

**REGULAR SESSION****Agenda**

**THE BOARD OF ATHENS COUNTY COMMISSIONERS**, met in regular session October 9, 2018 ,with Lenny Eliason presiding,  
Charlie Adkins and Chris Chmiel in attendance.

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 October 9, 2018 – Convenes at 9:45 a.m.

Approve Agenda

Approve Appropriations, Transfers, New Line Items Requests/Changes

Approve Bills

10:00 Home Care and Hospice Proclamation

10:15 Patrick McGarry - Health Department

10:45 Rick Callebs - EMS

11:00 Frank Lavelle

**~AGENDA ITEMS**

Amended Certificate

Dog Shelter Volunteers

Data Board Recommendations

December Meeting Date Change (CCAO Conf.)

HAPCAP - Letter

Trimble Twp. Road 521-312 - Reschedule

Danny and Pat Hill Resolution

November Meeting Date Changed

ACWS- Extension Request

LEPC Appointment

Carthage Twp. Road 115

Engineer - ATH CR33 Paving Project

EMS Land Use and Lease Agreement

Dog Warden Callout

Easement City of Athens - Hillcrest

BDT Contract - EMS Station

**~TRAVEL**

Aug Elm 10/9/18

Aug Almid  
10/9/18



10/09/2018 09:29  
4877jrockhold

Athens County  
BUDGET TRANSFERS AND AMENDMENTS

P 1  
bgamdent

Record Number	Year	Per	Journal	Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2018	09	761	09/27/2018	4877lchambliss	Transfer	500.00	500.00	Held
2	2018	10	10	10/02/2018	4877apierson	TRANSFER	21,485.55	21,485.55	Pending Approval
3	2018	10	11	10/02/2018	4877apierson	TRANSFER	6,000.00	6,000.00	Pending Approval
4	2018	10	180	10/04/2018	4877ccagg	INCREASE	10,000.00	0.00	Pending Approval
5	2018	10	183	10/04/2018	4877ocrockron	Indirects	21,390.00	21,390.00	Approved
6	2018	10	201	10/05/2018	4877cmckee	TRANSFER	5,166.00	5,166.00	Pending Approval
7	2018	10	202	10/05/2018	4877cmckee	TRANSFER	30,000.00	30,000.00	Pending Approval
8	2018	10	207	10/05/2018	4877clucas	Approp	341,000.00	0.00	Pending Approval
9	2018	10	208	10/05/2018	4877cmckee	TRANSFER	1,000.00	1,000.00	Pending Approval
10	2018	10	214	10/09/2018	4877cmckee	APPROPRIAT	131,001.87	0.00	Pending Approval
11	2018	10	221	10/09/2018	4877clucas	Certificat	1,274,679.52	0.00	Pending Approval

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

EMS

Chief Rick Callebs - Ohio EMS Chiefs Assoc. Mrg. - October 3, 2018 - Columbus, Ohio

Commissioners & Staff

CCAO Winter Conference - December 9-11, 2018 - Convention Center - Columbus, Ohio

JoAnn Rockhold - EMA Conference - October 17-18, 2018 - Columbus, Ohio

Recorder, Jessica Markins - ORA Fall Conference - Sept. 26-27, 2018 - Columbus, Ohio

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Approve Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: October 9, 2018

(Copied to page 515).

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 10/3/2018 To: 10/9/2018 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.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the Amended Certificate, dated October 9, 2018 prepared by Jill Thompson, Athens County Auditor.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Athens County Dog Shelter agreement release of liability for volunteers, upon completion of Training, as recommended by Mary Beth Brown, Athens County Dog Warden. Signed volunteer forms kept on file at the Dog Shelter.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the request from the Athens County Board of Developmental Disabilities to purchase four (4) Microsoft Surface Pros with docs, as recommended by the Data Processing Board. They will be used by

**Approve Appropriations, Transfers, New Line Items Requests/Changes**

**Bills**

**Amended Certificate**

**Dog Shelter Agreement**

**ACBDD - Approve Purchase of Surface Pros**

# Athens County Commissioners



Charlie Adkins  
cadkins@athensoh.org

Chris Chmiel  
echmiel@athensoh.org

Lenny Eliason, MPA  
leliason@athensoh.org

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

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

October 3, 2018

Matthew LaMantia, Deputy Chief  
Office of Community Development  
Ohio Development Services Agency  
77 South High Street  
Columbus, Ohio 43215

Dear Mr. LaMantia,

In response to the letter dated September 21, 2018, PY 2018 Community Housing Impact and Preservation (CHIP) Program Conditional Award letter, all activity elements will adhere to OCD Program Policy Notice 15-03 – Finance Mechanisms. Attached also is a new activity elements sheet for the rental rehabilitation activity as requested. Also Athens County will ensure that all households served with OHTF funds will be at or below 50% of the area median income.

Respectfully,

Lenny Eliason  
President, Athens County Commissioners



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



Printed on recycled paper

caseworkers and early intervention specialists. Total: \$4,030.40.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Commissioner Meeting Date Changes:

Tuesday, November 13<sup>th</sup> to Thursday, November 15<sup>th</sup>

Tuesday, December 11<sup>th</sup> to Thursday, December 13<sup>th</sup>

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following letter regarding the PY2018 CHIP Program, as recommended by HAPCAP, Glen Crippen:

October 3, 2018

Matthew LaMantia, Deputy Chief  
Office of Community Development  
Ohio Development Services Agency  
77 South High Street  
Columbus, Ohio 43215

Dear Mr. LaMantia,

In response to the letter dated September 21, 2018, PY 2018 Community Housing Impact and Preservation (CHIP) Program Conditional Award letter, all activity elements will adhere to OCD Program Policy Notice 15-03 - Finance Mechanisms. Attached also is a new activity elements sheet for the rental rehabilitation activity as requested. Also Athens County will ensure that all households served with OHTF funds will be at or below 50% of the area median income.

Respectfully,

/s/ Lenny Eliason

President, Athens County Commissioners

(Copied to page 516).

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to reschedule the Trimble Twp. #521 Road Viewing and Hearing for Thursday, November 15<sup>th</sup>, at 9:00 (Viewing) and 10:00 Hearing.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Resolution for Danny and Pat Hill, Federal

**Commissioner Meeting Date Changes  
Nov. 13 to Nov. 15 - Dec. 11 to Dec. 13**

**HAPCAP - PY2018 CHIP Letter**

**Trimble Twp. #521 Road Viewing Rescheduled**

**Resolution - Danny/Pat Hill Fed Hock SD**

**NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT**  
**SECTION 1311.252 OHIO REVISED CODE**

State of Ohio,            )  
                                  ) ss:  
County of Athens        )

Lenny Eliason being first duly sworn, says that:

1.     Affiant is the President of the Athens County Board of Commissioners, 15 S. Court Street, Athens, Ohio, 45701.

2.     The Public Authority will be commencing a public improvement identified as follows:  
**PROJECT DESCRIPTION:**     ATH-CR33A-0.00 PAVING PROJECT

3.     The following lists the name, address and trade of each of the principle contractors working on this public improvement:

<u>NAME</u>	<u>ADDRESS</u>
Nuko Paving Inc.	11 Hollingshead Rd, Wellston, OH 45692

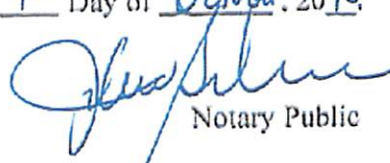
4.     The following lists the names and addresses of the sureties for all of those principle contractors:

<u>PRINCIPLE CONTRACTOR</u>	<u>NAME OF SURETY</u>	<u>ADDRESS OF SURETY</u>
Nuko Paving Inc.	American Contractors Indemnity Company	801 South Figueroa Street, Suite 700 Los Angeles, CA 90017

5.     For the purpose of serving an affidavit pursuant to Revised Code 1311.26, service may be made upon the following representative of the Public Authority:

Lenny Eliason, President of Athens County Board of Commissioners  
15 S. Court Street, Athens, Ohio, 45701.

SWORN TO before me and subscribed in my presence this 9<sup>th</sup> Day of October, 2018.

  
Notary Public

Hocking School District:

BOARD OF ATHENS COUNTY  
COMMISSIONERS  
PROCLAMATION

WHEREAS, the Athens County Commissioners desire to honor Danny and Pat Hill, for their dedication, loyalty, and years of service to the Federal Hocking School District, and;

WHEREAS, Danny and Pat Hill have a combined 60 years of outstanding service to the school system, athletes and athletic programs, and;

WHEREAS, Danny taught Physical Education and Health for 21 years at FHHS (1967-1988). He started the Federal Hocking Football program in 1967 and served as the Head Football Coach for 6 years (1967-1972), Assistant Football Coach for 3 years (1975-1978), Head Baseball Coach for 5 years (1968-1972) and Athletic Director for 11 years (1980-1991). Danny was also the school's Driver's Education instructor. He also chaperoned countless dances, class events, Proms and homecomings, and;

WHEREAS, Pat was the first Superintendent's Secretary for the newly consolidated Federal Hocking Local School District. She then became the Business Education Instructor at the High School from 1969 thru her retirement in 1973 with a total of 25 years in education. In addition to her regular classroom duties, Pat served as the Newspaper Advisor, the Future Business Leaders of America Advisor, the Student Council Advisor and Class Advisor for many years; helping to chaperone countless Dances, class events, proms and homecomings, and;

WHEREAS, the Athens County Commissioners, along with the Federal Hocking School District, its students, staff, parents and community, at the dedication of this new Field House facility in your name. We commend, you both, for your outstanding commitment to the school system and to its athletes and athletic programs, now;

THEREFORE, BE IT RESOLVED, that we, the Board of County Commissioners, of Athens County, Ohio hereby declare Friday, October 5, 2018, as "Danny and Pat Hill day" in Athens County.

Signed the 5th day of October, 2018

Attested:

\_\_\_\_\_  
/s/ Lenny Eliason, President

\_\_\_\_\_  
/s/ JoAnn Rockhold, Clerk

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

\_\_\_\_\_  
/s/ Charlie Adkins

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by Katheryn McPherson, for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$111.03 with \$71.03 to be paid by October 10, 2018. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

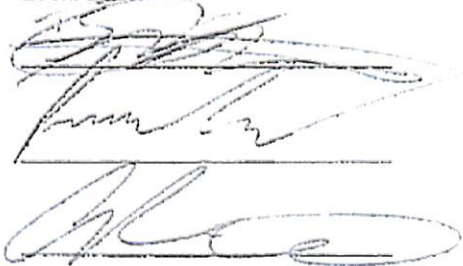
**ACWSD - Extension Request - K. McPherson**



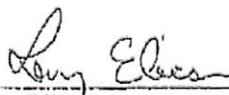


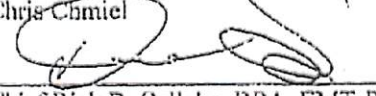
SIGNATURE PAGE

In witness whereof, the parties have executed this Agreement as of the 2<sup>nd</sup> day of  
OCTOBER, 2018 in Athens County, Ohio.

The International Association of Fire Fighters  
Athens County EMS Association  
Local 5126



Athens County Board of Commissioners

  
Lenny Ellison  
  
Charlie Adkins  
  
Chris Chmiel  
  
Chief Rick B. Cullebs, BPA, EMT-P

Approved as to Form:

  
Keller Blackburn, Esq.  
Athens County Prosecuting Attorney

Approved as to Content:

  
Jeff A. Stankunas, Esq.  
Isaac Wiles, Burkholder & Tector, LLC



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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by Tony and Pam Sullivan for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$180.66 with \$100.66 to be paid by October 12, 2018. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

**ACWSD - Extension Request - T & P Sullivan**

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the appointment of DJFS Director, Jean Demosky, to the State Emergency Local Emergency Planning Committee (LEPC). Community Group member. Term: August 15, 2017 through August 14, 2019.

**LEPC Appt. - Jean Demosky**

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve and set the Carthage Township Road #115 Viewing and Hearing for November 20<sup>th</sup>, 2018, 9:00 a.m. (Viewing) and 10:00 a.m. (Hearing).

**Carthage Twp. #115 Road Viewing/Hearing Set**

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Notice of Commencement of Public Improvement Section 1311.252 Ohio Revised Code, for the ATH-CR33A-0.00 Paving Project, as recommended by Athens County Engineer, Jeff Maiden.

**Engineer - Notice of Commencement  
ATHCR33A Paving**

(Copied to page 517 ).

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

~ Dog Warden Callout Policy - Discussion regarding review of the Callout Policy from last week's meeting. Commissioner Adkins will have the Dog Shelter staff sign off on Policy if approved.

**Dog Shelter - Callout Policy**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Dog Warden Callout Policy:

Subject: DOG WARDEN/HUMANE Section: PROCEDURAL

SOG Number: SOG-2.03P

Effective Date: 1/23/2018 Revision Date: 1/23/2018 Review Date: 7/1/2017

Approval Authority Title and Signature: /s/ Aaron Maynard, Interim Director

Page: 1 of 2

PURPOSE:

The purpose of the procedure is to assure that calls for service regarding domestic animals are handled in the appropriate manner.

PROCEDURE:

Contacting the Dog Warden/Humane Officer:

Athens County Animal Control Officers handle all dog complaints, Aggressive or Vicious Dogs, dog bites, injured domesticated animals and Humane Issues. If an

## EMERGENCY MEDICAL SERVICES LAND USE AND LEASE AGREEMENT

This Emergency Medical Services Land Use and Lease Agreement ("Agreement") is entered into on October 4, 2018 (the "Effective Date") by and between THE CITY OF ATHENS, OHIO and The Athens County Commissioners, on behalf of ATHENS COUNTY, OHIO (together, the "Parties").

### RECITALS

WHEREAS, THE CITY OF ATHENS (the "City") owns approximately 13.596 acres near Kenny Drive located in Athens, Ohio (the "Property"); and

WHEREAS, the City obtained the Property as a donation from a private party on the condition that ATHENS COUNTY, OHIO (the "County") would be permitted to build an Emergency Medical Services Station ("EMS Station") on the Property; and

WHEREAS, the County has indicated a desire to build and own the EMS Station to administer emergency medical services to Athens County;

NOW THEREFORE, the Parties set forth the following rights and responsibilities with regard to access and use of the Property, pursuant to this Agreement:

### TERMS AND CONDITIONS OF AGREEMENT

1. Incorporation by Reference: The foregoing Recitals to this Agreement are incorporated herein by reference as if the same are set forth more fully herein.

#### 2. Building of EMS Station.

A. The County is permitted to build an EMS Station on the Property in its desired location pursuant to the building plans attached hereto as Exhibit A.

B. The County agrees to maintain an open line of communication with the City regarding variations from the original plans, major developments, or other pertinent information. The County further agrees to communicate pertinent information in writing in a timely manner.

C. The County will have two (2) years from the Effective Date to begin construction on the EMS Station. If the County does not exercise its option to build an EMS Station on the Property within two (2) years of the Effective Date, its option to build on the Property or use the Property for any other purpose will expire.

D. If the County begins construction on the EMS Station within two (2) years of the Effective Date, the County will have two (2) years from the date construction begins to complete the EMS Station and begin operating it for Emergency Medical Services (hereinafter defined) (the "Completion Date"). If the County fails to complete construction by the Completion Date, the County's option to build and operate an EMS station as well as use the Property for any other purpose will expire. The County will be responsible for removing any partially constructed structures.

emergency call is reported after hours, the telecommunicator will contact the "On Call" Dog Warden. The Athens County Dog Warden may request back up from a law enforcement officer. All other non-emergency calls will be referred back to the dog shelter to leave a message for normal business hours, (740)593-5415.

