

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

A motion was made by and seconded by to approve the following agenda:

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda for March 12, 2019 - Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes from March 5th, 2019

Approve Appropriations, Transfers, New Line Items Requests/Changes

Additional:

Clerk of Courts - Fines

Receipts 001.1001.415400

Approve Bills

09:30 Farm Bureau - Ashley Kasler

09:40 EMS - Rick Calles

09:45 DJFS - Jean Demosky

10:00 Mark Spezza - Classic Gold Real Estate - County Sewer Extension

10:15 HAPCAP - Glen Crippen - Residential Demolition Contract, Coolville LMI Summary, Signature Card Updates

10:30 Hocking River Commission - Clean Ohio Fund Grant - Dan Imhoff and 2 Others

10:45 Patrick McGarry - Health Dept.

11:00 Lt. Maynard - 911 - Dispatcher Employment

11:15 Planner - Jessie Powers

11:30 CEBCO (Conference Call)

01:30 Athens Conservancy - Clean Ohio Project - Brian Blair and John Knouse

01:45 Engineer, Jeff Maiden - Glouster Main Street Project

~ AGENDA ITEMS

Utility Permits

691 Landfill Annual Post Closure Report for 2018 (acknowledge receipt)

Evergreen Way Whispering Pines Subdivision - Road Acceptance

Margaret Creek Support Letter

Health Dept. - Surplus Vehicles

Liquor Permit

Freedom Linx Estimate / Invoice

HDR Engineering / OWDA Pay Request #14

Board of Election - Move

Scrap Tire Removal Consent Form

~TRAVEL

Area 14 WDB

Laurie McKnight - OWA monthly mtg. - March 20 - Columbus, OH

The Forum/Nat. Assoc. Workforce Conf. - March 22-27 - Washington, DC

Comm. Pleas

Melinda Bradford - HB366 Seminar - March 28 - Columbus, OH

Melinda Bradford, Tammy Thatcher - OAM Spring Conf. - April 9-12 - University of Dayton

Auditor

Jill Thompson, Auditor - OCCO Legislative Reception - April 9th - Columbus, OH

911

Brian Davis - APCO/NENA Conf. - April 14-17 - Sandusky, OH

~ADJOURNMENT

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

MINUTES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from March 5, 2019.

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

APPROVE APPROPRIATIONS, TRANSFERS, NEW LINE ITEMS REQUESTS/CHANGES

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: March 12, 2019 - Budget Transfers and Amendments. Copies on file in Commissioner's Office.

Additional:

Clerk of Courts - Fines
Receipts 001.1001.415400

(Copied to page 153).

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. 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: 3/6/2019 To: 3/12/2019 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.

NATIONAL AGRICULTURE WEEK - MARCH 10-16, 2019

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Proclamation for National Agriculture Week, March 10-16, 2019:

PROCLAMATION
NATIONAL AGRICULTURE WEEK
MARCH 10-16, 2019

When Americans sit down to a meal each day, we sometimes take for granted the quality, abundance and value of the food we eat. Our supermarkets, grocery stores and restaurants offer a tremendous selection of fruits, vegetables, meats, dairy products and other food items, but we often forget the hardworking men and women whose skill and effort put that food on our tables.

American agriculture plays a crucial role in strengthening our economy and in providing food for people around the world. While producing an abundance of safe and affordable food and fiber, our farmers also provide a source of jobs in our community. When you factor in all the jobs involved in processing, distributing and marketing food and fiber products, you see that American agriculture is truly everywhere and touches everyone in almost every way. American agriculture is our nation's largest employer. More than 22 million people today work in the agricultural industry. World population is expected to reach 7.9 billion by the year 2020 and American agriculture is poised to reach the demands of feeding this growing population.

Now, therefore, we, the Athens County Commissioners, by virtue of the authority vested in us, do hereby proclaim March 10-16, 2019 as National Agriculture Week. We call upon citizens to acknowledge and celebrate the achievements of all those who, working together, produce an abundance of agricultural products that strengthen and enrich our community and our nation.

/s/ Lenny Eliason, Chairman

/s/ Chris Chmiel, Vice Chairman

/s/ Charlie Adkins

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

EMS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins accepting the resignation of EMT Frances Neal, effective March 20, 2019, as recommended by EMS Chief Rick Callebs.

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

DJFS - AGENDA DISCUSSION w/Dir. Jean Demosky:

COMMISSIONERS

3-12-19

ACDJFS

1. Contracts

- a. TriCounty Career Center
- b. WeFrame LLC- ADA RR Complete

2. Phone System Demo 3/29/19

3. Events

- a. Child Abuse Awareness Month (wear blue on 4/10/19)
- b. Job Fair 4/17/19 Athens Community Center 15th Annual - Focusing on Apprenticeships.
 - i. OMJ Updates

4. OMJ Facility

- a. Pros-Cons Report (below)

OMJ (Ohio Means Jobs) Facility Move Comparisons - For Commissioners to review.

70 N. Plains Rd- Current Location

- + No moving
- + Clients are familiar with the location

- + On bus route
- + Close to JFS main building
- + Staff do not pay Athens City tax
- 0 Rent paid
- 0 Very crowded
- 0 No privacy for clients (especially for casework)
- 0 No room for program expansion
- 0 Worn and tattered

ATCO Building

- + No/low up-front costs
- + Spacious- room for program expansion
- + On bus route
- 0 No parking for staff or events
- 0 No street access
- 0 No visibility
- 0 Would require house purchases to gain street visibility, access, & possible parking
- 0 Construction costs & building infrastructure replacements
- 0 Clean up costs
- 0 Move-in would likely be 2022 (rent paid in the meantime)

510 W. Union

- + Visibility
- + Acceptable location
- + Relatively low renovation costs
- + Building infrastructure appears sound
- + Room for program expansion/events
- + Private office space (client confidentiality)
- + Room for state partners
- + On bus route
- + Move-in would likely be 2019
- + Parking
- + Ability to cost -share with EMS property
- 0 \$1.5MM
- 0 Some renovation for office space
- 0 Needs new roof-line construction (desired)
- 0 Access for EMT vehicles (side street possibilities?)

1. Goodwill Person-Steven Wade

- a. He is copying materials for Aspire, showing clients how to check in at the kiosk, and getting folks in the computer lab familiar with OMJ. Hoping to use at the front desk. He is looking for full-time employment though

2. 9th in the State with Aspire

- a. At the end of every program year the State takes all the data in the State database "ABLElink" and compiles scores on how well clients have improved in six Educational Functional Levels (EFLs) for 1st grade to 12th grade levels of performance
- b. Also look at how many are being post-tested each year, how many received their GED, etc.
- c. Percentages are applied to all these scoring rubrics and our involvement with GalliaJackson-Vinton JVSD via our MOU with the Aspire grant
- d. We were tied for 9th in the State out of 54 programs receiving Aspire grant funding. A lot of it is based on the TABE assessments: pre- and post-TABE. Folks showing improvement one or more EFL levels.

3. Steak & Shake

- a. Approximately 75 % of the clients referred were hired

4. Employer Outreach Committee

- a. Tami coordinated development of a committee: Nancy Stotts, Raeh Ledford, Melissa Conkel, and Joe McGowen (also trying to see if one of our partners from the State staff). Jason & Joe work with the committee
- b. One of the events planned besides our upcoming 15th annual Job Fair, is the In-Demand Occupation week, May 6 -10
 - i. Hoping to get employers into our OMJ site in Athens and have mini-hiring events but concentrate on Apprenticeships and In-Demand jobs. It is close to the job fair but perhaps we can entice some of the employers to come back in May
- c. Outreach and marketing for future events
- d. More OJT contracts
- e. Get feedback from guidance counselors on what employers are looking for in a graduate

- f. Find out who is hiring from TCACC
- g. What barriers are there to employment according to employer feedback
- h. Survey down the road for employers to fill out

DJFS - SUBGRANT AGMT. #1 W/ TRI-COUNTY CAREER CENTER(moving funds from one contract to the other)
Athens County Job & Family Services
Subgrant Agreement
Amendment #1

RECITALS:

This First Amendment to Subgrant Agreement made and entered into on the 3^d day of July, 2018, is made and entered into on the 12th day of March, 2019 between the Athens County Department of Job and Family Services (hereafter referred to as "ACDJFS") and the Tri-County Career Center (hereinafter referred to as "SUBGRANTEE").

WHEREAS, the parties seek to amend ARTICLE V. AMOUNT OF SUBGRANT/PAYMENTS 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, Catalog of Federal Domestic (CFDA) numbers 93.558 and 17.259, award program year 2018/2019 and Federal fiscal year 2019, awarded by the Department of Health and Human Resources.

ARTICLE V. AMOUNT OF SUBGRANT/PAYMENTS

A. This grant is in the total amount of Thirty-Four Thousand Eight Hundred Fifty-Nine and no one-hundredths dollars (\$34,859.00) for the Subgrant period with no more than Three Thousand One Hundred Sixty-Nine and no one-hundredths dollars (\$3,169.00) of the total contract for Administrative Costs.

All Other terms and agreements of the original Subgrant Agreement as amended remain in-place and unchanged. 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.

DJFS - SUBGRANT AGMT. #1 W/ TRI-COUNTY CAREER CENTER (moving funds from one contract to the other)
Athens County Job & Family Services
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WHEREAS, the parties seek to amend ARTICLE V. AMOUNT OF SUBGRANT/PAYMENTS 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, Catalog of Federal Domestic (CFDA) numbers 93.558 and 17.259, award program year 2019/2019 and Federal fiscal year 2019, awarded by the Department of Health and Human Resources.

ARTICLE V. AMOUNT OF SUBGRANT/PAYMENTS

A. This grant is in the total amount of Thirteen Thousand Three Hundred Ninety-Eight and no one-hundredths dollars (\$13,398.00) for the Subgrant period with no more than One Thousand Two Hundred Eighteen and no one-hundredths dollars (\$1,218.00) of the total contract for Administrative Costs.

All Other terms and agreements of the original Subgrant Agreement as amended remain in-place and unchanged. 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.

DJFS - CONTRACT AMENDMENT #1 w/ WE FRAME, LLC (ADA Restroom Additional Work)
Athens County Job & Family Services
Amendment #1

This First Amendment to Contract Agreement made and entered into on the 13th day of December, 2018, is made and entered into on the 12th day of March, 2019 between the Athens County Department of Job and Family Services (hereafter referred to as "ACDJFS") and We Frame, LLC (hereinafter referred to as "CONTRACTOR").

WHEREAS, the parties seek to amend ARTICLE 3: DUTIES AND OBLIGATIONS OF ACDJFS Paragraph 3.1 and 3.2.

WHEREAS, ACDJFS seeks to purchase ADA restroom remodeling services for County Home location, and CONTRACTOR seeks to provide such services, the parties hereby enter into the following CONTRACT, whereby ACDJFS agrees to purchase, and CONTRACTOR agrees to provide such services.

ARTICLE 3: DUTIES AND OBLIGATIONS OF ACDJFS

3.1 CONTRACT PRICE: ACDJFS shall pay to CONTRACTOR the sum of the invoices 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 Twenty-One Thousand One Hundred and no one-hundredth dollars (\$21,100.00).

3.2 METHOD OF PAYMENT: ACDJFS shall pay the CONTRACTOR an initial payment of \$10,250.00 preceding commencement of the repair work. The second payment of \$10,850.00 will be made within 14 days after a final invoice is provided by the CONTRACTOR upon completion of the described work. Reported expenditures are subject to audit by appropriate state or federal officials or an independent audit conducted pursuant to Paragraphs 2.8 and 2.9 of the CONTRACT AGREEMENT. All Other terms and agreements of the original Contract Agreement as amended remain in-place and unchanged. 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.

ENGINEER - UTILITY PERMITS

A motion was made by and seconded by approving the following utility permit:

Permit No. 19-140

From: ATT Corp./Mike Diederich Agent of ATT corp. - MCG Chad Harkness
155 Commerce Park Dr. Suite 1, Westerville, Ohio 43082

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

Location of work: Frost Road

Description of Work to be Performed: Placing Cable in existing duct that crosses ROW, for a repair and removing old damaged fiber that is not working correctly.

Type of Installation: Fiber Optic Line

Estimated Project Schedule: 2/25/2019 Completion: 03/01/2019

Agreed to by: /s/ Chad Harkness

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

Permit No. 19-143

From: Columbia Gas
290 W. Nationwide Blvd.
Columbus, Ohio 43215

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

Location of work: CR 19 7276 Radford Road

Description of Work: Gas - Replacing a gas service line due to a leak at the property of 7276 Radford Road/CR 19 in Athens Twp.

Service line runs out to the main line. Main line is located on the opposite side of the road as the property, approx. 15' off road. Surface is soil.

Type of Installation: Underground (buried) line crossing road.

Estimated Project Schedule:

Start Date: Upon Approval Completion Date: 1 Work Day

Agreed to by: /s/ Tiffany Robinson

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

Permit No. 19-145

From: Columbia Gas
290 W. Nationwide Blvd.
Columbus, Ohio 43215

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

Location of work: CR 33a Pomeroy Road

Description of Work: Gas - Replacing a gas service line due to a leak at the property of 167 Pomeroy Road CR33a in Athens Twp. Gas

Service line runs out to the main line. Main line is located on the same side of the road as the property, running along the shoulder.

Surface is soil.

Type of Installation: Underground (buried) line Parallel to road.

Estimated Project Schedule:

Start Date: Upon Approval Completion Date: 1 Work Day

Agreed to by: /s/ Tiffany Robinson

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

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

EAGON AND ASSOCIATES, INC. - ATHENS COUNTY 691 LANDFILL ANNUAL POST-CLOSURE REPORT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the Athens County 691 Landfill Annual Post-Closure Report for 2018 from Eagon and Associates, Inc. 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.

ROAD ACCEPTANCE - EVERGREEN WAY, WHISPERING PINES SUBDIVISION - LEE TWP.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the letter from Lee Township Trustees, accepting Evergreen Way for Lee Township ownership. The road was accepted during the January 8th, 2019 regular session Lee Township Trustees meeting. The acceptance of this road also acknowledges the variances set forth by Athens County Engineer Jeff Maiden.

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

MARGARET CREEK SUPPORT LETTER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Letter of Support for the Hocking Conservancy District:

March 19, 2019

Mark Holdcroft
Secretary-Treasurer
Hocking Conservancy District
560 West Union Street
Athens, Ohio 45701

Dear Mr. Holdcroft:

The Athens County Commissioners support the continued efforts of MCCD to seek funding for Federal Assistance. MCCD has been very active in working to improve the health of Margaret Creek in Athens County. The collaboration efforts and technical expertise offered by MCCD has made this watershed restoration project one of the most successful in Ohio. We will continue to support the original 1965 Work Plan and Supplements to be in compliance with Federal regulations. The Commissioners look forward to working with MCCD in Athens County to meet Class 1 regulations as deemed necessary on the State and Federal level, to rehabilitate Fox Lake Dam (MCCD Site #6).

Sincerely,

/s/ Lenny Eliason, President

/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.

MARK & DIANE SPEZZA, CLASSIC GOLD REAL ESTATE - US50 COUNTY SEWER EXTENSION Discussion

Mr. & Mrs. Spezza discussed what they feel are the safety concerns and connection costs from several homeowners in the Highland Park Subdivision, connecting to the US50 Sewer System Project. They presented an alternate option for consideration by the Commissioners. The option would eliminate the section of sewer line from Station 5109 +00 to Station 5112+52.74 at Pine Lane, this change would prevent 352 feet of roadway damaged, eliminate three roadway manholes and five lateral cross lines totaling 200 feet, which will affect eight (8) property owners. It many also eliminate a grinder pump for an individual homeowner. Also present was Rich Kasler, ACWSD Supt., who stated that HDR, Inc., will make sure the roads are in good, or better condition than previous, and that compaction tests will be done. He will present their request to HDR for them to review and revisit this issue.

HAPCAP - Glen Crippen - Misc. Items

HAPCAP - SIGNATURE CERTIFICATION LETTER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the Signature Certification Letter, as requested by HAPCAP. (Copied to page 154).

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

HAPCAP - SIGNATURE CARD

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the Authorized Signature Card for Request for Payment and Status of Funds Report, as requested by HAPCAP. (Copied to page 155).

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

HAPCAP - RESIDENTIAL DEMOLITION CONTRACT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the presented draft contract for the property at 754 Chestnut Street in Nelsonville, pending review and signature by the Pro. Atty's Office. HAPCAP proposes to provide demolition admin services (for use by Sr. Citizens Club of Nelsonville for Parking lot), start to finish, at an administrative rate of 10% of all hard costs.

(Copied to pages 156-157).

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

HAPCAP - LMI SURVEY SUMMARY

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the Income Survey Summary for Coolville, and formalize the findings. (Copied to page 158).

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

HOCKING RIVER COMMISSION / RURAL ACTION - CLEAN OHIO FUND GRANT - Discussion

Dan Imhoff, Hocking River Commission and Nate Schlater, Watershed Coordinator Rural Action - Discussed the Rural Action and the Hocking River Commission's plan to purchase and enhance 117 acres (in 6 parcels) of land along the Hocking River in Dover Township, through the Clean Ohio Funds Grant. Discussed today was a 61 acre parcel they wish to purchase, in Chauncey. They have an April 12th deadline to submit for funding. They met with the Dover Twp. Trustees who have expressed concerns and asked them to bring before the Commissioners for discussion as well. Commissioner Adkins inquired about the tax value of the property and would like to hold a public hearing in that area, along with the Dover Twp. Trustees to discuss further. Mr. Imhoff stated they will follow up on March 21st with the Township on this request. It will be placed on next week's Commissioner agenda for further discussion.

HEALTH DEPT. PATRICK MCGARRY - WPCLF 2017 HSTS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the Water Pollution Control Loan Fund Final Exhibit 1, for the 2017 HSTS Replacement Program. This project is for the repair/replacement of household sewage treatment systems (HSTS) in Athens County. (Copied to page 159).

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

HEALTH DEPT. PATRICK MCGARRY - WPCLF 2019 HSTS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the Water Pollution Control Loan Fund Exhibit 1, for the 2019 HSTS Replacement Program. This project is for the repair/replacement of household sewage treatment systems (HSTS) in Athens County. (Copied to page 160).

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

HEALTH DEPT. PATRICK MCGARRY - WPCLF ASSISTANCE AGREEMENT Discussion

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the Water Pollution Control Loan Fund Assistance Agreement, pending review and signature by the Pro. Atty's Office.

(Copied to pages 161-165).

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

911 - LT. MAYNARD - INTERMITTENT HIRING

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the recommendation of Lt. Maynard, 911 Acting Director, to hire Courtney Cooper as a part time intermittent 911 employee. Effective March 22, 2019. Rate of pay: 17.75 hour.

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

HEALTH DEPT. SURPLUS VEHICLES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following vehicles surplus as recommended by Jack Pepper, Dir. Athens-City County Health Dept., for Auction or Sale. Vehicles will be placed on the county website for sealed bid. Bid Opening set for April 2, 2019:

1998 Chevrolet - White - Std. Cab Truck - Vin# 1G1ND52JX16184822 - 124,082 miles

2001 Chevrolet- Silver - Sedan- Vin# 1GCCT14XXWK203234 - 121,911 miles

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

LIQUOR PERMIT - D. Cornwell DBA Hotel Athens

A motion was made by Mr. Chmiel and seconded by Mr. Adkins not to request a hearing on the Ohio Division of Liquor Control regarding the New license application to David E. Cornwell DBA Hotel Athens, 65 N. Court St., Athens Twp., Athens Ohio. Permit Number 1750622 - Type: New - Filing Date: 02/20/2019 - Permit Classes: D2 - D3 - D3A - Tax District: 05 910 B. Receipt No. C27183.

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

FREEDOM LINX ESTIMATE - BATTERY BACKUP ANNEX SERVER ROOM

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the estimate from Freedom Linx to purchase a new battery backup for the Annex Server Room. 1 Cyberpower 2200LCDRTX2U - Cost \$1,119.20.

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

HDR ENGINEERING / OWDA PAY REQUEST #14

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the OWDA/HDR Pay Request #14, in the amount of \$109,812.94 for the US50 Wastewater Facilities Improvements Project.

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

BOARD OF ELECTIONS MOVE - DISCUSSION

Discussion and updates with Comm. Charlie Adkins along with Board of Elections Board Member Kate McGuckin on the discussion he had with the Secretary of States Office, ADA Compliance officer, Brett Harbage, and his concerns that the Board of Elections Office is not compliant with the ADA requirements for Title II entities. Included in his letter were the following additional items they discussed:

- 1) The arrival of new voting equipment (with an anticipated delivery date of summer 2019),
- 2) The safe storage of these machines,
- 3) Ensuring those machines are tested and ready for the 2019 General election, and
- 4) Athens County doing all of this on a timeline necessary to prepare a new office with the appropriate IT requirements (i.e., installing fiber optic cables, t1 lines, phone lines, and, secure computers) in advance of the 2020 elections cycle.

Commissioner Adkins responded to Mr. Harbage replying that the equipment would be received and stored under the County's control, and would remain under lock and key. He also met with the BOE staff and received a map of the proposed ATCO building and their suggested use for their space, along with a timeline list of criteria deadlines for the upcoming election. He also asked the Maint. Supv. Jeff Gabriel to do a survey of the ATCO property regarding the heating systems, roof, etc., and report of what it would take to make the building sound and safe for use. Commissioner Chmiel feels that moving ahead without a plan is not a good idea, and wants to see the Space Survey from the BOE. The Commissioners feel they have started working on these issues in order to comply. Commissioner Adkins also discussed wanting to have BOE Board members come to the Commissioner meetings to present items for discussion. Commissioner Adkins also discussed calls he has received about the moving of polling locations in New Marshfield and Shade. After speaking with the BOE Director about this issue, she cited poor cell service in these locations. Commissioner Adkins suggested the possible use of the EMA Marcs radios for use at these polling locations, at no cost.

PLANNER - EXPENDITURE APPROVED

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the expenditure of \$8,400.00 as requested by County Planner, Jessie Powers, for the Community Challenge.

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

PLANNER - FERNDAL BASEBALL AGRMT.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Ferndale Park Baseball Agrmt., as recommended by the County Planner, Jessie Powers:

PARK USE AGREEMENT BETWEEN ATHENS COUNTY AND THE FERNDAL BASEBALL ASSOCIATION

An agreement between the County of Athens, by and through the Board of Commissioners of Athens County, Ohio, hereinafter referred to as "Board", and the Ferndale Baseball Association, a non-profit association, hereinafter referred to as "Association", for the use of the Torch Park, hereinafter referred to as "Park" to carry out its baseball program for youth in the community.

ARTICLE 1- Background

1. The County of Athens owns the Park which comprises approximately 62 acres located in Troy Township, Athens County, Ohio. Approximately 32 acres of the Park is wooded. The two active ball fields comprise approximately 2.3 acres. The unfinished ball field is approximately 1.6 acres.
2. Use of the Park is regulated by the Board.
3. The Association serves children of the community by providing recreational opportunities through youth baseball. Except for normal park maintenance services, there is little cost to the County in providing these recreational activities to the community.
4. The Board has a longstanding informal agreement with the Association to provide the Park for the youth baseball program.
5. The Board and the Association have now determined that it is in their mutual best interests to formalize their relationship in regard to the use and maintenance of the Park through the preparation and execution of a written use agreement.

ARTICLE II- Purpose of Agreement

The purpose of this Agreement is to:

1. Provide the terms and conditions under which the Association can continue to use the Park for practice, and ball game activities.
2. Define operational and maintenance responsibilities.
3. Identify responsibility forecasts.
4. Identify a planning process through which there can be a collaborative effort between the Board and the Association to anticipate future needs and provide for future improvements and upgrades.

ARTICLE III- Duration of Agreement

Page 1 of 6

1. This agreement shall be for a one (1) year term.

ARTICLE IV - Effective Date of Agreement

1. This Agreement shall become effective upon the date of the execution of the Agreement.

ARTICLE V - Permitted Uses

Association's use of the Park is allowed under the following conditions:

1. The ball fields at the Park shall be used and occupied by the Association only for the purpose of youth baseball activities. The Association shall not permit the ball fields at Park to be used for any other purpose without the prior written approval of the Board. The Association is further authorized to establish and collect reasonable fees from leagues and tournament teams to offset their maintenance costs.
2. In April of each year, the Association shall provide to the Board a planned schedule of play in order to facilitate the maintenance of the Park, for example, mowing.

ARTICLE VI - Period of Use

1. Use of the ball fields will be limited to the Spring and Summer months for practice and league play and reasonable additional times for tournament play. Any Association use beyond

that date must be requested and approved in writing by the Board. Approval of such requests will not be unreasonably withheld. The Association shall not be responsible for maintenance of the Park following the conclusion of the Period of Use.

ARTICLE VII - Use by Others

1. Board shall retain the right to allow and approve use of the ball fields at the Park by others during those times when Association is not scheduled to use ball fields at the Park, provided the ball fields at the Park are returned to the Association in good, playable conditions.

ARTICLE VIII -Property

1. The Association shall retain ownership of the following: (bleachers, scoreboards, and dugouts, as well as any subsequently installed facilities). These items shall remain in the Association's ownership until the expiration or termination of this Agreement. At the expiration or termination of this Agreement, the Association shall have ninety (90) days to notify the Board of its intent to remove its property. The Association shall have one (1) year following the expiration or termination of this Agreement to remove its property. Property not removed shall become the property of Athens County. The original backstops and fencing were built by the County and the Board shall retain ownership of these items.

ARTICLE IX - Notification and Approval of Improvements

Page 2 of 6

1. After the date of this agreement, the Association must notify the Board of major repairs, modifications or improvements it proposes, and the Board must provide written approval before the Association can proceed with any such major repairs, modifications or improvements. This permission will be granted provided it can be shown that the repair, modification or improvement will provide a benefit to Park or its spectators and/or users and will not detract from the appearance and function of the Park.

2. The Association shall obtain any and all local, state, or federal permits, if necessary, associated with ball field improvements prior to installation.

3. The Association shall assume the costs of maintaining new improvements unless otherwise agreed, in writing, by the Board. Should an improvement be made without permission of the Board, the Board has a right to direct the Association to remove the improvement within thirty (30) days at the Association's cost. If the improvement is not removed within thirty (30) days, the Board may remove the improvement and bill the Association for all related costs and will be entitled to full payment for those removal costs.

ARTICLE X- Planning Process and Joint Plan

1. Following the execution of this agreement, the Board and the Association shall name designees to participate in a collaborative planning process to anticipate needed improvements and upgrades at the Park, and plan for its future use.

2. The designees to this planning process shall produce a report, hereinafter referred to as a "Joint Plan", to the Board and the Association within six (6) months of the execution date of this Agreement. Failure of either of the Parties to participate in planning meetings, or failure of the Parties' designees to produce a Joint Plan for presentation to the Parties, will constitute a breach under Article XIV, Section 3, and result in termination of this Agreement.

ARTICLE XI- Maintenance

1. Maintenance by Association

a) The Association shall maintain all dirt cut-out surfaces in such a manner as to keep the ball fields in a safe playable condition. This maintenance shall include but not be limited to weeding, grass removal, raking, grading, removal of rocks, placement of chalk lines, control of mud, and replacement of unsuitable dirt.

b) The Association shall manage and maintain the concession facilities, if any, at such times as they are constructed.

c) The Association shall provide litter control to the ball field area daily, or as needed, during practices, game play or tournament season, and shall keep the ball field area free of litter.

Page 3 of 6

d) Association shall pay the electric bill for all power requirements of the concession building and ball field lighting, if any.

2. Maintenance by County:

a) Common Areas -- The Board will provide mowing in common areas of Park as needed between the months of April through October.

b) _ Water & Sanitation-- The Board will provide for water and for sanitation facilities at the Park either through permanent restroom facilities or through portable sanitation facilities.

c) Parking Lot- The Board will provide maintenance to any parking lot(s) in existence at the execution of this agreement.

d) Garbage- The Board will be responsible for emptying of garbage containers at the Park including ball fields as needed.

ARTICLE XII- Responsibility for Costs

1. The Association will assume costs for the maintenance and operational services for any facilities and/or improvements determined to solely serve the Association's needs.
2. The Board will assume costs for maintenance and operational services for any facilities and/or items determined to solely serve the general community's interests.
3. The Association and Board will share in costs of facilities, services and/or items that are determined to have a shared benefit between the Association's participants and the general community. The amount of the shared cost will be negotiated, based on the benefit.

ARTICLE XIII- Parking and Traffic Control

1. During league and tournament season, the Association will assign a member(s) of their organization to control traffic and parking to allow clear access for emergency vehicles.

ARTICLE XIV- Termination

1. This Agreement may be terminated by either of the Parties through a thirty (30) day written notice of the Party's intent to terminate.
2. After the termination of this Agreement, for any reason, the Association may apply to the Board within one (1) year of said termination date to remove any permanent structure(s) which had been built solely with the Association's funds. Any such removal as is authorized by the Board shall be accomplished without damage to County property and the Association shall bear all expenses in removing said improvement including expenses associated with restoring ball fields to their original condition, as nearly as is practicable.

Page 4 of 6

3. Failure to fulfill the terms, conditions and obligations of this Agreement by either party may be determined to constitute a breach of the Agreement, giving rise to termination of the Agreement.

ARTICLE XV- Non Discrimination

1. The Association agrees to comply with all local, state, federal and all other applicable laws against discrimination.

ARTICLE XVI- Liability

1. The Association shall secure and maintain general liability insurance for the entire term of this Agreement to cover all of the Association's uses of the ball fields. Said insurance shall be in the amount of not less than \$1,000,000.00. The County shall be named additional insured for said policy or policies and a certificate of insurance so naming the County shall be provided to the Board within fifteen (15) days of the effective date of the policy. If the Association has not already done so, the Board encourages the Association to additionally obtain a Participant Liability Policy.
2. The Board shall be provided with at least thirty (30) days' notice in the event of cancellation of Association's liability insurance coverage.
3. By the signing this agreement, the Association certifies that it will in a timely manner do background checks on the leadership of the Association and all, who as volunteers or employees, are in supervisory roles with children. This shall include those who coach children participating in activities of the Association. The Association shall hold the County harmless for any harm resulting from the failure to perform this responsibility.
4. The Association further agrees to release and hold the County harmless from any responsibility or legal liability associated with damages or injuries resulting from the use of the park or its facilities.

ARTICLE XVII- Amendments

The provisions of this Agreement may be amended only upon the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

ARTICLE XVIII - Indemnification

The Association shall indemnify and hold harmless the County of Athens and/or Board, its officers agents and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or

omissions by the Association, its officers, agents and employees, if any, in performing its obligations under this Agreement.

ARTICLE XIX Entire Agreement

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

ARTICLE XX - Severability

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, the Board and Association have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the day of ,2019.

BOARD OF COMMISSIONERS OF
ATHENS COUNTY OHIO

By:

/s/ Lenny Eliason

/s/ Charlie Adkins

/s/ Chris Chmiel

FERNDAL BASEBALL ASSOCIATION

By: _____

Toby Metler

Page 6 of 6

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

PLANNER - CONTRACT W/TRIAD - CHAUNCEY BIKE TRAIL EXTENSION PHASE 1 PRELIMINARY DESIGN

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the Triad Engineering, Inc. Professional Services Agreement Civil Design and Surveying Services - (Discussed and approved Feb. 26, 2019 Meeting). Copy of complete agreement on file in Commissioner's Office. (Copied to pages 166-167).

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

EXECUTIVE SESSION - CEBCO - INTERACTIVE HEALTH - CONFERENCE CALL

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 11:38 with CEBCO and a Representative from InterActive Health, to discuss compensation of a public employee.

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

RETURN TO REGULAR SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 11:56.

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

~ Let the record reflect No Action today, they will set up meeting at a later date with the employees and the Clerk.

SCRAP TIRE REMOVAL CONSENT FORM - Impound Lot

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the Ohio EPA Scrap Tire Removal and Cleanup for Counties and Local Governments Division of Materials and Waste Management Form.

During the 1993 creation of the Ohio Scrap Tire Laws, the Ohio General Assembly included Ohio Revised Code (ORC) 3734.85(E) in the statute that allows for state-funded cleanups without subsequent cost recovery of small tire piles (fewer than 2,000 tires) provided that six specific conditions are met (below). In 2012, the Ohio General Assembly increased the maximum number of eligible tires under this statute from 2,000 to 5,000 tires per site.

Scrap Tire Consent and Program Eligibility

This instruction sheet applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities for removal of illegally dumped scrap tires on public property or right of ways.

The Scrap Tire Consent Form is to be used for scrap tire sites having no less than 100 tires and no more than 5,000 tires.

The scrap tires may be any size and may be un-mounted or on rims. Tires collected during tire amnesty collection events are not eligible for pick-up and disposal under this program. (Copied to page 168).

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

RFI - US50 SEWER BROADBAND (Acknowledge receipt)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the following RFI's (US50 Sewer Broadband), for review by the Commissioners.

- * Intellwave Broadband
- * Horizon Telcom Inc.
- * Agile Networks

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

SUSTAIN ABILITY ROADMAP (Discussion re upcoming meeting)

Commissioner Chmiel has reserved the Rec Center for a Meeting on March 25th at 6:00 p.m.

TRAVEL

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

Area 14 WDB

Laurie McKnight - OWA monthly mtg. - March 20 - Columbus, OH

The Forum/Nat. Assoc. Workforce Conf. - March 22-27 - Washington, DC

Comm. Pleas

Melinda Bradford - HB366 Seminar - March 28 - Columbus, OH

Melinda Bradford, Tammy Thatcher - OAM Spring Conf. - April 9-12 - University of Dayton

Auditor

Jill Thompson, Auditor - OCCO Legislative Reception - April 9th - Columbus, OH

Brian Davis - APCO/NENA Conf. - April 14-17 - Sandusky, OH
 The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

Meeting Recessed until 1:30 p.m.

Meeting Reconvened at 1:30 p.m. Commissioner Chmiel Absent from Afternoon Session.

ATHENS CONSERVANCY/CLEAN OHIO PROJECT - BRIAN BLAIR AND JOHN KNOUSE

Discussion with Brian Blair and John Knouse seeking a resolution of support for the Athens Conservancy's Clean Ohio Project to purchase approximately forty-two (42.59 acres) of the Ransom property in Athens Township. Property adjoins the current Lohse Preserve owned by the Athens Conservancy. If funded, the property will be open to the public for non-consumptive uses. According to the Conservancy, the Athens Twp Trustees approved this request at their Feb. 12th Twp. Meeting. Commissioner Adkins and Eliason would like to review further and get more input from the Athens Township Trustees. It will be placed on the March 26th agenda for further discussion.

COUNTY ENGINEER, JEFF MAIDEN -County Highway System Mileage Certification

A motion was made by Mr. Adkins and seconded by Mr. Eliason to ratify Commissioner Eliason's signature on the following 2018 County Highway System Mileage Certification, as recommended by Athens County Engineer, Jeff Maiden:

Ohio Department of Transportation
 Office of Technical Services

2018 County Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than April 1, 2019 or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in. ATHENS County was 363.320 miles as of December 31, 2017, as certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY 2018 and determine the net increase or decrease in mileage.

Add the net change to the 2016 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2018, the county was responsible for maintaining 363.375 miles of public roads. (Copied to page 169).

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

COUNTY ENGINEER - GLOUSTER MAIN STREET PROJECT

A motion was made by Mr. Adkins and seconded by Mr. Eliason approving the following Agreement between the Athens County Commissioners and the Village of Glouster, after review by the Pro. Atty's Office:

AGREEMENT BETWEEN THE ATHENS COUNTY COMMISSIONERS AND THE VILLAGE OF GLOUSTER

The following is an agreement enacted by the Athens County Commissioners and the Village of Glouster, (hereinafter referred to as the Village), in the matter of the stated described project on Tuesday, March 12th, 2019.

SECTION I - Project Description

WHEREAS, the Athens County Engineer has identified the need for the described project: Maintenance Work/ Oakdale Road Detour Route (CR 87-1.53 Slip Project), consisting of:

- (1) Sweep pavement grindings from existing potholes/ load into dump trucks/ haul away
- (2) Excavate Berms I load into dump trucks/ and haul away
- (3) Clean potholes and fill them with asphalt patching material (cold mix)
- (4) Compact asphalt with Caterpillar Steel Drum roller

The work limits for this project begin at the mailbox at 20800 Oakdale Road to the Village Corporation Line (i.e., the beginning of Athens CR 31, Oakdale Rd.)

SECTION II -Consent Statement

Being in the public interest, the Village of Glouster and the Athens County Commissioners give consent to the Athens County Engineer to complete the above described project.

SECTION III -Cooperation Statement

The Village of Glouster shall cooperate with the Athens County Engineer in the above described project as follows:

The Village of Glouster shall reimburse the Athens County Engineer 50% of the cost of Asphalt Cold Mix material used at \$ 95 per ton, not to exceed a maximum of \$4,750. The Athens County Engineer has the material in stock at the Canaanville Depot. The Athens County Engineer will bear 100% of all OTHER costs of the work described in SECTION 1 above. The Village of Glouster will provide one laborer to assist County Crews if requested.

SECTION IV- Authority to Sign

The Glouster Village Council empowered Miles Wolf, the Mayor, with the authority to enter into this agreement at their regular Council Meeting on March 4th, 2019.

SECTION V-Indemnification Clause • The Village of Glouster indemnifies Athens County and holds Athens County harmless for any potential damage done by the project, if any.

Page 1 of 2

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

day and year first above written by affixing the signature of Mayor, Village of Glouster, and the signature of the Board of County Commissioners.

Village of Glouster

By: /s/ Miles Wolf, Mayor

ATHENS COUNTY

/s/ Jeff Maiden, Athens County Engineer

Athens County Commissioner /s/ Lenny Eliason

Athens County Commissioner /s/ Chris Chmiel

APPROVED AS TO FORM: /s/ Sabrina J Ennis

(Copied to page 170).

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

ENGINEER , JEFF MAIDEN - DISCUSSION TRUCKS / FINANCING *(Rescind Motion - New 10 Year Bond 9.3.19)*

Discussion regarding financing of 4 Tandem Trucks and 4 new dump truck beds (stainless steel).

A motion was made by Mr. Adkins and seconded by Mr. Eliason authorizing County Engineer to apply for a Municipal Loan through Hocking Valley Bank if the County Treasurers Office cannot meet the rate of 2.21 % for five (5) years at \$879,008.00.

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

ENGINEER - DISCUSSION RE SOLID WASTE DIST. / Recycling Containers in Amesville

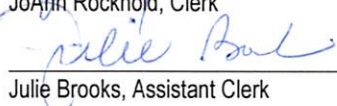
Mr. Maiden will contact Roger Bail at the Solid Waste District regarding this matter.

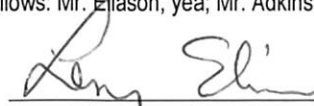
ADJOURN

A motion was made by Mr. Adkins and seconded by Mr. Eliason 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, absent.


JoAnn Rockhold, Clerk


Julie Brooks, Assistant Clerk


Lenny Eliason, President


Chris Chmiel, Vice-President


Charlie Adkins

03/12/2019 09:18
48773ackhald
Athens County
BUDGET TRANSFERS AND AMENDMENTS

Record Number	Year	Per	Journal Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2019	03	170 03/11/2019	4877benitez	transfer	3,177.14	3,177.14	Approved

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

REV. NF1-2016

NEW FUND AND LINE-ITEMS

REQUEST FORM

This form is to be completed in the case of a new fund being created. Please fill out form completely. Also note, areas in Grey are to be completed by Auditor's Office Only.

New Fund Name:

Fines for Clerk of Courts

Receipts for this fund will be coming from:

will be coming from: Clerk of Courts

Receipt and Expenditure Line-Items:

[illegible]

Agency or Department

Requested By

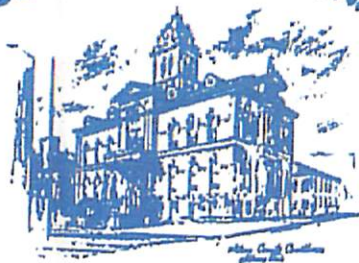
Authorised Signatory

Date _____

SUBMIT THIS FORM TO THE COUNTY AUDITOR'S OFFICE



Athens County Commissioners



15 South Court St.
Athens, Ohio 45701
(740) 592-3219
Visit us at our website:
co.athensoh.org

Charlie Adkins
cadkins@athensoh.org
Chris Chmiel
echmiel@athensoh.org
Lenny Eliason, MPA
leliason@athensoh.org

JoAnn Rockhold
Clerk/Admin. Assistant
jsikorski@athensoh.org
Telephone (740) 592-3292
Fax (740) 594-8010

Signature Certification

Signature of Authorizing Official

This is to certify that the above is the signature of Lenny Eliason, President of the Athens County Commissioners.

Subscribed and duly sworn before me according to law, by the above mentioned individual this 12th day of March, 2019, at Athens, County of Athens and State of Ohio

Signature of Notary



Chelsie McKee
Notary Public, State of Ohio
My Commission Expires
November 5, 2023



Development
Services Agency

Authorized Signature Card for Request for Payment and Status of Funds Report	
Community or Nonprofit Number: 1AE	
Grant Issued in Favor of (Recipient and Address): Athens County 15 S. Court Street Athens, OH 45701	Issued By: The State of Ohio Ohio Development Services Agency Office of Community Development P.O. Box 1001 Columbus, Ohio 43216-1001
Typed Name, Signature and Title: Name: Lenny Eliason Title: President, County Commissioners Signature:	Typed Name, Signature and Title: Name: Nathan Simons Title: Community Development Coordinator Signature:
Typed Name, Signature and Title: Name: Charlie Adkins Title: County Commissioner Signature:	Typed Name, Signature and Title: Name: Jeremy Boggs Title: Housing Coordinator Signature:
Typed Name, Signature and Title: Name: Glen Crippen Title: Community Dev. & Housing Director Signature:	Typed Name, Signature and Title: Name: Anita Six Title: Housing Clerk Signature:
<p>Note -Two Signatures are Required to Sign and Countersign a "Request for Payment and Status of Funds Report" (DS5)</p> <p>I certify that the above signatures are of the individuals authorized to sign Request for Payment and Status of Funds Reports.</p> <p>_____ Date 3/12/19</p> <p> Signature of Authorizing Official (Recipient)</p>	

DS2 - Rev. 10/2012

"If the individual signing on the "Signature of Authorizing Official" line will be signing any "Request for Payment and Status of Funds Report" (DS5 form), a Signature Certificate must be submitted to OCD. A Signature Certificate sample is available on ODC's website at http://development.ohio.gov/cs/cs_cdbg.htm "Fiscal" section. For more information regarding a Signature Certificate, access http://development.ohio.gov/cs/cs_cdbg.htm "Resources" section "Financial Handbook, Attachment 11."

CONTRACT FOR SERVICES

THIS AGREEMENT is made this 12th day of March, 2019, by and between the Athens County Board of County Commissioners ("County"), and Hocking Athens Perry Community Action ("Organization")

WHEREAS the Athens County Board of County Commissioners has authority to make, prescribe and enforce all rules and regulations for the conduct of the business and affairs of the County and the management and control of its properties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **Services to be Performed:** Term: The Organization agrees to provide the services described on Schedule 1 attached hereto for the period beginning March 15, 2019 through June 30, 2019.
2. **Compensation:** The Organization will provide the services described in Schedule 1 attached hereto at an administrative fee of 10% of overall costs associated with the project.
3. **Independent Contractor:** The County and Organization expressly acknowledge and agree that the services to be provided by Organization employees under this Agreement shall be performed as an independent contractor, and not as an agent, employee, joint venture or partner of the Corporation. The parties also expressly acknowledge and agree that with respect to any payments made to Organization hereunder, unless otherwise provided herein, the County shall not: (i) withhold or pay FICA, Medicare or other federal, state or local income or other taxes or charges; or (ii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs.
4. **Termination of Services:** This Agreement shall terminate upon the occurrence of any of the following events:
 - A. If in the reasonable determination of a party, the other party has materially defaulted in the performance of this Agreement, or materially breaches any of its provisions; or
 - B. Upon thirty (30) days written notice by Organization to the Corporation; or upon thirty (30) days written notice by the Corporation to Organization; or
 - C. Immediately upon the mutual agreement of both parties.
5. **Work Product:** All reports or other materials prepared by Organization employees during the term of the contract shall become the property of the County.
5. **Notice:** Any notice, election, request or demand required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, postage prepaid or received by overnight courier, or via email and addressed to the party at the address listed below:

To the County: Athens County Commissioners 15, S Court Street, 2 nd Floor Athens, Ohio 45701	To the Organization: Hocking Athens Perry Community Action ATTN: Glen Crippen, Director Housing & Community Development 3 Cardenas Drive / PO Box 220 Gloucester, Ohio 45732
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7. **Entire Agreement of the Parties:** Modification. This Agreement, superseded any and all agreements, both oral and written, between the parties with respect to the rendering of services by the Organization for the County, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representation, inducements, promises or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
8. **Severability:** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
9. **Force Majeure:** If the performance of either party hereunder is delayed or prevented at any time due to circumstances beyond the control of the other, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of such party shall be excused and shall be excused for so long as the circumstance shall prevent such performance.
10. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.
11. **Construction:** The parties acknowledge that each party has reviewed and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and any modification or amendment thereto.

The parties hereto have executed this Agreement as of the day and year first written above.

CORPORATION:

Athens County Commissioners

By: _____

Larry Elason,

President, Board of Athens County Commissioners

ORGANIZATION:

HOCKING ATHENS PERRY COMMUNITY ACTION

By: _____

Kelly Harris, Executive Director

Approval as to Form:

Mark J. Hinkle 3/28/19
 Keller I. Shapburn, Athens County Prosecutor

SCHEDULE 1**Scope of Services**

- I. Administration of Single component demo project of a residential demolition located at 754 Chestnut Street, Nelsonville, Oh 45764
 - A. Responsible for all activities related to the demolition of the property in accordance with approved demolition guidelines, including, but not limited to:
 1. Pre-qualifying demolition and asbestos contractors
 2. Obtaining necessary permits, utility shut-offs, etc.
 3. Preparing specs for demolition; seeking quotes from pre-qualified contractors
 4. Contracting for asbestos assessment and remediation
 5. Selection of contractor with lowest and best bid
 6. Oversight of demolition
 7. Inspection of site upon completion of demolition, grading and seeding
 8. Greening of property
- II. Management as prescribed and agreed upon of day-to-day business and affairs of the County and the management and control of its properties.
 1. Demolition:
 - a. Create and administer protocols for evaluating and qualifying demolition contractors.
 - b. Maintain various municipal demolition and board-up specifications and permit requirements.
 - c. Manage all demolition contracts.
 - d. Promote strategic planning and strategic demolition strategies both to reduce costs and to achieve highest neighborhood impact.
 - A. Maintain complete and comprehensive records of all activities. Make such public records available upon request. Enter appropriate information into the county software database to which the Organization will be provided access.
 - B. On a quarterly basis, and more frequently as requested by the county, provide a written report to the County Commissioners detailing the operational activities including, but not limited to, property acquisition, maintenance and demolition activities, and property dispositions.
 - C. Other duties as requested by the Athens County Board of Commissioners and agreed on by both parties.

Income Survey Summary

Community: Coolville

County: Athens

Benefit Area: Coolville

Number of Households in Benefit Area: 169

Date of Section 8 Income Limits Used: 8.13.18 FY18

Date Survey Started: 9.22.18

Date Survey Completed: 3.6.19

1. Number of non-LMI households interviewed

1. 63

2. Number of LMI households interviewed

2. 58

3. Total Number of Households Interviewed

3. 121

4. Number of persons in non-LMI households interviewed

4. 164

5. Number of persons in LMI households interviewed

5. 154

6. Total number of persons in households interviewed

6. 318

7. Estimated total population of Benefit Area
(Line 6/Line 3 x # of households in Benefit Area)

7. 444

8. Estimated percentage of LMI households in
Benefit Area (Line 5/Line 6)

8. 48.42

I hereby certify that this information is true and accurate to the best of my knowledge and that the survey was conducted in accordance with Program Policy Notice OCD 17-02 "Qualifying Community Development and Residential Public Infrastructure Projects using Community Development Block Grant National Objectives."

Chief Elected Official: Lenny Eliason (Athens County) (Community Name)

LENNY ELIASON

Lenny Eliason

3/12/19

Print Name

Signature

Date

Water Pollution Control Loan Fund

Final Exhibit 1

Project Name: 2017 HSTS Replacement Program

Borrower: Athens County

Address: 15 S. Court Street

City & State: Athens, OH

Borrower's Authorized Representative: Lenny Ellason

Loan Number: HS390005-0007

Zip Code: 45701

Phone: (740) 592-3219

Project Description

This project is for the repair/replacement of household sewage treatment systems (HSTS) in Athens County.

Cost Data

Activities	Final Disbursed Amount	Total Project Cost
Construction		
HSTS Technical Services - HSTS Installation	\$182,972.56	\$182,972.56
Total Estimated Cost	\$182,972.56	\$182,972.56

WPCLF Loan Information

Interest Rate:	0.0%	Principal Amount:	\$0.00
Term in Years:	20.0	Interest:	\$0.00
Number of Payments:	40	Total Cost of Borrowing:	\$0.00
Participation Rate:	0.0	Payment:	\$0.00
Principal Forgiveness Amount:	\$182,972.56		

WPCLF Total Loan Information

Principal Amount:	\$0.00	Total Cost of Borrowing:	\$0.00
Interest:	\$0.00	Payment:	\$0.00

Project Schedule

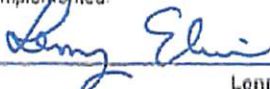
Application Date:	08/30/2016	Project Completion:	11/30/2018
Date of Initial Payment:	N/A		

Pledged Revenues

Section 603(d)(1)(C) of the Clean Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources:

Revenue Source	
Special Assessments	
General Taxes	
Wastewater Service Charge	
Other:	
Total	\$0.00

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WPCLF. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WPCLF as to allow the project to be fully implemented.



Lenny Ellason

3/12/19

Date

Water Pollution Control Loan Fund

Exhibit 1

Project Name: 2019 HSTS Replacement Program

Borrower: Athens County

Address: 15 S. Court Street

City & State: Athens, OH

Borrower's Authorized Representative: Lenny Eliason

Loan Number: HS390005-0009

Zip Code: 45701

Phone: (740) 592-3219

Project Description

This project is for the repair/replacement of household sewage treatment systems (HSTS) in Athens County.

Cost Data

Activities	Eligible	Total Project Cost
Construction		
HSTS Technical Services - HSTS Improvements	\$150,000.00	\$150,000.00
Total Estimated Cost	\$150,000.00	\$150,000.00

WPCLF Loan Information

Interest Rate:	0.0%	Principal Amount:	\$0.00
Term in Years:	20.0	Interest:	\$0.00
Number of Payments:	40	Total Cost of Borrowing:	\$0.00
Participation Rate:	0.0	Payment:	\$0.00
Principal Forgiveness Amount	\$150,000.00		

Project Schedule

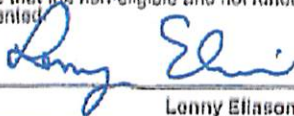
Application Date:	06/31/2018	Project Completion:	11/30/2020
Resolution Date:	01/15/2019	Date of Initial Payment:	N/A

Pledged Revenues

Section 603(d)(1)(C) of the Clean Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources:

Revenue Source	
Special Assessments	
General Taxes	
Wastewater Service Charge	
Other:	
Total	\$0.00

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WPCLF. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WPCLF as to allow the project to be fully implemented.



Lenny Eliason

3/2/19

Date

Water Pollution Control Loan Fund Agreement

(1) "Project Site(s)" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

ARTICLE II - PROPERTY INTEREST IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THEREON

Section 2.1. Project Sites shall be owned by Borrowers prior to the construction of the Project Facilities.

Section 2.2. The Borrower agrees to ensure that, as a condition of its entrance to individual Borrowers, the Director or its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site(s) and Project Facilities, and to examine and inspect the same and to exercise the Director's rights pursuant to this Agreement.

ARTICLE III - CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the Borrower agrees to do all things necessary to ensure construction of the Project Facilities on the Project Site(s).

Section 3.2. The Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Facilities in accordance with the specific terms and conditions of the plans and specifications as represented by the local health district, the Funding of the Significant Impact, and the approved project schedule. The Borrower accepts such performance as an essential element of this Agreement.

(b) The construction contract(s) for the Project Facilities will provide that the designated representatives of the Director will have access to the work whenever it is in preparation or progress and that the contractor will provide for such access and inspection.

(c) The construction of the Project Facilities on the Project Site(s), including the testing of contracts in connection therewith, will conform to and will be performed in compliance with this Agreement, all applicable requirements of federal, state, and local laws, ordinances, rules and regulations, including, without limitation, all applicable federal, state, and local environmental laws and regulations. In the event of a conflict between a contract and this Agreement, the terms of this Agreement shall prevail. All contracts shall include a statement that "in the event of a conflict between a contract and the WPCLF Assistance Agreement, the provisions of the WPCLF Assistance Agreement shall prevail."

(d) All construction contracts and contractors' estimate forms will be prepared so that materials and equipment furnished to the Borrower may be readily identified by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.

(e) It will not submit requests for disbursement of non-Eligible Project Costs. It, based on a project request submitted by the Borrower, the Director or the OPRM, disburses funds from the WPCLF which are subsequently determined to be for non-Eligible Project Costs, the Director will be under no obligation to provide WPCLF funding beyond the Eligible Project Costs as shown on Exhibit 1, as amended.

Revised February 2019

WPCLF Basic Sewage Treatment System

Page 3 of 9

Water Pollution Control Loan Fund Agreement

(f) Any damage or changes regardless of cause that substantially modify the proposed Project Facilities or alter the direct or indirect impact of the Project Facilities upon the environment will be submitted to the Director for prior approval. The Borrower shall not submit to the OPRM or to the Director payment requests for Eligible Project Costs associated with the damage unless until the Director's approval has been obtained.

(g) The Borrower shall not submit to the OPRM or to the Director payment requests for Eligible Project Costs unless the Borrower is in full compliance with the terms of this agreement.

(h) Expenses other than provided in this Agreement, the Borrower shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.3. The Borrower shall keep accurate records of the Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Accounting Standards (GASAS). The Borrower shall permit the Director, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and certification, which certification may include examination for compliance with the CFA and Ohio Revised Code Section 611.036, and the Borrower shall submit to the Director such documents and information as they may require in connection therewith.

Section 3.4. The Borrower shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of its contract.

Section 3.5. The Borrower shall require that each of its contractors and all subcontractors maintain during the life of the contract, Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Fidelity Insurance if appropriate. Until the Project Facilities are completed and accepted by the Borrower, the Borrower (or the agent of the Borrower) the contractor shall maintain General Liability Insurance (two and extended coverage) or the equivalent on a 100 percent basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the Director, the Borrower, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.6. The Borrower shall provide and maintain competent and adequate technical services through the local health district with jurisdiction over the Project Facilities. These services shall include the supervision and inspection of the development and construction of the Project Facilities in accordance with the specific terms and conditions of each of the following:

(a) applicable state and local laws, regulations, ordinances, and standards for the design of the Project Facilities, including those contained in the Guidelines. Where a conflict may exist between local standards and those identified in the Guidelines, those of the Guidelines shall be followed.

(b) approved plans and specifications on file with the local health district that has jurisdiction over the individual Project Facilities;

(c) the Funding of No Significant Impact; and

(d) any Director-approved project plans and specifications, or Director-approved amendments thereto.

Revised February 2019

WPCLF Basic Sewage Treatment System

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Water Pollution Control Loan Agreement

Section 3.7. Subject to the terms and conditions of this agreement and as approved by the Director, and upon completion by the Borrower with all applicable requirements of the WFLA, Ohio Revised Code Section 611.05, and the CFAA that must be met before recording the assignment of Eligible Project Cents, the Director shall request that Eligible Project Cents be disbursed by the WFLA. In the event this agreement is terminated by the Director pursuant to and not in breach of the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether subject to or without the consent of the parties, or in the event this Agreement is terminated by the Director, any Eligible Project Cents disbursed but not expended for eligible Project Facilities shall be due and payable by and to the WFLA on the day after said termination, or, at the Director's option, upon terms mutually agreed to between the Director and the Borrower.

Section 3.8. Upon being satisfied that the applicable pre-condition requirements of this Agreement have been met, the Director shall request that the WFLA deliver to the Borrower a certificate, signed by the trustee for the WFLA (hereinafter referred to as the "Trustee," which has been obtained from a Trust Agreement with the Director and the WFLA to provide for the administration of the WFLA), certifying that monies in the amount necessary to pay all Eligible Project Cents are available or are due within the present WFLA Federal letter of credit ceiling and have been set aside by the Trustee to pay such Eligible Project Cents. When such Eligible Project Cents have been disbursed and payment requested from the WFLA by the Borrower, subject to the terms and provisions of this Agreement and the Borrower's Agreement, the Director shall request that the WFLA make the Trustee to disburse monies of the WFLA to the payment of the monies, damages for payment, or other evidence of cost incurred to be made to the persons or entities entitled to payment in conformity with the reimbursement of funds set forth in such certificate to pay such obligated Eligible Project Cents.

Section 3.9. Upon completion of the Project Facilities, the Borrower shall make a full and complete accounting to the Director of the final Eligible Project Costs.

Section 3.10. The Borrower shall comply with all federal and state laws, executive orders, regulations, policies, and conditions relating to WFLA's activities.

ARTICLE IV - GENERAL REPRESENTATIONS AND WARRANTIES

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to ensure compliance, with all applicable federal, state, and local laws, ordinances, rules, regulations, and provisions of this Agreement, including without limitation the CFAA and Ohio Revised Code Section 611.05, subject to the rights to contest in good faith the issue of non-compliance, and

(b) There is no litigation or administrative action or proceeding pending or, to the best of the Borrower's knowledge and belief, threatened against the Borrower, which has not been disclosed to the Director in writing prior to the effective date, whether a third party or the Borrower could reasonably be expected to have a material adverse effect on the ability of the Borrower to meet its obligations under this Agreement, and

Water Pollution Control Loan Agreement

ARTICLE V - MISCELLANEOUS PROVISIONS

Section 5.1. Any invoice, accounting, demand, or other communication under this Agreement by a party to this Agreement to the other party or to the OPDA shall be sufficiently given or delivered if it is deposited by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(c) in the case of the OPDA, is addressed to or delivered by hand to:

Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215
Attn: Executive Director

and,

(d) in the case of the Director, is addressed to or delivered by hand to:

Ohio Environmental Protection Agency
Lazarus Government Center
50 West Towne Street, Suite 700
P.O. Box 1849
Columbus, Ohio 43215-1049
Attn: Chief, Division of Environmental and Financial Assistance

and,

(e) in the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or to such other addressee with respect to any such party as that party may from time to time designate in writing and forward to the other parties as provided in this Section.

Section 5.2. Any approval of the Director required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the Director or the satisfaction or evidence of satisfaction of the Director shall be interpreted as requiring a response by the granting, withholding, or expediting such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 5.3. This Agreement is made subject to, and conditioned upon, the approval of this Agreement as to terms by the Council to the Director and upon the certification of availability of funds as provided in Section 3.B. hereof.

Section 5.4. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable. In lieu thereof the parties agree that there shall be added a provision as similar to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Section 5.5. This Agreement shall become effective as of the Effective Date, and this Agreement shall continue in full force and effect until the day the obligations of the Borrower under this Agreement have been fully satisfied.

Dated February 2019

WRAP Home Sewage Treatment System

Page 7 of 9

Water Pollution Control Loan Agreement

Section 5.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, firm, bond, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the Director. The Director, at his option, may assign this Agreement without the consent of the Borrower.

Remainder of this page intentionally blank.

Dated February 2019

WRAP Home Sewage Treatment System

Page 8 of 9

Water Pollution Control Loan Fund Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the "Effective Date."

APPROVED AS TO FORM

By

Ohio EPA Council

Print Name

OHIO ENVIRONMENTAL PROTECTION AGENCY

By

Lorinda A. Stevenson, Director

Date

APPROVED AS TO FORM

By

Borrower Council

BORROWER

By

Authorized Representative

Print Name

Kelli S. Blackburn

Print Name

L. Gary Elgin

Title

Regional Mgr.

Date

3/19/19

**TRIAD ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT
CIVIL DESIGN AND SURVEYING SERVICES**

This agreement is entered into by Triad Engineering, Inc. (Triad) and the Client as identified below. Client accepts and hereby engages Triad to perform certain professional services as set forth in the Scope of Work of Triad Proposal No. 04-19-0034 dated February 5, 2019, the terms of which are incorporated herein by reference. In consideration for Triad's professional services, Client agrees to be bound by the terms and conditions of this Agreement.

ACCEPTANCE AND AGREEMENT TO TERMS AND CONDITIONS

By his or her signature below, signer affirmatively represents that he or she:

- A. Is an authorized agent and representative of Client;
- B. Has full actual authority to sign this Agreement for and on behalf of Client;
- C. Has read and fully understood the terms and conditions of this Agreement;
- D. Is authorized by Client to bind Client to the terms and conditions of this Agreement, including but not limited to the Financial Responsibility set forth in Paragraph 1 – Payment Terms; and,
- E. That Client is fully aware of the terms and conditions of this Agreement.

ACCEPTED AND AGREED ON BEHALF OF TRIAD CLIENT:

Full Legal Name of Triad Client: Athens County Commissioners

Typed/Printed Name of Signatory: Lenny Ellison

Position/Title of Signatory: Athens County Commissioners Board President

Signature:  Date: 3/12/19

BILLING INFORMATION (Please complete the following to assist us in proper invoicing):

Project Site Physical Address: Chauncey Bike Trail ~~Association~~ Extension ~~Competition~~

Triad Client Billing Address: 20 West Union St., Suite B
Athens, OH 45701

Invoicing Contact Name: Jessie Powers

Invoicing Contact Phone: (740) 517-4543 Facsimile Number: _____

Invoicing Contact Email Address: jpowers@athensoh.org

PO Number or Other Reference: _____

Special Instructions for Invoicing: _____

TRIAD
TRIAD ENGINEERING, INC.

MD OH PA VA WV

February 5, 2019

Ms. Jessie Powers
Planning Director
Athens County Regional Planning Commission
280 West Union Street, Suite B
Athens, OH 45701

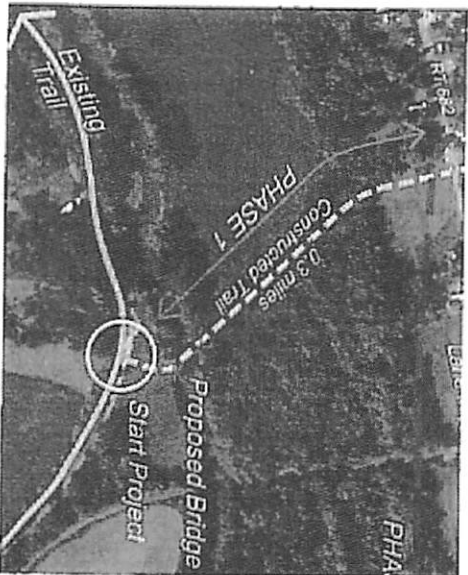
RE: Chauncey Bike Trail Extension
Phase I - Preliminary Design
Village of Chauncey, Athens County, Ohio
Triad Proposal No. 04-19-0034

Dear Ms. Powers:

Triad Engineering, Inc. (Triad) is pleased to submit this proposal for preliminary engineering design services for the above referenced project. This proposal outlines our understanding of the project, describes our planned scope of work and contains an estimate of the fee for our services.

SECTION I - PROJECT DESCRIPTION

The project is a bike trail located near Chauncey, Ohio and is labeled as "PHASE 1" on the image below:



10541 Tays Valley Road | Scott Depot, WV 25560
804.755.0721 | 804.755.1880 | www.triadeng.com

Chauncey Bike Trail Extension Phase I - Preliminary Design
Village of Chauncey, Athens County, Ohio
Triad Proposal No. 04-19-0034

Page 2
February 5, 2019

SECTION II - CIVIL DESIGN SERVICES

Triad's project consists of performing preliminary design for the bike trail, including a bridge over the Hocking River. This design will consist of a general horizontal and vertical alignments as well as identification of key features and structures. Construction limits based on 3:1 slopes will be estimated. It is our understanding that this preliminary design will be used to estimate the boundaries for environmental and cultural surveys that must be performed.

SECTION III - CIVIL DESIGN SERVICES

TRIAD proposes to perform the above described work for a lump sum fee of \$4,000.00

SECTION IV - AUTHORIZATION

This proposal and the attached Professional Services Agreement (PSA) represent the entire understanding between you and Triad with respect to the subject project. If our scope of services and related fees are acceptable, please complete the attached PSA and return it to us. Our receipt of the signed PSA will constitute formal notice to proceed. This proposal will remain open for a period of sixty (60) days from this date.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,
TRIAD ENGINEERING, INC.

L. Lee McCoy, Jr., P.E.
Civil Engineering and Survey Services Manager



**Scrap Tire Removal Certifications and Consent Form
for Counties and Local Governments**
Division of Materials and Waste Management

This Scrap Tire Removal Certification and Consent form applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities applying for removal of illegally dumped scrap tires on public property or right of ways pursuant to Ohio Revised Code (ORC) 3734.85(E).

Section 1: Scrap Tire Temporary Storage Location

This section of this form applies to the current, temporary storage location of the scrap tires. The temporary storage location is the location where the state contractors will enter to remove scrap tires. Please attach a copy of the property deed to this form.

1) The undersigned represents the owner of a parcel of real estate located in Athens Ohio,

whose legal description is recorded in 193,358 of the Athens County deeds as attached.

a) Address: 9009 Sand Ridge Rd.
City: Millfield, OH Zip Code: 45761

If applicable, other directions to better describe location of scrap tire location (for example: the site is 500 yards north of 14 Spring Street or at the SE corner of Elm and Oak):

At the corner of Sand Ridge Rd. and State Route 13 is the Athens County Sheriff's Impound Lot and the tires are kept under the shed of the blue building.

b) Insert the approximate number of scrap tires to be removed: _____

NOTE: The items below apply to the signatory of this form. By signing, the signatory verifies that they understand and agree to the following.

- The undersigned hereby authorizes and consents to the entry upon the above-described real estate by officers, employees, authorized representatives, or contractors of the State of Ohio, upon showing proper identification, for such actions as are necessary to remove scrap tires and other associated solid wastes, if any, from the above-described real estate.
- The undersigned hereby certifies that there are 5,000 or less scrap tires located on the above-described real estate. ORC 3734.85(E)
- The undersigned hereby agrees to waive any claims which may arise against the State of Ohio or their officers, employees, authorized representatives, or contractors in the course of performing the actions described above. The undersigned hereby also agrees to hold harmless the State of Ohio, or any officers, employees, authorized representatives, or contractors utilized by the Ohio Environmental Protection Agency to affect the removal, for any damage to property incurred during the course of action under this Scrap Tire Removal Certifications and Consent Form, except to gross negligence or intentional misconduct.

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Revised 4/2017

- The undersigned agrees to provide any assistance requested by the Ohio Environmental Protection Agency or their officers, employees, authorized representatives, or contractors of the Ohio Environmental Protection Agency in locating scrap tires on the above-described real estate or making arrangements to facilitate their removal.
- This consent is granted so that the State of Ohio can undertake the removal of up to 5,000 scrap tires and other solid wastes at the above-described real estate at no cost to the undersigned and without a lien attached to the property pursuant to ORC 3734.85.
- The undersigned certifies that the information provided in this request is truthful and in compliance with Ohio Revised Code § 2921.13.

Section 2: Scrap Tire Collection Area(s)

This section of this form applies to property area(s) where scrap tires (located at above-described real estate), were picked up by road crews and/or volunteers, etc., from public property, roadways, rights-of-way or during river clean-up sweeps.

- The undersigned hereby certifies as a representative of the owner of the property that the scrap tires temporarily stored at the above described real estate, were picked up from public property, roadways, rights-of-way, or during river sweeps.
- The undersigned hereby certifies as a representative of the owner of the property that the tires were placed on the property after the owner acquired title to the property.
- The undersigned hereby certifies that as a representative of the owner of the property, the owner did not have knowledge that the tires were being placed on the property, or the owner posted on the property signs prohibiting dumping, or took other action to prevent the placing of tires on the property. ORC 3734.85(E)(2)
- The undersigned hereby certifies that as a representative of the owner of the property, the owner did not participate in or consent to the placement of tires on the property. ORC 3734.85(E)(3)
- The undersigned hereby certifies that as a representative of the owner of the property, the owner received no financial benefit from placing of the tires on the property or otherwise having the tires on the property. ORC 3734.85(E)(4)
- The undersigned hereby certifies that as a representative of the owner of the property, the title to the property was not transferred to the owner for the purpose of evading liability under ORC 3734.85(A), ORC 3734.85(E)(5)
- The undersigned hereby certifies that as a representative of the owner of the property, the person responsible for the placing the tires on the property, in doing so, was not acting as an agent for the owner of the property. ORC 3734.85(E)(6)
- The undersigned, as a representative of the owner of the property, hereby relinquishes any claim of an ownership interest in any scrap tires or solid waste that are removed or in any proceeds from their sale.
- The undersigned, as a representative of the owner of the property, agrees that this consent shall remain in effect for a period of 2 (two) years. During this two-year period, all scrap tire removal requests will include the 1) date and address of the site, 2) tire count for each area and Secondary Identification Number assigned by Ohio EPA for subsequent scrap tire removal.

Printed Name(s): Athens County Board of Commissioners - Lenny Ellason, President

Mailing Address: 15 S. Court St.

City: Athens State: OH Zip Code: 45701

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Revised 4/2017

Phone: (740) 592-3222 Email: lellason@athensohio.org

Project Point of Contact: Mike Cooper, Athens City County Health Dept Phone: (740) 591-0619

Date: 3/12/2019

Signature of Authorized Agent of Property Owner:



Ohio Department of Transportation

Office of Technical Services

2018 County Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than April 1, 2019 or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in ATHENS County
was 363.320 miles as of December 31, 2017,

as certified by the Board of County Commissioners and/or reported by the Director of Transportation
in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY 2018 and determine the net increase or decrease in mileage.
Add the net change to the 2016 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2018,

the county was responsible for maintaining 363.375 miles of public roads.

[Signature]
Signature of President of Board of County Commissioners

3/12/19
Date

Commissioner Signature

Date

[Signature]
Commissioner Signature

3/12/19
Date

County Engineer Signature

Date

Comments:

Please return a completed, signed copy of this form along with proper documentation of any changes made to:

Ohio Department of Transportation
Office of Technical Services
Mail Stop #3210
1980 West Broad St. 2nd Floor
Columbus, Ohio 43223
Attn: Michael Greenwood (614) 466-2852

AGREEMENT BETWEEN THE ATHENS COUNTY COMMISSIONERS AND THE
VILLAGE OF GLOUSTER

The following is an agreement enacted by the Athens County Commissioners and the Village of Gloucester, (hereinafter referred to as the Village), in the matter of the stated described project on Tuesday, March 12th, 2019.

SECTION I - Project Description

WHEREAS, the Athens County Engineer has identified the need for the described project:

Maintenance Work/ Oakdale Road Detour Route (CR 87-1.53 Slip Project), consisting of:

- (1) Sweep pavement grindings from existing potholes/ load into dump trucks/ haul away
- (2) Excavate Berms / load into dump trucks/ and haul away
- (3) Clean potholes and fill them with asphalt patching material (cold mix)
- (4) Compact asphalt with Caterpillar Steel Drum roller

The work limits for this project begin at the mailbox at 20800 Oakdale Road to the Village Corporation Line (i.e., the beginning of Athens CR 31, Oakdale Rd.)

SECTION II - Consent Statement

Being in the public interest, the Village of Gloucester and the Athens County Commissioners give consent to the Athens County Engineer to complete the above described project.

SECTION III - Cooperation Statement

The Village of Gloucester shall cooperate with the Athens County Engineer in the above described project as follows:

The Village of Gloucester shall reimburse the Athens County Engineer 50% of the cost of Asphalt Cold Mix material used at \$ 95 per ton, not to exceed a maximum of \$4,750. The Athens County Engineer has the material in stock at the Canaanville Depot. The Athens County Engineer will bear 100% of all OTHER costs of the work described in SECTION I above. The Village of Gloucester will provide one laborer to assist County Crews if requested.

SECTION IV - Authority to Sign

The Gloucester Village Council empowered Miles Wolf, the Mayor, with the authority to enter into this agreement at their regular Council Meeting on March 4th, 2019.

SECTION V - Indemnification Clause

The Village of Gloucester indemnifies Athens County and holds Athens County harmless for any potential damage done by the project, if any.

PAGE 1 of 2

Page 1 of 2

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of Mayor, Village of Gloucester, and the signature of the Board of County Commissioners.

Village of Gloucester

By: _____

Miles Wolf, Mayor

ATHENS COUNTY

Jeff Maiden, Athens County Engineer

Athens County Commissioner

Athens County Commissioner

Athens County Commissioner

APPROVED AS TO FORM:

By: _____

PAGE 2 of 2