

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

AGENDA

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 April 2, 2019 - Convenes at 9:30 a.m.

Approve Agenda
 Approve Minutes from March 19th, 2019
 Approve Appropriations, Transfers, New Line Items Requests/Changes
 Approve Bills

09:30 Bid Opening Health Dept Vehicles
 09:35 Sheriff Rodney Smith
 10:15 ACWSD / Buchtel Sewer
 10:30 EMS Chief Rick Callebs
 10:45 Co. Planner, Jessie Powers - ODOT - Transportation Alternative Program Grants
 11:00 Dominic Ciano - Regional Liaison Auditor
 11:15 John Knouse - Athens Conservancy - Clean Ohio Project Support Resolution

~ AGENDA ITEMS

Amended Certificate
 Utility Permit
 DD Board Appointment
 TB Contracts
 ATCO Bldg. Greenhouse
 EMA Vehicle
 EMA - Weather Receiver Agrmts.
 691 Landfill - 2019 1st Qtr Inspection Report (Acknowledge Receipt)
 Lavelle Disbursement Request #15
 Middleport Jail Contract
 Evergreen Drive, Whispering Pines Subdivision Albany
 Athens County Fiber RFP
 Proposal - Upgrade of ADA Compliant Parking at Cline Bldg.
 Engineer - Bid Advertisements
 AC Soil & Water - Transfer
 Respond to BOE Request Letter for Space
 Augustine County Property

~TRAVEL

Sheriff
 Crystal Allen - Conf. on Victim Assist. - May 19-21 - Columbus, Ohio
 Joni Allbaugh, Makina Milum - Grant Writing Training - April 2nd - Columbus, Ohio

Comm. Pleas
 Judge George McCarthy - OJC Ohio Civil Rules of Procedure - May 10 - Columbus, Ohio
 Judge George McCarthy - OJC Technology Conf. - April 16 - Worthington, Ohio

Auditor
 Auditor Jill Thompson - Ohio Auditor of State Fraud Conf. - May 8-9 - Columbus, Ohio

Commissioners
 Commissioner Eliason, JoAnn Rockhold, Julie Brooks - CEBCO Annual Mtg. - April 5 - Columbus, Ohio
 JoAnn Rockhold, Julie Brooks - CLCCA Mtg. - April 12 - Plain City, Ohio

WDB Area 14
 Laurie McKnight - ODJFS Annual Conf. - May 9-10 - Columbus

~ADJOURNMENT

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

MINUTES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from March 19th, 2019.
 The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

APPROVE APPROPRIATIONS, TRANSFERS, NEW LINE ITEMS REQUESTS/CHANGES

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Appropriations, Transfers, New Line Items Requests/Changes

submitted and processed through the Auditor's Office by various Departments. Dated: April 2, 2019 - Budget Transfers and Amendments.

Copies on file in Commissioner's Office.

(Copied to page 213).

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

BILLS

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: 3/26/19 To: 4/2/19 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.

BID OPENING - HEALTH DEPT. VEHICLES - 9:30

The following Bids were received:

<u>Bids Received From</u>	<u>2001 Chevy Sedan</u>	<u>1998 Chevy Truck</u>
Samantha Sikorski		\$369.69
Samantha Sikorski	\$369.69	
Tyler McDonald		\$710.00
McKee's Auto Parts	\$400.00	

BID AWARDS OF HEALTH DEPT. VEHICLES

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

1998 Chevy Truck Tyler McDonald \$710.00

2001 Chevy Sedan - McKee's Auto Parts \$400.00

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

RECESS TO TOUR SHERIFF BUILDING - Commissioner Tour the Sheriff Office Building - 9:35

Discussion upon returning: Possible use for Board of Elections Office and space usage by the Sheriff's Office at the ATCO Building.

LETTER OF RESPONSE TO BOE

Commissioner Adkins discussed the letter they received from the Board of Elections office (in late 2018), regarding the need for more space, and possibly moving to the vacant ATCO building.

BOE LETTER REGARDING SPACE (ATCO BLDG.)

A motion was made by Mr. Adkins and seconded by Mr. Chmiel authorizing Commissioner Adkins to draft a letter to the BOE notifying them stating that for the upcoming election, continue to hold the election in their current office. Measures are being taken to make the building ADA Compliant. Space has been prepared at the ATCO Building space (Campbell Street) location to store the voting equipment. Commissioner Adkins will draft the letter.

PROPOSAL FOR UPGRADE OF ADA COMPLIANT PARKING / CLINE BUILDING - DICK PLANISEK, ARCHITECT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Proposal to Provide Design Services from Dick Planisek, Architect as follows:

Project: Upgrade of ADA Compliant Parking at Cline Building

Project Description:

The existing parking lot behind the Cline Building does not provide ADA (handicapped) parking in compliance with current ADA guidelines. This project will alter the configuration and grading of the existing lot to provide two accessible spaces, one conforming to the "van accessible" criteria of the 2010 ADA Standards for Accessible Design as issued by The Department of Justice.

Based on information provided by a topographic survey of the entire lot (provided by others), and the existing site conditions, I will develop a design/construction plan and construction details for the required conforming parking spaces. Details will include minor materials specifications to facilitate competitive bidding of the construction work. This work will not (to my knowledge) require a State of Ohio building permit. Any permits that will be required will be billed at a separate hourly rate.

Drawings are expected to include a Site Demolition Plan, New Construction Plan, and Construction Details. I will also provide three visits to the site during the construction phase to observe the construction progress.

I am proposing a flat fee of \$1,200 for this work, including printing. Any additional services, such as Owner requested design changes, acquisition of permits, etc. will be billed separately at a rate of \$80.00 per hour. I am prepared to begin work on this project as soon as the requested topographic survey is received.

I will provide assistance in addressing the other issues within the Cline Building as sited in the Compliance Report at a rate of \$80.00 per hour.

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

Amended Certificate

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the Amended Certificate, dated April 2, 2019 prepared by Jill Thompson, Athens County Auditor.

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

UTILITY PERMIT #19-146 Columbia Gas

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Utility Permit #19-146 Columbia Gas:

From: Columbia Gas

290 W. Nationwide Blvd.

Columbus, Ohio 43215

We hereby request permission to install utility lines within public right-of-way limits.

Location of work: CR13 Carpenter Road

Description of Work: Installing Gas Service Line - Installing 1" plastic service line, connecting to 3" plastic main on same side of road.

Type of Installation:

Estimated Project Schedule:

Start Date: Permit Appvl. Completion Date: One day after.

Agreed to by: /s/Nicholas Bowers

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

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

DD BOARD APPT. TABLED

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to Table the DD Board Appointment.

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

TB CONTRACTS with Hocking College, Ohio Health, Regional Jail

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following TB Contracts as recommended by the Athens City/County Health Department:

MEMORANDUM OF AGREEMENT BETWEEN THE
ATHENS COUNTY TUBERCULOSIS BOARD
ATHENS CITY-COUNTY HEALTH DEPARTMENT AND
HOCKING COLLEGE

This Memorandum of Agreement is entered into on the 8th day of January, 2019 by and between the Athens County Tuberculosis Board, hereinafter referred to as the Board, appointed by the Athens County Commissioners, the Athens City-County Health Department (ACCHD) and the Hocking College.

Whereas, the Board seeks to enter into an agreement with Hocking College to control tuberculosis within Athens County; and

Whereas Hocking College wants to insure a safe and disease free college campus, now, therefore the Board and Hocking College agree to the following.

The Athens City-County Health Department will provide a contact point for referred Hocking College international students. The responsibilities of the Board, Hocking College and the ACCHD are provided as follows.

1. The Board will pay for tuberculosis testing of newly enrolled Hocking College international students, providing that the student does not have insurance that is available to pay for the testing.
2. Hocking College agrees to identify and refer all newly enrolled international students to Athens City-County Health Department for outpatient Tuberculosis surveillance tests (interferon gamma release assays, referred to IGRAs) . Hocking College will instruct students as to the procedure. Since many foreign students are transfers from Ohio University, Hocking College will get a release of information for those students. The release will include language allowing Athens City-County Health Department to get information from Ohio University concerning Tuberculosis surveillance tests performed at Ohio University. Hocking College will keep records including name and contact information on all students referred to ACCHD and provide this to the Athens City-County Health Department.
3. Athens City-County Health Department understands that it may, pursuant to the Contract, generate or otherwise be in possession of confidential education records regarding Hocking College's students, and that these records are protected by federal law including, inter alia, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. 1232g. Athens City-County Health Department further understands that it may not share or disclose these education records with any party other than Hocking College, without both Hocking College and the relevant student's consent.
4. Any international student who requires further evaluation and tuberculosis treatments, X-rays, and interpretation, sputum analysis, CAT scans, . . . etc., including treatment medication or treatment in any medical facility as deemed necessary by the Athens City-County Health Department, will be covered financially by the Board, providing that the student does not have insurance that is available to pay for this treatment.
5. The Athens City-County Health Department will keep records on all IGRA test

results of the testing to Hocking College.

