

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, August 27, 2019, with Lenny Eliason presiding, Charlie Adkins and Chris Chmiel in attendance.

AGENDA

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

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS

Meeting Agenda for August 27, 2019 - Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes from August 20th, 2019

Approve Appropriations, Transfers, New Line Items Requests/Changes (w/additional)

Pro. Atty. - JRIG FY19 Incentive Award

Receipts

Grants	174.2174.412500
Transfers In	174.2174.4221010

Expenditures

Personnel	174.3174.532102
Supplies	174.3174.540100
Equipment	174.3174.550100
Other	174.3174.560100

Approve Bills

09:45 DJFS - Jean Demosky w/ Jason Terry
 10:00 Atty. Frank Lavelle - US50 Sewer Project
 10:30 County Planner, Jessie Powers
 10:45 David Graham - Allstate
 11:00 bdt architects, Don Dispenza

~ AGENDA ITEMS

Data Board Recommendations
 Gloucester Building
 DJFS - Bond
 Liquor Permit
 510 W. Union Street Property
 Recess Meeting (Attend Gloucester Council Meeting)
 ODOT - ATH CR VAR PM FY2020 Preliminary Legislation, Project Agrmt.
 Trailers at old ATCO Building
 ACWSD - Delinquent Certification Report
 Engineer - OPWC Applic. and Resolution (author. Legislation Designating Official - CR10 & CR17 Phase 2 Paving Proj.
 HVCRC - Contract (Hocking Valley Community Residential Center)
 Coolville Elementary School Playground

~TRAVEL

EMA Dir. Don Gossel
 OEMA Sponsored PIO Training Course - Sept. 10-12 - Ross County EMA
 OEMA Sponsored ICS300 & ICS400 Training Course - Sept. 16-20 - Franklin Co. EMA

SHERIFF

Crystal Allen - Vicarious Trauma through Hope & Resilience Training - Aug.26-28 - Cleveland, Ohio

DJFS Dir. Jean Demosky

Training Program Presentation - July 23, 2019 - Jackson Co. DJFS
 Group 5 Director's Monthly Meeting - Aug.27, 2019 - Jackson Co. DJFS

~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 August 20th, 2019.

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: August 27, 2019 - Budget Transfers and Amendments, with additional:

Pro. Atty. - JRIG FY19 Incentive Award

Receipts

Grants	174.2174.412500
Transfers In	174.2174.422101

Expenditures

Personnel	174.3174.532102
Supplies	174.3174.540100
Equipment	174.3174.550100
Other	174.3174.560100

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea. (Copied to page 510).

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: 08/21/2019 To: 08/27/2019 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.

DJFS - DIR. JEAN DEMOSKY - AGENDA / UPDATES, Jason Terry - Work Activities and Sanctions

COMMISSIONERS

8-27-19

ACDJFS

1. OMJ Building Purchase
 - a. Bond Issue (See motion below)
 - b. Closing TBD (See motion below)
2. DW Building
 - a. Vacate by ? No official deadline as of now, pending Records Center relocation.
 - b. Arrange Realtor ?
3. Employee Assignment (See motion below)
4. Opioid Grant \$9,000 Received approx. \$9,000.00 for raining for dislocated workers. Ms. Demosky will look into the stats report and re apply for funding.
5. Incumbent Training \$
 - a. RXQ Have been helping with training for layoff avoidance (\$20,000) to keep jobs in Athens County.
 - b. Stewart McDonald (possible) They have applied for help with training, upgrading skills.

6. ACDJFS Census Communication Team Forming an Athens Co. DJFS Census Communication Team to come up with a Communication Plan to participate in the Census.

7. Work Activities Process and Sanctions (Jason Terry) (See below)

DJFS - OMJ BUILDING PURCHASE / BOND

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the County Building Bond, prepared by bond counsel, Dinsmore & Shohl, LLP, with Hocking Valley Bank, in the amount of \$1,500,000.00, for the purpose of acquiring the real property and renovating a building located at 510 W. Union Street, Athens, Ohio, for use by the County's Department of Job and Family Services. (Copied to pages 511-513).

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

DJFS - AUTHORIZE COMM. ELIASON TO SIGN CLOSING DOCUMENTS to Purchase 510 W. Union Street Building DJFS / OMJ

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to purchase the building located at 510 W. Union Street, Athens, for DJFS Ohio Means Jobs and authorizing Commissioner Eliason to sign all closing documents.

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

DJFS - MAINTENANCE REPAIR WORKER 1 - Dave Flickinger

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to hire/promote Dave Flickinger as Maintenance Repair Worker 1, pay rate \$17.78 hour. Start date September 2, 2019.

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

DJFS - JASON TERRY - WORK ACTIVITIES PROCESS AND SANCTIONS UPDATES

Mr. Terry gave an update to the Commissioners on the following:

Work Activities Process and Sanctions

Sanctions

1st Tier- One Month

2nd Tier- Three Months

3rd Tier- Six Months

- There is typically a reason why the client didn't complete their required hours. We are aware that some folks will not complete their required hours just because they didn't feel like it, or just flat out refuse. However, I believe that some fail their hours for other reasons; reasons which really can only be known through a relationship with the client:

- o Is the client in an abusive relationship?

- o Is transportation a barrier?

- o Is mental health a barrier?

- o Is the work site their assigned to not suited for them?

Current Process

- The Work Activities Unit is currently case banked, meaning a case does not belong to one specific worker, but rather each case can be worked on by several different workers.

- The Work Activities Unit is made up of 5 Social Program Coordinators (SPCs)

- o One SPC sees all the clients for their initial SSC appointment. It's at this appointment where the client's TANF gets approved/denied and also where the client learns of his/her work requirements.

- o Two SPCs share the load between taking CSS calls and working items from the case bank to be processed for specific cases.

- o One SPC is our CCMEP coordinator

- o One SPC handles our WEP contracts, turnaround documents and DV case load.

- This design and setup is not conducive to building a relationship with the client to really know what the client may be dealing with on a day to day basis.

- Therefore, when a turnaround document comes in indicating the client didn't complete any of their required hours, we just sanction the case, without really knowing if there was a reason why the client didn't complete any of their required. hours.

Proposed Process

- To take the Work Activities unit back to a case load unit, meaning each case will be assigned to one specific SPC. That SPC then handles the case from initial application until the time comes when the client no longer needs OWF assistance.

- This process will allow the SPC to build relationships with their clients.

- SPCs will be going out in the field to meet with their clients in their homes, at a restaurant, park, etc.

- The SPC will also be out in the field checking on the client at their assigned work site to see how things are going for them. The SPC will also check in periodically with the WEP site supervisor to see how the client is doing.

- The SPC will be able to assist the client with applying for jobs, taking them to their job interviews, etc.

- This process will help build a trusting relationship between the client and SPC.

- In addition, the SPC should know before the end of the month on how the client's work assignment is going, whether the client is completing his/her required hours. If not, the relationship will be established to know why the client is no completing their required hours: Is there a sick child in the household, is there an abusive/controlling relationship preventing the hours from being completed.

- The goal is not to sanction, but rather build a relationship with the client and walk with the client through the process from beginning to end.

