

REGULAR SESSION

Agenda

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session February 15, 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 CONVENES AT 9:30 A.M
AGENDA FOR February 15, 2018 (moved from the 13th)
APPROVE AGENDA APPROVE BILLS
APPROVE MINUTES from January 30, 2018

~APPROPRIATIONS

Common Pleas

\$3,450.00 into 257.2572.560100 Other

HAPCAP

\$60,000.00 into 007.5078.530150 LIGHTS

Juvenile Court

\$38,686.00 into 292.2922.510200 Salaries

\$15,697.00 into 292.2922.520100 Insurance

\$721.00 into 292.2922.522100 Medicare

\$6,616.00 into 292.2922.525100 PERS

(\$9,764.00) into 292.2922.550100 Equipment

\$996.00 into 292.2922.560100 Other

\$3,000.00 into 292.2922.560300 Travel

Planner

\$25,0000.00 into 501.3130.562655 Community Grants

Auditor

\$8.20 into 002.2455.560110 Ohio St. Vet Medicine

Treasurer

\$20,000.00 into 203.0203.530300 LandBank

~ TRANSFERS

Athens-Hocking SWD

\$752.00 from 739.9480.580100 Transfer Funds, into 744.0744.417100 Other /oepa litter grant

\$12,748.00 from 739.9480.590100 Advance Funds, into 744.0744.421100 Advance In

09:30 Planner - Jessie Powers
09:45 DJFS - Scott Zielinski
10:30 EMS - Chief Rick Callebs
11:00 Frank Lavelle, Atty.
11:15 Mary Beth Brown - Dog Warden

~ AGENDA ITEMS

Amended Certificate
Dog Shelter Volunteers
Dog Shelter - Surplus Property
Dog Tag Fees - Coolville
Trimble Twp. road vacation
Take Back the Night walk/parade
SEPTA - HVAC Pay Request #2
ACBDD Board Appointments
Pro Atty. - County Surplus Property
Middleport Jail Contract
Architect Contract
Court Security Committee
Surplus Property - Generator Sheriff's Office
Poston Road property
Application for Real Property Tax Exemptions

~TRAVEL

Commissioners
Comm. Chris Chmiel - Forest Serv. listening session - Focus Pointe Global Ohio - Feb. 20, 2018 - Columbus, Ohio

Dog Warden
Mary Beth Brown, Warden; Ashley Ward, Henry Bucher - Midwest Vet. Conf. - Feb. 22-25, Columbus, Ohio

Common Pleas
Magistrate Melinda Bradford - DR Spring Seminar - March 21 & March 23 - Columbus, Ohio

County Planner

Jessie Powers - Resource Conserv. & Dev. Buckeye Hills Mtg. - Marietta, Ohio
EODA Winter Mtg. - Feb.16 - Cambridge, Ohio

Clerk of Courts
Tina Willis, Katie Coffman - Training Expungement Sealing - Feb. 21 - Columbus, Ohio

EMA
Dan Pfeiffer, Pam Pierson - SE Ohio Quarterly EMA Sector Mtg. - Feb.20 - Circleville, Ohio
Dan Pfeiffer - Ohio EMA Spring Conf. - April 16-18 - Dublin, Ohio

WIOA
Jean Demosky - Mtg. w/Aspire WF Dev. Brd. Member J. Bartee - Feb.15 - Buckeye Hills, Thurman, Ohio
Monthly WDB Dir. Mtg. - Feb. 21 - Columbus, Ohio

Recorder
Jessica Markins - ORA Spring Continuing Educ. - Feb. 13-14 - Columbus, Ohio

~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 January 30, 2018.

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: February 15, 2018 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.

