



AGENDA
ATHENS CITY COUNCIL
TUESDAY, JUNE 17, 2025 AT 7:00 PM

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

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

1. SPECIAL SESSION

2. Establish Quorum

3. Ordinances for Third Reading:

0-66-25

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 75 KIMES LANE TO MAINTAIN EXISTING SIGNAGE IN THE CITY RIGHT-OF-WAY AT US 50 AND NORTH BLACKBURN ROAD.

Introduced by Council Member Swank

- **0-67-25**

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE EXTENSION OF KENNY DRIVE AS PART OF THE PUBLIC SAFETY TRAINING FACILITY, PROJECT #373.

Introduced by Council Member Thomas

- **0-68-25**

AN ORDINANCE AMENDING ORDINANCE 108-24; AUTHORIZING DESIGN AND CONSTRUCTION OF A PUBLIC SAFETY TRAINING FACILITY, PROJECT #373.

Introduced by Council Member Thomas

- **0-69-25**

AN ORDINANCE AFFIRMING AN EASEMENT FROM THE STATE OF OHIO AS GRANTOR TO THE CITY OF ATHENS, GRANTEE, NECESSARY FOR THE CONSTRUCTION OF THE STATE ROUTE 682/56 ROUNDABOUT, PROJECT #357.

Introduced by Council Member Spjeldnes

- **0-70-25**

AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO PARTICIPATE IN THE STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) FOR ISSUE I FUNDS; AND

TO EXECUTE CONTRACTS AS REQUIRED.

Introduced by Council Member Spjeldnes

- **0-71-25**

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 107 AND 107 1/2 EAST STATE STREET TO ALLOW CONTINUED USE FOR RESIDENTIAL PARKING ON AN UNUSED CITY ALLEYWAY.

Introduced by Council Member Swank

- **0-72-25**

AN ORDINANCE AMENDING ORDINANCE 57-25; CONSTRUCTION OF THE COLUMBUS ROAD SHARED USE PATH, PROJECT #365.

Introduced by Council Member Spjeldnes

4. 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.

RECORD OF ORDINANCES

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

Ordinance No. **0-66-25** Passed _____, 20____

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 75 KIMES LANE TO MAINTAIN EXISTING SIGNAGE IN THE CITY RIGHT-OF-WAY AT US 50 AND NORTH BLACKBURN ROAD.

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 75 Kimes Lane, owner, Kimes Convalescent Center, Ltd., to maintain existing signage at US 50 and North Blackburn Road, as indicated on the application attached hereto and incorporated herein by reference.

SECTION II: Kimes Convalescent Center, Ltd., 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. Kimes Convalescent Center, Ltd., 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

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."

(For Office Use Only)

Permit # T4925-000003
Date Rec'd 5-13-25

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.

Applicant Kimes Convalescent Center, Ltd. Phone 740-593-3357
Mailing Address c/o Mollica Gall Sloan & Sillery Co. LPA, Attn: David J. Mott
Email Address mottd@mgss.com
Address of Project/ Site 75 Kimes Lane, Athens, Ohio 45701
Parcel Number A029190005302 Zoning Designation B-2/Business District
Property Owner Kimes Convalescent Center, Ltd. Phone 740-593-3391
Property Owner Mailing Address 75 Kimes Lane, Athens, Ohio 45701
Project Description Maintain existing signage at US 50 and North Blackburn Road

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 this application, the applicant agrees to comply with all facets of Athens City Code Title 49.

Applicant Signature Richard Buckley Owner Date May 6, 2025

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 the encroachment of permittee upon property of the City of Athens that is the subject of this application.

Property Owner Signature Richard Buckley Date May 12, 2025

For Official Use Only

1. Code Enforcement Admin: Signature (Signature) Date 5-13-25
☒ Supporting Documents Attached ☒ Fee Paid Amount \$ 50⁰⁰

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

Remarks _____
Signature (Signature) Date 5-14-25

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

Remarks _____
Signature _____ Date _____

4. Service Safety Director: ☒ Approved ☐ Refused ☐ Missing Documentation

Remarks _____
Signature (Signature) Date 5/14/25

Additional information required by Title 49:

ACC 49.03.02(E)(3) A certificate of insurance where required to be provided to meet the requirements of this chapter;

See attached.

ACC 49.03.02(E)(4) A copy of the applicant's certificate of authority from the PUCO and/or the FCC and/or FERC if the applicant is lawfully required to have or actually does possess such certificate(s) from said commission(s) and any other approvals, permits, or agreements including, but not limited to, any pole attachment and/or conduit use agreements existing between applicant and an owner of said poles and/or conduit;

Not applicable.

ACC 49.03.02(E)(5) Upon request of the city, a detailed description of the applicant's proposed facilities, including, but not limited to, credible information detailing applicant's financial, managerial, and technical ability to fulfill applicant's obligations under this chapter and carry on applicant's proposed activities, and other information as described in this chapter and any rules and regulations.

Application is made for existing directional sign, which predates Title 49, to Kimes Convalescent Center facilities. See attached.

ACC 49.03.02(E)(6) An indication of whether the applicant, or any person controlling the applicant, has been adjudged bankrupt or has been found by any court or administrative agency to have violated a security or antitrust law, or to have committed a felony, or any crime involving moral turpitude; and, if so, identification of any such person and a full explanation of the circumstances;

No.

