

**THE BOARD OF ATHENS COUNTY COMMISSIONERS**, met in regular session, June 23<sup>rd</sup> 2020, via Zoom video conferencing, due to the Covid-19 Pandemic, and following Governor Mike DeWine's social distancing orders; 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 June 23rd, 2020 - Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes from June 16th, 2020

Approve Appropriations, Transfers, New Line Items Requests/Changes

New Line Items:

Commissioners: County Coronavirus Relief Distribution

Receipts	027.2027.412500	Grants
	027.2027.417100	Other
Expenditures	027.2027.560100	Distribution

Commissioners: Local Coronavirus Relief

Receipts	028.2028.412500	Grants
	028.2028.417100	Other
Expenditures	028.3028.560100	Other

Commissioners/Treasurer

\$4,166.36 into 1110.51200 Treasurer Salaries

Approve Bills

09:30 Don Gossel- EMA Radios  
 09:45 Pro Atty Keller Blackburn  
 10:00 Engineer - Bid Opening CR 10 & CR 17 PHASE 2 PAVING PROJECT  
 10:30 Kevin Davis - Annual Report  
 10:45 Public Defender  
 03:00 Buckeye Hills Regional Council 2019 Annual Report Presentation

~ AGENDA ITEMS

Amended Certificate  
 ACWSD  
 2020 TB Levy Contracts  
 Dog Shelter Surplus  
 Commissioners Records Disposal Part-1  
 Engineer - Advertisement for Bids 2020 Chip/Seal Various County Roads  
 Treasurer - Transfer Request  
 EMS Surplus  
 Ohio EPA Access

~TRAVEL

WDB Dir. Laurie McKnight - 6/22/2020 - Meigs Ohio Means Jobs Center & Perry OMJ Center

Clerk of Courts

Candy Russell & Brittany Thompson - Training - 6/26/2020 - Jackson Co. Clerk of Courts

~ADJOURNMENT

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

**MINUTES**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from June 16<sup>th</sup>, 2020.

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

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: June 23<sup>rd</sup>, 2020 - Budget Transfers and Amendments. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea New Line Items:

Commissioners: County Coronavirus Relief Distribution

Receipts	027.2027.412500	Grants
	027.2027.417100	Other
Expenditures	027.2027.560100	Distribution

## Commissioners: Local Coronavirus Relief

Receipts	028.2028.412500	Grants
	028.2028.417100	Other
Expenditures	028.3028.560100	Other

## Transfers:

Commissioners/Treasurer

\$4,166.36 into 1110.51200 Treasurer Salaries

(Copied to page 288)

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

**BILLS**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 6/17/2020 To: 6/23/2020 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.

**DON GOSSEL- Transfer of MARCS Radios to Sheriff & ACEMS - Covid-19 Reimbursement Update**

EMA Dir. Gossel discussed the 40 MARCS radios that had been purchased with 911 funds and transferred to EMA by the previous Director. After discussing this with the Sheriff's Office and ACEMS, he would like to transfer 10 radios to each of them, and have them absorb the subscription costs, they did agree to this. He said he will keep 10 in his Dept. He will contact the Athens Police Dept. after the subscriptions expire in November to see if it is possible to transfer to them and if they are interested in the remaining 10.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the transfer of 10 MARCS radios each to the Sheriff's Office and ACEMS, with them absorbing the subscription costs. 10 will be kept in the EMA office.

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

~ Covid-19 CARES Reimbursement Updates - Cayla Allen, EMA - She has compiled a spreadsheet for the tracking of expenses for all Depts., from February through May. This is for possible submittal to FEMA Public Assistance, it will go through CARES.first. She is still waiting on clarification from a couple departments, once confirmed she can submit.

**EXECUTIVE SESSION - PRO. ATTY. KELLER BLACKBURN**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 9:50 with Pro. Atty. Keller Blackburn to discuss Public Employee Contracts.

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

**RETURN TO REGULAR SESSION**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 10:02.

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

~ Let the record reflect Contract discussion and the employment of Attorney's in the Public Defenders Office No Action taken at this time.

