



AGENDA
ATHENS CITY COUNCIL
MONDAY, APRIL 6, 2026 AT 7:00 PM

e-mail: dwalker@ci.athens.oh.us
Streaming is available at www.ci.athens.oh.us/video

Call to Order

Establish Quorum

Approval of Agenda

Disposition of Minutes:

- Regular Session of City Council held March 16, 2026

Communications

Reports and Communications from Other Elected Officials

Ordinances for Third Reading:

0-09-26

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY, AND ENTER INTO CONTRACT(S) FOR THE NORTH HILL WATER PROJECT #393.

Introduced by Council Member Isherwood

0-19-26

AN ORDINANCE ACCEPTING THE PETITION FOR ANNEXATION OF APPROXIMATELY 1.175 ACRES, OWNED BY WHITE FAMILY ATHENS PROPERTY, LLC, ON THEATRE LANE.

Introduced by Council Member Swank

0-20-26

AN ORDINANCE DESIGNATING THE ZONE FOR THE WHITE FAMILY ATHENS PROPERTY, LLC ANNEXATION AREA ALONG THEATRE LANE.

Introduced by Council Member Swank

0-21-26

AN ORDINANCE REZONING 3.4773 ACRES ON DAIRY LANE FROM AN EDUCATIONAL (EI) ZONE TO A HIGH-DENSITY RESIDENTIAL (R3) ZONE.

Introduced by Council Member Swank

0-22-26

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO EXECUTE A PERPETUAL EASEMENT AND INGRESS AND EGRESS FOR THE UNIVERSITY ESTATES WATER TOWER, AND VACATION OF A 20-FOOT INGRESS/EGRESS EASEMENT WITH ATLAS VENTURES LLC.

Introduced by Council Member Isherwood

0-23-26

AN ORDINANCE AMENDING ORDINANCE 14-25; AUTHORIZING THE ANNUAL PURCHASE OF WATER SOFTENING SALT FOR THE WATER TREATMENT PLANT.

Introduced by Council Member Isherwood

0-27-26

AN ORDINANCE AUTHORIZING THE EXTENSION OF CITY WATER SERVICE AND INSTALLATION OF A WATER TAP, BEYOND THE CORPORATE LIMITS, TO 8666 ROCK RIFFLE ROAD.

Introduced by Council Member Isherwood

0-28-26

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 32 WEST CARPENTER STREET, MOUNT ZION BAPTIST CHURCH, TO PLACE AN ELEVATOR VESTIBULE IN THE CITY'S RIGHT-OF-WAY ALONG NORTH CONGRESS STREET.

Introduced by Council Member Swank

Ordinances for First Reading:

0-29-26

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF A SURPLUS CITY-OWNED PARCEL ON HUDSON AVENUE TO COMMUNITY BUILDING PARTNERS, LLC. IN FURTHERANCE OF THE WELCOME HOME OHIO GRANT PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS; AND DECLARING AN EMERGENCY.

Introduced by Council Member Swank

0-30-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A ONE-YEAR AGREEMENT WITH SUNDAY CREEK HORIZONS, A CONSULTING FIRM.

Introduced by Council Member Swank

0-31-25

AN ORDINANCE AMENDING ORDINANCE 16-26; AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO CLOSE STREETS IN THE UPTOWN AREA FOR 2026 SPECIAL EVENTS;

AND TO CHANGE REQUESTED DATES OR CANCEL THE EVENTS, AS NECESSARY.
Introduced by Council Member Clodfelter

0-32-26

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL (SOPEC) TO RECEIVE ELECTRIC VEHICLE CHARGING STATIONS AND AUTHORIZE THEIR INSTALLATION ON PUBLIC PROPERTY.
Introduced by Council Member Clodfelter

0-33-26

AN ORDINANCE AMENDING THE 2026 APPROPRIATION ORDINANCE 120-25 TO RECONCILE FEDERAL AND STATE PASS-THROUGH PAYMENTS.
Introduced by Council Member Thomas

0-34-26

AN ORDINANCE AMENDING ORDINANCE 121-25; AUTHORIZING 2026 STAFFING LEVELS.
Introduced by the Finance & Personnel Committee

0-35-26

AN ORDINANCE AMENDING THE 2026 APPROPRIATION ORDINANCE 120-25.
Introduced by Council Member Thomas

0-36-26

AN ORDINANCE AUTHORIZING THE CREATION OF THE ATHENS MULTIPURPOSE PAVILION FUND; AND DECLARING AN EMERGENCY.
Introduced by Council Member Thomas

0-37-26

AN ORDINANCE APPROVING A THEN-AND-NOW CERTIFICATE FOR PAYMENT; AND DECLARING AN EMERGENCY.
Introduced by Council Member Thomas

0-38-26

AN ORDINANCE AUTHORIZING THE PURCHASE OF A REPLACEMENT DUMP TRUCK FOR THE SEWER DEPARTMENT; AND DISPOSAL OF THE CURRENT DUMP TRUCK.
Introduced by Council Member Isherwood

0-39-25

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

One-Reading Resolution:

- **R-05-25**
A RESOLUTION REAPPOINTING TWO MEMBERS OF THE BOARD OF TRUSTEES OF THE RIDGES NEW COMMUNITY AUTHORITY.
Introduced by Council Member Swank

Announcements & Other Business:

- Motion to Approve an Appointment to the Rental Inspection Processes Subcommittee of the Affordable Housing Commission
- Motion to Confirm the Mayor's Appointment to the Board of Zoning Appeals

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

Executive Session: (3) Matters of Pending Litigation

Adjournment

Micah McCarey
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.

0-09-26

Introduced by Paul Isherwood, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY, AND ENTER INTO CONTRACT(S) FOR DESIGN AND CONSTRUCTION OF THE NORTH HILL WATER PROJECT #393, PHASE I.

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

SECTION I: The Service-Safety Director is hereby authorized to advertise and accept bids, where necessary, and enter into contract(s), with the lowest and best bidder, for design and construction of the North Hill Water Project #393, Phase I.

SECTION II: The 2026 Appropriation Ordinance 120-25 is hereby amended by appropriating from the unappropriated balance the following sums:

One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to Water Fund, Maintenance, 740.635, T.C. 500; and

One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to Water Fund, Plant, 740.637, T.C. 500, and increasing the total appropriations by said amounts.

SECTION III: The Service-Safety Director is hereby authorized to expend up to Two Hundred Fifty Thousand Dollars (\$250,000.00) as follows:

One Hundred Twenty-Five Thousand Dollars (\$125,000.00) from Water Fund, Maintenance, 740.635, T.C. 500; and

One Hundred Twenty-Five Thousand Dollars (\$125,000.00) from Water Fund, Plant, 740.637, T.C. 500, on said Project #393.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-19-26

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE ACCEPTING THE PETITION FOR ANNEXATION OF APPROXIMATELY 1.175 ACRES, OWNED BY WHITE FAMILY ATHENS PROPERTY, LLC, ON THEATRE LANE.

WHEREAS, a petition for annexation of approximately 1.175 acres was filed by White/Athens Property, LLC; and

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

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

WHEREAS, per Ordinance 102-25, the City has agreed to provide all municipal services available to other parts of the City, including but not limited to fire and police protection, emergency medical services, waste collection, water and sanitary sewer service, zoning, and street maintenance immediately upon successful completion of the annexation process;

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

SECTION I: The petition for annexation of approximately 1.175 acres, more or less, owned by White Family Athens Property, LLC, and located along Theatre Lane, situated in Athens County, Athens Township, Farm Lot 68, Section 18, Town 9, Range 14, Parcel #AO10010075701, is contiguous and adjacent to the boundary of the City of Athens, Ohio, for five percent (5%) or more of the perimeter of the territory proposed for annexation, and in accordance with the map attached hereto, is hereby accepted in the City of Athens.

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

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

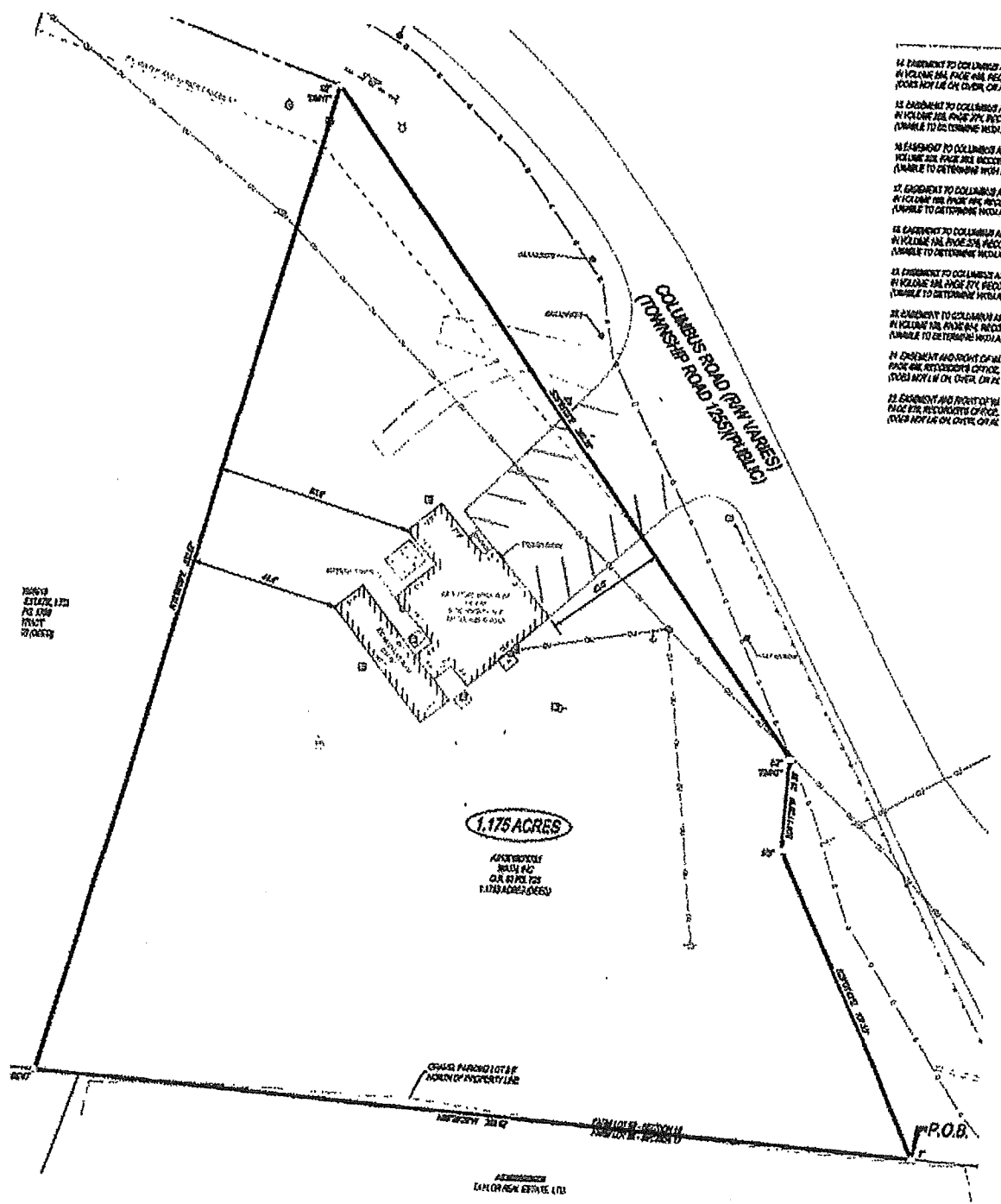
President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



- 14. EASEMENT TO COLUMBUS AS IN VOLUME 112 PAGE 104 RECD (UNABLE TO DETERMINE MEDIA)
- 15. EASEMENT TO COLUMBUS AS IN VOLUME 112 PAGE 104 RECD (UNABLE TO DETERMINE MEDIA)
- 16. EASEMENT TO COLUMBUS AS IN VOLUME 112 PAGE 104 RECD (UNABLE TO DETERMINE MEDIA)
- 17. EASEMENT TO COLUMBUS AS IN VOLUME 112 PAGE 104 RECD (UNABLE TO DETERMINE MEDIA)
- 18. EASEMENT TO COLUMBUS AS IN VOLUME 112 PAGE 104 RECD (UNABLE TO DETERMINE MEDIA)
- 19. EASEMENT TO COLUMBUS AS IN VOLUME 112 PAGE 104 RECD (UNABLE TO DETERMINE MEDIA)
- 20. EASEMENT TO COLUMBUS AS IN VOLUME 112 PAGE 104 RECD (UNABLE TO DETERMINE MEDIA)
- 21. EASEMENT TO COLUMBUS AS IN VOLUME 112 PAGE 104 RECD (UNABLE TO DETERMINE MEDIA)
- 22. EASEMENT AND RIGHT OF WAY FOR THE ATTACHED OFFICE (SEE ALSO IN CH. ON CH. 22)
- 23. EASEMENT AND RIGHT OF WAY FOR THE RESTROOMS OFFICE (SEE ALSO IN CH. ON CH. 22)

1980'S
ESTATE 1175
AC. 1.175
TRACT
27,04379

1.175 ACRES
ADJACENT
TO EAST OF
RISK ESTATE
LTD.

CHANG PARCEL LOT 16
NORTH OF PROPERTY LINE

ADJACENT
EAST OF RISK ESTATE LTD.

