

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, May 21, 2024 Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes May 7, 2024

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

- 9:30 Veterans Kim Spencer - 2025 Budget Request
- 9:35 911-EMA Teresa Fouts-Imler - GOA Area Development Grant Agreement
- 9:40 Village of Coolville - Support for Coolville Water System Improvement Project
- 9:45 DJFS Dir Jean Demosky - weekly updates
- 10:00 HAPCAP Transit
- 10:15 HAPCAP Transit
- 10:30 W&S Supt Rich Kasler - weekly updates
- 10:45 Laura Olbers- Chauncey Bikeway Expansion
- 11:00 Jeff Gabriel - Sheriff's building
- 11:15 Matthew Starkey, Children Services - Foster Care Month
- 11:30 Lunch

**Agenda Items**

- Amended Certificate
- Amateur Radio Proclamation
- Acknowledge Receipt of Certificate of estimated Property Tax- TB Levy
- Sheriff Surplus
- Port Authority Board Appointment
- EMS Week
- Release of Sewer Easements (Ratify Commissioner Eliason's Signature)
- OWDA - April Disbursements (Ratify Commissioner Eliason's Signature)
- DC Construction/Sprinklers LLC Invoice for Dairy Barn in the amount of \$25,069.00 to be paid with ARPA Funds
- Tablertown Letter of Support

**TRAVEL**

- W&S Travis Taylor; Ohio EPA Water Dist. Class 1 Exam, Groveport, OH; 05/24/24
- Auditor Jill Davidson & Brandi Sanders; 37th Annual GFOA Conference, Cincinnati, OH; 09/24/24-09/27/24
- Auditor Jill Davidson; 23rd Annual Emerging Trends in Fraud Investigation & Prevention Conference, Westerville, OH; 05/05/24-05/07/24
- Auditor Jill Davidson & Tammi Goeglein; CAAO Summer Conference, Huron, OH; 06/04/24-06/07/24

**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 Mr. Chmiel and seconded by Mr. Adkins to approve the minutes for May 7, 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, Then & Nows, & Bills**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 05/14/2024 To: 05/16/2024, and From: 05/16/2024 To: 05/21/2024. 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.

**Veterans Kim Spencer - 2025 Budget Request**  
 Kim Spencer provided the following 2025 Budget Request as follows:



**Jill A. Davidson**  
 Athens County Auditor

April 18, 2024

Athens County Veterans Service Office  
 88 North Plains Rd., Suite 102  
 The Plains, OH 45780

Dear Ms. Spencer,

I'm writing to inform you that the proposed levy of five-tenths of a mill, as outlined in code section 5901.11, would generate approximately \$763,180.745.

As per the code, the Veterans Service Commission determines the required budget, which is then reviewed by the county commissioners for appropriation. The levy, not exceeding five-tenths of a mill, is authorized to raise the approved amount.

Please let me know if you need further information or assistance. I appreciate your attention to this matter.

Warm regards,

*Jill Davidson*  
 Jill Davidson  
 Athens County Auditor

**2023 ATHENS COUNTY VETERANS SERVICE OFFICE**  
**ASSISTANCE REPORT**

PROGRAM	NUMBER SERVED	BREAKDOWN	TOTAL COST
FINANCIAL ASSISTANCE	8		\$9,305.72
RECENT WIDOW	26		\$22,728.91
HVAC	7		\$38,294.50
MEDICATION	48		\$7,079.49
VISION	4		\$559.00
DENTAL	6		\$2593.92
TRAVEL	46		\$16,280.00
FOOD BOX	144	1,728 BOXES	\$93,113.58
HAMS AND TURKEYS	391	478 HAMS 301 TURKEYS	\$32,196.28
RSVP	35	189 TRIPS	\$19,187.03
GIGI'S	167	1,190 VOUCHERS ISSUED	\$26,424.00
		<b>TOTAL:</b>	<b>\$267,762.43</b>

Line Item#	Description	VETERANS		
		2024 Request	2025 Request	
1230 510100	Salaries Officials	\$ 39,000.00	\$ 39,000.00	vva increase
1230 510200	Salaries Employees	\$ 160,952.32	\$ 165,780.89	3% raise pool
1230 550100	Equipment	\$ 7,000.00	\$ 7,000.00	bills for clearly, spectrum and adt
1230 550101	Capital Improvements/	\$ 46,000.00	\$ 46,000.00	rent
1230 540100	Supplies	\$ 4,000.00	\$ 4,000.00	
1230 560300	Travel and Exp	\$ 20,000.00	\$ 22,000.00	
1230 560310	Relief Travel	\$ 20,000.00	\$ 20,000.00	
1230 560320	RSVP	\$ 20,000.00	\$ 20,000.00	
1230 560100	Other Expenses	\$ 3,000.00	\$ 5,000.00	
1230 560112	Outreach	\$ 158,590.67	\$ 240,663.50	veterans lunches, food boxes, hams, ac units, hvac program, veterans wills
1230 560400	Relief Allowance	\$ 50,000.00	\$ 50,000.00	
1230 560750	Indigent Burial	\$ 5,000.00	\$ 5,000.00	
1230 560401	Med exp	\$ 15,000.00	\$ 15,000.00	
	<b>subtotal</b>	<b>\$ 548,542.99</b>	<b>\$ 639,444.39</b>	
1230 523000	Dental( 3staff)	\$ 2,290.34	\$ 2,290.34	may change as prices increase
1230 521000	Medical (3staff)	\$ 89,293.36	\$ 89,293.36	1602.86 per employce this year, will be adjusted later
1230 520400	Vision (3Staff)	\$ 514.02	\$ 514.02	may change as prices increase
1230 522100	Medicare(1.45%)	\$ 2,899.31	\$ 2,969.32	
1230 524100	Worker Comp			
1230 523100	Unemployment			
1230 525100	PERS (14%)	\$ 27,993.32	\$ 28,669.32	
	<b>Total Budget</b>	<b>\$ 671,533.34</b>	<b>\$ 763,180.75</b>	
	<b>0.5 Mil Levy Estimate</b>	<b>\$ 671,533.34</b>	<b>\$ 763,180.75</b>	
1231 540110	Grave Markers	\$ 26,000.00	\$ 26,000.00	
1231 540120	Memorial Day Expense	\$ 5,000.00	\$ 5,000.00	10 posts

911-EMA Teresa Fouts-Imler - GOA Area Development Grant Agreement

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to authorize Commissioner Eliason to sign the agreement:

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State of Ohio  
Appalachian Development Program  
Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and Athens County (the "Grantee") for the period April 1, 2024 to June 30, 2026 (the "Grant Period").

Background Information

- A. Amended Substitute House Bill No. 110 of the 134th General Assembly has provided for an appropriation of funds to Grantor.
B. Pursuant to Amended Substitute House Bill No. 110, Grantor, through the Governor's Office of Appalachia, is to utilize these funds to provide financial assistance to projects in Ohio's Appalachian counties to grow the economy and further the goals of the Appalachian Regional Commission.
C. As required by Amended Substitute House Bill 110 of the 134th General Assembly, Grantor has met Appalachian Regional Commission eligibility requirements.
D. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (funds referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereunder set forth, the parties hereto agree as follows:

Statement of the Agreement

- 1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of \$994,000.00 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and underlying the Project(s) as listed in Attachment A: Scope of Work and Budget, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in Attachment B: Program Requirements, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment A, and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
3. Use of Grant Funds. The Grant Funds shall be used only for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C: Reporting Requirements, which is attached hereto,

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made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds can be maintained by Grantee and expended on activities included in Attachment A. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall require delivery payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

- 4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.
5. Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. Accounting of Grant Funds. Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the accuracy of such expenditures. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. Reporting Requirements. Grantee shall submit to Grantor the reports required in Attachment C.
8. Records, Access and Retention. Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, invoices and pertinent information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit deficiencies, litigation or disputes between Grantor and Grantee shall be maintained for the time needed for the resolution of any such items. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
9. Inspections. At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unnecessarily with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and obtain excerpts or transcripts from such records.
10. Audits. Grantee shall ensure that the Grant Funds are audited according to the requirements of Attachment D: Grant Administration Guidelines, which is attached hereto, made a part hereof, and incorporated herein by reference.