**ENGINEER - BID OPENING CR10 & 17 PHASE 2 PAVING PROJECT - ACKNOWLEDGE RECEIPT OF BIDS**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the following bids for the CR10 & 17 Phase 2 Paving Project. Engineer's Estimate: \$665,000.00.

Shelly & Sands, Inc., Zanesville	\$646,600.00
McKee Paving & Sealing, LLC	\$630,013.90

(Bid Tab copied to page 289).

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

~ Engineer Jeff Maiden will review the Bids and return for recommendation at a later date.

**ACWSD DISCUSSION RE: DELINQUENT BILLS**

Commissioner Adkins stated he has received calls from property owners who are concerned about large water/sewer bills due to the no shut off law put in place in March, allowing the state EPA director to suspend all water shut offs due to nonpayment during the state of emergency.(Covid-19). The Commissioners will check on the Governor's updates to the State's Moratorium. If and when the Moratorium has been lifted, a letter will be drafted and sent to customers on the delinquent list and include information on possible assistance programs in Athens County.

**2020 TB LEVY CONTRACTS**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following TB Board Contracts:

**CONTRACT BETWEEN  
THE ATHENS COUNTY TUBERCULOSIS BOARD  
AND  
THE ATHENS CITY-COUNTY HEALTH DEPARTMENT**

This contract is entered into on 20 \_\_ by and between the Athens

County Tuberculosis Board, hereinafter referred to as the Board, appointed by the Athens County Commissioners, and the Athens City-County Health Department, hereinafter referred to as the Department.

Whereas, the Board seeks to enter into a contract with the Department to control tuberculosis within Athens County; and

Whereas, the Department desires to control tuberculosis as part of the ongoing infectious disease

control program; no, therefore

By mutual agreement hereinafter set forth, the parties agree as follows:

1. The Department agrees to provide Tuberculosis services, clerical support, office space, and phone service for the needs of the Tuberculosis Clinic Board for the control of tuberculosis.
2. The Department agrees to provide direct treatment and prevention clinic activities which will include provision of tests, follow-up and scheduling services, and other medical treatment as necessary.
3. The Board will provide direct medical supplies and other direct payment expenses which the TB Clinic may incur.
4. Payment will be made through the submission of invoices to the County. The Board will provide the Department forty-eight-thousand (\$48,000) dollars for the contract period. The contract period begins January 1, 2020 and ends December 31, 2020. One quarter payments should be made at the beginning of each quarter -January, April, July and October. Department can utilize funds of continuing education on Tuberculosis. These funds are to cover travel, lodging and meals.
5. In addition, on an as needed basis the Board will reimburse the Department for staff completing direct observed therapy. The reimbursement will be at the rate of forty-five (\$45.00) dollars for each hour of DOT services for a maximum of six-thousand-fourhundred-eighty dollars (\$6,480.00) under this contract.
6. The total amount of this contract is fifty-four-thousand four-hundred eighty and no one-hundredth dollars (\$54,480.00).
7. The Department agrees to provide reports as follows: a half year report on the number tested, the number latent, number active, number entered into treatment, the number completing treatment, and number lost to treatment, then by February 1, 2020 a second half year report with yearly cumulative totals.
8. Either party may terminate this contract with thirty (30) days written notice to the other party.
9. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the parties hereunder or any of their successors and assigns.
10. All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.
11. This Agreement contains the entire agreement between the parties and there are no other terms express or implied, except as contained herein.

Signature Page

ATHENS COUNTY COMMISSIONERS:

/s/ Lenny Eliason, Athens County Commissioner	Date 6/23/2020
/s/ Chris Chmiel, Athens County Commissioner	Date 6/23/2020
/s/ Charlie Adkins, Athens County Commissioner	Date 6/23/2020

ATHENS CITY-COUNTY HEALTH DEPARTMENT:

/s/ Jack Pepper	Date
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FOR ATHENS COUNTY TUBERCULOSIS BOARD:

Robert Frey	Date
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Approved as to form:

/s/ Keller J. Black n, Prosecuting Attorney	Date 6/15/2020
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**CONTRACT BETWEEN  
ATHENS COUNTY TUBERCULOSIS CLINIC BOARD  
AND  
OHIOHEALTH PHYSICIAN GROUP, INC.  
2020**