6. This Memorandum of Agreement will begin on January 8, 2019 and end on December 31, 2019.

7. This Memorandum of Agreement can be terminated by either party to this Memorandum of Agreement at any time with 30 days written notice to the other with notice sent to the following addresses:

For the Board:
Robert Frey
7855 Heatherstone Drive
Athens, Ohio 45701
(740) 593-5712
rfrey44@gmail.com

For Hocking College:
Betty Young
3301 Hocking Parkway
Nelsonville, Ohio 45764
(740) 753-7004
youngb@hocking.edu

(Signature page copied to page 214).

CONTRACT BETWEEN
ATHENS COUNTY TUBERCULOSIS CLINIC BOARD
AND
OHIOHEALTH PHYSICIAN GROUP, INC.
2019

This Contract is made by and between the Athens County Tuberculosis Clinic Board ("Board") and OhioHealth Physician Group, Inc. ("OPG"). In consideration of the mutual promises contained in this document, the Board and OPG agree as follows:

1. The period of the Contract shall be from January 1, 2019 to December 31, 2019 inclusive.
2. The total amount of this Contract shall not exceed \$40,587.00 and consists of the components described below:

Costs

1. Fixed costs include:

The Directors Salary to provide oversight of the program 3% time (\$3,133.00) per 12 month period. The Administrative Associate's salary to assist with support of the project 50% time (\$2,565.00) per 12 month period.

2. Variable costs include:

- a. Clinical, Clerical Services, Supplies and Equipment

For satisfactory performance of the clinical and clerical services described in Scope of Work the Board shall pay OPG funds to supply nursing and clerical staff for the clinic as well as supplies and equipment.

This Cost shall not exceed:

Nursing, phlebotomy and clerical staff salary and benefits per 12 month period (\$3,500.00)

Supplies (\$389.00)

Equipment (\$2,062.00)

*Equipment includes vital signs monitor and mobile stand with basket.

Also, included funds to cover shipping.

- b. Physician Services and Training

As per clinical services described below, and as described in "Scope of Work" (attached), Katherine Able-Perkins, D.O. or designee (a physician licensed to practice medicine in the State of Ohio) will provide medical supervision through OPG. Dr. Able-Perkins and or designee's hours will be billed at a rate of \$110.00 per hour per 12 month period not to exceed (\$10,000.00).

Training for physician if needed, including conference, travel, lodging, and meals not to exceed (\$2,700.00).

Invoicing

- c. Laboratory Testing Services

The Board shall reimburse OPG up to \$58.00 per QuantiFeron/T-Spot test not to exceed (\$14,738.00).

- d. Patient Assistance

The Board shall reimburse OPG up to \$500.00 per 12 month period for patient assistance for services such as patient transportation to external provider appointments

Costs will be broken down and billed monthly and will include:

1. Fixed Costs:

Director and Administrative Associate support will be invoiced at \$475.00 a month

2. Variable Costs:

Payment

- a. Clinical and clerical staff services and supplies which include the nurse, phlebotomist, and clerical staff wages and supply usage and equipment needs
- b. Physician costs for services rendered and training costs
- c. Laboratory testing reimbursement costs
- d. Patient assistance reimbursement

1. Payment shall be made within 30 (thirty) days following the submission of the invoice.
2. In performing services under this Contract, OPG shall be deemed an independent contractor and shall not act as an agent or employee of the Board. OPG agrees to perform the services with standard of professional care, skill and diligence normally provided in the performance of similar services.
3. Either the Board or OPG may terminate performance under this Contract at any time by notifying the other party in writing at least 30 (thirty) days in advance of the effective date of the termination specified in the notice.
4. OPG shall notify the Board promptly of any expected delay in performance of services. However, OPG shall not be liable for delays in performance beyond its reasonable control.
5. The Board/or OPG at any time, through a written Change Notice to this Contract, may propose changes within the scope of work or period of performance of this Contract. The Board and OPG shall negotiate an equitable adjustment, if appropriate, in the terms of this Contract to cover any change. Payment for additional services shall be made only if such are performed pursuant to a written Change Notice.
6. This contract constitutes the complete understanding of the parties and supersedes any other prior agreements, and shall be governed by the laws of the State of Ohio.
7. The Athens County Tuberculosis Clinic Board and OhioHealth Physician Group, Inc. will collaborate regarding credentialing and quality assurance matters.

Indemnification

OPG shall indemnify, defend and hold harmless Board, its officers, employees, agents, successors, and assigns harmless from any personal liability from claims, demands, damages to any person or property, or actions or causes of actions whatsoever, resulting or arising hereafter from the actions of OPG, its agents, employees or anyone acting under its direction, control, or on their behalf unless due solely to the Board's negligence.

The Board shall indemnify, defend and hold harmless OPG, its officers, employees, agents, successors, and assigns harmless from any personal liability from claims, demands, damages to any person or property, or actions or causes of actions whatsoever, resulting or arising hereafter from the actions of the Board, its agents, employees or anyone acting under its direction, control, or on their behalf unless due solely to OPG's negligence.

Binding Effect

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

Entire Agreement

This Agreement contains the entire agreement between the parties and there are no other terms express or implied, except as contained herein.

(Signature page copied to page 215).

CONTRACT BETWEEN THE ATHENS COUNTY TUBERCULOSIS BOARD AND THE SOUTHEASTERN OHIO REGIONAL JAIL

This contract is entered on the 26 day of December , 2018 by and between the Athens County Tuberculosis Board, hereinafter referred to as the Board, appointed by the Athens County Commissioners, and the Southeastern Ohio Regional Jail, hereinafter referred to as SEORJ.

Whereas the Board wants SEORJ to perform Tuberculosis surveillance tests (Mantoux) on SEORJ inmates and the Board is willing to fund the supplies needed for this and; Whereas the SEORJ is willing to perform the TB testing, now, therefore the Board and SEORJ agree as follows:

1. The Board will pay up to and including five thousand dollars (\$5,000.00) for needed supplies (Tubersol Test or substitute, syringes, acetone, cotton balls, band aids and other needed supplies) for the performing and recording TB tests.
2. Any Athens County Inmate that requires any further Tuberculosis diagnosis and treatment, that is, chest x-rays and interpretation, sputum analysis, and TB Treatment, etc. will be covered financially by the Athens County TB Board, this includes the inmate's treatment in any medical facility in accordance with Athens City-County Health Department procedures or where the SEORJ Medical Director decides. To facilitate payment at the time of referral the SEORJ Medical Director will notify in writing (including name, Social Security Number, outside address if known, and what referred for) the Athens City-County Health Department of any inmate referred for Tuberculosis treatment. This should be sent to Doretta Mayle, ACCHD, 278 W. Union Street, Athens, Ohio 45701.
3. The SEORJ agrees to perform the tests and keep data as requested by the Board.
4. SEORJ will provide the Board on a semi-annual basis, the number of tests performed,

and the number of positives.

This contract will begin on Dec. 26 2018 and end on December 31, 2019.

5. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the parties hereunder or any of their successors and assigns.

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

7. This Agreement contains the entire agreement between the parties and there are no other terms express or implied, except as contained herein.
2019.

8. This contract can be terminated by either party to this contract at any time with 30 days written notice to the other with notice sent to the following addresses:

For the Board

Robert Frey

7855 Heatherstone Drive

Athens, Ohio 45701

(740) 593-5712

rfrey44@gmail.com

For the Jail:

Josh VanBibber, Warden

16677 Riverside Drive

Nelsonville, Ohio 45764

(740) 753-4060

warden@seorj.com

(Signature page copied to page 216).

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

ACWSD/BUCHTEL SEWER Discussion re Nelsonville acquiring a portion of the Buchtel System.

ACWSD Supt. Rich Kasler informed the Commissioners that Nelsonville has expressed interest in acquiring the Buchtel Water System. They have indicated that they discussed funding with USDA regarding the new sewer system they are creating, to serve the whole area. USDA is in agreement providing the funds are available to take care of the outstanding loans. Supt. Rich Kasler stated he can start discussions with the Nelsonville City Manager to come up with a firm date. The Commissioners stated they will contact the Prosecutor to work on an agreement.

ACWSD - Buchtel Sewer - Nelsonville Acquiring portion of the Buchtel System

A motion was made by Mr. Adkins and seconded by Mr. Chmiel authorizing Commissioner Eliason, along with with ACWSD Supt. Rich Kasler, to have the Prosecutor draft an agreement, and for Mr. Kasler to contact the City of Nelsonville, in order to move forward with the City of Nelsonville's request to acquire the Buchtel System.

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

ACWSD - US50 SEWER PROJECT UPDATE

Supt. Kasler discussed the US50 Sewer Project, he will be meeting with HDR Engineering and Frank Lavelle, Atty., today, to go over the USDA requirements in order to Bid the project.