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- 11. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in Section 123.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 496 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
12. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantor, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 14, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
13. Certification of Grant Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the OFC, including but not limited to, OFC Section 126.67, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
14. Termination
a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Ohio State Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undischarged or unstayd for 90 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 16 of this Agreement.

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c. Services Performed Outside the U.S.: Grantee acknowledges and agrees it shall comply with Executive Order 2019-122 Governing the Expenditure of Public Funds for Offshore Services and 2022-020 State of Ohio's Response to Russia's Unjust War on the Country of Ukraine, including the following:

- 1. Grantor is not obligated and shall not pay for any services provided under this Agreement that Grantee or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, such activities will be treated as a material breach of this Agreement, and Grantee shall immediately return to Grantor all funds paid for these services.
2. In addition, if Grantee or any of its subcontractors perform any such services outside of the United States, Grantor may, at any time after the breach, terminate this Agreement for such breach, upon written notice to Contractor. If Grantor terminates the Agreement, Grantor may pay substitute services from a third party, and Grantor may recover the additional costs associated with procuring the substitute services.
3. If Grantee or any of its subcontractors prepares to perform services or changes or shifts the location(s) of services performed by Grantee or its subcontractors under this Agreement to a location(s) outside of the United States, but no services are actually performed outside of the United States, Grantee shall promptly, but in no event later than 10 days, change or shift the location(s) of services performed to location(s) within the United States. Grantor may recover liquidated damages in the amount of 1% of the value of the contract for every day past the time permitted to change or shift the location(s) to the United States.
4. Grantee represents and warrants it does not and will not utilize or perform any services with a person or entity in Russia, or formed in Russia and Grantee does not and will not hold or make any investment in a Russian institution or company during the term of this Agreement.

Any breach of this Section 14(c) by Grantee is material and this Agreement will automatically terminate.

- 15. Effects of Termination. Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel all newly outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
16. Forfeiture Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

- 17. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 18. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 19. **Adherence to State and Federal Laws, Regulations.**
  - a. **General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.
  - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) It has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

- 20. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 21. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
- 22. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC 149.43 and are open to public inspection unless a legal exemption applies.
- 23. **Miscellaneous.**
  - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
  - b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantor against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
  - c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

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purchased by the Grantee or Grantor or their respective employees or agents.

- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addressee set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
  - i. In the case of Grantor, to:
 

Ohio Department of Development  
Governor's Office of Appalachia 77  
South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Appalachia Program Manager
  - ii. In the case of Grantee, to:
 

Athens County  
15 South Court Street  
Athens, OH 45701-2636
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether

- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

[signatures on following page]

**Signature**

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives of the dates set forth below their respective signatures.

**GRANTEE:**

Athens County

By: *Ray Elin*

Printed Name: LEAH ELIAS

Title: PROSPECT

Date: 5/21/24

**GRANTOR:**

State of Ohio  
 Department of Development  
 Lydia L. Mihelik, Director

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grantee Information	
Grantee	Athens County
Address	15 South Court Street Athens, OH 45701-2836
County	Athens
Phone	(740) 592-3276
Vendor ID	0000056161

Grant Information	
Program	State GOA Area Development
Grant Number	GOA-S24-LDDAD-203720
Grant Award	\$500,000.00

Grant Dates	
Award Date	April 1, 2024
Grant Completion Date	June 30, 2026

**Project Description**  
 The Athens County Board of Commissioners will make improvements to their Emergency Operations. The Commissioners will build a new facility at 75 Connett Road. The project will serve 12 communities, 28 organizations, 1,029 businesses and train 22 workers. Total project costs are \$8,250,000.00 which includes \$7,750,000.00 in local match.

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**Attachment B: Program Requirements**

**State Appalachian Development Program**

- Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days of receipt. Failure to do so may result in the cancellation of this Agreement.
- Eligible Costs.** Grantee may make expenditures only for those activities contained in the Scope of Work of this Agreement. In no case may expenditures be made for an activity considered ineligible under the State Appalachian Grant Program.
- Program Income.** Any program income resulting from expenditures of the Grant Funds may be retained by Grantee to continue the Project.
- Project Completion.** All activities as identified in the Scope of Work of this Agreement must be completed, and work finished by **June 30, 2026**. Any activities or work not completed by the aforementioned date may not continue without written approval by Grantor. There must also be a provision in each contract, funded in whole or in part with funds available from this Agreement, which stipulates that work be completed no later than **June 30, 2026**.
- Matching Requirements.** Using the Appalachian Regional Commission (ARC) designations for distress, match requirements will be calculated as they are done for federal ARC projects. If at least half of the counties served by the project are distressed, the project may be funded up to 80%. If at least one county is distressed, but fewer than half the counties are distressed, the project may be funded at the higher of 50% of the average match limits for counties involved in the project. If at least one county is competitive and there are no distressed or attainment counties, then the project may be funded at the average match limits. Special circumstances may apply to certain projects, as decided by Grantor.
- Expenditure of State Appalachian Development Funds.** The State Appalachian Development Program Funds must be expended on a pro-rata basis with other private and public funds committed to this project as described in the Scope of Work. Grantee must keep on file appropriate documentation of these expenditures to show compliance with this condition.
- Financing Structure.** The Grantee must notify the Grantor of any changes or modifications to the financing package as identified in the Scope of Work of this Agreement. Modification to the financing structure may affect the grant award to the Grantee.

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**Attachment C: Reporting Requirements**

Grantee shall submit the reports listed below in an adequate and timely manner. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

- Grantee shall submit to Grantor a Status Report quarterly after the effective date of this agreement.
- Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
- Grantee shall retain all records, receipts, etc. for a period of three years after the Final Closeout of this Agreement. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award.

Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.

1. **Single Audit:** Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements.

The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants.

Single audits must be performed by an independent public accountant. Grantees must forward audits, as part of the reporting package, to the Federal Audit Clearinghouse within 30 days following its release by the audit firm, but no later than nine months following the Grantee's fiscal year end. The Grantee is required to notify Grantor within seven days following submission that the audit and reporting package were sent to the Federal Audit Clearinghouse. The notification should be made to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov). The Grantee may also, but is not required, to include a copy of the audit report with the notification.

2. **Grant Specific Audit:** Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement.

A grant specific audit must be performed by an independent public accountant.

Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period. The audit can be sent via email to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) or mailed to the address above.

3. **Audit Standards:** Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.

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

**911 Teresa Fouts-Imler - Nelsonville Dispatching Contract**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Nelsonville Dispatching Contract as requested by 911 Dir Teresa Fouts-Imler starting June 1, 2024:

**9-1-1 Police Dispatching Agreement**

This Agreement is made and entered into this 1 day of June, 2024 by and between Athens County (the "County"), and the City of Nelsonville, Ohio (the "City").

