

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, with Lenny Eliason presiding, Chris Chmiel and Charlie Adkins in attendance.

Agenda

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following agenda:

Athens County Board of County Commissioners
Meeting Agenda for Tuesday, February 27, 2024 Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes February 15

Approve Appropriations, Transfers, New Line Items Requests/Changes & Bills

Fund to Fund Transfer Beacon School \$1,000,000.00 From 401-3401-580100 Transfers out to 404-2404-422101 Transfers In

- 9:30 DJFS Dir Jean Demosky - weekly updates
- 9:35 Dinsmore & Shohl - Joshua Grossman- Zoom (EMS Resolution)
- 9:45 Rising Appalachia - Weston Lombard, Molly Jo Stanley
- 10:00 Amy Lipka - Age Friendly Update
- 10:15 Nate Thomson - Athens Photographic Project
- 10:30 Laura Olbers, Planner - Chauncey Bikeway Expansion
- 10:45 Ben Ziff and Carolyn Conley- HAPCAP
- 11:30 LUNCH
- 1:00 Rich Kasler and Gary Silcott

Agenda Items

- Assigned Counsel Report from Auditors Office
- Sheriff Surplus Form
- America 250 OH Resolution
- ARC Grant Agreement (ratify Lenny's Signature)
- Amesville Senior Levy Request
- EMS Bond
- Bamboo HR
- Surplus Title Office
- Sheriff Subgrant Award Agreement (JAG)
- Victim Assistance Program
- Justice Assistance Program
- FOJ, LETF and MDF
- Athens County Convention & Visitors Bureau

add

Amended Certificate

~TRAVEL

- WIOA Joe Frazier; OJFSDA Conference, Columbus OH; May 9-10
- JoAnn Rockhold & Alison Pierson- 720 State Route 97 W Bellville, Ohio- March 22, 2024

ADJOURNMENT

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Minutes

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the minutes from February 15, 2024.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Appropriations, Transfers, New Line Items Requests/Changes & Bills

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes including the Fund to Fund Transfer Beacon School of \$1,000,000.00 from 401.3401.580100 Transfers Out to 404.2404.422101 Transfers In and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - from: February 20, 2024 to: February 27, 2024 and the bills are hereby the same and authorize the County Auditor to issue warrants on the County Treasurer for payment in the same. Complete list of bills maintained in the Auditor's Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

DJFS Dir Jean Demosky - Weekly Updates

Healthy Aging Grant Money Updates
 Back to School Bash 07/31/2024 at Nelsonville Location of DJFS, starts at 10:00 for Students
 Applications are out - due 04/19/2024
 Planning Non-Registered Donations - Student Event
 \$45,825.69 Internet/Digital Literacy Portion
 Investigating Cell Signal Booster Antennas for Senior Centers
 Mobile Career Center Event Programming
 Hotspots/Tablets

DJFS Dir Jean Demosky - Athens County Clerk of Courts Contract

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following contract for Athens County Clerk of Courts as requested by Dir. Jean Demosky:
 Total \$ Value: \$177,391.44
 Contract Period: 01/01/24 - 12/31/24
 Complete contract on file in the Commissioners Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

DJFS Dir. Jean Demosky - Athens County Common Pleas Court Juvenile Division

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following contract for Athens County Common Pleas Court Juvenile Division as requested by Dir. Jean Demosky:
 Total \$ Value: \$127,221.07
 Contract Period: 01/01/2024 - 12/31/2024
 Complete Contract on file in the Commissioner Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

DJFS Dir. Jean Demosky - Surplus

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following items for Surplus to Redistribute of Destroy as requested by Dir Jean Demosky:

