

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

AGENDA

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

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda for Sept. 3, 2019 - Convenes at 9:30 a.m.

Approve Agenda

Approve Appropriations, Transfers, New Line Items Requests/Changes

Additional:

Fund to Fund Transfer - Reimb. For Veteran's Serv. Rent & Utilities
\$5,289.93 from 1100.560100 Comm. Other to 2571.412880 JFS Public Assistance

Approve Bills

10:00 Chris Cooper - Intellwave

11:15 Jeff Maiden - Engineer Bid Award CR89/94

~ AGENDA ITEMS

Utility Permits
ACWSD Extensions
317 Board Resignation
HDR Draw down
OWDA Lavelle Disbursement Request
Sheriff's Certificate of Fines (Acknowledge Receipt)
Pro. Atty. Annual Report (Acknowledge Receipt)
Municipal Court Insurance
EODA Board Member Nomination
Sheriff - Noble Co. Jail Contract
Recess Meeting (attend Glouster Council Meeting)

~TRAVEL

Auditor
Scott Dunfee - Ohio GIS Conf. - Sept.23-25 - Columbus, OH

~ADJOURNMENT

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

APPROPRIATIONS, TRANSFERS, NEW LINE ITEMS REQUESTS/CHANGES

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

Additional:

Fund to Fund Transfer - Reimb. For Veteran's Serv. Rent & Utilities
\$5,289.93 from 1100.560100 Comm. Other to 2571.412880 JFS Public Assistance

SHERIFF - NOBLE CO. JAIL CONTRACT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Noble County Jail Contract as follows:

Noble County Jail Housing Contract

WHEREAS, this contract is made this 3rd day of September, 2019, by and between the Board of County Commissioners of Noble County, Ohio, hereafter referred to as "County", the Sheriff of Noble County, hereinafter referred to as "Sheriff", and the county of Athens, hereafter referred to "Contractor".

WHEREAS, Contractor wishes to confine in the Noble County Jail such prisoners as have been charged with misdemeanors and felonies who are awaiting trial or serving a sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Contractor or the term herein set forth.

WITNESSETH:

In consideration of the mutual covenants herein made, each of the parties agree as follows:

1. The County shall receive, keep, board, and safely maintain in the Noble County Jail on the behalf of the Contractor the following persons:

a. All persons arrested by Contractor for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Noble County for purpose of compensation under this contract.

b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentence imposed for that violation expect as provided in paragraphs 4-9 below.

c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designed as prisoners in this contract.

2. The Contractor shall pay to Noble County the sum of sixty dollars (60.00) per day for each person incarcerated in Noble County Jail under paragraph 1.

3. Prisoners confined in the Noble County Jail shall be subject to the rules and regulations of the jail which apply to all prisoners therein.

4. The County may reject and refuse to receive any prisoners who may be affected with prior medical problems, afflicted with any contagious, infectious, or venereal disease, mental illness, illness, or injury that has not been treated prior to entry into the Noble County Jail or having received any prisoners so affected without

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knowledge thereof, upon discovery of such condition in any prisoner thereafter. The County may refuse to keep such prisoners thereafter following notice to Contractor

and following receipt of such notice Contractor agrees to receive back such affected prisoner.

5. The Sheriff or designee may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail or any other reason that the Sheriff or designee deems pertinent at the time.

6. Contractor agrees to pay for all medical, surgical, dental, ophthalmology and pharmaceutical expenses incurred on behalf of a prisoner including doctor fee's, hospital fees, ambulance, and prescriptions. The County currently has a nurse on staff three day per week. Assessments will be completed at no cost to Contractor. The nurse will take care of getting prescriptions refilled through Coler Pharmacy. The County will pay the Coler Pharmacy bill and Contractor will be sent an itemized statement for housing and Pharmacy, to be paid to the "Noble County Treasurer".

7. Contractor shall transport and provide security anytime a prisoner must leave the Noble County Jail for any reason, unless a court orders that no transportation or security is needed.

8. Contractor shall bear the expense of the burial of a prisoner who dies in the Noble County Jail, if the body is not claimed for interment at the expenses of friends or relatives.

9. No persons under eighteen (18) years of age shall be received.

10. The Noble County Sheriff's Office shall provide and itemized statement of the amount due each month for housing contracted prisoners. Payment shall be made by Contractor to the Noble County Sheriff, 420 Olive Street, Caldwell, Ohio 43724 within 30 days of the date of the statement. The Noble County Sheriff may refuse to accept Contractor prisoners if timely payment is not made.

