

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, November 24th, 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.

AGENDA

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

- ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS
- Meeting Agenda for Nov. 24 2020 - Convened at 9:30 a.m. via Zoom Video conference
- Approve Agenda
- Approve Minutes from November 17, 2020
- Approve Appropriations, Transfers, New Line Items Requests/Changes
- Approve Bills

- 09:30 Scott Petroff - Mobile Home Tax
- 09:45 DJFS Dir. Jean Demosky - 2020-2021 Integrated Services contract
- 10:15 HAPCAP Glen Crippen - CDBG CARES Proposal
- 11:30 US 50 Bid Opening Contract A Courtroom A
- 12:15 US 50 Bid Opening Contract B
- 01:00 US 50 Bid Opening Contract C
- 01:45 US 50 Bid Opening Contract D
- 02:30 US 50 Bid Opening Contract E

~ AGENDA ITEMS

- Amended Certificate
- ACWSD - Payment Plan
- AT&T Easements
- Telework Policy
- Athens County Cares Act Small Business Relief Grant Agreement
- Pro. Atty. - VOCA/SVAA Grant Award 20-21
- Location Release for EMS Station Video
- Port Authority Board Appointment
- Annex / Courthouse
- ACCVB Appointments
- Moonville Tunnel - historic place support

~TRAVEL

- EMA (ratify Comm. Adkins signature)
- Don Gossell / Cayla Allen - Meigs Co. EMA - Pick up PPE and tour EMA Facility - 11/19/2020

~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 November 17th, 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: November 24th, 2020 - Budget Transfers and Amendments. (Copied to page 561). 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: 11/18/2020 To: 11/24/2020 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.

SCOTT PETROFF - MOBILE HOME TAX

Mr. Scott Petroff, a local Attorney, wished to discuss the tax liability associated with mobile homes. Auditor Jill Thompson stated will be happy to discuss his concerns regarding the State Law. Mr. Eliason suggested he contact the Ohio Department of taxation. Mr. Chmiel also suggested he contact the S.E. Ohio Legal Services.

- 1. Contracts
 - a. Integrated Services – The Hive - (See motion below.)
- 2. COVID 19 Updates
 - a. CARES Act Funding Redistribution? She asked for them to be considered for help with the 14 air handlers for their building. Cost estimate \$32,000.00.
 - b. Post-holiday concerns - Thoughts on County Buildings during this Covid-19 pandemic. - She will zoom in for the conversation later today on the agenda.

DJFS - INTEGRATED SERVICES FOR BEHAVIORAL HEALTH SUBGRANT AGREEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Subgrant Agreement between the Athens County Department of Job and Family Services and the Integrated Services for Behavioral Health on the 24th day of November, 2020.

Total Value: \$50,000.00. Contract Period: 12/01/2020 - 11/30/2021. The purpose of this Subgrant Agreement is to establish the terms, conditions and requirements governing the administration and use of the financial assistance received by or use by the Subgrantee pursuant to this Subgrant Agreement. Subgrantee agrees to provide community outreach services as described in Article III (B).

Copy of full agreement on file in Commissioner's Office.

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 November 24, 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.

ACWSD - Payment Plan - C. Radcliff

A motion was made by Mr. Chmiel and seconded by Mr. Adkins ratifying the signature of Commissioner Adkins and authorizing a payment plan for Charity Radcliff for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount past due is \$168.11 minus a payment of \$42.55 requiring a monthly minimum payment of \$41.86 plus the regular monthly bill, for three months. Customer must pay payment amount, plus the current bill, failure to do so breaks the agreement and payment is due in full. Should at any time not make one of these payments the account will be considered delinquent and service could be shut off. First payment due before or on 12/31, 1/31 and 2/28.

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

AT&T Easements - Tabled

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to Table these Easements until next week so that the County Engineer can review.

