

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, February 23, 2021, 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 Feb. 23, 2021 - Convenes at 9:30 a.m. via Zoom

Approve Agenda

Approve Minutes from February 16, 2021

Approve Appropriations, Transfers, New Line Items Requests/Changes

Fund to Fund Transfer - DJFS

\$169,639.99 from 571.1286.589000 Transfer Out, into 579.2579.422101 Transfer In

Approve Bills

09:30 EMS Chief Rick Callebs

09:45 DJFS Dir. Jean Demosky

10:00 ACBDD - March Developmental Disability Month

10:15 Dog Tag Sales

10:30 Dog Tag Sales

~ AGENDA ITEMS

Amended Certificate

Proclamation Request: March Senior Nutrition Month

Planner Job Description

Athens County Private Appointment to GPC

184 N. Lancaster Street Property

911 Vehicle

Clerk of Courts Surplus

Planners office- Job Posting and Administrative Assistant

Engineer - Force Account Resolution

Retirement Resolution - Mark Rhoades

ACCS/Sheriff Contract - (FVI)

Scrap Tire Depot Renewal

Furnace Lower Law Library - Replacement \$2895

US50 Sewer Notice to Proceed

US50 Sewer Lavelle Pay Request

US50 Sewer - Resolution W&S Pollution Control Fund Loan Fund

Add: Ferndale Park

Travel - Lenny NACo (Virtual)

Fiscal Recovery Covid-19 Funds Support Letter

Records Center Building - Insulation

~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 February 16, 2021.

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 following Fund to Fund Transfer:

Fund to Fund Transfer - DJFS

\$169,639.99 from 571.1286.589000 Transfer Out, into 579.2579.422101 Transfer In

(Copied to page 100).

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: 02/10/2021 To: 02/18/2021 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.

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: 02/17/2021 To: 02/23/2021 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.

EMS CHIEF RICK CALLEBS

Chief Callebs discussed having a Dedication Ceremony for the new EMS Station, located at 21 Kenny Drive in Athens. They have just received their Certificate of Occupancy, and hope to start operating from there by March 1st. They are almost moved out of the office space in The Plains and have most everything moved from EMS station 51 on West Union Street. The EMS station on West Union Street, in service since 1977, will be decommissioned and permanently close. The leased office space in The Plains will revert back to the Athens County Water and Sewer District. The Commissioners feel that by the tentative date of April 6th, weather permitting, they can have a Dedication Ceremony, while maintaining social distancing purposes. Chief Callebs will put together a Press Release for this Event to bring back to the Board. He also mentioned that Chief Rymer, from the Athens Fire Dept., requested additional alarm buzzers on the Administration/Training side of the building. They are in the process of getting price quotes for these alarms by the end of the week. Commissioner Adkins will contact the Attorney and let him know that they should be vacated from the current EMS Station 51, on W. Union Street, by the end of March, for lease purposes.

DJFS DIR. JEAN DEMOSKY - Agenda Misc. Items**COMMISSIONERS**

2-23-21

ACDJFS

I. Approval/Acceptance of the ACDJFS Title XX Plan & Profile (attached) The Athens County Family Services Planning Committee approved the proposed changes to our Title XX Plan at the 2/2/21 meeting. See motion below.

II. Labor Relations/HR Attorney Services RFP See motion below.

a. Protest Process

III. CSEA Top Performers in Small/Medium Area The Commissioners would like to acknowledge the efforts by these employees.

a. Current Support Disbursed +2.28% Dir. Demosky will get the names of these employees to acknowledge.

IV. New Hires See motion below.

V. State & Local Coronavirus Fiscal Recovery Funds? - Dir. Demosky will email the Commissioners the information regarding this. Commissioner Chmiel will discuss further during the meeting later today.

DJFS TITLE XX PLAN & PROFILE Amendment / Revised Plan: February 2, 2021

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing Commissioner Eliason's signature on the ACDJFS Title XX Social Services Plan as recommended by DJFS Dir. Jean Demosky:

The following represents the Athens County Department of Job & Family Services Plan for providing federally and state funded Title XX services to eligible recipients residing within Athens County. The revised plan shall remain in effect until September 30, 2021. The Athens

County Department of Job & Family Services may modify the plan if so warranted. Added Transportation without regard to income, updated the poverty guidelines to 2021, updated profile with expanded dollars to help clients with housing and transportation. Copy of plan 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 LABOR RELATIONS/HR ATTORNEY SERVICES RFP / Protest Process

Authorization requested by Dir. Demosky to put out an RFP for additional labor relations and HR attorney legal services.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the request by Director Demosky to put out an RFP for additional labor relations and HR attorney legal services.

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

Related to this RFP, she discussed the protest process - and the decision for them to go to them or come to the Commissioners. The verbage in the RFP states that it goes to them. Commissioner Eliason stated that the procedure should remain the same, with decisions coming to the Commissioners.

DJFS NEW HIRES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following new hires as recommended by DJFS Director, Jean Demosky:

Natalee Andrews, Eligibility Referral Specialist 2	\$17.58 hr.	Starting Date: March 8, 2021
Carey Justice, Eligibility Referral Specialist 2	\$17.58 hr.	Starting Date: March 8, 2021
Nina Sharpe, Business Administrator	\$29.87 hr.	Starting Date: March 8, 2021

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

ACBDD - MARCH DEVELOPMENTAL DISABILITY MONTH

Presentation by ACBDD Director Kevin Davis, Arian Smedley, Autumn Brown and William (Billy) Peacock

A motion was made by Mr. Chmiel and seconded by Mr. Adkins declaring March as Developmental Disabilities Awareness Month:

Proclamation for Developmental Disabilities Awareness Month

March 1-31, 2021

WHEREAS the purpose of the Athens County Board of Developmental Disabilities (ACBDD) is to provide vital supports and resources to over 700 Athens County residents with developmental disabilities and their families; and, WHEREAS the mission of the ACBDD is to serve our community with compassion, innovation, and transparency; and, WHEREAS the vision of the ACBDD is an integrated and inclusive Athens County; and WHEREAS the most effective way to create an integrated and inclusive community is through everyone's participation in community activities and the openness to learn and acknowledge each individual's contribution; and WHEREAS policies must be developed, attitudes shaped, and opportunities offered that allow people with developmental disabilities to live as independently and productively as possible in our community; and WHEREAS we encourage all citizens to foster and support such opportunities that include full access to education,

housing, employment, and recreational activities; and
WHEREAS this year's theme is "Healthy You. Healthy Me. Healthy Community," which provides us an opportunity to shine a spotlight on the hard work that has been done to keep everyone healthy and safe during the COVID-19 pandemic. Now, therefore, we the Athens County Commissioners, do hereby proclaim March 2021 as

DEVELOPMENTAL DISABILITY AWARENESS MONTH

and offer full support to efforts that assist people with developmental disabilities to make choices that enable them to live successful lives and realize their potential in a safe and healthy way; and

Furthermore, we urge all citizens to join in this celebration by spreading awareness of the many contributions offered by people with developmental disabilities in our community.

Signed this 23rd day, of February 2021

Attested:

/s/ Lenny Eliason, President

/s/ JoAnn Rockhold, Clerk

/s/ Chris Chmiel, Vice-President

(Presentation flyer copied to page 101).

/s/ Charlie Adkins

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 February 23, 2021, 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.

PROCLAMATION REQUEST: MARCH SENIOR NUTRITION MONTH

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to declare March as "Senior Nutrition Month" in Athens County .
Senior Nutrition Month Proclamation

Whereas 21% of Ohio's senior population is threatened by hunger and

Whereas a result of the COVID-19 pandemic, an even greater number of older adults are experiencing food insecurity, and many seniors are lonelier than before the pandemic and

Whereas this proclamation helps bring attention to the hunger and isolation that seniors in our community face each and every day and

Whereas the national network of Meals on Wheels programs has named the Month of March - "March for Meals," which is an opportunity to celebrate Meals on Wheels, volunteer, fundraise, and rally around vulnerable seniors who rely on this much-needed service and

Whereas the Board of Commissioners would like to recognize HAPCAP for their work in not only delivering well-balanced meals to our home-bound seniors, but providing a safety and wellness check and providing company to our seniors in Athens County experiencing isolation and

Whereas we support a solution that helps to meet the nutritional and social needs of seniors in our community.

Now Therefore Be It Resolved that the Board of Athens County Commissioners does hereby declare March as "Senior Nutrition Month" in Athens County.

Signed 23rd day of February, 2021

/s/ Lenny Eliason, President

/s/ Chris Chmiel, Vice-President

/s/ Charlie Adkins, Commissioner

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

PLANNER JOB DESCRIPTION

Interviews for the two candidates to be set up during next weeks meeting. Mr. Chmiel is still working on changes to be discussed next week.

ATHENS COUNTY PRIVATE APPOINTMENT TO GPC

Mr. Chmiel will contact Paul Isherwood, the new Broadband Coordinator for Athens County, to interview for this appointment during next weeks meeting.

184 N. LANCASTER STREET PROPERTY

Mr. Eliason stated that this property cannot be listed with a Real Estate Agent, can only be sold through sealed bid or Auction.

They will review for further discussion next week.

911 VEHICLE

Mr. Adkins got a quote from Don Wood Ford for a 2021 Hybrid Escape, state purchasing price of \$26,467.00.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the purchase of a 2021 Hybrid Escape, state purchasing price of \$26,467.00, for the 911 Department, and authorize signatures on all related documentation.

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

DOG TAG SALES DISCUSSION

Discussion with Auditor Jill Thompson, Dog Warden Ryan Gillette, Kirk Shaw, Assistant Co. Prosecutor, regarding the Resolution passed earlier pertaining to penalties. The following Resolution approved on January 19th, still applies:

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approved the extension of the sale of dog licenses until July 1, 2021 without penalty as stated in the opinion below of the Prosecuting Attorney's Office:

HB 404, as enrolled, defines "license" for the bill as "any license, permit, certificate, commission, charter, registration, card, or other similar authority that is issued or conferred by a state agency, a political subdivision of this state, or an official of a political subdivision of this state." Sec. 11(A)(1). This would encompass dog licenses.

The extension for these licenses works as follows: "[I]f a person is required by law to take action to maintain the validity of a license on or after March 9, 2020, but not beyond April 1, 2021, notwithstanding the date by which action with respect to that license is required to be taken in accordance with that law, the person shall take that action not later than July 1, 2021." Sec. 11(C)(1).

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

CLERK OF COURTS & TITLE OFFICE SURPLUS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following County Property Declared Surplus items as requested by the Clerk of Courts, all items to be destroyed:

Large Wallmount Mirror - SeeAll Destroy

Toshiba Copier Model# eStudio203L Serial# CQA824390 Destroy

Laser Jet Printer Model# LaserJet1320 Serial #CNHC614085 Destroy

Title Office 12 - 11x17 Binders, 3 office chairs, 1 keyboard tray w/connected mouse pad Destroy

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

PLANNER'S OFFICE - JOB POSTING AND ADMINISTRATIVE ASSISTANT

The Job Posting was discussed earlier today.

EXECUTIVE SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 10:25 with Clerk JoAnn Rockhold to discuss employment of a public employee.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, 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 10:30.

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

PLANNER - ADMINISTRATIVE ASSISTANT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to hire Laura Olbers as a full-time Administrative Assistant for the County Planner's Office at \$18.00 hour, effective immediately.