Client#: 46643

KIMESCONV

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/26/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Ohio, LLC 1349 W Lane Ave Suite 900 Columbus, OH 43221		CONTACT NAME: Jessica Denney PHONE (A/C, No, Ext): 614 224-0772 FAX (A/C, No): 614 224-0732 E-MAIL ADDRESS: Jessica.Denney@assuredpartners.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Health Care Industry Llab Recip Ins RRG	NAIC # 11832
INSURED Klimes Convalescent Center, Ltd 75 Klimes Lane Athens, OH 45701		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Prof Liab \$1M/\$3M ☒ Stop Gap \$500K/\$500K GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	X		HRGOH010172OC05	04/01/2025	04/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$Included Empl Bene \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured on the above policy with respect to the Insured's sign situated on city property.

** Named Insureds **

Klimes Convalescent Center, Ltd, DBA Klimes Nursing & Rehabilitation Center, Hospice of Klimes, LLC, DBA Klimes at Home

CERTIFICATE HOLDER

CANCELLATION

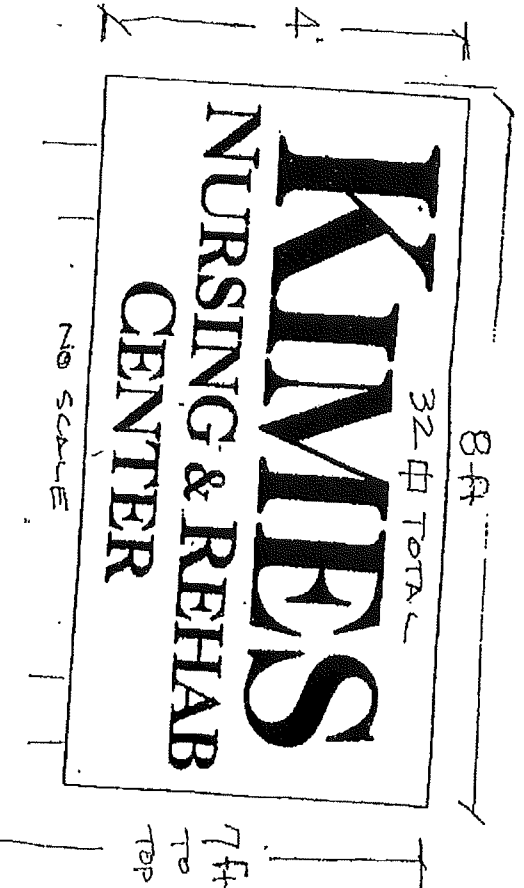
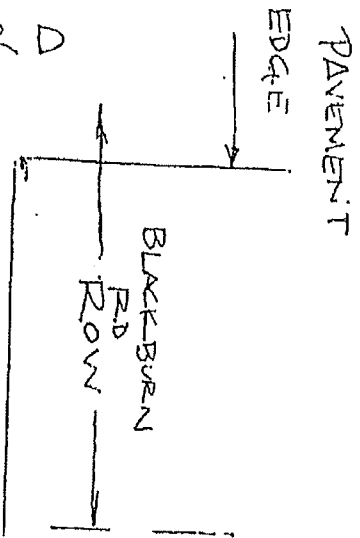
City of Athens
 Office of Code Enforcement
 28 Curran Drive
 Athens, OH 45701

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

AUTHORIZED REPRESENTATIVE

Chet P. Rink

SCALE 1" = 10'



