

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, November 17th, 2020, via Zoom video conferencing, due to the Covid-19 Pandemic, and following Governor Mike DeWine's social distancing orders; with Lenny Eliason presiding, Charlie Adkins and Chris Chmiel in attendance.

AGENDA

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

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS

Meeting Agenda for Nov. 17, 2020 - Convenes at 9:30 a.m. via Zoom video conference

Approve Agenda

Approve Minutes from Nov.10, 2020

Approve Appropriations, Transfers, New Line Items Requests/Changes

Approve Bills

09:30 ACCS Proclamation - Cathy Hill Retirement
 09:45 DJFS Dir. Jean Demosky - HAPCAP CCMEP Amendment #1; Hopewell Amend #2
 10:00 EMA Dir. Don Gossel - Weather Receiver Agreements ; "Annex M" Terrorist Incident
 10:15 9-1-1
 11:00 US 50 Sewer - Atty. Frank Lavelle, W&S Supt. Rich Kasler, Gary Silcott, Stantec

~ AGENDA ITEMS

Amended Certificate
 Utility Permit(s) - 3 Zayo utility permits, Dutch Creek Permit
 Engineer - Zayo RUMA - Bond
 Location Release for EMS Station Video
 Port Authority Board Appointment
 The Wall That Heals
 Age Friendly Athens County Senior Levy Request
 Support for SB 365 - remote meetings rule
 OPWC Disb. Req. #3 for the CR10 and CR17 paving project
 CARES Act Extension
 Children Services MOU - Otis Crockron
 Prosecuting Attorney Surplus
 Juvenile Court Furniture
 Auditor's surplus
 Juvenile Court Transfer
 Village of Chauncey support letter
 COVID Notification

~TRAVEL

Jessie Markins, Recorder November 15-18, 2020- ORA Winter Conference- Columbus, Ohio

~ADJOURNMENT

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

MINUTES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from November 10, 2020.

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

APPROPRIATIONS, TRANSFERS, NEW LINE ITEMS REQUESTS/CHANGES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: November 10, 2020 - Budget Transfers and Amendments.

(Copied to page 541)

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

BILLS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 11/11/2020 To: 11/17/2020 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. Adkins, yea; Mr. Chmiel, yea.

ATHENS COUNTY CHILDREN SERVICES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins adopting the following Retirement Proclamation for Children Services Director, Cathy Hill:

PROCLAMATION

WHEREAS, Director Cathy Hill gave 39 years of dedicated service to the profession of social work, enhancing human well-being in communities throughout Central and Southeast Ohio; and
 WHEREAS, Director Hill's distinguished career allowed her to develop a multifaceted focus and expertise on issues affecting women, children, and families, as well as responding to crisis and coping with trauma; and
 WHEREAS, after serving at a domestic violence shelter and rape treatment center, as a medical social worker, a critical incident stress management supervisor, and a child protective services director in another county, Director Hill assumed the role of Executive Director at Athens County

Children Services in 2012; and
WHEREAS, under Director Hill's leadership, Athens County Children Services continued to be state leaders in program excellence and service delivery; and
WHEREAS, Director Hill's forward thinking and strategic leadership has brought a significant amount of new programming and funding into Southeast, Ohio; and
WHEREAS, Director Hill's contributions throughout her career demonstrate a deep compassion for children and families and encompass fully Athens County Children Services' mission of protecting children, strengthening families, and securing futures; and
WHEREAS, Director Hill's commitment to elevating the practice of child protective services is evident in the dozens of professionals she helped develop and mentor; and
WHEREAS, Director Hill's legacy to Athens County will be that of a steadfast leader and fierce advocate for the families and children in Athens County and beyond; and
WHEREAS, Director Hill's public service at Athens County Children Services and elsewhere demonstrates a sincere commitment to improving the communities she lives and works in; and
THEREFORE BE IT RESOLVED, that the Athens County Commissioners extend their sincere appreciation to Director Hill for her unwavering leadership and the enduring impact she made on Athens County and the citizens that live here.

ADOPTED this 17th day of November 2020.

/s/ Lenny Eliason, President

/s/ Chris Chmiel

/s/ Charlie Adkins

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

DJFS Dir. Jean Demosky - HAPCAP CCMEP Amendment #1; Hopewell Amend #2

COMMISSIONERS

11-10-20

ACDJFS

1. Contracts - (See motions below)
 - a. Hopewell NET Amendment
 - b. HAPCAP Worker Program Additional People Served

2. CARES Act Funding - Update

ODJFS \$25 Million for non-profits - Mr. Adkins asked about this funding possibly being used for the Bailey's Trail in Chauncey for low income families for bicycles. Mr. Chmiel mentioned a possible Community based Bike Cooperative and will connect this group to Dir. Demosky.

DJFS - Hopewell NET Amendment

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioner's signatures on the ACJFS Amendment #2 with Hopewell Health Centers as follows:

Athens County Job & Family Services
Amendment #2

This First Amendment to the CONTRACT Agreement made and entered into on the 30th day of June, 2020, is made and entered into on the day of 2020 between the Athens County Department of Job and Family Services (hereafter referred to as "ACD.IFS") and Hopewell Health Centers, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the parties seek to amend ARTICLE 2. DUTIES AND OBLIGATIONS OF CONTRACTOR

WHEREAS, ACD.IFS seeks to purchase services for Non-Emergency Transportation Services for Medicaid eligible individuals, and CONTRACTOR seeks to provide such services, the parties hereby enter into the following CONTRACT, whereby ACD.IFS agrees to purchase, and CONTRACTOR agrees to provide such services.

ARTICLE 2. DUTIES AND OBLIGATIONS OF CONTRACTOR

2.1SERVICES PROVIDED: CONTRACTOR shall provide Non-Emergency Transportation as detailed in the CONTRACTOR'S proposal (Exhibit A).

Direct transport by PROVIDER Employees

ACDJFS shall reimburse CONTRACTOR at a rate of Two and Two One Hundredth dollars (\$2.02) per mile for transporting (one or more individuals on a trip) Medicaid eligible recipients to and from Medicaid reimbursable medical services. The "Title XIX Medicaid Transportation Logs" will reflect when more than one individual was transported. If more than one individual is transported in single trip, ACDJFS will only reimburse for the individual with the most mileage per trip.

CONTRACTOR shall administer all screening of employees, scheduling and rescheduling transports for referred Medicaid recipients.

CONTRACTOR agrees to provide for timely audits as required by Uniform Guidance 2 CFR 200.331, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 75.352 and as applicable and Uniform Guidance 2 CFR 200.331, CONTRACTOR must ensure that it has an audit with a scope as provided in Uniform Guidance 2 CFR 200.331 (a) (5), that covers funds received under this agreement

CONTRACTOR must send one (1) copy of the final audit report to ACDJFS at 13183 State Route 13, Millfield, OH 45761 within four (4) weeks of the CONTRACTOR's receipt of any such audit report.

CONTRACTOR must take prompt action to correct problems identified in an audit

CONTRACTOR must send one (1) copy of the final IRS 990 Form to ACCLIFS at 13183 State Route 13, Millfield, OH 45761 within four (4) weeks of the CONTRACTOR's receipt

CONTRACTOR shall charge no fees other than those provided herein, and shall under no circumstances charge fees directly to Medicaid eligible individuals for services purchased under the terms of this

CONTRACT. CONTRACTOR agrees to comply with all Federal, State and local laws and regulations governing transportation services. All Other terms and agreements of the original Subgrant Agreement remain in-place and unchanged. Copy on file in Commissioners Office. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

DJFS/HAPCAP HAPCAP CCMEP Amendment #1 - Extends services adding adult and dislocated workers.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioner's signatures on the following CCMEP Amendment#1:

Athens County Job & Family Services
Amendment #1

This First Amendment to the Subgrant Agreement made and entered into on the 31 day of December 2019 is made and entered into on the day of ,2020 between the Athens County Department of Job and Family Services (hereafter referred to as "ACD.IFS") and the Hocking-Athens-Perry Community Action (HAPCAP) (hereinafter referred to as "SUBGRANTEE").

WHEREAS, the parties seek to amend ARTICLE II: RESPONSIBILITIES OF THE ACD.IFS Paragraph A.

This Subgrant Agreement is made pursuant to a grant award by the Ohio Department of Job and Family Services (OD.IFS) and is not for research and development purposes. The grant award is under the authority of the Ohio Department of Job & Family Services (OD.IFS) and Workforce Innovation and Opportunity Act (WIOA), Catalog of Federal Domestic (CFDA) numbers 93.558 and 17.259, award program year 2020/2021 and Federal fiscal year 2021, awarded by the US Department of Health and Human Services and US Department of Labor.

ARTICLE II. RESPONSIBILITIES OF THE ACDJFS

A. Provide funding to SUBGRANTEE by appropriating TANF, CCMEP TANF and WIOA funds allocated to Athens County, Ohio directly to SUBGRANTEE in accordance with this Subgrant Agreement, ACD.IFS, and federal, State and local laws.

All Other terms and agreements of the original Subgrant Agreement remain in-place and unchanged. Copies on file in Commissioner's Office. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

AMENDED CERTIFICATE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the Amended Certificate, dated November 17, 2020 prepared by Jill Thompson, Athens County Auditor.

