

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

Agenda

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

Athens County Board of County Commissioners
Meeting Agenda for Tuesday, March 26, 2024 Convenes at 10:30 a.m.
Approve Agenda
Approve Appropriations, Transfers, New Line Items Requests/Changes & Bills

New Fund and Line Items
Sheriff Grant Projects Receipts HVEO-STEP 213-2213-412595 and HVEP-IDEP 213-2213-412596

- 10:30 W&S Supt Rich Kasler - weekly updates
- 11:00 Mollie Fitzgerald - Enterprise Zone Agreement
- 11:15 Stone Bid Opening - Engineer
- 11:30 Asphalt Bid Opening - Engineer
- 11:45 LUNCH

Agenda Items

- Utility Permits
- W&S Agreement
- Assigned Counsel Report from Auditors Office
- Residential Heating Cooling Change Order
- Regional Planning Appointments
- Prosecuting Attorney Surplus
- Proclamation for Bleeding Disorders Awareness Month
- Domestic Relations Surplus
- Regenerative Economy Visioning Sessions
- Tyler Tech - Amendment
- Letter of Support for OU Airport
- Veterans office Suplus
- EMS Advance
- 2025 Group Retrospective Program Enrollment
- Digital Literacy - Healthy Aging

~TRAVEL

- Sheriff - Crystal Allen; VOCA Conference Columbus, OH; May 12-14
- Melinda Bradford; OAM Spring Conference, Independence OH; April 9-12

ADJOURNMENT

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

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

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason approving the Appropriations, Transfers, New Line Items Requests/Changes including the New Fund and Line Item Sheriff Grant Projects Receipts HVEO-STEP 213.2213.412595 and HVEP-IDEP 213.2213.412596 and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - from: March 19, 2024 to: March 26, 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, Absent.

W&S Supt Rich Kasler - weekly updates

Supt. Rich Kasler stated that Radford Rd is back open work has been completed, just waiting on repaving, 16 & 18 they are boring, few issues with Elliottsville Lift Station with the check values working, letters have been sent out. Supt. Rich Kasler will get a letter written to Mr. Grippa with the information that is needed for the sewer hookup.

Utility Permits

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason approving the following utility permit:

- Permit #: 24-358
- From: Le-Ax Regional Water District
- 6000 Industrial Drive
- Athens, Ohio 45701

We hereby request permission to install utility lines within public right-of-way limits.

Location of work: County Rd 10, Baker Rd
Description of Work: Water
Type of Installation: Underground (buried) Line Crossing Road
Agreed to by: /s/ Lisa Congrove
Athens County Commissioners
/s/ Charlie Adkins (Absent)
/s/ Chris Chmiel
/s/ Lenny Eliason

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

W&S Agreement

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason ratifying Commissioner Eliason's signature of the following W&S Agreement authorizing an agreement as requested by Billie Barrett for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$589.83 with scheduled payment of \$170.00 due 04/30/24, and \$169.83 due on 05/31/2024. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

Assigned Counsel Report from Auditors Office

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

Felony Certifications	9
Amount Submitted	\$23,455.79
Misdemeanor Certifications	5
All Misdemeanor (Traffic) Certifications	\$340.00
All Other Certifications	\$1,410.00
Juvenile Certifications	12
Amount Submitted	\$13,262.50
All (Non-Capital) Appellate Court Certifications	2
Amount Submitted	\$3,387.50
All (Non-Capital) Transcript Certifications	2
Amount Submitted	\$463.60
Total Certifications	30
Total Amount Submitted	\$42,319.39

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

Residential Heating Cooling Change Order

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason approving the Residential Heating Cooling Change Order in the amount of \$2,000.00 to repair and replace duct work in the attic.

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

Regional Planning Appointments

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason to reappoint Warren Jeffers, Steve Pierson, and Gary Goosman to the Regional Planning Commission.

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

Prosecuting Attorney Surplus

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason approving the following Prosecuting Attorney Surplus to destroy all. Regarding the 5 firearms those will be surplus and will be traded in for replacement of the purchase of new firearms. See surplus document on back of page 126.