ATCO BLDG. GREENHOUSE USE Agreement

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Agreement allowing Passion Works to use the Greenhouse at ATCO for the Summer.
(Copy on file in Commissioners Office.)

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

AGREEMENT ALLOWING USE OF GREENHOUSE LOCATED AT THE 21 CAMPBELL STREET, ATHENS, ATHENS COUNTY, OHIO BETWEEN THE ATHENS COUNTY BOARD OF COMMISSIONERS AND PASSION WORKS STUDIO AND CREATIVE FOUNDATIONS

This contract is made between the Athens County Board of Commissioners, Athens County, Ohio (hereinafter referred to as Board) and Passion Works Studio and Creative Foundations, a non-profit corporation authorized to do business in the State of Ohio (hereinafter referred to as Passion Works)

In consideration of the mutual promises of the parties, the Board and Passion Works agree as follows:

1. The Board is responsible for the premises located at 21 Campbell Street, Athens, Athens County, Ohio 45761 ("Old ATCO Building"), which includes a Greenhouse.
2. While the building was previously used by the Athens County Board of Developmental Disabilities, Passion Works used the Greenhouse for gardening purposes.
3. Passion Works has expressed interest in the continued use of the Greenhouse to continue its gardening purposes. Passion Works would not need use of the physical building, but rather only the Greenhouse and the use of water at the Old ATCO Building.
4. Passion Works would be responsible for all clean-up and repairs, if needed, for the Greenhouse caused by Passion Works so the Greenhouse will remain in the same condition as it was prior to Passion Works using the Greenhouse.
5. The Board agrees to allow Passion Works to use the Greenhouse located at the Old ATCO Building for the sole purpose of gardening.

6. The Board agrees to allow Passion Works to use water or any spouts in the Greenhouse for only gardening purposes. Passion Works agrees not to use excessive water for gardening purposes. The Board may, at any time, request Passion Works to cease using the utility of water if the Board deems Passion Works use of water is excessive.

7. Passion Works agrees to hold the Board, their successors or assigns, harmless for any personal liability for claims, demands, damages to any person or any property, actions and causes of action whatsoever, as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or in part by the negligent act or omission of the Passion Works, any subcontractor, any person directly or indirectly employed by any of them or any person for who acts on behalf of the Passion Works may be liable.

8. This Contract shall be governed by the laws of the State of Ohio.

9. This agreement is binding against all parties. This is the entire agreement.

The Board of Athens County Commissioners have caused this Contract to be executed this day of _____, 20_____.

BOARD OF ATHENS COUNTY COMMISSIONERS

Commissioner
Commissioner
Commissioner

Passion Works have caused this Contract to be executed this day of _____, 20_____.

Authorized Individual
Passion Works

Prepared by: Keller J. Blackburn
Athens County Prosecuting Attorney (Signed Agrmt. On file in Commissioners Office).

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

EMA VEHICLE / COMMISSIONER VAN Discussion

Commissioner Adkins discussed the use of the EMA vehicle by new Director, Don Gossel. They will inform him of the use of the County Vehicle for Travel EMA business travel use only. Commissioner Eliason discussed the County Van as well, and if they should consider getting a new one considering its age. (2001). Commissioner Adkins stated it is his understanding that it is beginning to have mechanical issues. Commissioner Chmiel stated that he uses it for the Landbank from time to time. No decision made at this time.

EMA WEATHER RECEIVER AGREEMENTS

The Commissioners would like to have EMA Dir. Don Gossel attend next week's Meeting to discuss the EMA Weather Receiver Agreements.

691 LANDFILL 2019 1ST QTR. INSPECTION REPORT (ACKNOWLEDGE RECEIPT)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the 691 Landfill 2019 1st Qtr. Inspection Report from Eagon & Associates, Inc.

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

US50 SEWER PROJECT / ACWSD Disbursement Request #15 LaVelle Law Office

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving Disbursement Request #15 for Lavelle Law Offices, in the amount of \$28,774.58, for the US50 Sanitary Sewer System Improv Phase 3 Project. Acct. Number 7958. (Copied to page 217).

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

SHERIFF - MIDDLEPORT JAIL CONTRACT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Middleport Jail Contract as follows:

CONTRACT FOR HOUSING PRISONERS

MIDDLEPORT JAIL

WHEREAS, this contract is made this 1st day of April, 2019 by and between the Village of Middleport, Middleport Ohio and the Athens County Sheriff.

WHEREAS, the Athens County Sheriff wants to confine prisoners in the Middleport Jail and such prisoners have been charged with misdemeanors and felonies awaiting trial.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Village of Middleport and the Athens County Sheriff for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants made herein each of the parties agrees as follows:

1. The Middleport Police Department shall receive, keep, board and safely maintain in the Middleport Jail on behalf of the Athens County Sheriff the following persons:

a. All persons arrested by the Athens County Sheriff for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of the Middleport Jail for purpose of compensation under this contract.

b. All persons arrested for violation of Ohio Revised Code from arrest through termination of any jail sentence imposed for that violation except as provided in paragraph 4 through 9 below.

c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as the Athens County Sheriffs prisoners in this contract.

2. The Athens County Sheriff shall pay to Middleport Village the sum of Sixty-two dollars (\$62.00) per day for each person incarcerated in the Middleport Jail under paragraphs 1.a, 1.b., and 1.e. For the purpose of determining the compensation to be paid for each part of any calendar day: a person incarcerated up to eight (8) hours shall be paid for at the rate of one-half of the one day's fee; each part of a calendar day over eight (8) hours shall be paid at the rate for a full day.

3. The Athens County Sheriffs prisoners confined in the Middleport Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein. Every prisoner admitted into the Middleport Jail is charged a twenty-two dollar (\$22.00) booking fee when booked into the jail. This \$22.00 booking fee is due and payable by the prisoner personally to Middleport Village.

4. The Middleport Jail may reject or refuse to receive any prisoners who may be afflicted with a prior medical problem with any contagious, infectious or venereal disease, mental illness, or injury that has not been treated prior to entry into the Middleport Jail, or having received any prisoner so affected without knowledge thereof, upon discovery of such condition in any prisoner thereafter.

a. The Middleport Jail may refuse to keep such prisoners thereafter following notice to the Athens County Sheriff. Following receipt of such notice the Athens County Sheriff agrees to receive back such affected prisoner.

b. The Jail Administrator may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reasons that the Jail Administrator deems pertinent at the time.

5. The Athens County Sheriff agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a Athens County Sheriff prisoner including doctor's fees, hospital charges, and prescription costs.

CONTRACT FOR HOUSING PRISONERS- Middleport Jail continued:

6. The Athens County Sheriff shall transport and provide security anytime a Athens County Sheriff prisoner must leave the Middleport Jail for any reason, unless a court orders that no transportation or security is needed.

7. The Athens County Sheriff shall bear the expense of the burial of a Athens County Sheriff prisoner who dies in the Middleport Jail, if the body is not claimed for interment at the expense of friends or relatives.

8. No person under eighteen years of age shall be received by Middleport Jail.

9. The Middleport Jail shall provide an itemized statement of the amount due each month for housing the Athens County Sheriffs prisoners. Payment shall be made by the Athens County Sheriff to the Middleport Police Department, 659 Pearl Street, Middleport Ohio 45760 within thirty days of the date of the statement. The Middleport Jail may refuse to accept Athens County Sheriff prisoners if timely payment is not made.

10. The Athens County Sheriff agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Middleport Jail.

11. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.

12. Anytime the Athens County Sheriff arrests an individual for domestic violence, violations of a temporary protection order or a civil protection order or menacing threats by stalking, and victim does not have a phone number; the Athens County Sheriff will be responsible for attempting to make notification to the victim the offender's being released from the Middleport Jail.

13. This agreement shall be effective as of April 1, 2019 and terminate Dec. 31, 2019.

14. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

Any alteration of this contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers, none hereto caused their names to be transcribed on the day first written above.

Athens County Sheriff
/s/ Lenny Eliason, Commissioner

Village of Middleport/ Police Department
/s/ Sandy Iannarelli

/s/ Chris Chmiel, Commissioner

/s/ Charlie Adkins

/s/ Mony Wood

/s/ Rodney Smith

Athens County Sheriff

/s/Susan Baker, Fiscal Officer

(Copied to page 218).

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

EVERGREEN DRIVE, WHISPERING PINES SUBDIVISION ALBANY Road Acceptance

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge the correction of the Evergreen Drive Road Acceptance, from Ron White, regarding the correction of the road name from Evergreen Way to Evergreen Drive, and to correct the Minutes of March 12, 2019, (listed as Evergreen Way), and authorize the clerk to send a letter of correction to the Lee Township Trustees.

