

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, April 9, 2019, with Lenny Eliason presiding, Charlie Adkins and Chris Chmiel in attendance.

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 April 9, 2019 - Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes from March 26th, 2019

Approve Appropriations, Transfers, New Line Items Requests/Changes

Approve Bills

09:30 911 - Lt. Aaron Maynard
09:45 DJFS - Jean Demosky - Surplus Items, etc.
10:15 Co. Planner, Jessie Powers
01:15 EMA - Dir. Don Gossel
01:30 Viewing of Athens Belpre Rail Trail Frost Road

~ AGENDA ITEMS

Sustainability Email
Sheriff - Surplus Vehicle
Rural Action - Letter of Support (ARC)
Acknow. Receipt of Health Dept. Levy Certificate of Estimated Revenue
Land Bank Agrmt. Various Multi Media Services
CORSAs - Increasing Liability Limits
Engineer - Bid Advertisement - Poston Station Road Rehab Project
ATH CR20 Slip Repair Bid Award
HAPCAP - Satisfaction of Mortgage
510 W. Union St. Property
Utility Permit

~TRAVEL

Commissioners
Comm. Chris Chmiel - Ohio EPA Sustainability Conf. - April 17 - Columbus, Ohio

Sheriff
Crystal Allen - Advocate Training - April 25 - Pickerington, Ohio
Crystal Allen - Advocate Training - June 26-27 - Lewis Center, Ohio
Crystal Allen - Advocate Training - July 25 - Delaware, Ohio
Deputy Mike Burba - Field Training Officer (FTO) Training - April 9-11 - OPOTA, Richfield, Ohio

EMA
Dir Don Gossel - Ohio EMA Region 7 Dept. Homeland Security Training - April 4 - Jackson, Ohio

WDB- Dist. 14
Laurie McKnight - Present at CCAO Webinar - Area 14 / Meigs Case Mgt. - April 10 - Columbus, Ohio

Treasurer
Ric Wasserman, Mary Coffman - Spring Treas. Conf. - May 6-8 - Dublin, Ohio

Recorder
Jessica Markins - ORA Spring Continuing Education - April 9-10 - Columbus, Ohio

Planner
Jessie Powers - EODA Board Mtg. - April 26 - Walnut Creek, Ohio

~ADJOURNMENT

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

MINUTES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from March 26, 2019.

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

APPROVE APPROPRIATIONS, TRANSFERS, NEW LINE ITEMS REQUESTS/CHANGES

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: April 9, 2019 - Budget Transfers and Amendments.

Copies on file in Commissioner's Office.

(Copied to page 232).

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: 04/02/2019 To: 04/09/2019 and the bills are hereby the same and authorize the County Auditor to issue warrants on the County Treasurer for payment in the same. Complete list of bills maintained in the Auditor's office. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

**911 - LT. AARON MAYNARD, ACTING DIR. - NATIONAL 911 TELECOMMUNICATOR WEEK
PROCLAMATION
NATIONAL 9-1-1 TELECOMMUNICATOR WEEK
APRIL 14-20, 2019**

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and,

WHEREAS, it takes a special strength to be the calm voice when lives are on the line. To take control of an emergency using just a phone. To get the right kind of help to the right location. To give instructions that make a difference, no matter what the situation; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and medical personnel is critical to the protection of life and preservation of property; and, WHEREAS, the safety of our police officers, medical personnel, and firefighters is dependent upon the quality and assured accuracy of information obtained from citizens who telephone the Athens County 9-1-1 Emergency Communications center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers, emergency medical personnel, and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the Athens County 911 Emergency Communications have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, therefore, Be It Resolved that the Board of Athens County Commissioners declares the week of April 14 through 20, 2019 to be National Public Safety Telecommunicators Week in Athens County, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

Signed this 9th day of April,, 2019

/s/ Lenny Eliason, Commissioner

/s/ Charlie Adkins, Commissioner

/s/ Chris Chmiel, Commissioner

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 - AGENDA, MISC. ITEMS
COMMISSIONERS**

4-9-19

ACDJFS

1. Organizational Review

2. Telephone - Have done Web based demo with FreedomLinx

3. County Family Services Planning Committee - Required to have Committee.

a. Membership - Committee now consists of: S.E. Ohio Legal Services, Children Services, Consulting Service, ACBDD Member, DJFS (Dir. Required to be on committee) - More options: HAPCAP, WDB Dir. Laurie McKnight, a former client, Integrated Services, Friends & Neighbors from Coolville (or Community Group), County Library Representative. She will bring 3 more options at a later date.

4. Children's Hunger Alliance - Non Profit - Feel it is a good fit with DJFS. For more Summer Feeding sites - Nutrition focused.

a. Summer Feeding

5. Workforce Development

a. State Conference - Will be attending with WDB Dir. Laurie McKnight, " Let's Get Workforce Development In Order , is at the top of the list for 2019"

b. CCMEP Stats Performance Report 2018 for 14-24 year olds, Athens County exceeds the State Rate in each category.

- c. Possible new program - Annual Income Rates - Focus on better jobs / improving the jobs for individuals.
6. Surplus - 7 reception chairs

DJFS - SURPLUS PROPERTY (CHAIRS)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following County Property Declared Surplus, as recommended by DJFS Dir. Jean Demosky:

Reception area chairs (7) damaged Approved for destruction

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

EXECUTIVE SESSION w/DJFS DIR. JEAN DEMOSKY

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to enter into executive session at 9:53 with DJFS Dir. Jean Demosky to discuss the purchase of property.

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

REGULAR SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Chmiel to return to regular session at 10:10.

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 purchase of real estate at 510 West Union, no changes to plan.

DJFS - FTC&H ARCHITECTURAL SERVICES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the recommendation of DJFS Director Jean Demosky to accept the qualifications of FTC&H for architectural services for DJFS.

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

PLANNER - JESSIE POWERS, UPDATES CR24A

Planner, Jessie Powers presented cost option comparisons from Triad Engineering for the CR24A Extension Flood Improvement Option: Time line for project: Start Date scheduled for week of March 24th, Proposing Completion by end of May, which fits the Grant Deadline. If any design changes, Grant Deadline needs completed by end of July. Grant Funding: ODOT contract unfulfilled with anticipated match already paid with that grant, will settle up at end of project. Could potentially get a bill or refund at that point. Also have ODNR Clean Ohio Trail Fund Grant. Total Contract Amount: \$204,934.00 - Reimbursement: 12/2017: \$142,491.00 - Reimbursement 11/2018: \$3,635.74 with \$58,807.00 remaining., not expended, with grant still open. A reimbursement request could be made. They only cover 75%. It could reduce the cost to the county.

