



AGENDA
ATHENS CITY COUNCIL
MONDAY, APRIL 21, 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 City Council held April 7, 2025
- 3. Communications**
- 4. Reports and Communications from Other Elected Officials**
- 5. Ordinances for Third 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 Swank

- 6. Ordinances for First Reading:**

0-43-25

AN ORDINANCE AMENDING THE 2025 APPROPRIATION ORDINANCE 115-24.
Introduced by Council Member Risner

0-44-24

AN ORDINANCE AMENDING ORDINANCE 121-24; AUTHORIZING 2025 STAFFING LEVELS.
Introduced by the Finance & Personnel Committee

0-45-25

AN ORDINANCE AMENDING ORDINANCE 116-24; 2025 NON-UNION COMPENSATION, AUTHORIZED PAY GRADES, IN THE RECREATION AND COMMUNITY CENTER.
Introduced by the Finance & Personnel Committee

0-46-25

AN ORDINANCE AMENDING SECTION 7, EDUCATIONAL REQUIREMENTS, OF ORDINANCE 117-24, THE 2025 FRINGE BENEFITS PACKAGE FOR NON-UNION PERSONNEL WITHIN THE CITY OF ATHENS.
Introduced by the Finance & Personnel Committee

0-47-25

AN ORDINANCE AUTHORIZING A CONTRACT WITH THE WASHINGTON COUNTY COMMISSIONERS; AND DECLARING AN EMERGENCY.
Introduced by Council Member McCarey

0-48-25

AN ORDINANCE DECLARING A REAL AND PRESENT EMERGENCY, THUS OBVIATING THE FORMAL BIDDING PROCEDURE, FOR A SLIP REPAIR ON JONESWOOD DRIVE.
Introduced by Council Member Spjeldnes

0-49-25

AN ORDINANCE CLOSING EAST UNION STREET BETWEEN COURT AND UNIVERSITY TERRACE ON THURSDAY, JUNE 19, 2025, FROM 1:00 P.M. TO 7:30 P.M. FOR THE COMMUNITY JUNETEENTH CELEBRATION.
Introduced by Council Member Spjeldnes

0-50-25

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 COMMUNITY JUNETEENTH CELEBRATION.
Introduced by Council Member Spjeldnes

0-51-25

AN ORDINANCE REQUESTING THE LAW DIRECTOR TO FILE A CIVIL LAWSUIT FOR INJUNCTIVE RELIEF FOR THE UNAUTHORIZED USE OF THE CITY OF ATHENS' RIGHT-

OF-WAY AT 37 AND 37 ½ WOODWARD AVENUE.
Introduced by Council Member Swank

7. Announcements & Other Business:

- Motion to Accept the March 2024 Financial Reports
- Motion to Accept the February 2025 Credit Card Transactions

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

9. 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.

0-39-25

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 II: 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~~ **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 III: 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 Alan Swank, Chair
Planning & Development 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

ATTEST:

APPROVED:

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 _____, 20____, by and between City of Athens, a municipal corporation, whose address is 8 E. Washington Street, Athens, OH 45701 (whether one or more, 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 in 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 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 as 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, 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;
- 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, 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 right of way of all encroachments and vegetation, save and except such compensation prescribed in Section 3.c) below.

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 interference. Coordination between Grantee and Grantor shall occur 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 that, in Grantee's sole and exclusive determination, are not necessary for the transmission of gas. Should a change or relocation of an installed pipeline result in any segment of such pipeline being rendered permanently inoperable for the transmission of gas, Grantee shall release any easement areas associated with such abandoned section of pipeline within 90 days of abandonment. 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, 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 maintenance activities and/or ground disturbance 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, save and except such compensation prescribed in Section 3.c). 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.

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

WITNESS:

GRANTOR:

THE CITY OF ATHENS

By: _____
Name: _____

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 Andy Stone, the Service Safety Director for the City of Athens, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the City of Athens.

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]

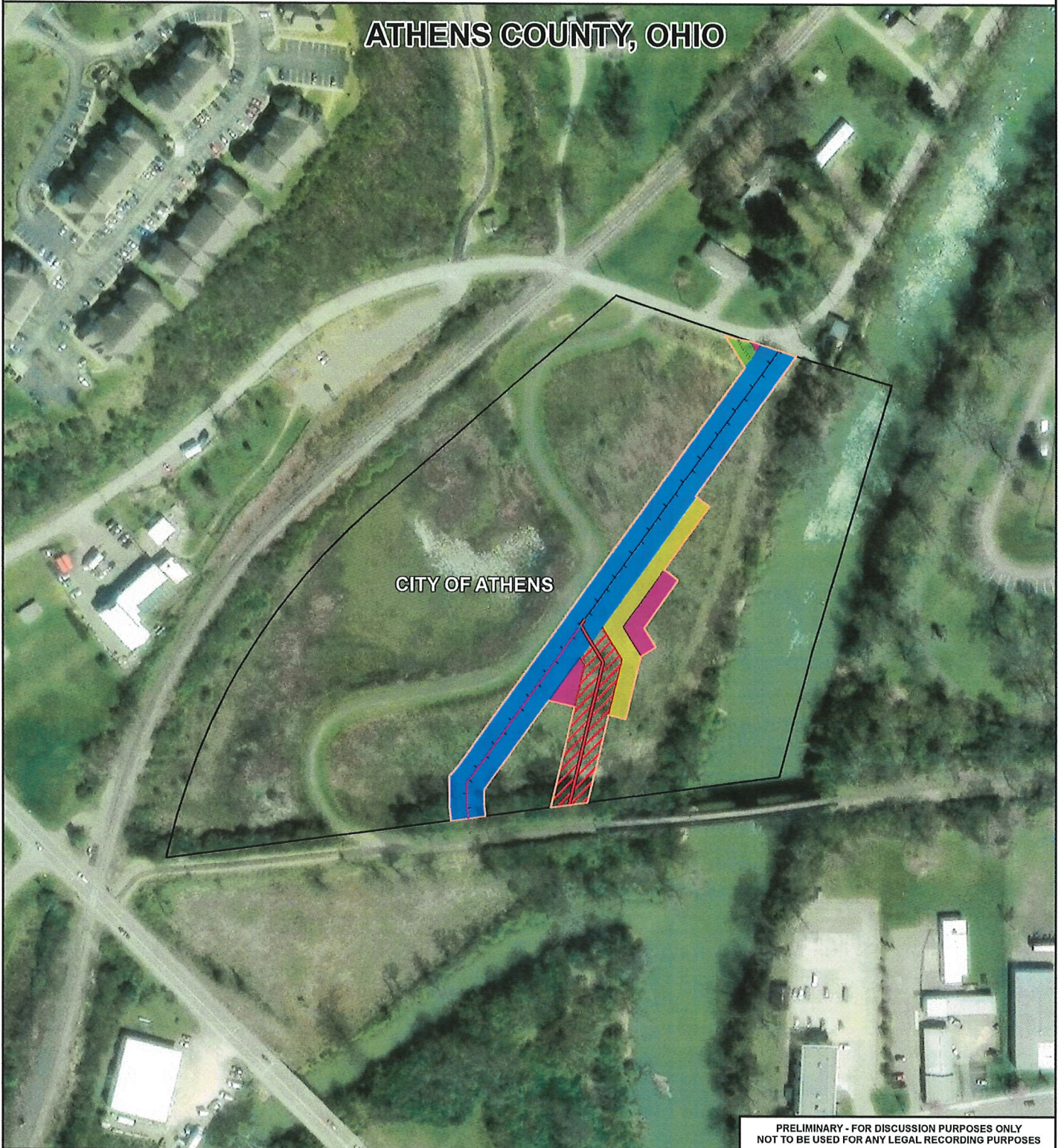
Notary Public

Prepared by and after recording return to:

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

EXHIBIT A

ATHENS COUNTY, OHIO

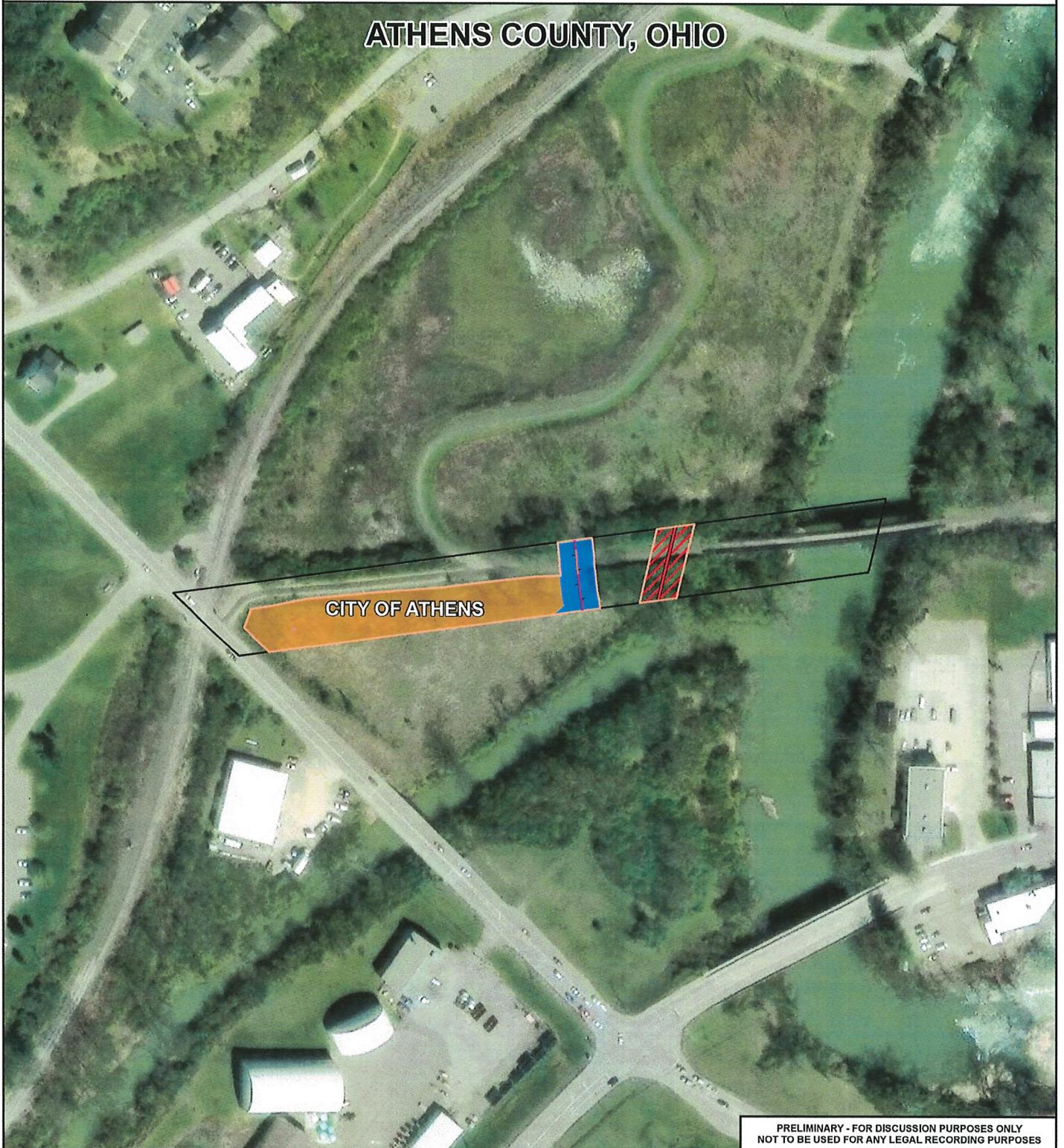


PRELIMINARY - FOR DISCUSSION PURPOSES ONLY
NOT TO BE USED FOR ANY LEGAL RECORDING PURPOSES

Existing Pipeline Remove Existing Pipeline Retire Existing Pipeline Cut/Grout/Cap Proposed Centerline Existing Client Pipeline Access Road Centerline Existing Easement Construction Work Area		Additional Temporary Workspace Workspace In Existing Easement Temporary Workspace Proposed Easement Staging Area Access Road Workspace Property Boundary		SCALE: 1 IN = 200 FT	PAGE: 1 / 1	TC Energy
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 / 321,771 / 0

EXHIBIT A

ATHENS COUNTY, OHIO



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

Existing Pipeline Remove Existing Pipeline Retire Existing Pipeline Cut/Grout/Cap Proposed Centerline Existing Client Pipeline Access Road Centerline Existing Easement Construction Work Area	Additional Temporary Workspace Workspace In Existing Easement Temporary Workspace Proposed Easement Staging Area Access Road Workspace Property Boundary	W N E S SCALE: 1 IN =200 FT PAGE: 1 / 1	TC Energy
		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): 0.526
		WORKSPACE IN EXISTING EASEMENT (AC): 0.116	EXISTING PIPELINE REMOVE / RETIRE /CUT/GROUT/CAP (FEET): 0 / 64,992/ 35

EXHIBIT B

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

No. 8 Transfer Fee Paid \$0.00
Jill A. Thompson, Athens County Auditor

By HE Deputy Auditor

see 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
(HOPE)

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:

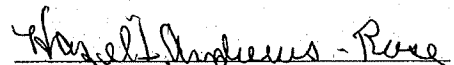
The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this ____ day of _____, 2013, at _____, _____, Gerald E. Hope and Cheryl Hope, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

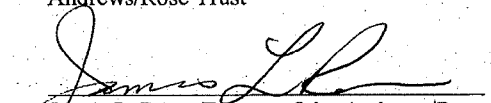
SEAL

Notary Public
My Comm. Expires: _____

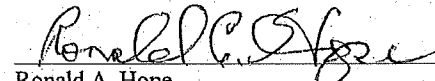
Barbara Batchelder

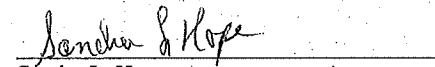
Paul Batchelder


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)

) 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

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

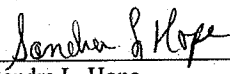
Hazel I. Andrews Rose, Trustee of the
Andrews/Rose Trust

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.



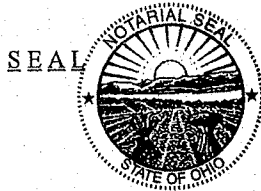
Linda M. DeWilde
Notary Public
My Comm. Expires: 09-30-2013

LINDA M. DE WILDE
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Sep 30, 2013
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 _____)

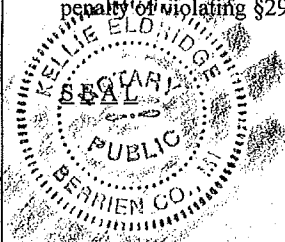
The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this ____ day of _____, 2013, at _____, Barbara Batchelder and Paul Batchelder, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF Benien)

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 624-13
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

N:\WPMA - C\Athens City-Hope\Documents\Exhibit A.wpd

0-43-25

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 Thirty Thousand Dollars (\$30,000.00) to Water Fund, 740.637, T.C. 300, to be reimbursed by the Ohio EPA for abandonment of unused wells, 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

0-44-25

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: Authorized staffing levels in the Recreation and Community Center are hereby amended to read as follows:

<u>FUND</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>F.T.E.</u>
270.940	Recreation	Director	0.5
270.940	Recreation	Assistant Director	0.5
270.940	Recreation	Program Specialist – APR	0.5
270.940	Recreation	Program Specialist – Arts	0.5
270.940	RECREATION	PROG.SPEC.-ATHLETICS & FITNESS	0.25
270.940	Recreation	Rec. Maint. Specialist	2
270.940	Recreation	Custodian	0.25
270.940	Recreation	Labor Supervisor	0.9
271.940	Community Center	Director	0.5
271.940	Community Center	Assistant Director	0.5
271.940	Community Center	Prog. Specialist – Childcare	1
271.940	Community Center	Prog. Specialist – APR	0.5
271.940	Community Center	Prog. Specialist – Arts	0.5
271.940	COMMUNITY CENTER	PROG.SPEC.-ATHLETICS & FITNESS	0.75
271.940	Community Center	Operations Specialist	2 1
271.940	Community Center	Custodian	1.75

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

0-45-25

Introduced by Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 116-24; 2025 NON-UNION
COMPENSATION, AUTHORIZED PAY GRADES, IN THE RECREATION AND
COMMUNITY CENTER.

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

SECTION I: An Ordinance amending Ordinance 116-24, 2025 Non-Union
Compensation, authorized Pay Grades, in the Recreation and Community Center, as
attached hereto and incorporated herein by reference.

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

ATTEST:

Clerk of Council

President of Council

APPROVED:

Mayor

City of Athens Pay Grades

PAY GRADE	MIN	MID	MAX	POSITION TITLE
12	\$41.79	\$50.66	\$59.54	Service-Safety Director
11	\$38.59	\$47.28	\$55.97	City Engineer/Director of Public Works; Fire Chief; Police Chief; Assistant Law Director
10	\$35.40	\$43.37	\$51.34	Human Resources Director; Deputy Auditor; Director of Arts, Parks and Recreation; Director of Development, Enforcement and Facilities; Government Channel Director; Deputy Service-Safety Director; Prosecutor (2)
9	\$32.48	\$38.97	\$45.47	Fire Captain; Police Captain; Assistant City Engineer; WTP Manager; WWTP Manager; City Planner
8	\$29.80	\$35.76	\$41.72	Assistant Director of Arts, Parks and Recreation; Assistant Director of Development, Enforcement and Facilities; Assistant Director of Public Works
7	\$27.34	\$32.81	\$38.28	Lab Technician (2); Environmental Coordinator; Clerk of Council; Building Project Supervisor; [Labor Supervisor (4) Water, Sewer, Streets, APR]
6	\$25.08	\$29.47	\$33.86	Social Worker; Project Inspector; Income Tax Administrator (2); IT System Administrator
5	\$23.01	\$27.03	\$31.06	Account Administrator I (Auditor); Executive Administrator (Auditor); Account Administrator II (Utilities Billing); Program Specialist (Arts); Program Specialist (APR); Program Specialist (Childcare); PROGRAM SPECIALIST (ATHLETICS & FITNESS PROGRAMMING); Human Resources Coordinator; DEIA Coordinator
4	\$21.12	\$24.81	\$28.50	IT Technician; TGC Technician; Solid Waste Control Inspector; Building Projects Technician; Administrative Coordinator (E/PW); Executive Assistant (SSD); Court Security; Court Administrator; Diversion Program Coordinator
3	\$19.37	\$22.75	\$26.14	Administrative Assistant II; Account Administrator I (Utilities Billing); Production Specialist (TGC); Executive Assistant (Mayor); Intensive Probation Director
2	\$17.77	\$20.87	\$23.98	Operations Specialist (21); Legal Secretary II; Court Reporter; Diversion Administrative Assistant; Probation Officer (2)
1	\$16.29	\$19.15	\$22.01	General Secretary (Fire); General Secretary (Code); Legal Secretary I; Data Entry Operator (2)

0-46-25

Introduced by Finance & Personnel Committee

AN ORDINANCE AMENDING SECTION 7, EDUCATIONAL REQUIREMENTS, OF ORDINANCE 117-24, THE 2025 FRINGE BENEFITS PACKAGE FOR NON-UNION PERSONNEL WITHIN THE CITY OF ATHENS.

WHEREAS, the Mayor intends to appoint Jarod Balderson as the next City Engineer and Director of Public Works; and

WHEREAS, Mr. Balderson has the experience and displays the necessary leadership qualities to lead the City's largest and most complex department; and

WHEREAS, Mr. Balderson holds an ABET-accredited bachelor's degree in electrical engineering and the necessary experience to sit for the Ohio engineering principles and practice exam, but has not yet done so;

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

SECTION I: Section 7, Educational Requirements, of Ordinance 117-24, the 2025 Fringe Benefits Package for Non-Union Personnel, is hereby amended to postpone the educational requirements for two (2) years from the date of appointment, allowing Mr. Balderson the necessary time to complete the required state applications and examinations, and shall read as follows:

7. EDUCATIONAL REQUIREMENTS:

As a job requirement, a related professional license shall be held by the following employees:

Fire Chief	Certifications equivalent to fire fighters' labor Agreement requirements
------------	--

Fire Captain	Certifications equivalent to fire fighters' labor agreement requirements
--------------	--

Plant Manager	Class III Operator License
---------------	----------------------------

Director of Public Works/City Engineer	Professional Engineer (within 2 yrs. of appt. of Mr. Balderson)
--	---

Utility Labor Supervisor	Class II Distribution or Class II Collection
--------------------------	---

Nothing in this section precludes the requirements prescribed for any position by the Ohio Revised Code.

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

0-47-25

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING A CONTRACT WITH THE WASHINGTON COUNTY COMMISSIONERS; AND DECLARING AN EMERGENCY.

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 one-year contract, from May 1, 2025, through April 30, 2026, with the Washington County Commissioners for the housing of prisoners in accordance with the contract 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 order to provide adequate space for the housing of prisoners, and that 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

CONTRACT FOR HOUSING PRISONERS
In the
WASHINGTON COUNTY JAIL

WHEREAS, this contract is made this _____ day of _____, 2025, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereinafter referred to as "Sheriff", and the _____ hereafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who are serving a jail sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Contractor for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants herein made, each of the parties agree as follows:

1. The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons:
 - a. All persons arrested by _____ for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs (a) and (b) above shall be designated as prisoners in this contract.
2. The cost to be paid to the County by the Contractor shall be the amount of one hundred dollars (\$100.00) per day for each person incarcerated in the Washington County Jail under paragraph (1). Any portion of a day will be billed as one calendar day. Such time period shall be measured from the time said prisoner is transferred to the custody of the County and ends when the Contractor resumes custody.
3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, and/or that could adversely affect operation of the Washington County Jail.

5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.

6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor fees, hospital charges, and prescription costs.

7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.

8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail if the body is not claimed for interment at the expense of friends or relatives, including all incidental expenses related thereto.

9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.

10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within thirty (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.

11. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Washington County Jail. Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provided, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notification terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

12. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.

13. The parties hereto agree that, except where expressly stated otherwise, the laws and administrative rules and regulations of the State of Ohio shall govern any matter relating to this Agreement and a prisoner's confinement under this Agreement. The Contractor further agrees that during the period of time covered by this Agreement, Contractor shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future

may be, in force at the Washington County Jail, as prescribed by either the Sheriff, the Washington County Commissioners, the Washington County Court of Common Pleas, and/or the Ohio Department of Rehabilitation and Corrections.

14. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

15. This Agreement constitutes the entire agreement between the Contractor and County under which the County will house the Contractor's inmates. No other oral or written agreements between the parties shall affect this Agreement. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated. Any alteration of the contract shall result in the contract being null and void.

16. This agreement shall be effective as of May 1, 2025, and terminated April 30, 2026.

This agreement is entered into on behalf of the _____ pursuant to Resolution Number _____ passed _____, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their respective authorized officers on the day first written above.

Commissioner

Witness

Commissioner

Sheriff

Commissioner

Washington County Commissioners

Witness

Charlie Schilling, President

Ben Cowdery, Clerk

Eddie Place, Vice President

James Booth

Approved as to form

Mark Warden, Sheriff

Nicole Coil, Prosecuting Attorney

0-48-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE DECLARING A REAL AND PRESENT EMERGENCY, THUS
OBVIATING THE FORMAL BIDDING PROCEDURE, FOR A SLIP REPAIR ON
JONESWOOD DRIVE.

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

SECTION I: Due to the need for immediate action to repair a slip on
Joneswood Drive that is in danger of imminent failure, the City of Athens hereby
declares an emergency situation pursuant to Ohio Revised Code Section 735.051.

SECTION II: The 2025 Appropriation Ordinance, 0-115-24, is hereby
amended by appropriating from the unappropriated balance, the sum of Six Hundred
Thousand Dollars (\$600,000.00) to Street Fund, 220, T.C. 500, and increasing the
total appropriations by said amount.

SECTION III: The Service-Safety Director is hereby authorized to expend up to
Six Hundred Thousand Dollars (\$600,000.00) from Street Fund, 220, T.C. 500, for
said slip repair.

SECTION IV: 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, and that 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

0-49-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE CLOSING EAST UNION STREET BETWEEN COURT AND UNIVERSITY TERRACE ON THURSDAY, JUNE 19, 2025, FROM 1:00 P.M. TO 7:30 P.M. FOR THE COMMUNITY JUNETEENTH CELEBRATION.

WHEREAS, a request has been received from Ohio University and the Athens County Foundation, to close a portion of East Union Street in order that the Community Juneteenth Celebration 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 1:00 p.m. to 7:30 p.m. on Thursday, June 19, 2025, for the Community Juneteenth Celebration, 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 Thursday, June 19, 2025, from 10:00 a.m. to 7:30 p.m. for the Community Juneteenth Celebration.
- 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

0-50-25

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 COMMUNITY JUNETEENTH CELEBRATION.

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 Thursday, June 19, 2025, from 3:00 p.m. to 6:00 p.m., to allow vending in the designated Community Juneteenth Celebration 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

0-51-25

Introduced by Alan Swank, Chair
Planning and Development Committee

AN ORDINANCE REQUESTING THE LAW DIRECTOR TO FILE A CIVIL LAWSUIT FOR INJUNCTIVE RELIEF FOR THE UNAUTHORIZED USE OF THE CITY OF ATHENS' RIGHT-OF-WAY AT 37 AND 37 ½ WOODWARD AVENUE.

WHEREAS, the owner of 37 and 37 ½ Woodward Avenue constructed a brick paver patio and curbing in the City's right-of-way without first applying to the City for said use of the City right-of-way; and

WHEREAS, upon a complaint made to the Code Enforcement Office, the owner was informed of the unauthorized use of the City right-of-way and issued a Notice of Violation pursuant to Athens City Code Sections 49.07.01(A), right-of-way construction permits, and 23.06.02(A), zoning permit; and

WHEREAS, it is the consensus of the Athens City Council Planning & Development Committee to request the City Law Director to file a civil lawsuit for injunctive relief for the unauthorized use of the City right-of-way and seek an order that the property owner remove the paver patio and curbing from the City right-of-way;

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

SECTION I: Athens City Council does hereby request the City Law Director to file a civil lawsuit for injunctive relief against Cameron Tope/Emerson Property Management, LLC in the Athens County Court of Common Pleas for the unauthorized use of the City right-of-way and for an order for said owner to remove the paver patio and curbing from the City right-of-way.

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.

ATTEST:

Clerk of Council

President of Council

APPROVED:

Mayor