



AGENDA
ATHENS CITY COUNCIL
MONDAY, APRIL 7, 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 of Council held March 17, 2025
- 3. Communications**
- 4. Reports and Communications from Other Elected Officials**
- 5. Ordinances for Third 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

6. Ordinances for Second Reading:

0-29-25

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO CLOSE STREETS IN THE UPTOWN AREA FOR THE DORA KICKOFF BOOK FAIR, THE PLAINS LIONS CLUB CRUISE-INS, THE PRIDE STREET FAIR, OHIO BREW WEEK, THE ATHENS COMMUNITY ARTS & MUSIC FESTIVAL, BOUNTY ON THE BRICKS, AND THE HALLOWEEN BLOCK PARTY; AND TO CHANGE REQUESTED DATES OR CANCEL THE EVENTS, AS NECESSARY.

Introduced by Council Member Spjeldnes

0-30-25

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

Introduced by Council Member Spjeldnes

0-31-25

AN ORDINANCE SUSPENDING THE ENFORCEMENT OF ATHENS CITY CODE TITLE 13, GENERAL OFFENSES, CHAPTER 13.04, OFFENSES AGAINST PUBLIC PEACE, SECTION 13.04.10, UNNECESSARY NOISE, IN DESIGNATED EVENT AREAS.

Introduced by Council Member Spjeldnes

0-32-25

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO SUSPEND, TEMPORARILY, THE FEE FOR PARKING AT METERED SPACES IN THE MUNICIPAL PARKING GARAGE ON CERTAIN DATES IN DECEMBER 2025.

Introduced by Council Member Spjeldnes

0-33-25

AN ORDINANCE SUSPENDING ATHENS CITY CODE SECTION 7.05.03, CONTINUOUS PARKING IN THE SAME LOCATION, FROM SUNDAY, DECEMBER 14, 2025, THROUGH MIDNIGHT ON SUNDAY, JANUARY 11, 2026.

Introduced by Council Member Spjeldnes

0-34-25

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY, AND ENTER INTO CONTRACT(S) FOR CONSTRUCTION OF THE STATE ROUTE 682/56 INTERSECTION IMPROVEMENTS, PROJECT (#357).

Introduced by Council Member Spjeldnes

0-35-25

AN ORDINANCE AUTHORIZING ENGINEERING AND CONSTRUCTION OF THE ATHENS STREETScape BEAUTIFICATION, PROJECT #383.

Introduced by Council Member Spjeldnes

0-36-25

AN ORDINANCE AUTHORIZING ENGINEERING SERVICES FOR DESIGN OF THE COLUMBUS ROAD LIFT STATION, PROJECT #359.

Introduced by Council Member McCarey

0-37-25

AN ORDINANCE AMENDING THE 2025 APPROPRIATION ORDINANCE 115-24; AND AUTHORIZING THE AUDITOR TO MAKE AN INTERFUND TRANSFER.

Introduced by Council Member Risner

7. Ordinances for First Reading:

0-39-25

AN ORDINANCE AMENDING ORDINANCE 0-08-25; 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; AND DECLARING AN EMERGENCY.

Introduced by Council Member Spjeldnes

0-40-25

AN ORDINANCE DECLARING CERTAIN POLICE DEPARTMENT FIREARMS AND OTHER EQUIPMENT NO LONGER NEEDED FOR A MUNICIPAL PURPOSE.

Introduced by Council Member McCarey

0-41-25

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A PERPETUAL AMENDED EASEMENT AND RIGHT-OF-WAY AGREEMENT WITH COLUMBIA GAS TRANSMISSION, LLC FOR CONTINUED MAINTENANCE OF EXISTING WATER AND SEWER LINES.

Introduced by Council Member McCarey

8. Announcements & Other Business

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

10. 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.

0-25-25

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

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 OR Date 12-2-2024

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

Remarks:

Signature [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 [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		E-MAIL ADDRESS: vdeets@selbertkeck.com			
CODE: 3409885		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
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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)

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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.

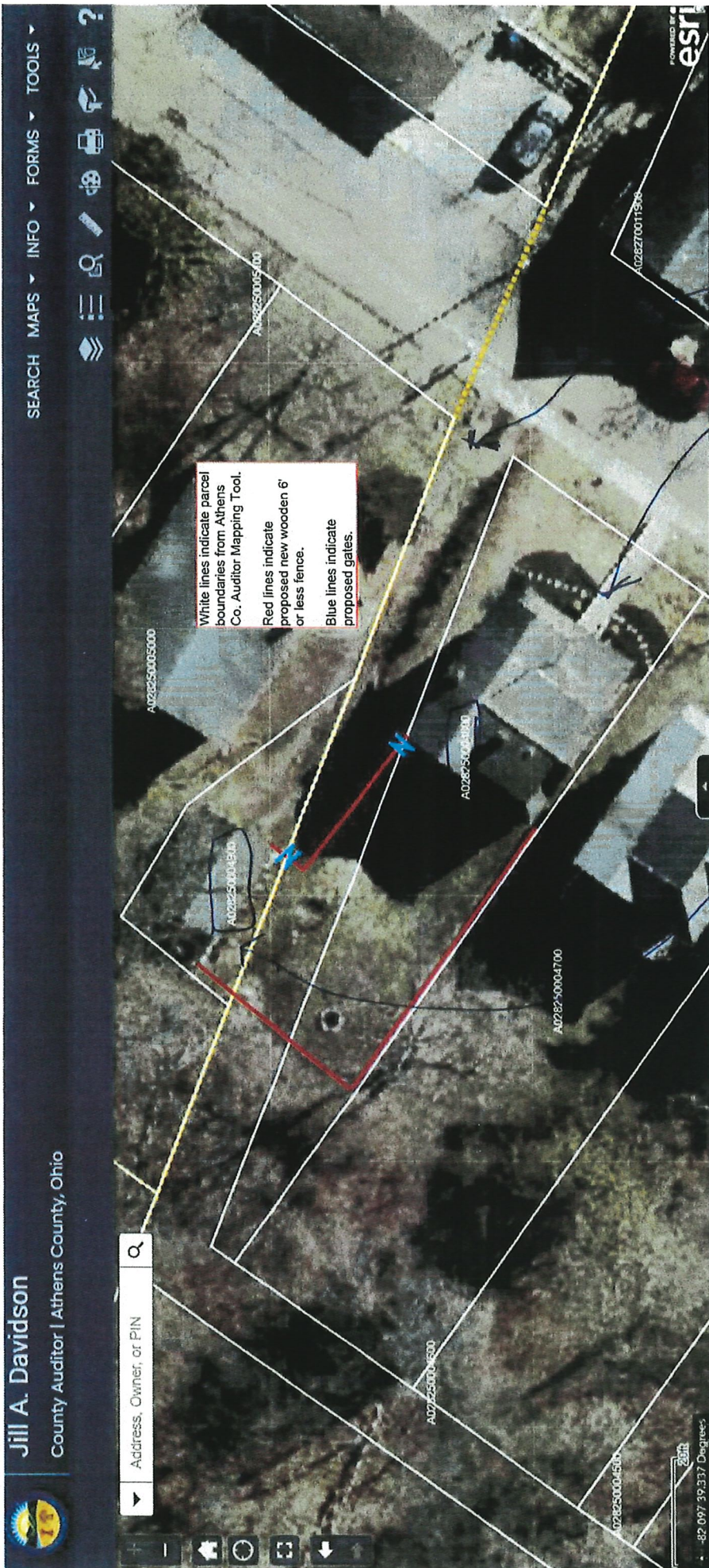
ADDITIONAL INTEREST

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

ACORD 27 (2016/03)

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Brian Vadakin



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.]