000006\00100\4925-7947-9646.1

0-20-26

Introduced by Alan Swank, Chair
Planning Development Committee

AN ORDINANCE DESIGNATING THE ZONE FOR THE WHITE FAMILY ATHENS PROPERTY, LLC ANNEXATION AREA ALONG THEATRE LANE.

WHEREAS, on January 21, 2026, the Athens City Planning Commission, Case #26-01, recommended the White Family Athens Property, LLC annexation area be zoned B3; and

WHEREAS, the Athens City Council has scheduled a public hearing on March 16, 2026, to discuss designating the zone for the annexation area;

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

SECTION I: The approximately 1.175 acres of the White Family Property, LLC, Parcel #AO10010075701, annexation area along Theatre Lane is hereby zoned B3, which is consistent with its intended commercial use and adjoining properties.

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

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

0-21-26

Introduced by Alan Swank, Chair
Planning and Development Committee

AN ORDINANCE REZONING 3.4773 ACRES ON DAIRY LANE FROM AN EDUCATIONAL (EI) ZONE TO A HIGH-DENSITY RESIDENTIAL (R3) ZONE.

WHEREAS, on January 21, 2026, the Athens City Planning Commission recommended rezoning, 3.4773 acres on Dairy Lane, as part of The Ridges Redevelopment, Case #26-02; and

WHEREAS, said rezoning would allow the development of additional supportive housing adjacent to land already owned by the 317 Board; and

WHEREAS, Athens City Council has scheduled a public hearing on March 16, 2026, in accordance with the Planning Commission's recommendation;

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

SECTION I: Athens City Council hereby approves the rezoning of 3.4773 acres, Parcel #AO29050105600, on Dairy Lane from an Educational (EI) zone to a High-Density Residential (R3) zone, contingent upon the land transfer from current owner, State of Ohio, Ohio University, to the 317 Board, as shown on the map of the current and proposed zoning, and a plat of the surveyed portion being transferred, as 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:

Clerk of Council

APPROVED:

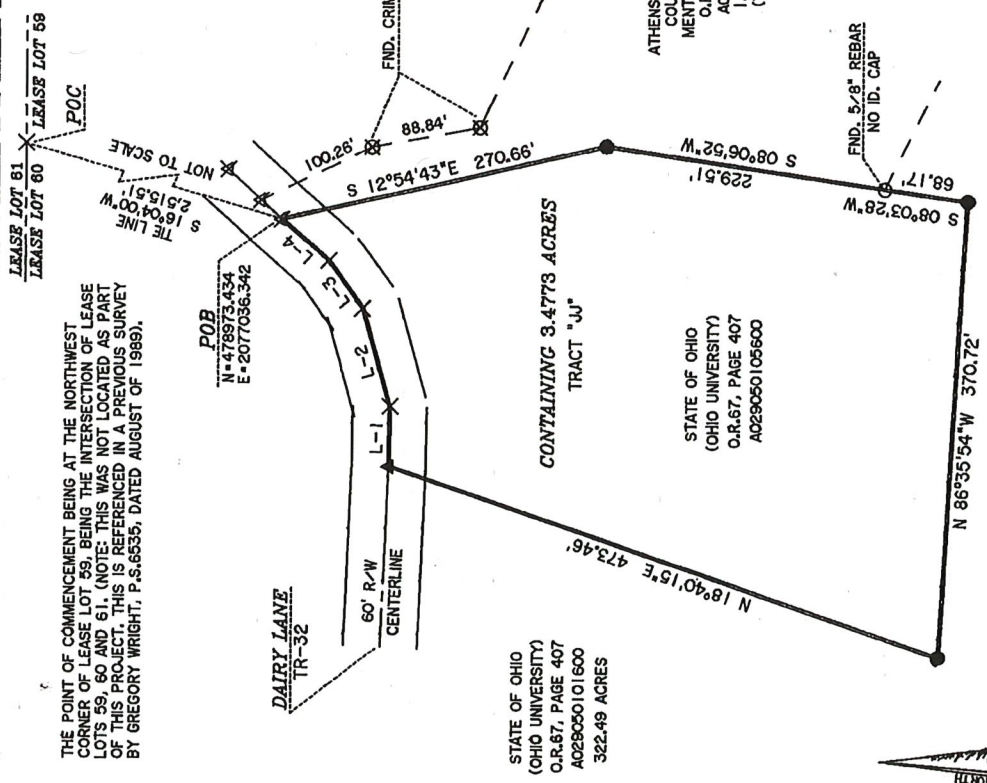
Mayor

SECTION 15
APPROX. LOCATION SECTION 14

BEING A SURVEY OF DIVISION FOR THE STATE OF OHIO (OHIO UNIVERSITY) FOR THE PURPOSE OF TRANSFER, TO BE KNOWN AS TRACT "JJ"

SITUATED IN AND BEING A PART OF LEASE LOT 58, SECTION 14 TOWNSHIP 9 NORTH, RANGE 14 WEST, IN THE CITY OF ATHENS, ATHENS TOWNSHIP, ATHENS COUNTY, OHIO, AND BEING A PART OF THE STATE OF OHIO'S (OHIO UNIVERSITY) TRACT, ALSO KNOWN AS PARCEL NO. A029050101600, CURRENTLY CARRIED AS 322.49 ACRES, AS RECORDED IN O.R. 67, PAGE 407, (TRACT 3), IN THE ATHENS COUNTY RECORDER'S OFFICE, ATHENS COUNTY, OHIO

COURSE	BEARING	DISTANCE
L-1	S 89°15'50"E	48.02'
L-2	N 74°29'08"E	82.75'
L-3	N 53°49'54"E	47.82'
L-4	N 41°18'11"E	50.93'



LEGEND:

- - SET 5/8" X 30" REBAR WITH A PLASTIC ID. CAP STAMPED T.G.
- ▲ - SET 1/2" X 2 1/2" MAG NAIL
- ✕ - FOUND RAILROAD SPIKE

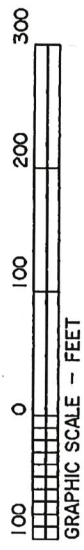
ALL OTHERS ARE AS SHOWN.

ALL MONUMENTS EITHER SET OR FOUND ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.

NOTES:

- 1) THIS BOUNDARY SURVEY DOES NOT PURPORT TO REFLECT ALL EASEMENTS AND/OR ENCUMBRANCES AFFECTING THE TITLE TO THE SUBJECT PROPERTY.
- 2) NO TITLE REPORT WAS FURNISHED.
- 3) DEED REFERENCE: AS SHOWN ON THE PLAT.
- 4) EVIDENCE OF OCCUPATION IS BASED ON FOUND MONUMENTS AND ADJOINING DEEDS.
- 5) CALL 811 BEFORE YOU DIG!

Description Checked for
Mathematical Accuracy
Athens County
ENGINEER'S OFFICE
BY: *[Signature]*
DATE: 6/11/14



T.G. SMITH SURVEYING
301 W. THIRD ST. 5556 LAKE MICHIGAN DR.
WAVERLY, OHIO, 45690 * FAIRFIELD, OHIO, 45014
740-947-8106 513-939-3443
SCALE: 1" = 100'
OFFICE: BDM
RESEARCH: TAR DATE: 12-24
APPROVED: TGS DATE: 3-24
ATHOS DATE: 3-24

THE POINT OF COMMENCEMENT BEING AT THE NORTHWEST CORNER OF LEASE LOT 59, BEING THE INTERSECTION OF LEASE LOTS 59, 60 AND 61. (NOTE: THIS WAS NOT LOCATED AS PART OF THIS PROJECT. THIS IS REFERENCED IN A PREVIOUS SURVEY BY GREGORY WRIGHT, P.S. 6535, DATED AUGUST OF 1989).

POB
N=478973.434
E=2077036.342

DAIRY LANE
TR-32
60' R/W
CENTERLINE

STATE OF OHIO
(OHIO UNIVERSITY)
O.R. 67, PAGE 407
A029050101600
322.49 ACRES

CONTAINING 3.4773 ACRES
TRACT "JJ"

ATHENS, HOCKING, & VINTON
COUNTY COMMUNITY
MENTAL HEALTH BOARD
O.R. 25, PAGE 439
A029050102300
1.5749 ACRES
(TRACT TWO)

STATE OF OHIO
(OHIO UNIVERSITY)
O.R. 67, PAGE 407
A029050105600
322.49 ACRES

FND. 5/8" REBAR
NO ID. CAP

STATE OF OHIO
(OHIO UNIVERSITY)
O.R. 67, PAGE 407
A029050105600
322.49 ACRES

NOTE: THE LEASE LOT LINES AND THE SECTION LINE WERE NOT LOCATED AS PART OF THIS PROJECT. THEY ARE BASED ON THE HISTORIC SURVEYS, HISTORIC TAX MAPS AND CURRENT TAX MAPS OF RECORD AT THE ATHENS COUNTY ENGINEER'S OFFICE.

NORTH IS BASED ON THE STATE PLANE COORDINATE SYSTEM, (NAD83, 2011), UTILIZING ODOT'S VRS NETWORK. DISTANCES ARE AT GROUND.

T.G. SMITH

0-22-26

Introduced by Paul Isherwood, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO EXECUTE A PERPETUAL EASEMENT AND INGRESS AND EGRESS FOR THE UNIVERSITY ESTATES WATER TOWER, AND VACATION OF A 20-FOOT INGRESS/EGRESS EASEMENT WITH ATLAS VENTURES LLC.

WHEREAS, said perpetual easement and ingress/egress is for the purpose of operating and maintaining, and access to the University Estates Water Tower; and

WHEREAS, both the grantee and grantor desire to terminate and vacate a 20-foot ingress/egress easement;

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

SECTION I: Athens City Council does hereby authorize the Service-Safety Director to execute a perpetual easement and ingress and egress for the University Estates Water Tower, and to vacate a 20-foot ingress/egress easement for the total consideration of One Dollar (\$1.00) and other good and valuable consideration, with Atlas Ventures, copies of which are attached hereto and incorporated herein by reference.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

PERPETUAL EASEMENT FOR WATER TOWER AND INGRESS AND EGRESS

This Perpetual Easement for Water Tower and Ingress and Egress Easement Agreement (hereinafter referred to as the "Agreement"), is made and entered into this ___ day of _____, 2026, by and between **Atlas Ventures LLC**, an Ohio limited liability company, whose mailing address is 9 Broadmoor Ct. Athens, Ohio 45701, (the "Grantor"), and the **City of Athens**, a municipal corporation, 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, Athens, Ohio 45701.