- Our goal and vision in this process is to lead more clients to become self-sufficient by not just

being a caseworker for the client, but rather a true support system.

~ At the request of Commissioner Adkins, Mr. Terry will return in 6 months with an updated report on the new Proposed Process.

US50 SEWER PROJECT - ATTY. FRANK LAVELLE; ACWSD SUPT. RICH KASLER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 10:04 with Atty. Frank Lavelle, Supt. Rich Kasler, and Clerk JoAnn Rockhold to discuss an eminent domain action regarding US50 Sewer Project.

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 10:23.

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 discussion regarding easements and acquisitions.

US50 SEWER EMINENT DOMAIN - H. LAUGHLIN

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to move forward with the eminent domain Resolution, Group #2, Harold Laughlin, as follows: RESOLUTION NO. 8.27-504

RESOLUTION DIRECTING THAT APPROPRIATIONS OF SEWER EASEMENTS ARE NECESSARY, AND MUST PROCEED, AND DECLARING AN EMERGENCY

WHEREAS, the Athens County Water Sewer District ("DISTRICT") is preparing for Construction of the Athens County "US Route 50 Sewer Project," and there are numerous Easements and interests in Land needed from Property Owners in connection therewith; and WHEREAS, DISTRICT previously RESOLVED the NECESSITY for such Improvement, and its intent to appropriate same, if such property owners and DISTRICT were unable to agree on the terms and values for such Easements; and WHEREAS, the names and addresses of all those having, or claiming to have, any estate, title or interest in the subject premises, so far as they can be ascertained, and the location of such properties, will be set forth in the pleadings filed with the Court. The Property Owners' names and the properties affected, are shown on the attached listing, and the areas required for the needed Sewer Easements are as shown on the respective Plats prepared by Engineers HDR, Inc., and

WHEREAS, the DISTRICT has been thus far unable to agree with said Property Owners, and therefore it is NECESSARY for the DISTRICT to exercise Eminent Domain, and appropriate the Easements and interests in land needed, so that the DISTRICT'S Sewer Project can proceed to construction.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE ATHENS COUNTY COMMISSIONERS, AS FOLLOWS:

1. DISTRICT hereby FINDS it necessary to appropriate the Sewer Easements shown on the attached List, for the purpose of making, constructing, and the future operation, maintenance and repair, of a central sanitary sewer system; and
2. Legal Counsel Frank A. Lavelle, Esq. is hereby authorized and instructed to PROCEED, prepare and submit the necessary Notices and Legal pleadings with the Court, to exercise Eminent Domain in connection therewith; and
3. If the DISTRICT were to decide not to use any of the Sewer Easements for the purpose stated in the Appropriation Petition, the owner has a right to re-purchase upon timely notice pursuant to RC § 163.211; and
4. It is found and determined that all formal actions of the DISTRICT concerning and relating to the passage of this Resolution were conducted in open meetings of this DISTRICT, and that all deliberations of the DISTRICT that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
5. This Ordinance shall become effective the earliest date provided by law.

Passed this 27th day of August, 2019.

(Documents copied to pages 514)).

ATHENS COUNTY WATER/SEWER
DISTRICT, BY AND THROUGH THE
COUNTY COMMISSIONERS

ATTEST/SEAL:

/s/ JoAnn Rockhold, Clerk

BY /s/ Lenny Eliason, President

EASEMENTS TO BE APPROPRIATED (2nd RESOLUTION)

NAME

1. Laughlin, Harold & Laughlin, Dewey
P.O. Box 547
Athens, OH 45701

PROPERTY

8845 Bentbrook Lane, Athens, OH 45701
Parcel No. A010010033300
EASEMENT ACREAGE: 0.02 AC

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

~ Commissioner Chmiel met with Rich and Chris from Intellwave, regarding the same contractor but being separate funding wise for efficiency. He was wondering if it could be an alternate part of the bid. He will keep the Commissioners updated.

DATA BOARD RECOMMENDATIONS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the request by the Dog Shelter for a new computer, as recommended by the Data Processing Board. The computer requested is a Dell optiplex tower, i5, 8gb ram, 1tb, SSD drive, Windows 10 pro from EROS Technology Corp., Estimated Price: \$1,207.00.

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

LIQUOR PERMIT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins, not to request a hearing with the Ohio Division of Liquor Control, regarding the NEW license application to Go Go Burrito Venture, LLC, 70 North Plains Rd. STE 6, Box D, Athens Twp., The Plains, Ohio - .Permit number: 3252799. Type: NEW, permit classes: D1, D2, D3 - Tax Dist. 05 910 B Receipt No. C42764 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.

COUNTY PLANNER, JESSIE POWERS - Johnson Road Oxford Coal / Accept Funds for H&H Study

The Planner's Office has received an application for a Floodplain Development Permit, along Johnson Road for mining. The Oxford Coal company and the new company, CCU Coal, is re-evaluating the proposal. They have requested, in order to speed up the process, that the County have an H&H Study (hydrologic and hydraulic) done now, (and be reviewed by a third party Engineering Firm), at their expense. She suggested that this be done and have all permits in hand before any cost is incurred. Ms. Powers will send them a letter requesting the funds.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept the funds to have the study done before the application is completed. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

COUNTY PLANNER - COMMUNITY CHALLENGE UPDATE - Accept donation of funds from Health Dept.

County Planner, Jessie Powers has been working with the Health Department, and submitted a Grant for the Robert Wood Johnson Foundation Community Learning Funds. Funds to be used for website creation and teams to utilize for project resources. The Health Dept. Would like to donate the funds to the County. The Health Dept would like to donate \$6,738.00 to the County to use for project funds for the Teams. Commissioner Chmiel requested an impact analysis of the last couple years of this Community Challenge Program.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept the funds from the Health Dept., to be used for the Community Challenge Program, in the amount of \$6,738.00.

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

COUNTY PLANNER - UPDATES

Planner, Powers will be working on a detailed Policy for identifying Bikeway neck spurs, she will bring drafts of these for the Commissioners to review at a later date. Co Rd. 24 Bikeway Project update: ODOT to do final calculation, with new closing date of October 2019.

DAVID GRAHAM - ALLSTATE

Mr. Graham presented updates to their benefit plan offered to County Employees.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the offer of new enhanced, updated benefits to county employees.

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

TRAILERS AT OLD ATCO BUILDING - Update

Commissioner Adkins spoke with Kevin Davis, ATCO, regarding the Trailers at the old ATCO Building, they would like to give them to the County.

Commissioner Adkins suggested that he go to the ACBDD Board in order to follow Surplus procedure. There is also an old Passion Works container, that Patty Mitchell, would also like to surplus. He also stated that the Kiln may belong to the County. He will check on this further with the Maintenance Supv. Jeff Gabriel.

ENGINEER - ODOT ATH CR VAR PM FY2020 PRELIMINARY LEGISLATION and LPA FEDERAL ODOT-LET PROJECT AGRMT.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the ODOT ATH CR VAR PM FY2020 Preliminary Legislation and Project Agrmt., and authorize Commissioner Eliason's signature on documentation.