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

ENGINEER FORCE ACCOUNT RESOLUTION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Force Account Resolution as recommended by the County Engineer's Office:

RESOLUTION

WHEREAS, the Board of County Commissioners has decided that the health, welfare and safety of the people of Athens County can best and most efficiently be served by the "Force Account" ; in matters pertaining to maintenance, repair, construction, and reconstruction of Athens County roads, bridges, etc.; and,

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Athens County, Ohio, does hereby authorize Jeff Maiden, Athens County Engineer to use the existing county employee forces and proceed by "Force Account" ;, as outlined in Section 5543.19 of the Ohio Revised Code, in the maintenance, repairs, construction of roads, bridges, and culverts in Athens County during the year 2021; and,

BE IT FURTHER RESOLVED that the Athens County Commissioners reserve unto themselves the right and authority to make all purchases of material and equipment required in the maintenance, repair, construction of roads, bridges, culverts in Athens County during the year 2021, except that as the Board may from time to time by resolution designate such purchasing authority to Jeff Maiden, County Engineer; and,

WHEREAS, the Ohio Revised Code Section 153.64, 4931 and 4933, provides to the Board of County Commissioners, the authority to control the installation and placement of any public utilities within the dedicated public right-of-ways of all County maintained highways; and,

WHEREAS, the Ohio Revised Code Section 5589 and 5543 provides to the Board of County Commissioners, the authority to control any digging and excavating on or along a County maintained highway and for the placement of a private driveway approach to a County maintained highway; and, WHEREAS, the Ohio Revised Code Section 4513.34 provides to the Board of County Commissioners, the authority to permit oversize and overweight vehicles using County maintained highways.

THEREFORE, BE IT RESOLVED that the Board of Athens County Commissioners does hereby authorize the Athens County Engineer to develop and administer permits for the above described activities

within County road right-of-ways and to keep said permits with the permanent road records of Athens County; and, The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.
Signed this 23rd day of February, 2021

Attested:

Lenny Eliason, President

JoAnn Rockhold, Clerk

Chris Chmiel, Vice-President

Charlie Adkins

(Copied to page 102).

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

RETIREMENT RESOLUTION MARK RHOADES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Retirement Resolution for Juvenile Court employee Mark Rhoades:

Whereas, the Athens County Commissioners desire to honor Mark Rhoades, for his dedication and loyalty to the Athens County Probate/Juvenile Court, and
Whereas, Mark has worked as the Director of Diversion Programs since January 5, 1995, for the Athens County Probate/Juvenile Court, and
Whereas, that we, the Athens County Commissioners offer our wholehearted appreciation to Mark Rhoades for a job well done and his 26 years of outstanding service to the Athens County Probate/Juvenile Court

THEREFORE, BE IT RESOLVED, The Athens County Commissioners do hereby declare February 26, 2021 to be "Mark Rhoades Day" in Athens County, Ohio.

Signed this 23rd day of February, 2021

Attested:

Lenny Eliason, President

JoAnn Rockhold, Clerk

Chris Chmiel, Vice-President

Charlie Adkins

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

ACCS/SHERIFF CONTRACT (FVI)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following

CONTRACT TO PURCHASE SERVICES

This contract is entered into by and between Athens County Children Services (hereinafter "ACCS") and Athens County Sheriffs Office (hereinafter "Sheriff").

PURPOSE FOR AGREEMENT

WHEREAS, ACCS desires to enter into an agreement with Sheriff for Sheriff to assign to ACCS a deputy sheriff to provide a full-time Family Violence Investigator (FVI), the parties hereby enter into the following CONTRACT

Time Period of Agreement:

This CONTRACT shall be effective for a period of one year beginning on January 1, 2021 through December 31, 2021, unless otherwise terminated.

Contract Compensation: ACCS will pay a maximum amount of \$90,000.00 (Ninety Thousand Dollars and Zero Cents), to Sheriff for the work set forth in this agreement, including approved time off taken by the FVI. Copy of Contract 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.

SCRAP TIRE DEPOT RENEWAL

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Ohio EPA Renewal Form for Scrap Tire Removal and Cleanup for Counties and Local Governments, as requested by Mike Cooper, Health Dept.

During the 1993 creation of the Ohio Scrap Tire Laws, the Ohio General Assembly included Ohio Revised Code (OR C) 3734.8S(E) in the statute that allows for state-funded cleanups without subsequent cost recovery of small tire piles (fewer than 2,000 tires) provided that six specific conditions are met (below). In 2012, the Ohio General Assembly increased the maximum number of eligible tires under this statute from 2,000 to 5,000 tires per site.

Scrap Tire Consent and Program Eligibility

This instruction sheet applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities for removal of illegally dumped scrap tires on public property or right of ways.

The Scrap Tire Consent Form is to be used for scrap tire sites having no less than 100 tires and no more than 5,000 tires.

The scrap tires may be any size and may be un-mounted or on rims. Tires collected during tire amnesty collection events are not eligible for pick-up and disposal under this program. 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.

FURNACE LOWER LAW LIBRARY - REPLACEMENT

Maint. Supv. Jeff Gabriel discussed the furnace, it is 20 years old beyond repair and needs replaced.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the expenditure of \$2895 for a new furnace unit at the Law Library in the Courthouse.

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

Also discussed by Commissioner Adkins, was the Records Center in Glouster and the need for additional insulation in the back receiving room, along with additional LED lighting.

RECORDS CENTER ADDITIONAL INSULATION/LIGHTING EXPENDITURE APPROVED

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the expenditure of up to \$8,000.00 for a drop ceiling with additional insulation and lighting to be added at the Records Center in Glouster. LED lighting will be installed.

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

MAINTENANCE STAFF ACKNOWLEDGMENT

~ The Commissioners want to acknowledge and Thank the entire Maintenance Staff for all of the hard work they have done over this past Winter, keeping the building and grounds operating smoothly.