Option 1 - Raise trail to base flood elevation (1 00 yr storm) • In order to raise the trail to the base flood elevation, walls would need to be constructed along each side of the trail, for the full length of the trail.

At approx. \$32,000.00 Option 1 is almost certainly cost prohibitive.

Option 2 - Raise trail from Station 33+00 to 45+00 (raises low point in this area from 620 to 625.

At approx. \$175,000.00 Option 2 is feasible, however, trail may still flood each year.

Option 3 - Maximize use of slope stabilization along steepest slopes with swilling flows. Materials could be grouted rip rap, articulated concrete, permanent matting, etc.

Approximately 4,000 sq. ft of articulated concrete can be installed on the slopes for \$100,000.00

Option 4 - Use available money to create a revolving fund to pay for necessary maintenance to the bike trail.

Further investigation with the counties accountant and/or attorney needs to be performed.

(Flood Improvement Option Comparison copied to page 237).

* County Engineer, Jeff Maiden weighed in on design options as well, stating that by elevating even a few feet, in some areas, could eliminate some intermittent flooding throughout the year. He suggested have a conversation with the design engineer. The Commissioners would like Planner Jessie Powers to discuss Option 2 further with ODOT and return next week.

BIKEPATH - BAILEY'S MOUNTAIN BIKE TRAIL SYSTEM RESOLUTION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Resolution of support for the Bailey's Mountain Bike Trail System Project:

A RESOLUTION EXPRESSING SUPPORT OF THE BAILEY'S MOUNTAIN BIKE TRAIL SYSTEM PROJECT OF THE WAYNE NATIONAL FOREST

IN ATHENS COUNTY, OHIO AND RURAL ACTION'S ARC POWER APPLICATION FOR:
ASSET BASED ENTREPRENEURSHIP, TRAILS TOWNS
AND TOURISM IN THE APPALACHIAN OHIO ECONOMY

WHEREAS, the Wayne National Forest has embarked on a plan to implement a 1994 concept for trails through the Wayne Forest; and

WHEREAS, this 88-mile, human-powered trail system will be one of the longest connected trail systems east of the Mississippi; and

WHEREAS, the Wayne National Forest as part of this trail plan is pursuing funding for the project in concert with Rural Action; and
 WHEREAS, the trail system project has the potential to strengthen economic development in the Athens area and the Appalachian region through increased tourism; and
 WHEREAS, the trail system will promote activities that are consistent with the Athens County Comprehensive Plan that promotes a healthy environment; and
 WHEREAS, the trail system will be available to mountain bikers of all skill levels as well as hikers, trail runners and nature watchers; and
 WHEREAS, a portion of the trail is designed to be ADA accessible;
 THEREFORE, The Athens County Board of Commissioners are supportive of this project and the positive impacts its completion will have on Athens County Communities and the Appalachian region. This Resolution shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Board of Commissioners.

/s/ Lenny Eliason Date 4/9/2019
 /s/ Charlie Adkins Date 4/9/2019
 /s/ Chris Chmiel Date 4/9/2019

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

SUSTAINABILITY EMAIL DISCUSSION

Commissioner Chmiel would like to create a list serve with a sustainability email account. He will check into creating a Gmail account for this, and run it through the Prosecuting Attorney's Office as well.

SHERIFF - SURPLUS VEHICLE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following vehicle be declared surplus and transferred to the Amesville Police Department, as recommended by the Sheriff Dept.:

2009 Ford Crown Vic Vin#2FAHP71V99X109515

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

BAILEY'S TRAIL SYSTEM / RURAL ACTION - LETTER OF SUPPORT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Letter of Support to be sent to the Appalachian Regional Commission, re: the Rural Action, Bailey's Trail system on the Wayne National Forest:

April 8, 2019

Scott Hamilton, Executive Director
 Appalachian Regional Commission
 1666 Connecticut Ave. NW, Suite 700
 Washington, DC 20009-1068

Dear Mr. Hamilton:

We are writing in support of the competitive grant application submitted by Rural Action for funding in the Appalachian Regional Commission (ARC) Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) 2019 grant program.

Rural Action, in collaboration with many regional partners, seeks to diversify and strengthen small towns and rural communities in our region by promoting entrepreneurship and economic development opportunities surrounding the creation of a world-class trail system in the region. The Bailey's Trail system on the Wayne National Forest-an 88 mile world class trail system, the Buckeye Trail, and connectors to local rail trails and other amenities will create significant opportunity to transform the economies of the towns located near the trailheads. Construction of significant trailhead amenities, entrepreneurial support, and solid branding and marketing of these assets will provide transformative opportunities for people in communities that have been hard-hit by the downturn in the coal sector.

Please give every consideration to this important economic development initiative in the heart of Ohio's coal country. This is an important project for Athens County, and for our trailhead communities: Chauncey, Doanville and Buchtel.

Sincerely,

/s/ Charlie Adkins, Athens County Commissioner
 /s/ Chris Chmiel, Athens County Commissioner
 /s/ Lenny Eliason, Athens County Commissioner

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

HEALTH DEPT. LEVY / TB LEVY - CERTIFICATES OF ESTIMATED REVENUE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the following Certificates of Estimated Property Tax Revenue, prepared by the County Auditor,

DTE Form 140R
Revised 5/20 11
O.R.C. §5705.03(B)

CERTIFICATE OF ESTIMATED PROPERTY TAX REVENUE

The County Auditor of Athens County, Ohio does hereby certify the following:

1. On April 3, 2019 the taxing authority of the Athens County Board of Commissioners certified a copy of its resolution or ordinance adopted March 26, 2019 requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by Three-tenths (0.30) mills, to levy a tax outside the 10-mill limitation to support tuberculosis treatment or clinics pursuant to Revised Code §5705.20 to be placed on the ballot at the November 5, 2019, General Election.

The levy type is a Renewal.

2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$ 123,487. *

3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$ 1,161,064,630.

/s/ Jill A. Thompson, Athens County Auditor

April 4, 2019

• Estimate calculated based on a 5% delinquency.

Date

/s/ Jill A. Thompson, Athens County Auditor

www.athenscountyauditor.org

DTE Form 140R
Revised 5/20 11
O.R.C. §5705.03(8)

CERTIFICATE OF ESTIMATED PROPERTY TAX REVENUE

The County Auditor of Athens County, Ohio does hereby certify the following:

1. On April 13, 2019 the taxing authority of the Athens County Board of Commissioners certified a copy of its resolution or ordinance adopted March 26, 2019 requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by Four-tenths (0.40) mills, to levy a tax outside the 10-mill limitation to provide sufficient funds to carry out health programs of general health district pursuant to Revised Code §3709.29 to be placed on the ballot at the November 5, 2019, General Election. The levy type is a Replacement.