PRELIMINARY LEGISLATION (LPA-ODOT-Let Project Agreement) (PARTICIPATORY)

Ordinance/Resolution # : 827-506
PID No. : 104098
County/Route/Section : ATH CR VAR PM FY2020
Agreement No: 33077

The following is a Resolution' enacted by the Board of Commissioners of Athens
(Motion/Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I - Project Description

WHEREAS, the (LPA/STATE) has determined the need for the described project:

Pavement marking project on various routes and sections in Athens County. Funded through the County Engineers Association of Ohio (CEAO).

NOW THEREFORE, be it ordained by the Board of Commissioners of Athens County, Ohio
(LPA)

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project

The County does hereby propose to assume and contribute the entire cost and expense of the improvement, less the amount of Federal Aid Funds set aside by the Director of Transportation for financing this improvement from funds allocated by the Federal Highway Administration, US. Department of Transportation, and further, the County agrees to bear one hundred percent (100%) of the cost of the following items:

1) Rights-of-Way

2) All costs for added construction items generating extra work contracts under Ohio laws, unless performance is approved by the State of Ohio and Federal Highway Administration before work is authorized.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV Authority to Sign

The LPA hereby authorizes Jeff Maiden of said County Engineer to

(Signature authority) (LPA-or it's division, department or agency)

enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, Jeff Maiden is also empowered to execute any appropriate documents to

(Signature authority)

affect the assignment of all rights, title, and interests of the Board of Commissioners I to ODOT arising from any (LPA)

agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V- Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI - Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VII-Emergency measure

(as applicable)

The Resolution is hereby declared to be an emergency measure to expedite the highway project and (Motion/Ordinance/Resolution)

to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed: August 27, 2019

(Documents copied to page 515).

Attested: /s/ JoAnn Rockhold
(Clerk)

/s/ Lenny Eliason
(Contractual Agent of LPA-title)

ATH CRVAR PM FY2020	104098	3,3077	079439626
COUNTY-ROUTE SECTION	PID NUMBER	AGREEMENT NUMBER	-DUNS NUMBER

ENGINEER - LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Athens County Board of Commissioners, acting by and through the Athens County Engineer. (hereinafter referred to as the LPA), 16000 Canaanville Road, Athens, Ohio 45701.

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the Ohio Revised Code (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The pavement marking project on various routes and sections in Athens County (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.1 06 Authorization to Proceed
- 23 CFR 636.116- Organizational Conflict of Interest Requirements for DesignBuild Projects
- 23 CFR 645- Utilities
- 48 CFR Part 31- Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act."
- Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501 .03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services- 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$ 150,000.00 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$150,000.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with development of the project.

(Complete Project Agrmt. On file in Commissioners Office, Signature page copied to page 516).

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

BDT ARCHITECTS, DON DISPENZA - Updates EMS Building & Glouster Building (old Dollar General) Revised Proposals

EMS Building: Revised Proposal

Mr. Dispenza presented a revised cost analysis sheet for the Commissioners to review. Several adjustments have been made, he feels he can get the project down to around \$2,000,000.00 for the low bid contractor.

Recommendations

1. Reduce the Building Size by eliminating one bay from the garage. This should reduce the building cost by 10 - 12% or approximately \$240,000. We have reviewed this will Third Sun and the reduced roof area will still be able to provide sufficient quantity of PV panels to generate power required for Net Zero.
 2. Eliminate the sales tax requirement. This should reduce the cost by approximated \$60,000
 3. Reduce the parking lot to code minimum. This should reduce the pavement by approximately 20% or \$16,000
 4. Revise kitchen layout to eliminate steel beams. This should reduce the cost by around \$10,000
 5. Revise the metal roofing and siding specification to increase the number of manufacturers available to bid and open up the spec to allow for more competition. It is unclear how much this actually affected all of the bidders. For some, it would be a \$350,000 reduction, for others it may be very little.
 6. With these reductions, and hopefully a few more as we comb through the plans, we should be able to bring the low bid contractor down to approximately \$2,000,000.00. The higher bid contractors would require an estimate of more like \$2,200,000 or so to be award able.
1. Costs associated with the building pad excavation and re compaction are \$60,000 to \$80,000.
 2. Costs associated with storm system reroute are \$ \$50,000 to \$60,000.
 3. In total, the cost for site specific issues above are around \$120,000 or about 5% of the low bid project cost

EMS BUILDING (RE) BID OPENING - SET FOR OCTOBER 2ND

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to set the (Re)Bid Opening for October 2nd at 2:00 p.m., with bids being received by October 1st at 2:00 p.m.

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

GLOUSTER BUILDING REVISED PROPOSAL DISCUSSION

Mr. Dispenza, bdt architects presented the Athens County Records Storage Building Renovation as follows:

PROJECT

Athens County Records Storage Building Renovation
Glouster, Ohio

1. PROJECT SUMMARY

The county would like to move and consolidate their records storage into the proposed building that was the Dollar General in Glouster. This building has been purchased by the county and is approximately 7200 square feet.

In addition to the records storage, the building would also house office space for the city of Glouster, a public meeting/ conference room space, restrooms and work spaces.

The Commissioners stated they would like him to do the architectural drawings, and apply to the state for permits, at an hourly rate, with a not to exceed cap of \$15,000.00, and to consult with the Clerk, JoAnn Rockhold and the County Maintenance Supv. Jeff Gabriel. A meeting will be set up with the Records Clerk, Commissioner Adkins, Clerk JoAnn Rockhold, Maint. Supv. Jeff Gabriel, Don Dispenza, bdt and a representative from Glouster, to discuss all the issues and come up with a plan.

BDT ARCHITECTS ENTER INTO AGREEMENT / GLOUSTER RECORDS CENTER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into an agreement with bdt architects, Don Dispenza for architectural drawings, and to have him apply to the state for permits, at an hourly rate, with a not to exceed cap of \$15,000.00, for the Records Center Building. Copy of Agrmt. kept on file. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

ACWSD DELINQUENT CERTIFICATION REPORT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following Athens County Water and Sewer Certification of Delinquent Water and Sewer Bills:

The Plains:

A040240104400	Robert Hughes 15 Roy	\$955.63
A040240104600	Robert Hughes 13 Roy	\$89.41
G010190102702	Kim McClain 104N Clinton	\$41.01
A040240605300	Randy Adams 16 S Plains	\$365.17
A040240703200	Randy Adams 25 Cross	\$141.45
A040240701200	Randy Adams 44 S Plains	\$442.86

A040240701200	Randy Adams 44 S Plains	\$168.28
A040020018200	Tomoko Courts LLC	\$1999.52
A040240800200	Shamrock BFAM 4 Beech	\$185.97
A040240800600	Shamrock BFAM 14-A Beech	\$640.82
A040240801900	Shamrock BFAM 1 1-A Beech	\$381.80
A040240801900	Shamrock BFAM 1 1 Beech	\$176.35
A040240802000	Shamrock BFAM 9 Beech	\$21 1.88
A040240800100	Shamrock BFAM 7 Beech	\$407.35

Buchtel:

P020010004900	Nicole Druzbacky 17922 N. Akron	\$525.32
P020050007500	Helen Smart 17484 3rd Street	\$251.05
P020010001300	Thomas Spencer 5102 Marietta	\$206.53
P020020007800	MDM Mgt. 5675 State Rt 685	\$238.31
P020040006900	Roger Dearing 5239 Euclid	\$207.11
P010120106800	Linton Loan Serv. 4615 Bessemer	\$156.81
P020040002700	Kathleen Taylor 5301 Marietta	\$304.95
P020030007600	James Wilburn 17586 12th St	\$383.63
P010120110000	Dave McDonald 17878 Conner	\$72.19

August 27, 2019

Athens County Commissioners

/s/ Lenny Eliason

/s/ Charlie Adkins

/s/ Chris Chmiel

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

ENGINEER - OPWC APPLICATION & RESOLUTION AUTHORIZING LEGISLATION CR10 & CR17 PHASE 2 PAVING PROJECT.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the OPWC Application and Resolution authorizing legislation designating official, and authorize Commissioner Eliason's signature, for CR10 and CR17 Phase 2 Paving Project, as recommended by County Engineer, Jeff Maiden.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea. (Copied to pages 516-517).

HVCRC AGRMT. - (HOCKING VALLEY COMMUNITY RESIDENTIAL CENTER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the agreement with HVCRC, drafted by the Pro. Atty. Office for their approximately 23 employees, they will agree to pay the county 2% for use of the county Munis system for bills, pay-ins and payroll. In addition they will maintain their own workers comp, BWC and insurance on their buildings. They will come in under the county's CEBSO insurance, which will not have to be rewritten, and they agree to pay the additional charge for the Munis contract.

(Copied to page 518).

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

COOLVILLE ELEMENTARY SCHOOL - Support Letter

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving a letter of support for a Grant application for a school playground and community park project on recently purchased property adjacent to Coolville Elementary School. Copy of letter on file in Commissioners Office.

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

TRAVEL

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

EMA Dir. Don Gossel

OEMA Sponsored PIO Training Course - Sept. 10-12 - Ross County EMA

OEMA Sponsored ICS300 & ICS400 Training Course - Sept. 16-20 - Franklin Co. EMA

SHERIFF

Crystal Allen - Vicarious Trauma through Hope & Resilience Training - Aug.26-28 - Cleveland, Ohio

DJFS Dir. Jean Demosky

Training Program Presentation - July 23, 2019 - Jackson Co. DJFS

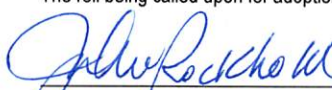
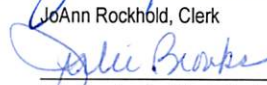
Group 5 Director's Monthly Meeting - Aug.27, 2019 - Jackson Co. DJFS

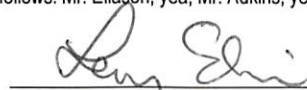
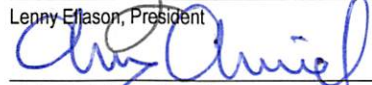
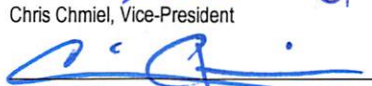
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

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



Legal Counsel.

DINSMORE & SHOHL LLP
151 West Main Street, Suite 200
Columbus, Ohio 43215
www.dinsmore.com
Dennis G. Schwally
614.224.5171 (office) • 614.678.6914 (cell)
denschwally@dinsmore.com

August 22, 2019

VIA EMAIL: (jshorskin@athensohio.org) AND OVERNIGHT DELIVERY

Board of County Commissioners
County of Athens, Ohio
Athens County Courthouse
15 South Court Street
Athens, Ohio 45701-2896

Re: \$1,500,000 County Building Bonds (DIFS), Series 2019 of the County of Athens, Ohio

We are writing to provide our proposal for bond counsel services for the above-captioned financing by the County of Athens which, we understand, is to consist of a general obligation borrowing in a principal amount of approximately \$1,500,000 to be purchased by The Hocking Valley Bank, for its own investment and not for resale to the investing public. This letter will set forth our proposed fees and scope of services.

Proposed Fees

Under Ohio law, the proposed financing would be in the form of unsecured general obligation Bonds issued pursuant to Chapter 133 of the Ohio Revised Code, and, unless paid from other sources, would be payable from payments to be made by the County Department of Job and Family Services and the general revenues of the County, and secured by a pledge of the County's full faith and credit and the County's share of unsecured or "inside" property tax millage at a rate sufficient to pay the bonds when due.

For preparing the proceedings, and rendering an approving legal opinion for such bonds and assuming that this transaction could be completed by mail, our fees would not exceed \$7,850, including all out-of-pocket expenses. Our fees and expenses would be payable only after the closing of the financing.

14897548



Board of County Commissioners
August 22, 2019
Page 2

Scope of Services

If designated as bond counsel for the County, we will provide the following services:

1. provide advice as bond counsel throughout the entire process of identifying, developing and issuing Bonds to provide for the financing of the project, including but not limited to:
 - a. providing legal analysis of various financing options upon request;
 - b. assuring the County's compliance with applicable Federal, state and local laws and regulations in issuing such bonds; and
 - c. being available for meetings with County officials, working group meetings and document sessions, as well as telephone and email consultations;
2. prepare all documents and certificates relating to the authorization and issuance of the County's bonds, including all necessary legislation, bond forms, closing papers and transcript requirements; and
3. assuming no legal impediments to the issuance of such bonds become apparent, issue appropriate validity and tax exemption opinions in connection with the sale of such bonds to the Bank as the purchaser of such bonds.

As bond counsel, we do not assume responsibility for negotiating the terms and conditions of the County's bond issue. Instead, we will endeavor to confine ourselves to documenting the economic and other understandings the County will have reached with the Bank and the other participants in the financing, but will draw upon our accumulated knowledge as to what is acceptable or customary for similar securities and will advise the County and the other participants in the financing as to the legality of suggested terms and provisions as the documentation proceeds.

The scope of our services as bond counsel described above does not include any legal work not directly related to the financing of the project, such as engineering and construction contract review, negotiation and compliance, litigation and real estate matters; such services are customarily provided by the County's Prosecuting Attorney or other local counsel. Accordingly, the fees quoted in this letter do not include fees for such services to be rendered by the County's Prosecuting Attorney or other local counsel. Also, the scope of services and fees described herein does not include assistance in preparing an official statement (which is similar to a prospectus) or other disclosure document which the County may use in marketing its bonds; we understand that the Bank will not require such a disclosure document for its purchase of the bonds.



Board of County Commissioners
August 22, 2019
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Conflicts

As you are aware, our firm represents many political subdivisions, companies and individuals in limited capacities, including various subdivisions that territorially overlap the County, such as the City of Athens, The Ohio University, the Athens Metropolitan Housing Authority and the Athens-Hocking-Vinton Mental Health Services (317) Board. It is possible that during the time that we are representing the County, one or more of our present or future clients will have transactions with the County. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent the County as provided in this engagement letter, either because such matters will not be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of the County, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this engagement letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

Miscellaneous

Unless otherwise agreed, our engagement as bond counsel to the County will end with the delivery of the bond transcript and our approving legal opinion to the Bank.

The agreement evidenced by this letter may be terminated by the County at any time.

We would be pleased to discuss this proposal, our firm or the proposed financing, at your convenience, and you should feel free to contact the undersigned with respect to such matters.

Sincerely,

DINSMORE & SHOHL LLP

Per

Dennis G. Schwally



Board of County Commissioners
August 22, 2019
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Accepted and agreed to this
27th day of August, 2019

COUNTY OF ATHENS, OHIO

By:

County Commissioner

By:

County Commissioner

By:

County Commissioner

cc: Craig Sweeney (via email Craig.sweeney@hshl.com)

14897548

CERTIFICATE OF MEMBERSHIP

The undersigned, Clerk of the Board of County Commissioners of the County of Athens, Ohio, hereby certifies that the following were the duly elected or appointed and acting members of the Board of County Commissioners and officers of said County during the period proceedings were taken authorizing the issuance of \$1,500,000 County Building Bonds (DIFS), Series 2019.

County Commissioner	Lenny Eliason
County Commissioner	Charlie Adams
County Commissioner	Chris Chmiel
County Treasurer	Ric Wasserman
County Auditor	Jill Thompson
Prosecuting Attorney	Keller J. Blackburn
Clerk/Administrative Assistant	JoAnn Rockhold

JoAnn Rockhold
Clerk

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of the Board of County Commissioners, hereby certifies that the attached is a true and complete transcript of all proceedings relating to the authorization and issuance of the above-identified bonds, and that all such proceedings were held in compliance with the law, including Section 121.22 of the Ohio Revised Code.

JoAnn Rockhold
Clerk

DAVID G. GILBERT

ENTERED IN COMMISSIONERS' JOURNAL
NO. 923, PAGE NO. 503

The Board of County Commissioners of the County of Athens, Ohio, met in session at 9:30 a'clock a.m., on August 27, 2019, at the office of said board of county commissioners, 15 South Court Street, Athens, Ohio, with the following members present:

Lenny Eliason *Chris Chmiel* *Lenny Eliason*

Mr. Chmiel moved the adoption of the following resolution:

COUNTY OF ATHENS, OHIO

RESOLUTION NO. 127-503

RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,500,000 OF BONDS OF THE COUNTY OF ATHENS, OHIO, FOR THE PURPOSE OF PAYING COSTS OF ACQUIRING REAL PROPERTY AND RENOVATING A BUILDING LOCATED AT 510 WEST UNION STREET, ATHENS, OHIO, FOR USE BY THE COUNTY'S DEPARTMENT OF JOB AND FAMILY SERVICES, AND MATTERS RELATED THERE TO.

WHEREAS, this board of county commissioners (the "Board") of the County of Athens, Ohio (the "County"), has heretofore declared the necessity of acquiring real property and renovating a building located at 510 West Union Street, Athens, Ohio, for use by the County's Department of Job and Family Services (the "Project"); and

WHEREAS, the county auditor, as fiscal officer of the County, has heretofore estimated that the life of the improvements constituting the Project is at least five (5) years, and has certified that the maximum maturity of the bonds issued therefor is thirty (30) years; and

WHEREAS, the Board anticipates that debt service on such bonds will be paid from revenues other than revenues from unincorporated County property taxes, derived from leases or other agreements between the County and those agencies, departments, boards or commissions relating to the use of the Project and specifically the County Department of Job and Family Services (the "Revenue"); and

CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS

The undersigned, being the fiscal officer of the County of Athens, Ohio, within the meaning of Section 133.01 of the Ohio Revised Code, hereby certifies to the board of county commissioners of such county that:

- the estimated life or period of usefulness of the improvements financed with the proceeds of the sale of \$1,500,000 of bonds (the "Bonds") to be issued for the purpose of paying costs of acquiring real property and renovating a building located at 510 West Union Street, Athens, Ohio, for use by the County's Department of Job and Family Services (the "Project") is at least five (5) years; and
- the maximum maturity of the Bonds, in accordance with Section 133.20(C) of the Ohio Revised Code and assuming that all of the proceeds of the Bonds are expended for the acquisition of real property and building improvements, for which I estimate a useful life of at least thirty (30) years, is thirty (30) years.

IN WITNESS WHEREOF, I have hereunto set my hand, this 27th day of August, 2019.

Jill Thompson
County Auditor

WHEREAS, The Hocking Valley Bank, Athens, Ohio (the "Bank"), has agreed to purchase an issue of such bonds upon the terms set forth herein for its own investment and not for resale to the public;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Athens, Ohio, that:

SECTION 1. It is necessary to issue and sell bonds of the County in the principal amount of \$1,500,000 (the "Bonds") for the purpose of paying part of the costs of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code, under authority of and pursuant to the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code (the "Act"). It is hereby determined that notes shall not be issued in anticipation of the Bonds.

SECTION 2. The Bonds shall be dated their date of initial delivery to the Bank, shall be in the form of a single registered Bond and numbered from R-1 upwards in order of issuance, shall be of a denomination equal to the unpaid principal amount of the Bonds from time to time, shall mature not later than the last day of the tenth (10th) calendar year from their dated date on dates to be set forth in the Bonds (each, a "Bond Payment Date") in principal amounts calculated to be such that, when added to the amount of interest payable on such date, each payment is substantially equal to every other such payment. The unpaid principal amount of the Bonds from time to time shall bear interest at the rate of two and thirty hundredths percent (2.30%) per annum, such interest to be calculated on the basis of a 360-day year comprised of twelve, 30-day months and payable on each Bond Payment Date.

If the total par value of the Bonds is not paid by the Bank, as the original purchaser of the Bonds, to the County at the time of delivery hereof, any such par value shall be advanced to the County by such original purchaser in one or more installments upon the request of the County, and interest shall accrue on the amount of each such advance from its actual date, and no transfer of the Bonds may be made until the total par value of the Bonds is so advanced to the County, or the County has notified such original purchaser that no further requests for advances will be made.

The Bonds shall be subject to redemption at any time prior to maturity at the option of the County, in whole or in part in inverse order of maturity, at the price of 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption. Unless waived by the Bondholder, the County shall send notice of such optional redemption by first class mail, postage prepaid, to the registered holder of the Bond to be redeemed at least 30 days prior to the date of redemption. Upon any such redemption of less than the entire principal amount of an outstanding Bond, a new Bond for the unredeemed principal amount will be issued to the owner of the partially redeemed Bond in exchange therefor.

It is hereby determined that the issuance of the Bonds upon the terms described herein, including the redemption provisions specified above, are in the best interest of the County.

The Bonds shall be designated "County Building Bonds (DIFS), Series 2019".

SECTION 3. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of this resolution. The Bonds shall be in fully registered form. They shall bear the signatures of at least two members of the Board, provided that any or all such signatures may be facsimile signatures, and shall bear the manual authenticating signature of the county auditor, who is hereby designated as paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Bonds. Installments of principal of and interest on the Bonds (the "Bond Service Charges") are payable in lawful money of the United States of America to the registered owner of the Bonds as shown on the registration records of the County. No transfer of ownership of the Bonds shall be valid unless made at the request of the registered owner thereof on the registration records of the County and on the Bonds. The County and the Paying Agent and Registrar may deem and treat the registered owner of the Bonds as the absolute owner thereof for all purposes, and the County shall not be affected by any notice to the contrary. Payments of installments of Bond Service Charges shall be made by check or draft mailed to the registered owner thereof at the address shown on the registration records of the County. Upon final payment of all Bond Service Charges, the Bonds shall be cancelled and surrendered to the County.

