

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, 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 December 10th, 2019 - Convenes at 9:30 a.m.

Approve Agenda

Approve Appropriations, Transfers, New Line Items Requests/Changes

Fund to Fund Transfer - Common Pleas PSI Grant

\$10,000.00 from 256.3256.590100 PSI Grant Advances Repaid, into 001.0001.421100 Gen. Fund Advances In

Fund to Fund Transfer - Engineer

\$63,928.75 from 492.3492.580100 Transf. Out (FEMA Grants), into 491.2491.417650 K-6 Reimb.

Approve Bills

- 09:30 Auditor Budget
- 09:45 DJFS Dir. Jean Demosky
- 10:00 Planner - Jessie Powers
- 10:15 Soil & Water Budget
- 10:30 HAPCAP Public Hearing #2
- 10:45 Jeff Maiden - Budget
- 11:00 New Marshfield Gals - Kathy Llewellyn, Norma Bails, Vicky
- 11:15 Rich Kaster - ACWSD Supt.

~ AGENDA ITEMS

- Amended Certificate
- Data Board Recommendations
- ACWSD Extension Requests / Pymt. Agrmts.
- Treasurer Roll Up Window Repair
- DJFS - Retirement Resolution
- EMS - Surplus
- Meeting Date Change / Cancel
- NAR Solutions Agreement
- Personnel Policy - OT Discussion
- Engineer - OPWC Disb. Req.# 4 CR10 & CR17
- Maximus Contract Renewal
- CEBCO Grant Agrmt.
- Positive Pay Agreement

Additional: Resolution Mary Andrews 100 years old

- Baileys Trail
- Intelliwave
- EMS Chief Rick Callebs
- DJFS Barn use by ReUse Industries

~TRAVEL

Treasurer Ric Wasserman - Regional Land Bank Mtg. - Dec. 17th - Mansfield, OH

~ADJOURNMENT

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. Adkins and seconded by Mr. Eliason approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: December 10, 2019 - Budget Transfers and Amendments.

Additional: Fund to Fund Transfer - Common Pleas PSI Grant

\$10,000.00 from 256.3256.590100 PSI Grant Advances Repaid, into 001.0001.421100 Gen. Fund Advances In

Fund to Fund Transfer - Engineer

\$63,928.75 from 492.3492.580100 Transf. Out (FEMA Grants), into 491.2491.417650 K-6 Reimb. (Copied to page 715 ).

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: 12/04/2019 To: 12/10/2019, 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.

**2020 BUDGET HEARINGS**

The following Departments were present for their 2020 Scheduled Budget Hearings:  
Auditor, DJFS, Soil & Water, Engineer.

**DJFS - DIR. JEAN DEMOSKY - AGENDA****COMMISSIONERS**

12-9-19

**ACDJFS**

## 1. Budget Review

## 2. Ohio Governor's Imagination Library

a. Idea to present to our 10-county group - Governor has goal of getting all 88 counties to participate and to match half at \$12.50 to sponsor a child. She will propose to other director's in the 10 County shared services group, to make it a part of the questions, asking about children in household ages 0-5, to sign up for Imagination Library.

3. Contracts - Maintenance Agrmt./MOU -. She stated that they pay 50% of salary FTE for Maint. Supv. Jeff Gabriel and that he has fewer JFS specific FTE hours. Dir. Demosky will readjust the verbage in the MOU to not be for FTE, and return for approval at a later date.

## 4. New Hire (See motion below)

## 5. Retirement- Lori Moleski

## 6. MOU for Maintenance

\* Dir. Demosky also reported that the Child Support Enforcement has received an Award for Most Improved Collections and that Rocky Boots has donated \$5,000.00 towards the Operation Full Belly Project.

**DJFS - NEW HIRE / PROMOTION M. GRUBBS**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to authorize the promotion of Michelle Grubbs, to the Administrative Secretary for Child Support and Community Services. Pay Rate: 20.28, as recommended by DJFS Dir. Jean Demosky.

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

**DJFS RETIREMENT - LORI MOLESKI**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Retirement Resolution thanking DJFS employee, Lori Moleski, for her service.

**RESOLUTION**

WHEREAS Lori Moleski has provided Thirty-One years of outstanding service to the citizens of Athens County,  
WHEREAS Lori Moleski has been an exemplary employee of the Athens County Department of Job and Family Services, and  
WHEREAS Lori Moleski has provided assistance to thousands of needy county residents,  
BE IT RESOLVED that we, the Athens County Commissioners offer our wholehearted appreciation to Lori Moleski for a job well done and wish her a happy retirement.

**BOARD OF ATHENS COUNTY COMMISSIONERS**

/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.

**PLANNER - JESSIE POWERS Agenda****Agenda**

- Budget - Transfer-In increase - Clerk told her to adjust their budget in Munis.
- Community Improvement Challenge Funds - Kickoff Meeting held, new name is Athens County Together (ACT) - the new website is online. Received Health Dept. donation of \$6,738.00.
- FLAP Grant Application - Federal Land Access Program - Grant due next week. Federal lands connector trail from Nelsonville to the Bailey's - Discussion of support letter, 20% County project match (approx. \$40,000.00). Possible donation/sale of land from the Hocking Valley Scenic Railway. The County Engineer is also planning to submit an application for funding for resurface Big Bailey Road. The Commissioners stated they don't want the two applications to compete with each other. A representative from Wayne National Forest was present and stated that they will be reviewing the applications. Planner Powers mentioned possible ODNR funding for the project. They suggested that she speak to the County Engineer, to see if it could be possible for both entities to apply for funding.
- Other - National Balancing Nature & Commerce Course - Creating a team of 4 to 7 people to go to training in West Virginia, to discuss Nature and Economics and using those to drive the economy in small rural areas. She has received interest from a couple individuals to attend the course.

**PLANNER - AUTHORIZE SUBMITTAL OF APPLICATION**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing County Planner to submit an application to register for the National and Commerce Training Course for Training.

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

**AMENDED CERTIFICATE**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the Amended Certificate, dated December 10<sup>th</sup>, 2019 prepared by Jill Thompson, Athens County Auditor.

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

**DATA BOARD RECOMMENDATIONS**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Dept. requests, as recommended by the Data Processing Board:

- Auditor: Request for a new computer for the GIS Administrator. Current computer needs upgraded & will be kept for the GIS Intern. NetData: \$1199.00.
- EMA: Request for two desktop computers and four laptops (2 for LEPS and 2 for EOC). Computers will be paid for from LEPC and EMA Funds. NetData: \$2492.00 for both desktops - Laptops (4) \$2616.00
- Sheriff: Request to purchase three Microsoft Surface Go's, to upgrade from iPads. They wish to test them on the road to see if they will work properly. If so, they may upgrade the others. Cost: \$699 ea.  
Also requested was the approval of a limited amount of \$2500.00 to purchase Surface Go's as needed for deputies in 2020.

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

**ACWSD EXTENSION REQUESTS/PAYMENT AGRMTS.**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by Justin Wayand for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$134.27 with \$76.94 to be paid by 12/13/19. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by James McGomery, for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$142.23 with \$74.51 to be paid by 12/9/19. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by David Gillman, for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$88.27 with \$47.26 to be paid by 12/13/19. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by Sierra Call, for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$149.42 with \$90.00 to be paid by 12/13/19. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by Savannah Call, for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$189.07 with \$189.07 to be paid by 1/2/20. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by Cory Gates, for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$212.08 with \$119.27 to be paid by 12/9/19. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins ratifying the signature of Commissioner Eliason and authorizing a payment plan for Anna Mash, for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount past due is \$1004.71, minus a payment of \$200 requiring a monthly minimum payment of \$268.24 plus the regular monthly bill, for 3 months. Customer must pay payment amount, plus the current bill, failure to do so breaks the agreement and payment is due in full. Should at any time Anna Mash not make one of these payments the account will be considered delinquent and service could be shut off. First payment due before or on 1/10/2020.

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

**TREASURER ROLL UP WINDOW REPAIR**

Commissioner Adkins stated that the Treasurer asked about replacing their manual roll up window with an electric window. The Commissioners feel that since they now have the new security glass they don't consider this a security issue at this time. He stated he might ask the Treasurer about splitting the cost for this.

**COMMISSIONER MEETING DATE CHANGE / CANCELLATION**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving to change the Meeting from Tuesday, December 24<sup>th</sup> to Monday, December 23<sup>rd</sup>, 2019 and cancel the Meeting on Tuesday, January 31<sup>st</sup>. A notice will be sent to the Media.

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

**NAR SOLUTIONS AGRMT.**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Treasure Ric Wasserman's signature on the Tax Certificate Sale/Purchase Agreement by and between Ric Wasserman, Athens County Treasurer and NAR Solutions, Inc.

**TAX CERTIFICATE SALE/PURCHASE AGREEMENT**

THIS AGREEMENT (this "Agreement" is entered into this 27<sup>th</sup> day of September, 2019 by and between the Athens County Treasurer (the "Treasurer" or "Seller") whose principal place of business is located at Athens County Treasurer's Office, 15 S. Court Street, Room 334, Athens, OH 45701 and NAR Solutions, Inc., (the "Purchaser") whose principal place of business is located at 5002 Dodge Street, Omaha, NE 68132 (each individually a "Party" and collectively the "Parties").

**PURPOSE OF AGREEMENT**

This Agreement is a Tax Certificate Sale/Purchase Agreement negotiated in accordance with Ohio Revised Code Section 5721.33. The purpose of this Agreement is to state the terms and conditions under which the Treasurer will sell, and the Purchaser shall purchase, Tax Certificates (as defined herein) all subject to the terms and conditions set forth in this Agreement and pursuant to Ohio Revised Code Sections 5721.30 to 5721.43. Ohio Revised Code Chapter 5721, specifically Ohio Revised Code Sections 5721.30 to 5721.43 (hereinafter, the "Code"; shall govern any term or condition not set forth within this Agreement. Copy 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.

**PERSONNEL POLICY OT DISCUSSION / Amended Language - Hours of Work and Overtime XVI Page 22**

Commissioner Adkins feels that if an employee is called in and/or scheduled for overtime status, they should receive overtime pay. (Such as in emergency's and/or on Holidays). Commissioner Eliason will draft and amend the language to be added to the Personnel Policy. A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following amended language change be added to the County Personnel Policy: XVI Page 22 - *Employees called in or required to stay for overtime do to unforeseen circumstances are eligible for overtime regardless of active pay status.*

\* The Policy Manual will be updated to reflect the changes.

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

**ENGINEER - OPWC DISBURSEMENT REQUEST #4 - CR10 & CR17**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Engineer, OPWC Disbursement Request #4 - DRW09 - for CR10 & CR17, in the amount of \$16,371.08 to McKee Paving. (Copied to page 716 ).

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

**MAXIMUS CONTRACT RENEWAL**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Maximus Contract Renewal  
AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between MAXIMUS Consulting Services, Inc. ("Consultant") and Athens County, Ohio ("Client"), individually a "party" and collectively the "parties." In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.

Term. This Agreement shall commence on January 1, 2020 ("Effective Date") and shall remain in effect until June 30, 2023, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs last. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties. For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Twenty-Seven Thousand Nine Hundred Dollars (\$27,900). Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The fee breakdown is as follows:

Calendar Year 2019	\$9,300
Calendar Year 2020	\$9,300
Calendar Year 2021	\$9,300

Copy of full agreement on file in Commissioner's Office. (Signatures copied to page 717).

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

**CECBO GRANT AGREEMENT**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the 2020 CECBO Wellness Grant Agreement - Administrative Funds: \$4,000.00 Program Funds: \$7,008.00. (Copied to pages 718).

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

**POSITIVE PAY AGREEMENT**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Hocking Valley Bank Positive Pay Services Agrmt.:  
Hocking Valley Bank  
Positive Pay Services Agreement

This Positive Pay Services Agreement ("Agreement") dated as of 12/10/2019 is between Hocking Valley Bank ("Bank") and Athens County ("Customer") for account(s) 10016153. The Bank and the Customer agree that the provision by the Bank and the use by the Customer of the positive pay services described below shall be subject to the terms and conditions set forth in this Agreement. In the event of inconsistency between a provision of this Agreement and the Uniform Commercial Code (U.C.C.) as in effect in the State of Ohio, the provisions of this Agreement shall prevail.

The Bank makes available to a Customer Positive Pay. The Customer shall specify the selected service on Schedule A.

**1. DEFINITIONS**

1.1 Statutory Definitions. Unless otherwise defined in this Agreement, words or phrases shall have the meanings set forth in U.C.C. Article 3 - "Negotiable Instruments" and U.C.C.

**Article 4 - " Bank Deposits and Collections."****1.2 Definitions. In the Agreement:**

1.2.1 Agreement means this Positive Pay Services Agreement as it may be amended from time to time.

1.2.2 Authorized Account means the account(s) of the Customer, maintained at the Bank to which the positive pay services rendered by the Bank will apply.

1.2.3 Available Funds means funds on deposit in an Authorized Account and available for withdrawal pursuant to Federal Reserve Regulation CC and the Bank's applicable funds availability schedule and policies.

1.2.4 Exception Check means a Presented Check that does not match a check included in an Issued Check File.

1.2.5 Issued Check File means a record describing checks written by the Customer on an Authorized Account, provided by the Customer to the Bank under Section 2.1.

1.2.6 Pay Request means the instructions of the Customer to the Bank requesting the Bank to pay an Exception Check.

1.2.7 Presented Check means a check drawn on an Authorized Account and presented to the Bank for payment through the check collection system.

1.2.8 Return Request means the instructions of the Customer to the Bank instructing the Bank not to pay an Exception Check.

**2. POSITIVE PAY SERVICES**

2.1 Issued Check File. The Customer shall submit an Issued Check File to the Bank.

2.1.1 The Issued Check File shall accurately state the check number, date, and the exact dollar amount of each check drawn on an Authorized Account since the last Issued Check File was submitted. Each Authorized Account shall require an Issued Check File for all checks issued.

2.1.2 The Customer shall send the Issued Check File to the Bank in the format and medium, as specified by the Bank and agreed to by the Customer in schedule C.

2.1.3 In the event of system failure, either that of the Customer's or of the Bank's and the Issued Check File cannot be received by the Bank or the Bank cannot process the file, the file shall be considered as not received, even if the Bank has possession of the file.

2.2 Payment of Presented Checks. The Bank shall compare each Presented Check by check number and amount against each Issued Check File received by the Bank. On each banking day, the Bank may pay and charge to the Authorized Account each Presented Check that matched by check number and amount a check shown in any Issued Check file.

2.3 Missed Deadline. If Company misses the deadline as outlined in Schedule D, Bank will receive the items in their unposted processing and subsequently push them back to the exception processing screen for the Customer to review.

2.4 Not Covered. This Agreement does not cover a check if the Bank has already cashed the check or is already committed to honor or pay the item under applicable laws, regulations or rules governing checks.

**2.5.1 Customer and Bank Communications.**

2.5.1 The Customer or the Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Agreement. The revised communication must (i) identify the original communication, and (ii) be sent in by the deadline as set forth in Schedule D. A properly submitted revised communication serves to revoke the original communication.

2.5.2 The Bank shall use only Issued Check Files that comply with Section 2.1

2.5.3 The Bank shall not be obligated to comply with any Pay Request or Return Request received in a form or medium, after a deadline as set forth in Schedule D, but may instead treat such a Pay Request or Return Request as though it had not been received.

2.5.4 The Bank is not responsible for detecting any Customer error contained in any Issued Check File or Pay Request or Return Request sent by the Customer to the Bank.

**3. LIABILITY OF THE BANK; LIMITATIONS ON LIABILITY**

3.1 Uniform Commercial Code Liability. To the extent applicable, the liability provisions of U.C.C. Articles 3 and 4 shall govern this Agreement, except as modified below.

3.2 Wrongful Honor. It shall constitute wrongful honor by the Bank if the Bank pays an Exception Check listed as a Positive Pay Exception and Customer notifies the Bank by the deadline of 3:00PM Eastern Time of its desire to return the item(s).

3.2.1 The Bank shall be liable to the Customer for the lesser of the amount of the wrongfully paid Exception Check or the Customer's actual damages resulting from the Bank's payment of the Exception Check.

3.2.2 The bank expressly waives any right it may have to assert that the Customer is liable for the amount of the wrongfully honored Exception Check on the grounds that the Exception Check was properly payable under U.C.C. section 4-401.

3.2.3 The Bank retains the right to assert the Customer's failure to exercise reasonable care under U.C.C. sections 3-406(a) and 4-406(c). The Bank's wrongful honor shall, however, constitute a failure of the Bank to have exercised ordinary care under the loss allocation provisions of U.C.C. sections 3-406(b) and 4-406(e).

3.2.4 The bank retains the right to assert the defense that the Customer has sustained no actual damages because the Bank's honor of the Exception Check discharged for value an indebtedness of the Customer.

3.3 Wrongful Dishonor. Except as provided below, it shall constitute wrongful dishonor by the Bank if the Bank dishonors an Exception check: and that the Bank has been ordered by the Customer to pay pursuant to a Pay Request sent to the Bank by the deadline of 3:00PM Eastern Time.

3.3.1 The Bank's liability for wrongful dishonor of an Exception Check shall be limited to the

damages for wrongful dishonor recoverable under U .C.C. Articles 3 and 4.

3.3.2 Notwithstanding Section 3.3.1, the Bank shall have no liability to the Customer for wrongful dishonor when the Bank, acting in good faith, returns an Exception Check:

- (a) that it reasonably believed was not properly payable; or
- (b) if there are insufficient Available Funds on deposit in the Authorized Account; or
- (c) if required to do so by the service of legal process on the Bank or the instructions of regulatory or government authorities or courts.

#### 4. GOVERNING G LAW

Governing Law. This Agreement shall be governed by the laws (excluding the law of conflicts) of the State of Ohio and applicable Federal law.

#### 5. GENERAL PROVISIONS

5.1 Security Controls. The Customer and the Bank shall abide by the security procedures summarized in Schedule E and elsewhere in this Agreement.

5.2 Reasonable Control. The Bank shall not be responsible for any loss, damage, liability or claim arising, directly or indirectly, from any error, delay or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstances beyond the reasonable control of the Bank.

5.3 Severability. If any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

5.4 Check Orders. If the Customer orders checks from any check printing vendor other than Hocking Valley Bank, Customer agrees to insure the MICR encoding legible and accurate. Not using properly encoded checks could result in a large number of Positive Pay exceptions.

5.5 Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement, but the provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to the Bank or to the Customer, whether by merger, consolidation or otherwise.

5.6 Termination. You have the right to terminate this Agreement at any time upon delivery of written notice to Hocking Valley Bank. Hocking Valley Bank has the right to terminate its obligation to provide Positive Pay to you upon ten ( 10) days prior written notice. Notwithstanding the foregoing, the Bank may, at its discretion, terminate, change and/or revise this agreement at any time without assigning any reason whatsoever. Notwithstanding such termination, this Agreement shall remain in full force and effect as to all Presented Checks that have been presented to the Bank prior to the date of termination.

5.7 Waiver. The waiver by a party to this Agreement of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

5.8 Entire Agreement. This Agreement, including attached Schedules A through E, is the entire agreement and understanding between the parties related to the subject matter of this Agreement as of the date hereof and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

This Agreement does not change the terms of any other agreement, including the Deposit Account Agreement, except that it relates to Positive Pay.

5.9 Beneficiaries. This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefitting any other person.

5.10 Return Request Notification. The Customer must notify the bank of a return request by email to ach@hvbl.com with a telephone verification to the Electronic Delivery Department at 740-592-4441 by no later than 3:00PM Eastern Time on the date of the exception.

We wish to begin using Positive Pay. We agree to abide by the rules set forth above now in effect or as they may be changed from time to time. At least one signer must have full signing authority on the account(s) listed above and this signer, by signing below, gives authority for other users who are not authorized signers on the account but who are listed on the Positive Pay User Access form to have the access specified on that form.

This authority is to remain in full force and effect until Hocking Valley Bank has received written notification from both parties of its termination in such time and manner as to afford Hocking Valley Bank a reasonable opportunity to act on it. The use of the service signifies that we have read and accepted all the terms and conditions of this Positive Pay Agreement.

(Signature page Copied to page 719 ).

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

#### TRAVEL

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

Treasurer Ric Wasserman - Regional Land Bank Mtg. - Dec. 17th - Mansfield, OH

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

#### PROCLAMATION - MARY ANDREWS DAY

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Proclamation for Mary Andrews:

WHEREAS, the Athens County Commissioners desire to honor Mary Andrews, who has been a resident of Athens County since the 1940's; and WHEREAS, Mary Andrews will observe her 100th Birthday on December 11, 2019; and WHEREAS, Mary Andrews is retired from the Athens City School System; and WHEREAS, she is an active member of the Christ Lutheran Church, in Athens and THEREFORE, BE IT RESOLVED that we, the Board of Athens County Commissioners wishes to recognize her for her contributions to Athens County and declare December 11, 2019 as "Mary Andrews Day", in Athens County.

Signed the 10th day of December, 2019

Attested:

/s/ Lenny Eliason, President

/s/ JoAnn Rockhold, Clerk

/s/ Chris Chmiel, Vice-President

/s/ Charlie Adkins

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

**HAPCAP / CDBG PUBLIC HEARING #2 - Nathan Simons**  
**ATHENS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING 2019**  
**AGENDA FOR PUBLIC HEARING #2**

**Introductions**

• Please remember to sign our sign in sheet. Thank you.  
This is the second public hearing for Athens County's FY 2019 Community Development Block Grant (CDBG) Programs. The purpose of this hearing is to provide the public an opportunity to review and comment on the County's application and proposed activities.

1) Critical Infrastructure Program - up to \$500,000

**\*\*Eligible Activities**

Eligible activities include constructing, reconstructing or rehabilitating infrastructure components. Eligible infrastructure components include streets and bridges; sidewalks; flood and drainage; water and sanitary sewer and fire protection or community facilities. Single component, critically needed, high impact infrastructure improvements

Athens County intends to apply to the Ohio Development Services Agency for funding under the CDBG Critical Infrastructure Program, a federally-funded program administered by the state. Athens County is eligible to apply for up to \$500,000.00 of Fiscal Year 2019 CDBG Program funding, provided the county meets applicable program requirements.

The county conducted its first public hearing to inform citizens about the CDBG program, how it may be used, what activities are eligible, and other important program requirements on November 26<sup>th</sup>, 2019 at 10:30am.

The following activities are under consideration for inclusion in the County's Critical Infrastructure application based on citizen input and local officials' assessments of needs:

**2019 CDBG Proposed Activities:**

Village of Chauncey- Sewer Facility Improvements:

Total Project Costs Estimated at \$438,900-CDBG Critical Infrastructure Funds

Requested: \$395,000.00, Includes \$30,000 for Administration;

Village of Chauncey: \$43,900.

National Objective: Area Wide LMI Benefit

(Sign in sheet copied to page 720).

\* Public Hearing Closed

**ENGINEER - BID AWARD CR10 - SHELLY & SANDS - Engineer's Estimate: \$149,000.00**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins awarding the ATH-CR10-7.25 Landslide Repair Project to Shelly & Sands, Inc. as recommend by Engineer, Jeff Maiden, and authorize Commissioner Eliason's signature on all documents related to the project. Bid Amount: \$135,410.90.

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

**NEW MARSHFIELD GALS - KATHY LLEWELLYN, NORMA BAILS & VICKY WSCS Ladies of New Marshfield**

Discussion regarding the use of the Waterloo Community Senior Citizens building for their events held and hosted by them, within the New Marshfield Community. There has been a misunderstanding with the Senior Organization and the use of the building. Commissioner Chmiel stated he would like to set up a meeting with both sides to discuss their issues.

**ACWSD RICH KASLER, SUPT. RT. 50 SEWER PROJECT UPDATES**

Updates on the Rt. 50 Sewer Project from Supt. Rich Kasler - Project is almost ready to bid. He received word from USDA that if they wait until after the first quarter of the year, 2020, the interest rate will go down. They are hoping for Approval to Bid in the next day or two in order to send a letter to the residents updating them of the project time line. Projected pre construction meeting and closing set for March of 2020.

Mr. Kasler also discussed Buchtel and transferring the sewer system to Nelsonville. Commissioner Eliason stated that he wants to get the official decision from Buchtel Village Council on their plans to transfer to Nelsonville or to stay with the County, as soon as possible. Mr. Kasler also wished to discuss the water rates, stating that the City of Athens has raised their rates by an 8% increase. He recommended that the Commissioners increase the ACWSD (water rates only), by 6%.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the increase in ACWSD water rates by 6% for 2020 as follows:

ATHENS COUNTY WATER AND SEWER RATES  
JANUARY 2020

## THE PLAINS

01-01-2020

WATER FIRST TWO THOUSAND	\$27.18
EVERY THOUSAND AFTER	\$12.19

SEWER FIRST TWO THOUSAND	\$15.37
EVERY THOUSAND AFTER	\$ 6.63

MINIMUM WATER BILL IS	\$42.55
WATER & SEWER COMBINE PER 1000	\$18.82

SEWER ONLY	\$30.96
------------	---------

## BUCHTEL

02-01-2019

WATER FIRST TWO THOUSAND	\$35.12
EVERY THOUSAND AFTER	\$16.64

SEWER FIRST TWO THOUSAND	\$46.37
EVERY THOUSAND AFTER	\$11.94

MINIMUM WATER BILL IS	\$81.49
WATER & SEWER COMBINE PER 1000	\$28.58

Effective 01-01-2020

Athens Charges for water \$2,553.80 first thousand and \$5.56 for every thousand after

\*actual cost \$5.49/1000 gal for 7 million gal/month

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

**INTELLIWAVE DISCUSSION RE THE US50 SEWER & FIBER OPTIC LINE**

Commissioner Chmiel, wished to discuss the Fiber Optic joint trench project with ACWSD Rich Kasler and Engineer Jeff Maiden. He received an email from Chris Cooper, Intellwave, which included supporting documentation from an Engineer and a letter from USDA from 2017, stating that they are in support of the joint trenching, as long as a hold harmless agreement is in place. County Engineer, Jeff Maiden has some issues with the attached letter from the Engineer (FAIL Engineering) regarding a joint trench project, and does not recommended this idea from an Engineer's standpoint. He reached out to the Professional Engineer who approved the letter, and he stated that he was unaware of the letter and didn't feel qualified to respond, as he is a certified Nautical Engineer. Commissioner Chmiel will notify Chris Cooper at Intellwave and make him aware of this issue.

**BAILEY'S TRAIL SYSTEM Discussion**

Commissioner Chmiel stated that the City of Athens entered into agreement with ORCA, Outdoor Recreation Council of Appalachia, in support of the Bailey's Trail and wished to discuss the County's plan for monetary support. Commissioner Eliason stepped out of the Meeting, citing his seat on the ORCA Board. Dawn McCarthy of the Wayne National Forest and Danny Twilley from the Athens Bicycle Club, were available for discussion and to invite the Commissioners out for a site visit to the Baileys and discuss the funding for this project. A visit will be scheduled for next week, Tuesday, December 17<sup>th</sup> at 11:00 a.m., meeting at the Chauncey Park. Commissioner Chmiel mentioned possible funding through a transient gas tax and will try to get a cost projection together to present at a future meeting.

**EMS CHIEF RICK CALLEBS**

Chief Callebs discussed a disciplinary issue of excessive tardiness for Dylan Burson, he has waived is pre disciplinary hearing.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the recommendation of Chief Callebs, issuing a six (6) shift suspension for EMS Employee, Dylan Burson.

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

**DJFS BARN / REUSE INDUSTRIES**

Commissioner Chmiel stated that ReUse Industries would like to use the Barn at DJFS for storage of excess benches, for a 6 month period. He will contact the Pro. Atty's office to have a proposal drafted.

**EMS SURPLUS**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to surplus and destroy the following EMS Property:

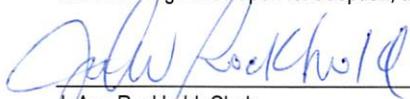
Property Description	Model #	Serial #
39 Verizon Modem (NOT Useful)	MT CDP - EV2	16211585
	MT CDP - EV2	16265330
	MT CDP - EV2	16265333
	MT CDP - EV2	16265334
	MT CDP - EV2	16265331
	MT CDP - EV2	16265329
	MT CDP - EV2	16211582
	MT CDP - EV2	16211584
	MT CDP - EV2	16265332
	MT CDP - EV2	16211583
	MT CDP - EV2	16211586

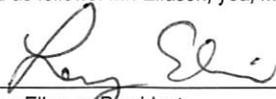
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

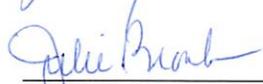
**ADJOURN**

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

  
 \_\_\_\_\_  
 Lenny Eliason, President

  
 \_\_\_\_\_  
 Julie Brooks, Assistant Clerk

  
 \_\_\_\_\_  
 Chris Chmiel, Vice-President

  
 \_\_\_\_\_  
 Charlie Adkins

*Chry Ohmed*

12/10/2019 09:15  
4877jrockhold

Athens County  
BUDGET TRANSFERS AND AMENDMENTS

IP 1  
Bgment

*12-10-19 12:10:19*  
*Ray Shi*



Record Number	Year	Per	Journal Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2019	12	83 12/04/2019	4877pbrooks	transfers	6,000.00	6,000.00	Held
2	2019	12	88 12/05/2019	4877smorris	Trans	4,500.00	4,500.00	Pending Approval
3	2019	12	89 12/05/2019	4877mcarter	App	4,500.00	0.00	Pending Approval
4	2019	12	125 12/06/2019	4877tthatcher	INCREASE	4,400.00	4,400.00	Pending Approval
5	2019	12	127 12/06/2019	4877tthatcher	transfer	1,800.00	1,800.00	Pending Approval
6	2019	12	129 12/06/2019	4877ccagg	APPROP	40,000.00	0.00	Pending Approval
7	2019	12	131 12/09/2019	4877clucas	Certify	192,698.40	0.00	Pending Approval
8	2019	12	132 12/09/2019	4877clucas	Approp	192,698.40	0.00	Unbalanced
9	2019	12	140 12/09/2019	4877tthatcher	TRANSFER/A	3,165.00	3,165.00	Pending Approval
10	2019	12	141 12/09/2019	4877smorris	Transfer	1,682.20	1,682.20	Pending Approval
11	2019	12	146 12/10/2019	4877apierson	TRANSFER	2,900.00	2,900.00	Pending Approval
12	2019	12	147 12/10/2019	4877jpeacock	Transfer	2,500.00	2,500.00	Held

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

OHIO PUBLIC WORKS COMMISSION  
DISBURSEMENT REQUEST FORM AND CERTIFICATION

Statement requesting the disbursement of funds from the OPWC pursuant to Section V of the Project Agreement (the "Agreement") executed between the Director of the Ohio Public Works Commission ("Director") and Athens County, Ohio (the "Recipient"), dated 07/22/2019, for the sole and express purpose of financing the Capital Improvement defined and described in Appendix A of the Agreement (the "Project") and named as numbered as OPWC.

EXPENDITURES PROGRESS:	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
A) Engineering	\$0	\$0	\$0	\$0
B) Right-of-Way	\$0	\$0	\$0	\$0
C) Construction	\$622,012	\$37,075.00	\$40,927.70	\$718,002.70
D) Materials Purchased Directly	\$0	\$0	\$0	\$0
E) Permits, Advertising, Legal	\$0	\$0	\$0	\$0
F) Construction Contingencies	\$0	\$0	\$0	\$0
G) Total Expenditures	\$622,012	\$37,075.00	\$40,927.70	\$718,002.70

FINANCING PROGRESS:	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
H) OPWC Funds	\$250,833	\$214,890.00	\$16,371.08	\$231,201.08
I) Local Share	\$0	\$0	\$0	\$0
1) In-kind Contributions	\$371,179	\$322,245.00	\$24,556.62	\$346,801.62
2) Public Revenues	\$0	\$0	\$0	\$0
J) Other Revenues	\$0	\$0	\$0	\$0
1) ODOT/FRMA	\$0	\$0	\$0	\$0
2) OPA/OWDA	\$0	\$0	\$0	\$0
3) CDBG	\$0	\$0	\$0	\$0
4) USDA	\$0	\$0	\$0	\$0
5) Other	\$0	\$0	\$0	\$0
K) Total Local and Other Revenue	\$371,179	\$322,245.00	\$24,556.62	\$346,801.62
L) Total Financing (H+K)	\$622,012	\$537,075.00	\$40,927.70	\$578,002.70

[NOTE: Column totals for Line L must be equal to the column totals for Line G]

Subdivision Name: Athens County  
Project Name: County Road 10 and County Road 17 Paving  
OPWC Control No.: DRW03  
Appendix E - Page 2  
Disbursement Request #: 4

If this is a final request (to be marked on top of page 3) or if this disbursement uses the remainder of your assistance, your Project file will be closed upon processing this request. As described in Appendix 8 of the Project Agreement, your minimum Percentage Contribution is 60% of the total Project Cost.

AUTHORIZED CERTIFICATIONS

Changes to Project Officials must be submitted in writing

PROJECT MANAGER CERTIFICATION:

I hereby certify that the work items invoiced and included herein are exclusively associated with the Project, have been completed in a satisfactory manner, and are otherwise in accord with the terms and conditions of the Agreement. This request reflects project completion at an estimated 95%.

I certify that the information under this Disbursement Request Form and Certification is true and accurate, and that the work has been completed with the terms of the Agreement, including payment of the applicable prevailing wage rates. By signing below, I certify that the material suppliers, contractors, and subcontractors have been paid in full for work performed and materials supplied pursuant to this Request.

Jeff Madala, Athens County Engineer  
Date: 12/10/19 Phone: 740-593-5514

CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:

Pursuant to Section V, B and V, C of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer, as both are designated in Appendix A of the Agreement, hereby request the Director to disburse financial assistance monies made available to Project in Appendix 8 of the Agreement (inclusive of any amendments thereto) to the project as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project. The undersigned further certify that:

- 1.) Each item of Project cost; documentation attached hereto is properly payable by the OPWC in accordance with the terms and conditions of the Agreement, and name of the items for which payment is requested has formed the basis of any payment heretofore made from the OPWC.
- 2.) Each item for which payment is requested is or was necessary in connection with the performance of the Project.
- 3.) In the event that any of the money disbursed to the Recipient pursuant to this request is so used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's price is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs as soon as possible.

4.) This statement and attachments hereto shall be construed as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto, and

5.) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this 12/9/19 day of December, Athens County Auditor

Tom Harrison, Athens County Auditor  
Lenny Bessard, Athens County Commissioner  
CFO Phone: \_\_\_\_\_

obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

- k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

Athens County, Ohio

By: *Lenny Elin*

Name: LENNY ELIASIN

Title: PRESIDENT

Date: 12/10/19

MAXIMUS Consulting Services, Inc.

By: \_\_\_\_\_ Digitally signed by T. Isadora Huntley

Name: \_\_\_\_\_ DN: cn=T. Isadora Huntley, o=Sr.

Title: \_\_\_\_\_ Director, ou=MAXIMUS Consulting Services, Inc.,

Date: \_\_\_\_\_ email=tisadorahuntley@maximus.com, c=US Date: 2019.12.19 10:29:13 -05'00'

2020 CEBCO Wellness Grant Agreement

Grantor: County Employee Benefits Consortium of Ohio (CEBCO)

Grantee: Athens County

Grant Funding Amounts

Administrative Funds: \$4,000

Program Funds: \$7,008

County Wellness Contact (CWC)

CEBCO asks for the cooperation of the county in designating one or two employees to act as a point of contact, known as the County Wellness Contact(s) (CWC). While others including wellness team members, non-county employees or brokers/consultants may be involved with the oversight of the wellness initiatives that occur at the county level, each designated contact must be an employee of the county. The CWC(s) will work directly with CEBCO and will be a primary source of information to the employees and spouses enrolled in the medical plan, as these members are eligible to complete the CEBCO Member Wellness Program. The Member Wellness Program that is offered in partnership with Interactive Health engages members in simple health related actions that improve health outcomes and help to steady claims costs. Please refer to Appendix 2 on page 5 for more information.

The CWC(s) will play a significant role in determining programming, identifying existing and local resources, communicating initiatives, motivating others, working with department heads and leadership to gain and maintain support, tracking data and information, all while demonstrating a genuine interest in health and wellbeing. Finally, the CWC(s) must attend the bi-annual CEBCO wellness meetings or designate another county representative to attend in their place.

If the CWC position(s) should become vacant, please notify CEBCO immediately. If there is an interim contact that can be used during the time the position is open, please inform CEBCO. It is important that a new contact be identified to fulfill this role as soon as reasonably possible.

Administrative and Program Funds

Administrative funds are intended to be used toward the salary of the individual(s) identified as a County Wellness Contact(s) (CWC). The county will receive a flat \$4,000 per grant year in administrative funds. The county may decide how to allocate these funds if there are two CWCs rather than one.

Program funds must be used for wellness-related events, activities, and initiatives provided to CEBCO enrolled employees and spouses. We acknowledge that some programs, such as educational sessions may inadvertently reach beyond CEBCO-covered members and impact individuals not enrolled in our medical plan. The intent, however, is to focus on positively impacting the lives of members on our medical plan. Program funds may also be used to cover any wellness training or meeting-related expenses for the CWC position(s).

Program grant funding available to the county will be determined on a per employee, per year (PEPY) basis. A census of the eligible employees from the last quarter of the year will be used to determine the program grant allocation for the upcoming calendar year.

1

CEBCO will provide half of the program funds in addition to the full amount of the administrative funds at the start of the calendar year, following a fully executed grant agreement. The remaining half of the program funds will be provided on a reimbursable basis. The first half of the program funds provided to the county must be expended and a financial form must be submitted documenting those expenses, before the county may request any portion of the second half.

The county has the option to use all or a portion of the administrative funds as program funds. If the county chooses to use the administrative funds toward salary, the county is not required to report on this expense; however, if the county uses any portion of the administrative funds for programming, documentation must be submitted to CEBCO verifying how the funds were used.

Additionally, it is up to the discretion of each participating county whether program funds will be used to supplement the salary of the CWC position(s). CEBCO asks that the total wages be limited to no more than twenty percent (20%) of the annual amount allotted for program funds.

The full amount of the administrative funds plus half of the program funds for the grant year will be provided in one check made out to the County Commissioners. The check will be mailed directly to the Commissioner's Office at the start of each calendar year. The grant cycle runs January to December, annually. Unused funds do not roll over from year to year.

Documentation Uses of Program Funds

The Wellness Grant Financial Form will need to be submitted along with documentation verifying each expense purchased with program funds. Acceptable documents include receipts, copies of checks, purchase orders and invoices. Once documentation is submitted to CEBCO, reimbursement, if needed, will be sent directly to the County Commissioner's Office within 60 days. A county may submit a Wellness Grant Financial Form multiple times per year or once at the end of the calendar year. The deadline to submit documentation for the 2020 grant year is Friday, December 11, 2020. Please note that CEBCO is unable to directly pay any vendor or private company and all checks will be made payable to the County Commissioners.

Mandatory Wellness Grant Requirements

County must offer each of the following during the calendar year, between January 1, 2020 and December 31, 2020:

1. A minimum of one onsite health screening event, giving eligible participants of the CEBCO Member Wellness Program a convenient opportunity to complete their health evaluation (biometric screening) for credit toward their point goal. The onsite screenings are facilitated by a team of Interactive Health phlebotomists. Scheduling is coordinated through CEBCO and requires assistance from the CWC(s).
2. A minimum of three onsite education sessions provided for medical plan enrolled employees and spouses. These education sessions must be 30-60 minutes each with a focus on any health or wellness topic.
3. Host a minimum of one onsite community lifestyle program OR promote a minimum of one offsite community lifestyle management program. A community lifestyle management program must focus on any one or combination of the following: nutrition, exercise, stress, sleep, tobacco use, financial or emotional wellbeing. The program must be at least three (3) thirty (30) minute sessions (a continued series) and may be provided in a group or one on one setting. Examples include diabetes management programs, Weight Watchers, tobacco cessation,

2

nutrition or financial courses, or any other program (series of 3 or more classes) that addresses one or more health conditions or lifestyle habits.

4. Host a minimum of one community event AND/OR promote a minimum of one community event. Community events include any organized walk, run, or bike event and sports leagues
5. Promote a minimum of one online health challenge offered by Interactive Health as part of the CEBCO Member Wellness Program.
6. Host or promote a minimum of one exercise/fitness program or course (3 or more classes). This may be onsite or offsite.
7. CWC(s) must attend a minimum of one bi-annual CEBCO Wellness Meeting, locally both. If the contact in the CWC position is not available, please designate another county representative to attend

At the end of the calendar year CEBCO will request documentation that each of these mandatory requirements were completed between January and December of 2020. The documentation is due on Friday, December 11, 2020.

Recommended Uses of Program Funds

The county may choose from the list provided in Appendix 1 (pages 4 & 5) for appropriate uses of program funds. If the county would like to spend funds in a manner not listed in the appendix, please contact a CEBCO Wellness Coordinator for written approval.

Restricted Uses of Program Funds

The following are uses that do not meet the goals of the grant and therefore are not allowable expenses:

- Giveaways that do not support individual wellness (this includes gift cards to fast food restaurants or any other food-related purchase [EXCEPT for purchasing healthy food options].
- Sponsoring individuals for marathons or specific events that not all members are able to do.
- Alcohol or drug testing (this includes tobacco testing).
- Any insurance covered benefits (i.e. flu shots, biometric screenings, doctor's visits, etc.).
- Any building maintenance or personnel training requirements to include purchasing AEDs or paying for safety/CE training such as CPR classes.
- Coverage for other benefits such as dental, vision, EAP, life, etc.
- Essential oils and health supplements.

Authorized Signatures

County Employee Benefits Consortium of Ohio

Signature: 

Printed Name: Harold M. Weston

Date: 12/12/19

County Commissioner or Designee

Signature: 

Printed Name: County Commissioner

Date: 12/10/19

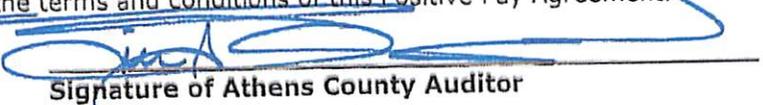
Both parties, upon signatures above, agree to the terms outlined within this grant agreement and acknowledge an understanding of the appendices provided on the subsequent pages.