This Contract is made by and between the Athens County Tuberculosis Clinic Board ("Board") and OhioHealth Physician Group, Inc. ("OHPGI"). In consideration of the mutual promises contained in this document, the Board and OHPGI agree as follows:

1. The period of the Contract shall be from January 1, 2020 to December 31, 2020 inclusive.
2. The total amount of this Contract shall not exceed \$40,587.00 and consists of the components described below:

Costs

1. Fixed costs include:

The Directors Salary to provide oversight of the program 3% time (\$3,133.00) per 12 month period. The Administrative Associate's salary to assist with support of the project 5% time (\$2,565.00) per 12 month period.

2. Variable costs include:

- a. Clinical, Clerical Services, Supplies and Equipment

For satisfactory performance of the clinical and clerical services described in Scope of Work the Board shall pay OHPGI funds to supply nursing and clerical staff for the clinic as well as supplies and equipment.

This Cost shall not exceed:

Nursing, phlebotomy and clerical staff salary and benefits per 12 month period

(\$3,500.00)

Supplies (\$389.00)

Equipment (\$2,062.00)

\*Equipment includes vital signs monitor and mobile stand with basket.

Also, included funds to cover shipping.

b. Physician Services and Training

As per clinical services described below, and as described in

"Scope of Work" (attached), Katherine Abler-Perkins, D.O. or designee (a physician licensed to practice medicine in the State of Ohio) will provide medical supervision through OHPGI. Dr. Able-Perkins and or designee's hours will be billed at a rate of \$110.00 per hour per 12 month period not to exceed (\$10,000.00).

Training for physician if needed, including conference, travel, lodging, and meals not to exceed (\$2,700.00).

Invoicing

c. Laboratory Testing Services

The Board shall reimburse OHPGI up to \$58.00 per QuantiFeron/T -Spot test not to exceed (\$14,738.00).

d. Patient Assistance

The Board shall reimburse OHPGI up to \$500.00 per 12 month period for patient assistance for services such as patient transportation to external provider appointments

Costs will be broken down and billed monthly and will include:

1. Fixed Costs:

Director and Administrative Associate support will be invoiced at \$475.00 a month

2. Variable Costs:

Payment

a. Clinical and clerical staff services and supplies which include the nurse, phlebotomist, and clerical staff wages and supply usage and equipment needs

b. Physician costs for services rendered and training costs

c. Laboratory testing reimbursement costs

d. Patient assistance reimbursement

1. Payment shall be made within 30 (thirty) days following the submission of the invoice.

2. In performing services under this Contract, OHPGI shall be deemed an independent contractor and shall not act as an agent or employee of the Board. OHPGI agrees to perform the services with standard of professional care, skill and diligence normally provided in the performance of similar services.

3. Either the Board or OHPGI may terminate performance under this Contract at any time by notifying the other party in writing at least 30 (thirty) days in advance of the effective date of the termination specified in the notice.

4. OHPGI shall notify the Board promptly of any expected delay in performance of services. However, OHPGI shall not be liable for delays in performance beyond its reasonable control.

5. The Board/or OHPGI at any time, through a written Change Notice to this Contract, may propose changes within the scope of work or period of performance of this Contract. The Board and OHPGI shall negotiate an equitable adjustment, if appropriate, in the terms of this Contract to cover any change. Payment for additional services shall be made only if such are performed pursuant to a written Change Notice.

6. This contract constitutes the complete understanding of the parties and supersedes any other prior agreements, and shall be governed by the laws of the State of Ohio.

7. The Athens County Tuberculosis Clinic Board and OhioHealth Physicians Group, Inc. will collaborate regarding credentialing and quality assurance matters.

Indemnification

OHPGI shall indemnify, defend and hold harmless Board, its officers, employees, agents, successors, and assigns harmless from any personal liability from claims, demands, damages to any person or property, or actions or causes of actions whatsoever, resulting or arising hereafter from the actions of OHPGI, its agents, employees or anyone acting under its direction, control, or on their behalf unless due solely to the Board's negligence.

The Board shall indemnify, defend and hold harmless OHPGI, its officers, employees, agents, successors, and assigns harmless from any personal liability from claims, demands, damages to any person or property, or actions or causes of actions whatsoever, resulting or arising hereafter from the actions of the Board, its agents, employees or anyone acting under its direction, control, or on their behalf unless due solely to OHPGI's negligence.

Binding Effect

All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, their respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

Entire Agreement

This Agreement contains the entire agreement between the parties and there are no other terms express or implied, except as contained herein.

Robert Frey Date  
 Print Name: s. Title:  
 TB Board President  
 Date of Signature:  
 ATHENS COUNTY COMMISSIONERS  
 /s/ Lenny Eliason Date 6/23/2020  
 /s/ Charlie Adkins Date 6/23/2020  
 /s/ Chris Chmiel Date 6/23/2020  
 Approved As To Form : Date 6/15/2020  
 /s/ Keller J. Blackburn  
 Athens Co. Prosecuting Attorney

**CONTRACT BETWEEN THE  
 ATHENS COUNTY TUBERCULOSIS BOARD AND  
 THE SOUTHEASTERN OHIO REGIONAL JAIL**

This contract is entered on the 5<sup>th</sup> day of March 2020 by and between the Athens County Tuberculosis Board, hereinafter referred to as the Board, appointed by the Athens County Commissioners, and the Southeastern Ohio Regional Jail, hereinafter referred to as SEORJ.

Whereas the Board wants SEORJ to perform Tuberculosis surveillance tests (Mantoux) on SEORJ inmates and the Board is willing to fund the supplies needed for this and; Whereas the SEORJ is willing to perform the TB testing, now, therefore the Board and SEORJ agree as follows:

1. The Board will pay up to and including five thousand dollars (\$5,000.00) for needed supplies (Tubersol Test or substitute, syringes, acetone, cotton balls, band aids and other needed supplies) for the performing and recording TB tests.

2. Any Athens County Inmate that requires any further Tuberculosis diagnosis and treatment, that is, chest x-rays and interpretation, sputum analysis, and TB Treatment, etc. will be covered financially by the Athens County TB Board, this includes the inmate's treatment in any medical facility in accordance with Athens City-County Health Department procedures or where the SEORJ Medical Director decides. To facilitate payment at the time of referral the SEORJ Medical Director will notify in writing (including name, Social Security Number, outside address if known, and what referred for) the Athens City-County Health Department of any inmate referred for Tuberculosis treatment. This should be sent to Doretta Mayle, ACCHD, 278 W. Union Street, Athens, Ohio 45701.

3. The SEORJ agrees to perform the tests and keep data as requested by the Board.

4. SEORJ will provide the Board on a semi-annual basis, the number of tests performed, and the number of positives.

This contract will begin on 3/5/2020 and end on 2/28/2021.

5. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the parties hereunder or any of their successors and assigns.

6. All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

7. This Agreement contains the entire agreement between the parties and there are no other terms express or implied, except as contained herein.

8. This contract can be terminated by either party to this contract at any time with 30 days written notice to the other with notice sent to the following addresses:

For the Board	For the Jail:
Robert Frey	Josh VanBibber, Warden
7855 Heatherstone Drive	16677 Riverside Drive
Athens, Ohio 45701	Nelsonville, Ohio 45764
(740) 593-5712	(740) 753-4060
rfrey44@gmail.com	warden@seorj.com

Signature Page  
 Southeastern Ohio Regional Jail Date  
 For the Athens County Tuberculosis Board Date  
 For the Athens City-County Health Department Date  
 Athens County Commissioners:  
 /s/ Lenny Eliason, Athens County Commissioner Date  
 /s/ Chris Chmiel, Athens County Commissioner Date  
 /s/ Charlie Adkins, Athens County Commissioner Date  
 Approved as to Form:  
 /s/ Keller J. Blackburn  
 Athens County Prosecuting Attorney Date

(Copies on file in Comm. Office ).

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

**DOG SHELTER SURPLUS**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Surplus for the Dog Shelter. Items to be destroyed/scrapped:

STOP SIGNS

OLD KENNEL DOORS

SCRAP METAL (MISC)

OLD TRASH CANS

OLD FRIDGE ON PALLET

FUEL CAN W/ FUEL IN IT

TUNK POLES / MOP HANDLES

WEIGHT SCALE

ALUMINUM TRUCK BED DOG BOX

ROLLING CART W MISC TRASH

BROKEN MOP BUCKETS

ROLL OF LINOLEUM

MISC RUBBISH

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

**COMMISSIONERS RECORDS DISPOSAL PART-1**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing Commissioner Eliason's signature on the Commissioners Records Disposal Part 1 (use for Records NOT requiring an RC-3). Date RC2 approved: 11/10/2016 Destruction Date: 6/30/2020.

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

**ENGINEER-ADVERTISEMENT FOR BIDS 2020 CHIP/SEAL VARIOUS COUNTY ROADS**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Bid Advertisement as recommended by the County Engineer's Office:

**ADVERTISEMENT FOR BIDS**

Sealed bids for the 2020 CHIP SEAL OF VARIOUS ATHENS COUNTY ROADS will be received by the Board of County Commissioners of Athens County, Ohio, at their office, 15 S. Court Street, Athens Ohio 45701 until 10:00 a.m., Prevailing Local Time on the 14th day of July, 2020 and at that time and place will be publicly opened and read aloud. All bids will be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of chip sealing various roads in Athens County, applying fog seal, and temporary centerline markings. The Engineer's Estimate of Construction Cost for the project is \$200,000.00.

Copies of the Construction Plans, Bidding Forms, and Specifications on the Unit Price Contract may be purchased from the Office of the Athens County Engineer, 16000 Canaanville Rd, Athens, Ohio 45701 during regular business hours (7:00 a.m. to 3:30 p.m. Monday through Friday). A non-refundable fee of \$30.00 will be charged for copies mailed or picked up by prospective bidders.

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

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

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The project has a completion date of August 16, 2019.

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

Bidders must comply with the prevailing wage rates on Public Improvements in Athens County as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

The Board of County Commissioners of Athens County, Ohio reserves the right to reject any and/or all



bids and to waive informalities as may be in the best interest of Athens County.

Jeff Maiden, P.E., P.S.

Athens County Engineer

Advertising dates: 6/27/20, 7/4/20

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

#### TREASURER TRANSFER REQUEST

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the transfer of funds into the Treasure's Salary line item of \$4,166.36, for a retirement payout.

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

#### EMS SURPLUS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Surplus items for ACEMS:

(2) recliners (completely broken)	To be destroyed
Kitchen Table (3) unmatched kitchen chairs	Sell / \$10

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

#### OHIO EPA ACCESS / AEP HAZARD TREE REMOVAL PROJECT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing consent by the Ohio EPA, to enter onto county property for River Sampling in the Large River study area, during 2020. (Copied to page 290).

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 allow AEP to do Tree inspection work, under AEP's new Hazard Tree Removal Project (HTRP), to determine the likelihood of trees striking power lines and/or towers. The project aims to remove dead or dying trees. The property that the transmission lines run through are both located at the intersection of SR 13 and Sand Ridge Rd, near the Athens County Dog Shelter. Their parcel numbers are: G010010039500 and G010010039200

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

#### TRAVEL

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

WDB Dir. Laurie McKnight - 6/22/2020 - Meigs Ohio Means Jobs Center & Perry OMJ Center

Clerk of Courts

Candy Russell & Brittany Thompson - Training - 6/26/2020 - Jackson Co. Clerk of Courts

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

#### ACBDD SUPT. KEVIN DAVIS - 2019 ANNUAL REPORT (Via Zoom videoconferencing)

Mr. Davis and Arian Smedley presented the ACBDD 2019 Annual Report to the Commissioners. A copy of the report will be emailed to them.

#### PUBLIC DEFENDER, DOUG FRANCIS - PRO. ATTY. KELLER BLACKBURN

Commissioner Adkins invited Doug Francis from the Public Defender's Office and Pro. Atty. Keller Blackburn to discuss his concerns regarding the Public Defender Contract and the number of cases and costs pertaining to them. He feels that some of the cases being charged to Athens County, should not be. Mr. Francis stated that it is the Courts who appoint the various Attorneys to them and that within the last year they did not appoint up to the full capacity of the Contract. He will get a revised proposal to the Commissioners for their review.

#### AMENDED CERTIFICATE

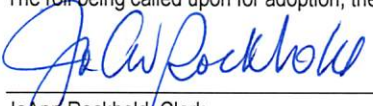
A motion was made by Mr. Chmiel and seconded by Mr. Eliason acknowledging receipt of the Amended Certificate, dated June 23, 2020, prepared by Jill Thompson, Athens County Auditor.

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

#### ADJOURN / AFTER 3:00 BUCKEYE HILLS REG. COUNCIL 2019 ANNUAL REPORT PRESENTATION VIA THEIR ZOOM INVITE

A motion was made by Mr. Chmiel and seconded by Mr. Eliason to adjourn the above meeting, after they attend the 3:00 Annual Report presentation of the Buckeye Hills Regional Council, via their Zoom video conference invite.

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

  
JoAnn Rockhold, Clerk

  
Lenny Eliason, President

  
Julie Brooks, Assistant Clerk

  
Chris Chmiel, Vice-President

  
Charlie Adkins

[illegible]

NEW FUND AND LINE-ITEMS  
REQUEST FORM

REV. NF1-2010

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

New Fund Name: County Coronavirus Relief Distribution

Receipts for this fund will be coming from: State of Ohio SB310

**Receipt and Expenditure Line-Items:**

[illegible]

**SUBMIT THIS FORM TO THE COUNTY AUDITOR'S OFFICE**

P-1.

## NEW FUND AND LINE-ITEMS REQUEST FORM

REV. NF1-2010

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

New Fund Name: Local Coronavirus Relief

Receipts for this fund will be coming from: State of Ohio SB310

## Receipt and Expenditure Line-Items:

[illegible]

**SUBMIT THIS FORM TO THE COUNTY AUDITOR'S OFFICE**

P-1



Athens County Engineer CR10 and CR17 Phase 2 Paving Project Bid Tabulation - 6/23/2020					Engineer's Estimate		McKee Paving and Sealing, LLC		Shelly & Sands, Inc.	
REF NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	254	PAVEMENT PLANING, ASPHALT CONCRETE	685	SY	\$ 10.00	\$ 6,850.00	\$ 5.00	\$ 3,475.00	\$ 12.00	\$ 8,340.00
2	407	TACK COAT	7816	GAL	\$ 2.00	\$ 15,232.00	\$ 2.00	\$ 15,232.00	\$ 2.00	\$ 15,232.00
3	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	2204	CY	\$ 140.00	\$ 308,560.00	\$ 130.00	\$ 286,520.00	\$ 135.00	\$ 297,540.00
4	441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	1763	CY	\$ 140.00	\$ 246,820.00	\$ 130.00	\$ 229,160.00	\$ 135.00	\$ 238,005.00
5	617	COMPACTED AGGREGATE	602	CY	\$ 80.00	\$ 48,160.00	\$ 80.00	\$ 48,160.00	\$ 65.00	\$ 39,130.00
6	642	EDGE LINE, 4", TYPE 1	10.58	MILE	\$ 650.00	\$ 6,884.00	\$ 610.00	\$ 6,441.60	\$ 625.00	\$ 6,600.00
7	642	CENTER LINE, TYPE 1	5.28	MILE	\$ 1,200.00	\$ 6,336.00	\$ 1,135.00	\$ 5,992.80	\$ 1,150.00	\$ 6,072.00
8	644	STOP LINE	80	FT	\$ 20.00	\$ 1,600.00	\$ 17.25	\$ 1,552.50	\$ 18.00	\$ 1,620.00
9	614	MAINTAINING TRAFFIC	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 13,950.00	\$ 13,950.00	\$ 23,011.00	\$ 23,011.00
10	624	MOBILIZATION	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
11	103	PREMIUM FOR PERFORMANCE BOND AND FOR PAYMENT BOND	1	LS	\$ 8,278.00	\$ 8,278.00	\$ 9,500.00	\$ 9,500.00	\$ 2,550.00	\$ 2,550.00
ESTIMATED TOTAL CONSTRUCTION COST =					\$ 665,000.00		\$ 630,013.90		\$ 646,600.00	



Mike DeWine, Governor  
Jon Husted, Lt. Governor  
Laurie A. Stevenson, Director

Athens County Commissioners  
15 S. Court Street  
Athens, OH 45701

June 17, 2020

**RE: CONSENT TO ENTER ONTO PRIVATE PROPERTY FOR RIVER SAMPLING  
IN THE LARGE RIVER STUDY AREA.**

Dear Sir or Madam:

Ohio EPA has a responsibility to monitor and protect surface water quality for the benefit of all citizens of Ohio. To ensure that our surface waters continue to yield key benefits upon which we all rely, such as clean drinking water, agricultural and industrial use, recreation, and fish and wildlife habitat, Ohio EPA assesses the quality of our rivers, lakes and streams on a regular basis.

Ohio  
During 2020, Ohio EPA field staff will be in your area to collect data from the river running through or next to your property. The types of data to be collected include fish and aquatic insects, chemistry, bacteria, and physical habitat. This letter is to inform you of this activity and to request your consent to access the stream through your property. Typically, during the property access component of the sampling process, Ohio EPA would be visiting property owners to discuss the proposed sampling and to answer any questions. Due to the current COVID-19 situation, property access letters will be sent to mailing addresses on file with the county auditors office. Additionally, Ohio EPA staff will be attempting to reach out to you via phone to discuss the proposed sampling and answer questions.

An estimated eight visits will be made by Ohio EPA staff to conduct the various types of sampling scheduled for the stream. Most visits will be very short in duration, although fish and insect collections may last 30 minutes or more. In some cases, additional sampling may be required the following year. If we do need to collect additional data, we will contact you by either phone or email in the spring of 2021. Typically, less than 20% of sites require follow-up monitoring.

Sampling will be conducted only on weekdays and during daylight hours, and is largely dependent on scheduling, weather, and flow conditions. Access may include a vehicle, gear, and may sometimes require the deployment of monitoring equipment in or near the stream for retrieval at a later date. All staff will be carrying Ohio EPA identification badges, and at any time, property owners or tenants are encouraged to ask to see this identification.

We will make every effort to minimize disturbance or disruption to your property.

If you have any questions regarding this request or our surface water monitoring program, please contact:

Marianne Piekutowski  
Assessment and Modeling Section  
614-644-2676  
marianne.mansfield@epa.ohio.gov

Thank you for your attention and consideration of this request.

Sincerely,

*Marianne Piekutowski*

Marianne Piekutowski, Assessment & Modeling Section

50 West Town Street • Suite 700 • P.O. Box 1048 • Columbus, OH 43216-1048  
epa.ohio.gov • (614) 644-3020 • (814) 644-3184 (fax)

**Consent Form**

I have the authority to grant access to the property identified below and do consent to the entry of Ohio EPA staff upon this property for the reasons and under the conditions described in the letter of \_\_\_\_\_, 2020.

Signature: *[Signature]*  
Printed name: LARRY E. GIBBS  
Title: PLUMMER Date: 6/23/20  
Phone: 740-592-3222 Email: LEGIBBS@ATHENS014.081

Property Address: \_\_\_\_\_ Mailing Address (if different from property address): \_\_\_\_\_

I want to be notified of Ohio EPA access to my property as follows:

☐ Each time Ohio EPA staff accesses my property ☐ Only for visits that will be longer than 30 minutes  
☐ Only for electrofishing sampling ☐ I prefer not to be contacted prior to any access  
☐ Other (please describe): \_\_\_\_\_

I choose to be contacted by (please check all that apply):

☐ Phone ☐ Email  
☐ Other (please describe): \_\_\_\_\_

I have the following special instructions: \_\_\_\_\_

I wish to receive a copy of this consent agreement by: ☐ Email ☐ U.S. Mail ☐ Both

For Office Use Only	
Study area: _____	Waterbody: _____
River Mile: _____	Site description: _____
EA3 Station #: _____	Estimated # of visits: _____ District: CDO, NE, NW, SE, SW
Access property Lat/Long: _____	