Bills

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 Appropriations:

Appropriations

Common Pleas
\$3,450.00 into 257.2572.560100 Other

HAPCAP

\$60,000.00 into 007.5078.530150 LIGHTS

Juvenile Court
\$38,686.00 into 292.2922.510200 Salaries
\$15,697.00 into 292.2922.520100 Insurance
\$721.00 into 292.2922.522100 Medicare
\$6,616.00 into 292.2922.525100 PERS
(\$9,764.00) into 292.2922.550100 Equipment
\$996.00 into 292.2922.560100 Other
\$3,000.00 into 292.2922.560300 Travel

Planner
\$25,0000.00 into 501.3130.562655 Community Grants

Auditor
\$8.20 into 002.2455.560110 Ohio St. Vet Medicine

Treasurer
\$20,000.00 into 203.0203.530300 LandBank

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

Athens-Hocking SWD
\$752.00 from 739.9480.580100 Transfer Funds, into 744.0744.417100 Other /oepe litter grant
\$12,748.00 from 739.9480.590100 Advance Funds, into 744.0744.421100 Advance In

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 Park Use Agreement between Athens County and the Ferndale Baseball Association, as recommended by Jessie Powers, County Planner:

Planner - Ferndale Park Park Use Agrmt.

PARK USE AGREEMENT BETWEEN
ATHENS COUNTY AND THE FERNDALE 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 Ferndale 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 1.6 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 use 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

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- I. 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 conditions.

ARTICLE VITI - Propeey

1. The Association shall retain ownership of the following: (bleachers, scoreboards, 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 backstops and fencing were built by the County and the Board shall retain ownership of these items.

ARTICLE IX- Notification and Approval of Improvements

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 permission will be granted provided it can be shown that the repair, modification or improvement will provide a benefit to Park or its spectators and/or 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 removal 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 Parties, will constitute a breach under Article XIV, Section 3, and result in termination of this Agreement.

ARTICLE XI - Maintenance

I. 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 need~ during practices, game play or tournament season, and shall keep the ball field area free of litter.
- 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 nearly as is practicable.
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 as 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.

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 15th day of February, 2018.

BOARD OF COMMISSIONERS OF ATHENS
COUNTY OHIO

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

FERNDAL BASEBALL ASSOCIATION

By: -----:

Full copy of agreement 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.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing moving forward for a \$4,000.00 expenditure for the hiring of a Summer Intern/Support Staff Clerical position for the County Planner, Full Time Intern Summer Employment.

County Planner - Authorize Summer Intern

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 the closure of DJFS on Friday, June 22, 2018 for their Annual Required Training at Hocking College in Nelsonville, as requested by Scott Zielinski, Director DJFS.

DJFS Closed Annual Training/Retreat

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

Updates by DJFS Director, Scott Zielinski:

DJFS Updates

~ Mr. Zielinski informed the Commissioners of the re-posting of the Information Technology position on Indeed.Com, as well as local advertising, due to lack of response.

~ On February 20th, a lot of the systems will be down at DJFS, they will be open but will have limited services.

The in home child care aid project has been advertised in the local newspapers, with four (4) people that are in the certification process.

The Shared services concept with nine (9) other counties (with Athens taking the majority of calls) Mr. Zielinski has concerns and will be meeting with case workers, getting their input before returning with more updates for the Commissioners.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the Amended Certificate, dated February 13, 2018 prepared by Jill Thompson, Athens County Auditor.

Amended Certificate

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

Dog Shelter Volunteers

liability for volunteers, as recommended by Mary Beth Brown, Athens County Dog Warden. Signed volunteer forms kept on file at the Dog Shelter. One Agreement was Denied for an individual under 18 years of age, with no parental signature.

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 Surplus Property for the Dog Shelter, to be destroyed.:

- Seven (7) swivel desk chairs (all broken)
- Eight (8) foot folding table (broken)
- Compact refrigerator - (broken, keeps blowing fuses)

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 approve waiving the Dog License Duplicate penalty fee of \$5.00 for the month of February, in the Coolville area only, due to no delivery of tags by the Post 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 Commissioner Meeting Date Change:

From Tuesday, March 20th to Monday March 19th, 2018 (with recess until Friday, March 23rd for Road Viewing & Hearing)

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 Trimble Twp. 609 Road Viewing (9:30 a.m.) And Trimble Twp. 609 Public Hearing (11:00) during the March 19th (recessed meeting on March 23rd).