3

other users who are not authorized signers on the account but who are listed on the Positive Pay User Access form to have the access specified on that form.

This authority is to remain in full force and effect until Hocking Valley Bank has received written notification from both parties of its termination in such time and manner as to afford Hocking Valley Bank a reasonable opportunity to act on it. The use of the service signifies that we have read and accepted all the terms and conditions of this Positive Pay Agreement.

Date: 12.20.2019

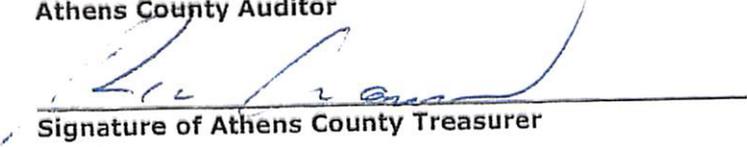
  
\_\_\_\_\_  
Signature of Athens County Auditor

Printed Name:

JILL THOMPSON  
\_\_\_\_\_  
Athens County Auditor

Date:

DEC 12 2019

  
\_\_\_\_\_  
Signature of Athens County Treasurer

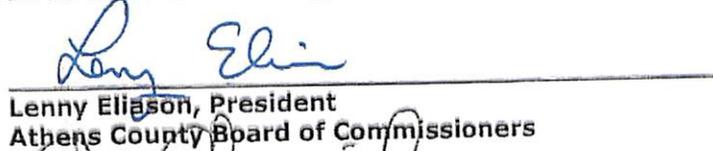
Printed Name:

Ric Wasserman  
\_\_\_\_\_  
Athens County Treasurer

The above parties are authorized to enter into this Agreement with Hocking Valley Bank.

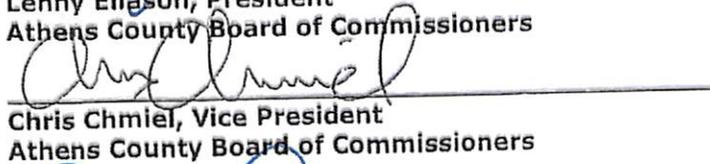
Date:

12/10/19

  
\_\_\_\_\_  
Lenny Elison, President  
Athens County Board of Commissioners

Date:

12-10-19

  
\_\_\_\_\_  
Chris Chmiel, Vice President  
Athens County Board of Commissioners

Date:

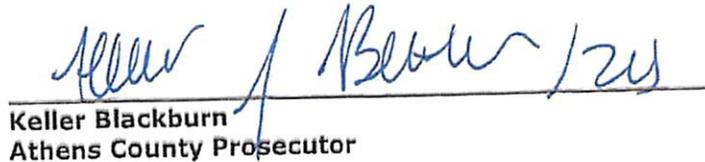
12 10 19

  
\_\_\_\_\_  
Charlie Adkins  
Athens County Board of Commissioners

Approved as to Form:

Date:

12/12/19

  
\_\_\_\_\_  
Keller Blackburn  
Athens County Prosecutor

Authorized by: \_\_\_\_\_

Date: \_\_\_\_\_

Hocking Valley Bank

Special Instructions (Bank use only):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATHENS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING | PY2019

**PUBLIC HEARING #2**

December 10, 2019 at 10:30 AM  
 Athens County Commissioners  
 15 South Court Street  
 Athens, OH 45701

*Sign-In Sheet*

NAME	ORGANIZATION	PHONE	EMAIL
Nate Simons	HAPCAP	740-767-4500	Nate.simons@hapcap.org
Sean Brooks	HAPCAP	"" ""	Sean.brooks@hapcap.org
Dawn McCarthy	Wayne National Forest	740-753-0802	dawn.mccarthy@usda.gov
Danny Twilley	Ohio University	419-709-7200	twilley@ohio.edu
Helen King	League of Women Voters	573-444-6158	hbking55@hotmail.com
Heather Wilford	Athens Mess	440-836-4175	
Charlie Adkins	Commissioner	592 3219	cadkins@athensohio.gov
Larry Elman	Athens County	740-542-2215	LElman@ATHENSOHIO.GOV
John Bank	" "	" "	John.Bank@athensohio.gov
John Rockhold	" "	" "	
Chris Christie	" "	" "	ccchristie@athensohio.gov
Chris Russell	Village of Chauncey	770 797-2703	Chris.russell@villageofchauncey.com

**AGENDA FOR PUBLIC HEARING #2**

**Introductions**

- Please remember to sign our sign in sheet. Thank you.

This is the second public hearing for Athens County's FY 2019 Community Development Block Grant (CDBG) Programs. The purpose of this hearing is to provide the public an opportunity to review and comment on the County's application and proposed activities.

- 1) Critical Infrastructure Program – up to \$500,000

**\*\*Eligible Activities**

Eligible activities include constructing, reconstructing or rehabilitating infrastructure components. Eligible infrastructure components include streets and bridges; sidewalks; flood and drainage; water and sanitary sewer and fire protection or community facilities. Single component, critically needed, high impact infrastructure improvements

Athens County intends to apply to the Ohio Development Services Agency for funding under the CDBG Critical Infrastructure Program, a federally-funded program administered by the state. Athens County is eligible to apply for up to \$500,000.00 of Fiscal Year 2019 CDBG Program funding, provided the county meets applicable program requirements.

The county conducted its first public hearing to inform citizens about the CDBG program, how it may be used, what activities are eligible, and other important program requirements on November 26<sup>th</sup>, 2019 at 10:30am.

The following activities are under consideration for inclusion in the County's Critical Infrastructure application based on citizen input and local officials' assessments of needs:

**2019 CDBG Proposed Activities:**

- Village of Chauncey – Sewer Facility Improvements:
- Total Project Costs Estimated at \$438,900-CDBG Critical Infrastructure Funds
- Requested: \$395,000.00, Includes \$30,000 for Administration;
- Village of Chauncey: \$43,900.
- National Objective: Area Wide LMI Benefit

**Questions? / Comments?**