WHEREAS, the Parties desire to have the County Emergency Communications Systems provide emergency and non-emergency law enforcement dispatching for the City;

WHEREAS, the County has constructed the Athens County Emergency Communications System pursuant to Ohio Revised Code 307.63(C);

WHEREAS, the County pursuant to the Ohio Revised Code Section 307.63(D) has the authority to enter into agreements with other political subdivisions for the use of its public safety communications systems and the County amended its final plan for its public safety communications system to include the territory contained within the City;

NOW, THEREFORE, in consideration of the promises and the mutual promises and agreements hereinafter set forth, the Parties agree as follows:

1. The City shall pay the County an annual amount of eighty-five thousand, nine hundred and sixty-eight (\$85,968) for services provided under this Agreement. The amount will be increased effective each January 1 using the then-current 12-month average Consumer Price Index published by the Bureau of Labor Statistics, e.g. If the 12-month average CPI is 3%, the cost of services shall also increase by 3%. The County shall invoice the City annually for the current amount. The cost of services is based on a beginning charge of \$16.00 per City resident, calculated using the Federal Census of 2020 which showed 5,373 residents in the city. All payments are due in advance. The City may elect to make payments on a quarterly basis in four equal installments instead of a lump sum annual payment. The quarterly payments shall be due on January 1 for Quarter One (January 1-March 31), April 1 for Quarter Two (April 1-June 30), July 1 for Quarter Three (July 1-September 30) and October 1 for Quarter Four (October 1-December 31).

Payments shall be sent to:  
 Athens County 911  
 13 W. Washington Street  
 Athens, Ohio 45701

2. The City shall maintain a separate phone service for answering calls relating to non-emergency public safety, community events, mayors court, record request, inquiries and city utility concerns or questions. If a caller to the City's phone service needs law

enforcement dispatched to a location, the City shall provide a phone prompt transfer option that will transfer the caller to the non-emergency number of the County's Communication Center for law enforcement dispatching service.

3. The County shall provide emergency, non-emergency police dispatching and LEADS services to the City as follows

The County will:

- A. Answer and dispatch emergency 9-1-1 and non-emergency transferred calls for service for the City.
  - B. Provide emergency and non-emergency police dispatching and LEADS services to the City.
  - C. Maintain audio recordings of 9-1-1 and non-emergency calls made or transferred to the County's Communication Center.
  - D. Input "Calls for Service" into the CAD system and forward records to the City.
4. This Agreement shall take effect on June 1, 2024 and expire on December 31, 2027.
  5. Either Party may terminate this agreement by providing six months' written notice.
  6. Notwithstanding the above, if the City fails to make two quarterly payments when due, the Agreement shall automatically terminate and the County shall have no further responsibilities to provide services to the City.
  6. The termination of this Agreement shall not eliminate or reduce the City's obligation to make payments to the County for services provided.

IN WITNESS WHEREOF, the Parties have hereunto set their hands, the day and year first above written.

ATHENS COUNTY COMMISSIONERS

*Leary Eliason*  
 Leary Eliason

*Charlie Adkins*  
 Charlie Adkins

*Chris Chmiel*  
 Chris Chmiel

CITY OF NELSONVILLE

*Thane Collins*  
 (add current City Manager), City Manager

Thane Collins

  
Keller Blackburn, Esq.  
Athens County Prosecuting Attorney

  
Nelsonville City Attorney

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

**Village of Coolville - Support for Coolville Water System Improvement Project**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the letter of support for the Village of Coolville Water System Improvement Project:  
May 21, 2024

Dear Appalachian Regional Commission,

Re: Support for Coolville Water System Improvement Project

We are writing to express our strong support for the Village of Coolville's water system improvement project, which is seeking funding through the ARC grant. This project is critical for addressing the significant infrastructure challenges faced by Coolville, including outdated and leaking waterlines, a deteriorating water tank, and outdated water meters.

As Commissioners of Athens County, we have observed firsthand the detrimental impact that the current water infrastructure issues have had on both residents and businesses within the village. The RCAP water study indicates a staggering water loss rate of 47.5%, which not only drives up operational costs but also places an undue financial burden on the economically disadvantaged population of Coolville, importantly, Ohio EPA has issued a Notice of Violation due to non-compliance with maintenance and inspection requirements, highlighting the urgent need for this project.

Improvements are essential for ensuring a reliable and safe water supply, reducing water loss, and maintaining affordable water rates for the residents and businesses of Coolville. The project will also bring the village into compliance with Ohio EPA regulations, thereby avoiding further penalties and ensuring the long-term sustainability of the water system.

We are confident that the completion of this project will have a transformative impact on the Village of Coolville. It will enhance the quality of life for residents, support local businesses, and contribute to the overall economic stability of the community. We urge the ARC to favorably consider this funding request, which will enable the village to proceed with these critical improvements.

Thank you for your attention to this important matter. Please feel free to contact us if you require any further information or assistance.

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

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**

1. Program Updates
  - Title XX Update
  - Mobile Career Center is Road-Worthy
  - OMJ Awarded WIOA Program Delivery
2. Contracts/Business/Grants
  - COAD RSVP
  - Hopewell
  - AT Hoy
  - FCFC MOU
3. Facilities
  - No Nelsonville Ribbon Cutting Today
  - Final Inspection Early June
  - Window will be fixed and outside cameras installed
  - Permission to accept rental proposals from nonprofits for event-related services
4. Human Resources
  - Retreat
    - i. Culture/Climate Survey Results
    - ii. Attendance/Dress

**DJFS Dir Jean Demosky - Title XX Update**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Title XX Updates as requested by Dir Jean Demosky:

**ATHENS COUNTY DEPARTMENT OF  
JOB & FAMILY SERVICES**

**TITLE XX SOCIAL SERVICES PLAN**

Revised: May 3, 2024

**INTRODUCTION**

The following represents the Athens County Department of Job & Family Services Plan for providing federally and state funded Title XX services to eligible recipients residing within Athens County. The revised plan will remain in effect until September 30, 2026. Athens County Department of Job & Family Services may modify the plan if so warranted.

The Title XX Plan outlines what specific services will be offered and to whom services will be directed. There are now three (3) categories of Title XX service eligibility; those being A. Services without regard to income; B. Services for free; and C. Services for a fee. Please refer to the OhioMHAS Title XX/Athens County Profile, which lists all available Title XX services including which category(ies) each service will be made available.

**Title XX Goals:** Federal legislation has established five primary goals for the provision of Title XX services. Services offered must be directed at achieving one or more of the following goals:

Goals	Short Title	Title XX Definition
I	Self-Support	Achieving or maintaining economic self-support to prevent, reduce or eliminate dependency.
II	Self-Sufficiency	Achieving or maintaining economic self-sufficiency including reduction or prevention of dependency.
III A	Preventing Neglect, Abuse, Exploitation	Preventing or remedying neglect, abuse, or exploitation of children, or adults unable to protect their own interests.
III B	Preserving Families	Preserving, rehabilitating, or reuniting families.
IV	Community Based Care	Preventing or reducing inappropriate institutional care by providing for community-based care, or other forms of less intensive care.
V	Institutional Care	Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutional.

**METHODS OF SERVICE DELIVERY**

**Direct Services:** Direct services are services provided by staff of the Athens County Department of Job & Family Services.

**Purchased Services:** Purchased services are those services provided through written contracts between ACDJFS and private nonprofit agencies, private proprietary agencies, individual vendors and/or other public agencies.

**Title XX Rates:** Amended Substitute House Bill 231, Section 318.28 provided for the elimination of statewide maximum Title XX unit rates. Rates are now subject to negotiation between ACDJFS and providers under contract to provide services. Such rates will be specified with the Title XX purchase of service contract.

**Individuals to be served:** Refer to Comprehensive Social Services Profile

**Eligibility Based Upon Income Maintenance Status or Age:**

**Recipients of TANF:** Individuals who are money payment recipients of Temporary Assistance for Needy Families are eligible for Title XX social services based on their income maintenance status. (Free Services)

**Recipients of SSI:** Individuals who are money payment recipients of Supplemental Security Income are eligible for Title XX social services based on their income maintenance status. (Free Services)

**Recipients of Medicaid:** Individuals who are recipients of Medicaid, but do not receive a money payment under TANF or SSI, are eligible for Title XX social services. (Free Services)

**Recipients under the age of 18:** Individuals under the age of 18 will be determined eligible for Title XX services upon determination of their age. (Free Services)

**Recipients aged 60 and over:** Individuals 60 years of age or older will be determined eligible for Title XX services upon determination of their age. (Free Services)

**Income Eligible:**

To otherwise be eligible for free Title XX services, the total countable income of all members of the assistance group must be equal to or less than the 200% Federal Poverty Level based upon family size. Assistance groups whose income exceeds 200% of the Federal Poverty Level based upon family size are not eligible for Title XX services. The following sources of income are excluded when determining Title XX income eligibility; Public Assistance benefits; Disability benefits; Unemployment Compensation; Child Support; and Survivors benefits.

2024 Federal Poverty Guidelines	
FAMILY SIZE	200% POVERTY LEVEL
1	\$2,510
2	\$3,407
3	\$4,303
4	\$5,200
5	\$6,097
6	\$6,993
7	\$7,890
8	\$8,787
**	For families with more than 8 people, add \$897 for each additional person

\* Figures are per month

**Services Without Regard to Income:**

A service without regard to income is limited to: Persons in need of Adult Protective Services; Persons needing Information and Referral service; persons receiving Congregate Meal Services; persons receiving direct legal services and persons receiving transportation services.

**Note:** The services listed above do not require the completion of an application. Individuals in receipt of public assistance benefits (OWF, SNAP, MED) do not need to complete an application as the ODJFS 07200 will serve as their application for Title XX services.

**Determination of Title XX eligibility:**

A Title XX Application/Service Plan and/or a Common Resource Application (see attached ACDJFS 1000 and Common Resource Application) must be completed for all Title XX applicants with the exceptions noted above. A copy of the application will be maintained within the applicant's case record.

**Redetermination and Frequency of Title XX eligibility:**

A redetermination of eligibility must be made annually (every 12 months). The annual redetermination of eligibility is required to assure the continued eligibility of each consumer receiving Title XX services. A redetermination consists of a complete review of all eligibility criteria related to the primary consumer's category of eligibility. In addition, a review to determine eligibility must be conducted promptly, not to exceed 30 days after information is obtained about changes which have occurred in the consumer's circumstances that may result in a change in eligibility.

**APPROVAL NOTICE FOR TITLE XX SERVICES:**

When ACDJFS or the provider agency approves an application for Title XX social services, the assistance group will be provided prompt written notice of the decision. A "NOTICE OF APPROVAL OF YOUR APPLICATION FOR ASSISTANCE" (ODJFS 4074) will be used pursuant to 5101:6-2-02 paragraph A, of the Ohio Administrative Code.

**NOTICE OF DENIAL OF AN APPLICATION FOR SERVICES:**

When ACDJFS or the provider agency denies an application for Title XX social services, the assistance group will be provided prompt written notice of the decision. A "NOTICE OF DENIAL OF YOUR APPLICATION FOR ASSISTANCE" (ODJFS 07334) will be used pursuant to 5101:6-2-03 of the Ohio Administrative Code.

**PRIOR NOTICE OF ADVERSE ACTION:**

When ACDJFS or the provider agency intends to withhold, reduce, suspend, or terminate Title XX social services, the assistance group will be provided prior written notice of the action. The written notice will be included in the Approval/Denial letter or will be mailed separately or personally delivered no less than fifteen calendar days prior to the processing of the proposed action. \*PRIOR NOTICE OF A RIGHT TO A STATE HEARING (ODJFS 4065) will be used pursuant to 5101:6-2-04 of the Ohio Administrative Code.

**Title XX Plan submitted by:**

 Date: 5/21/24  
Jean Demosky  
Athens County Department of Job & Family Services

**TITLE XX APPLICATION/SERVICE PLAN**

Provider Name:	
Case Manager:	Telephone # ( )

Customer Name:	Soc. Sec. #		
Primary Consumer: (if different than above)			
Address:	City:		
Telephone # ( )	Township:	Zip Code:	
Date of Birth:	# Persons in Household	Male:	Female:

Household Income (Source/Amount):

<input type="checkbox"/> Public Assistance (TANF, SNAP, SSI etc.)	Source	\$
<input type="checkbox"/> Employment Related	Source	\$
<input type="checkbox"/> Other (Please Specify)	Source	\$
	Source	\$

Documentation/Declaration: \_\_\_\_\_ Date verified: \_\_\_\_\_

AUTHORIZED SERVICES					
Service Name	Title XX Code	Dates of Service		Fee Amount	
		Begin	End		
		-	-		
		-	-		
		-	-		

Services:  free services  services for a fee  without regard to income (check one)

Describe Goal(s): i.e., self-support, self-sufficiency, preserving families, protective etc.

Consumer Signature:	Date:
Case Manager Signature:	Date:

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 - COAD Sponsor of RSVP**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the COAD Sponsor of RSVP Contract as requested by Dir. Jean Demosky:

Total \$ Value: \$311,897.00  
Contract Period: 07/01/2024 - 06/30/2025  
Accts & Code to be Charged: Medicaid NET 850/510050 & Title XX 735/510050  
Billing Procedure: Submits bi-monthly invoices, Payment made within 30 days  
Performance Measures in the Contract: Bi-Monthly invoices & quarterly reports reviewed by ACDJFS staff  
Complete copy of 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 - Hopewell Health Centers, Inc**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Hopewell Health Centers, Inc Contract as requested by Dir. Jean Demosky:

Total \$ Value: \$338,814.63  
Contract Period: 07/01/2024 - 06/30/2025  
Accts & Code to be Charged: Medicaid NET 850/510050  
Billing Procedure: Hopewell submits monthly invoices, Payment made within 30 days  
Performance Measures in the Contract: Monthly invoices & quarterly reports reviewed by ACDJFS staff  
Complete copy of 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 - A.T. Hoy, LLC**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the A.T. Hoy, LLC Contract as requested by Dir. Jean Demosky:

Total \$ Value: \$358,238.00  
Contract Period: 07/01/2024 - 06/30/2025  
Accts & Code to be Charged: Medicaid NET 850/510050 & Title XX 735/510050  
Billing Procedure: Submits monthly invoices, Payment made within 30 days  
Performance Measures in the Contract: Monthly invoices & quarterly reports reviewed by ACDJFS staff  
Complete copy of 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 - MOU for Athens Co. Family & Children First Council**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the MOU for Athens Co. Family & Children First Council as requested by Dir. Jean Demosky:

Total \$ Value: \$3,238.00  
Contract Period: 07/01/2024 - 06/30/2025  
Accts & Code to be Charged: Medicaid NET 850/510050 & Title XX 735/510050  
Billing Procedure: Submits monthly invoices, Payment made within 30 days  
Performance Measures in the Contract: Monthly invoices & quarterly reports reviewed by ACDJFS staff  
Complete copy of 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 - Rental Proposals**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to give permission to accept rental proposals from nonprofits for event-related services 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.

**HAPCAP Transit**

Paul Lutey presented scenario's for the Transit Development Plan, see back of page 213.

**W&S Supt Rich Kasler - Weekly Updates**

Start up the Route 56 Lift Station on June 5<sup>th</sup>, instead of waiting on Phase 6-7 to be complete. Supt Rich Kasler wants to get that station going. Contractors are still estimating a month, a month and a half to finish all the mainline installation, so that will put us in July-August before it's completed on phase 6-7. Still waiting on AEP for Heatherstone & Whitland area, AEP is supposed to get back with Supt Rich Kasler this week. One crew is working on at Heatherstone area and one is next to Union Church, not much left to do.

## SCENARIO B



- **Route 2 (shown in red)** would remain the same as existing from Holzer Clinic to Campus Heights. Route 2 would continue to operate every hour on weekdays only.
- **Route 3 (shown in orange)** would remain the same as existing from Berkeley/Andover to The Market on State. Route 3 would continue to operate every hour on weekdays only.
- **Route 4 (shown in purple)** would be modified to operate from The Market on State to Glouster via E. State, Walmart, Baker Center/OU campus, O'Business Hospital, Plains Plaza Mall, Chauncey, Jacksonville, and Trimble. Route 4 would operate every hour on weekdays only.
- **Route 7a (shown in green)** would continue to operate from Athens to Nelsonville via Columbus Road and State Highway 33. In Nelsonville, the route would serve Hocking College in the outbound direction only and then be modified to operate in both directions on E. Canal Street, Hocking Street, and West Washington before terminating at the Ohio Health Center. This change would allow passengers to make round trips within Nelsonville without needing to travel back to Athens. Route 7a would operate every hour on weekdays only.
- **One new microtransit zone** would be provided in Albany that would then provide a connection to Routes 2, 3, 4, and 7a at Baker Center/OU campus in Athens. Service would only be provided on weekdays. Please note that the zone on the map is for illustration purposes only - the exact zone would need to be determined at a later date.

## EXISTING APT NETWORK



- **Route 2 (shown in red)** operates in Athens from Holzer Clinic to Campus Heights serving Market on State, Walmart, Uptown Athens, Baker Center/OU campus, the Bldges, and Richland Avenue. Route 2 operates every hour on weekdays only. The schedules for Routes 2 and 3 are offset to offer service between common destinations every 30 minutes.
- **Route 3 (shown in orange)** operates in Athens from Market on State to Berkeley/Andover serving E. State, Walmart, Uptown Athens, Baker Center/OU campus, and Richland Avenue. Route 3 operates every hour on weekdays only. The schedules for Routes 2 and 3 are offset to offer service between common destinations every 30 minutes.
- **Route 4 (shown in purple)** operates in Athens from Market on State to 2nd/Central via E. State, Walmart, Post Office, South Green, and Spater Street. Route 4 operates every hour on weekdays only.
- **Route 6 (shown in blue)** operates as a clockwise loop from Athens to The Plains and Chauncey serving Baker Center/OU campus, O'Business Hospital, Plains Plaza Mall, Chauncey, and Columbus Road. Route 6 operates every hour on weekdays only.
- **Route 7a (shown in green)** operates between Baker Center/OU campus in Athens and Albany. The route operates as a clockwise loop in Albany. Route 7a operates every hour on weekdays only.
- **Route 7b (shown in green)** operates between Athens and Nelsonville serving Baker Center/OU campus, Hocking College, central Nelsonville, and Ohio Health. The route operates as a clockwise loop in Nelsonville. Route 7b operates every hour on weekdays only.

## FUTURE IMPROVEMENTS

If more funding, vehicles, and operators can be secured, HAPCAP would like to expand transit service in Athens County to meet current and future demand.

To help plan for the future and understand your priorities, please rank each of the service improvements from most important to least important (1= most important and 9 = least important)

- Saturday fixed route service
- Sunday fixed route service
- Later fixed route service on weekdays (ending one or two hours later)
- Earlier fixed route service on weekdays (starting one hour earlier)
- Microtransit service in Athens on weekends
- Microtransit service in other cities on weekends
- More frequent weekday service (30-minute service on all fixed routes)
- Better information about how to use the bus
- Better bus stop amenities

## SCENARIO A



- **Route 2 (shown in red)** would remain the same as existing from Holzer Clinic to Campus Heights. Route 2 would continue to operate every hour on weekdays only. The schedules for Routes 2 and 4 would be offset to offer service between common destinations every 30 minutes.
- **Route 3 (shown in orange)** would be modified to operate from Berkeley/Andover to Plains Plaza Mall in The Plains via Richland Road, Baker Center/OU campus, Uptown Athens, and Columbus Road. Route 3 would operate every hour on weekdays only.
- **Route 4 (shown in purple)** would be modified to operate from Holzer Clinic to Chauncey via E. State, Walmart, Baker Center/OU campus, O'Business Hospital, Plains Plaza Mall. A new stop would be made at the Makerspace on West Union Street. Route 4 would operate every hour on weekdays only. The schedules for Routes 2 and 4 would be offset to offer service between common destinations every 30 minutes.
- **New microtransit zones** would provide on-demand services in three areas. Each zone would operate on weekdays only at the same time as Routes 2, 3 and 4. Please note that the zones on the map are for illustration purposes only - the exact zones would need to be determined at a later date.
  - **Nelsonville.** This zone would provide service within Nelsonville as well as provide a connection to Routes 3 and 4 at Plains Plaza Mall in The Plains.
  - **Albany.** This zone would provide service within Albany as well as provide a connection to Routes 2, 3, and 4 at Baker Center/OU campus in Athens.
  - **Glouster/Trimble/Jacksonville.** This zone would provide service within Glouster, Trimble and Jacksonville as well as provide a connection to Routes 3 and 4 at Plains Plaza Mall in The Plains.

**Planner Laura Olbers - Chauncey Bikeway Expansion**

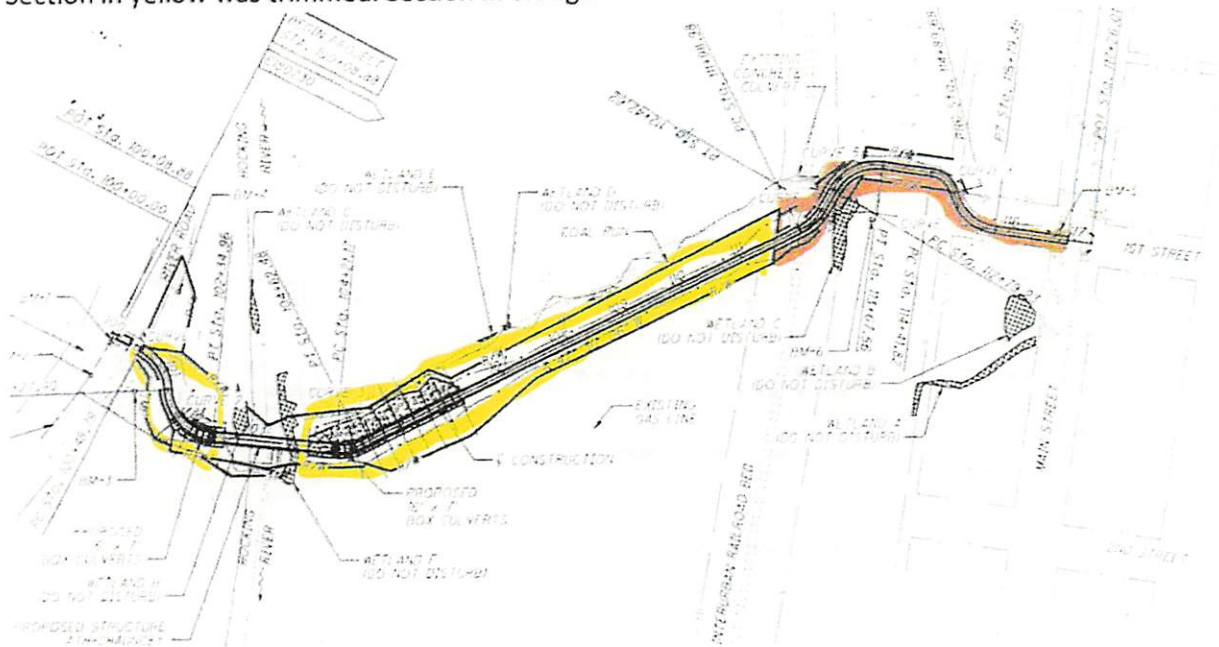
Planner Laura Olbers stated that there is an issue with the Chauncey Bikeway Expansion, if you look at the map the section in yellow those trees got cut but the orange did not get cut. We're within the restrictions for the endangered bats, so we need to perform an acoustic survey before we can get the rest of the trees cut. The acoustic survey will cost \$5,200.00, the big issue is that work can't get started until the trees are cut down. Planner Laura Olbers is waiting to talk to Alan Craig to see what the next steps need to be done. See document on the front and back of page 214.

COMMISSIONERS

5.21.2024

Planner's

- 1. Bikeway Ext:
  - a. We have a section of trees that did not get cut. We will need to now perform an acoustic survey due to bat restrictions.
  - b. Section in yellow was trimmed. Section in orange was not.



- c. Acoustic Survey will cost \$5,200. Trees will be approximately \$1,500.
    - d. See attached estimate for Acoustic Survey
- 2. Ferndale Park has 7-8 dead trees that need removed. Quoted a price of \$1,500 for cutting and chipping.
- 3. Natureworks Grant is due June 1<sup>st</sup>. 25% Match.
  - a. Mulch: \$4,000
  - b. Disc Golf Baskets: \$4500
  - c. Concrete for Baskets: Waiting price.
  - d. Other improvements you'd like?

This Scope of Services, dated May 17, 2024, pertains to an agreement between Orbis Environmental Consulting (Orbis) and Athens County Regional Planning Commission (Commission) for Endangered Bat Phase 2 - Presence/Absence Surveys for the ATC Chauncey Bikeway Extension Project, Project Number #CL-UN-TBD (Orbis #2405005).

Orbis will provide endangered bat survey services for ATC Chauncey Bikeway Extension Project, Chauncey, Athens County, Ohio (as shown on information provided by the Commission on May 15, 2024). Surveys will be completed within a linear corridor up to 170 meters in length where trees have not been previously cleared.

**OBJECTIVES**

The goals and objectives for the services offered in this proposal include:

- ◆ Provide surveys to determine presence or absence of federal and state protected bats.

**METRICS**

Our measures of success include:

- ◆ Concurrence with the results of the investigations by regulatory agencies if reports are submitted to them.
- ◆ Completion of the project within the agreed upon schedule.
- ◆ Positive feedback from the Commission and other stakeholders.

**VALUES**

The value that will accrue from meeting the objectives includes:

- ◆ Assurance that surveys to detect protected bats will be completed as thoroughly as possible.
- ◆ Surveys conducted by experienced bat biologists.

**SCOPE/METHODOLOGY**

The scope of services includes:

- ◆ Study Plan
- ◆ Phase 2 - Summer Presence/Absence Survey: Acoustic

**Study Plan**

Orbis's bat biologists will develop a Study Plan for a Phase 2 - Summer Presence/Absence survey for endangered bats based on the 2024 Range-wide Indiana Bat & Northern Long-eared Bat Survey Guidelines. The Study Plan outlines the goals and effort proposed to complete the survey and will be submitted to USFWS prior to the start of surveys.

**Phase 2 - Summer Presence/Absence Survey: Acoustic**

An Orbis bat biologist will use professional acoustic detectors (ANABAT Swift [Titley Scientific]) to complete acoustic survey sites following the 2024 USFWS Guidelines (or most recent). The USFWS guidelines' level of effort (LOE) to determine presence/absence of endangered bats requires a minimum of 2 detector-nights (i.e., an acoustic site) per 1-kilometer of suitable summer NLEB and Indiana bat habitat.

An acoustic site requires a total of 2 detector-nights, placing one detector for 2 nights within the project site during the endangered bat summer maternity season (May 15 to August 15). Survey results will be valid within a 0.5-kilometer buffer around the site for five consecutive years after surveys are completed.

Orbis biologists will place acoustic detectors in suitable sites for microphone recording according to the 2024 USFWS Guidelines, such as near but not adjacent water sources, along fence rows near large openings, within blocks of logged forest, along road or stream corridors with canopy height of more than 33 feet, and along forested edges. Placement will avoid features that can create poor or unidentifiable acoustic recordings including vegetation, reflections off water beneath microphones, powerlines, and microwave towers. Microphones will be pointed in the direction most likely to record bats and will be placed at least three meters above ground level vegetation.

Detectors will be automatically activated 30 minutes before dusk and will record until 30 minutes after dawn. During the first five hours of sampling, if sustained rain (over 30 minutes) or intermittent rain or thunderstorms are present, if sustained winds are greater than 9 miles per hour, and/or if the temperature is below 10 degrees C, the sampling will be canceled, and the site

will be re-surveyed at a later date. Inclement weather occurring after the first five hours of sampling will not impact sampling effort for that night.

**Bat Call Analysis**

Bat calls recorded on acoustic detectors will be analyzed with an automated call identification program (Bat Call Identification [BCID]). For each detector night the automatic call program determines that endangered bat presence is likely, all files from nights with potential endangered bat calls (including those not considered identification files), will be reviewed manually by qualified bat call identification experts. If manual review determines that endangered bat calls have likely been recorded, then endangered bat presence is assumed.

**Survey Report**

Metrics in the acoustic report will include maps denoting the location of the acoustic site, descriptions/photographs of surrounding habitat, chronology of survey effort, meteorological data of each acoustic site, resulting bat call identification data associated with GPS coordinates, dates and time of bat call recording, and all additional information required by the USFWS guidelines.

**SCHEDULE**

Orbis will begin developing a study plan with a Notice to Proceed from the Commission. Orbis has capacity to complete bat surveys during the endangered bat maternity season (May 15 - August 15), assuming the Study Plan is approved. The report will be submitted to the Commission within three weeks of completion of the field survey.

**JOINT ACCOUNTABILITIES**

The Commission will provide safe and reliable access to the project, including securing any necessary landowner permission. The Commission will provide the project limits, parcels, and other necessary information in an electronic format suitable for use on a GPS unit prior to fieldwork and provide any updates to this project information in a timely manner.

The fieldwork will require conducive weather conditions (no rain lasting longer than 45 minutes, thunderstorms, or temperatures below 10°C/50°F as detailed in the Scope/Methodology section). Orbis will provide technical services to meet the

requirements of the survey and will provide access to key staff and documentation as appropriate.

**TERMS AND CONDITIONS**

This proposal assumes continuous access to the site for the duration of the field visit. The fees in this proposal are valid if an agreement is reached within one year of the date of this proposal. There are no charges for administrative tasks, postage, phone, etc.

Payment for services is due within 30 days of receipt of our invoices, submitted monthly. This project is non-cancelable and agreed-upon payment terms are due as described. However, you may postpone or delay any part of the work in progress without penalty.

**FEE**

The fees for the services described above are as follows:

Phase 2 - Summer Presence/Absence Survey: Acoustic. Includes study plan, a single mobilization, site reconnaissance, up to three nights with one personnel, travel, per diem, and report. Assumes effort for 2024 USFWS Guidelines. Total: \$5,200, fixed fee.

**ACCEPTANCE**

Your signature below and your payment constitute acceptance of the terms and conditions herein. In lieu of your signature, we will proceed solely based on your payment.

For Orbis Environmental Consulting

Jeremy Sheets  
Vice President

Date May 17, 2024

For Athens County Regional Planning Commission

Laura Olbers  
Planning Director

Date \_\_\_\_\_

**Planner Laura Olbers - Ferndale Park (Tree Removal)**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the dead tree removal at Ferndale Park once we have 2 proposals then we will go ahead with the low proposal.

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

**Jeff Gabriel - Sheriff's Building**

Jeff Gabriel brought to the commissioners 2 quotes for the blocks at the old jail that the mortar is coming out. Commissioners want to wait and see what the price comes back for the ATCO fire panel before they proceed with the quotes on the Sheriff's building.

**Matthew Starkey, Children Services - Foster Care Month**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to declare May as Foster Care Month in Athens County:

**Whereas**, "Engaging Youth. Building Supports." is the national theme for Foster Care Month; and

**Whereas**, children represent our greatest hope for the future and Athens County will hold firm in its commitment to ensure the safety, health and well-being of our children; and

**Whereas**, Athens County Children Services currently has 48 dedicated and diverse licensed foster families who are needed to provide love and support for children in need of a place to call home; and

**Whereas**, there are 97 Athens County children and youth currently in temporary foster care, and reunification with family is the preferred outcome for children removed from their homes; and

**Whereas**, Athens County Children Services reunified 35 children with their primary caregiver, another 15 children with other family members, and finalized 20 adoptions last year; and

**Whereas**, reunification takes work, commitment, and investment of time and resources by parents, family members, case workers, foster parents, service providers, attorneys, courts and the community; and

**Whereas**, Athens County Children Services works diligently to support both foster and birth families to ensure that all of Athens county's children in or leaving foster care have safe and loving homes; and

**Now, Therefore, We**, Lenny Eliason, Chris Chmiel, and Charlie Adkins, Athens County Commissioners, do hereby proclaim May 2024 as

**Foster Care Month**

In Athens County, calling upon its citizens, social service organizations, businesses, law enforcement, schools, and religious organizations to support children in temporary foster care, their foster parents, their biological families, and the dedicated professionals working alongside them.

Signed this 21<sup>st</sup> day of May 2024

/s/ Lenny Eliason, President

/s/ Charlie Adkins

/s/ Chris Chmiel

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 Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the Amended Certificate for Hocking Valley Community Residential Center, dated May 21, 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.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the Amended Certificate for Athens County, Athens County Commissioners, dated May 21, 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.

**Amateur Radio Proclamation**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adopt the Amateur Radio Proclamation:

**RESOLUTION**

WHEREAS, amateur radio operators play a vital role in emergency communications preparedness plans for the United States, the State of Ohio and many other local government agencies; and

WHEREAS, Ohio has more than 30,500 licensed amateur radio operators, many of whom have provided valuable public assistance through emergency communication on a local, statewide, national and international basis in times of need; and

WHEREAS, amateur radio operators donate the time, equipment and expertise to help provide the public with free emergency communications; and

WHEREAS, June 22-23, 2024, has been set aside as amateur radio field day for emergency communication preparedness exercises.

NOW, THEREFORE, We, the Board of County Commissioners do hereby proclaim June 22-23, 2024 as:

**AMATEUR RADIO OPERATORS  
APPRECIATION DAYS**

Throughout Athens County and recognize the contributions and importance of the amateur radio operator's role in preparing for public service and emergency communications.

Signed this 21<sup>st</sup> day of May 2024

Lenny Eliason, President

Charlie Adkins, Vice-President

Chris Chmiel, Commissioner

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

**Acknowledge Receipt of Certificate of estimated Property Tax - TB Levy**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of Certificate of estimated property tax - TB Levy. See back of page 216.

**Sheriff Surplus**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to declare the Sheriff's Surplus and salvage it to P&J Auto Repair as requested by the Sheriff's office:

Property Description	Model #	Serial #
2004 Ford Explorer	Ford Explorer	1FMZU73K54UC20018

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

**Port Authority Board Appointment**

Table until next week

**EMS Week**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the EMS Week Proclamation:

**EMS Week Proclamation**

WHEREAS, Emergency Medical Services is a vital public service; and

WHEREAS, the members of Emergency Medical Services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, Emergency Medical Services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the Emergency Medical Services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of Emergency Medical Services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, the Athens County Board of Commissioners, in recognition of this event, do hereby proclaim the week of May 19-25, 2024, as **EMERGENCY MEDICAL SERVICES WEEK**, With the EMS Strong theme, **EMS WEEK: Where Emergency Care Begins**, we encourage the community to observe this week with appropriate programs, ceremonies, and activities.

Signed this 21<sup>st</sup> day of May 2024

/s/ Lenny Eliason, President

/s/ Charlie Adkins

/s/ Chris Chmiel



**Jill A. Davidson**  
Athens County Auditor

DTE Form 140R  
Revised 11/2022  
R.C. §5705.01, 5705.03

**CERTIFICATE OF ESTIMATED PROPERTY TAX REVENUE**

Use this form when a taxing authority certifies a millage rate and requests the revenue produced by that rate.

The County Auditor of **ATHENS** County, Ohio does hereby certify the following:

- On **May 14, 2024** the taxing authority of the **Athens County Board of Commissioners** certified a copy of its resolution or ordinance adopted **May 7, 2024** requesting the county auditor to certify the current taxable value of the subdivision and the amount of revenue that would be produced by **Three-Tenths (0.30)** mills, to levy a tax outside the 10-mill limitation for purposes pursuant to Revised Code § **5705.20**, to be placed on the ballot at the **November 5, 2024, General Election** The levy type is a **Renewal**.
- The property tax revenue that will be produced by the stated millage, assuming the tax value of the subdivision remains constant throughout the life of the levy, is calculated to be **\$ 213,000. \***
- The total tax valuation of the subdivision used in calculating the estimated property tax revenue is **\$ 1,526,361,490.**
- The millage for the requested levy is **three ten-thousandths (0.0003)** mills per \$1 of taxable value, **(0.30 mills per \$1,000 of taxable value)** which amounts to **\$ 3.77** for each \$100,000 of the county auditor's appraised value.

Jill A. Davidson, Athens County Auditor

**May 14, 2024**  
Date

\* Estimate calculated based on a 5% delinquency and rounded to the nearest thousand per DTE instructions.



**Jill A. Davidson**  
Athens County Auditor

DTE Form 140R  
Revised 11/2022  
R.C. §5705.01, 5705.03

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Jill A. Davidson, Athens County Auditor

**May 14, 2024**  
Date

\* Estimate calculated based on a 5% delinquency and rounded to the nearest thousand per DTE instructions.

Year	Levy	Market	Assessed	Taxable	Revenue
2025	0.2 Levy	\$ 100,000.00	\$ 35,000.00	\$ 65,000.00	\$ 13,000.00
2025	0.648698 Rate 1	\$ 100,000.00	\$ 35,000.00	\$ 65,000.00	\$ 41,865.18
2025	0.107316 Rate 2	\$ 100,000.00	\$ 35,000.00	\$ 65,000.00	\$ 6,955.50
2025	0.1518597 Rate 3	\$ 100,000.00	\$ 35,000.00	\$ 65,000.00	\$ 9,820.93
Total Tax Dollars Generated					\$ 71,641.61

Year	Levy	Market	Assessed	Taxable	Revenue
2026	0.3 Levy	\$ 100,000.00	\$ 35,000.00	\$ 65,000.00	\$ 19,500.00
2026	0.648698 Rate 1	\$ 100,000.00	\$ 35,000.00	\$ 65,000.00	\$ 41,865.18
2026	0.107316 Rate 2	\$ 100,000.00	\$ 35,000.00	\$ 65,000.00	\$ 6,955.50
2026	0.493801 Rate 3	\$ 100,000.00	\$ 35,000.00	\$ 65,000.00	\$ 32,114.42
2026	0.1518597 Rate 4	\$ 100,000.00	\$ 35,000.00	\$ 65,000.00	\$ 9,820.93
Total Tax Dollars Generated					\$ 100,256.03

Tax Valuation 2024 (Tax Year 2023) \$ 1,526,361,490  
 Difference \$ 221,731.20  
 Difference \$ 6.73

**RESOLUTION OF NECESSITY**  
 RESOLUTION REQUESTING CERTIFICATION FROM COUNTY AUDITOR  
 PURSUANT TO OHIO REVISED CODE SECTION 5705.03  
 (Dollar amount of revenue generated by specified number of mills)

WHEREAS, the **Board of Commissioners** of Athens County, Athens County, Ohio, determines that it is necessary to levy a tax outside the ten-mill limitation, and

WHEREAS, before seeking to have a levy approved by the electors of Athens County, the **Board of Commissioners** must seek the certification of the Athens County Auditor in compliance with Section 5705.03 of the Ohio Revised Code, submitted for the **General** election held on **November 05, 2024**.