US50 SEWER NOTICE TO PROCEED

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following three (3) Notice to Proceed Notices for the US50 Sanitary Sewer Improvements Project:

Fields Excavating	Engineer's Project No. 173409673	Contract Name: A & C	
TAM Construction	Engineer's Project No. 173409673	Contract Name: B & D	
D.V. Weber Construction, Inc.	Engineer's Project No. 173409673	Contract Name: E	(Copied to pages 103-105).

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

US50 SEWER USDA / LAVELLE PAY REQUEST

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the USDA Estimate of Funds Needed for 30 Day Period

Commencing January 2021, in the amount of \$132,236.36. Copies on file in Commissioners Office.

(Copied to page 106).

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

US50 SEWER - RESOLUTION W&S POLLUTION CONTROL FUND LOAN FUND

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Resolution No.223-113 Water Pollution Control Loan Fund (WPCLF) Agreement:

Resolution No.223-113

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

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

Whereas, the County of Athens intends to apply for Water Pollution Control Loan Fund (WPCLF) construction of the wastewater facilities; and

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

SECTION 1. That the Board President be and is hereby authorized to apply for a WPCLF loan, sign all documents for and enter into a Water Pollution Control Loan Fund (WPCLF) with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for construction of wastewater facilities on behalf of the County of Athens, Ohio.

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

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

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

Signed this 23 rd day, of February 2021

Attested:

/s/ Lenny Eliason, President

JoAnn Rockhold, Clerk

/s/ Chris Chmiel, Vice-President

/s/ Charlie Adkins

(Copied to page 107).

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

FERNDAL PARK BASEBALL AGREEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Ferndale Park Baseball Agreement with added updated Covid-19 language following the State's protocols to be added by the Prosecuting Attorney's office.

(Copied to page 108-109).

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

FISCAL RECOVERY COVID-19 FUNDS SUPPORT LETTER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following letter to be sent to Senators Portman and Brown and to Congressman Stivers and Johnson

Dear _____:

With the coronavirus pandemic raging on, and the resulting public health and economic impacts wreaking havoc on local governments, The Board of Athens County Commissioners is asking for your support to provide direct and flexible aid to local governments.

Throughout the pandemic, counties have dug into our reserves, leveraging essential federal investments, to help curtail the virus, keep our small businesses alive, and serve our most vulnerable residents, including our seniors, children, unemployed, sick, and 3.6 million county frontline workers. Our expenses are skyrocketing.

As counties continue to respond to the pandemic, we focus on effective governance – public health and economic recovery – over partisan politics. We are committed to working in a bipartisan fashion to secure direct, flexible and equitable funding for counties of all sizes, with the shared goal of keeping our residents healthy and our communities safe and vibrant.

The light is at the end of the tunnel. We call for strong bipartisan support in finishing the fight against the coronavirus pandemic together. You can play a major role in this process. We ask that you support counties by voting for us.

Regards

Lenny Eliason, President

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

TRAVEL

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

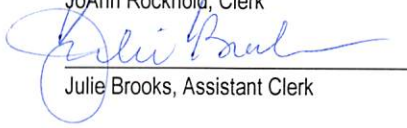
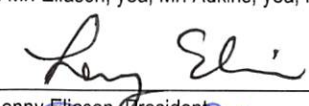
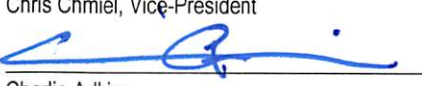
Commissioner Lenny Eliason - 2021 Virtual NACo Legislative Conference - March (various days/sessions)

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

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

Fund To Fund Transfer
Request Form

From Fund 571 TRANSFER OUT
Number Name
To Fund 579 BUILDING FUND
Number Name

ATHENS CO JFS

Agency or Department

TRACY HELBER

Requested By

2/22/21

Date

Reason for Transfer: FUNDS TRANSFER TO FUND 579 TO MAKE
PAYMENT ON BUILDING BOND.

RECEIVED

FEB 22 2021

Jill Thompson
Athens County Auditor

Please process a Fund to Fund Transfer in the amount of \$ 169,639.99

From 571 1286 589000 TRANSFER OUT
Expense Line-Item Line-Item Name
To 579 2579 422101 TRANSFER IN
Revenue Line-Item Line-Item Name

Tracy Helber
Authorized Signature

2/22/21
Date

AUDITOR & COMMISSIONERS USE ONLY

Athens County Commissioners Approval Needed?

YES ☒ NO ☐

Request has been

Approved ☐Denied ☐Tabled ☐

Approval Signatures

C. L. L. L.
Auditor's Office

02.22.2021
Date

[Signature]
Commissioners Office

2.23.21
Date

APPROVED

SUBMIT THIS FORM TO THE COUNTY AUDITOR'S OFFICE**P-5**



March activities for Virtual DD Awareness Month

The ACBDD is gearing up for an all virtual commemoration of Developmental Disabilities Awareness Month in March. This year's theme is "Healthy You. Healthy Me. Healthy Community." We will use this month to shine a spotlight on all the hard work that has been done to keep everyone safe during these challenging times. Below is a list of things to look out for leading up to and during March 2021. We hope you can join and partake.

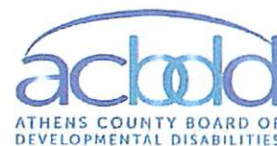
Make a sign for the Virtual March on Court Street (Submit by Feb. 22, 5 p.m.)

Want to be a part of our Virtual March on Court Street? Make a sign that promotes inclusion or showcases diverse abilities. Take a picture of you or a friend holding it up, like you would during the march. Send it to Autumn Brown, and she will include it in an upcoming "Virtual March on Court Street" video. Email or text your photos to abrown@athenscbbd.org or (740) 856-8539 by Feb. 22, 5 p.m.