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

TELEWORK POLICY

The Clerk forwarded copies of this to the Commissioners for employees working at home, quarantine, or offices being split.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Telework Policy/Agreement:

Teleworking Agreement

_____ is authorized to telework beginning
 (Employee Name)

_____ during the work hours of _____
 (Start Date) (Days and Work Hours/Schedule)

Teleworking will be conducted at your home unless specified here: (Alternative Work Location Address)

The decision to authorize teleworking is solely at the discretion of the (Appointing Authority) and can be modified or terminated at any time. When the (Appointing Authority) terminates this teleworking authorization, you will be notified and will be required to report to work at your normal report-in location on the date provided. For the duration of the teleworking authorization, the following provisions are applicable to you:

- o Teleworking authorization does not affect basic terms and conditions of employment with (Appointing Authority). This includes your rate of pay, retirement benefits, and employer-sponsored insurance coverage, if applicable.
- o You are still obligated to comply with all office rules, policies, practices, and instructions, and applicable laws and regulations. A violation of such may result in a revocation of the teleworking authorization and discipline, up to and including removal.
- o If you need to use leave during the time you are teleworking, you must comply with the call-off policies and procedures for obtaining approval prior to using leave.
- o You are authorized to telework during the work hours specified above. If you are required to work outside of these hours, you will be notified by your supervisor. All overtime and flex time policies apply during teleworking.
- o You are responsible for accurately reporting your time for the duration of the teleworking authorization.
- o You need to be available to come into the office at any point during the course of the workday. This is imperative in order to ensure proper coverage in the office. If you are called into the office, you shall be prepared to report to the office within an hour and a half of being called in.
- o In the event of resignation or termination from employment with this office, you must promptly return all employer-owned equipment, supplies, and data to (Appointing Authority) and verify that any data stored on personal equipment has been removed.
- o You are still responsible for protecting all sensitive data including but not limited to protected health information (PHI), confidential personal information (CPI), and other personally identifiable information (PII) that you may have access to.
- o You shall check your emails and voicemails hourly in order to stay current on issues, pressing matters from the public, County staff, and your supervisor, as well as work assignments.
- o Work at home must be done while working on a secure wireless network.
- o Computers must be locked when not being utilized in a fashion that correlates with rules related to locking the computer at the office.

- o Phone calls will be handled in a manner that maintains confidentiality while out of the office. Your workspace must also be sufficiently appropriate to ensure professional communications.
- o You shall not meet with the public or clients in your home office in any official capacity or connected with this office's business. (Appointing Authority) is not responsible for any injuries to family members, visitors, and others in your home.
- o (Appointing Authority) is not responsible for any loss to your property whether caused by physical damage, computer virus attacks, or other intrusions via the Internet.
- o You must ensure that any employer-owned equipment you use while teleworking is safe and protected from damage and theft.
- o If you become aware of or anticipate any disruption to technological communications during your normal working hours, then you must immediately notify your supervisor. If you are unable to perform work due to operational or technological issues, you may not be paid based on the circumstances.
- o (Appointing Authority) retains the right to investigate alleged abuse of this policy, and may cease or modify your approval for telework at any time.

I, the undersigned employee, acknowledge receipt of this Agreement and agree to abide by its terms during this teleworking assignment.

Signature of Employee Date

Signature of Appointing Authority Date

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

ATHENS CO. CARES ACT - Small Business Relief Grant Agreement

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve and ratify the amended criteria in the Agreements, which include: eliminate the requirement for two (2) full time employees, and include small business up to twenty-five (25) and also removed the reporting, due to receiving it in advance; as well as approving the following CARES Act Small Business Relief Grant Agreement between the Athens County Board of Commissioners and the Athens Chop Shop, LLC:

**ATHENS COUNTY CARES ACT
SMALL BUSINESS RELIEF GRANT AGREEMENT**

This GRANT AGREEMENT is entered into by and between the Board of Commissioners of Athens County ("ATHENS COUNTY"), and Athens Chop Shop, LLC ("GRANTEE") with a mailing address of: 20 South Court Street, Athens, Ohio 45701.

ATHENS COUNTY and GRANTEE are sometimes collectively referred to in this AGREEMENT as "Parties."

