

**THE BOARD OF ATHENS COUNTY COMMISSIONERS**, met in regular session, with Lenny Eliason absent, Charlie Adkins, present and Chris Chmiel presiding.

#### AGENDA

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

#### ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS Meeting Agenda for June 11, 2019 - Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes from May 28<sup>th</sup>, 2019

Approve Appropriations, Transfers, New Line Items Requests/Changes

ACCS - CDJFS via Federal TANF Kinship Caregiver Program

Receipts 421.2421.412566 TANF Kinship Caregiver Program

Expenditures 421.1430.530146 TANF Kinship Caregiver Program

Approve Bills

09:30 Wayne National Forest - Rachel Neuenfeldt and Lori Swiderski

09:45 DJFS - Jean Demosky

10:00 Bid Opening - Engineer - ATH-CR57/75-0.93/5.29

10:15 ACCS Cathy Hill - 2018 Annual Report

10:30 Hocking Valley Community Residential Center

11:00 Sheriff Smith - Vehicle Purchase

#### ~ AGENDA ITEMS

Amended Certificate

G&H Diversified Properties Annexation

My Sister's Place - Acknowledge Receipt of Annual Report

DJFS Surplus equipment

Dollar General building

Lavelle - US50 Sewer Proj. - Loan Request No. 5

OPWC Disbursement Request #3 ATH33Paving CR16V/CR17V

754 Chestnut Street Demolition Project

2020 Census Complete Count Committee

US50 Sanitary Sewer System Improv. Bond Anticipation Note

Common Pleas Court - Surplus Chairs

AECOM Norfolk Southern

#### ~TRAVEL

Auditor

Ben Abfall, Scott Dunfee - GIS Managers Workshop - June 5 - Columbus, Ohio

911

Stacy Stalder, Joseph Taylor, Kacey Cruse - Pursuit Training - June 20, 2019 - London, Ohio

~ Recess Meeting (until 8:30 Wednesday June 12<sup>th</sup>)

#### ~ADJOURNMENT

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

#### MINUTES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from May 28, 2019.

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

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

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: June 11, 2019 - Budget Transfers and Amendments.

Copies on file in Commissioner's Office.

(Copied to page 349).

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

#### BILLS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 6/4/2019 To: 6/11/2019 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, absent; Mr. Adkins, yea; Mr. Chmiel, yea.

**WAYNE NATIONAL FOREST - RACHEL NEUENFELDT AND LORI SWIDERSKI**

Rachel and Lori were present to introduce themselves and discuss the new multi year forest plan revision process. (Agenda/ info below: June 24<sup>th</sup> draft assessment released on June 24<sup>th</sup>, after which there will be a 47 day comment period. A series of public hearings will be held with the first one on August 1 at 7:00 p.m. at ODNR.

Athens County Commissioners Meeting- Tuesday June 11, 2019 9:30AM

- Introductions
    - o Who are we?
    - o Who is on the team?
    - o What to expect
      - This is meant as an introduction to the forest planning process, but is not meant to be comprehensive. If you have questions either during or after our discussion today we are happy to provide more information or more time for discussion.
    - Brief Forest Service Background
      - o Mission- To sustain the healthy, diversity, and productivity of the 154 National Forests and 20 Grasslands to meet the needs of present and future generations
      - o Motto- Caring for the land and serving the people
      - o Very western-centric agency, but forests in the east have unique challenges especially when it comes to management and planning
    - Smaller forests with fragmented land ownership
    - This is especially true on the Wayne with only 29% federal ownership within the proclamation boundary
    - Overview of the Land Management Planning Process
      - o Why are we here?
        - Currently revising our Forest Plan- these plans provide big picture guidance for the management of national forests. They do not specify exactly where projects or other work will occur, but they provide a framework for us to work within when managing the forest for the next 15-20 years. Our current plan was put in place in 2006, and our goal is to complete this plan revision by 2021.
        - This process is guided by the National Forest Management Act of 1976 and further refined by the 2012 Planning Rule. These authorities lay out the process that the Forest Service should follow when revising forest plans. A large focus of this process is collaboration and coordination with both the public and other government entities. We want to share this information with all of you to give you the opportunity to be involved, but also to provide you with resources if people come to you with questions about the process.
      - o Forest Plan Revision Process- Three Phases
        - Assessment, Plan Development, Implementation & Monitoring
        - Currently in the Assessment phase - working with Forest Service Specialists, partners in academia, industry, and non-profits, and the public to collect data and information on changed conditions since the 2006 plan was released to compile and produce a Need For Change document. We are not rewriting our whole plan, so we really want to hone in on what has changed in the last 13 years.
        - We are planning to release a draft version of this Assessment in late June.
        - The Plan Development phase is expected to start next fall after the release of the Final Assessment and Need for Change. Following this phase is an environmental analysis to assess the impacts of the proposed plan before it is implemented.
      - How can you be involved?
        - o Depending on your interest, time, and desire there are many ways to be involved in the forest planning process.
        - We can provide updates on the process- we can provide information to you on the work we've been doing, etc.- could be through our monthly public update calls
        - You can read the draft Assessment when it is released in June and provide any comments you think are relevant especially about things that we missed in the current version
        - You can be involved in one of our working groups:..... we have a working group that is focused on the Marietta Unit of the Wayne and many other topicspecific groups
        - We can communicate on county-level plans and goals to see where there is room for more discussions and closer alignment with the Forest Plan
      - What's next?
        - o We wanted this to be a quick overview and the start of a discussion- we are hoping that this was helpful information for you as to the work we are doing.
        - o We have printed some copies of the Forest Service Guide for State, Local, and Tribal Governments, as well as the Citizen's Guide to Forest Planning so you have some information to refer back to if you have any follow up questions or if any constituents have questions.
- Contact Information  
 Rachel Neuenfeldt- Partnerships and Community Engagement (Forest Plan Revision)  
 Email: rachel.neuenfeldt@usda.gov  
 Phone: 267-788-2563  
 Forest Plan Revision Team  
 Email: wayneplanrevision@fs.fed.us  
 Phone: 740-753-0555

**WAYNE NATIONAL FOREST**  
As of September 30, 2018

**Acreage by County**

County	Gross Area*	Total AreaA	Forest Service Acquired Land	Percent of County	Acquired/ Transferred
Athens	81,213	325,507	18,821	(6%)	0
Gallia	106,017	301,556	18,470	(6%)	0
Hocking	59,174	270,918	26,001	(10%)	0
Jackson	7,440	269,656	1,643	(1%)	0
Lawrence	157,766	292,340	75,331	(26%)	0
Monroe	142,854	292,459	24,660	(8%)	0
Morgan	7,637	269,663	3,369	(1%)	0
Noble	5,531	258,658	716	(< .3%)	0
Perry	79,798	264,062	22,393	(8%)	2
Scioto	32,438	394,764	11,669	(3%)	0
Vinton	27,239	265,612	1,901	(1%)	0
Washington	126,883	409,271	39,291	(10%)	0
<b>Total Acreages</b>	<b>833,990</b>	<b>3,614,466</b>	<b>244,265</b>	<b>(7%)</b>	<b>2</b>

Current acreage: 244,265

Ironton District-107,113 Athens Unit - 72,485 Marietta Unit- 64,667

\*Gross area denotes the acreage within the National Forest System (NFS) boundary of said county.