2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$ 441,205. *

3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$ 1,161,064,630.

• Estimate calculated based on a 5% delinquency.

April 4, 2019

/s/ Jill A. Thompson, Athens County Auditor

Date

www.athenscountyauditor.org

(Copied to page 233).

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

LAND BANK - AGRMT. FOR SERVICES, MULTI MEDIA SERVICES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Agreement for Services - Web Site Hosting, Email Address Use, and Other Various Multi-Media Services:

**AGREEMENT FOR SERVICES-WEB SITE HOSTING. EMAIL ADDRESS USE. AND OTHER
VARIOUS MULTI-MEDIA SERVICES**

THIS AGREEMENT, made and entered into this 9th day of April, 2019, by and between Athens County Board of County Commissioners, hereinafter called the "Board" and the Athens County Land Reutilization Corporation, hereinafter called the "Land Bank", for the use of County web site hosting, county email address use and other various county multimedia services.

WHEREAS, the Land Bank is a County Land Reutilization Corporation created pursuant to Sections 5722.02 and 1724.04 of the Ohio Revised Code in order to facilitate the effective reutilization of non-productive land within Athens County's, hereinafter called the "County", boundaries and was formally recognized as an incorporated entity within the State of Ohio on January 3, 2018; and

WHEREAS, the Land Bank, as closely associated but separate from the County, is in need of web site hosting, a County email address, and other various multi-media services provided by the County to the Land Bank; and

WHEREAS, the Land Bank desires to engage the County to provide the services of hosting the Land Bank's website, a County email address for the Land Bank, and other various multi-media

services pursuant to R.C. § 1724.02(A)(15) as these services are necessary and convenient to carry out the purposes of Section 1724.01 of the Revised Code;

WHEREAS, the Board wishes to provide this support to the Land Bank.

NOW, THEREFORE, in consideration of the promises and the mutual promises and agreements hereinafter set forth, it is hereby agreed to as follows:

1. The Board agrees to host the Land Bank with a webpage on the County website. The Land Bank shall reimburse the Board for any pricing that the Board may be subjected to for the web site hosting.

2. The Board agrees to provide the Land Bank with a County email address that shall be solely used for Land Bank purposes. If the Board determines that the County email address is used for any other purpose by the Land Bank, the Board can immediately suspend the email address service to the Land Bank. The Land Bank agrees to pay the

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Board any fee associated with the setup and or service of the email address.

3. The Board further agrees to provide other various County owned or operated multi-media services to the Land Bank for Land Bank purposes only. Prior to providing this service, the County must receive written request from the Land Bank as to what multi-media service will be used and how it will be used. The Board agrees not to unreasonably withhold permission or authorization to use such multi-media services. The Land Bank agrees to pay the Board for any fees or costs associated with these multi-media services that the Land Bank may use.

4. This agreement shall be effective beginning April 9th, 2019.

5. This agreement shall be for an initial period of _____, ending on _____

_____. Provided either party may terminate this agreement by providing thirty (30) days' written notice. The Parties may mutually agree, in writing, to extend this contract for an additional _____

6. If the Land Bank fails to pay any associated fees related to web site housing, a County email address, or other various multi-media services, the County shall provide written notice to the Land Bank of such failure. If the Land Bank does not cure this failure within thirty (30) days of the written notice of default, the Agreement between the parties shall terminate.

7. It is not intended by this Agreement and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Parties or any of its employees, or between the Parties or any of its employees, or the County or any of its employees. Neither party shall be liable for neither any debts, accounts, obligations nor other liabilities whatsoever of the other. It is the intention of the Parties to maintain separate entities.

8. Any modification of the terms contained within this Agreement shall be by written amendment of the parties.

9. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 9th day of April, 2019.

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SIGNED AND ACKNOWLEDGED

IN THE PRESENCE OF:

Witness /s/ JoAnn Rockhold

Witness /s/ Julie Brooks

Approved as to Form:

Keller J. Blackburn Date

Athens County Prosecuting Attorney

Athens County Commissioners

The Board of Commissioners of Athens County, President

/s/ Lenny Eliason

Commissioner

/s/ Chris Chmiel

Commissioner

/s/ Charlie Adkins

Commissioner

Athens County Land Reutilization Corporation

Witness

Chairperson

Witness

Approved as to Form:

Keller J. Blackburn Date
Athens County Prosecuting Attorney

(Copied to pages 234-235).

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

CORSA - LIABILITY- INCREASE LIMITS FOR BUILDINGS

Discussion regarding CORSA Insurance's offer to increase the liability limits for County Buildings. They will keep it as is for now and possibly revisit later.

ENGINEER - BID ADVERTISEMENT - POSTON STATION ROAD REHAB PROJECT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Bid Advertisement for the Poston Station Road Rehabilitation Project with Bid Opening scheduled at 9:35 am on April 30, 2019, as recommended by the County Engineer, Jeff Maiden:

ADVERTISEMENT FOR BIDS

Sealed bids for the POSTON STATION ROAD REHABILITATION PROJECT will be received by the Board of County Commissioners of Athens County, Ohio, at their office, 15 S. Court Street, Athens Ohio 45701 until 9:35 a.m., Prevailing Local Time on the 30th day of April, 2019 and at that time and place will be publicly opened and read aloud. All bids will be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of pavement repair (mill and fill), chip seal interlayer, and application of asphalt rejuvenator along 3.1 miles of Poston Station Rd (CR110). The Engineer's Estimate of Construction Cost for the project is \$228,805.60.

Copies of the Construction Plans, Bidding Forms, and Specifications on the Unit Price Contract may be purchased from the Office of the Athens County Engineer, 16000 Canaanville Rd, Athens, Ohio 45701 during regular business hours (7:00 a.m. to 3:30 p.m. Monday through Friday). A non-refundable fee of \$30.00 will be charged for copies mailed or picked up by prospective bidders.

Legal notice and bid documents are also posted on the internet at www.athenscountyengineer.org under the "Bids/RFPs" heading.

Each bid shall have filed with it a bid guaranty in the form of a certified check, cashier's check, or letter of credit revocable only at the option of Athens County in an amount equal to 10% of the bid or a bond in accordance with division (B) of Section 153.54 of the Revised Code.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The project has interim completion date of June 17, 2019 for the pavement repair, chip seal interlayer, and temporary center line marking.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

Bidders must comply with the prevailing wage rates on Public Improvements in Athens County as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

The Board of County Commissioners of Athens County, Ohio reserves the right to reject any and/or all bids and to waive informalities as may be in the best interest of Athens County.

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

Athens County Engineer

Advertising dates: 4/14/19, 4/21/19

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

ENGINEER - ATH-CR20-2.62 SLIP REPAIR PROJECT BID ADVERTISEMENT

ADVERTISEMENT FOR BIDS

Sealed bids for the ATH-CR20-2.62 SLIP REPAIR PROJECT will be received by the Athens County Engineer at the County Engineer's office, 16000 Canaanville Rd, Athens, Ohio 45701 until 10:00 a.m., Prevailing Local Time on the April 8th, 2019 and at that time and place will be publicly opened and read aloud. All bids will be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of a 456 FT long drilled pile wall on CR20, guardrail construction, other miscellaneous items associated with the construction of the ATH-CR20-2.62 SLIP REPAIR PROJECT. The Engineer's Estimate of Construction Cost for the project is \$601,500. The bidder must hold a current prequalification with the Ohio Department of Transportation for the appropriate items of work, and must maintain such prequalification during the course of the contract. Copies of the Construction Plans, Bidding Forms, and Specifications on the Unit Price Contract may be purchased from the Office of the Athens County Engineer, 16000 Canaanville Rd, Athens, Ohio 45701 during regular business hours (7:00 a.m. to 3:30 p.m. Monday through Friday). A non-refundable fee of \$30.00 will be charged for copies mailed or picked up by prospective bidders.

Legal notice and bid documents are also posted on the internet at www.athenscountyengineer.org under the "Bids/RFPs" heading.

Each bid shall contain the full name and address of each person or company interested in the same and must be accompanied by either a bid bond in the amount of 100 percent (100%) of the bid amount with a surety satisfactory to Athens County and The Ohio Department of Transportation (ODOT), or by certified check, cashier's check, or a letter of credit upon a solvent bank in the amount of not less than ten percent (10%) of the bid amount in favor of the aforesaid County and ODOT, conditioned that if the bid is accepted, a contract will be entered into within ten (10) days after notice of acceptance. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond. A performance bond of one hundred percent (100%) of the amount of the contract with a satisfactory surety company, conditioned according to law, will be required for the faithful performance of the contract.

The bidder will be required to describe in full detail as to their experience in this class of work, and bids from contractors inexperienced in this particular type of work will not be considered. Bidders must comply with the Federal Davis-Bacon Wages. The work shall commence upon written notice of award by Athens County. The owner intends and requires that this project be completed no later than August 30, 2019.

The Board of County Commissioners of Athens County, Ohio reserves the right to reject any and/or all bids and to waive informalities as may be in the best interest of Athens County.

Jeff Maiden, P.E., P.S.
Athens County Engineer

Advertising Dates: 3/17/19, 3/24/19

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

ENGINEER - BID AWARD - ATH-CR20-2.62 SLIP REPAIR PROJECT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins awarding the Athens County Engineer ATH-CR20-2.62 Slip Repair Project - PID 103679 to Shelly & Sands, Inc., in the amount of \$383,198.20, as recommended by Athens County Engineer, Jeff Maiden.

(Bid Tab copied to page 236).

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

TRAVEL

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

Comm. Chris Chmiel - Ohio EPA Sustainability Conf. - April 17 - Columbus, Ohio

Sheriff

Crystal Allen - Advocate Training - April 25 - Pickerington, Ohio

Crystal Allen - Advocate Training - June 26-27 - Lewis Center, Ohio

Crystal Allen - Advocate Training - July 25 - Delaware, Ohio

Deputy Mike Burba - Field Training Officer (FTO) Training - April 9-11 - OPOTA, Richfield, Ohio

EMA

Dir Don Gossel - Ohio EMA Region 7 Dept. Homeland Security Training - April 4 - Jackson, Ohio

WDB- Dist. 14

Laurie McKnight - Present at CCAO Webinar - Area 14 / Meigs Case Mgt. - April 10 - Columbus, Ohio

Treasurer

Ric Wasserman, Mary Coffman - Spring Treas. Conf. - May 6-8 - Dublin, Ohio

Recorder

Jessica Markins - ORA Spring Continuing Education - April 9-10 - Columbus, Ohio

Planner

Jessie Powers - EODA Board Mtg. - April 26 - Walnut Creek, Ohio

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

HAPCAP SATISFACTION OF MORTGAGE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Satisfaction of Mortgage:

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the Board of County Commissioners of Athens County, with its offices located at 15 S. Court St, Athens, Ohio 45701, does hereby certify that the following described MORTGAGE DEED(S) have been fully

satisfied, and the County Recorder is authorized to discharge the same of record.

Name of Mortgagor(s)	Date of Mortgage	Date Recorded	Athens Co. Records Vol./Ref. Page
Athens Metropolitan Housing Authority 116 Madison St. Nelsonville, OH. 45764	03/06/2019	03/22/2019	554 184- 186

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

UTILITY PERMIT - AEP #19-147

From: AEP
9135 SR 682
Athens, Ohio 45701

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

Location of work: 9135 SR682 Athens, OH.

Description of Work: Electric - Extend 1 Phase Primary & Neutral conductor across Pleasanton Road. The starting point is pole #2126392451995 proceeding to the southeast approx. 138'.

Type of Installation: Overhead Line Crossing Road

Estimated Project Schedule: Start Date: 4/18/2019 Completion Date: 6/8/2019.

Agreed to by: /s/ Levi Staker
Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

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

EMA - DIR. DON GOSSEL - CONTRACTS

EMA Dir. Don Gossel discussed the following Weather Receiver Agreements and also invited the Commissioners to the upcoming Table Top Exercise being held on Tuesday, May 14, 2019. The Athens County Emergency Planning Committee, in conjunction with the Athens County Emergency Management Agency and Office of Homeland Security will be conducting their annual exercise.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Weather Receiver Agreements:

WEATHER RECEIVER AGREEMENT BETWEEN ATHENS COUNTY EMERGENCY
MANAGEMENT AGENCY AND COOLVILLE VOLUNTEER FIRE DEPARTMENT
RESPONSIBLE PARTY, OUTDOOR WEATHER SIREN

THIS AGREEMENT is made on the 26th day of March, 2019, by and between Athens County Emergency Management Agency, hereinafter referred to as "Provider", and Coolville VFD Outdoor Weather Siren, hereinafter referred to as "Responsible Party", collectively referred to as the "Parties".

Article 1. Recitals

On or about April 1, 2017, the Athens County Emergency Management Agency purchased or decided to purchase the following items for Provider:

1. (1) WX-250 Weather Receiver;
2. (1) Receiver Antenna and Cables; and
3. (1) Any programming software provided with the weather receiver.

Subsequently, the Athens County Emergency Management Agency obtained these items and provided such items to Buyer. The use of such items are for the Outdoor Weather Sirens within the County. Provider has decided to provide one (1) of each one of the items listed above for a total of three (3) items to each one of the communities where current Outdoor Weather Sirens exist in Athens County. Those locations are: The Plains, Nelsonville, Waterloo Township, Glouster, and Coolville.

Article 2. Contract Price

In an effort to assist the Responsible Party in furthering the protection of the County and the surrounding areas, the Provider is not requesting any sort of compensation for the items listed above. Responsible Party shall not be responsible for any payment to Provider for the items.

Article 3. Delivery of Items

Provider shall deliver three (3) total items which will consist of one (1) item each of the items listed in Article 1 to Responsible Party.

Article 4. General Terms

4.1 Installation and Maintenance

a. Provider shall be responsible for the installation of such items that Provider has delivered pursuant to Article 3.

b. Responsible Party will be solely responsible for the maintenance of the items and any costs associated thereafter with maintaining the items.

c. Responsible Party shall agree that the minimum requirements for the 'WHEN TO ACTIVATE' features governing the types of alerts, selected warnings and or watches, installed in the weather receiver providing service for Athens County are:

- a. When the National Weather Service initiates a Severe Thunderstorm WARNING (winds 58+ mph, large hail, severe lightening, and heavy rains);
- b. When the National Weather Service initiates a Tornado WARNING; and
- c. When the Athens County Emergency Management Agency has designated system testing to occur at 12 noon on the first Wednesday of each month or as otherwise directed.
- d. Responsible Party may choose any other 'WHEN TO ACTIVATE' features at their own discretion as the sirens responsible party with no responsibility incurred by the Provider or any other associated party.

4.2. Warranties

- a. Responsible Party understands that Provider is neither a Manufacturer nor vendor of the items listed in Article 1, that Provider is not responsible for the suitability of the items, and not responsible for the operation of the items.
- b. PROVIDER HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATIONS, WARRANTY OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE MERCHANT ABILITY, CONDITION, QUALITY, DURABILITY, VALUE, DESIGN, OPERATION, FITNESS FOR USE, OR SUIT ABILITY OF THE ITEMS IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSE AND USES OF RESPONSIBLE PARTY, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND PROVIDER SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES TO RESPONSIBLE PARTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE ITEMS AND THE MAINTENANCE THEREOF.

4.3. Secondary System Administrator

- a. Athens County 9-1-1 Emergency Communications will be the secondary system administrator for activating the outdoor warning systems directly linked to 9-1-1 Communications. These sirens include, The Plains-Nelsonville-and Waterloo Township, when the following conditions exist:
 - a. The weather receiver has failed and 9-1-1 Communications Director is directly made aware by the Responsible Party that the weather system is out of service for a designated period of time;
 - b. When a public safety official reports, to 9-1-1 Communications, an active funnel cloud or winds capable of producing damage and requests siren activation; and
 - c. When a public safety emergency occurs, the sirens may be used to alert the public of emergencies such as hazardous materials incidents and civil disturbances if requested by local government officials from Athens County.

Article 5. No Partnership

This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the Parties hereunder or any of their successor and assigns.

Article 6. Binding Effect

All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective heirs, administrators, legal representatives, successors and assigns of the parties hereto.

Article 7. Entire Agreement

This Agreement contains the entire agreement between the parties and there are no other terms express or implied, except as contained herein.

IN WITNESS WHEREOF., the parties have caused this Agreement to be executed this 26th day of March, 2019.

PROVIDER:

ATHENS COUNTY EMERGENCY
MANAGEMENT AGENCY

/s/ Don Gossel
EMA~ Director

BUYER:

OUTDOOR WEATHER SIREN

/s/ John W. Coen

Authorized Authority, Outdoor Weather Siren

Opt Out Provision (Please sign/initial if the
RESPONSIBLE PARTY declines the items)

Witness: /s/ Julie Brooks

ATHENS COUNTY COMMISSIONERS

Commissioner

Commissioner

Commissioner

APPROVAL AS TO FORM:

Keller J. Blackburn, Athens County Prosecutor

RESPONSIBLE PARTY, OUTDOOR WEATHER SIREN

THIS AGREEMENT is made on the 27th day of March, 2019, by and between Athens County Emergency Management Agency, hereinafter referred to as "Provider", and Gloucester Fire Outdoor Weather Siren, hereinafter referred to as "Responsible Party", collectively referred to as the "Parties".

Article I. Recitals

On or about April 1, 2017, the Athens County Emergency Management Agency purchased or decided to purchase the following items for Provider:

1. (1) WX-250 Weather Receiver;
2. (1) Receiver Antenna and Cables; and
3. (1) Any programming software provided with the weather receiver

Subsequently, the Athens County Emergency Management Agency obtained these items and provided such items to Buyer. The use of such items are for the Outdoor Weather Sirens within the County. Provider has decided to provide one (1) of each one of the items listed above for a total of three (3) items to each one of the communities where current Outdoor Weather Sirens exist in Athens County. Those locations are The Plains, Nelsonville, Waterloo Township, Gloucester, and Coolville.

Article 2. Contract Price

In an effort to assist the Responsible Party in furthering the protection of the County and the surrounding areas, the Provider is not requesting any sort of compensation for the items listed above. Responsible Party shall not be responsible for any payment to Provider for the items.

Article 3. Delivery of items

Provider shall deliver three (3) total items which will consist of one (1) item each of the items listed in Article 1 to Responsible Party.

Article 4. General Terms

4.1 Installation and Maintenance

- a. Provider shall be responsible for the installation of such items that Provider has delivered pursuant to Article 3.
- b. Responsible Party will be solely responsible for the maintenance of the items and any costs associated thereafter with maintaining the items.
- c. Responsible Party shall agree that the minimum requirements for the "WHEN TO ACTIVATE" features governing the types of alerts, selected warnings and or watches, installed in the weather receiver providing service for Athens County are:
 - a. When the National Weather Service initiates a Severe Thunderstorm WARNING (winds 58+ mph, large hail, severe lightening, and heavy rains);
 - b. When the National Weather Service initiates a Tornado WARNING; and
 - c. When the Athens County Emergency Management Agency has designated system testing to occur at 12 noon on the first Wednesday of each month or as otherwise directed.
 - d. Responsible Party may choose any other 'WHEN TO ACTIVATE' features at their own discretion as the sirens responsible party with no responsibility incurred by the Provider or any other associated party.

4.2. Warranties

- a. Responsible Party understands that Provider is neither a Manufacturer nor vendor of the items listed in Article 1, that Provider is not responsible for the suitability of the items, and not responsible for the operation of the items.
- b. PROVIDER HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATIONS, WARRANTY OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, VALUE, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE ITEMS IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSE AND USES OF RESPONSIBLE PARTY, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND PROVIDER SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES TO RESPONSIBLE PARTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE ITEMS AND THE MAINTENANCE THEREOF.

4.3. Secondary System Administrator

- a. Athens County 9-1-1 Emergency Communications will be the secondary system administrator for activating the outdoor warning systems directly linked to 9-1-1 Communications. These sirens include, The Plains-Nelsonville-and Waterloo Township, when the following conditions exist:
 - a. The weather receiver has failed and 9-1-1 Communications Director is directly made aware by the Responsible Party that the weather system is out of service for a designated period of time;
 - b. When a public safety official reports, to 9-1-1 Communications, an active funnel cloud or winds capable of producing damage and requests siren activation; and

c. When a public safety emergency occurs, the sirens may be used to alert the public of emergencies such as hazardous materials incidents and civil disturbances if requested by local government officials from Athens County.

Article 5. No Partnership

This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the Parties hereunder or any of their successor and assigns.

Article 6. Binding Effect

All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective heirs, administrators, legal representatives, successors and assigns of the parties hereto.

Article 7. Entire Agreement

This Agreement contains the entire agreement between the parties and there are no other terms express or implied, except as contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2019.

PROVIDER:

ATHENS COUNTY EMERGENCY
MANAGEMENT AGENCY

/s/ Don Gossel

EMA, Director

BUYER:

OUTDOOR WEATHER SIREN

/s/ Mike Funk

Authorized Authority, Outdoor Weather Siren

Opt Out Provision (Please sign/initial if the
RESPONSIBLE PARTY declines the items)

Witness: /s/ Julie Brooks

ATHENS COUNTY COMMISSIONERS

Commissioner

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

APPROVAL AS TO FORM:

/s/ Keller J. Blackburn 4/8/19

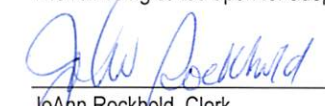
Keller J. Blackburn, Athens County Prosecutor

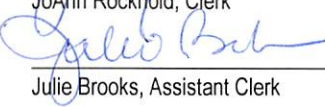
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

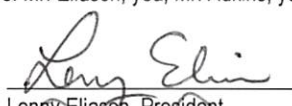
VIEWING OF ATHENS BELPRE RAIL TRAIL - FROST ROAD AT 1:30

A motion was made by Mr. Chmiel and seconded by Adkins to adjourn the above meeting, after the viewing of the Athens Belpre Rail Trail at 1:30, in Torch.

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

04/09/2019 08:32
4877jrockhold

Athens County
BUDGET TRANSFERS AND AMENDMENTS

1P
1bgamdent



Record Number	Year	Per	Journal Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2019	04	08 04/01/2019	4877jconralh	PO MAINT	102.95	0.00	Approved
2	2019	04	156 04/09/2019	4877mmilum	Appropriat	1,293.00	0.00	Pending Approval
3	2019	04	157 04/09/2019	4877mmilum	Appropriat	580.00	0.00	Pending Approval
4	2019	04	160 04/09/2019	4877mmilum	Approp	298.00	0.00	Pending Approval

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

Chris Daniel 4-9-19

Ken Lee 4/9/19

CD



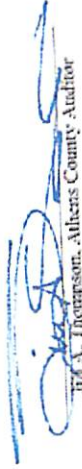
Jill A. Thompson
Athens County Auditor

DTE Form 140R
Revised 5/2011
O.R.C. §5705.03(B)

CERTIFICATE OF ESTIMATED PROPERTY TAX REVENUE

The County Auditor of Athens County, Ohio does hereby certify the following:

1. On April 3, 2019 the taxing authority of the Athens County Board of Commissioners certified a copy of its resolution or ordinance adopted March 26, 2019 requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by four-tenths (0.40) mills, to levy a tax outside the 10-mill limitation to provide sufficient funds to carry out health programs of general health district pursuant to Revised Code §3709.29 to be placed on the ballot at the November 5, 2019, General Election. The levy type is a Replacement.
2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$ 441,205.^{*}
3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$ 1,161,064,630.


Jill A. Thompson, Athens County Auditor

April 4, 2019
Date

^{*}Revenue calculated based on a 5% delinquency.



Jill A. Thompson
Athens County Auditor

DTE Form 140R
Revised 5/2011
O.R.C. §5705.03(B)

CERTIFICATE OF ESTIMATED PROPERTY TAX REVENUE

The County Auditor of Athens County, Ohio does hereby certify the following:

1. On April 3, 2019 the taxing authority of the Athens County Board of Commissioners certified a copy of its resolution or ordinance adopted March 26, 2019 requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by three-tenths (0.30) mills, to levy a tax outside the 10-mill limitation to support tuberculosis treatment or clinics pursuant to Revised Code §5705.20 to be placed on the ballot at the November 5, 2019, General Election. The levy type is a Renewal.
2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$ 123,487.^{*}
3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$ 1,161,064,630.


Jill A. Thompson, Athens County Auditor

April 4, 2019
Date

^{*}Revenue calculated based on a 5% delinquency.

Board any fee associated with the setup and or service of the email address.

3. The Board further agrees to provide other various County owned or operated multi-media services to the Land Bank for Land Bank purposes only. Prior to providing this service, the County must receive a written request from the Land Bank as to what multi-media service will be used and how it will be used. The Board agrees not to unreasonably withhold permission or authorization to use such multi-media services. The Land Bank agrees to pay the Board for any fees or costs associated with these multi-media services that the Land Bank may use.

4. This agreement shall be effective beginning April 9th, 2019.

5. This agreement shall be for an initial period of _____, ending on _____.
6. Provided either party may terminate this agreement by providing thirty (30) days' written notice. The Parties may mutually agree, in writing, to extend this contract for an additional _____.

6. If the Land Bank fails to pay any associated fees related to web site hosting, a County email address, or other various multi-media services, the County shall provide written notice to the Land Bank of such failure. If the Land Bank does not cure this failure within thirty (30) days or the written notice of default, the Agreement between the parties shall terminate.

7. It is not intended by this Agreement and nothing contained in this Agreement shall be construed to create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Parties or any of its employees, or between the Parties or any of its employees, or the County or any of its employees. Neither party shall be liable for neither any debts, accounts, obligations or other liabilities whatsoever of the other. It is the intention of the Parties to maintain separate entities.

8. Any modification of the terms contained within this Agreement shall be by written amendment of the parties.

9. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

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

this 9th day of April, 2019.

2

AGREEMENT FOR SERVICES – WEB SITE HOSTING, EMAIL ADDRESS USE, AND OTHER VARIOUS MULTI-MEDIA SERVICES

THIS AGREEMENT, made and entered into this 9th day of April, 2019, by and between Athens County Board of County Commissioners, hereinafter called the "Board" and the Athens County Land Reutilization Corporation, hereinafter called the "Land Bank", for the use of County web site hosting, county email address use and other various county multi-media services.

WHEREAS, the Land Bank is a County Land Reutilization Corporation created pursuant to Sections 5722.02 and 1724.04 of the Ohio Revised Code in order to facilitate the effective reutilization of non-productive land within Athens County's, hereinafter called the "County", boundaries and was formally recognized as an incorporated entity within the State of Ohio on January 3, 2018; and

WHEREAS, the Land Bank, as closely associated but separate from the County, is in need of web site hosting, a County email address, and other various multi-media services provided by the County to the Land Bank; and

WHEREAS, the Land Bank desires to engage the County to provide the services of hosting the Land Bank's website, a County email address for the Land Bank, and other various multi-media services pursuant to R.C. § 1724.02(A)(15) as these services are necessary and convenient to carry out the purposes of Section 1724.01 of the Revised Code;

WHEREAS, the Board wishes to provide this support to the Land Bank.

NOW, THEREFORE, in consideration of the promises and the mutual promises and agreements hereinafter set forth, it is hereby agreed to as follows:

1. The Board agrees to host the Land Bank with a webpage on the County website. The Land Bank shall reimburse the Board for any pricing that the Board may be subjected to for the web site hosting.
2. The Board agrees to provide the Land Bank with a County email address that shall be solely used for Land Bank purposes. If the Board determines that the County email address is used for any other purpose by the Land Bank, the Board can immediately suspend the email address service to the Land Bank. The Land Bank agrees to pay the

1

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

[Signature]
Witness
[Signature]
Witness

Athens County Commissioners

[Signature]
The Board of Commissioners of Athens
County, President

[Signature]
Commissioner
[Signature]
Commissioner

Athens County Land Reclamation Corporation

[Signature]
Chairperson

[Signature]
Witness

[Signature]
Witness

Approved as to Form:

[Signature] Date
Keller J. Blackburn
Athens County
Prosecuting Attorney

Athens County Engineer ATH-CR20-2.62 Slip Repair Project - PID 103679 Bid Tabulation - 4/8/2019					Engineer's Estimate		Shelly & Sands, Inc.		George J Igel & Co., Inc.		Alan Stone Co., Inc.		DGM Inc.	
REF NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	20'E11000	CLEARING AND GRUBBING	1	LS	\$ 9,500.00	\$ 9,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00
2	20'E23000	GUARDRAIL REMOVED	500	FT	\$ 15.00	\$ 7,500.00	\$ 5.00	\$ 2,500.00	\$ 6.50	\$ 3,250.00	\$ 2.00	\$ 1,000.00	\$ 1.00	\$ 500.00
3	20'E39000	EARTHWORK	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 17,500.00	\$ 17,500.00
4	60'E13000	GUARDRAIL, TYPE 5	500	FT	\$ 35.00	\$ 17,500.00	\$ 21.00	\$ 10,500.00	\$ 19.98	\$ 9,990.00	\$ 22.00	\$ 11,000.00	\$ 25.00	\$ 12,500.00
5	61'E10100	COMPACTED AGGREGATE	29	CY	\$ 720.00	\$ 20,960.00	\$ 125.00	\$ 3,625.00	\$ 95.00	\$ 2,755.00	\$ 107.00	\$ 3,103.00	\$ 150.00	\$ 4,350.00
		SUB-TOTAL ROADWAY =				\$ 46,460.00		\$ 24,125.00		\$ 29,495.00		\$ 26,103.00		\$ 46,850.00
6	60'E10001	EROSION CONTROL	350	SY	\$ 6.00	\$ 2,100.00	\$ 5.50	\$ 1,925.00	\$ 2.25	\$ 787.50				
7	60'E20000	SEEDING AND MULCHING, AS PER PLAN	0.05	TON	\$ 3,500.00	\$ 175.00	\$ 630.00	\$ 31.50	\$ 350.00	\$ 17.50	\$ 875.00	\$ 125.00	\$ 15.00	\$ 15.00
8	60'E31000	COMMERCIAL FERTILIZER	0.07	ACRE	\$ 2,000.00	\$ 140.00	\$ 180.00	\$ 11.20	\$ 150.00	\$ 10.50	\$ 845.00	\$ 59.15	\$ 80.00	\$ 80.00
9	60'E35000	WATER	1	M GAL	\$ 500.00	\$ 500.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 0.01	\$ 0.01	\$ 1.00	\$ 1.00
		SUB-TOTAL EROSION CONTROL =				\$ 3,615.00		\$ 1,968.70		\$ 816.50		\$ 2,264.16		\$ 2,121.66
10	60'E31100	DRAINAGE	40	FT	\$ 30.00	\$ 1,200.00	\$ 25.00	\$ 1,000.00	\$ 20.50	\$ 820.00			\$ 15.00	\$ 1,320.00
11	61'E09710	PRECAST REINFORCED CONCRETE OUTLET	2	EACH	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00	\$ 342.00	\$ 684.00	\$ 150.00	\$ 300.00
		SUB-TOTAL DRAINAGE =				\$ 3,240.00		\$ 2,700.00		\$ 2,404.00		\$ 3,500.00		\$ 1,620.00
		PAVEMENT												
12	40'E14000	TACK COAT	84	GAL	\$ 5.00	\$ 420.00	\$ 3.00	\$ 252.00	\$ 2.00	\$ 168.00	\$ 6.00	\$ 504.00	\$ 5.00	\$ 420.00
13	44'E30000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (4)IN, PG64-22	50.1	CY	\$ 400.00	\$ 20,040.00	\$ 370.00	\$ 18,537.00	\$ 372.50	\$ 18,602.25	\$ 316.00	\$ 15,831.60	\$ 316.00	\$ 15,761.56
		SUB-TOTAL PAVEMENT =				\$ 20,460.00		\$ 18,789.00		\$ 18,830.25		\$ 16,335.60		\$ 16,201.56
		TRAFFIC CONTROL												
14	64'E00100	EDGE LINE, 4", TYPE 1	0.2	MILE	\$ 20,000.00	\$ 4,000.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 5,000.00	\$ 1,000.00
15	64'E00300	CENTER LINE, TYPE 1	0.1	MILE	\$ 35,000.00	\$ 3,500.00	\$ 1,495.00	\$ 149.50	\$ 1,495.00	\$ 149.50	\$ 1,473.00	\$ 147.30	\$ 5,000.00	\$ 500.00
		SUB-TOTAL TRAFFIC CONTROL =				\$ 7,500.00		\$ 299.50		\$ 299.50		\$ 315.30		\$ 1,500.00
		RETAINING WALLS												
16	50'E21301	UNCLASSIFIED EXCAVATION, AS PER PLAN	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 31,000.00	\$ 31,000.00	\$ 40,000.00	\$ 40,000.00	\$ 21,000.00	\$ 21,000.00	\$ 60,000.00	\$ 60,000.00
17	50'E24000	STEEL PILES, MISC.-SOLDER PILE HP14x89	1125	FT	\$ 95.00	\$ 106,875.00	\$ 59.00	\$ 66,375.00	\$ 68.25	\$ 76,781.25	\$ 59.00	\$ 66,375.00	\$ 70.00	\$ 78,750.00
18	50'E24000	STEEL PILES, MISC.-SOLDER PILE HP14x117	435	FT	\$ 115.00	\$ 50,025.00	\$ 77.00	\$ 33,465.00	\$ 85.00	\$ 36,975.00	\$ 77.00	\$ 33,465.00	\$ 90.00	\$ 39,150.00
19	50'E24000	STEEL PILES, MISC.-SOLDER PILE HP14x117	209	CY	\$ 100.00	\$ 20,900.00	\$ 82.00	\$ 17,138.00	\$ 95.00	\$ 19,855.00	\$ 55.00	\$ 11,495.00	\$ 80.00	\$ 16,720.00
20	50'E21200	6" PERFORATED CORRUGATED PLASTIC PIPE	460	FT	\$ 10.00	\$ 4,600.00	\$ 4.50	\$ 2,070.00	\$ 5.00	\$ 2,300.00	\$ 8.00	\$ 3,760.00	\$ 12.00	\$ 5,520.00
21	51'E40000	6" NON-PERFORATED CORRUGATED PLASTIC PIPE	10	FT	\$ 20.00	\$ 200.00	\$ 25.00	\$ 250.00	\$ 17.75	\$ 177.50	\$ 51.00	\$ 510.00	\$ 12.00	\$ 120.00
22	52'E40000	DRILLED SHAFTS, 30" DIAMETER, ABOVE BEDROCK, A.P.P	263	FT	\$ 120.00	\$ 31,560.00	\$ 97.00	\$ 25,511.00	\$ 65.00	\$ 17,025.00	\$ 97.00	\$ 25,511.00	\$ 105.00	\$ 27,615.00
23	52'E40000	DRILLED SHAFTS, 30" DIAMETER INTO BEDROCK, AS PER PLAN	516	FT	\$ 220.00	\$ 113,520.00	\$ 117.00	\$ 60,372.00	\$ 80.00	\$ 41,280.00	\$ 100.00	\$ 51,600.00	\$ 110.00	\$ 56,760.00
24	53'E00000	STRUCTURES, MISC.- PRECAST CONCRETE PANEL	244	EACH	\$ 400.00	\$ 97,600.00	\$ 310.00	\$ 75,640.00	\$ 325.00	\$ 79,300.00	\$ 400.00	\$ 97,600.00	\$ 325.00	\$ 79,300.00
		SUB-TOTAL RETAINING WALLS =				\$ 460,280.00		\$ 311,951.00		\$ 314,039.75		\$ 311,265.00		\$ 363,935.00
		INCIDENTALS												
25	61'E11000	MAINTAINING TRAFFIC	1	LS	\$ 15,325.00	\$ 15,325.00	\$ 3,900.00	\$ 3,900.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 30,000.00	\$ 30,000.00
26	62'E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 6,365.00	\$ 6,365.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 14,500.00	\$ 14,500.00
27	62'E10000	MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00
28	103E00000	PREMIUM FOR PERFORMANCE BOND AND FOR PAYMENT BOND	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 3,200.00	\$ 3,200.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 30,000.00	\$ 30,000.00
		SUB-TOTAL INCIDENTALS =				\$ 80,975.00		\$ 23,465.00		\$ 24,000.00		\$ 36,000.00		\$ 94,500.00
PROJECT TOTAL =					\$ 601,500.00	\$ 601,500.00	\$ 383,198.20	\$ 383,198.20	\$ 389,885.00	\$ 389,885.00	\$ 395,804.06	\$ 526,728.10		
PERCENTAGE BELOW/ABOVE ESTIMATE =							-36.31%	-36.31%	-35.21%	-35.21%	-34.21%	-42.41%		