11. Contractor agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Noble County Jail, as prescribed by the Sheriff, Board of Noble County Commissioners, Common Pleas, Probate, and Juvenile Judges, and the Department of Rehabilitation and corrections.

12. This agreement may be terminated by either party during its term, provided that such termination shall be affected by a 90-day written notice.

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ATHENS COUNTY COMMISSIONERS

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

WITNESS

/s/ JoAnn Rockhold

Approved as to form
Prosecuting Attorney

County Sheriff

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13. This agreement shall be effective as of _____

14. The term of this agreement shall be for one (1) year plus the time after signing of this contract and continuing until _____.

15. All former contracts and/or agreements between the parties hereto relative to the subject matter of the contract are hereby canceled and terminated.

16. This agreement entered into on behalf of the County pursuant to Resolution Number 903-519 passed 9/3/2019 (please insert resolution number and date) Any alteration of this contract shall result in the contract being null and void.

IN WITNESS WHEREOF, of the parties hereto, be their respective duly authorized officers, none hereto caused their names be transcribed on the day first written above.

NOBLE COUNTY COMMISSIONERS

WITNESS

Approved as to form
Prosecuting Attorney

Noble County Sheriff

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(Signature page copied to page 523).

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

ENGINEER - AGRMT. / AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL - ATHENS TWP. LUHRIG ROAD BRIDGE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the OPWC Application for Financial Assistance for the ATH-TR242-3.33 Bridge and Road Construction Project Priority 2. Funding Requested \$399,600.00; the Authorization Legislation Designating Official and the Cooperation Agreement Resolution No. 903-520, and authorize Commissioner Eliason's signature on all paperwork regarding the ATH-TR 242-3.33 Bridge and Road Construction Project. Copies on file in Commissioners Office.

(Copied to pages 524-527).

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

ENGINEER - CONTRACT BID AWARD - ALAN STONE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins awarding the Athens County Engineer ATH-CR89/94-2.14/0.29 Landslide Repairs Project to Alan Stone Co., Inc., in the amount of \$219,729.00, enter into contract, authorizing Commissioner Eliason's signature on all related documentation.

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

ENGINEER - DISCUSSION TRUCK PURCHASE - 10 Year Bond Approved

Engineer Jeff Maiden discussed with the Commissioners the need to purchase new equipment/trucks. He spoke with Dennis Schwallie, regarding a ten (10) year bond with Dinsmore & Shohl LLP.

(Equipment Request Sheet Copied to page 528).

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the issuance of a ten (10) year bond, pending it meets all specifications.

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

ENGINEER RESCIND MOTION FROM MARCH 12, 2019 - 5 YEAR BOND

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to rescind the Motion from March 12th, 2019, replace with Motion above, 10 year Bond.

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

UTILITY PERMITS

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

Permit No. 19-182

From: DHDC Engineering Consulting Services, Inc.

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

Location of work: 7456 Radford Rd., 8760 Elliottsville Rd., 4 Annette Dr.

Description of Work to be Performed: Soil boring, 1 at each location within right of way. Perform soils for geo-technical investigation. Boring will be back filled with auger cuttings. Hole will be approx. 8" diameter.

Type of Installation: Soil boring, no installation

Estimated Project Schedule: 8/26/2019 to 9/13/2019

Agreed to by: /s/ Michael Sminchau

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

From: US50 Sewer/Alexander Twp.

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

Location of work: Site 9,13,15 within right-of-way for US50 Sewer Project.

Description of Work to be Performed: Sewer - Installation of gravity and force main sanitary sewer to serve 1,200 homes in Athens County.

Type of Installation: Underground (buried) Line Parallel to Road. Underground (buried) Line Crossing Road.

Estimated Project Schedule: 10/01/2019 To 12/01/2021

Agreed to by: /s/ HDR Inc. Kyle Schwieterman, Proj. Mgr.

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

From: US50 Sewer/Athens Twp.

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

Location of work: see attached map and plan set. Site 9,13,15 within right of way.

Description of Work to be Performed: Sewer - Installation of gravity and force main sanitary sewer to serve 1,200 homes in Athens County.

Type of Installation: Underground (buried) Line Parallel to Road. Underground (buried) Line Crossing Road.