\*Total area denotes the entire area of the county, both inside and outside the NFS boundary. #Percent of county is based on the total area of the county. Beginning with 2013, the official acreage data for Forest Service national Lands reporting will be derived from the electronic Land Status Record System (eLSRS) geodatabase. The eLSRS contains geographically accurate areas, or features, that represent the current land status of all Forest Service administered lands. All features are based on legal descriptions and surveys. Standard Geographic Information Systems (GIS) processing operations are applied to eLSRS feature boundaries to mathematically derive the NFS land acreages. While every effort has been made to ensure that acreages derived from the eLSRS are accurate, complete, and current; virtually all reported acreage values will be different than acres previously reported. The majority of these acreage differences are less than  $\pm 2$  percent. In cases where differences in reported acreages are greater than 2 percent a thorough review has been conducted to ensure that the eLSRS values are as accurate as possible (Smith, Gregory C. 2013. Letter dated December 20, 2013 (5590) to Regional Foresters, Forest Supervisors, regarding the Land Status Record System).

**DJFS - DIR. JEAN DEMOSKY AGENDA / CONTRACTS**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Subgrant Agreement Amendment #2 as follows:

Board of Athens County Commissioners  
Subgrant Agreement  
Amendment # 2

This Second Amendment to the Subgrant Agreement made and entered into on the 27th day of June, 2017, is made and entered into on the 11<sup>th</sup> day of June, 2019 between Athens County Commissioners (hereinafter referred to as "BOARD") Athens County Department of Job and Family Services (hereafter referred to as "SUBGRANTEE").


WHEREAS, the parties seek to amend ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT Paragraph A. This Subgrant Agreement is made pursuant to a grant award by the Ohio Department of Job and Family Services (ODJFS) and is not for research and development purposes. The grant award is under the authority of the Ohio Department of Job and Family Services, award program year 2019/2020 and Federal fiscal year 2020, awarded by the Department of Health and Human Resources.

**ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT**

A. This Subgrant Agreement will be in effect from July 1, 2017 through June 30, 2020 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date. In accordance with applicable federal, state and local laws and regulations.

All Other terms and agreements of the original Subgrant Agreement remain in-place and unchanged. By signing this Subgrant Agreement Amendment, the SUBGRANTEE acknowledges, certifies and agrees to the

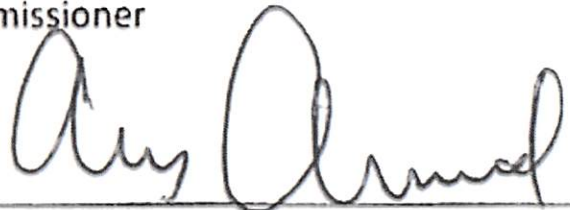
requirements in providing services as detailed in the Subgrant Agreement.  
Athens County Department of Job and Family Services

  
Jean Demosky, Executive Director

6/11/19  
Date

Athens County Commissioners


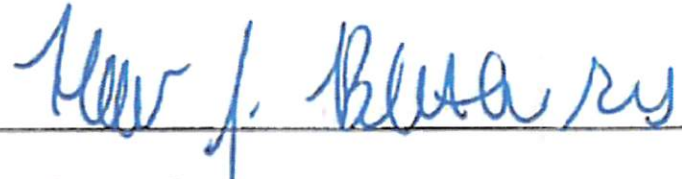
ABSENT

Commissioner  


Date  
6-11-19

Commissioner  


Date  
6 11 19

Commissioner  
  
  
Approved as to form:  
  
Athens County Prosecutor

Date  
6/7/19  
Date

**DJFS Dir. Jean Demosky recommended the following NET Contract Amendments for approval:**

**DJFS - COAD / RSVP CONTRACT AMENDMENT #1**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the ACDJFS Amendment #1 to the Contract Agreement entered into on the 3<sup>rd</sup> day of July, 2018, between the ACDJFS and the Corporation for Ohio Appalachian Development (COAD) as the sponsor of Retired Seniors Volunteer Program (RSVP). Non-Emergency Transportation Services for Medicaid eligible individuals. Amendment #1 to Increase the Value of the Contract and Increase the Contract Period

**CONTRACT PERIOD:** This CONTRACT shall be effective beginning on 07/01/2018 to and including 06/30/2020 unless otherwise terminated. Upon mutual agreement, this CONTRACT may be extended for up to one additional one-year period.

**CONTRACT PRICE:** ACDJFS shall pay to CONTRACTOR the sum on the monthly Title XIX Medicaid Transportation Report for services rendered by CONTRACTOR pursuant to Article 2 of this Contract, subject to the terms and conditions specified elsewhere in this Contract. The maximum amount payable under this Contract will be Nine Hundred Ten Thousand Forty-Nine and Ten one-hundredth dollars (\$910,049.10). Copy on file in Commissioners Office. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, absent; Adkins, yea; Mr. Chmiel, yea.

**DJFS - CONTRACT AMENDMENT w/ FASTTIME**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Contract Amendment #1 between ACDJFS and Ontime Transportation Inc., DBA Fasttime Transportation. Amendment will Decrease the Value of the Contract and Increase the Contract Period. Non-Emergency Transportation Services for Medicaid eligible individuals.

**CONTRACT PERIOD:** This CONTRACT shall be effective beginning on 07/01/2018 to and including 06/30/2020 unless otherwise terminated. Upon mutual agreement, this CONTRACT may be extended for up to one additional one-year period.

**CONTRACT PRICE:** ACDJFS shall pay to CONTRACTOR the sum on the monthly Title XIX Medicaid Transportation Report for services rendered by CONTRACTOR pursuant to Article 2 of this Contract, subject to the terms and conditions specified elsewhere in this Contract. The maximum amount payable under this Contract will be Two Hundred Twenty-Four Thousand Thirty and Sixty-One one-hundredth dollars (\$224,030.61). Copy on file in Commissioners Office.

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

**DJFS - CONTRACT AMENDMENT#1 w/ GREEN CAB**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Contract Amendment #1 with 59 Green Ltd. DBA Green Cab, to Increase the Value of the Contract and Increase the Contract Period. Non-Emergency Transportation Services for Medicaid eligible individuals.

**CONTRACT PERIOD:** This CONTRACT shall be effective beginning on 07/01/2018 to and now amended to include 06/30/2020 unless otherwise terminated. Upon mutual agreement, this CONTRACT may be extended for up to one additional one-year period.

**CONTRACT PRICE:** ACDJFS shall pay to CONTRACTOR the sum on the monthly Title XIX Medicaid Transportation Report for services rendered by CONTRACTOR pursuant to Article 2 of this Contract, subject to the terms and conditions specified elsewhere in this Contract. The maximum amount payable under this Contract will be Six Hundred Forty-Eight Thousand Seven Hundred Ninety-Seven and Twenty-Seven onehundredth dollars (\$648,797.27). Copy on file in Commissioners Office.

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

**DJFS - CONTRACT AMENDMENT #1 W/HEALTH RECOVERY SERVICES, INC.**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Contract Amendment #1 w/Health Recovery Services, Inc. to Increase the Value of the Contract and Increase the Contract Period. Non-Emergency Transportation Services for Medicaid eligible individuals.

**CONTRACT PERIOD:** This CONTRACT shall be effective beginning on 07/01/2018 to and now amended to include 06/30/2020 unless otherwise terminated. Upon mutual agreement, this CONTRACT may be extended for up to one additional one-year period.

**CONTRACT PRICE:** ACDJFS shall pay to CONTRACTOR the sum on the monthly Title XIX Medicaid Transportation Report for services rendered by CONTRACTOR pursuant to Article 2 of this Contract, subject to the terms and conditions specified elsewhere in this Contract. The maximum amount payable under this Contract will be Two Hundred Twenty-Seven Thousand Seven Hundred Ninety-Eight and Seventy-Five onehundredth dollars (\$227,798.75). Copy on file in Commissioners Office.

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

**DJFS - CONTRACT AMENDMENT #1 W/ HOPEWELL HEALTH CENTERS, INC.**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the following Contract Amendment with Hopewell to Increase the Value of the Contract and Increase the Contract Period for Non-Emergency Transportation Services for Medicaid eligible individuals.

**CONTRACT PERIOD:** This CONTRACT shall be effective beginning on 07/01/2018 to and now amended to include 06/30/2020 unless otherwise terminated. Upon mutual agreement, this CONTRACT may be extended for up to one additional one-year period.

**CONTRACT PRICE:** ACDJFS shall pay to CONTRACTOR the sum on the monthly Title XIX Medicaid Transportation Report for services rendered by CONTRACTOR pursuant to Article 2 of this Contract, subject to the terms and conditions specified elsewhere in this Contract. The maximum amount payable under this Contract will be Nine Hundred Twenty-Nine Thousand Eighty-Five and No one-hundredth dollars (\$929,085.00). Copy on file in Commissioners Office.

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

**BID OPENING - ENGINEER ATHCR57/75-0.93/5.29 - 10:00 A.M. - Engineer's Estimate: \$466,955.00**

The following Bids were received and opened by County Engineer Jeff Maiden

Alan Stone Co., Inc.	\$247,481.00
George J. Igel & Co., Inc.	\$271,704.00
Shelly & Sands, Inc.	\$366,051.00

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to acknowledge receipt of the above mentioned bids.

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

**ATHCR57/75-0.93/5.29 - AUTHORIZE ENGINEER TO AWARD UPON REVIEW**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel authorizing County Engineer Jeff Maiden to Award the above project, pending his review, and follow through with all necessary paperwork and signatures related to the project. (Adv. & Bid Tab copied to page 350).

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

**ACCS - 2018 ANNUAL REPORT PRESENTATION**

Executive Director, Catherine Hill was present to present the Athens County Children Services 2018 Annual Report. Report on File in the Commissioners Office.

**HOCKING VALLEY COMMUNITY RESIDENTIAL CENTER -**

Chasity Cordle, Business Mgr. from Hocking Valley Community Residential Center, approached the Commissioners regarding transferring from Hocking County to Athens County as a fiscal agent.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to allow Clerk JoAnn Rockhold to research and bring this proposal back to the Board.

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

**SHERIFF RODNEY SMITH - VEHICLE PURCHASE**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel authorizing the Sheriff to purchase a 2011 Grand Cherokee 4WD, \$12,765.00. to be paid for from the Sheriff FOJ Fund.

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

**CHAD KISTER** - Wanted to discuss various items, including some personal medical issues. He is currently obtaining signatures for a petition he is circulating.

**AMENDED CERTIFICATE**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel acknowledging receipt of the Amended Certificate, dated June 11, 2019, prepared by Jill Thompson, Athens County Auditor.

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

**G&H DIVERSIFIED PROPERTIES ANNEXATION**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the following G&H Diversified Properties Annexation:

PROPERTY OWNER	DEED REFERENCE	PARCEL ID#	ACREAGE
1. G&H Diversified Properties, LLC	Vol. 332, Pg. 2691 OR	HOI0010054100	1.4873
2. G&H Diversified Properties, LLC	Vol. 553, Pg. 69 OR	H010010054103	0.156

Situated in the County of Athens in the State of Ohio and in the Township of Lee:  
Situated in Sec. 3, T.5, R.15, Lee Township, Athens County, Ohio and being more particularly described as follows:

Commencing at a point in the center of Meadowbrook Road (Co. Road 70) at the Northwest corner of Lease Lot No. 3, on the West line of Alexander Township; thence along the centerline of said road N 84° 30' W 1166.05 feet by deed; thence N 2° 44' E 20.00 feet by deed to an iron pin set on the Southwest corner of a 0.18 acre tract as described in Vol. 347, Pg. 501, Athens County Deed Records, said point being the point of beginning of the tract herein described; thence N 86° 00' 40" 340.43 feet to an iron pin set 183.46 feet right of US 50 centerline station 233 +65.29; thence N 62° 12' SS" W 75.59 feet to an iron pin set 105.00 feet right of US 50 centerline station 233 + 70; thence along the right of way N 30° 31' 02" E 90.04 feet to an iron pin set; thence leaving the right of way S 64° 49' 25" E 79.38 feet to an iron pin set; thence N 27° 49' 56" E 127.86 feet to an iron pin set; thence S 86° 00' 40" E 236.73 feet to an iron pin set; thence S 01° 13' 13" W 200.76 feet to the point of beginning, and containing some 1.4873 acres.

The same being surveyed by Gregory K. Wright, R.S. S-6535, March 1990.

Said tracts being conveyed subject to real property taxes not presently due and payable, legal highways, and other encumbrances, covenants, conditions, easements and restrictions of record, and lawful zoning laws and regulations; the same being conveyed together with all rights, appurtenances and hereditaments of the property not excepted herein. Prior Instrument Reference: Official Records Volume 225, Page 945, Athens County Recorder's Office.

Permanent Parcel #H01-00100541-00

Property address: 28320 Old State Route 346, Albany, Ohio, 45710



Description of a 0.156 Acre Tract

Situated in Section 3, T-10, R-15, Lee Township, Athens County, State of Ohio and being a part of a tract described in Volume 216, Page 138 of the Deed Records of Athens County and being more particularly described as follows: BEGINNING at a P.K. Nail set in the center of Meadowbrook Road (CR-70), that bears North 84°30'00"West, 1166.00 feet from the Northwest corner of Lease Lot 3, THENCE along the center of said road North 84°30'00"West, 340.43 feet to a P. K. Nail set.

THENCE North 2°43'54"East, 20.00 feet to an iron pin found, THENCE along the line of G and H Diversified Properties, LLC, South 84°30'00"East, 340.43 feet to an iron pin found, THENCE South 2°43'54"West, 20.00 feet to the point of beginning and containing 0.156 acres.

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

**MY SISTER'S PLACE - ANNUAL REPORT PRESENTATION**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to acknowledge receipt of the 2017 Federal 990 Form and a copy of the My Sister's Place Annual Audit for Fiscal Year 2017-18.

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

**DJFS SURPLUS APPROVED**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the DJFS Surplus equipment request. Approved for donation / recycling:

ASSET TAG# DESCRIPTION CONDITION LOCATION STATE TAG

6691 Windows 7 Desktop working IT OFFICE  
 6687 Windows 7 Desktop working IT OFFICE  
 6688 Windows 7 Desktop working IT OFFICE  
 6692 Windows 7 Desktop working IT OFFICE  
 6693 Windows 7 Desktop working IT OFFICE  
 6694 Windows 7 Desktop working IT OFFICE  
 6686 Windows 7 Desktop working IT OFFICE  
 6690 Windows 7 Desktop working IT OFFICE  
 NO TAG Asus Monitor IT OFFICE  
 NO TAG Asus Monitor IT OFFICE  
 NO TAG Asus Monitor IT OFFICE  
 NO TAG HP Monitor recycle IT OFFICE  
 6649 Canon copier DADF-M1 recycle UNDER STAIRS  
 6695 Windows 7 Desktop recycle IT OFFICE  
 NO TAG Canon FAX/COPIER MF4350D recycle IT OFFICE  
 NO TAG USB Keyboard X 25 working IT OFFICE  
 NO TAG PS2 Keyboard X 15 recycle IT OFFICE  
 NO TAG ACER Monitor recycle IT OFFICE  
 NO TAG USB MICE X 25 working IT OFFICE  
 NO TAG PS2 MICE X 10 recycle IT OFFICE  
 NO TAG DELL monitor recycle NETWORK RM  
 NO TAG HP Monitor X 3 recycle NETWORK RM  
 NO TAG Asus Monitor NETWORK RM  
 6618 HP XP Desktop- State PC recycle NETWORK RM JFS336741  
 NO TAG HP XP Desktop- State PC recycle NETWORK RM JFS336818  
 6684 Windows 7 Desktop recycle NETWORK RM  
 4890 OKI Network Printer recycle NETWORK RM

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

**DOLLAR GENERAL BUILDING- GLOUSTER**

Discussion - Commissioner Adkins and Chmiel stated they would like plan on moving ahead with the Records Center move to the Building . Commissioner Adkins will check on some maintenance issues and roof repair. Commissioner Chmiel will see about any possible utility incentives.

**US50 SEWER PROJECT - LAVELLE LOAN REQUEST No. 5**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Local Loan Request No. 5, from Frank Lavelle, for the US50 Sewer Project. Payable to Lavelle Law Offices Trust Account, for Singer Appraisers. Amount: \$50,517.73.

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

**OPWC DISBURSEMENT REQUEST #3 - ATH33PAVING - CR16V/CR17V**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Ohio Public Works Commission Disbursement Request #3 - Project: ATH33PAVING CR16V/CR17V - Paid to Nuko Paving - Amount: \$86,581.45. (Copied to page 351 ).

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

**754 CHESTNUT STREET DEMOLITION PROJECT / HAPCAP Bid Project Out**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Bid form from Revived Outreach, Tony Skaggs, for demolition of 754 Chestnut Street property in Nelsonville. In the amount of \$16,840.00, from Senior Levy Funds

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

**2020 CENSUS COMPLETE COUNT COMMITTEE**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the formation of the 2020 Census Complete Count Committee and declare Commissioner Chris Chmiel as chair/ point person, to participate with community already involved.

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

**TRAVEL**

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

Auditor

Ben Abfall, Scott Dunfee - GIS Managers Workshop - June 5 - Columbus, Ohio

911

Stacy Stalder, Joseph Taylor, Kacey Cruse - Pursuit Training - June 20, 2019 - London, Ohio

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

**RECESS MEETING**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to recess the Meeting until Wednesday, June 12<sup>th</sup> at 8:30 a.m.

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

**MEETING RECONVENED - JUNE 12<sup>TH</sup> AT 8:30 A.M.**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to reconvene the meeting at 8:30 a.m. on June 12<sup>th</sup>.

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

**SUSPEND RULES / ADD TO AGENDA**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to suspend the rules and declare an emergency and add the following to the agenda:

Sanitary Sewer System Improvement Bond Anticipation Note (\$250,000.00)

Surplus - Common Pleas Court

AECOM - Norfolk Southern

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

**COMMON PLEAS COURT SURPLUS**

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

Twenty-One (21) Chairs (over 10 plus years old) a couple to be redistributed / the rest to be destroyed.

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

**US50 SANITARY SEWER SYSTEM IMPROVEMENT BOND ANTICIPATION NOTES, SERIES 2019**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the enter into the Sanitary Sewer System Improvement Bond

Anticipation Note, Series 2019, with Hocking Valley Bank, in the amount of \$250,000.00, for the US50 Sewer Project. (Copied to pg. 352-354).

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

**US50 SEWER PROJECT / AECOM - NORFOLK SOUTHERN**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Norfolk Southern Activity No. 1271871 for the proposed installation of an underground crossing a 12 inch PVC sewer pipeline in a 24 inch steel casing pipe, pending review by the Pro. Atty. Office.

A one time fee of \$21,300.00 to cover the risk financing fee.

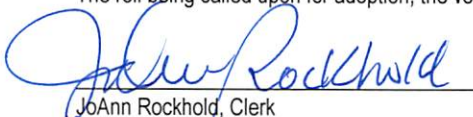
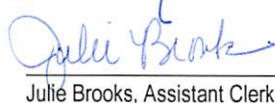
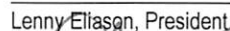
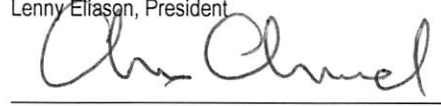
(Copied to pages ).

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

**ADJOURN**

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

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

  
JoAnn Rockhold, Clerk  
Julie Brooks, Assistant Clerk**ABSENT**  
Lenny Eliason, President  
Chris Chmiel, Vice-President  
Charlie Adkins





# ADVERTISEMENT FOR BIDS

Sealed bids for the ATH-CR57-0.93/5.29 LANDSLIDE REPAIRS will be received by the Board of County Commissioners of Athens County, Ohio, at their office, 15 S. Court Street, Athens Ohio 45701 until 10:00 a.m., Preceding Local Time on the 11<sup>th</sup> day of June, 2019 and at that time and place will be publicly opened and read aloud. All bids will be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of a drilled pier wall at CR57-0.93, a drilled pier wall at CR75-5.29, and other miscellaneous items associated with the construction of the ATH-CR57-0.93/5.29 LANDSLIDE REPAIRS. The Engineer's Estimate of Construction Cost for this project is \$ 466,955.00.

Copies of the Construction Plans, Bidding Forms, and Specifications on the Unit Price Contract may be purchased for \$30.00 from the Office of the Athens County Engineer, 16000 Cananville Rd., Athens, Ohio 45701, during regular business hours (7:00 a.m. to 3:30 p.m. Monday through Friday).

Legal notice and bid documents are also posted on the internet at [www.athenscountyengineer.org](http://www.athenscountyengineer.org) under the "Bids/RFPs" heading.

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

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experience on projects of similar size and complexity. The owner intends and requires that this project be completed no later than October 11, 2019.

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

Bidders must comply with the prevailing wage rates on Public Improvements in Athens County as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614-644-2239.

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

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

Advertising dates: 5/26/19, 6/2/19

Athens County Engineer ATH-CR57/76-0.93/5.29 Landslide Repairs Project Bid Tabulation - 6/11/2019					Engineer's Estimate		Alan Stone Co., Inc.		George J Igel & Co., Inc.		Shelly & Sands, Inc.	
REF NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
PART 1 - CR75-5.29												
1	201	CLEARING AND GRUBBING	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,150.00	\$ 3,150.00
2	202	PAVEMENT REMOVED	44	SY	\$ 20.00	\$ 880.00	\$ 44.00	\$ 1,936.00	\$ 29.00	\$ 1,270.00	\$ 24.00	\$ 1,056.00
3	203	EMBANKMENT	43	CY	\$ 20.00	\$ 860.00	\$ 14.00	\$ 602.00	\$ 80.00	\$ 2,160.00	\$ 23.00	\$ 946.00
4	254	SUBGRADE COMPACTION	44	SY	\$ 10.00	\$ 440.00	\$ 10.00	\$ 440.00	\$ 6.00	\$ 264.00	\$ 24.00	\$ 1,056.00
5	304	AGGREGATE BASE	13	CY	\$ 80.00	\$ 1,040.00	\$ 120.00	\$ 1,560.00	\$ 25.00	\$ 1,235.00	\$ 125.00	\$ 1,625.00
6	422	DOUBLE CHIP SEAL	277	SY	\$ 30.00	\$ 8,310.00	\$ 4.00	\$ 1,108.00	\$ 25.00	\$ 6,925.00	\$ 34.00	\$ 9,418.00
7	507	STEEL PILES, M 30, SOLDIER PILE HP10x42	725	FT	\$ 40.00	\$ 29,000.00	\$ 24.00	\$ 17,400.00	\$ 40.00	\$ 29,000.00	\$ 25.00	\$ 18,125.00
8	524	DRILLED SHAFTS, 30" DIAMETER, PILE PILES, AS PER PLAN	345	FT	\$ 95.00	\$ 32,775.00	\$ 61.00	\$ 21,045.00	\$ 70.00	\$ 24,150.00	\$ 80.00	\$ 27,600.00
9	524	DRILLED SHAFTS, 24" DIAMETER, KING PILES, AS PER PLAN	726	FT	\$ 135.00	\$ 97,875.00	\$ 62.00	\$ 37,760.00	\$ 58.00	\$ 42,050.00	\$ 65.00	\$ 61,620.00
10	601	ROCK CHANNEL PROTECTION, TYPE C	4	CY	\$ 50.00	\$ 200.00	\$ 350.00	\$ 1,400.00	\$ 215.00	\$ 860.00	\$ 225.00	\$ 900.00
11	617	COMPACTED AGGREGATE, AS PER PLAN	7	CY	\$ 100.00	\$ 700.00	\$ 300.00	\$ 2,100.00	\$ 130.00	\$ 910.00	\$ 185.00	\$ 1,295.00
12	659	SEEDING AND MULCHING	236	SY	\$ 10.00	\$ 2,360.00	\$ 5.00	\$ 1,180.00	\$ 4.25	\$ 1,003.00	\$ 9.50	\$ 2,242.00
13	614	MAINTAINING TRAFFIC	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,900.00	\$ 3,900.00
14	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
15	624	MOBILIZATION	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
16	103	PREMIUM FOR PERFORMANCE BOND AND FOR PAYMENT BOND	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,110.00	\$ 2,110.00
TOTAL PART 1 - CR75-5.29 =						\$ 202,510.00		\$ 101,901.00		\$ 129,323.00		\$ 152,145.00
PART 2 - CR57-0.93												
17	201	CLEARING AND GRUBBING	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,150.00	\$ 3,150.00
18	202	PAVEMENT REMOVED	21	SY	\$ 20.00	\$ 420.00	\$ 150.00	\$ 3,150.00	\$ 31.00	\$ 651.00	\$ 24.00	\$ 504.00
19	203	EMBANKMENT	76	CY	\$ 20.00	\$ 1,520.00	\$ 15.00	\$ 1,140.00	\$ 35.00	\$ 2,660.00	\$ 27.00	\$ 2,052.00
20	254	SUBGRADE COMPACTION	21	SY	\$ 10.00	\$ 210.00	\$ 20.00	\$ 420.00	\$ 13.00	\$ 273.00	\$ 24.00	\$ 504.00
21	304	AGGREGATE BASE	7	CY	\$ 80.00	\$ 560.00	\$ 230.00	\$ 1,810.00	\$ 135.00	\$ 945.00	\$ 125.00	\$ 875.00
22	507	STEEL PILES, M 30, SOLDIER PILE HP10x42	1075	FT	\$ 40.00	\$ 43,000.00	\$ 25.00	\$ 26,875.00	\$ 37.00	\$ 39,775.00	\$ 25.00	\$ 26,875.00
23	524	DRILLED SHAFTS, 30" DIAMETER, PILE PILES, AS PER PLAN	529	FT	\$ 95.00	\$ 50,255.00	\$ 61.00	\$ 32,379.00	\$ 54.00	\$ 28,108.00	\$ 65.00	\$ 34,415.00
24	524	DRILLED SHAFTS, 24" DIAMETER, KING PILES, AS PER PLAN	982	FT	\$ 135.00	\$ 132,570.00	\$ 61.00	\$ 59,902.00	\$ 53.00	\$ 52,046.00	\$ 110.00	\$ 108,020.00
25	617	COMPACTED AGGREGATE, AS PER PLAN	9	CY	\$ 100.00	\$ 900.00	\$ 300.00	\$ 2,700.00	\$ 130.00	\$ 1,170.00	\$ 150.00	\$ 1,350.00
26	659	SEEDING AND MULCHING	551	SY	\$ 10.00	\$ 5,510.00	\$ 4.00	\$ 2,204.00	\$ 9.00	\$ 2,754.00	\$ 3.00	\$ 1,653.00
27	614	MAINTAINING TRAFFIC	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,900.00	\$ 3,900.00
28	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
29	624	MOBILIZATION	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
30	103	PREMIUM FOR PERFORMANCE BOND AND FOR PAYMENT BOND	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,105.00	\$ 2,105.00
TOTAL PART 2 - CR57-0.93 =						\$ 254,235.00		\$ 145,560.00		\$ 145,391.00		\$ 213,502.00
PROJECT TOTAL =						\$ 456,745.00		\$ 247,461.00		\$ 274,714.00		\$ 365,647.00



Statement requesting the disbursement of funds from the OPWC pursuant to Section 6 of the Project Agreement executed between the Director of the Ohio Public Works Commission ("Director") and Athens County (001-000001) Athens County (the "Recipient"), dated July 1, 2018, for the sale and express purpose of financing the capital improvement project fees and described in Appendix A of the Agreement (the "Project") and named as numbered as n-CR33A-0.00 Paving, CR16WCR17V

EXPENDITURES PROGRESS:	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
A) Project Engineering Costs				
1 Preliminary Engineering	\$0	\$ 0.00	\$	\$ 0.00
2 Final Design	\$0	\$ 0.00	\$	\$ 0.00
3 Construction Administration	\$53,202	\$ 0.00	\$	\$ 0.00
B) Right-of-Way	\$0	\$ 0.00	\$	\$ 0.00
C) Construction Costs	\$1,773,398	\$ 841,571.80	\$ 432,807.23	\$ 1,374,479.03
D) Materials Purchased Directly	\$0	\$ 0.00	\$	\$ 0.00
E) Permits, Advertising, Legal	\$0	\$ 0.00	\$	\$ 0.00
F) Construction Contingencies	\$0	\$ 0.00	\$	\$ 0.00
G) Totals	\$1,826,600	\$ 841,571.80	\$ 432,807.23	\$ 1,374,479.03

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	\$550,400	\$ 189,314.36	\$ 66,881.48	\$ 274,895.81
I) Local Share				
1 In-kind Contributions	\$0	\$ 0.00	\$	\$ 0.00
2 Public Revenues	\$100,000	\$ 0.00	\$	\$ 0.00
3 Private Revenues	\$0	\$ 0.00	\$	\$ 0.00
J) Other Public Revenues				
1 ODOT/FHWA	\$1,187,200	\$ 753,257.44	\$ 346,325.78	\$ 1,099,583.22
2 OEPA	\$0	\$ 0.00	\$	\$ 0.00
3 COWA	\$0	\$ 0.00	\$	\$ 0.00
4 CDBG	\$0	\$ 0.00	\$	\$ 0.00
5 Other	\$0	\$ 0.00	\$	\$ 0.00
K) Total Local and Other Public Revenues	\$1,287,200	\$ 753,257.44	\$ 346,325.78	\$ 1,099,583.22
L) Totals (H+K for each column)	\$1,826,600	\$ 841,571.80	\$ 432,807.23	\$ 1,374,479.03

(NOTE: Column totals for Line L must be equal to the column totals for Line G)

Subdivision Name: Athens County  
Project Name: CR33A-0.00 Paving  
OPWC Control No: CR16WCR17V

Appendix E - Page 2  
Dist. Request # 3

Is this the final request for disbursement of OPWC funds? YES ☒ NO

If the answer is YES or if this disbursement uses the remainder of your OPWC assistance, your project file will be closed upon processing this request. As described in Appendix C of the Project Agreement, your minimum Percentage Contribution is 65% of the total project cost.

**AUTHORIZED CERTIFICATIONS**

(Note: Changes to project officials must be submitted in writing.)

**PROJECT MANAGER CERTIFICATION:**

I hereby certify that the work items described and included here were actually performed in the field, that they comply with the project plan and specifications, and that they are in accordance with the terms and conditions of the Agreement. This request reflects the actual work completed as of the date of this request.

D. L. Smith 6/6/19 740-593-5514  
Dante Stevens/Assistant Engineer Project Manager Date Phone

**CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:**

We hereby certify that we have read the Agreement, the work items included here, and the field notes of the Project Manager, and we find that the work items described and included here were actually performed in the field, that they comply with the project plan and specifications, and that they are in accordance with the terms and conditions of the Agreement. This request reflects the actual work completed as of the date of this request.

I, the undersigned, certify that the work items described and included here were actually performed in the field, that they comply with the project plan and specifications, and that they are in accordance with the terms and conditions of the Agreement. This request reflects the actual work completed as of the date of this request.

I, the undersigned, certify that the work items described and included here were actually performed in the field, that they comply with the project plan and specifications, and that they are in accordance with the terms and conditions of the Agreement. This request reflects the actual work completed as of the date of this request.

Respectfully, we certify that the work items described and included here were actually performed in the field, that they comply with the project plan and specifications, and that they are in accordance with the terms and conditions of the Agreement. This request reflects the actual work completed as of the date of this request.

I, the undersigned, certify that the work items described and included here were actually performed in the field, that they comply with the project plan and specifications, and that they are in accordance with the terms and conditions of the Agreement. This request reflects the actual work completed as of the date of this request.

I, the undersigned, certify that the work items described and included here were actually performed in the field, that they comply with the project plan and specifications, and that they are in accordance with the terms and conditions of the Agreement. This request reflects the actual work completed as of the date of this request.

I, the undersigned, certify that the work items described and included here were actually performed in the field, that they comply with the project plan and specifications, and that they are in accordance with the terms and conditions of the Agreement. This request reflects the actual work completed as of the date of this request.

[Signature] [Signature]  
Jill Thompson/Athens County Auditor Chief Financial Officer  
Lenay Elston/President, Athens Chief Executive Officer

Subdivision Name: Athens County  
Project Name: ATH-CR33A-0.00 Paving  
OPWC Control No: CR16WCR17V  
Appendix E - Page 3  
Dist. Request #: 3

**CONTRACTOR/VENDOR PAYEE IDENTIFICATION:**

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from I(3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as also supported through accompanying copies of invoices or other evidence of expense.

1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ 66,881.45

PAYEE: Nuke Paving, Inc. Lookbox  
ADDRESS: C/O Ohio Valley Bank  
PO Box 240  
420 Third Avenue  
Gallipolis, Ohio 45631-0240  
PHONE: 740-389-5878  
FEDERAL TAX ID: 31-1758583

2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC

PAYEE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FEDERAL TAX ID: \_\_\_\_\_

3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC

PAYEE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FEDERAL TAX ID: \_\_\_\_\_

4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC

PAYEE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FEDERAL TAX ID: \_\_\_\_\_

OPWC USE ONLY  
Accounting: \_\_\_\_\_  
Approval By: \_\_\_\_\_ Auditor: \_\_\_\_\_  
Date: \_\_\_\_\_

**CERTIFICATE IN COMPLIANCE WITH  
SECTION 121.22 OF THE OHIO REVISED CODE**

The undersigned, Clerk of the Board of County Commissioners (said Board of County Commissioners is hereinafter called the "Legislative Authority") of the County of Athens, Ohio (hereinafter called the "Issuer"), hereby certifies, with respect to the proceedings in the within transcript pertaining to the authorization, issuance and sale of \$250,000 Sanitary Sewer System Improvement Bond Anticipation Notes, Series 2019 of the Issuer, dated as of the date hereof, that:

(1) Included in the transcript are extracts from minutes of all meetings of the Legislative Authority, and all recorded minutes of meetings of its committees and any other public bodies, pertaining or relating to the formal actions contained in said transcript or to deliberations that resulted in such formal actions.

(2) All meetings of the Legislative Authority, and of its committees and any other public bodies, at which the formal actions contained in said transcript were taken or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings were open to the public, in compliance with all the law, including Section 121.22 of the Ohio Revised Code.

(3) The Legislative Authority has adopted rules pursuant to Section 121.22 of the Ohio Revised Code, with respect to its meetings, and meetings of its committees and of any other public bodies of the Issuer, formal actions of which are contained in said transcript and over which it has rule-making authority, and that such rules remained in effect at all times pertinent to the proceedings in the said transcript without amendment.

(4) All requirements and procedures for giving notice and notification of the meetings referred to in paragraph (2) above, held subsequent to the adoption of the said rules, were complied with.

With respect to such meetings held before the adoption of said rules, any person could have determined, in advance of any said meeting, the time and place of any regular meeting and the time, place and purposes of any special meeting by contacting my office during regular business hours, and such requests, if any, for advance notification of meetings at which any

specific type of public business was to be discussed were responded to by this office providing such notification.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 12th day of June, 2019.

*John R. Kishida*  
Clerk, Board of County Commissioners

DCS-1997318

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**CERTIFICATE UNDER SECTIONS 103(b)(2) and 148  
OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED**

The County of Athens, Ohio (the "Issuer") hereby certifies, with respect to its \$250,000 Sanitary Sewer System Improvement Bond Anticipation Notes, Series 2019 (the "Obligations"), dated June 12, 2019, to be issued on the date hereof (the "Closing Date"), which is the date of delivery of, and payment for, the Obligations, according to the provisions of the legislation authorizing the Obligations (the "Authorizing Legislation"), for the purpose of acquiring and financing certain improvements (the "Project"), which are further described herein or described in the Authorizing Legislation, that the following facts, estimates and circumstances regarding the amount and use of all of the Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Internal Revenue Code of 1986, as amended (the "Code"), of the Obligations are, as of the Closing Date and according to the Issuer's best knowledge, information and belief, reasonably expected to exist or to occur:

**A. Proceeds**

The Proceeds of the Obligations consist, and will consist, of the Sale Proceeds and Investment Proceeds, each as defined in Treas. Reg. § 1.148-1(b), issued under the Code.

The Sale Proceeds of the Obligations have been calculated as follows:

Par Amount of Obligations	\$250,000.00
Premium	0.00
Sale Proceeds	\$250,000.00

**B. Purpose of Issue**

The Proceeds of the Obligations, together with certain other funds, will be used:

- (1) to finance the Project; and
- (2) to pay certain expenses incurred in connection with the issuance of the Obligations,

each of which constitutes a valid governmental purpose (together, the "Governmental Purpose").

The total amount of Proceeds received by the Issuer will not exceed the amount necessary to finance the Governmental Purpose. The Obligations are being issued at this time in such amount because the Issuer is obligated or will soon be obligated to make certain payments with respect to the Project and because it would be costly and inefficient to issue additional bonds in the future to finance additional payments with respect to the remainder of the costs of the Project that are expected to become due.

**C. Yield on the Obligations**

(1) The price at which the Obligations were sold to the Hocking Valley Bank, Athens, Ohio, which intends to hold the Obligations for investment purposes and not for resale to the general public, is \$250,000.00, plus accrued interest of \$-0-.

(2) The Yield on the Obligations, as defined in Treas. Reg. § 1.148-4, issued under the Code, is 1.95%.

**D. Application of Proceeds**

All of the Sale Proceeds, plus other moneys received by the Issuer from the sale of the Obligations, will be used as follows:

(1) \$-0-, received as accrued interest and premium, will be paid, immediately upon receipt, into the Bond Retirement Fund (the "Bond Fund") for the Obligations and, together with earnings derived from the investment of funds in the Bond Fund, will be used to pay principal of or interest on the Obligations on the first interest payment date, which is within one (1) year after the Closing Date; and

(2) \$250,000.00 will be deposited immediately upon receipt in the Acquisition Fund (the "Acquisition Fund"), and, together with earnings derived from the investment of funds in the Acquisition Fund, will be used to pay the cost of the Project, including issuance expenses and interest during acquisition.

Any portion of the amounts described above not used in the manner set forth in this section will be used by the Issuer only with an approving opinion of Bond Counsel.

**E. Expenditure of Proceeds for the Project**

The acquisition of the Project will commence promptly following the Closing Date, and the Issuer has incurred, or will incur within six (6) months after the Closing Date, a substantial binding commitment to expend at least five percent (5%) of the Net Sales Proceeds (defined in Treas. Reg. § 1.148-1(b), issued under the Code, as Sales Proceeds less a reasonably required reserve or replacement fund and less an amount that is the lesser of five percent (5%) of the Sales Proceeds or \$100,000) of the Obligations on the Project. The Issuer will expend at least eighty-five percent (85%) of the Net Sales Proceeds within three (3) years of the Closing Date. The acquisition of the Project will proceed with due diligence to completion and the Proceeds will be spent on such Project with due diligence on or before a date that is within three (3) years of the Closing Date.

**F. Investment of Proceeds**

(1) The Authorizing Legislation requires that the Issuer restrict the use of the Proceeds of the Obligations in such manner and to such extent and take such other actions as may be necessary so that the Obligations will not constitute either obligations the interest on which is includable in gross income for purposes of federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the Treasury Regulations thereunder.

- 2 -



(2) Not more than fifty percent (50%) of the Proceeds of the Obligations will be invested in investments that both do not carry out the Governmental Purpose of the Obligations and have a substantially guaranteed yield for at least four (4) years.

(3) Payments made by the Issuer into the Bond Fund will be used to pay principal of, premium, if any, or interest on the Obligations within a thirteen (13) month period, beginning on the date of deposit. Any amount received from investment of such moneys will be spent within one (1) year after the date of receipt. The Bond Fund will be depleted at least once a year, except for a reasonable carryover amount (not to exceed the greater of (a) one year's earnings on the Bond Fund or (b) one-twelfth (1/12) of annual debt service). The Bond Fund will be used primarily to achieve a proper matching of revenues and debt service requirements of the Obligations within each year.

(4) Except for the Bond Fund, no other account or fund has been or will be established to pay principal of, premium, if any, or interest on the Obligations. There are no moneys, sources of funds, securities or obligations that have been, or will be, pledged as collateral for the payment of principal of, premium, if any, or interest on the Obligations, and there are no moneys, sources of funds, securities or obligations with respect to which the Issuer has given or will give any reasonable assurance to any holder of the Obligations that such funds will be available to pay principal of, premium, if any, or interest on the Obligations.

(5) Other than any funds described herein invested during a temporary period permitted under Treas. Regs. §§ 1.148-1 through -11, issued under the Code, if any, no Proceeds of the Obligations, or any moneys that may become Replacement Proceeds, as defined in Treas. Reg. § 1.148-1(c), of the Obligations, in excess of the lesser of (i) five percent (5%) of such Proceeds or (ii) \$100,000, have been invested in "higher yielding investments," as defined in the Code and the Treasury Regulations thereunder.

#### G. General

(1) Neither the Project, nor any part thereof, will be sold or otherwise disposed of by the Issuer prior to the final principal maturity date of the Obligations.

(2) The Issuer will not make any prepayment of principal of or interest on the Obligations in the Bond Fund for the Obligations if such prepayment would cause the interest on the Obligations to be includable in the gross income, for federal income tax purposes, of any holder of the Obligations.

(3) There are no amounts, other than the Gross Proceeds of the Obligations, that are available for the Governmental Purpose. There are no sinking funds or pledged funds and the term of the Obligations is not longer than reasonably necessary for the Governmental Purpose.

(4) During this calendar year, the Issuer, which has general taxing powers, has not issued and does not expect to issue tax-exempt bonds, including any tax-exempt bonds issued by any subordinate entities, but excluding "private activity bonds," as defined in the Section 141 of

the Code, and any refunding bonds, as defined in Section 148(f)(4)(D)(iii) of the Code, exceeding \$5,000,000 in aggregate face amount.

(5) Any Yield Reduction Payment owed pursuant to Treas. Reg. § 1.148-5(c)(2), issued pursuant to the Code, will be remitted to the United States Treasury not later than sixty (60) days after the later of the date that all of the Obligations are completely redeemed and retired or the date that is eight months after the Closing Date.

(6) The Issuer has not employed in connection with the issuance of the Obligations a transaction or series of transactions that attempts to circumvent the provisions of Sections 103(b)(2) and 148 of the Code and the Treasury Regulations thereunder, enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and/or increasing the burden on the market for tax-exempt obligations through actions such as issuing more obligations, issuing obligations sooner or allowing them to remain outstanding longer than would otherwise be necessary for the Governmental Purpose.

(7) The Issuer has never been advised of any listing or contemplated listing by the Internal Revenue Service to the effect that the Issuer's certification with respect to its obligations may not be relied upon and no notice to that effect has been published in the Internal Revenue Bulletin.

(8) Certain of the facts, estimates and circumstances contained herein are based upon representations made by The United States of America, acting through the Rural Housing Service, United States Department of Agriculture in certificates and reports that accompany the sundry closing documents related to the sale and delivery of the Obligations. The Issuer is not aware of any facts, estimates or circumstances that would cause it to question the accuracy of such representations. To the best of the knowledge, information and belief of the undersigned, who is authorized by the Issuer to sign this certificate on behalf of the Issuer, the above expectations of the Issuer as stated herein are reasonable and there are no other facts, estimates or circumstances that would materially change the foregoing conclusion.

(9) This certificate is being executed and delivered pursuant to Treas. Regs. §§ 1.148-1 through -11 issued under the Code, of which the undersigned, with the advice of counsel, is generally familiar. On the basis of the foregoing, it is not expected that the proceeds of the Obligations will be used in a manner that would cause the Obligations to be "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code or the Treasury Regulations thereunder.

COUNTY OF ATHENS, OHIO

By  County Auditor

Dated: June 12, 2019

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#### SIGNATURE AND NO-LITIGATION CERTIFICATE

STATE OF OHIO

COUNTY OF ATHENS, as:

We, the undersigned, the duly elected, qualified and acting officers of the County of Athens, Ohio (the "Issuer"), as indicated by the titles opposite our respective signatures appearing below, do hereby certify that we did officially execute the \$250,000 Sanitary Sewer System Improvement Bond Anticipation Notes, Series 2019 (the "Obligations") delivered herewith, numbered from R-1 upwards in order of issuance, of the initial denomination of \$250,000, maturing in installments payable on or before June 12, 2020, that any seal or facsimile thereof appearing on the Obligations is genuine; and that we are at this time and were on the date of the Obligations the duly elected, or appointed, qualified and acting officers having authority to execute the Obligations.

We further certify that there is no litigation of any nature either pending or threatened restraining or enjoining the issuance of the Obligations nor directly or indirectly affecting the proceedings and authority by which the Obligations have been issued, nor any dispute, controversy or litigation affecting the validity of said Obligations or any of them, or the levy and/or collection of sufficient taxes, assessments or pledged revenues to pay the interest and principal of the Obligations as they mature; that no proceedings authorizing the issuance of the Obligations have been rescinded; and that no referendum or initiative petition with respect to such proceedings has been filed nor (to our knowledge) circulated.


We further certify that the Issuer is not in default for the payment of principal or interest on any of its notes, bonds or other obligations now outstanding.

We further certify that neither the corporate existence or the boundaries of the Issuer nor the title of its present officers to their respective offices is being contested.

Done and delivered as of the 12th day of June, 2019.

Signatures

Titles



County Commissioner

County Commissioner

County Commissioner

County Auditor

I do hereby certify that I have examined the signatures of the officers subscribed above and I identify them as true and genuine.

