

REGULAR SESSION

Agenda

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session May 17, 2016, with Lenny Eliason presiding,

Charlie Adkins and Chris Chmiel in attendance.

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

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS
MEETING CONVENES AT 9:30 A.M
AGENDA FOR May 17, 2016
APPROVE AGENDA APPROVE BILLS
APPROVE MINUTES FROM May 5, 2016

09:30 Robin Webb - Foster Parent Proclamation
09:35 Dog Warden, Shane Montgomery
10:00 O.U. Joint Facility Study - Shawna Bolin
10:15 William Russell, Dover Twp. Fiscal Officer - Easements
10:20 Metropolitan Housing - Keith Andrews
11:30 LUNCH
01:45 Johnson Controls - Zach Thomas
02:30 Johnson Controls - Zach Thomas

~ AGENDA ITEMS

Dog Shelter Volunteers
Recycling Center Transfer Agreement
Homeagain Micro Chips
Eric Brooks
Senior Days - Booth
NPDES permit renewal - EPA

~ TRAVEL

EMA
Fred Davis, Pam Pierson - OEMAO Quarterly Meeting - May 17, 2016 - Logan, Ohio

Commissioners

BFS Propane Customer Appreciation Days - June 17, 2016 - SR 550 Athens, Ohio

~NEW FUND & LINE ITEM REQUESTS/CHANGES

Auditor - Receipts
037.0371.417100 Other

Auditor - Expenditures
037.0371.520301 Dental Claims
037.0371.520300 Dental Insurance

HAPCAP - Expenditures
479.4794.530101 Contract Serv. (RLF match portion)

~TRANSFERS

General/Comm.
\$2,343.73 from 001.1941.590520 B&G Contr. Serv., into 571.0016.412800 DJFS Public Assistance
\$3,800.00 from 001.2361.560000 Unanticipated Emerg., into 001.2306.560100 Other Expense

ACWSD
\$56,628.67 from 603.8010.570100 Loan Plant Improv., into 617.0530.422100 Sewer Const. Bond

** Items Added to Agenda:

BFS Propane Customer Appreciation Days - Commissioners Travel
Office of Community Development Request for Payment

~ADJOURNMENT

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 May 5, 2016

Minutes

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 list of the ACCOUNTS PAYABLE CHECK REGISTER - Athens County, Date: May 17, 2016 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

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 following Proclamation for Athens County Children Services, declaring May as Foster Care Month:

Proclamation - ACCS - Foster Care Month

Athens County Commissioner's Proclamation

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

Whereas, May is National Foster Care Month and the theme is "Honoring, uniting, and celebrating families"; and

Whereas, dedicated and diverse foster families are needed to provide love and support for children in need of a place to call home; and

Whereas, Over 100 Athens County children and youth are currently in temporary foster care, and reunification with family is the preferred outcome for children removed from their homes; and

Whereas, Athens County Children Services reunified 25 children with their primary caregiver and another 10 children with other family members last year; and

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

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

Now, Therefore, We, Lenny Eliason, Chris Chmiel, and Charlie Adkins, Athens County Commissioners, do hereby proclaim May 2016 as *Foster Care Month*

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

Signed this 17th day of May 2016

/s/ Lenny Eliason, President

/s/ Chris Chmiel

/s/ Charlie Adkins

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

~ Dog Warden, Shane Montgomery - Follow up on Husky adopted in Athens and now resides in Hocking County and has not been spayed. Commissioner Adkins asked the Dog Warden to follow up on that situation. Also discussed was the possibility of Wayne Boyd from the "New Beginnings" non profit organization and the training of dogs to help with the Fostering process of the certain dogs.

Dog Warden - Discussion - Husky - New Beginnings Non Profit

A motion was made by Mr. Chmiel approving New Beginnings as a Fostering Entity for the Dog Shelter. The motion died for a lack of a second.

Dog Shelter - New Beginnings as Fostering Entity - Motion Died/Lack of Second

Commissioner Adkins suggested to the Dog Warden that he meet with Wayne Boyd of New Beginnings to come up with a draft Resolution to be reviewed by the Prosecuting Attorney before re-visiting the issue with the Commissioners.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason to request an opinion from the Attorney General's Office regarding Lights and Sirens being placed on the Dog Warden's Truck. This request could take a few months to receive.