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

Proclamation for Bleeding Disorders Awareness Month

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason approving the following Proclamation: Proclamation/Declaration of March as Bleeding Disorders Awareness Month

WHEREAS, We, the Board of Athens County Commissioners, Athens County, Ohio, are proud to commemorate March 2024 as Bleeding Disorders Awareness Month in Athens County, Ohio and
WHEREAS, this designation will formalize and expand upon the federal designation 30 years ago of March 1986 as "Hemophilia Awareness

Athens County Commissioners



4 North Athens
Athens, GA 30601-5000
Phone: 706/548-1100
FAX: 706/548-1101
www.athensga.gov

10 North St. Charles
Athens, GA 30601-5000
Phone: 706/548-1100
Fax: 706/548-1101

10 North St. Charles
Athens, GA 30601-5000
Telephone: 706/548-1100
Fax: 706/548-1101

County Property Declared Surplus

Prosecuting Attorney
Department

Property Description	Model #	Serial #
Fujitsu scansnap S1500 scanner	S1500	291430
Fujitsu scansnap ix500	ix500	AoVBC 10184
Fujitsu scansnap S1500 scanner	S1500	312351
Fujitsu scansnap S1500 scanner	S1500	282265
Fujitsu scansnap S1500 scanner	S1500	282250
Fujitsu scansnap ix500	ix500	AoVBC09955
Dell monitor	E176FPb	
Dell monitor	E2014Hc	
Dell monitor	DP-N0F534H	
Dell monitor	E173FPi	
Dell monitor	E173FPi	
Dell monitor - does not work	E176FPb	
Fujitsu scansnap S1500 scanner	S21500	291428
6 keyboards		
2 Sony rechargeable battery packs		
Computer speakers		

K. Kirby Atwell
District Official/Department Head Signature

Date

Roy Eli
Athens County Commissioner Signature

3/26/24
Date

Redistribute Surplus Property Destroy Surplus Property

Auction or Sale

Athens County Commissioners



4 North Athens
Athens, GA 30601-5000
Phone: 706/548-1100
FAX: 706/548-1101
www.athensga.gov

10 North St. Charles
Athens, GA 30601-5000
Phone: 706/548-1100
Fax: 706/548-1101

10 North St. Charles
Athens, GA 30601-5000
Telephone: 706/548-1100
Fax: 706/548-1101

County Property Declared Surplus

Prosecutor's Office
Department

Property Description	Model #	Serial #
Fujitsu scansnap S1500	S1500	312332
computer speakers		
2 mouse		
Misc. cords/cables		
Fujitsu scansnap S1500	S1500	280044
Glock 19 Gen 5		BGAT979
Glock 19 Gen 5		BGAT980
Glock 19 Gen 5		BGAT981
Glock 19 Gen 5		BGPG770
Glock 19 Gen 5		BGPG771
Dell monitor	E2014Hc	
Fujitsu scansnap S1500	S1500	281657
Fujitsu scansnap S1500	S1500	317230
2 keyboards		
mouse		

K. Kirby Atwell
District Official/Department Head Signature

Date

Roy Eli
Athens County Commissioner Signature

3/26/24
Date

Redistribute Surplus Property Destroy Surplus Property

Auction or Sale

Month" and in 2016 when the entirety of the bleeding disorders community came together to encompass all bleeding disorders; and WHEREAS, the federal Department of Health and Human Services designated March 2016 as National Bleeding Disorders Month; and WHEREAS, these bleeding disorders, which share the inability to form a proper blood clot, are characterized by extended bleeding after injury, surgery, trauma or menstruation and can lead to significant morbidity and can be fatal if not treated effectively; and WHEREAS, many individuals with hemophilia became infected with HIV and Hepatitis C in the 1980s due to the contamination of the blood supply and blood products; and WHEREAS, this Awareness Month in Athens County, will generate greater awareness and understanding of not only hemophilia but all inheritable bleeding disorders, including von Willebrand Disease and rare bleeding disorders; which affect millions of individuals around the world; and WHEREAS, this Awareness Month will bring light to the great scientific achievements in the treatment of bleeding disorders, for which there is no cure, and the greater pursuit of advanced therapies and cures to these disorders. WHEREAS, the bleeding disorders community's relationships with policymakers have fostered numerous medical and policy advancements beneficial to all those affected by bleeding disorders and their loved ones; and WHEREAS, this Awareness Month will foster a greater sense of community and shared purpose among individuals with an inheritable bleeding disorder; and WHEREAS, this Awareness Month will elevate awareness of and engagement in the inheritable bleeding disorders journey beyond our community to the general public, enabling the prevention of illness, unnecessary procedures, and disability; now THEREFORE, WE, THE BOARD OF ATHENS COUNTY COMMISSIONERS, do hereby proclaim the month of March 2024, as: BLEEDING DISORDERS AWARENESS MONTH in Athens County. Signed this 26th day of March 2024.

