

**REGULAR SESSION**

**Agenda**

**THE BOARD OF ATHENS COUNTY COMMISSIONERS**, met in regular session on December 13<sup>th</sup>, 2018 ,with Lenny Eliason presiding, Charlie Adkins and Chris Chmiel in attendance.

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 Dec. 13 , 2018 - Convenes at 9:30 a.m. (Meeting moved from Dec.11th)

Approve Agenda

Approve Minutes from December 4<sup>th</sup>, 2018

Approve Appropriations, Transfers, New Line Items Requests/Changes

New Fund & Line Items (additional)

Veteran

Expenditure 001.1230.560112 Outreach

Approve Bills

09:30 Sheriff- Budget

09:40 Mark Rhoades - Juvenile/Probate - Budget

09:45 DJFS - Jean Demosky

10:00 Frank Lavelle - Update on Sewer Project - ACWSD Supt. Rich Kasler

10:15 Recorders Center - Budget

10:30 Veteran's - Budget

10:45 Chief Rick Callebs - EMS

11:00 ACCS - Cathy Hill, Otis Crockron

11:15 HAPCAP - Glen Crippen - CHIP Contract

11:30 Dave Graham - Allstate

01:30 HAPCAP - Sean Brooks - Change Order for Nelsonville Project - Fencing

01:45 Health Department - Patrick McGarry

02:00 Ed Newman - Apiary Inspector

~ AGENDA ITEMS

Dog Shelter Volunteers

Data Board Recommendations

ACWSD - Extension Requests

CEBCO Wellness Agreement

Engineer - Notice of Commencement CR30 & CR87

EMA Posting

911 - Surplus Equipment

Probate/Juvenile Court Surplus  
Record of Ordinances - Athens City  
CDBG Grant Agreements  
Health Insurance Penalty Rate  
Senior Levy Funds  
Injection Well Hearing/Comment Period  
Fair Board Lease Agrmt.  
Dog Shelter

~TRAVEL

DJFS Dir. Jean Demosky - Ohio JFS Mtg. - Dec.14, 2018 - Columbus, OH  
Auditor, Jill Thompson - Auditor of State Conference - Dec. 13, 2018 - Columbus, OH

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 minutes from December 4<sup>th</sup>, 2018.

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 Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: December 13th, 2018, Budget Transfers and Amendments.

(Additional) Veteran  
Expenditure 001.1230.560112 Outreach (Copied to page 641).

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: 12/5/18 To: 12/13/18 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.

~ DJFS Director, Jean Demosky - Discussion agenda items

COMMISSIONERS  
12-13-18  
ACDJFS

**Minutes**

**Appropriations, Transfers, New Line Items Requests/Changes**

**Bills**

**DJFS - Agenda Items for Discussion**

1. Contracts

2. Updates

a. Moves - In the middle of moves, to vacate Denver White building to the OMJ for more intense case work activities. Doing this with the least amount of moves for best accessibility for clients.

b. Food Distribution and Donation - Received a large donation from the American Communications Workers Union of food boxes.

c. Holiday Schedule - DJFS will be closed on December 24<sup>th</sup>

d. Looking for Grant Opportunities - Workforce Development move caseworkers to OMJ. Possible purchase of RV to help with transportation issues.

3. Personnel Issues

a. None

4. Events

a. Reentry Meeting - Monthly, large meeting with people from across the state at Hocking College. Would like to make part of the Workforce Development activities.

b. Socks for Soup - 2 events - Donation of socks for soup provided for clients.

c. Mini Job Fair - at the OMJ office. They had 65 job seekers show up to see 8 employers.

d. Back to School Bash 2019 - To be held at Hocking College first week in August. Giving out shoes, coats, school supplies.

5. 2019 Focus on Workforce Development

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the extension of the Extension Agreement for the SFY19 Shared Staffing and Supervision of County Maintenance & Custodial Staff Agreement by one year, ending December 31, 2019.

(Copied to page 642).

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

**DJFS - Extension (one year) Agrmt.  
Maintenance & Custodial Shared Staffing  
Agrmt.**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing signatures on the DJFS / Common Pleas Court Juvenile Court Amendment #1 in the amount of \$5,000.00 for monitoring and transportation. Contract Period: January 1, 2018 to and including December 31, 2019.

(Copied to page 643).