**Non-Emergency Calls for Service:**

Those who contact this agency for calls for service that are not an immediate public safety risk should be advised when an Animal Control officer will be on duty and he/she should call back at that time. Examples of such calls for service would include but not limited to:

1. Confined Strays
2. Stray Dogs
3. Pickup Owners Dog

**Emergency Calls for Service:**

The following are emergency calls for service that the Dog Warden shall be contacted:

1. Injured animal - owner not known/present.
2. Vicious animal - owner not known/present.
3. Police impound.
4. Bite calls - dog loose, owner/responding officers unable to contain the dog; severe injuries.

Anytime Communicator(s) are unsure of whether a call falls under the emergency response guidelines, or if the nature of the call makes it questionable, the Communicator(s) will contact the on-call Dog Warden officer for guidance.

**Documenting Calls for Service:**

A CAD Event shall be created for these calls. The Dog Warden will notify dispatch when they are responding, on scene and clear from a call. Appropriate safety checks are required.

" The Dog Warden is responsible for faxing an updated "On Call" list to ACEC. After hours emergency contact numbers are located in the rolodex under: "ATHENS COUNTY DOG SHELTER"

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

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

**Travel**

**EMS**

Chief Rick Callebs - Ohio EMS Chiefs Assoc. Mrg. - October 3, 2018 - Columbus, Ohio

**Commissioners & Staff**

CCAO Winter Conference - December 9-11, 2018 - Convention Center - Columbus, Ohio

JoAnn Rockhold - EMA Conference - October 17-18, 2018 - Columbus, Ohio

Recorder, Jessica Markins - ORA Fall Conference - Sept. 26-27, 2018 - Columbus, Ohio

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to declare November Home Care and Hospice Month with the following Proclamation:

**Proclamation - November Home Care/Hospice  
Palliative Care Month**

C. **Utilities.** The County shall pay or cause to be paid all charges for all utilities to the EMS Station or used on or related to the EMS Station.

5. **The City's Right of First Refusal.** If at any time (1) the County desires to sell the EMS Station, or (2) The EMS Station ceases to operate for Emergency Medical Services, the City shall have the right of first refusal to purchase the EMS Station from the County.

A. The right of first refusal means the County will offer the EMS Station to the City for sale first, before any other party. While the City considers whether or not it will purchase the EMS Station, the County will not negotiate or advertise the sale of the EMS Station.

B. The County shall notify the City in writing of its intent to sell the EMS Station or that the EMS Station will cease operating as a facility that provides Emergency Medical Services.

C. The City will have sixty (60) calendar days to notify the County in writing whether or not it will begin negotiations with the County to purchase the EMS Station, or whether it is declining its option to purchase.

D. The City's exercise of its right to negotiate with the County for the purpose of purchasing the EMS Station in no way obligates the City to purchase the EMS Station.

6. **Leasing Classroom.**

A. If the County elects to build a training classroom inside the EMS Station (the "Classroom"), the City will be permitted to use the Classroom for training activities when not in use by the County.

B. If the County elects to build the Classroom, a separate agreement will be executed between the Parties outlining the use and responsibilities for the Classroom. Scheduling for the Classroom may take place via electronic mail.

7. **Notice.**

A. When written notice is required, it should be made to the following individuals via the United States Postal Service or electronic mail:

For the City:  
Albion Fire Chief  
Albion County EMS Chief  
or his/her designee.

8. **County Insurance.** Throughout the construction and operation of the EMS Station, County, shall, at the sole expense, protect and maintain with respect to the EMS Station, commercial general liability insurance, including bodily injury, property damages liability and fire damage liability against any and all damages and liability on account of or arising out of injuries to or the death of any person or damage to the property, however occasioned, in, on or about the EMS Station in amounts not

E. If the County is delayed in completion of construction of the EMS Station due to any act or neglect by the City, or changes in orders in the work, or by weather conditions, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable accidents, or any causes beyond the County's control, then the Completion Date shall be extended for the period of any such cause. The Parties may, by written agreement, extend the Completion Date or all of such causes.

F. If at a later date the County wishes to construct additional structures or otherwise develop the property depicted in Exhibit A, the City must give written approval.

3. **Lease of Property.**

A. The County shall be permitted to lease the property depicted in Exhibit A for the annual sum of one dollar (\$1.00), due on October 1 of each year. If October 1 falls on a Saturday, Sunday, or holiday, the next business day.

B. The term of this Agreement shall be for thirty (30) years beginning October 1, 2018 notwithstanding the contingencies limitations in Sections 2(C) and 2(D). This Agreement shall automatically renew for four (4) five (5) year terms (until October 1, 2068). If the County wishes to terminate this Agreement prior to October 1, 2068, or assign its interest in this Agreement to a third party, it must give the City sixty (60) days' written notice.

C. The County will be permitted to use parking lots on the Property. The construction and expense allocation between the Parties of building such parking lots shall be determined at a future date.

D. **Maintenance.** The expense allocation between the Parties for snow removal, landscaping, and parking lot maintenance of any and all parking lots or other shared areas on the Property will be determined at a future date. The County will be responsible for lawn care, snow removal, and landscaping for the area immediately surrounding the EMS Station as shown in Exhibit A.

4. **Operation of EMS Station.**

A. The County will own and operate the EMS Station for the purpose of receiving 911 calls and dispatching medical emergency services as necessary ("Emergency Medical Services").

B. The EMS Station may be operated by another entity besides the County on the conditions that:

1. The EMS Station is still used for Emergency Medical Services, and the EMS station continues to provide service to the City of Albion.

2. The entity operating the EMS Station is bound by any and all contracts and agreements between the Parties regarding the use and operation of the EMS Station, and

3. the County continues to own the EMS Station.

NATIONAL HOME CARE/HOSPICE PALLIATIVE CARE MONTH  
NOVEMBER 2018  
PROCLAMATION

WHEREAS, home care, hospice and palliative care empower people to live as fully as possible, surrounded and supported by family and loved ones, despite serious and life-limiting illness;

WHEREAS, home care, hospice and palliative care bring patients and family caregivers the highest quality care delivered by an interdisciplinary team of skilled professionals that includes physicians, nurses, social workers, therapists, counselors, health aides, spiritual care providers and others who make the wishes of each patient and family a priority;

WHEREAS, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers;

WHEREAS, Each year, home care, hospice saves Medicare more than \$2 billion by providing solutions for physicians, care to patients and comfort to families anywhere, at any time.

WHEREAS, every year more than 1.65 million Americans living with life-limiting illness, and their families, received care from the nation's home care, hospice programs in communities throughout the United States;

WHEREAS, more than 450,000 trained volunteers contribute 21 million hours of service to home care, hospice programs annually;

WHEREAS, home care, hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals;

NOW, THEREFORE, be it resolved that the Board of Athens County Commissioners, do hereby proclaim November 2018 as National Home Care, Hospice Palliative Care Month and encourage citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

Signed on this day, October 9th, 2018

\_\_\_\_\_  
/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.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins accepting the responsible and approved bid from the lowest bidder, Southeastern Excavating, LLC, as Contractor for the following projects, as recommended by Patrick McGarry, Health Department for the 2018

**Health Dept. - HSTS Sewer Proj. Bids Approved**

[The remainder of this page is intentionally left blank. Signature page follows.]

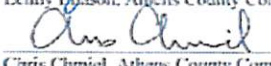
IN WITNESS WHEREOF, the parties execute this Emergency Medical Services Land Use and Lease Agreement.

THE CITY OF ATHENS

BY:   
Andy Stone, City of Athens Service Safety Director

ATHENS COUNTY

BY:   
Lenny Gibson, Athens County Commissioner

BY:   
Chris Chmiel, Athens County Commissioner

BY:   
Charlie Adkins, Athens County Commissioner

less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000.00) annual aggregate, and one million dollars (\$1,000,000.00) fire damage liability.

9. Indemnification. The City shall not be liable for any damage by or from any act of the County, its employees, contractors, invitees or agents. The County shall indemnify, defend and hold harmless the City and its officers, directors, employees and agents from and against any and all claims, demands, causes of action, judgments, costs, expenses, losses and damages, attorney fees, incurred in the defense of any such claim or any action proceeding which may be brought against, out of or in any way arising from the construction of the EMS Station unless such injury is from the gross negligence, willful or criminal conduct of the City, or any officer, director, employee, contractors or invitees.

10. Severability. If any provision of this Agreement is held, declared, or determined by any court of competent jurisdiction to be illegal or invalid, other than the release of claims provisions set forth herein, then that provision shall be deemed not to be part of this Agreement, and this Agreement shall be construed to give effect to the remaining provisions.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall constitute but one and the same instrument and this Agreement shall become effective upon the execution of a counterpart hereof by each of the Parties. One or more of such counterparts may be delivered via facsimile, e-mail or other electronic format, and the Parties intend that they shall have the same effect as an original counterpart hereof.

12. Entire Agreement. The Parties agree that this Agreement is the entire agreement between them with respect to the terms hereof, and it represents their full and complete understanding. This Agreement supersedes any and all agreements, whether written or oral, whether prior or contemporaneous. No prior or contemporaneous written or oral agreements may be offered to alter the terms of this Agreement. This Agreement may not be modified except in writing signed by all Parties hereto.

13. Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Ohio.

14. Choice of Forum. Any and all claims, disputes and/or disagreements arising from or regarding this Agreement or the terms hereof shall be brought in the Athens County Court of Common Pleas.

15. No Waiver. The failure of any Party at any time to require strict performance of any provision of this Agreement or to resort to any remedy provided under this Agreement shall in no way affect the right of that Party to require strict performance or to resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach of this Agreement be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is to be enforced.



Athens County HSTS Replacement Program Project that was posted on September 16, 2018:

Project Information:

Pamela Dillon  
5290 Fisher Road  
Athens, OH 45701

Contractor

Southeastern Excavating, LLC  
JR's Excavating

Project Information:

Mary Holman  
19300 Fierce Ridge Road  
Glouster, OH 45732

Price

\$3,800.00  
\$4,000.00

\* Above are responsible and approved bid this office received for this project that was posted on September 16, 2018. This office recommends awarding this project to the lowest bidder, Southeastern Excavating at a price of \$3,800.00. All bids reflected the replacement of the aeration tank motor and pumping of the tank. The project will be 100% funded from the Ohio EPA WPCLF.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins accepting the responsible and approved bid from the lowest bidder, Southeastern Excavating, LLC, as Contractor for the following projects, as recommended by Patrick McGarry, Health Department for the 2018 Athens County HSTS Replacement Program Project that was posted on September 16, 2018:

Project Information:

Mr. Leslie Dennis  
22670 Oakdale Road  
Glouster, OH 45732

Contractor

Southeastern Excavating, LLC  
JR's Excavating

Project Information:

Ms. Mary Yerian  
10996 SR 78  
Glouster, OH 45732

Price

\$27,500.00  
\$28,400.00

Above are responsible and approved bids this office received for this project that was posted on September 16, 2018. This office recommends awarding this project to the lowest bidder, Southeastern Excavating at a price of \$27,500.00. All bids reflected the abandonment of the existing septic tank and installing a new STS.. The project will be 100% funded from the Ohio EPA WPCLF.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins accepting the resignation of EMS employee, Brittany Messmer, EMT-P, 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.

**Health Dept. - HSTS Sewer Proj. Bids Approved**

**EMS - Resignation - B. Messmer**





26 East Park Drive, Athens, Ohio 45701  
1314 Grant Ave, Ste 150, Columbus, Ohio 43215

September 20 2018  
Athens County - EMS Station  
Athens, Ohio

## TECHNICAL PROPOSAL

Between Client and Architect  
For Professional Services  
Version 01 - Revision 2

**Client:**  
Athens County Commissioners  
Chris Chirba  
15 S Court Street, 2<sup>nd</sup> Floor  
Athens, Ohio 45701

**Architect:**  
BDTAD, Inc. (BDT)  
Federal EIN: 31-1411445  
507 Richard Avenue, Suite 301, Athens, Ohio 45701  
(740) 582-2420  
Project Manager: Dorenda Deperna, [dderna@bdtad.com](mailto:dderna@bdtad.com)

**Project:**  
Athens County EMS Station  
Athens, Ohio

**Services:** Design with construction observation  
**Disciplines:** Architecture  
**Project Type:** Offices and workplaces  
**Delivery Method:** Design-Build

**1. Project Summary:**  
The project is for a new EMS Station located at the 15 1/2 acre site in Athens, Ohio. For initial planning, the project is to follow provided floor plans for general layout and scope. It is also intended that the building be as energy efficient as possible based upon the allowable budget and that it demonstrate for the region sustainable building practices.

### A. Project Scope:

- 1) Site Master Plan: Develop site layout options for the EMS facility. BDT to coordinate master planning with the County and EMS Staff.
- 2) Building Master Plan: Develop space planning options and programming to determine the best possible building layout for allowable budget. Also considered will be various sustainable design options for review. For general planning, the project is to contain the following functions/ spaces:
  - EMS Offices
  - Training Room
  - EMS Crew Quarters

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the hire of Michael Cabe as a part time EMT to replace Brittany Messmer, as recommended by EMS Chief, Rick Callebs.

EMS - New Hire - M. Cabe

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing EMS Chief Rick Callebs to purchase two (2) Horton Ambulances at a price of \$163,589.50 for 2019, to replace the trucks now at Coolville and Albany.

EMS - Approve Purchase of 2 Horton Ambulances

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 10:28 with EMS Chief Rick Callebs to discuss the purchase of property and contract negotiations.

Executive Session w/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.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 11:42.

Return to Regular Session

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following AGREEMENT BETWEEN ATHENS COUNTY EMS AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS ATHENS COUNTY EMS ASSOCIATION LOCAL 5126 EFFECTIVE JANUARY 1<sup>st</sup>, 2018 THROUGH DECEMBER 31<sup>st</sup>, 2020.

EMS - Contract w/ IAFireFighters

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F. Construction Administration and Closeout. Our Team will perform standard construction administration services including review of submittals, pay applications and change orders, attendance at progress meetings and on-site representation as requested to be generally familiar with the project's progress. We will lead regular project meetings throughout the construction process, provide meeting minutes and address on-site decisions as needed. At the completion of the project we will provide standard closeout services.

4. Project Schedule. The project is not defined at this point, but for the sake of this proposal, we are assigning the following values to the project:

Building Area:	
• EMS Office	3,000 SF
• EMS Crew Quarters	4,000 SF
• Garage	5,000 SF
Total Building Area	12,000 SF

Project Construction Cost	
• EMS Office	\$91,550 = \$ 405,000
• EMS Crew Quarters	\$91,550 = \$ 500,000
• Garage	\$81,000 = \$ 300,000
Total Building Cost	\$1,426,000

The preliminary project development schedule is as follows:

AFI in under contract	
SDMR Phase	September - October 2018
Construction Documents	November 2018
Bidding	January 2019
Start Construction	Spring 2019
Complete Construction	Winter, 2019/20

6. Team Contract Information:

Project Lead  
BUT Architects & Engineers  
28 East Park Drive  
Akron, Ohio 44301  
P.O. Box 22220  
Tel. 740.592.3524

Partner-in-Charge/Project Architect  
Don Depina  
Mobile 740.641-1183  
ddepina@butead.com

7. Information Provided by Client

A. Existing site and property documents.

B. Existing plan proposed layout.

• Scope

3) Construction Documents: Upon approval of the project layout and budget, EST will develop documents suitable for permitting, bidding and construction.