0-29-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO CLOSE STREETS IN THE UPTOWN AREA FOR THE DORA KICKOFF BOOK FAIR, THE PLAINS LIONS CLUB CRUISE-INS, THE PRIDE STREET FAIR, OHIO BREW WEEK, THE ATHENS COMMUNITY ARTS & MUSIC FESTIVAL, BOUNTY ON THE BRICKS, AND THE HALLOWEEN BLOCK PARTY; AND TO CHANGE REQUESTED DATES OR CANCEL THE EVENTS, AS NECESSARY.

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

SECTION I: The Service-Safety Director is hereby authorized to close streets in the uptown area for the DORA Kickoff Book Fair, The Plains Lions Club Cruise-Ins, the Pride Street Fair, Boogie on the Bricks; Ohio Brew Week, the Athens Community Arts & Music Festival, Bounty on the Bricks, and the Halloween Block Party, and to change requested dates or cancel the events, as necessary, and to implement the following:

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

- DORA Kickoff Book Fair, 5/17/2025, West State Street from Court to Congress
- The Plains Lions Club Cruise-ins, 6/6/2025, 8/1/2025, and 8/29/2025, Court Street from Washington to State
- Pride Street Fair, 6/7/2025, West Union Street from Congress to Court
- Ohio Brew Week, First Call, 7/11/2025, Court Street from Washington to State
- Ohio Brew Week, Last Call, 7/19/2025, Court Street from Carpenter to Washington
- Athens Community Arts & Music Festival (ACAMF), 8/2/2025, West Union Street from Court to Congress
- Bounty on the Bricks, 8/9/25, Court Street from Union to Washington
- Ohio Brew Week, Fall Fest, 9/6/25, West Union Street from Congress to Court
- Halloween Block Party, 10/25/2025, full uptown area

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

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

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-30-25

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 DESIGNATED EVENT AREAS.

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 from 8:00 a.m. to 11:00 p.m. to allow vending in the designated street closure areas, authorized by Ordinance 29-25, at such times and areas determined appropriate by the Administration for the following events:

- Athens Arts & Music Festival
- Ohio Brew Week
- Bounty on the Bricks
- Halloween Block Party

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

0-31-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE SUSPENDING THE ENFORCEMENT OF ATHENS CITY CODE TITLE 13, GENERAL OFFENSES, CHAPTER 13.04, OFFENSES AGAINST PUBLIC PEACE, SECTION 13.04.10, UNNECESSARY NOISE, IN DESIGNATED EVENT AREAS.

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

SECTION I: The enforcement of Athens City Code Title 13, General Offenses, Chapter 13.04, Offenses Against Public Peace, Section 13.04.10, Unnecessary Noise, is hereby suspended until midnight on the day of the event for the following street closures, authorized by Ordinance 29-25.

- Athens Arts & Music Festival
- Ohio Brew Week
- Halloween Block Party

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-32-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO SUSPEND, TEMPORARILY, THE FEE FOR PARKING AT METERED SPACES IN THE MUNICIPAL PARKING GARAGE ON CERTAIN DATES IN DECEMBER 2025.

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

SECTION I: The Service-Safety Director is hereby authorized to suspend the fee for parking in the Municipal Parking Garage, excluding 2-hour metered spaces on (1 upper), for the following dates in calendar year 2025:

Friday, December 5, after 4:00 p.m. – Uptown Tree Lighting

Saturday, December 6, all day

Thursday, December 11, after 4:00 p.m.

Thursday, December 18, after 4:00 p.m.

Saturday, December 20, all day

Wednesday, December 24, all day

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-33-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE SUSPENDING ATHENS CITY CODE SECTION 7.05.03,
CONTINUOUS PARKING IN THE SAME LOCATION, FROM SUNDAY, DECEMBER
14, 2025, THROUGH MIDNIGHT ON SUNDAY, JANUARY 11, 2026.

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

SECTION I: Athens City Code Section 7.05.03, Continuous Parking in the
Same Location, is hereby suspended from Sunday, December 14, 2025, through
midnight on Sunday, January 11, 2026.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-34-25

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(S) FOR CONSTRUCTION OF THE STATE ROUTE 682/56 INTERSECTION IMPROVEMENTS, PROJECT (#357).

WHEREAS, this roundabout project is to improve both congestion and safety at this location; and

WHEREAS, Ordinance 62-23 authorized preliminary engineering services for Project #357; and

WHEREAS, the City has been awarded \$2.39 million from ODOT and \$400,000 from OPWC;

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(s), with the lowest and best bidder, for construction of a single lane roundabout at the State Route 682/56 intersection, Project (#357).

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

One Million Eighty-Three Thousand Dollars (\$1,083,000.00) to Street Fund, 220, T.C. 500;

Two Million Thirty-Nine Thousand Dollars (\$2,039,000.00) to Small Cities ODOT Fund, 589, T.C. 500; and

Four Hundred Thousand Dollars (\$400,000.00) to OPWC Fund, 590, for said Project #357, and increasing the total appropriations by said amount.

SECTION III: The Service-Safety Director is further authorized to expend up to Four Million Six Hundred Twenty Thousand Dollars (\$4,620,000.00) as follows:

One Million Eighty-Three Thousand Dollars (\$1,083,000.00) from Street Fund, 220, T.C. 500;

Two Million Thirty-Nine Thousand Dollars (\$2,039,000.00) from Small Cities ODOT Fund, 589, T.C. 500; and

Four Hundred Thousand Dollars (\$400,000.00) from OPWC Fund, 590, for said Project #357.

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

0-35-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

**AN ORDINANCE AUTHORIZING ENGINEERING AND CONSTRUCTION OF THE
ATHENS STREETScape BEAUTIFICATION, PROJECT #383.**

WHEREAS, this project is to bury the overhead electric and telecommunications lines in the uptown, specifically along State and Mill between College and Congress, and along Carpenter between State and Congress, and includes sidewalk and streetscape features along Carpenter; and

WHEREAS, the City has received \$6.5 million in Appalachian Community Grant Program (ACGP), Round 2, funds for said project;

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

SECTION I: The Service-Safety Director is hereby authorized to enter into contract(s) for engineering and construction of the Athens Streetscape Beautification, Project #383.

SECTION II: The 2025 Appropriation Ordinance 115-24 is hereby amended by appropriating from the unappropriated balance the sum of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) to Appalachian Community Grant Fund, 905, T.C. 500, and increasing the total appropriations by said amount.

SECTION III: The Service-Safety Director is further authorized to expend up to Six Million Five Hundred Thousand Dollars (\$6,500,000.00) from Appalachian Community Grant Fund, 905, T.C. 500, for said Project #383.

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

0-36-25

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING ENGINEERING SERVICES FOR DESIGN OF THE COLUMBUS ROAD LIFT STATION, PROJECT #359.

WHEREAS, Ordinance 72-23 authorized engineering services for design of Project #359; and

WHEREAS, this project will replace two sewage lift stations that are undersized and at the end of their useful life, the first on Dorr Lane, (Columbus Road #1), and the second on Theater Lane, and will support the new hospital and expected growth of the surrounding area;

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

SECTION I: The Service-Safety Director is hereby authorized to enter into contract(s) for construction of the Columbus Road Lift Station, Project #359.

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

One Hundred Twenty Thousand Dollars (\$120,000.00) to CDBG Fund 248, T.C. 500; and

One Million Six Hundred Thirty Thousand Dollars (\$1,630,000.00) to Sewer Fund, 750.637, T.C. 500, and increasing the total appropriations by said amounts.

SECTION III: The Service-Safety Director is further authorized to expend up to One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) as follows:

One Hundred Twenty Thousand Dollars (\$120,000.00) from CDBG Fund 248, T.C. 500; and

One Million Six Hundred Thirty Thousand Dollars (\$1,630,000.00) to Sewer Fund, 750.637, T.C. 500, for said Project #359.

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

0-37-25

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2025 APPROPRIATION ORDINANCE 115-24;
AND AUTHORIZING THE AUDITOR TO MAKE AN INTERFUND TRANSFER.

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 following sums:

Eighteen Thousand Three Hundred Ninety-Three and 24/100 Dollars (\$18,393.24) to Transportation Assistance Fund, 214.716, T.C. 300, to pay the balance of the City's 2024 local match to HAPCAP; and

Three Hundred Forty Thousand Dollars (\$340,000.00) to Sanitation Fund, 760.636, T.C. 300, and increasing the total appropriations by said amount.

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

FROM	TO	AMOUNT
Internal Service Fund, 865	Medical Insurance Fund, 866	\$15,588.83

SECTION III: 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

0-39-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AMENDING ORDINANCE 0-08-25; 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; AND DECLARING AN EMERGENCY.

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

SECTION I: Sections II and III of Ordinance 0-8-25 are hereby amended to read as follows:

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)~~ **Five Million Three Hundred Thousand Dollars (\$5,300,000.00)** 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)~~ **Eight Hundred Seventy-Seven Thousand Dollars (\$877,000.00)** 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 further 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~~ **Six Million One Hundred Seventy-Seven Thousand Dollars (\$6,177,000.00)** as follows:

~~Four Million Four Hundred Seventy Thousand Five Hundred ninety and 19/100 Dollars (\$4,470,590.19)~~ **Five Million Three Hundred Thousand Dollars (\$5,300,000.00)** to Small Cities ODOT Fund, 589, T.C. 500, and

~~One Million Seven Hundred Eighty-Four Thousand Three Hundred Nine and 81/100 Dollars (\$1,784,309.81)~~ **Eight Hundred Seventy-Seven Thousand Dollars (\$877,000.00)** from Street Rehabilitation Fund, 572, T.C. 500, for said project (#358).

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 order to meet an Ohio Department of Transportation funding deadline, 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

0-40-25

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE DECLARING CERTAIN POLICE DEPARTMENT FIREARMS AND
OTHER EQUIPMENT NO LONGER NEEDED FOR A MUNICIPAL PURPOSE.

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

SECTION I: Athens City Council hereby declares thirty-two (32) firearms, twenty-three (23) Tasers, nineteen (19) radios, eight (8) cases of ammunition, and assorted Taser-related equipment, as per the list attached hereto and incorporated herein by reference, no longer needed for a municipal purpose.

SECTION II: The Service-Safety Director is hereby authorized to dispose of said firearms, ammunition and related items, as trade-in to a Federally Licensed Firearms Dealer, for the purposes of trade credit, or disposal by destruction; and for Tasers, related equipment and radios, for sale to other governmental agencies or other entities that can legally possess the items, or for disposal by destruction.

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

	Make	Model	Caliber	Serial #	Other Items	Quantity
1	Walther	P22	22	L030441	TASER 7	23
2	ASAI	OnePro45	45	01566	TASER Batteries	25
3	Titan	none	25	A22990	TASER Dock	1
4	Taurus	PT111G2	9x19	TKT10486	Motorola Radio	19
5	Springfield	XD-40	40	US424023	Winchester .40	4000
6	KelTec	PF9	9x19	R8Y91	Federal 12 gauge	1000
7	Kahr	CM9	9x19	106977		
8	Smith&Wesson	SD9VE	9x19	FBN3069		
9	Glock	43	9x19	ZRR877		
10	IntraTec	Tec9	9x19	04711		
11	KSA	Cricket	22	453109		
12	Mossberg	152K	22	none		
13	IMG	I97	22	Z6295		
14	Def Tec	none	37	Z6295		
15	DPMS	A15	223/556	DNWC056640		
16	Windham	WW15	223/556	WW130248		
17	Benelli	M2	12	M829816E		
18	Benelli	M2	12	M829813X		
19	Benelli	M2	12	M835743W		
20	Benelli	M2	12	M935120A17		
21	Benelli	M2	12	M829960Y		
22	Benelli	M2	12	M829808H		
23	Benelli	M2	12	M829961A		
24	Benelli	M2	12	M829959S		
25	Bushmaster	XM15	223/556	L339203		
26	Bushmaster	XM15	223/556	L339320		
27	Bushmaster	XM15	223/556	L339455		
28	Bushmaster	XM15	223/556	L339339		
29	Bushmaster	XM15	223/556	L339269		
30	Bushmaster	XM15	223/556	L339026		
31	Bushmaster	XM15	223/556	L339432		
32	Bushmaster	XM15	223/556	L339316		

0-41-25

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A PERPETUAL AMENDED EASEMENT AND RIGHT-OF-WAY AGREEMENT WITH COLUMBIA GAS TRANSMISSION, LLC FOR CONTINUED MAINTENANCE OF EXISTING WATER AND SEWER LINES.

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

SECTION I: The Service-Safety Director is hereby authorized to enter into a perpetual amended easement and right-of-way agreement with Columbia Gas Transmission, LLC for continued maintenance of existing water and sewer lines, a copy of which is attached hereto and incorporated herein by reference.

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

President of Council

APPROVED:

ATTEST:

Clerk of Council

Mayor

AMENDMENT TO EASEMENT AND RIGHT OF WAY AGREEMENT

THIS AMENDMENT TO EASEMENT AND RIGHT OF WAY AGREEMENT (this “**Agreement**”), is made this ____ day of _____, 2025, by and between City of Athens, a municipal corporation, whose address is 8 E. Washington St Athens OH 45701 (the “**Grantor**”), and Columbia Gas Transmission, LLC, a Delaware limited liability company, whose address is 700 Louisiana Street, Suite 1300, Houston, TX 77002-2761 (the “**Grantee**”). Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated August 13, 2013, from Gerald E. & Cheryl Hope, Barbara & Paul Batchelder, Hazel I. Andrews Rose & James L. Rose, Trustees of the Andrews/Rose Trust; Elizabeth H. Tompkin, Trustee of the Elizabeth H. Tompkin Trust; and Ronald A. & Sandra L. Hope, to City of Athens recorded in the County Clerk’s Office for Athens County, Ohio, Instrument 201300004522 in Deed Book 488, Page 2402, with property tax parcel identification number A010010044500 & A010010045001, being more particularly described in Exhibit B attached hereto and incorporated herein (the “**Property**”);

WHEREAS, Grantee currently holds an easement for facilities as described in that certain Right-of-Way Agreement from J. T. Hope, Sr., to THE LOGAN GAS COMPANY, as predecessor-in-interest to Columbia Gas Transmission, LLC, dated July 8, 1924, and recorded in the County Clerk’s Office for Athens County, Ohio, Right-of-Way Agreement in Deed Book 141, Page 389 (the “**Original Agreement**”);

WHEREAS, the Original Agreement conveys a right of way and perpetual easement to Grantee on, over and through land described therein with ingress and egress to and from the same;

WHEREAS, Grantor and Grantee have consented and agreed to restate, modify, amend, and supplement the Original Agreement, and grant any additional rights to the Property as may be set forth in this Agreement, in the manner set forth below; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Amendment to Original Agreement**. Subject to the terms of this Agreement, the Original Agreement is and shall continue to be in full force and effect. This Agreement shall become a part of the Original Agreement and shall read together therewith as one single document.

To the extent that there are any conflicts between the terms and provisions contained in the Original Agreement and those contained herein, the terms and provisions set forth herein shall control.

2. **Grant of Easement.** Grantor, for itself, successors and assigns, does hereby grant, sell, convey and warrant unto Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, the exclusive rights as follows:

- a) to survey, lay, construct, inspect, operate, maintain, replace, repair, alter the size of, upgrade, reconstruct (anywhere within the right of way area defined below), and remove or abandon one or more pipelines for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, roadways, fittings, launchers, receivers, cathodic protection equipment, pipeline markers, overhead or underground electric lines, regulators, hydrate removal systems and data acquisition facilities;
- b) to survey, lay, construct, inspect, operate, maintain, replace, repair, alter the size of, upgrade, reconstruct (anywhere within the permanent right of way area as defined below), and remove or abandon an underground communications system for the transmission of video, data and voice communications, with appurtenant facilities, including, without limitation, conduits, cables, pigging facilities and equipment, equipment, splicing boxes, wires, cathodic protection, and fiber optics cable;
- c) to perform pre-construction work;
- d) ingress to and egress from the right of way area by means of existing or future roads and other reasonable routes on the Property and Grantor's adjoining lands; and
- e) to exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, but not limited to, the right from time to time to: (a) clear the right of way of all encroachments; and (b) clear, cut, trim, and remove any and all vegetation, trees, brush and overhanging branches from the right of way using methods permitted by law.

3. **Grantee's Obligations.**

- a) The Grantee acknowledges that this Agreement shall not impose more restrictive surface use limitations than the Original Agreement.
- b) The Grantee acknowledges that Grantor has existing water and sewer lines within the Permanent Right of Way Area (defined below) ("City Facilities") and such City Facilities shall not be disturbed or removed by Grantee. Grantee will permit Grantor to access its water and sewer lines for maintenance, repair, or replacement without notice to Grantee. Grantee and Grantor shall coordinate in advance of any significant maintenance or excavation activities.
- c) Grantee shall assess the value of any trees removed from the Permanent Right of Way Area and provide Grantor compensation or replanting measures for such tree

removal in accordance with industry standards and city ordinances.

- d) Grantee shall limit the application of herbicides to methods and substances approved by Grantor to protect water quality. Grantee acknowledges that the Permanent Right of Way Area is within Grantor's source water protection area, and Grantee shall adhere to all applicable environmental regulations.

4. **Permanent Right of Way Area.** The easement and right of way area shall be shown on Exhibit A attached hereto and incorporated herein, depicted as "Existing Easement" and "Proposed Easement" (the "**Permanent Right of Way Area**"). Grantee shall have the right to change the location of any installed pipeline or facility within the Permanent Right of Way Area as may be necessary or advisable as the result of any conditions or events beyond its control, such as highway construction or relocation, coal mining activities, ground slips or floods, or the like. The Parties agree that Grantee may abandon in place any pipelines or facilities on the Property. Grantee agrees to release any lands within the Permanent Right of Way Area, in Grantee's sole and exclusive determination, that are not necessary for the transmission of gas. Grantee shall release any lands within 90 days that such transmission line is no longer used for the transmission of gas. Grantee shall be responsible for preparing and recording the necessary legal instrument(s) for release.

5. **Reservation of Rights.** Subject to the provisions of Article 9 of this Agreement, Grantor reserves unto itself the right to maintain, repair, and replace the existing water and sewer lines within the Permanent Right of Way Area ("City Facilities"). Grantor agrees to coordinate with Grantee prior to conducting any significant maintenance activities on the City Facilities or any excavation activities within the Permanent Right of Way Area.

6. **Temporary Construction Easement.** In addition to the perpetual right of way granted hereunder, during the original construction of the facilities (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as "Temporary Work Space," "Additional Temporary Work Space" and/or "Staging Area" (collectively, the "**Temporary Easement Area**") as shown on Exhibit A for the surveying, laying, and constructing of the facilities installed pursuant to the terms herein and all activities incident thereto.

7. **Ownership of Abandoned Pipeline and Facilities.** Grantor and Grantee agree that any pipeline and/or facility abandoned in place remains Grantee's personal property and ownership thereof is not transferred to Grantor by this Agreement. Grantor shall not excavate nor allow or authorize any other party to excavate or otherwise exercise dominion over any abandoned pipeline or facility. Grantor agrees that Grantee's abandonment does not constitute a release of any existing or replacement pipelines or facilities.

8. **Location.** Grantor and Grantee acknowledge that the actual location of the Permanent Right of Way Area and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Permanent Right of Way Area and/or Temporary Easement Area to conform to the actual location of the Permanent Right of Way Area and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee's expense.

9. **Grantor's Continuing Rights / Encroachments.** The pipeline, except for risers, valves, drips, hydrate removal systems and other appurtenances reasonably required, shall be buried so as

not to interfere with the cultivation of the land. Grantor may fully use and enjoy the Permanent Right of Way Area and Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee's rights under the Original Agreement and this Agreement or create an actual or potential hazard to Grantee's facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Permanent Right of Way Area and/or the Temporary Easement Area (during the original construction of Grantee's facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Permanent Right of Way Area and/or the Temporary Easement Area (during the original construction of Grantee's facilities), (iii) change the depth of cover over the Permanent Right of Way Area and/or the Temporary Easement Area (during the original construction of Grantee's facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Permanent Right of Way Area and/or the Temporary Easement Area (during the original construction of Grantor's facilities), nor cause the Permanent Right of Way Area and/or the Temporary Easement Area (during the original construction of Grantor's facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Permanent Right of Way Area and Temporary Easement Area of all such encroachments, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Permanent Right of Way and/or Temporary Easement Area of all encroachments, with the exception of trees removed, as discussed above in Section 3. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Permanent Right of Way Area and/or Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Permanent Right of Way Area and/or Temporary Easement Area to any third parties without the prior written consent of Grantee.

10. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under the Original Agreement or this Agreement and, further, Grantor forever releases Grantee from any present or future statutory, regulatory, judicial or contractual obligation, Grantee has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor's Property.

11. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "**Claims**") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims arising from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the gross negligence or willful misconduct of Grantee.

12. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments. Grantee shall comply with all applicable environmental regulations.

13. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

14. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

15. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

16. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto, including the Original Agreement, constitute the full and entire agreement of the Parties regarding the subject matter hereof and supersede all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

17. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Athens County, Ohio.

18. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

19. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

20. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT
BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR: City of Athens

By: Andy Stone, Service Safety Director

WITNESS:

GRANTEE:

COLUMBIA GAS TRANSMISSION,
LLC, a Delaware limited liability
company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____ ,

COUNTY OF _____ , to-wit:

Before me, the undersigned officer, personally appeared _____,
known or proved to me to be the person described in and who executed the foregoing instrument,
and acknowledged that he/she executed it as his/her free act and deed.

Given under my hand and official seal this ____ day of _____, 20 ____ .

My commission expires _____ .

[SEAL]

Notary Public

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____ ,

COUNTY OF _____ , to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Columbia Gas Transmission, LLC, a limited liability company, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this ____ day of _____, 20 ____ .

My commission expires _____ .

[SEAL]

Notary Public

STATE OF _____ ,

COUNTY OF _____ , to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Columbia Gas Transmission, LLC, a limited liability company, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this ____ day of _____, 20 ____ .

My commission expires _____ .

[SEAL]

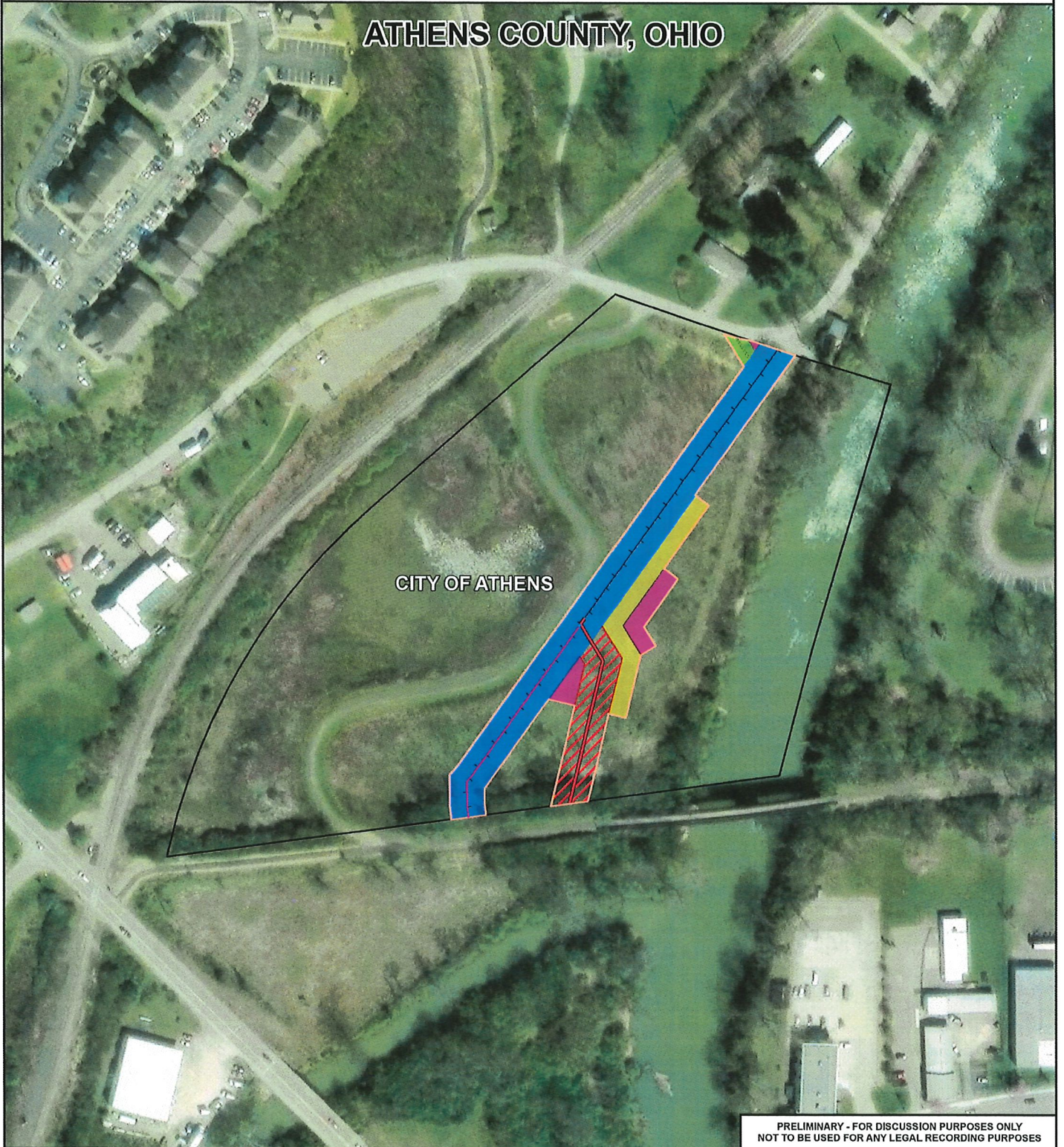
Notary Public

Prepared by and after recording return to:

Ohio Valley Acquisition, LLC
8520 Parkersburg Road
Sandyville, WV 25275

EXHIBIT A

ATHENS COUNTY, OHIO

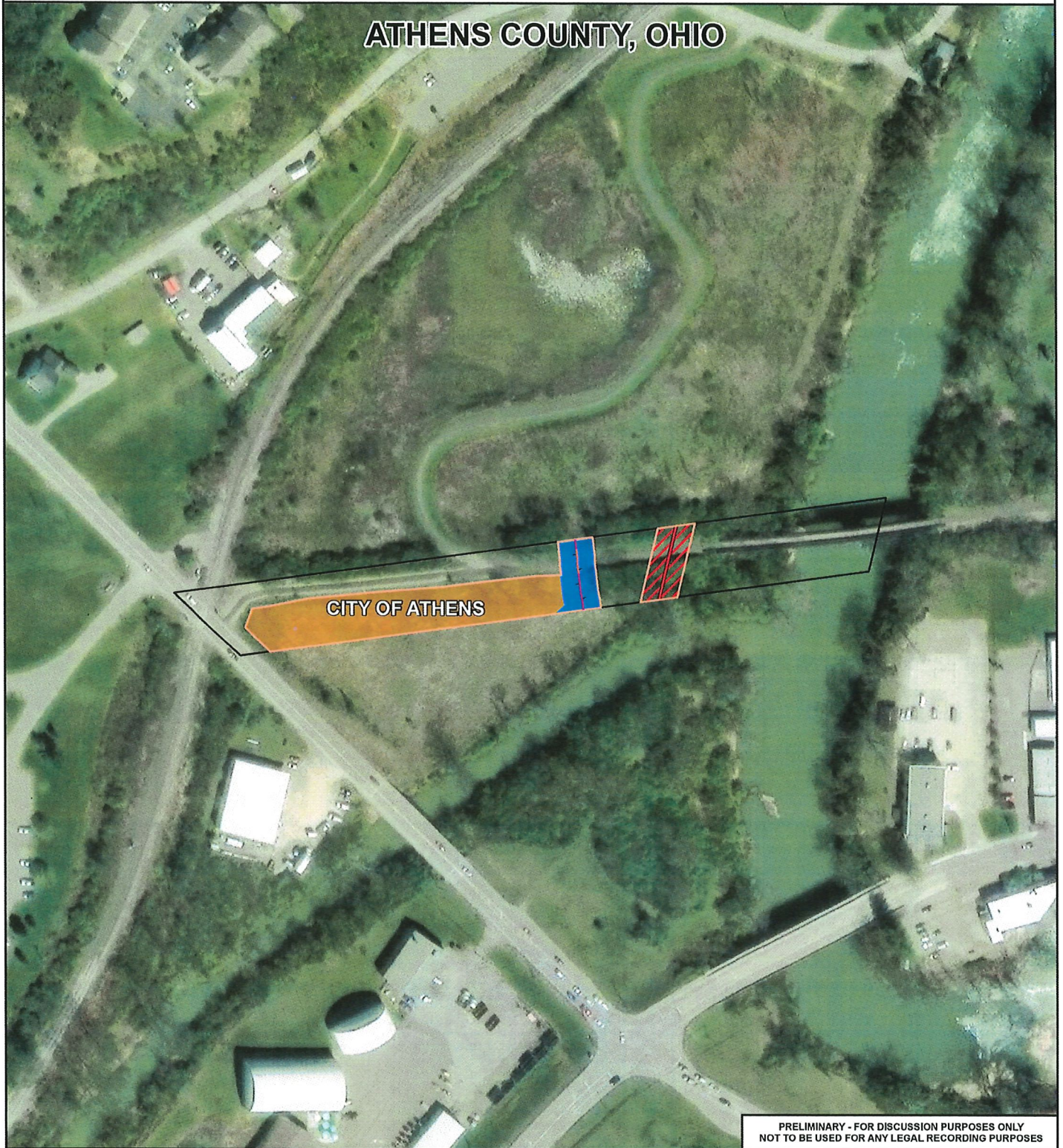


PRELIMINARY - FOR DISCUSSION PURPOSES ONLY
NOT TO BE USED FOR ANY LEGAL RECORDING PURPOSES

SCALE: 1 IN = 200 FT PAGE: 1 / 1			
PROJECT: Q223 REPLACEMENT HDD PROJECT		ACCESS ROAD CENTERLINE (FEET): 34.817	
TAX ID.: A010010044500		ACCESS ROAD WORKSPACE (AC): 0.02	
DATE: 1/2/2025		REV: A	ADDITIONAL TEMPORARY WORKSPACE (AC): 0.116
PROPOSED PIPELINE CENTERLINE (FEET): 278.646		TEMPORARY WORKSPACE (AC): 0.205	
PROPOSED EASEMENT (AC): 0.277		CONSTRUCTION WORK AREA (AC): 1.544	
EXISTING PIPELINE CENTERLINE (FEET): 806.653		STAGING AREA (AC): 0	
WORKSPACE IN EXISTING EASEMENT (AC): 0.926		EXISTING PIPELINE REMOVE / RETIRE (CUT/GROUT/CAP) (FEET): 5 / 321.77 / 0	

EXHIBIT A

ATHENS COUNTY, OHIO



PRELIMINARY - FOR DISCUSSION PURPOSES ONLY
NOT TO BE USED FOR ANY LEGAL RECORDING PURPOSES

 Existing Pipeline Remove	 Additional Temporary Workspace	 SCALE: 1 IN = 200 FT	PAGE: 1 / 1	
 Existing Pipeline Retire	 Workspace In Existing Easement			
 Existing Pipeline Cut/Grout/Cap	 Temporary Workspace			
 Proposed Centerline	 Proposed Easement			
 Existing Client Pipeline	 Staging Area			
 Access Road Centerline	 Access Road Workspace			
 Existing Easement	 Property Boundary			
 Construction Work Area				
		PROJECT: Q223 REPLACEMENT HDD PROJECT		ACCESS ROAD CENTERLINE (FEET): 0
		TAX ID.: A010010045001		ACCESS ROAD WORKSPACE (AC): 0
		DATE: 1/2/2025	REV: A	ADDITIONAL TEMPORARY WORKSPACE (AC): 0
		PROPOSED PIPELINE CENTERLINE (FEET): 107.131		TEMPORARY WORKSPACE (AC): 0
		PROPOSED EASEMENT (AC): 0.123		CONSTRUCTION WORK AREA (AC): 0.866
		EXISTING PIPELINE CENTERLINE (FEET): 100		STAGING AREA (AC): 0.626
		WORKSPACE IN EXISTING EASEMENT (AC): 0.116		EXISTING PIPELINE REMOVE / RETIRE / CUT/GROUT/CAP (FEET): 0 / 64,992 / 35

EXHIBIT B

Instrument Book Page
201300004522 OR 488 2402

This Conveyance has been examined
and the Grantor has complied with
Section 319.202 of the Revised Code

No. 50 Transfer Fee Paid \$ 50.00
Jill A. Thompson, Athens County Auditor

By HE Deputy Auditor

500 transferred
8/13/13

201300004522
Filed for Record in
ATHENS COUNTY, OHIO
JESSICA MARKINS, RECORDER
08-13-2013 At 01:46 PM.
DEED 120.00
OR Book 488 Page 2402 - 2412

201300004522
FRANK A LAVELLE
ATTORNEY AT LAW
(HDP)

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT Gerald E. & Cheryl Hope, husband and wife; Barbara & Paul Batchelder, husband and wife; Hazel I. Andrews Rose & James L. Rose, Trustees of the Andrews/Rose Trust; Elizabeth H. Tompkin, Trustee of the Elizabeth H. Tompkin Trust; and Ronald A. & Sandra L. Hope, husband and wife, the GRANTORS, for valuable consideration thereunto given, received to their full satisfaction from the City of Athens, a statutory Municipal corporation, 8 W. Washington St., Athens, OH 45701, the GRANTEE, do hereby

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its successors and assigns forever, with General Warranty covenants, the following described premises:

SEE ATTACHED EXHIBIT A. SUBJECT TO THOSE DEED RESTRICTIONS
CONTAINED IN THE ATTACHED EXHIBIT B.

PARCEL NO. A01-0010044500

LAST REFERENCES ARE SET FORTH AS FOLLOWS:

- Vol. 434, P. 2471, Vol. 431, P. 1099 and Vol. 322, P. 409 Athens County Official Records (*Ronald A. Hope and Gerald E. Hope*)
- Vol. 325, P. 619 and 626 Athens County Official Records (*Barbara A. Batchelder and Elizabeth H. Tompkin*)
- Vol. 422, P. 943 and Vol. 422, P. 1114 Athens County Official Records (*Hazel I. Andrews and James L. Rose, Trustees*)

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its successors and assigns forever.

AND THE SAID Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantee, its successors and assigns, that said Grantors are the true and lawful owner of said premises, and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, and further, that said Grantors will warrant and defend the same against all claims whatsoever except as provided herein.

Duly executed on the dates set forth below.

GRANTOR(S):

Gerald E. Hope

Gerald E. Hope

Cheryl Hope

Cheryl Hope

Barbara A. Batchelder
Barbara Batchelder

Paul E. Batchelder
Paul Batchelder

Hazel I. Andrews Rose, Trustee of the
Andrews/Rose Trust

James L. Rose, Trustee of the Andrews/Rose
Trust

Elizabeth H. Tompkin, Trustee of the
Elizabeth H. Tompkin Trust

Ronald A. Hope
Ronald A. Hope

Sandra L. Hope
Sandra L. Hope

STATE OF MICHIGAN)

COUNTY OF _____) ss:

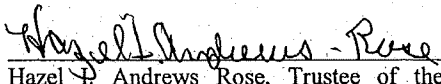
The foregoing instrument was executed and acknowledged before me, a notary public in and
for said County and State, this ____ day of _____, 2013, at
_____, Gerald E. Hope and Cheryl Hope,
husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio
Revised Code.

SEAL

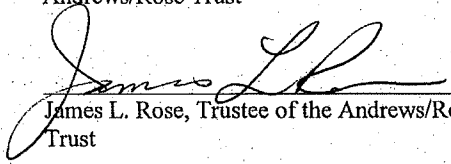
Notary Public
My Comm. Expires: _____

Barbara Batchelder

Paul Batchelder

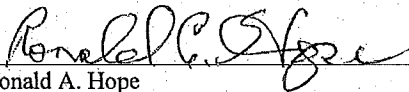


Hazel P. Andrews Rose, Trustee of the
Andrews/Rose Trust

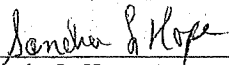


James L. Rose, Trustee of the Andrews/Rose
Trust

Elizabeth H. Tompkin, Trustee of the
Elizabeth H. Tompkin Trust



Ronald A. Hope



Sandra L. Hope

STATE OF MICHIGAN)

COUNTY OF _____) ss:

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this _____ day of _____, 2013, at _____, _____ Gerald E. Hope and Cheryl Hope, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

Barbara Batchelder

Paul Batchelder

Hazel I. Andrews Rose, Trustee of the Andrews/Rose Trust

James L. Rose, Trustee of the Andrews/Rose Trust

Elizabeth H. Tompkin, Trustee of the Elizabeth H. Tompkin Trust

Elizabeth H. Tompkin, Trustee of the Elizabeth H. Tompkin Trust

Ronald A. Hope
Ronald A. Hope

Sandra L. Hope
Sandra L. Hope

STATE OF MICHIGAN)

) ss:

COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this ____ day of _____, 2013, at _____, _____ Gerald E. Hope and Cheryl Hope, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

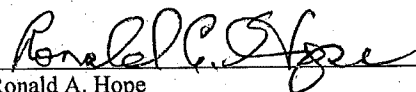
Barbara Batchelder

Paul Batchelder

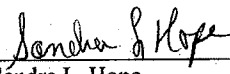
Hazel I. Andrews Rose, Trustee of the
Andrews/Rose Trust

James L. Rose, Trustee of the Andrews/Rose
Trust

Elizabeth H. Tompkin, Trustee of the
Elizabeth H. Tompkin Trust



Ronald A. Hope



Sandra L. Hope

STATE OF MICHIGAN)

) ss:

COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me, a notary public in and
for said County and State, this ____ day of _____, 2013, at
_____, Gerald E. Hope and Cheryl Hope,
husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio
Revised Code.