RECITALS

WHEREAS, Grantor is the fee simple owner of the property depicted in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Grantee desires to obtain from Grantor a perpetual easement around an existing water tower for the purpose of operating and maintaining the water tower, and that easement is more specifically described in Exhibit "B" (the "Water Tower Easement"); and

WHEREAS, Grantee desires to obtain from Grantor a perpetual easement for ingress and egress to access the water tower, and that easement is more specifically described in Exhibit "C" (the "Ingress/Egress Easement," collectively the Water Tower Easement and the Ingress/Egress Easement are referred to as the "Easements"); 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:

1. TERM AND USE OF PREMISES.

1.1. Water Tower Easement.

Grantor does hereby grant, bargain, sell, and convey to Grantee a permanent and perpetual non-exclusive Water Tower Easement, depicted in Exhibit A and described in Exhibit B for the purpose of operating, inspecting, maintaining, repairing, replacing,

and removing a water tower and related facilities, equipment, and appurtenances. The Water Tower Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

1.2. Ingress/Egress Easement.

Grantor does hereby grant, bargain, sell, and convey to Grantee a permanent and perpetual non-exclusive Ingress/Egress Easement, depicted in Exhibit A and described in Exhibit C for the purpose of ingress and egress to and from the Water Tower Easement area by Grantee, its employees, agents, contractors, and invitees, including vehicles and equipment necessary for the operation, inspection, maintenance, repair, replacement, and removal of the water tower and related facilities. The Ingress/Egress Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

2. CONSIDERATION.

Grantee shall pay to Grantor, receipt of which is hereby acknowledged, the total sum of One Dollar (\$1.00) in consideration of Grantor's granting the easement.

3. RIGHTS AND OBLIGATIONS OF GRANTEE.

3.1 Operation and Maintenance.

- 3.1.1 Grantee shall have the right to ingress and egress via the Ingress/Egress Easement and operate, inspect, maintain, repair, replace, and remove the water tower and related facilities within the Water Tower Easement area.
- 3.1.2 Grantee shall have the right to use such equipment and vehicles within the Easements as may be necessary or useful to the exercise of the rights granted herein.
- 3.1.3 Grantee shall have the right to install, maintain, and use gates or fences which now cross or hereafter cross the Easements.

3.2 Vegetation Management.

Grantee shall have the right to cut, trim, and remove trees, shrubs, and other vegetation within the Easements that may interfere with the operation, inspection, maintenance, repair, replacement, or removal of the water tower and related facilities, or that may impede access to the Water Tower Easement area.

3.3 Compliance with Laws.

Grantee shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use of the Easement Areas.

4. RIGHTS AND OBLIGATIONS OF GRANTOR.

4.1. Reservation of Rights.

Grantor reserves the right to use the Easement Areas for any purpose that does not interfere with the rights granted to Grantee herein, provided that Grantor shall not:

- 4.1.1 Construct or install any buildings, structures, or improvements within the Easements;
- 4.1.2 Plant any trees, shrubs, or other vegetation within the Easements that may interfere with Grantee's use of the Easements;
- 4.1.3 Install any underground tanks, septic systems, or other subsurface structures within the Easements;
- 4.1.4 Engage in any activity that would increase the likelihood of damage to or interference with Grantee's water tower and related facilities;
- 4.1.5 Excavate, grade, or change the elevation of the Easements without Grantee's prior written consent;
- 4.1.6 Grant any other easements or rights-of-way within the Easements without Grantee's prior written consent;
- 4.1.7 Erect or maintain any fence, wall, gate, or other barrier across the Easements without Grantee's prior written consent. If Grantee consents to the installation of any such barrier, Grantor shall provide Grantee with the means to open, unlock, or otherwise pass through such barrier; or
- 4.1.8 Otherwise interfere with Grantee's use of the Easements for the purposes set forth herein.

5. INDEMNIFICATION BY GRANTEE.

Grantee shall defend, indemnify, and hold harmless Grantor from and against any and all claims, demands, actions, suits, proceedings, judgments, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from Grantee's use of the Easements or Grantee's breach of any provision of this Easement, except to the extent caused by the negligence or willful misconduct of Grantor.

6. INDEMNIFICATION BY GRANTOR.

Grantor shall defend, indemnify, and hold harmless Grantee from and against any and all claims, demands, actions, suits, proceedings, judgments, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from Grantor's

use of the Easements or Grantor's breach of any provision of this Easement, except to the extent caused by the negligence or willful misconduct of Grantee.

7. INSURANCE.

Grantee shall maintain, at its sole cost and expense, general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering claims for bodily injury, personal injury, death, and property damage that may arise from or in connection with Grantee's use of the Easements. Grantee shall provide Grantor with a certificate of insurance evidencing such coverage upon request.

8. TAXES.

Grantor shall be responsible for the payment of all real property taxes and assessments levied against the Easements.

9. ASSIGNMENT.

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Grantor. 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.

10. RECORDATION.

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement to the Athens County Recorder's Office. 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 Grantor.

11. RIGHTS CUMULATIVE.

All rights and remedies of Grantor 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.

12. WAIVER.

The waiver by the parties of, or the failure of the parties 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.

13. 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, sent by U.S. certified mail, return receipt requested, postage prepaid to:

with respect to Grantor, addressed to:

Atlas Ventures LLC
c/o Garret Karr
8648 Stagecoach Rd.
Athens, Ohio 45701
karr.31@gmail.com

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.

14. MODIFICATIONS.

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

15. 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 Athens County, Ohio.

16. 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.

GRANTOR

ATLAS VENTURES LLC



By: Garrett Karr, Member

STATE OF OHIO)
) ss.
County of Athens)

On this 28th day of January 2026, before me personally appeared GARRETT KARR who acknowledged that the foregoing document is being executed for and on behalf of **ATLAS VENTURES LLC**, and that he is duly authorized to execute said document for and on behalf of **ATLAS VENTURES LLC**. This is an acknowledgment clause only. No oath or affirmation was administered to the signer regarding this notarial act.



SHAWNA YOUNG
Notary Public
State of Ohio
My Comm. Expires
October 7, 2030


Notary Public, State of Ohio
My Commission Expires: 10/7/30

**GRANTEE
THE CITY OF ATHENS**

By: Andy Stone, Service Safety Director

STATE OF OHIO)
) ss.
County of ATHENS)

On this ____ day of _____, 2026, the foregoing instrument was acknowledged before me by ANDY STONE, Service Safety Director for the **CITY OF ATHENS**, a body politic. ANDY STONE acknowledges that he executed the foregoing instrument, and that he is duly authorized to execute this instrument for and on behalf of the **CITY OF ATHENS**. This is an acknowledgment clause only. No oath or affirmation was administered to the signer regarding this notarial act.

Notary Public, State of Ohio
My Commission Expires: _____

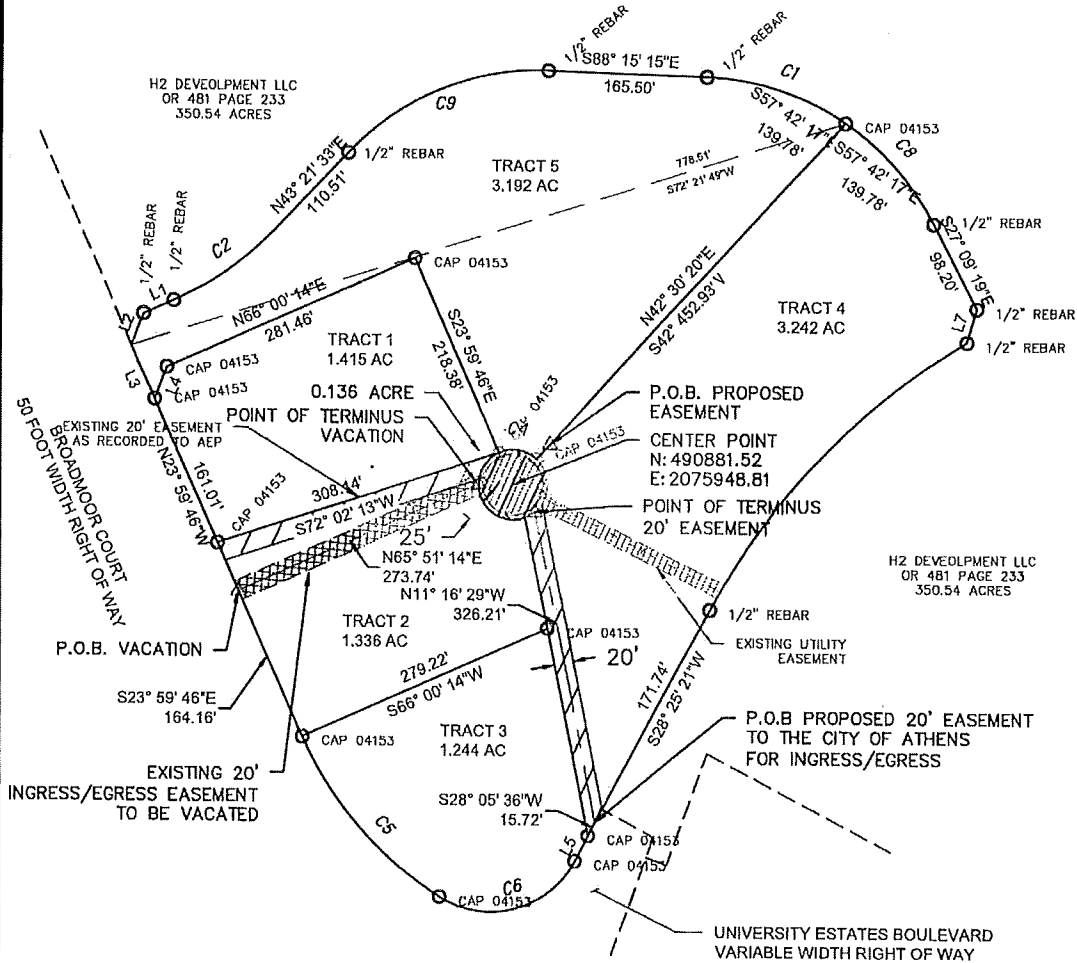
Prepared by:

Jesse Branner Hittle
Athens City Asst. Law Director
8 East Washington Street
Law Administration Building
Athens, Ohio 45701

EXHIBIT A

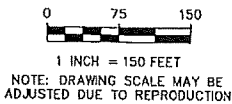
ATHENS COUNTY
CITY OF ATHENS
ATHENS TOWNSHIP
SECTION 17
FARM LOTS: 62,65,195
TOWN 9, RANGE 14
OHIO COMPANY PURCHASE
STATE of OHIO

PERTINENT DOCUMENTS AND SOURCES OF DATA USED:
DEED REFERENCES (AS NOTED)
SPECIFIED COUNTY ROADWAY MAP
SPECIFIED COUNTY TAX PARCEL MAP
PREVIOUS SURVEY PLATS



Being an easement in original lot 131 as platted in University Estates Phase 2, Envelope 563A PARCEL # A027400014600

LEGEND	
○	MONUMENT FOUND
—	MONUMENT SET 3/4"x30" REBAR/CAP 04153
△	POINT



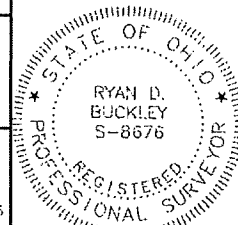
ATTENTION:
THIS PLAT OF SURVEY REPRESENTS THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO AS ADOPTED 5-1-80 OF THE ADMINISTRATIVE CODE CHAPTER 4733-37. LOCAL GOVERNING REQUIREMENTS IF MORE STRINGENT, SHALL BE ADHERED TO.

BASIS OF BEARINGS:
STATE PLANE COORDINATE SYSTEM
OHIO SOUTH ZONE, NAD 83

DATE	12/9/25
DRWN.	JDC
CHECK.	RDB
JOB NO.	232233

PLAT OF EASEMENT

SURVEYED FOR:
ATLAS VENTURES LLC



6801 STATE ROUTE 56,
ATHENS, OH 45701
PH: (740)589-5001
WEB: buckleygroup

Ryan D. Buckley
RYAN D. BUCKLEY
PROFESSIONAL SURVEYOR No. 8676
STATE OF OHIO
DATE: 12/9/25



6801 State Route 56 Athens, Ohio 45701
www.buckley.group

DESCRIPTION OF A 0.136 ACRE EASEMENT

Situated in City of Athens, Section 17, Athens Township, Athens County, State of Ohio

Being a 0.136 acre easement of land located in part of Athens County, Athens Township, Section 17, City of Athens, Ohio Company Purchase, Township 9 North, Range 14 West, State of Ohio, parcel#A027400014600 and being part of Lot 131 as platted in University Estates Phase 2 in Envelope 563A of said county plat records and being more fully described as follows:

Beginning at a point at the northeasterly side of said 0.136 acre easement, being a point on the easterly line of Tract 5, from which an iron found (cap 04513), being the Northwest corner of Tract 4, bears N 42° 30' 20" E, 452.93 feet for reference:

Course No. 1: Thence, with a curve to the left, having a Delta of 359 degrees 59 minutes 59 seconds, Radius of 56.45 feet, Arc length of 354.17 feet to the point of **Beginning** containing 0.136 acres, more or less, and being subject to all legal easements and rights of way of record.