Estimated Project Schedule: 10/01/2019 To 12/01/2021

Agreed to by: /s/ HDR Inc. Kyle Schwieterman, Proj. Mgr.

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

Permit No. 19-183

From: US50 Sewer Athens County

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

Location of work: CR10, 19 Baker Rd. Hebbardsville Rd., Fisher Rd., Radford Rd., Selby Rd.

CR17, 19, 79, 9 Salem Rd., See map for specific locations.

Description of Work to be Performed: Sewer - Installation of gravity and force main sanitary sewer to serve 1,200 homes in Athens County. County Roads Baker Rd., Hebbardsville Rd., Fisher Rd., Radford Rd., Selby Rd., and Salem Rd. are anticipated to be impacted.

Type of Installation: Underground (buried) Line Parallel to Road. Underground (buried) Line Crossing Road.

Estimated Project Schedule: 10/01/2019 To 12/01/2021

Agreed to by: /s/ HDR Inc. Kyle Schwieterman, Proj. Mgr.

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.

ACWSD EXTENSIONS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by Nikki Carr for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$320.53 with past due, \$187.60 with \$62.60 to be paid by 9-11-2019. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

317 BOARD RESIGNATION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins accepting the resignation of Dr. Dan Alder from the 317 Board.

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

US50 SEWER - OWDA LAVELLE DISBURSEMENT REQUEST

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the OWDA / Lavelle Disbursement Request #24 - Account No. 7958 for the US50 Sanitary Sewer System Improv. Phase 3 - Invoice Amount: \$26,949.20. (Copied to page 529).

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

US50 SEWER - OWDA/HDR DISBURSEMENT REQUEST

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the OWDA / HDR Disbursement Request No. 23 - Acct. No. 7958 for the US50 Sanitary Sewer System Improv. Phase 3 Final Phase - Invoice Amount: \$53,307.25. (Copied to page 530).
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

SHERIFF CERTIFICATION OF FINES (ACKNOWLEDGE RECEIPT)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the Annual Report of Certification of Fines, pursuant to the Ohio Revised Code 311.16. Total of fines and costs collected by the Athens County Sheriff's Office in the amount of \$38,082.51 for the year preceding September 1, 2019. Copy of Report on File.
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

PROSECUTING ATTORNEY ANNUAL REPORT (ACKNOWLEDGE RECEIPT)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the Certification of cases prosecuted by the Pro. Atty.'s Office from September 1, 2018 through August 30, 2019, pursuant to Ohio Revised Code Section 309.16. Copy of Report on File.
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

MUNICIPAL COURT INSURANCE - Tabled

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to Table until next week.
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

EODA BOARD MEMBER NOMINATION - Sara Marrs-Maxfield

A motion was made by Mr. Chmiel and seconded by Mr. Adkins appointing Sara Marrs-Maxfield as the Athens County member.. Current Term expires on December 31, 2019. New Term: January 1, 2020 - December 31, 2021.
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

TRAVEL

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Travel:
Auditor
Scott Dunfee - Ohio GIS Conf. - Sept.23-25 - Columbus, OH
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

INTELLIWAVE , CHRIS COOPER US50 Sewer Broadband Discussion

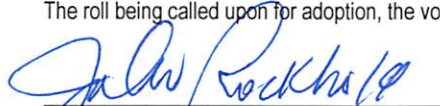
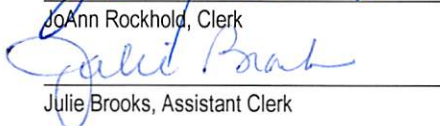
Discussion with Mr. Cooper regarding the US50 Sewer Project and a possible joint trench agreement with Intelliwave.for Broadband expansion, as an opportunity to also expand the broadband in the service area.
USDA has stated (per email dated August 27th to Mr. Chmiel, they cannot fund projects in this matter (combine an RD funded project with a separate un-funded project). The Commissioners stated that Mr. Cooper will need to contact USDA, regarding their letter dated February 2017, referring to their "Dig Once" Policy.
Commissioner Eliason stated they will not hold up the bidding process due to strict time line. Mr. Cooper will return next week with more information.



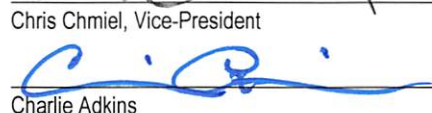
RECESS MEETING - ATTEND GLOUSTER COUNCIL MEETING SEPT. 9TH AT 5:00 P.M.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to recess the September 3rd Meeting, for the Commissioner's to attend the Gloucester Council Meeting on Sept. 9th at 5:00 p.m.
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

ADJOURN - AFTER COMMISSIONERS ATTEND THE GLOUSTER COUNCIL MEETING ON SEPT. 9TH AT 5:00 P.M.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adjourn the above meeting, after the Gloucester Council Meeting on Sept. 9th at 5:00 p.m.
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.


JoAnn Rockhold, Clerk

Julie Brooks, Assistant Clerk


Lenny Eliason, President

Chris Chmiel, Vice-President

Charlie Adkins

Noble County Jail Housing Contract

WHEREAS, this contract is made this 3rd day of September, 2019, by and between the Board of County Commissioners of Noble County, Ohio, hereafter referred to as "County", the Sheriff of Noble County, hereinafter referred to as "Sheriff", and the county of Athens hereafter referred to as "Contractor".

WHEREAS, Contractor wishes to confine in the Noble County Jail such prisoners as have been charged with misdemeanors and felonies who are awaiting trial or serving a sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Contractor or the term herein set forth.

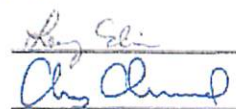
WITNESSETH:

In consideration of the mutual covenants herein made, each of the parties agree as follows:

1. The County shall receive, keep, board, and safely maintain in the Noble County Jail on the behalf of the Contractor the following persons:
 - a. All persons arrested by Contractor for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Noble County for purpose of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentence imposed for that violation except as provided in paragraphs 4-9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designed as prisoners in this contract.
2. The Contractor shall pay to Noble County the sum of sixty dollars (\$60.00) per day for each person incarcerated in Noble County Jail under paragraph 1.
3. Prisoners confined in the Noble County Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be affected with prior medical problems, afflicted with any contagious, infectious, or venereal disease, mental illness, illness, or injury that has not been treated prior to entry into the Noble County Jail, or having received any prisoners so affected without

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Athens COUNTY COMMISSIONERS




County Sheriff

WITNESS



Approved as to form

Prosecuting Attorney

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knowledge thereof, upon discovery of such condition in any prisoner thereafter. The County may refuse to keep such prisoners thereafter following notice to Contractor and following receipt of such notice Contractor agrees to receive back such affected prisoner.

5. The Sheriff or designee may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail or any other reason that the Sheriff or designee deems pertinent at the time.
6. Contractor agrees to pay for all medical, surgical, dental, ophthalmology and pharmaceutical expenses incurred on behalf of a prisoner including doctor fees, hospital fees, ambulance, and prescriptions. The County currently has a nurse on staff three day per week. Assessments will be completed at no cost to Contractor. The nurse will take care of getting prescriptions refilled through Coler Pharmacy. The County will pay the Coler Pharmacy bill and Contractor will be sent an itemized statement for housing and Pharmacy, to be paid to the "Noble County Treasurer".
7. Contractor shall transport and provide security anytime a prisoner must leave the Noble County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Noble County Jail, if the body is not claimed for interment at the expenses of friends or relatives.
9. No persons under eighteen (18) years of age shall be received.
10. The Noble County Sheriff's Office shall provide and itemized statement of the amount due each month for housing contracted prisoners. Payment shall be made by Contractor to the Noble County Sheriff, 420 Olive Street, Caldwell, Ohio 43724 within 30 days of the date of the statement. The Noble County Sheriff may refuse to accept Contractor prisoners if timely payment is not made.
11. Contractor agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Noble County Jail, as prescribed by the Sheriff, Board of Noble County Commissioners, Common Pleas, Probate, and Juvenile Judges, and the Department of Rehabilitation and corrections.
12. This agreement may be terminated by either party during its term, provided that such termination shall be effected by a 90-day written notice.

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13. This agreement shall be effective as of _____.

14. The term of this agreement shall be for one (1) year plus the time after signing of this contract and continuing until _____.

15. All former contracts and/or agreements between the parties hereto relative to the subject matter of the contract are hereby canceled and terminated.

16. This agreement entered into on behalf of the County pursuant to Resolution Number 903-5/9 passed _____ (attach copies of resolution number and date)


Any violation of this contract shall result in the contract being null and void.

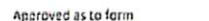
IN WITNESS WHEREOF, of the parties hereto, be their respective duly authorized officers, none hereto caused their names be transcribed on the day first written above.

NOBLE COUNTY COMMISSIONERS

WITNESS





Noble County Sheriff

Prosecuting Attorney

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OHIO
PUBLIC WORKS
Form 60AState of Ohio
Public Works Commission
Application for Financial Assistance

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

Applicant: Athens County Subdivision Code: 009-00006
 District Number: 18 County: Athens Date: 08/27/2019
 Contact: Jeff Maliken, Athens County Engineer
 (The individual who will be available during business hours and who can read or understand the response to questions) Phone: (740) 593-5514
 Email: jmaliken@athensohio.org FAX: (740) 592-4515

Project Name: ATH-TR243-3.33 Bridge and Road Construction Project - Priority 2 Zip Code: 45701
 Subdivision Type Project Type Funding Request Summary
 (Select one) (Select single project component by #) (Automatically populates from page 2)
☒ 1. County ☒ 1. Road Total Project Cost: \$40,000.00
☐ 2. City ☐ 2. Bridge/Overpass 1. Grant: \$39,500.00
☐ 3. Township ☐ 3. Water Supply 2. Loan: 0.00
☐ 4. Village ☐ 4. Wastewater 3. Loan Assistance/
☐ 5. Water (\$119 Water District) ☐ 5. Solid Waste Credit Enhancement: 0.00
☐ 6. Stormwater Funding Requested: \$39,500.00

District Recommendation (To be completed by the District Committee)

Funding Type Requested
 (Select one)
☐ State Capital Improvement Program
☐ Local Transportation Improvement Program
☐ Revolving Loan Program
☐ Small Government Program
 District SO Priority: _____
 Loan Assistance / Credit Enhancement Amount: .00

For OPWC Use Only

STATUS Grant Amount: .00 Loan Type: ☐ SCIP ☐ RLP
 Project Number: Loan Amount: .00 Date Construction End: _____
 Release Date: Total Funding: .00 Date Maturity: _____
 OPWC Approval: Local Participation: % Rate: %
 OPWC Participation: % Term: Yrs

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

1.1 Project Estimated Costs

Engineering Services

Preliminary Design: .00
 Final Design: .00
 Construction Administration: 40,000.00
 Total Engineering Services: a.) 40,000.00 8 %
 Right of Way: b.) .00
 Construction: c.) 500,000.00
 Materials Purchased Directly: d.) .00
 Permits, Advertising, Legal: e.) .00
 Construction Contingencies: f.) .00 0 %
 Total Estimated Costs: g.) 540,000.00

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account: a.) .00
 Local Revenues: b.) 140,400.00
 Other Public Revenues: c.) .00
 ODOT / FHWA PID: d.) .00
 USDA Rural Development: e.) .00
 OEPA / OHWA: f.) .00
 ODBG: g.) .00
☐ County Endowment or Community Dev. "Formula"
☐ Department of Development
 Other: h.) .00
 Subtotal Local Resources: i.) 140,400.00 26 %

OPWC Funds (Check all requested and enter Amount)

Grant: 100 % of OPWC Funds j.) 399,600.00
 Loan: 0 % of OPWC Funds k.) .00
 Loan Assistance / Credit Enhancement: l.) 0.00
 Subtotal OPWC Funds: m.) 399,600.00 74 %
 Total Financial Resources: n.) 540,000.00 100 %

1.3 Availability of Local Funds

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

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement: 540,000 .00 100 %
 2.2 Total Portion of Project New / Expansion: 0 .00 0 %
 2.3 Total Project: 540,000 .00 100 %

3.0 Project Schedule

3.1 Engineering / Design / Right of Way Begin Date: 01/02/2020 End Date: 05/29/2020
 3.2 Bid Advertisement and Award Begin Date: 06/14/2020 End Date: 07/14/2020
 3.3 Construction Begin Date: 08/10/2020 End Date: 12/05/2020
 Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.
 Failure to meet project schedule may result in termination of agreement for approved projects.
 Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

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

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 45 Years Age: 1938 (Year built or year of last major improvement)
 Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT 810 Year 2015 Projected ADT 1,100 Year 2050
 Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.
 Residential Water Rate Current \$ Proposed \$
 Number of households served: _____
 Residential Wastewater Rate Current \$ Proposed \$
 Number of households served: _____
 Stormwater: Number of households served: _____

4.3 Project Description

A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

This project proposes to realign approximately 550 ft of roadway and replace the bridge (SFN 0547077) on TR242-Living Rd located 0.15 miles from SR682 situated in Section 22 of Athens Township.