Dog Shelter - Truck Lights/Sirens

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, as recommended by Shane Montgomery, 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. Adkins and seconded by Mr. Chmiel approving the following Contract/Agreement for Transfer of Services of Employees between AHRC and the Athens County Commissioners: (Contract w/signatures copied to pages 222-225)

Athens-Hocking Recycling Center - Transfer Agreement - Approved

CONTRACT/AGREEMENT FOR TRANSFER OF SERVICES OF EMPLOYEES

This Contract/Agreement for Transfer of Services of Employees ("Agreement") is made and entered into this 17 day of May, 2016, by and between the Athens County Board of Commissioners ("Commissioners") and the Athens-Hocking Recycling Centers, Inc. ("AHRC"). The Commissioners and the AHRC are collectively referred to below as "the Parties."

WITNESSETH:

WHEREAS, the Commissioners were established pursuant to R.C. § 305 et seq. and have those powers set forth in the Ohio Revised Code, including but not limited to those powers set forth in R.C. § 343 et seq. and R.C. § 3743 et seq., which include the power to provide services with regard to the collection of solid and hazardous wastes as well as to promote recycling and waste reduction; and

WHEREAS, pursuant to those powers, on or about March 7, 2014, the Commissioners created the Athens County Recycling Department ("Recycling Department"), which performs several publicly operated functions as provided by law. Since on or about March 7, 2014, the Commissioners have employed several employees who are assigned to work in the Recycling Department ("Recycling Department Employees"). As of the date of the execution of this Agreement, the Commissioners employ fourteen (14) Recycling Department Employees. Those Recycling Department Employees currently maintain membership within the Public Employee Retirement System ("PERS") pursuant to R.C. § 145 et seq.; and

WHEREAS, eleven (11) of the fourteen (14) Recycling Department Employees are members of a bargaining unit ("Bargaining Unit Recycling Department Employees"), the exclusive representative of which is Local 3050 and Ohio Council 8 of the American Federation of State, County and Municipal Employees ("AFSCME") AFL-CIO. The terms and conditions of the employment of the Bargaining Unit Recycling Department Employees are presently governed by the Agreement Between County of Athens Employees and AFSCME, Ohio Council 8, AFL-CIO and Local 3050, Effective: November 8, 2015 through November 9, 2016 ("CBA"); and

WHEREAS, three (3) of the fourteen (14) Recycling Department Employees are not members of a bargaining unit ("Non-Bargaining Unit Recycling Department Employees"); and

WHEREAS, the AHRC is a 501(c)(3) non-profit corporation which was formed in 1987 to assist and promote recycling and control of solid wastes, to secure the sale of recycling materials collected, to aid in the control of problems of solid waste, to contract with the necessary agencies to allow the processing and selling of collected materials, and to promote public education and awareness of solid waste problems and recycling opportunities; and,

WHEREAS, the AHRC presently employs eleven (11) employees ("AHRC Employees") that perform the same, or similar, duties that presently are performed by the Recycling Department Employees. The AHRC Employees and the Recycling Department Employees presently work together to perform their respective duties, often using the same facilities and equipment; and

WHEREAS, the Commissioners and the AHRC desire to contract with each other so that the AHRC will take over responsibility for all of the publically operated functions presently performed by the Recycling Department and the Recycling Department Employees.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, it is hereby agreed between the Parties as follows:

1. On the 25 day of June, 2016, at 12:00 a.m. ("Conversion Date"), all publicly operated functions presently performed by the Recycling Department will be performed instead by the AHRC. Absent a subsequently written agreement entered into between the Parties, following the Conversion Date, the Parties do not intend for these functions to ever be returned to the Commissioners by the AHRC. Nothing in this Agreement, however, prevents the Commissioners from unilaterally reconstituting a Recycling Department, or any similar department permitted by applicable law, with or without the consent or assistance of the AHRC.