  
Clerk, Board of County Commissioners



## CERTIFICATE OF ORIGINAL PURCHASER

County of Athens, Ohio  
Athens, Ohio

Dinsmore & Shohl LLP  
Columbus, Ohio

Re: \$250,000 Sanitary Sewer System Improvement Bond Anticipation Notes, Series 2019 dated June 12, 2019 of the County of Athens, Ohio

In connection with the issuance of the captioned Notes (the "Notes"), the undersigned hereby certifies that it is purchasing the entire \$250,000 aggregate principal amount of the Notes, issued by the County of Athens, Ohio (the "Issuer") pursuant to a resolution adopted by the board of county commissioners of the Issuer on May 28, 2019 (the "Note Legislation"). In consideration of the issuance and delivery of the Notes, and as an inducement thereto, the undersigned hereby makes the following representations, certifications and warranties to each of the addressees, upon which each of the addressees may rely in connection with the issuance and delivery of the Notes and matters related thereto:

1. It understands that no official statement, offering statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the Issuer, the Notes, or the project to be financed with the proceeds of the Notes is being issued or otherwise represented. It has with due diligence made its own inquiry and analysis, to the extent it has deemed necessary, with respect to the Issuer, the Notes, such project, and other material factors affecting the security for and payment of the Notes, and it is relying solely on such inquiry and analysis in its purchase of the Notes.

2. It acknowledges that it is familiar with the operations, activities and functions of the Issuer, and that during the course of the transaction and prior to the sale of the Note, it has either been supplied with or has had access to information, including financial statements and financial information, to which a reasonable investor would attach significance in making investment decisions, and it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, such project and the Notes, so that it has been able to make its decision to purchase the Notes. No such information requested by it has been denied to it. In addition, the undersigned has received and examined copies of the Note Legislation and the Notes.

3. Because of its experience in financial and business matters, it feels that it is qualified to make the inquiry and analysis described in paragraph 1 and to understand fully the documents and information described in paragraph 2.

4. It understands that (i) the Notes are unsecured general obligations of the Issuer, (ii) the Issuer's full faith and credit have been pledged by the Note Legislation for the payment of the debt service on the Notes as it becomes due, and (iii) the basic security for the Notes is the Issuer's ability to issue the bonds being anticipated or renewal notes to retire the Notes at maturity, and to levy a limited, unsecured ad valorem tax on all real and personal property in the Issuer subject to ad valorem taxation by the Issuer, within the "ten-mill" or "unvoted" debt limitation imposed by Ohio law on the Issuer and its overlapping political subdivisions in an amount sufficient to pay the principal of and interest on the bonds anticipated by the Notes not

otherwise provided for, together with the principal of and interest on any other unvoted limited tax general obligations of the Issuer and its overlapping subdivisions, now or hereafter issued, as the same becomes due.

5. It understands that the Notes (a) are not being registered under the Securities Act of 1933, (b) will not be listed on any stock or other securities exchange, (c) have not been registered for sale and may not be otherwise qualified for sale under the "Blue Sky" laws or regulations of any state and (d) will carry no rating from any rating service.

6. It is purchasing its interest in the Notes for investment in its own account, and has not offered the Notes for resale and does not presently intend to divide its interest with others or to resell or otherwise dispose of all or any part of the Notes; provided, however, that the undersigned shall at all times have the right to resell or otherwise dispose of all or any part of the Notes as permitted by the terms of the Notes and by law, and subject to all applicable state and Federal securities laws, rules and regulations.

7. It has sufficient knowledge and experience in financial and business matters, including purchase and ownership of corporate securities and municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by its purchase of the Notes, and its net worth and available assets are such that it is able to bear the economic risk of its purchase of the Notes.

8. Based upon the undersigned's knowledge regarding the sale of the Notes, its experience as a purchaser and/or underwriter of "tax-exempt" obligations such as the Notes and its knowledge of current market conditions and the status of the Notes in the market, the undersigned hereby certifies that it did not offer, and has no current intention of reoffering, the Notes and intends to hold them for its own account.

9. It has satisfied itself that the Note is a lawful investment for it under all applicable laws.

THE HOCKING VALLEY BANK,  
ATHENS, OHIO

By

Title:

Dated: June 12, 2019

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R-1

SPECIMEN

REGISTERED

UNITED STATES OF AMERICA  
STATE OF OHIO

REGISTERED

COUNTY OF ATHENS

SANITARY SEWER SYSTEM IMPROVEMENT BOND ANTICIPATION NOTE, SERIES 2019

KNOW ALL MEN BY THESE PRESENTS, that the County of Athens, in the State of Ohio (the "County"), acknowledges itself to owe and for value received hereby promises to pay to the General Fund of the County of Athens, Ohio, the registered holder hereof, or its registered assigns, in the manner hereinafter provided, the principal sum of

TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000)

on June 12, 2020 and to pay interest on the balance of said principal sum from time to time remaining unpaid from the date hereof at the rate of one and ninety-nine hundredths percent (1.99%) per annum, such interest to be calculated on the basis of a 360-day year comprised of twelve, 30-day months and payable on the maturity date or upon earlier redemption.

This Note is callable for redemption prior to maturity at the option of the County in whole or in part at any time in inverse order of maturity at a price equal to 100% of the principal amount to be redeemed plus accrued interest to the date of redemption. Unless waived by the holder of this Note, the County shall mail notice of any such optional redemption to such holder by first class mail, postage prepaid, at least thirty days prior to the date of such redemption.

The principal of and interest on this Note are payable in lawful money of the United States of America to the registered owner hereof as shown on the registration records of the County. No transfer of ownership of this Note shall be valid unless made at the request of the registered owner hereof on the registration records of the County. The county auditor of the County serves as paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for this Note, and payments of installments of principal of and interest on this Note shall be made by check or draft mailed to the registered owner hereof at the address shown on the registration records of the County. Upon final payment of principal and interest of this Note, it shall be cancelled and surrendered to the County.

This Note is issued in anticipation of a like principal amount of general obligation bonds of the Issuer for the purpose of paying part of the cost acquiring easements and other interests in real estate in connection with improvements to said County's sanitary sewer collection and treatment system known as the US 50/Albany Corridor Sewer Collection System Project under authority of and pursuant to the general laws of the State of Ohio and Chapter 133 of the Ohio Revised Code, and by virtue of a resolution duly adopted by the board of county commissioners of said County on May 28, 2019 (the "Note Legislation"), the terms and conditions of which the holder hereof, by the acceptance hereof, assents.

This Note is transferable by the registered owner hereof 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 hereof to the Paying Agent and Registrar, all subject to the terms and conditions provided in the Note Legislation. The County and Paying Agent and Registrar are not

required to transfer this Note during the 15-day period preceding any interest payment date, and no such transfer is effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note for the then-unpaid principal amount will be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered owner of this Note as the absolute owner hereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until this Note is authenticated by the Paying Agent and Registrar by the due execution hereof.

AND IT IS HEREBY CERTIFIED AND RECITED, that all acts, conditions and things necessary to be done precedent to and in the issuing of this Note in order to make it a legal, valid and binding obligation of said County, have been diligently performed in regular and due form; that the faith, credit and revenue of said County have been pledged for the prompt payment of the principal and interest thereof when due; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing this Note.

IN WITNESS WHEREOF, the County of Athens, State of Ohio, has caused this Note to be signed by the manual or facsimile signatures of at least two members of its board of county commissioners and of its county auditor as of June 12, 2019.

County Auditor

County Commissioner  
County Commissioner  
County Commissioner

CERTIFICATE

This is to certify that this note is one of the notes described hereinabove.

County Auditor of the County of Athens, Ohio,  
as Paying Agent and Registrar  
Athens, Ohio

By

County Auditor

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