

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, October 29th, 2019 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 October 29, 2019 - Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes from October 22, 2019

Approve Appropriations, Transfers, New Line Items Requests/Changes

Approve Bills

09:30 Jesse Stock - ACBDD Board Interview
09:45 Mark Abdella - ACWSD Water Tap
10:00 Veteran Service Office, Budget - Kim Spencer
10:15 Holzer Proclamation - National Home Care and Hospice Month
10:30 Bid Opening - Former ATCO Building
10:45 Ric Wasserman, Treasurer - Quarterly Update
11:00 Sheriff Smith - Cruisers
01:30 County Planner Jessie Powers

~ AGENDA ITEMS

Amended Certificate
Utility Permit(s)
Engineer - RUMA Agrmt.
Health Insurance Incentive Resolution
AEP Incentives for EMS Station
County Planner - Surplus
Personnel Policy Update BOE
DJFS Contracts - Serenity Grove & AIR Child Care Provider Training
US50 Sewer - Radford Rd. Lift Station Site Easement
Athens Soil & Water Conservation Dist. Vacancy Announcement
691 Landfill Annual Contract / Scope of Services
Lease Agrmt. Comm./ Landbank
VOCA Grant Acceptance Form
BOE Assignment Request Forms
AEP Letter of Support

Susp/Add: Law Library Board Reappointment and Auditor and Comm. Clerk Travel; Sara Marrs-Maxfield, EDC, Port Authority at 1:30

~ TRAVEL

Treasurer Ric Wasserman - Technical Assistance - Oct. 28th - Fairfield Co. Courthouse, Lancaster, Ohio

Comm. Pleas - Judge George McCarthy - Veteran Enhancement Training - Nov. 7-9 - Butler Co., Ohio

EMA Dir. Don Gossel - Present County Dir. Role to EMA Intro Class - Oct. 29th - OH Christian Univ. - Circleville, Ohio
WebEOC Class Linking Local EOC's to Ohio EMA during incidents - Oct. 30th - Ohio EMA

Commissioner Chris Chmiel - Impact Ohio Conf. - Nov. 7th - Athens, Ohio
JoAnn Rockhold, Clerk - CCC/EAPA Mtg. - Nov. 1st - Columbus, Ohio

Auditor Jill Thompson - Hocking/SEORH/ARP Shared Serv. Mtg. - Oct. 29th - Logan, Ohio

~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 October 22, 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: October 29, 2019 - Budget Transfers and Amendments.

(Copied to page 641)

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. 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: Oct. 23rd To: Oct. 29th, 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.

ACBDD BOARD INTERVIEW - JESSE STOCK

A motion was made by Mr. Chmiel and seconded by Mr. Adkins appointing Jesse Stock to the Athens County Board of Developmental Disabilities Board, in the position of Athens County resident interested individual. Term: January 1, 2020, ending December 31, 2023. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

MARK ABDELLA - ACWSD WATER TAP

Mr. Abdella wished to discuss a water tap he purchased in August, for a lot on his property in Stonehill subdivision, outside of The Plains, and questioned why it has not been installed. The Commissioners would like to discuss this further with ACWSD Supt. Rich Kasler before making any decision. Commissioner Eliason will contact Mr. Kasler before next week's meeting.

VETERAN SERVICE OFFICE BUDGET 2020 PRESENTATION - KIM SPENCER

Kim Spencer from the Veteran Service Office presented their 2020 Budget request, telling the Commissioners that with they will be purchasing Holiday turkeys, monthly breakfasts, food vouchers for Veterans, will also check on Farmers Market vouchers. This will be done with funds left from this year, and will continue into next year. She will email flyers to the Commissioners informing them of these events. Commissioner Adkins asked about the new facility located at 510 W. Union Street, and asked them to come up with a plan of their new location/space for them to review.

HOLZER PROCLAMATION - NATIONAL HOME CARE AND HOSPICE MONTH

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Proclamation declaring November 2019 as National Home Care Month in Athens County:

NATIONAL HOME CARE/HOSPICE PALLIATIVE CARE MONTH
NOVEMBER 2019

Whereas, home care services provide high quality and compassionate health care services to more than 5 million Americans annually, especially in times of community or personal health care crisis; and

Whereas, 90 percent of Americans want to age in place, and home care is the preferred method of health care delivery among the disabled, elderly, and chronically ill individuals eager to live independently in their own homes as long as they possibly can;

Whereas, home care services allow families to stay together, and provide for greater health, dignity and comfort in our communities; and

Whereas, home care in the U.S. is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to millions of Americans each year; and

Whereas, two million everyday heroes - including home care nurses, therapists, aides, physicians, social workers, spiritual care providers and others - will travel almost a billion miles in 2019 to deliver care and worked tirelessly to provide professional support to millions of Americans in need of quality health services; and

Whereas, these dedicated home care professionals and volunteers form a support network that continues to play a vital role in health care delivery for our nation's disabled, infirm, and aging population; and

Whereas, Holzer Home Care and Hospice, the National Association for Home Care & Hospice, and thousands of home care agencies across the United States of America have declared the month of November 2019 as National Home Care Month and are calling on all Americans to observe these occasions with appropriate ceremonies and activities;

Now, therefore, be it resolved that we, the Board of Commissioners, do hereby proclaim November 2019 as NATIONAL HOME CARE MONTH in Athens County and encourage the support and participation of all citizens in learning more about the home care and hospice concepts of care for the elderly, disabled, and infirm.

Signed this 29th day of October, 2019

/s/ Lenny Eliason, President

/s/ Chris Chmiel

/s/ Charlie Adkins

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 October 29th, 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 PERMITS

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

From: Ohio Power Company /Brenda Unternaher, Transmission Right of Way Manager

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

Location of work: Hocking Adena Bikeway Lat:39.365770, Lon: 82.116532

Description of Work to be Performed: ADSS Fiber Cable - Ohio Power Co. Will be adding a single ADSS fiber cable to an existing distribution power line

which crosses aerially over the Hockhocking Adena Bikeway, for its internal use only.

Type of Installation: Overhead Line Crossing Road.

Estimated Project Schedule: Start Date: 08/12/2019 Completion Date: 12/31/2019.

Agreed to by: /s/ Pete Spicer, Telecom Engineer

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

From: Spectrum - Charter

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

Location of work: Old SR56 and SR56 to 4901 SR56.

Description of Work to be Performed: Cable - Bore conduit and dig bore pits along route. Bore conduit, dig bore pits at the beginning and end of the project and pull communication lines through the conduit.

Type of Installation: Underground (buried) Line Parallel to Road

Estimated Project Schedule: Start Date: 10/23/2019 Completion Date: 11/15/19

Agreed to by: /s/ Dion Bole

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

From: Frontier Communications

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

Location of work: CR89 Rainbow Lake Road 1005P520 across to customer's property at 11800 Rainbow Lake Road

Description of Work to be Performed: Phone Bore under road for approx. 30' to customer's property and install 1" sub-duct and buried service drop thru bore. This is a new service for customer.

Type of Installation: Underground (buried) Line Crossing Road

Estimated Project Schedule: Start Date: 10/14/2019 Completion Date: 1 Day to Complete.

Agreed to by: /s/ Steve Kisling

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.

ENGINEER RUMA AGREEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following RUMA Agreement, as recommended by County Engineer, Jeff Maiden:

ATHENS COUNTY, OHIO
ROAD USE / MAINTENANCE AGREEMENT for
ELKO AGGREGATE's "Carthage Township Limestone Quarry"

This AGREEMENT (the "Agreement") entered into this day of 2019,
between ELKO AGGREGATES, a limited liability company with headquarters located
at , hereinafter called the "COMPANY" and the BOARD OF COUNTY
COMMISSIONERS OF ATHENS COUNTY, OHIO, hereinafter called the "COUNTY", and CARTHAGE
TOWNSHIP TRUSTEES, of ATHENS COUNTY, OHIO, hereinafter called the "TOWNSHIP";
WITNESSETH:

WHEREAS, that the COMPANY is desirous of using various County and Township roads to haul overweight
and/or oversized equipment and to use the public highways of said County and Township in lieu of executing
numerous special haul permits; and

WHEREAS, the COUNTY is charged with the maintenance of the public highways in the County; and the
TOWNSHIP is charged with the maintenance of the public highways in the Township;

WHEREAS, it is the desire of both the COMPANY and the COUNTY and the TOWNSHIP to preserve and
maintain the public roads that will be used by said COMPANY.

NOW, THEREFORE, BE IT HEREBY AGREED that in consideration of the mutual promises and benefits herein
contained, the COMPANY and COUNTY and TOWNSHIP agree as follows:

1. Exhibit A identifies the location of the portions of the County and Township Roads that Company intends
to use, which portions shall be referred to herein as the "Subject Roads." It is understood and agreed that
Company shall not utilize any County Roads in Athens County other than the Subject Roads.
2. THE COMPANY agrees to maintain the Subject Roads so that ordinary traffic may use the Subject Roads in
as good a condition as the Subject Roads presently are during the time that the COMPANY uses the Subject
Roads and further agrees to restore the Subject Roads at the cessation of the usage by the COMPANY in as good
a condition at least equal to the condition of the surface of the Subject Roads at the time of inception of the usage
by the COMPANY. The existing condition of the Subject Roads shall be documented and recorded by the
COMPANY prior to the commencement of Company's use of the Subject Roads by Video Recording of Subject
Athens County/ Carthage Township/ Elko Aggregates RUMA_9-18-19 Page 1 of5

/

Roads. The COMPANY will provide one copy of the Video Recording of Subject Roads to the Athens County

Engineer prior to the start of the project. Copies of the Video Recording of Subject Roads shall be kept on file at the County engineer's office. The COMPANY and COUNTY and TOWNSHIP agree that there are other users on the Subject Roads and COMPANY will only be responsible for damages directly caused by COMPANY and its agents and subcontractors.

3. The COMPANY and COUNTY and TOWNSHIP can further agree to strengthen or upgrade the Subject Roads as determined by the County Engineer prior to the commencement of hauling operations, if so desired by both parties. The COMPANY agrees to construct widened sections (for "pull-offs") along Blackwood Road (T116), Kincade (T116A), and Vamer (T117) at the designated locations on the attached drawing called "Exhibit B" prior to hauling limestone products on COUNTY and TOWNSHIP ROADS. The COMPANY agrees to construct a primary entrance onto Blackwood Road (T116) at the proposed location shown on the "Exhibit A" map. Company agrees to construct widened sections of roads and/ or repair damaged portions of road as detailed on the Full Depth Repair detail on "Exhibit F".

4. It is further agreed that anytime a dispute arises between the COMPANY and COUNTY and TOWNSHIP with reference to the maintenance or restoration of the Subject Roads that the parties shall inform one another promptly following the occurrence or discovery of such dispute. Authorized representatives for the COMPANY and COUNTY and TOWNSHIP shall make good faith efforts to resolve any dispute arising under this AGREEMENT.

5. In the event the COMPANY fails to comply with the terms of this AGREEMENT and the COUNTY and TOWNSHIP must perform necessary maintenance and/or restoration of the Subject Roads, the COUNTY and TOWNSHIP will make the necessary maintenance and restoration to the Subject Roads that have been damaged and will invoice the COMPANY for labor, materials, equipment, and subcontract costs (if applicable) at the following rates:

- LABOR RATES - Per Exhibit C Attached
 - EQUIPMENT RATES- Per Exhibit D Attached
 - MATERIALS: Aggregates/Asphalt Cold Mix-Hot Mix-Emulsion- Reasonable cost of material
- Athens County/ Carthage Township/ Elko Aggregates RUMA_9-18-19 Page 2 of 5
- SUBCONTRACTOR COSTS - Reasonable subcontract costs

6. Full payment from the COMPANY shall be rendered within 45 days from the receipt of an invoice from the COUNTY (and/or TOWNSHIP). Failure to comply by the COMPANY for a period of 45 days after the COUNTY (and/or TOWNSHIP) has made a written demand upon the COMPANY for such failure to comply shall subject the COMPANY to the requirements of security for future agreements and individual special haul permits for each trip in excess of weight limits utilizing said highway(s).

7. This AGREEMENT shall remain in effect so long as the COMPANY continues to operate vehicles exceeding applicable weight and size limits on the Subject Roads. At such time as the COMPANY might discontinue operating such vehicles on the Subject Roads, the COMPANY may send written notice to the COUNTY of its intent to do so. Upon such notification, all terms and provisions of this AGREEMENT shall become inoperative, except that if there are any obligations of the COMPANY hereunder that remain unfulfilled at the time of such notification, the COMPANY shall remain obligated to fulfill the same.

8. Upon the request of the COMPANY, the COUNTY shall countersign a letter for use by the COMPANY evidencing whether the movement and transportation of overweight and/or oversized equipment on the Subject Roads has been properly permitted by the County and such letter shall be used as evidence of such authorization in lieu of receiving special hauling permits. It is understood that LOAD LIMITS on bridges will be strictly adhered to and overweight and/or oversized equipment shall not be hauled across Bridges with Load Limits unless agreed upon in writing OR a Load Rating Analysis has been done by a qualified engineer registered in the State of Ohio. If the COMPANY is required to obtain a Hauling Permit from the Ohio Department of Transportation (ODOT) for an overweight load I special hauling situation, then it shall submit an Athens County Hauling Permit and Bridge Load Rating for each bridge it crosses to the COUNTY ENGINEER for approval. See "Exhibit A" (Map of County and Township Roads in RUMA). There are no bridges along the current RUMA routes specified in this agreement.

9. In lieu of proper maintenance by the COMPANY, the COUNTY OR TOWNSHIP shall not act on behalf of, nor at COMPANY expense, until the following actions have been taken and conditions exists:

Athens County/ Carthage Township/ Elko Aggregates RUMA_9-18-19 Page 3 of 5

(A). A phone call from the County Engineer's Office or the Carthage Township Trustees stating need for specific maintenance and/or restoration;

(B). COUNTY (and/or TOWNSHIP) has allowed reasonable length of time for COMPANY to perform as per request. Reasonable length of time is hereby defined as being 48 hours, weather permitting, unless otherwise authorized in writing by fax or electronic mail; and

(C). No action taken by COMPANY.

10. Prevailing Wages for public improvements: The COMPANY, upon performing an improvement or repair of the Subject Roads, is required to comply with Ohio Revised Code 4115.03 through 4115.16 when the overall project cost to the COMPANY is fairly estimated to be more than the amount prescribed in 4115.03(B)(4). As of January 1, 2018, the prevailing wage threshold is \$ 27,309.00.

11. This AGREEMENT shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. This AGREEMENT may be amended only by a written agreement signed by the parties. This AGREEMENT shall be binding on the parties and upon the COMPANY'S successors and assigns.

12. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

13. This Agreement shall be governed by the laws of the State of Ohio.

14. The COMPANY agrees to provide a Road Maintenance Bond to the Athens County Commissioners, 15

S. Court Street. Athens, Ohio 45701, in the sum of \$100,000 for the Athens CR 65/ US 50/ Twp. Rd. 117 Intersection; and to provide a Road Maintenance Bond to the Carthage Township Trustees for \$ 390,000 for Township Roads covered in this agreement. See Exhibit A for the location of the County and Township Roads covered under this agreement, and Exhibit E for Road Maintenance Bond calculations.

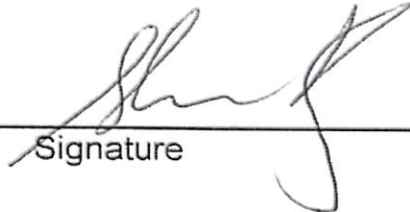
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year above written.

Athens County/ Carthage Township/ Elko Aggregates RUMA_9-18-19

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COMPANY:

ELKO AGGREGATES



Signature

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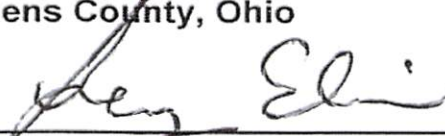
Name (Print)

OWNER

Title

COUNTY:

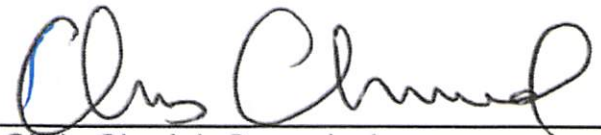
**Board of County Commissioners
Athens County, Ohio**



Lenny Eliason, President



Charlie Adkins, Commissioner



Chris Chmiel, Commissioner

Carthage Township Trustees



Robert Pullins, Trustee

Chris Nutter, Trustee



Ranson Callaway, Trustee

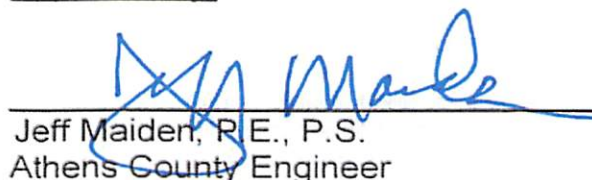
Approved as to Form:



Athens County Prosecutor's Office

10/22/19

Approved by:



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

Athens County Engineer

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

HEALTH INSURANCE INCENTIVE RESOLUTION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Health Insurance Incentive Resolution, for employees not enrolled in the County Insurance Plan::

HEALTH INCENTIVE RESOLUTION

WHEREAS, the Athens County Commissioners find that certain County Employees are able to obtain Health/Hospital Insurance from another source outside of County employment; and

WHEREAS, the Athens County Commissioners further find, if any employee obtains insurance from an outside source it would be a financial benefit to Athens County; and

WHEREAS, the Athens County Commissioners agree to offer a cash incentive up to One Thousand Eight Hundred Dollars (\$1,800.00) to employees who obtain Health/Hospital Insurance from another source besides the County; and

WHEREAS, the Athens County Commissioners further find that this resolution can be superseded by Union Contract Agreements and departments governed by their own respective boards and is subject to the amounts specified by those boards and respective collective bargaining agreements; and

NOW, THEREFORE, BE IT RESOLVED that any employee of a department of Athens County that receives its funding from the County General Fund shall receive up to One Thousand Eight Hundred Dollars (\$1,800.00) cash incentive (prorated if less than a year) on a payday in December 2020.

BE IT FURTHER RESOLVED, that any employee who obtains Health/Hospital Insurance from an outside source, and is not receiving benefits from any County Health insurance Program, must sign a release stating that they have obtained Health/Hospital Insurance from an outside source, show proof of insurance and agree to dismiss Athens County from its obligation to provide said insurance, and hereby release Athens County from any liability for not providing insurance.

BE IT FURTHER RESOLVED that, if, for any reason, any employee's outside insurance is terminated during 2020, the County will re-admit the employee to the County Plan, based upon the County's insurance company's approval and the employee will receive the cash incentive on a pro rata basis.

This resolution shall take effect upon its signing this 29th day of October, 2019.

Board of Commissioners
/s/ Lenny Eliason, President
/s/ Chris Chmiel, Vice-President
/s/ Charlie Adkins

ATTEST:
/s/ JoAnn Rockhold, Clerk

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

AEP INCENTIVES FOR EMS STATION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to authorize Commissioner Chmiel to apply to AEP for incentives for the new EMS Station Building.

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

COUNTY PLANNER - SURPLUS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Surplus Items as recommended by the Health Dept.:

Filing Cabinet (Legal Size. 3 Drawers. Stellcase Brand)

Filing Cabinet (Legal Size. 2 Drawers. Hon Brand)

* Items approved for scrap.

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

BOE PERSONNEL POLICY UPDATE - Precinct Election Official Leave Program XLIV Page 77

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve adding the following Personnel Policy Updates/Form pertaining to the Board of Elections, during Election time:

XLIV. Precinct Election Official Leave Program**Background**

Ohio law now permits public employees of the State of Ohio and its subdivisions to take leave with compensation for the purposes of being a judge of an election. Moreover, this leave does not reduce the accrued sick, vacation, personal, or compensatory leave accrual of the participating employee. This program is initially only applicable to non bargaining employees (hereafter "employees") as participation of collective bargaining employees is a matter for negotiation under collective bargaining process. The negotiation process may be initiated immediately upon approval of this initiative by the receptive appointing authorities.

Requests

Any employee who is a registered voter of Athens County and meets the other requirements established by the law and the Athens County Board of Elections may request Precinct Election Official Leave with pay for the purposes of being a judge of an election engaged by the Athens County Board of Elections.

The employee must obtain written authorization for paid Precinct Election Official Leave from the employee's appointing authority, or designee prior to contacting the Board of Elections to register as a judge of an election. The designee for those agencies under the purview of the Board of Commissioners shall be the directors of the various agencies.

The appointing authority, or designee, reserves the right to reject an application based on operational need. Should several employees apply who perform similar functions and operational needs dictates that not all may participate, then priority shall be given by the appointing authority, or designee, on the basis of the order in which applications are received.

The Board of Elections reserves the right to refuse to place an employee with prior approval for Precinct Election Official leave if the employee's services are not needed on Election Day. In such an instance, the employee must report to work during the employee's regular work hours. Lastly, the Board of Elections may give priority to employees who have served as judges in prior elections.

Training

The employee may be required to attend paid Precinct Election Official training courses as mandated by Ohio Law and conducted by the Athens County Board of Elections. The employee should make every effort to attend said training courses outside of the employee's regular working hours. Should the employee choose to attend training courses during the employee's regular working hours, such leave is not covered under the Precinct Election Official Leave Program and requires a prior request and authorization for leave with vacation, personal, or compensatory pay. Leave without pay will not be permitted to attend Precinct Election Official training course.

Duration

Approved Precinct Election Official Leave covers only the employee's regular working hours on the day of an election that the Athens County Board of Elections engages the employee as a judge of elections.

The normal Election Day workday is 6:00 a.m. until 8:00 p.m., or until all elections responsibilities are completed.

The employee's prompt return to work on the employee's next regular working day is expected and violation of such is subject to the normal policies and procedures of the employee's appointing authority.

Employees absent without prior authorization are subject to be charged with an unauthorized absence and disciplinary action up to and including dismissal.

Compensation and Selection

An employee using Precinct Election Official Leave is entitled to the regular compensation awarded to judges of elections under Ohio Law and as established by the Athens County Board of Elections in addition to the employee's Precinct Election Official leave with pay. As verification that the employee served as a Precinct Election Official on Election Day, the employee shall submit a copy of the employee's poll worker paycheck or pay-stub provided by the Board of Elections subsequent to each election worked.

Collective Bargaining Member Participation

The participation of collective bargaining members as precinct election officials is both sought and welcome. Consequently, appointing authorities that administer one or more collective bargaining agreements are encouraged to meet and negotiate the terms and conditions by which the collective bargaining members may participate

Athens County Election Official Assignment Request Form

I, _____, have been certified and selected as an election official by the Athens County Board of Elections and wish to be assigned to work as an election official for the to be held on _____ and attend any related training for my assignment.

Employee Signature

Date

Approved
Denied

Supervisor's Signature

Date

Director's Signature

Date

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

DJFS CONTRACT - SERENITY GROVE WOMEN'S RECOVERY HOUSE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Subgrant Agreement, as recommended by DJFS:
Athens County Job & Family Services
Subgrant Agreement

RECITALS:

This Subgrant Agreement is entered into between the Athens County Department of Job and Family Services (hereafter referred to as "ACDJFS") and the Serenity Grove Women's Recovery House, (hereinafter referred to as "SUBGRANTEE") on the 29th day of, October, 2019.

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 Workforce Development Board Catalog of Federal Domestic (CFDA) numbers 17.277, award program year 2019-2021, awarded by the United States Department of Labor.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions and requirements governing the administration and use of the financial assistance received by or use by the SUBGRANTEE pursuant to this Subgrant Agreement. SUBGRANTEE agrees to provide: peer recovery support of residents who are in recovery for substance use disorders as detailed in the position description.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

A. This Subgrant Agreement will be in effect from November 1, 2019 through February 28, 2021 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date. In accordance with applicable federal, state and local laws and regulations, ACDJFS reserves the right to extend this Subgrant Agreement for up to one (1) year through February 28, 2022, upon mutual agreement, based on performance, continuity of services and availability of federal, state and/or local funding.

ARTICLE V. AMOUNT OF SUBGRANT /PAYMENTS

A. This grant is in the total amount of Twenty-Four Thousand Eight hundred and Seventy-Three and no one hundredth dollars (\$24,873.00) for the Subgrant period. Copy of full agreement on file in Commissioner's Office.

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

DJFS AIR CHILD CARE PROVIDER TRAINING AGRMT.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing DJFS Dir. Jean Demosky to sign the following SOW 001 for Agreement to Perform Training Services to Athens County Department of Job and Family Services:

This SOW#001 (hereinafter called the "SOW") effective as of November 1, 2019, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. Total Value: \$15,000.00. . Period of Performance : The services shall commence on November 1, 2019 and shall continue through October 31, 2020. Copy of full agreement 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.

US50 SEWER - RADFORD RD. LIFT STATION SITE PERMANENT RIGHT OF WAY EASEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Radford Road Lift Station Site Easement for the US50 Sewer Project:

**PERMANENT RIGHT-OF-WAY
EASEMENT**

(For Ingress & Egress)

WHEREAS, the GRANTOR(S) herein are either conveying certain land to the Board of Commissioners of Athens County and the County of Athens for a Sewer Lift Station Site, or have already conveyed a Sewer Easement to said GRANTEE, in relation thereto; and
WHEREAS, said GRANTOR(S) now wish to make it doubly clear, that ingress & egress access to such Lift Station is also conveyed to said GRANTEE.

NOW THEREFORE, GRANTOR(S) the Board of Commissioners of Athens County hereby convey to the Board of Commissioners, Athens County Ohio, The County of Athens, Ohio, its Successors and Assigns forever, 15 S. Court St., Room 234, Athens, OH 45701 , a Right-of Way Easement across, over, on and through the following property of GRANTOR, which also includes ingress & egress for purposes of obtaining access to GRANTEE's adjoining Sewer Lift Station Site:

***SEE ATTACHED EXHIBIT A, A PLAT PREPARED BY
HDR ENGINEERING DATED 9/10/2018, WITH THE INGRESS
AND EGRESS ROUTE SHADED IN BLACK***

GRANTEE is responsible for construction, restoration, and maintenance of any roadway required to gain access to its Sewer Lift Station.

GRANTOR's

Last Deed Ref: Vol. 327, Page 161 Athens County Deed Records

Parcel No: A010010040400

GRANTORS:

BOARD OF COMMISSIONERS OF
ATHENS COUNTY

By/s/ Lenny Eliason, President

DESCRIPTION OF A 0.022 ACRE PARCEL

Situated in Athens Township, Athens County, State of Ohio

Being a 0.022 acre parcel of land located in Section 25, Lease Lot 118, Township 9 North, Range 14 West, Ohio Company Purchase, Athens Township, Athens County, State of Ohio, and being part of a 0.925 acre parcel as conveyed to The Board of Athens County Commissioners by a deed recorded in Deed Book 327 at Page 161 of said county deed records, and being more fully described as follows:

Beginning at an iron pin set at the northeasterly corner of said 0.022 acre tract, from which a 314" iron pin found being the northeasterly corner of Lease Lot 118 bears N 74° 20' 10" E, 113.47 feet for reference;

With a new division line through said 0.925 acre parcel, the following 4 courses:

Course No. 1: Thence, S 50° 36' 45" W, 34.00 feet, to an iron pin set;

Course No.2: Thence, N 39° 30' 41" W, 27.72 feet, to an iron pin set;

Course No.3: Thence, N 50° 47' 37" E, 34.02 feet, to an iron pin set;

Course No.4: Thence, S 39° 29' 08" E, 27.61 feet Point of Beginning, containing 0.022 acres, more or less, and being subject to all legal rights of way and easements of record.

Bearings, coordinates and distances are based on Ohio State Plane (South Zone) Grid, NAD83 (CORS 2011) datum.

Plat of survey is attached hereto and made a part thereof.

All iron pins set being 5/8" x 30" rebar with plastic cap stamped "Buckley Group - 04153".

This description was prepared under the direct supervision of Ryan D. Buckley, Registered Surveyor No. 8676 and is based on a field survey performed by Buckley Group, LLC completed in July 2019.

Date July 9, 2019

(Documents copied to pages 642-644).

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

ATHENS SOIL & WATER CONSERVATION DISTRICT VACANCY ANNOUNCEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Vacancy Announcement to be distributed through the County email system, as well as posted on the County Website:

VACANCY ANNOUNCEMENT**Urban Stormwater Specialist**

The Athens Soil and Water Conservation District (SWCD) is accepting applications for a full time, 32 hours per week, Urban Stormwater Specialist. The position is subject to a 180 day probationary period. This position will be employed by the Athens SWCD Board of Supervisors and will be under the general supervision of the District Manager.

Qualifications: A bachelor degree in conservation, natural resources, engineering, or other related field ; two years' experience in the urban conservation field preferred, accreditation or in-training as a Certified Professional in Erosion and Sediment Control (CPESC) preferred; or equivalent combination of education and experience.

Starting salary: \$18.00 - \$20.00/per hour to commensurate with experience and education . - Benefits: Medical, dental and vision insurance, Public Employees Retirement System (PERS), workers compensation, life insurance, paid holidays, and annual and sick leave.

Application and job description is available at the Athens SWCD Office, 69 S Plains Road, The Plains, Ohio 45780, by calling 740-797-9686, or on the Athens SWCD website www.athensswcd.com. Application and resume must be returned to the Athens SWCD office by 4:00 pm on November 8, 2019.

The Athens SWCD is an equal opportunity employer.

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

691 LANDFILL ANNUAL CONTRACT / SCOPE OF SERVICES 2020

Cost Estimate for Monitoring at Athens County 691 Landfill - 2020 Athens County Commissioners

PROPOSED SCOPE OF SERVICES

Eagon & Associates, Inc. proposes the following scope of services:

Task 1 n Semiannual Detection and Corrective Measures Groundwater Monitoring

Eagon will conduct two semiannual groundwater sampling events, Spring and Fall of 2020 at the 15 monitoring wells, plus the ditch sampling location at the site. An annual leachate sample will be collected for the annual solid waste report. Also included in this task are costs for two resampling events. We will make well repairs, as necessary, which can be completed with available equipment and materials. If there are more significant well integrity issues that are observed, such as cement pads that need replaced or casing integrity issues, this will be discussed with the Athens County Commissioners. This task includes coordinating with the laboratory, sample collection, and

documentation. The laboratory costs are not included herein but are listed on the bottom of the attached budget spreadsheet.

Eagon will develop a sampling schedule for the year and provide a reminder notification to the Athens County Commissioners approximately one week before the sampling event. We will also coordinate with the analytical laboratory regarding the number and types of analyses to be conducted, including sample bottle shipping and labeling requirements. We will collect site-wide groundwater level measurements in all monitoring wells prior to conducting any groundwater sampling, inspect the monitoring wells during each sampling event, and collect groundwater samples and the appropriate number of QA/QC samples according to the methods outlined in the current sampling and analysis plan. We will complete all relevant documentation including field notes, sample collection records, and chain of custody, and deliver samples to the laboratory via overnight courier.

Task 2. Semiannual Groundwater Monitoring Reports

Eagon will prepare a report documenting the sampling event pursuant to OAC 3745-27-10 after completion of each semiannual sampling event. The analytical data will be checked for completeness and evaluated for data anomalies and discrepancies prior to submittal. The semiannual data will be analyzed using the Sanitas statistical program. The report will contain the results of the statistical analyses, data summary tables, field documentation, water-level data, potentiometric maps, chain-of-custody forms, and the complete laboratory data package. Once finalized, the report will be submitted to Ohio EPA within 75 days of the sampling event. This task includes time to prepare two alternate source demonstrations.

Additionally, Eagon & Associates will prepare quarterly reports on the corrective measures activities.

Task 3. Annual Solid Waste Reporting

Eagon & Associates, Inc. will prepare the annual post closure report for 2019 and submit to Ohio EPA by April 1, 2020.

Task 4. Yearly and Quarterly NPDES Sampling and Reporting

This task includes the costs associated with performing quarterly sampling events at Final Outfall - 001 and an annual sampling event at both the influent monitoring location and the effluent outfall location. It will be attempted to combine two of the quarterly events and the annual event with the semiannual groundwater sampling events if there is flow at the NPDES sampling locations. However, for cost estimating purposes, it is assumed that the quarterly events will be separate events. This task includes some time for responding to Ohio EPA comments on the NPDES sampling results. As stated in Task 1, the laboratory costs are not included herein, but are listed at the bottom of the attached budget spreadsheet.

Eagon will also perform the reporting requirements required by the NPDES permit, which consists of updating and electronically submitting the quarterly discharge results through the Electronic Discharge Monitoring Report Submission (eDMR).

Task 5. Semiannual Landfill Gas Measurements and Reporting

Eagon will conduct semiannual landfill gas (LFG) measurements at the three punchbar locations on the south side of the landfill. The results will be submitted to Ohio EPA in two semiannual LFG monitoring reports.

Task 6. Quarterly Site Inspection and Reporting

Eagon will conduct quarterly site inspections of the landfill cap and leachate collection system components. Items needing repair will be brought to the attention of the Athens County Commissioners. Quarterly inspection reports will be prepared and submitted to Ohio EPA.

Task 7. Update Statistical Analysis Program

Eagon will update the Statistical Analysis Program for Detection Groundwater Monitoring to incorporate the compliance period data into the background period. This update will also include a request for Ohio EPA approval to add parameters that have been previously identified as statistically significant increases.

ESTIMATED COSTS

The estimated cost for hydrogeologic consulting services to complete the above work scope is \$48,343.00 as itemized below for each task. Note that the laboratory costs are separate from the estimated costs shown below and will be billed directly by the laboratory.

Task 1.	Semiannual Detection and Corrective Measures	
	Groundwater Monitoring (2 events, plus 2 resamples)	\$15,470.00
Task 2.	Semiannual Groundwater Monitoring Reports	\$11,528.00
Task 3.	Annual Solid Waste Reporting	\$1,371.00
Task 4.	Yearly and Quarterly NPDES Sampling and Reporting	\$5,818.00
Task 5.	Semiannual LFG Measurements and Reporting	\$2,062.00
Task 6.	Quarterly Site Inspection and Reporting	\$7,106.00
Task 7.	Update Statistical Analysis Program	\$4,988.00
		\$48,343.00

Note that the analytical laboratory costs are not included in this proposal. Geochemical Testing Inc.'s cost for analytical testing for the two semiannual groundwater events, typical resampling, leachate analysis, and NPDES sampling is \$11,024.50. A breakdown of our costs to perform the work as described herein is provided on the attached

spreadsheet. Billings will be in accordance with the attached fee schedule. We will not exceed the total cost without a mutually agreeable change in work scope and your authorization. Acceptance of this proposal will constitute a contract to execute the work scope as defined herein and provide a corresponding basis for payment. You may indicate your acceptance of this proposal and provide us with formal authorization to proceed by returning one signed copy of the attached Exhibit A to our office.

(Signature page copied to page 645).

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

LANDBANK / COMMISSIONERS / (HAPCAP) LEASE AGREEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Lease Agreement - Term: 45 days, Commissioner Chmiel stated they will revisit the agreement if further time is needed:

LEASE AGREEMENT

THIS AGREEMENT, made and entered into the 5th day of November, 2019, by and between Board of Commissioners of Athens County, Ohio, hereinafter called the "Lessor" and Hocking Athens Perry Community Action, 3 Cardaras Drive, Glouster, Athens County, Ohio 45732; and Athens County Land Reutilization Corporation, 15 South Court Street, Athens, Athens County, Ohio, hereinafter called the "Lessee".

WITNESSETH:

That for and in consideration of the covenants, considerations, promises and agreements herein contained, said Lessor agree to lease to Lessees the following: property located at 13183 State Route 13, Millfield, Athens County, Ohio, referenced in Volume 24, Page 41, Deed Records of Athens County, Ohio, and specifically the Lessor-owned barn on the property, a photograph of the building is attached hereto as Exhibit A, for use by Lessees, as space to be specifically used for storage relating to Lessees' business purposes. Lessor further grants Lessees ingress and egress to get to the Lessor-owned barn located on the property, and which said covenants, considerations, promises and agreements are as follows:

1. **USE.** The premises will be used and occupied by Lessees in a careful, safe, and proper manner. Lessees shall only use the premises in a manner is for its business-related purposes.

a. **Hazardous Activities.** Lessees will not carry on or allow any activity or use of the premises considered extra-hazardous for insurance purposes, nor will Lessees do any act which will invalidate insurance coverage on the structure or premises or cause an increase in premiums. Lessees will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measures to protect the safety of persons and property.

b. **Laws and Regulations.** Lessees will abide by all applicable federal, state and local laws and regulations respecting the premises and its occupancy and use and will not use the premises or allow the same to be used for any unlawful purpose.

2. **TERM.** The term of the Agreement is for a period of 45 days, (0_) years commencing the 5th day of October, 2019 and ending the 19th day of December 2019.

PAGE 2 - LEASE AGREEMENT

Any party may terminate this Agreement, by providing the other party at least ninety (90) days written notice of intent to terminate this Agreement prior to annual due date of rent payment.

3. **RENT.** Lessees each agree to pay as a yearly rent for the lease of said Lessor-owned barn, the sum of One Dollar (\$1.00), which is due and payable the first of December on each year. each Lease payments shall be made to Athens County Commissioners and shall be provided to the Lessor's address given above or at such other place as Lessor may designate in writing.

4. **UTILITIES.** Lessor shall be responsible for all other utility services, if any apply.

5. **MAINTENANCE.** Lessees shall be responsible for cleaning and maintaining the space during the Lease period, except for reasonable wear and tear. Lessor shall be responsible for the structural portions of the space. No alterations or additions to the premises will be made by Lessees without the prior written consent of Lessor. Lessees will not commit or allow any waste on the premises.

6. **PERSONAL PROPERTY.** Lessees are solely responsible for all tangible and intangible personal property located on the premises that belongs to Lessees or their agents, employees, licensees, or invitees.

7. **INDEMNIFICATION.** Lessees will indemnify and save Lessor harmless against all loss, damage, expense, costs, and reasonable attorney fees incurred by Lessor in discharging any filed or inchoate mechanic's or material's lien arising from Lessees' maintenance or improvement of the premises, or incurred by Lessor in defending or discharging claims for personal injuries or property damage asserted or perfected against Lessor and arising out of the use and occupancy of the premises by Lessees or their agents, employees, or invitees.

8. **ENTRY.** Lessees will permit Lessor or its agents to enter the premises, at all reasonable times, to examine the premises, make corrections in the structure, or eliminate health and safety hazards.

9. **ASSIGNMENT AND SUBLETTING.** Lessees shall not assign any rights or duties under the lease without the prior written consent of Lessors, which consent shall not be unreasonably withheld, conditioned or delayed.

10. DAMAGE TO PREMISES. If any part of the building or premises is damaged or destroyed without Lessees' fault, rendering the Leased Premises unfit for occupancy, Lessees may surrender possession of the premises and terminate the Lease with respect for all provisions, and will not be liable for any future obligations. Lessees will remain liable only for accrued or unpaid rent and other financial obligations under the Lease.

PAGE 3 - LEASE AGREEMENT

11. DEFAULT.

a. By Lessees. Lessees are in default if: (i) any installment of rent is not paid within ten (10) days after its due date; (ii) Lessees fail to perform any other provision or rectify any deficiency under the Lease within thirty (30) days after written notice to Lessees of breach; (iii) Lessees abandon the premises during the term; (iv) Lessees make an assignment for the benefits of creditors or is subjected to receivership; (v) Lessees' interest in the premises is subjected to execution, attachment, or other legal process; or (vi) Lessees are adjudicated bankrupt in a voluntary or involuntary proceeding.

b. Remedies of Lessor. If Lessees default, Lessor may have the remedies as set forth in Chapter 5321 of the Ohio Revised Code.

12. WAIVER. Waiver by Lessor of any default shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.

13. NOTICES. All notices under this Lease shall be in writing. Unless the party concerned designates another address, notices to Lessor shall be mailed or delivered to the address designated for the payment of rent, and notices to Lessees shall be mailed or delivered to the Leased Premises.

14. BINDING EFFECT. 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. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 5th day of November, 2019.

SIGNED AND ACKNOWLEDGED

IN THE PRESENCE OF:

Witness

Witness

LESSOR

BOARD OF COMMISSIONERS OF

ATHENS COUNTY, OHIO

/s/ Lenny Eliason

Commissioner

/s/ Charlie Adkins

Commissioner

/s/ Chris Chmiel

Commissioner

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named, as Athens County Commissioners, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 29th day of October, 2019.

/s/ JO ANN SIKORSKI

Notary Public

LESSEE

ATHENS COUNTY LAND

REUTILIZATION CORPORATION

/s/ Ric Wasserman

/s/ JoAnn Rockhold

Witness

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named, Ric Wasserman, Landbank, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 4th day of November, 2019.

JOANN SIKORSKI

Notary Public

Approved as to Form:

/s/ Keller J. Blackburn 11/5/19

Athens County Prosecutor's Office

Full copy of agreement on file in Commissioners Office.

(Copied to pages 646-647).

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

SHERIFF VOCA GRANT ACCEPTANCE FORM

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the VOCA and SVAA Grant Award and Acceptance Form - Grant

Period 10/01/2019 - 09/30/2020 - Award Number: 2020-VOCA-132920955 - VOCA Award: \$64,183.68 SVAA Award: \$0.00

(Copied to page 648).

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

BOE ASSIGNMENT REQUEST FORMS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the following list of employees to work for the Board of Elections during the November 5th Election, as needed:

Richard Shreves, Jerry Welch, Peggy Six, Logan Bush, Jeff Gabriel, JoAnn Rockhold, Julie Brooks, Stephanie Morris, Timothy Gretz.

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:

Treasurer Ric Wasserman - Technical Assistance - Oct. 28th - Fairfield Co. Courthouse, Lancaster, Ohio

Comm. Pleas - Judge George McCarthy - Veteran Enhancement Training - Nov. 7-9 - Butler Co., Ohio

EMA Dir. Don Gossel - Present County Dir. Role to EMA Intro Class - Oct. 29th - OH Christian Univ. - Circleville, Ohio
WebEOC Class Linking Local EOC's to Ohio EMA during incidents - Oct. 30th - Ohio EMA

Commissioners Chris Chmiel - Impact Ohio Conf. - Nov. 7th - Athens, Ohio
JoAnn Rockhold, Clerk - CCC/EAPA Mtg. - Nov. 1st - Columbus, Ohio

Auditor Jill Thompson - Hocking/SEORH/ARP Shared Serv. Mtg. - Oct. 29th - Logan, Ohio

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

AEP LETTER OF SUPPORT Discussion

Commissioner Eliason was contacted by AEP regarding a House Bill letter of support... he will forward email to the other Commissioners for their review and will discuss the draft further at next week's meeting.

LAW LIBRARY APPOINTMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins re-appointing Melinda Bradford to the Law Library Board. Five (5) year Terms. Begin 01/01/2020 End: 12/31/2024.

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

BID OPENING FORMER ATCO BUILDING 21 Campbell Street, Athens

The following Bids were opened by Commissioner Eliason:

Athens Mold & Machine - Lease Agreement - (1.5 million dollars) \$1,500,000.00 with option to buy.

Port Authority - Bid of \$1,500,000.00 to buy. Contingencies: 90 day due diligence period. Favorable funding secured.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the above mentioned bids.

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

~ No Action at this time - Commissioners to consult with Pro. Atty's office since both amounts are the same, no high bid.

TREASURER RIC WASSERMAN - QUARTERLY UPDATE acknowledge receipt.

County Treasurer, Ric Wasserman updated the Commissioners on the quarterly updates for July through September, stating that the county is on goal for the year. The books have been balanced with the Auditor's office, should be good going forward. Discussion on "Positive Pay", a fraud detection tool. The Treasurer and Auditor will be working with Hocking Valley Bank on an agreement for the County.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt and authorize Commissioner Eliason's signature on the the Quarterly Update reports (July, August, September), from the Treasurer's Office, as presented by Treasurer Ric Wasserman.

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

SHERIFF SMITH - PURCHASE CRUISERS (3) FOR 2020 APPROVED

Sheriff Rodney Smith discussed with the Commissioners his request to purchase three (3) new vehicles for 2020.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Sheriff's request to purchase three (3) new vehicles for the year 2020.

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

A MOTION WAS MADE BY MR. CHMIEL AND SECONDED BY MR. ADKINS TO SUSPEND / ADD TO AGENDA - SARA MARRS-MAXFIELD, EDC, ATHENS CO. PORT AUTHORITY

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

SARA MARRS-MAXFIELD - (AUTHORIZED BY THE ATHENS CO. PORT AUTHORITY BOARD OF DIRECTORS) submitted a withdrawal of their bid (from on the former ATCO building property, located at 21 Campbell Street in Athens).

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the Withdrawal of their bid on the 21 Campbell Street property in Athens. (Former ATCO building).

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

ATHENS MOLD & MACHINE LEASE APPROVED

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Bid / Lease with Athens Mold & Machine, commencing on November 1st, 2019.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of October, 2019, by and between Board of Athens County Commissioners, Athens County, Ohio, hereinafter called the "Lessor" and , Athens Mold and Machine, Inc. hereinafter called the "Lessee".

WITNESSETH:

That for and in consideration of the covenants, considerations, promises and agreements herein contained, said Lessor agrees to lease to Lessee the following: the Old A TCO, Inc. Building located at 21 Campbell Street, Athens, Athens County, Ohio, for use by Lessee. Lessor further grants Lessee ingress and egress to get the property, and which said covenants, considerations, promises and agreements are as follows:

1. **AUTHORITY.** R.C. § 307.09(A) permits Lessor to lease all or portions of buildings acquired by Lessor. Lessor may lease or rent the buildings as part of a lease-purchase agreement.
2. **USE.** The premises will be used and occupied by Lessee in a careful, safe, and proper manner. That Lessee will occupy the building within six (6) months from the date that this Agreement is signed by all parties. The premises shall only be used to further the mission of Lessee and such other lawful uses as may, from time-to-time, be deemed desirable by Lessee. Lessee shall also have the right to use parking areas, if any, for the benefit of Lessee and its employees, invitees, and customers, subject to reasonable regulations established by Lessor for the health, safety, convenience and welfare of all tenants, employees, invitees and customers.
 - a. **Hazardous Activities.** Lessee will not carry on or allow any activity or use of the premises considered extra-hazardous for insurance purposes, nor will Lessee do any act which will invalidate insurance coverage on the structure or premises or cause an increase in premiums. Lessee will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measures to protect the safety of persons and property.
 - b. **Laws and Regulations.** Lessee will abide by all applicable federal, state and local laws and regulations respecting the premises and its occupancy and use and will not use the premises or allow the same to be used for any unlawful purpose.

PAGE 2-LEASE AGREEMENT

3. **TERM.** The term of the Agreement is for a period of twenty-five (25) years commencing the 1st day of November 2019, and ending the 31st day of October, 2044 unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with Paragraph 12 hereof.
4. **RENT.** Lessees agree to pay as a monthly rent for the lease of said premises, the sum of Five Thousand Dollars and 01100 (\$5,000.00), which is due and payable the first day of each month. Lease payments shall be made payable to ID c. II/f6-JS ro-aJ,.,., and shall be provided to the Lessor's address given above or at such other place as Lessor may designate in writing.
5. **OPTION TO PURCHASE.** Lessor grants Lessee an option to purchase the premises at any time after expiration of five years of the Lease, at a price of One Million and Five Hundred Thousand Dollars and 0/100 (\$1,500,000.00) provided Lessee has fully performed the lease and made all payments required. Ninety-Five Percent (95%) of all Monthly Rental payments shall be credited towards the purchase price. In the event of the exercise of this option, Lessor agrees to convey the property to Lessee by general warranty deed free and clear of all encumbrances except the taxes and assessments which under this Lease shall be paid by Lessee. Lessee shall provide Lessor with 60 days advance written notice of its desire to exercise this option.
6. **LESSEE'S DUTIES.** Lessee shall perform or provide the following:
 - a. Payment of all rentals as they become due;
 - b. Occupy the premises in a safe and proper manner;
 - c. Not permit any waste, trash or debris to accumulate on the premises;
 - d. Comply with any applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state or municipal governments relating to Lessee's use and occupancy of the premises;
 - e. Pay for all utilities, including but not limited to, electric, gas, telephone, internet, or other data services;
 - f. Lessee shall not make any changes, alterations or additions to the premises, without first obtaining the express written consent of Lessor, not to be unreasonably withheld, conditioned or delayed;
 - g. Lessee agrees to perform ordinary maintenance to the premises. Lessee shall report all needed repairs to Lessor as soon as said needed repair comes to the attention of Lessee. Failure to timely report needed repair to Lessor may result in Lessee becoming financially responsible for any additional repairs and damages to the premises; and
 - h. Lessee shall be responsible for all repairs of damage to the premises caused by the misuse or neglect by Lessee;
7. **LESSOR'S DUTIES.** Lessor promises to allow Lessee to peaceably and quietly enjoy the premises, during the term, without hinderance by the Lessor or any persons lawfully claiming under the Lessor.
8. **INSURANCE.** Lessee shall at all times during the term of this Lease, maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property

damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the use or occupation of the premises. To protect Lessor's interest, Lessee shall provide satisfactory written proof, acceptable of insurance to Lessor to assure that appropriate levels of financial responsibility are being retained. Failure of Lessee to comply with this clause shall constitute a material breach of this Lease.

9. INDEMNIFICATION. Lessee will indemnify and save Lessor harmless against all loss, damage, expense, costs, and reasonable attorney fees incurred by Lessor in discharging any filed or inchoate mechanic's or material's lien arising from Lessee's maintenance or improvement of the premises, or incurred by lessor in defending or discharging claims for personal injuries or property damage asserted or perfected against Lessor and arising out of the use and occupancy of the premises by Lessee or their agents, employees, or invitees.

10. ENTRY. Lessee will permit Lessor or its agents to enter the premises, at all reasonable times during normal business hours upon 48 hours advance written notice, to examine the premises.

11. ASSIGNMENT AND SUBLETTING. Lessee shall not assign any rights or duties under the lease or sublease the premises in whole or in part without the prior written consent of Lessors.

PAGE 4- LEASE AGREEMENT

12. DEFAULT.

a. By Lessee. Lessee is in default if: (i) any installment of rent is not paid within thirty (30) days after its due date; (ii) Lessee fails to perform any other provision or rectify any deficiency under the Lease within thirty (30) days after written notice to Lessee of breach; (iii) Lessee abandons the premises during the term; (iv) Lessee makes an assignment for the benefits of creditors or is subjected to receivership; (v) Lessee's interest in the premises is subjected to execution, attachment, or other legal process; or (vi) Lessee is adjudicated bankrupt in a voluntary or involuntary proceeding.

b. Remedies of Lessor. If Lessee defaults, Lessor may have the remedies as set forth in Chapter 5321 of the Ohio Revised Code.

c. By Lessor. Lessor is in material default of any terms or provisions of this Lease and shall so remain for a period of thirty (30) days without cure after Lessor's receipt of Lessee's Notice to Lessor of such default, then Lessee may give notice of termination to Lessor upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice. Upon the date specified in said notice of termination, the term of this Lease shall expire and terminate as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease.

13. WAIVER. Waiver by Lessor of any default shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind

14. NOTICES. All notices under this Lease shall be in writing. Unless the party concerned designates another address, notices to Lessor shall be mailed or delivered to the address designated for the payment of rent, and notices to Lessee shall be mailed or delivered to the Leased Premises.

15. BINDING EFFECT. 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.

PAGE 5- LEASE AGREEMENT

16. SEVERABILITY. If any provision of this Lease, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable shall not be affected; and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

17. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this Lease shall not be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 29th day of October, 2019.

SIGNED AND ACKNOWLEDGED LESSOR

IN THE PRESENCE OF: BOARD OF ATHENS COUNTY COMMISSIONERS

/s/ JoAnn Rockhold

Witness

/s/ Stephanie Morris

Witness

/s/ Lenny Eliason

Commissioner

/s/ Chris Chmiel

Commissioner

/s/ Charlie Adkins

Commissioner

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named, Athens County Commissioners, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 29th day of October, 2019.

/s/ JoAnn Sikorski

Notary Public

PAGE 6 - LEASE AGREEMENT

LESSEE

/s/ Witness

Athens Mold and Machine, Inc.

/s/ Witness

By: /s/ Thomas Thornton, President

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named Thomas Thornton, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 25th day of October, 2019.

/s/

Notary Public

This instrument prepared by: Keller J. Blackburn

Athens County Prosecuting Attorney

(Signature pages copied to page 649).

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

COUNTY PLANNER JESSIE POWERS

County Planner Jessie Powers discussed the Rural Action Grant and remaining Funds of \$3,200.00, she wishes to extend Celestia Hathhorn's employment through the next thirty (30) days at \$15.00 hour, using those remaining funds. She will have the Prosecuting Attorney draft an agreement.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the Agreement, pending the draft by the Pro. Atty's office, to extend Celestia Hawthorne's term of employment for the next 30 days at \$15.00 per hour.


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

~ Also discussed with the Planner, the following: The Albany Community Challenge team identified a connector trail from Albany to Lake Snowden as a potential improvement project for their community. Research would need to be done to understand potential routes for this trail. The Planner's office asked Stantec Engineering (Village of Albany's Engineering Firm) for a quote to do the preliminary research and layout for potential trail routes - the quote was \$4,500. This was discussed as a project the Commissioners may want to contribute funds to support. Commissioner Eliason suggested that they work with the township first

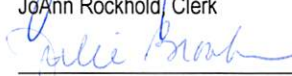
ADJOURN

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



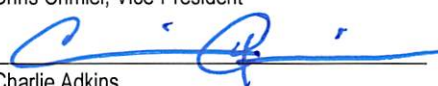
Julie Brooks, Assistant Clerk



Lenny Eliason, President



Chris Chmiel, Vice-President



Charlie Adkins

Record Number	Year	Per	Journal	Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2019	10	423	10/22/2019	4877clucas	Approp	2,433.10	0.00	Unbalanced
2	2019	10	506	10/23/2019	4877jconrath	INCREASE	2,000.00	0.00	Pending Approval
3	2019	10	507	10/23/2019	4877smorris	APPROP	11,800.00	0.00	Pending Approval
4	2019	10	508	10/23/2019	4877mrhoades	Mag Pay	2,000.00	2,000.00	Pending Approval
5	2019	10	537	10/25/2019	4877mmilum	Transfers	7,050.00	7,050.00	Pending Approval
6	2019	10	540	10/25/2019	4877tthatcher	transfer	1,000.00	1,000.00	Pending Approval
7	2019	10	558	10/28/2019	4877mmilum	Approp	1,000.00	0.00	Pending Approval

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

**PERMANENT RIGHT-OF-WAY
EASEMENT
(For Ingress & Egress)**

WHEREAS, the GRANTOR(S) herein are either conveying certain land to the Board of Commissioners of Athens County and the County of Athens for a Sewer Lift Station Site, or have already conveyed a Sewer Easement to said GRANTEE, in relation thereto; and

WHEREAS, said GRANTOR(S) now wish to make it doubly clear, that ingress & egress access to such Lift Station is also conveyed to said GRANTEE;

NOW THEREFORE, GRANTOR(S) the Board of Commissioners of Athens County hereby convey to the Board of Commissioners, Athens County Ohio, The County of Athens, Ohio, its Successors and Assigns forever, 15 S. Court St., Room 234, Athens, OH 45701, a Right-of Way Easement across, over, on and through the following property of GRANTOR, which also includes ingress & egress for purposes of obtaining access to GRANTEE's adjoining Sewer Lift Station Site:

*** SEE ATTACHED EXHIBIT A, A PLAT PREPARED BY HDR ENGINEERING DATED 9/10/2018, WITH THE INGRESS AND EGRESS ROUTE SHADED IN BLACK ***

GRANTEE is responsible for construction, restoration, and maintenance of any roadway required to gain access to its Sewer Lift Station.

GRANTOR'S
Last Deed Ref: Vol. 327, Page 161 Athens County Deed Records
Parcel No: A010010040400

GRANTORS:

BOARD OF COMMISSIONERS OF
ATHENS COUNTY

By: [Signature]
President

STATE OF OHIO)
COUNTY OF ATHENS)

Before me, a Notary Public, in and for said County and state, personally appeared Lenny Eliason, GRANTOR(S), who acknowledged that he did sign the foregoing document and the same was his free act and deed, and the free and authorized act and deed of the Board of Commissioners of Athens County, Ohio.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Athens, Ohio, this 29 day of October, 2019.

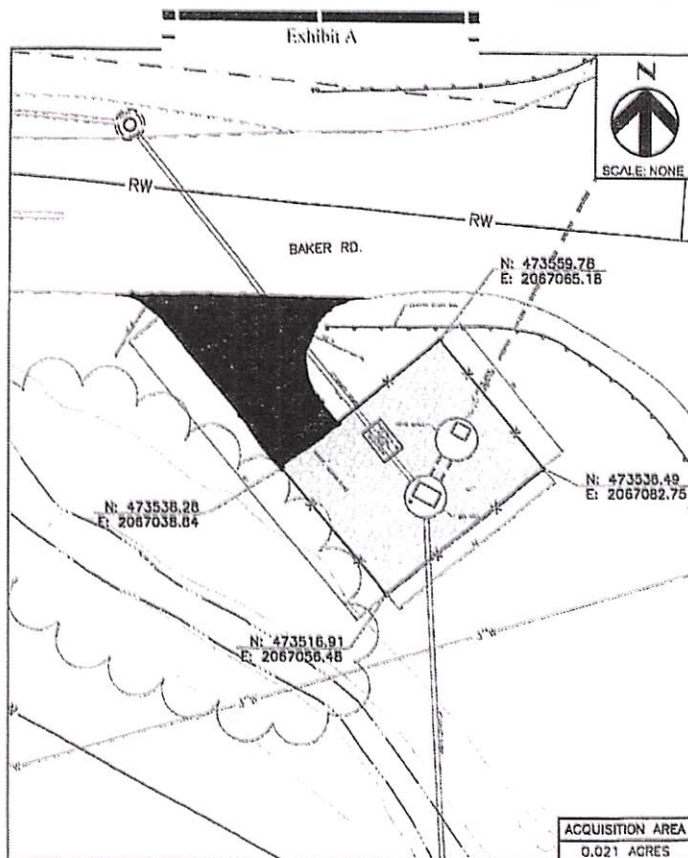


JO ANN SIKORSKI
Notary Public
In and for the State of Ohio
My Commission Expires
August 3, 2020

[Signature]
Notary Public

My Comm. Expires: 8/3/2020

This Instrument Prepared By: Frank A. Lavelle, Attorney at Law, LAVELLE LAW OFFICES, L.P.A., 8 North Court St., 2nd Floor, P.O. Box 661, Athens, OH 45701-0661, (740) 593-3347.
S. Ohio Equal Access Act: Sewer District Property Groups 101 STATE-OWNED Stations *Athens County Commissioners' Board
101001100 WATT 2018 10/10/2018 10/10/2018 10/10/2018



ATHENS COUNTY COMMISSIONERS
RADFORD RD.
PARCEL - A010010040400
LIFT STATION LAND ACQUISITION

DATE
9/10/2018

B



**AGREED DIVISION OF VALUATION
IN TRANSFER OF LAND AND LOTS**
Revised Code, Sec. 319.20

Athens, Ohio

TO THE AUDITOR OF ATHENS COUNTY:

We, the undersigned owners of the following described property, to-wit:

R.T.S. R 14, T 9, S 25	What Part	No. of Acres	Value of Land	Value of Bldgs.	TOTAL VALUE
Parcel No. A010010040400		0.930	2.050	0	2.050
Lot No. and SUB. or ADD.	What Part	Feet Front	Value of Land	Value of Bldgs.	TOTAL VALUE

NAME	Acres	What Part of Lot	Value of Land	Value of Bldgs.	TOTAL VALUE
Board of Commissioners, Athens County, Ohio	0.022				
Board of Commissioners, Athens County, Ohio	0.908				

THE PARTIES HEREBY AGREE TO THE DIVISION OF VALUATION AS DETERMINED
BY THE COUNTY AUDITOR.

GRANTOR:

ATHENS COUNTY BOARD OF
COMMISSIONERS, AKA THE BOARD
OF COMMISSIONERS OF ATHENS
COUNTY

BY:

Frank Lavelle, Esq.

GRANTEE:

ATHENS COUNTY BOARD OF
COMMISSIONERS, AKA THE BOARD
OF COMMISSIONERS OF ATHENS
COUNTY

BY:

Frank Lavelle
Frank Lavelle, Esq.

Y:\Athens County\Athens County Survey District Property Change\FILED\STAMP\PCAT\010010040400\Athens County Commissioners\Board
Re-Agreed Division of Valuation - In Transfer of Land and Lots

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT the Board of Commissioners, Athens County, Ohio, the GRANTOR, claiming title by or through instrument recorded in Volume 327, Page 161 Athens County Deeds Records, for valuable consideration thereunto given, received to its full satisfaction from the Board of Commissioners, Athens County, Ohio, the GRANTEE, 15 South Court Street, Athens, OH 45701, does hereby

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said GRANTEE, its successors and assigns forever, with general warranty covenants, the following described premises:

*** SEE ATTACHED EXHIBIT A, being a new Survey & Legal Description prepared by Prof. Surveyor Ryan D. Hueckley, Dated 7-19-19, consisting of 0.022 AC ***

Last Reference : Vol. 327, Page 161 Athens County Deed Records
Parent Parcel Number : A010010040400

SUBJECT TO all legal streets and highways, any prior easements, rights of way and unleased leases, restrictions and exceptions of record, if any.

TO HAVE AND TO HOLD the above premises, with the appurtenance thereto belonging, unto the said GRANTEE, and its successors and assigns forever.

AND THE SAID GRANTOR, for itself and its predecessors, hereby covenants with the said GRANTEE, its successors and assigns, that said GRANTOR is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, and further, that said GRANTOR will warrant and defend the same against all claims whatsoever except as provided herein.

Executed this 29 day of October, 2019.

GRANTOR:

BOARD OF COMMISSIONERS, ATHENS
COUNTY, OHIO

BY:

Lenny Elison
Lenny Elison, President

STATE OF OHIO

COUNTY OF ATHENS

Before me, a Notary Public, in and for said County, personally appeared the above named Lenny Elison, who is the President of the Board of Commissioners, Athens County, Ohio, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed and the free and authorized act and deed of said Board of Commissioners, Athens County, Ohio, this 29th day of October, 2019.



JO ANN SIKORSKI
Notary Public
in and for the State of Ohio
My Commission Expires
August 5, 2020

Jo Ann Sikorski
Notary Public
My Comm. Expires: 8/3/2020

This Instrument Prepared by: Frank A. Lavelle, Attorney at Law, LAVELLE LAW OFFICES
L.P.A., 8 North Court St., 2nd Floor, P.O. Box 661, Athens, OH 45701-0661, (740) 593-3347.

Y:\Athens County\Athens County Survey District Property Change\FILED\STAMP\PCAT\010010040400\Athens County Commissioners\Board
Re-Agreed Division of Valuation - In Transfer of Land and Lots



6801 State Route 66 Athens, Ohio 45701
Phone 740-580-0801 Fax 740-580-0904
www.buckleygroup.com

DESCRIPTION OF A 0.023 ACRE PARCEL

Situated in Athens Township, Athens County, State of Ohio

Being a 0.023 acre parcel of land located in Section 25, Lease Lot 118, Township 9 North, Range 14 West, Ohio Company Purchase, Athens Township, Athens County, State of Ohio, and being part of a 0.925 acre parcel as conveyed to The Board of Athens County Commissioners by a deed recorded in Deed Book 327 at Page 151 of said county deed records, and being more fully described as follows:

Beginning at an iron pin set at the northeastern corner of said 0.023 acre tract, from which a W¹ iron pin found being the northeastern corner of Lease Lot 118 bears N 74° 20' 10" E, 113.47 feet for reference;

With a new division line through said 0.925 acre parcel, the following 4 courses:

Course No. 1: Thence, S 50° 36' 45" W, 34.00 feet, to an iron pin set;
Course No. 2: Thence, N 39° 30' 41" W, 27.72 feet, to an iron pin set;
Course No. 3: Thence, N 50° 47' 37" E, 34.02 feet, to an iron pin set;
Course No. 4: Thence, S 39° 29' 08" E, 27.61 feet Point of Beginning, containing 0.023 acres, more or less, and being subject to all legal rights of way and easements of record.

Bearings, coordinates and distances are based on Ohio State Plane (South Zone) Grid, NAD83 (CORS 2011) datum.

Plot of survey is attached hereto and made a part thereof.

All iron pins set being 5/8" x 30" rebar with plastic cap stamped "Buckley Group - 04153".

This description was prepared under the direct supervision of Ryan D. Buckley, Registered Surveyor No. 8676 and is based on a field survey performed by Buckley Group, LLC completed in July 2019.

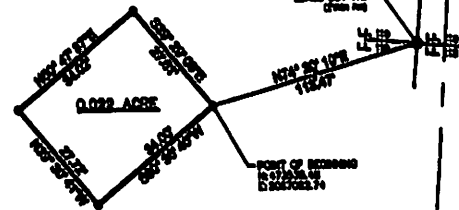
FOR THE RECORDS AND
FILES OF THE
COUNTY ENGINEER
ATHENS COUNTY, OHIO
DATE: 10/29/19

Description Checked for
Mathematical Accuracy
Athens County
ENGINEER'S OFFICE
DATE: 10/29/19

Ex R/W

Ex R/W

BAKER ROAD (109-10)



THE BOARD OF ATHENS COUNTY COMMISSIONERS
ON 10/29/19, 0.023 ACRES

RECORDED
10/29/19
COURTESY

ATHENS COUNTY
ATHENS TOWNSHIP
SECTION 25
TOWN 9, RANGE 14
OHIO COMPANY PURCHASE
STATE of OHIO

Ex R/W

Ex R/W

Ex R/W

Ex R/W

EXHIBIT A

EAGON & ASSOCIATES, INC.
GENERAL CONTRACT CONDITIONS AND AGREEMENT

All proposals submitted by Eagon & Associates, Inc. hereinafter referred to as the CONSULTANT, shall be subject to the following general contract conditions unless any such conditions are specifically waived or modified in writing prior to acceptance of the proposal. This contract pertains to the services set forth in the proposal to be performed for Athens 691 Landfill hereinafter referred to as the CLIENT under the terms and conditions set forth herein.

1. Proposal and Acceptance

The proposal submitted herewith shall become a binding contract when signed and/or accepted by the CLIENT by letter, purchase order, or other written document.

2. Proposal Duration

This proposal shall be valid for 90 days from the proposal date. Subsequent to that date, the CONSULTANT reserves the right to review the basis for payment schedule to allow for changing costs and to adjust estimated starting and completion times.

3. Scope of Work

The scope of work to be performed under this contract is as described in the proposal. The CONSULTANT agrees to perform the work in accordance with the standard of care and skill exercised by comparable consultants performing similar work in the same geographical area as the consultant in performing the services of the type and scope set forth in the proposal. If mutually agreeable to the CLIENT and the CONSULTANT, the CONSULTANT may obtain the services of others to perform certain activities contained in the work scope as defined in the proposal.

4. Basis for Payment

The CONSULTANT will invoice the CLIENT each month for the work performed during the preceding month. Payment shall be made on terms of "net" within 30 days. Past-due balances shall be subject to a 12 percent per month service charge, which service charge to the CLIENT specifically agrees to. There shall be no retainage provision and cash discounts shall not be allowed. All work performed by the CONSULTANT shall be billed in accordance with the fee schedule or basis for payment defined in the proposal and incorporated herein by reference.

In the event of a default in payments in accordance with the provisions of these general specifications and the proposal, the CONSULTANT may, at its option, discontinue further services on the project, or may elect to continue the project upon payment of all previous balances and payment in advance for further services. In the event the CONSULTANT is required to bring any legal action for the purpose of collecting any amounts due it under the terms of this contract and proposal, the CLIENT shall indemnify the CONSULTANT for all reasonable attorney fees and costs incurred in connection with the collection of such account.

5. Site Access

The CLIENT shall be fully responsible for obtaining necessary permission (if the site is not owned by the CLIENT) or making the requisite notification of site personnel to allow the CONSULTANT, its agents, subcontractors, and representatives, to have access to the site at reasonable times through the contract performance. When performing test borings or soil tests pursuant to the scope of work, the CONSULTANT will take reasonable precautions to control damage to the site from use of equipment. However, some damage or alteration may occur and the CLIENT agrees to assume responsibility for such damage or alteration.

6. Underground Utilities

The CLIENT shall be responsible for designating the location of all utility lines and underground structures on the Site. The CLIENT agrees to indemnify, defend, and hold the CONSULTANT harmless for damage to utilities or underground utilities or underground structures which are not correctly located by the CLIENT. The CONSULTANT shall take actions as required to insure reasonable care is exercised in operating equipment in the vicinity of the located utilities.

7. Safety

The CONSULTANT shall be responsible for matters relating to the health and safety of its personnel in performance of the work. The CLIENT shall be responsible for matters relating to the health and safety of its personnel in performance of the work.

8. Discovery of Unanticipated Hazardous Materials

Hazardous or toxic materials may exist at a site which were not anticipated. The CONSULTANT and CLIENT agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. It is agreed that the discovery of unanticipated hazardous materials may make it necessary to take immediate measures to protect human health and safety, and/or the environment. The CONSULTANT agrees to notify the CLIENT as soon as practically possible should unanticipated suspected hazardous materials be encountered. The CLIENT agrees to compensate the CONSULTANT for the additional cost of such work and agrees to indemnify, defend and hold the CONSULTANT harmless from any claim or liability for injury or loss arising from the CONSULTANTS encountering of unanticipated hazardous materials or suspected hazardous materials.

9. Indemnification

To the fullest extent of the law, the CLIENT shall indemnify and hold the CONSULTANT harmless from and against any and all claims, defense costs, including attorneys fees, damages, losses, expenses, and other liabilities arising out of the CLIENTS activities or presence on the site, provided that the CLIENT shall not be required to indemnify the CONSULTANT against liability for damages caused by the negligence or intentional misconduct of the CONSULTANT, its agents, subcontractors, or employees.

10. Insurance

Attached is an insurance schedule describing in detail the various types of liability insurance carried by the CONSULTANT together with the limits of liability in each instance (Exhibit B). The CLIENT acknowledges having been given notice of such insurance. Certificates of such insurance will be furnished to the CLIENT upon request. The CONSULTANT will obtain, if possible, additional or other insurance as requested by the CLIENT at the CLIENTS expense to cover other risks or to increase the limits of liability of existing policies.

11. Confidentiality

The CONSULTANT agrees not to disclose confidential information, directly or indirectly, without the Client's written consent to any third party, or use such information for other than the tasks assigned to the CONSULTANT in the scope of work. The CONSULTANT agrees to obtain and deliver to the CLIENT at the expiration of this Contract, all documents, models, drawings, calculations, memoranda and other materials or records prepared in the course of the CONSULTANTS work if so requested by the CLIENT, except one record set which will be protected as "CLIENT Confidential".

12. Professional Statement

Professional and technical services are and shall be performed to the best of the CONSULTANTS ability. However, the CLIENT understands that findings, analyses, recommendations and reports must of necessity be based upon interpretation of data acquired and compiled as proposed herein. Nothing in this proposal or in the understanding with the CLIENT shall be construed to act as a warranty or guarantee.

13. Work Completion Schedule

The CONSULTANT will make every effort to start and complete the work in schedule as outlined in the proposal-contract. However, the CONSULTANT shall not be held liable or responsible for schedule delays which are beyond the CONSULTANTS control, such delays including but not limited to strikes, labor disputes, riots, civil disturbances, transportation, material shortages, change in scope of work, fires, or acts of God.

14. Severability and Survival

Any element of this Contract later held to violate the law shall be deemed void, and all remaining provisions shall continue in force. However, the CLIENT and the CONSULTANT will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Contract allocating liability between the CLIENT and the CONSULTANT shall survive the completion of this services hereunder and the termination of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by their duly authorized officers

Eagon & Associates, Inc.
By: [Signature]
Alfred C. Raem
President
(Authorized Agent)
Date: October 23, 2019

Athens 691 Landfill
By: [Signature]
PRESIDENT
(Authorized Agent)
Date: 10/29/19

Any party may terminate this Agreement, by providing the other party at least ninety (90) days written notice of intent to terminate this Agreement prior to annual due date of rent payment.

RENT. Lessees each agree to pay as a yearly rent for the lease of said Lessor-owned barn, the sum of One Dollar (\$1.00), which is due and payable the first of October on each year. Lease payments shall be made to Arlene Gault and shall be provided to the Lessor's address given above or at such other place as Lessor may designate in writing.

UTILITIES. Lessor shall be responsible for all other utility services, if any apply.

MAINTENANCE. Lessees shall be responsible for cleaning and maintaining the space during the

Lease period, except for reasonable wear and tear. Lessor shall be responsible for the structural

portions of the space. No alterations or additions to the premises will be made by Lessees without the prior written consent of Lessor. Lessees will not commit or allow any waste on the premises.

PERSONAL PROPERTY. Lessees are solely responsible for all tangible and intangible personal property located on the premises that belongs to Lessees or their agents, employees, licensees, or invitees.

INDEMNIFICATION. Lessees will indemnify and save Lessor harmless against all loss, damage, expense, costs, and reasonable attorney fees incurred by Lessor in discharging any filed or

inchoate mechanic's or material's lien arising from Lessees' maintenance or improvement of the premises, or incurred by Lessor in defending or discharging claims for personal injuries or property damage asserted or perfected against Lessor and arising out of the use and occupancy of the premises by Lessees or their agents, employees, or invitees.

ENTRY. Lessees will permit Lessor or its agents to enter the premises, at all reasonable times, to examine the premises, make corrections in the structure, or eliminate health and safety hazards.

ASSIGNMENT AND SUBLETTING. Lessees shall not assign any rights or duties under the lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

DAMAGE TO PREMISES. If any part of the building or premises is damaged or destroyed without Lessees' fault, rendering the Leased Premises unfit for occupancy, Lessees may surrender possession of the premises and terminate the Lease with respect for all provisions, and will not be

LEASE AGREEMENT *monica*

THIS AGREEMENT, made and entered into this 25th day of October, 2019, by and between Board of Commissioners of Athens County, Ohio, hereinafter called the "Lessor" and Hocking Athens Perry Community Action, 3 Cardenas Drive, Glouster, Athens County, Ohio 45732, and Athens County Land Reutilization Corporation, 15 South Court Street, Athens, Athens County, Ohio, hereinafter called the "Lessee".

WITNESSETH:

That for and in consideration of the covenants, considerations, promises and agreements herein contained, said Lessor agree to lease to Lessees the following: property located at 13183 State Route 13, Millfield, Athens County, Ohio, referenced in Volume 24, Page 41, Deed Records of Athens County, Ohio, and specifically the Lessor-owned barn on the property, a photograph of the building is attached hereto as Exhibit A, for use by Lessees, as space to be specifically used for storage relating to Lessees' business purposes. Lessor further grants Lessees ingress and egress to get to the Lessor-owned barn located on the property, and which said covenants, considerations, promises and agreements are as follows:

1. USE. The premises will be used and occupied by Lessees in a careful, safe, and proper manner. Lessees shall only use the premises in a manner is for its business-related purposes.

a. Hazardous Activities. Lessees will not carry on or allow any activity or use of the premises considered extra-hazardous for insurance purposes, nor will Lessees do any act which will invalidate insurance coverage on the structure or premises or cause an increase in premiums. Lessees will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measures to protect the safety of persons and property.

b. Laws and Regulations. Lessees will abide by all applicable federal, state and local laws and regulations respecting the premises and its occupancy and use and will not use the premises or allow the same to be used for any unlawful purpose.

2. TERM. The term of the Agreement is for a period of 45 days (0) years commencing the day of 5th, 2019, and ending the 19th day of October, 2019.

PAGE 2 - LEASE AGREEMENT

PAGE 4 - LEASE AGREEMENT

Chris Arnold
Commissioner

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named, as Athens County Commissioners, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 29 day of October, 2019.



JO ANN BIRDSEGA
Notary Public

LESSEE
ATHENS COUNTY LAND
REUTILIZATION CORPORATION

[Signature]
Chairperson

[Signature]
Witness

Witness

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named, Rec. [Signature] Glenn Crippen, Executive Director, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 4 day of November, 2019.

[Signature]
Notary Public



Approved as to Form:

[Signature]
Athens County Prosecutor's Office

PAGE 3 - LEASE AGREEMENT

liable for any future obligations. Lessees will remain liable only for accrued or unpaid rent and other financial obligations under the Lease.

11.

DEFAULT.

- a. By Lessees. Lessees are in default if: (i) any installment of rent is not paid within ten (10) days after its due date; (ii) Lessees fail to perform any other provision or rectify any deficiency under the Lease within thirty (30) days after written notice to Lessees of breach; (iii) Lessees abandon the premises during the term; (iv) Lessees make an assignment for the benefits of creditors or is subjected to receivership; (v) Lessees' interest in the premises is subjected to execution, attachment, or other legal process; or (vi) Lessees are adjudicated bankrupt in a voluntary or involuntary proceeding.
- b. Remedies of Lessor. If Lessees default, Lessor may have the remedies as set forth in Chapter 5321 of the Ohio Revised Code.

12.

WAIVER. Waiver by Lessor of any default shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.

13.

NOTICES. All notices under this Lease shall be in writing. Unless the party concerned designates another address, notices to Lessor shall be mailed or delivered to the address designated for the payment of rent, and notices to Lessees shall be mailed or delivered to the Lessor's Premises.

14.

BINDING EFFECT. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed

this 9th day of November, 20 19.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

LESSOR
BOARD OF COMMISSIONERS OF
ATHENS COUNTY, OHIO

Witness

Commissioner

Witness

Commissioner

VOCA and SVAA Grant Award and Acceptance Form

Grant Period 10/1/2019 - 9/30/2020

Athens County Sheriff's Office

Makina Milum

13 W. Washington St

13 W. Washington St

Athens, Ohio 45701

Phone: (740)593-6633

Funding Stream: 2020VOCA

County: Athens

VOCA CFDA Number: 16.575

Award Number: 2020-VOCA-132920955

VOCA Award: \$64,183.68

SVAA Award: \$0.00

Awarded Costs

Cost	Total	Grant Dollars	Cash Match	In-Kind Match	VOCA/SVAA
Crystal Allen	\$79,268.26	\$63,414.61	\$15,853.65	\$0.00	VOCA
Training	\$961.34	\$769.07	\$192.27	\$0.00	VOCA

This grant is subject to all rules, regulations, and criteria included in the grant application and special conditions attached hereto.

Dave Yost, Ohio Attorney General
 Crime Victims Section
 30 E. Broad St., Fl. 23
 Columbus, OH 43215

Signature of Approving Official



D. Michael Sheline
 Section Chief

The undersigned, having received the statement of grant award/acceptance and the conditions attached thereto, does hereby accept this grant and agrees to the conditions pertaining thereto, this
 29 Day of October, 2019

1 of 2

2 of 2

Signature of Authorized Official



Title:



Signature of Authorized Official



Title:



situation or circumstance, shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable shall not be affected; and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this Lease shall not be valid unless made in writing and signed by both parties.

17.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed

this 29th day of October, 2019.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

LESSOR
BOARD OF ATHENS COUNTY COMMISSIONERS

[Signature]
Witness

[Signature]
Commissioner
[Signature]
Commissioner
[Signature]
Commissioner

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named, Athens County Commissioners, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 29th day of October, 2019.



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LESSEE

Affirms Mold and Machine, Inc.

By: [Signature]
Thomas Thornton, President

[Signature]
Witness

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named, Thomas Thornton, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 25th day of October, 2019.

[Signature]
Notary Public



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

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