2. As of the Conversion Date, all Recycling Department Employees employed by the Commissioners as of the 24 day of June, 2016, at 11:59 p.m. will be converted to being employed solely by the AHRC at the same rate of pay that they were paid immediately prior to the Conversion Date. The AHRC agrees to immediately give the Recycling Department Employees "Position Descriptions" which are identical in job duties and minimum qualifications to the "Position Descriptions" presently given to the Recycling Department Employees. Copies of the "Position Descriptions" presently given to the Recycling Department Employees are attached as Exhibit 1. Copies of the "Position Descriptions" to be given to the Recycling Department Employees, immediately upon their conversion to being solely employed by the AHRC are attached as Exhibit 2. The AHRC agrees not to modify the "Position Descriptions" set forth at Exhibit 2 prior to ninety (90) calendar days following the Conversion Date. Within thirty (30) calendar days following the Conversion Date, the Commissioners agree to give to the AHRC unredacted copies of each Recycling Department Employee's personnel file, payroll records for each Recycling Department Employee for the five (5) years prior to the Conversion Date (and to the extent any such payroll records may only be in the possession of the Athens County Auditor, the Commissioners agree to request the Athens County Auditor to provide such records to the AHRC), and any other records concerning one or more of the Recycling Department Employees as may be subsequently requested by the AHRC.

3. It is the intention of the Commissioners and the AHRC that once all Recycling Department Employees employed by the Commissioners become employed solely by the AHRC, the Recycling Department Employees will be treated as "carryover employees" by the Public Employee Retirement System ("PERS"), with the Recycling Department Employees retaining their membership in PERS with the Commissioners being deemed the employer for the sole purposes of administering R.C. Chapter 145 as specifically provided in R.C. § 145.01(A)(2). Both the Commissioners and the AHRC agree to take whatever steps are necessary to convince PERS that the Recycling Department Employees should be determined to be "carryover employees." By no later than two (2) calendar days after this Agreement becomes fully executed, the AHRC agrees to provide the Commissioners or their designee copies of the job descriptions for all employees of the AHRC. By no later than four (4) calendar days after this Agreement becomes fully executed, the Commissioners or their designee will provide to PERS a fully executed copy of this Agreement, a list of names of all the Recycling Department Employees as well as their corresponding social security numbers, and a copy of all the job descriptions for the Recycling Department Employees and AHRC Employees. If the PERS determines that the Recycling Department Employees are determined as "carryover employees," the Parties understand that each individual "carryover employee" may elect to cease contributing to PERS from the Conversion Date. In the event that PERS nevertheless concludes that one or more of the Recycling Department Employees are not "carryover employees," this Agreement will remain in full force and effect without any modification or any additional benefit accruing to the Commissioners, the AHRC, or the Recycling Department Employees.

4. The current practice of the AHRC providing full reimbursement to the Commissioners for the cost of the compensation of the Recycling Department Employees will cease following the reimbursement made by the AHRC for all compensation paid by the Commissioners to the Recycling Department Employees prior to the Conversion Date. However, the AHRC will continue to provide a full reimbursement to the Commissioners after the Conversion Date for the Commissioners' continued cost of providing employer contributions to PERS for all Recycling Department Employees who: (1) are determined to be "carryover employees" by PERS; and (2) who do not elect to cease contributing to PERS from the Conversion Date. The AHRC shall provide this full reimbursement so long as the Commissioners are obligated by applicable law to provide employer contributions to PERS with regard to any Recycling Department Employee.

5. The AHRC agrees that after the Bargaining Unit Recycling Department Employees become employed solely by the AHRC, the AHRC will continue to recognize AFSCME as the exclusive representative of the Bargaining Unit Recycling Department Employees unless and until such time as the National Labor Relations Board determines that AFSCME is no longer the exclusive representative of the Bargaining Unit Recycling Department Employees. Further, the AHRC agrees that once all Bargaining Unit Recycling Department Employees become solely employed by the AHRC, the AHRC will recognize the CBA as governing the terms and conditions of employment for the Bargaining Unit Recycling Department Employees unless or until the CBA is replaced by a subsequent CBA and/or is no longer in effect in accordance with applicable law. At the time of the Conversion Date, the AHRC agrees to credit to each

Bargaining Unit Recycling Department Employee the accrued but unused paid leave balances as maintained by each Bargaining Unit Recycling Department Employee immediately prior to the Conversion Date as reflected in the records maintained by the Commissioners, a copy of which the Commissioners agree to provide to the AHRC immediately following the Conversion Date.