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

UTILITY PERMITS - Zayo (3); Dutch Creek Permit (1)

A motion was made by Chmiel and seconded by Adkins approving the following utility permits:

From: #20-303

Zayo Group

4199 Kinross Parkway Suite #10

Richfield, OH 44286

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

Location of work: CR30 Hocking Pkwy. MP Begin 1.17 and MP End 1.79

Description of Work to be Performed: Fiber Optic - 3.323LF DIRECTIONAL BORE PLACE THREE(3)-1.25" HOPE SDR-11 CONDUITS WITH ONE(1) 288 FIBER OPTIC CABLE AND TRACER WIRE

Type of Installation: Underground (buried) Line Parallel to Road - Fiber Optic Line

Estimated Project Schedule:

Agreed to by: /s/ Robert Schaefer Agent of Zayo Metropolitan Communication Group

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

From: #20-304

Zayo Group

4199 Kinross Parkway Suite #10

Richfield, OH 44286

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

Location of work: CR30 Hocking Pkwy. MP Begin 0.02 and MP End 0.31

Description of Work to be Performed: Fiber Optic - 1,635LF DIRECTIONAL BORE PLACE THREE(3)-1.25" HOPE SDR-11 CONDUITS WITH ONE(1) 288 FIBER OPTIC CABLE AND TRACER WIRE

Type of Installation: Underground (buried) Line Parallel to Road - Fiber Optic Line

Estimated Project Schedule:

Agreed to by: /s/ Robert Schaefer Agent of Zayo Metropolitan Communication Group

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

From: #20-305

Zayo Group

4199 Kinross Parkway Suite #10

Richfield, OH 44286

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

Location of work: CR110 Hocking Pkwy. MPBegin 0.00 and MPEnd 2.71

Description of Work to be Performed: Fiber Optic - 14,263LF DIRECTIONAL BORE PLACE THREE(3)-1.25" HOPE SDR-11 CONDUITS WITH ONE (1) 288 FIBER OPTIC CABLE AND TRACER WIRE

Type of Installation: Underground (buried) Line Parallel to Road - Fiber Optic Line

Estimated Project Schedule:

Agreed to by: /s/ Robert Schaefer Agent of Zayo Metropolitan Communication Group
Athens County Commissioners
/s/ Charlie Adkins
/s/ Chris Chmiel
/s/ Lenny Eliason

From: #20-291

Frontier Communications Permit #
754 West Union St.
Athens, Ohio 45701

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

Location of work: CR34 - Dutch Creek Road - Intersection of Pete Smith Rd. and ends at intersection of Stanley Road.

General Description of Work: Phone - PLACING APPROX 7000' OF AERIAL FIBER OPTIC CABLE, STRAND £17) 30-5 POLES

ALONG DUTCH CREEK RD IN R/W AT INTERSECTION OF STANLEY RD BORING APPROX. 300' & PLACING

BURIED FIBER & 1 HAND HOLE. THEN BORING ANOTHER 100' PLACING BURIED FIBER. THEN INTERNET CABINET.

PLEASE SEE PRINTS 2-8 OF 8 AND SITE BUILD PRINT AT INTERSECTION OF STANLEY RD, AFTER PLACING FIBER OPTIC CABLE ON DUTCH CREEK, A 30-5 POLE WILL BE PLACED ON WEST SIDE OF ROAD AND APPROX. 80' OF FIBER WILL CROSS DUTCH CREEK FROM L 1407P48F3. SEE PRINT 3 OF 7 OF PROJ # 2454865 Boring fiber denied Frontier may set poles to avoid the need to bore fiber.

Type of Installation: Overhead Line Parallel to Road - Overhead Line Crossing Road - Fiber Optic Line

Estimated Project Schedule: Start Date: 09/15 /2020 Completion Date: * Valid for 12 Months.

Agreed to by: /s/ Steve Kisling OSP Engineer

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

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

LOCATION RELEASE FOR EMS STATION VIDEO - Tabled

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to Table this until next week.

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

PORT AUTHORITY BOARD APPOINTMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to Table this until next week.

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

THE WALL THAT HEALS 2021 TOUR

The Commissioners expressed unanimous support for this exhibit for their 2021 Tour, stopping in Athens, Ohio.

Athens, OH has been selected to host The Wall That Heals for the 2021 Tour. Based on an analysis of applications they would like to offer the exhibit dates of July 29-August 1, 2021. (Escort arrival - mid-afternoon Tuesday, July 27, Setup Day for The Wall-Wednesday, July 28 and take down of The Wall at 2:00 pm on the afternoon of August 1.)

Vietnam Veterans Memorial Fund - The Wall That Heals**Introduction**

In its very nature, The Wall That Heals (TWTH) honors and therefore attracts those of the Vietnam generation. For 25 seasons, the Vietnam Veterans Memorial Fund (VVMF) has provided the preeminent traveling memorial to these communities. As our communities learn to work and accommodate the needs associated with preventing transmission of the coronavirus, we must carefully understand ways to implement precautions for the safety of our visitors, volunteers and staff to minimize and eliminate the risk of transmittal when possible. All this must be balanced against our desire to not detract from the reflective and contemplative nature of The Wall experience. Based on CDC guidelines, "older adults and people of any age with underlying medical conditions" should be considered at-risk individuals and subject to separate planning and consideration with regards to COVID-19 strategies.

AGE FRIENDLY ATHENS COUNTY SENIOR LEVY REQUEST

A motion was made by Mr. Chmiel and seconded by Mr. Adkins supporting the request for a \$10,000.00 expenditure from Senior Levy Funds to go to the United Seniors, once the proper paperwork is received. Mr. Chmiel will contact the United Seniors for this paperwork (MOU/Agreement). Presented information below:

Overview of Age-Friendly Athens County

Age-Friendly Communities is an international effort that was launched 2006 by the World Health Organization to help cities prepare (plan and implement improvements) for rapid population aging and the parallel trend of urbanization. This movement is an opportunity to make communities more welcoming and livable for people of all ages. This includes collaborative efforts to identify needs, implement projects, and establish places and programs where people can grow gracefully, actively, and comfortably in a sustainable, supportive and inclusive community.

Community development will be done through nine domains of livability:

1. Outdoor Spaces and Buildings
2. Transportation
3. Housing
4. Social Participation

5. Respect and Social Inclusion
6. Work and Civic Engagement
7. Communication and Information
8. Community Health Services
9. Sustain ability

This is a five-year process that requires the following steps, each of these steps has been designated a time line for development:

1. Identify a commission, advisory panel or focus group to lead this 5-year effort and engage seniors and all ages in this planning process. (Completed/on-going)
2. Conduct a Community Needs Assessment (various methods to survey residents)-2020-2022
3. Develop and action and evaluation plan based on results of the assessment-2020-2022
4. Submit the plan for review by AARP-2022
5. Implement and work toward the goals of the plan-2022-2025
6. Share solutions, successes, and best practices with AARP- 2022-2025
7. Assess the plan's impact and submit progress reports- 2022-2025

The next step in the Age-Friendly Athens County process is to complete the community needs assessment. A variety of tools will be used to gather this information including the development and distributing of a survey as well as community forums and conversations. These efforts will require funding. Utilizing senior levy funds would be very helpful to these efforts.

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

COUNTY WEBSITE

Discussion regarding the placement of information on the website. The website is being upgraded. All information will be submitted to the Clerk, JoAnn Rockhold for submission on the website.

SB365 - REMOTE MEETINGS RULE EXTENSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving a letter of support for the extension of SB365 Remote Meetings Rule. Commissioner Eliason will draft this letter to Rep Jay Edwards, Sen. Tim Schaffer, Sen. Frank Hoagland, Rep. Ron Hood. (Copied to page 542). The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

ENGINEER - OPWC Distribution Request #3 / CR10 and CR17 Paving Project

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing Commissioner Eliason's signature on the OPWC Disb. Request #3 - CR10&17, Phase II Paving, in the amount of \$52,680.92 to be paid to McKee Paving & Sealing LLC. (Copied to page 543). The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

CARES ACT EXTENSION / Buckeye Hills

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Letter of Support for the Buckeye Hills CARES ACT Extension of expenditures to Sen. Sherrod Brown, Sen. Rob Portman, Cong. Steve Stivers, Cong. Bill Johnson (Copied to page 544). The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

CHILDREN SERVICES MOU - Otis Crockron

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing Commissioner Eliason's signature on the following MOU between Athens County Children Services Board and W. Otis Crockron:

MEMORANDUM OF UNDERSTANDING
ATHENS COUNTY CHILDREN SERVICES BOARD
AND
W. OTIS CROCKRON
MOU #0001048

This agreement, effective on the 1st of December 2020, between Athens County Children Services Board (hereinafter ACCSB) and W. Otis Crockron. ACCSB purpose of this Memorandum is to appoint and authorize an Interim Executive Director for Athens County Children Services; by appointing an Interim Executive Director, ACCSB will be able to conduct a comprehensive Executive Director search.

Terms of Memorandum:

1. ACCSB approves the appointment of W. Otis Crockron Jr. as Interim Executive Director of Athens County Children Services.
2. ACCSB approves the effective date to be the 1st day of December 2020 for W. Otis Crockron Jr. as Interim Executive Director. W. Otis Crockron Jr. is to be the Interim Executive Director until the Executive Director is filled. ACCSB approves the Interim conclusion date no later than the 31st day of May 2021. Correspondingly if the Executive Search has not concluded by this date. discussions shall take place for any extension of the Interim Executive Director.
3. ACCSB authorizes W. Otis Crockron, as Interim Executive Director, in which he has the scope of authority of the Executive Director.
4. ACCSB will discuss their expectations of the Interim Executive Director, the Interim Executive Director will review and sign the Executive Directors job description.
5. ACCSB approves a 10% increase to his current salary during this Interim period which would bring W. Otis Crockron's salary to \$90,471.18. ACCSB will maintain W. Otis Crockron's current fringe benefit structure for medical, vision, dental & OPERS.
6. W. Otis Crockron has the option to apply for the Executive Director position.
7. In the event, that W. Otis Crockron is not selected for the Executive Director, he has the right to return to the Deputy Director of Finance and Operations position. The Deputy Director of Finance and Operations will not be eliminated during this Interim period.

