THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, February 9th, 2021, via Zoom video conferencing, due to the Covid-19 Pandemic, and following Governor Mike DeWine's social distancing orders; 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 Feb. 9, 2021 - Convenes at 9:30 a.m. via Zoom

Approve Agenda

Approve Minutes from February 2, 2021

Approve Appropriations, Transfers, New Line Items Requests/Changes

New Fund/Line Item Request - CDBG B-F-20-1AE-1 ODSA

Receipts

487-2487-412500 ODSA Grant Funds

Expenditures

487-3487-530100 Contract services B-F-20-1AE-1

Fund to Fund Transfers:

Planner

\$12,927 from 2501.58900 Transfers Out into 2509.422100 Transfers In \$19,500 from 2501.58900 Transfers Out into 2510.422100 Transfers In

Approve Bills

09:30

Rich Kasler

09:45 DJFS Dir. Jean Demosky - 2021 Juvenile PA Contract

10:00 Chauncey Bike Way Extension, Contract modification - Bob Eichenberg

10:15 **EMS Chief Rick Callebs** 

~ AGENDA ITEMS

Amended Certificate

Utility Permit(s) - Frontier (2)

W&S Extensions / Payment Agreements

Planner

**JAG Grant Documents** 

Proclamation Request: March Senior Nutrition Month

Clerk of Courts surplus - Copier and Printer, Mirror, Misc. items

Washington County Jail MOU Maintenance Garage door

Pacific Life Withdrawal Request for E. Graham

Medical Extension for Norma Arnold Sheriff Subgrant Award Agreement

Athens Co. 691 Landfill - 2021 Proposal

Athens in Bloom

**OARC Budget request** 

County Building 184 N. Lancaster

Wages

~ADJOURNMENT

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from February 2, 2021. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

## APPROPRIATIONS, TRANSFERS, NEW LINE ITEMS REQUESTS/CHANGES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: February 9, 2021 - Budget Transfers and Amendments. New Fund/Line Item Request - CDBG B-F-20-1AE-1 ODSA

Receipts

487-2487-412500 ODSA Grant Funds

**Expenditures** 

487-3487-530100 Contract services B-F-20-1AE-1

Fund to Fund Transfers: Planner

\$12,927 from 2501.58900 Transfers Out into 2509.422100 Transfers In

\$19,500 from 2501.58900 Transfers Out into 2510.422100 Transfers In

(Copied to page 80).

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 02/03/2021 To: 02/09/2021 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.

## RICH KASLER - W&S Supt.

Discussion regarding question at US50 Sewer meeting from customer regarding having a lot/trailer being served and it became vacant, will they be removed from the debt retirement service. He suggested that the formal language state that the trailer be removed from the property and if they request service again, a new capacity and tap fee be implemented. Mr. Eliason stated that if they are not receiving service and have something vacated later, and are in the project, they should be there until the debt gets serviced, following past procedure, having only debt retirement after going out of service.

## EXECUTIVE SESSION - Rich Kasler W&S Supt. - Employment of a public employee/Evaluation

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 9:38 with W&S Supt. Rich Kasler to discuss the employment of a public employee and evaluation.

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

## **RETURN TO REGULAR SESSION**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 9:45.

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

## **WATER & SEWER - ADOPT WAGES**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adopt the wages as presented by Mr. Adkins for the Athens County Water & Sewer Deptartment.

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

W&S Supt. Rich Kasler updates regarding US50 Sewer: Baker Road easement. He met with gentleman regarding obtaining (non residential) this easement. If easement cannot be obtained, they will proceed with additional lift station.

Mr. Kasler stated that the mailing list is ready and Bills should go out later this week. They will be able to share the list with Athens City soon. Pre Construction meeting is next week for the first five contracts and moving forward.

## **DJFS DIR. JEAN DEMOSKY**

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

Athens County Job & Family Services

Amendment #1

This First Amendment to the Contract made and entered into on the 17th day of December, 2019, is made and entered into on the day of 2021 by and between the Athens County Department of Job

and Family Services (hereinafter referred to as ACDJFS) and the Athens County Common Pleas Court - Juvenile

Division, (hereinafter referred to as CONTRACTOR) [Contact information: to Mark Rhoades, Athens County Common Pleas Court-Juvenile Division, 1 S Court Street, Athens, OH 45701). Pursuant to the Ohio Revised Code and rules

promulgated by the Ohio Department of Job and Family Services (ODJFS), the ACDJFS is authorized to contract with

public or private agencies for the purchase of social services, and the performance of administrative or other duties.

WHEREAS, ACDJFS seeks to purchase services for the purpose of assistance to needy families so that children may

be cared for in their own homes or in the homes of relatives, and CONTRACTOR seeks to provide such services, the parties hereby enter into the following CONTRACT, whereby ACDJ FS agrees to purchase, and CONTRACTOR agrees to provide such services.

WHEREAS, the parties seek to amend: Article 1: 1.1 Contract Period and Article 3: 3.1 Contract Price

ARTICLE 1: CONTRACT PERIOD. AMENDMENT, AND TERMINATION

1.1 CONTRACT PERIOD: This CONTRACT shall be effective beginning on 01/01/2020 to and including 12/31/2021 unless otherwise terminated.

ARTICLE 3: DUTIES AND OBLIGATIONS OF ACDJFS

3.1 CONTRACT PRICE: ACDJFS shall pay CONTRACTOR the sum of the monthly invoice for services rendered

by CONTRACTOR pursuant to Article 2 of this Contract, subject to the terms and conditions specified

elsewhere in this Contract. The maximum amount payable under this Contract will be Six Thousand

Five hundred and no one-hundredth dollars (\$6,500.00). Copy 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 Dir. Jean Demosky stated that plans are in place to vacate the Denver White Building soon.