Intent of easement is to be 25 Feet wide outside of existing water tower fence, and having a center point of N: 490881.52, E: 2075948.81 with a total radius of 56.45 feet.

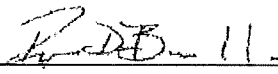
Bearings, coordinates, and distances are based on Ohio State Plane (South Zone) Grid, NAD83 (CORS 96) datum.

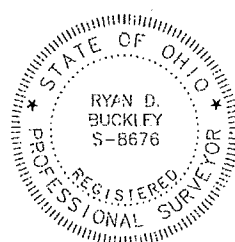
Plat of easement is attached hereto and made a part thereof.

All iron pins set being 3/4" x 30" rebar with plastic cap stamped "Buckley Group -04153".

This description was prepared under the direct supervision of Ryan D. Buckley, Registered Surveyor No. 8676 and is based on a field survey conducted by Buckley Group, LLC completed in November 2025.

11/4/2025
Date


Ryan D. Buckley, Professional Surveyor No. 8676





6801 State Route 56 Athens, Ohio 45701
www.buckley.group

DESCRIPTION OF A 20' INGRESS/EGRESS EASEMENT

Situated in City of Athens, Section 17, Athens Township, Athens County, State of Ohio

Being a 20' easement located in part of Athens County, Athens Township, Section 17, City of Athens, Ohio Company Purchase, Township 9 North, Range 14 West, State of Ohio, parcel# A027400014605 and being part of Lot 131 as platted in University Estates Phase 2 in Envelope 563A of said county plat records and being 10' each side of a centerline more fully described as follows:

Beginning at a point at the northwesterly side of University Boulevard, having a variable width right of way, being a point on the easterly line of Tract 4, from which an iron found (cap 04513), being the Southwest corner of Tract 4, bears S 28° 05' 36" W, 15.72 feet for reference:

Course No. 1: Thence, N 11° 25' " W, 334.63 feet to the **Point of Terminus**.

Bearings, coordinates, and distances are based on Ohio State Plane (South Zone) Grid, NAD83 (CORS 96) datum.

Plat of easement is attached hereto and made a part thereof.

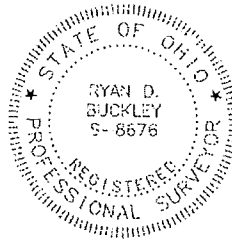
All iron pins set being 3/4" x 30" rebar with plastic cap stamped "Buckley Group -04153".

This description was prepared under the direct supervision of Ryan D. Buckley, Registered Surveyor No. 8676 and is based on a field survey conducted by Buckley Group, LLC completed in November 2025.

12/9/25

Date

Ryan D. Buckley, Professional Surveyor No. 8676



VACATION OF 20 FOOT INGRESS/EGRESS EASEMENT

THIS VACATION OF A 20 FOOT INGRESS/EGRESS EASEMENT (this "Vacation") is made and entered into as of _____ (the "Effective Date"), by and between **Atlas Ventures LLC**, an Ohio limited liability company, whose mailing address is 9 Broadmoor Ct. Athens, Ohio 45701 ("Grantor"), and **The City of Athens**, a municipal corporation, duly formed and existing under the laws of the State of Ohio ("Grantee").

WHEREAS, Grantor is the owner of that certain real property located in Athens County, Ohio, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Grantor's Property"); and

WHEREAS, Grantee is the owner of a 20 foot ingress/egress easement, more particularly described in the legal description attached as **Exhibit B** and incorporated herein by reference (the "Easement"); and

WHEREAS, Grantee's Easement was granted on Grantor's Property, on original lot 131 as platted in University Estates Phase 2, Envelope 563A Parcel # A027400014600 (the "Easement Agreement");

WHEREAS, the parties desire to terminate and vacate the Easement in its entirety.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.1 Vacation of Easement.

Grantor and Grantee hereby terminate, release, and forever vacate the Easement in its entirety. From and after the Effective Date, the Easement shall be deemed terminated and of no further force or effect, and neither party shall have any further rights, duties, or obligations thereunder.

1.2. Release of Rights.

Grantee hereby releases, relinquishes, and surrenders all of its right, title, and interest in and to the Easement, including, without limitation, all rights of ingress and egress over, across, and through the Easement area as previously granted under the Easement Agreement.

1.3. Restoration of Property Rights.

Upon the execution and delivery of this Vacation, all rights, title, and interest in and to the real property previously subject to the Easement shall revert to and be vested in Grantor, free and clear of the Easement and any rights of Grantee thereunder. Grantor shall hold such property rights as if the Easement had never been granted.

1.4. Authority.

Each party represents and warrants to the other that it has full power and authority to execute this Vacation and to perform its obligations hereunder.

1.5. Binding Effect.

This Vacation is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

1.6. Recordation.

This Vacation shall be recorded in the Official Records of Athens County, Ohio, at the expense of Grantee.

**GRANTOR
ATLAS VENTURES LLC**


By: Garrett Karr, Member

STATE OF OHIO)
County of Athens) ss.

On this 28th day of January 2026, before me personally appeared GARRETT KARR who acknowledged that the foregoing document is being executed for and on behalf of **ATLAS VENTURES LLC**, and that he is duly authorized to execute said document for and on behalf of **ATLAS VENTURES LLC**. This is an acknowledgment clause only. No oath or affirmation was administered to the signer regarding this notarial act.



SHAWNA A YOUNG
Notary Public
State of Ohio
My Comm. Expires
October 7, 2030


Notary Public, State of Ohio
My Commission Expires: 10/7/30

**GRANTEE
THE CITY OF ATHENS**

By: Andy Stone, Service Safety Director

STATE OF OHIO)
) ss.
County of ATHENS)

On this _____ day of _____, 2026, the foregoing instrument was acknowledged before me by ANDY STONE, Service Safety Director for the **CITY OF ATHENS**, a body politic. ANDY STONE acknowledges that he executed the foregoing instrument, and that he is duly authorized to execute this instrument for and on behalf of the **CITY OF ATHENS**. This is an acknowledgment clause only. No oath or affirmation was administered to the signer with regard to this notarial act.

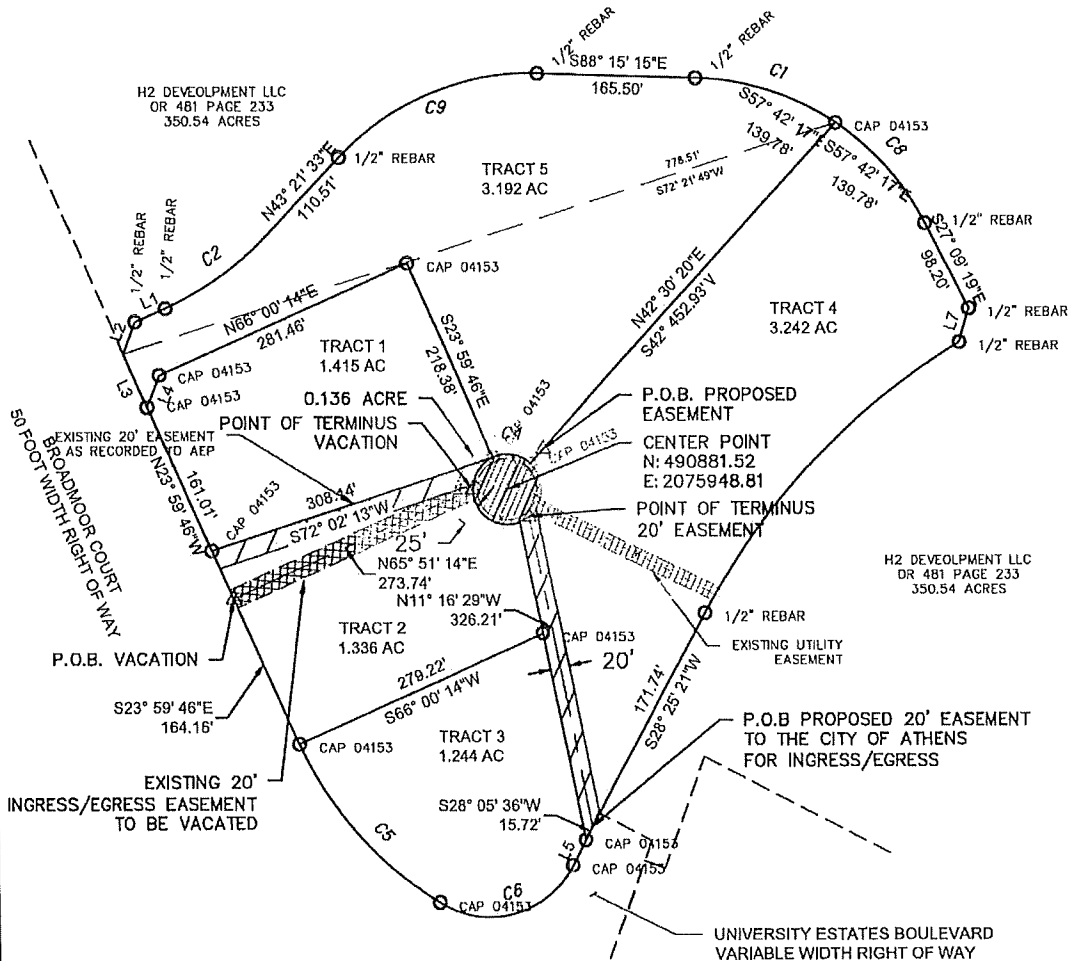
Notary Public, State of Ohio
My Commission Expires: _____

Prepared by:
Jesse Branner Hittle
Athens City Asst. Law Director
8 East Washington Street
Law Administration Building
Athens, Ohio 45701

EXHIBIT A

ATHENS COUNTY
 CITY OF ATHENS
 ATHENS TOWNSHIP
 SECTION 17
 FARM LOTS: 62,65,195
 TOWN 9, RANGE 14
 OHIO COMPANY PURCHASE
 STATE of OHIO

PERTINENT DOCUMENTS AND
 SOURCES OF DATA USED:
 DEED REFERENCES (AS NOTED)
 SPECIFIED COUNTY ROADWAY MAP
 SPECIFIED COUNTY TAX PARCEL MAP
 PREVIOUS SURVEY PLATS



Being an easement in original lot 131 as platted
 in University Estates Phase 2, Envelope 563A
 PARCEL # AD27400014600

LEGEND	
○	MONUMENT FOUND
—	MONUMENT SET
△	POINT
○	3/4"x3/8" REBAR/CAP 04153



0 75 150

1 INCH = 150 FEET

NOTE: DRAWING SCALE MAY BE ADJUSTED DUE TO REPRODUCTION

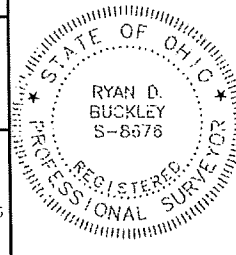
ATTENTION:
 THIS PLAT OF SURVEY REPRESENTS
 THE MINIMUM STANDARDS FOR BOUNDARY
 SURVEYS IN THE STATE OF OHIO AS
 ADOPTED 5-1-80 OF THE ADMINISTRATIVE
 CODE CHAPTER 4733-37. LOCAL
 GOVERNING REQUIREMENTS IF MORE
 STRINGENT, SHALL BE ADHERED TO.