Property Description:	Model #:	Serial #:
Cloth black office chair with arms		6681
Cloth blue office chair with arms		No Tag #
Cloth blue office chair with arms		6229
Cloth gray office chair		3391
Cloth blue office chair with arms		No Tag #
Cloth maroon chair with arms		6121
Cloth blue customer chair		3794
Cloth blue customer chair		5530
Cloth blue customer chair		5030
Asus Quie Track 52X Max Intel Celeron 1		
Dell OptiPlex 3020 Desktop Computer		
LG Ultra Desktop Computer		
Dell 27" Monitor		
HP 22" Monitor Display Port		
HP ProOne 400 G2 20" All In One Computer		
Dell 19" Monitor		
Asus 19" Monitor		
Dell 22" Monitor VGA - Display Port (3)		
Dell 24" Monitor VGA - Display Port (3)		
Dell 24" Monitor HDMI - VGA - Display Port (2)		
LexMark MS811dn Dual-tray (3)		
LexMark MS4115dn single tray (2)		
Brother Business Smart Pro Series MFC-J6935DW Printer		
HP LaserJet 4200n Printer Cartridges		
Dell PowerEdge SC440 Intel Pentium Dual-Core		
Emerson TV 34" 60Hz 30in TV HDMI VGA		

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

DJFS Final Year Contract

Dir. Jean Demosky is asking that the employees new 3% pay rate start at the beginning of the pay period instead of March 1. Commissioner Adkins wants an agreement with the union on this.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the 3 % pay increase for the beginning of this pay period instead of March 1 as requested by Dir. Jean Demosky.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

DJFS New Hire

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following new hire as requested by Dir. Demosky:

Angie Canter as an Accountant 2 with a pay rate of \$22.31 per hour and a starting date of March 11, 2024

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Dinsmore & Shohl - Joshua Grossman - Zoom (EMS Resolution)

Joshua Grossman stated that Hocking Valley Bank is to purchase debt from the County with a pre payment of 9 months in the amount of \$500,000.00

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize issuance of \$500,000.00 of tax anticipation notes as described by Joshua Grossman from Dinsmore & Shohl.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve Agreement with Dinsmore & Shohl to act as our attorney in this case & representative for this financing.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the general certificate as outlined in the documents for the offering.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the signature of Litigation Certificate as presented by the County Prosecutor.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the Actual Tax Anticipation Note.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Rising Appalachia - Weston Lombard & Molly Jo Stanley

Weston Lombard stated that they received \$317,000.00 from US Forrest Funding and that they needed to plant 800 trees in the County. Commissioner Eliason doesn't have a problem with planting in the area near the Dog Shelter and the Park on 550, he wants them to contact Jeff Gabriel and Laura Olbers and get a plan for those areas. Other areas that might need trees are in front of the Courthouse but that would need to go through the City for approval, possibly the Ferndale Park also. Weston Lombard and Molly Jo Stanley will meet with Maintenance Supervisor Jeff Gabriel and Planner Laura Olbers to get a plan started with areas to plant trees.

Amy Lipka - Age Friendly Update

Strategic Goals for Age-Friendly Athens County

- Enable people to stay in their own community as they age.
- Enhance the accessibility and usability of transportation services in Athens County for all ages and abilities.
- Foster a supportive and interconnected community that provides essential health and community services to enhance the well-being of older adults.
- Actively participate in the Global Network for Age-Friendly Cities and Communities.
- Promote active engagement and collaboration with community organizations that serve older adults.

Nate Thomson - Athens Photographic Project

Dear Athens County Commissioners,

Thank you in advance for considering this proposal to utilize \$45,852.69 of your 2024 Ohio Department of Aging (ODA) Healthy Aging Grant to develop and implement a digital literacy project serving Athens County seniors (60+) who are in need of additional community supports in order to enhance their quality of life and improve their social determinants of health.

This digital literacy initiative will be facilitated by the Athens Photographic Project (APP), in partnership with established Athens County senior service provides, and will utilize evidence-informed practices outlined in Ohio's 2023-2026 State Plan on Aging.

Founded in 2020, APP is a community of artists dedicated to using photography as a tool for self-expression, personal growth, and social

change within the journey of mental health recovery. APP provides photography classes, exhibitions, and workforce development opportunities for Southeast Ohio residents living with a mental health or substance use disorder. APP supports individuals facing barriers of isolation and stigma in order that they may improve their community engagement and quality of life.