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 approve the ringing of the Courthouse Bell on April 5th at 7:30 p.m. for the Take Back The Night Walk/Parade.

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 SEPTA - HVAC pay request #2 in the amount of \$10,856.15 to Twin Oaks Refrigeration.

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

Dog Shelter Surplus Property

**Dog Tags - Waive Penalty Fee of \$5 Dog Tags
Penalty Fee Coolville Only**

Commissioner Mtg. Date Change to March 19

Trimble Twp. 609 Road Viewing & Hearing

**Take Back the Night Walk/Parade - Ring
Courthouse Bell**

SEPTA-HVAC Pay Request#2

A motion was made by Mr. Chmiel and seconded by Mr. Adkins appointing the following individuals Athens County Board of Developmental Disabilities

ACBDD - Appointments - S. Oliver - M. Oestrike

Sherry Oliver in the position of Athens County resident, term beginning January 1, 2018, ending December 31, 2021.:

Michelle Oestrike in the position of Athens County resident, term beginning January 1, 2018, ending December 31, 2021.

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 for the Prosecuting Attorney's Office:

Pro Atty. - Surplus Property

4 single arm fabric office guest chairs - (burgundy)

Tag#0115-00171

Tag#0115-00172

Tag#0115-00173

Tag#0115-00176

* To be destroyed

Leather high back office chair - Broken (burgundy)

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 2018 Jail Housing Contract between the Village of Middleport/Middleport Jail and the Athens County Sheriff - The daily housing fee that would be charged to Athens County Sheriff remains unchanged at \$60.00 (sixty) per day. Copy of Contract on file in Commissioners Office.

Middleport Jail Contract Approved

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 Proposal/Agreement with BDTAID, Inc., Athens, Ohio as follows:

Pro. Atty. - Contract w/BDTAID, Inc. New Door

Project:

New Door for Prosecutor's Suite

Athens County Courthouse

15 S. Court St.

Athens, Ohio 45701

Services:

Design with construction observation

Disciplines:

Architecture

Delivery Method :

Design-Bid-Build

Project Summary:

New corridor door into office/restroom suite. New door to be handicap accessible, 20 minute fire

rated with card access

SCOPE OF BASIC SERVICES

Architect's Basic Services under this Agreement include preparation of the following:

- Service- Code Compliance Document Preparation
 - o Visit site to measure and document the existing conditions.
 - o Review design requirements with client.
 - o Provide preliminary floor plan based on clients requirements. Review design with client and adjust plan for final approved floor plan.
 - o Using final approved floor plan, provide code compliance documents in sufficient detail for submittal to the State of Ohio for approval.
 - o Drawings will provide generic descriptions for doors, hardware and finishes, dient to provide final selection of these items.
 - o Submittal of applications and drawings to the building deparbnents for approval.
 - o Printing included for design and permits, any additional printing per amounts listed in Additional Services.
 - o Mileage included for site visit and travel to building department.
 - o Architect's Limited Administration of the Construction Contract, including one site visit during construction when requested by the Client or at the Architect's discretion, to discover, correct or mitigate errors, inconsistencies or omissions and to review and observe, in general, if construction is proceeding in accordance with the documents.
- Items not included:
 - o Payment of permit fees to building departments not included in our fee. An estimate of these fees is provided below. Our office will pay permit fees upon submittal and invoice the client for the cost, with no mark up.
 - o Client to provide bidding and administration of construction. BOT will provide clarifications for drawings via phone or email. Required site visits beyond the one listed in our service will be considered additional services.
 - o Client to coordinate inspections with the building department.

FEE ARRANGEMENT

Basic Services Fee.

- o Permit Design and Documents
 - o Printing and Mileage
 - o Estimated Permit Fees
- \$ 1570.00
- \$85.00
- \$650.00

Additional Services are services not described in the Scope of Basic Services above and shall only be provided if requested or confirmed in writing by the Client. At owner's request we can

provide additional drawings, material and equipment detail, interior design and construction administration. When Additional Services are performed, they will be invoiced monthly with any additional reimbursable expenses. Additional services fees as follows:

- o Design hourly rate \$ 115.00 | hr
- o Drafting hourly rate
- o 24x36 prints, each
- o Mileage to the site, building department

EXECUTION OF AGREEMENT

\$ 60.00 | hr

\$ 0.961 sheet

\$ 0.58 1 mile Copy of agreement 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.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins appointing Commissioner Adkins to the participate in the Court Security Committee, a letter was sent to all elected officials and department heads from Ron Hawk, Chief Constable Athens County Courthouse::

Court Security Committee Letter

To Elected Officials/Department Heads,

In an effort to comply with the Ohio Supreme Court's mandated security standards, I am respectfully requesting all department heads or their designee to participate in a court security committee.

This committee will be comprised of one person from each department, who will weigh in on security issues that need focused on in the court house, annex, and related grounds. Participating with this security committee will help all involved to identify and address concerns relating to everyone's security and safety in our collective work environment.

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 - Sheriff Department:

Sheriff - Surplus Property

ONAN Diesel Generator - Model# 1550DFE15RV19484LK - Serial # K780374979

Offers will be made to local communities for possible back up use. If no offers made, it will be put out for bid with \$1,000.00 minimum.

Commissioner Chmiel will contact ACWSD Supt. Rich Kasler, to get list of local entities who might be interested.

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

~ Poston Road Property - Commissioner Adkins spoke with Bill Allen, Columbia Gas, who is wanting to expand an area 4 to 10 acres. Commissioner Eliason will follow up with Mr. Allen.

Poston Rd. Property - Columbia Gas

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the signature of Commissioner Eliason on the applications for real property tax exemption and remission for the following Athens County properties:

Property Tax Real Property Applications

G01-00100446-00, Cochran

K01-00100201-02, Grimm

N01-00100749-00, Waterloo Twp.

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:

Travel

Commissioners

Comm. Chris Chmiel - Forest Serv. listening session - Focus Pointe Global Ohio - Feb. 20, 2018 - Columbus, Ohio

Dog Warden

Mary Beth Brown, Warden; Ashley Ward, Henry Bucher - Midwest Vet. Conf. - Feb. 22-25, Columbus, Ohio

Common Pleas

Magistrate Melinda Bradford - DR Spring Seminar - March 21 & March 23 - Columbus, Ohio

County Planner

Jessie Powers - Resource Conserv. & Dev. Buckeye Hills Mtg. - Marietta, Ohio

EODA Winter Mtg. - Feb.16 - Cambridge, Ohio

Clerk of Courts

Tina Willis, Katie Coffman - Training Expungement Sealing - Feb. 21 - Columbus, Ohio

EMA

Dan Pfeiffer, Pam Pierson - SE Ohio Quarterly EMA Sector Mtg. - Feb.20 - Circleville, Ohio

Dan Pfeiffer - Ohio EMA Spring Conf. - April 16-18 - Dublin, Ohio

WIOA

Jean Demosky - Mtg. w/Aspire WF Dev. Brd. Member J. Barteo - Feb.15 - Buckeye Hills, Thurman, Ohio

Monthly WDB Dir. Mtg. - Feb. 21 - Columbus, Ohio

Recorder

Jessica Markins - ORA Spring Continuing Educ. - Feb. 13-14 - Columbus, 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 accepting the resignation of Emily Robertson, EMS employee, as recommended by EMS Chief, Rick Callebs.

EMS - Resignation E. Robertson

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 10:35 with EMS Chief Rick Callebs, Asst. Chief, Amber Pyle to discuss hiring/promotions, collective bargaining, property.

**Executive Session - EMS -
Discuss Hiring, Promotions, Collective
Bargaining, Property**

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 10:58.

Return to Regular Session - EMS

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 hiring for the Captain's position, real estate- no decisions - Meeting with collective bargaining team closer to negotiating time.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to form a committee to include Deputy Chief, Tammy Wires, Comm. Charlie Adkins and a representative from 911 for the Captain hiring.