SEAL

Notary Public

My Comm. Expires: _____

Barbara Batchelder

Paul Batchelder

Hazel I. Andrews Rose, Trustee of the
Andrews/Rose Trust

James L. Rose, Trustee of the Andrews/Rose
Trust

Elizabeth H. Tompkin, Trustee of the
Elizabeth H. Tompkin Trust

Ronald A. Hope

Ronald A. Hope

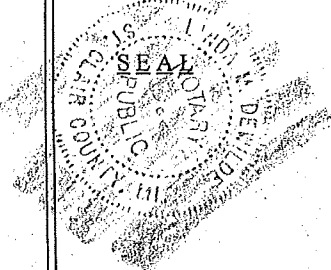
Sandra L. Hope

Sandra L. Hope

STATE OF MICHIGAN)

COUNTY OF MACOMB) ss:

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this 25th day of JUNE, 2013, at MEMPHIS, MICHIGAN Gerald E. Hope and Cheryl Hope, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

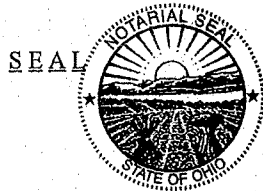


Linda M. DeWilde
Notary Public
My Comm. Expires: 09-30-2013

LINDA M. DE WILDE
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Sep 30, 2018
ACTING IN COUNTY OF
St. Clair

STATE OF OHIO)
COUNTY OF Ohio) ss:

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this 26th day of JUNE, 2013, at CANTON, Ohio Barbara Batchelder and Paul Batchelder, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.



LISA M. THOMPSON
Notary Public
In and for the State of Ohio
My Commission Expires
July 20, 2014

Lisa M. Thompson
Notary Public
My Comm. Expires: 7-20-14

STATE OF MICHIGAN)
COUNTY OF _____) ss:

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this ____ day of _____, 2013, at _____, Hazel I. Andrews Rose and James L. Rose, Trustees of the Andrews/Rose Living Trust, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF ILLINOIS)
COUNTY OF _____) ss:

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this ____ day of _____, 2013, at _____, Elizabeth H. Tompkin, Trustee of the Trust, as her free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

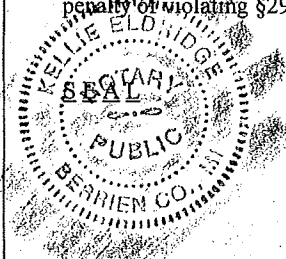
The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this ____ day of _____, 2013, at _____, Barbara Batchelder and Paul Batchelder, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF Berrien)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this 24 day of June, 2013, at Niles, MI Hazel I. Andrews Rose and James L. Rose, Trustees of the Andrews/Rose Living Trust, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.



Kellie Eldridge
Notary Public Kellie Eldridge
My Comm. Expires: 08/12/2015

STATE OF ILLINOIS)
) ss:
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this ____ day of _____, 2013, at _____, Elizabeth H. Tompkin, Trustee of the Trust, as her free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this _____ day of _____, 2013, at _____, Barbara Batchelder and Paul Batchelder, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this _____ day of _____, 2013, at _____, Hazel I. Andrews Rose and James L. Rose, Trustees of the Andrews/Rose Living Trust, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF ILLINOIS)
) ss:
COUNTY OF Cook)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this 24 day of June, 2013, at Western Springs, IL, Elizabeth H. Tompkin, Trustee of the Trust, as her free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

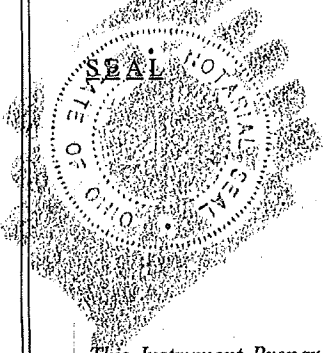
SEAL



Esther M Cook
Notary Public
My Comm. Expires: 3-19-14

STATE OF OHIO)
) ss:
COUNTY OF ATHENS)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this 20 day of June, 2013, at Athens, OH, Ronald A. Hope and Sandra L. Hope, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.



Frank A. Lavelle
Notary Public
My Comm. Expires: _____

FRANK A. LAVELLE
Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 RC

This Instrument Prepared By: Frank A. Lavelle, Attorney at Law, LAVELLE LAW OFFICES, L.P.A., 8 North Court St., 2nd Floor, P.O. Box 661, Athens, OH 45701-0661, (740) 593-3347.

NAWPA - C:\Athens City-Hope\Documents\Warranty Deed Grantee as Corporation.wpd

Description Approved
Jill A. Thompson 6-24-13
Athens County Auditor

EXHIBIT A

Situated in Section 22, T. 9, R. 14, Athens Township, Athens County, Ohio, and being more particularly described as follows:

Commencing at the south-east corner of lease lot 100 at the intersection of the Hocking River and Margaret Creek; thence, following said Hocking River North 9° 27' 20" East, a distance of 213.10 feet to a point, said point being the POINT OF BEGINNING; thence, leaving said River, South 79° 08' 22" West, a distance of 882.08 feet to an iron pin set on the East side of the New York Central Railroad Right of Way, passing an iron pin set at 232.60 feet; thence, following said Right of Way, North 9° 48' 47" East, a distance of 13.51 feet to a point, said point being the point of curvature of a tangent curve, concave to the southeast, having a radius of 909.99 feet and a central angle of 36° 07' 50" and a chord bearing of North 27° 52' 42" East, 564.38 feet; thence, Northeast along said curve, a distance of 573.84 feet to a point; thence, North 45° 56' 38" East, a distance of 458.90 feet to a point in Township Road 402, passing a monument found at 432.40 feet; thence leaving said Railroad Right of Way and following said road South 75° 21' 30" East, a distance of 412.89 feet to a point in the aforementioned Hocking River, passing an iron pin found at 376.79 feet; thence, following said River, South 13° 33' 43" West, a distance of 391.08 feet to a point; thence, South 11° 43' 48" West, a distance of 184.40 feet to the POINT OF BEGINNING, said described tract CONTAINING 11.209 ACRES (488,260.6793 square feet).

Subject to all easements and right-of-ways of record. All iron pins set are 5/8 inch x 30 inch long rebar.

The above description is based on a field survey completed November 1997 By: John M. Branner P.S. 6805m 12500 N. Peach Ridge Rd., Athens, OH 45701 (614) 592-5778.

PRIOR DEED REFS: Vol. 145, Page 349, Vol. 262, Page 1751 Athens County Official Records
LAST DEED REF: Vol. 434, Page 2471 Athens County Official Records

PARCEL NO. A01-001000445-00

NAWP/A - C:\Athens City-Hope\Documents\Exhibit A.wpd