

**THE BOARD OF ATHENS COUNTY COMMISSIONERS**, met in regular session on March 31<sup>st</sup>, 2020 via Zoom, 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.

**AGENDA**

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

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS  
Meeting Agenda for March 31<sup>st</sup>, 2020 - Convenes at 9:30 a.m.

Approve Agenda  
Approve Minutes from March 10<sup>th</sup>, 2020  
Approve Appropriations, Transfers, New Line Items Requests/Changes  
Approve Bills

*Acknowledge receipt of Bids from HAPCAP & Engineer Bid Openings on March 23, 2020*  
*HAPCAP - Nelsonville Flood & Drainage Improvements*  
*Engineer Stone & Asphalt Bids*

09:30 Planner, Jessie Powers - Bikeway Design Policy - Planner Assignment - Bailey's Trail  
09:45 DJFS Dir. Jean Demosky  
10:00 EMA Dir. Don Gossel  
10:15 EMS Chief Rick Callebs  
10:30 US50 Sewer - HDR, Kyle Schwieterman / Atty. Frank Lavelle/ ACWSD Supt. Rich Kasler

**~ AGENDA ITEMS**

Amended Certificate  
2019 Ath. Common Pleas Annual Report - Ack. receipt  
911 New Hire recommendation - Myriah Koska  
Engagement Letter - Ratify signature(s)  
Resolution for Sick & Admin. Leave - Ratify signature(s)  
Emergency Proclamation COVID 19  
Sewer Permit Extensions  
Buckeye Def. Comp. Withdrawal request - Ratify signature(s)  
OWDA/Lavelle Disbursement Req. #32 - March Legal Land Bill  
Soil & Water Transfer of Funds  
HAPCAP Bid Recommendations - Nelsonville flood and drainage  
Ferndale Park User Agreement  
ACWS John Deere Excavator  
DJFS - Dixon Enterprise Change Order

**~ADJOURNMENT**

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

**MINUTES**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from March 10<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. Adkins and seconded by Mr. Eliason approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: March 31<sup>st</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. (Copied to page 152).

**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: 03/18/20 To: 03/31/20 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.

**HAPCAP - ACKNOWLEDGE RECEIPT OF BIDS FROM BID OPENINGS ON MARCH 23, 2020 AS FOLLOWS: HAPCAP & ENGINEER BID OPENINGS:**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the following Bids for the HAPCAP Bid Opening:  
BID OPENING HAPCAP

PROJECT NAME: City of Nelsonville - Flood & Drainage Facility Improvements  
GRANT NUMBER B-F-18-1-AE-1  
DATE: Monday, March 23, 2020  
TIME: 9:30 AM

Bids Received:

PROJECT ESTIMATE:	\$60,800.00	D.V. Weber -	\$56,540.00
% ALLOWABLE OVERAGE	\$6,080.00	Jackson Brothers -	\$53,650.00
MAXIMUM ALLOWABLE BID AMOUNT:	\$66,880.00	Wilson Excavating -	\$43,165.80

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

**ENGINEER - ACKNOWLEDGE RECEIPT OF BIDS FROM STONE & ASPHALT BID OPENING ON MARCH 23, 2020**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the following Bids for Stone & Asphalt

See Bid Tab (Copied to pages 153-154 ).

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

**PLANNER, JESSIE POWERS - BIKEWAY DESIGN POLICY - PLANNER ASSIGNMENT - BAILEY'S TRAIL**

**BIKEWAY DESIGN POLICY RESOLUTION**

The Chauncey design is under contract, survey is near completion. Moving closer to design. Draft policy sent to the Engineer firm for review of language. Commissioner Adkins made a suggestion regarding ADA Compliance. The suggested changes will be made by the Planner.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Bikeway Design Policy with changes as presented and discussed by County Planner Jessie Powers and the Commissioners:

**AUTHORIZATION RESOLUTION OR ORDINANCE**

**A RESOLUTION ADOPTING BIKECYCLE PATHWAY DESIGN STANDARDS FOR THE COUNTY OF ATHENS, OHIO**

WHEREAS, the State of Ohio, Department of Transportation, provides

Drainage design criteria for flood clearance and design for flood frequency; and

WHEREAS, the American Association of State Highway and Transportation Officials, provides

Provides design guidance for the Development of Bicycle Facilities; and

WHEREAS, the County of Athens sponsors expansion of the Hockhocking Adena Bikeway, a bicycle pathway, to connect Athens County Communities; and

WHEREAS, the County of Athens has the authority to hire design firms for construction of Bikeway expansion projects traversing special hazard flood areas; and

WHEREAS, the Commissioners of the County of Athens must direct and authorize the design standard for Hockhocking Adena Bikeway Expansion projects;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE COUNTY OF ATHENS, OHIO, A MAJORITY OF ALL MEMBERS

THEREOF CONCURRING:

That the County of Athens adopts Bicycle Pathway design standard requiring expansions of the Hockhocking Adena Bikeway to elevate to no lower than the five-year flood frequency or 20% annual chance flood.

That the County of Athens adopts a bikeway design standard requiring all expansions of the Hockhocking Adena Bikeway to be accessible according to the standards set by the Americans with Disabilities Act (ADA).

That the County of Athens adopts AASHTO Bicycle Facility design standard requiring expansions of the Hockhocking Adena Bikeway pavement to be a minimum of 10 ft wide. Also, if bikeway extension locations are anticipated to serve at least 30 percent of total bikeway volume or user volumes of more than 300 total users in the peak hour bikeway pavement width requirements will be 10 ft -14 ft wide.

That the County of Athens adopts AASHTO Bicycle Facility design standard requiring expansions of the Hockhocking Adena Bikeway to provide a minimum of 14 ft of clearance, inclusive of the paved bikeway, to allow the use of maintenance equipment.

That the County of Athens adopts Bicycle Facility design standard requiring expansions of the Hockhocking Adena Bikeway to provide a minimum of 8 ft of clearance between the bikeway and any accessory structures such as: benches, lights, etc.

That the County of Athens adopts Bicycle Facility design standard requiring expansions of the Hockhocking Adena Bikeway's maximum grade of shared use path adjacent to roadway be five percent, but the grade will generally match the grade of the existing roadway. In instances of grade higher than five percent an additional 4 ft -6 ft of pavement width, to permit slower bicyclists to dismount and walk uphill and provide more maneuvering space for fast downhill bicyclists, may be required.

Should this design standard be deemed unnecessary, unfavorable in a specific instance, or cost prohibitive the Athens County Board of Commissioners' may authorize a variance to accept an alternative standard.

Passed: March 31<sup>st</sup>, 2020 (date)

/s/ Lenny Eliason, President Athens County Board of Commissioners

/s/ Charlie Adkins, Athens County Commissioner

/s/ Chris Chmiel, Athens County Commissioner

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

~ Also discussed with the County Planner: Update on Age Friendly Communities Initiative, she will participate in a Conference call today at 11:00.

Commissioner Adkins requested that the County Planner compile a spreadsheet of commitments, which includes all the County projects and budget/costs and terms, for them to review. He also has concerns regarding the \$90,000.00 set aside for the Bailey's Project at this time.

Commissioner Eliason stated that the ORCA board still has some organizational items to complete and this can be discussed at a later date.

**DJFS DIR. JEAN DEMOSKY Agenda**

Agenda - 3.31.20

1. Contracts
  - a. Food Pantry Rental Agrmt. (See motion below).
  - b. County Home Ramp Project (Dixon) (See motion below).
    - i. Change order for ramp length
2. PRC - Amendment (See motion below).

3. People to pass food out the front window is getting harder to schedule. I am considering changing hours from 8-5 M-F to 10-4 M-F now, and possibly on Tuesdays, Thursdays & Fridays in the future so that the Food Pantry can provide their services. We have started delivering Operation Full Belly food to our former Homemaker clients and our regular Transportation clients.

#### **DJFS - FOOD PANTRY RENTAL AGRMT. MOU**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the MOU for Cost Sharing at County Home Building: The Athens County Food Pantry is going to utilize certain office space within the County Home Building for county activities not associated with ACDJFS. Since neither will occupy and be responsible for the entire building, ACDJFS and the Food Pantry wish to allocate the costs and operational responsibilities of the County Home Building based on the amount of square footage used in the building. Period of Agreement: April 1, 2020 until modified as agreed upon per Article 6. Copy of MOU on file in Commissioners Office.

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

~ Commissioner Adkins asked Dir. Demosky who is controlling the funds that were donated for the Food Pantry as a result of the Joe Burrows Heisman acceptance speech. Dir. Demosky stated that all the funds are 100% controlled by the Athens Co. Food Pantry Board.

#### **DJFS - RAMP PROJECT (DIXON) CHANGE ORDER FOR RAMP LENGTH**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Dixon Enterprises change order, in the amount of \$5,098.00, to lengthen the ramp. (Copied to page 155).

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

#### **DJFS - PRC Amendment**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following Amendment to the Prevention, Retention, and Contingency Plan (PRC) that has been updated to address the COVID-19 Pandemic:

##### **Highlights:**

Eligible for an extra \$500 toward rent, utilities, cleaning supplies and equipment, personal health & safety items- these are not unlike what we already give for the first \$500, but people will not need to show a shut-off notice or eviction notice.

Changed eligibility from 150% poverty to 200% poverty.

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

#### **EMA DIR. DON GOSSEL - COVID-19 Updates**

Mr. Gossel wanted to discuss the financing of items purchased by departments during the COVID-19 pandemic.

The clerk directed him to contact the Auditor's office to see about setting up a line item for this. Commissioner Eliason asked him about alternate facilities for possible hospital type use. (dorms) He stated that after getting off the phone with the Health Dept. Dir. Jack Pepper, he stated that OU has not been very cooperative in this regard. He has been in contact with the Quality Inn and possible hotel room conversion if needed. Comm. Eliason suggested the Athens City Rec Center and the old Mt. St. Mary's Hospital in Nelsonville for discussion of possible room conversion at the next meeting with the Health Dept. He will keep the Commissioner's informed of any further developments. Commissioner Eliason will reach out to Health Dept. Dir. Jack Pepper in contacting OU President Nellis to discuss this further.

#### **2019 ATHENS CO. COMMON PLEAS ANNUAL REPORT**

A motion was made by and seconded by to acknowledge receipt of the Common Pleas 2019 Annual Report.

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

#### **EMS - CHIEF RICK CALLEBS - Leave of Absence,**

Request for leave of absence for a part time employee, Abby Dunlevy, through June.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the recommendation of EMS Chief Rick Callebs, granting a leave of absence for part time employee Abby Dunlevy, through June.

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

~ Chief Callebs also discussed the breakdown/guide he emailed the Commissioners, if multiple employees are out sick during the COVID-19 Pandemic. Possibly offering of voluntary overtime and mandations in order to avoid shutting down an ambulance. Commissioner Eliason directed Chief Callebs to reach out to Morgan County notifying them of the approval of this plan.

#### **EMS - COVID-19 OPERATIONAL DIRECTIVE**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Directive as recommended by EMS Chief Rick Callebs: In the event Athens County EMS experiences, a personnel shortage due to mass illness, and there aren't enough employees who volunteer or can be mandated to keep six ambulances in service, then:

##### **PHASE #1 - Shut down one truck per unit day**

- o Option 1A - Shut down one Athens truck -
- o Maintains countywide coverage by keeping Albany in service.
- o Decreases the number of employees at Athens to two people on duty.
- o The down side is that Athens will likely be very busy with only one truck.
- o Option 1B - Shut down Albany station -

- o Cover the Albany area from the Athens station.
  - o Decrease the number of patients per crew if Athens only had one truck.
- ##### **PHASE #2 - Shut down two trucks per unit day**
- o One truck taken out of service at Athens.
  - o Albany station closed.
  - o Coolville remains in service and becomes primary area coverage vehicle.
  - o Home Township response only if all remaining ambulances are in station and available.

##### **PHASE #3 - Shut down three trucks per unit day**

- o One truck in service at Athens and Coolville.

- o Nelsonville and Glouster will alternate being in service as the third truck (rolling blackout).
  - o Albany station closed.
  - o No response to calls in Homer Township. M&M Fire and Chester Hill will likely handle.
- PHASE #4 - Shut down four trucks per unit day
- o One truck in service at Athens and one at Glouster.
  - o All other stations closed.

o Nelsonville Fire will first respond to all EMS calls in the city of Nelsonville.

PHASE #5 - Shut down five trucks per unit day

- o One truck in Athens as the only ambulance available.

**ADDITIONAL CONCERNS AND IDEAS:**

- o The county will strive to maintain advanced life support coverage, if possible.
- o Staffing basic life support EMT squads and running tiered response should be explored.
- o A one person "fly car" arrangement could be used to evaluate requests for EMS.
- o A strong PR campaign must accompany any change in the level of service.
- o Morgan County Commissioners should be notified in writing about this decision.
- o It is highly unlikely that private ambulance companies will be able to help with call volume, but the option should be explored before enacting a change in staffing response.

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

**911 NEW HIRE RECOMMENDATION - MYRIAH KOSKA**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the new hire recommendation of 911 Acting Dir. Aaron Maynard, hiring Myriah Koska as an intermittent employee. Start Date: March 30, 2020. Rate of Pay: \$18.28 hour.

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

**ENGAGEMENT LETTER - RATIFY SIGNATURE COMM. ELIASON**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to ratify the signature of Commissioner Eliason on the Engagement pertaining to the Ohio Public Employees Retirement System audit:

**REPRESENTATION LETTER**

March 23, 2020

Keith Faber

Auditor of State and

Shane Statier, CFE

Chief Auditor, Southeast Region

53 Johnson Road

The Plains, Ohio 45780

Regarding your examination of the accuracy and completeness of the census data and pensionable wages reported to the Ohio Public Employees Retirement System as of December 31, 2019, and for the year then ended for the purpose of expressing an opinion that the assertions regarding the accuracy and completeness of the census data and pensionable wage reported to the retirement system, as described below, are fairly stated, in all material respects, we confirm to the best of our knowledge and belief, the following representations made to you during the course of your examination.

1. We are responsible for the following assertions:

a. The census data provided to the Ohio Public Employees Retirement System as of December 31, 2019 is accurate and complete. Census data includes o First and Last Name; o Last four digits of the social security number; o Contributions remitted to the plan; o Pensionable Compensation;

b. The census data provided to the Ohio Public Employees Retirement System as of December 31, 2019 included all enrolled employees.

c. Census data changes occurring during the year ended December 31, 2019 to an enrolled employee's eligible compensation, were properly updated with the Ohio Public Employees Retirement System.

d. All employees required to be enrolled in the Ohio Public Employees Retirement System in accordance with statutory requirements were properly enrolled.

e. The total pensionable wages and employee contributions information reported to Ohio Public Employees Retirement System for the year ended December 31, 2019 agrees with the payroll records of the employer.

2. All relevant matters are reflected and the measurement and/or evaluation of the assertions described above.

3. We are responsible for understanding and complying with any applicable laws and regulations; and we have identified, and disclosed to you all laws and regulations that could directly affect the census data and pensionable wages.

4. There have been no events subsequent to December 31, 2019, that would have a material effect on the completeness and accuracy of the census data and pensionable wages reported to the Ohio Public Employees Retirement System.

5. We have disclosed to you all information of which we are aware that may contradict the assertions regarding the completeness and accuracy of the census data and pensionable wages reported to the Ohio Public Employees Retirement System, and have disclosed to you all communications from regulatory agencies, including communications received between December 31, 2019 and the date of this letter, affecting the related assertions.

6. We have provided you with all records, relevant information, and access to information and personnel in connection with your examination of the completeness and accuracy of the census data and pensionable wages reported to the Ohio Public Employees Retirement System.

7. There are no deficiencies in internal control relevant to the engagement of which we are aware.

8. We have no knowledge of any actual, suspected, or alleged fraud or noncompliance with laws or regulations affecting the completeness and accuracy of the census data and pensionable wages reported to the Ohio Public Employees Retirement System.

Sincerely,

Jill Thompson, County Auditor

Lenny Eliason, Commissioner

(Copied to page 156).

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

**RESOLUTION FOR SICK & ADMIN. LEAVE - RATIFY SIGNATURE COMM. ELIASON**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to ratify the signature of Comm. Eliason on the following Resolution regarding sick and administrative leave Policy during COVID-19 Emergency:

**RESOLUTION OF ATHENS COUNTY REGARDING SICK LEAVE AND  
ADMINISTRATIVE LEAVE POLICIES FOR DECLARED FEDERAL, STATE OR  
LOCAL EMERGENCIES**

WHEREAS, the United States and the State of Ohio has experienced the spread of COVID-19, which is a contagious and/or infectious disease; and

WHEREAS, the State of Ohio has declared a state emergency based upon the spread of COVID-19 and the Ohio Director of Health issued a State at Home Order on March 22, 2020, which limited individuals to leave the home unless engaged in Essential Work or Activity; and

WHEREAS, the Board desires to amend the County Policy to adapt to COVID-19 and for future declared Federal, State, or Local Emergencies regarding Leave of County Employees during such Emergencies

NOW, THEREFORE, BE IT RESOLVED by the Board, State of Ohio, all of the elected members concurring, that:

1. Protection of Employees. In order to protect the citizens and employees of Athens County, this Board is amending the County Policy to include a policy regarding sick leave, vacation leave and administrative leave during Declared Federal, State or Local Emergencies.

2. Pay During Declared Emergency. It is the Policy of Athens County that employees are eligible for leave with pay in order to comply with Directives of the Federal, State or Local Governments.

3. Elected Official's Responsibility.

a. It is the responsibility of each Elected Official to determine the level of staffing needed during a Declared Emergency.

b. It is also the responsibility of the Elected Official to determine the necessary hours of operation and to operate within its appropriated budgets to administer such duties during a Declared Emergency.

c. Staff should be limited.

d. Specifically, for COVID-19, during time of operation, Elected Officials shall make sure, that his/her office complies with the March 22, 2020 Director of Health Order regarding social distancing. The Elected Official's office shall maintain a six-foot social distancing for employees and members of the public at all times

4. For purposes specifically to COVID-19, Essential Governmental Functions are specifically exempted from the March 22, 2020 Ohio Director of Health's Order. This shall include all services provided by the State or any municipality, township, county, political subdivision, board, commission or agency of government and needed to ensure the continuing operation of the government agencies to provide for or support the health, safety and welfare of the public, and including contractors performing Essential Governmental Functions.

5. Working Remoting: When possible, the Elected Official may deem it necessary for a County Employee to work remoting. This is encouraged as it will minimize contact with other individuals.

6. Vacation/Sick/Administrative Leave

a. Administrative Leave: Each Elected Official has the authority to place his/her employees on administrative leave with pay during a Declared Emergency.

b. Vacation Leave: An employee shall not be required to use Vacation Leave during a time of a Declared Emergency unless the employee was required by the Elected Official to work and the employee decides to use his/her Vacation Leave. Then the employee shall be required to use Vacation Leave.

c. Sick Leave: An employee shall not be required to use Sick Leave during a time of a Declared Emergency unless that employee was required by the Elected Official to work and the employee is sick and decides to use his/her Sick Leave. Then the employee shall be required to use Sick Leave.

BE IT FURTHER RESOLVED THAT, this was approved by Board of Athens County Commissioners, via signatures below.

Signed this 23rd day of March, 2020

/s/ Lenny Eliason, President Board of Commissioner's

/s/ Chris Chmiel, Vice President

/s/ Charlie Adkins

(Copied to page 157).

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

**EMERGENCY PROCLAMATION COVID-19**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve and ratify the signatures of the Commissioners on the Emergency Proclamation of the COVID-19 virus emergency in Athens County:

**ATHENS COUNTY  
EMERGENCY PROCLAMATION**

WHEREAS, Athens County, Ohio has been and continues to be immediately threatened by widespread pandemic of COVID-19 a novel strain of the Coronavirus first identified in China in December of 2019.

WHEREAS, on March 9, 2020, Governor Mike DeWine signed Executive Order 2020-01D outlining a Declaration of

Emergency for the State of Ohio. Further in that EO and in subsequent orders Governor DeWine has placed restriction on movement, to include gatherings over 100 persons, schools, government employees and others.

WHEREAS, on March 13, 2020, the President of the United States, Donald Trump signed a Declaration of Emergency under the Robert T Stafford Act. This enables the government, Federal, State, and Local to take actions to expedite the support and care to our citizens during this emergency.

WHEREAS, on March 14, 2020, the Athens County Health Department established an Incident Command Post at the Health Department (Department Operations Center) and the Office of Emergency Management and Homeland Security assisted with the initial first formal Incident Action Planning document.

NOW, THEREFORE, we, the CEO's of the Jurisdiction, hereby invoke and declare those portions of the Ohio Revised, which are applicable to the conditions and have caused the issuance of this proclamation, to be in full force and effect in Athens County to protect the lives and property of the people of Athens County and for restoration of local government with minimum interruption.

Reference is hereby made to all appropriate laws, statutes, ordinances and resolutions, and particularly to Section 5502 of the Ohio Revised Code.

All public offices and employees of the jurisdictions are hereby directed to exercise the utmost diligence in the discharge of duties required of them for the duration of the emergency and in execution of emergency laws, regulations, and directives both state and local.

All citizens are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and disaster services forces in executing emergency operation plans, and to obey and comply with the lawful direction of properly identified officers.

Signed this 25th day of March, 2020

/s/ Lenny Eliason, Commissioner

/s/ Chris Chmiel, Commissioner

/s/ Charlie Adkins, Commissioner

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

#### **US50 SEWER PERMIT EXTENSIONS - ACKNOWLEDGE RECEIPT**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the US50 Sewer Extension Permits from ODOT, to be reviewed by HDR, Kyle Schwieterman and ACWSD Supt. Rich Kasler. Permit #s: 10-267-19, 10-268-19, 10-270-19, 10-271-19.

Copies of Permits 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.

#### **BUCKEYE DEFERRED COMP. WITHDRAWAL REQUEST - L. FULLER**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to ratify the signature of Commissioner Eliason on the Buckeye Def. Comp. withdrawal request of Lyle Fuller.

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

#### **US50 SEWER - HDR, KYLE SCHWIETERMAN / ATTY. FRANK LAVELLE / ACWSD SUPT. RICH KASLER**

Discussion and update from Mr. Schwieterman on the US50 Sewer project, recommendations for the Re-Bid were sent out to USDA for their review on Friday, with a follow up yesterday. There a few issues regarding some additional language for contracts. Mr. Schwieterman will continue to work with (USDA) this week, anticipating approval of Re-Bid documents no later than next week. A request was sent out to the OEPA for PTI permit extension, he will follow up with that today as well. He also stated that regarding the alternated bid plans, they are combining an additional area, along Stagecoach Road, to combine with the Beechwood alternate bid, stating that there are now 1,170 current users, staying above their base bid for contract. The Base bid will have 1,170 users - with alternate bids for 6 additional areas that were removed based on cost per user, being in outlying areas of the project.

Still being discussed are the Twp. requirements for backfill and pavement, stating that USDA is okay either way.

Mr. Kasler stated he remains in contact with the Twp., in regards to their meeting schedule for a decision.

He also contacted the OEPA regarding their Division of Environmental and Financial Assistance (DEFA) funding, stating that they are taking applications in August, this could be possible funding for the alternate bid project locations.

Mr. Lavelle mentioned that there is a response due to OWDA regarding the re-bid schedule. Mr. Schwieterman stated that the project is scheduled for rebid by April 21st at the latest, possibly April 14th. Commissioner Eliason has been in touch with them, they will revisit the need for an extension closer to loan closing date.

Mr. Lavelle requested a list of the 6 outlying areas slated for alternate bids from HDR with breakdowns for USDA.

Commissioner Chmiel asked about the cost estimates, to which Mr. Schwieterman replied that they did reach out to contractors/plan holders for feedback on estimates and where there was concern. The estimate has been re-done to the number they were evaluating, based on feedback and alternate bid areas.

Commissioner Adkins discussed his meeting with Athens Twp. Supt. Rich Kasler, and Co. Engineer Jeff Maiden, citing that Mr. Maiden did not support a different type of backfill for ditches.

#### **LETTER TO ATHENS TWP. TRUSTEES REQUESTING SPECIAL MEETING re: Backfill of ditches**

Commissioner Adkins made a motion to send a letter to the Athens Twp. Trustees requesting a special meeting to discuss this issue of backfill material for ditches. Commissioner Adkins to draft.

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

Commissioner Adkins also expressed his concerns with cutting out portions of the project, such as Beechwood, without the input of the Health Dept. on this issue. Commissioner Eliason will invite the Health Dept. to next week's meeting to discuss this issue further.

County Engineer Jeff Maiden discussed the backfill issue with Commissioner Chmiel asking him to look for some cost savings related to this project. He stated he will discuss this further with Mr. Schwieterman and Mr. Kasler to look for alternative materials for recommendation at next week's meeting.

**ACWSD JOHN DEERE EXCAVATOR**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the purchase of a John Deere Excavator for the ACWSD. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

**AMENDED CERTIFICATE**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the Amended Certificate, dated March 31st, 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, yea; Mr. Chmiel, yea.

**US50 SEWER PROJECT - OWDA / LAVELLE DISBURSEMENT REQ. #32 - MARCH LEGAL LAND BILL**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve and authorize Commissioner Eliason's signature on the OWDA Fund Request #32 in the amount of \$17,979.54, for Lavelle Law Offices, legal land bill. (Copied to page 158 ).

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

**SOIL & WATER TRANSFER OF FUNDS - APPROVED**

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

\$118,227.59 from the general fund into 651.0625.422105 AC Soil & Water

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

**HAPCAP BID RECOMMENDATION FOR NELSONVILLE FLOOD & DRAINAGE**

A motion was made by and seconded by to approve the following Bid recommendation from HAPCAP for the Nelsonville Flood & Drainage Project, and authorize the Commissioners signatures on all related documentation:

Engineers Estimate: \$60,800.00

Maximum Allowable Bid: \$66,880.00

B-F-18-1AE-1

City of Nelsonville - Flood & Drainage Facility Improvements

Vendor	Bid Amount
Wilson Excavating	\$43,165.80

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

**FERNDALE PARK USER AGREEMENT**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Park Use Agreement between Athens County and the Ferndale Baseball Assoc. Agreement shall be for (1) year Term.

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

**ARTICLE I- Background**

The County of Athens owns the Park which comprises approximately 62. acres located in Troy Township, Athens County, Ohio. Approximately 32 acres of the Park is wooded. The two active ball fields comprise approximately 2.3 acres. The unfinished ball field is approximately 1.6 acres.

2. Use of the Park is regulated by the Board.

3. The Association serves children of the community by providing recreational opportunities through youth baseball. Except for normal park maintenance services, there is little cost to the County in providing these recreational activities to the community.

4. The Board has a longstanding informal agreement with the Association to provide the Park for the youth baseball program.

5. The Board and the Association have now determined that it is in their mutual best interests to formalize their relationship in regard to the use and maintenance of the Park through the preparation and execution of a written use agreement.

**ARTICLE II -Purpose of Agreement**

The purpose of this Agreement is to:

1. Provide the terms and conditions under which the Association can continue to use the Park for practice, and ballgame activities.

2. Define operational and maintenance responsibilities.

3. Identify responsibility for costs.

4. Identify a planning process through which there can be a collaborative effort between the Board and the Association to anticipate future needs and provide for future improvements and upgrades.

**ARTICLE III - Duration of Agreement**

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

**ARTICLE IV - Effective Date of Agreement**

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

**ARTICLE V - Permitted Uses**

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

1. The ball fields at the Park shall be used and occupied by the Association only for the purpose of youth baseball activities. The Association shall not permit the ball fields at Park to be

used for any other purpose without the prior written approval of the Board. The Association is further authorized to establish and collect reasonable fees from leagues and tournament teams to offset their maintenance costs.

2. In April of each year, the Association shall provide to the Board a planned schedule of play in order to facilitate the maintenance of the Park, for example, mowing.

#### ARTICLE VI - Period of Use

1. Use of the ball fields will be limited to the Spring and Summer months for practice and league play and reasonable additional times for tournament play. Any Association use beyond that date must be requested and approved in writing by the Board. Approval of such requests will not be unreasonably withheld. The Association shall not be responsible for maintenance of the Park following the conclusion of the Period of Use.

#### ARTICLE VII - Use by Others

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

#### ARTICLE VIII -Property

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

#### ARTICLE IX- Notification and Approval of Improvements

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

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

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

#### ARTICLE X- Planning Process and Joint Plan

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

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

#### ARTICLE XI- Maintenance

##### 1. Maintenance by Association

- a) The Association shall maintain all dirt cut-out surfaces in such a manner as to keep the ball fields in a safe playable condition. This maintenance shall include but not be limited to weeding, grass removal, raking, grading, removal of rocks, placement of chalk lines, control of mud, and replacement of unsuitable dirt.
- b) The Association shall manage and maintain the concession facilities, if any, at such times as they are constructed.
- c) The Association shall provide litter control to the ball field area daily, or as needed, during practices, game play or tournament season, and shall keep the ball field area free of litter.
- d) Association shall pay the electric bill for all power requirements of the concession building and ball field lighting, if any.

##### 2. Maintenance by County:

- a) Common Areas— The Board will provide mowing in common areas of Park as needed between the months of April through October.
- b) \_ Water & Sanitation -- The Board will provide for water and for sanitation facilities at the Park either through permanent restroom facilities or through portable sanitation facilities.
- c) Parking Lot- The Board will provide maintenance to any parking lot(s) in existence at the execution of this agreement.



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

#### ARTICLE XII-Responsibility for Costs

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

#### ARTICLE XIII - Parking and Traffic Control

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

#### ARTICLE XIY - Termination

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

#### ARTICLE XV -Non Discrimination

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

#### ARTICLE XVI Liability

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

#### ARTICLE XVII - Amendments

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

#### ARTICLE XVIII -Indemnification

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

#### ARTICLE XIX - Entire Agreement

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

#### ARTICLE XX- Severability

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

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

BOARD OF COMMISSIONERS OF

ATHENS COUNTY OHIO

By: /s/ Lenny Eliason

By: /s/ Charlie Adkins

By: /s/ Chris Chmiel

FERNDAL Baseball Association

(Copied to page 159 ).

By: /s/ James "Ed" Beha 03/20/2020

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

#### SUSPEND / ADD TO AGENDA

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to suspend the rules and declare an emergency and add the following to the agenda: Common Pleas Court Judge George McCarthy

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

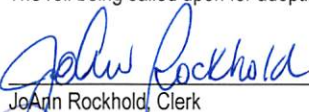
~ Judge McCarthy updated the Commissioners on video arraignments during the Covid-19 situation. They have made arrangements for video arraignments for the Jail, for all three courts. He applied & received a technology grant for video conferencing through the Ohio Supreme Court.

~ Commissioner Adkins gave the following BOE updates for mail out ballots. Space was needed for additional employees to work. The maintenance staff has set up a room in the basement of the Annex for their use to comply with the Secretary of State's directive. The SOS office will reimburse for this expense.

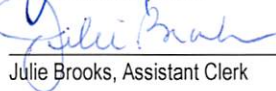
#### AGENDA

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

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



JoAnn Rockhold, Clerk



Julie Brooks, Assistant Clerk

\_\_\_\_\_  
Lenny Eliason, President

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



Charlie Adkins

By: /s/ Chris Chmiel

FERNDAL Baseball Association

By: /s/ James "Ed" Beha 03/20/2020

(Copied to page 159).

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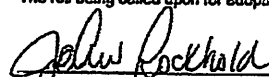

~ Judge McCarthy updated the Commissioners on video arraignments during the Covid-19 situation. They have made arrangements for video arraignments for the Jail, for all three courts. He applied & received a technology grant for video conferencing through the Ohio Supreme Court.

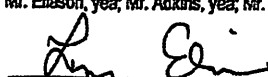
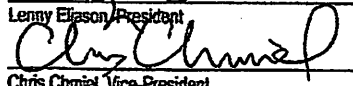
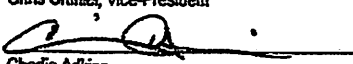
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#### AGENDA

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

  
John Rockhold, Clerk  
  
Julie Brooks, Assistant Clerk

  
Lenny Eliason, President  
  
Chris Chmiel, Vice-President  
  
Charlie Adkins

03/31/2020 11:53  
4877jrockhold

Athens County  
BUDGET TRANSFERS AND AMENDMENTS



1P  
bgamdent

Record Number	Year	Per	Journal Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2020	03	03/18/2020	4877smorris	Appropriat	597,428.15	0.00	Unbalanced
2	2020	03	03/20/2020	4877smorris	Certify	597,428.15	0.00	Pending Approval
3	2020	03	03/20/2020	4877apurcell	Approp	6,765.00	0.00	Unbalanced
4	2020	03	03/23/2020	4877apurcell	Certificat	30,000.00	0.00	Pending Approval
5	2020	03	03/27/2020	4877clucas	Approp	5,864.00	0.00	Approved

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

3/31/20  
Approved via  
7000

## 2020 Stone Bids

Diamond Stone (740) 698-2431	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304	\$ 15.75	\$ 4.25	\$ 20.00	\$ 5.25	\$ 21.00	\$ 7.00	\$ 22.75
#67 Aggregate	\$ 17.55	\$ 4.25	\$ 21.80	\$ 5.25	\$ 22.80	\$ 7.00	\$ 24.55
#8 Aggregate	\$ 17.55	\$ 4.25	\$ 21.80	\$ 5.25	\$ 22.80	\$ 7.00	\$ 24.55
#2 Limestone	\$ 17.55	\$ 4.25	\$ 21.80	\$ 5.25	\$ 22.80	\$ 7.00	\$ 24.55
ODOT Item #617	\$ 15.75	\$ 4.25	\$ 20.00	\$ 5.25	\$ 21.00	\$ 7.00	\$ 22.75
Limestone Dust	\$ 15.25	\$ 4.25	\$ 19.50	\$ 5.25	\$ 20.50	\$ 7.00	\$ 22.25
Rock Channel Protection - Type C	\$ 24.95	\$ 5.25	\$ 30.20	\$ 6.25	\$ 31.20	\$ 8.00	\$ 32.95
Rock Channel Protection - Type D	\$ 23.50	\$ 4.25	\$ 27.75	\$ 5.25	\$ 28.75	\$ 7.00	\$ 30.50

Melvin Stone (740) 334-6433	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304	\$ 13.05	\$ 6.50	\$ 19.55	\$ 7.75	\$ 20.80	\$ 9.50	\$ 22.55
#67 Aggregate	\$ 16.05	\$ 6.50	\$ 22.55	\$ 7.75	\$ 23.80	\$ 9.50	\$ 25.55
#8 Aggregate	\$ 16.55	\$ 6.50	\$ 23.05	\$ 7.75	\$ 24.30	\$ 9.50	\$ 26.05
#2 Limestone	\$ 14.55	\$ 6.50	\$ 21.05	\$ 7.75	\$ 22.30	\$ 9.50	\$ 24.05
ODOT Item #617	\$ 13.05	\$ 6.50	\$ 19.55	\$ 7.75	\$ 20.80	\$ 9.50	\$ 22.55
Limestone Dust	\$ 7.05	\$ 6.50	\$ 13.55	\$ 7.75	\$ 14.80	\$ 9.50	\$ 16.55
Rock Channel Protection - Type C	\$ 19.05	\$ 7.50	\$ 26.55	\$ 8.75	\$ 27.80	\$ 10.50	\$ 29.55
Rock Channel Protection - Type D	\$ 17.05	\$ 6.50	\$ 23.55	\$ 7.75	\$ 24.60	\$ 9.50	\$ 26.55

Shelly Materials (East Fultonham) 740-849-2338	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304	\$ 12.85	\$ 10.00	\$ 22.85	\$ 8.00	\$ 20.85	\$ 12.75	\$ 25.60
#67 Aggregate	\$ 14.60	\$ 10.00	\$ 24.60	\$ 8.00	\$ 22.60	\$ 12.75	\$ 27.35
#8 Aggregate	\$ 15.60	\$ 10.00	\$ 25.60	\$ 8.00	\$ 23.60	\$ 12.75	\$ 28.35
#2 Limestone	\$ 14.60	\$ 10.00	\$ 24.60	\$ 8.00	\$ 22.60	\$ 12.75	\$ 27.35
ODOT Item #617	\$ 12.85	\$ 10.00	\$ 22.85	\$ 8.00	\$ 20.85	\$ 12.75	\$ 25.60
Limestone Dust	\$ 6.00	\$ 10.00	\$ 16.00	\$ 8.00	\$ 14.00	\$ 12.75	\$ 18.75
Rock Channel Protection - Type C	\$ 21.00	\$ 11.00	\$ 32.00	\$ 9.00	\$ 30.00	\$ 13.75	\$ 34.75
Rock Channel Protection - Type D	\$ 19.35	\$ 10.00	\$ 29.35	\$ 8.00	\$ 27.35	\$ 12.75	\$ 32.10

Cochran Trans. (from Melvin) (740) 593-3906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304		\$ 6.85		\$ 8.20		\$ 10.30	
#67 Aggregate		\$ 6.85		\$ 8.20		\$ 10.30	
#8 Aggregate		\$ 6.85		\$ 8.20		\$ 10.30	
#2 Limestone		\$ 6.85		\$ 8.20		\$ 10.30	
ODOT Item #617		\$ 6.85		\$ 8.20		\$ 10.30	
Limestone Dust		\$ 6.85		\$ 8.20		\$ 10.30	
Rock Channel Protection - Type C							
Rock Channel Protection - Type D							

Cochran Trans. (from Melvin Logan) (740) 593-3906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304		\$ 6.30		\$ 5.00		\$ 10.25	
#67 Aggregate		\$ 6.30		\$ 5.00		\$ 10.25	
#8 Aggregate		\$ 6.30		\$ 5.00		\$ 10.25	
#2 Limestone		\$ 6.30		\$ 5.00		\$ 10.25	
ODOT Item #617		\$ 6.30		\$ 5.00		\$ 10.25	
Limestone Dust		\$ 6.30		\$ 5.00		\$ 10.25	
Rock Channel Protection - Type C							
Rock Channel Protection - Type D							

Cochran Transp. (from Diamond) (740) 593-3906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304		\$ 4.25		\$ 5.25		\$ 7.15	
#67 Aggregate		\$ 4.25		\$ 5.25		\$ 7.15	
#8 Aggregate		\$ 4.25		\$ 5.25		\$ 7.15	
#2 Limestone		\$ 4.25		\$ 5.25		\$ 7.15	
ODOT Item #617		\$ 4.25		\$ 5.25		\$ 7.15	
Limestone Dust		\$ 4.25		\$ 5.25		\$ 7.15	
Rock Channel Protection - Type C							
Rock Channel Protection - Type D							

Cochran Transp. (from East Fultonham) (740) 593-3906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304		\$ 10.50		\$ 6.95		\$ 13.70	
#57 Aggregate		\$ 10.50		\$ 6.95		\$ 13.70	
#8 Aggregate		\$ 10.50		\$ 6.95		\$ 13.70	
#2 Limestone		\$ 10.50		\$ 6.95		\$ 13.70	
ODOT Item #617		\$ 10.50		\$ 6.95		\$ 13.70	
Limestone Dust		\$ 10.50		\$ 6.95		\$ 13.70	
Rock Channel Protection - Type C							
Rock Channel Protection - Type D							

Cochran Transp. (from Enterprise) (740) 593-3906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304		\$ 7.55		\$ 5.90		\$ 11.50	
#57 Aggregate		\$ 7.55		\$ 5.90		\$ 11.50	
#8 Aggregate		\$ 7.55		\$ 5.90		\$ 11.50	
#2 Limestone		\$ 7.55		\$ 5.90		\$ 11.50	
ODOT Item #617		\$ 7.55		\$ 5.90		\$ 11.50	
Limestone Dust		\$ 7.55		\$ 5.90		\$ 11.50	
Rock Channel Protection - Type C							
Rock Channel Protection - Type D							

Cochran Trans. (From Elko-Wellston) (740) 593-3906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304		\$ 8.20		\$ 9.65		\$ 11.55	
#57 Aggregate		\$ 8.20		\$ 9.65		\$ 11.55	
#8 Aggregate		\$ 8.20		\$ 9.65		\$ 11.55	
#2 Limestone		\$ 8.20		\$ 9.65		\$ 11.55	
ODOT Item #617		\$ 8.20		\$ 9.65		\$ 11.55	
Limestone Dust		\$ 8.20		\$ 9.65		\$ 11.55	
Rock Channel Protection - Type C							
Rock Channel Protection - Type D							

Cochran Trans. (From Latham Limestone LLC) (740) 593-3906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304		\$ 17.65		\$ 19.00		\$ 21.00	
#57 Aggregate		\$ 17.65		\$ 19.00		\$ 21.00	
#8 Aggregate		\$ 17.65		\$ 19.00		\$ 21.00	
#2 Limestone		\$ 17.65		\$ 19.00		\$ 21.00	
ODOT Item #617		\$ 17.65		\$ 19.00		\$ 21.00	
Limestone Dust		\$ 17.65		\$ 19.00		\$ 21.00	
Rock Channel Protection - Type C							
Rock Channel Protection - Type D							

Cochran Trans. (From Hanson Agg. Peebles) (740) 593-3906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304		\$ 19.10		\$ 20.50		\$ 22.50	
#57 Aggregate		\$ 19.10		\$ 20.50		\$ 22.50	
#8 Aggregate		\$ 19.10		\$ 20.50		\$ 22.50	
#2 Limestone		\$ 19.10		\$ 20.50		\$ 22.50	
ODOT Item #617		\$ 19.10		\$ 20.50		\$ 22.50	
Limestone Dust		\$ 19.10		\$ 20.50		\$ 22.50	
Rock Channel Protection - Type C							
Rock Channel Protection - Type D							

Cochran Trans. (From King Quarries, Caldwell) (740) 593-3906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Canaanville	Delivered Price Per Ton (Material & Freight) to Canaanville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coolville	Delivered Price Per Ton (Material & Freight) to Coolville
ODOT Item #304		\$ 14.10		\$ 17.60		\$ 10.70	
#57 Aggregate		\$ 14.10		\$ 17.60		\$ 10.70	
#8 Aggregate		\$ 14.10		\$ 17.60		\$ 10.70	
#2 Limestone		\$ 14.10		\$ 17.60		\$ 10.70	
ODOT Item #617		\$ 14.10		\$ 17.60		\$ 10.70	
Limestone Dust		\$ 14.10		\$ 17.60		\$ 10.70	
Rock Channel Protection - Type C							
Rock Channel Protection - Type D							

CITY OF UPPER ARLINGTON  
CONTRACT CHANGE ORDER

Page 1

PROJECT: ACJ & FS Handicap Ramp  
CONTRACTOR: Dixon Enterprises LLC

Change Order Number: 001

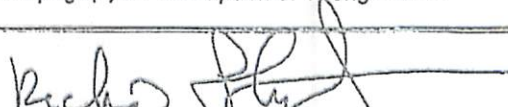
Contract for: General

Original Contract Sum \$ 55,542.00  
Net Change by previously authorized Change Order(s) \$ 0  
Contract Sum prior to this Change Order \$ 55,542.00  
Amount of this Change Order \$ 5,098.00  
Contract Sum after this Change Order \$ 60,640.00

Contract Time will be ☒ increased, ☐ decreased,  
☒ unchanged by 0 days.**COMMENTS:** Revised hand rail detail,  
additional length of ramp based on building  
code and a deduct of \$500.00 for a change  
in construction of the exterior concrete slab.

NOTE: See attached page(s) for description of Change Order

CERTIFIED BY:

  
Project Manager/Architect



DATE: 3.12.20

APPROVED:

CITY OF UPPER ARLINGTON  
3600 Tremont Road  
Upper Arlington, OH 43221

CONTRACTOR: Derek Dixon

Company: Dixon Enterprise LLC

Address: 14980 Kimberly Road  
Nelsonville, Oh 45764  
County Commissioner3-24-20  
Date  
County Attorney-Approved As To Form3/20/2020  
Date  
Director3/23/2020  
DateBy: 

Date: 03/17/2020

POSTING:

Finance Department

Date:



- c. The total pensionable wages and employee contributions information reported to Ohio Public Employees Retirement System for the year ended December 31, 2019 agrees with the payroll records of the employer.
2. All relevant matters are reflected and the measurement and/or evaluation of the assertions described above.
3. We are responsible for understanding and complying with any applicable laws and regulations; and we have identified, and disclosed to you all laws and regulations that could directly affect the census data and pensionable wages.
4. There have been no events subsequent to December 31, 2019, that would have a material effect on the completeness and accuracy of the census data and pensionable wages reported to the Ohio Public Employees Retirement System.
5. We have disclosed to you all information of which we are aware that may contradict the assertions regarding the completeness and accuracy of the census data and pensionable wages reported to the Ohio Public Employees Retirement System, and have disclosed to you all communications from regulatory agencies, including communications received between December 31, 2019 and the date of this letter, affecting the related assertions.
6. We have provided you with all records, relevant information, and access to information and personnel in connection with your examination of the completeness and accuracy of the census data and pensionable wages reported to the Ohio Public Employees Retirement System.
7. There are no deficiencies in internal control relevant to the engagement of which we are aware.
8. We have no knowledge of any actual, suspected, or alleged fraud or noncompliance with laws or regulations affecting the completeness and accuracy of the census data and pensionable wages reported to the Ohio Public Employees Retirement System.

Sincerely,

Jill Thompson, County Auditor

Commissioner

## REPRESENTATION LETTER

Jill A. Thompson  
Athens County Auditor

March 23, 2020

Keith Faber

Auditor of State

and

Shane Statler, CFE

Chief Auditor, Southeast Region

53 Johnson Road

The Plains, Ohio 45780

Regarding your examination of the accuracy and completeness of the census data and pensionable wages reported to the Ohio Public Employees Retirement System as of December 31, 2019, and for the year then ended for the purpose of expressing an opinion that the assertions regarding the accuracy and completeness of the census data and pensionable wage reported to the retirement system, as described below, are fairly stated, in all material respects, we confirm to the best of our knowledge and belief, the following representations made to you during the course of your examination.

## 1. We are responsible for the following assertions:

- a. The census data provided to the Ohio Public Employees Retirement System as of December 31, 2019 is accurate and complete. Census data includes
- o First and Last Name;
  - o Last four digits of the social security number;
  - o Contributions remitted to the plan;
  - o Pensionable Compensation;
- b. The census data provided to the Ohio Public Employees Retirement System as of December 31, 2019 included all enrolled employees.
- c. Census data changes occurring during the year ended December 31, 2019 to an enrolled employee's eligible compensation, were properly updated with the Ohio Public Employees Retirement System.
- d. All employees required to be enrolled in the Ohio Public Employees Retirement System in accordance with statutory requirements were properly enrolled.

SIGN



# Athens County Commissioners



Charlie Adams  
caddams@athensohio.org  
Chris Chmiel  
cchmiel@athensohio.org  
Lenny Eliason, MPA  
leliason@athensohio.org

15 South Court St.  
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Jean Rockhold  
Chief Admin. Assistant  
jrockhold@athensohio.org  
Telephone (740) 592-3292  
Fax (740) 594-8010

## RESOLUTION OF ATHENS COUNTY REGARDING SICK LEAVE AND ADMINISTRATIVE LEAVE POLICIES FOR DECLARED FEDERAL, STATE OR LOCAL EMERGENCIES

WHEREAS, the United States and the State of Ohio has experienced the spread of COVID-19, which is a contagious and/or infectious disease; and

WHEREAS, the State of Ohio has declared a state emergency based upon the spread of COVID-19 and the Ohio Director of Health issued a State at Home Order on March 22, 2020, which limited individuals to leave the home unless engaged in Essential Work or Activity; and

WHEREAS, the Board desires to amend the County Policy to adapt to COVID-19 and for future declared Federal, State, or Local Emergencies regarding Leave of County Employees during such Emergencies

NOW, THEREFORE, BE IT RESOLVED by the Board, State of Ohio, all of the elected members concurring, that:

1. Protection of Employees. In order to protect the citizens and employees of Athens County, this Board is amending the County Policy to include a policy regarding sick leave, vacation leave and administrative leave during Declared Federal, State or Local Emergencies.
2. Pay During Declared Emergency. It is the Policy of Athens County that employees are eligible for leave with pay in order to comply with Directives of the Federal, State or Local Governments.
3. Elected Official's Responsibility.
  - a. It is the responsibility of each Elected Official to determine the level of staffing needed during a Declared Emergency.
  - b. It is also the responsibility of the Elected Official to determine the necessary hours of operation and to operate within its appropriated budgets to administer such duties during a Declared Emergency.
  - c. Staff should be limited.
  - d. Specifically, for COVID-19, during time of operation, Elected Officials shall make sure that his/her office complies with the March 22, 2020 Director of Health Order regarding social distancing. The Elected Official's office shall maintain a six-foot social distancing for employees and members of the public at all times.

4. For purposes specifically to COVID-19, Essential Governmental Functions are specifically exempted from the March 22, 2020 Ohio Director of Health's Order. This shall include all services provided by the State or any municipality, township, county, political subdivision, board, commission or agency of government and needed to ensure the continuing operation of the government agencies to provide for or support the health, safety and welfare of the public, and including contractors performing Essential Governmental Functions.
5. Working Remote: When possible, the Elected Official may deem it necessary for County Employee to work remote. This is encouraged as it will minimize contact with other individuals.
6. Vacation/Sick/Administrative Leave
  - a. Administrative Leave: Each Elected Official has the authority to place his/her employees on administrative leave with pay during a Declared Emergency.
  - b. Vacation Leave: An employee shall not be required to use Vacation Leave during a time of a Declared Emergency unless the employee was required by the Elected Official to work and the employee decides to use his/her Vacation Leave. Then the employee shall be required to use Vacation Leave.
  - c. Sick Leave: An employee shall not be required to use Sick Leave during a time of a Declared Emergency unless that employee was required by the Elected Official to work and the employee is sick and decides to use his/her Sick Leave. Then the employee shall be required to use Sick Leave.

BE IT FURTHER RESOLVED THAT, this was approved by Board of Athens County Commissioners, via signatures below.

Signed this 23<sup>rd</sup> day of March, 2020

*Chris Chmiel*  
Commissioner  
*Chris Chmiel*  
Commissioner  
*Chris Chmiel*  
Commissioner

## Ohio Water Development Authority Fund Payment Request

LGA Name: Athens County

Project Name: US 50 Sanitary Sewer System Improv Phase 3

Account Number: 7958

EPA Loan Number:

Disbursement Request: 32

Date Prepared: 03/30/2020 10:40:54 AM

	Contractor Name:	Uncumbered	Disbursed	Balance
OW	OWDA Fee	\$8,448.00	\$8,448.00	\$0.00
TS	Technical Services	\$708,700.00	\$701,978.05	\$4,721.95
TSS	Land	\$850,000.00	\$736,709.92	\$113,290.08
	Payee			
	Lavelle Law Offices, LPA			
	Invoice #	Invoice Date	Invoice Amount	Requested Amount
		03/30/2020	\$17,979.54	\$17,979.54
			Total	\$17,979.54
		Total:	\$1,562,148.00	\$1,462,115.51
				\$85,310.54
				\$100,032.49

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

  
Signature of Preparer

Frank A. Lavelle Esq.

Name of Preparer (Printed);

  
Signature of Borrower's Authorized Representative

Signature of Borrower's Authorized Representative

Lenny Eliason, President

Name of Borrower's Authorized Representative (Printed);

### For Ohio Water Development Authority Use

Date	Voucher Number	Amount

Ohio Water Development Authority

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

**ARTICLE XIX - Entire Agreement**

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

**ARTICLE XX - Severability**

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

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

**BOARD OF COMMISSIONERS OF  
ATHENS COUNTY OHIO**

By: Larry Elison  
Larry Elison

4/3/20  
Date

By: Charlie Adkins  
Charlie Adkins

3-25-20  
Date

By: Chris Chmiele  
Chris Chmiele

4-3-20  
Date

**FERNDALE BASEBALL ASSOCIATION**

By: James E. Burt  
James Burt

03/20/2020  
Date