Project Title: Improving Digital Literacy for Athens County Seniors

Project summary: APP will provide photography workshops that support digital literacy skill building for seniors. Photography-based activities and take-home assignments will be used as tools to engage and motivate seniors as they learn how to use mobile devices (phones and tablets) to improve social connectedness and community engagement.

Photography workshops will be offered at accessible sites throughout Athens County and will include planning and coordination with established senior service providers, such as Age-Friendly Athens County and United Seniors of Athens County, to ensure those most in need have access to this program. APP and partners will engage in planning to determine a workshop theme (e.g. Athens History, Landscapes, Portraits) that will be incorporated into the digital literacy and photography curricula. This project will culminate with a public display of photographs created by seniors that demonstrate their digital literacy skill building and foster greater civic engagement. This project will be led by APP Artists and Staff and workshop participation will NOT be based on a mental health/SUD referral. APP will partner with Athens County resource assistance organizations, such as HAPCAP, to provide access to digital equipment and Individual Digital Navigation referrals as needed.

2024 Project Time line, Weekly Digital Literacy Learning Objectives, & Project Budget on back of page 88.

Commissioner Eliason would like to wait until he gets more information from DJFS Dir. Jean Demosky on the cell signal booster antennas before he moves forward with awarding the money for Digital Literacy.

Laura Olbers, Planner - Chauncey Bikeway Expansion

Table until next week

Ferndale Park

Tara Meeks had asked about an extension and TL Warren said that an extension didn't need to be done just start working on the issues. Commissioner Adkins wants to make sure everything is permitted at Ferndale Park so there are No issues. Jimmy Meeks also asked about putting a gate back up, Maintenance Supervisor Jeff Gabriel will check on getting a gate. Electric was also asked about and Jeff Gabriel will turn that back on.

Ben Ziff & Carolyn Conley - HAPCAP

Carolyn Conley wanted to introduce the new mobility manager Ben Ziff and Paige Gates and also ask for the local match of \$7,500.00 for the continued support of the Mobility Program.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the \$7,500.00 local match for the Mobility Position for the transportation.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

HAPCAP - Carolyn Conley - Update

HAPCAP received \$90,000.00 from ODOT for Transportation Development Plan to work with Nelson/Nygaard to evaluate how HAPCAP can do things better for the future on transportation. HAPCAP would also like community feedback and will be sending out forms. Another thing Carolyn applied for a grant for a route to Trimble Twp. Funding for 1 year plus an additional bus and provide the local match for the next year.

Assigned Counsel Report from Auditor's Office for Public Defender Reimbursements

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to acknowledge receipt of the Office of the Ohio Public Defender Monthly Assigned Counsel Summary Report, dated February 28, 2024 prepared by Jill Davidson, Athens County Auditor to be submitted to the Ohio Public Defenders Office for reimbursement as follows:

Felony Certifications	28
Amount Submitted	\$33,957.66
Misdemeanor Certifications	4
All Other Certifications	\$2,160.00
Juvenile Certifications	76
Amount Submitted	\$59,949.42
Total Certifications	108
Total Amount Submitted	\$96,067.08

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Sheriff Surplus Form (CourtHouse Security)

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to declare the following surplus and destroy as marked for the CourtHouse Security Sheriff's Office:

Property Description	Model #	Serial #
58 Cameras (IP Cameras)		
14 Monitors HP, Dell		
1 Electrical Box		



ATHENS
P H O T O
P R O J E C T

740.818.8624 (c)
434 W. Union St., Athens, OH 45701
athensphotoproject@gmail.com
www.athensphotoproject.org