BASIS OF BEARINGS:
 STATE PLANE COORDINATE SYSTEM
 OHIO SOUTH ZONE, NAD 83

DATE 12/9/25
 DRAWN JDC |CHKR. RDB
 JOB NO. 232233

PLAT OF EASEMENT

SURVEYED FOR:
 ATLAS VENTURES LLL



6801 STATE ROUTE 56,
 ATHENS, OH 45701
 PH: (740) 589-5001
 WEB: buckley.group

RYAN D. BUCKLEY
 PROFESSIONAL SURVEYOR No. 8076
 STATE OF OHIO
 DATE: 12/9/25

6801 State Route 56 Athens, Ohio 45701
www.buckley.group

DESCRIPTION OF AN EASEMENT VACATION

Situated in City of Athens, Section 17, Athens Township, Athens County, State of Ohio

Being an existing 20' ingress/egress easement located in part of Athens County, Athens Township, Section 17, City of Athens, Ohio Company Purchase, Township 9 North, Range 14 West, State of Ohio, parcel# A027400014603 and being part of Lot 131 as platted in University Estates Phase 2 in Envelope 563A of said county plat records and being 10' each side of a centerline more fully described as follows:

Beginning at a point at the northeasterly side of Broadmoor Court, having a 50 foot width right of way, being a point on the westerly line of Tract 2, from which an iron found (cap 04513), being the Southwest corner of Tract 2, bears S 23° 59' 46" E, 164.16 feet for reference:

Course No. 1: Thence, N 65° 51' 14" E, with a centerline of existing easement, 273.74 feet to the **Point of Terminus**.

Bearings, coordinates, and distances are based on Ohio State Plane (South Zone) Grid, NAD83 (CORS 96) datum.

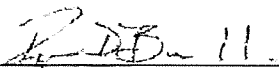
Plat of easement is attached hereto and made a part thereof.

All iron pins set being 3/4" x 30" rebar with plastic cap stamped "Buckley Group -04153".

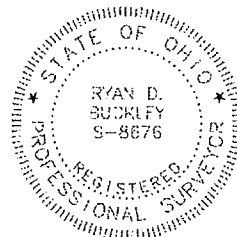
This description was prepared under the direct supervision of Ryan D. Buckley, Registered Surveyor No. 8676 and is based on a field survey conducted by Buckley Group, LLC completed in November 2025.

12/9/2025

Date



Ryan D. Buckley, Professional Surveyor No. 8676



0-23-26

Introduced by Paul Isherwood, Chair
City & Safety Services Committee

AN ORDINANCE AMENDING ORDINANCE 14-25; AUTHORIZING THE ANNUAL PURCHASE OF WATER SOFTENING SALT FOR THE WATER TREATMENT PLANT.

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

SECTION I: Section II of Ordinance 14-25 is hereby amended to read as follows:

Section II: The Service-Safety Director is hereby authorized **and ratified** to expend up to ~~One Hundred Ninety Thousand Two Hundred Forty Four Dollars (\$190,244.00)~~, **Two Hundred Seventeen Thousand Twenty-Seven and 71/100 Dollars (\$217,027.71)** from Water Fund, Plant, 740.637, T.C. 300, for said purchase.

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

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

0-27-26

Introduced by Paul Isherwood, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE EXTENSION OF CITY WATER SERVICE AND INSTALLATION OF A WATER TAP, BEYOND THE CORPORATE LIMITS, TO 8666 ROCK RIFFLE ROAD.

WHEREAS, the City currently operates a water line adjacent to the property;
and

WHEREAS, no existing water line or service is available from a rural water system; and

WHEREAS, the adjacent water line has been tested at 45 PSI, well over the minimum of 20 PSI for domestic service pressure; and

WHEREAS, said service is limited to a single residential domestic tap;

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

SECTION I: The Service-Safety Director is hereby authorized to extend City water service, beyond the corporate limits, to 8666 Rock Riffle, owned by Woodland Conservation LTD.

SECTION II: The Service-Safety Director is further authorized to install a tap on said property located outside the City, provided that pressures are sufficient to meet EPA minimums and all technical requirements can be met. The customer will pay standard connection fees.

SECTION III: Said water service shall be governed by the same rules and regulations which govern said services to residents of the City; and that the rate charged for said services shall be the City rate, plus twenty percent (20%).

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.

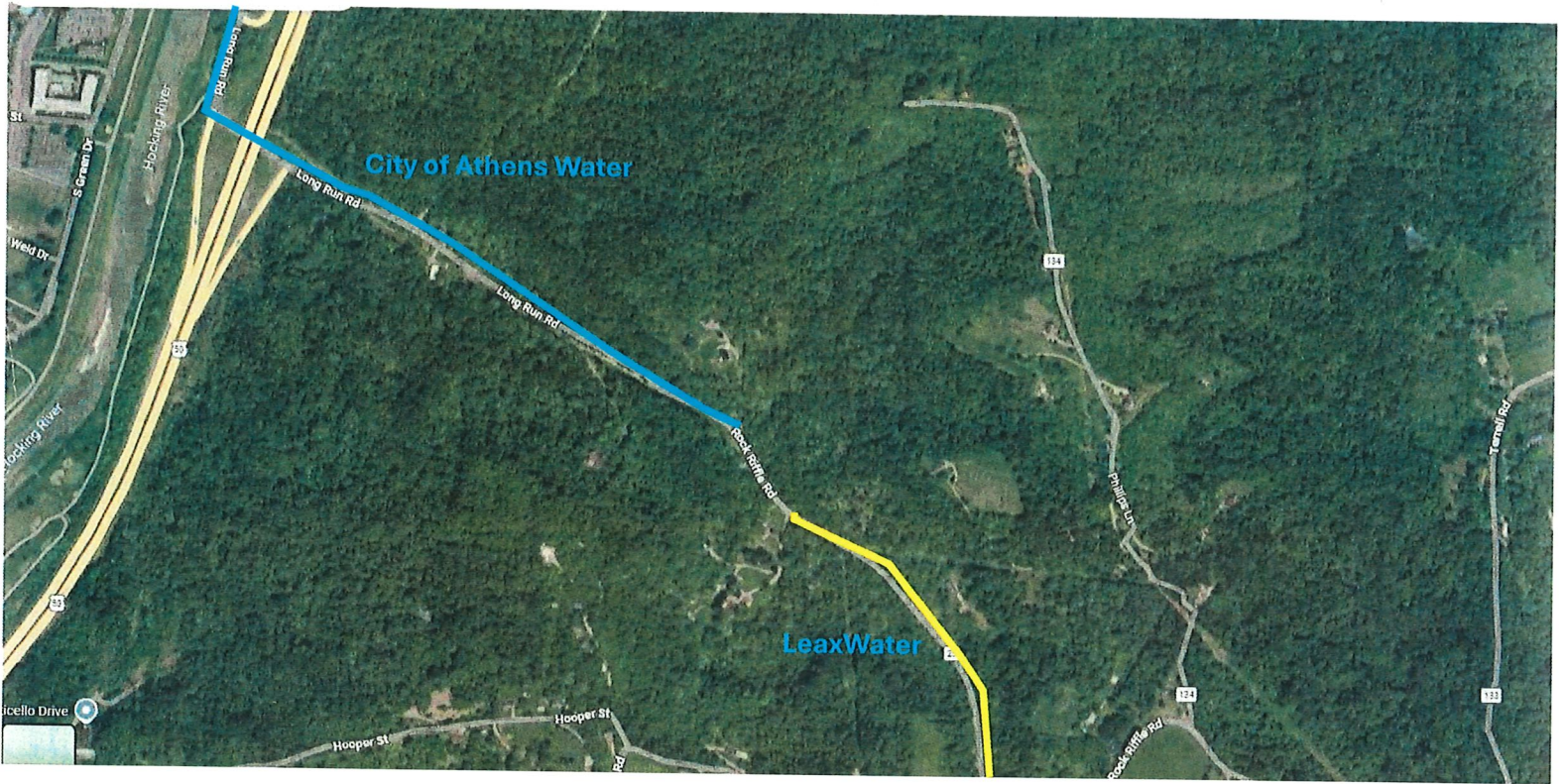
President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



0-28-26

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 32 WEST CARPENTER STREET, MOUNT ZION BAPTIST CHURCH, TO PLACE AN ELEVATOR VESTIBULE IN THE CITY'S RIGHT-OF-WAY ALONG NORTH CONGRESS STREET.

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 32 West Carpenter Street, owner, Mount Zion Baptist Church Preservation Society, by and through Susan Righi, Mount Zion Black Cultural Center, applicant, to place an elevator vestibule that extends 6.2 feet into the City's right-of-way along North Congress Street, as attached hereto and incorporated herein by reference. Pursuant to Athens City Code Section 49.03.01 (D)(1), said elevator vestibule will contribute to the public health, safety, or welfare in the City by making the Mount Zion Black Cultural Center Americans with Disabilities Act (ADA) accessible.

SECTION II: Owner, Mount Zion Baptist Church Preservation Society, 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. Owner, Mount Zion Baptist Church Preservation Society, 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.

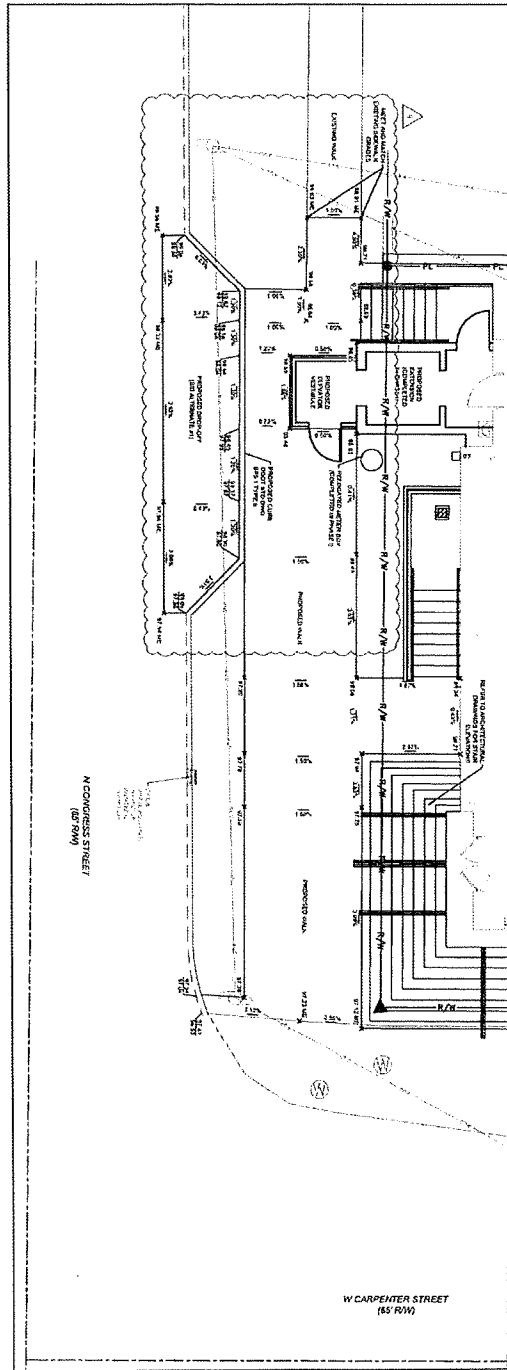
President of Council

ATTEST:

APPROVED:

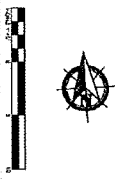
Clerk of Council

Mayor



- GRADING LEGEND**
- PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - FINISHED FLOOR ELEVATION
 - SPOT ELEVATION
 - TOP OF PLATING ELEVATION
 - MATHD ELEVATION
 - TOP OF CURB ELEVATION
 - BOTTOM OF CURB ELEVATION
 - SLOPE ARROW
- REMARKS:**
 ELEVATIONS TAKEN FROM SURVEY POINT DATA
 FOR THE PROJECT. THE CONTRACTOR SHALL VERIFY
 ALL ELEVATIONS AND REPORT TO THE ARCHITECT
 ANY DISCREPANCIES. THE CONTRACTOR SHALL
 BE RESPONSIBLE FOR OBTAINING NECESSARY
 ENGINEERING AND SURVEYING SERVICES.

GRADING NOTE
 ALSO USE OF TOTAL POINT ELEVATIONS TO OBTAIN VERTICAL ELEVATIONS.