Athens County and City to declare March 2021 DD Awareness Month

On Feb. 23rd, the Athens County Commissioners will officially declare March 2021 DD Awareness Month for the county. Athens Mayor Steve Patterson will do the same on March 3rd. A few of our friends will be joining both the Commissioners and the Mayor during their respective meetings, so be sure to tune in. You won't want to miss it! Look for the Zoom link on the Commissioner's website and watch the Mayor's live stream on Facebook.



The Athens NEWS ACBDD Special Edition publishes on March 3rd

The A-NEWS ACBDD Special Edition, now in its 11th year, will be published on March 3rd. This is an excellent way for us to educate the community about the various DD services and providers available in the county. Be sure to pick up a copy on this day to learn about the ACBDD, our community partners, and about the work being done to keep people healthy and safe during the pandemic.



Everyone is welcome to Virtual Lunch & Learn (Every Tuesday at noon)

Each Tuesday in March at noon, the Advocacy Ambassadors will share a presentation or lead a discussion on different topics related to advocacy, rights and inclusion. Join us! The Zoom link, which is [here](#), will be the same every week.



Virtual Lecture Series: Noah Trembly to speak on inclusion and barriers March 10th and March 24th at 6:30 p.m.

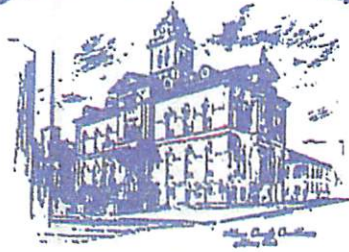
Noah Trembly of Noah Trembly Enterprises will provide two virtual presentations, both at 6:30 p.m. Lecture One, on March 10th, will be about inclusion. Lecture Two, on March 24th, will be about barriers he personally has faced. He is hopeful the lectures will inspire others to get involved with inclusion efforts in their own communities. The Zoom link, which is [here](#), will be the same for both lectures.



To stay up-to-date on all the Virtual DD Awareness Month activities, email Autumn Brown at abrown@athenscbbd.org or follow the ACBDD on Facebook at www.facebook.com/athenscbbd



Athens County Commissioners



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

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

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

WHEREAS, the Board of County Commissioners has decided that the health, welfare and safety of the people of Athens County can best and most efficiently be served by the "Force Account" in matters pertaining to maintenance, repair, construction, and reconstruction of Athens County roads, bridges, etc.; and,

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Athens County, Ohio, does hereby authorize Jeff Maiden, Athens County Engineer to use the existing county employee forces and proceed by "Force Account", as outlined in Section 5543.19 of the Ohio Revised Code, in the maintenance, repairs, construction of roads, bridges, and culverts in Athens County during the year 2021; and,

BE IT FURTHER RESOLVED that the Athens County Commissioners reserve unto themselves the right and authority to make all purchases of material and equipment required in the maintenance, repair, construction of roads, bridges, culverts in Athens County during the year 2021, except that as the Board may from time to time by resolution designate such purchasing authority to Jeff Maiden, County Engineer; and,

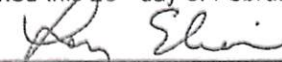
WHEREAS, the Ohio Revised Code Section 153.64, 4931 and 4933, provides to the Board of County Commissioners, the authority to control the installation and placement of any public utilities within the dedicated public right-of-ways of all County maintained highways; and,

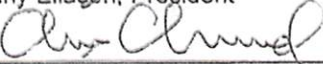
WHEREAS, the Ohio Revised Code Section 5589 and 5543 provides to the Board of County Commissioners, the authority to control any digging and excavating on or along a County maintained highway and for the placement of a private driveway approach to a County maintained highway; and,

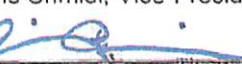
WHEREAS, the Ohio Revised Code Section 4513.34 provides to the Board of County Commissioners, the authority to permit oversize and overweight vehicles using County maintained highways.

THEREFORE, BE IT RESOLVED that the Board of Athens County Commissioners does hereby authorize the Athens County Engineer to develop and administer permits for the above described activities within County road right-of-ways and to keep said permits with the permanent road records of Athens County; and, The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

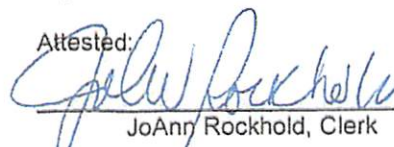
Signed this 23rd day of February, 2021


Lenny Eliason, President


Chris Chmiel, Vice-President


Charlie Adkins

Attested:


JoAnn Rockhold, Clerk

**NOTICE TO PROCEED**

Owner: Athens County Commissioners Owner's Contract No.:
 Contractor: Fields Excavating Inc. Contractor's Project No.:
 Engineer: Stantec Consulting Services Inc. Engineer's Project No.: 173409673
 Project: Athens Co. US 50 Sanitary Sewer Improvements Contract Name: "A" & "C"
 Effective Date of Contract: December 31st, 2020

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on December 31st, 2020. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is February 17, 2023, and the date of readiness for final payment is February 17, 2023] or the number of days to achieve Substantial Completion is 730, and the number of days to achieve readiness for final payment is 730.

Before starting any Work at the Site, Contractor must comply with the following: N/A

Owner: Athens County Commissioners

By: Lenny Elias
Lenny Elias

Title: President
Date Issued: 2/23/21

Copy: Engineer



STFC 02
Rev. 11/14

**Sales and Use Tax
 Construction Contract Exemption Certificate**

Identification of Contract:

Contractor's (owner's) name: Fields Excavating Inc.

Exact location of job/project: _____

Name of job/project as it appears on contract documentation: Athens County Commissioners; Athens County US 50 Sanitary Sewer Improvements

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input checked="" type="checkbox"/> Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/> Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/> A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/> A house of public worship or religious education;	<input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
<input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name: Fields Excavating Inc.
 Signed by: _____
 Title: _____
 Street address: 177 Township Road 191
 City, state, ZIP code: Kitts Hill, Ohio 45645
 Date: _____

Owner/Contractee

Name: Athens County Commissioners
 Signed by: [Signature]
 Title: President
 Street address: 15 S. Court Street
 City, state, ZIP code: Athens, Ohio 45701
 Date: 2/23/21

Subcontractor

Name: _____
 Signed by: _____
 Title: _____
 Street address: _____
 City, state, ZIP code: _____
 Date: _____

Political Subdivision

Name: _____
 Signed by: _____
 Title: _____
 Street address: _____
 City, state, ZIP code: _____
 Date: _____



NOTICE TO PROCEED

Owner: Athens County Commissioners Owner's Contract No.:
 Contractor: TAM Construction Inc. Contractor's Project No.:
 Engineer: Stantec Consulting Services Inc. Engineer's Project No.: 173409673
 Project: Athens Co. US 50 Sanitary Sewer Improvements Contract Name: "B" & "D"
 Effective Date of Contract: December 31st, 2020

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on December 31st, 2020. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is February 17, 2023, and the date of readiness for final payment is February 17, 2023] or the number of days to achieve Substantial Completion is 730, and the number of days to achieve readiness for final payment is 730.

Before starting any Work at the Site, Contractor must comply with the following: N/A

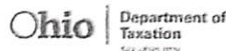
Owner: Athens County Commissioners

By: Lenny Eliason
 Lenny Eliason

Title: President

Date Issued: 2/23/21

Copy: Engineer



STEC 00
 Rev. 11/14

Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractor's (owner's) name: TAM Construction, Inc.

Exact location of job/project: Athens County Commissioners; Athens County US 50 Sanitary Sewer Improvements

Name of job/project as it appears on contract documentation: Athens County Commissioners; Athens County US 50 Sanitary Sewer Improvements

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input checked="" type="checkbox"/> Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/> Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/> A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/> A house of public worship or religious education;	<input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed);
<input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	

The original of this certificate must be signed by the owner/contractor and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractor and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name: TAM Construction, Inc.
 Signed by: _____
 Title: _____
 Street address: 6548 Hudnell Road
 City, state, ZIP code: Athens, Ohio 45701
 Date: _____

Subcontractor

Name: _____
 Signed by: _____
 Title: _____
 Street address: _____
 City, state, ZIP code: _____
 Date: _____

Owner/Contractor

Name: Athens County Commissioners
 Signed by: Lenny Eliason
 Title: President
 Street address: 15 S. Court Street
 City, state, ZIP code: Athens, Ohio 45701
 Date: 2/23/21

Political Subdivision

Name: _____
 Signed by: _____
 Title: _____
 Street address: _____
 City, state, ZIP code: _____
 Date: _____



NOTICE TO PROCEED

Owner: Athens County Commissioners Owner's Contract No.:
 Contractor: D.V. Weber Construction Inc. Contractor's Project No.:
 Engineer: Stantec Consulting Services Inc. Engineer's Project No.: 173409673
 Project: Athens Co. US 50 Sanitary Sewer Improvements Contract Name: "E"
 Effective Date of Contract: December 31st, 2020

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on December 31st, 2020. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is April 24, 2022, and the date of readiness for final payment is April 24, 2022] or the number of days to achieve Substantial Completion is 365, and the number of days to achieve readiness for final payment is 365.

Before starting any Work at the Site, Contractor must comply with the following: N/A

Owner: Athens County Commissioners
 By: Lenny Ellison
 Title: President
 Date Issued: 2/23/21

Copy: Engineer



STEC DC
 Rev. 11/12

Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractor's (owner's) name: D.V. Weber Construction Inc.
 Exact location of job/project: _____
 Name of job/project as it appears on contract documentation: Athens County Commissioners; Athens County US 50 Sanitary Sewer Improvements

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input checked="" type="checkbox"/> Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/> Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/> A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/> A house of public worship or religious education;	<input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/> The original construction of a sports facility under R.C. section 307.695;	<input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
<input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	

The original of this certificate must be signed by the owner/contractor and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractor and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor Name: <u>D.V. Weber Construction</u> Signed by: _____ Title: _____ Street address: <u>P.O. Box 116</u> City, state, ZIP code: <u>Reedsville, Ohio 45772</u> Date: _____	Owner/Contractor Name: <u>Athens County Commissioners</u> Signed by: <u>[Signature]</u> Title: <u>President</u> Street address: <u>15 S. Court Street</u> City, state, ZIP code: <u>Athens, Ohio 45701</u> Date: <u>2/23/21</u>
Subcontractor Name: _____ Signed by: _____ Title: _____ Street address: _____ City, state, ZIP code: _____ Date: _____	Political Subdivision Name: _____ Signed by: _____ Title: _____ Street address: _____ City, state, ZIP code: _____ Date: _____

USDA-RD
Form RD 440-11
(Rev. 10-00)

ESTIMATE OF FUNDS NEEDED
FOR
30-Day Period Commencing

FORM APPROVED
OMB NO. 0575-0015

January 2021

Name of Borrower Athens County Commissioners

Items	Amount of Funds
Development	
Contract or Job No. <u>A</u> Fields Excavating	
Contract or Job No. <u>B</u> TAM Construction	71,965.68
Contract or Job No. <u>C</u> Fields Excavating	
Contract or Job No. <u>D</u> TAM Construction	8,217.27
Contract or Job No. <u>E</u> DV Weber Construction	27,014.20
Contract or Job No.	
Land and Rights-of-Way (Permits)	
Legal Services	9,985.71
Engineering Fees	15,053.50
Equipment	
Contingencies	
Initial O&M	
Other	
TOTAL	132,236.36

Prepared by Athens County Commissioners

By

[Signature]

Name of Borrower

Date

2/25/21

Approved by

Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

RD 440-11 (Rev. 10-00)

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

Resolution No.223-113

A RESOLUTION AUTHORIZING ATHENS COUNTY TO APPLY FOR, ACCEPT, AND ENTER INTO A **WATER POLLUTION CONTROL LOAN FUND (WPCLF)** AGREEMENT ON BEHALF OF THE **COUNTY** OF ATHENS FOR CONSTRUCTION OF **WASTEWATER** FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN:

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

Whereas, the **County** of Athens intends to apply for **Water Pollution Control Loan Fund (WPCLF)** construction of the wastewater facilities; and

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

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

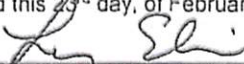
SECTION 1. That the Board President be and is hereby authorized to apply for a **WPCLF** loan, sign all documents for and enter into a **Water Pollution Control Loan Fund (WPCLF)** with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for construction of **wastewater** facilities on behalf of the **County** of Athens, Ohio.

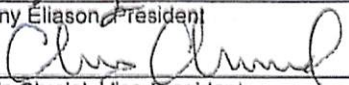
SECTION 2. That the dedicated source of repayment will be collected user fees.

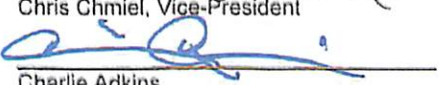
SECTION 3. That is resolution shall take effect and be in force from and after the earliest period allowed by law.

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

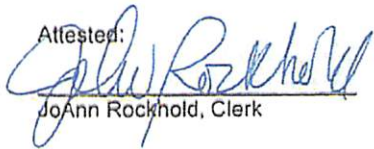
Signed this 23rd day, of February 2021


Lenny Eliason, President


Chris Chmiel, Vice-President


Charlie Adkins

Attested:


JoAnn Rockhold, Clerk

**PARK USE AGREEMENT BETWEEN
ATHENS COUNTY AND THE PERDALS BASEBALL ASSOCIATION**

An agreement between the County of Athens, by and through the Board of Commissioners of Athens County, Ohio, hereinafter referred to as "Board", and the Perdals Baseball Association, a non-profit association, hereinafter referred to as "Association", for the use of the Torch Park, hereinafter referred to as "Park" to carry out its baseball program for youth in the community.

ARTICLE I - Background

1. The County of Athens owns the Park which comprises approximately 62 acres located in Troy Township, Athens County, Ohio. Approximately 32 acres of the Park is wooded. The two active ball fields comprise approximately 2.3 acres. The unfinished ball field is approximately 1.4 acres.
2. Use of the Park is regulated by the Board.
3. The Association serves children of the community by providing recreational opportunities through youth baseball. Except for normal park maintenance services, there is little cost to the County in providing these recreational activities to the community.
4. The Board has a longstanding informal agreement with the Association to provide the Park for the youth baseball program.
5. The Board and the Association have now determined that it is in their mutual best interests to formalize their relationship in regard to the use and maintenance of the Park through the preparation and execution of a written agreement.

ARTICLE II - Purpose of Agreement

The purpose of this Agreement is to:

1. Provide the terms and conditions under which the Association can continue to use the Park for practice and ballgame activities.
2. Define operational and maintenance responsibilities.
3. Identify responsibility for costs.
4. Identify a planning process through which there can be a collaborative effort between the Board and the Association to anticipate future needs and provide for future improvements and upgrades.

ARTICLE III - Duration of Agreement

Page 1 of 6

1. This agreement shall be for a one (1) year term.

ARTICLE IV - Effective Date of Agreement

1. This Agreement shall become effective upon the date of the execution of the Agreement.

ARTICLE V - Permitted Uses

Association's use of the Park is allowed under the following conditions:

1. The ball fields at the Park shall be used and occupied by the Association only for the purpose of youth baseball activities. The Association shall not permit the ball fields at Park to be used for any other purpose without the prior written approval of the Board. The Association is further authorized to establish and collect reasonable fees from leagues and tournament teams to offset their maintenance costs.
2. In April of each year, the Association shall provide to the Board a planned schedule of play in order to facilitate the maintenance of the Park, for example, mowing.

ARTICLE VI - Period of Use

1. Use of the ball fields will be limited to the Spring and Summer months for practice and league play and reasonable additional times for tournament play. Any Association use beyond that date must be requested and approved in writing by the Board. Approval of such requests will not be unreasonably withheld. The Association shall not be responsible for maintenance of the Park following the conclusion of the Period of Use.

ARTICLE VII - Use by Others

1. Board shall retain the right to allow and approve use of the ball fields at the Park by others during those times when Association is not scheduled to use ball fields at the Park, provided the ball fields at the Park are returned to the Association in good, playable condition.

ARTICLE VIII - Property

1. The Association shall retain ownership of the following (bleachers, scoreboard, and dugouts, as well as any subsequently installed facilities). These items shall remain in the Association's ownership until the expiration or termination of this Agreement. At the expiration or termination of this Agreement, the Association shall have ninety (90) days to notify the Board of its intent to remove its property. The Association shall have one (1) year following the expiration or termination of this Agreement to remove its property. Property not removed shall become the property of Athens County. The original backdrops and fencing were built by the County and the Board shall retain ownership of these items.

ARTICLE IX - Notification and Approval of Improvements

Page 2 of 6

1. After the date of this agreement, the Association must notify the Board of major repairs, modifications or improvements it proposes, and the Board must provide written approval before the Association can proceed with any such major repairs, modifications or improvements. This provision will be waived provided it can be shown that the repair, modification or improvement will provide a benefit to Park or its spectators under users and will not detract from the appearance and function of the Park.

2. The Association shall obtain any and all local, state, or federal permits, if necessary, associated with ball field improvements prior to installation.

3. The Association shall assume the costs of maintaining new improvements unless otherwise agreed, in writing, by the Board. Should an improvement be made without permission of the Board, the Board has a right to direct the Association to remove the improvement within thirty (30) days at the Association's cost. If the improvement is not removed within thirty (30) days, the Board may remove the improvement and bill the Association for all related costs and will be entitled to full payment for those removed costs.