/s/ Lenny Eliason, President

/s/ Charlie Adkins (Absent)

/s/ Chris Chmiel

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

Domestic Relations Surplus

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason to approve the Domestic Relations Surplus to destroy:
Property Description: Model #: Serial #:
Toshiba e-Studio 457 DP-4572 CEKD43354
(Does Not Work - Unable to Fix)

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

Regenerative Economy Visioning Sessions

A motion was made by Commissioner Chmiel and second by Commissioner Eliason to endorse Reimagine Appalachia and the US Forest Service Urban and Community Forestry Grant, for a series of Regenerative Economy Visioning Sessions on June 4th from 11 am to 3:30 pm at Solid Ground Farm.

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

Tyler Tech - Amendment

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason to approve the Tyler Tech Amendment as follows: This amendment("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Yler Drive, Yarmouth, Maine 04096 ("Tyler") and Athens County, with offices at 15 S. Court Street, Room 330, Athens, Ohio 45701 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated March 13, 2017 ("Agreement"); and WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

- 1. The following Tyler Software as a Service (Saas) are hereby removed from the Agreement as of April 1, 2024:
eProcurement
Project & Grant Accounting
- 2. As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.
- 3. Additionally, Client's SaaS fees payment obligation the above-listed software ends on the same date.
- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Athens County
By: /s/ Lenny Eliason
Title: President

Date: 03/21/2024

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

Letter of Support for OU Airport

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason to approve a letter of support for OU Airport: March 26, 2024

President Lori Gonzalez
1 Ohio University
Cutler Hall 108
Athens, OH 45701-2979

Dear President Gonzalez,

The Board of Athens County Commissioners enthusiastically supports Ohio University's Advancing Appalachian Ohio's economic development through enhancing commercialization of The Gordon K. Bush Airport. This project seeks to strategically use the airport as a catalyst for regional economic growth through interrelated, scalable, and sequential plans. These plans include:

- The airport's commercial capabilities will be enhanced through improvements to existing hangar space and the addition of new hangar space for private aircraft.
- An improved runway and taxiway will aid the future vision of the airport by enabling it to handle larger aircraft, which will make the airport attractive to logistics centers and commercial airlines.

Enhancing the commercial capabilities of the airport and combining the new upgrades with its close proximity to a railroad spur and the new Albany, Ohio business park, will increase the future competitiveness of Southeast Ohio.

Economic development and job creation are a top priority of the boards. This request is extremely important in providing the kind of infrastructure and unique resources needed to help attract new businesses and jobs to our region.

This is an important infrastructure project that can help transform Southeast Ohio.

Sincerely,

Lenny Eliason, President Charlie Adkins Chris Chmiel

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

Veterans office Surplus

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason to approve the Veterans Surplus to destroy:

Property Description:	Model #:	Serial #:
Roller for Furniture		

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

EMS Advance

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason to authorize Commissioner Eliason to sign the request for taxes collected:

Request For Advance of Taxes Collected

To the Auditor of Athens County, Ohio:

Athens, Ohio, March 25, 2024

You are hereby requested to issue your warrant upon the County Treasurer of Athens County, in favor of as Athens County of Athens County EMS in said County for \$400,000.00 dollars, of the current collection of taxes assessed and collected for and in behalf of said County which shall be held and treated as an advance payment on the current collection of taxes due said County at the ensuing settlement, 2024, as provided by law.

Pursuant to a Resolution adopted by the Athens County Commissioners

Adopted March 26, 2024. Resolution No. 119-128

/s/ Lenny Eliason, President of Board

/s/ Amber Pyle, Fiscal Officer

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

2025 Group Retrospective Program Enrollment

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason to approve the following 2025 Group Retrospective Program Enrollment. See document on page 129 to the back of page 130.

