

REGULAR SESSION

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session February 27, 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 27, 2018  
APPROVE AGENDA APPROVE BILLS  
APPROVE MINUTES FROM February 15 and February 22, 2018

~APPROPRIATIONS

Common Pleas  
\$3,482.00 into 256.6402.510200 Salaries  
\$51.00 into 256.6402.522100 Medicare  
\$35.00 into 256.6402.524100 Workers Comp.  
\$531.00 into 256.6402.525100 PERS  
\$3,500.00 into 256.6402.530100 Contr. Serv.

~TRANSFERS

Commissioners  
\$652.34 from 001.2361.56000 Contingency Fund, into 001.1951.560125 B&G Taxes

09:30 Bid Opening - EMS Ambulance  
09:35 Jessie Powers - Co. Planner  
09:40 911 - Lt. Maynard  
10:00 Lynn Nelson - CWS - Copier Company  
10:15 Mark - DD Board  
10:30 HDR, Inc. - Kyle Schwieterman - Athens update  
10:50 Rick Callebs - EMS  
11:45 Nellie Sullivan - Resolution  
01:30 Mary Beth Brown - Dog Warden

~ AGENDA ITEMS

Amended Certificate  
Trimble Twp 609

5. The cost of the property boundary survey for the above listed parcels will be split by Local Government and Conservancy, which is specified in the Attached Proposal No. 181127;

6. In the event the project is completed under budget, the parties agree that the cost saved to the Local Government will be used to pay a percentage of more than half of the survey cost; and

7. Upon the survey being completed for the above parcels, Conservancy agrees to transfer the parcels to Local Government.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Local Government  
By: John G. ...  
Title: President  
Date: 2/27/15  
Conservancy  
By: Paul ...  
Title: Information Technology Officer  
Date: 1 March 2018

MEMORANDUM OF UNDERSTANDING

Regarding Construction of the First Road Extension of the Athens to Belgium Rail Trail

This MEMORANDUM OF UNDERSTANDING (Agreement) is made and entered into this day of March, 2018 by and between the Athens County Commissioners, Athens County, Ohio (hereinafter called the "Local Government" and "The Athens Conservancy, hereinafter called "Conservancy").

WHEREAS, the Local Government is the Owner of the Ohio Department of Natural Resources Road Extension for the Clean Ohio Trail Fund grant funded construction of the Athens to Belgium Rail Trail from Road Extension

WHEREAS, The Rail trail is within the jurisdiction partially owned and managed by the Local Government

WHEREAS, The Conservancy owns a portion of the Rail Trail, which will be transferred to the county upon completion of a property boundary survey for Conservancy parcels located in Hamms & Troy Townships being parcel 8's K010010001104, K010010002301, L010010076201, L010010076202, L010010073806, L010010073807, L010010073808, L010010073809, L010010074501 relative to The Baltimore and Ohio Railroad Company right of way and track maps V.145.1, Station 9268+67 to Station 5573+36;

WHEREAS, The cost of the property boundary survey for the area listed above will be paid by both the Local Government and Conservancy, with each entity paying half the cost. The cost of the survey is specified in the attached Proposal No. 181127. In the event the project is completed under budget the cost savings to the Local Government will be used to pay more than half the survey cost.

NOW, THEREFORE, BE IT RESOLVED that in the interest of expediency, the conservancy authorizes the Local Government to move forward with construction of the Rail Trail in compliance with the Ohio Department of Natural Resources Grant Agreement.

1. The Local Government has received a grant from the Clean Ohio Trail Fund which is to further the construction of the trail of Athens, Ohio to the Belgium Rail Trail from Road Extension;

2. The Rail trail is partially owned and managed by the Local Government;

3. The Conservancy owns a portion of the Rail Trail - specifically Parcel IDs # L010010001104, K010010002301, L010010076202, L010010073806, L010010073807, L010010073808, L010010073809, L010010074501;

4. A property boundary survey for the above listed parcels is necessary;

Surplus Generator  
ACCS, Pro. Atty. - Contract Amendment  
OWDA Loan 7958 - US 50 Sanitary Sewer System Improv Phase 3  
Rural Broadband HB378  
Fairgrounds Sheriff Building

~TRAVEL

Commissioners  
JoAnn Rockhold, Julie Brooks - CLCCA Spring Meeting - April 19-20, 2018 - Bellville, Ohio

Common Pleas  
Judge George P. McCarthy - Specialized Docket Roundtable - Veterans - April 12 - Supreme Court

~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 payment of the required County Bills, which are included in the list of the ACCOUNTS PAYABLE CHECK REGISTER - Athens County, Date: February 27, 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.

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 27, 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.

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 February 15 and February 22, 2018.

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

~ Bid Opening - 9:30 - EMS 2010 Ambulance

The following bids were received and opened by Commissioner Eliason for the 2010 EMS Ambulance:

JR McKee	Bid \$1,555.00
Richard Crossen	Bid \$1,010.00
Colorado Fleet & Mobility	Bid \$3,751.00

**RADIO TOWER SITE LEASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 27th day of February 2018, by and between Interlimate, hereinafter called the "Lessee" and the Alabama County Board of Commissioners, Athens County, Ohio, hereinafter called the "Lessor".

**WITNESSETH:**

That for and in consideration of the covenants, considerations, promises and agreements herein contained, said Lessor agrees to lease to Lessee space on the tower and in the shelter building on a parcel of land known as 11 North Lancaster Street, Athens Ohio 45701.

1. **USE.** The premises will be used and occupied by Lessee in a careful, safe, and proper manner. The premises are leased to be used for providing radio communications as may be determined by Lessee from time to time. Lessee may use the premises for such other uses as are incidental or related to providing such radio communication. 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 this Agreement is for a period of five (5) years commencing the 1st day of January, 2018 and ending the 1st day of January, 2021. This Agreement will automatically renew for (3) year increments, unless, prior to a renewal, either party, with or without cause, gives the other party written notice of intention to cancel at least ninety (90) days prior to such cancellation.

3. **RIGHTS RETAINED BY LESSOR.** Lessor shall retain all oil, gas and mineral rights in and under said land in which Lessor has an interest at the date hereof; however, Lessor shall not have the privilege of using the surface of the premises for drilling, mining or farming operations or any other use that would interfere with Lessee's use without the

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the above mentioned bids and award the bid to Colorado Fleet & Mobility, LLC. In the amount of \$3,751.00.

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 MOU for cost splitting with the Athens Conservancy for the survey costs of the Frost Road Extension, Athens to Belpre Rail Trail, as recommended by Jessie Powers, Athens County Planner:

MEMORANDUM OF UNDERSTANDING

Regarding Construction of the Frost Road Extension of the Athens to Belpre Rail Trail

This MEMORANDUM OF UNDERSTANDING (Agreement) is made and entered into this 1<sup>st</sup> day of March, 2018 by and between the Athens County Commissioners, Athens County, Ohio (hereinafter called the "Local Government" and The Athens Conservancy, hereinafter called "Conservancy".

WHEREAS, the Local Government is the Grantee of the Ohio Department of Natural Resources for the Clean Ohio Trail Fwd grant funded construction of the Athens to Belpre Rail Trail Frost Road Extension

WHEREAS, The Rail trail is within the jurisdiction partially owned and managed by the Local Government

WHEREAS, The Conservancy owns a portion of the Rail Trail, which will be transferred to the county upon completion of a property boundary survey for Conservancy parcels located in Rome & Troy Townships being parcel #'s K010010001101, K010010002301, L010010076201, L010010076202, L010010075202, L010010073806, L010010073803, L010010073801, L010010074502, & L010010074501 relative to The Baltimore and Ohio Railroad Company right of way and track maps V.145.1 Station 9268+87 to Station 9573+36.:

WHEREAS, The cost of the property boundary survey for the area listed above will be paid by both the Local Government and Conservancy, with each entity paying half the costs. The cost of the survey is specified in the attached Proposal No. 181127. In the event the project is completed under budget the cost savings to the Local Government will be used to pay more than half the survey cost.

NOW, THEREFORE, BE IT RESOLVED that in the interest of uniformity, the conservancy

against Lessor as to personal injuries or property damages, due solely from the negligence, in the occupancy of the premises by Lessee, its agents, employees, or invitees.

8. **RENTAL FEE.** Lessee agrees to pay Lessor, as rental hereunder, the following: \$200.00 (two hundred dollars) per month. Any change in rate structure shall be negotiated at least 120 days prior to the anniversary date of this Agreement.

Said fee becomes effective the 1st day of January, 2018. Payments shall be made to:

Address County 911  
13 West Washington Street  
Athens, Ohio 45701  
(740) 592-3273

9. **BINDING EFFECT.** All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto.

10. **RECORDING.** This Agreement shall be recorded in the Office of the Recorder of Athens County, Ohio, within thirty (30) days of the execution of this Agreement by all parties.

prior written approval of Lessee, which written approval shall not be unreasonably withheld.

4. **INGRESS AND EGRESS; REPAIR OR DAMAGE.** Lessee shall have the right of ingress and egress to said premises at all times, and shall remove any and all improvements, buildings or structures owned by Lessee and shall have the right of ingress and egress for up to twelve (12) months after the termination hereof for the purpose of removing any improvements, buildings, structures, radio towers, property, fixtures or equipment placed upon the premises by Lessee, which Lessor expressly agrees shall be and remain the property of Lessee and which Lessee shall remove at its sole expense within twelve (12) months after the termination of this Agreement. Lessee shall be responsible for the cost of repairing any damage to the premises resulting from the construction, erection or removal of Lessee's property, radio tower, building(s), fixtures or equipment. Lessee shall be responsible for the cost of repairing any damage to the premises resulting from any exercise of rights of ingress and egress described herein, reasonable wear and tear excepted.

5. **INSURANCE.** Lessee shall be responsible for the payment of all insurance on the personal property placed on the premises by Lessee during the term of this Agreement.
6. **LESSOR'S TITLE.** Lessor covenants that it has good title to the premises, has good right to lease the same, and warrants and agrees to defend the title thereto. Lessor shall indemnify, reimburse and hold harmless from all damages and expenses which Lessee may suffer by reason of any breach of this covenant or of any restriction, covenants or duties in such title.

7. **INDEMNIFICATION.** Lessee will indemnify and save Lessor harmless against all lost, costs, expenses, attorney fees, and damages suffered or incurred by Lessor in the discharge of mechanics' liens, filed or indicated, in the Lessee's improvement or maintenance of the premises, or in the defense or discharge of claims asserted or perfected

authorizes the Local Government to move forward with construction of the Rail Trail in compliance with the Ohio Department of Natural Resources Grant Agreement.

1. The Local Government has received a grant from the Clean Ohio Trail Fund which is to further the construction of the trail of Athens, Ohio to the Belpre Rail Trail Frost Extension;

2. The Rail trail is partially owned and managed by the Local Government;

3. The Conservancy owns a portion of the Rail Trail - specifically Parcel IDs# K010010001101,K010010002301,L010010076201,L010010076202, L010010075202,L010010073806,L010010073803,L010010073801, L010010074502, & L010010074501;

4. A property boundary survey for the above listed parcels is necessary;

5. The costs of the property boundary survey for the above listed parcels will be split by Local Government and Conservancy, which is specified in the Attached Proposal No. 181127;

6. In the event the project is completed under budget~ the parties agree that the cost saved to the Local Government will be used to pay a percentage of more than half of the survey cost; and

7. Upon the survey being completed for the above parcels, Conservancy agrees to transfer the parcels to Local Government

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Local Government:

By: /s/ Lenny Eliason

Title:.. President

Date: 2/27/2018

Conservancy:

By: David Gedeon

Title:..Information Technology Officer

1 March 2018

(Copied to pages 106)

STATE OF OHIO  
COUNTY OF ATHENS, ss

The foregoing RADIO TOWER SITE LEASE AGREEMENT was acknowledged before me this 27 day of February, 2018, by Lenny Eliason, Charlie Adkins, and Chris Chmeil, for and behalf of the Athens County Commissioners, the "LESSOR".



JO ANN SIKORSKI  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 3, 2020

[Signature]  
NOTARY PUBLIC

STATE OF OHIO  
COUNTY OF ATHENS, ss

The foregoing RADIO TOWER SITE LEASE AGREEMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Chris Cooper, for and behalf of Intelliwave, LESSEE" herein.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed  
this 27<sup>th</sup> day of February, 2018.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

LESSOR  
Athens County Commissioners

Witness [Signature]  
Witness [Signature] 9H Comm.

[Signature]  
The Board of Commissioners of Athens  
County, President  
[Signature]  
Commissioner  
[Signature]  
Commissioner

LESSEE  
Intelliwave

Witness \_\_\_\_\_  
Witness \_\_\_\_\_

Chris Cooper

This instrument prepared by: Keller J. Blackburn  
Athens County Prosecuting Attorney



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 Radio Tower Site Lease Agreement, as recommended by Acting 911 Director Lt. Aaron Maynard:

RADIO TOWER SITE LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of February 2018, by and between Intelliwave, hereinafter called the "Lessee" and the Athens County Board of Commissioners, 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 space on the tower and in the shelter building on a parcel of land known as 11 North Lancaster Street, Athens Ohio 45701.

1. USE. The premises will be used and occupied by Lessee in a careful, safe, and proper manner. The premises are leased to be used for providing radio communications as may be determined by Lessee from time to time. Lessee may use the premises for such other uses as are incidental or related to providing such radio communication. 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 five (5) years commencing the 1st day of January, 2018 and ending the 1st day of January, 2021. This Agreement will automatically renew in (5) year increments, unless, prior to a renewal, either party, with or without cause, gives the other party written notice of intention to cancel at least ninety (90) days prior to such cancellation.

3. RIGHTS RETAINED BY LESSOR. Lessor shall retain all oil, gas and mineral rights in and under said land in which Lessor has an interest at the date hereof; however, Lessor shall not have the privilege of using the surface of the premises for drilling, mining or farming operations or any other use that would interfere with Lessee's use without the

prior written approval of Lessee, which written approval shall not be unreasonably withheld.

4. INGRESS AND EGRESS; REPAIR OR DAMAGE. Lessee shall have the right of ingress and egress to said premises at all times, and shall remove any and all improvements, buildings or structures owned by Lessee and shall have the right of ingress and egress for up to twelve (12) months after the termination hereof for the purpose of removing any improvements, buildings, structures, radio towers, property, fixtures or equipment placed upon the premises by Lessee, which Lessor expressly agrees shall be and remain the property of Lessee and which Lessee shall remove at its sole

TERM SHEET

The parties to the foregoing Cooperative Agreement hereby agree that the following terms shall be incorporated into said Cooperative Agreement and made part thereof:

Agreement Date: February 22, 2018

LGA: Athens County

The LGA is a (specify category of governmental body, e.g., municipal corporation, county, township, etc.):  
County

LGA Resolution Date:

LGA Application Date: January 09, 2018

Application Approval Date: February 22, 2018

System: All Revenues from all sewer facilities of Athens County are promised as repayment for the below referenced project:

Account #: 7958 Design of sewer collection system to replace aging septic systems for 1,100 homes.

Maximum Loan Amount: \$1,562,148.00

Estimated Semi-annual Loan Payment: \$39,053.70

Contract Annual Interest Rate and Terms:  
\$1,562,148.00 at 3.060% from Fresh Water Fund (Planning) for 5 years starting on July 01, 2019, Approved on February 22, 2018

LGA Notice Address:  
15 S. Court St. 2nd Floor  
Athens, OH 45701

By:  
Executive Director

Date:

LGA: Athens County

By:

Authorized Official

Date:

2/27/18

expense within twelve (12) months after the termination of this Agreement. Lessee shall be responsible for the cost of repairing any damage to the premise resulting from the construction, erection or removal of Lessee's property, radio tower, building(s), fixtures or equipment. Lessee shall be responsible for the cost of repairing any damage to the premise resulting from any exercise of rights of ingress and egress described herein, reasonable wear and tear excepted.

5. INSURANCE. Lessee shall be responsible for the payment of all insurance on the personal property placed on the premise by Lessee during the term of this Agreement.

6. LESSOR'S TITLE. Lessor covenants that it has good title to the premise, has good right to lease the same, and warrants and agrees to defend the title thereto. Lessor shall indemnify, reimburse and hold harmless from all damages and expenses which Lessee may suffer by reason of any breach of this covenant or of any restriction, encumbrance or defect in such title.

7. INDEMNIFICATION. Lessee will indemnify and save Lessor harmless against all lost, costs, expenses, attorney fees, and damages suffered or incurred by Lessor in the discharge of mechanics' liens, filed or inchoate, in the Lessee's improvement or maintenance of the premise, or in the defense or discharge of claims asserted or perfected against Lessor as to personal injuries or property damages, due solely from the negligence, in the occupancy of the premise by Lessee, its agents, employees, or invitees.

8. RENTAL FEE. Lessee agrees to pay Lessor, as rental hereunder, the following:

\$200.00 (two hundred dollars) per month. Any change in rate structure shall be negotiated at least 120 days prior to the anniversary date of this Agreement.

Said fee becomes effective the 1st day of January, 2018. Payments shall be made to:

Athens County 911

13 West Washington Street

Athens, Ohio 45701

(740) 592-3273

9. BINDING EFFECT. All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto.

10. RECORDING. This Agreement shall be recorded in the Office of the Recorded of Athens County, Ohio, within thirty (30) days of the execution of this Agreement by all parties. (Copied to pages 107-109)

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 transfer of ownership of forty (40) emergency cache radios to the Athens County Emergency Management Agency (EMA), as recommended by Acting 911 Director, Aaron Maynard. These MARCS radios, will be regulated first by EMA and in their absence, 911 communications will assist with their

distribution when communicated and warranted.

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

~ Lynn Nelson - CWS Copier Company - Parkersburg, WV - Presentation of services available.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins proclaiming March 2018 as "DEVELOPMENTAL DISABILITIES AWARENESS MONTH":

WHEREAS Ohio's county boards of developmental disabilities were established by the Ohio General Assembly on October 25, 1967; and

WHEREAS the mission and purpose of Ohio's county boards of DD remain as strong as ever, with county boards continuing to provide vital supports and resources to Ohioans with developmental disabilities and their families; and,

WHEREAS the more than 600 people with developmental disabilities served by the Athens County Board of Developmental Disabilities, their families, friends, neighbors, and co-workers encourage everyone to focus on the abilities of all people; and

WHEREAS the most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution; and

WHEREAS policies must be developed, attitudes shaped, and opportunities offered that allow people with developmental disabilities to live as independently and productively as possible in our community; and

WHEREAS in recognition of this important goal, the statewide theme for 2018 Developmental Disabilities Awareness Month is "Celebrate Community," and

WHEREAS we encourage all citizens to foster and support such opportunities that include full access to education, housing, employment, and recreational activities; and

Now, therefore, we, the Board of Athens County Commissioners do hereby proclaim March 2018, as

"DEVELOPMENTAL DISABILITIES AWARENESS MONTH"

and offer full support to efforts that assist people with disabilities to make choices that enable them to live successful lives and realize their potential; and

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

Signed this 27th day of February, 2018

/s/ Lenny Eliason, President

/s/ Chris Chmiel, Vice President

/s/ Charlie Adkins

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 acknowledging receipt of the Amended Certificate, dated February 27, 2018 prepared by Jill Thompson, Athens County Auditor.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to reject the Trimble Twp. 609 petition. The easement is inaccurate and does not give access to 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 authorizing the donate/transfer of the surplus generator to Amesville Village. The Prosecutor will draft a policy to state that if it is sold within a two (2) year period, the proceeds will be returned to Athens County.

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:

Commissioners

JoAnn Rockhold, Julie Brooks - CLCCA Spring Meeting - April 19-20, 2018 - Bellville, Ohio

Common Pleas

Judge George P. McCarthy - Specialized Docket Roundtable - Veterans - April 12 - Supreme Court

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 change the Commissioner Meeting start time to 1:00 p.m. on Tuesday, February 27<sup>th</sup>. The HAPCAP/CHIP Public Hearing #1 is scheduled for 9:30 a.m. in the Commissioners Conference room.

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

~ HDR, Inc. - Kyle Schwieterman - Athens Update US50 Sewer Project - He has been working with ACWSD Supt. Rich Kasler on regulation updates. He will email a revised map for the Commissioners to review. The Hocking College Feasability Study draft proposal will be sent in a couple weeks.

Meeting Minutes

Project: US 50 Sanitary Sewer Improvements

Subject: County Commissioners Meeting

Date: Tuesday, February 27, 2018

Location: Athens County Courthouse

A. US 50 Sanitary Improvements Project

- a. OWDA Planning loan for the remainder of design and land acquisition has been approved. County to sign and return the agreement and payment schedule.
- b. Work session set with Frank Lavelle for March 14th to discuss easements.
- c. Updated County Water and Sewer Regulations are being created, a draft copy by end of March.
- d. Map of current project area to be dropped off to the Commissioners on March 14th.

B. Hocking College and Alexander Schools Sewer Feasibility Study

- a. HDR is waiting on flow data from Alexander Schools and Hocking College
- i. HDR contacted both schools and is still waiting on flow information.
- ii. After flow information is received HDR will submit a proposal to the Commissioners for the feasibility study.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the OWDA Loan#7958 US50 Sanitary Sewer System Improvements Phase 3 - Term Sheet as follows:

Schedule I

TERM SHEET

The parties to the foregoing Cooperative Agreement hereby agree that the following terms shall be incorporated into said Cooperative Agreement and made part thereof:

Agreement Date: February 22, 2018

LGA: Athens County

The LGA is a {specify category of governmental body, e.g., municipal corporation, county, township, etc.):

County

LGA Resolution Date:

LGA Application Date: January 09, 2018

Application Approval Date: February 22, 2018

System: All Revenues from all Sewer facilities of Athens County are promised as repayment for the below referenced project:

Account #: 7958 Design of sewer collection system to replace aging septic systems for 1,100 homes.

Maximum Loan Amount: \$1,562,148.00

Estimated Semi-annual Loan Payment: \$39,053.70

Contract Annual Interest Rate and Terms:

\$1,562,148.00 at 3.060% from Fresh Water Fund (Planning) for 5 years starting on July 01, 2019, Approved on February 22, 2018

LGA Notice Address:

15 S. Court St. 2nd Floor

Athens, OH 45701

Ohio Water Development Authority

By: \_\_\_\_\_

Executive Director

Date: \_\_\_\_\_

LGA: Athens County /s/ Lenny Eliason (Copied to page 110)

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 Charlie Adkins to negotiate terms of a lease with the Fairboard for storage of the Groundskeeper tractor during the winter at the Fairgrounds, in the Sheriff building, which they have been clearing out.

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 10:50 with EMS Chief Callebs, Assist. Chief Amber Pyle, and Jeff Stankunis, Atty. Isaac

Wiles, to discuss promotion of a public employee, compensation, Labor negotiations, and Real Estate.

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 11:30.

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 property acquisition, EMS Captain promotion - interviews are complete, New Labor/contract negotiations - new session is March 7<sup>th</sup>.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel naming Lt. Greg Bikowski as new Captain of the Nelsonville EMS Station.

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 post the open Lt. Position.

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

~ Discussion Commissioner Adkins discussed an issue regarding EMS full time employee tuition/testing issue. Commissioner Adkins will contact the employee to come in to discuss this at a later date.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Resolution for Increased Laws on Assault Weapons, as presented by Nellie Sullivan, Athens High School student:

GOVERNMENT RESOLUTION FOR INCREASED  
LAWS ON ASSAULT WEAPONS

AT A MEETING OF THE ATHENS COUNTY BOARD OF COMMISSIONERS OF ATHENS COUNTY, OHIO, HELD AT FEBRUARY 27, 2018

RESOLUTION - INCREASING THE STATE/NATIONAL GUN CONTROL LAWS AND REGULATIONS REGARDING ASSAULT WEAPONS

WHEREAS, the Board of Commissioners of the County of Athens, Ohio, does hereby find as follows:

WHEREAS, the Ohio State Legislature is responsible for gun control regulations and administering safety laws addressing the process in which a gun is possessed, providing security and safety to the public and private properties and individuals of Ohio;

WHEREAS, the collective effort of our elected officials to protect the lives in jeopardy, has been and will be, necessary to reducing the number of casualties related to assault weapons;

WHEREAS, it is vital to have the cooperation of Federal and State and Local government in the action of coordinating gun control legislation to abate mass/school shootings since the 290 school shootings that have occurred since 2013;

WHEREAS, to protect the lives of America's youth and others it is most efficient and effective to support, create, and increase regulations on assault weapons legislation;

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the Board of Commissioners of the County of Athens, Ohio, that the Athens County Board of Commissioners will work with State and Federal Legislators in securing

stronger regulations concerning assault weapons in the state of Ohio and Nationwide for the safety of the children of America and the entire population.

Signed this 27th day of February, 2018

/s/ Lenny Eliason, President

/s/ Chris Chmiel, Vice-President

/s/ Charlie Adkins

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. Eliason to suspend the rules and declare an emergency and add the following to the agenda:

- \* Stone Asphalt Advertising - Athens Co. Engineer

- \* Data Board Recommendations

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Stone and Asphalt Bid Notices as requested by the Engineer's Office:

**Notice To All Stone Vendors**

Sealed bids to supply various grades of limestone aggregate will be received by The Board of Athens County Commissioners in their office at 15 South Court Street, Room 234, Athens, Ohio until 10:00 a.m. Monday, March 19, 2018, at which time and place the bids will be opened and read aloud. The purpose of these specifications is to provide Athens County and all villages and townships with limestone aggregate products that meet or exceed the bid specifications. The bids submitted will be valid for the period from April 1, 2018 to March 31, 2019. The products offered are required to meet or exceed ODOT specifications. The criteria for awarding the successful bid shall be the lowest and best bid as determined by the Athens County Engineer.

The limestone shall not contain flint, soapstone or sharp edges, and shall not contain dirt or other fine materials, shall be washed if necessary, and must meet or exceed ODOT specifications. The bid sheet will include separate pricing for material only, for trucking only, and for material delivered. The criteria for awarding the successful bid shall be based on the lowest and best price as determined by the Athens County Engineer. The price per ton shall cover all grades of limestone and shall include the cost of pickup and delivery to any point in Athens County specified by the Engineer or his representative at the time of the order. Delivery must begin within 24 hours of the order and be concluded within a reasonable time period acceptable to the Engineer or his representative. Grades most often needed shall be #8, #57, #67, 617, 304 and Class C Rip Rap, but we will accept bids for all grades. Delivery sites shall most often be the Canaanville yard, but prices will also be received to deliver limestone aggregates to the Coolville and Redtown outposts.

- " All applicable local, State and Federal laws regarding hauling permits and rules must be adhered to.
- " Athens County shall continue to purchase small quantities of stone as needed for localized projects and special needs from various vendors.
- " The successful bidder must haul legal loads according to State of Ohio laws, and must deliver materials of satisfactory quality, as determined by the Engineer or his representative.
- " Any successful bidder not adhering to the above guidelines shall have their bid revoked, and any substandard materials will be rejected without payment of any sort.
- " The Engineer, upon revoking a successful bidder, will award the bid to the next lowest bidder, or rebid as necessary, to obtain quality materials.
- " All bids are to be clearly marked "Stone Bid" on the outside of the envelope, and submitted to the Athens County Commissioners, 15 South Court Street, Athens, Ohio 45701.
- " All pertinent plans, specifications and other relative information can be obtained or examined at the office of the Athens County Engineer, 16000 Canaanville Road, Athens, Ohio 45701, 7:00am-3:30 pm, Monday through Friday.
- " The Commissioners reserve the right to reject any and all bids.

By order of the Athens County Board of Commissioners

This notice to be advertised: Sunday, March 4, 2018 and Sunday, March 11, 2018 in The Athens Messenger.



**Notice To All Asphalt Vendors**

Sealed bids to supply all grades of RC, MC, Primers and Emulsions will be received by The Board of Athens County Commissioners in their office at 15 South Court Street, Room 234, Athens, Ohio up until 10:05 a.m. Monday, March 19, 2018, at which time and place the bids will be opened and read aloud. The purpose of these specifications is to provide Athens County and all villages and townships with asphalt products that meet or exceed the bid specifications. The bids submitted will be valid for the period from April 1, 2018 to March 31, 2019. The products offered are required to meet or exceed ODOT specifications. The criteria for awarding the successful bid shall be the lowest and best bid as determined by the Athens County Engineer.

- " The Athens County Engineer, Jeff Maiden, or his designated representative, may sample material at any time and require testing by an approved laboratory, with all expenses paid by the successful bidder. Materials to be sampled and tested are various grades of liquid asphalt being supplied by the successful bidder of ensure compatibility.
- " Performance in use is the primary concern of the Athens County Highway Department. The material test limits are designed to assist in the selection and use of the products which provide the most satisfactory service and which best meets the requirements of the Athens County Engineer. Those firms wishing to supply Athens County must be prepared to provide an ongoing, dependable supply of the products in the quantities required.
- " Successful bidder must provide Material Safety Data Sheets for each type of material supplied.
- " Any successful bidder not adhering to the above guidelines shall have their bid revoked, and any substandard materials will be rejected without payment of any sort.
- " The Engineer, upon revoking a successful bidder, will award the bid to the next lowest bidder, or rebid as necessary, to obtain quality materials.
- " All bids are to be clearly marked "Asphalt Bid" on the outside of the envelope, and submitted to the Athens County Commissioners, 15 South Court Street, Athens, Ohio 45701.
- " All pertinent plans, specifications and other relative information can be obtained or examined at the office of the Athens County Engineer, 16000 Canaanville Road, Athens, Ohio 45701, 7:00am-3:30 pm, Monday through Friday.
- " The Commissioners reserve the right to reject any and all bids.

By order of the Athens County Board of Commissioners

This notice to be advertised: Sunday, March 4, 2018 and Sunday, March 11, 2018 in The Athens Messenger.

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 request by the Law Library to purchase a new copier, as recommended by the Data Processing Board. Total cost: \$3,899.00. Copier to be used by the public and has a coin operated vending unit, but may be added to the network at a later date.

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 request by DJFS for Four (4) new desktop computers, as recommended by the Data Processing Board. Computers will be used for handicapped accessible interviews. Dell OptiPlex 7040 - Cost: \$685.00 each.

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

~ Dog Warden, Mary Beth Brown - She presented a request to obtain an American Kennel Disaster Trailer from Delaware County as they wish to donate it to another county shelter. It was received through a grant program with the Delaware County EMA. The Commissioners questioned the ability for storage and upkeep of the trailer and directed the Warden to speak with the EMA Director for possible storage space. Also discussed were the postcards she wishes to send out in order to target delinquent tag owners as well as unrenewed license holders. The Commissioners questioned the number of licenses that would need to be sold to recoup the printing costs of the postcards. They suggested she target a small area first as a project test. She will use the Auditors data base to get addresses Commissioner Chmiel asked about the policy and procedures for the Shelter being placed on the website. The Warden stated she will make sure it is updated before

being placed on the Website. Also discussed was a dog incident in Glouster as reported by the postmaster. Warden Brown stated it is still ongoing and she has not received statements from them yet. Commissioner Adkins produced statements from the Glouster post office upon request by him. The Commissioners stated they would like to see a more responsive outcome with Glouster regarding dog calls. Warden Brown stated she will move forward after receiving the statements. There was discussion regarding hours and scheduling at the Dog Shelter in which the following was decided.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to hire Kelsey Varner for ten (10) hours a week at minimum wage, \$8.30 hour.

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 adopt the hours at the Shelter as presented, effective Saturday, March 3, 2018.

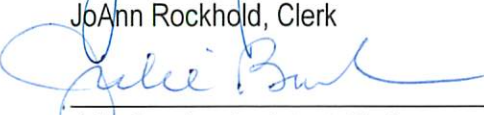
Monday	10 a.m. - 6:00 p.m.	Friday	10 a.m. - 5:00 p.m.
Tuesday	10 a.m. - 5:00 p.m.	Saturday	10 a.m. - 3:00 p.m.
Wednesday	Closed to the public	Sunday	Closed to the public
Thursday	10 a.m. - 6:00 p.m.		

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.

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