ATH-BELPRE TRAIL CR 24A4A EXTENTION
FLOOD IMPROVEMENT OPTION COMPARISON
4/8/2019

Option	Positives	Negatives	Comments/Conclusion
Option 1 - Raise trail to base flood elevation (100 yr storm) - In order to raise the trail to the base flood elevation, walls would need to be constructed along each side of the trail, for the full length of the trail.	1) There will be only a 0.2% annual chance that the trail would be flooded (500 year storm), therefore maintenance of the trail will be minimum. 2) The trail would be appealing in appearance.	1) This option is extremely expensive. 2) Work will be in ODOT right of way, and they are not likely to allow walls. 3) New hydraulic and hydrologic study will need to be performed.	At approximately \$32,000,000, Option 1 is almost certainly cost prohibitive.
Option 2 - Raise trail from Station 33+00 to 45+00 (raises low point in this area from 620 to 625).	1) There will a 20% annual chance that the trail would be flooded (5 year storm), therefore maintenance of the trail will be reduced. 2) allows continued use of the trail from the west connection (Holzer Clinic).	1) This option is expensive. 2) Work will be in ODOT right of way, and they may not allow the work. 3) New hydraulic and hydrologic study will need to be performed. 4) trail will still occasionally flood. Access from Canaan River side is still blocked.	At approximately \$175,000, Option 2 is feasible, however, trail may still flood each year.
Option 3 - Maximize use of slope stabilization along steepest slopes with swift flows. Materials could be grouted rip rap, articulated concrete, permanent matting, etc.	1) Will reduce permanent adverse affects from flooding to the slopes of the trail. 2) Is affordable/can maximize benefit.	1) Will still typically flood once a year. Possibly multiple times a year. 2) Will not reduce amount of debris on the trail during flooding.	Approximately 4,000 sft of articulated concrete can be installed on the slopes for \$100,000.
Option 4 - Use available money to create a revolving fund to pay for necessary maintenance to the bike trail.	1) Will address the issue of debris on the trail. 2) May allow for occasional repair of slopes as needed.	1) Will still typically flood once a year. Possibly multiple times a year. 2) May not produce enough money. 3) Someone has to be in charge of fund and hire contractor/organize volunteers, etc.	Further investigation with the counties accountant and/or attorney needs to be performed.

Notes: This is not a true "in-kind" comparison. One option almost certainly eliminates the trail from being inundated with floodwater, while another reduces the number of times 1,200 ft of the trail becomes inundated with flooding. The 3rd option reduces the damage caused by flooding, but does not reduce the number of times the trail is flooded while the 4th option will not reduce the damage or number of times the trail may flood, but prepares to deal with the damage/debris.