8. W. Otis Crockron as Interim Executive Director shall understand and follow ORC 5153 rules that specifically pertain to County Children Services.

9 W. Otis Crockron agrees to ;perform duties as assigned by ACCSB

All terms and conditions of this Memorandum are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both

In witness whereof, the parties hereto have executed this Agreement on the recent date below.

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

(Copied to page 545).

PROSECUTING ATTORNEY SURPLUS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following County Property Declared Surplus, as requested by the Prosecuting Attorney's Office - Items will be sent out for redistribution and / or destroyed:

Property Description	Model #	Serial #
Toshiba e-studio 456 copier (county tag #06123)	DP-4590	C2E241744
Toshiba e-studio finisher for copier	MJ-1101	MWE238085
Toshiba e-studio large capacity feeder	KD-1026	CLC246663

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

JUVENILE COURT FURNITURE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the Commissioner's Clerk to work with Zach Saunders, recently elected Probate/Juvenile Judge, on acquiring his new office furniture.

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

AUDITOR SURPLUS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following County Property Declared Surplus, as requested by the Auditor's Office - Items will be sent out for redistribution and / or destroyed:

Property Description

5) black, 4 drawer filing cabinets
 2) tan, 5 drawer filing cabinets
 1) tan, 4 drawer filing cabinet

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

JUVENILE COURT TRANSFER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Juvenile Court transfer of funds in the amount \$3,622.50 into the Common Pleas Court, Juvenile Division Attorney Fee line item, for November Attorney fees.

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

VILLAGE OF CHAUNCEY SUPPORT LETTER - Street Improvement Project / CDBG Funds 2020

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing Commissioner Eliason's signature on the following letter of support for the Village of Chauncey, to commit funds from the CDBG Program Year 2020 Allocation towards the Village of Chauncey's street improvement project on Ellis Avenue:

November 16, 2020

Amy Renner
 Mayor, Village of Chauncey
 42 Converse Street
 Chauncey, Ohio 45719

The Athens County Commissioners are pleased to commit funds from CDBG Program Year 2020 Allocation towards the Village of Chauncey's Street Improvements project on Ellis Ave in the amount of \$46,000. The Athens County Commissioners greatly value the village of Chauncey's efforts in using the County's CDBG Allocation award as leverage to pursue additional funds to further improve the Village. We wish you the best of luck in your endeavors, and please keep us informed of your progress as you proceed!

Sincerely,

/s/ Lenny Eliason
President

Board of Athens County Commissioners

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

COVID NOTIFICATION

The Commissioners agreed for the Clerk to send out an email notification to all office holders regarding Covid notification within their offices.

Good Afternoon:

As you know, we have had an uptick in COVID cases amongst our county employees. The Commissioners are requesting to be notified as soon as you are aware of a case, an employee/citizen who has been in contact with someone who has tested positive. We do not need the name of the individual, just the location and area they may have been in to send our maintenance staff to sanitize.

ENGINEER - ZAYO RUMA

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Road Use/Maintenance Agreement Phase 1:

ATHENS COUNTY, OHIO ROAD USE | MAINTENANCE AGREEMENT Phase 1

Agreement# 20-001

This AGREEMENT (the "Agreement") entered into this 10th day of November, 2020, between Zayo Group, LLC, 4199 Kinross Parkway- Suite 10, Richfield, Ohio, hereinafter called the "COMPANY" and the BOARD OF COUNTY COMMISSIONERS OF ATHENS COUNTY, OHIO, hereinafter called the "COUNTY",

WITNESSETH:

WHEREAS, that the COMPANY is desirous of using various County roads to haul overweight and/or oversized equipment and to use the public highways of said County and in lieu of executing numerous special haul permits; and

WHEREAS, the COUNTY is charged with the maintenance of the public highways in the County; and

WHEREAS, it is the desire of both the COMPANY and the COUNTY to preserve and maintain the public roads that will be used by said COMPANY.

NOW, THEREFORE, BE IT HEREBY AGREED that in consideration of the mutual promises and benefits herein contained, the COMPANY and COUNTY agree as follows:

1. Exhibit A identifies the location of the portions of the County Roads that Company intends to use, which portions shall be referred to herein as the "Subject Roads." The "Subject Roads" are:

(A) 1.85 Miles of CR 33B- Diamond Brick Road- from the Hocking Co. Line to Nelsonville Corp

(B) 0.90 Miles of CR 30- Hocking Parkway- 2 sections as shown on Spreadsheet attached.

(C) 3.12 Miles of CR 110- Poston Station Road- from SR 691 to Lemaster Road

It is understood and agreed that the COMPANY shall not utilize any other Athens County Roads in the Phase 1 section other than the Subject Roads. The COMPANY will provide a Road Maintenance Bond for Phase 1 in the amount of \$ 587,000 made out to the Athens County Commissioners.

2. The COMPANY agrees to maintain the Subject Roads so that ordinary traffic may use the Subject Zayo Group, LLC- Phase 1 RUMA- Athens County- 11-10-20 Page 1 of 5

Agreement # 20-001

Roads in as good a condition as the Subject Roads presently are during the time that the COMPANY uses the Subject Roads and further agrees to restore the Subject Roads at the cessation of the usage by the COMPANY in as good a condition at least equal to the condition of the surface of the Subject Roads at the time of inception of the usage by the COMPANY. The existing condition of the Subject Roads shall be documented and recorded by the COMPANY prior to the commencement of Company's use of the Subject Roads by Video Recording of Subject Roads. The COMPANY will provide one copy of the Video Recording of Subject Roads to the Athens County Engineer prior to the start of the project. Copies of the Video Recording of Subject Roads shall be kept on file at the County engineer's office. The COMPANY and COUNTY agree that there are other users on the Subject Roads and COMPANY will only be responsible for damages directly caused by COMPANY and its agents and subcontractors.

3. It is further agreed that anytime a dispute arises between the COUNTY and the COMPANY with reference to the maintenance or restoration of the Subject Roads that both parties shall inform one another promptly following the occurrence or discovery of such dispute. Authorized representatives for the COUNTY and the COMPANY shall make good faith efforts to resolve any dispute arising under this AGREEMENT.

4. Snow removal and ice control shall remain the responsibility of the COUNTY and/or TOWNSHIP, but can be sublet or performed by the COMPANY, if terms are agreed upon by both parties.

5. In the event the COMPANY fails to comply with the terms of this AGREEMENT and the COUNTY must perform necessary maintenance and or restoration of the Subject Roads, the COUNTY will make the necessary maintenance and restoration to the Subject Roads that have been damaged and will invoice the COMPANY for labor, materials, equipment, and subcontract costs (if applicable) at the following rates:

- LABOR RATES - Per Exhibit B Attached

- EQUIPMENT RATES- Per Exhibit C Attached

Zayo Group, LLC- Phase 1 RUMA- Athens County- 11-10-20 Page 2 of 5

Agreement# 20-001

- MATERIALS: AGGREGATE/COLD MIX/ASPHALT EMULSION, ETC.- Reasonable

direct cost of material

• SUBCONTRACTOR COSTS - Reasonable direct subcontract costs

6. Full payment from the COMPANY shall be rendered within 45 days from the receipt of an invoice from the COUNTY. Failure to comply by the COMPANY for a period of 45 days after the COUNTY has made a written demand upon the COMPANY for such failure to comply shall subject the COMPANY to the requirements of security for future agreements and individual special haul permits for each trip in excess of weight limits utilizing said highway(s).

7. This AGREEMENT shall remain in effect so long as the COMPANY continues to operate vehicles exceeding applicable weight and size limits on the Subject Roads. At such time as the COMPANY might discontinue operating such vehicles on the Subject Roads, the COMPANY may send written notice to the COUNTY of its intent to do so. Upon such notification, all terms and provisions of this AGREEMENT shall become inoperative, except that if there are any obligations of the COMPANY hereunder that remain unfulfilled at the time of such notification, the COMPANY shall remain obligated to fulfill the same.

8. Upon the request of the COMPANY, the COUNTY shall countersign a letter for use by the COMPANY evidencing whether the movement and transportation of overweight and/or oversized equipment on the Subject Roads has been properly permitted by the COUNTY and such letter shall be used as evidence of such authorization in lieu of receiving special hauling permits. It is understood that Load Limits on Bridges will be strictly adhered to and overweight and/or oversized equipment shall not be hauled across Bridges with Load Limits unless agreed upon in writing.

9. The COMPANY acknowledges that it will be installing a fiber optic conduit system across Athens County and has submitted drawings and applications for a Utility Permit for three phases of construction. The conduit installation in the County and township right-of-way will be done by horizontal drilling methods, with an open cut excavation for making splices at the "Handholds" only. If the drilling operations damage a drainage culvert (i.e., drills through a culvert), the COMPANY agrees Zayo Group, LLC- Phase 1 RUMA- Athens County- 11-10-20 Page 3 of 5

Agreement # 20-001

to replace the entire culvert and appurtenances. The COMPANY agrees to restore the disturbed areas of the right-of-way, and county roads, to at least the condition prior to construction.

10. In lieu of proper maintenance by the COMPANY, the COUNTY shall not act on behalf of, nor at COMPANY expense, until the following actions have been taken and conditions exists:

(A). A phone call from the County Engineer's Office stating need for specific maintenance and or restoration;

(B). COUNTY has allowed reasonable length of time for COMPANY to perform as per request. Reasonable length of time is hereby defined as being 72 hours, weather permitting, unless otherwise authorized in writing by fax or electronic mail; and

(C). No action taken by COMPANY.

11. Prevailing Wages for public improvements

The COMPANY, upon performing an improvement or repair of the Subject Roads, is required to comply with Ohio Revised Code 4115.03 through 4115.16 when the overall project cost to the COMPANY is fairly estimated to be more than the amount prescribed in 4115.03(8)(4).

12. This AGREEMENT shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof (i.e. the maintenance and repair of county roads and structures within the Athens County Right-of-Way). The Athens County Utility Permit shall govern the location of the proposed conduit within the public right-of-way, and other installation requirements. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. This AGREEMENT may be amended only by a written agreement signed by the parties. This AGREEMENT shall be binding on the parties and upon the COMPANY'S successors and assigns.

13. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

Zayo Group, LLC- Phase 1 RUMA- Athens County- 11-10-20 Page 4 of 5

Agreement# 20-001

14. This Agreement shall be governed by the laws of the State of Ohio.

Executed in duplicate as of the dates hereinafter set forth.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year above written.

COMPANY:

Zayo Group, LLC

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

COUNTY:

Board of County Commissioners

(Copied to pages 546- 547).

EMA Dir. Don Gossel - Weather Receiver Agreements - "Annex M" Terrorist Incident

Discussion with Dir. Gossel on the following items:

11/17/2020 November Update

HMEP (Hazardous Material Emergency Planning) Grant

Applied for and was awarded \$20,000 for upcoming exercises and HazMat for dispatcher training.

\$6,000 (Functional Exercise, March)

\$8,000 (Full-Scale Exercise, May)

\$4,000 (911 HazMat for Dispatcher training)

\$2,000 (misc training equipment for exercises)

EMA

Weather Contracts; This is a continuation of the project to achieve full automation for siren activation through NOAA. (Warning Alert Activation through radio signal)

? Eliminates 911 from manually activating sirens.

? Nelsonville and The Plains share activation through EMA's communication room.

? Contract is to accept equipment ownership and future maintenance as co-owners.

o \$500 total equipment cost.

EOP Annex M (Terrorist Incident)

Annex has been completed and has been sent out for review with changes made. Requesting signature approval for adoption into county Emergency Operations Plan (EOP).

EOP Annex K (Mass Care & Shelter)

Will send out first rough draft for review by end of the week.

Baileys Trail Extraction Plan

Awaiting results for \$6,400 grant through Athens County Foundation (ACF) to support equipment purchase to support both Baileys and Strouds Run Trails. Equipment would go to Richland VFD, Chauncey - Dover VFD, York TWP VFD, and Jacksonville VFD.

? If ACF grant is declined, will attempt ODNR Volunteer Firefighters Assistance (VFA) grant but is a 50/50 match.

? Once equipment, response capabilities, and mutual aid agreements are finalized – I will write an Extraction Plan as an appendix to the EOP Annex F (Fire & Rescue).

LEPC

? HazMat Plan rewrite was submitted to SERC on October 15 th and is under review.

? Functional Exercise is scheduled for late March (EOC operations). Testing Athens City Response

? Full-Scale Exercise is scheduled mid-May (Testing Athens City Response – piggybacks off Functional)

~ Discussion regarding the stockpile of PPE and how it can be utilized. Dir. Gossel will come up with a %, possibly up to 20% , for business distribution.

EMA WEATHER RECEIVER AGREEMENTS - The Plains Vol. Fire Dept. /

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following EMA Weather Receiver Agreements

**WEATHER RECEIVER AGREEMENT BETWEEN ATHENS COUNTY EMERGENCY
MANAGEMENT AGENCY AND The Plains Volunteer Fire Department
RESPONSIBLE PARTY, OUTDOOR WEATHER SIREN**

THIS AGREEMENT is made on the 29th day of October, 2020, by and between Athens County Emergency Management Agency, hereinafter referred to as "Provider", and The Plains Volunteer Fire Department Outdoor Weather Siren, hereinafter referred to as "Responsible Party", collectively referred to as the "Parties".

Article I. Recitals

On or about April 1, 2017, the Athens County Emergency Management Agency purchased or decided to purchase the following items for Provider:

1. (1) WX-250 Weather Receiver;
2. (1) Receiver Antenna and Cables; and
3. (1) Any programming software provided with the weather receiver.

Subsequently, the Athens County Emergency Management Agency obtained these items and provided such items to Buyer. The use of such items are for the Outdoor Weather Sirens within the County. Provider has decided to provide one (1) of each one of the items listed above for a total of three (3) items to each one of the communities where current Outdoor Weather Sirens exist in Athens County. Those locations are: The Plains and Nelsonville (1), Waterloo Township (1), Glouster (1), and Coolville (1)

Article 2. Contract Price

In an effort to assist the Responsible Party in furthering the protection of the County and the surrounding areas, the Provider is not requesting any sort of compensation for the items listed above. Responsible Party shall not be responsible for any payment to Provider for the items.

Article 3. Delivery of Items

Provider shall deliver three (3) total items which will consist of one (1) item each of the items listed in Article I to Responsible Party.

For the communities of Nelsonville and The Plains, their sirens are activated through the provider's office utilizing a single radio frequency. Therefore, these two communities will share (1) item each of the items listed in Article I, for three (3) total items. All items will be installed at the provider's location.

Article 4. General Terms

4.1 Installation and Maintenance

- a. Provider shall be responsible for the installation of such items that Provider has delivered pursuant to Article 3.
- b. Responsible Party will be solely responsible for the maintenance of the items and any costs associated thereafter with maintaining the items. Nelsonville and The Plains will share any future maintenance costs.
- c. Responsible Party shall agree that the minimum requirements for the "WHEN TO ACTIVATE" features governing the types of alerts, selected warnings and or watches, installed in the weather receiver providing service for Athens County are:
 - a. When the National Weather Service initiates a Severe Thunderstorm WARNING (winds 58+ mph, large hail, severe lightening, and heavy rains);
 - b. When the National Weather Service initiates a Tornado WARNING; and
 - c. When the Athens County Emergency Management Agency has designated system testing to occur at 12 noon on the first Wednesday of each month or as otherwise directed.

d. Responsible Party may choose any other 'WHEN TO ACTIVATE' features at their own discretion as the sirens responsible party with no responsibility incurred by the Provider or any other associated party.

4.2. Warranties

a. Responsible Party understands that Provider is neither a Manufacturer nor vendor of the items listed in Article I, that Provider is not responsible for the suitability of the items, and not responsible for the operation of the items.

b. PROVIDER HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATIONS, WARRANTY OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE MERCHANT ABILITY, CONDITION, QUALITY, DURABILITY, VALUE, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE ITEMS IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSE AND USES OF RESPONSIBLE PARTY, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND PROVIDER SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES TO RESPONSIBLE PARTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE ITEMS AND THE MAINTENANCE THEREOF.

4.3. Secondary System Administrator

a. Athens County 9-1-1 Emergency Communications will be the secondary system administrator for activating the outdoor warning systems directly linked to 9-1-1 Communications. These sirens include, The Plains-Nelsonville and Waterloo Township, when the following conditions exist:

a. The weather receiver has failed and 9-1-1 Communications Director is directly made aware by the Responsible Party that the weather system is out of service for a designated period of time;

b. When a public safety official reports, to 9-1-1 Communications, an active funnel cloud or winds capable of producing damage and requests siren activation; and

c. When a public safety emergency occurs, the sirens may be used to alert the public of emergencies such as hazardous materials incidents and civil disturbances if requested by local government officials from Athens County.

Article 5. No Partnership

This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the Parties hereunder or any of their successor and assigns.

Article 6. Binding Effect

All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective heirs, administrators, legal representatives, successors and assigns of the parties hereto.

Article 7. Entire Agreement

This Agreement contains the entire agreement between the parties and there are no other terms express or implied, except as contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 29th day of October, 2020.

PROVIDER:

ATHENS COUNTY EMERGENCY
MANAGEMENT AGENCY

/s/ Don Gossel
EMA, Director

BUYER:

OUTDOOR WEATHER SIREN

Authorized Authority, Outdoor Weather Siren

Athens County Commissioners

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

Approval as to Form

/s/ Keller J. Blackburn 11/09/2020

Keller J. Blackburn, Athens County Persecutor

(Copied to page 548).

WEATHER RECEIVER AGREEMENT BETWEEN ATHENS COUNTY EMERGENCY MANAGEMENT AGENCY AND Nelsonville Division of Fire RESPONSIBLE PARTY, OUTDOOR WEATHER SIREN

THIS AGREEMENT is made on the 31st day of August, 2020, by and between Athens County Emergency Management Agency, hereinafter referred to as "Provider", and Nelsonville Division of Fire Outdoor Weather Siren, hereinafter referred to as "Responsible Party", collectively referred to as the "Parties".

Article I. Recitals

On or about April 1, 2017, the Athens County Emergency Management Agency purchased or decided to purchase the following items for Provider:

1. (1) WX-250 Weather Receiver;

2. (1) Receiver Antenna and Cables; and

3. (1) Any programming software provided with the weather receiver

Subsequently, the Athens County Emergency Management Agency obtained these items and provided such items

to Buyer. The use of such items are for the Outdoor Weather Sirens within the County. Provider has decided to provide one (1) of each one of the items listed above for a total of three (3) items to each one of the communities where current Outdoor Weather Sirens exist in Athens County. Those locations are: The Plains and Nelsonville (1), Waterloo Township (1), Glouster (1), and Coolville (1)

Article 2. Contract Price

In an effort to assist the Responsible Party in furthering the protection of the County and the surrounding areas, the Provider is not requesting any sort of compensation for the items listed above. Responsible Party shall not be responsible for any payment to Provider for the items.

Article 3. Delivery of Items

Provider shall deliver three (3) total items which will consist of one (1) item each of the items listed in Article 1 to Responsible Party.

For the communities of Nelsonville and The Plains, their sirens are activated through the provider's office utilizing a single radio frequency. Therefore, these two communities will share (1) item each of the items listed in Article 1, for three (3) total items. All items will be installed at the provider's location.

Article 4. General Terms

4.1 Installation and Maintenance

a. Provider shall be responsible for the installation of such items that Provider has delivered pursuant to Article 3.

b. Responsible Party will be solely responsible for the maintenance of the items and any costs associated thereafter with maintaining the items. Nelsonville and The Plains will share any future maintenance costs.

c. Responsible Party shall agree that the minimum requirements for the 'WHEN TO ACTIVATE' features governing the types of alerts, selected warnings and or watches, installed in the weather receiver providing service for Athens County are:

a. When the National Weather Service initiates a Severe Thunderstorm WARNING (winds 58+ mph, large hail, severe lightening, and heavy rains);

b. When the National Weather Service initiates a Tornado WARNING; and

c. When the Athens County Emergency Management Agency has designated system testing to occur at 12 noon on the first Wednesday of each month or as otherwise directed.

d. Responsible Party may choose any other 'WHEN TO ACTIVATE' features at their own discretion as the sirens responsible party with no responsibility incurred by the Provider or any other associated party.

4.2. Warranties

a. Responsible Party understands that Provider is neither a Manufacturer nor vendor of the items listed in Article 1, that Provider is not responsible for the suitability of the items, and not responsible for the operation of the items.

b. PROVIDER HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATIONS, WARRANTY OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, VALUE, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE ITEMS IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSE AND USES OF RESPONSIBLE PARTY, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND PROVIDER SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES TO RESPONSIBLE PARTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE ITEMS AND THE MAINTENANCE THEREOF.

4.3. Secondary System Administrator

a. Athens County 9-1-1 Emergency Communications will be the secondary system administrator for activating the outdoor warning systems directly linked to 9-1-1 Communications. These sirens include, The Plains-Nelsonville and Waterloo Township, when the following conditions exist:

a. The weather receiver has failed and 9-1-1 Communications Director is directly made aware by the Responsible Party that the weather system is out of service for a designated period of time;

b. When a public safety official reports, to 9-1-1 Communications, an active funnel cloud or winds capable of producing damage and requests siren activation; and

c. When a public safety emergency occurs, the sirens may be used to alert the public of emergencies such as hazardous materials incidents and civil disturbances if requested by local government officials from Athens County.

Article 5. No Partnership

This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the Parties hereunder or any of their successor and assigns.

Article 6. Binding Effect

All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective heirs, administrators, legal representatives, successors and assigns of the parties hereto.

Article 7. Entire Agreement

This Agreement contains the entire agreement between the parties and there are no other terms express or implied, except as contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 31st day of August, 2020.

PROVIDER:

ATHENS COUNTY EMERGENCY
MANAGEMENT AGENCY

/s/ Don Gossel

EMA, Director

Witness:

ATHENS COUNTY COMMISSIONERS

/s/ Lenny Elison

Commissioner

/s/ Chris Chmiel

Commissioner

/s/ Charlie Adkins

BUYER:

OUTDOOR WEATHER SIREN

/s/ Chief Harry Barber, Nelsonville Division of Fire

Authorized Authority, Outdoor Weather Siren

Approval as to Form

/s/ Keller J. Blackburn 11/09/2020

Keller J. Blackburn, Athens County Persecutor

(Copied to page 549).

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

EMA - "ANNEX M" TERRORIST INCIDENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the "Annex M" Terrorist Incident - Copy on file in Commissioner's Office.

Purpose

To mitigate against, prepare for, prevent and respond to a terrorism incident that affects Athens County, and to;

* Present an overview of the terrorism-related hazards that potentially face Athens County and the state of Ohio.

* Describe State & Federal level agency capabilities and expertise that exist to address hazards during response operations.

* Provide an outline of the concept of operations that will be employed in response to terrorism incidents.

* Provide an outline of the assignment of responsibilities of agencies that respond to terrorism-related incidents that occur within the State.

This annex also applies to incidents of violence that do not fit the federal government's definition of terrorism.

Scope

This annex applies to all Athens County agencies that have primary responsibilities for planning for and responding to terrorist or terrorist-like incidents.

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

9-1-1 - Executive Session

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 10:24 with 911 Interim Director Aaron Maynard and Teresa Imler, to discuss the employment of a public employee.

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

RETURN TO REGULAR SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 10:51.

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

~ Let the record reflect the discussion of the employment of a new 911 Director. No Action at this time.

TRAVEL

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following Travel:

Jessie Markins, Recorder November 15-18, 2020- ORA Winter Conference- Columbus, Ohio

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

US50 SEWER - ATTY. FRANK LAVELLE, W&S SUPT. RICH KASLER, GARY SILCOTT, STANTEC EXECUTIVE SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 11:03 with Atty. Frank Lavelle, W&S Supt. Rich Kasler, Gary Silcott, Stantec, Clerk JoAnn Rockhold to discuss the Stantec Contract. (Gary Silcott).

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

RETURN TO REGULAR SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 11:17.

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

~ Let the record reflect the discussion of the Stantec Contract. (Gary Silcott)

US50 SEWER - STANTEC CONTRACT WITH GARY SILCOTT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Agreement between the Athens County Commissioners and Stantec Consulting Services, Inc., subject to USDA's approval:

AGREEMENT
BETWEEN OWNER AND ENGINEER

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of November 17th, 2020, ("Effective Date") between

Athens County Commissioners ("Owner") and Stantec Consulting Services, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

US 50 Sanitary Sewer Improvements ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: (RE-Design, Engineering, -Bidding Services;

Construction Observation, and Contract Administration. Complete Agreement on file in Commissioners Office.

(Copied to pages 550- 554).

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

~ The Bid Openings are scheduled for next week, November 24th in Common Pleas, Courtroom A in the Courthouse, 1 South Court Street.

11:30 US 50 Sewer Bid Opening Contract A

Courtroom A

12:15 US 50 Sewer Bid Opening Contract B

01:00 US 50 Sewer Bid Opening Contract C

01:45 US 50 Sewer Bid Opening Contract D

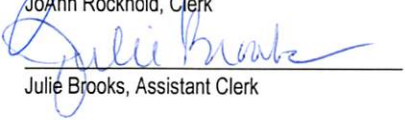
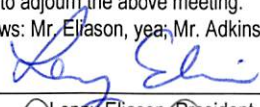
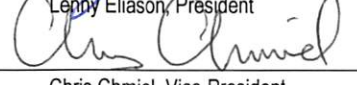
02:30 US 50 Sewer Bid Opening Contract E

~ Mr. Silcott confirmed he will send out an Addendum which will include information regarding the grinder pump hook-ups. He and Supt. Kasler will also confer with the Township Trustees regarding the Trench patch in the Bid.

ADJOURN

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

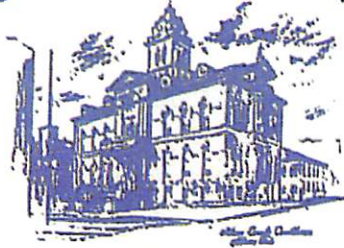
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.


JoAnn Rockhold, Clerk
Julie Brooks, Assistant Clerk
Lenny Eliason, President
Chris Chmiel, Vice-President
Charlie Adkins

Record Number	Year	Per	Journal	Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2020	11	09	11/02/2020	4877wcline	APP INC	320,092.73	0.00	Unbalanced
2	2020	11	17	11/02/2020	4877mwirick	Approp	4,115.07	0.00	Pending Approval
3	2020	11	156	11/09/2020	4877ccagg	Transfers	143.07	143.07	Pending Approval
4	2020	11	158	11/09/2020	4877ccagg	Transfers	25,000.00	25,000.00	Pending Approval
5	2020	11	159	11/09/2020	4877ccagg	Transfers	192,147.74	192,147.74	Pending Approval
6	2020	11	162	11/10/2020	4877afrendscho	Transfer	1,500.00	1,500.00	Pending Approval
7	2020	11	163	11/10/2020	4877afrendscho	Transfer	100.00	100.00	Pending Approval
8	2020	11	222	11/10/2020	4877cmckee	CERTIFY	0.00	0.00	Pending Approval
9	2020	11	229	11/10/2020	4877cmckee	TRANSFER	236.41	236.41	Pending Approval
10	2020	11	285	11/10/2020	4877smorris	Transfer	42,061.89	42,061.89	Pending Approval
11	2020	11	304	11/12/2020	4877wcline	APPRO INC	320,092.73	0.00	Unbalanced
12	2020	11	357	11/16/2020	4877wcline	CERT	2,023.82	0.00	Approved
13	2020	11	361	11/16/2020	4877mwirick	Transfer	13,828.31	13,828.31	Pending Approval
14	2020	11	383	11/17/2020	4877smorris	Transfer	3,600.00	3,600.00	Pending Approval

** END OF REPORT - Generated by JoAnn Rockhold **

Athens County Commissioners



Charlie Adkins
cadkins@athensoh.org
Chris Chmiel
echmiel@athensoh.org
Lenny Eliason, MPA
leliason@athensoh.org

15 South Court St.
Athens, Ohio 45701
(740) 592-3219
Visit us at our website:
co.athensoh.org

JoAnn Rockhold
Clerk/Admin. Assistant
jsikorski@athensoh.org
Telephone (740) 592-3292
Fax (740) 594-8010

Nov 23, 2020

Senator Frank Hoagland
1 Capital Square
Columbus, OH
43215

Dear Senator Hoagland:

The Athens County Board of Commissioners is writing to say thank you for the extension of the open meetings law virtual meeting option. We appreciate your assistance in helping our staff and the public stay safer during this COVID-19 epidemic.

We ask that you consider making this extension permanent. We have found that it is easier for the public to attend our meetings. They do not have to make a trip, find parking, or wait around for their time on our agenda. They can monitor our meetings while being productive with other things if they wish.

Please consider this as one of the ways to make it easier for the public to access their government.

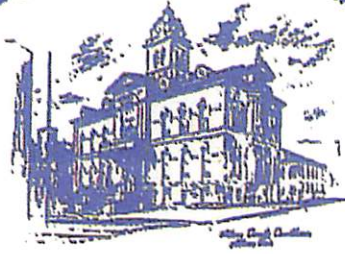
Regards,

Lenny Eliason

Charlie Adkins

Chris Chmiel

Athens County Commissioners



Charlie Adkins
cadkins@athensoh.org
Chris Chmiel
cchmiel@athensoh.org
Lenny Eliason, MPA
leliason@athensoh.org

15 South Court St.
Athens, Ohio 45701
(740) 592-3219
Visit us at our website:
co.athensoh.org

JoAnn Rockhold
Clerk/Admin. Assistant
jsikorski@athensoh.org
Telephone (740) 592-3292
Fax (740) 594-8010

November 23, 2020

Senator Sherrod Brown
801 West Superior Ave Suite 1400
Cleveland, OH
44113

Dear Senator Brown:

The Board of Athens County Commissioners supports Buckeye Hills Regional Council's call to extend the deadline of Cares Act Funding past December 31, 2020.

We ask that you support this extension. Expenses continue to mount for us in local government. We have spent our current allotment on PPE and improvements to protect our staff and the general public as the access the needed services of county government. We have also provided a small portion of our money to local businesses to help defray some of their costs as a result of COVID 19.

As we approach winter, we see rising cases in our county and anticipate an increase in our expenses and needs for additional PPE for our staff. If you need any more information, please let me know. The BOC appreciates your consideration and support in this matter.

Regards,

Lenny Eliason

Charlie Adkins

Chris Chmiel

MEMORANDUM OF UNDERSTANDING
ATHENS COUNTY CHILDREN SERVICES BOARD
AND
W. OTIS CROCKRON
MOU #0001048

This agreement, effective on the 1st of December 2020, between Athens County Children Services Board (hereinafter ACCSB) and W. Otis Crockron. ACCSB purpose of this Memorandum is to appoint and authorize an Interim Executive Director for Athens County Children Services; by appointing an Interim Executive Director, ACCSB will be able to conduct a comprehensive Executive Director search.

Terms of Memorandum:

1. ACCSB approves the appointment of W. Otis Crockron Jr. as Interim Executive Director of Athens County Children Services.
2. ACCSB approves the effective date to be the 1st day of December 2020 for W. Otis Crockron Jr. as Interim Executive Director. W. Otis Crockron Jr. is to be the Interim Executive Director until the Executive Director is filled. ACCSB approves the interim conclusion date no later than the 31st day of May 2021. Correspondingly if the Executive Search has not concluded by this date, discussions shall take place for any extension of the Interim Executive Director.
3. ACCSB authorizes W. Otis Crockron, as Interim Executive Director, in which he has the scope of authority of the Executive Director.
4. ACCSB will discuss their expectations of the Interim Executive Director, the Interim Executive Director will review and sign the Executive Director's job description.
5. ACCSB approves a 10% increase to his current salary during this Interim period which would bring W. Otis Crockron's salary to \$90,471.18. ACCSB will maintain W. Otis Crockron's current fringe benefit structure for medical, vision, dental & OPERS.
6. W. Otis Crockron has the option to apply for the Executive Director position.
7. In the event, that W. Otis Crockron is not selected for the Executive Director, he has the right to return to the Deputy Director of Finance and Operations position. The Deputy Director of Finance and Operations will not be eliminated during this Interim period.
8. W. Otis Crockron as Interim Executive Director shall understand and follow ORC 5153 rules that specifically pertain to County Children Services.

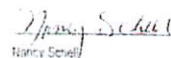
ACCS - CROCKRON - MOU 0001048

W. Otis Crockron agrees to perform duties as assigned by ACCSB

All terms and conditions of this Memorandum are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both

in witness whereof, the parties hereto have executed this Agreement on the recent date below:

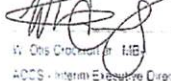
I hereby authorize this Memorandum:


Nancy Sewell

11-9-2020
Date

ACCSB - Board Chair

I hereby certify this Memorandum:


W. Otis Crockron - IE
ACCSB - Interim Executive Director

11-10-2020
Date

I hereby certify that this Memorandum is lawful:


Keller J. Bightorn, Esq.
Athens County Prosecuting Attorney

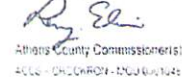
11/13/2020
Date

I hereby certify that the funds referenced in this Memorandum are available:


J. Thompson
Athens County Auditor

11.16.2020
Date

I hereby certify this Memorandum:


Athens County Commissioners
ACCS - CROCKRON - MOU 0001048

11/17/2020
Date

Agreement 9 20-021

- MATERIALS: AGGREGATE/COLD-MIX ASPHALT EMULSION, ETC. -- Reasonable direct cost of material
- SUBCONTRACTOR COSTS -- Reasonable direct subcontract costs

6. Full payment from the COMPANY shall be rendered within 45 days from the receipt of an invoice from the COUNTY. Failure to comply by the COMPANY for a period of 45 days after the COUNTY has made a written demand upon the COMPANY for such failure to comply shall subject the COMPANY to the requirements of security for future agreements and individual special haul permits for each trip in excess of weight limits existing said highways.

7. This AGREEMENT shall remain in effect so long as the COMPANY continues to operate vehicles exceeding applicable weight and size limits on the Subject Roads. At such time as the COMPANY might discontinue operating such vehicles on the Subject Roads, the COMPANY may send written notice to the COUNTY of its intent to do so. Upon such notification, all terms and provisions of this AGREEMENT shall become inoperative, except that if there are any obligations of the COMPANY hereunder that remain unfulfilled at the time of such notification, the COMPANY shall remain obligated to fulfill the same.

8. Upon the request of the COMPANY, the COUNTY shall countersign a letter for use by the COMPANY attesting whether the movement and transportation of overweight and/or oversized equipment on the Subject Roads has been properly permitted by the COUNTY and such letter shall be used as evidence of such authorization in lieu of requesting special hauling permits. It is understood that Load Limits on Bridges will be strictly adhered to and overweight and/or oversized equipment shall not be hauled across Bridges with Load Limits unless agreed upon in writing.

9. The COMPANY acknowledges that it will be installing a fiber optic conduit system across Athens County and has submitted drawings and applications for a Utility Permit for these phases of construction. The conduit installation in the County and township right-of-way will be done by horizontal drilling methods, with an open cut excavation forminging apices at the "handholes" only. If the drilling operations damage a drainage culvert (i.e., drills through a culvert), the COMPANY agrees

Zayo Group, LLC - Phase 1 RUMM - Athens County - 11-10-20

Page 2 of 8

ATHENS COUNTY, OHIO
ROAD USE / MAINTENANCE AGREEMENT
Phase 1

This AGREEMENT (the "Agreement") entered into this 10th day of November, 2020, between Zayo Group, LLC, 4130 Riverside Parkway, Suite 10, Richfield, Ohio, hereinafter called the "COMPANY" and the BOARD OF COUNTY COMMISSIONERS OF ATHENS COUNTY, OHIO, hereinafter called the "COUNTY",

WITNESSETH:

WHEREAS, that the COMPANY is desirous of using various County roads to haul overweight and/or oversized equipment and to use the public highways of said County and in lieu of requesting numerous special haul permits; and

WHEREAS, the COUNTY is charged with the maintenance of the public highways in the County; and

WHEREAS, it is the desire of both the COMPANY and the COUNTY to preserve and maintain the public roads that will be used by said COMPANY.

NOW, THEREFORE, BE IT HEREBY AGREED that in consideration of the mutual promises and benefits herein contained, the COMPANY and COUNTY agree as follows:

1. Exhibit A identifies the location of the portions of the County Roads that Company intends to use, which portions shall be referred to herein as the "Subject Roads." The "Subject Roads" are:

- (A) 1.05 Miles of CR 335-Diamond Brick Road- from the Hocking Co. line to Malmersville Gap
- (B) 0.90 Miles of CR 30-Hocking Parkway- 2 sections as shown on Spreadsheet attached.
- (C) 3.12 Miles of CR 110- Poston Station Road- from CR 661 to Lancaster Road

It is understood and agreed that the COMPANY shall not utilize any other Athens County Roads in the Phase 1 section other than the Subject Roads. The COMPANY will provide a Road Maintenance Bond for Phase 1 in the amount of \$ 557,000 made out to the Athens County Commissioners.

2. The COMPANY agrees to maintain the Subject Roads so that ordinary traffic may use the Subject

Zayo Group, LLC - Phase 1 RUMM - Athens County - 11-10-20

Page 1 of 8

Agreement 9 20-021

to replace the entire culvert and appurtenances. The COMPANY agrees to restore the disturbed areas of the right-of-way, and county roads, to at least the condition prior to construction.

12. In lieu of proper maintenance by the COMPANY, the COUNTY shall not act on behalf of, nor at COMPANY expense, until the following actions have been taken and conditions exist:

- (A). A phone call from the County Engineer's Office stating need for specific maintenance and/or restoration;
- (B). COUNTY has allowed reasonable length of time for COMPANY to perform as per request. Reasonable length of time is hereby defined as being 72 hours, weather permitting, unless otherwise authorized in writing by fax or electronic mail; and
- (C). No action taken by COMPANY.

11. Prevailing Wages for public improvements

The COMPANY, upon performing an improvement or repair of the Subject Roads, is required to comply with Ohio Revised Code 4115.03 through 4115.10 when the overall project cost to the COMPANY is fully estimated to be more than the amount prescribed in 4115.03(2)(c).

13. This AGREEMENT shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof (i.e. the maintenance and repair of county roads and structures within the Athens County Right-of-Way). The Athens County Utility Permit shall govern the location of the proposed conduit within the public right-of-way, and other installation requirements. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. This AGREEMENT may be amended only by a written agreement signed by the parties. This AGREEMENT shall be binding on the parties and upon the COMPANY's successors and assigns.

13. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

Zayo Group, LLC - Phase 1 RUMM - Athens County - 11-10-20

Page 4 of 8

Agreement 9 20-021

Roads in as good a condition as the Subject Roads presently are during the time that the COMPANY uses the Subject Roads and further agree to restore the Subject Roads at the cessation of the usage by the COMPANY to as good a condition at least equal to the condition of the surface of the Subject Roads at the time of inception of the usage by the COMPANY. The existing condition of the Subject Roads shall be documented and recorded by the COMPANY prior to the commencement of Company's use of the Subject Roads by Video Recording of Subject Roads. The COMPANY will provide one copy of the Video Recording of Subject Roads to the Athens County Engineer prior to the start of the project. Copies of the Video Recording of Subject Roads shall be kept on file at the County engineer's office. The COMPANY and COUNTY agree that there are other users on the Subject Roads and COMPANY will only be responsible for damages directly caused by COMPANY and its agents and subcontractors.

3. It is further agreed that anytime a dispute arises between the COUNTY and the COMPANY with reference to the maintenance or restoration of the Subject Roads that both parties shall inform one another promptly following the occurrence or discovery of such dispute. Authorized representatives for the COUNTY and the COMPANY shall make good faith efforts to resolve any dispute arising under this AGREEMENT.

4. Snow removal and ice control shall remain the responsibility of the COUNTY and/or TOWNSHIP, but can be sublet or performed by the COMPANY, if terms are agreed upon by both parties.

5. In the event the COMPANY fails to comply with the terms of this AGREEMENT and the COUNTY must perform necessary maintenance and/or restoration of the Subject Roads, the COUNTY will make the necessary maintenance and restoration to the Subject Roads that have been damaged and will invoice the COMPANY for labor, materials, equipment, and subcontract costs (if applicable) at the following rates:

- LABOR RATES -- Per Exhibit B Attached
- EQUIPMENT RATES -- Per Exhibit C Attached

Zayo Group, LLC - Phase 1 RUMM - Athens County - 11-10-20

Page 2 of 8

EXHIBIT A-ZAYO PHASE 1- RUMA ROUTES						
Road No.	Road Name	Work Section Length (Mi.)	Intersection From	Intersection To	County/Township	
CR 33B	Diamond Brick	1.85	Hocking Co. Line	Nelsonville Corp. Limits	Athens County	
CR 30	Hocking Parkway	0.62	Nelsonville Corp. Limits	Nelsonville Corp. Limits	Athens County	
CR 30	Hocking Parkway	0.28	Nelsonville Corp. Limits	State Route 691	Athens County	
CR 110	Poston Station	3.12	State Route 691	Lemaster Rd	Athens County	
Mileage & Bond Amount (Phase 1) =				\$587,000		
				\$ 100K / Mile		
				Bond Amount	\$ 100,000.00	
				Total	\$587,000.00	
Phase 1						
County/Township		Mileage				
Athens County		5.87				

Agreement # 20-003

14 This Agreement shall be governed by the laws of the State of Ohio

Executed in duplicate as of the dates hereinafter set forth

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year above written.

COMPANY:

COUNTY:

Zayo Group, LLC

Board of County Commissioners
Athens County, Ohio

Gillian Legstman
Name

Yang Bai

St. Director, underling
Title

Ch. Daniel

MM Maude
Athens County Engineer

Approved as to Form.

MM Maude 11/16/2020
Athens County Treasurer

WEATHER RECEIVER AGREEMENT BETWEEN ATHENS COUNTY EMERGENCY
MANAGEMENT AGENCY AND ~~The Plains Vol Fire Department~~
RESPONSIBLE PARTY, OUTDOOR WEATHER SIREN

THIS AGREEMENT is made 29 day of October, 2020, by and between Athens County
Emergency Management Agency, hereinafter referred to as "Provider", and ~~The Plains Vol Fire Department~~ Outdoor
Weather Siren, hereinafter referred to as "Responsible Party", collectively referred to as the "Parties".

Article 1. Recitals

On or about April 1, 2017, the Athens County Emergency Management Agency purchased or decided to purchase
the following items for Provider:

1. (1) WX-250 Weather Receiver;
2. (1) Receiver Antenna and Cables; and
3. (1) Any programming software provided with the weather receiver.

Subsequently, the Athens County Emergency Management Agency obtained these items and provided such items
to Buyer. The use of such items are for the Outdoor Weather Sirens within the County. Provider has decided to
provide one (1) of each one of the items listed above for a total of three (3) items to each one of the communities
where current Outdoor Weather Sirens exist in Athens County. Those locations are: The Plains and Nelsonville
(1), Waterloo Township (1), Gloucester (1), and Coolville (1)

Article 2. Contract Price

In an effort to assist the Responsible Party in furthering the protection of the County and the surrounding areas,
the Provider is not requesting any sort of compensation for the items listed above. Responsible Party shall not be
responsible for any payment to Provider for the items.

Article 3. Delivery of Items

Provider shall deliver three (3) total items which will consist of one (1) item each of the items listed in Article 1 to
Responsible Party.

For the communities of Nelsonville and The Plains, their sirens are activated through the provider's office
utilizing a single radio frequency. Therefore, these two communities will share (1) item each of the items listed in
Article 1, for three (3) total items. All items will be installed at the provider's location.

Article 4. General Terms

4.1 Installation and Maintenance

- a. Provider shall be responsible for the installation of such items that Provider has delivered
pursuant to Article 3.
- b. Responsible Party will be solely responsible for the maintenance of the items and any costs
associated thereafter with maintaining the items. Nelsonville and The Plains will share any future
maintenance costs.

- c. Responsible Party shall agree that the minimum requirements for the 'WHEN TO ACTIVATE'
features governing the types of alerts, selected warnings and or watches, installed in the weather
receiver providing service for Athens County are:
 - a. When the National Weather Service initiates a Severe Thunderstorm WARNING (winds
58+ mph, large hail, severe lightning, and heavy rains);
 - b. When the National Weather Service initiates a Tornado WARNING; and
 - c. When the Athens County Emergency Management Agency has designated system testing
to occur at 12 noon on the first Wednesday of each month or as otherwise directed.
- d. Responsible Party may choose any other 'WHEN TO ACTIVATE' features at their own
discretion as the sirens responsible party with no responsibility incurred by the Provider or any
other associated party.

4.2. Warranties

- a. Responsible Party understands that Provider is neither a Manufacturer nor vendor of the items
listed in Article 1, that Provider is not responsible for the suitability of the items, and not
responsible for the operation of the items.
- b. PROVIDER HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY
REPRESENTATIONS, WARRANTY OR COVENANT, EXPRESS OR IMPLIED WITH
RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY,
VALUE, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE ITEMS IN
ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSE
AND USES OF RESPONSIBLE PARTY, OR ANY OTHER REPRESENTATION,
WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED,
WITH RESPECT THERETO AND PROVIDER SHALL NOT BE OBLIGATED OR LIABLE
FOR ACTUAL, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER
DAMAGES TO RESPONSIBLE PARTY OR ANY OTHER PERSON OR ENTITY ARISING
OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR
PERFORMANCE OF THE ITEMS AND THE MAINTENANCE THEREOF.

4.3. Secondary System Administrator

- a. Athens County 9-1-1 Emergency Communications will be the secondary system administrator for
activating the outdoor warning systems directly linked to 9-1-1 Communications. These sirens
include, The Plains-Nelsonville and Waterloo Township, when the following conditions exist:
 - a. The weather receiver has failed and 9-1-1 Communications Director is directly made
aware by the Responsible Party that the weather system is out of service for a designated
period of time;
 - b. When a public safety official reports, to 9-1-1 Communications, an active funnel cloud or
winds capable of producing damage and requests siren activation; and
 - c. When a public safety emergency occurs, the sirens may be used to alert the public of
emergencies such as hazardous materials incidents and civil disturbances if requested by
local government officials from Athens County.

Article 5. No Partnership

This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship
between the Parties hereunder or any of their successor and assigns.

Article 6. Binding Effect

All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the
respective heirs, administrators, legal representatives, successors and assigns of the parties hereto.

Article 7. Entire Agreement

This Agreement contains the entire agreement between the parties and there are no other terms express or implied,
except as contained herein.

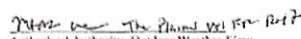
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 29 day of

October, 2020

PROVIDER:
ATHENS COUNTY EMERGENCY
MANAGEMENT AGENCY


Don Gossel
EMA, Director




BUYER:
OUTDOOR WEATHER SIREN


Authorized Authority, Outdoor Weather Siren

Opt Out Provision (Please sign/initial if
the RESPONSIBLE PARTY declines the items)

Witness:

ATHENS COUNTY COMMISSIONERS


Commissioner

Commissioner

Commissioner

APPROVAL AS TO FORM:


Keller J. Blackburn, Athens County Prosecutor

WEATHER RECEIVER AGREEMENT BETWEEN ATHENS COUNTY EMERGENCY MANAGEMENT AGENCY AND Nelsonville Township RESPONSIBLE PARTY, OUTDOOR WEATHER SIREN

THIS AGREEMENT is made on 21st day of August, 2020, by and between Athens County Emergency Management Agency, hereinafter referred to as "Provider", and Nelsonville Township Outdoor Weather Siren, hereinafter referred to as "Responsible Party", collectively referred to as the "Parties"

Article 1. Recitals

On or about April 1, 2017, the Athens County Emergency Management Agency purchased or decided to purchase the following items for Provider:

1. (1) WX-250 Weather Receiver;
2. (1) Receiver Antenna and Cables; and
3. (1) Any programming software provided with the weather receiver

Subsequently, the Athens County Emergency Management Agency obtained these items and provided such items to Buyer. The use of such items are for the Outdoor Weather Sirens within the County. Provider has decided to provide one (1) of each one of the items listed above for a total of three (3) items to each one of the communities where current Outdoor Weather Sirens exist in Athens County. Those locations are: The Plains and Nelsonville (1), Waterloo Township (1), Ghanter (1), and Coalville (1).

Article 2. Consideration

In an effort to assist the Responsible Party in furthering the protection of the County and the surrounding areas, the Provider is not requesting any sort of compensation for the items listed above. Responsible Party shall not be responsible for any payment to Provider for the items.

Article 3. Delivery of Items

Provider shall deliver three (3) total items which will consist of one (1) item each of the items listed in Article 1 to Responsible Party.

For the communities of Nelsonville and The Plains, their sirens are activated through the provider's office utilizing a single radio frequency. Therefore, these two communities will share (1) item each of the items listed in Article 1, for three (3) total items. All items will be installed at the provider's location.

Article 4. General Terms

4.1 Installation and Maintenance

- a. Provider shall be responsible for the installation of such items that Provider has delivered pursuant to Article 3.
- b. Responsible Party will be solely responsible for the maintenance of the items and any costs associated thereafter with maintaining the items. Nelsonville and The Plains will share any future maintenance costs.

- c. Responsible Party shall agree that the minimum requirements for the "WHEN TO ACTIVATE" features governing the types of alerts, selected warnings and or watches, installed in the weather receiver providing service for Athens County are:
 - a. When the National Weather Service initiates a Severe Thunderstorm WARNING (winds 58+ mph, large hail, severe lightning, and heavy rains);
 - b. When the National Weather Service initiates a Tornado WARNING; and
 - c. When the Athens County Emergency Management Agency has designated system testing to occur at 12 noon on the first Wednesday of each month or as otherwise directed.
- d. Responsible Party may choose any other "WHEN TO ACTIVATE" features at their own discretion as the sirens responsible party with no responsibility incurred by the Provider or any other associated party.

4.2. Warranties

- a. Responsible Party understands that Provider is neither a Manufacturer nor vendor of the items listed in Article 1, that Provider is not responsible for the suitability of the items, and not responsible for the operation of the items.
- b. PROVIDER HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATIONS, WARRANTY OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, VALUE, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE ITEMS IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSE AND USES OF RESPONSIBLE PARTY, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND PROVIDER SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES TO RESPONSIBLE PARTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE ITEMS AND THE MAINTENANCE THEREOF.

4.3. Secondary System Administrator

- a. Athens County 9-1-1 Emergency Communications will be the secondary system administrator for activating the outdoor warning systems directly linked to 9-1-1 Communications. These sirens include, The Plains-Nelsonville-and Waterloo Township, when the following conditions exist:
 - a. The weather receiver has failed and 9-1-1 Communications Director is directly made aware by the Responsible Party that the weather system is out of service for a designated period of time;
 - b. When a public safety official reports, to 9-1-1 Communications, an active funnel cloud or winds capable of producing damage and requests siren activation; and
 - c. When a public safety emergency occurs, the sirens may be used to alert the public of emergencies such as hazardous materials incidents and civil disturbances if requested by local government officials from Athens County.

Article 5. No Partnership

This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the Parties hereunder or any of their successor and assigns.

Article 6. Binding Effect

All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective heirs, administrators, legal representatives, successors and assigns of the parties hereto.

Article 7. Entire Agreement

This Agreement contains the entire agreement between the parties and there are no other terms express or implied, except as contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 21st day of

August, 2020

PROVIDER:
ATHENS COUNTY EMERGENCY
MANAGEMENT AGENCY

[Signature]
Don Gossett
EMA, Director

BUYER:
OUTDOOR WEATHER SIREN

[Signature]
Nelsonville Township
Authorized Authority, Outdoor Weather Siren

Opt Out Provision (Please sign/print if the RESPONSIBLE PARTY declines the terms)

Witness [Signature]

ATHENS COUNTY COMMISSIONERS

[Signature]
Commissioner
[Signature]
Commissioner
[Signature]
Commissioner

APPROVAL AS TO FORM

[Signature] 11/01/2020
Keller J. Blackburn, Athens County Prosecutor

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effected as of

Between County Commissioners
("Owner") and
("Engineer") and
US 50 Landmark Survey as part, to generally identified as follows:

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Site-Specific Engineering, Planning

Construction Observation, and Contract Administration.

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and procedures that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all

reports, reports, data, and other information furnished by Owner to Engineer pursuant

to this Agreement. Engineer may use and rely upon such requirements, programs,

Agreement, reports, data, and information in performing or furnishing services under this

Agreement, subject to any express limitations or reservations applicable to the furnished

information. Owner shall give prompt written notice to Engineer whenever Owner observes or

otherwise becomes aware of:

1.02 General

A. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

B. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

C. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

D. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

E. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

F. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

G. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

H. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

I. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

J. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

K. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

L. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

M. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

N. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

O. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

P. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

Q. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

R. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

S. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

T. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

U. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

V. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

W. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

X. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

1. any development that affects the scope or time of performance of Engineer's services

2. the presence at the site of any construction of any kind

3. any reference, material defect or non-compliance by (a) Engineer's services, (b) the

Work, (c) the performance of any construction, or (d) Owner's performance of the

responsibilities under this Agreement.

4.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

4.02 Termination

A. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

B. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

C. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

D. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

E. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

F. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

G. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

H. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

I. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

J. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

K. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

L. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

M. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

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S. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

T. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

U. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

V. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

W. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

X. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

Y. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

Z. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

AA. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

AB. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

AC. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

AD. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

AE. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

AF. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

AG. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

AH. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

AI. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

AJ. Engineer shall comply with applicable laws, rules, regulations, and standards of practice.

[illegible][illegible]

32. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance, counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. **Work Change Directive**—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. **AGENCY**—The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.
- B. **Day:**
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. Not used.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 Total Agreement

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Federal Requirements

A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed. Notwithstanding the foregoing, Owner's right to inspect, copy and audit shall not extend to the composition of Engineer's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-3048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - lower tier transactions," to the Owner who will forward it to the USDA, Rural Development processing office.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Athens County Commissioners

Engineer: [REDACTED]

By: [Signature]
Print name: Lenny Ellison
Title: President
Date Signed: 11/17/20

By: [Signature]
Print name: [REDACTED]
Title: Principal
Date Signed: 11/3/2020

Engineer License or Firm's Certificate No. (if required):
FIRM 02585
State of: [REDACTED]

Address for Owner's receipt of notices:
15 S. Court Street, 2nd Floor
[REDACTED]
Athens, OH 45701

Address for Engineer's receipt of notices:
[REDACTED]
Logan, OH 43138

Designated Representative (Paragraph 8.03.A):
Lenny Ellison
Title: President
Phone Number: [REDACTED]
E-Mail Address: [REDACTED]

Designated Representative (Paragraph 8.03.A):
Gary D. Slocum, Jr., P.E.
Title: Principal
Phone Number: [REDACTED]
E-Mail Address: [REDACTED]

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