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

EMS CHIEF RICK CALLEBS - RESPONSE TIME Report and discussion regarding Kenny Road property

Chief Callebs inquired about any further discussion regarding the property situation, and presented a response time report, as requested, from

the old VA property located at 510 Union Street versus the Kenny Road property, to the SR682 / SR56 intersection, with the difference being about 35 to 40 seconds:

DISTANCE FROM INTERSECTION OF SR 682 and SR 56 to HOLZER CLINIC: 6.1 miles

DRIVING TIME: 7:09

DISTANCE FROM CURRENT EMS STATION TO INTERSECTION 0.1 miles

DRIVING TIME: 25 seconds AM

40 Seconds PM

DISTANCE FROM VA CLINIC TO INTERSECTION: 0.2 miles

DRIVING TIME: 42 Seconds AM

46 seconds PM

DISTANCE FROM KENNY ROAD PROPERTY TO INTERSECTION: 0.8 miles

DRIVING TIME: 1 minute, 22 seconds

EMS KENNY ROAD PROPERTY - Discussion

Discussion regarding moving forward with this property purchase for the proposed Kenny Road EMS Station site, with Commissioner Chmiel giving his recommendations for moving ahead as follows:

Whereas, the Athens County EMS has been trying to get a new Athens station for over 6 years and have proposed over 30 different possible locations.

Whereas, the current Athens EMS is cramped and inadequate for our staff and is not a suitable long term location.

Whereas, the City of Athens has made available property on Kenny Drive for free and an agreement was signed unanimously by this board on October 9, 2018.

Whereas, this board entered into a unanimous agreement with BDT architects for design services on October 9, 2018.

Whereas, this location will change the response time from the current location but it will not be significant and will not affect the effectiveness of our EMS service.

Whereas, this location has a gas line owned and operated by TransCanada that has many proactive safety measures in place and this section is considered to be highly monitored due to the proximity of the school.

Whereas, this property is owned by the COA and is not going to lessen the amount of taxable land in the county.

Whereas, this property is not in the floodplain.

Whereas, money has been spent on surveying, soil samples and the conclusion that the site will require additional work at a cost of approximately \$80,000 to insure foundation stability.

Whereas, design money has been spent and many hours of staff and community involvement has helped develop a net zero energy building design.

Whereas, the goal was to have this building built this year, further delaying this project will make achieving this goal impossible.

Whereas the 510 West Union Street property would require approximately \$20,000 in additional costs just to catch up to where we are now on the Kenny Drive property. This cost includes soil tests, survey and redesign of preliminary engineering. If the soil samples bring back anything, there may be additional costs - big unknown here.

Whereas the 510 West Union property would also require approximately 3 feet of fill to get above the flood plain. This cost is approximately \$10,000 per foot or \$30,000 approximately. There is another unknown here - could be more or less than three feet fill needed.

Whereas the cost of the property - depending on the footprint of the building, a cost associated with that may be between \$30,000 and \$50,000. Again, another unknown here.

Whereas currently this property is not tax exempt and the annual taxes amount to approximately \$21,000 for 2017 taxes. It will be significantly more next year due to the school building levy.

Whereas trying to make the Athens EMS station fit on the back of 510 West Union will reduce the number of parking spots in the back and along the side.

Whereas there may be safety issues with EMS dispatching from this location due to the high amount of pedestrians at this bike path intersection.

Let it therefore be resolved that the Board of Athens County Commissioners would again reaffirm moving ahead with building the Athens EMS station at the Kenny Drive location.

Commissioner Adkins stated he has had a long discussion with a former Columbia Gas employee who is very familiar with the gas line running through the Kenny Road property. He indicated that this line is tested on a regular basis and because of the size of the line, is tested and maintained more often than others. Some additional air monitoring will need to be in place as well. Commissioner Adkins stated that after this discussion he feels more comfortable with moving forward with the decision.

Also discussed were the Handicap parking areas at all Stations. Chief Callebs is checking to make sure that all Stations are compliant with the Handicap Parking.

EMS KENNY ROAD PROPERTY - Move Forward

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to move forward with the purchase of the Kenny Road Property.

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

ENGINEER BID ADVERTISEMENTS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Bid Advertisements as recommended by the County Engineer, Jeff Maiden and authorize the Engineer to issue any addendums prior to bid:

ADVERTISEMENT FOR BIDS

Sealed bids for the ATH-CR20-2.82 & ATH-CR42-4.48 LANDSLIDE REPAIR PROJECTS will received by the Athens County Engineer at the County Engineer's office, 16000 Canaanville Rd,

Athens, Ohio 45701 until 10:15 a.m., Prevailing Local Time on the 29th day of April, 2019 and at that time and place will be publicly opened and read aloud. All bids will be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of a 120 FT long drilled pile wall on CR20, an 84 FT long and 164 FT long plug pile walls on CR42, guardrail construction, other miscellaneous items associated with the construction of the ATH-CR20-2.82 & ATH-CR42-4.48 LANDSLIDE REPAIR PROJECTS. The Engineer's Estimate of Construction Cost for the project is \$684,480.15. The bidder must hold a current prequalification with the Ohio Department of Transportation for the appropriate items of work, and must maintain such prequalification during the course of the contract.

Copies of the Construction Plans, Bidding Forms, and Specifications on the Unit Price Contract may be purchased from the Office of the Athens County Engineer, 16000 Canaanville Rd, Athens, Ohio 45701 during regular business hours (7:00 a.m. to 3:30 p.m. Monday through Friday). A non-refundable fee of \$30.00 will be charged for copies mailed or picked up by prospective bidders.

Legal notice and bid documents are also posted on the internet at www.athenscountyengineer.org under the "Bids/RFPs" heading.

Each bid shall contain the full name and address of each person or company interested in the same and must be accompanied by either a bid bond in the amount of 100 percent (100%) of the bid amount with a surety satisfactory to Athens County and The Ohio Department of Transportation (ODOT), or by certified check, cashier's check, or a letter of credit upon a solvent bank in the amount of not less than ten percent (10%) of the bid amount in favor of the aforesaid County and ODOT, conditioned that if the bid is accepted, a contract will be entered into within ten (10) days after notice of acceptance. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond. A performance bond of one hundred percent (100%) of the amount of the contract with a satisfactory surety company, conditioned according to law, will be required for the faithful performance of the contract.

The bidder will be required to describe in full detail as to their experience in this class of work, and bids from contractors inexperienced in this particular type of work will not be considered. Bidders must comply with the Federal Davis-Bacon Wages. The work shall commence upon written notice of award by Athens County. The owner intends and requires that this project be completed no later than October 1, 2019.

The Board of County Commissioners of Athens County, Ohio reserves the right to reject any and/or all bids and to waive informalities as may be in the best interest of Athens County.

Jeff Maiden, P.E., P.S.

Athens County Engineer

Advertising dates: 4/7/19, 4/14/19

ADVERTISEMENT FOR BIDS

Sealed bids for the ATH-CR34/CR48-2.54/VAR LANDSLIDE REPAIRS will be received by the Athens County Engineer at the County Engineer's office, 16000 Canaanville Rd, Athens, Ohio 45701 until 10:00 a.m., Prevailing Local Time on the 29th day of April, 2019 and at that time and place will be publicly opened and read aloud. All bids will be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of a drilled pier wall at CR34-2.54, a drilled pier wall at CR34-2.66, a drilled pier wall at CR48-6.17, and a drilled pier wall at CR48-8.21, guardrail construction, and other miscellaneous items associated with the construction of the ATH-CR34/CR48-2.54/VAR LANDSLIDE REPAIRS. The Engineer's Estimate of Construction Cost for this project is \$ 454,752.00. Copies of the Construction Plans, Bidding Forms, and Specifications on the Unit Price Contract may be purchased for \$30.00 from the Office of the Athens County Engineer, 16000 Canaanville Rd, Athens, Ohio 45701 during regular business hours (7:00 a.m. to 3:30 p.m. Monday through Friday).

Legal notice and bid documents are also posted on the internet at www.athenscountyengineer.org under the "Bids/RFPs" heading.

Each bid shall have filed with it a bid guaranty in the form of a certified check, cashier's check, or letter of credit revocable only at the option of Athens County in an amount equal to 10% of the bid or a bond in accordance with division (B) of Section 153.54 of the Revised Code.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than October 1, 2019.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

Bidders must comply with the prevailing wage rates on Public Improvements in Athens County as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

The Board of County Commissioners of Athens County, Ohio reserves the right to reject any and/or all bids and to waive informalities as may be in the best interest of Athens County.

Jeff Maiden, P.E., P.S.

Athens County Engineer

Advertising dates: 4/7/19, 4/14/19

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

US50 SANITARY SEWER SYSTEM - ATHENS COUNTY FIBER RFP

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Request for Proposal by Athens County, Ohio for Conduit/Fiber Installation in Conjunction with the County's US 50 Sewer System Improvement Project, to be placed on the County Website.- RFP Issue Date: April 2, 2019 - RFP Response Due Date: April 30, 2019.

REQUEST FOR PROPOSAL

I. Project Overview

Athens County (the "County") is issuing this Request for Proposal ("RFP") for the installation of conduit and/ or fiber optics in coordination with the County's U.S. 50 Sewer System Improvements Project ("Sewer Project") (Project No. 000000000196430). The Sewer Project is a County-wide improvement project. The project is anticipated to require construction along twenty-nine (29) miles of new gravity and seven (7) miles of new force main sewer system (generally located along the properties highlighted on the map included in Exhibit A). Additional information regarding the Sewer Project is also available on the Sewer District's website: http://www.co.athensoh.org/residents/sewer_project.php

The County previously issued a Request for Information ("RFI") on February 1, 2019 to identify options and opportunities for third party expansion of Broadband Infrastructure, as defined herein, in coordination with the Sewer Project to benefit County residents, businesses, community institutions, and government. Responses to the RFI were originally due on February 28, 2019, but the County extended the deadline to March 7, 2019. The RFI is considered closed and only those entities that responded to the RFI are permitted to submit a response to this RFP. If a suitable arrangement is identified through this RFP, the County is seeking a third party to:

1. install conduit and/ or fiber, dark or lit, ("Broadband Infrastructure") in local rights-of-way in coordination with the Sewer Project construction as a "dig once" initiative;
2. maintain the conduit and/ or fiber and other components necessary for an enhanced broadband network within the County;
3. operate the proposed broadband network; and
4. expand connectivity to locations of strategic importance to the County.

The County anticipates awarding a single private third party for the design, construction, operation, management, and maintenance of Broadband Infrastructure in the County. County members understand the value of Broadband Infrastructure that is accessible to residents, businesses, Internet Service Providers ("ISPs"), data centers, education, telemedicine and research facilities, and more. To that end, the County will strongly consider a proposal that not only addresses the four (4) priorities listed above, but will also possess the capabilities to position the County for the future. This can be achieved through existing carrier relationships, services offered, data center connections, network management experience, collaboration with other partners, and others.

Selection will be determined based on the criteria provided herein, with the awardee being the entity that best demonstrates its ability to deploy enhanced connectivity to the most locations. No funds have been appropriated by the County to enter into an agreement as described in this RFP.

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II. RFP Responses

All responses must clearly and thoroughly address each of the components listed below.

Respondents are advised to provide a level of thoroughness that will enable the County to achieve its objectives. Respondents are further advised to focus their responses on Countyspecific elements as opposed to including generalized or marketing statements and collateral.

All Respondents must include a copy of their RFI response as Attachment A to the RFP response. To the extent that any component was fully addressed by the Respondent within its RFI response, the Respondent may reference the particular provision of the RFI to which the County should refer to in its review. However, should the Respondent's answers to any portion of the RFI have changed since submitting the RFI, the Respondent should so note in its RFP response.

Respondents are advised that there is a twenty (20) page limit for responses to this RFP.

A. Proposed Build-out and Network Operations:

? What is the Respondent's proposed Broadband Infrastructure architecture, depicted via narrative and map? While the County does not have a network architecture preference, Respondents should provide a detailed explanation regarding its network and equipment selections, and why such infrastructure may be preferable to other options in the market.

? What is the estimated time for completion of the Respondent's proposed Broadband Infrastructure network? What information or support would be required from the County in order to meet the proposed timeline?

? Respondents are required to list any partners or outside vendors that will be utilized to complete any portion of the RFP. If a subcontractor or co-partner will be responsible for

any portion of the RFP services, especially in maintaining the fiber network Service Level Agreements ("SLAs"), Respondent should identify its plan for replacing the subcontractor or co-partner if: (1) the subcontractor or co-partner's services are unsatisfactory, and/ or (2) they no longer are the subcontractor or co-partner. Be advised that any replacement subcontractor or co-partner must be approved by the County in advance of such subcontract or co-partner commencing any work related to this project.

? How would the proposed broadband network be scalable as residential, commercial, and institutional bandwidth demands in the County continue to increase in the future?

? Does the Respondent currently lease fiber and/ or conduit capacity to other entities within and/ or outside of the County and, if so, and are there any restrictions as to type of leasing entity? If the Respondent currently leases fiber to other entities, the Respondent shall clarify whether such fiber is dark or lit. If the Respondent currently leases fiber and/ or conduit capacity within the County, the Respondent may share whether there is excess capacity within its existing fiber and/ or conduit that the County may utilize, and whether the project contemplated herein will connect to such existing fiber and/ or conduit.

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? To which significant networks does the Respondent's network connect and how so (i.e., data centers, infeasible right-to-use ("IRU") fiber, lit services, strategic alliances, etc.)?

? How does the Respondent currently ensure network redundancy and how will the Respondent continue to ensure network redundancy in its build out in the County?

? What uses for the proposed Broadband Infrastructure, as well as additional services, hardware, software, or assets will be made available to the County?

? Will the Respondent require any equipment from the County? Similarly, will the Respondent be seeking the County's assistance with any land use acquisitions/ permissions for its proposed build-out? If so, please describe such assistance in detail.

? Would other carriers/ entities have access to the proposed Broadband Infrastructure and, if so, what are the proposed limits to their use of/ access to the Broadband Infrastructure?

? What carriers, ISP's, data centers, etc. are currently utilizing the Respondent's network?

? What is the Respondent's strategy to create protected circuits and create a ringed network?

? How would the costs be accounted for "last mile" construction to businesses and institutions (i.e., upfront payments, over the term of the contract, recovered in 6 months)?

? Respondent are to provide a proposed SLA for the applicable end users as an attachment to its RFP response that includes a full cost table, response times, emergency repair, etc.

? Once installed, how does the Respondent monitor its network? What equipment and/ or land access will be required by the Respondent for ongoing monitoring of its network?

? How does the Respondent ensure user protections and the security of its network?

B. Existing and Future Operations within the County:

? Does the Respondent currently maintain any office(s) and/ or staff within the County? If so, please provide the address of the office and/ or number of staff in the County.

? Does the Respondent currently provide broadband connectivity within the County? If so, what entities are permitted to use the network (i.e., residents, businesses, government, etc.) and how long has the network been available within the County to such users?

? The County's preference is to work in collaboration with the selected third party. Collaboration can take many forms. How does the Respondent propose to work with the County and what are the purported benefits of such arrangement for both parties?

? How does the Respondent propose to coordinate its build-out with the Sewer Improvement Project team? What assistance will the Respondent require of the County?

? Why is expanding the Respondent's network in the County important to the organization?

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? How would your relationship with the County be strategically significant to the County, its member residents and businesses, the Respondent's organization, and other entities?

? How would Respondent market the Broadband Infrastructure to users in the County?

? From an economic development perspective, what practical vision does the Respondent see for broadband expansion in the region through a relationship with the Respondent?

C. Respondent Experience and Partnerships:

? Who are the Respondent's current partners for broadband expansion outside of the County and what use(s) does the Respondent have of its partners' applications and/ or platforms?

? How would such partners' applications and/ or platforms be made available for the County's use/ benefit should the Respondent be awarded under this RFP?

? Respondent should provide a narrative, including references and any measurable benefits, of any similar projects to that which the Respondent is proposing within the County.

? Who are the Respondent's most significant corporate and government clients?

D. Pricing Components:

? What is the Respondent's proposed rate structure for the various end users to which service will be available through the Respondent's build-out? In particular, Respondents

must provide monthly service costs for residential customers, commercial customers, and institutional/ governmental customers (should such rates differ from commercial users).

? Any revenue opportunities for the County as a result of this RFP are considered secondary to the County's aforementioned priorities. However, Respondents should include any proposed revenue share opportunities with the County in sufficient detail for the County to analyze the potential benefit prior to issuing an award under this RFP.

? If applicable, Respondent should describe funding opportunities that could support its efforts with the County (for this project or others in the future).

III. Evaluation Criteria

It is the County's main intent through this RFP for a third party to expand Broadband Infrastructure in coordination with the Sewer Project to benefit County residents, businesses, community institutions, government, and overall economic development, and catalyze innovation. The County desires to create an environment that serves the County members' current and future technology needs, and establishes a platform that supports and facilitates existing, as well as new ISP, telecom carrier, and data center services expansion into the County. Bearing these priorities in mind, RFP responses shall be evaluated based on the following:

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PROPOSED BUILD-OUT AND NETWORK OPERATIONS: 30 possible points

EXISTING AND FUTURE OPERATIONS WITHIN THE COUNTY: 30 possible points

RESPONDENT EXPERIENCE AND PARTNERSHIPS: 30 possible points

PRICING COMPONENTS: 10 possible points

TOTAL: 100 possible points

IV. Submittal Procedure

Respondents must submit one (1) printed original copy of their proposal, signed in ink, in a sealed envelope. Respondents may elect to either personally deliver, or mail, their proposals to the following County Authorized Representative:

Athens County Commissioners

Attn: Chris Chmiel

15 S. Court St.

Athens, OH 45701

(740) 592-3214

Cchmiel@athensoh.org

Following the RFP Issue Date, Respondents may make inquiries regarding this RFP at any time prior to the Response Due Date to the County Authorized Representative. Inquiries to the County Authorized Representative do not create exceptions to the terms and conditions of this RFP. All inquiries to and answers provided by the County Authorized Representative shall be shared with all Respondents in advance of the Response Due Date. Respondents shall not contact to discuss this RFP, any person who is an employee, officer, elected official or agent of the County, with respect to this RFP, except the County's Authorized Representative. The County may disqualify any Respondent who makes such contact.

The deadline for the submittal of proposals is no later than Tuesday, April 30, 2019 5:00 P.M.

EST. Respondents may submit their proposals at any time prior to the above stated deadline.

Failure to submit the required number of copies by this deadline may be subject for disqualification from the RFP process. The County shall bear no responsibility for submitting proposals on behalf of any Respondent. In order to align with the Sewer Improvement Project, no extensions shall be granted for responses to this RFP.

V. Proposal Format

All proposals should be electronically generated and the printed original must be signed in ink. Legibility, clarity and completeness are essential. One (1) electronic disk containing an Adobe Portable Document Format (PDF) version of all proposal materials should also be provided.

The proposal must be signed by an individual legally authorized to bind the Respondent.

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VI. Examination of Documents and Requirements

Each Respondent shall carefully examine the RFP and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the County's intent. Before submitting a proposal, each Respondent shall be responsible for making all investigations and examinations necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all RFP provisions and requirements.

VII. Post-Proposal Discussions with Respondents

It is the County's intent to commence final negotiation with the Respondent deemed most advantageous to the County and most likely to deploy broadband to the most County locations. The County reserves the right to conduct post-proposal discussions with any Respondent.

VIII. Terms, Conditions, Limitations and Exceptions

1. This RFP does not commit the County to issue an award or to pay any costs incurred in the preparation of a proposal in response to this RFP.

2. The proposals will become part of the County's official files without any obligation on the County's part.
3. All proposals received and any or all supporting documentation are subject to the State of Ohio Public Records Act and the provisions of Ohio Law. The County will use due diligence to protect materials clearly marked by any Respondent as "proprietary," "trade secret" or "confidential". General technology approach or business model information does not constitute "proprietary," "trade secret" or confidential information.
4. Respondent(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the County.
5. Respondent(s) shall not collude in any manner, or engage in any practices, with any other Respondent(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of:
(1) responding to this RFP, or (2) establishing a project team with the required experience and/or capability to provide the services specified herein. Conversely, the County can combine or consolidate proposals, or portions thereof, for the purposes mentioned herein.
6. All proposals submitted must be the original work product of the Respondent. The copying or paraphrasing of the work product of another Respondent is not permitted.
7. The RFP and the related responses of the selected Respondent may by reference become part of any formal agreement between the selected Respondent and the County. The County and the selected Respondent may negotiate a contract or contracts for submission to the County for consideration and approval. In the event an agreement cannot be

reached with the selected Respondent, the County reserves the right to select an alternative Respondent. The County reserves the right to negotiate with alternative Respondent(s) the exact terms and conditions of the contract.

8. Respondents, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a proposal is submitted to the County.
9. The County may terminate its performance under a contract in the event of a default by the Respondent and a failure to cure such default after receiving notice of default from the County. Default may result from the Respondent's failure to perform under the terms of the contract or from the Respondent becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
10. The County reserves the right to unilaterally disqualify any Respondent who in the County's opinion fails to provide information or data requested or who provides materially inaccurate or misleading information or data. Further, the County reserves the right to unilaterally disqualify any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data or information available to the County. This disqualification is at the sole discretion of the County. By submission of a proposal hereunder, the Respondent waives any right to object now, or at any future time, before any body or agency, including but not limited to, the County's elected officials, officers, agents, or employees, or any court, as to the exercise by the County of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the County.

11. The County shall have the unilateral right to reject any Respondent RFP response including, but not limited to the following:

- (a) Failure to submit the RFP on time.
- (b) Failure to submit the RFP to the correct location.
- (c) Failure to submit the RFP in the prescribed electronic format and response copies as required.
- (d) Failure to include all requested information.
- (e) Taking exception to the terms, conditions, and specifications herein.

NOTE: Any deviation/ omission from the preceding list may void a Respondent response.

The issuance of this RFP and the acceptance of a proposal does not constitute an agreement by the County that any contract or other agreement will actually be entered into by the County. The County expressly reserves the right to:

- (a) Reject any or all proposals.
- (b) Reissue the RFP.
- (c) Accept portions of individual or multiple RFP responses.
- (d) Request more information and/or clarification of proposals from any or all Respondents.
- (e) Waive immaterial defect(s) or informality(ies).

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The foregoing granting of exclusive negotiation rights does not commit the County to accept all or any of the terms of the proposal(s). Final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated at any time by the County for failure to reach mutually acceptable terms.

12. The County reserves the right to request clarification of any proposal after all proposals have been received.

13. The County reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the County's interest. The County reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The County reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.

14. Any disputes arising out of this agreement that result in litigation shall be litigated in the appropriate court in Athens County, Ohio.

15. This RFP, the responses thereto, and any awarded contract shall for all purposes be construed and enforced in accordance with the laws of the State of Ohio.

16. Entities submitting proposals must have the capacity to enter into a legally binding contract. All contract(s) amount(s), if any, resulting from this solicitation will be paid directly to the entity submitting accepted proposal(s). In any accepted proposal(s), to authorize payments directly to another third party upon contracting, the proposing entity may be required to fully execute such proper payment authorization forms as acceptable to the County.

17. The County reserves the right to conduct, for security reasons, a lawful background investigation on the selected Respondents, its principle party, personnel or subcontractors. Respondents agree to cooperate with the County in this endeavor and to provide any permitted, reasonably necessary information. The County will, upon the Respondent's written request, provide a copy of such background investigations to the Respondents, to the extent allowable by law. Dependent upon the results of the background check, the County may request the Respondents to immediately remove an individual from participation on this project. Respondents shall not knowingly assign any personnel with records of criminal conviction(s) to this Project without advising the County of the nature and gravity of the offense. In fulfilling the obligations under this section, the County and the Respondents shall comply with all laws, rules, and regulations relating to the making of investigative reports and the disclosure of the information contained therein. The County and the Respondents shall, if allowed by law, indemnify, defend, and hold each other harmless against any wrongful disclosure by the indemnifying party, its employees, and/or agents of said reports and the information contained therein.

18. All selected Respondents shall be required in the course of the project to cooperate fully, and in any reasonable manner the County shall request, with all of the County officials,

officers, agents, employees, contractors, subcontractors and volunteers. Further, selected Respondents shall be required to coordinate their implementation(s) with all other selected Respondents and all other projects that are being undertaken by the County. If any problem or difficulty should arise regarding such attempts at cooperation and coordination, the County shall be immediately informed and will determine the manner in which the parties are to proceed.

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

ACSWCD - SOIL & WATER CONSERVATION DISTRICT - TRANSFER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the transfer request of the SWCD 2019 funds, by the Athens Soil and Water Conservation District, in the amount of \$118,227.59, from the county's general fund.

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

TRAVEL

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Travel:

Sheriff

Crystal Allen - Conf. on Victim Assist. - May 19-21 - Columbus, Ohio

Joni Allbaugh, Makina Milum - Grant Writing Training - April 2nd - Columbus, Ohio

Comm. Pleas

Judge George McCarthy - OJC Ohio Civil Rules of Procedure - May 10 - Columbus, Ohio

Judge George McCarthy - OJC Technology Conf. - April 16 - Worthington, Ohio

Auditor

Auditor Jill Thompson - Ohio Auditor of State Fraud Conf. - May 8-9 - Columbus, Ohio

Commissioners

Commissioner Eliason, JoAnn Rockhold, Julie Brooks - CEBCO Annual Mtg. - April 5 - Columbus, Ohio

JoAnn Rockhold, Julie Brooks - CLCCA Mtg. - April 12 - Plain City, Ohio

WDB Area 14

Laurie McKnight - ODJFS Annual Conf. - May 9-10 - Columbus

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

AUGUSTINE COMMUNITY - SR550 toward Amesville - signage

Scott Sanders, ODOT, discussed with Commissioner Chmiel, the culvert replacement for drainage issues and the parking area and if it needed to be replaced. The Commissioners would like for ODOT to replace it. Commissioner Chmiel discussed this with Maint. Supv. Jeff Gabriel, regarding signage as there is no sign indicating that it is a County Park Greenspace area and he is wondering what the plan for this area is. He will come up with a plan for signage and bring back for further discussion. They may do a road trip later to view this area.

COUNTY PLANNER - ODOT 2019 TRANSPORTATION ALTERNATIVE PROGRAM

County Planner, Jessie Powers, discussed the two letters of interest submitted for the ODOT 2019 Transportation Alternative Program Grants - they have been invited to submit full grant applications for both of these projects:

* HockHocking Adena Bikeway Sealing of the County owned portion, approx. 12 miles. Currier Street, Athens to Hocking College
Total project cost \$150,000.00. \$20,000.00 will be asphalt repairs before sealing, and smaller cracks will need to be sealed. With the ODOT project, they fund 95% of the project. Zero design cost. The County match portion will be approximately \$7,500.00.
Application deadline April 15, 2019.

* Athens-Belpre Rail Trail Frost Road - 95% Construction. 5.79 mile trail completed with ODNR Clean Ohio Trail grant last year. With no designated trail for the equestrian community, this trail is the right size and length for an equestrian trail, this resurfacing project will lay geotech style surface the length of trail with more gravel and do some culvert/drainage work. Total project cost: \$609,842.00 including design cost, plus 5% construction cost match for County. There will be an approximately \$47,366.00 County match funds. Athens-Belpre Rail Trail group has stated they can do the design with retired Engineers from their group, possibly taking out the \$17,762.00 design costs, will make it approximately \$30,000.00 for County match funds.

Part of this trail is in the old railroad grade that has been abandoned, part of it is in the Flood Route out of Frost, when Frost road floods. Members of the Athens Conservancy group along with members of the Horse Council were present to discuss their interest and support of this trail. The Commissioners, along with members of the Ohio Horseman's Council will schedule a road viewing week to look at this portion of the Trail, weather permitting.

PLANNER - ODOT 2019 GRANT APPLICATION - Bikeway Sealing

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve and authorize County Planner Jessie Powers to develop a Grant Application for submission to ODOT for the Hock Hocking Adena Bikeway Sealing Project. (Described above).

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

DOMINIC CIANO - REGIONAL LIASON, AUDITOR OF STATE

Mr. Ciano introduced himself, being in Athens for the day. Commissioner asked him about Board Training that they could possibly provide. Mr. Ciano stated he will check on those services and to contact him anytime.

ATHENS CONSERVANCY - JOHN KNOUSE and PHIL CANTINO - CLEAN OHIO PROJECT SUPPORT RESOLUTION

Discussion regarding their wish to purchase an approximately 42 acre piece of property of the Ransom Tract, in the Dow Lake Watershed and would expand the existing Lohse Preserve. Their request has already been approved by the Athens Township Trustees. Commissioner Adkins expressed his concerns with property being removed from the tax records. He has also discussed this request with the Athens Twp. Trustees and also with the Soil and Water District, and will support this purchase.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Resolution as requested by the Athens Conservancy District:

RESOLUTION

At a regular meeting of the Athens County Commissioners on 2 April 2019, the following resolution was passed:

WHEREAS the Athens Conservancy is applying for a grant from the Clean Ohio Green Space Conservation Program to purchase an approximately 42-acre property in Athens Township owned by the Ransom Revocable Living Trust, and

WHEREAS this mostly forested tract in the Dow Lake watershed, which includes a beaver pond and other important wildlife habitat, is contiguous with the Athens Conservancy's Mary Beth Zak Lohse Preserve, and

WHEREAS if the grant is funded, this property will be open to the public for hiking, nature enjoyment, educational pursuits, and bow hunting of deer by permit,

BE IT RESOLVED that we, the Athens County Commissioners, support the Athens Conservancy's Clean Ohio grant application to purchase the Ransom Revocable Living Trust property.

Motion by Mr. Chmiel, seconded by Mr. Adkins

Signatures:

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

(Resolution and Map copied to page 219).

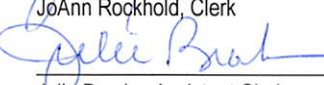
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

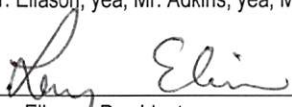
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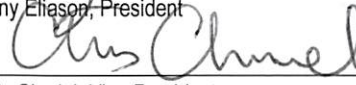
A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adjourn the above meeting.

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



JoAnn Rockhold, Clerk

Julie Brooks, Assistant Clerk

Lenny Eliason, President

Chris Chmiel, Vice-President

Charlie Adkins

04/02/2019 09:27
4877jrockhold

Athens County
BUDGET TRANSFERS AND AMENDMENTS

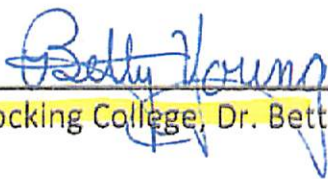


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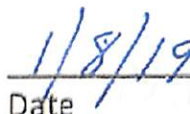
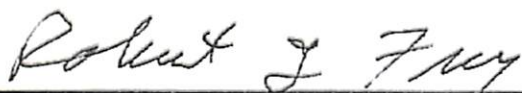
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2	2019	03	469	03/26/2019	4877cmckee	CERTIFY	400.00	0.00	Approved
3	2019	03	472	03/26/2019	4877cmckee	APPROPRIAT	400.00	0.00	Approved
4	2019	03	559	03/28/2019	4877nsimons	CDBG 2016	3.17	0.00	Approved
5	2019	03	568	03/28/2019	4877nsimons	Rev. Cert.	0.00	0.00	Held
6	2019	04	08	04/01/2019	4877jconrath	PO MAINT	102.95	0.00	Approved
7	2019	04	23	04/01/2019	4877bcanter	transfer	435.00	435.00	Pending Approval

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

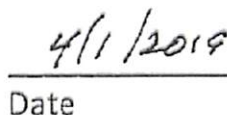
Signature Page



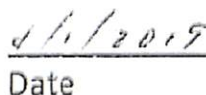
For Hocking College, Dr. Betty Young


Date

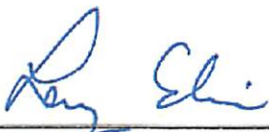
For the Athens County Tuberculosis Board


Date

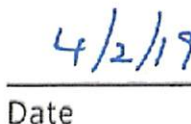
For the Athens City-County Health Department


Date

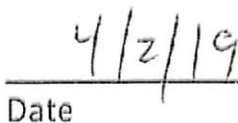
Athens County Commissioners:



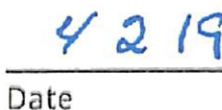
Lenny Eliason, Athens County Commissioner


Date

Chris Chmiel, Athens County Commissioner


Date

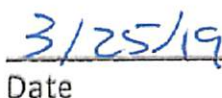
Charlie Adkins, Athens County Commissioner


Date

Approved as to Form:



Athens County Prosecuting Attorney


Date

Brett Kim 3/25/2019
OhioHealth Corporation Date

Print Name: Brett Kim

Title: VP South Region

Date of Signature: 3/25/2019

Approved As To Form:

Keller J. Blackburn 3/25/19
Keller J. Blackburn Date
Athens Co. Prosecuting Attorney

Robert Frey 4/1/19
Robert Frey Date
TB Board President

ATHENS COUNTY COMMISSIONERS

Ray Elin 4/2/19
Date

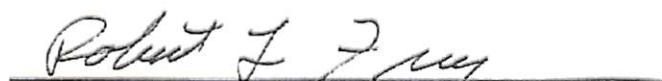
Ann Arnold 4/2/19
Date

C. A. 4/2/19
Date

Signature Page


For the Southeastern Ohio Regional Jail12/26/18

Date


For the Athens County Tuberculosis Board4/1/19

Date


For the Athens City-County Health Department4/1/2019

Date

Athens County Commissioners:


Lenny Eliason, Athens County Commissioner4/2/19

Date


Chris Chmiel, Athens County Commissioner4/2/19

Date


Charlie Adkins, Athens County Commissioner4 2 19

Date

Approved as to Form:


Athens County Prosecuting Attorney3/25/19

Date

Ohio Water Development Authority Fund Payment Request

LGA Name: Athens County

Project Name: US 50 Sanitary Sewer System Improv Phase 3

Account Number: 7958

EPA Loan Number:

Disbursement Request: 15

Date Prepared: 04/01/2019 8:56:29 AM

Contractor Name		Encumbrance	Disbursed	Balance
OW	OWDA Fee	\$5,448.00	\$5,448.00	\$0.00
TS	Technical Services	\$706,700.00	\$505,118.14	\$201,581.86
TS6	Land	\$850,000.00	\$330,376.87	\$519,623.13
Payee				
Lavelle Law Offices, LPA				
Invoice #		Invoice Date	Invoice Amount	Requested Amount
		04/01/2019	\$28,774.58	\$28,774.58
		Total	\$28,774.58	
		Total	\$1,562,148.00	\$28,774.58
				\$490,848.55
				\$692,430.41

I hereby certify that this request for disbursement is a true and accurate request for disbursement, that it is made in accordance with the terms and conditions of the above referenced loan agreement, and all hourly wages on the project have been paid in accordance with the wage rates as required by the above referenced loan agreement. This request for disbursement represents eligible project costs previously un-requested, and that an inspection has been performed with all work being done in accordance with the terms of the contract award(s).

For Ohio Water Development Authority Use

Date	Voucher Number	Amount

Signature of Preparer

Frank A. Lavelle, Esq.

Name of Preparer (Printed);

Signature of Borrower's Authorized Representative

ATHENS COUNTY COMMISSIONERS

Lenny Eliason, President

Name of Borrower's Authorized Representative (Printed);

Ohio Water Development Authority

CONTRACT FOR HOUSING PRISONERS
MIDDLEPORT JAIL

WHEREAS, this contract is made this 1st day of April, 2019 by and between the Village of Middleport, Middleport Ohio and the Athens County Sheriff.

WHEREAS, the Athens County Sheriff wants to confine prisoners in the Middleport Jail and such prisoners have been charged with misdemeanors and felonies awaiting trial.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Village of Middleport and the Athens County Sheriff for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants made herein each of the parties agrees as follows:

1. The Middleport Police Department shall receive, keep, board and safely maintain in the Middleport Jail on behalf of the Athens County Sheriff the following persons:

a. All persons arrested by the Athens County Sheriff for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of the Middleport Jail for purpose of compensation under this contract.

b. All persons arrested for violation of Ohio Revised Code from arrest through termination of any jail sentence imposed for that violation except as provided in paragraph 4 through 9 below.

c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as the Athens County Sheriff's prisoners in this contract.

2. The Athens County Sheriff shall pay to Middleport Village the sum of Sixty-two dollars (\$62.00) per day for each person incarcerated in the Middleport Jail under paragraphs 1.a, 1.b, and 1.c. For the purpose of determining the compensation to be paid for each part of any calendar day: a person incarcerated up to eight (8) hours shall be paid for at the rate of one-half of the one day's fee; each part of a calendar day over eight (8) hours shall be paid at the rate for a full day.

3. The Athens County Sheriff's prisoners confined in the Middleport Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein. Every prisoner admitted into the Middleport Jail is charged a twenty-two dollar (\$22.00) booking fee when booked into the jail. This \$22.00 booking fee is due and payable by the prisoner personally to Middleport Village.

4. The Middleport Jail may reject or refuse to receive any prisoners who may be afflicted with a prior medical problem with any contagious, infectious or venereal disease, mental illness, or injury that has not been treated prior to entry into the Middleport Jail, or having received any prisoner so afflicted without knowledge thereof, upon discovery of such condition in any prisoner thereafter.

a. The Middleport Jail may refuse to keep such prisoners thereafter following notice to the Athens County Sheriff. Following receipt of such notice the Athens County Sheriff agrees to receive back such affected prisoner.

b. The Jail Administrator may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reasons that the Jail Administrator deems pertinent at the time.

5. The Athens County Sheriff agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a Athens County Sheriff prisoner including doctor's fees, hospital charges, and prescription costs.

6. The Athens County Sheriff shall transport and provide security anytime a Athens County Sheriff prisoner must leave the Middleport Jail for any reason, unless a court orders that no transportation or security is needed.

7. The Athens County Sheriff shall bear the expense of the burial of a Athens County Sheriff prisoner who dies in the Middleport Jail, if the body is not claimed for interment at the expense of friends or relatives.

8. No person under eighteen years of age shall be received by Middleport Jail.

9. The Middleport Jail shall provide an itemized statement of the amount due each month for housing the Athens County Sheriff's prisoners. Payment shall be made by the Athens County Sheriff to the Middleport Police Department, 659 Pearl Street, Middleport Ohio 45760 within thirty days of the date of the statement. The Middleport Jail may refuse to accept Athens County Sheriff prisoners if timely payment is not made.

10. The Athens County Sheriff agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Middleport Jail.

11. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.

12. Anytime the Athens County Sheriff arrests an individual for domestic violence, violations of a temporary protection order or a civil protection order or menacing threats by stalking, and a victim does not have a phone number, the Athens County Sheriff will be responsible for attempting to make notification to the victim the offender's being released from the Middleport Jail.

13. This agreement shall be effective as of April 1, 2019 and terminate (Dec. 31, 2019).

14. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

Any alteration of this contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers, have hereunto caused their names to be subscribed on the day first written above.

Athens County Sheriff

Ray E. ...

Ray E. ...

Ray E. ...

Ray E. ...

Ray E. ...

Village of Middleport Police Department

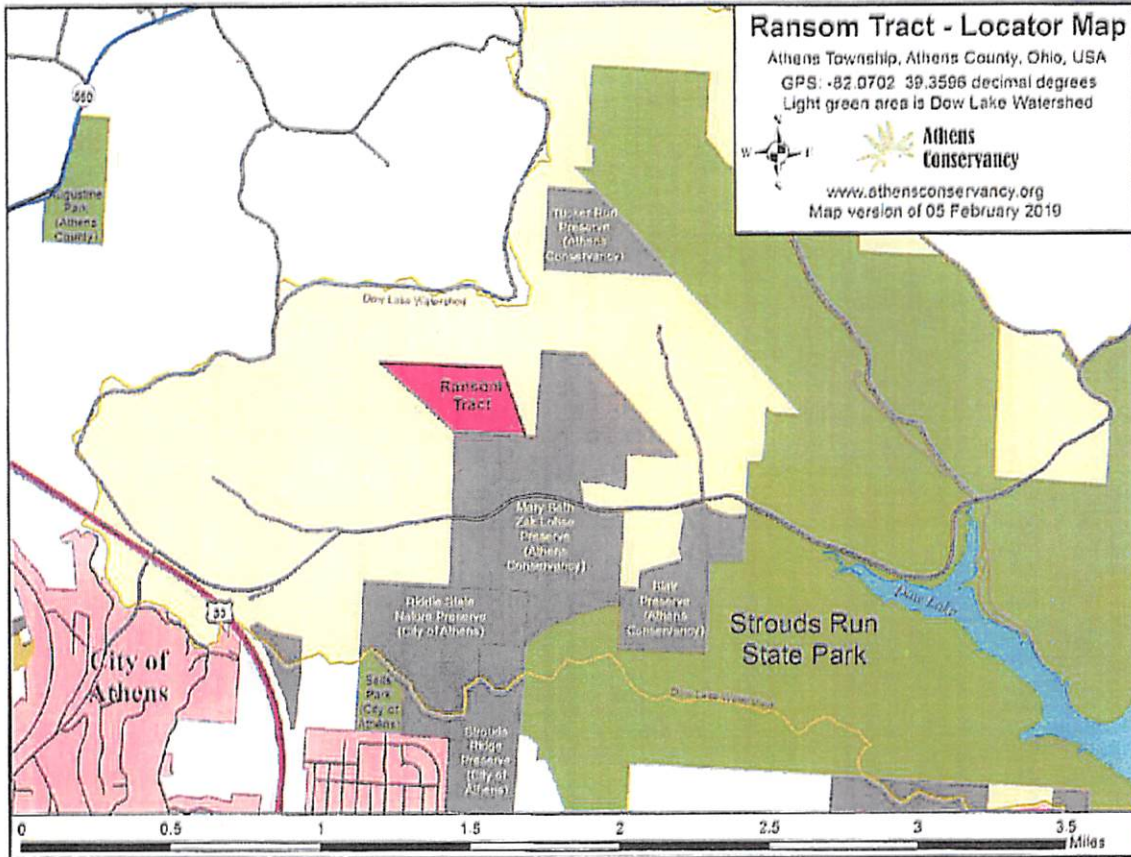
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Major Sandy ...

Major Sandy ...

Major Sandy ...

Major Sandy ...



Athens County Commissioners



JoAnn Rockhold
Clerk/Admin. Assistant
jrockhold@athensoh.org
Telephone (740) 592-3292
Fax (740) 594-8010

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Athens, Ohio 45701
(740) 592-3219
Visit us at our website:
co.athensoh.org

Charlie Adkins
cadkins@athensoh.org
Chris Chmiel
cchmiel@athensoh.org
Lenny Eliason, MPA
leliason@athensoh.org

RESOLUTION

At a regular meeting of the Athens County Commissioners on 2 April 2019, the following resolution was passed:

- WHEREAS** the Athens Conservancy is applying for a grant from the Clean Ohio Green Space Conservation Program to purchase an approximately 42-acre property in Athens Township owned by the Ransom Revocable Living Trust, and
- WHEREAS** this mostly forested tract in the Dow Lake watershed, which includes a beaver pond and other important wildlife habitat is contiguous with the Athens Conservancy's Mary Beth Zak-Lohse Preserve, and
- WHEREAS** if the grant is funded, this property will be open to the public for hiking, nature enjoyment, educational pursuits, and bow hunting of deer by permit,
- BE IT RESOLVED** that we, the Athens County Commissioners, support the Athens Conservancy's Clean Ohio grant application to purchase the Ransom Revocable Living Trust property.

Motion by Mr. Chmiel, seconded by Mr. Adkins

Signatures:

Chris Chmiel
JoAnn Rockhold
Charlie Adkins

The Board of Athens County Commissioners is an Affirmative Action employer and does not discriminate for reasons of race, gender, age, religion or disability.

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