2024 Project Timeline:

March	April	May	June	July	August	September
Project planning & coordination with senior service providers	Project outreach, promotion, registration, and digital equipment needs-assessment, and gather IT literacy & experience	Session #1 Begins: 6-week, May 20 – June 28	Session #1 Complete: 6-week, May 20 – June 28	Session #2 Begins: 6-week, July 8 – August 16	Session #2 Complete: 6-week, July 8 – August 16	Photo exhibit preparation, promotion, and display representing a minimum of 40 senior participants
Curriculum theme completed with partner input	Resource Coordination	4 groups offered per week at different venues + individual support, serving a minimum of 20	4 groups offered per week at different venues + individual support, serving a minimum of 20	4 groups offered per week at different venues + individual support, serving a minimum of 20	4 groups offered per week at different venues + individual support, serving a minimum of 20	

Weekly Digital Literacy Learning Objectives:

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Exhibit
Intro to Photography as a tool for Digital Literacy and Project Theme	Developing photo skills using mobile phone camera	Intro to online research using Project Theme to search for content.	Intro to Non-camera mobile phone essentials: Maps and Voice Control (and other requested content)	Intro to connecting to social media apps	Intro to Photo editing app	Celebrate success!
Intro to using camera feature on mobile phone and accessing images	Learning how to share photos through email, messages, and image transfer	Intro to online safety and information sources	Contribute to Themed Project's social media pages	Contribute to Themed Project's social media pages	Select photo for community exhibit and send using multiple platforms (email, social media app, and message)	Meet other Participants And community at exhibit Reception
Photo assignment	Photo assignment and review	Research assignment and review photo assignment	Photo assignment and review assignment	Review online safety and information sources	Write statement for exhibit	Contribute To Themed Project



ATHENS
P H O T O
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740.818.8624 (c)
434 W. Union St., Athens, OH 45701
athensphotoproject@gmail.com
www.athensphotoproject.org

Project Budget:

Personnel	Partner Consulting Honorarium	Equipment	Supplies	Travel	Indirect	Total
	\$5,000	\$3500	\$5,500	\$2,500	\$4,585.20	\$45,852.69
Executive Director (.15FTE), Education Director/Lead Facilitator (.40FTE), Teaching Team Members/Co-Facilitators (x2), and graphic designer	\$1000 each for 5 agencies	Project Laptop and supplies, participant equipment needs not furnished by partners	Photo printing and class handouts, mobile photo and editing software apps for participants, exhibition supplies and promotion	Need-based gas cards for seniors, staff mileage (65.5 cents per mile) in Athens County	10% indirect administrative overhead	

Thank you for your consideration, and please contact me with any questions.

Sincerely,

Nate Thomson
Executive Director

- 1 Power Surge Protector
- 3 DVR Players
- 1 Tower
- 2 Speaker
- 1 HP Printer

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

America 250 OH Resolution

Tabled

ARC Grant Agreement (Ratify Lenny's Signature)

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to ratify Commissioner Eliason's signature on the ARC Grant Agreement as follows:

Grant Agreement between Appalachian Regional Commission & Athens County Commissioners

ARC Contract Number: OH-20536-A-24
Project Title: Amesville Ohio Broadband Project

Grantee: Athens County Commissioners
15 South Court Street
Athens, OH 45701
ARC Project Coordinator: Chad Parker

Grantee's EIN: 31-6400063
Project Director: Lenny Eliason
Telephone Number: 740-592-3219

Grantee's Email: leliason@athensoh.org Email: cparker@arc.gov

State Administration/Liaison Officer:
Julia Hinten
614-728-4878
Julia.hinten@development.ohio.gov

Part I - Special Provisions

1. Statement of Purpose - Incorporation of Proposal:

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) to provide funding support for broadband access in Amesville, OH in Athens County. The Grantee will contract with a vendor to provide broadband service with speed of at least 100 MBPS downloads and 20 MBPS upload to approximately four community anchor institutions, 16 businesses, and 124 residential properties.

This project shall be carried out in general accord with Grantee's proposal, received at ARC on October 20, 2023. Grantee's proposal is incorporated by this reference as a supplement to Part I. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

2. Order of Precedence:

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines, the Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the Grantee Requirements section of the Community Broadband as a Service (BaaS) Grants guidelines dated May 22, 2023, the attached Grant Administration Manual, and any incorporated Supplements. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

3. Reports:

A progress report for each 120-day period and a final report are required under this agreement (see Part II, Article 4).