2. Scope of Services:

A. Architectural Services: Architectural design and construction administration services as indicated below will be provided.

Basic Services per the contract include, but are not specifically limited to:

- 1) Feasibility Programming
- 2) Architectural and Concept-Design
- 3) Prepared Schematic of Locations for Review
- 4) Construction Bid Documents
- 5) Submittals of Preliminary Cost at each submittal phase
- 6) Study of Ohio Permits
- 7) City of Akron Permit
- 8) Project Building Reviews
- 9) Construction Administration
- 10) Project Close Out

B. LEED Certification Services:

No LEED services are provided for this proposal.

C. Mechanical, Electrical and Plumbing Engineering: Standard MEP Engineering for work as indicated will be provided.

D. Structural Engineering: Standard Structural Engineering for work as indicated will be provided.

E. Civil / Site Engineering: Standard Civil Engineering for work as indicated will be provided.

F. Hazardous Materials Assessment:

No Hazardous Materials Assessment services are provided.

2. Project Delivery: We propose the following phased project delivery methodology:

A. Validation of Existing Conditions: Accurate existing property and utility information for the site and field verify information and dimensions for critical systems and spaces.

B. Code and Regulatory Review: Review the building plans, building type resources and the existing will have on the building design.

C. Refinement Design Development Design Design: Prepare design documents based on the above inputs for review. The final version of the design development will include floor plans or elevations, schedule, cost estimates and other documents necessary to communicate the design solution plus a refined statement of probable cost.

D. Construction Documents Design: Based on the approved Design Documents and scope of work, Construction Documents will be prepared for use in obtaining permits and bids and for use in the construction of the phase for use in obtaining bids for the work.

E. Bidding / Permitting: EST will distribute drawings to all bidders. We will also conduct a pre-bid meeting, respond to any questions raised by contractors during the bidding phase and be in attendance at the bid opening. EST will also require permits from the State of Ohio.

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ARTICLE 1

AGREEMENT

This Agreement is made and entered into by the Athens County EMS (hereinafter referred to as the "Employer") subject to the approval of the Athens County Board of Commissioners and the International Association of Fire Fighters Local #5126, (hereinafter referred to as the "Union"). This Agreement has as its purpose, to comply with Ohio Revised Code Section 4117 to establish the wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

ARTICLE2

UNION RECOGNITION AND BARGAINING RIGHTS

Section 2.1:

The Employer recognizes the Union as the sole and exclusive bargaining unit for the purpose of collective bargaining for wages, hours, terms, and other conditions of employment for all full-time uniformed employees in the classification of Paramedics, EMT-I and EMT-B (hereafter referred to as "Advanced EMT and EMT" respectively)

The term "bargaining unit" shall be deemed to include all full-time employees included in the bargaining unit as described in the State Employment Relations Board's Decision in Case NO(s). 2018-MED-02-0087 20 18-REP

For purposes of this agreement, the bargaining units are deemed as all Full-time Paramedics, Advanced EMT and EMT as well as all Probationary full time Paramedics, Advanced EMT and EMT who have served a 6 month probation.

Section 2.2 Any and all positions and classifications not specifically included in the bargaining unit shall be excluded.

**Terms and Conditions**  
**BOT/AD, Inc., hereinafter called "BOT", shall perform services defined in this Agreement for the Client, Athens County Commissioner, under the following Terms and Conditions:**

**Time**  
BOT shall perform services under this Agreement as promptly as is consistent with the professional practice of BOT. BOT shall not be held responsible for any delay or interruption of services which may be caused by the project, the Client, or any other party. BOT shall be responsible for the project, and shall include allowances for review by Client and approval by governing authorities.

**Client's Commitments**  
Services provided for site survey, engineering, investigation, or pre-engineered building design, if a part of the project, shall be provided by BOT. BOT shall have no responsibility for the project, and shall be responsible for the project, and shall include allowances for review by Client and approval by governing authorities.

**Professional Liability**  
BOT shall be responsible for the project, and shall include allowances for review by Client and approval by governing authorities. BOT shall be responsible for the project, and shall include allowances for review by Client and approval by governing authorities.

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BOT/AD, Inc.

Proposal Version 02

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BOT/AD, Inc.

Proposal Version 02

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**8. Fee Arrangement:**

- A. Basic Services:** Based on the Scope of Work outlined above, our fee will be a lump sum fee. This amount will include all listed professional design services and consulting services.
- B. Reimbursable Expenses:** Reimbursable expenses are considered those which are not clearly identified at this time, but which will be identified at the time of transaction. We have identified services below we anticipate for this project:

- Printing: An expense for printing of all distributed review and bid documents is proposed. Printing required for in-house reviews and use by BOT would be included in the Basic Services.
- Permits: An expense for State of Ohio Building Permits and City of Athens Permits are proposed.
- Additional Services: Services in excess of those listed will be amended should a change in scope occur on a time and material basis.
- Allowances: Allowance expenses are considered those which are not clearly identified at this time, but which will have a cost to the A/E throughout the course of the project.

**9. Fee Summary:**

- A. Basic Services Fee:**
1. Basic Building Services (6.0% of project estimate): \$ 84,000.00
- B. Reimbursable Expenses:**
1. Expenses associated with review, bid and construction document reproduction and distribution. \$ 500.00
2. Permit Fees associated with renovation (estimated) \$ 3,500.00
- C. Additional Services:**
1. Site Survey and Topography Plan \$ 2,500.00
2. Geotechnical Survey and Report \$ 4,500.00
- D. Allowances:**
1. None \$ 0.00

I appreciate the opportunity you have given our team to provide design services on this project and look forward to working with you. Please review this proposal and feel free to contact me if you require any additional information. If the above terms are acceptable, please issue a purchase order and we will begin work on the project immediately.

**EXECUTION OF AGREEMENT:**

This Agreement entered into as of the date indicated above, and incorporates the attached Terms and Conditions.

**CLIENT:**



**ARCHITECT:**



Client Name

LEWIS & CLARK, P.E.S.I.O.I.C.

Donald J. Desjardis, Principal Architect

BOT/AD, Inc.

Proposal Version 02

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Section 2.3 If a new position is created within the department and management determines if the position is included or excluded from the Local 5126 and the Local disputes the determination, the parties shall meet through a Labor Management meeting and attempt to resolve the disagreement. If both parties don't agree, the local reserves the right to seek resolve through the grievance and arbitration process.

#### ARTICLE3

##### UNION REPRESENTATION

###### Section 3.1:

No bargaining union member shall be discharged, disciplined or discriminated against because of his/her activity(s) on behalf of the Union, which does not interfere with the discharge of his/her duties, assignments, or violates any provisions of the agreement.

The Employer shall allow one of three (3) representatives designated by the Union, including the President (and or his designees) to act as a Union representative for the purpose of processing grievances. Such a representative shall be allowed to investigate grievances, process grievances, and attend grievance meetings with the Employer during regular working hours (Monday through Friday, 8:30 a.m. to 4:30

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p.m.) without loss of pay. Such investigations and processing of grievances shall be with proper regard to the Employer's operational needs.

###### Section 3.2: Rules of Activities

Rules governing the activity of the Union representative are as follows:

A. The representative shall identify the reason for the request at the time Union business is requested.

B. The representative shall not conduct Union activities in any station without notifying

The officer in charge of the station of the nature of the Union activity prior to any Union conducted business.

###### Section 3.3: UNION REPRESENTATION TIME OFF

Any Union Representation time off should be requested though and by the President who then should make a request to the Chief and or their designee. Permission for such request will not be unreasonably withheld.

###### Section 4.1: Employer

#### ARTICLE4

##### AUTHORIZATION I DUES DEDUCTION

The Union will authorize the Employer and the Employer will agree to deduct regular Union membership dues from the same bi-weekly paycheck for which the county employees' share of the health care premium is deducted of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee.

A signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will request Auditor to deduct Union dues from the payroll check during the next pay period that Union dues deduction is normally made.

In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one ( 1) month's regular dues for more than one (1) consecutive month.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from



**RESOLUTION NO. 108.10.9.18**

**RESOLUTION APPROVING ADDENDUM TO CONTRACT WITH LAND AGENTS PAUL JACOBS AND TODD ODA**

WHEREAS, the COUNTY previously engaged Land Agents Paul Jacobs and Todd Oda to assist with the acquisition of Sewer Easements from property owners for the "County's US Route 50 Corridor Sewer Project;" and

WHEREAS, the County is in need of similar services, for discussions with, conveying information and offers to purchase Lift Station Sites for the County Sewer District, to private property owners, and wishes to engage said Independent Contractors for these services as well, in connection with such Project.

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

1. Said Land Agents Paul Jacobs and Todd Oda shall be paid the flat sum of \$300.00 per property, to communicate with, meet, discuss and tender approved offers and Deeds to and from the apx. 16 private property owners, from whom Lift Station sites must be acquired, under the direction and supervision of Attorney Frank Lavelle and HDR Engineering.
2. It is found and determined that all formal actions of County Commissioners concerning and relating to the passage of this Resolution were conducted in open meetings of the County Commissioners and that all deliberations of the County that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Sec. 121.22 of the Ohio Revised Code;
3. This Resolution shall become effective the earliest date permitted by law.

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

BY:   
President

ATTEST/SEAL:

  
Clerk

**ADDENDUM TO CONTRACT WITH LAND AGENTS  
PAUL JACOBS AND TODD ODA**

The undersigned Land Agents, hereby agree to an Addendum to their Contract with the Athens County Commissioners and Lavelle Law Offices, LPA - - to perform the services specified in the attached Resolution and pursuant to the Contract previously entered into, for acquisition of Deeds and interests in land for Lift Station sites, as directed by legal counsel Frank Lavelle and HDR Engineering.

10/12/18  
DATE   
Paul Jacobs

10/12/18  
DATE   
Todd Oda



deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

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#### Section 4.2: Employees

The rate at which dues are to be deducted and a list of employees who have authorized deductions shall be certified to the Employer by the Treasurer of the Union by January 2nd of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deduction.

Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement. An employee may only revoke his/her authorization for dues deduction by giving written notice to the Union and Employer with proof of service during the thirty (30) to sixty (60) day period prior to the expiration of this collective bargaining agreement.

The total amount of dues deduction and a list of all employees whose dues have been deducted shall be transmitted to the Union Treasurer within ten (10) days following the date when the deduction was made. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that Union dues deduction would normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

The Employer shall be relieved from making such individual dues deductions upon:

- A. Termination of employment;
- B. Transfer to a job other than one covered by the bargaining unit;
- C. Layoff from work;
- D. An agreed unpaid leave of absence; or
- E. Revocation of the check-off authorization in accordance with the terms of this Agreement.

The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

#### Section 4.3: The Union

The Local will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Local, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Local. Deductions shall be for the length of this agreement and any extension.

The Union shall provide to the Employer an official roster of its officers and representatives which is to be kept current at all times and include the name, address, home phone number and union office position

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held.

Prior to issuance, the President will receive with at least forty-eight hours advance notice a copy of all Employer communications addressing matters covered by the current collective bargaining agreement.

#### ARTICLES

#### PLEDGES AGAINST DISCRIMINATION AND COERTION

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that it is hereby agreed by The Board of Commissioners of Athens County, hereinafter Grantor, for good and valuable consideration, receipt is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto The City of Athens, Ohio, hereinafter Grantee, and its legal representatives, successors, and assigns using the easement to a parcel of property described in Volume 297, Page 595, of the Deed Records of Athens County, Ohio (also referenced in Commission Journal Volume 16, Page 407), described as follows:

Situated in Farm Lot 27, Section 4, Athens Township, Town 9, Range 14, Athens County, Ohio and described as follows:

Commencing at a stone\* at the northwest corner of the Grand View Highland Addition to Athens; thence on an assumed bearing South 46 Degrees 30 Minutes 08 Seconds West a distance of 731.00 feet to a point at the southwest corner of Lot 2554 of said Grand View Highland Addition THE TRUE POINT OF BEGINNING; thence along a BOUNDARY AGREEMENT LINE\*\* between the Board of Commissioners of Athens County, owners by deed in Volume 297 Page 595 of the Athens County Deed Records (reference: Commissioner's Journal Volume 16 Page 407) and Ismel and Nili Urieli, Trustees of the Nili Urieli Trust, owners by deed in Volume 333 Page 2409 of the Athens County Official Records North 03 Degrees 11 Minutes 16 Seconds East a distance of 1.64 feet to a set iron pin; thence along another BOUNDARY AGREEMENT LINE\*\* between aforesaid parties North 86 Degrees 58 Minutes 22 Seconds West a distance of 60.00 feet to a set iron pin; thence South 03 Degrees 11 Minutes 16 Seconds West a distance of 40.00 feet to a found 1" diameter hexagonal iron pin at the northeast corner of a 0.094 acre tract described in Volume 339 Page 533 of the Athens County Deed Records at the northwest corner of a 0.15 acre tract described in Volume 278 Page 623 of the Athens County Deed Records; thence along the north line of said 0.15 acre tract South 86 Degrees 58 Minutes 22 Seconds East a distance of 60.00 feet to a found 1" diameter rebar at the northeast corner of said 0.15 acre tract at the northwest corner of Lot 2565 of

aforesaid Grand View Highland Addition to Athens; thence along the west right of way line of Hillcrest Road North 03 Degrees 11 Minutes 16 Seconds East a distance of 38.36 feet to the point of beginning and containing 0.055 acres and being a part of land described in Volume 297 Page 595 of the Athens County Deed Records with reference made to Volume 16 Page 407 of The Commissioner's Journal.

\*Denotes calculated location of monument based on a previous survey.

\*\*THIS SURVEY SHALL ONLY BECOME VALID WHEN PARTIES TO AFORESAID BOUNDARY AGREEMENT LINES SUBSCRIBE TO SAID LINES BY A LEGAL DOCUMENT SIGNED AND RECORDED IN THE ATHENS COUNTY OFFICIAL DEED RECORDS.

Note: Unless otherwise noted, all set iron pins are 5/8 inch diameter rebar and 30 inches in length and capped with plastic identification marker inscribed "L.F. SWOYER PS 6765."

The above description was prepared under the supervision of Leonard F. Swoyer Registered Professional Land Surveyor No. 6765 and based on a survey performed by Southeastern Land Surveys dated November 12, 2004.

Subject to all easements and right of ways of record.

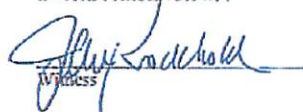
Deed Reference: Volume 376, Page 1550, Official Records of Athens County, Ohio.

The grant of this easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, successors and assigns.

Also, see the survey map attached as Exhibit "A".

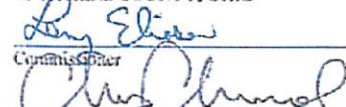
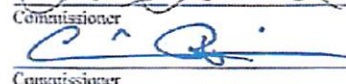
IN WITNESS WHEREOF, this instrument is executed this 9 day of October, 2018.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

  
Witness

Witness

GRANTORS  
THE BOARD OF COMMISSIONERS  
OF ATHENS COUNTY, OHIO

  
Commissioner  
  
Commissioner

#### Section 5.1: Mutual Pledge

In accordance with all applicable Federal and State law, neither party will discriminate against any employee based on age, sex, marital status, race, color, creed, national origin, disability, religion, sexual orientation, political affiliation, union activity, membership or non-membership in the union. The Union shall share equally with the Employer, the responsibility for applying this provision of the Agreement.

#### Section 5.2: Non-discrimination

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union.

Both parties agree that there shall be no discrimination, interference, restraint, coercion, or reprisal by any Employer representative against any employee in the bargaining unit. The Union agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

#### Section 6.1: Stewards

##### ARTICLE 6

##### UNION BUSINESS

The Union is authorized to select one (1) steward per shift or platoon and one (1) alternate per shift or platoon to act in the absence of the steward, or when the steward of a shift or a platoon has been assigned.

The Union shall certify in writing to the Employer the names of such stewards. The president or the vicepresident of the Union shall have the privileges accorded to a steward. If a steward's name is not listed, he will not be granted time away from his job to conduct approved Union business.

#### Section 6.2: Investigations

The steward, upon reasonable notice to him and authorization from the Chief or his/her designee, shall be allowed reasonable time off without loss of pay to investigate grievances and alleged grievances.

Permission to investigate and/or process such grievances will not be unreasonably denied.

Union representatives will be permitted to investigate and process grievances and to attend stewards' meetings on working time, but without loss of pay, benefits, department

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and/or seniority or service. However, such release from duty shall not require overtime personnel to be called in for duty.

#### Section 6.3: Union Visitations

Up to (2) employee representatives of The Union and a district representative from the Ohio Association of Professional Fire Fighters may consult with employees in the assembly or meeting area approved by Management, either prior to the start and or at the completion of the day's work. Union Representatives shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that daily work assignment are not interfered with.

Rules governing the activity of the Union representatives are as follows:

A. The representatives must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities;

B. The representatives shall identify the reason for the request at the time Union activity time is requested;

C. The representatives shall not conduct Union activities in any work area without notifying the supervisor in charge of the area of the nature of the Union activity; and

D. The representatives shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted or upon the reasonable order of

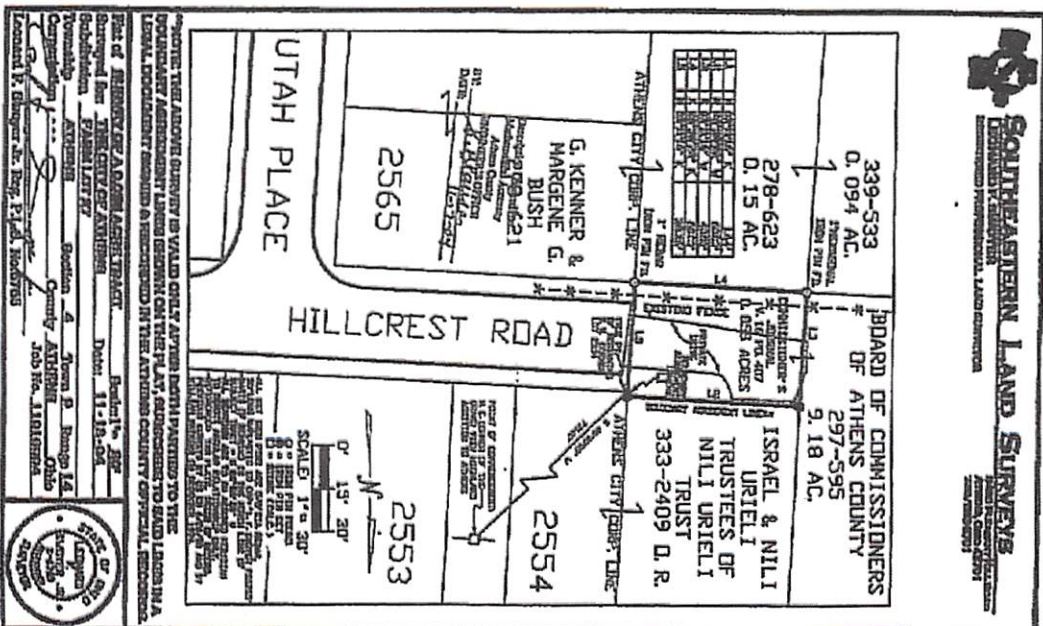
Before me a Notary Public in and for said county and state, personally appeared the above named The Board of Commissioners of Adams County, Ohio, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this  
9 day of October, 2018.



JO ANN SKORSGA  
Notary Public:  
In and for the State of Ohio  
My Commission Expires  
August 5, 2026

This instrument prepared by: Keller MacBrien  
Albion County Prosecuting Attorney



the Union representative's immediate supervisor. If the Employer alleges that any Union representative is violating or abusing the rules of this Section, he shall notify the Vice-President or President. Upon such notice a conference will be scheduled to resolve the matter prior to initiating any disciplinary action.

#### Section 6.4: Union Representative Time Off

The Employer shall provide a paid time off bank of ninety-six (96) hours, total for all Union representatives over the three (3) year period of this collective bargaining agreement, for representatives to use to attend Union functions such as conventions, educational District meetings, or conferences. The Union President shall decide which union representatives may use the time, and maintain a log, which shall be provided to the employer upon request. Any union representative paid time off not used at the end of the three (3) year period shall be lost.

A Union representative in active work status shall, upon approval of the Chief or their designee, be granted two (2) days annually for attending the OAPFF 5th District meetings without loss of pay or benefits. Approval to attend the meetings shall not be unreasonably denied.

#### ARTICLE 7

##### WAIVER IN CASE OF EMERGENCY

Section 7.1: In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Commissioners of Athens County, or the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the

Employer:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of employees within their Division.

#### Section 7.2:

Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievances(s) had progressed prior to the emergency.

#### Section 8.1:

#### ARTICLES

##### LABOR/MANAGEMENT MEETINGS

In the interest of sound labor/management relations, the Union and the Employer will meet at agreeable dates and times for the purpose of discussing those matters as outlined below. Two (2) employees representatives of the Union, two (2) representatives of the Employer and one (1) nonemployee representative of the Union and Employer shall be permitted to attend such meetings.

The Union shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which may affect bargaining unit members of the Union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representative the opportunity to share the view of their members and/or make



1. The first step is to identify the problem.
 2. The second step is to define the problem.
 3. The third step is to analyze the problem.
 4. The fourth step is to develop a solution.
 5. The fifth step is to implement the solution.
 6. The sixth step is to evaluate the solution.
 7. The seventh step is to monitor the solution.
 8. The eighth step is to maintain the solution.
 9. The ninth step is to improve the solution.
 10. The tenth step is to document the solution.

Summit in Farm Lot 27, Section 4. Adams Township, Twp 5, Range 24, N. 4th Range. Also see described as follows.

Covering as it corner at the northeast corner of the Grand View Right-of-Way Addition to Abbeys; thence on an assumed bearing South 46 Degrees 30 Minutes 08 Seconds West a distance of 711.00 feet to a point at the northwest corner of Lot 3554 of said Grand View Right-of-Way Addition; thence along the north line of said lot along a boundary hereinafter described between the Board of Commissioners of Adams County, Oregon by deed in Volume 299 Page 949 of the Adams County Deed Records (Indorsement: Commissioner's Return Volume 16 Page 4677 and Titled and Still Dead), thence on the East side of said lot, across by deed in Volume 213 Page 1860 of the Adams County Official Records North 68 Degrees 13 Minutes 16 Seconds East a distance of 1.64 foot to a set iron pin therein being another EXHIBIT hereto attached;-- between above-said parties North 68 Degrees 58 Minutes 22 Seconds West a distance of 60.00 feet to a set iron pin; thence South 63 Degrees 12 Minutes 16 Seconds West a distance of 43.00 feet to a found ?- diameter rebar-pile iron pin at the northeast corner of a E.O.C. acre tract identified in Volume 213 Page 933 of the Adams County Deed Records at the southwest corner of a .018 acre tract described in Volume 276 Page 423 of the Adams County Deed Records; thence along the north line of said 0.18 acre tract a found ?- diameter rebar stake 32 seconds East a distance of 60.00 feet to a found ?- diameter rebar stake at the southeast corner of said 0.18 acre tract at the northernmost corner of lots 3565 of above-said Grand View Right-of-Way Addition to Adams; thence along the west right-of-way line of Williams Road North 63 Degrees 11 Minutes 15 Seconds East a distance of 26.16 feet to two pins of beginning and continuing, 0.085 acres and being a part of same described in Volume 299 Page 955 of the Adams County Deed Records with reference made so Volume 18 Page 427 of the COMPLETION OF

Packets:

[illegible]

The above description was prepared under the supervision of Kenneth F. Swoyer Registered Professional Land Surveyor No. 4768 and based on 2 survey performed by Southwestern Land Surveys dated November 12, 2006.

## PROPERTY

**JUSTICE:**

## Solutions

## BOUNDARY LINE AGREEMENT

**Exhibit 21**

This agreement is made on the date shown between the following parties: Isaac and Nita L. Dell, Trustees of the Nita L. Dell Trust whose address is 11111 4<sup>th</sup> Ave. Drive, Auburn, WA 98001 and Wife.

The Board of Commissioners of Alameda County, upon a grant of property name fully described in Volume 357, page 595 of the Dead Records of Alameda County, Ohio letters referenced in Commissioners' Journal Volume 1A, Page 4071. The parcel surveyed is contained in Pages 14 and 27, Section 4, Alameda Township, Alameda County, Ohio. This parcel is shown on the plan map and described in the property survey accompanied by Licensed Surveyor on November 13, 2014. Copies of which are attached as Exhibits "A" and Exhibit "B", respectively.

land and NVE (Vet). Inmates of the NVE (Vet) Trust are the husband (w) of the surviving property bequeathed to said Section 4, referenced in Volume 33, Page 3499, of the Official Records of Adams (w)w, Ohio. The descriptions of the property trusts owned by land and NVE (Vet). Trustees of the NVE (Vet) Trust are contained in said Volume 33, Page 3499, of the Official Records of Adams (w)w, Ohio. The actual Trusts are fixed by existing factors or other instruments.

In consideration of the mutual advantages of fixing the descriptions of their common boundary lines, the parties agree that the common boundary line of their property is defined as shown in the attached Exhibit "A" plan map and described in the attached Exhibit "B" survey.

**WILLIAMS & HERRICK**, the parties have affixed their signatures on the respective lines as shown.

Signed and acknowledged on the 11 day of February 1944

Winnings

Final Index: Index of the VIII 1975 Time

**SECRET**

Signal and acknowledgments on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**BOARD OF COMMISSIONERS OF  
ATHLETICS (UNIVERSITY OF CALIF. AT  
BERKELEY)**

**Product**

**Source from Consumer**

[illegible]

10

Prepared by: U.S. Environmental Protection Agency, Planning Agency

2000



suggestions on subjects of interest to their members;

F. Discuss ways to improve efficiency and work performance; and

G. Consider and discuss health and safety matters.

Local Union employee representatives attending Labor/Management meetings shall not suffer a loss in pay for time spent in such meetings if held during the employees' regularly scheduled hours of work.

Labor management meetings are not intended to be negotiation sessions to alter or amend the basic agreement in the current C.B.A.

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#### ARTICLE9

##### NO STRIKE-NO LOCKOUT

###### Section 9.1: No Strike

The Employer and the Union recognize that a strike would create a clear and present danger to the public health, safety, and welfare, and that the Agreement provides an avenue for the orderly resolution of grievances. Therefore, the Union agrees that there shall be no interruption of services by the employees because of any work slowdown, sick call, strike, sympathy strike, or other concerted effort which affects the Employer or his operations during the term of this Agreement or any extensions thereof.

###### Section 9.2: The Employer

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members during the term of this Agreement unless those employees have violated Section 9.2 of this Article.

###### Section 10.1: Military Leave

#### ARTICLE 10

##### SPECIAL LEAVE WITH PAY

Military leave will be granted in accordance with Ohio Revised Code 5923.05, the Uniformed Services Employment and Reemployment Rights Act (USERRA), and all other applicable laws.

###### Section 10.2: Jury Duty Leave

Jury Duty Leave. A fee or expense reimbursement paid to an employee for serving on any municipal, county, federal jury, shall be remitted to the Employer and said employee's regular pay will not be adjusted by reason of service performed unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

The Employer shall not pay an employee who appears in court for criminal or civil cases, when the employee is a plaintiff or defendant. However, in situations in which the employee is subpoenaed to appear as a witness and as a good citizen of the community, payment of lost wages will be made as jury duty leave.

When a full-time employee receives notice for jury duty, he/she shall present such notice to his/her immediate supervisor. A copy will be made of the notice and filed and recorded in the employee's personnel file:

A. When notified by the court to report for jury duty on a certain day, a time report shall be completed and signed by the assignment commissioner or appropriate court official for each day during jury service setting forth the time and arrival and departure from the court. Such record

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shall be presented by the employee to his/her supervisor upon return to work.

B. When a twenty-four (24)-hour shift employee is required to report for jury duty on a day following his/her regular shift, he/she will be relieved of duty with pay at approximately 11 :00 P.M. the night before.



## Section 10.3: Witness Duty

Time off with pay shall be permitted to any employee for any time required as a witness in any proceeding where the employee is called to testify as a result of his/her duties and/or position with Athens County EMS. If required to appear on a non-scheduled day, the employee shall be paid under the overtime provisions for time consumed in such appearance, in accordance with the call-back provisions in the contract. This section shall not apply to any employee who is either a plaintiff or complainant or grievant in a civil action or administrative proceeding or arbitration hearing, or a defendant in a criminal action.

## Section 10.4: Payment for Witness Service

Upon receipt of payment for witness service, the employee shall submit fees to the County Treasurer.

## Section 11.1: Definitions

## ARTICLE 11

## SENIORITY

The term "department seniority" shall mean the employee's total length of employment since his/her most recent date of appointment or reappointment to a position within the Athens County EMS (including time with SEOEMS if the employee was employed by SEOEMS immediately prior to being employed by Athens County EMS). The term "appointment" and "reappointment" refers to the process where an individual is appointed or reappointed by the Athens County Board of Commissioners to a paid position. Department seniority shall apply in the case of Layoff, Recall, transfers, and selection of vacation as it applies to articles dealing with such matters.

Seniority shall be defined as the total length of continuous service in a paid status with the Athens County EMS (including time with SEOEMS if the employee was employed by SEOEMS immediately prior to being employed by Athens County EMS) from the employee's most recent date of hire. Seniority shall be lost when an employee: resigns, quits, retires or is terminated for just cause, or is laid off for a period of one (1) year.

## Section 11.2

The Employer will provide the President of the Union and each station with one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and on March first of each year thereafter, and or changes (hiring or firing and retirement.) showing the seniority of each employee in the bargaining unit.

Any employee shall have ten (10) days after the list is prepared and posted in each station to protest his or

position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period and not subject to the grievance and arbitration procedure found within Article 21.

## Section 11.3:

Whenever seniority is the determining criteria to any terms and conditions contained in this Collective Bargaining Agreement and two (2) or more employees are tied as to the length of their applicable seniority, the seniority will be awarded based on older EMS certification issue date.

## Section 11.4: Break in Seniority

The following situation shall not constitute interruptions of continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick or injury leave;
- C. Military leave; and
- D. A lay-off of less than (1) year of employment.