WITNESSETH THAT:

WHEREAS, in 2020, the United States began addressing problems and issues associated with the worldwide COVID-19 public health emergency ("Pandemic"); and

WHEREAS, in response to the economic fall-out caused by the Pandemic, the Federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was passed by Congress, establishing a \$150 billion Coronavirus Relief Fund to provide payments to State, Local and Tribal governments navigating the negative and devastating impacts of the Pandemic; and

WHEREAS, Section 601 (d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") authorizes a Board of County Commissioners to utilize CARES Act funding to assist local businesses affected by the Pandemic with a small business grant program; and

WHEREAS, as a county with a population that exceeds 28,000, Athens County is a unit of local government eligible for receipt of direct payment under the CARES Act, and as such is eligible to receive up to \$3,490,076.38 from the Coronavirus Relief Fund; and

WHEREAS, the Board of Commissioners of Athens County, Ohio ("ATHENS COUNTY") passed a motion authorizing the Athens County Economic Development Council to implement and administer a small business grant program utilizing a portion of the County's CARES Act allotment; and,

WHEREAS, ATHENS COUNTY, has developed the Athens County COVID-19 Small Business Grant Program ("Program") to provide Athens County small businesses with some monetary relief of the business interruption costs caused by the Pandemic in the form of grants of CARES Act funding; and

WHEREAS, GRANTEE submitted an application ("Grant Application") for the reimbursement of certain costs of business interruption caused by required closures, such Grant Application is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, in accordance with the terms and conditions of this Grant Agreement, ATHENS

COUNTY desires to distribute to GRANTEE a payment in the amount of \$ 2,730.00

("Grant Funds") to reimburse GRANTEE for certain costs that it incurred in relation to the interruption of its business due to required closures occurring as a result of the Pandemic.

NOW THEREFORE, in consideration of the mutual covenants by and between the Parties hereto, the Parties agree as follows:

1. ATHENS COUNTY hereby awards to GRANTEE, a grant in the amount of \$ 2,730.00 for the purpose of reimbursing costs of business interruption caused by required closures arising from the Pandemic. The specific uses for the Grant Funds are detailed in the Grant Application, attached hereto as Exhibit A and incorporated herein by reference.

2. GRANTEE warrants and represents that by accepting the Grant Funds at the time it submitted its Grant Application that it met the eligibility requirements of the Program set forth on Exhibit A, attached hereto and incorporated herein by reference. If at any time, it is determined that GRANTEE did not meet the eligibility requirements at the time it submitted its Grant Application, all of the Grant Funding shall be immediately repaid to ATHENS COUNTY by GRANTEE.

3. GRANTEE understands and agrees that the Grant Funds provided to the GRANTEE shall be used for only the expenses identified in the Grant Application. Any other use of Grant Funds, without prior written approval of ATHENS COUNTY, shall be considered a non-allowable expenditure. If at any time, it is determined that Grant Funds were used to pay for any nonallowable expenditure, all or a part of the Grant Funding (as determined by ATHENS COUNTY in its sole discretion) shall be immediately repaid to ATHENS COUNTY by GRANTEE.

4. GRANTEE understands and agrees that it shall use Grant Funds to reimburse only eligible expenses identified on Exhibit A, attached hereto and incorporated herein by reference. If at any time, it is determined that Grant Funds were used to pay for ineligible expenses, all or a part of the Grant Funding (as determined by ATHENS COUNTY in its sole discretion) shall be immediately repaid to ATHENS COUNTY by GRANTEE.

5. GRANTEE warrants and represents that all statements, records and information submitted to ATHENS COUNTY in relation to this Grant are true and accurate. GRANTEE understands and agrees that if at any time it is determined that such statements, records and information were not true and accurate, all of the Grant Funding shall be immediately repaid to ATHENS COUNTY by GRANTEE.

6. If it determined that the GRANTEE cannot properly substantiate all or a part of its Eligible Expenses, all or a part of the Grant Funding (as

determined by ATHENS COUNTY in its sole discretion) must immediately be repaid to ATHENS COUNTY by GRANTEE.

7. GRANTEE shall keep all records, financial or otherwise, relating to use of Grant Funds received pursuant to this Grant Agreement for at least five (5) calendar year following receipt of such funds. ATHENS COUNTY shall at any reasonable time have the right of access to and right to review or audit any and all such records pertinent to the administration and operation of the Grant and that said records shall be maintained in a manner to facilitate such reviews and audits.

8. GRANTEE may, at any time after execution of this GRANT AGREEMENT, terminate the Grant, in whole or in part, upon written notification to ATHENS COUNTY. In the event of such termination, any Grant Funds that have not been used to reimburse expenditures in a manner provided for herein shall be immediately repaid to ATHENS COUNTY by GRANTEE.

9. GRANTEE certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

10. GRANTEE agrees to comply with all pertinent provisions of the Drug Free Workplace Act.

11. GRANTEE shall comply with the requirements of all applicable laws and regulations governing the performance of its duties under this GRANT AGREEMENT.

12. This GRANT AGREEMENT shall be interpreted in its entirety in accordance with the laws of the State of Ohio.

13. This GRANT AGREEMENT, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this GRANT AGREEMENT.

14. This GRANT AGREEMENT shall terminate December 30, 2020, unless extended by written agreement of the parties before that date or otherwise terminated as provided herein. Those provisions of the GRANT AGREEMENT which by their very nature are incapable of being performed or enforced prior to expiration or termination of this GRANT AGREEMENT or which suggest at least partial performance or enforcement following such expiration or termination, shall survive any such expiration or termination.

15. This GRANT AGREEMENT may be amended at any time, or any provision hereof may be waived, by written consent of ATHENS COUNTY and GRANTEE.

16. GRANTEE must provide ATHENS COUNTY its EIN number and a signed W-9 at the time this GRANT AGREEMENT is returned. GRANTEE shall sign and return this GRANT

AGREEMENT within ten (10) calendar days of receipt or the Grant Funding may be forfeited.

IN WITNESS WHEREOF, this GRANT AGREEMENT is effective upon the date of the last signature.

I have the authority to sign this GRANT AGREEMENT and do so in my respective capacity.

GRANTEE - NAME: Athens Chop Shop, LLC

Signature:

Print Name:

Title:

Date Signed:

BOARD OF COMMISSIONERS, ATHENS COUNTY, OHIO

Signature:

President date

Approved as to legal form

Zachary Saunders, date

Athens County, Assistant Prosecuting Attorney

(Copied to pages 562).

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

HAPCAP Glen Crippen - CDBG CARES Proposal - My Sister's Place

Mr. Crippen inquired about CDBG CARES funding available through the ODSA Targets of Opportunity Program and the approach by My Sister's Place for funding for the purchase of property, a multi unit dwelling in order to maintain social distancing.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Mr. Crippen to submit a CDBG Coronavirus CARES ACT pre application grant to the ODSA, Targets of Opportunity Program, in support of My Sister's Place, for funding to purchase a dwelling in order to space out their residents, and maintain social distancing. They are asking for funds in the amount \$200,000.00 with \$75,000.00 of their own funding.

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

PRO. ATTY. - VOCA/SVAA GRANT AWARD 20/21

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the Athens County Prosecutor's Office - VOCA/SVAA Grant Award for 2020/2021.

Award Number: 2021-VOCA-133914494

VOCA Award: \$91,933.70

SVAA Award: \$0.00

(Copied to page 563).

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

LOCATION RELEASE FOR EMS STATION VIDEO

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to Table this until next week.

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

PORT AUTHORITY BOARD APPOINTMENT

Steve Cox is scheduled on next week's agenda for an interview to discuss this appointment.

ANNEX / COURTHOUSE

Discussion regarding the current Covid-19 situation and increase in cases throughout the County, and possible shut down or limited access to the public. Mr. Chmiel stated that after speaking with Health Dept. Dir., Jack Pepper, he feels that now is the time to act conservatively. Mr. Eliason expressed concerns regarding locking down the building. Mr. Eliason stated he feels that if the County Level changes to Red Level 3, we should go to a Limited Access. DJFS Dir. Jean Demosky stated she would rather be on the safe side with appointment only access to their building. The Clerk will reach out to the Judges to see about running people through front security with temperature checks, and come across the walkway to access the Annex building, in the even of a Level 3 (Red). A Press Release will be sent out in the event of the County going to Level 3, Red with instructions for access to an office in the Annex Building.

DJFS - Authorize Appointment Only Service - Level 3 Red

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing DJFS Dir. Jean Demosky to initiate an appointment only service at the DJFS location and the Ohio Means Jobs location, for the safety of their workforce. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

ACCVB APPOINTMENTS

Discussion regarding scheduling appointments for interviews for these appointments in the next couple weeks. The Clerk will work on scheduling these appointments for interviews.

MOONVILLE TUNNEL - HISTORIC PLACE SUPPORT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following letter of support for the Ohio Historic Sites Preservation Advisory Board, pending the support of Vinton County. Commissioner Chmiel contacted Vinton County and confirmed they are in support of this placement on the National Register of Historic Places.