B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement.) 1,000 character limit.

Perform clearing and grubbing; Demo the existing structure and remove existing road pavement; Perform the excavation and embankment for the new roadway; Prepare subgrade for proposed box culvert.

Place the new box culvert; Form and pour wing walls; Place backfill around the structure; Place rock channel protection around the ends of the box culvert; Place and compact road subgrade. The bridge and road will be paved with three layers of hot mix asphalt.

617 stone material will placed along the berms of the road and compacted.

Type 5 guardrail will then be constructed. Exposed soil areas will be seeded and mulched.

C: PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and size, mgd capacity, etc. to detail.) 500 character limit.

TR242-3.33 Bridge: Ex. structure=14'Wx8'Hx20'L (13' wide roadway)/ Pr. structure=14'Wx8'Hx40'L (20' wide roadway)

Roadway: The existing roadway is 20' wide but necks down to 13' wide at the bridge. By realigning the roadway (approx. 550 feet) and replacing the bridge, the proposed road will be a consistent 20' wide.

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer

(Person authorized in legislation to sign project agreements)

Name: Lenny Ellison
 Title: President, Athens County Commissioners
 Address: 15 S. Court Street
Room 234
 City: Athens State: OH Zip: 45701
 Phone: (740) 592-3219
 FAX: (740) 594-8010
 E-Mail: lellison@athensoh.org

5.2 Chief Financial Officer

(Can not also serve as CEO)

Name: Jill Thompson
 Title: Athens County Auditor
 Address: 15 S. Court Street
Room 330
 City: Athens State: OH Zip: 45701
 Phone: (740) 592-3225
 FAX: (740) 594-3270
 E-Mail: jthompson@athensoh.org

5.3 Project Manager

Name: Donsie Stevens, PE, PS
 Title: Assistant Engineer
 Address: 16000 Canaanville Road
 City: Athens State: OH Zip: 45701
 Phone: (740) 593-6514
 FAX: (740) 592-4616
 E-Mail: dstevens@athensoh.org

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- ☒ A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- ☒ A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RFP or SCIF), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- ☒ A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and number.
- ☒ A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- ☐ Farmland Preservation Review - The Governor's Executive Order 98-34, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- ☐ Capital Improvements Report, OR Required by O.R.C. Chapter 164.06 on standard form.
- ☒ Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in writing your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Lenny Ellison, President

 Certified Representative (Printed Name, Type or Print Name and Title)
 Original Signature / Date Signed 9/3/19

"COOPERATION AGREEMENT"

ATTACHMENT K

This is a Cooperative Agreement for a joint project between Athens County and Athens Township for the construction of a 14' span bridge and the construction of approximately 550 feet of Athens Township Road 242 (Luhrig Road).

RESOLUTION No. 903-520

The Athens Co. Commissioners/ Athens County Engineer and the Athens Township Trustees enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the ATH-TR 242-3.33 Bridge and Road Construction Project.

The Athens Co. Commissioners/ Athens County Engineer will provide funds totaling 42 % of the cost of the ATH-TR 242-3.33 Bridge and Road Construction Project. Such funds will come from the Road fund (481).

Athens Township Trustees will provide funds totaling 58% of the cost of the ATH-TR 242-3.33 Bridge and Road Construction Project. Such funds will come from the #2031 - Road and Bridge fund.

Athens Township Trustees authorizes The Athens Co. Commissioners/ Athens County Engineer to be the lead applicant and to sign all necessary documents.

The Athens Co. Commissioners/ Athens County Engineer agrees to pay its 42% of the cost as invoices are due or as otherwise agreed upon.

Athens Township Trustees agrees to pay its 58% of the cost as invoices are due or as otherwise agreed upon.

[Signature]
Athens Co. Commissioner

[Signature]
Athens Township Trustee

[Signature]
Athens Co. Commissioner

[Signature]
Athens Township Trustee

[Signature]
Athens Co. Commissioner

[Signature]
Athens Township Trustee

[Signature]
Athens Co. Engineer

AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL

ATTACHMENT C

A RESOLUTION AUTHORIZING Jeff Maiden, County Engineer TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

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

WHEREAS, the Athens County is planning to make capital improvements to Township Road 242 - Luhrig Road with a Bridge and Road Construction Project, and

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

NOW THEREFORE, BE IT RESOLVED by the Athens County Commissioners with a motion by Mr. Chisel and a second by Mr. Atkins :

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

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

Passed: 9/3/19

Signed: [Signature]
Jeff Maiden, Clerk



ATHENS COUNTY ENGINEER'S OFFICE

Jeff Malden, P.E., P.S., Athens County Engineer
 16000 Canaanville Road Athens, Ohio 45701
 Office (740) 593-5514 • Fax (740) 592-4616

Updated 9/9/19

2019 EQUIPMENT PURCHASE

New Equipment

Replacement Equipment	Hours/Mileage	Vendor or Source	Price
Gradall XL4100 (new) add-on: tree limb shear	15 years 6,400 hours	Southeastern Equipment	\$ 407,000.16
Road widener single side discharge w/remote (new)		Southeastern Equipment	\$ 13,770.00
		Southeastern Equipment	\$ 45,994.00
A CAT 938M w/scale (new) - Loader		Weller Machinery	\$ 197,194.86
B CASE 721G w/scale (new) - Loader	33 years 6,000 hours	Southeastern Equipment	\$ 198,604.07
John Deere 6110M tractor (new)		Kenn-Feld Group	\$ 74,073.66
Diamond 22' Boom mower (new)	15 years 598 hours	Kalida Truck Equipment	\$ 52,000.00
2 - John Deere 6110M Tractor (new)		Kenn-Feld Group	\$ 159,343.88
1 - 2016 John Deere 6110R (used 124 hours)	20 years	Kenn-Feld Group	\$ 72,817.95
3 - Shuhle 10' Batwing mowers (new)	15 years	Niska Marketing	\$ 63,680.70
3 - John Deere 620R loaders for 3 tractors		Kenn-Feld Group	\$ 20,457.00

*Of our current four mower tractors, two of them are 2014 models - one with a bad transmission, and the other is showing signs of internal failure in transmission and hydraulic system. Two of them of 1999 models - one with 3,354 hours and one with 6,985 hours.

TOTAL REQUESTED PRICE = \$ 1,106,412.22
 TOTAL APPROVED PRICE = \$ 879,003.00
 TOTAL PURCHASE PRICE = \$ 1,985,420.22
 TOTAL VARIATIONS PRICE = \$ 14,579.78
 TOTAL FINAL APPROVAL PRICE = \$ 2,000,000.00

Ohio Water Development Authority Fund Payment Request

LGA Name: Athens County

Project Name: US 50 Sanitary Sewer System Improv Phase 3

Account Number: 7958

EPA Loan Number:

Disbursement Request: 24

Date Prepared: 08/30/2019 10:29:35 AM

Contractor Name		Encumbered	Disbursed	Balance
OW	OWDA Fee	\$5,448.00	\$5,448.00	\$0.00
TS	Technical Services	\$708,700.00	\$578,670.80	\$128,029.20
T88	Land	\$850,000.00	\$594,493.15	\$255,506.85

Payee	Invoice #	Invoice Date	Invoice Amount	Requested Amount
Lavelle Law Offices, LPA		08/30/2019	\$28,949.20	\$28,949.20
			Total	\$28,949.20

			Total:	\$1,562,148.00	\$1,205,561.15	\$356,586.85
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I hereby certify that this request for disbursement is a true and accurate request for disbursement, that it is made in accordance with the terms and conditions of the above referenced loan agreement, and all hourly wages on the project have been paid in accordance with the wage rates as required by the above referenced loan agreement. This request for disbursement represents eligible project costs previously un-requested, and that an inspection has been performed with all work being done in accordance with the terms of the contract award(s).

For Ohio Water Development Authority Use

Date	Voucher Number	Amount

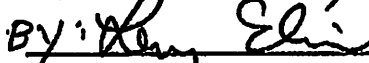


Signature of Preparer

FRANK LAVELLE

Name of Preparer (Printed):

ATHENS COUNTY COMMISSIONERS

BY: 

Signature of Borrower's Authorized Representative

LENNY ELIASON, PRES

Name of Borrower's Authorized Representative (Printed):

Ohio Water Development Authority