The Bonds shall be transferable by the registered owner thereof in person or by such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Bond during the 15-day period preceding any Bond Payment Date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Bond for the then-unpaid principal amount shall be issued to the transferee in exchange therefor.

SECTION 4. The Bonds shall be the full general obligations of the County and for the payment of the Bond Service Charges, the full faith, credit and revenue of the County are hereby irrevocably pledged. Any excess fund resulting from the issuance of the Bonds shall, to the extent necessary, be used only for the retirement of the Bonds at maturity or upon earlier redemption, together with interest thereon and is hereby pledged for such purpose.

For the purpose of providing the necessary funds to pay the Bond Service Charges promptly when and as the same falls due, there shall be and is hereby levied on all the taxable property in the County within applicable limitations, in addition to all other taxes, a direct tax annually during the period the Bonds are to run which tax shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Constitution of Ohio; provided, that in each year to the extent that the Revenues or other moneys are available for the payment of the Bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of the Revenues or other moneys so available and appropriated.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended or collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levies hereby required and from the Revenues shall be placed in a separate and distinct fund, which, together with all interest collected on the same, shall be

- 3 -

enjoined by law and resulting from an office, trust or station upon the Board and the various officers of the County within the meaning of Section 2731.01 of the Ohio Revised Code.

SECTION 8. The law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Bonds and, if appropriate, rendering its approving legal opinion in connection therewith, in accordance with the written agreement presently on file with the County which at least two members of the Board and the county auditor are hereby separately authorized to execute and deliver on behalf of the County, with such changes therein not substantially adverse to the County as may be approved by the officer(s) executing the same. The approval of such changes by such officer(s), and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officer(s). Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 9. The clerk of the Board is hereby directed to forward a certified copy of this resolution to the county auditor.

SECTION 10. It is found and determined that all formal actions of the Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 11. This resolution shall take effect immediately upon its adoption.

Mr. Adkins seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Eliason Mr. Choelet Mr. Adkins

NAYS:

ADOPTED, this 27th day of August, 2019.

John Rockwell
Clerk

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irrevocably pledged for the payment of the Bond Service Charges when and as the same shall fall due.

SECTION 5. The Bonds shall be sold to the Bank; in accordance with its offer to purchase which is hereby accepted. The proceeds from the sale of the Bonds, except any premium or accrued interest received, shall be paid into the proper fund and used for the purpose aforesaid and for no other purpose, and for which purposes said proceeds are hereby appropriated. The premium and accrued interest, if any, shall be transferred to the Bond retirement fund of the County to be applied to the payment of the Bond Service Charges in the manner provided by law.

The members of the Board, the county auditor, the county treasurer, and other appropriate officials of the County, are each hereby separately authorized, without further action of the Board, to take any and all actions and to execute such other instruments that may be necessary or appropriate in the opinion of Dinsmore & Shohl LLP, bond counsel for the Bonds, in order to effect the issuance of the Bonds and the intent of this resolution. The clerk of the Board shall certify a true transcript of all proceedings had with respect to the issuance of the Bonds, along with such information from the records of the County as is necessary to determine the regularity and validity of the issuance of the Bonds.

SECTION 6. The Board hereby covenants that the County will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder, including any expenditure requirements, investment limitations, or rebate requirements. The county auditor or any other officer having responsibility with respect to the issuance of the bonds is authorized and directed to give an appropriate certificate on behalf of the County, on the date of delivery of the bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

The Bonds are hereby designated "qualified tax exempt obligations" for the purposes set forth in Section 265(b)(3)(B) of the Code. The Board does not anticipate issuing and covenants that the County will not issue more than \$10,000,000 of such "qualified tax exempt obligations" during the calendar year in which the Bonds are initially delivered to the Bank.

SECTION 7. The County shall, at any and all times, cause to be done all such further acts and things and cause to be executed and delivered all such further instruments as may be necessary to carry out the purpose of the Bonds and this resolution. The provisions of this resolution shall constitute a contract between the County and the holders of any of the Bonds, and after the issuance of the Bonds this resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the Bondholders, nor shall the Board adopt any law, resolution or resolution in any way adversely affecting the rights of the Bondholders so long as any Bonds or interest thereon remains unpaid. All of the obligations set forth and covenants made under this resolution are hereby established as duties specifically

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CERTIFICATE OF CLERK

I hereby certify that the foregoing is a true and correct copy of a resolution adopted on August 27, 2019 and that a copy thereof was certified to the county auditor on August 27, 2019.

John Rockwell
Clerk

RECEIPT OF COUNTY AUDITOR

The undersigned hereby acknowledges receipt this day of a certified copy of the foregoing resolution.

John Rockwell
County Auditor

Date: August 27, 2019

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RESOLUTION NO.

RESOLUTION DIRECTING THAT APPROPRIATIONS OF SEWER EASEMENTS ARE NECESSARY, AND MUST PROCEED, AND DECLARING AN EMERGENCY

WHEREAS, the Athens County Water Sewer District ("DISTRICT") is preparing for Construction of the the Athens County "US Route 50 Sewer Project," and there are numerous Easements and Interests in Land needed from Property Owners in connection therewith; and

WHEREAS, DISTRICT previously RESOLVED the NECESSITY for such Improvement, and its intent to appropriate same, if such property owners and DISTRICT were unable to agree on the terms and values for such Easements; and

WHEREAS, the names and addresses of all those having, or claiming to have, any estate, title or interest in the subject premises, so far as they can be ascertained, and the location of such properties, will be set forth in the pleadings filed with the Court. The Property Owners' names and the properties affected, are shown on the attached listing, and the areas required for the needed Sewer Easements are as shown on the respective Plats prepared by Engineers HDR, Inc., and

WHEREAS, the DISTRICT has been thus far unable to agree with said Property Owners, and therefore it is NECESSARY for the DISTRICT to exercise Eminent Domain, and appropriate the Easements and Interests in land needed, so that the DISTRICT'S Sewer Project can proceed to construction.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE ATHENS COUNTY COMMISSIONERS, AS FOLLOWS:

1. DISTRICT hereby FINDS it necessary to appropriate the Sewer Easements shown on the attached List, for the purpose of making, constructing, and the future operation, maintenance and repair, of a central sanitary sewer system; and
2. Legal Counsel Frank A. Lavelle, Esq. is hereby authorized and instructed to PROCEED, prepare and submit the necessary Notices and Legal pleadings with the Court, to exercise Eminent Domain in connection therewith; and
3. If the DISTRICT were to decide not to use any of the Sewer Easements for the purpose stated in the Appropriation Petition, the owner has a right to re-purchase upon timely notice pursuant to RC § 163.211; and
4. It is found and determined that all formal actions of the DISTRICT concerning and relating to the passage of this Resolution were conducted in open meetings of

this DISTRICT, and that all deliberations of the DISTRICT that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

5. This Ordinance shall become effective the earliest date provided by law.

Passed this 27th day of August, 2019.

ATHENS COUNTY WATER/SEWER DISTRICT, BY AND THROUGH THE COUNTY COMMISSIONERS

BY: *Angie Eli*
President

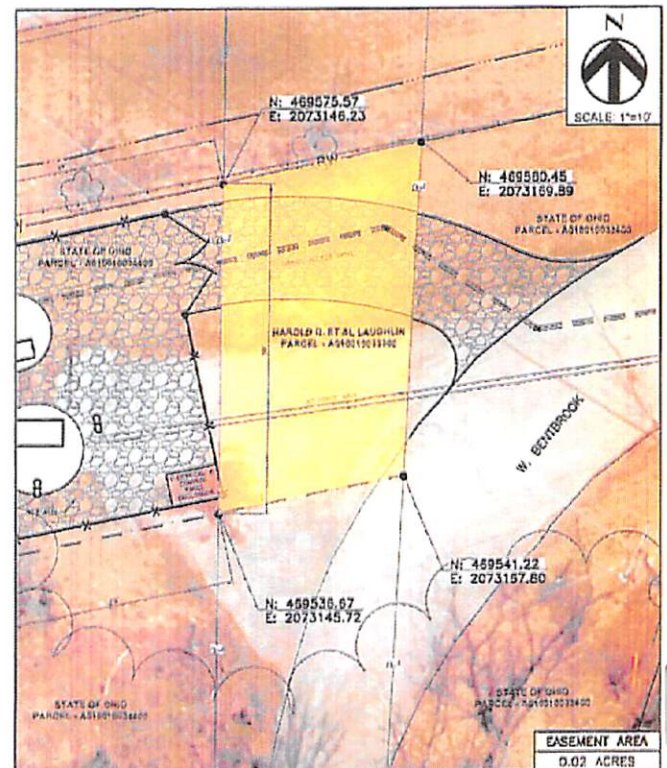
ATTEST/SEAL:

Frank A. Lavelle
Clerk

Y:\Map\Athens\Map\Athens\Athens\Appropriation\Resolution Directing that Appropriation Process\Athens\082719\apd

EASEMENTS TO BE APPROPRIATED (2nd RESOLUTION)

NAME	PROPERTY
1. Laughlin, Harold & Laughlin, Dewey P.O. Box 547 Athens, OH 45701	8845 Bentbrook Lane, Athens, OH 45701 Parcel No. A010010033300 EASEMENT ACREAGE: 0.02 AC



HDR

**HAROLD D. ET AL LAUGHLIN
8845 BENTBROOK LN.
PARCEL - A010010033300
LIFT STATION EASEMENT**

08/27/2019
B

8/19/2019

PRELIMINARY LEGISLATION
(LPA-ODOT-448 Project Agreement)
(PARTICIPATORY)

Ordinance/Resolution #: 127-504
PID No.: 104098
County/Route/Section: ATHENS COUNTY 2020
Agreement No. 23077

The following is a resolution enacted by the Board of Commissioners of Athens County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I - Project Description

WHEREAS, the (LPA/STATE) has determined the need for the described project:

Passover marking project on various routes and sections within County. Funded through the County Engineer's Association of Ohio (C.A.O.).

NOW, THEREFORE, be it ordained by the Board of Commissioners of Athens County, Ohio, (LPA)

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-448 Agreement entered into between the parties, if applicable:

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT 448 Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The County does hereby propose to assume and contribute the entire cost and expense of the improvement, less the amount of Federal Aid Funds available to the Director of Transportation for financing this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation and further, the County agrees to bear one hundred percent (100%) of the cost of the following items:

1. *Right-of-Way*
2. *All costs for utility construction and generating extra work contracts under this item, unless performance is approved by the State of Ohio and Federal Highway Administration before work is authorized.*

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be necessary for the Project.

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The LPA further agrees that change orders and extra work contracts required to fulfill the construction contract shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice in writing to the LPA. The LPA shall contribute its share of the cost of those items in accordance with other sections herein.

The LPA agrees that if Federal Funds are used to pay the cost of any construction contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specification for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV - Authority to Sign

The LPA hereby authorizes Jeff Maiden of said County Engineer (Signature authority) (LPA or ODOT or its department or agency) enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the Jeff Maiden (Signature authority) is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the Board of Commissioners to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 615 and the ODOT Utilities Manual.

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SECTION VI - Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way in reserve for public highway purposes.

SECTION VII - Emergency Measure

The resolution is hereby declared to be an emergency measure to expedite the highway project and to preserve highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed: 8/27 2019

Attest: John Rockhold

Robert E. Smith
County Engineer (LPA)

8/19/2019

CERTIFICATE OF COPY
STATE OF OHIO

Board of Commissioners of Athens County, Ohio
(LPA)

I, John Rockhold, as Clerk of the Board of Commissioners of Athens County, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution adopted by the legislative authority of the said Board of Commissioners on the 27 day of August, 2019.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 27 day of August, 2019.

SEAL


John Rockhold
Clerk
Board of Commissioners of Athens County, Ohio
(LPA)

(If the LPA is designated as being that "only Seal" is required. If not Seal, then a Notary Seal. This Seal is required to accompany the certified legislation.)

- 15.8 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.11 **Facsimile Signatures:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.


The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: ATHENS COUNTY, OHIO
BOARD OF COMMISSIONERS

By: 
Title: President

Date: 8/27/19

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By:  ^{ldm}
~~John Wray~~ Jack Marchbanks
Director

Date: 8/15/19



Barbie Adams
adams@athensoh.org
Chris Chmiel
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Lenny Eliason, MPA
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Clerk, Admin. Assistant
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Telephone (740) 592-3292
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AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL

ATTACHMENT C

A RESOLUTION AUTHORIZING Jeff Malden, County Engineer, TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance in political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Athens County is planning to make capital improvements to County Road 16 and County Road 12 with an asphalt overlay; and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs;

NOW THEREFORE, BE IT RESOLVED by the Athens County Commissioners with a motion by Chris Chmiel and a second by Barbie Adams:

Section 1: Lenny Eliason, President, Athens County Commissioners, is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Lenny Eliason, President, Athens County Commissioners, is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Passed August 17, 2019

Signed: Lenny Eliason
Lenny Eliason, President
Board of Commissioners

The Board of Athens County Commissioners is an Affirmative Action employer and does not discriminate for reasons of race, gender, sex, religion or disability.