DRAWINGS ARE NOT ISSUED FOR PERMITS, BIDDING OR CONSTRUCTION

**MOUNT ZION BLACK CULTURAL CENTER
 PHASE 2 RENOVATION & ADDITION**

32 WEST CARPENTER STREET; ATHENS, OHIO 45701

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	3/27/2023
2	ISSUED FOR BIDDING	4/1/2023
3	ISSUED FOR CONSTRUCTION	4/1/2023
4	ISSUED FOR CONSTRUCTION	4/1/2023
5	ISSUED FOR CONSTRUCTION	4/1/2023

DESIGNED BY: D&M
 DRAWN BY: VCM
 CHECKED BY: CD
 HDC NO: 2408

STRATEGIC PART

KAMPEL ASSOCIATES

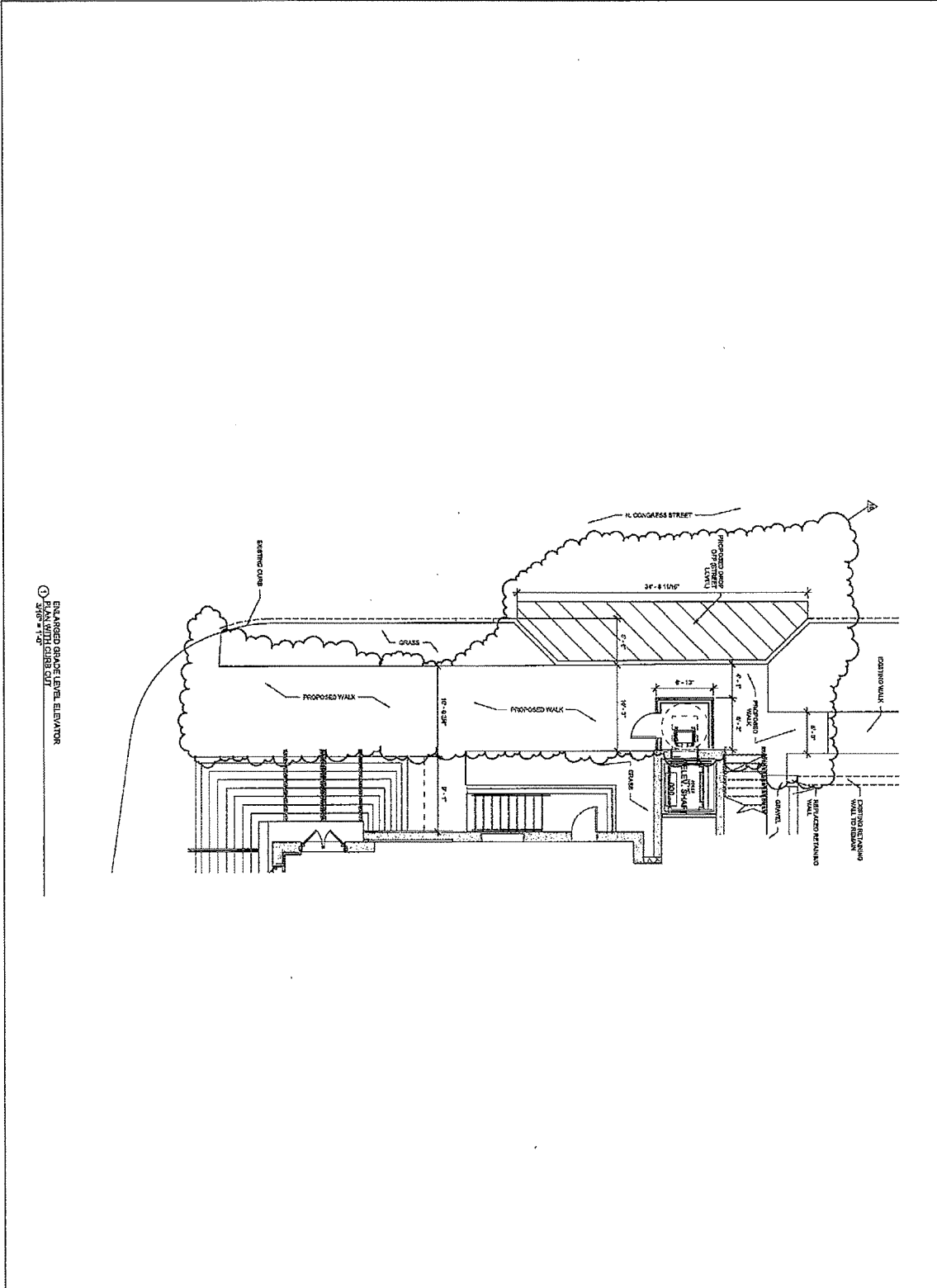
Kampinski

HARRIS Design Company

GRADING PLAN

APRIL 1, 2023

C400



ENLARGED GRADE LEVEL ELEVATOR VESTIBULE PLAN WITH CURB CUT

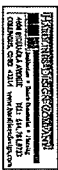
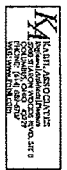
AS-100
Dec 12, 2025

ELEVATOR VESTIBULE SITE PLAN

Charles W. Daniel, 15139
12/31/2025 expiration date



MOUNT ZION BLACK CULTURAL CENTER			
Renovation & Addition			
32 West Carpenter Street, Athens, Ohio, 45701			
NO.	REVISION	DATE	
1	ADDENDUM 1	04/21/2025	DESIGNED BY: Designer
3	ADDENDUM 3	04/30/2025	DRAWN BY: Archer
10	ELEVATOR VESTIBULE AND DROP OFF ADJUSTMENTS	01/07/2026	CHECKED BY: Checker
			HDC PROJECT NO. 2408



0-29-26

Introduced by Alan Swank
Planning & Development Committee

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF A SURPLUS CITY-OWNED PARCEL ON HUDSON AVENUE TO COMMUNITY BUILDING PARTNERS, LLC. IN FURTHERANCE OF THE WELCOME HOME OHIO GRANT PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance 0-02-25 authorized the Service-Safety Director to enter into a development services agreement with Community Building Partners, LLC and a Purchasing Program grant agreement with the State of Ohio for the Welcome Home Ohio program, Project #382; and

WHEREAS, pursuant to the Welcome Home Ohio (WHO) Grant Program administered by the Ohio Department of Development, the City was awarded grant funds for the purpose of acquiring qualifying residential properties, funding the cost of construction or rehabilitation, and facilitating the sale of new housing to income-qualified buyers; and

WHEREAS, the City of Athens has entered into a Program Agreement with Community Building Partners, LLC for the development of affordable single-family housing through the Welcome Home Ohio Program, utilizing grant funding provided by the Ohio Department of Development; and

WHEREAS, the City of Athens owns a surplus parcel of approximately 0.5 acres located on Hudson Avenue, Athens, Ohio (the "Property"), as more fully described in in the attached General Warranty Deed, which is no longer needed for any municipal purpose; and

WHEREAS, Community Building Partners, LLC. ("Developer"), will construct single-family residential homes on the Property, and upon completion will convey the completed home(s) to the City of Athens at a price closely associated with construction costs plus fees; and

WHEREAS, the City of Athens will apply Welcome Home Ohio grant funds toward the purchase of the completed home(s) from the Developer and will in turn sell the home(s) to eligible buyers at or below eighty percent (80%) of the area median income, at a sale price not to exceed One Hundred Eighty Thousand Dollars (\$180,000.00); and

WHEREAS, the conveyance of the Property to the Developer for nominal consideration serves a valid public purpose by expanding the supply of affordable owner-occupied housing in the City of Athens; and

WHEREAS, in the event Community Building Partners, LLC fails to commence construction within six (6) months of conveyance, or ceases to exist, the Property shall revert to the City of Athens;

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

SECTION I: The Mayor is hereby authorized to convey the surplus City-owned parcel of approximately 0.5 acres located on Hudson Avenue, Athens, Ohio, as more fully described in the attached General Warranty Deed, to Community Building Partners, for the purchase price of One Dollar (\$1.00) and other valuable consideration, in furtherance of the Welcome Home Ohio Grant Program. The Mayor is further authorized to execute a General Warranty deed, and any other instruments necessary to consummate the conveyance, in a form approved by the Law Director, consistent with the public purpose described in the preamble hereto.

SECTION II: Upon completion of construction, the Mayor is authorized to apply Welcome Home Ohio grant funds to purchase the completed home(s) from the Developer and to thereafter sell the home(s) to eligible buyers at or below eighty percent (80%) of the area median income at a sale price not to exceed One Hundred Eighty Thousand Dollars (\$180,000.00), consistent with the requirements of the Welcome Home Ohio Program and the City's Program Agreement with the Ohio Department of Development.

SECTION III: In the event that Community Building Partners, LLC ceases to exist, fails to commence construction within the time period specified above, or fails to complete construction in accordance with the Program Agreement, the property shall revert to the City of Athens, Ohio, as described in the General Warranty Deed as attached hereto and incorporated herein by reference.

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, in order to provide affordable housing, and it shall be in full force and effect upon its passage and approval by the Mayor.

ATTEST:

Clerk of Council

President of Council
APPROVED:

Mayor

GENERAL WARRANTY DEED

(O.R.C. §5302.05 and §5302.06)

THE CITY OF ATHENS, OHIO, a municipal corporation, for valuable consideration paid, grants with general warranty covenants to **COMMUNITY BUILDING PARTNERS, LLC**, an Ohio Limited Liability Company, whose tax mailing address is 1263 East Broad Street, Columbus, Ohio 43205, the following real property:

Situated in Athens County, Lease Lots 43 and 44, Town 9 North, Range 14 West, Ohio University Leasehold Lands and being more particularly described as follows:

Being all of Lots 829, 830, 831, 832, and 833 of Hudson's Addition to the City of Athens as platted and recorded in Plat Book 3, Page 51 of the records of Athens County.

Prior Instrument References: Vol. 251, Page 1588, Instrument No. 9700003365, Official Records of Athens County

Vol. 146, Page 547 and Vol. 152, Page 411 of the Deed Records of Athens County

Parcel ID No. A027180001700

Commonly known as: 93 Hudson Avenue, Athens, Ohio 45701

In the event that Community Building Partners, LLC ceases to exist, or fails to commence construction within six months of the recording of this deed, or fails to complete construction in accordance with the Program Agreement, the property shall revert to the City of Athens, Ohio.

This conveyance is being made subject to any and all legal easements, rights of way, zoning ordinances, leases of record, and any other restrictions and conditions of record, if any.

The attorney preparing this instrument makes no warranties as to title to the above-described property and the attorney does not certify the accuracy of the legal description herein.

Executed this ____ day of March, 2026.

THE CITY OF ATHENS, OHIO

By: Steve Patterson, Mayor

STATE OF OHIO :
: SS
COUNTY OF ATHENS :

The foregoing instrument was acknowledged before me this ____ day of March, 2026 by **STEVE PATTERSON**, the Mayor of **THE CITY OF ATHENS, OHIO**. He personally appeared before me and is known to me. He acknowledged that he executed the same for the purposes expressed herein. This is an acknowledgement clause. No oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public
Print name: _____
My commission expires: _____

*This instrument is two pages in length. It was prepared by:
Jessica Branner Hittle (0090497), Asst. Law Director, City of Athens, 8 E. Washington St.,
Athens, Ohio 45701*

0-30-26

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A ONE-YEAR AGREEMENT WITH SUNDAY CREEK HORIZONS, A CONSULTING FIRM.

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

SECTION I: The Mayor is hereby authorized to enter into a one-year agreement with Sunday Creek Horizons (SCH), a consulting firm with specialized professional services, that will undertake the services as set forth in Exhibit 1, Scope of Services, a copy of said agreement and Scope of Services are attached hereto and incorporated herein by reference.

SECTION II: The Mayor is further authorized to expend up to One Hundred Twenty Thousand Dollars (\$120,000.00) from General Fund, Other Administrative, 101.120, T.C. 300, for said services.

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



**Advocacy and Consulting Services Contract:
Sunday Creek Horizons and the City of Athens**

This Consulting Agreement (“**Agreement**”) is entered into on the ___ day of _____ (the “**Effective Date**”), by and between the **City of Athens**, its successors and assigners, located at 8 East Washington Street, Athens, Ohio, 45701 (“**Client**”), and **Sunday Creek Horizons, LLC** (the “**Consultant**”), whose primary address is 5 Depot Street, Athens OH 45701. Client and Consultant are hereinafter referred to each as a “**Party**” and collectively as the “**Parties**”.

WHEREAS Client desires to enter into the within agreement with Consultant to draw on the Consultant’s expertise to advance the interests and mission of the Client.

WHEREAS Client and Consultant desire to establish a contractual relationship whereby Consultant will partner with Client to advance the needs and interests of Client, subject to the terms and conditions contained herein (“**Consulting Services**”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Services; Performance Standards.