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

**DJFS / Comm. Pleas Juv. Crt Amendment #1**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing signatures on the ACDJFS Subgrant Agreement between DJFS and the Edna Brooks Foundation, DBA My Sister's Place. TANF funds. Effective date December 1, 2018 through November 30, 2019. Amount of subgrant/payments: \$10,200.00.

(Copy 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.

**DJFS / Subgrant Agrmt. My Sister's Place**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing DJFS Dir. Jean Demosky's signature on the Addendum to Purchase of Service Agreement between ACDJFS and Kevin H. Loving, dba Anotherproject.com. Software Upgrades and Supported Term: Agreement to be extended through May 31, 2019. Increase of \$1,750.00 increase from last year. Total amount of Agreement: \$12,250.00. (Copy on file in Commissioner's Office.)

**DJFS - Kevin Loving Anotherproject.com  
Software Upgrades Addendum / Extension**

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 and authorizing DJFS Dir. Jean Demosky's signature on the Northwoods Consulting Partners, Inc. Agreement for Professional Services, Electronic Data Management System, between DJFS and Northwoods Consulting Partners. Payment: Northwoods will invoice the county \$0.02 per page, up to a maximum not to exceed the amount of \$21,000.00 for the child care unit. (Copy on file in Commissioner's Office.)

**DJFS - Agrmt. Northwoods - Electronic Data  
Mgt.**

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 and authorizing signatures on the ACDJFS Contract Agreement with HAPCAP for transportation services through Athens-On-Demand for Non-Medicaid eligible Athens County residents. Contract period: January 1, 2019 to and including December 31, 2019. Contract price: \$25,000.00. (Copy on file in Commissioner's Office.)

**DJFS - Contract w/HAPCAP Athens on Demand**

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 ACDJFS Contract Agreement with We Frame LLC, for ADA Restroom remodeling services at the County Home. Contract period: December 4, 2018 to and including March 31, 2019. Contract Price: \$20,500.00. (Copy on file in Commissioner's Office.)

**DJFS - Agrmt. w/We Frame - ADA Restroom**

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

**~ Budget Hearings: The following Departments were present for their 2019 Scheduled Budget Hearings:**

**2019 Misc. Depts. Budget Hearings**

Juvenile/Probate, Mark Rhoades - Records Center, Peggy Six - Veteran Service Center, Kim Spencer, John Woods - Athens County Children Services, Cathy Hill, Otis Crockron

~ Frank Lavelle - Update on US50 Sewer Project w/ACWSD Supt. Rich Kasler - There are approximately 160 signed easements in the process of being recorded, out of around 230. Still on schedule for bid by late Spring.

**US50 Sewer Proj. - Updates Discussion  
Easements**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 10:25 with Atty. Frank Lavelle,

**Exec. Session w/Atty. Frank Lavelle & ACWSD  
Supt. Rich Kasler - Discuss Real Estate &**

ACWSD Supt. Rich Kasler to discuss real estate and property acquisition.

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 to return to regular session at 10:48

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

~ After discussion regarding real estate and easements, no further action needed.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the resignation of EMS employee Joshua Alan McClung, AEMT, and authorize Chief Callebs to post this position.

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 to grant Paramedic Kelly MacDonald, a six month medical leave of absence due to pregnancy, as recommended by EMS Chief Rick Callebs. Effective immediately.

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 recommendation by EMS Chief Rick Callebs to place Adam Walsh on the inactive list and remove from the roster.

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 to enter into executive session at 11:00 with EMS Chief Rick Callebs and Assistant Chief Amber Pyle to discuss employee discipline.

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 to return to regular session at 11:14.

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

~ Let the record reflect the discussion of employee discipline and EMS Chief Callebs will return next week with recommendations.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the 2018 CHIP Administrative Services Agreement between Athens County and HAPCAP. (Copied to pages 644-645).

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

**Property Acquisition**

**Return to Regular Session - Discussion re: Real Estate and Easements No Action**

**EMS Resignation - Joshua McClung**

**EMS - Six Month Medical Leave - Kelly MacDonald**

**EMS - Place Adam Walsh on Inactive List & Remove from Roster**

**Exec. Session - EMS - Employee Discipline**

**Return to Regular Session - Employee Discipline Discussion- Chief to Return w/Recommendations**

**HAPCAP - 2018 Administrative Serv. Agrmt.**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Housing Revolving Loan Fund Administration Agreement between the State of Ohio, Development Services Agency and Athens County. Effective January 1, 2019 and terminate December 31, 2021. Three year agreement. (Copied to pages 646-647).