6. The Parties specifically do not intend for the CBA to govern the terms and conditions of employment of any one (1) or more of the existing fourteen (14) AHRC Employees after the Conversion Date, unless and until the AHRC specifically decides to apply the CBA to one (1) or more of the existing fourteen (14) AHRC Employees. In the event that the National Labor Relations Board ever certifies an exclusive representative for any of the existing fourteen (14) AHRC Employees, including but not limited to AFSME, the AHRC agrees to recognize that exclusive representative, as well as to bargain with it in good faith, as required by applicable law. In the event that any individual or entity attempts to claim that the CBA governs the terms and conditions of employment of one (1) or more of the existing fourteen (14) AHRC Employees, the AHRC is specifically permitted to take all lawful steps to refute and defend itself against such a claim.

7. The Commissioners and the AHRC agree that under R.C. § 325.19(C), the Non-Bargaining Unit Recycling Department Employees will be entitled to compensation, at each respective employee's rate of pay as of the Conversion Date, for the prorated portion of any earned but unused paid vacation leave for the current year to the employee's credit at the time of the Conversion Date. AHRC agrees to reimburse the Commissioners within thirty (30) calendar days for the full cost of this compensation.

8. The Commissioners and the AHRC agree that any Non-Bargaining Unit Recycling Department Employee who is eligible for, and elects to receive, a payment of accrued but unused sick leave pursuant to R.C. § 124.39(B), will receive such a payment from the Commissioners. The AHRC agrees to reimburse the Commissioners within thirty (30) calendar days for the cost of any compensation paid pursuant to R.C. § 124.39(B). Otherwise, and pursuant to R.C. § 124.38, any accrued but unused paid sick leave balance as maintained by each Non-Bargaining Unit Recycling Department Employee immediately prior to the Conversion Date as reflected in the records maintained by the Commissioners, following the Conversion Date, shall be placed to each Non-Bargaining Unit Recycling Department Employee's credit upon the Non-Bargaining Unit Recycling Department Employee's re-employment in the public service, provided that the re-employment takes place within ten years of the Conversion Date.

9. The Commissioners shall indemnify and defend the AHRC and its current and former directors, officers, officials, affiliates, employees, agents and representatives, and shall hold each of them harmless from and against all "Losses" that are incurred or suffered by any of them in connection with or resulting from: (a) any Pre-Conversion Date taxes or other government imposed fees owed by the Recycling Department; and (b) the Commissioners' and/or the Recycling Department's Pre-Conversion Date operations. The AHRC shall indemnify and defend the Commissioners and its current and former directors, officers, officials, affiliates, employees, agents and representatives, and shall hold each of them harmless from and against all "Losses" that are incurred or suffered by any of them in connection with or resulting from: (a) any Post-Conversion Date taxes or other government imposed fees owed by the AHRC; and (b) the AHRC's Post-Conversion Date operations. "Losses" means any and all losses, liabilities, damages, penalties, obligations, awards, fines, deficiencies, demands, interest, claims (including third party claims whether or not meritorious), costs and expenses whatsoever (including reasonable attorneys' fees, consultants' and other professional fees and disbursements of every kind, nature and description) resulting from, arising out of or incident to any matter for which indemnification is provided under this Agreement.