4. Consideration and Method of Payment:

A. Total.

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$750,000 of actual, reasonable and eligible project costs. Grantee shall pay, or cause to be paid, the non-ARC share of \$216,320 in cash, contributed services, or in-kind contributions, as approved by ARC. Funds have been returned from RSBA project OH-20536 and transferred to this Broadband as a Service Project.

B. Method.

Progress and advance payments not to exceed 90% of total ARC-approved funds are authorized under this agreement. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive any balance of funds which may be due under this agreement (see Part II, Article 11).

5. Budget:

Costs will be determined in general accord with the budget submitted on 12/6/2023, which is hereby incorporated into this agreement as Supplement B to Part I, subject to the terms of this Grant Agreement and pertinent ARC Code Provisions.

6. Period of Performance:

The Grant period of performance shall be 1/1/2024 through 12/31/2030.

/s/ Stephanie Jones, Assistant General Counsel Date: 2/22/2024
 /s/ Lenny Eliason, President Date: 2/22/2024

Complete copy of the Agreement is in the Commissioner's Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Amesville Senior Levy Request

Commissioner Eliason's concern is that Village Production is not a Senior Organization, this is a community facility not a senior facility. Commissioner Adkins will get with Roxanne Groff to see what percentage the seniors use (events) at the Village Production facility to see if the funding can be approved.

Bamboo HR

Commissioner Eliason would like to have 7 supervisors (JoAnn Rockhold, Rich Kasler, Amber Pyle, Jeff Gabriel, Joe Frazier, Laura Olbers, & Teresa Fouts-Imler). The cost will be \$144.75 per month for 7 employees and a one time setup fee of \$249.00.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize Commissioner Chmiel to work with Nick at Bamboo HR to get the pricing and system set up.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Surplus Title Office

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to declare the following surplus and destroy as requested by Candy Russell:

Property Description	Model #	Serial #
Laminator	Eficentline	WL22110320

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Sheriff Subgrant Award agreement (JAG)

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize Commissioner Eliason to sign the Sheriff Subgrant Award Agreement (JAG) as follows:

Subgrant Award Agreement

Subgrant Number: 2023-JG-A02-6078
 Title: Coordinated Hotspot Response

In accordance with the provisions of the Consolidated Appropriations Act, FY 2005, Public Law 108-447; 118 Stat. 2862, Catalog of Federal Domestic Assistance (CFDA) 16.738 Edward Byrne Memorial Justice Assistance Grant 2023 funded through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with the requirement of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Athens County Commissioners		
Implementing Agency:	Athens County Sheriff's Office		
Award Periods:	01/01/2024 to 12/31/2024		
Closeout Deadline:	03/01/2025		
Award Amounts:	OCJS Funds:	\$16,692.22	75 %
	Cash Match:	\$5,564.08	25 %
	Inkind Match:	\$0.00	
	Project Total:	\$22,256.30	100 %

Complete copy of Agreement is in the Commissioner's Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Victim Assistance Program - VAWA Grant Pre-Award Conditions Packet

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the Victim Assistance Program - VAWA grant pre-award as requested by Prosecutor Blackburn (2023-WF-VA5-8417) period 01/01/2024 - 12/31/2024 amount \$48,815.51.

Full copy is available in the commissioner's office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Justice Assistance Program (JAG)

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the Justice Assistance Program (JAG), this grant is to fund Preventure Programming to the schools for drug and alcohol prevention as requested by Prosecutor Blackburn (2023-JG-B01-6580).