**HAPCAP - RLF Agreement**

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 following CDBG Grant Agreement: #B-F-18-1AE-1:

**HAPCAP/CDBG B-F-18-1AE-1 Grant Agrmt.**

STATE OF OHIO  
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
COMMUNITY DEVELOPMENT PROGRAM

CFDA No.14.228  
GRANT AGREEMENT

F.T.I. Number: 316400063 Grant Number: B-F-18-1AE-1

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and Athens County Board of Commissioners, located at 15 S Court St, Athens, Ohio 45701-2836, (the "Grantee"), for the period beginning September 1, 2018 and ending October 31, 2020 (the "Grant Period"). STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of \$1,112,000.00 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the Community Development Program, and undertaking the Project(s) as listed in Attachment A, "Scope of Work," which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
3. Use of Grant Funds. The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.
4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any

expenses to be reimbursed with the Grant Funds except during the Grant Period. Copy of Grant Agrmt. 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.

~ Voluntary Workplace Benefits, David Graham Field Benefits Director - Updates on Allstate offered benefits / voluntary employee paid insurance. Offer of one stop broker, voluntary information sharing services. The Commissioners will review information.

**Allstate Voluntary Workplace Benefits**

~ HAPCAP - Sean Brooks - Discussion regarding change order #2 for Nelsonville Sewer Facility Improvements Project, under budget on project from original bidding, TAM was asked for estimate to include fencing around plant, stone, fabric for runoff, culvert, labor and costs, \$16,000.00. B-X-17-1AE-1.

**HAPCAP - Change Order #2 Nelsonville Sewer Facility Improvements Project B-X-17-1AE-1**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving Change order #2 for Nelsonville Sewer Facility Improvements Project, under budget on project from original bidding, TAM was asked for estimate to include fencing around the lift station at the Tri County Vocational School, stone, fabric for runoff, culvert, labor and costs, Total: \$16,000.00. (Copied to page 648).

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 Athens County Dog Shelter agreement release of liability for volunteers, upon completion of Training, as recommended by Mary Beth Brown, Athens County Dog Warden. Signed volunteer forms kept on file at the Dog Shelter.

**Dog Shelter Volunteers**

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 authorizing an extension as requested by Rachel Young for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$144.82 with \$66.06 to be paid by December 13, 2018. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

**ACWSD - Extension Request - R. Young**

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 authorizing an extension as requested by Durinda Westerviller for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$192.51 with \$86.13 to be paid by December 14, 2018. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

**ACWSD - Extension Request - D. Westerviller**

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 2019 CEBCO Wellness Grant Agreement -

**CEBCO 2019 Wellness Grant Agreement**

Administrative Funds: \$4,200.00 Program Funds: \$7,032.00. (Copied to page 649-650 ).

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 accepting the responsible and approved bid from the only bidder, JR's Excavating, as Contractor for the following projects, as recommended by Patrick McGarry, Health Department for the 2018 Athens County HSTS Replacement Program Project that was posted on November 1<sup>st</sup>, 2018:

**Health Dept. - HSTS Accept Bid From JR's Excavating as Contractor**

Project Information:  
Ms. Debra Flowers  
10455 Featherstone Rd.  
Stewart, OH 45778

Project Information:  
Mr. Ronald & Patricia Tyson  
23152 Jordon Run Rd.  
Coolville, OH 45723

Contractor	Price
JR's Excavating	\$3,750.00

Above are responsible and approved bids this office received for this project that was posted on November 1<sup>st</sup>, 2018. This office recommends awarding this project to the only bidder, JR's Excavating at a price of \$3,750.00. All bids reflected the pumping and repair of the STS including materials, labor, and permit fees. The Flowers project will be funded 100% from the Ohio EPA WPCLF and the Tyson project will be 85% funded from the Ohio EPA WPCLF.

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

~ Health Department - Patrick McGarry - He will submit the EPA payment instruction form to the Treasurer's Office, in order to be ready for the 2019 year.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Notice of Commencement of Public Improvement Section 1311.252 Ohio Revised Code as recommended by the County Engineer, Jeff Maiden. ATH-CR87-0.0.09/1.53 Landslide Repairs. Contractor: Alan Stone Co., Inc. (Copied to page 651).

**Engineer - Notice of Commencement ATH-CR87 Landslide Repairs**

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 to Table the EMA Job Posting until next week.