10. Both Parties acknowledge that pursuant to O.A.C. § 4123-17-02(B)(3), the AHRC is succeeding the operation of a portion of the Commissioners' business, which is that of the Recycling Department. Pursuant to O.A.C. § 4123-17-02(B)(6)(a), the AHRC expressly agrees to assume the Recycling Department's experience under Ohio's workers' compensation law. Within three (3) calendar days of the date that this Agreement becomes fully executed, the Commissioners or their designee agree to provide the AHRC or their designee a Bureau of Workers' Compensation ("BWC") Notification of Business

Acquisition/Merger or Purchase/Sale (U-118) ("U-118 Form") with all of the information required to be completed by the "former employer" completed. Within five (5) calendar days of the date that this Agreement becomes fully executed, the AHRC or their designee agree to submit to the BWC the fully completed U-118 Form. Both Parties agree to otherwise cooperate fully with the BWC with regard to any information or action the BWC requires in performing its legal duties with regard to the AHRC succeeding the operation of a portion of the Commissioners' business, which is that of the Recycling Department.

11. Nothing contained in this Agreement shall be construed to limit or restrict, in any manner, any legal authority the Commissioners may have with respect with to any matter considered in this Agreement.

12. The covenants and agreements in this Agreement shall survive the Conversion Date.

13. In the event of a breach by the Commissioners or the AHRC, the party in default shall proceed promptly to remedy such breach upon written notification from the other party. In case remedial action is not taken or not diligently pursued within ten (10) calendar days of such written notice, the Commissioners or the AHRC, as applicable, may at any time thereafter pursue whatever remedy it deems appropriate in law or in equity. The Parties hereby irrevocably submit to the jurisdiction of the Court of Common Pleas of Athens County, Ohio, in any action or proceeding arising out of or relating to this Agreement.

14. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by the laws of the State of Ohio.

15. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and those properly succeeding to each in interest by operation of law. The AHRC may not assign this Agreement, or any portion thereof, without the written consent of the Commissioners.

16. No covenant, stipulation, obligation or agreement of the Parties contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, official, director, agent or employee of the Parties in other than that person's official capacity.

17. Nothing in this Agreement, express or implied, is intended to (a) confer upon any person or entity, other than the Parties to this Agreement, any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

18. The text herein shall constitute the entire Agreement between the Parties and replaces and supersedes any previous Agreements between the Parties concerning employees of the Parties, and any modification shall be in writing and approved by the Commissioners and AHRC. This Agreement specifically does not replace and supersede any prior Agreements between the Parties concerning the leasing of real property or the use of equipment, including but not limited to the Agreement with the AHRC executed by the Commissioners on June 30, 2015, which governs the operation of Athens County-titled vehicles by employees of the AHRC, as well as the "Lease Agreement" entered into on August 20, 2013, which governs the lease of premises "consisting of approximately 7.57 acres more or less."

19. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or illegal, the invalidity, unenforceability, or illegality of such provisions shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if the invalid, unenforceable, or illegal provision had not been contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date indicated below.

ATHENS COUNTY BOARD OF COMMISSIONERS

By: _____ Date: _____
Lenny Eliason, President

By: _____ Date: _____
Charlie Adkins

By: _____ Date: _____
Chris Chmiel

ATHENS-HOCKING RECYCLING CENTERS, INC.

By: _____ Date: _____
Chris Chmiel, President

By: _____ Date: _____
Andrea Jones

By: _____ Date: _____
Ed Newman

Approved as to form:

_____ Date: _____
Keller Blackburn
Athens County Prosecuting Attorney

3405847.1 : 10102 00001

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

~ Shawna Bolin - O.U. Joint Facility Study - Discussion regarding the MOU / Scope of Work regarding a consolidated facility study for feasibility and to understand the needs of each entity.. She will return with more information after meeting and consulting with the other entities involved.

O.U. Joint Facility Study - Discussion w/Shawna Bolin

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the following Metropolitan Housing Environmental Reviews, presented by Keith Andrews: (Copies kept on file in Commissioner's Office)

Metropolitan Housing Environmental Reviews

Metropolitan Housing Environmental Review for Continuum of Care Leasing or Rental Assistance Project that is Categorically Excluded Subject to Section 58.5 (Pursuant to 24 CFR 58.35a5.

* Project Name: Athens Serenity Village SAMI Shelter Plus Care - This project consists of 5 units of project based rental assistance for an existing structure located at 34 South Plains Road, The Plains Ohio. The structure is owned by the Athens Hocking Vinton 317 Board who coordinates Supportive Services to priority clients AHV 317 Board System of Care, AMHA is the direct recipient of the grant funds and will administer the funds for the purpose of project based rental assistance at this location.