Employer Statement for Group-Retrospective-Rating Program

Ohio Bureau of Workers' Compensation

INSTRUCTIONS

- Please print or type.
- Please return completed statement to the attention of the sponsoring organization you are joining. The group administrator's third-party administrator will submit your original U-153 to: Ohio Bureau of Workers' Compensation
Attn: Employer Programs Unit
30 W. Spring St., 22nd Floor
Columbus, OH 43215-2256
- If you have any questions, please call BWC at (614) 466-5773.

NOTE: BWC's employers program unit must review and approve this application BEFORE it becomes effective.

Employer Name ATHENS COUNTY	Telephone number 7405923219	BWC Policy Number 30500001
Address 15 S COURT ST, RM 234	City ATHENS	State OH
		Nine-digit Zip Code 45701

Group-Retrospective-Rating Program Enrollment

I agree to comply with the Ohio Bureau of Workers' Compensation Group-Retrospective-Rating Program rules (Ohio Administrative Rule 4123-17-73). I understand that my participation in the program is contingent on such compliance.

This form supersedes any previously executed U-153.

I understand that only a BWC Group-Retrospective-Rating Program certified sponsor can offer membership into the program. I also understand if the sponsoring organization listed below, is not certified, this application is null and void.

I am a member of the County Commissioners Association Retro Group sponsoring organization or a certified affiliate organization and would like to be included in the Group-Retrospective-Rating Program it sponsors for the policy year beginning January 1, 2025. I understand the employer roster submitted by the group will be the final, official determination of the group in which I will or will not participate. Submission of their form does not guarantee participation.

I understand the sponsoring organization's representative Sedgwick #000900-80 (currently, as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand the representative for the Group-Retrospective-Rating Program will continue as my individual representative in the event that I no longer participate in the program. At the time I am no longer a member of the program, I understand I must file a *Permanent Authorization (AC-2)* to cancel or change individual representation.

I understand a new U-153 shall be filed each policy year I participate in the Group-Retrospective-Rating Program.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization. Yes No

County Commissioners Association Retro Group 440981
Name of sponsor or affiliate sponsor Sponsor or affiliate sponsor policy number

Note: For Injuries that occur during the period an employer is enrolled in the Group-Retrospective-Rating Program, employers may not use or participate in the Deductible Program, Group Rating, Retrospective Rating, \$15,000 Medical-Only Program or the Drug-Free-Safety Program.

Certification

JoAnn Beckhold certifies that he/she is the Clerk of
(Officer Name) (Title)

Athens County, the employer referred to above, and that all of the
(Employer Name)

information is true to the best of his/her knowledge, information, and belief, after careful investigation.

[Signature] 3/26/24
(Officer Signature) (Date)

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING
PLAN AGREEMENT**

THIS AGREEMENT, dated as of March 26, 2024, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and ATHENS COUNTY ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CAO Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

- A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:
- (1) CCAO was created more than two years prior to the date of application for Group coverage.
 - (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
 - (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
- B. The Participant represents and warrants as follows:
- (1) It is a member of the County Commissioners' Association of Ohio and is current in all financial obligations to CCAO.
 - (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC has no outstanding premiums, penalties or assessments due from it.
 - (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
 - (4) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

A. CCAOSC shall:

- (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
- (3) perform such additional duties as are required of it by this Agreement.

B. The Participant shall:

- (1) join and participate in the CCAO Group Retrospective Rating Plan; and
- (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

Section VII: ADMINISTRATIVE SERVICES

CCAOSC shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (excluding claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as

CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "The CCAO 10 Step Safety Plan for County Government". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Claims Management and Safety Expectations Survey and working toward accomplishing all of the Claims Management and Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

Section X: GROUP ADVISORY COMMITTEE

There is hereby established a Group Advisory Committee to advise CCAOSC regarding the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of seven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Five members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Advisory Committee, and each Advisory Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Advisory Committee shall be:

- (1) to advise CCAOSC on the selection of a TPA, as provided in Section VII hereof;
- (2) to advise CCAOSC on proposed TPA fees, fees for risk management services, general administrative fees, and the billing and collection thereof;
- (3) to confer with CCAOSC on the ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2025 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 31, 2024. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

Section XIV: ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Ohio Revised Code, CCAOSC warrants and agrees to the following:

A. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CCAOSC or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and

