

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

AGENDA

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

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS Meeting Agenda for March 26, 2019 - Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes from March 12th, 2019

Approve Appropriations, Transfers, New Line Items Requests/Changes

Additional:

New Line Item	HAPCAP - CDBG PY2018 B-F-18-1-AE-1	
	Receipts	
	Ohio Dev. Serv. Agency	483.3483.412500
	Ath. Co. CDBG PY2018	483.3483.412517
	Expenditures	
	Contr. Serv.	483.3483.530100

Transfers	ACWSD
	\$6,638.00 from 3632.580100 Transfers Out into 2634.422101 Transfers In
	\$33,917.50 from 3632.580100 Transfers Out into 2635.422101 Transfers In

Transfer	DJFS/Veterans
	\$5,119.89 from 1100 Comm. Other, into 2571.412880 JFS Pub. Assist.

Approve Bills

09:30	Engineer - Stone & Asphalt Bids
09:45	DJFS - Jean Demosky
10:00	Annexation Hearing
10:15	K & H Injection Well - Roxanne Groff and Group
10:45	Jack Pepper - Health Dept. TB & Health Dept. Levy
11:00	County Planner - Survey
01:30	Athens Creative Placemaking Week - Nadzeya Illkevich, Zoe Zralick
01:45	Rich Kasler - Sewer Project - Highland Park Discussion

~ AGENDA ITEMS

Data Board Recommendations
ACWSD - Bill Adjustment
EMA Resolution - Response Vehicle
ATCO Building Greenhouse
BOE - Delivery of Equipment
DD Board Resignation
TB Contracts
Sheriff - Subgrant Award Agrmt.
Sheriff - Surplus Vehicle - Donate to Glouster PD
Airbnb VCA
Common Pleas - GAL
Courthouse Documentary Proposal
SR13 Sheriff Bldg. Estimate
Gas Tax Support Letter

~TRAVEL

Commissioner
Comm. Chris Chmiel - Leadership Now Ohio - July 8-12, 2019, Oct. 14-18, 2019, Mar. 23-27, 2020 - Granville, OH
JoAnn Rockhold - March 22 - CORSA Renewal Mtg. - Columbus, OH

WIA

Dir. Laurie McKnight - Ohio Workforce Leadership Forum - Mohican Lodge & Conf. Ctr. - April 24-26, 2019

EMA

Donald Gossel - Ohio EMA New Director's Meeting - March 21, 2019 - Columbus, Ohio

Sheriff Dept.

Jimmy Childs - Ohio Crime Prevention Assoc. - March 31-April 3 - Galloway, Ohio

~ADJOURNMENT

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

MINUTES

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the minutes from March 12th, 2019.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; 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: March 26, 2019 - Budget Transfers and Amendments. Copies on file in Commissioner's Office.

Additional:

New Line Item	HAPCAP - CDBG PY2018 B-F-18-1-AE-1	
	Receipts	
	Ohio Dev. Serv. Agency	483.3483.412500
	Ath. Co. CDBG PY2018	483.3483.412517
	Expenditures	
	Contr. Serv.	483.3483.530100

Transfers ACWSD

\$6,638.00 from 3632.580100 Transfers Out into 2634.422101 Transfers In
 \$33,917.50 from 3632.580100 Transfers Out into 2635.422101 Transfers In

Transfer DJFS/Veterans

\$5,119.89 from 1100 Comm. Other, into 2571.412880 JFS Pub. Assist. (Copied to page 192).

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

BILLS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 3/01/2019 To: 3/26/2019 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, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

ENGINEER - STONE BIDS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to accept all Bids for Stone, as recommended by County Engineer, Jeff Maiden. Bids were opened at the County Engineer's Office on Monday, March 25th, 2019. (Bid Tab Copied to page 193).

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

ENGINEER - ASPHALT BIDS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to accept all Bids for Asphalt, as recommended by County Engineer, Jeff Maiden. Bids were opened at the County Engineer's Office on Monday, March 25th, 2019. (Bid Tab Copied to page 194).

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

DJFS - DIR JEAN DEMOSKY - AGENDA

COMMISSIONERS

3/26/19

ACDJFS

1. Contracts - See below
2. Contract Negotiations - Update - Still going well
3. Reentry - Updates on Reentry Program and Stats 2017-2018
4. Facility
 - a. RFQ - Deadline today for Ramp/Parking Expansion
 - b. Historical Registry - Met w/Tom O'Grady - No Restrictions.
 - c. Survey - Discussion on Facilities Plan Survey - Dir. Demosky will get in touch with County Planner.
5. Other - Updates on calls - They receive many Customer service, 14,513 calls received in February. Most calls customer service related to Medicaid renewals/applications, etc. SNAP applications and interviews. She will email those stats to Commissioners.

DJFS - IV-D CONTRACT - CSEA / COMM PLEAS COURT

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Ohio Dept. Of Job and Family Services IV-D Contract , Athens County Child Support Enforcement Agency (CSEA) enters into this IV-D Contract with Athens County Common Pleas Court, Domestic Relations Division to purchase services for the effective administration of the support enforcement program. Contract Period: Effective from 01/01/2019 through 12/31/2019.

Initials . Unit Rate: The Unit Rate for this IV-D Contract is \$621 .79 per nit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or

• The procurement process for a IV-D Contract with a private entity. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$248,714.85.
(Copy on file in Commissioners Office).

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

DJFS - AMENDMENT #1 - CARPET ONE FLOOR & MOORE, INC.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving Amendment #1 between ACDJFS and Carpet One Floor & Moore, Inc., Increasing the Value by \$2,081.30, because of additional work that was completed.

3.1 CONTRACT PRICE: ACDJFS shall pay to CONTRACTOR the sum of the invoices for services rendered by CONTRACTOR pursuant to Article 2 of this Contract, subject to the terms and conditions specified elsewhere in this Contract. The maximum amount payable under this contract will be Thirty Thousand Nine Hundred Sixty-One and Fifty one-hundredth dollars (\$30,961.50).

3.2 METHOD OF PAYMENT: ACDJFS shall pay the CONTRACTOR an initial payment of \$14,440.10 preceding commencement of the repair work. The second payment of \$16,521.40 will be made within 14 days after a final invoice is provided by the CONTRACTOR upon completion of the described work. Reported expenditures are subject to audit by appropriate state or federal officials or an independent audit conducted pursuant to Paragraphs 2.8 and 2.9 of the CONTRACT AGREEMENT.

(Copy on file in Commissioners Office).

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

ANNEXATION HEARING - URIELI PROPERTY - 10:15

Commissioner Chmiel opened the Hearing at 10:15 a.m. Those present Commissioner Adkins; Commissioner Chmiel; Kayla Beard, The Athens News; Helen King, League of Women Voters; Nili and Israel Urieli; Larry Payne; Steve Robb, Athens Messenger; JoAnn Rockhold, Admin. Clerk; Julie Brooks, Assist. Clerk. No Public Comments made.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to release the following property to be Annexed to the City of Athens :
A01-00100883-00 - 0.74 acres

Situated in the City of Athens, Township of Athens, County of Athens and State of Ohio and bounded and described as follows:

TRACT 1: Parcel No. A01-00100883-00

Being 60 feet off the East side of the premises in Farm Lot 27 as abuts upon the West side of Inlot No. 2554 in Grandview Highland Addition to Athens, Ohio. Hereby intending to convey a strip of land 60 feet wide and described as follows: Commencing at the Southwest corner of Inlot No. 25.54, Grandview Highland Addition to the City of Athens, Ohio, thence North along the West line of said Inlot No. 2554, 538 feet to the Northwest corner of said Inlot No. 2554; thence westerly 60 feet to a point; thence southerly and parallel to the west line of said Inlot No. 2554, 538 feet to a point 60 feet west of the Southwest corner of said Inlot 25.54; thence easterly 60 feet to the Southwest corner of Inlot 2554 and the place of beginning of this description, containing 0.74 acres, more or less.

Said conveyance being subject to the following provisions as to fencing the same. Said purchaser his heirs or assigns at the request of the Commissioners of Athens County, Ohio, is to erect a good and substantial woven fence on the line between the property herein above described and the remainder of the premises situated in Farm Lot 27 as has been retained by the County.

TRACT II: Parcel No. A02-83200066-00

Situated in the County of Athens, City of Athens and State of Ohio, being 40 feet off the West side of Inlot No 2554 in Grandview Highland Addition to said City of Athens.

Both tracts being subject to easements, leases, rights-of-way, conditions and restrictions of record.

REFERENCE: Volume333, Page 2409, Athens County Official Records.

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

ATCO BUILDING GREENHOUSE

A motion was made by Mr. Adkins and seconded by Mr Chmiel to Table the ATCO Building Greenhouse discussion until next week.

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

K&H INJECTION WELL - ROXANNE GROFF AND GROUP

Roxanne Groff along with a group of concerned citizens, discussed with the Commissioners , Sheriff Rodney Smith and County Engineer Jeff Maiden - The discussion was regarding the progress , if any, has been made on the possible implementation of a Weigh Station to weigh trucks coming into the county carrying brine to the K & H injection wells in Torch and surrounding Counties near Athens. Commissioner Adkins stated this would be very costly, and no decision has been made to increase the Sheriff's budget. Sheriff Smith said they will check to see if any grants might be available for funding. He will also check with the State Highway Patrol to see if they would be interested in working with the Sheriff's Department on this issue.

Commissioner Adkins also discussed the BOE delivery of equipment and stated that the room is ready and secure to receive the voting equipment..

HEALTH DEPT. - HEALTH DEPT. LEVY REQUEST

Jack Pepper, Dir. Health Dept., presented the Commissioners a copy of the 2018 Annual Report brochure and discussed the placement of a Levy on the General Election Ballot in November.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel requesting the Auditor to prepare a "Certificate of Estimated Property Tax Revenue" for the Athens City - County Health Department O.R.C. 3709.29:

- Athens City-County Health Department, .40 mill, ten year levy, replacement. This levy will be placed on the General Election on November 5, 2019, to be taxed for the year of 2020 and to begin collection in 2021.

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

TB BOARD LEVY REQUEST AUDITOR - Certificate of Estimated Property Tax

Mr. Adkins moved to request the Athens County Auditor to prepare a "Certificate of Estimated Property Tax Revenue" for the purpose of placing a levy on the ballot in the Primary/General Election for the TB Levy for .30 mil. renewal (O.R.C. 5705.20) to be taxed for the year of 2020 and to begin collection in 2021. The purpose of a renewal levy for operating a Tuberculosis Clinic for Care and Treatment of Tubercular Residents.

Mr. Chmiel seconded the motion.

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

COUNTY PLANNER - FACILITIES PLAN SURVEY DISCUSSION

County Planner, Jessie Powers discussed with the Commissioners, the Facilities Plan Survey that was sent to all office holders. Some office holders have had questions regarding the survey. The Clerk, JoAnn Rockhold will work with the Planner to get the surveys completed.

DATA BOARD RECOMMENDATIONS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the following equipment request by the Commissioners Office, as recommended by the Data Processing Board:

Clerk JoAnn Rockhold presented a request for a new computer from Freedom Linx, estimated cost is \$2,337.77. Her current computer will be repurposed to Commissioner Adkins.

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

ACWSD - RATIFY CREDIT FOR LEAK

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to ratify the credit of \$336.56 for a water leak for A. Conley. This covers the raw water cost after the average usage is calculated.

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

EMA RESPONSE VEHICLE

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the use of the 2010 Ford Explorer by the EMA Department, following the Resolution previously approved on November 26, 2013. There will be further discussion on the matter at next week's meeting.

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

ATCO BUILDING GREENHOUSE

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to Table the ATCO Building Greenhouse Discussion until next week when Commissioner Eliason returns.

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

ACBDD BOARD RESIGNATION

A motion was made by Mr. Adkins and seconded by Mr. Chmiel accepting the letter of resignation of Michelle Oestrike from the ACBDD Board, and authorizing the Clerk to send a letter thanking her for her service to the Board.

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

SHERIFF - SUBGRANT AWARD AGRMT.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving and authorizing Commissioner Chmiel's signature on the Subgrant Award Agreement No. 2018-JG-LLE-5103:

SUBGRANT AWARD AGREEMENT

Subgrant Number:2018-JG-LLE-5103

Title: Athens County Criminal Interdiction Unit

In accordance with the provisions of the Consolidated Appropriations Act, FY 2005, Public Law 108-447; 118 Stat. 2862, Catalog of Federal Domestic Assistance (CFDA) 16.738 Edward Byrne Memorial Justice Assistance Grant LE 2018 funded through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with the requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Athens County- Athens County Commissioners
Implementing Agency:	Athens County Sheriffs Office
Award Periods:	03/01/2019 to 09/30/2019
Closeout Deadline:	11/29/2019
Award Amounts:	OCJSFunds: \$11,487.09 90%

Cash Match:	\$1,276.34	10%
In kind Match:	\$0.00	
Project Total:	\$12,763.43	100%

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

SHERIFF - SURPLUS VEHICLE - DONATE TO GLOUSTER P.D.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the following Surplus Vehicle, to be donated to Glouster PD, as recommended by the Sheriff Dept.:

2011 Ford Crown Vic Vin.#2FABP7BV7BX172784 Approved to be Donated to Glouster P.D.

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

GAS TAX - LETTER OF SUPPORT TO STATE SENATORS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to send the following Letter of Support to Senators Hill and Hoagland supporting a higher gas tax in Ohio.

March 26, 2019

The Board of Athens County Commissioners is asking you to support a higher gas tax in Ohio. Rural counties with low populations, like Athens County and others in your district, will benefit greatly from an increased gas tax. We have heard from our county engineer that he cannot do his job with the funding that he is currently getting. He has innovated and successfully implemented changes to become a more efficient operation but is still unable to keep up with essential infrastructure maintenance and repairs. Without adequate funding he predicts that more rural roads and bridges will be closed. He also suggests that safety will suffer due to lack of funding. While in conference reconciling the house and senate versions, please support the house version and a higher gas tax.

Please feel free to contact us with any questions or concerns.

Sincerely,

Lenny Eliason, absent /s/ Chris Chmiel /s/ Charlie Adkins

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

AIRBNB VCA

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the following Voluntary Collection Agreement for Athens County, Ohio, Lodging Tax:

VOLUNTARY COLLECTION AGREEMENT FOR ATHENS COUNTY, OHIO, LODGING TAX

THIS VOLUNTARY COLLECTION AGREEMENT (the "Agreement") is dated March 26, 2019 and is between AIRBNB, INC., a Delaware corporation ("Airbnb"), and ATHENS COUNTY, OHIO (the "Taxing Jurisdiction"). Each party may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Airbnb represents that it provides an Internet-based platform (the "Platform") through which third parties offering accommodations and/or activities ("Hosts") and third parties booking such accommodations and/or activities ("Guests") may communicate, negotiate and consummate a direct booking transaction for accommodations and/or activities to which Airbnb is not a party ("Booking Transactions"); and

WHEREAS, the Taxing Jurisdiction and Airbnb enter into this Agreement voluntarily in order to facilitate the reporting, collection and remittance of applicable lodging taxes and applicable sales taxes ("Taxes") imposed under applicable Athens County, Ohio law (the applicable "Code"), on behalf of certain Hosts for Booking Transactions completed by such Hosts and Guests on the Platform for accommodations transactions located in Athens County, Ohio (the "Taxable Booking Transactions").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

(A) Solely pursuant to the terms and conditions of this Agreement, including only for periods in which this Agreement is effective (defined below), and solely for Taxable Booking Transactions completed on the Platform by Hosts other than those defined in Paragraphs (E) and (E-1) below, Airbnb agrees contractually to assume the duties of a Taxes collector as described in the Code solely for the collection and remittance of Taxes on behalf of such Hosts (hereinafter referred to as a "Collector").

(B) Starting on , 2019 (the "Effective Date"), Airbnb agrees to commence collecting and remitting Taxes on behalf of certain Hosts, pursuant to the

terms of this Agreement, at the applicable rate, on Taxable Booking Transactions.

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Except as set forth in Paragraph (L) below, Airbnb shall not assume any obligation or liability to collect Taxes for any period or for any transaction prior to the Effective Date or after termination of this Agreement.

(C) Except as set forth in Paragraph (E) below, Airbnb agrees to register as a Collector on behalf of Hosts for the sole purpose of reporting, collection and remittance of Taxes under this Agreement, and will be the registered Collector on behalf of any affiliate or subsidiary collecting Taxes. The assumption of such duties described in Paragraph (A) above and this Paragraph (C) shall not trigger any other registration requirements to which Airbnb is not otherwise subject.

REMITTANCE OF TAXES

(D) Airbnb agrees reasonably to report aggregate information on the tax return form prescribed by the Taxing Jurisdiction, including an aggregate of gross receipts, exemptions and adjustments, and taxable receipts of all Taxes that are subject to the provisions of this Agreement. Airbnb shall remit all Taxes collected from Guests in accordance with this Agreement and Airbnb's Terms of Service (www.airbnb.com 1 (the "TOS") in the time and manner described in the Code or as otherwise agreed to in writing.

REGISTERED HOSTS

(E) Airbnb reserves the right to implement a software feature on the Platform whereby Airbnb collects Taxes based on tax information supplied by the Host, and remits such Taxes to Hosts for ultimate reporting and remittance by the Host to the Taxing Jurisdiction. In such cases, a Host must provide to Airbnb its (i) applicable Tax identification or registration number; (ii) applicable business identification number; and (iii) acknowledgement of its obligation to collect all Taxes owed on a Host's Taxable Booking Transactions and to remit and report any Taxes collected directly to the Taxing Jurisdiction (a "Registered Host"). Upon request from the Taxing Jurisdiction, and not more than once per consecutive twelve-month period, Airbnb may provide the Taxing Jurisdiction with copies of documentation related to Registered Hosts.

(E-1) Airbnb satisfies its obligations under this Agreement by remitting the full amount of Taxes collected on behalf of Hosts to the Taxing Jurisdiction, and in the case

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of Registered Hosts only, by remitting the Taxes collected on a Registered Host's Taxable Booking Transactions directly to the Registered Host.

AIRBNB LIABILITY

(F) Pursuant to the terms of this Agreement, Airbnb agrees contractually to assume liability for any failure to report, collect and/or remit the correct amount of Taxes, including, but not limited to, penalties and interest, lawfully and properly imposed in compliance with the Code. Nothing contained herein nor any action taken pursuant to this Agreement shall impair, restrict or prevent Airbnb from asserting that any Taxes and/or penalties, interest, fines or other amounts assessed against it were not due or are the subject of a claim for refund under applicable law, or otherwise bar it from enforcing any rights accorded by law. Notwithstanding the above and solely with respect to Registered Hosts, Airbnb does not assume any liability for the failure of a Registered Host to comply with any applicable collection, reporting or remittance obligations related to Taxable Booking Transactions. Further, Airbnb does not assume any liability for collection based on information supplied by the Registered Host.

AUDIT

(G) During any period for which Airbnb is not in breach of its obligations under this Agreement, the Taxing Jurisdiction agrees to audit Airbnb on the basis of Tax returns filed and supporting documentation. The Taxing Jurisdiction reserves the right to audit any individual Host for activity that has been brought to the attention of the Taxing Jurisdiction in the form of a complaint or other means independent of this Agreement or independent of data or information provided pursuant to this Agreement.

(H) The Taxing Jurisdiction agrees to audit Airbnb on an anonymized transaction basis for Taxable Booking Transactions. Except as otherwise agreed herein, Airbnb shall not be required to produce any personally identifiable information relating to any Host or Guest or relating to any Taxable Booking Transaction without binding legal process served only after completion of an audit by the Taxing Jurisdiction of Airbnb with respect to such users. The parties agree to utilize appropriate sampling audit methodologies based on a standard sample period which may be projected against the remainder of any periods open under the applicable statute of limitations, unless Airbnb

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elects, at its sole discretion, to undergo further audit of such open periods by the Taxing Jurisdiction.

GUEST AND HOST LIABILITY

(I) During any period in which this Agreement is effective, and provided Airbnb is in compliance with its obligations herein, Hosts shall be relieved of any obligation to collect and remit Taxes on Taxable Booking Transactions, and shall be permitted but not required to register individually with the Taxing Jurisdiction to collect, remit and/or report Taxes. Notwithstanding the above, Registered Hosts will be solely responsible for directly remitting Taxes collected on Taxable Booking Transactions to the Taxing Jurisdiction. Nothing in this Agreement shall relieve Guests or Hosts from any responsibilities with respect to Taxes for transactions completed other than on the Platform, or restrict the Taxing Jurisdiction from investigating or enforcing any provision of applicable law against such users for such transactions.

WAIVER OF LOOK-BACK

(J) The Taxing Jurisdiction expressly releases, acquits, waives and forever discharges Airbnb, its current or past affiliated parent or subsidiary companies, directors, shareholders, investors, employees and other agents from any and all actions, causes of action, indebtedness, suits, damages or claims arising out of or relating to payment of and/or collection of Taxes or other tax indebtedness, including but not limited to penalties, fines, interest or other payments relating to Taxes on any Taxable Booking Transactions prior to the Effective Date. Nothing contained in this Paragraph of this Agreement will constitute a release or waiver of any claim, cause of action or indebtedness that the Taxing Jurisdiction may have or claim to have against any Host or Guest unrelated to Taxable Booking Transactions under this Agreement.

NOTIFICATION TO GUESTS AND HOSTS

(K) Airbnb agrees, for the purposes of facilitating this Agreement, and as required by its TOS, that, except with respect to Registered Hosts, it will notify (i) Hosts that Taxes will be collected and remitted to the Taxing Jurisdiction as of the Effective Date pursuant to the terms of this Agreement; and (ii) Guests and Hosts of the amount of Taxes collected and remitted on each Taxable Booking Transaction.

LIMITATION OF APPLICATION

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(L) This Agreement is solely for the purpose of facilitating the administration and collection of the Taxes with respect to Taxable Booking Transactions and, except with respect to the rights and liabilities set forth herein, the execution of or actions taken under this Agreement shall not be considered an admission of law or fact or constitute evidence thereof under the Code or any other provisions of the laws of the United States of America or of any State or subdivision or municipality thereof. Neither Party waives, and each Party expressly preserves, any and all arguments, contentions, claims, causes of action, defenses or assertions relating to the validity or interpretation or applicability of the Code, regulations or application of law.

(L-1) If Airbnb expands the types of transactions that may be completed by Hosts and Guests on the Platform to include additional taxable services or products located in Athens County, Ohio, and Airbnb decides in its sole discretion to collect and remit any applicable taxes with respect to such transactions on behalf of Hosts and/or Guests, Airbnb agrees to provide reasonable notice to the Taxing Jurisdiction regarding the collection and remittance of such taxes.

TERMINATION

(M) This Agreement may be terminated by Airbnb or the Taxing Jurisdiction for convenience on 30-day written notification to the other Party. Such termination will be effective on the first day of the calendar month following the 30-day written notification to the other Party. Any termination under this Paragraph shall not affect the duty of Airbnb to remit to the Taxing Jurisdiction any Taxes collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by Airbnb to the Taxing Jurisdiction as of the effective date of termination.

MISCELLANEOUS

(N) **CHOICE OF LAW.** This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of Ohio without regard to its conflict of law principles.

(O) **MODIFICATION.** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

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(P) **MERGER AND INTEGRATION.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

(Q) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become

effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

(R) RELATIONSHIP OF THE PARTIES. The Parties are entering into an arm'slength transaction and do not have any relationship, employment or otherwise. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, or employment relationship between the Parties. There are no thirdparty beneficiaries to this Agreement.

(S) WAIVER AND CUMULATIVE REMEDIES. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(T) FORCE MAJEURE. Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

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(U) ASSIGNMENT. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

(V) MISCELLANEOUS. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

NOTICES

(W) All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing postage prepaid; or (iii) the second business day after sending by overnight mail or by facsimile with telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To Airbnb:

Airbnb, Inc.
Attn: General Counsel
888 Brannan Street, 4th Fl.
SF, CA 94103
legal@airbnb.com

Airbnb, Inc.
Attn: Global Head of Tax
888 Brannan Street, 4th Fl.
SF, CA 94103
tax@airbnb.com

To the Taxing Jurisdiction:

Fax: ____

E-mail: ____

7

(Signatures follow on next page)

8

IN WITNESS WHEREOF, Airbnb and the Taxing Jurisdiction have executed this Agreement effective on the date set forth in the introductory clause.

AIRBNB, INC., a Delaware corporation

By: _____

Signature of Authorized Representative _

Name and Title of Authorized Representative

ATHENS COUNTY, OHIO

/s/ Chris Chmiel

Signature

/s/ Chris Chmiel, Vice President

Name and Title

9

Full copy of agreement on file in Commissioners Office

(Signature page copied to page 195)

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

COMMON PLEAS GAL

A motion was made by Mr. Adkins and seconded by Mr. Chmiel authorizing the signature of Commissioner Chmiel on the Guardian Ad Litem Agreement where, Kelsey Reno agrees to accept appointments by the Domestic Relations Division of the Athens County Court of Common Pleas to serve as a guardian ad litem for the Court when available to do so. The Athens County Board of Commissioners agrees to extend the General Liability coverage provided by CORSA to Athens County to cover Kelsey Reno while performing services for, and while acting within the scope of authority granted by, the Domestic Relations Division of the Athens County Court of Common Pleas.

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

TB CONTRACTS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to Table the TB Contracts until next week's meeting.

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

COURTHOUSE DOCUMENTARY PROPOSAL

Alec Hillyer sent a request to access and film video footage of the interior of the Athens County Courthouse for a documentary exploring the history and architecture of the building. This is part of a larger documentary series organized by the Public Media Masters degree program of Ohio University's School of Media Arts and Studies. The film must be submitted in late June of 2019.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve and appoint Commissioner Chmiel the contact person for the request received from Alec Hillyer, to film the Courthouse.

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

SR13 IMPOUND LOT / SHERIFF BUILDING #1 - ESTIMATE

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to Table for further discussion later.

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

TRAVEL

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

Commissioner

Comm. Chris Chmiel - Leadership Now Ohio - July 8-12, 2019, Oct. 14-18, 2019, Mar. 23-27, 2020 - Granville, OH

JoAnn Rockhold - March 22 - CORSA Renewal Mtg. - Columbus, OH

WIA

Dir. Laurie McKnight - Ohio Workforce Leadership Forum - Mohican Lodge & Conf. Ctr. - April 24-26, 2019

EMA

Donald Gossel - Ohio EMA New Director's Meeting - March 21, 2019 - Columbus, Ohio

Sheriff Dept.

Jimmy Childs - Ohio Crime Prevention Assoc. - March 31-April 3 - Galloway, Ohio

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

ATHENS CREATIVE PLACEMAKING WEEK - NADZEYA ILLKEVICH, ZOE ZRALICK

O.U. Students Nadzeya Illkevich, Zoe Zralick updated the Commissioners on their Placemaking Week Events. (March 24-30). There will be a small group of Ohio University students that will transform the park between the Armory and the Family Dollar store in Athens. (Court Street/Carpenter Street location). A Community Potluck on Sunday from 2:00 to 6:00 at 116 Lancaster Street. Commissioners Chmiel and Adkins donated \$50.00 to this event.

US50 SEWER PROJECT - ACWSD SUPT. RICH KASLER HIGHLAND PARK - Discussion

Supt. Kasler revisited the layout proposal with HDR Engineering that was proposed by the Highland Park resident spokesman, Mark Spezza. Kyle Schwieterman, HDR., requested approval to proceed from Commissioners. Mark Spezza, stated, after speaking with the residents that they were in approval of the Easements needed. The option would eliminate the section of sewer line from Station 5109 +00 to Station 5112+52.74 at Pine Lane, this change would prevent 352 feet of roadway damaged, eliminate three roadway manholes and five lateral cross lines totaling 200 feet, which will affect eight (8) property owners.

US50 SEWER PROJECT - ACCEPT RECOMMENDATION FOR REALIGNMENT OF PROJECT

A motion was made by Mr. Adkins and seconded by Mr. Chmiel accepting Supt. Kasler's recommendation for realignment of the US50 Sewer Project.

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

~ Mr. Kasler also updated the Commissioners on the Project - They should be getting an update from the Atty. Frank Lavelle, very soon on the timeline for Bids. He also said they should be receiving a closing statement from USDA as well, and will be in to meet with the Commissioners in a couple weeks.

Mr. Spezza also mentioned that he has been contacted by a couple additional residents who wish to connect to the sewer system as well, along Estates Drive. He will discuss further with residents and contact Mr. Kasler if needed. Athens Twp. Trustee, Steve Pierson was present to

discuss the paving issues of the roads in this subdivision, and wanted to confirm the up to date plans of the Project for paving and road maintenance purposes.

SR13 IMPOUND LOT - FURTHER DISCUSSION W/SHERIFF SMITH

Sheriff Rodney Smith discussed the Building #1 remodel. As Clerk, JoAnn Rockhold stated earlier, that in the future, there needs to be a list of items to budget for the upcoming year, so that the funds will be available to complete the year.

SHERIFF IMPOUND LOT - APPROVE ESTIMATE RADFORD BUILDERS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the estimate from Radford Builders, Guysville, Ohio, in the amount of \$49,750.00.

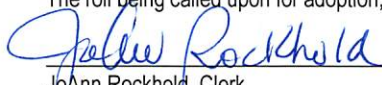
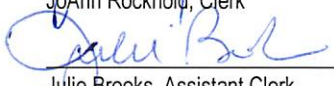
Building #1 SR13 Sheriff Impound Lot - Estimate is for material and labor to complete a partial interior remodel as well as a complete exterior renovation of Building. The exterior renovation will be done to match building #2 that has already been renovated. No HVAC is included in this estimate.

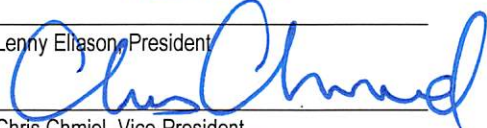
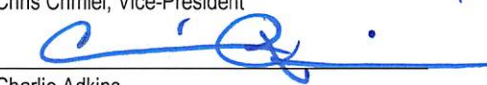

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

ADJOURN

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

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


 JoAnn Rockhold, Clerk

 Julie Brooks, Assistant Clerk

ABSENT

 Lenny Eliason, President

 Chris Chmiel, Vice-President

 Charlie Adkins

03/26/2019 09:27
4877aknipaAthens County
BUDGET TRANSFERS AND AMENDMENTSP
bgandent

Record Number	Year	Per	Journal Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
3	2019	03	406 03/22/2019	4877bcarter	transfer	5,000.00	5,000.00	Pending Approval
2	2019	03	399 03/21/2019	4877clucas	Approp UE	260.11	0.00	Approved
6	2019	03	465 03/26/2019	4877cmckee	CERTIFY	400.00	0.00	Pending Approval
7	2019	03	472 03/26/2019	4877cmckee	APPROPRIAT	400.00	0.00	Pending Approval
5	2019	03	421 03/25/2019	4877jpeacock	Appropriat	5,000.00	0.00	Pending Approval
1	2019	03	385 03/20/2019	4877nsimons	CDBG 16	3.17	0.00	Held
4	2019	03	420 03/25/2019	4877smorris	Transfer	40,555.50	40,555.50	Unbalanced

** END OF REPORT - Generated by Alex Knippa **

COPY

3-26-19

E.A.

[illegible]

2019 Bituminous Bids				
Bituminous Material	Marathon Petroleum		Asphalt Materials	
	Plant Pickup	Delivered	Plant Pickup	Delivered
	per Gallon	per Gallon	per Gallon	per Gallon
RS-2	\$1.62	\$1.74	\$1.81	\$1.878
HFRS-2	No Bid	No Bid	\$1.81	\$1.878
SS-1H	\$1.62	\$1.74	\$1.95	\$2.028
CRS-2	No Bid	No Bid	\$1.81	\$1.878
CMS-2	No Bid	No Bid	\$1.86	\$1.928
MWS-90	\$1.62	\$1.74	\$1.81	\$1.878
MWS-150 SEALING	\$1.67	\$1.79	\$1.86	\$1.928
MWS-150 MIXING	No Bid	No Bid	\$2.00	\$2.068
MWS-300	\$1.82	\$1.94	\$2.05	\$2.118
PRIMER 20	No Bid	No Bid	\$3.20	\$3.268
MC-30	\$2.65	\$2.77	No Bid	No Bid
MC-70	\$2.65	\$2.77	\$3.20	\$3.268
MC-3000	\$2.20	\$2.32	\$3.00	\$3.068
AE-DP	No Bid	No Bid	\$1.71	\$1.778
PERMACOAT-250	No Bid	No Bid	\$3.25	\$3.358

IN WITNESS WHEREOF, Airbnb and the Taxing Jurisdiction have executed this Agreement effective on the date set forth in the introductory clause.

AIRBNB, INC., a Delaware corporation

DocuSigned by:

By:

Mirei Yasumatsu

Signature of Authorized Representative

Mirei Yasumatsu

Global Head of Tax

Name and Title of Authorized Representative

ATHENS COUNTY, OHIO

Chris Chmiel

Signature

By:

Chris Chmiel Vice President

Name and Title