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State of Ohio Public Works Commission Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant: Athens County Subdivision Code: 008-00008
District Number: 18 County: Athens Date: 08/26/2019
Contact: Jeff Malden, Athens County Engineer Phone: (740) 592-5514
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)
Email: jmalden@athensoh.org FAX: (740) 592-4816

Project Name: CR10 and CR17 Phase 2 Paving Project - Priority 1 Zip Code: 45701
Subdivision Type: Project Type: Funding Request Summary
(Select one) (Select single largest component by \$) (Automatically populates from page 2)
Project: ☒ 1. County ☒ 1. Road Total Project Cost: 645,118.00
☐ 2. City ☐ 2. Bridge/Culvert 1. Grant: 400,000.00
☐ 3. Township ☐ 3. Water Supply 2. Loan: 0.00
☐ 4. Village ☐ 4. Wastewater 3. Loan Assistance/Credit Enhancement: 0.00
☐ 5. Water (0119 Water District) ☐ 5. Solid Waste Funding Requested: 400,000.00
☐ 6. Stormwater

District Recommendation (To be completed by the District Committee)

Funding Type Requested	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> State Capital Improvement Program	RPL Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> Local Transportation Improvement Program	Grant:	Amount: _____ .00
<input type="checkbox"/> Revolving Loan Program	LTIP:	Amount: _____ .00
<input type="checkbox"/> Small Government Program	Loan Assistance / Credit Enhancement:	Amount: _____ .00
District SG Priority: _____		

For OPWC Use Only

STATUS	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RPL
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

Form OPWC001 Rev. 12.15

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1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design: _____ .00
Final Design: _____ .00
Construction Administration: _____ .00
Total Engineering Services: a.) _____ .00 0 %

Right of Way: b.) _____ .00
Construction: c.) 645,118 .00
Materials Purchased Directly: d.) _____ .00
Permits, Advertising, Legal: e.) _____ .00
Construction Contingencies: f.) _____ .00 0 %
Total Estimated Costs: g.) 645,118 .00

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account: a.) _____ .00
Local Revenues: b.) 245,118 .00
Other Public Revenues: c.) _____ .00
ODOT / FHWA PID: d.) _____ .00
USDA Rural Development: e.) _____ .00
DEPA / OWDA: f.) _____ .00
CDBG: g.) _____ .00
☐ County Entitlement or Community Dev. Formula
☐ Department of Development
Other: h.) _____ .00
Subtotal Local Resources: i.) 245,118 .00 38 %

OPWC Funds (Check all requested and enter Amount)

Grant: 100 % of OPWC Funds j.) 400,000 .00
Loan: 0 % of OPWC Funds k.) _____ .00
Loan Assistance / Credit Enhancement: l.) _____ .00
Subtotal OPWC Funds: m.) 400,000 .00 62 %
Total Financial Resources: n.) 645,118 .00 100 %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer, listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement: 645,118 .00 100 %
2.2 Total Portion of Project New / Expansion: 0 .00 0 %
2.3 Total Project: 645,118 .00 100 %

3.0 Project Schedule

3.1 Engineering / Design / Right of Way Begin Date: 01/02/2020 End Date: 03/20/2020
3.2 Bid Advertisement and Award Begin Date: 06/14/2020 End Date: 07/14/2020
3.3 Construction Begin Date: 08/10/2020 End Date: 10/30/2020
Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed. Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section. CR10 - 1997
CR17 - 1990

4.1 Useful Life / Cost Estimate / Age of Infrastructure
Project Useful Life: 15 Years Age: _____ (Year built or year of last major improvement)
Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information
CR10 - 390 CR10 - 430
CR17 - 991 CR17 - 1090

Road or Bridge: Current ADT _____ Year 2017 Projected ADT _____ Year 2022
Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.
Residential Water Rate Current \$ _____ Proposed \$ _____
Number of households served: _____
Residential Wastewater Rate Current \$ _____ Proposed \$ _____
Number of households served: _____
Stormwater: Number of households served: _____

no longer a public agency. Further, the Board may terminate this Agreement if the Contractors fail to follow the practice and procedures set forth by their agencies or Athens County.

VI. **NOTICES.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be served by delivery upon the parties as follows:

Board of Commissioners of Athens County
15 South Court Street
Athens, Ohio 45701

Hocking Valley Community Residential Center
111 West 29 Drive
Nelsonville, Ohio 46764

Jill Thompson, Athens County Auditor
15 South Court Street
Athens, Ohio 45701

VII. **INDEMNIFICATION.** Contractors shall indemnify, defend and hold harmless the Board and Athens County, Ohio, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature which result from any act or omission of Contractors, their employees or anyone acting under their direction, control, or on their behalf unless due solely to county negligence.

VIII. **COMPLIANCE WITH LAWS.** Contractors shall comply with all federal, state and local laws, rules, regulations and standards, without limitation to those designated in this Agreement. The laws and regulations of the State of Ohio shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any actions relating to this Agreement shall be brought in a Court located in Athens County, Ohio.

IX. **SEVERABILITY.** 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 fullest extent permitted by law.

X. **NO JOINT VENTURE.** It is not intended by this Intergovernmental Agreement to, 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 Board and Contractors or any of its employees, or between Contractors and Board or any of its employees, or the County or any of its employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other. It is the intention of the parties to maintain separate entities.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF ATHENS COUNTY, OHIO AND HOCKING VALLEY COMMUNITY RESIDENTIAL CENTER

This Intergovernmental Agreement is entered this August 27th day of 2019, into by and between the Board of Commissioners of Athens County, Ohio, hereinafter referred to as Board; and the Hocking Valley Community Residential Center, and the Governing Board of Hocking Valley Community Residential Center, hereinafter referred to as Contractors.

RECITALS

1. Whereas, the parties may contract for services and enter into agreements with the other for joint cooperation pursuant to R.C. § 307.15; and
2. Whereas, Contractors are qualified to perform services in connection with their policies and procedures.

NOW THEREFORE, Board and Contractors, pursuant to the above, and in consideration of the matters and things hereinafter set forth, so mutually agree as follows:


AGREEMENT

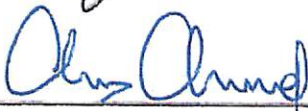
- I. **PURPOSE.** The purpose of this Intergovernmental Agreement is for the Board to act as fiscal agent for Contractors.
- II. **FEE.** Contractors shall pay to Board, the sum of 2% of the Hocking Valley Community Residential Center's annual budget per year, which represents the fee for the performance of this Agreement, plus the yearly MUNIS subscription.
- III. **BUREAU OF WORKER'S COMPENSATION.** Contractors agree to be solely responsible for its Worker's Compensation premiums and any other work associated with Worker's Compensation or BWC.
- IV. **TERM.** This Intergovernmental Agreement shall begin on the 1 day of January, 2019, and shall be effective for one (1) year from the beginning date. Any modification, including extension of this Agreement, shall be made by written amendment and executed by the parties hereto.
- V. **TERMINATION.** Either party may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) Days before the effective date of such termination. This Agreement shall immediately terminate if Contractors become privatized and are

- XI. **ENTIRE AGREEMENT.** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties agree to carry out the terms of this **INTERGOVERNMENTAL AGREEMENT.**


BOARD OF COMMISSIONERS OF ATHENS COUNTY, OHIO

 10/22/19
Commissioner Date


 10-22-19
Commissioner Date

 10-22-19
Commissioner Date

HOCKING VALLEY COMMUNITY
RESIDENTIAL CENTER

 10/10/19
Authorized Individual Date

THE GOVERNING BOARD OF THE HOCKING
VALLEY COMMUNITY RESIDENTIAL CENTER

 10-9-19
Authorized Individual Date

Prepared by: Keller J. Blackburn
Athens County Prosecuting Attorney