## **AMENDED CERTIFICATE**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the Original Amended Certificate, dated February 4th, 2021 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 - FRONTIER (2)**

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

Permit No: #21-324 Frontier CR93 True Town Road Near intersection of Main St. & Railroad St. Dover TR#1109 Start: 2/10/21 Completion: 03/12/21

Permit No: #21-328 Frontier CR42 19310 Mill School Rd. Start: 02/11/2021 Completion: 1 day to complete.

(Copied to page 81)

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

## WATER & SEWER EXTENSIONS/ PAYMENT AGRMTS.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by Amanda Cochran for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$116.79 with \$59.26 to be paid by 02/18/2021. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by David Gilllman for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$87.23 with \$87.23 to be paid by 02/12/2021. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by Nathan Miller for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$141.72 with \$82.23 to be paid by 02/09/2021.If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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 and ratifying the signature of Commissioner Eliason and authorizing a payment plan for Durinda Westerviller for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount past due is \$465.79 minus a payment of \$155.27 requiring a monthly minimum payment of \$155.27 plus the regular monthly bill, for 3 months. Customer must pay payment amount, plus the current bill, failure to do so breaks the agreement and payment is due in full. Should at any time Durinda Westerviller not make one of these payments the account will be considered delinquent and service could be shut off. First payment due before or on 2/28/2021.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins ratifying the signature of Commissioner Eliason and authorizing a payment plan for Jammie Cochran for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount past due is \$125.05 minus a payment of \$300.00 requiring a monthly minimum payment of \$41.69 plus the regular monthly bill, for 3 months. Customer must pay payment amount, plus the current bill, failure to do so breaks the agreement and payment is due in full. Should at any time Jammie Cochran not make one of these payments the account will be considered delinquent and service could be shut off. First payment due before or on 02/28/2021.

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

## COUNTY PLANNER

Mr. Eliason sent Revisions to be reviewed by the Commissioners next week. Job posting has been submitted to Athens Messenger.

## JAG GRANT DOCUMENTS Pre Award Condition Forms 2020J-G-B01-6580

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Pre Award Condition Forms 2020J-G B01-6580 for the Prosecuting Attorney and authorizing the Commissioner's signatures on all related documentation., as recommended by the Prosecuting Attorney's Office. (Copied to page 82).

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

## PROCLAMATION REQUEST: MARCH SENIOR NUTRITION MONTH - Tabled

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to Table this request until next week.

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

## **CLERK OF COURTS SURPLUS - MISC. ITEMS**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Property Declared Surplus as requested by the Clerk of Courts / Title Office:

Title Office:

12 - 11x17 Binders, 3 office chairs, 1 keyboard tray w/connected mouse pad - Redistribute

1 security camera, 1 IP camera - Destroy

Clerk of Courts:

Large Wallmount Mirror - Redistribute

Brother Intellifax Model #4100E Serial# U61639G6J618292 - Broken - Destroy

Toshiba Fax Model #DPDBF Serial# 04080253 - Broken - Destroy Scanner Fujitso Model# FI5120C Serial# 041445 - Broken - Destroy Scanner Fujitso Model# FI5120C Serial# 014436 - Broken - Destroy Scanner Fujitso Model# FI-511C Serial# 511068 - Broken - Destroy Scanner Fujitso Model# FI-5110C Serial# 504570 - Broken - Destroy Toshiba Copier Model# eStudio203L Serial# CQA824390 - Redistribute Laser Jet Printer Model# LaserJet1320 Serial #CNHC614085 - Redistribute

Fujitsu Scanner Model#6110 Serial #503562 - Destroy Epson Scanner Model# DS-530 Serial# X2HJO76729 - Destroy

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

## **WASHINGTON COUNTY JAIL MOU**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following MOU with Washington County:

CONTRACT FOR HOUSING PRISONERS

In the WASHINGTON COUNTY JAIL

WHEREAS, this contract is made this day of , 2021, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereinafter referred to as "Sheriff", and the

**PAGE** 

75

-----hereafter referred to as "Contractor".

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

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

WITHESSETH:

In consideration of the mutual covenants herein made, each of he parties agree as follows:

- 1. The County shall receive, keep, board and safely maintain in the Washington County Jail following persons:
- a. All persons arrested by for violations of state criminal statues until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
- All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
- c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contact.
- The cost to be paid to the County by the Contractor shall be the amount of sixty eight dollars (\$68.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
- 3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
- 4. The County may reject and refuse to receive and prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.
- Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
- Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
- Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
- Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
- 9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
- IO. The Washington County Sheriffs Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
- 11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at anytime in the future may be in force at the Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the department of Rehabilitation and Corrections.
- 12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To the end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Washington county Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provides, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the

refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

- 13. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.
- 14. This agreement shall be effective as of April I, 2021, and terminated March 3 I, 2022.
- 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into in behalf of the

pursuant to Resolution Number passed February 2, 2021.

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

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers;

none hereto caused their names to be transcribed on the day first written above.

/s/ Lenny Eliason, Commissioner Joni Allbaugh, Witness /s/ Charlie Adkins, Commissioner Rodney Smith, Sheriff

/s/ Chris Chmiel, Commissioner

Washington County Commissioners Witness

Keven J. Ritter, President President President Ben Cowdery, Clerk

Charlie L. Schilling James W. Booth

Approved as to form

Larry R. Minks, Sr., Sheriff NicoleT. Coil, Prosecuting Attorney (Copied to page 83).

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

## MAINTENANCE GARAGE DOOR FAIRGROUNDS

Mr. Adkins discussed the building at the Fairgrounds leased by the Commissioners. He spoke with the Fair board and Maint. Supv. Jeff Gabriel obtained an estimate for a new door, approx. \$8,000.00, as the old door cannot be repaired. Mr. Eliason asked about the Lease Terms according to the Agreement. Mr. Adkins stated he will discuss the terms of the Lease with the Fair board and the possibility of covering the cost of the door for a credit on the lease payments.

## CHAUNCEY BIKE WAY EXTENSION, CONTRACT MODIFICATION - Bob Eichenberg

Mr. Eichenberg presented the following information and request for Contract Modification #2 for additional ROW Acquisition Services:

Attached is a modification (#2) to our engineering contract for the Chauncey Bikeway Project. I am going to give you some details because this is something that we, at first, didn't think we would have to do. Recent phone calls with ODOT indicate that there is no getting around this step.

My understanding is that the original engineering contract included a real estate subconsultant fee of approximately \$37,000. Jessie believed she could handle real estate issues and save this cost. She negotiated with various owners and helped steer the project away from the railroad property since they would not negotiate a reasonable deal. She got verbal commitments on several parcel donations and contacted several other owners to at least get commitments that they are open to a sale. Chelsie and I subsequently got another donation parcel and firmed up contacts with the two owners that offered a sale for cash. As conversations with ODOT progressed, we were told by District 10 that only an ODOT-certified real estate consultant could handle these processes. I suggested in emails that since we already did the negotiations that we would hire the consultant to perform other tasks as follows. This became modification #1: The anticipated scope of work is as follows:

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Value Analysis, 2 parcels @ \$900 each	\$1,800	
<ul> <li>Value Analysis Project Management, 2 parcels @ \$240 each</li> </ul>	\$480	
Full Title (42 year), 7 parcels @ \$800 each	\$5,600	
Full Title Project Management, 7 parcels @ \$240 each	\$1,680	
Negotiation – to be performed by Athens County		
Negotiation oversight - 7 parcels @ \$240 each	\$1,680	
Closings Mail Out, 7 parcels @ \$750 each	\$5,250	
Closings Mail Out Project Management, 7 parcels @ \$240 each	\$1,680	
Copies and Recording Fees, 7 parcels @ \$200 each	\$1,400	

TOTAL \$19,570

Chelsie and I also figured we could get this paid for by ODNR since it was part of the engineering contract. Based on the following funding spreadsheet that Chelsie put together, the \$224,780 from ODNR for engineering would cover the total of \$201,452.51 listed as "Reimb Amount." This left \$23,327.49 in the ODNR grant to cover contract modification #1 in amount of \$19,570 leaving a surplus of \$3,757.49.

Funding	Total Project Cost	,	Max Reimb Amount	Approved County Match	Approved Date
ODNR - COTF (504)	\$299,707.00	75%	\$ 224,780.00	\$ 75,000.00	
*We have not reached the total pr	oject cost as of Novembe	r 2020			

## **Expected Expenses/Reimbursements**

Project Costs	Tota	al Project Cost	Re	imb Amount	Co	unty Funds	Pai	id-to-Date	Re	maining
Arch. Survey - ASC Group	\$	5,038.80	\$	3,779.10	\$	1,259.70	\$	5,038.80	\$	-
Cultural Resource - ASC Group	\$	2,154.19	\$	1,615.64	\$	538.55	\$	2,154.19	\$	-
Eco Survey \$11,000.00	\$	8,250.00	\$	2,750.00	\$	11,000.00	\$	-		
Design - Pennoni	\$	250,410.36	\$	187,807.77	\$	62,602.59	\$	136,468.64	\$	113,941.72
Prop Acquisition (506)	\$	30,000.00	\$	-	\$	30,000.00	\$	-	\$	30,200.00

During a phone call with ODOT last Wednesday it was confirmed that property negotiations will have to be redone by an ODOT-certified consultant and that is why we need modification #2. Of the \$13,618.70 for modification #2, \$3,757.49 can be paid by ODNR leaving the County responsible for \$9,861.21. In the spreadsheet above there is an item in amount of \$30,000 for Property Acquisition. If this is available then it can be used to cover this \$9,861.21. We are fortunate in that it appears our acquisition costs will be relatively low with the donations, including a donation for easements for Phase 2 to the Park in Chauncey.

For Phase 2, I have asked Buckley Group to give us a proposal for surveying the Phase 2 easements. I imagine that the Property Acquisition line item can also be used for this expense.

The bottom line is that we need for you to approve the attached modification #2 at your meeting. It will need to be dated and signed and sent back to Pennoni. Please let me know if you have any questions.

Thanks,

Bob

## ATH-Chauncey Bikeway Extension (PID 106647) Contract Modification 2 - Request for Additional ROW Acquisition Services

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature, to move forward with Contract Modification #2, requesting additional services. Of the \$13,618.70 for modification #2, \$3,757.49 can be paid by ODNR leaving the County responsible for \$9,861.21, as presented in the spreadsheet above.

ATH - Chauncey Bikeway Extension (PID 106647)

Proposed Contract Modification No. 2

Scope and Fee Proposal for Negotiation Services for Donated Parcels as Requested by ODOT

Pennoni is pleased to submit the Scope and Fee Proposal for the Contract Modification (No. 2) of the Chauncey

Bikeway Extension project referenced above. The proposal includes the Scope of Services and the Fee proposal

from Pennoni and O.R. Colan Associates. As shown in the attached Fee proposal, the total contract modification

requested is \$13,618.70, which includes negotiation services for donated parcels as requested by ODOT (O.R. Colan Associates) in the amount of \$13,300.00 and a coordination fee (Pennoni) in the amount of \$318.70.

The rell being colled upon for adoption the vote resulted on fallows Mr. Elicans, you Mr. Addison you Mr. Cheriel you

(Copied to page 84).

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

## **EMS CHIEF RICK CALLEBS**

Discussion with Chief Callebs regarding Renewal/Replacement Tax Levy Rates.

Mr. Chmiel moved to request the Athens County Auditor to prepare a "Certificate of Estimated Property Tax Revenue" for the purpose of placing a levy on the ballot in the General Election for the EMS Levy for 1.00 mil. Replacement and Renewal (O.R.C. 5705.19 U) for a 5-year period. The purpose of a renewal levy is for operational and maintenance of Emergency Medical Services.

Mr. Adkins seconded the motion.

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

## EMS - COMMUNITY PARAMEDIC PARTNERSHIP WITH HOPEWELL/317 BOARD MOU

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Chief Callebs to move forward with the Community Paramedic Partnership with Hopewell / 317 Board MOU.

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

## **EMS BUILDING UPDATES - CHIEF CALLEBS**

Chief Callebs stated that they have a meeting scheduled this afternoon with Mr. Dispenza. There are three inspections still needed for the occupancy permit: A general inspection by the State, the electrical inspection and the fire inspection.

## PACIFIC LIFE WITHDRAWAL REQUEST FOR E. GRAHAM

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Pacific Life Withdrawal request for Elizabeth Graham. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

## MEDICAL EXTENSION FOR NORMA ARNOLD

The policy in place will be followed for county employee Norma Arnold, extending insurance until March 30th.

## **SHERIFF SUBGRANT AWARD AGREEMENT**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Subgrant Award Agreement and authorize Mr. Eliasons signature, as recommended by the Sheriff's Office:

SUBGRANT AWARD AGREEMENT Subgrant Number: 2020-CE-LEF-2228

Title: CESF-Inmates

In accordance with the provisions of the FY20(BJA - CES F) Pub. L. No. 11 6- 136, Div. B; 2ll U.S.C. 530C, Catalog of Federal Domestic Assistance (CDFA) 16. 034 Coronavirus Emergency Supplemental Funding Program 2020 fund ed through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services, as the duly authorized Stale Agency. hereby approves the project application submitted as complying with the requirements of the Agency for the fisc.1l year indicated in the subgrant number above and awards to the foregoing Subgrantee.: a Subgrant as follows:

Subgrantee: Athens County Commissioners Implementing Agency: Athens County Sheriff's Office Award Periods: 05/01/2020 to 06/30/2021

Closeout Deadline: 08/29/2021
Award Amounts: 0CJS Funds:

Cash Match: \$0.00 100%

Inkind Match: \$0.00

Project Total: \$7.035.00 100% (Copied to page 85).

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

## ATHENS CO. 691 LANDFILL - 2021 PROPOSAL

A motion was made by Mr. Chmiel and seconded by Mr. Akdins approving the following 2021 proposal with Eagon & Associates for the 691 Landfill:

Cost Estimate for Monitoring at Athens County 691 Landfill - 2021

**Athens County Commissioners** 

Eagon & Associates, Inc. (Eagon) is pleased to provide the Athens County Commissioners with a proposed scope of work and cost estimate for providing professional hydro geologic consulting services relative to groundwater, NPDES, and landfill gas monitoring and inspection and reporting activities for 2021 at the Athens County 691 Landfill. Additionally, Eagon is proposing to update the Statistical Analysis Program for Groundwater Quality Monitoring, which is not required but is recommended.

(Proposal copied to pages 86-87).

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

## ATHENS IN BLOOM

A motion was made by Mr. Chmiel and seconded by Mr. Akdins approving a \$400 expenditure in support of the Beautification Project "Athens In Bloom". For the past two years the City has helped plant the two beds of the Athens County Clerk of Court building on Court Street near the comer of Washington with annuals. If desired we are also willing to provide annual plants for the planters on Court Street and shade loving perennials (e.g., hosta) for the bed around the steps on Washington near the corner of Court Street. Athens in Bloom would commit to planting, mulching and occasionally weeding the area. The County would be responsible for watering. The Athens in Bloom group would like to request a \$400.00 contribution from the Athens County Commissioners for this year's beautification project.

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

## **OARC BUDGET REQUEST - Letter of Support**

Commissioner Eliason will draft a letter of support in support of the OARC budget request to designate Regional Broadband Councils, to send to the County Commissioners Association of Ohio (CCAO).

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following letter of support to be sent to CCAO:

February 12, 2021

Jon Honeck, Senior Policy Analyst County Commissioners Association of Ohio 209 E. State Street Columbus, OH 43215

## Dear Jon,

The Athens County Board of Commissioners is writing to request CCAO support for a proposed dedicated line item focused on efficient broadband deployment in the state's biennial budget. This line item would further build upon the Governor's historic investment and ensure that money is maximized and distributed as effectively as possible. As a member of the Ohio Association of Regional Councils (OARC), Buckeye Hills Regional Council stands behind this innovative approach to funding and administering the accelerated rollout of high-speed broadband across Ohio As you know, the pandemic has only deepened the digital divide that prevents more than 1 in 8 Ohio households from engaging in modern life, including accessing telehealth, working remotely or receiving an education. Broadband needs substantial, assured funding. The Governor's \$40 million biennial commitment for the residential broadband expansion program is a solid start, and the one-time \$250 million additional investment will no doubt make important strides in the digital divide. Yet there is still a need to create an equitable, organized system for deploying this funding that ensures local needs are elevated and that Ohio can remain a competitive contender for forthcoming federal dollars. OARC's proposal is an efficient, practical approach that leverages the proven regional council model for administering complex, locally tailored infrastructure projects across the state. OARC is proposing the state designate and fund regional councils as "Regional Broadband Councils" that would work with BroadbandOhio to coordinate broadband deployment and provide technical support to local entities in their areas at the regional level. By relying on regional councils, the state can leverage neutral, multi-jurisdictional entities that can effectively convene all relevant parties in their area. As part of this budget request, we are also supportive of OARC's proposal of \$30 million for a state matching fund and \$3.6 million for low-income subsidies. This recommendation addresses the joint challenges of availability and affordability past the Governor's initial investment that are shared by our constituents.

We hope CCAO will lend its support OARC's budget request as a plan to deliver dedicated, expanded funding for statewide broadband. The regional broadband council model successfully elevates local community needs to the state while delivering the essential service that is broadband quickly and effectively to every Ohioan. Thank you for your consideration.

Respectfully,

/s/ Lenny Eliason, President

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

## COUNTY BUILDING 184 N. LANCASTER STREET / WAGES Discussion EXECUTIVE SESSION - DISCUSS SALE OF REAL ESTATE AND WAGES

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to enter into executive session at 10:26 to discuss the sale of Real Estate and Wages.

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

## RETURN TO REGULAR SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 10:38. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea. Let the record reflect the discussion of the sale of the building at 184 N. Lancaster Street. Will discuss further next week. Also discussed Commissioner's Dept. employees wages.

## WAGES / COMMISSIONER'S EMPLOYEES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the wages as presented by Mr. Adkins, for Commissioner's employees.

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

## **ADJOURN**

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

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

JoAnn Rockhold, Clerk

Julie Brooks, Assistant Clerk

Lenny Eliason, President

Chris Chmiel, Vice-President

Charlie Adkins

Action tear for John Deed Clark  Record Number for for Journal Data Clark  2 202: 02 113 0775/221 0778:2225 0778:223	From Fund 501 Planner General Request Form  From Fund 509 County Projects  Planning Dept Chelsie Mickee 2/4/2021  Penning Dept Chelsie Mickee Planner General  Renson for Transfer: Engineer costs for Paddling Enhancement  Grant Project  RECEIVED  FEB 0 5 2021  Juli Thompson Athens County Auditor  Ploace process a Fund to Fund Transfer in the amount of \$ 12,927.00 '  From 2501 589000 ' Transfers Out  Liverator Hence  To 2509 422100 Transfers In  Liverator Hence  AMDUTOR & COMMISSIONERS USS ONLY
2.4.41 Ald.  Total Decease Section sector  19,202.06 Section depression  19,202.06 Section depre	Athens County Coronissioners Approved Needed? YES V NO
From Fund 501 Planner General  To Fund 510 Number Planner General  Name  Planning Dept Chelsie McKee 2/4/2021  Agency or Department Engineer costs for Bikepath Resealing  Project  RECEIVED  FEB 05 2021  Jill Thompson Athens County Auditor	NEW FUND AND LINE-UEMS  REQUEST FORM  This farm is to be completed in the case of a new fund being created. Please I/A out form completely. Also note, areas in Grey are to be completed by Auditor's Office Only.  New Fund Name: Atheris County CIDIR P V20 II-1-20-IAE-1  Receipts for this fund will be coming from: Ohio Development Services Agency  Receipt and Expenditure Line-Hems:  Fund 487 Dept. 487  ODSA- Grant Funds  USA- 2487 412.500
Please process a Fund to Fund Transfer in the amount of \$19,500.00 .  From 2501 589000 Transfers Out Under Harmo  To 2510 422100 Transfers In Under Harmo  Authorized Exposure  Approval Signatures  Approval Signatures  Authorized Exposure Office  Approval Signatures  Authorized Exposure Office  Approval Signatures  Authorized Exposure Office  Authorized Exposure Office  Authorized Exposure Office  Authorized Exposure Office  Building Titles Form To THE GOUNTY Authorized Office  Building Titles Form To THE GOUNTY Authorized Office  Building Titles Form To THE GOUNTY Authorized Office	Expendators Contract Services-B-F-20-IAE-1  RECEIVED  FEB 0 5 2021  Jill Thompson Atterns County Auditor  Hocking Affects Perry Community Action People of Represent to Northern Simons Received by Represent Anisotro Department Trial Foot Affect of The County Auditor's Offices  Summit This Foot Att of This County Auditor's Offices  Summit This Foot Att of This County Auditor's Offices  Summit This Foot Att of This County Auditor's Offices  Summit This Foot Att of This County Auditor's Offices  Advantage Attention of This County Auditor's Offices  Summit This Foot Att of This County Auditor's Offices  Summit This Foot Att of This County Auditor's Offices  Summit This Foot Att of This County Auditor's Offices  This Foot Attention of This County Auditor's Offices  This Foot Attention of This County Auditor's Offices  Summit This Foot Attention of This County Auditor's Offices  This Foot Attention of This

February 09, 2021

**PAGE** 

80

COMMISSIONERS'

**JOURNAL** 

113

ATHENS COUNTY,

# ATHENS COUNTY ENGINEER'S OFFICE

16000 Canaanville Road • Athens, Ohio 45701 Office (740) 593-5514 • Fax (740) 592-4616 Jeff Maiden, P.E., P.S., Athens County Engineer

# ATHENS COUNTY UTILITY APPLICATION / PERMIT

Permit fee: \$50.00

Date 1/21/21	the Athens County Engineer's Office. Make check payable to distribute the permit to the Township Trustees (if applicable)
Permit No. 21-324	Submittal Procedure: All utility permits will be submitted to the Athens County Engineer. The Engineer will process and then to the County Commissioners.

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Contact Person: Steven Kisling Phone: 740-595-7599 Fax:	Mobile: 740-591-3687 Email: stevenkisting!@ffr.com
	Email: steven,kisling!@ftr.com
Location of work to be performed within the right-of-way (Location Map to be Included);	Location Map to be Included):
County Road Number: 93 County Road Nam	County Road Name: True Town Road or Main Street Millfield, OH,
Beginning & Ending Points: Near Intersection of Main Street and Railroad Street Dover Twp Rd #1109	treet and Railroad Struct Dover Twp Rd #1109
Township Road Number: Township Road Name:	ad Name:

# Type of installation (Check all that apply):

Description of work to be performed within the right-of-way: GGas Officerric OERPhone Ocable OWater OSewer

Other (please describe): Make directional bore and place Telephone cable for Dover Township

Overhead Line Parallel to Road	Overhead Line Crossing Road	Underground (buried) Line Parallel to Road Other (please describe):
×		

Utility Pole Installation Fiber Optic Line Underground (buried) Line Crossing Road

× 0 0

## Estimated Project Schedule

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12
10/21
02/10/21
r102/10/21
YYYY 02/10/21
10/01/20 Jyrsylpt
12/01/20 [vyyy] 02/10/21
[mm/dd/yyyy] 02/10/21
te (nm/dd/yyyy) 02/10/21
Date (mm/dd/yyyy) 02/10/21
tart Date (nm/dd/yyyy) 02/10/21

General Description of Work: Make road bore as designed on attached construction prints sheet 3 of 4. Frantier project.

Directional Bore within the ROW to be a minimum of 42" below Ground Surface. See General Construction Requirements item #2 highlighted on the Next Page.



## Check req'd & Forthcoming

# ATHENS COUNTY ENGINEER'S OFFICE

Office (740) 593-5514 • Fax (740) 592-4616 16000 Canaanville Road • Athens, Ohio 45701 Jeff Maiden, P.E., P.S., Athens County Engineer

# ATHENS COUNTY UTILITY APPLICATION / PERMIT

JOURNAL

Permit fee: \$50.00

21-328 Permit No.

Date January 28,2021

Submittal Procedure: All utility permits will be submitted to the Athens County Engineer's Office. Make check payable to the Athens County Engineer. The Engineer will process and distribute the permit to the Township Trustees (if applicable) then to the County Commissioners.

rmission is granted to:	
ted or written below, pe	TIONS
d restrictions prin	COMPUTINICA
conditions an	FRONTIER
of the terms,	
Subject to all	

wher/Applicant Name		wher/Applicant Name:	
ailing Address:	754 W UNION	Aailing Address: 754 W UNION ST. ATHENS. OH 45701	
ontact Person: STE	STEVE KISLING		Mobile:
hane: 740-593-7599	99 Fax:	Email:	Emali: Steven.Kisling1@ftr.com
cation of work to be p	serformed within	ocation of work to be performed within the right-of-way (Location Wap to be included):	be included):
ounty Road Number: 42		County Road Name; 19310 Mill School Rd	School Rd

County Made National County Moderate Management of the County Moderate Man
Beginning & Ending Points: Existing pedestal 1212-20 apprx 30' bore to cust premise 19310 Mill School Rd
Township Road Number: Township Road Name:
Beginning & Ending Points:
Societies of work to be conformed within the district way. The District Objects of white Mater Rewer

Other (please describe):

## Type of Installation (Check all that apply):

verhead Line Parallel to Road Vverhead Line Crossing Road Inderground (burled) Line Parallel to Road Other (please describe):	
0000	

Fiber Optic Line Underground (buried) Line Crossing Road 008

Utility Pole Installation

,
-
(mm/dd/yyyy)
Date
Completion

Start Date [mm/dd/yyyy] 02 / 11 / 2021

Estimated Project Schedule

· 1 DAY TO COMPLETE General Description of Work: From existing pedestal 1212-20A approx 30' bore to be placed in 1" subduct to reach customer on other side.

Directional Bore within the ROW to be a minimum of 42" below Ground Surface. See General pay.



113

## Pre-Award Condition Forms

For Government/Public and Private Agencies 2020-JG-B01-6580

## EEO Certification Form

- Complete either Section A, or Section B, or Section C, not all three.
- Obtain signature from the appropriate official from either the implementing agency or subgranteo agency.

## Civil Rights and EEOP Questions Part 1 Form

- Complete this form in its entirety.
- The responses should be based on the implementing agency.
- A signature is not required on this form.
- Each implementing agency must designate a person to be the civil rights point of contact. The point of contact must take the federal civil rights training at https://oip.gov/about/ocr/assistance.htm and then train implementing agency staff members. Please name the point of contact in the space below. By signing the pre-award condition form, agencies are certifying the civil rights training will be completed and this pre-award condition is being met. The training does not need to take place as part of the pre-award condition process, however it must be completed by the second quarter of the
- grant. Name of civil rights point of contact Allison Privcell

## Standard Assurances Form

- This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.
- Special Conditions Form
  - This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.
  - JAG and VAWA Mandatory Grant Orientation
    - . Each VAWA subrecipient is required to attend a mandatory grant orientation. The grant orientation will provide an overview of the policies that apply to OCIS grant awards. An orientation is scheduled to take place via webinar on January 21, 2021 at 10:00 AM. At least one person associated with the project must attend the orientation. Failure to attend the orientation may result in the delay in grant payment processing and potential cancellation of funds. Registration for the webinar is accessed at the following link: https://attendee.gotowebiear.com/register/4224062400948607501

## System for Award Management Profile

. The System for Award Management is the official U.S. government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. Your agency registration/profile is required to be active throughout the grant project period and renewed annually. The profile can be renewed at https://www.sam.nov/portal/public/SAM. Please provide proof that your agency is registered and currently designated as active by uploading a copy of the Entity Overview or Entity Record on the pre-award condition page within the online grants management system

## Contact Information

There is no form associated with this condition; however, all projects are responsible for keeping contact information current. Correspondence will often be sent through the online grants management system to the project director listed for the "organization". This is not the same as the project director listed on the title page. For more information on the organization project director, please refer to the user guide. It is also the project director's responsibility to ensure title page information is updated as well to keep records current. Please contact your grants coordinator with any questions.

## Conflicts of Interest

· Subrecipients are required to use Federal funds in the best interest of the award program. Decisions related to these funds must be free of undisclosed personal or organization conflicts of interest, both in fact ad in appearance. Subreciplents are required to disclose in writing any potential conflict of interest to your grant-making component or passthrough entity, as applicable. See the Federal Financial Guide 2 C.F.R. § 200.112.

## Suspension/Disbarment

By signing the Pre-Award Condition Forms subgrantees are certifying that their organization and any organization they are working with as a consultant/contractor is not suspended or disbarred or otherwise found to be ineligible for participating in Federal assistance programs No organization may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been deberred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.)

By signing below, the project director, implementing agency authorized official and substantee authorized official acknowledge that they have read and understand the above information and attached forms.

1/22/2021 Project Director

1/28/21 Implementing Agency Authorized Official

2/10/21 Subgrantee Agency Authorized Official

## CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please road carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. Recipient's Name: A then's County Preservator's office I DIDNS Number 0 794 29 624

Address: 1 S Court Street, Athen	5, CH 45 701
Grant Tule: Attens County Preventure	Grant Number: 222027-202-600 Award Amount: \$9999.62
Name and Title of Contact Person: Alli Sort	Purcell, DIRICTOR, WICTOM ASSISTANCE
Telephone Number: [740] 572 - 5200	H-Mail Address: alli @athurucainty proceedor.orq
	e Exemption from the EEOP Requirement

O Recipient has less than fifty employees.

O Recipient is an indian tribe.

O Recipient is a nonpositi organization.

O Recipient is an enducational institution.

W Recipient is receiving an oward less than \$25,000. Temporate is a compared to a non-particular and characteristic and the recovering an analysis than \$25,000.

| Valle J. Blockharn
| Certify that The Alfvin | Fronty Carmen's life of Es and The Affecting Proceeding and efficial, certify the Alfvin | Fronty Carmen's life of Especial is not required to propore an EEOP for the reason(s) checked above, pursuant to 28 C.P.R. § 42,302.

| In the certify that Alfvin | C. (2011) 125 (1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 | 1974 |

The state of the s	The state of the s	THE RESERVE
Section B-Declaration Claiming Exemption fro	om the EEOP Submission Requirement and Ce	rtifying
That an EEOP Is on File for Review	Service of the State of State	
was to the second of the secon	and the second s	and the same of th

Bu veciplori agency has fifty or more employers and is occioing a single must or subacted by \$23,000 or more, but less \$300,000, then the occipion agency dues within this home BEOP to the OCH for review as long as a confider the following (42 C.F.R. § 42,001):

which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an IEOP in accordance with 28 CFR ps. 42, subpt. E. I further certify that within the last weenty-tour months, the proper authority has formulated and signed into effect the EEOP and, at required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for

Civil Rights, Office of Justice Program	t, U.S. Department of Justice. The EEOP is	on file at the following office:
Print or Type Name and Title	Signature	Date

Section C-Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more emphases and is receiving a single award or subaward of \$350.000 or more, then the recipient agency must went as EADP belitation layout to the OCR fifty review. [responsible afficial] certify that

(recipion).

(rec

Date

Print or Type Name and Tale

Washington County



## Commissioners

Ronald L. Feathers / ext. 2012 / ifeathers/a/wegov.org Kevin J. Rine/ / ext. 2013 / kritter/a/wegov.org David A. White / ext. 2014 / dawhite/a/wegov.org Fiscal Manager/Clerk Ben Cowdery / ext. 2011 / beowdery/a/wegov.org

113

**JOURNAL** 

February 3, 2020

Athens County Sheriff's Office 13 W. Washington St. Suite 100 Athens, Ohio 45701

Enclosed is the 2020 Jai Contract. If you are interested in housing prisoners in the Washington County Jail during 2020, please approve and sign the attached contract. The cost will be \$88.00 per day.

Please return signed contract to:

Washington County Commissioners 1115 Gilman Ave Marietta, Ohio 45750

Sincerely,

Shelly Veneral

Assistant Clerk, Washington County Commissioners

Violent within a way unbinguorgouse;
The Hourd of Washington County Commissioners is an Equal Opportunity Provider and Employer

- Contractor agrees to pay for any and all medical, surgical, dental, or
  ophthalmology expenses incurred on behalf of a prisoner including doctor's fees,
  hospital charges, and prescription costs.
- Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
- Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
- No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
- 10. The Washington County Sheriff's Office shall provide an itemized statement of the amount dee each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohlo 45750 within (30) days of the data of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
- Contractor agrees that during the period of time this contract covers, it shall and
  will abide and be governed by any and all rules and regulations which now are,
  or at anytime in the future may be, in force at the offices of Washington County
  Commissioners, Common Pleas and Probates- Juvenile Judges, and the
  Department of Rehabilitation and Corrections.
- Department of Rehabilitation and Corrections.

  12. The parties to this contract agree that notice be given to certain persons when particular immates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in eivil protection order and victims of menseling by stalking erimes. To that end, Contracter specifically agrees to furnish to the Sheriff, through the Washington County Jail such protected persons, at the time the immate is brought to the Washington County Jail, Contracter shall update the information as any change becomes known. The County agrees that the Washington County Jail, and protect those victims and/or protected persons of any immate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number has been furnished to the County. In situations where no working telephone number has been furnished to the County. In situations where no working telephone number has been furnished to the County. In situations where no working telephone number has been furnished to the County. In situations where no working telephone number has been furnished to the County. In situations where no working telephone number has been furnished to the County. In situations where no working telephone number has been furnished to the County has fall furnish the date and time of day said notification has been made. Contractor sakonwledges that failure to comply with these notifications terms will result in the refusal by the County to accept as immates those persons who have victims or other persons who accupily with these notification information, without voiding the entire contract altogether.

## CONTRACT FOR HOUSING PRISIONERS In the WASHINGTON COUNTY JAIL

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

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

## WITHESSETH:

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

- The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons;

  - All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
  - Persons incarecrated pursuant to subparagraphs a, and b, above shall be designated as prisoners in this contact.
- The cost to be paid to the County by the Contractor shall be the amount of sixty eight dollars (\$68.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
- Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the fail, which apply to all the prisoners therein.
- The County may reject and refuse to receive and prisoners who may be afflicted
  with a prior incidical problem, afflicted with any contagious, infectious, venercal
  disease, mental illness, illness or injury that has not been treated prior to entry
  into the Washington County Jail, or having received any prisoner thereafter.
- Sheriff may refuse to receive any prisoner based upon current jall population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
- This agreement may be terminated by either party during its term, by giving the other party a minimum of ninety (90) days written notice.
- This agreement shall be effective. April 1, 2020, and terminate March 31, 2021.
- All former continets and/or agreements between the parties hereto relative to the subject matter of this continet are hereby canceled and terminated.

This agreement entered into in behalf of the Developing College College College purmant to Resolution Ordinance Number (II - 2/11 passed 3-b. 11 2020.

Any altercation of contract shall result in the contract being nult and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; more hereto caused their names to be transcribed on the day first written above.

Commissioner

Commissioner

Washington County Commissioners

World A. White

Approved as to form

Nicele T. Coil. Prosecutor

Larry R. Mineks, Sr., Sheriff

NOTHERNIE CONSULTANT: Fromon) Assessments by PDF Fath Load: Tack ! DETAILED EREAKDOWN OF PROPOSED TOTAL HOURS.
PERSONNEL CATEGORIES, AND LABOR BAYES 106647 Task Description X Proj. Exc. (\*Proj. Mgr. Se i i specie Proj. Expension in Survey 2.W. in Specialism F. Specialism in Clarical Haars Labor Cods Cods Proposal Bate: Revised Date: 1 10 12544) HOLELY RATES 1741451 \*\*\*\* = 1 1171 Safer 214 Tatal Cost



## Department of Public Safety



Mile Colling, Country for heated, its Governor Homas Lightbath Credict

Lighton F. Myore, Lee, 2019 Decision

## SUBGRANT AWARD AGREEMENT

Subgrant Number: 2020-CE-LEF-2228

Title: CESF- Inmates

In accordance with the provisions of the FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C, Catalog of Federal Domestic Assistance (CDFA) 16.034 Coronavirus Emergency Supplemental Funding Program 2020 funded through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with the requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Athens County Commiss	ioners		
Implementing Agency:	Athens County Sheriff's C	Office		
Award Periods:	05/01/2020 to 06/30/202	İ		
Closeout Deadline:	08/29/2021			
Award Amounts:	OCJS Funds:	\$7.035.00	100%	
	Cash Match:	00.02		
	Inkind Match;	00.02		
	Project Total:	\$7,035,00	100%	

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below. (i)

Karhlton F. Moore, Executive Director
Ohio Office of Criminal Justice Services

The Subgranice agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgranice.

County Commissioner

Athens County Commissioners

2/3/2/

Award Date

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

Sheriff

Athens County Sheriff's Office



100 Old Wilson Bridge Road Buite 110 Buite 110 Warthington, Chie 43080 0505-0500 9000-0500 9000-0500

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February 8, 2021

Mr. Chris Chiniel Athens County Commissioners Office 15 S. Court Street Athens, Obio. 45701

> RE: Cost Estimate for Monitoring at Athens County 691 Landfill - 2021 Athens County Commissioners

Dear Mr. Chmiel:

Bapon & Associates, Inc. (Engon) is pleased to provide the Athens County Commissioners with a proposed scope of work and crost estimate for providing professional hydrogeologic consulting services relative to groundwater, NPDES, and landfill gas monitoring and inspection and reporting activities for 2021 at the Atheas County for J. Landfill. Additionally, Engon is proposing to update the Statistical Analysis Program for Groundwater Quality Monitoring, which is not required but is recommended.

## PROPOSED SCOPE OF SERVICES

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

Task 1. Semiannual Detection and Corrective Measures Groundwater Monitoring

Fagon will conduct two semianmal groundwater sampling events. Spring and Fall of 2021 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 tack 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 pods that need replaced or cosing 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 berein but are listed on the bottom of the attached badget spreadsheet.

Eagon will develop a sampling schedule for the year and provide a reminder notification to the Athens County Commusioners approximately one week before the sampling event. We will also coordinate with the analytical behonatory regarding the number and types of analyses to be consisted, including sample bottle shipping and labeling requirements. We will collect shewide groundwater beet measurements in all monitoring wells prior to conducting any groundwater sampling, inspect the monitoring wells change each sampling event, and collect groundwater sampling inspect the monitoring wells through a coording to the methods outlined in the current sampling and analysis plan. We will complete adult relevant documentation including field notes, sample collection records, and chain of custody, and deliver samples to the laboratory via overnight courier.

Hydrogeologic Censulting

Mr. Chris Chmiel February 8, 2021 Page 3

## Task 7. Update Statistical Analysis Program

Eagon will update the Statistical Analysis Program for Detection Groundwater Monitoring to incorporate the compiliance period data into the background period. The background periods have not been updated since 2016. This update will also include a request for Ohio EPA approval to add results into background that have been previously identified as statistically significant increases.

## Task B. CMP - 5-Year Review

Eagon will perform the five-year review of the corrective measures monitoring program to determine if any additional remedial measures are necessary based on the groundwater quality data collected since 2016 pursuant to the July 19, 2011 Ohio EPA letter. A letter report discussing the findings will be prepared and submitted to Ohio EPA.

## ESTIMATED COSTS

The estimated cost for hydrogeologic consulting services to complete the above work scope is \$54,123.00 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 I.	Semiannual Detection and Corrective Measures	
	Groundwater Monitoring (2 events, plus 2 resamples)	\$15,461.00
Task 2.	Semiannual Groundwater Monitoring Reports	\$11,472.00
Task 3.	Annual Solid Waste Reporting	\$ 1,369,00
Task 4.	Yearly and Quarterly NPDES Sampling and Reporting	\$ 5,779.00
Task 5.	Semiannual LFG Measurements and Reporting	\$ 2,047.00
Task 6.	Quarterly Site Inspection and Reporting	\$ 7,079.00
Task 7.	Update Statistical Analysis Program	\$ 5,952.00
Task 7.	CMP - 5-Year Review	\$ 4,964,00
		\$54,123.00

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.

Mr. Chris Chmiel February 8, 2021 Page 2

## 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 snalyzed 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, calia-of-cutody 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 demonstration.

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

## Task 3. Annual Solid Waste Reporting

Eagon & Associates, Inc. will prepare the annual post closure report for 2020 and submit to Ohio EPA by April 1, 2021.

## 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 untital 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 NPDBS 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 Ohlo EPA comments on the NPDBS sampling results. As stated in Task 1, the laboratory costs are not included herein, but are listed at the bottom of the attached budget spreadtheet.

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

Eagen 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.

Mr. Chris Chmiel February 8, 2021 Page 4

Please feel free to contact me at (614) 888-5760 if you have any questions or comments

Shay Beanland, CPG
Hydrogeotogist

SB/mi

JOURNAL

February 09, 2021

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