Department seniority shall be broken only by:

- A. Discharge for cause (probationary employees without cause);

# Athens County Commissioners



Charlie Adkins  
cadkins@athensoh.org

Chris Chmiel  
echmiel@athensoh.org

Lenny Eliason, MPA  
leliason@athensoh.org

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(740) 592-3219  
Visit us at our website:  
co.athensoh.org

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

The Athens Messenger

RE: Legal Notice

## PUBLIC VIEWING AND HEARING

The Athens County Commissioners will hold a public viewing at 9:00 a.m., November 15<sup>th</sup> on Trimble Township Road 521 and public hearing in the Commissioners' office at 10:00 a.m., November 15, 2018, for the purpose of vacating a portion of Trimble Township Road 521. Following is the general route and termini of said road: Situated in the State of Ohio, County of Athens, Township of Trimble, T-II, R-14, Section 22, being a 10' wide ingress/egress easement, 5' on either side with the centerline particularly described as follows:

Beginning at JCT C92 for .820 mile, ending at JCT T312

By Order of the Athens County Commissioners  
Lenny Eliason, President  
JoAnn Rockhold, Clerk

Publish 10/26 & 11/4



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



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B. Voluntary resignation;

C. Retirement;

D. Layoff(more than a year); and

E. Failure to report to work for a period of five (5) days being ordered to report to work following a Layoff or an expiration of leave of absence.

Section 12.1: Probation

ARTICLE 12

PROBATIONARY PERIOD

The probationary period for all newly hired employees shall be twelve (12) months from full time appointment.

Section 12.2:

All provisions of the Agreement shall be applicable to probationary employees, except the following:

A. No Union dues deductions shall occur during the 6 months (180) days of employment.

B. Probationary dismissals during the one (1) year probationary period shall not be subject to appeal through the grievance and arbitration procedure found within Article 21.

Section 12.3:

Probation may be extended upon written agreement of the Employer and Union.

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Section 13.1:

ARTICLE 13

LAYOFF AND RECALL

The Employer will notify the Union at least fourteen (14) days in advance of its intent to reduce the work force. At the time of the notice, the Employer will provide the Union with a current updated seniority list.

Section 13.2: Order of Reduction

A. All casual, temporary, part-time, new hire probationary and auxiliary employees within the affected classification shall, in that order, be terminated or laid off first.

B. Thereafter, any additional reductions in the work force shall be made in the inverse order of seniority among the remaining employees.

Section 13.3: Recall Rights

Employees displaced through a reduction in the work force shall be recalled or returned to vacancies which thereafter occur in the order of their seniority (most senior-employees recalled first).

Such vacancies shall not be posted and filled from within or shall the Employer hire from the outside until such time as all qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of fifteen (15) calendar months from their effective date of displacement.

Section 13.4: Recall Notice

Written notice of recall from layoff shall be sent to the employees last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within five (5) calendar days after receipt of a recall notice shall constitute a forfeiture of an employee's right to recall. Employee who is recalled must return to work within fourteen (14) calendar days upon contacting the Employer.

Section 13.5: Reduction Severance Pay

Employees displaced by a workforce reduction shall be entitled, on their last date of employment, to all wages, vacation and compensatory time pay provided by this Agreement which are due to such employees.

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# Athens County Commissioners



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

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co.athensoh.org

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

October 24, 2018

The Athens Messenger

RE: Legal Notice

## PUBLIC VIEWING AND HEARING

The Athens County Commissioners will hold a public viewing at 9:00 a.m., November 20<sup>th</sup> on Carthage Township Road 115 and public hearing in the Commissioners' office at 10:00 a.m., November 20, 2018 for the purpose of vacating a portion of Carthage Township Road 115. Following is the general route and termini of said road: vacating 342 ft of Blake Road.

By Order of the Athens County Commissioners  
Lenny Eliason, President  
JoAnn Rockhold, Clerk

Publish 10/30 & 11/6



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



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Section 14.1:

ARTICLE 14

PERSONNEL FILES

Athens County EMS shall maintain one official personnel file on every employee within the bargaining unit. Upon any reasonable request by an employee, the employee shall be permitted to examine his/her official file at any reasonable time in the presence of a representative of the administration and may copy documents in his file.

Employee medical records will be kept in a separate confidential file, not for public view. The IAFF and the members recognize that the administration may be required to disclose information from a member's personnel file pursuant to State or Federal laws and that any disclosure made pursuant to such laws does not constitute a violation of this Agreement.

All parties are subject to state records retention and disclosure provisions as set forth in Chapter 149 of the Ohio Revised Code and local records retention schedules. If anyone other than the employee requests to review a bargaining unit member's personnel file, the Employer will notify the employee of such request when practical

ARTICLE 15

FILECONTENTS/CONTENTSPROCEDURE

Should any employee have reason to believe that there are inaccuracies in documents contained in his personnel file, he may write a memorandum to the Chief or his/her designee explaining the alleged inaccuracy.

If the Chief or his/her designee concurs with the employee's contention, he shall remove or append a correction to the faulty document or section thereof; however, if the Chief or his/her designee does not concur, he will attach the employee's memorandum to the disputed document.

Any complaint concerning the accuracy, timeliness, relevance or completeness of information in a member's file shall be processed in accordance with Section 134 7.09 of the Ohio Revised Code. Nothing in this section shall prevent an employee from filing a grievance seeking correction of alleged faulty documents. The availability of the grievance procedure in such circumstances does not include the right to have the matter proceed through arbitration.

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ARTICLE 16

WRITTEN RULES AND DIRECTIVES

Section 16.1:

The employer agrees that existing work guidelines and division directives shall be reduced to writing and provided to all covered members. The employer also agrees that new and or revised work rules, standards, operating guidelines and division directives shall be provided to members at least ten (10) calendar days in advance of their implementation except in cases of emergency.

All work rules, standard operating guidelines or division directives shall be reasonable and must be applied to all members in a similar circumstance. Work rules, standard operating guidelines or directives cannot violate this agreement

Section 17.1:

ARTICLE 17

MANAGEMENT RIGHTS

Except to the extent expressly modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of their legal rights to manage the operations of the Athens County EMS, as such rights existed prior to the execution of this or any other previous agreement with the Union. The rights of the Employer shall include, but shall not be limited to, their rights to determine the facts

which are the basis of management decisions; to establish, change, or abolish policies, practices, rules, or procedures for the conduct Athens County EMS, its employees, and its service to the citizens of Athens County, Ohio, consistent with the provisions of this Agreement. Such management rights shall also include, but shall not be limited to the following:

- A. to determine matters of inherent managerial policy which include, but are not limited to areas of direction or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. to direct, supervise, evaluate, or hire employees;
- C. to Maintain and improve the efficiency and effectiveness of governmental operations;
- D. to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. to suspend, discipline, demote just cause, layoff, transfer, assign, schedule, promote, or retain employees;
- F. to determine the adequacy of the work force;
- G. to determine the overall mission of the employer as a unit of government;
- H. to effectively manage the workforce; and
- I. to take actions to carry out the mission of the public employer as a governmental unit.

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Section 17.2:

The Employer on its behalf hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility confirmed on and vested in it by the laws and Constitution of the State of Ohio and/or the United States of America.

The exercise of any such right, power, authority, duty, or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the specific express terms of this Agreement.

Section 18.1: Injury Reports

ARTICLE 18

SAFETY

The Union shall be given a copy of all bargaining unit employee injury reports. The Union shall also be given a copy of the injured bargaining unit employee's medical records if the employee authorizes the release of such medical records.

Section 18.2: Recognition

The Employer recognizes its obligation to maintain a safe working environment. Safety rules and programs shall be consistent with accepted industry standards insofar as budget constraints and available staffing permit. The Union may raise disputes as to compliance with this provision under Article 19.

Section 19.1: Preamble

ARTICLE 19

GRIEVANCE PROCEDURE

This procedure is in no way designed as a vehicle for any employee to refuse orders or fail to carry out assigned jobs, but rather to define employee's right to redress orders or job assignments.

Section 19.2: Grievance Procedures

Definition:

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

A. It is the Employer well-established policy that any discharge, demotion, suspension, removal or other disciplinary measure shall only be for just cause. To ensure that uniformed employees of ACEMS are aware of their rights, and to establish a uniform policy for processing of employee grievances, the following procedures shall apply:

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Procedures:

A. A grievance may be initiated by any employee, the President, or his/her designee, on behalf of bargaining unit members, if the grievance is progressed to arbitration, the President is the only one authorized to carry said grievance. A grievance may be initiated at any Step of this Grievance Procedure if the Chief and the Union President mutually agree, in writing, to waive prior steps.

B. The time limits prescribed in the following steps in this Article may be extended at any time by mutual consent of the parties. Mutual consent shall be indicated in writing and signed by both parties. Failure to answer a grievance at any step within the prescribed time limits shall be considered a denial of the grievance and it shall automatically proceed to the next step. (This automatic appeal shall not be used as an excuse not to answer a grievance.)

C. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent steps of the grievance procedure;

D. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

E. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended or the steps herein waived by mutual agreement of the parties concerned, expressed in writing.

Step 1. Immediate Supervisor

A member having an individual grievance will first attempt to resolve it informally with his immediate supervisor Lt./Capt. Such attempt at informal resolution shall be submitted in writing on a grievance form by the member-grievant within ten (10) calendar days of the date on which the grievant became aware or should have become aware (but in no event is it to exceed thirty (30) calendar days of the occurrence, unless purposely concealed by the Employer) of the occurrence or it will be considered not to have existed.

Grievances brought to the supervisor's attention (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered under review.

Within ten (10) calendar days of the submission of the grievance, the supervisor shall submit his/her written response to the grievant. If the grievant is not satisfied with the written response, he/she may pursue the grievance to the next formal step.

Any meetings conducted at this step shall include a grievance representative at the employee's request.

Step 2. The Chief

If step one (1) is not satisfactory to the grievant, within ten (10) calendar days the grievance shall be appealed in writing on the grievance form to the ACEMS Chief. The

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Chief or his/her designee shall, within ten (10) calendar days, meet with the employee and/or the President of the Union in an attempt to resolve the grievance. Within ten (10) calendar days of such meeting, the Chief shall deliver his/her answer, in writing, to the employee or the President of the Union.



**Step 3. The Employer**

If the grievance is not satisfactorily settled at Step 2, the employee, with the Union President or his/her designee if the employee desires, may present the grievance in writing to the County Commissioners or their designee. In order for the grievance to receive consideration at this Step, it must be presented within ten (10) calendar days after receipt of the Step 2 answer. The Commissioners or their designee shall meet with the employee, and the President if the employee desires, within ten (10) calendar days after the grievance has been filed at this Step, and a written answer shall be given within ten (10) calendar days after the Step 3 meeting.

With respect to disciplinary matters, once an employee has had a pre-disciplinary hearing before the Employer and once the Employer has made a decision on the discipline, an employee who wishes to contest such discipline shall make a binding election to have such discipline reviewed either by the County Commissioner or under the grievance procedure of this contract.

If the employee elects to have the discipline reviewed under the grievance procedure, the matter shall proceed directly to Step 4 (arbitration), within the thirty (30) calendar day deadline for filing at Step 4 commencing on the date that the Employer's decision on the disciplinary action is received by the employee. A copy will be sent to the Union President.

**Step 4. Arbitration**

If the answer in Step 3 is not satisfactory to the Union, the grievance may be submitted to arbitration.

A. Any grievance which is not resolved through the grievance procedure may be submitted to arbitration upon the request of the Union; such request to be made, in writing, to the Employer within thirty (30) calendar days of the Union's receipt of the County Commissioner's answer to Step 3 of the above grievance procedure.

B. Simultaneously with the submission of the request for arbitration, the Union shall request that the Federal Mediation and

C. Conciliation Service submit a panel of seven (7) names to the Union and the Employer, from which a single arbitrator shall be selected. Each party shall have the right to reject an entire panel once per year. Upon receipt of that panel, the parties shall select the arbitrator by alternately striking names from such panel until one name remains, that person to be appointed as arbitrator for purposes of the specific grievance involved. The first party to strike a name in the selection process shall be determined by a flip of a coin.

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D. The arbitrator, in rendering the decision, shall state which provisions, if any, of the Agreement were violated; the arbitrator shall not add to or subtract from the terms of this Agreement.

E. All proceedings under this Article shall commence and be carried to a conclusion as expeditiously as possible, subject to the availability of the arbitrator and the parties' representatives and witnesses.

The arbitrator shall limit his decision to a specific issue outlined in a submission agreement and strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement. The arbitrator shall be without power or authority to make any decision:

1. Contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law;
2. Concerning the establishment of wage rates not negotiated as part of this Agreement;

3. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievances or practices; or

4. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such a practice, policy, rule or regulation does not conflict with the Agreement.

In cases of suspension or greater, the arbitrator shall have the authority to recommend modification of said discipline if it is determined by the arbitrator that the Employer did not have just cause for the given discipline at the time the discipline was issued. In the event of a monetary award, not including suspension or discharge, the arbitrator shall limit any retroactive settlement to the date the employee knew or should have known of the occurrence of the event or condition upon which the grievance is based in accordance with Step I. Monetary awards resulting from suspensions shall be limited to the period of time or portion thereof during which the affected employee was suspended.

F. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Employer, the Union, and any employee involved in the matter.

The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne equally by the parties.

The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcripts.

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If the arbitrator decides the grievance is non-arbitrable or decides for the Union on arbitrability but against the Union on the merits, the Union should be considered the losing party.

G. The decision of the arbitrator shall be final and binding upon the parties hereto. The decision shall be rendered within thirty (30) days following close of hearing. Where post-hearing briefs are filed, the hearing shall be considered closed upon the arbitrator's receipt of such briefs.

H. More than one grievance may be submitted to the same arbitrator at a time only if both parties mutually agree to do so in writing.

#### ARTICLE20

##### SUCCESSOR AGREEMENT

This agreement shall be binding upon any employee organization that, during the term of this agreement, succeeds the Union as the recognized employee organization to represent the employees covered by this agreement.

##### Section 21.1: Just Cause

#### ARTICLE21

##### DISCIPLINE AND TREATMENT

Any discharge, demotion, suspension, removal, or other disciplinary measure shall be only for just cause.

##### Section 21.2: Employee Copies

The Union President and the employee will receive a copy of all memoranda sent to the Chief and/or appearing in the employee's personnel file documenting or constituting disciplinary or counseling actions, except where an employee requests that same not be sent to the Union.

**Section 21.3: Stay of Discipline**

When a grievance has been filed concerning a disciplinary action, i.e., corrective action resulting in the loss of pay which would be irreversible once implemented, that disciplinary action shall not be implemented until after the grievance process has been exhausted.

**Section 21.4: Actions Not Grievable**

Counseling actions (including memoranda of counseling) are not reviewable under the grievance procedure. Evidence of such counseling (including memoranda) shall not be considered in subsequent disciplinary proceedings except to discredit an employee's defense that he/she was never informed of a job performance or conduct problem at issue, applicable work rule, and/or was never informed of the steps to take in order to correct the problem.

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**Section 21.5: Union Representation**

When any discussion by the Employer with an employee is investigatory and not simply the occasion for announcing predetermined discipline and the Employer reasonably expects may result in disciplinary action, the Employer is required to advise the employee prior to the beginning of the discussion that the employee may request the presence of a Union representative. The right to Union representation is not otherwise required when the discussion is strictly between a superior officer and the employee. However, when in the course of such discussion, it becomes apparent to the superior officer that disciplinary action could result, the superior officer is required to advise the employee that the employee may request the presence of a Union representative before the discussion continues.

**Section 21.6: Complaints**

Any citizen who files an official complaint which leads to disciplinary action against an employee shall submit a written, signed statement setting forth the information which is the basis of said complaint.

**Section 21.7: Employer Initiation**

The Employer may initiate an investigation upon becoming aware of possible wrong doing by an employee, even though a formal complaint may not have been filed.

**ARTICLE 22****BULLETIN BOARD**

The Employer shall provide reasonable space on bulletin boards used by the bargaining unit at each station for the use of union notifications and news, posters, elections and information reports of nonpolitical standing committee's publications that would be accessible to the employees.

All other notices of any kind not covered above must receive prior approval of the Employer or his designated representative.

**Section 23.1: Use of Ballot Boxes****ARTICLE 23****BALLOT BOXES**

The Union shall be permitted, with prior notification to the Employer, to place ballot boxes at all stations for the purpose of collecting member's ballots on Union issues. Such boxes are the sole property and responsibility of the Union. Neither the ballot boxes nor the ballots shall be subjected to the Employer's review. All ballot boxes shall be removed ASAP after the Union issues have been determined.

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**Section 24.1:****ARTICLE 24****SUBCONTRACTING OUT**

The Employer shall not contract or subcontract out any work normally performed by bargaining unit employees which directly results in layoff of those employees. The Employer shall not

contract or subcontract out work that would normally be performed by bargaining unit employees during the first one-year period that the bargaining unit employees are laid off.

#### ARTICLE 25

#### DRUG AND ALCOHOL TESTING

##### Section 25.1:

Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful manner or is otherwise under the influence of alcohol while working may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern or abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or, independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

##### Section 25.2:

Initial tests shall be made by a medical professional or institution qualified to administer such tests.

Confirmatory drug screening tests shall be conducted by medical laboratories meeting the standards of the United States Department of Transportation. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

##### Section 25.3:

Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

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##### Section 25.4:

The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods.

The employee shall provide a signed release for disclosure of the testing results to the Employer. A representative from the bargaining unit shall have a right of access to the results upon request of the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

##### Section 25.5:

A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above.

B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

C. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are

negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 25.6:

If after the testing required above has produced a positive result, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work.

Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits should it be necessary for the employee to be placed on medical leave of absence without pay for a period, not to exceed ninety (90) days.

Section 25.7:

If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting within one ( 1) year after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

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Section 25.8:

Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 25.9:

The Employer may conduct four ( 4) tests on an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

Section 25.10:

The provisions of this Article shall not require the Employer to offer a Rehabilitation I detoxification program to any employee more than once.

Section 25.11:

All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with State and/or Federal law.

Section 25.12:

This article does not apply to drug and alcohol testing of applicants who are given a contingent offer of employment by ACEMS.

Section 26.1: Sick Leave Accrual

ARTICLE 26

SICK LEAVE

Sick leave shall be earned at the accrual rate of 0.0575 hours per hour of work of in active pay status, including paid vacation, overtime, and sick leave, but not during an unpaid leave of absence or layoff.

Unused sick leave shall accumulate without limit.

Section 26.2: Retention of Sick Leave

An employee who transfers from another public agency to Athens County, or who has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that section, so long as he is employed by the County except that deduction

shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his reemployment with Athens County provided that such reemployment takes place within ten ( 1 0) years of the date on which the employee was last terminated from public service. The words "public agency" as used above means those entities required to provide sick leave under R.C. 124.38 and 124.382, including the state, counties, municipalities, all boards of education, civil 24

service townships, etc., within the state. Villages, private industry councils, libraries organized as nonprofit corporations, and other entities not required to provide sick leave under R.C. 124.38 or 124.382 are not "public agencies." Notwithstanding the above or Section 6.4, Sick Leave Conversion, if any person removed for conviction of a felony within the meaning of R.C. 124.34 is subsequently reemployed by the County, such person is only qualified to accrue sick leave as if he or she were a new employee receiving no credit for prior service.

#### Section 26.3: Expiration of Sick Leave

If illness or disability continues beyond the time covered by earned sick leave, the employee may utilize other accumulated and authorized paid leave, or may be granted a disability separation, Family and Medical Leave, a personal leave, or voluntary disability separation in accordance with the appropriate policy covering such leaves. It is the employee's responsibility to request a leave of absence on the standard "Request for Leave" form. The employee must submit a written request since leaves of absence are not granted automatically when the employee's sick leave expires.

#### Section 26.4: Charging of Sick Leave

Sick leave will be granted to an employee only upon recommendation from the immediate supervisor and approval by the ACEMS Chief(s) or his designated representative for those reasons as outlined in Section 5 below. Sick leave shall be charged in minimum increments of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

#### Section 26.5: Uses of Sick Leave

Sick leave may be granted for the following reasons subject to the approval of the ACEMS Chief(s):

1. Illness, injury, or a pregnancy or childbirth-related condition of the employee or a member of the immediate family. (In case of a member of the immediate family\*, the ACEMS Chief(s) may approve sick leave when it appears justified, after careful investigation, where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.);
2. Death of a member of the immediate family (Sick leave usage is limited to a maximum of fortyeight ( 48) hours and is not required to be taken consecutively (See also Section \_Funeral Leave)
3. Medical, dental, or optical examination or treatment of employee or a member of the immediate family, where the presence of the employee is reasonably necessary, and which cannot be scheduled during nonworking hours (Employees should make every effort to schedule medical appointments during nonworking hours. If this is not possible, the employee shall notify his immediate supervisor twenty-four (24) hours in advance of the appointment.);
4. If a member of the immediate family is afflicted with a contagious disease or requires the care of the employee; or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;

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5. Donation of leave to co-worker in accordance with leave donation programs established pursuant to O.R.C. 124.391.



\*For the purpose of this article, "immediate family" shall be defined as: husband, wife, child, mother, mother-in-law, father, father-in-law, step-parents, step-children, step-siblings, sister, sister-in-law, brother, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, a legal guardian or other person who stands in place of a parent.

**Section 26.6: Evidence Required for Sick Leave Usage**

The employee shall be required to complete, sign, and deliver, to his supervisor a standard Request for Leave Form explaining the nature of the illness to justify the use of sick leave. This form shall contain sufficient facts to satisfy the ACEMS Chief(s) that the use of sick leave is justified and shall be completed as soon as possible. If medical attention is required, the ACEMS Chief(s) may require a certificate stating the nature of the illness signed by a licensed physician to justify the use of sick leave and to determine if the employee is medically capable to return to work. Application for sick leave should be filed in advance for scheduled appointments or immediately upon the employee's return to work. Employees shall not be entitled to sick leave payment unless and until they have submitted the above application, and it is approved by the ACEMS Chief(s). Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

**Section 26.7: Notification by Employee (Call-In Procedure)**

When an employee is unable to report to work, he or she shall notify his or her immediate supervisor or other designated person within two (2) hours prior to the time he or she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or other arrangements are made with the employee's immediate supervisor. Employees working in departments which operate on a twenty-four (24) hours a day basis must report off not less than two (2) hours prior to the start of their scheduled shift. Sick leave is not approved by the individual answering the telephone; this person only documents the fact that the employee did give proper notification. When notifying his or her supervisor the employee shall indicate the nature of the illness, whether he or she plans to seek medical attention and shall leave an address and telephone number where he or she may be contacted. Sick leave is only approved after the employee has submitted the required request for sick leave and the ACEMS Chief(s) has agreed that the request is justified.

Sick leave shall not be granted to an employee who arrives for work after his required starting time and did not call in according to the established call-in procedure, to indicate he would be late or absent for part of the day. Employees failing to follow the above notification procedures will be considered absent without leave (A.W.O.L.), will be subject to disciplinary action, and will not be paid for such absence.

Exhaustion of sick leave benefits is no excuse for failure to notify.

**Section 26.8: Abuse of Sick Leave**

The ACEMS Chief(s) may initiate investigations of any employee's absence. The employee may be required to submit to a medical examination, visit, or other inquiry which the ACEMS Chief(s) deems

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necessary to justify the use of sick leave. Employees intentionally failing to comply with sick leave rules and regulations or falsifying documents shall be subject to appropriate disciplinary action including denial of sick leave payment and discharge. Application for sick leave with intent to defraud may result in discharge and refund of salary or wage paid.

**Section 26.9: Physician Statement**

Employees with an illness or disability exceeding two (2) consecutive shifts shall be required to furnish a statement from his physician notifying the ACEMS Chief(s) that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the ACEMS Chief(s) may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

## Section 26.10: Physical Examination

The ACEMS Chief(s) may require an employee to take an examination conducted by a licensed practitioner to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, disability separation leave, or other appropriate leave, or make application for disability retirement. The cost of such examination shall be paid by the County.

## ARTICLE27

## WORK WEEK AND OVERTIME

## Section 27.1:

The work week shall be defined as a seven (7) day period and shall begin at 08:01 hours Friday morning and end at 08:00 hours the following Friday Morning.

For purposes of this agreement, the term "shift" shall be defined as a twenty-four (24) hour scheduled period of work beginning at 08:01. The scheduled work week shall consist of 24 hours on duty followed by 48 hours off duty.

## Section 27.2:

For the purpose of this article, employees shall be paid at one and one-half times (1 ~) their hourly rate for all hours actually worked in excess of forty (40) in a work week.

## Section 28.1:

## ARTICLE28

## COMPENSATORY TIME

The ACEMS Chief(s) may allow an employee to accumulate compensatory time in lieu of overtime pay. Any employee not designated as FLSA overtime exempt, may elect to take compensatory time off in lieu of

overtime pay for overtime worked. Compensatory time taken during the same workweek that the overtime occurred shall be at straight time calculation. Compensatory time off not taken during the same workweek that the overtime occurred shall be computed on a time and one-half (1 1/2) basis and shall be granted by the ACEMS Chief(s) at the employee's regular base hourly rate at a time mutually convenient to the employee and the Appointing Authority within 180 days after the overtime is worked, or within a time to be specified by the Chief(s).

## Section 28.2:

Request for compensatory time accumulation in lieu of overtime pay must be made in writing to the ACEMS Chief(s) prior to the end of the payroll period, otherwise the employee will be paid for any authorized overtime.

## Section 28.3:

Once the employee has submitted a written request to accumulate compensatory time during a pay period he may not thereafter transfer the compensatory time into an overtime payment except in the event of the employee's termination of employment or separation from ACEMS.

## Section 29.1:

## ARTICLE29

## FUNERAL LEAVE

Any eligible employee may be granted usage of sick leave, upon approval of the ACEMS Chief(s) for a maximum of forty-eight ( 48) working hours, which does not need to be taken on consecutive shifts, in the event of a death of an immediate family member. If a member needs to leave during his or her shift, that time shall not count towards the forty-eight ( 48) hours of funeral leave and shall only come off of the members sick leave. For the purpose of this policy, "immediate family" shall be defined as: husband, wife, child, mother, mother-in-law, father, father-in-law, step-parents, step-children, step-siblings, sister,

sister-in-law, brother, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, a legal guardian or other person who stands in place of a parent. Such leave shall be for the purpose of attending the funeral, making funeral arrangements, and performing other such duties related thereto.

Section 29.2:

Upon approval of the ACEMS Chiefs, an employee may be granted an unpaid personal leave day to attend the funeral of a friend or relative not considered a member of the employee's immediate family. An employee may choose to use accumulated vacation or compensatory time for this purpose if he or she has such time available.

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Section 30.1:

ARTICLE30

PERSONAL LEAVE

Full-time personnel shall receive forty-eight ( 48) hours of paid personal leave each calendar year.

Section 30.2:

Personal leave may be taken in one ( 1) hour increments.

Section 31.1:

ARTICLE31

HOLIDAYS

Members shall have the following paid Holidays

New Year's Day (Super)

Martin Luther King Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day (Super)

Christmas Day (Super)

First Day of January

Third Monday in January

Third Monday in February

Fourth Monday in May

Fourth day of July

First Monday in September

Second Monday in October

Eleventh Day of November

Fourth Thursday in November

Twenty-Fifth Day of December

The length of a Holiday is from Midnight to Midnight.

Section 31.2:

Employees who are required to work on a holiday will receive one and one half(1 & ~)times their regular pay for all hours actually worked on the holiday in addition to his/her regular hourly rate.

Employees who are mandated to work overtime on a Super holiday shall be paid (2) times their regular pay for all hours actually worked on that holiday.

Section 31.3:

In the event that the Athens County Board of Commissioners passes a resolution which designates an additional holiday for their non-bargaining unit employees, those EMS bargaining unit employee who actually work during the same hours of such an additional holiday shall receive the same amount of hours at one and one half (1 & ~)times their regular pay.

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Section 32.1:

ARTICLE32

VACATION

All full-time employees shall begin accrual of vacation with pay after two (2) full weeks of continuous service with the County. The accrual balance will be credited to the employee but will not be available for use as approved vacation leave until the employee has completed his or her probationary period. The amount of vacation leave of service as follows:

Years of Service: Vacation Leave: Rate of Accrual:

Over 1 year 2 weeks 0.3875 per hour worked

Over 7 years 3 weeks 0.575 per hour worked

Over 13 years 4 weeks 0.775 per hour worked

Over 20 years 5 weeks 0.9625 per hour worked

Section 32.2:

Full-time employees who are in active pay status for less than their number of regularly scheduled, nonovertime hours in any pay period will receive prorated vacation accrual credit for only those non-overtime hours they were in active pay status during that pay period.

Section 32.3:

On or after October 25, 1995, employees will receive credit for prior service with the state or any political subdivision of the state for purposes of receiving prospective vacation accumulation, per O.R.C. 9.44. Examples of political subdivisions include counties, cities, villages, and boards of education, but do not include private industry councils, libraries organized as nonprofit corporations, or other entities that are not actually political subdivisions even though their employees may pay into PERS. However, if the Board of Commissioners elects to count prior service with a prior employer by resolution, the affected employee may retain such credit as of October 25, 1995. Employees who feel they are entitled to such prior service credit should have the previous employer, state, or other political subdivision notify the Appointing Authority in writing of the dates and in what position the employee was previously employed. The employee shall not be entitled to such prior service credit until official notification has been delivered to the Appointing Authority. Notwithstanding any of the above, if any person removed for conviction of a felony within the meaning of R.C. 124.34 is "subsequently reemployed" by the County, such person is only qualified to accrue vacation as if he or she were a new employee receiving no prior service credit.

Section 32.4:

Vacation leave is accumulated based on pay periods, and additional vacation leave is not accrued through the accumulation of paid overtime. No vacation is accrued while an employee is not in active pay status.

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No employee will be entitled to vacation leave nor payment for accumulated vacation until he or she has completed their probationary period.

Section 32.5:

Vacations are scheduled in accordance with the work load requirements of each work unit. Vacation requests must be submitted in writing to the ACEMS Chief( s) or his or her designee for approval, prior to the employee taking the time off. Employees will be denied payment for any absence not approved by the ACEMS Chief(s). The form, "Request For Leave," as provided in Section 11 herein, is a sample of the

form used to request vacation leave.

Section 32.6:

Generally, vacation leave shall be taken by an employee within the twelve (12) month period following the employee's anniversary date. The ACEMS Chief(s) may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in writing by the ACEMS Chief(s) in advance and must be in response to special circumstances. No vacation leave shall be carried over for more than three (3) years. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years or which has not been approved for accumulation by the ACEMS Chief(s).

Section 32.7:

Upon separation from the County's payroll an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued but unused vacation leave to his credit at the time of separation. In case of death of an employee such unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code to the employee's survivors or his or her estate. Lawfully accrued vacation shall mean vacation accumulated with the written permission of the ACEMS Chief(s) within the preceding three (3) years.

Section 33.1:

ARTICLE33

UNIFORMS

Members of the bargaining unit shall receive a uniform allowance of \$400.00 per year payable on or before March 15th of each of the contract years. Bargaining unit employees assigned to the "floater position" at the time the uniform allowance is paid shall receive an additional \$100.00 per year for a total uniform allowance of \$500.00 per year.

The uniform allowance is provided via a quartermaster system with the uniform allowance being provided by January 31 51

• Any allowance not used by August 1 st shall be lost.

Athens County EMS shall ensure that all bargaining employees have been provided with the following:

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Two (2) pairs of pants

Two (2) shirts

One ( 1) pair of boots

One (1) belt

Replacement of the above shall be borne by the employee out of their uniform allowance.

Section 34.1:

ARTICLE34

INSURANCE

The parties agree that bargaining unit members shall have the same plan offerings made available to them as are provided to all other non-bargaining County employees who are paid out of the general fund (with the exception of the County Board of Election employees). Contributions rates shall be the same as all other such employees of the total insurance premium for major medical, prescription, dental and vision for single and family plans.

The County shall choose the carrier.

For the insurance plans described in this section, the Employer shall continue to provide benefits and coverage substantially equivalent to the level of benefits and coverage presently provided.

Section 34.2:

The Employer agrees to provide and pay for a \$30,000 Life Insurance Policy.

ARTICLE35

WAGES

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Section 35.1: Wage Rates

Effective the first full pay period upon execution of this agreement, the hourly wage rates for bargaining unit positions shall be as follows:

Base Rate for EMT: \$11.65

Base Rate for Advanced EMT: \$12.01

Base Rate for Paramedic: \$14.10

Effective the first full pay period in 2019, a 3% increase and the hourly wage rates shall be as follows:

Base Rate for EMT: \$12.00

Base Rate for Advanced EMT: \$12.39

Base Rate for Paramedic: \$14.52

Effective the first full pay period in 2020, a 3% increase and the hourly wage rates shall be as follows:

Base Rate for EMT: \$12.36

Base Rate for Advanced EMT: \$12.76

Base Rate for Paramedic: \$14.96

Section 36.1:

ARTICLE36

DURATION

With the exception of Article 35, this Agreement shall become effective January 1, 2018 and continue until 11:59:59, December 31, 2020. The wage rates contained within Article 35 take effect as specifically set forth in Article 35.

Section 36.2:

If either party desires to modify, amend, or terminate this Agreement, it shall give notice of such intent no earlier than ninety (90) calendar days prior and not later than sixty (60) calendar days to the expiration date of this Agreement. Such notice shall be pursuant to the State Employment Relations Board (O.A.C. 4117-09-02). The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

Section 36.3:

The provisions of this Agreement constitute the entire agreement between the Employer and the Union and may be amended in writing by Agreement of the parties.

33

SIGNATURE PAGE

In witness whereof, the parties have executed this Agreement as of the ~ day of

October 2018 in Athens County, Ohio.

The International Association of Fire Fighters

Athens County EMS Association

Local 5126

34

Athens County Board of Commissioners

Chief Rick B. Callebs, BPA, EMT-P

Approved as to Form:

Keller Blackburn, Esq.

Athens County Prosecuting Attorney

Approved as to Content:



Jeffrey A. Stankunas, Esq.

Isaac, Wiles, Burkholder & Teetor, LLC

(Signature page copied to page 518 ).

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following EMS Land Use and Lease Agreement with the City of Athens:

EMS Land Use Agrmt. w/City of Athens

EMERGENCY MEDICAL SERVICES LAND USE AND LEASE AGREEMENT

This Emergency Medical Services Land Use and Lease Agreement ("Agreement") is entered into on October 9<sup>th</sup>, 2018 (the "Effective Date") by and between THE CITY OF ATHENS, OHIO and The Athens County Commissioners, on behalf of ATHENS COUNTY, OHIO (together, the "Parties").

RECITALS

WHEREAS, THE CITY OF ATHENS (The "City") owns approximately 13.596 acres near Kenny Drive located in Athens, Ohio (the "Property"); and,

WHEREAS, the City obtained the Property as a donation from a private party on the condition that ATHENS COUNTY, OHIO (the "County") would be permitted to build an Emergency Medical Services Station ("EMS Station") on the Property; and

WHEREAS, the County has indicated a desire to build and own the EMS Station to administer emergency medical services to Athens County;

NOW THEREFORE, the Parties set forth the following rights and responsibilities with regard to access and use of the Property, pursuant to this Agreement:

TERMS AND CONDITIONS OF AGREEMENT

1. Incorporation by Reference. The foregoing Recitals to this Agreement are incorporated herein by reference as if the same are set forth more fully herein.
2. Building of EMS Station.
  - A. The County is permitted to build an EMS Station on the Property in its desired location pursuant to the building plans attached hereto as Exhibit A.
  - B. The County agrees to maintain an open line of communication with the City regarding variations from the original plans, major developments, or other pertinent information. The County further agrees to communicate pertinent information in writing in a timely manner.
  - C. The County will have two (2) years from the Effective Date to begin construction on the EMS Station. If the County does not exercise its option to build an EMS Station on the Property within two (2) years of the Effective Date, its option to build on the Property or use the Property for any other purpose will expire.
  - D. If the County begins construction on the EMS Station within two (2) years of the Effective Date, the County will have two (2) years from the date construction begins to complete the EMS Station and begin operating it for Emergency Medical Services (hereinafter defined) (the "Completion Date"). If the County fails to complete construction by the Completion Date, the County's option to build and operate an EMS station as well as use the Property for any other purpose will expire. The County will be responsible for removing any partially constructed structures.
  - E. If the County is delayed in completion of construction of the EMS Station due to any act or neglect by the City, or changes in orders in the work, or by weather conditions, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any causes beyond the County's control, then the Completion Date shall be extended for the period of any or all of such causes. The Parties may, by written agreement, extend the Completion Date.
  - F. If at a later date the County wishes to construct additional structures or otherwise develop the property depicted in Exhibit A, the City must give written

approval.

3. Lease of Property.

A. The County shall be permitted to lease the property designated in Exhibit A for the annual sum of one dollar (\$1.00), due on October 1 of each year. If October 1 falls on a Saturday, Sunday, or holiday, the next business day.

B. The term of this Agreement shall be for thirty (30) years beginning October 1, 2018 notwithstanding the contingency limitations in Sections 2(C) and 2(D). This Agreement shall automatically renew for four (4) five (5) year terms (until October 1, 2068). If the County wishes to terminate this Agreement prior to October 1, 2068, or assign its interest in this Agreement to a third party, it must give the City sixty (60) days' written notice.

C. The County will be permitted to use parking lots on the Property. The construction and expense allocation between the Parties of building such parking lots shall be determined at a future date.

D. Maintenance. The expense allocation between the Parties for snow removal, landscaping, and parking lot maintenance of any and all parking lots or other shared areas on the Property will be determined at a future date. The County will be responsible for lawn care, snow removal, and landscaping for the area immediately surrounding the EMS Station as shown in Exhibit A.

4. Operation of EMS Station.

A. The County will own and operate the EMS Station for the purpose of receiving 911 calls and dispatching medical emergency services as necessary ("Emergency Medical Services").

B. The EMS Station may be operated by another entity besides the County on the conditions that:

i. The EMS Station is still used for Emergency Medical Services, and the EMS station continues to provide service to the City of Athens,

ii. the entity operating the EMS Station is bound by any and all contracts and agreements between the Parties regarding the use and operation of the EMS Station, and

iii. the County continues to own the EMS Station.

C. Utilities. The County shall pay or cause to be paid all charges for all utilities to the EMS Station or used on or related to the EMS Station.

5. The City's Right of First Refusal. If at any time (1) the County desires to sell the EMS Station, or (2) The EMS Station ceases to operate for Emergency Medical Services, the City shall have the right of first refusal to purchase the EMS Station from the County.

A. The right of first refusal means the County will offer the EMS Station to the City for sale first, before any other party. While the City considers whether or not it will purchase the EMS Station, the County will not negotiate or advertise the sale of the EMS Station.

B. The County shall notify the City in writing of its intent to sell the EMS Station or that the EMS Station will cease operating as a facility that provides Emergency Medical Services.

C. The City will have sixty (60) calendar days to notify the County in writing whether or not it will begin negotiations with the County to purchase the EMS Station, or whether it is declining its option to purchase.

D. The City's exercise of its right to negotiate with the County for the purpose of purchasing the EMS Station in no way obligates the City to purchase the EMS Station.

6. Training Classroom.

A. If the County elects to build a training classroom inside the EMS Station (the "Classroom"), the City will be permitted to use the Classroom for training activities when not in use by the County.

B. If the County elects to build the Classroom, a separate agreement will be executed between the Parties outlining the use and responsibilities for the Classroom. Scheduling for the Classroom may take place via electronic mail.

7. Notice.

A. When written notice is required, it should be made to the following individuals via the United States Postal Service or electronic mail:

For the City:  
Athens Fire Chief  
or his/her designee.

For the County:  
Athens County EMS Chief  
or his/her designee.

8. County Insurance. Throughout the construction and operation of the EMS Station, County, shall, at its sole expense, procure and maintain with respect to the EMS Station, commercial general liability insurance, including bodily injury, property damages liability and fire damage liability against any and all damages and liability on account of or arising out of injuries to or the death of any person or damage to the property, however occasioned, in, on or about the EMS Station in amounts not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000.00) annual aggregate, and one million dollars (\$1,000,000.00) fire damage liability.

9. Indemnification. The City shall not be liable for any damage by or from any act of the County, its employees, contractors, invitees or agents. The County shall indemnify, defend and hold harmless the City and its officers, directors, employees and agents from and against any and all claims, demands, causes of action, judgments, costs, expenses, losses and damages, attorney fees, incurred in the defense of any such claim or any action proceeding which may be brought against, out of or in any way arising from the construction of the EMS Station unless such injury is from the gross negligence, willful or criminal conduct of the City, or any officer, director, employee, contractors or invitees.

10. Severability. If any provision of this Agreement is held, declared, or determined by any court of competent jurisdiction to be illegal or invalid, other than the release of claims provisions set forth herein, then that provision shall be deemed not to be part of this Agreement, and this Agreement shall be construed to give effect to the remaining provisions.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall constitute but one and the same instrument and this Agreement shall become effective upon the execution of a counterpart hereof by each of the Parties. One or more of such counterparts may be delivered via facsimile, e-mail or other electronic format, and the Parties intend that they shall have the same effect as an original counterpart hereof.

12. Entire Agreement. The Parties agree that this Agreement is the entire agreement between them with respect to the terms hereof, and it represents their full and complete understanding. This Agreement supersedes any and all agreements, whether written or oral, whether prior or contemporaneous. No prior or contemporaneous written or oral agreements may be offered to alter the terms of this Agreement. This Agreement may not be modified except in writing signed by all Parties hereto.

13. Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Ohio.

14. Choice of Forum. Any and all claims, disputes and/or disagreements arising from or regarding this Agreement or the terms hereof shall be brought in the Athens County Court of Common Pleas.

15. No Waiver. The failure of any Party at any time to require strict performance of any provision of this Agreement or to resort to any remedy provided under this Agreement shall in no way affect the right of that Party to require strict performance or to resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach of this Agreement be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is to be enforced.

IN WITNESS WHEREOF, the parties execute this Emergency Medical Services Land Use and Lease Agreement.

THE CITY OF ATHENS

BY: \_\_\_\_\_  
Andy Stone, City of Athens Service Safety Director

ATHENS COUNTY

BY: \_\_\_\_\_  
Lenny Eliason, Athens County Commissioner

BY: \_\_\_\_\_  
Chris Chmiel, Athens County Commissioner

BY: \_\_\_\_\_  
Charlie Adkins, Athens County Commissioner

(Copied to pages 519-521).

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the EMS Contract with BDT for professional services as

**EMS - BDT Architects Prof. Serv. Contract**

follows:

BDT - 26 East Park Drive, Athens, Ohio 45701  
33 N Grant Ave, Ste 150, Columbus. Ohio 43215

TECHNICAL PROPOSAL  
Between Client and Architect

For Professional Services  
Version 01 - Revision 2

Client:  
Athens County Commissioners  
Chris Chmiel cchmiel@athensoh.org  
15 S Court Street, 2nd Floor  
Athens, Ohio 45701

Architect: BDTAID, Inc. (BOT)  
Federal EIN: 31-1411445  
507 Richland Avenue, Suite 301, Athens, Ohio 45701  
(740) 592-2420

Project Manager: Donald Dispenza, ddispenza@bdtaid.com  
Project:

Athens County EMS Station  
Athens, Ohio

Services:

Disciplines:

Project Type:

Delivery Method:

1. Project Summary:

Design with construction observation

Architecture

Offices and warehouses

Design-Bid-Build

September 20 2018

Athens County - EMS Station

Athens, Ohio

The project is for a new EMS Station located at the TS Trim site in Athens, Ohio. For initial planning, the project is to follow provided floor plans for general layout and scope. It is also intended that the building be as energy efficient as possible based upon the allowable budget and that it demonstrate for the region sustainable building practices.

A. Project Scope:

1) Site Master Plan: Develop site layout options for the EMS facility. BOT to coordinate master planning with the County and EMS Staff.

2) Building Master Plan: Develop space planning options and programming to determine the best possible building layout for allowable budget. Also considered will be various sustainable design options for review. For general planning, the project is to contain the following functions/ spaces

- EMS Offices
- Training Room
- EMS Crew Quarters
- Garage

3) Construction Documents: Upon approval of the project layout and budget, BOT will develop documents suitable for permitting, bidding and construction.

2. Scope of Services:

A. Architectural Services:

Architectural design and construction administration services as indicated below will be provided.

Basic Services per the contract include, but are not specifically limited to:

- 1) Planning/ Programming
- 2) Architectural and Graphic Design
- 3) Phased Submittal of Documents for Review
- 4) Construction/ Bid Documents
- 5) Statements of Probable Cost at each submittal phase
- 6) State of Ohio Permits
- 7) City of Athens Permits
- 8) Project Bidding Services
- 9) Construction Administration
- 10) Project Close Out

B. LEED Certification Services:

No LEED services are provided for in this proposal.

C. Mechanical, Electrical and Plumbing Engineering

Standard MEP Engineering for work as indicated will be provided.

D. Structural Engineering

Standard Structural Engineering for work as indicated will be provided.

E. Civil/ Site Engineering

Standard Civil Engineering for work as indicated will be provided.

F. Hazardous Materials Abatement:

No Hazardous Materials Abatement services are provided.

3. Project Delivery:

We propose the following phased project delivery methodology:

A. Validation of Existing Conditions: Acquire existing property and utility information for the site and field verify information and dimensions for critical systems and spaces.

B. Code and Regulatory Review: Review the building plans, building type research and the existing conditions to confirm the impact compliance with the building code and other applicable regulations will have on the building design.

C. Schematic/ Design Development Design Stage: Prepare design documents based on the above inputs for review. The final version of the design development will include floor plans or elevations, schedule, cost estimate and other documents necessary to communicate the design solution plus a refined statement of probable cost.

D. Construction Documents Stage: Based on the approved Design Documents and scope of work, Construction Documents will be prepared for use in obtaining permits and bids and for use in construction of the project. A detailed statement of probable cost will be prepared at the conclusion of this phase for use in evaluating bids for the work.

E. Bidding I Permitting: BOT will distribute drawings to all bidders. We will also conduct a pre-bid meeting, respond to any questions raised by contractors during the bidding phase and be in attendance at the bid opening. BOT will also acquire permits from the State of Ohio.

BDTAID, Inc. Proposal Version 02 2

F. Construction Administration and Closeout: Our Team will perform standard construction administration services including review of submittals, pay applications and closeout documents, attendance at progress meetings and on-site representation as required to be generally familiar with the project proceedings. We will lead regular project meeting throughout the construction process, provide meeting minutes and additional on-site direction as needed. At the completion of the project we will provide standard closeout services.

4. Project Metrics:

The project is not defined at this point, but for the sake of this proposal, we are assigning the following values to the project

Building Area:	
• EMS Offices:	3,000 SF
• EMS Crew Quarters:	4,000 SF
• Garage:	5,000 SF
Total Building Area	12,000 SF
Site Area: 1/2 Acre	
Project Construction Cost:	
• EMS Offices:	@\$135/sf = \$ 405,000
• EMS Crew Quarters:	@\$135/sf = \$ 540,000
• Garage:	@\$100/sf = \$ 500,000
Total Building Cost	\$1,445,000

5. Project Delivery Schedule:



The preliminary project development schedule is as follows:

A/E is under contract	September 2018
SO/DO Phase	September- October 2018
Construction Documents	November 2018
Bidding	January 2018
Start Construction	Spring 2019
Complete Construction	Winter, 2019/20

6. Team Contact Information:

Project Lead  
BOT Architects & Designers  
26 East Park Drive  
Athens, Ohio 45701  
Ph. 7 40.592.2420  
Fax. 740.592.3824  
Partner-in-charge/ Project Architect  
Don Dispenza  
Mobile: 7 40.541-1163  
ddispenza@bdtaid.com

7. Information Provided by Client

- A. Existing site and property documents.
- B. Building plan proposed layouts

8. Fee Arrangement:

- A. Basic Services: Based on the Scope of Work outlined above, our fee will be a lump sum fee. This amount will include all listed professional design services and consulting services.
- B. Reimbursable Expenses: Reimbursable expenses are considered those which are not clearly identified at this time, but which will be identified at the time of transaction. We have identified services below we anticipate for this project:
  - 1. Printing: An expense for printing of all distributed review and bid documents is proposed. Printing required for in-house reviews and use by BOT would be included in the Basic Services.
  - 2. Permits: An expense for State of Ohio Building Permits and City of Athens Permits are proposed.
- C. Additional Services: Services in excess of those listed will be amended should a change in scope occur on a time and material basis.
- D. Allowances: Allowance expenses are considered those which are not clearly identified at this time, but which will have a cost to the A/E throughout the course of the project.

9. Fee Summary:

A. Basic Services Fee:	\$ 84,000.00
1. Basic Building Services (6.0% of project estimate):	
B. Reimbursable Expenses:	\$ 500.00
1. Expenses associated with review, bid and construction document reproduction and distribution.	

2. Permit Fees associated with renovation (estimated)	\$ 3,500.00
C. Additional Services:	
1. Site Survey and Topography Plan	\$ 2,500.00
2. Geotechnical Survey and Report	\$ 4,500.00
D. Allowances:	
1. None	\$ 0.00

I appreciate the opportunity you have given our team to provide design services on this project and look forward to working with you. Please review this proposal and feel free to contact me if you require any additional information. If the above terms are acceptable, please issue a purchase order and we will begin work on the project immediately.

EXECUTION OF AGREEMENT:

This Agreement entered into as of the date indicated above, and incorporates the attached Terms and Conditions.

CLIENT: /s/ Lenny Eliason ARCHITECT: /s/ Donald J . Dispenza, Principal Architect  
(Signature) (Signature)

Client Name: Lenny Eliason, President, Board of Commissioners  
Terms and Conditions  
BOT AID, Inc., hereinafter called "BOT", shall perform services defined in this Agreement for the Client, Athens County Commissioners, under the following Terms and Conditions:

Time  
BOT shall perform services under this Agreement as promptly as is consistent with sound professional practices. BOT shall, upon request of Client, submit a schedule for completion of services which may be adjusted as the project proceeds, and shall include allowances for review by Client and approval by governing authorities.

Client's Consultants  
Services provided for site survey, subsurface investigation, or preengineered building design, If a part of the project. shall be by licensed professional consultants and bear their seals. BOT shall have no responsibility for the components of the project designed by the Client's consultants. Review by BOT of the consultants' work is solely for consistency with BDRs design concept. BOT shall be entitled to rely on the technical sufficiency and timely delivery of documents and services of Client's consultants, as well as the consultant's computations, and shall not be required to review consultant's work for compliance with applicable codes, laws or other regulations. The Client shall indemnify

and hold harmless BOT from and against claims, damages, losses and expenses, including attorneys' fees, arising out of services of other consultants of the Client.

#### Environmental Issues

It is understood and agreed that the Agreement does not contemplate the handling of or design including asbestos or any hazardous waste material. The Client agrees to notify BOT of hazardous materials known or suspected to exist at the project site. The Client agrees to indemnify and hold harmless BOT for all claims arising from encountering of unanticipated asbestos or other hazardous waste material as defined by the E.P.A.

#### Construction Means, Methods and Safety

It is understood that BOT has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction safety beyond its own personnel.

#### Payment

Invoices for services and reimbursable expenses will be submitted monthly or at the completion of each phase of work and are due upon receipt.

Invoices will be considered past due when unpaid after 30 days and subject to a service charge of 1.5 percent per month on the outstanding balance. In the event any portion of account remains unpaid 90 days after billing, Client shall pay cost of collection. BOT reserves the right to terminate performance of its BDTAID, Inc.

services, without waiving any rights and without liability, for failure of Client to make payments in accordance with the provisions of this Agreement.

#### Tennination

This Agreement may be terminated upon ten days written notice by either party should the other fail to perform in accordance with the terms of the Agreement or if the project is delayed, suspended or abandoned. In this event,

the Client shall pay BOT, within 30 days of the date of termination, for all services performed and reimbursable expenses to date of termination.

#### Dispute Resolution

All claims, disputes, or other matters in question between the Client and BOT arising out of this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. In the event the Client or BOT makes a claim or brings an action against the other for any act arising out of the performance of the services in this Agreement, and the Claimant fails to prove such claim or action, then the Claimant shall pay all legal and other costs, including attorneys' fees, incurred by the Defendant of such claim or action.

#### Standard of care

Services performed by BOT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any other instruments of service.

#### Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and BOT, the risks have been allocated such that the Client agrees that bears total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total fee for services on this project or \$20,000.00, whichever is greater. Such causes include, but are not limited to, errors negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

#### Ownership of Documents

Client acknowledges BOTs documents, including electronic media, as instruments of eors service, not

products. BOT shall retain records of services for a period of ten years, during which period they will be available to the Client at all reasonable times.

These documents are and shall remain the property of BOT, and are for use Proposal Version 02

solely with respect to this Project.

Documents may not be used for any other endeavor without the written consent of BOT. Any unauthorized modification or reuse of documents is at Client's sole risk, and Client agrees to indemnify and hold BOT harmless from all claims arising out of the unauthorized modification or use of BDRs instruments of service.

#### Electronic Data Limitations

Electronic data produced as part of this Agreement are compatible only with the software and hardware used in their production at BOT. BOT makes no representation as to the compatibility of electronic data with software or hardware of others.

BOT reserves the right to remove all indication of its ownership, including professional seals, from each electronic medium not held in its possession.

#### Agreement

This Agreement represents the entire understanding between the parties concerning the project to which it refers and supersedes all prior negotiations concerning it.

This Agreement shall be governed by the applicable laws of the State of Ohio.

If any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected.

This Agreement may be amended only in writing, agreed to by both parties.

This Agreement shall be binding on the parties, their successors, assigns and representatives. Neither party shall assign, sublet or transfer their interest in this Agreement without the prior written consent of the other.

#### Acceptance

Authorization by the Client to proceed, whether oral or written, constitutes

acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgment, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by Design Professional's authorized representative. Agreement of Terms and Conditions, initialed by:

(Copied to pages 522-524).

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

~ Frank LaVelle, Atty. - US50 Corridor Sewer Project - Discussion and updates regarding current up to date list of properties which will need individual grinder pumps, approximately forty-four (44) homes. Details are still being worked out, and at some point soon, a letter and temporary access agreement will be sent out to these property owners regarding the grinder pumps. Mr. LaVelle has been meeting with the Engineers and Land Agents on a weekly basis to work out details of the project.

**US50 Corridor Sewer - Discussion w/Atty. Frank Lavelle**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 11:06 with Atty. Frank LaVelle, ACWSD Supt. Rich Kasler and Clerk JoAnn Rockhold to further discuss the acquisition of real estate for lift stations, and also numerous easements pertaining to the US50 Corridor Sewer Project.

**Executive Session - w/Atty. Frank Lavelle, ACWSD Supt. R. Kasler, Clerk JoAnn Rockhold Discuss Easements**

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 11:36 after discussion regarding easement requirements and lift stations.

**Return to Regular Session**

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Resolution approving the addendum to contract with land agents Paul Jacobs and Todd Oda:

**US50 Sewer Project - Contract w/Land Agents Paul Jacobs - Todd Oda**

RESOLUTION NO. 108.10.9.18  
RESOLUTION APPROVING ADDENDUM TO CONTRACT WITH LAND  
AGENTS PAUL JACOBS AND TODD ODA

WHEREAS, the COUNTY previously engaged Land Agents Paul Jacobs and



Todd Oda to assist with the acquisition of Sewer Easements from property owners for the "County's US Route 50 Corridor Sewer Project;" and

WHEREAS, the County is in need of similar services, for discussions with, conveying information and offers to purchase Lift Station Sites for the County Sewer District, to private property owners, and wishes to engage said Independent Contractors for these services as well, in connection with such Project.

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

1. Said Land Agents Paul Jacobs and Todd Oad shall be paid the flat sum of \$300.00 per property, to communicate with, meet, discuss and tender appraisal officers and Deeds to and from the apx. 16 private property owners, from whom Lift Station sites must be acquired, under the direction and supervision of Attorney Frank Lavelle and HDR Engineering.

2. It is found and determined that all formal actions of County Commissioners concerning and relating to the passage of this Resolution were conducted in open meetings of the County Commissioners and that all deliberations of the County that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Sec. 121.22 of the Ohio Revised Code;

3. This Resolution shall become effective the earliest date permitted by law.

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

BY /s/ Lenny Eliason, President

(Copied to page 525).

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

**~ Road Viewing - 11:30 - Hillcrest Drive, City of Athens**

**~ Road Hearing - 12:10 - Hillcrest Drive, City of Athens**

**Road Viewing / Hearing - Hillcrest Drive**

A motion was made by Mr. Chmiel and seconded by Mr. Eliason to grant the following easement to the City of Athens

**Easement - City of Athens / Hillcrest Drive**

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that it is hereby agreed by The Board of Commissioners of Athens County, hereinafter Grantor, for good and valuable consideration, receipt is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto The City of Athens, Ohio, hereinafter Grantee, and its legal representatives, successors, and assigns using the easement to a parcel of property described in Volume 297, Page 595, of the Deed Records of Athens County, Ohio (also referenced in Commission Journal Volume 16, Page 407), described as follows:

Situated in Farm Lot 27, Section 4, Athens Township, Town 9, Range 14, Athens County, Ohio and described as follows:

Commencing at a stone\* at the northwest corner of the Grand View Highland Addition to Athens; thence on an assumed bearing South 46 Degrees 30 Minutes

08 Seconds West a distance of 731.00 feet to a point at the southwest corner of Lot 2554 of said Grand View Highland Addition THE TRUE POINT OF BEGINNING; thence along a BOUNDARY AGREEMENT LINE\*\* between the Board of Commissioners of Athens County, owners by deed in Volume 297 Page 595 of the Athens County Deed Records (reference: Commissioner's Journal Volume 16 Page 407) and Israel and Nili Urieli, Trustees of the Nili Urieli Trust, owners by deed in Volume 333 Page 2409 of the Athens County Official Records North 03 Degrees 11 Minutes 16 Seconds East a distance of 1.64 feet to a set iron pin; thence along another BOUNDARY AGREEMENT LINE\*\* between aforesaid parties North 86 Degrees 58 Minutes 22 Seconds West a distance of 60.00 feet to a set iron pin; thence South 03 Degrees 11 Minutes 16 Seconds West a distance of 40.00 feet to a found 1" diameter hexagonal iron pin at the northeast corner of a 0.094 acre tract described in Volume 339 Page 533 of the Athens County Deed Records at the northwest corner of a 0.15 acre tract described in Volume 278 Page 623 of the Athens County Deed Records; thence along the north line of said 0.15 acre tract South 86 Degrees 58 Minutes 22 Seconds East a distance of 60.00 feet to a found 1" diameter rebar at the northeast corner of said 0.15 acre tract at the northwest corner of Lot 2565 of aforesaid Grand View Highland Addition to Athens; thence along the west right of way line of Hillcrest Road North 03 Degrees 11 Minutes 16 Seconds East a distance of 38.36 feet to the point of beginning and containing 0.055 acres and being a part of land described in Volume 297 Page 595 of the Athens County Deed Records with reference made to Volume 16 Page 407 of The Commissioner's Journal.

\*Denotes calculated location of monument based on a previous survey.

\*\*THIS SURVEY SHALL ONLY BECOME VALID WHEN PARTIES TO AFORESAID BOUNDARY AGREEMENT LINES SUBSCRIBE TO SAID LINES BY A LEGAL DOCUMENT SIGNED AND RECORDED IN THE ATHENS COUNTY OFFICIAL DEED RECORDS.

Note: Unless otherwise noted, all set iron pins are 5/8 inch diameter rebar and 30 inches in length and capped with plastic identification marker inscribed "L.F. SWOYER PS 6765."

The above description was prepared under the supervision of Leonard F. Swoyer Registered Professional Land Surveyor No. 6765 and based on a survey performed by Southeastern Land Surveys dated November 12, 2004.

Subject to all easements and right of ways of record.

Deed Reference: Volume 376, Page 1550, Official Records of Athens County, Ohio.

The grant of this easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, successors and assigns.

(Copy to pages 526-528).

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

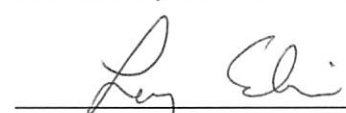
A motion was made by Mr. Chmiel and seconded by Eliason to adjourn the above meeting.

Adjourn

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

  
JoAnn Rockhold, Clerk

  
Julie Brooks, Assistant Clerk

  
Lenny Eliason, President

  
Chris Chmiel, Vice-President

  
Charlie Adkins