* Project Name: Athens Shelter Plus Care - This project consists of 33 Shelter Plus Care Vouchers for use in the jurisdiction of Athens County through the Department of Housing and Urban Development and COHHIO as the Ohio Balance of State, Shelter plus Care Tenant Based Rental Assistance Program. AMHA is the direct grant recipient of the grant funds and will administer the funds for the purpose of rental assistance only in the jurisdiction of Athens County.

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

~ Homeagain Micro Chips / Dog Shelter - No Action

Dog Shelter Homeagain Microchips - No Action

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the CRP (Conservation Reserve Program) Contract with Eric Brooks / Brooks Farms. (Copied to page 226).

Brooks Farms - CRP Contract

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

~ Senior Days - Booth Discussion - The Commissioners discussed their attendance in shifts at the EMA Senior Days Event on Thursday, May 19, 2016.

EMA Senior Days - Discussion re Comm. Attendance

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the NPDES Permit Renewal Form for the 691 Landfill, to be sent to the EPA, as prepared by Arcadis U.S., Inc. (Copy of Permit Renewal kept on file in Commissioners's Office).

691 Landfill - NPDES Permit Renewal Form

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. Adkins and seconded by Mr. Chmiel approving the following Travel:

Travel

EMA
Fred Davis, Pam Pierson - OEMAO Quarterly Meeting - May 17, 2016 - Logan, Ohio

Commissioners
BFS Propane Customer Appreciation Days - June 17, 2016 - SR 550 Athens, Ohio

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 New Fund & Line Item Requests/Changes:

New Fund & Line Item Requests/Changes

Auditor - Receipts
037.0371.417100 Other

Auditor - Expenditures
037.0371.520301 Dental Claims
037.0371.520300 Dental Insurance

HAPCAP - Expenditures
479.4794.530101 Contract Serv. (RLF match portion)

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 Transfers:

Transfers

General/Comm.
\$2,343.73 from 001.1941.590520 B&G Contr. Serv., into 571.0016.412800 DJFS Public Assistance
\$3,800.00 from 001.2361.560000 Unanticipated Emerg., into 001.2306.560100 Other Expense

ACWSD

\$56,628.67 from 603.8010.570100 Loan Plant Improv., into 617.0530.422100 Sewer Const. Bond

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 Commissioner Eliason's signature on the State of Ohio Office of Community Development Request for Payment and Status of Funds Request. Draw Number 1 for \$90,000.00. Project Name: Neighborhood Facility/Community Center - Dairy Barn. (Copied to page 221).

Dairy Barn - Office of Comm. Dev. Request for Payment - Draw#1 - Approved

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

~ Johnson Controls - Zach Thomas - Discussion on the Preliminary Energy Audit Review for Athens County Energy Conservation Project and RFQ's.

Johnson Controls - Zach Thomas Discussion Energy Audit Review & Project

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to issue the RFQ for an Energy Service Company pending the Prosecuting Attorney's office signature and to Advertise the following:

RFQ - Energy Conservation & Bldg. Improvements Project - Advertising

**REQUEST FOR QUALIFICATIONS
FOR
Energy Conservation & Building Improvements Project**

Issue Date: May 20, 2016
Submission Due: June 9, 2016

LEGAL NOTICE

The Athens County Board of Commissioners seek Request for Qualifications (RFQ) for an Energy Conservation & Building Improvement Project from qualified Energy Services Companies, (ESCO). For more information, please contact the County Clerk via email only. Contact information provided below. Deadline for submission is Thursday, June 9th, at 3:00pm.

JoAnn Sikorski, County Clerk
Board of County Commissioners
Athens County, OH
Email: jsikorski@athensoh.org

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. Adkins and seconded by Mr. Chmiel 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 Sikorski, Clerk

Lenny Eliason, President

Julie Brooks, Assistant Clerk

Chris Chmiel, Vice-President

Charlie Adkins