

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 February 19, 2019 - Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes from February 11, 2019

Approve Appropriations, Transfers, New Line Items Requests/Changes

Approve Bills

09:30 Planner - Jessie Powers
10:00 David Funk - Capstone United Lane
10:45 Steven S. - Noise Ordinance
11:00 DJFS - Jean Demosky
11:15 Commissioner Site Visit - 510 West Union Street
01:00 Rich Kasler, ACWSD Supt.

~ AGENDA ITEMS

HAPCAP - RROF & Certification / Certificate of Exemption / Pay #3 Application TAM
Hiring of EMA Director
Port Authority Board Appts.
Sheriff - Washington Co. Jail Contract
Consortium for Athens County Historic Preservation - Support Letter
Health Dept. Roof Damage
Veterans - Surplus Property
Bikepath - Use by Hocking College - Discussion
1st Floor Entrance Wall - Annex
Buckeye Deferred Comp.

~TRAVEL

WDB Dist. 14 Dir. Laurie McKnight
OWA Meeting - Air Center Facility, Columbus, Ohio - Feb. 20, 2019
Meet w/Director - Meigs Ohio Means Jobs - Feb. 21, 2019
Attend Career Palooza w/OMJ Meigs staff - Southern Local High School - Feb. 22, 2019
Meet w/OMJ supervisors & Area 20 director to talk collaboration - OMJ Perry County - Feb. 25, 2019

Planner - Jessie Powers
Placemaking Facilitator Training - Feb. 20-22 - Huntington, WV

~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 February 11, 2019.

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

APPROPRIATIONS, TRANSFERS, NEW LINE ITEMS REQUESTS/CHANGES

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: February 19, 2019 - Budget Transfers and Amendments. Copies on file in Commissioner's Office.

(Copied to page 92).

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: 2/12/2019 To: 2/19/2019 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.

PLANNER - MOU w/Rural Action -

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the MOU w/Rural Action:
Memorandum Of Understanding

This MEMORANDUM OF UNDERSTANDING (Agreement) is made and entered into this 19th day of February, 2019 by and between the Athens County Commissioners, Athens County, Ohio (hereinafter called the "Local Government" and Rural Action, hereinafter called "Agency".

WHEREAS, Agency, at the request of local Government, will serve as Grantor to local Government, the grantee for this project and permit the use of \$30,708 of Ohio CDC Association Funds to be used from October 1, 2018 through December 31, 2019 for purposes outlined in the attached budget, for partial staff salary and benefits of an additional employee at the Athens County Planning Department, and associated travel and supply expenses supporting the Ohio CDC Association Social Empowering Communities Initiative Project. (Grant Agreement and budget attached)

WHEREAS, the parties hereto desire to make a written agreement with respect to said funds and the implementation of the Project to which they pertain.

NOW, THEREFORE, the parties hereto have agreed to the terms and conditions as hereafter stated:

Section 1: local Government will coordinate with Agency to track the use of the project funds and will cooperate fully as it pertains to the completion of grant fund requests on a quarterly basis once the additional staff member is hired by the local Government.

Section 2: local Government will submit invoice to Agency for reimbursement of expenses related to the project on or before March 31, 2019; June 30, 2019; September 30, 2019; December 31, 2019.

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

LOCAL GOVERNMENT:

Title: Lenny Eliason, Board President Athens
County Commissioners

Date: _____

AGENCY Rural Action

By: _____

Title: Debbie Phillips, Executive Director Rural
Action

Date: _____

(Copied to page 93).

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

PLANNER - CHAUNCEY BIKEWAY EXTENSION SITE PREPARATION (ARCHAEOLOGICAL SURVEY)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve and acknowledge receipt of the following signed Agreement, presented by County Planner, Jessie Powers:

PROFESSIONAL SERVICES AGREEMENT

FOR Chauncey Bikeway Extension Site Preparation

This Professional Services Agreement is made this 8th ay of February, 2019 between the Athens County Commissioners (Owner) and ACS Group Inc. (Contractor), to provide professional services as described herein.

1. Project and Term of Agreement.

The Athens County Commissioners accept the Phase I Archaeological Survey estimate and scope of services for the Chauncey Bikeway Extension and award the contract to ACS Group, Inc. BOO Freeway Drive North, Suite 1 01 Columbus, Ohio 43229.

2. Term of Agreement. Contractor shall begin providing services upon the effective date of this Agreement or at such later time as directed in writing by Owner. Services shall continue through May 8, 2019 f. which the parties anticipate will be sufficient time for project completion. .

3. Compensation & Payment: The compensation to be paid to ACS Group. Inc. for services under this Agreement will be a Cost for Service Fixed Fee not to exceed \$4.812.68, which will be paid as follows: Owner agrees that for invoices received, payment will follow within 30 days. Invoices submitted must provide a detailed summary of services provided. Should changes to the scope of services be required to complete the Phase I Archaeological Survey a change order to this contract will be agreed upon by both parties.

4. Termination. The obligation to provide further services under this Agreement may be

terminated by the Owner with or without cause upon ten (10) days written notice. On termination by Owner, Owner shall pay to Contractor all amounts owing for services performed up to the date of termination. If there is a dispute as to the amount owing to Contractor, Owner shall pay those amounts which are not subject to dispute and place the remainder in a separate account pending resolution of the dispute.

5. Access to the Site. Contractor will have access to the site for activities necessary for the performance of its services. Contractor is responsible for providing notification of field work two weeks in advance to the Owner.

6. Insurance. Contractor shall maintain during the course of the project insurance coverage as stated in the attached Insurance Policy of ACS Group, Inc. commercial general liability, automobile, workers compensation, and professional liability.

7. Dispute Resolution. It is agreed by both parties that they will attempt to resolve all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement by mediation. This provision can be waived by mutual consent of the parties, the parties recognizing that voluntary mediation requires the commitment and willingness of both parties to engage in the mediation process. In the event the parties are unable to resolve the claim by mediation, the dispute will be litigated in the Common Pleas Court for Athens County, Ohio.

8. Miscellaneous.

Page 1 of 2

8.1 Modifications. Any modifications to this Agreement, including any changes for additional services, shall be in writing signed by both parties.

8.2 Governing Law. This Agreement shall be governed by the law of the State of Ohio.

8.3 Notices. Written notices shall be provided to the parties at the addresses provided herein.

OWNER

CONTRACTOR

Athens County Commissioners

ACS Group, Inc.

By: /s/ Lenny Eliason

By: /s/

Title: President, Board Athens County Commissioners

Title: Vice President

Date: 1/24/2019

Date: Feb.8, 2019

Attachments: (4) Cost Estimate, Scope of Services, Project Map, ACS Group, Inc. Insurance

Proposal: Dated: January 11, 2019

Page 2 of 2

(Copied to page 94).

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

PLANNER, JESSIE POWERS - DISCUSSION

Commissioner Adkins discussion regarding acquiring a Historical Building site list from her, to share with DJFS Dir. Jean Demosky. She will contact her to discuss this.

Commissioner Adkins also wanted to discuss a request that the Sheriff received by Hocking College President, to use the Bikepath in case of high water on the 691 Robins Crossing entrance. There is a road slip on Hocking Parkway, between Riverside Drive and Hocking College. The Commissioners stated that there is no motor vehicle use allowed on the bikepath, and asked County Planner to discuss the issue with the Sheriff and get back with them.

HAPCAP - RROF & CERTIFICATION / CERTIFICATE OF EXEMPTION / TAM PAY #3 APP.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following RROF & Certification (for projects requested) / Certificate of Exemption / Tam Pay #3 Application (for the City of Nelsonville , as recommended by HAPCAP

(Copied to pages 95-98).

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

EMA DIR. HIRING - DON GOSSEL

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the new hire of Don Gossel as the EMA Director, effective March 4, 2019 at \$40,000.00 per year.

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

PORT AUTHORITY BOARD APPTS.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the following appointments to the Port Authority Board:

* Robert Gall re-appointed. Term: November 1, 2018 - October 31, 2022.

* Ted Linscott re-appointed. Term: November 1, 2018 - October 31, 2022.

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

CAPSTONE - UNITED LANE - DAVID FUNK

Discussion regarding permission to do an upgrade to the entrance to Capstone Crossing on United Lane, (old Bob's Supermarket area). The Commissioners own this hillside, which is un-maintained at this time. They would like to landscape and maintain this area, in association with Allpower Equipment (also located on United Lane).

He also discussed the possibility of DJFS utilizing / leasing/ buying the old Bob's Supermarket building. The Commissioners stated that they will review this request with the Prosecuting Attorney's office, as well as discuss this option with DJFS Director, Jean Demosky.

STEVEN S. - NOISE ORDINANCE - DID NOT SHOW FOR APPOINTMENT.

SHERIFF - WASHINGTON COUNTY JAIL

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Contract, as recommended by the Sheriff's Office:

CONTRACT FOR HOUSING PRISONERS

In the

WASHINGTON COUNTY JAIL

WHEREAS, this contract is made this 19th day of February, 2019, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereafter referred to as "Sheriff", and Board of Athens County Commissioners, hereafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who serving a jail sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and contractor for the term hereinafter set forth.

WITNESSETH:

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

1. The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons:

- a. All persons arrested by for violations of state criminal statues until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contact.
2. The cost to be paid to the County by the Contractor shall be the amount of sixty eight dollars (\$68.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
 3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
 4. The County may reject and refuse to receive and prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.
 5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
 6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
 7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
 8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
 9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
 10. The Washington County Sheriffs Office shall provide an itemized statement of

the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.

11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at anytime in the future may be, in force at the offices of Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the Department of Rehabilitation and Corrections.

12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contract information for all such protected persons, at the time the inmate is brought to the Washington County Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provided, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

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

14. This agreement shall be effective April 1, 2019, and terminate March 31, 2020.

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

This agreement entered into in behalf of the _____ pursuant to Resolution/Ordinance Number 1092-19..

Any alteration of 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.

/s/ Lenny Eliason, Commissioner

/s/ Chris Chmiel, Commissioner

/s/ Charlie Adkins, Commissioner

Washington County Commissioners Witness

David A. White, President Rick Peoples, Clerk

Ronald L. Feathers

Kevin J. Ritter

Approved as to form

Larry R. Mincks, Sr., Sheriff Kevin A. Rings, Prosecutor

(Copied to page 99).

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

CONSORTIUM / ATHENS COUNTY HISTORIC PRESERVATION - SUPPORT LETTER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins for Commissioner Eliason to draft a letter of support for the Consortium for Athens County Historic Preservation, Linscott and Hewitt House.

(Copied to page 100).

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

HEALTH DEPT. ROOF DAMAGE

Discussion - Tree removal (Sycamore) next to the Extension Office, due to multiple limbs hitting the roof, causing damage. The Director of the Health Dept., would like to put a new roof on once tree is removed. The Fairboard has agreed to the removal of the Sycamore tree next to the Extension Office. They would also like a couple trees planted in other areas as replacement for this removal. Maintenance Supv. Jeff Gabriel is getting an estimate for this service. Commissioner Chmiel would like to check into possibly using the wood for the new EMA Building.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the removal of a tree at the Health Department, due to multiple

limbs hitting the roof at Health Dept., Extension Office, causing damage. .

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

VETERANS OFFICE - SURPLUS CABINETS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following County Property Declared Surplus, as recommended by the Veteran Service Office:

5 Drawer Filing Cabinet (nothing wrong with it)

2 Drawer Filing Cabinet (key is lost and handle is broken)

Items approved for surplus / destroyed.

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:

WDB Dist.14 Dir. Laurie McKnight

OWA Meeting - Air Center Facility, Columbus, Ohio - Feb.20, 2019

Meet w/Director - Meigs Ohio Means Jobs - Feb. 21, 2019

Attend Career Palooza w/OMJ Meigs staff - Southern Local High School - Feb. 22, 2019

Meet w/OMJ supervisors & Area 20 director to talk collaboration - OMJ Perry County - Feb.25,2019

Planner - Jessie Powers

Placemaking Facilitator Training - Feb. 20-22 - Huntington, WV

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

ANNEX ENTRANCE - FIRST FLOOR - WALL SPACE DISCUSSION

Commissioner Chmiel discussed using the First Floor wall space in the Annex to display Educational Sustainability information and material. He will put up a Bulletin Board, or have a Maintenance staff person build a frame around it (with closed glass cover). The wish it to be kept under the Commissioner's advisement. He will consult with Maintenance staff on this project.

SUSPEND RULES - ADD TO AGENDA

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to suspend the rules and declare an emergency and add the following to the agenda:

Buckeye Deferred Comp.

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

BUCKEYE DEFERRED COMP / PACIFIC LIFE WITHDRAWAL REQUEST

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Pacific Life Withdrawal Request by County Employee, Joseph A. Verdier, for variable annuities.

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

DJFS - CONTRACT AMENDMENT S.E. OHIO YOUTH MENTORING - (formerly BIG BROTHERS/SISTERS)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Subgrant Agreement Amendment #1, changing the Company name from Big Brothers Big Sisters of Athens County to Southeast Ohio Youth Mentoring, as recommended by DFJS Dir., Jean Demosky:

This First Amendment to Subgrant Agreement made and entered into on the 28th day of August, 2018, is made and entered into on the 20th day of February, 2019 between the Athens County Department of Job and Family Services (hereafter referred to as "ACDJFS") and the Southeast Ohio Youth Mentoring, (hereinafter referred to as "SUBGRANTEE").

WHEREAS, the parties seek to amend DEFINITIONS: Paragraph B, ARTICLE 1: PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES and ARTICLE IX: NOTICES, as follows:

This Subgrant Agreement is made pursuant to a grant award by the Ohio Department of Job and Family Services (ODJFS) and is not for research and development purposes. The grant award is under the authority of the Ohio Department of Job and Family Services, Catalog of Federal Domestic (CFDA) 93.558, award program year 2018/2019 and Federal fiscal year 2018, awarded by the Department of Health and Human Resources.

Contract Period: 9/1/2018 - 8/31/2019 Contract Amount: \$15,000.00

(Copy of Contract / Amendment 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.

EXECUTIVE SESSION - DJFS - DISCIPLINE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 11:00 with DJFS Dir., Jean Demosky 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.

RETURN TO REGULAR SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 11:17 .

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 No Action Taken

MEETING RECESSED UNTIL AFTER THE SITE VISIT AT 510 W. UNION STREET

COMMISSIONER SITE VISIT - 510 WEST UNION STREET - 11:30

MEETING BACK IN SESSION - 1:00 p.m.

ACWSD - SUPT. RICH KASLER - Discussion regarding the Murray City construction meeting he attended. He feels that an agreement between Hocking and Athens County Commissioners, will need to be drafted in the near future to discuss the use of a few of the ACWSD manholes, needed to get to the pending Nelsonville / Regional Treatment facility. Also discussed was an individual's request for water service on SR685, which has 3 water taps. The property has been sub divided and they wish to use one of the water taps, which is on another piece of property, owned by someone else. However, according to regulations, it is not a public access or right of way, and not conducive for ACWSD to provide service to that location. The Commissioners agreed for him to lay out all of the options for them to decide, citing the process of the pending Nelsonville / Regional Sewer system being created.

EXECUTIVE SESSION - REAL ESTATE PURCHASE DISCUSSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 1:23 to discuss the purchase of real estate.

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

REGULAR SESSION

A motion was made by Mr. And seconded by Mr. To return to regular session at 2:05.

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

REAL ESTATE - MAKE OFFER - 510 W. Union Street Property

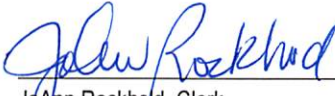
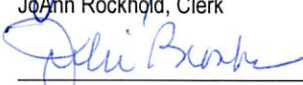
A motion was made by Mr. Chmiel and seconded by Mr. Adkins to authorize Commissioner Charlie Adkins to make an offer on the property at 510 W. Union Street in Athens.


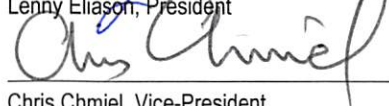

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

ADJOURN

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

02/19/2019 09:13
4877jrockholdAthens County
BUDGET TRANSFERS AND AMENDMENTSP
1
bgardent

Record Number	Year	Per	Journal Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2019	02	210 02/14/2019	4877pbrooks	correction	170.00	170.00	Approved

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

Memorandum Of Understanding

This MEMORANDUM OF UNDERSTANDING (Agreement) is made and entered into this 19 day of February, 2019 by and between the Athens County Commissioners, Athens County, Ohio (hereinafter called the "Local Government" and Rural Action, hereinafter called "Agency".

WHEREAS, Agency, at the request of Local Government, will serve as Grantor to Local Government, the grantee for this project and permit the use of \$30,708 of Ohio CDC Association Funds to be used from October 1, 2018 through December 31, 2019 for purposes outlined in the attached budget, for partial staff salary and benefits of an additional employee at the Athens County Planning Department, and associated travel and supply expenses supporting the Ohio CDC Association Social Empowering Communities Initiative Project. (Grant Agreement and budget attached).

WHEREAS, the parties hereto desire to make a written agreement with respect to said funds and the implementation of the Project to which they pertain.

NOW, THEREFORE, the parties hereto have agreed to the terms and conditions as hereafter stated:

Section 1: Local Government will coordinate with Agency to track the use of the project funds and will cooperate fully as it pertains to the completion of grant fund requests on a quarterly basis once the additional staff member is hired by the Local Government.

Section 2: Local Government will submit invoice to Agency for reimbursement of expenses related to the project on or before March 31, 2019; June 30, 2019; September 30, 2019; December 31, 2019.

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

LOCAL GOVERNMENT:By: Lenny ElisonTitle: Debbie Phillips, Executive Director Rural ActionTitle: Lenny Elison, Board President Athens County CommissionersDate: 2/19/19Date: 02/19/2019

AGENCY Rural Action

By: John P. [Signature]

PROFESSIONAL SERVICES AGREEMENT FOR Chauncey Bikeway Extension Site Preparation

This Professional Services Agreement is made this 14th day of February, 2019 between the Athens County Commissioners (Owner) and ACS Group, Inc. (Contractor), to provide professional services as described herein.

1. **Project and Term of Agreement.**
The Athens County Commissioners accept the Phase I Archaeological Survey estimate and scope of services for the Chauncey Bikeway Extension and award the contract to ACS Group, Inc. 800 Freeway Drive North, Suite 101 Columbus, Ohio 43229.
2. **Term of Agreement.** Contractor shall begin providing services upon the effective date of this Agreement or at such later time as directed in writing by Owner. Services shall continue through February 28, 2019, which the parties anticipate will be sufficient time for project completion. May 8, 2019 E-8
3. **Compensation & Payment.** The compensation to be paid to ACS Group, Inc. for services under this Agreement will be a Cost for Service Fixed Fee not to exceed \$4,812.68, which will be paid as follows: Owner agrees that for invoices received, payment will follow within 30 days. Invoices submitted must provide a detailed summary of services provided. Should changes to the scope of services be required to complete the Phase I Archaeological Survey a change order to this contract will be agreed upon by both parties.
4. **Termination.** The obligation to provide further services under this Agreement may be terminated by the Owner with or without cause upon ten (10) days written notice. On termination by Owner, Owner shall pay to Contractor all amounts owing for services performed up to the date of termination. If there is a dispute as to the amount owing to Contractor, Owner shall pay those amounts which are not subject to dispute and place the remainder in a separate account pending resolution of the dispute.
5. **Access to the Site.** Contractor will have access to the site for activities necessary for the performance of its services. Contractor is responsible for providing notification of field work two weeks in advance to the Owner.
6. **Insurance.** Contractor shall maintain during the course of the project insurance coverage as stated in the attached Insurance Policy of ACS Group, Inc. commercial general liability, automobile, workers compensation, and professional liability.
7. **Dispute Resolution.** It is agreed by both parties that they will attempt to resolve all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement by mediation. This provision can be waived by mutual consent of the parties, the parties recognizing that voluntary mediation requires the commitment and willingness of both parties to engage in the mediation process. In the event the parties are unable to resolve the claim by mediation, the dispute will be litigated in the Common Pleas Court for Athens County, Ohio.
8. **Miscellaneous.**

Page 1 of 2

8.1 **Modifications.** Any modifications to this Agreement, including any changes for additional services, shall be in writing signed by both parties.

8.2 **Governing Law.** This Agreement shall be governed by the law of the State of Ohio.

8.3 **Notices.** Written notices shall be provided to the parties at the addresses provided herein.

OWNER CONTRACTOR

Athens County Commissioners

ACS Group, Inc.

By: *May Blair*

By: *Mike J. Hinkle, III*

Title: President, Board Athens County Commissioners

Title: Vice President

Date: 1/24/19

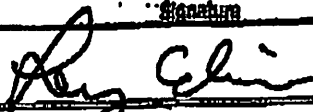
Date: Feb. 6, 2019

Attachment: [4] Cost Estimate, Scope of Services, Project Mgmt, ACS Group, Inc. insurance

Prepared Date: January 11, 2019

Page 2 of 2

6. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969, as amended, and each provision of law designated in the 24 CFR 59.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the State's responsibilities for environmental review, decision-making, and action that have been assumed by the responsible entity.
8. By so consenting, I have assumed the responsibilities for the conduct of environmental review, decision-making, and action regarding environmental issues, preparation and circulation of a draft, final, and supplemental environmental impact statements, and legal or cooperating agency responsibilities for preparation of such statements on behalf of state or federal agencies, including HUD and the State of Ohio, when these agencies consent to such assumptions.
9. I am authorized to and do accept, on behalf of the responsible entity and personally, the jurisdiction of the federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Type or Print Name of CEO	Signature	Title	Date
Lenny Elson		President, Athens County Board of Commissioners	2/8/19

WARNING: Section 1001 of Title 18 of the United States Code and the Criminal Procedure shall apply to this certification. Title 18 provides, among other things, that whoever knowingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any manner within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

Development
Services Agency**CERTIFICATION OF
DETERMINATION OF SUBSEQUENT EXEMPTION FOR A
CATEGORICAL EXCLUSION PROJECT**

The County of Athens requests that the State of Ohio release Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following projects:

Activity Name	Location	Activity #	Activity Amount	Grant Agreement
Fire Protection Fac.	City of Nelsonville	4-1	\$24,800 CDBG	B-F-18-1AE-1
Flood & Drainage	City of Nelsonville	4-2	\$21,800 CDBG	B-F-18-1AE-1
Parks & Recreation	City of Nelsonville	4-3	\$103,700 CDBG	B-F-18-1AE-1
Sewer Facility	City of Nelsonville	4-4	\$16,500 CDBG	B-F-18-1AE-1
Street Improvements	City of Nelsonville	4-6	\$125,100 CDBG	B-F-18-1AE-1
Street Improvements	Village of Chauncey	1-6	\$58,500 CDBG	B-F-18-1AE-1

An Environmental Review Record (ERR) has been prepared for each of the projects listed above by the County of Athens. The environmental review records are on file and available for the public's examination and copying, upon request, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday (except holidays) at the address listed below.

Pursuant to the review, it is the finding of County of Athens that the above listed projects were initially determined to be categorically excluded per 24 CFR 58.35 (a) (1 - 6), and in compliance with the applicable requirements of 24 CFR 58.6. Upon completion of the items in the Statutory Checklist, the County of Athens has determined that there are no circumstances which require compliance with any other Federal laws and authorities cited in 24 CFR 58.5.

The above listed projects do not require an environmental impact statement or environmental assessment. No extraordinary circumstances exist for the projects. Therefore, pursuant to 24 CFR 58.34 (a) (12), the above projects can subsequently be determined to be exempt.

The environmental review was conducted by:

Nathan Simons, Community Development Coordinator

Hocking, Athens, Perry Community Action

3 Cardaras Drive, PO Box 220

Glouster, OH 45732

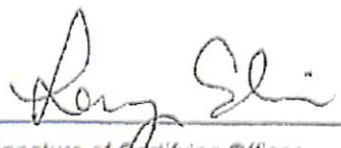
I, as certifying officer, certify the accuracy of these statements:

Lenny Eliason, President

Athens County Commissioners

16 S. Court St.

Athens, OH 45150


Signature of Certifying Officer

2/12/19
Date of Signature

13. This agreement may be terminated by either party during its term, by giving the other party a minimum of ninety (90) days written notice.
14. This agreement shall be effective April 1, 2019, and terminate March 31, 2020.
15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby annulled and terminated.

This agreement entered into in behalf of the
pursuant to Resolution Ordinance Number 68-2-1, passed Feb. 13th, 2019.

Any alteration of 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 transcribed on the day first written above.


Commissioner

Commissioner

Commissioner


Washington County Commissioners

David A. White, President

Ronald L. Veathers

Kevin J. Ritter

Larry R. Minick, Sr., Sheriff


Witness

Sheriff

Witness

Rick Peoples, Clerk

Approved as to form

Kevin A. Rings, Prosecutor

6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at anytime in the future may be, in force at the offices of Washington County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Washington County Jail. Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provided, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notification terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

CONTRACT FOR HOUSING PRISONERS

In the WASHINGTON COUNTY JAIL

WHEREAS, this contract is made this 19th day of February, 2019, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County"; the Sheriff of Washington County, hereafter referred to as "Sheriff"; and David A. White, President hereafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who serving a jail sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and contractor for the term hereinafter set forth.

WITNESSETH:

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

1. The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons:
 - a. All persons arrested by _____ for violation 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 Washington County for purposes of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentence imposed for this violation except as provided in paragraphs d through g below.
 - c. Persons incarcerated pursuant to subparagraphs a and b above shall be designated as prisoners in this contract.
2. The cost to be paid to the County by the Contractor shall be the amount of sixty eight dollars (\$68.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive and prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.
5. Sheriff may refuse to receive any prisoner based upon current jail population, overcrowded conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.

Athens County Commissioners



15 South Court St.
Athens, Ohio 45701
(740) 592-3219
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co.athensoh.org

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JoAnn Sikorski
Clerk/Admin. Assistant
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Telephone (740) 592-3292
Fax (740) 594-8010

February 22, 2019

Mary Mertz, Director
Ohio Department of Natural Resources
2045 Morse Rd.
Columbus, OH 43229-6693

Dear Director Mertz:

The Board of Athens County Commissioners voted to support the efforts of the Consortium for Athens County Historic Preservation's to protect the Linscott House and the Hewitt House structures in our county.

Athens County has a rich historical heritage and has worked to preserve structures that have played and integral role in the development of our county. These two buildings appear to fit in that mold. We ask you to work with the Consortium to save these two buildings. Once a historical building is lost it is gone forever.

Historical tourism is important to our county and preserving the various pieces of our history will assist with economic development. We hope that you will take into consideration the efforts of our local groups and help preserve this part of your history.

If you have any questions or concerns, please contact any of the Board members at 740-592-3219.

Regards,

Lenny Eliason, MPA
President