B. None of CCAOSC, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAO SERVICE CORPORATION

Date: 3/19/2024

By: _____


John Leutz, CCAO Assistant Director

ATHENS COUNTY

Date: _____

3/26/24

By: _____


Signature of Authorized Official

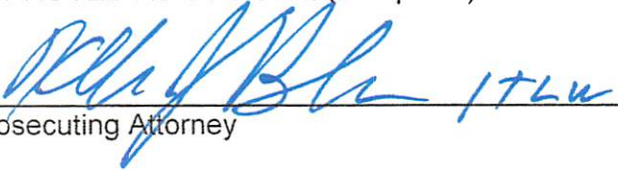
County Name: ATHENS COUNTY

Address: 15 S COURT ST, RM 234

City, State, Zip: ATHENS OH 45701

OBWC Number: 30500001

APPROVED AS TO FORM (if required)


Prosecuting Attorney

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

Digital Literacy - Healthy Aging

Tabled until next week.

Travel

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

Sheriff - Crystal Allen; VOCA Conference Columbus, OH; May 12-14
Melinda Bradford; OAM Spring Conference, Independence OH; April 9-12

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

Mollie Fitzgerald - Enterprise Zone Agreement

A motion was made by Commissioner Chmiel and Second by Commissioner Eliason to ok the agreement and send to the school board.

ENTERPRISE ZONE AGREEMENT- DRAFT

This agreement made and entered into by and between the County of Athens, Ohio, a county government, with its main offices located at 15 S. Court Street (hereinafter referred to as "Athens County") and Lostro Ventures, LLC, an Ohio Limited Liability Company, (hereinafter referred to as "Lostro"), WITNESSETH:

WHEREAS, Athens County has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, Lostro will renovate and upgrade the facility located at 63 South Court Street, Athens, OH, in order to create fifty-five (55) full-time permanent and temporary employment opportunities (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Commissioners of Athens County, Ohio by resolutions adopted March, 1988 and March, 1990, designated the area as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective March 1988 and March 1990, the Director of Development of the State of Ohio determined that the aforementioned area designated in said resolutions contains the characteristics set forth in Section 5709.6(A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, Athens County, Ohio having the appropriate authority for the type of project is desirous of providing Lostro with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, Lostro has submitted a proposed agreement application (herein attached as Exhibit A) to Athens County, Ohio; said application (hereinafter referred to as "APPLICATION"); and

WHEREAS, Lostro has remitted the required state application fee of seven hundred and fifty dollars (\$750.00) made payable to the Ohio Department of Development with the application to be forwarded with the final agreement; and

WHEREAS, the County Enterprise Zone Manager has investigated the application of Lostro and has recommended the same to the Board of Commissioners of Athens County, Ohio on the basis that Lostro is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of Athens County, Ohio; and

WHEREAS, the project site as proposed by Lostro is located in the Athens City School District and Tri-County Joint Vocational School District and the Boards of Education of both have been notified in accordance with Section 5709.83; and have been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 5709.63(A) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained; NOW,

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Lostro shall renovate the historic building located at 63 S. Court Street in Athens, Ohio, into a extended stay hotel and mixed-use development with retail, entertainment and dining businesses.

The PROJECT will involve a total investment by Lostro of seven million (\$7,000,000) at the PROJECT site.

The PROJECT will begin May 30, 2024, and all construction and installation will be completed by December 31, 2026.

2. Lostro and PROJECT shall create within a time period not exceeding twenty four (24) months after the PROJECT completion date for the aforesaid site, the equivalent five (5) new full-time equivalent jobs and fifty (50) new part-time equivalent jobs. The minimum annual payroll for the PROJECT operational jobs will be \$9,00,000. The hourly wage breakdown is as follows:
 - Five (5) full-time jobs (minimum 35 hours per week) with an average of \$24 per hour.
 - Fifty (50) part-time jobs (minimum 20 hours per week with an average of \$15 per hour)
3. Lostro shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council. In addition, the Tax Incentive Review Council can request Lostro to supply a copy of the Ohio Department of Taxation State Tax return form 913 for each year this agreement is in effect and is required to be reviewed. Lostro must attend the Tax Incentive Review Council meeting usually slated for March of each year.
4. Athens County, Ohio hereby grants Lostro a tax exemption for real property improvements made to the PROJECT site pursuant to Section 5709.63 of the Ohio Revised Code and shall be in the following amounts:

Yr. 1	Calendar year 2027, Tax Year 2026	100%
Yr. 2	Calendar year 2028, Tax Year 2027	100%
Yr. 3	Calendar year 2029, Tax Year 2028	100%
Yr. 4	Calendar year 2030, Tax Year 2029	100%
Yr. 5	Calendar year 2031, Tax Year 2030	100%
Yr. 6	Calendar year 2032, Tax Year 2031	100%
Yr. 7	Calendar year 2033, Tax Year 2032	100%
Yr. 8	Calendar year 2034, Tax Year 2033	100%
Yr. 9	Calendar year 2035, Tax Year 2034	100%
Yr. 10	Calendar year 2036, Tax Year 2035	100%

Each identified project improvement will receive a ten (10) year exemption period. The exemption commences the first year for which the real Property would first be taxable were that property not exempted from taxation. No exemption shall commence after calendar year 2027 nor extend beyond calendar year 2036.

Lostro must file the appropriate tax forms (DIE 23) with the County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in this agreement. The #913 Ohio tax form must be filed annually.

5. Athens County will collect an annual monitoring fee of \$500.00 from the company provided for in Chapter 5709 of the Ohio Revised Code.
6. Lostro shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If Lostro fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Athens County, Ohio shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or Athens County revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Lostro materially fails to fulfill its obligations under this agreement and Athens County terminates or modifies the exemptions from taxation granted under this agreement.
9. If Lostro materially fails to fulfill its obligations under this agreement, or if Athens County determines that the certification as to delinquent taxes required by this agreement is fraudulent, Athens County may terminate or modify the exemptions from taxation granted under this agreement. In addition, if Lostro materially fails to fulfill its obligations under this agreement, Athens County may, at its sole discretion, require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
10. Lostro hereby certifies that at the time this agreement is executed, Lostro does not owe any delinquent real or tangible personal

property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Lostro is liable for under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Lostro currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition of bankruptcy under 11 U.S.C.A 101, et seq., or such a petition has been filed against Lostro. For the purpose of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

11. Lostro affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
12. Lostro and Athens County acknowledge that this agreement must be approved by formal action of the legislative authority of Athens County as a condition for the agreement to take effect. This agreement takes effect upon such approval.
13. Athens County has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, Lostro is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Lostro, any successor enterprise, or any related Member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
15. Lostro affirmatively covenants that the information contained in and submitted with the Enterprise Zone application is complete and correct and is aware of the ORC Sections 09.66(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.
16. This agreement is not transferable or assignable without the express, written approval of Athens County.

IN WITNESS WHEREOF, Athens County, Ohio, by the President of the Athens County Commissioners, and pursuant to Resolution No. , has caused this instrument to be executed this day of , 2025 and Lostro Ventures LLC by its Managing Member, has caused this instrument to be executed on this day of 2024.

ATHENS COUNTY, OHIO COMMISSIONERS

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

Engineer Jeff Maiden - Stone Bid Opening

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason to acknowledge receipt of the Stone Bids. Copy of Bids on back of page 133.

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

Engineer Jeff Maiden - Asphalt Bid Opening

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason to acknowledge receipt of the Asphalt Bid.

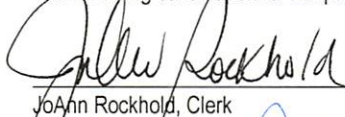
2024 Bituminous Bids		
Bituminous Material	Asphalt Materials	
	Plant Pickup per Gallon	Delivered per Gallon
SS-1H	\$2.35	\$2.460
PERMACOAT-200	\$3.60	\$3.710
PERMACOAT-250	\$3.80	\$3.910
CRS-2P	\$2.65	\$2.760
MWS-90	\$2.30	\$2.410
MWS-150 SEALING	\$2.38	\$2.490
MWS-150 MIXING	\$2.55	\$2.660
MWS-300	\$2.65	\$2.760
AE-DP	\$1.80	\$1.910
MC-800		

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

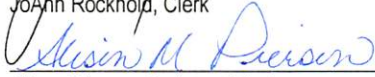
Adjourn

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

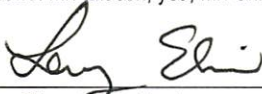
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, Absent.



JoAnn Rockhold, Clerk




Alison Pierson, Assistant Clerk



Lenny Eliason, President

ABSENT
Charlie Adkins, Vice-President



Chris Chmiel