- a. **Statement of Services.** Consultant will undertake the Services as set forth in the Statement of Services, labeled Exhibit 1, and incorporated herein by reference.
- b. **Standard of Services.** Consultant will furnish professional services in accordance with commercial standards necessary for the satisfactory performance of the Services under this Agreement. Client shall engage Consultant as an independent contractor to provide the Consulting Services under the terms set-forth herein. The parties may extend the scope and extent of work called for herein, by mutual written agreement. Consultant shall provide the Consulting Services in accordance with generally established professional standards and practices and in accordance with all applicable laws, regulations, codes, and ordinances.

2. Term; Termination. This Agreement shall commence on the Effective Date and continue for twelve months. Each Party shall maintain the unilateral right to terminate this Agreement for any reason upon furnishing the other with sixty (60) days written notice.

3. Performance and Compensation.

- a. **Monthly Retainer.** Consultant will earn compensation (the “**Monthly Retainer**”) from Client in the amount of \$10,000.00 per month, for Consulting Services, to be paid on a monthly basis.
- b. **Payment Terms.** The Monthly Retainer shall be due and payable to Consultant by Client within 30 business days following the receipt of invoice from Consultant.

4. Expenses. The Consultant shall be responsible for all reasonable expenses incurred in providing

the Consulting Services hereunder including, but not limited to, travel, transportation, parking, tolls, supplies, photocopying, printing, courier service, telephone service, postage and meals. Client shall not be responsible for reimbursement of costs undertaken by the Consultant in connection with the performance of the scope of work herein.

5. **Insurance.** Throughout the duration of this Agreement, Consultant shall maintain: (i) comprehensive general liability insurance (or equivalent professional liability insurance) covering bodily injury and property damage that may arise from or in connection with the Services, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) workers' compensation coverage as required by Ohio law; and (iii) commercial automobile liability coverage in an amount not less than \$1,000,000. Upon request, Consultant shall provide Client with a certificate of insurance or equivalent evidence of such coverages.
6. **Confidentiality.** Consultant shall keep all printed, digital, and verbal communications with Client confidential, and Consultant will not disclose any information identified by Client as proprietary, unless expressly authorized to do so by Client.
7. **Compliance with Applicable Law.** Consultant and Client shall comply with all applicable federal and state laws and regulations. Furthermore, Consultant and Client shall timely file all applicable disclosures and reports required.
8. **Non-Legal Services.** The Consultant and Client expressly agree that the Consulting Services provided by Consultant pursuant to the within agreement, or in connection with any other matter between the Parties, do not under any circumstances constitute the provision of legal services. Client acknowledges that it has been advised by Consultant that the Consulting Services rendered to Client pursuant to the Parties' agreement(s) do not constitute the practice of law, or the provision of legal services.
9. **Avoidance of a Conflict of Interest.** The parties acknowledge that the Consultant has been, and will continue to be engaged by other Ohio local government political subdivisions; and that these engagements entail the provision of Services of a similar nature to those set forth in Exhibit 1. Client acknowledges that Consultant does not make final determinations on the award of state or federal grant monies, and that these decisions are made independently by state and/or federal government officials. As such, efforts by Consultant on behalf of Client to secure federal or state funding shall not, on their face, be considered conflicting with similar efforts made on behalf of other local governments. Consultant shall, however, take reasonable and necessary steps to insure that its actions on behalf of such other local governments shall not directly conflict with or compromise the interests of Client. During the term of the within engagement, Consultant shall disclose any discovered direct conflicts that may arise between Consultant's work on behalf of Client and that performed on behalf of any other similarly situated local governments.
10. **Legal Construction.** If one or more provisions hereof are held invalid, illegal or unenforceable, the invalid, illegal or unenforceable provision shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the choice of law provisions thereof. Parties hereby consent



and submit to the jurisdiction and forum of the state and federal courts in the State of Ohio for all claims, demands and controversies arising out of this Agreement or the enforcement of the provisions of same.

12. **Amendment and Waiver.** This Agreement may be amended only with the written consent of the Parties. The failure of either Party at any time to require performance by the other hereunder shall not affect the right of such Party to thereafter enforce such provision, and such failure shall not be deemed to be a waiver thereof.
13. **Mediation.** Any controversy or claim arising out of or relating to this Agreement or a breach there shall be settled by mediation and a resolution of the dispute shall be sought in good faith by both parties.
14. **Notices.** Any notices to be given hereunder by a Party to the other may be affected either by personal delivery in writing, by guaranteed overnight delivery or by electronic mail. Mailed notices shall be addressed to the Parties at the addresses appearing at the end of this Agreement, but each Party may change the address upon written notice in accordance with this Section. Notices delivered personally, by mail, by electronic mail or by overnight delivery will be deemed communicated as of the date of actual receipt.
15. **Entire Agreement.** This Agreement constitutes the entire understanding between Consultant and Client with regard to the subject matter of this Agreement and supersedes and terminates all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement and any consultant agreement, referral, or consulting relationship, including any prior consultant agreements entered into by and between Consultant and Client.

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement as of the effective date.

_____ Date: _____

By:
Title:
Address:

_____ Date: _____

By: Zack Space
Title: President, Sunday Creek Horizons
Address: 5 Depot St. Athens, OH 45701



EXHIBIT 1
Scope of Services

Sunday Creek Horizons (SCH) and the Client have agreed to the following scope of services for Project Management, Economic Development, and Legislative Advocacy. These services will be managed by various staff members and divisions within SCH.

I. Project

Management

A. Management and Administration of City Grant-Funded Projects

1. Scope of Responsibility

- a) SCH will continue to serve as the City of Athens' designated representative and liaison with granting agencies for projects specified by the City administration. SCH will ensure grant compliance by collaborating closely with City staff and integrating seamlessly with the City's financial systems. Responsibilities include tracking appropriations and fund balances, preparing payment vouchers, and maintaining comprehensive knowledge of payment methods.

2. Project(s)

a) At Work In Appalachia (Armory) Project

- (1) Management of the At Work In Appalachia project, including working alongside city staff with tracking appropriations, fund balances, the preparation of vouchers for payment, filing by city staff, and full familiarity with payment methods.
- (2) Grant Management and Reporting associated with the Appalachian Regional Commission grant for equipment at the Athens Armory.
- (3) Reporting for the Vibrant Communities Grant associated with the Athens Armory project.

b) American Rescue Plan Act (ARPA) Funds

- (1) Tracking and reporting the use of ARPA funds, ensuring full compliance with federal requirements.

3. Future Considerations

- a) SCH's Planning & Project Funding Division will manage the projects listed above; however, this portfolio may evolve and expand as the City administration identifies new projects over time.

B. Americans with Disabilities Act (ADA) Transition Plan Completion

1. Scope of Responsibility

- a) SCH will continue services needed for completing and publishing the City's ADA Transition Plan, in tandem with the Deputy Service-Safety Director (facilities), City Planner, and the Engineering & Public Works Department. While considerable progress was achieved by the former staff, the plan remained unfinished following their departure. It was determined in 2025 that the previously completed work may need to be reassessed due to circumstances outside the City's

control. SCH will conduct site visits, evaluations, proofreading, reviews for completion, compilation, publishing, and publicizing of the plan.

2. Project(s)

a) ADA Transition Plan

(1) SCH will continue to lead the completion of the ADA Transition Plan following a comprehensive review for accuracy, compliance, and alignment with legal and operational standards. While considerable progress was achieved by the former staff members, it was determined in 2025 that the previously completed work may need to be reassessed due to time limits and circumstances outside the City's control.

(2) SCH will continue to conduct site visits, evaluations, proofreading, reviews for completion, compilation, publishing, and publicizing of the plan. Upon completion, SCH will manage both the publication and public distribution, coordinating with City departments to ensure accessibility across appropriate channels. Throughout, SCH will adhere to the guidelines and standards of the ADA Title II Primer, meeting all legal and procedural requirements. SCH will ensure that the ADA Transition Plan functions as a dynamic, evolving document, allowing for timely updates in response to new information or regulatory changes.

C. Community and Economic Development Project Management & Support

1. Scope of Responsibilities

a) SCH will work closely with City leadership to support their goals for community and economic development. SCH will provide targeted assistance as needed to inform, guide, or support City leadership with projects of importance as they are identified. SCH will provide research, memo-drafting, and project-oriented consulting services to the City in a manner both proactive and reactive to the City's needs. This scope is intended to encompass a broad range of deliverables and will enable the City to lean on SCH's internal capacity and experience to advance projects. This project support will also overlap with the advocacy portion of SCH's scope of work, as SCH will implement advocacy strategies as needed to drive project success. SCH will also identify infrastructure needs and match them up with appropriate state and federal tax incentives or credits, grants, and other incentive programs to complete the project or complete the necessary pre-development work.

2. Project(s)

a) Construction of ALCO Boat Ramp

b) Deployment of FY26-27 State Budget Earmark

c) Farmer's Market Pavilion

(1) Strategize and pursue funding to support development of a market pavilion(s) that strengthen the farmers market and complements other recreational and economic development uses. This includes evaluating potential concepts, identifying and aligning eligible grant and incentive programs, preparing or

supporting funding applications, and coordinating with key partners to position the pavilion(s) for implementation.

3. Future Considerations

- a) SCH's Planning & Project Funding Division will manage the projects listed above; however, this portfolio may evolve and expand as the City administration identifies new projects over time.

II. Legislative Advocacy

1. Scope of Responsibility

- a) SCH will actively represent the City of Athens and its initiatives by engaging with state and federal agencies, advocating for support and resources that align with the City's priorities. This effort includes direct outreach to elected officials and their teams to communicate the City's objectives and secure strategic support. SCH will build on established relationships and forge new connections with agency leaders to secure grant funding and project backing for key initiatives identified by the City administration. Through these efforts, SCH aims to ensure Athens' needs are prioritized and that essential resources are allocated to support its growth and future development.

2. Projects:

- a) Pursue USACE authorization and federal funding for a General Investigation/feasibility study for the Hocking River.
 - (1) SCH will lead federal legislative advocacy on behalf of the City of Athens to secure U.S. Army Corps of Engineers authorization and federal funding to initiate a General Investigation/feasibility study for the Hocking River. SCH will prepare the City's advocacy materials, coordinate engagement with the congressional delegation and relevant federal partners, and pursue applicable authorization and appropriations pathways, including potential Congressionally Directed Spending opportunities. This effort will emphasize life-safety needs and support the City in clarifying project eligibility relative to existing USACE authorities and requirements.
- b) Potential Residential Development
 - (1) Consulting regarding the potential of housing on undeveloped land owned throughout the City. SCH will lead outreach and advocacy with potential land owners/representatives to determine feasibility and willingness to convey, partner, or otherwise advance redevelopment, and will coordinate with the City to evaluate constraints & opportunities.

III. Terms

1. This Agreement shall commence on January 1, 2026, and continue for twelve (12) months. Each Party shall maintain the unilateral right to terminate this Agreement for any reason upon furnishing the other with thirty (30) days' written notice.
2. SCH will earn compensation in the amount of \$10,000 per month for the above scope of services.

0-31-26

Introduced by Beth Clodfelter, Chair
Transportation Committee

AN ORDINANCE AMENDING ORDINANCE 16-26; AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO CLOSE STREETS IN THE UPTOWN AREA FOR 2026 SPECIAL EVENTS; AND TO CHANGE REQUESTED DATES OR CANCEL THE EVENTS, AS NECESSARY.

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

SECTION I: Section I A. of Ordinance 16-26 is hereby amended to read as follows:

Section I:

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

- International Street Fair, April 11, Union Street from Court to University Terrace
- Community Safety Event, April 17, Union Street from Congress to Court
- DORA Opening Event, May 16, Court ~~West State~~ Street from ~~Washington to State~~ ~~State~~ **Congress to Court**
- The Plains Lions Club Cruise-ins, June 6, July 31, and August 28, Court Street from Washington to State
- Pride Street Fair, June 6, Union Street from Congress to Court
- Back to the Bricks, June 9, Court Street from State to Carpenter
- Boogie on the Bricks, June 13, Court Street from Washington to State
- Fourth of July Celebration, July 4, Court Street from Washington to Carpenter
- Ohio Brew Week, First Call, July 10, Court Street from Washington to State
- Ohio Brew Week, Last Call, July 18, Court Street from Washington to Carpenter
- Athens Community Arts & Music Festival, August 1, Union Street from Congress to Court
- Bounty on the Bricks, August 8, Court Street from Union to Washington
- Halloween Block Party, October 31, Court Street from Washington to Carpenter

- International King Midget Jamboree Cruise In, August 7, Court Street from Union to Washington

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-32-26

Introduced by Beth Clodfelter, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL (SOPEC) TO RECEIVE ELECTRIC VEHICLE CHARGING STATIONS AND AUTHORIZE THEIR INSTALLATION ON PUBLIC PROPERTY.

WHEREAS, the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) (“SOPEC”) exists to serve its members; and

WHEREAS, on June 13, 2023, SOPEC applied for a grant from the United States Department of Transportation Charging and Fueling Infrastructure Discretionary Grant Program (CFI Program), which funds projects to strategically deploy publicly accessible electric vehicle charging and alternative fueling infrastructure in urban and rural areas and along designated Alternative Fuel Corridors (AFCs); and

WHEREAS, SOPEC submitted applications to both the Community Program and the Corridor Program to support EV infrastructure development in Southeast and Southwest Ohio; and

WHEREAS, SOPEC was awarded funding pursuant to the Responsive Interregional Deployment of Electrification Solutions (RIDES) grant, Award Numbers 693JJ32440379 and 693JJ32540091, for the deployment of Electric Vehicle (EV) chargers in urban and rural community areas, as well as along designated AFCs, to support the development and usage of sustainable methods of transportation; and

WHEREAS, SOPEC has identified the real property located at the Athens City Parking Garage (13 E. Washington St.), Parking Spaces along Armory Street (1 Armory St.), and the parking lot at the Athens Fire Department Headquarters (120 E. Stimson Ave.), in the City of Athens, Ohio as potential locations for the deployment and operation of EV chargers pursuant to the terms of the RIDES grant and any other agreements as between the City of Athens and SOPEC for the operation and maintenance of the charger(s); and

WHEREAS, Athens City Council wishes to authorize the acceptance of the EV chargers for installation and operation at said locations; and

WHEREAS, in the event the proposed Sites identified are rejected or otherwise deemed unsuitable for the installation of the EV chargers, the Council hereby grants authorization to the Service Safety Director to identify and assess up to three (3) mutually agreed upon alternate locations to serve as the Sites for the deployment and operation of the EV chargers provided the Sites satisfy the project requirements, terms of the RIDES grant, and any other agreements as between the City and SOPEC for the operation and maintenance of the EV charger(s).

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

SECTION I: Athens City Council hereby authorizes the real property located at the Athens City Parking Garage (13 E. Washington St.), Parking Spaces along Armory Street (1 Armory St.), and the parking lot at the Athens Fire Department Headquarters (120 E. Stimson Ave.) as appropriate and acceptable locations for the installation and deployment of EV chargers pursuant to the RIDES grant program and any other agreement as between SOPEC and the City of Athens for the operation and maintenance of said charger(s).

In the event any of the real properties are rejected or otherwise deemed unsuitable for the installation of the EV charger or chargers planned or designated for the Site, Athens City Council hereby grants authorization to the Service Safety Director for the identification and assessment of up to three (3) mutually agreed upon alternate locations to serve as the Sites for the deployment and operation of the EV chargers provided the Site(s) satisfy the project requirements, terms of the RIDES grant, and any other agreements as between the City and SOPEC for the operation and maintenance of the EV charger(s).

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-33-26

Introduced by Jessica Thomas, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2026 APPROPRIATION ORDINANCE 120-25 TO RECONCILE FEDERAL AND STATE PASS-THROUGH PAYMENTS.

WHEREAS, the 2025 city fiscal year closed without being able to fully reconcile federal and state pass-through payments in the Small Cities ODOT Fund, and the TIF Fund for project numbers 357, 358, 365, 366, and 367 due to lag in contractor billing, state agency processing, and city document review and processing, and

WHEREAS, being only pass-through funds, they cannot be encumbered so the appropriations died at the end of the city 2025 fiscal year, and

WHEREAS, the administration estimated the 2026 amount for Fund 589 appropriations to be \$7,000,000 and Fund 590 appropriations to be \$0, which is lower than needed and should be \$11.3 million and \$400,000, respectively, to correctly account for the federal and state pass-through expenditures; and

WHEREAS, the authorized expenditures for said projects will remain the same;

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

SECTION I: The 2026 Appropriation Ordinance 120-25 is hereby amended by appropriating from the unappropriated balance the following sums:

Four Million Three Hundred Thousand Dollars (\$4,300,000.00) to Small Cities ODOT Fund, 589, T.C. 500, to account for federal and state pass-through expenditures; and

Four Hundred Thousand Dollars (\$400,000.00) to OPWC Fund, 590, T.C. 500, to account for federal and state pass-through expenditures, and increasing the total appropriations by said amounts.

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

0-34-26

Introduced by the Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 121-25; AUTHORIZING 2026 STAFFING LEVELS.

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

SECTION I: The authorized Staffing Levels authorized by Ordinance 121-25 are hereby amended to delete the position of Environmental Coordinator, a copy of which is attached hereto and incorporated herein by reference.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

2026 FUND	DEPARTMENT	POSITION	F.T.E.
740.635 Water	Maintenance	Maint Tech/Trainee/Laborer	5
740.635 Water	Maintenance	Labor Supervisor	1
740.636 Water	Administration	Deputy Service-Safety Dir.	0.1
740.636 Water	Administration	Account Admin. I (Util. Bill.)	0.35
740.636 Water	Administration	Account Admin. II (Util. Bill.)	0.35
740.636 Water	Administration	City Engineer/Dir. of Public Works	0.35
740.636 Water	Administration	Asst. City Engineer	0.35
740.636 Water	Administration	Project Assistant	0.35
740.636 Water	Administration	Administrative Coordinator	0.35
740.636 Water	Administration	Asst. Dir. Of Public Works	0.35
740.637 Water	Administration	Meter Reader	1
740.637 Water	Treatment Plant	Project Inspector	0.35
740.637 Water	Treatment Plant	Lab Technician	1
740.637 Water	Treatment Plant	Oper/PI Mech/Relief Oper/PI Mech	8
740.637 Water	Treatment Plant	Master Mechanic	1
740.637 Water	Treatment Plant	Plant Manager	1
740.637 Water	Treatment Plant	Environmental-Coordinator	0.25
750.635 Sewer	Maintenance	Maint Tech/Trainee/Laborer	5
750.635 Sewer	Maintenance	Labor Supervisor	1
750.636 Sewer	Administration	Administrative Coordinator	0.35
750.636 Sewer	Administration	Deputy Service-Safety Dir.	0.1
750.636 Sewer	Administration	Account Admin. I (Util. Bill.)	0.35
750.636 Sewer	Administration	Account Admin. II (Util. Bill.)	0.35
750.636 Sewer	Administration	City Engineer/Dir. of Public Works	0.35
750.636 Sewer	Administration	Asst. Dir. Of Public Works	0.35
750.636 Sewer	Administration	Project Assistant	0.35
750.636 Sewer	Administration	Meter Reader	1
750.637 Sewer	Treatment Plant	Project Inspector	0.3
750.637 Sewer	Treatment Plant	Lab Technician	1
750.637 Sewer	Treatment Plant	Oper/PI Mech/Relief Oper/PI Mech	7
750.637 Sewer	Treatment Plant	Master Mechanic	1
750.637 Sewer	Treatment Plant	Plant Manager	1
750.637 Sewer	Treatment Plant	Environmental-Coordinator	0.25
755.637 Storm-Sewer	Maintenance	Environmental-Coordinator	0.5

0-35-26

Introduced by Jessica Thomas, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2026 APPROPRIATION ORDINANCE 120-25.

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

SECTION I: The 2026 Appropriation Ordinance 120-25 is hereby amended by appropriating from the unappropriated balance the following sum:

Eight Thousand Five Hundred Dollars (\$8,500.00) to General Fund, Fire, 101.208, T.C. 500, for a thermal imaging equipment grant, and increasing the total appropriations by said amount.

SECTION II: The 2026 Appropriation Ordinance 120-25 is further amended by decreasing and increasing the following funds by said amounts:

decrease Water Fund, Plant, 740.637, T.C. 100, personnel, by Twenty-Five Thousand Dollars (\$25,000.00), and increase Water Fund, Maintenance, 740.635, T.C. 300, professional services, by same amount;

decrease Sewer Fund, Plant, 750.637, T.C. 100, personnel, by Twenty-Five Thousand Dollars (\$25,000.00), and increase Sewer Fund, Maintenance, 750.635, T.C. 300, professional services, by the same amount; and

decrease Storm Sewer, Plant, 755.637, T.C. 100, personnel, by Twenty-Five Thousand Dollars (\$25,000.00) and increase T.C. 300, professional services, by same amount, and decreasing and increasing the total appropriations by said amounts.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-36-26

Introduced by Jessica Thomas, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE CREATION OF THE ATHENS
MULTIPURPOSE PAVILION FUND; AND DECLARING AN EMERGENCY.

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

SECTION I: The Auditor is hereby authorized to create Athens Multipurpose Pavilion Fund, 908, to accept grants and donations for the Athens Multipurpose Pavilion to house the Farmers Market to be constructed at the Community Center.

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 maintain fiscal integrity, 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

0-37-26

Introduced by Jessica Thomas, Chair
Finance & Personnel Committee

AN ORDINANCE APPROVING A THEN-AND-NOW CERTIFICATE FOR PAYMENT;
AND DECLARING AN EMERGENCY.

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

SECTION I: An Ordinance authorizing the following Then-and-Now Certificate
for payment:

Online Solutions in the amount of \$25,200, for Citizen Service software.

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 maintain fiscal integrity, 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

0-38-26

Introduced by Paul Isherwood, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE PURCHASE OF A REPLACEMENT DUMP TRUCK FOR THE SEWER DEPARTMENT; AND DISPOSAL OF THE CURRENT DUMP TRUCK.

WHEREAS, this equipment can be purchased through State bid pricing, therefore competitive bidding is not required;

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

SECTION I: The Service-Safety Director is hereby authorized to expend up to Ninety-Five Thousand Dollars (\$95,000.00) from Sewer Fund, Maintenance, 750.635, T.C. 500, for the purchase of a replacement dump truck.

SECTION II: Athens City Council hereby declares the following vehicle no longer needed for a municipal purpose:

<u>VEHICLE</u>	<u>SERIAL/VIN #</u>	<u>FIXED ASSET#</u>
2007 Ford Dump Truck	1FDAF57R88EA37022	850256

SECTION III: The above-listed vehicle has reached its useful life and is hereby authorized for disposal via trade-in on the replacement dump truck, auction, or scrap.

SECTION IV: 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

0-39-26

Introduced by Paul Isherwood, 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, 2026, through April 30, 2027, 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 _____, 2026, 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 :

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).

3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein.

4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, contagious or infectious disease, mental illness, illness or injury that has not been treated prior to entry into 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.
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 within thirty (30) days of the date of the statement.
15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into on behalf of the _____ pursuant to Ordinance _____ passed _____, 2026.

Any alteration of contract shall result in the contract being null and void.

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.

Mayor

Witness

Chief of Police

Washington County Commissioners

Charlie Schilling, President

Ben Cowdery, Clerk

Eddie Place, Vice President

Greg Nohe

Approved as to form

Mark Warden, Sheriff

Nicole Coil, Prosecuting Attorney

R-05-26

Introduced by Alan Swank, Chair
Planning & Development Committee

A RESOLUTION REAPPOINTING TWO MEMBERS OF THE BOARD OF TRUSTEES OF THE RIDGES NEW COMMUNITY AUTHORITY.

WHEREAS, in accordance with the method of selection prescribed in Ordinance 77-23 and pursuant to R.C. 349.04;

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

SECTION I: Athens City Council does hereby reappoint James Kaufmann and Randy Gonzalez to the Board of Trustees of the New Community Authority. The City Council appointments and terms for each position are indicated below:

James Kaufmann	Citizen Member	06-15-26 – 06-14-2028
Randy Gonzalez	Citizen Member	06-15-26 – 06-14-2028
Christine Knisely	Citizen Member	06-15-25 – 06-14-2027
Andrew Stone	Local Government	06-15-25 – 06-14-2027

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