



AGENDA
ATHENS CITY COUNCIL
MONDAY, MAY 4, 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 April 20, 2026

Communications

Reports and Communications from Other Elected Officials

Ordinances for Third 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

0-31-26

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

0-38-26

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

0-39-26

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

Introduced by Council Member Isherwood

Ordinances for Second Reading:

0-40-26

AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE APPLICATION AND ENTER INTO A PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES.

Introduced by Council Member Wood

0-42-26

AN ORDINANCE AMENDING THE 2026 APPROPRIATION ORDINANCE 120-25.

Introduced by Council Member Thomas

Ordinance for First Reading:

0-44-26

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 3, ADMINISTRATIVE PROVISIONS, SECTION 3.07.50, ESTABLISHMENT OF THE ATHENS MUNICIPAL ARTS

COMMISSION.

Introduced by Council Member Isherwood

Announcements & Other Business

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

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.

0-29-26

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~~ ~~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

0-38-26

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

0-40-26

Introduced by Michael Wood, Member
City & Safety Services Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE APPLICATION AND ENTER INTO A PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES.

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes through the State of Ohio NatureWorks Program; and

WHEREAS, the City of Athens desires financial assistance under the NatureWorks Program;

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

SECTION I: The Mayor is hereby authorized to file an application and, if awarded, enter into an agreement with the Ohio Department of Natural Resources for the purpose of acquiring funds through the State of Ohio NatureWorks Program.

SECTION II: The City does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the NatureWorks Program.

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

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-42-26

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 sums:

Sixty-Five Thousand Dollars (\$65,000.00) to General Fund, Police, 101.207, T.C. 500, to replace voice logger and radio equipment;

Three Hundred Thirteen Thousand Nine Hundred Ninety-One and 33/100 Dollars (\$313,991.33) to Street Fund, 220, T.C. 500, for the Public Safety Training Facility Project, Project #373;

One Hundred Thousand Six Hundred Sixty-Two and 40/100 Dollars (\$100,662.40) to Water Fund, 740, T.C. 500, for Project #373; and

Ninety-Three Thousand Two Hundred Five and 92/100 Dollars (\$93,205.92) to Sewer Fund, 750, T.C. 500, for Project #373, 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

0-44-26

Introduced by Paul Isherwood, Chair
City & Safety Services Committee

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 3, ADMINISTRATIVE PROVISIONS, SECTION 3.07.50, ESTABLISHMENT OF THE ATHENS MUNICIPAL ARTS COMMISSION.

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

SECTION I: Athens City Code, Title 3, Administrative Provisions, Section 3.07.50 (A), Establishment of the Athens Municipal Arts Commission, is hereby amended to read as follows:

3.07.50. - Establishment of the Athens Municipal Arts Commission.

(A) There is hereby created and established the Athens municipal arts commission consisting of the mayor or their designee, a member of city council, and ~~seven~~ **nine** members of whom shall be appointed by the mayor with the advice and consent of the city council. ~~Four~~ **Five** members of the commission shall be electors of the city, and ~~three~~ **four** members may reside outside the corporate limits-, **but within Athens County**.

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