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

FOJ, LETF, and MDF

Commissioner Adkins wants to send letter to the State Auditor's to ask why they audit these funds every year when there are no findings.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize Commissioner Adkins to draft a letter to the State Auditor's concerning the auditing of the FOJ, LETF, and MDF funds.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Travel

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following travel:

WIAO Joe Frazier; OJFSDA Conference, Columbus OH; May 9-10

JoAnn Rockhold & Alison Pierson; CLCCA Meeting Bellville Der Dutchman 720 SR 97 Bellville OH; March 22

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Amended Certificate

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to suspend the rules to add the Amended Certificate to the agenda.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins acknowledging receipt of the Amended Certificate for Athens County, Athens County Commissioners dated February 27, 2024 prepared by Jill Davidson, Athens County Auditor.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

BOE

Commissioner Adkins has some concerns 134 people have voted in the last 40 hrs. and BOE has additional workers (9-10), that is 3.4 people per hour with the budget being tight he believes that BOE doesn't need that many people working. Commissioner Eliason stated that we should have BOE come to the next commissioners meeting.

W&S Supt. Rich Kasler & Gary Silcott- Updates

Radford Road Closure - 1 Crew laying pipe and another crew concreting, should be done with 1 st section to Bittersweet by Thursday. They did run into rock, the slip area they still have not got to.

Elliotsville - still waiting on AEP and the sub-electrical company to complete. Once they get this complete then Supt. Kasler will get letter ready to go out.

W&S Supt. Rich Kasler & Gary Silcott - New Marshfield Sewer Project

DLZ Gary Silcott talked about all the different funding that could go towards the New Marshfield Sewer Project. Gary Silcott will send out a newsletter to the residents and landlords with information on the New Marshfield Sewer Project.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve moving forward with the New Marshfield Sewer Project Design Phase as recommended by DLZ Gary Silcott. New Marshfield Sanitary Sewer Design on page 92 and the back of page 92.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

January 12, 2024

Athens County Commissioners
15 S. Court Street
Athens, OH 45701

RE: Athens County New Marshfield Sanitary Sewer Design

Dear Commissioners

DLZ Ohio, Inc. (DLZ) is pleased to submit this fee proposal for the above referenced project. DLZ's understanding of the Scope of Work is as follows:

SCOPE OF WORK

DLZ will provide design and engineering for the New Marshfield Sanitary Sewer Project, including construction plans, details and general notes for approximately 13,500 LF of 8" gravity sewer, 21,000 LF of 4" force main and appurtenances, prepare bidding documents and prepare for and submit the OEPA PTI. DLZ will also and / or design an Orenco Sand Bioreactor for comparison of regional connection if it determined to be feasible and will meet funding timelines. The scope will also include 20 soil borings along the proposed sewer alignment.

SCHEDULE

The project schedule is anticipated to take 7 months to reach substantial completion with another month for final completion. The total duration of the services is anticipated to be 8 months.

ASSUMPTIONS

1. Client will provide existing files and any related info upon DLZ's request.
2. Client will provide access to existing facilities for onsite evaluation by DLZ as necessary.
3. Client will pay any required permit fees for the project.
4. Contract Administration and Construction Observation will be contracted separately after funding is secured for construction and bidding is complete.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Proposal for Services
Athens County New Marshfield Sanitary Sewer
Design
Page 2 of 3

FEE, SCHEDULE, STANDARD TERMS AND CONDITIONS

DLZ will provide the services outlined herein for a fee not to exceed **Two Hundred Thirty-Four Thousand Nine Hundred and No/100 dollars (\$234,900.00)** and upon receiving a written "Notice to Proceed" in the form of a purchase order referencing this proposal or this proposal agreement signed by an authorized individual from the Athens County Commissioners which subsequently can be faxed, emailed or mailed to our office. The Standard Terms and Conditions enclosed in "Exhibit A" are incorporated here into and made a part of this proposal. The Client referred to in the Standard Terms and Conditions means Athens County Commissioners.

CLOSING

We appreciate and welcome the opportunity to further support the Commissioners with the completion of this project. Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,

DLZ OHIO, INC

Gary D. Silcott Jr., P.E.
Associate Vice President

AGREED AND ACCEPTED ATHENS COUNTY COMMISSIONERS

Lenny Eliason
President

CC: File 2428-45

EXHIBIT A.1

DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoice amount within thirty (30) days from the date of the invoice. In the event of such payment, CLIENT agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is taken to collect the invoice. DLZ will not be responsible for any amount not paid after thirty (30) days from the date of the invoice. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
2. **CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract, district or applicable laws, ordinances, rules, or regulations. DLZ will not be responsible for any deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
3. **CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
4. **SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
5. **MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided, DLZ will be responsible for all third-party fees and charges, including, without limitation, fees and charges for inspections, assessments, soil engineering, zoning or annexation applications, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
6. **CHANGE OF SCOPE:** DLZ's scope of services, in this agreement, is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
8. **REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
9. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
10. **INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate; \$1,000,000 personal/advertising injury aggregate; Automobile Liability: \$1,000,000 combined single limit; Workers Compensation and Disability: in compliance with applicable state laws; Professional Liability: \$1,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
11. **INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
12. **CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
13. **LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliate company, or any contractor of CLIENT, shall be held liable to CLIENT, and any coverage of CLIENT, as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes, including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
14. **DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
15. **STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Services under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
16. **DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
17. **SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
18. **ACCEPTANCE:** Both parties will consider DLZ's initiation of services to constitute their acceptance of CLIENT's formal acceptance of all of the terms and conditions in this agreement.
19. **STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ is not responsible for any delays, claims, losses, expenses or damages or impediment relating to its services, including without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the Ohio EPA Forgiveness.
Resolution No.119-0227

A RESOLUTION AUTHORIZING THE PRESIDENT OF THE ATHENS COUNTY BOARD OF COMMISSIONERS TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT ON BEHALF OF THE COUNTY OF ATHENS, OHIO_ FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF WASTEWATER FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN:

Whereas, the County of Athens seeks to upgrade its existing wastewater facilities; and

Whereas, the County of Athens intends to apply for Water Pollution Control Loan Fund (WPCLF) for the planning, design and or construction of the New Marshfield Gravity Sewer Wastewater facilities; and

Whereas, the Ohio Water Pollution Control Loan Fund (WPCLF) requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; now therefore,

BE IT RESOLVED by the Board of Commissioners of the County of Athens, Ohio:

SECTION 1. That Lenny Eliason, President be and is hereby authorized to apply for a WPCLF loan, sign all documents for and enter into a Water Pollution Control Loan Fund (WPCLF) the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of wastewater facilities on behalf of the County of Athens, Ohio in the area of New Marshfield.

SECTION 2. That the dedicated source of repayment will be user fees.

SECTION 3. That is resolution shall take effect and be in force from and after the earliest period allowed by law.

Signed the 27th of February 2024

/s/ Lenny Eliason, President
/s/ Chris Chmiel
/s/ Charlie Adkins

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Executive Session with Clerk JoAnn Rockhold and Assistant Clerk Alison Pierson

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to go into executive session to discuss employment of a public employee at 1:23.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Regular Session

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to return to regular session at 1:30.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Commissioners New Hire

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the new hire for the Commissioners Office: Kayleigh McClelland with a pay rate of \$20.00 per hour with a start date of March 18, 2024.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Clerk JoAnn Rockhold - Retirement/Rehire

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to accept the letter of retirement from Clerk JoAnn Rockhold, effective the last day of March 2024.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to rehire Clerk JoAnn Rockhold, effective the first day of April 2024 with a pay rate of \$39.34 per hour.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

ORCA Board

Commissioner Eliason is stepping down from the ORCA Board and would like to appoint Commissioner Adkins.

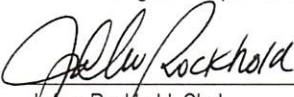
A motion was made by Commissioner Eliason and seconded by Commissioner Chmiel to appoint Commissioner Adkins to sit on the ORCA Board starting today February 27, 2024.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Adjourn

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to adjourn the above meeting.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.



JoAnn Rockhold, Clerk



Alison Pierson, Assistant Clerk



Lenny Eliason, President



Charlie Adkins, Vice-President



Chris Chmiel