WHEREAS, the City of Athens welcomes organizations including (but not limited to) Equitas Health, the Q Clinic, and Planned Parenthood of Ohio, which provide or wish to provide gender-affirming healthcare; and

WHEREAS, the scope of gender-affirming healthcare does not just include transgender and gender non-conforming persons, but also includes many cisgender individuals as part of the care for a wide range of medical and wellness concerns;

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
ATHENS, OHIO:

SECTION I: Athens City Council expresses its desire for the City of Athens to be considered a safe haven for individuals seeking gender-affirming healthcare and the individuals providing that care.

SECTION II: Athens City Council encourages the Administration to adopt policies to support the City of Athens as a Gender-Affirming Healthcare Safe Haven, such as the following:

- (a) Advocate in favor of formal decriminalization of gender-affirming care and against the criminal prosecution or imposition of administrative penalties on an individual or organization for providing, seeking, receiving, or assisting those seeking or receiving gender-affirming healthcare.
- (b) Support and encourage access to all evidence-based healthcare that promotes an individual's physical well-being or mental health, continue to provide services in a nondiscriminatory manner, and promote policies that protect individuals from discrimination based on gender identity or expression, sexual orientation, sexual health decisions, and all other forms of discrimination that are prohibited by local, state, or federal laws.
- (c) Support and encourage technologies and initiatives that seek to narrow access gaps to gender-affirming care, including telehealth, pop-up clinics, travel clinics, and informed consent clinics.
- (d) Promote efforts that prioritize addressing current and potential threats to the safety and rights of the LGBTQIA+ residents of the City of Athens.
- (e) Deprioritize assisting other authorities' efforts to impose criminal punishment, civil liability, administrative penalties, or professional sanctions on an individual or organization for providing, seeking, receiving, or assisting another individual who is seeking or receiving gender-affirming healthcare.
- (f) Protect the privacy of health-related and personally identifiable information as required by law.
- (g) Review City policies and ordinances so that they promote access to and protection of gender-affirming healthcare, and encourage businesses and other institutions within the City to adopt similar policies.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

R-02-25

Introduced by All Members of Council

A RESOLUTION OF THE CITY OF ATHENS, OHIO, DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS.

WHEREAS, the tax-exempt municipal bond market is a widely used source of capital for states, local governments, tribes, territories, and non-profit borrowers that finances a tremendous share of the nation's public infrastructure; and

WHEREAS, state and local governments finance about three-quarters of the public infrastructure in the United States and use tax-exempt bonds to do so, with the federal government providing only about one-quarter of the investment; and

WHEREAS, federal tax exemption for municipal bonds, dating back to the 1800s and incorporated into the modern tax code in 1913, has been crucial for state and local governments to affordably finance critical infrastructure projects; and

WHEREAS, tax-exempt bonds offer borrowers a multiplier effect of 2.11, meaning that for every dollar, borrowers achieve \$2.11 in borrowing cost savings thereby demonstrating the efficiency and effectiveness of this exemption in facilitating infrastructure investment; and

WHEREAS, tax-exempt bonds provide for essential infrastructure projects, such as roads, bridges, utilities, broadband, water and sewer systems, and hospitals, which are vital to the health and well-being of our community such that without such bonds, the cost of borrowing would be more expensive thereby causing an increase in taxes and fees that would place an undue burden on taxpayers;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Tax-exempt bonds have been used by the City of Athens in funding the building of our Community Center, the widening of our East State Street corridor, upgrading our Wastewater Treatment Plant, and more recently the building of our Municipal Pool and new Fire Station Headquarters.

SECTION II: Athens City Council hereby encourages the Ohio Congressional Delegation to assist the City of Athens, Ohio, by preserving the tax-exempt status of municipal bonds, supporting and ensuring the protection of the federal tax exemption of municipal bonds.

SECTION III: The Clerk of Council is hereby directed to transmit a copy of this Resolution to Congressman Troy Balderson, and U.S. Senators Jon Husted and Bernie Moreno.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor