

**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.

#### MINUTES

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.

#### 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: 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 Department.

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 ACDJFS 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 4<sup>th</sup>, 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 Gillman 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

—hereafter referred to as "Contractor".

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

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

WITNESSETH:

In consideration of the mutual covenants herein made, each of the parties 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 statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.

b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail 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 contract.

2. The cost to be paid to the County by the Contractor shall be the amount of sixty eight dollars (\$68.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.

3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.

4. The County may reject and refuse to receive and prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.

5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.

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

7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.

8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.

9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.

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

11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at anytime in the future may be in force at the 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 1, 2021, and terminated March 31, 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 alteration of contract shall result in the contract being null and void.

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

/s/ Lenny Eliason, Commissioner

Joni Allbaugh, Witness

/s/ Charlie Adkins, Commissioner

Rodney Smith, Sheriff

/s/ Chris Chmiel, Commissioner

Washington County Commissioners

Witness

Keven J. Ritter, President

President Ben Cowdery, Clerk

Charlie L. Schilling

James W. Booth

Approved as to form

Larry R. Minks, Sr., Sheriff

Nicole T. 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:

Value Analysis, 2 parcels @ \$900 each	\$1,800
Value Analysis Project Management, 2 parcels @ \$240 each	\$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
<b>TOTAL</b>	<b>\$19,570</b>

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	Reimb (%)	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 project cost as of November 2020

### Expected Expenses/Reimbursements

Project Costs	Total Project Cost	Reimb Amount	County Funds	Paid-to-Date	Remaining
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.

(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 30<sup>th</sup>.

#### **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. Eliason's 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; 211 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 State Agency, hereby approves the project application submitted as complying with the requirements of the Agency for the fisc.11 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: OCJS 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. Adkins 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. Adkins 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 corner 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**

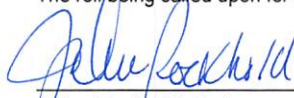
A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the wages as presented by Mr. Adkins, for Commissioner's employees.

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

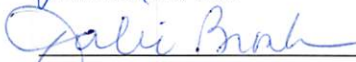
**ADJOURN**

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

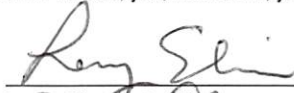
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.



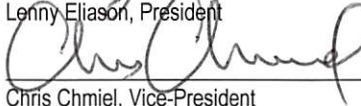
JoAnn Rockhold, Clerk



Julie Brooks, Assistant Clerk



Lenny Eliason, President



Chris Chmiel, Vice-President



Charlie Adkins





Check req'd &amp; Forthcoming



# ATHENS COUNTY ENGINEER'S OFFICE

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

## ATHENS COUNTY UTILITY APPLICATION / PERMIT

Permit fee: \$50.00

Permit No. 21-324

Date 1/21/21

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.

Subject to all of the terms, conditions and restrictions printed or written below, permission is granted to:

Owner/Applicant Name: Frontier Communications

Mailing Address: 754 West Union Street Athens, Ohio

Contact Person: Steven Kislung

Mobile: 740-591-3687

Phone: 740-593-7599

Fax: Email: steven.kislung@ftr.com

Location of work to be performed within the right-of-way (Location Map to be included):

County Road Number: 93 County Road Name: Twp. Road or Main Street Millfield, OH.

Beginning & Ending Points: Near Intersection of Main Street and Railroad Street Dover Twp Rd #1109

Township Road Number: Township Road Name:

Beginning & Ending Points:

Description of work to be performed within the right-of-way: ☐ Gas ☐ Electric ☐ Phone ☐ Cable ☐ Water ☐ Sewer

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

Type of Installation (Check all that apply):

☒ 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

Estimated Project Schedule

Start Date (mm/dd/yyyy) 02/10/21 Completion Date (mm/dd/yyyy) 02/12/21

General Description of Work: Make road bore as designed on attached construction prints sheet 3 of 4. Frontier project 2471904.

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.

# ATHENS COUNTY ENGINEER'S OFFICE

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

## ATHENS COUNTY UTILITY APPLICATION / PERMIT

Permit fee: \$50.00

Permit No. 21-328

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.

Subject to all of the terms, conditions and restrictions printed or written below, permission is granted to:

Owner/Applicant Name: FRONTIER COMMUNICATIONS

Mailing Address: 754 W UNION ST., ATHENS, OH 45701

Contact Person: STEVE KISLING

Mobile:

Phone: 740-593-7599

Fax: Email: steven.kislung@ftr.com

Location of work to be performed within the right-of-way (Location Map to be included):

County Road Number: 42 County Road Name: 19310 Mill School Rd

Beginning & Ending Points: Existing pedestal 1212-20 approx 30' bore to cust premise 19310 Mill School Rd

Township Road Number: Township Road Name:

Beginning & Ending Points:

Description of work to be performed within the right-of-way: ☐ Gas ☐ Electric ☐ Phone ☐ Cable ☐ Water ☐ Sewer

☐ Other (please describe):

Type of Installation (Check all that apply):

☐ 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

Estimated Project Schedule

Start Date (mm/dd/yyyy) 02/11/2021

Completion Date (mm/dd/yyyy) / / \* 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 Construction Requirements item #2 highlighted on the Next Page.



*Print or Type Name and Title*

## Washington County



1115 Gilman Avenue  
Marietta, Ohio 45750  
740-373-6623

*Commissioners*  
Ronald L. Feathers / ext. 2012 / rfeathers@wco.gov  
Kevin J. Ritter / ext. 2013 / kriter@wco.gov  
David A. White / ext. 2014 / dawhite@wco.gov  
*Fiscal Manager/Clerk*  
Ben Cowdery / ext. 2011 / bcowdery@wco.gov

February 3, 2020

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

Enclosed is the 2020 Jail 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 \$68.00 per day.

Please return signed contract to:

Washington County Commissioners  
1115 Gilman Ave  
Marietta, Ohio 45750

Sincerely,

Shelly Vincent,  
Assistant Clerk, Washington County Commissioners

Visit our website: [www.washingtonco.org](http://www.washingtonco.org)

The Board of Washington County Commissioners is an Equal Opportunity Provider and Employer

CONTRACT FOR HOUSING PRISONERS  
In the  
WASHINGTON COUNTY JAIL

WHEREAS, this contract is made this 11 day of February, 2020, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereafter referred to as "Sheriff", and Ben Cowdery, Clerk, hereafter referred to as "Contractor".

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

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

WITNESSETH:

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

- The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons:
  - All persons arrested by \_\_\_\_\_ for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of 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.
  - Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contract.
- 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 jail, which apply to all the prisoners therein.
- 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.
- No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
- The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
- Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at anytime in the future may be, in force at the offices of Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the Department of Rehabilitation and Corrections.
- The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Washington County Jail. Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provided, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notification terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

- 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 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 Washington County Commissioners pursuant to Resolution/Ordinance Number 11-2/11 passed July 11, 2020.

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

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

Commissioner  
  
Commissioner  
  
Commissioner

Washington County Commissioners

Ronald L. Feathers, President

Kevin J. Ritter

David A. White

Larry R. Mincks, Sr., Sheriff

Witness  
  
Sheriff

Witness

Ben Cowdery, Clerk

Approved as to form

Nicole T. Coil, Prosecutor





February 3, 2021

**Ms. Chelsie McKee**  
Athens County Regional Planning Commission  
280 W. Union Street  
Athens, OH 45701

Re: ATH – Chauncey Bikeway Extension (PID 10605-7)  
Proposed Contract Modification No. 2  
Scope and Fee Proposal for Vegetation Services for Donated Parcels as Requested by ODOT

Dear Ms. McKee:

Pennont is pleased to submit the Scope and Fee Proposal for the Contract Modification (No. 2) of the Churnkey Bitterley Extension project referenced above. The proposal includes the Scope of Services and the Fee proposal from Pennont and O.R. Colan Associates. As shown in the attached Fee proposal, the total contract modification requested is \$13,618,870, which includes negotiation services for donated parcels as requested by ODOT (O.R. Colan Associates) in the amount of \$13,400.00 and a contribution fee (Pennont) in the amount of \$318.70.

Our original contract, dated 3/10/2020 and modified on 1/20/2021, shall remain in effect but shall be modified to include the attached Scope and Fee. Please signify your concurrence with the attached contract modification by placing your signature and date at the bottom of this letter.

We look forward to continuing work on this project. If you require any additional information or have any questions, please feel free to contact me at 614-498-0401.

Sincerely,  
Pennoni

David W. Jones, PE  
Associate Vice President

**Mark Powell, PE**  
**Project Manager**

Signed and approved by:

Signature \_\_\_\_\_

Printed Name

Date \_\_\_\_\_

5202 North Reed Park  
Suite 200  
Columbus, OH 43220  
T 614-465-7021  
F 614-465-1794  
www.columbus.com

ALAN O'BRIEN and BERNARD L. STERN

DETAILED BREAKDOWNS OF PROPOSED TOTAL HOURS  
PERSONNEL, CATEGORY, AND LADDER RATES

County Board and Section Agreement No. with	ALL 4 to various fisheries (1)
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**CONTACT:** [Prerna@prernaplastics.com](mailto:Prerna@prernaplastics.com)

### DESCRIPTION:

1. *Contract Administration of New York Publications of O.R. & Social Sciences*  
 (Hightstown, N.J.: Ardenhouse Services)

	2008	2009
Total Cost of Payable	\$72.60	\$65.00
for Payment	\$65.00	\$65.00
Total Payment or Salary	\$44.00	\$35.00
in All the Separation	\$35.00	\$35.00
of Separation or	\$10.60	\$10.00
Amount	\$24.00	\$25.00

Average Contract Bids =	\$4,115	Net For Cost
Theoretical Percentage =	100.0%	
Net For Premium =	91.0%	
Cost of Money =	9.1%	

[illegible]



Department of  
Public Safety

Mike DeWine, Governor  
Deputy Governor

Thomas J. McArthur, Director  
Richard E. Moore, Executive Director



### SUBGRANT AWARD AGREEMENT

Subgrant Number: 2020-CE-LEF-2228

Title: CESF- Inmates

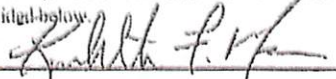
In accordance with the provisions of the FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C, Catalog of Federal Domestic Assistance (CFDA) 16.034 Coronavirus Emergency Supplemental Funding Program 2020 funded through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office 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 Commissioners		
Implementing Agency:	Athens County Sheriff's Office		
Award Periods:	05/01/2020 to 06/30/2021		
Closout Deadline:	08/29/2021		
Award Amounts:	OCJS Funds:	\$7,035.00	100%
	Cash Match:	\$0.00	
	Inkind Match:	\$0.00	
	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.

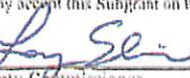
The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

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

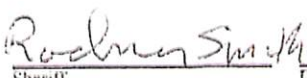
2/3/21  
Award Date

The Subgrantee 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 Subgrantee.

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.

  
Day Seer  
County Commissioner  
Athens County Commissioners

2/9/21  
Date

  
Rodney Smith  
Sheriff  
Athens County Sheriff's Office

2-8-21  
Date

#### Mission Statement

"To save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."



100 Old Wilson Bridge Road  
Suite 110  
Worthington, Ohio 43085  
(614) 888-5760  
eagoninc.com

February 8, 2021

Mr. Chris Chmiel  
Athens County Commissioners' Office  
15 S. Court Street  
Athens, Ohio 45701

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

Dear Mr. Chmiel:

Eagon & Associates, Inc. (Eagon) is pleased to provide the Athens County Commissioners with a proposed scope of work and cost estimate for providing professional hydrogeologic 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.

#### PROPOSED SCOPE OF SERVICES

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

##### Task 1. Semiannual Detection and Corrective Measures Groundwater Monitoring

Eagon will conduct two semiannual 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 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 QAGC 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.

#### Hydrogeologic Consulting

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 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 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 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 punchbarr 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.

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 compliance 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 8. 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 1.	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 8.	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 4

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

Sincerely,

Shay Bealand, CPG  
Hydrogeologist

SB/ms  
encl.



[illegible]

**Exp. 1**

**Abstract Background:** The 2013 budgeting season

PERSONNEL		REPRESENTATIVES	
The fee for our services will be based upon the time spent upon the project by personnel according to the following schedule:		The following expenses, when incurred in direct connection with the project, will be charged as follows:	
Daytime	12.00 per hour	Travel Expenses	1.00 per mile
Night	16.00 per hour	Travel Baggage	1.00 per bag
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EXHIBIT B

MINIMUM LIMITS OF COVERAGE	
A. Workers' Compensation - Covers A	\$1,000,000
B. Comprehensive General Liability (including Commercial Liability)	\$1,000,000 each occurrence
C. Comprehensive Automobile Liability (Owned, Hired, and Non-owned Vehicles)	\$1,000,000 each occurrence
D. Professional Liability	\$5,000,000 each claim
E. Umbrella	\$4,000,000 per occurrence aggregate

Note: Minimum limits can be satisfied by underlying limits or a combination of underlying and umbrella limits for all coverage forms described, except Professional Liability.

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