THEREFORE, BE IT RESOLVED, by the **Board of Commissioners** of Athens County, Athens County, Ohio, that the Athens County Auditor is hereby requested to certify to the **Board of Commissioners**:

- The total current tax valuation of Athens County, and
- The dollar amount of revenue that would be generated by **20** mills.

BE IT FURTHER RESOLVED that the purpose of the tax is **operating a tuberculosis clinic for care and treatment of tubercular residents.**

And is for **five (5)** being first levied in tax year **2025**, first collected in calendar year **2026** and appearing on the tax list for the years specified: **five**.

Such tax is authorized to be submitted to a vote of the electors of the Athens County pursuant to Section 5705.20 of the Ohio Revised Code, and shall be levied on the residents of the Athens County pursuant to Section 5705.20 of the Ohio Revised Code and which shall be **renewal**. List any other county into which this subdivision overlaps: **none**.

BE IT FURTHER RESOLVED that the Athens County Auditor is requested to issue the certification within ten days after receiving this Resolution.

Chris Chmiel moved for the adoption of the Resolution, and  
 Charlie Adkins seconded the motion. The vote was as follows:

Mr. Ellason	voted	absent
Mr. Adkins	voted	YEA
Mr. Chmiel	voted	YEA
	voted	
	voted	
	voted	

Having received the required two-thirds majority, the Resolution was adopted.  
 Adopted on date: **May 7, 2024**.

**FISCAL OFFICER CERTIFICATION**  
 I, **JoAnn Rockhold** of Athens County, Athens County, Ohio, certify this Resolution to be a true and correct copy of Resolution No. **0507-119**, as adopted by the **Board of Commissioners** of Athens County, Athens County, Ohio, and recorded in the official record of proceedings of the meeting held on **May 7, 2024**.



ESTIMATE OF FUNDS NEEDED  
FOR  
30-Day Period Commencing

April 2024

Name of Borrower Athens County Commissioners

Items	Amount of Funds
Development	
Contract or Job No. <u>A</u> Fields Excavating	
Contract or Job No. <u>B</u> TAM Construction	
Contract or Job No. <u>C</u> Fields Excavating	
Contract or Job No. <u>D</u> TAM Construction	
Contract or Job No. <u>E</u> DV Weber Construction	
Contract or Job No. <u>Phase 5</u> TAM Construction	
Contract or Job No. <u>Elliotsville</u> Fields Excavating	
Contract or Job No. <u>Phase 6/7</u> Fields Excavating	260,157.91
Land and Rights-of-Way (Permits) Construction NPDES Renewal	
Legal Services	
Engineering Fees	23,068.39
Equipment	
Initial O&M	City connect fee
Other	
TOTAL	283,226.30

Prepared by Athens County Commissioners

By X [Signature]

Name of Borrower

Date 5/16/24

Approved by \_\_\_\_\_

Date \_\_\_\_\_

According to the Paperwork Reduction Act of 1996, an agency may not conduct or sponsor, and a person is not required to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**DC Construction/Sprinklers LLC Invoice for Dairy Barn in the amount of \$25,069.00 to be paid with ARPA Funds**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the DC Construction/Sprinklers LLC Invoice for the Dairy Barn in the amount of \$25,069.00 to be paid with ARPA Funds.

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

**Tablertown Letter of Support**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to authorize a letter of support for Tablertown:

May 21, 2024

Chasity Schmelzenbach

Executive Director

Buckeye Hills Regional Council

1400 Pike Street

Marietta, OH 45750

Dear Ms. Schmelzenbach:

We, the Board of Athens County Commissioners, are writing in support of the proposal submitted by the Tablertown People of Color Museum to the Buckeye Hills Regional Council for an ARC Area Development grant. The Tablertown People of Color Museum, led by David Butcher and his Board of Directors, is impressive and leading to community and economic development within the county. We are certain that Mr. Butcher and his board will do an excellent job at expanding the pole barn museum to a "world class" facility in Kilvert, an unincorporated community within Rome Township which has faced significant issues stemming in part from unreclaimed abandoned coal mines and a lack of economic opportunity. We believe this project squarely aligns with the goals of the ARC Area Development program and will be beneficial to the Kilvert community.

We are enthusiastic about the collaborative endeavors of the Tablertown People of Color Museum. The museum expansion will be associated with their ARC POWER technical assistance grant "Connecting Black Heritage, From Enslavement to Settlement in Southern Ohio" which was submitted in April. The museum will be the gem of this six-county regional collaboration for identifying Underground Railroad sites and developing a Heritage Trail that connects with an existing Underground Railroad Tour in nine counties across southern Ohio and northern Kentucky and West Virginia. Such a tourism collaboration will highly benefit the southern Ohio Appalachian region.

We are in favor of the Tablertown People of Color Museum receiving Area Development funding associated with the cost for building a museum along State Route 329. Such funding to assist with sanitary, sewer, and other infrastructure costs will provide necessary resources to attract AMLER construction funding for a new museum that will highlight an important part of the Athens County history. In recent years, investments by the State and Federal government, private philanthropy, and the Athens County Commissioners have expanded Athens County's outdoor recreation and cultural heritage tourism assets. From the Baileys Trail System to the Southeast Ohio History Center, to the Dairy Barn and more – these investments are growing Athens County's prominence as a tourism destination in Ohio. A released report from Tourism Ohio showed day and overnight visitors contributed a direct impact of millions of dollars in Athens, which supports direct jobs. We believe the proposal made by the Tablertown People of Museum will do the same, as the county will benefit from job creation and increased spending in both rural and more densely populated areas.

Thank you for your consideration of this proposal for the ARC Area Development program.

/s/ Lenny Eliason, President

/s/ Charlie Adkins, Vice-President

/s/ Chris Chmiel

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 Mr. Chmiel and seconded by Mr. Adkins to approve the following travel:

W&S Travis Taylor; Ohio EPA Water Dist. Class 1 Exam, Groveport, OH; 05/24/24

Auditor Jill Davidson & Brandi Sanders; 37th Annual GFOA Conference, Cincinnati, OH; 09/24/24-09/27/24

Auditor Jill Davidson; 23rd Annual Emerging Trends in Fraud Investigation & Prevention Conference, Westerville, OH; 05/05/24-05/07/24

Auditor Jill Davidson & Tammi Goeglein; CAAO Summer Conference, Huron, OH; 06/04/24-06/07/24

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.



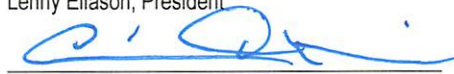
JoAnn Rockhold, Administrator



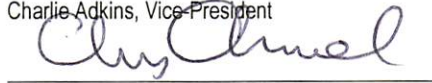
Alison Pierson, Clerk



Lenny Eliason, President



Charlie Adkins, Vice-President



Chris Chmiel