No. BLACKBURN RD

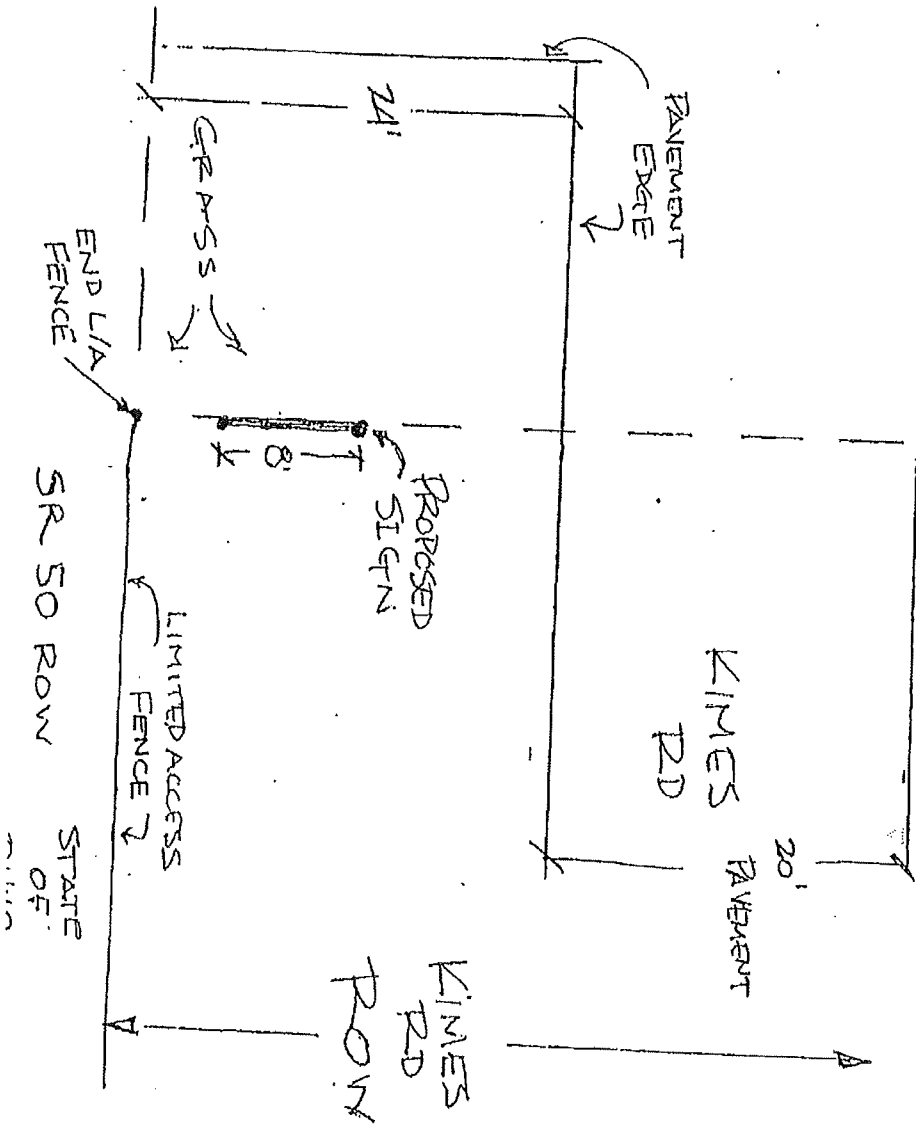


EXHIBIT
"A"

0-67-25

Introduced by Jessica Thomas, Member
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE EXTENSION OF KENNY DRIVE AS PART OF THE PUBLIC SAFETY TRAINING FACILITY, PROJECT #373.

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 grant agreement with the Ohio Department of Transportation for the extension of Kenny Drive as part of the Public Safety Training Facility, Project #373, a copy of said agreement is attached hereto and incorporated herein by reference.

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



GRANT AGREEMENT

Project Information			
Grantee:	City of Athens	PID:	122954
Project:	ATH Kenny Drive Extension	Agreement No:	42783
Total Eligible Costs:	\$1,269,326	Percentage:	16%
Final Reimbursement by:	4/30/2027	Maximum Grant Funds:	\$200,000
Scope of Work: Extension of Kenny Drive to Elliottsville Road.			
Grantee Contact			
Name:	Andy Stone	Title:	Service Safety Director
Address:	8 East Washington Street		
City:	Athens	Zip:	45701
Email:	astone@ci.athens.oh.us	Phone:	740-592-3340
ODOT Contact			
Regional Manager:	Jon Hensler		
Address:	1980 W. Broad Street		
City:	Columbus	Zip:	43223
Email:	Jon.Hensler@dot.ohio.gov	Phone:	614-315-7973

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, ("Grantor") hereinafter referred to as ODOT, 1980 W. Broad Street, Columbus, Ohio 43223 and the **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with public roadwork improvements for the Scope of Work listed above (hereinafter referred to as the PROJECT).

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts and agreements with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 The GRANTEE will complete the PROJECT.
- 1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development Program ("JCED") funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.
- 1.5 The GRANTEE shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. FUNDING AND PAYMENT

- 2.1 The total eligible costs for the PROJECT is estimated as listed above. Funds provided through ODOT shall be applied only to the eligible costs associated with the advancement of the PROJECT.
- 2.2 ODOT shall provide to the GRANTEE the percent of the eligible costs, up to a maximum as set forth on page one of this Agreement. The GRANTEE shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and GRANTEE claims.
- 2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The GRANTEE shall review and approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.4 The GRANTEE shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The GRANTEE must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.
- 2.5 The GRANTEE may submit a maximum of two requests for reimbursement. The deadline for the final reimbursement request is as set forth on page one of this Agreement. The GRANTEE may ask for one extension of up to one year of this agreement if adequate funds have been appropriated.
- 2.6 Reimbursement to the GRANTEE shall be submitted to the Grantee Contact and address as set forth on page one of this Agreement.
- 2.7 Jobs & Commerce Economic Development Program funds are specifically used for the improvement or construction of publicly owned roadways that support: job creation or job retention and private sector investment. In the event any of these criteria are compromised or all together cancelled, ODOT reserves the right to terminate any or all of this agreement.

3. PROJECT DEVELOPMENT AND DESIGN

- 3.1 The GRANTEE is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the GRANTEE, arising out of or related to any contract entered into by the GRANTEE for the work to be performed by the GRANTEE on this PROJECT is the responsibility of the GRANTEE. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. CERTIFICATION AND RECAPTURE OF FUNDS

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the GRANTEE shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

5.2 The GRANTEE hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the GRANTEE's obligations made or agreed to herein.

6. NOTICE

6.1 Notice under this Agreement shall be directed as follows:

If to the GRANTEE:

To the Grantee Contact and address as set forth on page one of this Agreement.

If to ODOT:

To the ODOT Contact and address as set forth on page one of this Agreement.

7. FEDERAL REQUIREMENTS

During the performance of this Agreement, the GRANTEE, for itself, its assignees, and successors in interest agrees as follows:

7.1 The GRANTEE will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

7.2 The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

7.3 Compliance with Regulations: The GRANTEE (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

7.4 Nondiscrimination: The GRANTEE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status in the selection and retention of the GRANTEE, including procurements of materials and leases of equipment. The GRANTEE will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix C, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

7.5 Solicitations for the GRANTEE, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the GRANTEE for work to be performed under a subcontract,

including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the GRANTEE of the GRANTEE's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, or low-income status.

- 7.6 Information and Reports: The GRANTEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the GRANTEE will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 7.7 Sanctions for Noncompliance: In the event of the GRANTEE's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- a) Withholding of payments to the GRANTEE under the Agreement until the GRANTEE complies, and/or
 - b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- 7.8 Incorporation of Provisions: The GRANTEE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The GRANTEE will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the GRANTEE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the GRANTEE may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the GRANTEE may request the United States to enter into the litigation to protect the interests of the United States.
- 7.9 During the performance of this Agreement, the GRANTEE, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and COUNTY (or other)s, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the

basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)

- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

8. ETHICS AND CONFLICT OF INTEREST

- 8.1 The GRANTEE agrees that they have reviewed and will comply with the Ethics and Conflict of Interest laws including 23 CFR 1.33, 23 CFR 636.116 and Ohio Revised Code sections 102.03, 2921.42 and 2921.43.

9. GENERAL PROVISIONS

- 9.1 *Record Retention:* The GRANTEE when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the GRANTEE's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.
- 9.2 *Ohio Ethics Laws:* The GRANTEE agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 9.3 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the GRANTEE (or other) hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 9.4 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 9.5 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 9.6 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 9.7 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. The GRANTEE acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the GRANTEE and monitoring by Grantor of the results of the award of Grant Funds.

9.8 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

GRANTEE
as set forth on page one of this Agreement
OR AUTHORIZED REPRESENTATIVE

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

Signature: _____

By: _____
Pamela Boratyn, Director

Title: _____

0-68-25

Introduced by Jessica Thomas, Member
City & Safety Services Committee

AN ORDINANCE AMENDING ORDINANCE 108-24; AUTHORIZING DESIGN AND CONSTRUCTION OF A PUBLIC SAFETY TRAINING FACILITY, PROJECT #373.

WHEREAS, in addition to the Public Safety Training Center, this project will allow for decreased EMS response time to southern Athens, increased water capacity for fire protection to Elliottsville Road, Kenny Drive, and Turtle Run, and increased access to the Kenny Drive Industrial Subdivision and area businesses, and

WHEREAS, the project will provide storage buildings and a fenced laydown yard for the Engineering & Public Works and Police Departments, which will in turn allow for the retirement of storage space on West State Street (colloquially known as “the bottom”) in order to construct a new transit maintenance facility for Athens Transit, and to retire the Hudson Street storage building and yard for other uses, such as housing; and

WHEREAS, the City received 2024 State Capital Bill funding in the amount of \$2.5 million; and has been awarded ODOT Office of Jobs and Commerce Funding of \$200,000 to be reimbursed to the Street Fund upon completion of the project;

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:

Eight Hundred Thousand Dollars (\$800,000.00) to Street Fund, 220, T.C. 500;

Six Hundred Thousand Dollars (\$600,000.00) to Water Fund, 740, T.C. 500; for said Public Safety Training Facility;

Four Hundred Thousand Dollars (\$400,000.00) to Sewer Fund, 750, T.C. 500; and

Three Hundred Eighty-One Thousand Dollars (\$381,000.00) to Storm Sewer Fund, 755.635, T.C. 500, and increasing the total appropriations by said amounts.

SECTION II: Section II of Ordinance 108-24 is hereby amended to read as follows:

Section II: The Service Safety Director is hereby authorized to expend up to ~~Two Million Nine Hundred Thousand Dollars (\$2,900,000.00)~~ **Five Million Eighty-One Thousand Dollars (\$5,081,000.00)** as follows:

Two Million Five Hundred Thousand Dollars (\$2,500,000.00) from Safety Services Fund, 206, T.C. 500;

~~Two Hundred Thousand Dollars (\$200,000.00)~~ **One Million Dollars (\$1,000,000.00)** from Street Fund, 220, T.C. 500;

~~Two Hundred Thousand Dollars (\$200,000.00)~~ **Eight Hundred Thousand Dollars (\$800,000.00)** from Water Fund, 740, T.C. 500;

Four Hundred Thousand Dollars (\$400,000.00) from Sewer Fund, 750, T.C. 500; and

Three Hundred Eighty-One Thousand Dollars (\$381,000.00) from Storm Sewer Fund, 755.635, T.C. 500; for Project #373.

SECTION III: 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

0-69-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AFFIRMING AN EASEMENT FROM THE STATE OF OHIO AS GRANTOR TO THE CITY OF ATHENS, GRANTEE, NECESSARY FOR THE CONSTRUCTION OF THE STATE ROUTE 682/56 ROUNDABOUT, PROJECT #357.

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

SECTION I: Athens City Council does hereby affirm an easement from the State of Ohio as grantor to the City of Athens, grantee, necessary to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain roundabout upon the Easement Area, a copy of which is attached and incorporated herein by reference.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

TRANSFER NOT NECESSARY

File No. 9019
DMH

MAY 19 2025

Jill Davidson
Athens County Auditor

STATE OF OHIO EASEMENT

This Agreement (hereinafter referred to as "Agreement"), dated as of April 9, 2025, is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as "State"), for and on behalf of the Department of Mental Health and Addiction Services (hereinafter referred to as "Agency"), and City of Athens, a body politic, duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 8 East Washington Street, Ste. 301, Athens, Ohio 45701, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State is the owner, in fee simple, of the land described in Exhibit "A" attached hereto and made a part hereof and more particularly depicted in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"). Further reference is made to DAS File No. 9019 on file with the State; and

WHEREAS, Grantee desires to obtain from State an easement in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain roundabout upon the Easement Area; and

WHEREAS, Agency requested the State prepare this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. USE OF PREMISES.

State does hereby grant a non-exclusive easement unto Grantee to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a roundabout (hereinafter referred to as "Improvement"). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

II. TERM.

The term of this Agreement shall be for fifteen (15) years, commencing on May 1, 2025 (hereinafter referred to as "Commencement Date"), and expiring on April 30, 2040 (hereinafter referred to as "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph X hereof.

Page 1 of 12



202500002030
FILED FOR RECORD IN
ATHENS COUNTY, OHIO
JESSICA MARKINS, RECORDER
05/19/2025 01:42:52 PM
OR BOOK: 624 PAGE: 1337
EASEMENT 114.00 PG: 12

202500002030
ATHENS CITY HARBOR OFFICE

III. CONSIDERATION.

Grantee shall pay to Agency the total sum of One and 00/100 Dollars (\$1.00) in consideration of State's granting an easement. Grantee shall tender such payment payable to the "Treasurer, State of Ohio" to Agency upon delivery to Grantee of a fully executed counterpart of this Agreement.

IV. CONSTRUCTION/MAINTENANCE.

- (A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines, including compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.
- (B) If the surface of the ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not less than two (2) years after the date of such disturbance as may be needed to restore the ground to its former condition or pay State for all damages caused thereto.
- (C) Grantee shall notify State immediately when any installation belonging to a party other than Grantee, or any unusual condition, is encountered in the Easement Area.
- (D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.
- (E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.
- (F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.
- (G) Grantee shall maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any maintenance and repairs shall be performed in a good and workmanlike manner.

V. LIABILITY.

Grantee shall indemnify and hold State harmless, so far as permitted by Ohio law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Grantee's occupation and use of the Easement Area and

operation or maintenance of the Improvement. Nothing contained herein shall be deemed to be a waiver by State of any legal or factual defenses, which State may enjoy.

The provisions of this Paragraph V shall survive the expiration or termination of the term of this Agreement.

VI. INSURANCE.

At all times during the term of this Agreement, Grantee shall maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the Easement Area. At State's request, Grantee shall provide written proof to assure that the appropriate levels of financial responsibility are being retained. Failure to comply with this clause shall constitute a default of this Agreement.

VII. MECHANIC'S LIENS.

- (A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.
- (B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or bond off such lien or encumbrance.

VIII. TAXES/ASSESSMENTS.

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

IX. ASSIGNMENT.

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason

of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

X. TERMINATION.

This Agreement may be terminated by State upon ninety (90) days' notice given to Grantee if the Easement Area, or any portion thereof, is needed by State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall remove, or cause the removal of all component parts of the Improvement and restore the Easement Area to its original condition, at its own cost and expense, if State so requests. Grantee shall have no claim against State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated at any time by Grantee by delivering written notice to State and Agency setting forth the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, at its own cost and expense, if State so requests, and shall restore the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement. Failure to remove the Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

XI. DEFAULT.

- (A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.
- (B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.
- (C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the

removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.

- (D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.
- (E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

XII. RECORDATION.

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

XIII. RIGHTS CUMULATIVE.

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

XIV. WAIVER.

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

XV. NOTICES, DEMANDS OR INSTRUMENTS.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

- (a) with respect to State, addressed to:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning

4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

- (b) with respect to Agency, addressed to:
Ohio Department of Mental Health & Addiction Services
30 East Broad Street, 11th Floor
Columbus, Ohio 43215
Attention: Chief, Office of Capital Development and Operations Management
and,
- (c) with respect to Grantee, addressed to:
City of Athens
8 East Washington Street, Ste 301
Athens, Ohio 45701
Attention: Service Safety Director

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

XVI. MODIFICATIONS.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both State and Grantee.

XVII. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

XVIII. HEADINGS.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

XIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.

Grantee hereby certifies that neither Grantee nor any of Grantee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

XX. INDEPENDENT CONTRACTOR STATUS.

It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Agency, or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

Intentionally Left Blank

The terms of the within State of Ohio Easement are accepted and agreed to by the Ohio Department of Mental Health & Addiction Services.

By: 
LeeAnne Cornyn, Director

Date: 5/7/2025

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

GRANTOR
The STATE OF OHIO

By: *Kathleen C. Madden*
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this 9th day of April, 2025, before me personally appeared Kathleen C. Madden who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

Molly Elkins
Notary Public, State of Ohio
My Commission Expires: 1/4/27



Molly Elkins
Notary Public, State of Ohio
My Commission Expires 10-04-27

GRANTEE
City of Athens

By: 
Andy Stone

Title: Service Safety Director

ACKNOWLEDGMENT

State of Ohio, Athens County, ss:

On this 31 day of March, 2025, the foregoing instrument was acknowledged before me by Andy Stone, Service Safety Director of City of Athens, a body politic. Andy Stone acknowledges that he executed the foregoing instrument, that the same is his free and voluntary act and deed, and that he is duly authorized to enter into this instrument for and on behalf of the City of Athens.



TONYA L BAKER
Notary Public
State of Ohio
My Comm. Expires
January 8, 2027


Notary Public, State of Ohio
My Commission Expires January 8, 2027

APPROVED AS TO FORM
City of Athens, Ohio
Department of Law

By: 
Lisa Eliason, City Law Director

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

EXHIBIT A
4.591 Acre Survey

Situate in the State of Ohio, Athens County, Athens Township, Auditor's Section 22, Farm Lot 96, Township 9 North, Range 14 West, Ohio Company Purchase, City of Athens and being part of a parcel conveyed to the State of Ohio recorded in Deed Book 93, Page 331 of the Athens County Recorder's office and being more particularly described as follows:

Commencing at a 1 inch iron pipe found at the northeast corner of Farm Lot 98 also being the southeast corner of Farm Lot 96 per an EMH&T survey by Gregory K. Wright, thence along a random line **N11°27'13"W** a distance of **1693.51** to a mag nail set on the south line of Farm Lot 96 being a point in the centerline of State Route 682 (ODOT R/W plans ATH 682-2.08-2.39), the center of Margaret Creek and the northeast corner of a 16.535 acre parcel conveyed to the Ohio Department of Transportation recorded in Official Record 566, Page 1683 at centerline station 7+85.48, said mag nail set being the **Point of Beginning** for the parcel herein described;

Thence from the **Point of Beginning** along the center of Margaret Creek being the north line of Farm Lot 96 **N49°47'54"E** a distance of **55.30 feet** to the southwest corner of a 2.490 acre parcel conveyed to East State Street Development recorded in Official Record 526, Page 958;

Thence along the south line of East State Street Development being the center of Margaret Creek and the north line of Farm Lot 96 the following six courses;

1. **N49°47'54"E** a distance of **48.08 feet** to a point;
2. **N53°15'13"E** a distance of **242.24 feet** to a point;
3. **N61°27'34"E** a distance of **116.99 feet** to a point;
4. **N72°15'03"E** a distance of **34.85 feet** to a point;
5. **N84°54'13"E** a distance of **58.56 feet** to a point;
6. **N88°39'16"E** a distance of **112.32 feet** to the center of the Hocking River being the east line of Farm Lot 96;

Thence along the center of the Hocking River being the east line of Farm Lot 96 the following five courses;

1. **S21°16'10"W** a distance of **79.79 feet** to a point;
2. **S06°36'24"W** a distance of **164.59 feet** to a point;
3. **S01°30'31"W** a distance of **79.48 feet** to a point;

EXHIBIT "A"
LEGAL DESCRIPTION OF EASEMENT AREA

File No. 9019
DMH

4. S22°59'54"E a distance of 68.01 feet to a point;
5. S21°16'17"E a distance of 40.22 feet to a magnail set in the centerline of West Union Street at centerline station 632+78.84 (ODOT R/W plans ATH-56-11.55-11.96 now West Union Street);

Thence along the centerline of West Union Street along a curve to the left, 308.95 feet, having a radius of 1432.55 feet, a delta of 12°21'25", a chord of S56°26'41"W a distance of 308.36 feet to the intersection of West Union Street, State Route 56 and State Route 682 at centerline station 629+69.88 being centerline station 3+50.04;

Thence N46°07'18"W a distance of 435.44 feet along the centerline of State Route 682 to the Point of Beginning.

The above described contains 4.591 acres more or less including the present road which occupies 0.982 acres. There is no Auditor's Parcel Number, acreage or owner on the current tax maps.

Subject to all legal easements and rights of way.

All iron pins set are 3/4 inch diameter x 30 inch long rebar with a plastic cap stamped "Canter S-7226".

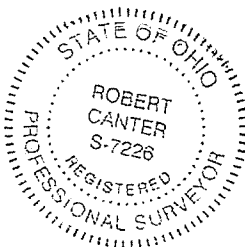
All stations and offsets are referenced to the existing centerline of right of way of State Route 682 (ODOT R/W plans ATH 682-2.08-2.39) and West Union Street (ODOT R/W plans ATH-56-11.55-11.96 now West Union Street). Said right of way plans are located at ODOT District 10 office, 338 Muskingum Drive, Marietta Ohio.

This description was prepared under the direction of Robert C. Canter, Registered Surveyor No. 7226 and is based on a field survey by Buckley Group, LLC., completed April 2024.

Prior Instrument Reference as of this writing is in Deed Book 93, Page 331 of the Athens County Recorder's Office.

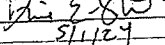
All bearings, coordinates and distances are based on grid north of the O.D.O.T. Low Distortion Projection-Athens County. Reference the centerline of State Route 682 being N46°07'18"W.

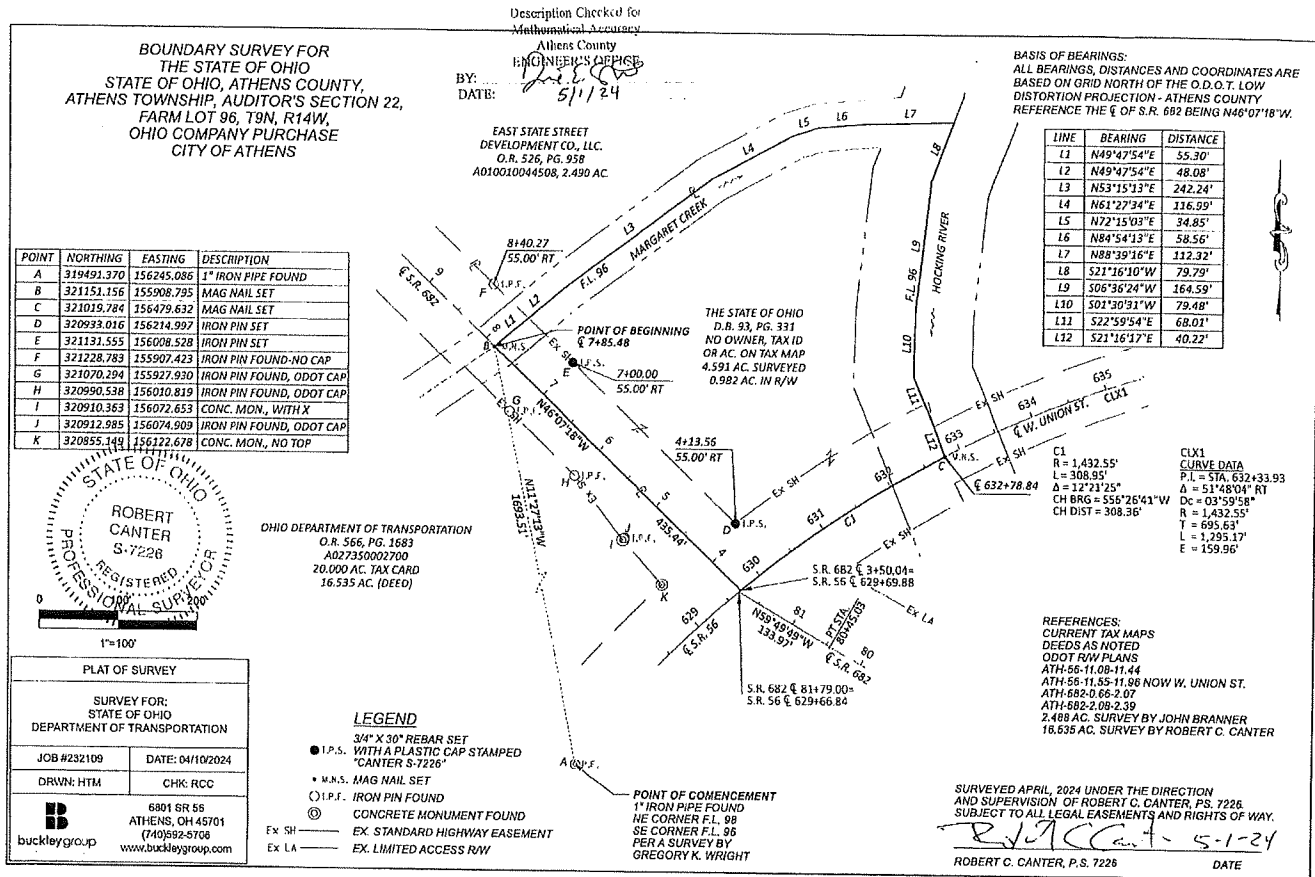

Robert C. Canter, P.S. 7226
Buckley Group, LLC.



5-1-24
Date

Description Checked for
Mathematical Accuracy
Athens County
ENGINEER'S OFFICE

BY: 
DATE: 5/1/24



0-70-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO PARTICIPATE IN THE STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) FOR ISSUE I FUNDS; AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the State Capital Improvement Program and Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure;

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

SECTION I: The Mayor is hereby authorized to submit an application to the Ohio Public Works Commission (OPWC), to participate in the State Capital Improvement and/or Local Transportation Improvement Program(s) for Issue I Funds for Fiscal Year '26, Round 38.

SECTION II: The Mayor is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

0-71-25

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 107
AND 107 1/2 EAST STATE STREET TO ALLOW CONTINUED USE FOR
RESIDENTIAL PARKING ON 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 107 and 107 1/2 East State Street, owner, SixtyFive Investments, LLC, to allow continued use for residential parking on an unused City alleyway, as indicated on the application attached hereto and incorporated herein by reference.

SECTION II: SixtyFive Investments, LLC, 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. SixtyFive Investments, LLC, 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 #: T4925-000002
Date Rec'd: May 09, 2025

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 | Riley Carlton SixtyFive Investments, LLC | Phone | (330) 365-4417 |
| 2. Mailing Address | State Zip | | |
| 3. Email Address | rcarlton614@gmail.com | | |
| 4. Address of Project/Site | 107 & 107 1/2 East State Street | | |
| 5. Parcel Number: | A027140006400 | Zoning Designation: | |
| 5. Property Owner: | SixtyFive Investments LLC | Phone: | (330) 365-4417 |
| 6. Property Owner | 7414 Cherry Hill Lane | | |
| Mailing Address: | Broadview Heights, OH 44147 | | |
| 6. Project Description: | Confirming use of 9 total parking spots for rental property, instead of 7 spots. | | |

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

Carlton

Date May 07, 2025

Riley

Property Owner
Signature

Date May 07, 2025

For Office Use Only

1. Code Enforcement Admin: Signature _____ Date 5/9/25

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

Remarks:

Signature Date 5-12-25

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

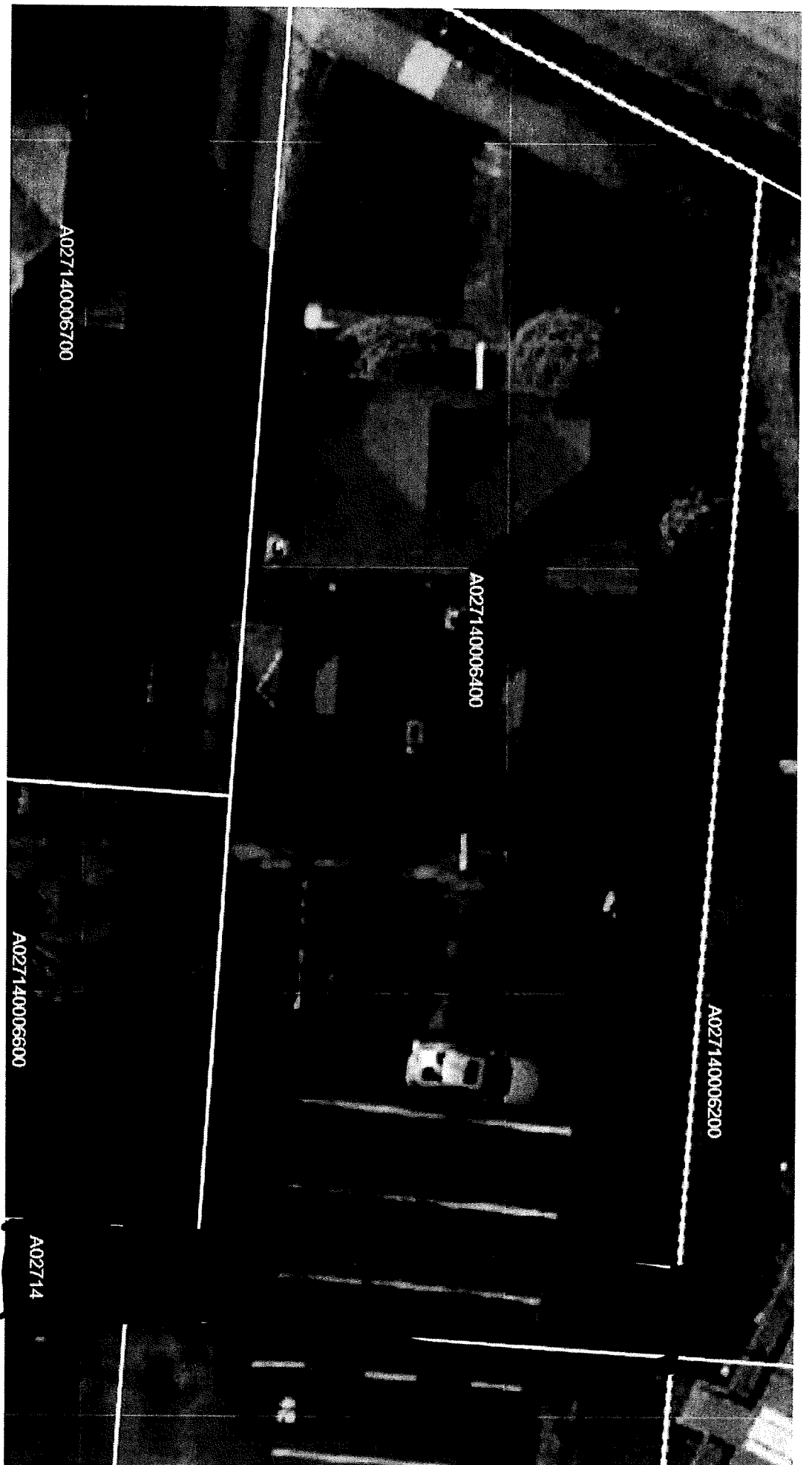
Remarks:

Signature Date 5/12/25

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

Remarks:

Signature Date 5/12/25





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Athens Insurance Services 375 Richland Ave. Po Box 638 Athens OH 45701		CONTACT NAME: PHONE: FAX: (740) 693-6765 E-MAIL: ADDRESS:	
INSURED Sixtyfive Investments LLC 13400 Scatter Ridge Rd Athens OH 45701		INSURER(S) AFFORDING COVERAGE INSURER A: Foremost Insurance Company NAIC# 11185 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	AUTO/SUBR INSR/KEYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Landlords Liability		381-5020284948-01	04/30/2025	04/30/2026	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
	☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ AUTOS ONLY	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTIONS	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
107 E State St Athens, OH 45701

CERTIFICATE HOLDER Athens City Code Office 28 Curran Dr Athens OH 45701	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. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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0-72-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AMENDING ORDINANCE 57-25; CONSTRUCTION OF THE COLUMBUS ROAD SHARED USE PATH, PROJECT #365.

WHEREAS, ODOT has awarded the City safety funds for 90% of the eligible construction costs up to a cap of \$1,032,884 **\$1,380,000**;

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

SECTION I: Sections II and III of Ordinance 57-25 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:

~~One Hundred Ninety Thousand Dollars (\$190,000.00)~~ **Two Hundred Sixty-Five Thousand Dollars (\$265,000.00)** to Street Fund, 220, T.C. 500; and

~~One Million Thirty-Two Thousand Eight Hundred Eighty-One Dollars (\$1,032,881.00)~~ **One Million Three Hundred Eighty Thousand Dollars (\$1,380,000.00)** to Small Cities ODOT Fund, 589, 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 Three Hundred Eighty-Two Thousand Eight Hundred Eighty-One Dollars (\$1,382,881.00)~~ **One Million Eight Hundred Five Thousand Dollars (\$1,805,000.00)** as follows:

~~Three Hundred Fifty Thousand Dollars (\$350,000.00)~~ **Four Hundred Twenty-Five Thousand (\$425,000.00)**, of which One Hundred Sixty Thousand (\$160,000.00) was authorized for engineering design services by Ordinance 05-24, from Street Fund, 220, T.C. 500; and

~~One Million Thirty-Two Thousand Eight Hundred Eighty-Two Dollars (\$1,032,882.00)~~ **One Million Three Hundred Eighty Thousand Dollars (\$1,380,000.00)** from Small Cities ODOT Fund, 589, T.C. 500, for said Project #365.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor