

REGULAR SESSION

Agenda

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session October 2, 2018, with Lenny Eliason presiding, Charlie Adkins and Chris Chmiel in attendance.

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

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda for October 2, 2018 - Convenes at 9:00 a.m.

Approve Agenda

Approve Minutes from September 25, 2018

Approve Appropriations, Transfers, New Line Items Requests/Changes

Approve Bills

09:00 Dan Pfeiffer - EMA

09:30 Rick Callebs - EMS

09:45 DJFS - Dir. Jean Demosky

10:00 Glen Crippen - Project discussion

11:00 Peter Galbraith - Bailey's Mountain Bike Trail

01:30 Mayor Steve Patterson - Uptown Special Improvement Dist.

03:00 Aaron Maynard - 911 Interim Dir. - Contract Approval

~ AGENDA ITEMS

Amended Certificate

ACWSD - Payment Agrmt. / Extension Request

Dog Shelter Volunteers

Dog Shelter Video Camera System

Invoice Cloud PWS

Veteran Serv. Office - Surplus Cabinet

Auditor - Surplus Property - filing cabinets

OWDA- Lavelle Request for Payment

Engineer - Agrmt. County SHV Load Rating Bridge(s)

Appoint Maintenance Supervisor

Add: Bikepath

Dog Shelter Policy

~TRAVEL

Auditor

Chris Chancel 10-2-18 Lenz Elin 10/2/18



10/02/2018 07:54
4877jrockhold

Athens County
BUDGET TRANSFERS AND AMENDMENTS

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Record Number	Year	Per	Journal	Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2018	09	761	09/27/2018	4877lchambless	Transfer	500.00	500.00	Held
2	2018	09	782	09/28/2018	4877cmckee	APPROPRIAT	131,001.87	0.00	Pending Approval
3	2018	09	783	09/28/2018	4877cmckee	TRANSFER	30,800.20	30,800.20	Pending Approval
4	2018	09	786	09/28/2018	4877cmckee	CERTIFY	131,001.87	0.00	Pending Approval
5	2018	10	10	10/02/2018	4877apierson	TRANSFER	21,485.55	21,485.55	Held
6	2018	10	11	10/02/2018	4877apierson	TRANSFER	6,000.00	6,000.00	Held
7	2018	10	12	10/01/2018	4877skramer	APP	26,000.00	0.00	Pending Approval
8	2018	10	13	10/01/2018	4877skramer	APP	0.00	0.00	Held
9	2018	10	14	10/01/2018	4877skramer	APP	10,000.00	0.00	Pending Approval

** END OF REPORT - Generated by JoAnn Rockhold **

Jill Thompson, Tammi Goeglein, Heidi Easley - SE Dist. CAAO Mtg. - OU Innovation Ctr. - October 5th

County Planner

Jessie Powers - Land Bank Conference - October 23-24, 2018 - Columbus, Ohio

Commissioner

Lenny Eliason - NACo Meeting - October

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 September 25, 2018.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: October 2, 2018 (Copied to page 496).

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT From: September 26 To: October 2, 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 to enter into executive session at 9:02 with EMA Dir. Dan Pfeiffer, Clerk JoAnn Rockhold, as needed, and Isaac Wiles Atty. Jeff Stankunas to discuss discipline of a public employee.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 9:47 .

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 extend EMA Director, Dan Pfeiffer's paid leave an additional two (2) weeks.

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

Minutes

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

Bills

Exec. Session w/Atty. Jeff Stankunas - EMA Dir.
Dan Pfeiffer and Clerk JoAnn Rockhold as needed
- Discuss Discipline of Public Employee.

Return to Regular Session
Extend EMA Dir. Paid Leave Additional 2 Weeks

Athens County Commissioners



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Ohio Development Services Agency
Office of Community Development
77 South High Street
Columbus, Ohio 43215

October 15, 2018

Dear Mary Oakley:

The Athens County Commissioners would like to reiterate their support for the Athens County portion of the Ohio University Innovation Centers (OUIC)'s Leveraging Innovation Gateways and Hubs Toward Sustainability (LIGHTS) program. While we initially requested \$150,000 for the program, we agree that a phased approach with \$60,000 for this first year will be beneficial to the startup of this innovative training program. After reading the recent progress report from the LIGHTS program and seeing the facility firsthand, we would like to request that the remaining \$90,000 be made available for the next two years (October 1, 2018 - September 30, 2020).

LIGHTS serves as Athens County's Hub providing facilities, equipment, supplies, engineering/design expertise, and training to support emerging solutions and products in a wide range of industry sectors most centered on advanced manufacturing opportunities. The attached Phase II proposal outlines the program in full detail. Also, please find the accompanying budget.

The Hocking Athens Perry Community Action Program will provide the administrative support of this project by administering an environmental review, maintaining quarterly reports of activities, and collecting income verification surveys on a regular basis.

If you have any questions about our support, please contact Glen Crippen, Director of Housing & Community Development at 740-767-4500.

Sincerely,

Lenny Eliason
President, Athens County Commissioners



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A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the request by EMS Chief Rick Callebs, to grant the leave request of full time floater Paramedic, Brice Kesterson, for a year's deployment of Military leave, and also authorize Chief Callebs to fill the position while Mr. Kesterson is absent on leave. His last shift will be October 20th of 2018 until the end of 2019.

EMS - Grant Leave Request for Brice Kesterson

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 9:50 with EMS Chief Rick Callebs, Assistant Chief Amber Pyle, and Isaac Wiles Atty. Jeff Stankunas to discuss Contract/Union Negotiations and employee discipline.

Exec. Session w/EMS - Discuss Contract/Union Negotiations & Employee Discipline

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 10:12.

Return to Reg. Session - No Action Taken

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 the Contract/Union Negotiations - No Action taken. Also discussed was the discipline of a public employee.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve an eight (8) hour suspension for a tardiness issue of an EMS employee.

EMS - Approve 8 Hour Suspension for Tardiness Issue

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

~ DJFS Director, Jean Demosky - Agenda Discussion as follows:

DJFS - Agenda for Discussion (Misc. Items)

1. Contracts

a. Floor and Moore - Three estimates received for First Floor flooring replacement - Floor & Moore contract approved for (\$28,880.20).

b. Clemans-Nelson & Associates - job position/description audit services (authorize Dir. Demosky signature)

2. Telephones - in discussion with Freedom Linx for new phone system.

3. Customer Service Training - Income Maint. Workers being trained currently - adding soft skills training as well to the technical training program.

4. Personnel - grievance filed on action taken last week - will keep Commissioners updated - Positions are being moved around with some positions open, currently interviewing for replacements.

5. Events

a. Stand Down 10/5/18 Fairgrounds 10-2 - Invitation for Commissioners to attend.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following ACDJFS Contract Agreement with Floor & Moore,

DJFS - Contract w/Floor & Moore Replace

Since it is controlled by Athens County Water and Sewer District administrators, changes can be made quickly as an as-needed basis.

- a. **Administrative Email Notifications** - Athens County Water and Sewer District may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ADI Request Notifications
 - Search Case Notifications
 - Daily Management Report
 - FDS Processing Notifications
 - Month End Billing Invoices
 - Paperless Customer Email Response Daily Report
 - Request System Notifications (this is the blocking system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- b. **Athens County Water and Sewer District Control Configuration Options** - The Athens County Water and Sewer District Portal includes several Athens County Water and Sewer District controlled configuration options to customize the way payments and customer accounts are handled. The Athens County Water and Sewer District will be able to configure for:
 - allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on reasonable type
 - updating Federal Policy description
 - updating customer service phone number
- c. **Athens County Water and Sewer District Portal, Reporting**

Athens County Water and Sewer District can access a selection of pre-configured reports. Athens County Water and Sewer District can request reports for daily, monthly, or data range extracts. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

 - a. Reports
 - b. Search Customers*
 - c. Search Invoices
 - d. Search Payment Transactions*
 - e. Monthly Summary
 - f. Registration Report*
 - g. Autopay Report*
 - h. Paperless Report*
 - i. Data Reproduction History
 - j. CREDIT Alerts*
 - k. View Scheduled Payments*
 - l. Invoice File History
 - m. Import Error
 - n. Daily Payments Received*
 - o. Total Outstanding Invoices
 - p. Email Notification Summary
 - q. Email Statistics
 - r. Email Tracking
 - s. Suspended Email Report

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Athens County Water and Sewer District

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- d. The electronic invoice presentation will structure the paper invoice Athens County Water and Sewer District uses and will be available in PDF and/or excel format.
- e. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (this referred to as ACH, e-check, EFT).
- f. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- g. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- h. The system will accept partial, full, or overpayments as defined by the Athens County Water and Sewer District.
- i. The Payer will register with the Service using the authentication method designated by Athens County Water and Sewer District.
- j. **Using Accounts** - After registering with the Service, the Payer will be able to login into their account. If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- k. The Payer will receive an email confirmation of payment after any payment process.
- l. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of billing history from the point of Athens County Water and Sewer District's first invoice file upload to the Service. This includes invoice history and account history.
- m. Athens County Water and Sewer District has the option of allowing the Payer to pay via different payment methods which include online, ACH, at Athens County Water and Sewer District Portal, Pay by Text, Check/Deposit and Check/Postman.
- n. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- o. The Service includes shipping cart functionality.
- p. The Service will allow the Payer the option to elect paperless billing.
- q. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable notification of the Payer's undeliverable email address will be sent to Athens County Water and Sewer District via email.
- r. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

a. Athens County Water and Sewer District Portal

The Athens County Water and Sewer District Portal is an administrative portal where Athens County Water and Sewer District staff will have access to reporting, search customers, search invoices, search payments, include payments or credits, login as a Payer, modify email templates, etc.

- a. Athens County Water and Sewer District can log in as the Payer on either the Athens County Water and Sewer District or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (ACH, Pay by Text, Autopay, Web, NR, etc.).
- b. Athens County Water and Sewer District will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** - The Athens County Water and Sewer District Portal includes a table of role based permissions, determined by the Athens County Water and Sewer District's System Administrator. Each permission is applied to a user ID on an individual basis to maintain flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, sending email notices, processing payments, credits or refunds, editing email templates and more.

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Invoice Cloud Statement of Work Athens County Water and Sewer District

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the Athens County Water and Sewer District (Athens County Water and Sewer District) and its customers the ability to accept online payments for invoices and non-invoiced items. The Service will allow the Athens County Water and Sewer District to offer online payment processing in a securely hosted multi-tenant environment. Customers will be able to login, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions

1. **Athens County Water and Sewer District - Merchant / Athens County Water and Sewer District**
2. **Payer** - Client customer, resident, person paying a bill or invoice
3. **CSRP** - Customer Self-Registration & Payment
4. **EDI** - EDI and Invoices are used synonymously throughout this document
5. **ETD** - Real-Time Data Refresh - collects and aggregates the data as soon as a user accesses a specific function
6. **MTD** - Near-Time Data Refresh - integration that happens periodically the data is collected immediately but it is not aggregated until later - data can be processed every day, every hour or even every few minutes
7. **Security and Industry Compliance**

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud processes.

 - a. **PCI** - Invoice Cloud will provide compliance storage of Athens County Water and Sewer District's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
 - b. **Secure as a Service (SaaS) Architecture** - All Athens County Water and Sewer District customer financial and payment information and the Invoice presentation and payment processing application is hosted within from Athens County Water and Sewer District.
 - c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.
8. **Data Integration**

Invoice Cloud does include an integration with software solutions like B2C4. The integration for the Athens County Water and Sewer District will include the functionality found in Appendix B.
9. **Payer Portal**

The Payer Portal is an electronic bill presentation and online payment portal where a Athens County Water and Sewer District's customer (Payer) can view a bill and then process, within the same user interface, to make an online payment.

 - a. Invoice Cloud will present bills electronically through a payer portal that is branded for Athens County Water and Sewer District or via an email notification, if the Payer provides an email address.

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Athens County Water and Sewer District

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Inc. in the amount of \$28,880.20 to replace the flooring on the first floor of the DJFS building, as recommended by DJFS Dir. Jean Demosky:

Flooring

This CONTRACT made and entered into on the 2nd day of October , 2018, by and between the Athens County Department of Job and Family Services (hereinafter referred to as ACDJFS) and the Carpet One Floor & Moore, Inc., (hereinafter referred to as CONTRACTOR) [Contact information : Todd Lucas, 7 Pomeroy Road, Athens, OH 45701, (740) 593-3946]. Pursuant to the Ohio Revised Code and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the ACDJFS is authorized to contract with public or private agencies for the purchase of social services, and the performance of administrative or other duties. WHEREAS, ACDJFS seeks to purchase new flooring services for County Home location, and CONTRACTOR seeks to provide such services, the parties hereby enter into the following CONTRACT, whereby ACDJFS agrees to purchase, and CONTRACTOR agrees to provide such services.

ARTICLE 1: CONTRACT PERIOD, AMENDMENT, AND TERMINATION

1.1 CONTRACT PERIOD: This CONTRACT shall be effective beginning on 10/02/2018 to and including 03/31/2019 unless otherwise terminated.

CONTRACT PRICE: ACDJFS shall pay to CONTRACTOR the sum of the invoices for services rendered by CONTRACTOR pursuant to Article 2 of t his Contract, subject to the terms and conditions specified elsewhere in this Contract. The maximum amount payable under this contract will be Twenty-Eight Thousand Eight Hundred eighty and Twenty one-hundredth dollars (\$28,880.20).

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 DJFS Dir. Jean Demosky to sign the Clemans Nelson & Associates contract agreement, for a job position/ description audit review, and approve an expenditure of up to \$5,500.00 for this service. Full copy of agreement on file in Commissioner's Office.

DJFS - Clemans Nelson & Assoc. Contract

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

~ HAPCAP Glen Crippen - Project discussion with Glen Crippen and Annual Report by Jennifer Simon, updates on the LIGHTS Project - Discussion regarding the waiver request letter to be sent to the Ohio Development Services Agency.

HAPCAP - G. Crippen - LIGHTS Discussion w/J. Simon

Annual Report for Program Activities to ODSA for the LIGHTS Community Support CDBG

Program Date Range: October 1, 2017 - September 30, 2018

1 Background on the Project

Utilizing Round 1 of CDBG funding (\$60,000 of a committed \$150,000 through the Athens County Commissioners), we have created an impactful, hands-on, and tailored assistance program providing participants with 1-on-1 access to product designers, manufacturers, and business service providers.

- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or check (ACH)
- Allow for payment utilizing a stored-payment method
-

10. InvoiceCloud

The IC CloudConnect allows Athens County Water and Sewer Districts to accept payments for non-standard services like books, permits, etc. fees, police, building permits, or activity programs. The following options are available:

- Accept electronic check and/or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for lowest bid/bidder services.
- Ability to apply transactions from, if required.
- Reporting by service type.
- Linked to Athens County Water and Sewer Districts branded payment portal.
- Cash service type can have its own online registration form.
- Can be setup to accept payments over the counter.

11. Online Bank Deposit

The IC Online Bank Deposit (IBD) allows Athens County Water and Sewer Districts to electronically import check (ACH) payments received from consumer bank bill pays. The following options are available:

- Auto-matching of payments with open invoices
- Email customer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding checks

This ICOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the Athens County Water and Sewer District, as outlined in the Athens County Water and Sewer District Order Form, are included in the delivery of products, services and payment methods.

IN WTS223 WTS223, the parties hereto have duly executed this Agreement.

Athens County Water and Sewer District

Invoice Cloud, Inc.



By _____

Printed Name: Robert Lupton

Printed Name: Robert Lupton

Title: President of the Board of Commissioners

Title: President, Government Utilities Business Services Division

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payment issues. Athens County Water and Sewer District may request email notification be provided in the event the system is down and inoperable.

- Service Enhancements - Most enhancements do not require action on the part of Athens County Water and Sewer District. Upgrades as agreed are done at the Invoice Cloud server level, as there are no necessary actions for Athens County Water and Sewer District to take. Support levels are not affected by enhancements.
- Athens County Water and Sewer District Training - Athens County Water and Sewer District staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Athens County Water and Sewer District portals for City staff.
 - Advanced training is conducted for Athens County Water and Sewer District's technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first month of use at no additional cost to Athens County Water and Sewer District.

12. Marketing

Invoice Cloud provides marketing support that our Athens County Water and Sewer Districts can use to promote the ICOW and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 3-hour conference call to review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing material that Invoice Cloud provides may include:

- Bill inserts
- Newsletters
- Envelope Posters
- Pay Station Units
- Posters with Acrylic Stands for Payment Stations
- Business card sized take-away cards with QR code
- Local cable/TV station advertisements

13. Interactive Response

The IC CloudConnect allows Athens County Water and Sewer Districts to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free toll and a caller ID number set by the Athens County Water and Sewer District
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) - all recording prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or check (ACH)
- Replies information with Invoice Cloud generated confirmation #

14. Interactive Response

The IC CloudConnect allows Athens County Water and Sewer Districts to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment

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Athens County Water and Sewer District

applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- Ability to allow partial payments, over payments, Ad balance only, or late fees.
- Ability to allow payments beyond the due date - The service is designed to accommodate Athens County Water and Sewer Districts specific business rules like allowing payments beyond their due date.
- Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

15. Implementation Process

Invoice Cloud assigns an Implementation Manager (IM) to each Athens County Water and Sewer District. The IM will be the Athens County Water and Sewer District's primary contact during the implementation process and coordinate all necessary resources from Athens County Water and Sewer District, Athens County Water and Sewer District software company, Invoice Cloud, and any sub-contractors. The IM will provide the Athens County Water and Sewer District with the following documents to facilitate the project:

- New Athens County Water and Sewer District Questionnaire & Questionnaire Key - Documents critical information needed to setup and launch the service including information on business rules and history selection.
- Project Timeline - Details project schedule and milestones.
- Testing & Training Plan - This plan walks the Athens County Water and Sewer District through a set of our acceptance testing criteria and facilitates training on the service.

16. Business Hours

- Business Hours** - The business hours will be Monday through Friday from 8 a.m. to 5 p.m. Eastern Standard Time. Athens County Water and Sewer District Support hours are 8 a.m. to 5 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- Help Desk** - The service will provide a helpdesk clearing system for Athens County Water and Sewer District within the Athens County Water and Sewer District Portal to get help from Invoice Cloud client support team. This tool will allow Athens County Water and Sewer District to track and retain resolutions for historical reference.
- Payer Support** - The Payer Support is two shared with Athens County Water and Sewer District staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Athens County Water and Sewer District helpdesk chat.
- Athens County Water and Sewer District Support** - If Athens County Water and Sewer District encounters an inquiry which they cannot resolve Athens County Water and Sewer District will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Athens County Water and Sewer District to allow the address of tickets in a timely manner within twenty-four (24) business hours. Athens County Water and Sewer District and technical support is available during business hours.
- Business Technical Support** - Technical support is available during business hours. Athens County Water and Sewer District may call customer support directly; however, the use of the helpdesk clearing system is encouraged as the preferred method of contact. Invoice Cloud staff views all cases as they are submitted and routes them to the appropriate person for resolution.
- Emergency After-Hours Support** - The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer

- Email Statistics
- Email Tracking
- Scheduled Email Report

17. Invoice Cloud Notifications

Invoice Cloud provides a set of customizable email notification templates for each Invoice type that are delivered for numerous events surrounding electronic Invoice presentation and payment activity. Email notifications may be customized through the Athens County Water and Sewer District Portal using a Word style editor and options to insert account identifiers to website, links to electronic documents such as remittance or bill inserts, and/or variable fields selected from the Athens County Water and Sewer District's data file.

- Up to three (3) Invoice notifications can be scheduled based on a date or number of days from the Invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, a scheduled payment, or Payers who have signed up for Auto-Pay.
- At the discretion of Athens County Water and Sewer District, Payer email notifications can be delivered for each of the following events:
 - First Invoice Email Notification
 - Second Invoice Email Notification
 - Third Invoice Email Notification
 - Payment Transaction Receipt
 - Declined Auto Pay Transaction
 - Late Fee Email Notification
 - Declined Scheduled Payment Notification
 - Registered Customer Welcome Email
 - AutoPay Registration Notification
 - Paperless Registration Notification
 - ACH Advice/Chargeback Notice (with reason codes and descriptions)
 - Credit Card Expired Email Notification
 - Scheduled Payment Confirmation
 - AutoPay Reminder Notification
 - Receipt Confirmation Notification
 - Scheduled Payment Reminder
 - Paperless QR Confirmation
 - Online Bank Direct Payment Receipt
 - Check 21 Payment Receipt
 - Linked Accounts First Notice Notification
 - Linked Accounts Second Notice Notification
 - Linked Accounts Second Notice Notification
 - AutoPay Off Confirmation
 - Cancelled Customer Notification
 - Multiple Registered Customer Welcome Email
 - Recurring Scheduled Payment Confirmation
 - Recurring Scheduled Payment Cancelled

18. Business Rules

The Invoice Cloud solution is designed for flexibility for customers and Athens County Water and Sewer Districts. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. All Athens County Water and Sewer District's copies, multiple business rules can be IC Confidential - Invoice Cloud BOW MASTER - 2018-03-03 Current Athens County Water and Sewer District

IC Confidential - Invoice Cloud BOW MASTER - 2018-03-03 Current Athens County Water and Sewer District

Athens County Water and Sewer District

Focused on additive and advanced manufacturing service delivery, the program delivers product-based entrepreneurial assistance utilizing top notch equipment, supplies, and talent. Our first step was to develop the training and begin on our existing 3D printer. In the spring of 2018, the Ohio University Innovation Center (IC) and the LIGHTS Regional Innovation Network acquired new design and product development equipment for the business incubator's Additive Manufacturing Lab. The Additive Manufacturing Lab now includes one large polymer printer, two new desktop 3D printers, a PCB desktop mill, a portable scanner and a vacuum former.

These new opportunities allow LMI residents to see their ideas through to fruition and, in some cases, take products to the marketplace as a means of full or part-time employment.

The program is not, by definition, a job training program with a rigid, traditional curriculum. Instead, we work to assist low to moderate income (LMI) individuals in their personal knowledge growth and skills development to ensure their marketability in the existing workforce or to prepare him/her to forge his/her path as an entrepreneur. This tutelage is designed on a case-by-case basis to ensure relevance and impact. LIGHTS staff also travels to find and work with their clients where they live.

Events, Promotions, and Program Participants

To launch the program and invite community members to access the CDBG purchased equipment, we hosted an Open House on June 15, 2018. Over 50 people attended and were able to view the equipment in action and garner basic equipment knowledge. Innovation Center staff also facilitated a workshop on August 21, 2018 at the Athens MakerSpace. Informational visits have also been conducted at the Athens County Job & Family Services' Workstation and at ATCO. As a follow-up to these events, the program has served 55 Athens County residents; and, 52 reported LMI status, based on surveys (provided to HAPCAP).

Implementation of CDBG Program

Specifically, to address some of these workforce needs, we have provided an impactful, hands-on, and tailored training assistance program providing participants with 1-on-1 access to product designers, manufacturers, and business service providers. The following is a list of training topics covered:

1. Introduction to additive manufacturing
2. Basic design processes for additive manufacturing
3. Material selection for additive manufacturing
4. Product-based entrepreneurial training using curriculum based on the Business Model Canvas and the Value Proposition Canvas along with the Lean Startup process.
5. Business training including topics such as online sales systems and strategies; social media promotion; basic business best practices; financial projections; and other life skills.

Impact Measures

Upon application to the Athens County Commissioners, we predicted a three-year direct benefit from the program to Athens County of:

1. The creation of 30 new trainees. To date, we have trained 58.
2. The creation of 14 new businesses. To date we have assisted in the creation of 7.
3. The creation of 189 new jobs. To date we have assisted with the creation of 17.
4. Support toward the investment of \$1.75 million in public and private follow-on dollars. To date, companies have secured \$428,555.00 in follow-on investment.
5. The Year One estimated outcomes included 10 new trainees, 5 new businesses, 10 new jobs,

activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(b) Non-discrimination: The Consultant will not discriminate on the basis of race, color, sex, age, disability, or national origin in the selection of subcontractors or in the award of contracts. The Consultant will not discriminate on the basis of race, color, sex, age, disability, or national origin in the selection of subcontractors or in the award of contracts. The Consultant will not discriminate on the basis of race, color, sex, age, disability, or national origin in the selection of subcontractors or in the award of contracts.

(a) Compliance with Regulations: The Consultant will comply with the Act and the Regulations. The Consultant will comply with the Act and the Regulations. The Consultant will comply with the Act and the Regulations.

During the performance of this Agreement, the Consultant agrees to fulfill the requirements of the Department of Transportation's "Specifications for Consulting Services 2010 Edition" and

CHAPTER V - EMPLOYMENT, AFFIRMATIVE ACTION AND MINORITY BUSINESS ENTERPRISE POLICY AND OBLIGATIONS

(a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition,"

(b) The attached Scope of Services and Attachment A.

(c) The Invoice & Progress Schedule.

(d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://ohio.gov/TravelPolicy>).

a part of this Agreement as though expressly rewritten herein.

CHAPTER IV - INCORPORATION BY REFERENCE

The Department of Transportation's "Specifications for Consulting Services, 2010 Edition,"

incorporated in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation.

Prime Compensation, only as stated and by proper modification of this Agreement and

However, the total maximum prime compensation shall not exceed Seven

Thousand Five Hundred Dollars (\$7,500.00).

Part 1: Load Ratings

1. Executive Order 12896, Improving Access to Services for People with Disabilities.
2. The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
3. The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and 49 CFR Part 27.
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age).
6. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age).
7. The Civil Rights Act of 1967 (42 U.S.C. § 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2867, 2868, 2869, 2870, 2871, 2872, 2873, 2874, 2875, 2876, 2877, 2878, 2879, 2880, 2881, 2882, 2883, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, 2897, 2898, 2899, 2900, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 2913, 2914, 2915, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2946, 2947, 2948, 2949, 2950, 2951, 2952, 2953, 2954, 2955, 2956, 2957, 2958, 2959, 2960, 2961, 2962, 2963, 2964, 2965, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3065, 3066, 3067, 3068, 3069, 3070, 3071, 3072, 3073, 3074, 3075, 3076, 3077, 3078, 3079, 3080, 3081, 3082, 3083, 3084, 3085, 3086, 3087, 3088, 3089, 3090, 3091, 3092, 3093, 3094, 3095, 3096, 3097, 3098, 3099, 3100, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 3141, 3142, 3143, 3144, 3145, 3146, 3147, 3148, 3149, 3150, 3151, 3152, 3153, 3154, 3155, 3156, 3157, 3158, 3159, 3160, 3161, 3162, 3163, 3164, 3165, 3166, 3167, 3168, 3169, 3170, 3171, 3172, 3173, 3174, 3175, 3176, 3177, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3198, 3199, 3200, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3210, 3211, 3212, 3213, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3227, 3228, 3229, 3230, 3231, 3232, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3241, 3242, 3243, 3244, 3245, 3246, 3247, 3248, 3249, 3250, 3251, 3252, 3253, 3254, 3255, 3256, 3257, 3258, 3259, 3260, 3261, 3262, 3263, 3264, 3265, 3266, 3267, 3268, 3269, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3280, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3289, 3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3319, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335, 3336, 3337, 3338, 3339, 3340, 3341, 3342, 3343, 3344, 3345, 3346, 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358, 3359, 3360, 3361, 3362, 3363, 3364, 3365, 3366, 3367, 3368, 3369, 3370, 3371, 3372, 3373, 3374, 3375, 3376, 3377, 3378, 3379, 3380, 3381, 3382, 3383, 3384, 3385, 3386, 3387, 3388, 3389, 3390, 3391, 3392, 3393, 3394, 3395, 3396, 3397, 3398, 3399, 3400, 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410, 3411, 3412, 3413, 3414, 3415, 3416, 3417, 3418, 3419, 3420, 3421, 3422, 3423, 3424, 3425, 3426, 3427, 3428, 3429, 3430, 3431, 3432, 3433, 3434, 3435, 3436, 3437, 3438, 3439, 3440, 3441, 3442, 3443, 3444, 3445, 3446, 3447, 3448, 3449, 3450, 3451, 3452, 3453, 3454, 3455, 3456, 3457, 3458, 3459, 3460, 3461, 3462, 3463, 3464, 3465, 3466, 3467, 3468, 3469, 3470, 3471, 3472, 3473, 3474, 3475, 3476, 3477, 3478, 3479, 3480, 3481, 3482, 3483, 3484, 3485, 3486, 3487, 3488, 3489, 3490, 3491, 3492, 3493, 3494, 3495, 3496, 3497, 3498, 3499, 3500, 3501, 3502, 3503, 3504, 3505, 3506, 3507, 3508, 3509, 3510, 3511, 3512, 3513, 3514, 3515, 3516, 3517, 3518, 3519, 3520, 3521, 3522, 3523, 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3531, 3532, 3533, 3534, 3535, 3536, 3537, 3538, 3539, 3540, 3541, 3542, 3543, 3544, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3552, 3553, 3554, 3555, 3556, 3557, 3558, 3559, 3560, 3561, 3562, 3563, 3564, 3565, 3566, 3567, 3568, 3569, 3570, 3571, 3572, 3573, 3574, 3575, 3576, 3577, 3578, 3579, 3580, 3581, 3582, 3583, 3584, 3585, 3586, 3587, 3588, 3589, 3590, 3591, 3592, 3593, 3594, 3595, 3596, 3597, 3598, 3599, 3600, 3601, 3602, 3603, 3604, 3605, 3606, 3607, 3608, 3609, 3610, 3611, 3612, 3613, 3614, 3615, 3616, 3617, 3618, 3619, 3620, 3621, 3622, 3623, 3624, 3625, 3626, 3627, 3628, 3629, 3630, 3631, 3632, 3633, 3634, 3635, 3636, 3637, 3638, 3639, 3640, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3655, 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677, 3678, 3679, 3680, 3681, 3682, 3683, 3684, 3685, 3686, 3687, 3688, 3689, 3690, 3691, 3692, 3693, 3694, 3695, 3696, 3697, 3698, 3699, 3700, 3701, 3702, 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3710, 3711, 3712, 3713, 3714, 3715, 3716, 3717, 3718, 3719, 3720, 3721, 3722, 3723, 3724, 3725, 3726, 3727, 3728, 3729, 3730, 3731, 3732, 3733, 3734, 3735, 3736, 3737, 3738, 3739, 3740, 3741, 3742, 3743, 3744, 3745, 3746, 3747, 3748, 3749, 3750, 3751, 3752, 3753, 3754, 3755, 3756, 3757, 3758, 3759, 3760, 3761, 3762, 3763, 3764, 3765, 3766, 3767, 3768, 3769, 3770, 3771, 3772, 3773, 3774, 3775, 3776, 3777, 3778, 3779, 3780, 3781, 3782, 3783, 3784, 3785, 3786, 3787, 3788, 3789, 3790, 3791, 3792, 3793, 3794, 3795, 3796, 3797, 3798, 3799, 3800, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3813, 3814, 3815, 3816, 3817, 3818, 3819, 3820, 3821, 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833, 3834, 3835, 3836, 3837, 3838, 3839, 3840, 3841, 3842, 3843, 3844, 3845, 3846, 3847, 3848, 3849, 3850, 3851, 385

and \$100,000 in private follow-on investment. As outlined above, we have surpassed each of these projected outcomes.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing HAPCAP, Glen Crippen to draft and submit the following letter of support for the Athens County portion of the Ohio University Innovation Centers (OUIIC)'s Leveraging Innovation Gateways and Hubs Toward Sustainability (LIGHTS) program:

HAPCAP - Letter of Support LIGHTS

Ohio Development Services Agency
Office of Community Development
77 South High Street
Columbus, Ohio 43215

October 15, 2018

Dear Mary Oakley:

The Athens County Commissioners would like to reiterate their support for the Athens County portion of the Ohio University Innovation Centers (OUIIC)'s Leveraging Innovation Gateways and Hubs Toward Sustainability (LIGHTS) program. While we initially requested \$150,000 for the program, we agree that a phased approach with \$60,000 for this first year will be beneficial to the startup of this innovative training program. After reading the recent progress report from the LIGHTS program and seeing the facility firsthand, we would like to request that the remaining \$90,000 be made available for the next two years (October 1, 2018 - September 30, 2020)

LIGHTS serves as Athens County's Hub providing facilities, equipment, supplies, engineering/design expertise, and training to support emerging solutions and products in a wide range of industry sectors most centered on advanced manufacturing opportunities. The attached Phase II proposal outlines the program in full detail. Also, please find the accompanying budget.

The Hocking Athens Perry Community Action Program will provide the administrative support of this project by administering an environmental review, maintaining quarterly reports of activities, and collecting income verification surveys on a regular basis.

If you have any questions about our support, please contact Glen Crippen, Director of Housing & Community Development at 740-767-4500.

Sincerely,

/s/ Lenny Eliason
President, Athens County Commissioners

(Letter copied to page 497).

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 October 2, 2018 prepared by Jill Thompson, Athens County Auditor.

Amended Certificate

ATTACHMENT A

County	Athens	Is Consulting Firm the Same Firm that Performed the Original Load Rating for all of the Structures Below?		Yes
Consulting Firm Name	E.P. Ferris & Associates			
Structure File Number	Structure Type	# of Hours (Load Rating Only)	Fee Per Hour	Total Fee for Structure
05862813	321	10	\$1500.00	\$15,000.00
0641667	321	10	\$1500.00	\$15,000.00
0646372	321	10	\$1500.00	\$15,000.00
0647955	206	10	\$1500.00	\$15,000.00
0647957	321	10	\$1500.00	\$15,000.00
			Total Fee	\$75,000.00
*Including necessary field time				

*Including necessary field time

Scope of Services

The scope requires a consulting firm selected by a county to update load ratings for Special Haul Vehicles SU4, SU5, SU6, and SU7 and/or Emergency Vehicles on federal bridges within that county. A list of bridges to be included in the contract will be provided by the county. The consulting firms will work under the supervision of the County Engineer or his/her designee. The County Engineer will provide plans for the bridges when available. Consultants will be required to submit a final report to the County Engineer. The report will include an updated BR100 for the SHV and/or EV vehicles. The load rating analyses within the report must be in a format that can be updated by the County Engineer or his/her staff.

The latest BR100 can be found at
http://dn.dcl.state.oh.us/pub/structures/cmsWeb_download_files/Miscellaneous/

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Board of County Commissioners.

E P Ferris and Associates Inc

By: Matthew E. Ferris, P.E., P.S.
 Title: President

ATHENS COUNTY

County Engineer
 Commissioner
 Commissioner

APPROVED AS TO FORM:

By: Matthew E. Ferris 4/26/14
 Title: Athens County President

13. Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)

- (g). Incorporation of Provisions: The Consultant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant, or supplier because of such direction, the Consultant may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSE VI - OHIO ETHICS LAW REQUIREMENTS

The Consultant agrees that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

CLAUSE VII - GENERAL PROVISIONS

It is fully understood and agreed that the Consultant, their employees, agent(s), and subconsultant(s) are independent contractors and not agents, servants, or employees of the State of Ohio or the Ohio Department of Transportation. The Consultant declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 125.07 of the Ohio Revised Code.

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 ratifying the signature of Commissioner Eliason and authorizing a payment plan for Chris Schwirian for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount past due is \$439.33 requiring a monthly minimum payment of \$146.45 plus the regular monthly bill, for three (3) months. Customer must pay payment amount, plus the current bill, failure to do so breaks the agreement and payment is due in full. Should at any time Chris Schwirian not make one of these payments the account will be considered delinquent and service could be shut off. First payment due before or on October 30, 2018 .

ACWSD - Payment Plan - Chris Schwirian

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by Cherikee Ringer for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$208.53 with \$107.33 to be paid by October 10, 2018. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

ACWSD - Extension Request - C. Ringer

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Athens County Dog Shelter agreement release of liability for volunteers, upon completion of Training, as recommended by Mary Beth Brown, Athens County Dog Warden. Signed volunteer forms kept on file at the Dog Shelter.

Dog Shelter Volunteers

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the expenditure of \$6,945.97 to Freedom Linx, to have a video camera system installed at the County Dog Shelter.

Dog Shelter - Freedom Linx System 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 and authorizing Commissioner Eliasons signature on the following Statement of Work for accepting online customer payments at the Athens County Water and Sewer District Office:

ACWSD - Invoice Cloud Service Approved

Overview
Invoice Cloud
Statement of Work

Athens County Water and Sewer District

The Invoice Cloud (I C) suite of services (The Service) will give the Athens County Water and Sewer District (Athens County Water and Sewer District) and its customers the ability to accept online payments for invoiced and non invoiced

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year as written below.

LICKNOR
ATC Sequia LLC

LICENSEE
Athens County 911 Emergency Communications,

a Delaware limited liability company

By _____
Name _____
Title _____
Date _____

By [Signature]
Name LARRY ELLIS
Title President
Date 10/24/17

Release and Settlement Agreement
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AGREEMENT AND EACH AND EVERY RESULT AND CONSEQUENCE OF ITS EXECUTION BY THE UNDERSIGNED FULLY EXPLAINED TO THE UNDERSIGNED BY COMPETENT AND EXPERIENCED LEGAL COUNSEL SELECTED AND RETAINED SOLELY BY THE UNDERSIGNED. NO PROVISION IN THIS AGREEMENT IS TO BE INTERPRETED FOR OR AGAINST ANY PARTY BECAUSE THAT PARTY OR ITS LEGAL COUNSEL DRAFTED SUCH PROVISION. THE UNDERSIGNED FULLY UNDERSTANDS THIS AGREEMENT, FULLY, FREELY AND VOLUNTARILY AGREES TO AND ACCEPTS EACH AND EVERY PARAGRAPH, TERM AND/OR PROVISION CONTAINED IN IT, AND FULLY, FREELY AND VOLUNTARILY AGREES TO AND ACCEPTS IT AS BINDING UPON THE UNDERSIGNED FOR ANY AND ALL PURPOSES WHATSOEVER.

(Signatures appear on following page.)

Release and Settlement Agreement
[Athens County 911 Emergency Communications] - ATC
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SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (this "Agreement") is made as of the latter signing date hereof (the "Execution Date") by and between ATC Sequia LLC, a Delaware limited liability company, on behalf of itself and its affiliates and subsidiaries (collectively, "Licensor"), and Athens County 911 Emergency Communications ("Licensee").

RECITALS

A. Licensor and Licensee entered into that certain License Agreement dated September 4, 1998 (the "License") whereby Licensor leased to Licensee certain tower space owned by Licensor and certain ground or building space owned or leased by Licensor, located on the portion of the property located at the East side of Peach Ridge Road 1/2 mile North of US 33 1/2 Miles North, Lot 30, 35, 36 N. Long, 82,690,722 W (the "Tower Facility"). The License is identified by Licensee as agreement number V286759. The tower site is identified by Licensor as tower name number Athens-Peach Ridge ROAD 011-417100, and

NOW, THEREFORE, in consideration of the payments and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The parties agree that the foregoing Recitals are true and correct and by this reference incorporated into this Agreement.

2. **Settlement Payment.** Licensee shall pay to Licensor the amount of Two Thousand and Three Hundred and Zero/100 Dollars (\$2,300.00) which must be received by Licensor on or before September 4, 2018 (the "Settlement Payment"). The Settlement Payment is to be made by wire transfer to the following wire account: American Tower LLC - Rental, ABA Routing # 021-000-000, Account #1003-0000. TIME BEING OF THE ESSENCE. If Licensee fails to remit the Settlement Payment on the date set forth above, Licensor may elect to declare this Agreement null and void ab initio upon written notice to Licensee. If the failure to remit the Settlement Payment, or any portion thereof, is not cured within five (5) business days after Licensee's receipt of written notice from Licensor of such failure

3. **Release.** As of the Effective Date, Licensor and Licensee, for themselves and on behalf of their respective subsidiaries, divisions, affiliates, officers, directors, agents, employees, consultants, partners, members, managers, representatives, successors and assigns, hereby unconditionally, irrevocably and forever release and discharge the other and the other's subsidiaries, divisions, affiliates, officers, directors, employees, agents, consulting partners, members, managers, representatives, predecessors, successors and assigns from any and all claims, causes of action, suits, laws, contracts, damages and demands of whatever kind or nature, in law or in equity, statutory or common law, known or unknown, foreseen or unforeseen arising out of or resulting from the License. The parties hereby acknowledge that effective upon payment by Licensee to Licensor of the Settlement Payment, neither party is any longer indebted to the other for any rent, fees, refunds or other payments of any type pursuant to the foregoing Dispute.

4. **Confidentiality.** Licensee hereby covenants and agrees that the existence and terms of this Agreement are secret and confidential and shall not be disclosed to anyone except employees, affiliates or agents of Licensee who have a need to know the content thereof, to governmental authorities, agencies, or other entities or individuals as required by law.

5. **License Transfer.** Licensee represents and warrants to Licensor that it has not made any assignment, transfer, conveyance or other disposition of the License or any interest therein.

6. **Benefit and Burden.** All the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns, whether so expressed or not.

7. **Counterparts.** This Agreement may be executed in one or more counterparts and each counterpart shall be deemed an original.

8. **Governing Law.** This Agreement and all transactions contemplated by the Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts without regard to its conflicts of laws provisions and any such action to enforce the provisions of this Agreement will be brought in a court of competent jurisdiction in the Commonwealth of Massachusetts.

9. **Survivability.** All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement.

10. **Complete Agreement; Non-Admission; Non-Reliance.** It is understood and agreed that this Agreement represents and constitutes a full and final settlement with respect to the subject matter hereof and of all liabilities claimed and denied to the extent provided herein and nothing in this Agreement should be construed as an admission of liability, obligation, or wrongdoing whatsoever by any party. This Agreement supersedes any prior verbal or written communications, agreements or understandings with respect to the subject matter hereof, whether oral or written. The provisions of this Agreement may not be amended, supplemented, waived or changed orally or by the acts of a party, but only in writing signed by both parties. In connection with entering this Agreement, Licensee and Licensor hereby disclaim any reliance or any representations allegedly made by each other. Licensee and Licensor acknowledge that they have entered into this Agreement solely based on their own analysis, with input from their own attorneys.

11. **Authority.** Each person signing this Agreement represents and warrants to the other party that he or she has full power and authority, in the capacity indicated below, to execute and deliver this Agreement and to bind the party on the behalf of which he or she is signing. The parties represent to each other that they have full power and all requisite authority to execute and perform this Agreement and to perform the obligations under this Agreement. Each party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.

12. **Electronic Copies.** The parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and substance hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

THE UNDERSIGNED HAVE HAD THE FULL, COMPLETE AND UNRESTRICTED RIGHT TO HAVE EACH AND EVERY PARAGRAPH, TERM AND/OR PROVISION OF THIS

Release and Settlement Agreement
[Athens County 911 Emergency Communications] - ATC
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items. The Service will allow the Athens County Water and Sewer District to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Athens County Water and Sewer District- Merchant | Athens County Water and Sewer District
2. Payer- Client customer, resident, person paying a bill or invoice
3. EBPP- Electronic Bill Presentment & Payment
4. Bill -Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh -collects and aggregates the data as soon as a user accesses a specific function
6. NTDR- Near-Time Data Refresh- integration that happens periodically; the data is collected immediately but it is not aggregated until later - data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. PCI - Invoice Cloud will provide compliant storage of Athens County Water and Sewer District's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.

- b. Software as a Service (SaaS) Architecture - All Athens County Water and Sewer District customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Athens County Water and Sewer District.

- c. Browser Compatibility - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with Software Solutions Inc EGOV. The integration for the Athens County Water and Sewer District will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Athens County Water and Sewer District's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Athens County Water and Sewer District or via an email notification, if the Payer provides an email address.

- b. The electronic invoice presentment will simulate the paper invoice Athens County Water and Sewer District uses and will be available in PDF and/or html format.

- d. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- e. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay

payments.

f. A Payer will have the ability to choose their payment date (also known as scheduled payments).

g. The system will accept partial, full, or overpayments as defined by the Athens County Water and Sewer District.

h. The Payer will register with the Service using the authentication method designated by Athens County Water and Sewer District.

i. linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.

j. The Payer will receive an email confirmation of payment after any payment process.

k. The Payer will have the ability to search and access historical bills once they register with the Service.

The Service will store twenty-four (24) months of rolling history from the point of Athens County Water and Sewer District's first invoice file upload to the Service. This includes invoice history and account history.

l. Athens County Water and Sewer District has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Athens County Water and Sewer District Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.

m. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.

n. The Service includes shopping cart functionality.

o. The Service will allow the Payer the option to elect paperless billing.

p. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Athens County Water and Sewer District via email.

q. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online selfservice.

4. Athens County Water and Sewer District Portal

The Athens County Water and Sewer District Portal is an administrative portal where Athens County Water and Sewer District staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

a. Athens County Water and Sewer District can log in as the Payer on either the Athens County Water and Sewer District or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).

b. Athens County Water and Sewer District will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).

c. Permissions - The Athens County Water and Sewer District Portal includes a table of role based permissions, determined by the Athens County Water and Sewer District's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more.

SPECIAL INCIDENTAL, ACCIDENT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MULTICOLA PURSUANT TO THIS AGREEMENT. NO action for contract breach or otherwise relating to the performance contemplated by this Agreement may be brought more than one (1) year after the breach of the above of action, except for claims that occur on an open account. This provision of limitation of the statute of limitations of the Agreement and applies notwithstanding any contrary provision.

Section 12. COLLUSIVE TERMS AND CONDITIONS

13.1. The Agreement is a purchase of goods and services and represents an understanding between the parties, whether written or oral, relating to the services, and there are no conditions or representations concerning the subject matter of this Agreement except the written statement hereto. This Agreement may not be amended or modified except by a written document signed by authorized representatives of both parties.

12.8. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement. However, in the event of a purchase in this Agreement that does not include a purchase order, in the event that either party is bound by any terms contained in a Customer's purchase order, the terms of this Agreement shall prevail. In the event that the purchase order, or other writing, is not signed by the Customer, it shall not be binding on the Customer. The purchase order, or other writing, must clearly indicate the intention of both parties to override and modify this Agreement, and the purchase order, additional terms, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

[illegible]

13.9. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.9. This Agreement does not grant directly or by implication, express or otherwise, any ownership right or license under any trademark, patent, copyright, trade secret, or other intellectual property, including any confidential property created as a result of or related to the development and/or services performed under this Agreement.

Section 14. FCB LICENSES AND OTHER ALTERNATIVES

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matter.

SECTION 12. COVENANT NOT TO EMPLOY

[illegible]

Section 12. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, fixtures, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control. In the event of any loss or damage to this property, and failure to so protect such property, this property will be held by Customer or Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

ENDING TO GENERAL TROOP

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the Rights and Duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17A. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17A. Microlite may subcontract any of the work, but subcontracting will not relieve Microlite of its duties under this Agreement.

17.8. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment in violation of this provision or any other provision of this Agreement shall be null and void. Notwithstanding the foregoing, neither Party may assign this Agreement or any of its obligations or the right to receive payment without the prior consent of Customer. In addition, in the event the customer separates one or more of its business units (a "Separated Division"), without any sale, establishment of a joint venture, merger or otherwise (such as "spin-off", "carve-out", "split-off", "split-out" or "split-up") of the other Party and/or the additional one or more units, neither Party agrees that it will consent to liquidate the Separated Division and/or its affiliates (and its assets) or its properties. To the extent applicable, following the Separated Division:

17.3. THIS AGREEMENT WILL RENEW FOR AN ADDITIONAL ONE (1) YEAR TERM ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COMPANY OR THE SERVICE PROVIDER PROVIDES A THIRTY-DAY NOTICE TO THE OTHER BY E-MAIL OR BY FIRST CLASS MAIL, REGISTERED MAIL, NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. AT ITS DISCRETION, MORTALITY MAY ADJUST THE PRICE OF THE SERVICES TO REFLECT IN CURRENT RATES.

17.A. If Microsoft provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Microsoft's then effective hourly rates.

17.9 The Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties warrant the authenticity of the electronic signatures, and any such electronic signature (ES) have the same legal effect as a handwritten signature for the purposes of validity, authenticity and integrity. In addition, an electronic signature, a true and correct facsimile copy or computer image of the Agreement shall in each case have the same effect as an original signed copy of the document.

Received Oct 15, 2019

Abstract

SYSTEM COMPONENTS

Our proposed solution includes the following summary of comments:

Prize \$1000-Loosest IP All Game Dates

- Qty 1 GDM 8000 Router w/ Low Density Enhanced Conventional Channel Geometry.
- Qty 1 Prime Site LAN Switch.
- Qty 1 IP MLC8000 Computer (Aiming Simulators).
- Qty 1 Prime Site TRAM8000.
- Qty 1 GTR 8000 Base Radio.
- Recommended Spares.

Additional RF Transmits and Receive Equipment for Each Site

Seven sites with Glasgow, Nashville, Knoxville, Chattanooga, Albany, Albany, Albany, Albany

Abstract

- Qty 1 GGM 8000 Gateway.
- Qty 1 Remote Site TRANSIT.
- Qty 1 GTR 8000 Base Radio.
- Recommended Power.

Since it is controlled by Athens County Water and Sewer District administrator, changes can be made quickly on an as needed basis.

d. Administrative Email Notifications - Athens County Water and Sewer District may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner.

The notifications include:

- ACH Reject Notifications
- Batch Close Notifications
- Daily Management Report
- File Processing Notifications
- Month End Billing Invoice
- Paperless Customer Email Bounce Daily Report
- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
- Status Notifications (notifications of planned outages, new features, etc.)

e. Athens County Water and Sewer District Controlled Configuration Options -The Athens County Water and Sewer District Portal includes several Athens County Water and Sewer District controlled configurable options to customize the way payments and customer accounts are handled. The Athens County Water and Sewer District will be able to configure for:

- allowing Auto-Pay and scheduled payments
- allowing customers to update their phone or mailing address through the payer portal
- allowing customers to pay less than, or more than the balance due based on receivable type
- updating Refund Policy description
- updating customer service phone number

5. Athens County Water and Sewer District Portal - Reporting

Athens County Water and Sewer District can access a selection of pre-configured reports. Athens County Water and Sewer District can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

a. Reports:

- b. Search Customers*
- c. Search Invoices
- d. Search Payment Transactions*
- e. Monthly Summary
- f. Registration Report*
- g. Autopay Report*
- h. Paperless Report*
- i. Data Synchronization History
- j. EFT/ACH Rejects*
- k. View Scheduled Payments*
- l. Invoice File History
- m. Import Errors

- n. Daily Payments Received*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. Payer Email Notifications

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Athens County Water and Sewer District Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Athens County Water and Sewer District's data file.

a. Up to three (3) invoice notifications can be scheduled based on a date or number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, a scheduled payment, or Payers who have signed up for Auto-Pay.

b. At the discretion of Athens County Water and Sewer District, Payer email notifications can be delivered for each of the following events.

- First Invoice Email Notification
- Second Invoice Email Notification
- Third Invoice Email Notification
- Payment Transaction Receipt
- Declined Auto Pay Transaction
- Late Fee Email Notification
- Declined Scheduled Payment Notification
- Registered Customer Welcome Email
- AutoPay Registration Notification
- Paperless Registration Notification
- ACH Reject/Chargeback Notices (with reason codes and descriptors)
- Credit Card Expiration Notification
- Scheduled Payment Confirmation
- AutoPay Reminder Notification
- FlexPay Confirmation Notification
- Scheduled Payment Reminder
- Paperless Off Confirmation
- Online Bank Direct Payment Receipt
- Check 21 Payment Receipt
- Linked Accounts First Notice Notification
- Linked Accounts Second Notice Notification

- Linked Accounts Second Notice Notification
- Auto Pay Off Confirmation
- Conveyed Customer Notification
- Multiple Registered Customers Welcome Email
- Recurring Scheduled Payment Confirmation
- Recurring Scheduled Payment Canceled

7. Business Rules

The Invoice Cloud solution is designed for flexibility for customers and Athens County Water and Sewer Districts. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Athens County Water and Sewer District's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Athens County Water and Sewer District specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Athens County Water and Sewer District. The IM will be the Athens County Water and Sewer District's primary contact during the implementation process and coordinates all necessary resources from Athens County Water and Sewer District, Athens County Water and Sewer District software company, Invoice Cloud, and any sub-contractors. The IM will provide the Athens County Water and Sewer District with the following documents to facilitate the project:

- a. New Athens County Water and Sewer District Questionnaire & Questionnaire Key - Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. Project Timeline- Details project schedule and milestones.
- c. Testing & Training Plan -This plan walks the Athens County Water and Sewer District through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

- a. Business Hours- The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Athens County Water and Sewer District Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. Help Desk - The Service will provide a helpdesk ticketing system for Athens County Water and Sewer District within the Athens County Water and Sewer District Portal to get help from Invoice Cloud client support team. This tool will allow Athens County Water and Sewer District to track and retain resolutions for historical reference.

c. Payer Support -The Payer Support is two tiered with Athens County Water and Sewer District staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Athens County Water and Sewer District helpdesk ticket.

d. Athens County Water and Sewer District Support - If Athens County Water and Sewer District encounters an inquiry which they cannot resolve Athens County Water and Sewer District will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Athens County Water and Sewer District to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Athens County Water and Sewer District and technical support is available during business hours.

i. Routine Technical Support- Technical Support is available during business hours. Athens County Water and Sewer District may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.

ii. Emergency After-Hours Support - The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Athens County Water and Sewer District may request email notification be provided in the event the system is down and inoperable.

e. Service Enhancements - Most enhancements do not require action on the part of Athens County Water and Sewer District. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Athens County Water and Sewer District to take. Support levels are not affected by enhancements.

f. Athens County Water and Sewer District Training- Athens County Water and Sewer District staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.

- All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Athens County Water and Sewer District portals for City staff.
- Separate training is conducted for Athens County Water and Sewer District's technical staff regarding the uploading of bill files and any other applicable processes.
- Ongoing phone and Go-To-Meeting training will be provided during the first month of use at no additional cost to Athens County Water and Sewer District.

10. Marketing

Invoice Cloud provides marketing support that our Athens County Water and Sewer Districts can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link

- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

11. CloudiVRConnect™

The IC CloudiVRConnect allows Athens County Water and Sewer Districts to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Athens County Water and Sewer District
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) - all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)

- Replays information with Invoice Cloud generated confirmation#

12. CloudSMSConnect™

The IC CloudSMSConnect allows Athens County Water and Sewer Districts to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)

- Allows for payment utilizing a stored-payment method

.

13. CloudStore™

The IC CloudStore allows Athens County Water and Sewer Districts to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Athens County Water and Sewer District branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

14. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Athens County Water and Sewer Districts to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices

- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the Athens County Water and Sewer District, as outlined in the Athens County Water and Sewer District Order Form, are included in the delivery of products, services and payment methods.:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Athens County Water and Sewer District

By: /s/ Lenny Eliason

Printed Name:

Title: President of the Board of Commissioners

Invoice Cloud, Inc.

By: _____

Printed Name: Robert Lapides

Title: President. Government. Utilities Business Services Division

(copied to pages 498-499).

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 as requested by the Veteran Service Office:

Veteran Serv. Office - Surplus Property

Five (5) drawer filing cabinet Approved to be destroyed

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 as requested by the Auditor's Office:

Auditor - Surplus Property

Black filing cabinet Serial #0105-000115

Black filing cabinet Serial #0105-000105

Tan filing cabinet (Items approved to be destroyed)

Black filing cabinet Serial #0180-000054

Black filing cabinet Serial #0105-000106 (Items approved to sell for \$1.00 each)

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing Commissioner Eliason's signature on the OWDA / Frank LaVelle pay request No. 7 for the US50 Sanitary Sewer System Improvement Phase 3 Project, in the amount of \$22,906.25.

**US50 Sanitary Sewer System Improv. Pay
Req.#7 Frank LaVelle**

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 SHV Load Rating Bridge(s) Agreement No. 2018SHV, as requested by the County Engineer, as follows:

Engineer - SHV Bridge Load Rating Agrmt.

ATHENS COUNTY
AGREEMENT NO. 2018SHV

This Agreement No. 2018SHV entered into at Athens, Ohio, this 2nd day of October, 2018, by and between the Athens County Engineer, acting by and through the Athens County Board of County Commissioners, hereinafter referred to as the County, and E.P. Ferris and Associates Inc, hereinafter referred to as the Consultant, with an office located at 880 King Avenue, Columbus, Ohio 43212.

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I -WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the County for SHV load rating of the bridge or bridges specified in the Scope of Services and funded through the County Engineers Association of Ohio (CEAO) in Athens County, Ohio, identified as VAR-Countywide Load Ratings.

CLAUSE II - INVOICE & PROGRESS SCHEDULE

The County and the Consultant agree to a project completion date of June 1, 2019

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement no more than on a quarterly basis [every three (3) months]:

- (a) Signed original transmittal letter and invoice (IPS) and two (2) copies of same.
- (b) Two (2) copies of the updated Progress Schedule.

CLAUSE III- PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement. If the County authorizes the performance of other portions of the Work said authorization is subject to the availability of funds in accordance with Section 126.07 of the Ohio Revised Code.

Page 1 of 8

Part 1 : Load Ratings.

Lump sum compensations for each bridge as established on Attachment A.

However, the total maximum prime compensation shall not exceed Seven

Thousand Five Hundred Dollars (\$7,500.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition". (Copied to pages 500-501).

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 10:47 to discuss the appointment of a public employee.

Exec. Sess. Discuss Appoint. Of Public Employee

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

After returning to Regular Session at 10:53, and the discussion of the Maintenance Supervisor position, a motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason to offer the job to Jeff Gabriel. Terms will be given to the Clerk after his discussion with Mr. Gabriel.

Reg. Sess. - Maint. Supv. Position Offered to Jeff Gabriel

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

Auditor

Jill Thompson, Tammi Goeglein, Heidi Easley - SE Dist. CAAO Mtg. - OU Innovation Ctr. - October 5th, 2018

County Planner

Jessie Powers - Land Bank Conference - October 23-24, 2018 - Columbus, Ohio

Commissioner

Lenny Eliason - NACo Meeting - Washington DC - October 23-24, 2018

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

~ Bikepath - Commissioner Adkins - update on large tree that fell on bikepath - for future reference, he wants to get a map of the bikepath to specifically locate the portion of the path that a tree has fallen to contact the owner. Commissioner Eliason stated that the tree would be the property of the county, it can be removed and cut up. Commissioner Chmiel stated he would like to contact the property owner, if not, and offer them the tree in the future.

Bikepath - Discussion re Fallen Tree

~ Dog Shelter Radio Call Policy - Commissioner Adkins has been working with 911 to draft a policy for them to review. He will send this draft copy to the other Commissioners for review.

911 - Dog Shelter Callout Policy Discussion

~ Peter Galbraith & others in support of the Bailey's Mountain Trail - Citizens and business owners from Nelsonville expressed concerns regarding economic growth and positive effect the Bailey's Mountain Bike Trail would bring to the region, especially Nelsonville. When asked about the Commissioners thoughts on this project, Commissioner Eliason stated they consider it a great project, but there is the matter of financing. Athens County is not in the financial position to fund the entire project. A meeting is scheduled tomorrow, with the Wayne National Forest and other interested stakeholders, such as Hocking, Perry, Washington Counties, to discuss multi county funding of the project in more detail. The Commissioners suggested that those in support of the Bailey's Trail contact their area Representatives for support and to get this project on their radar.

Bailey's Mountain Trail Discussion w/Nelsonville Residents

~ Mayor Steve Patterson - Uptown Special Improvement District - Presentation of information lining out the project and inviting the County

Uptown Special Improvement Dist. -

to opt in as a paying member of the SID.

Discussion w/Mayor Patterson

Article IV: Purpose of the Corporation.

The Corporation is organized to operate exclusively for charitable and educational purposes (but not including the operation of a full secondary educational institution or a vocational school) within the meaning of Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue Law), and shall at all times be a nonprofit corporation and operated for any lawful purposes, including the following:

- a. To govern the District as a special improvement district created pursuant to Ohio Revised Code Chapter 1710.
- b. To encourage and participate in projects and programs that will maintain, improve, and build the District as a viable business, commercial, residential, cultural, and entertainment area and thereby contribute to the development of the City of Athens, the County of Athens, and the State of Ohio.
- c. To undertake within the District, in cooperation with the City of Athens and others, the delivery of public services and the acquisition, construction, and installation of public improvements, including without limitation public services and public improvements that will be funded from special assessments levied on the properties in the District, to the extent such public services and public improvements exceed the obligations of the City of Athens, the County of Athens, and the State of Ohio.
- d. To encourage and participate in programs to preserve the aesthetic, architectural, and historic character of the District.

Article VI: Territory of the District.

The territory of the District shall be the geographic area shown on the map attached as Exhibit A. That area has an irregular border but generally consists of a portion of the City of Athens, Ohio, bounded on the north by Carpenter Street and those parcels immediately adjacent to the northern side of Carpenter Street, on the south by Union Street and those parcels immediately adjacent to the south side of Union Street or located south of Union Street and having a boundary on Court Street, on the West by Congress Street, and on the East by College Street, as more particularly depicted on the map and parcel list attached hereto as Exhibit A. Those parcels within this territory having a boundary on Court Street (North or South), Carpenter Street (East or West), State Street (East or West), Mill Street, Washington Street (East or West), or West Union Street, or contiguous to and in common ownership with any such parcel as a single property, shall be included in the District, except as set forth in Article Five.

A027080004300	ATHENS CO. COMM	15 S COURT	1667520	45	1350	3835296	2592.648
A027080004400	ATHENS CO. COMM	0 S COURT ST	215610	0	0	495903	247.9515
A027080004500	ATHENS CO. COMM	0 S COURT ST	85470	0	0	196581	98.2905
A027080004800	ATHENS CO. COMM	0 CONGRESS ST	109950	0	0	252.885	126.4425
A027080004900	ATHENS CO. COMM	0 COURT ST	3524950	296	8880	8107385	8493.6925

A motion was made by Mr. Chmiel to join, opt in, the Uptown Special Improvement District, the motion died for lack of second.

Commissioner Adkins would like to hear more information before making a decision. Commissioner Eliason would like to see the services offered outlined in the plan and asked about a yearly opt in along with the addition of a cancellation clause. Essentially, more details are needed before

they can take a vote.

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 as requested by the 911 Center:

911 - County Property Declared Surplus

<u>Property Description</u>	<u>Model #</u>	<u>Serial #</u>
(2) 2 Drawer File Cabinets		
(1) 4 Drawer File Cabinet		
HP PRINTER	P1109W	VND3163177
HP PRINTER	P2035N	CNB9S61738
MAGNAVOX CD/VHS PLAYER	ZV457MG9	041829309
(1) 2 DRAWER WOODEN FILE CABINET		* Malfunctioning Items approved to be destroyed

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 Settlement and Release Agreement with American Tower for the Peach Ridge property rent (back rent \$4,600.00) finalized negotiated amount, \$2,300.00, as recommended by 911 Acting Dir., Aaron Maynard. (Copied to page 502).

911 - Agrmt. w/American Tower

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 Simulcast System agreement with Motorola for technical support services, Five (5) year period, \$87,083.00, as recommended by 911 Acting Dir., Aaron Maynard. (Copied to pages 503-504).


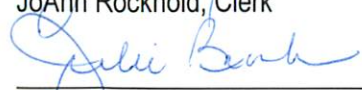
911 - Motorola Simulcast System Agrmt.

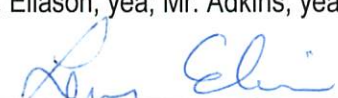
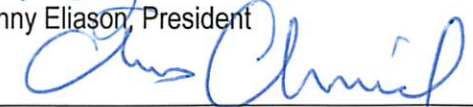

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

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

Adjourn

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


 JoAnn Rockhold, Clerk

 Julie Brooks, Assistant Clerk


 Lenny Eliason, President

 Chris Chmiel, Vice-President

 Charlie Adkins