**EMA Job Posting - Tabled**

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 to approving the following County Property Declared Surplus, requested by 911:

**911 - County Property Declared Surplus**

Sentrivoice Interconnect Box	901-9334	101380
Sentrivoice Interconnect Box	901-9334	105732

These units are approximately 20 years old and will not be used in any capacity with the County since our radio upgrade. These units will be



transferred to Gallia County 911 as they have a need for them.

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 following County Property Declared Surplus and destroyed, requested by Probate/Juvenile Court :

Copier and sheet feeder Toshiba e-520 SCZA615210 (County Tag 5194) 12 years old, broken.

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

~ Athens City - Request for Signatures on Record of Ordinances - A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Commissioners signatures on the Record of Ordinance for the County EMS property and the Hillcrest property, in order to complete the recording process. Copies filed with Annexations.

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 amendment of a flat rate Health Insurance employee penalty rate of \$50.00 per pay (in which Insurance Premiums are applied), for 2019, for those county employees who do not participate and complete the CEBCO Interactive Health Wellness program. It will be mandatory for spouses to participate as well. Effective February 1<sup>st</sup>, 2019.

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

~ Ed Newman, Apiary Inspector - Discussion regarding continuation of the last of three on-line classes through University of Montana, the Apprentice and Journeyman Beekeeping Courses He has inspected 135 Apiaries this year.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the expenditure of up to \$560.00 for tuition and books, for Mr. Newman to complete the last of 3 online courses in beekeeping.

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 following Travel:

DJFS Dir. Jean Demosky - Ohio JFS Mtg. - Dec.14, 2018 - Columbus, OH  
Auditor, Jill Thompson - Auditor of State Conference - Dec. 13, 2018 - Columbus, OH

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

~ Senior Levy Funds - Commissioner Chmiel discussed the idea that all Senior organizations participate in the Council on Aging. Commissioner Eliason asked for further clarification. Mr. Chmiel will check into this further.

**Probate/Juvenile Court - Surplus Property**

**Record of Ordinances - EMS and Hillcrest Properties - Filed with Annexations**

**Health Insurance Penalty Rate of \$50.00 per pay/ for Employee Non Participation in CEBCO Interactive Health Wellness Program**

**Apiary Inspector Ed Newman - Approve Expenditure for Tuition & Books**

**Travel**

**Senior Levy Discussion re Participation in Council on Aging**

~ Injection Well Comment Period Hearing - Commissioner Eliason will extend invitations for the State Reps., Senator and Governor elects, inviting them to attend.

**Injection Well Comment Period Extend Invitations for State Reps, Senator / Governor Elects**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Fair Board Lease Agreement , pending approval by the Prosecuting Attorney's Office:

**Fair Board Lease Agrmt. w/County**

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of December, 2018, by and between Athens County Board of Commissioners, Athens, Athens County, Ohio, hereinafter called the "Lessee" and Athens County Fair Board, 286 West Union Street, Athens County, Ohio, hereinafter called the "Lessor".

WITNESSETH:

That for and in consideration of the covenants, considerations, promises and agreements herein contained, said Lessor agree to lease to Lessee the following: property located at 286 West Union Street, Athens, Athens County, Ohio, specifically the one room garage in old Athens County Engineer Building, a photograph of the building is attached hereto as Exhibit A, for use by Lessee, as office space, (herein after referred to as office), in their discretion and as they determine is reasonably necessary for said use, and which said covenants, considerations, promises and agreements are as follows:

1. USE. The premises will be used and occupied by Lessee in a careful, safe, and proper manner. In addition to using the garage stated above, Lessee shall have the right to store its tractors, mowers and trailers on the premises. Lessee shall also have the right to use parking areas, if any, for the benefit of Lessee and its employees, invitees, and customers, subject to reasonable regulations established by Lessor for the health, safety, convenience and welfare of all tenants, employees, invitees and customers.
  - a. Hazardous Activities. Lessee will not carry on or allow any activity or use of the premises considered extra-hazardous for insurance purposes, nor will Lessee do any act which will invalidate insurance coverage on the structure or premises or cause an increase in premiums. Lessee will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measures to protect the safety of persons and property.
  - b. Laws and Regulations. Lessee will abide by all applicable federal, state and local laws and regulations respecting the premises and its occupancy and use and will not use the premises or allow the same to be used for any unlawful purpose.
2. TERM. The term of the Agreement is for a period of four (4) years commencing the 1st day of July, 2018, and ending the 30th day of June, 2022. Either party may terminate this Agreement, by PAGE 2 - LEASE AGREEMENT providing the other party at least ninety (90) days written notice of intent to terminate this Agreement prior to annual due date of rent payment.
3. RENT. Lessees agree to pay an annual rent payment for the lease of said office, the sum of One Thousand and Eight Hundred Dollars (\$1,800.00), which is due and payable the first of July on each year. Lease payments shall be made to Athens County and shall be provided to the Lessor's address given above or at such other place as Lessor may designate in writing.
4. UTILITIES. Lessee shall be responsible for all other utility services, if any apply.
5. MAINTENANCE. Lessee shall be responsible for cleaning and maintaining the space during the Lease period, except for reasonable wear and tear. Lessor shall be responsible for the structural portions of the space. No alterations or additions to the premises will be made by Lessee without the prior written consent of Lessor. Lessee will not commit or allow any waste on the premises.
6. PERSONAL PROPERTY. Lessee is solely responsible for all tangible and intangible personal property located on the premises that belongs to Lessee or their agents, employees, licensees, or invitees.
7. INDEMNIFICATION. Lessee will indemnify and save Lessor harmless against all loss, damage, expense, costs, and reasonable attorney fees incurred by Lessor in discharging any filed or inchoate mechanic's or material's lien arising from Lessee's maintenance or improvement of the premises, or incurred by lessor in defending or discharging claims for personal injuries or property damage asserted or perfected against Lessor and arising out of the use and occupancy of the premises by Lessee or their agents, employees, or invitees.
8. ENTRY. Lessee will permit Lessor or its agents to enter the premises, at all reasonable times, to examine the premises, make corrections in the structure, or eliminate health and safety hazards.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign any rights or duties under the lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

DAMAGE TO PREMISES. If any part of the building or premises is damaged or destroyed without Lessee's fault, rendering the Leased Premises unfit for occupancy, Lessee may surrender possession of the premises and terminate the Lease with respect for all provisions, and will not be liable PAGE 3 - LEASE AGREEMENT

for any future obligations. Lessee will remain liable only for accrued or unpaid rent and other financial obligations under the Lease.

10. DEFAULT.

a. By Lessee. Lessee is in default if: (i) any installment of rent is not paid within ten (10) days after its due date; (ii) Lessee fails to perform any other provision or rectify any deficiency under the Lease within thirty (30) days after written notice to Lessee of breach; (iii) Lessee abandons the premises during the term; (iv) Lessee makes an assignment for the benefits of creditors or is subjected to receivership; (v) Lessee's interest in the premises is subjected to execution, attachment, or other legal process; or (vi) Lessee is adjudicated bankrupt in a voluntary or involuntary proceeding.

b. Remedies of Lessor. If Lessee defaults, Lessor may have the remedies as set forth in Chapter 5321 of the Ohio Revised Code.

15. WAIVER. Waiver by Lessor of any default shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.

16. NOTICES. All notices under this Lease shall be in writing. Unless the party concerned designates another address, notices to Lessor shall be mailed or delivered to the address designated for the payment of rent, and notices to Lessee shall be mailed or delivered to the Leased Premises.

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

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

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED AND ACKNOWLEDGED LESSOR  
IN THE PRESENCE OF: ATHENS COUNTY BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
Witness Lenny Eliason

\_\_\_\_\_  
Witness Charles Adkins

\_\_\_\_\_  
Chris Chmeil

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named Lenny Eliason, Charles Adkins, and Chris Chmeil, as Athens County Commissioners, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

LESSEE  
Athens County Fair Board  
By: \_\_\_\_\_  
Managing Member

\_\_\_\_\_  
Witness

Witness

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named Athens County Fair Board, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

This instrument prepared by: Keller J. Blackburn  
Athens County Prosecuting Attorney (Copied to pages 652- 653).

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

~ Dog Shelter - Commissioner Adkins discussed the email regarding past due bills from the Dog Shelter and not enough funds to cover them.

**Dog Shelter - Make Necessary Transfers to Cover Delinquent Bills**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the necessary transfers of funds to pay the past due bills for the Dog Shelter.

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 to adjourn the above meeting.

**Adjourn**

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

\_\_\_\_\_  
JoAnn Rockhold, Clerk

\_\_\_\_\_  
Lenny Eliason, President

\_\_\_\_\_  
Julie Brooks, Assistant Clerk

\_\_\_\_\_  
Chris Chmiel, Vice-President

\_\_\_\_\_  
Charlie Adkins