ARTICLE X - Planning Process and Joint Plan

1. Following the execution of this agreement, the Board and the Association shall name designees to participate in a collaborative planning process to anticipate needed improvements and upgrades at the Park, and plan for its future use.
2. The designees to this planning process shall produce a report, hereinafter referred to as a "Joint Plan", to the Board and the Association within six (6) months of the execution date of this Agreement. Failure of either of the Parties to participate in planning meetings, or failure of the Parties' designees to produce a Joint Plan for presentation to the Board, will constitute a breach under Article XIV, Section 3, and result in termination of this Agreement.

ARTICLE XI - Maintenance

1. Maintenance by Association

a) The Association shall maintain all dirt cut-out surfaces in such a manner as to keep the ball fields in a safe playable condition. This maintenance shall include but not be limited to weeding, grass removal, raking, grading, removal of rocks, placement of chalk lines, control of mud, and replacement of unsuitable dirt.

b) The Association shall manage and maintain the concession facilities, if any, at such times as they are constructed.

c) The Association shall provide litter control to the ball field area daily, or as needed, during practices, game play or tournament season, and shall keep the ball field area free of litter.

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d) Association shall pay the electric bill for all power requirements of the concession building and ball field lighting, if any.

2. Maintenance by County:

a) Common Areas - The Board will provide mowing in common areas of Park as needed between the months of April through October.

b) Water & Sanitation - The Board will provide for water and for sanitation facilities at the Park either through permanent restroom facilities or through portable sanitation facilities.

c) Parking Lot - The Board will provide maintenance to any parking lot(s) in existence at the execution of this agreement.

d) Garbage - The Board will be responsible for emptying of garbage containers at the Park including ball fields as needed.

ARTICLE XII - Responsibility for Costs

1. The Association will assume costs for the maintenance and operational services for any facilities and/or improvements determined to solely serve the Association's needs.
2. The Board will assume costs for maintenance and operational services for any facilities and/or items determined to solely serve the general community's interests.
3. The Association and Board will share in costs of facilities, services and/or items that are determined to have a shared benefit between the Association's participants and the general community. The amount of the shared cost will be negotiated, based on the benefit.

ARTICLE XIII - Parking and Traffic Control

1. During league and tournament season, the Association will assign a member(s) of their organization to control traffic and parking to allow clear access for emergency vehicles.

ARTICLE XIV - Termination

1. This Agreement may be terminated by either of the Parties through a thirty (30) day written notice of the Party's intent to terminate.
2. After the termination of this Agreement, for any reason, the Association may apply to the Board within one (1) year of said termination date to remove any permanent structure(s) which had been built solely with the Association's funds. Any such removal as is authorized by the Board shall be accomplished without damage to County property and the Association shall bear all expenses in removing said improvement including expenses associated with restoring ball fields to their original condition, as near as is practicable.

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3. Failure to fulfill the terms, conditions and obligations of this Agreement by either party may be determined to constitute a breach of the Agreement, giving rise to termination of the Agreement.

ARTICLE XV - Non Discrimination

1. The Association agrees to comply with all local, state, federal and all other applicable laws against discrimination.

ARTICLE XVI - Liability

1. The Association shall secure and maintain general liability insurance for the entire term of this Agreement to cover all of the Association's uses of the ball fields. Said insurance shall be in the amount of not less than \$1,000,000.00. The County shall be named additional insured for said policy or policies and a certificate of insurance so naming the County shall be provided to the Board within fifteen (15) days of the effective date of the policy. If the Association has not already done so, the Board encourages the Association to additionally obtain a Participant Liability Policy.

2. The Board shall be provided with at least thirty (30) days' notice in the event of cancellation of Association's liability insurance coverage.

3. By the signing this agreement, the Association certifies that it will in a timely manner do background checks on the leadership of the Association and all, who as volunteers or employees, are in supervisory roles with children. This shall include those who coach children participating in activities of the Association. The Association shall hold the County harmless for any harm resulting from the failure to perform this responsibility.

4. The Association further agrees to release and hold the County harmless from any responsibility or legal liability associated with damages or injuries resulting from the use of the park or its facilities.

ARTICLE XVII - Amendments

The provisions of this Agreement may be amended only upon the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

ARTICLE XVIII - Indemnification

The Association shall indemnify and hold harmless the County of Athens and/or Board, its officers agents and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or

omissions by the Association, its officers, agents and employees, if any, in performing its obligations under this Agreement.

ARTICLE XIX - Entire Agreement

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

ARTICLE XX - Severability

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

ARTICLE XXI - COVID-19 Safety Measures

Until the Parties mutually agree in writing to amend the Agreement, these provisions for COVID-19 Safety Measures shall remain in effect:

- The Association shall enforce that participants and spectators and all others associated with the permitted uses shall (1) maintain 6 feet physical distancing between each other, except for immediate household members; (2) wear masks, except for players who are on the field (dugout players shall wear masks); and (3) provide hand sanitizer to players and patrons.
- The Association shall control ingress and egress points in the Park to ensure distancing is maintained.
- The Association shall ask participants to self-report illness or COVID exposure and not attend.
- The Association shall sanitize surfaces used during permitted activities, including, but not limited to, bathroom/portable toilet, railings, and any other surfaces where participants had skin contact.
- The Association shall not serve or distribute food or drink on Park grounds.

IN WITNESS THEREOF, the Board and Association have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 23 day of February, 2021

BOARD OF COMMISSIONERS OF ATHENS COUNTY OHIO

By: Lenny Eliason 3/9/21
Date
By: Charlie Adkins 3-10-21
Date
By: Chris Chmiel 3/10/21
Date

FERNDALE BASEBALL ASSOCIATION

By: James Beha 03/20/21
Date