EMS - Committee Formed for Captain Hiring

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 Frank Lavelle, Atty., Rich Kasler, ACWSD Supt., Clerk JoAnn Rockhold to discuss acquisition of real estate.

**Executive Session w/Frank Lavelle, Atty.
US50 Sewer Proj. Discussion - Easement
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 11:20.

**Return To Regular Session - US50 Sewer
Proj. Discussion of Land Acquisition**

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 land acquisition for the US50 Sewer Project.

~ Dog Warden, Mary Beth Brown - Also present was Assistant Wardens, Ashley Ward and Bud Bucher - Along with The Friends of

Dog Warden - Discussion re Scheduling

the Shelter - Ann Cornwell and Angela Marx - Discussion regarding scheduling and extended hours at the Shelter and the fact that the Commissioners had asked for her to put together a schedule.. She presented a sheet with statistics of transactions of when business is being conducted at the Shelter, stating that they are not doing very many transactions on Saturdays (current hours at shelter is 10-12) and on Wednesdays remain closed to the public, with most transactions occurring before 3:00 p.m. FOS, Ann Cornwell stated that they feel more adoptions would be done if the hours were extended on Saturday as well as for adoption events. The Commissioners feel that extended hours on Saturday are needed to serve the public, however the Warden is concerned with the staff going into overtime and it will be more costly to the Shelter, also they would be unable to do special events. At the Commissioners request, a proposed schedule was drafted by the Clerk, for the shelter staff to evenly distribute tasks, call outs and minimize overtime. Commissioner Adkins asked the Dog Warden if a written schedule exists to which she replied yes, that due to being a small staff, they have to work together to solve any scheduling issues. She stated she would provide the Commissioners with a copy of their call out schedule. Commissioner Adkins expressed concerns with the on-call schedule process required by 911 Center for Emergencies and requested a copy be sent to him. Commissioner Eliason stated that after reviewing the statistic sheet that was presented, it appears that most transactions occur after 4:00 p.m., which does not justify their logic of closing earlier. Regarding the proposed schedule, Commissioner Adkins stated that Auditor employee Nick Dillon said he could work one (1) Saturday a month and could be added to the schedule. The on-call schedule will be re worked to include Assistant Warden, Ashley Ward. The schedule will be finalized and updated for approval at next week's meeting. The Warden also discussed the upcoming Training in Columbus Feb. 22-25 and having Auditor Employee Nick Dillon to cover the shelter on Thursday and Friday, and the Shelter will be closed on Saturday, February 24th. Notice will be sent out regarding the Shelter being closed that day due to Training.

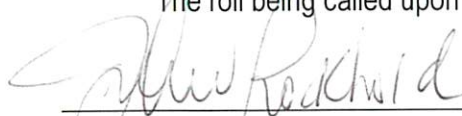
Discussion regarding the PetSmart event which would incur some comp time hours for their National Adoption Days over the weekend. She also presented a draft of a postcard for mailing, she feels would be effective in promoting delinquent dog tags, to be sent to every residential address in the County as a reminder. She also suggested some Saturday off site dog tag sales. She will discuss further at next week's meeting.

Extended Hours - Call outs - Misc. Items

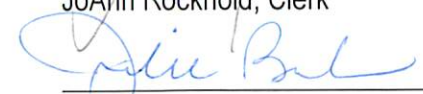
A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adjourn the above meeting.

Adjourn

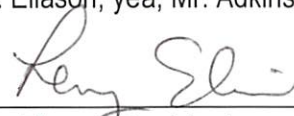
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.



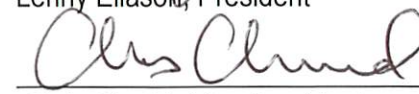
JoAnn Rockhold, Clerk



Julie Brooks, Assistant Clerk



Lenny Eliason, President



Chris Chmiel, Vice-President



Charlie Adkins