November 24, 2020

Dear Members of the Ohio Historic Sites Preservation Advisory Board,

The Board of Athens County Commissioners are in support of the Moonville Rail Tunnel being placed on the National Register of Historic Places. We are proud of the region's history and believe that we should recognize, protect and preserve this important historical site. As our region's economy continues to evolve, we feel it is appropriate to build upon our heritage. The Moonville Trail is an excellent example of how we can capitalize on our history and scenic natural resources as we grow the outdoor recreation economy in our region. Thank you for your time and consideration. If you have any questions, please feel free to reach out to us.

/s/ Lenny Eliason, President
/s/ Chris Chmiel, Vice President
/s/ Charlie Adkins

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

TRAVEL

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve and ratify Commissioner Adkins signature on the following Travel: EMA

Don Gossell / Cayla Allen - Meigs Co. EMA - Pick up PPE and tour EMA Facility - 11/19/2020

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

US50 SEWER BID OPENINGS - via Zoom video conferencing in Court Room A in the Courthouse

Those present: Stantec, Gary Silcott & Tracy Shultz; Commissioners Eliason, Chmiel and Adkins; Atty. Frank Lavelle; W&S Supt. Rich Kasler; Clerk JoAnn Rockhold; Assistant Clerk Julie Brooks; W&S Clerk Stephanie Morris.

11:30 - US50 SEWER BID OPENING CONTRACT A

Gary Silcott and Tracy Shultz from Stantec opened the following Bids for **Contract A** - Engineer's Estimate: \$8,300,000.00

<u>Contractor</u>	<u>Base Bid</u>
Trucco Construction	\$6,826,997.85
Sunesis Construction	\$5,432,800.00
TAM Construction	\$4,999,999.61
Southern Ohio Trenching & Excavating	\$5,646,032.44
Fields Excavating, Inc.	\$4,954,952.96

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the above mentioned bids for Contract A. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

12:15 - US50 SEWER BID OPENING CONTRACT B

Gary Silcott and Tracy Shultz from Stantec opened the following Bids for **Contract B** - Engineer's Estimate: \$4,500,000.00

<u>Contractor</u>	<u>Base Bid</u>
Trucco Construction	\$5,538,633.68
Sunesis Construction	\$4,887,900.00
Southern Ohio Trenching & Excavating	\$5,020,722.30

Fields Excavating, Inc. \$4,294,209.54

TAM Construction \$4,218,195.00

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the above mentioned bids for Contract B. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

01:00 - US50 SEWER BID OPENING CONTRACT C

Gary Silcott and Tracy Shultz from Stantec opened the following Bids for **Contract C**

<u>Contractor</u>	<u>Base Bid</u>
Trucco Construction	\$8,749,113.60
Fields Excavating, Inc.	\$7,325,486.64

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the above mentioned bids for Contract C. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

01:45 - US50 SEWER BID OPENING CONTRACT D

Gary Silcott and Tracy Shultz from Stantec opened the following Bids for **Contract D**

<u>Contractor</u>	<u>Base Bid</u>
Trucco Construction	\$3,931,271.36
Sunesis Construction	\$3,141,900.00
TAM Construction	\$2,295,173.00
Southern Ohio Trenching & Excavating	\$2,724,308.69

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the above mentioned bids for Contract D. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

02:30 - US50 SEWER BID OPENING CONTRACT E

Gary Silcott and Tracy Shultz from Stantec opened the following Bids for **Contract E**

<u>Contractor</u>	<u>Base Bid</u>
TAM Construction	\$2,886,967.45
Southern Ohio Trenching & Excavating	\$3,419,002.14
Trucco Construction	\$4,366,802.53
D.V. Weber Construction, Inc.	\$2,530,967.35

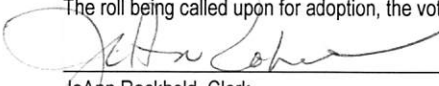
A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the above mentioned bids for Contract E. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

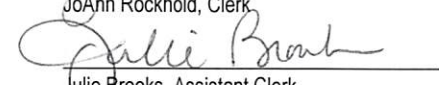
~ Mr. Silcott will return next week with his Bid Recommendations. Total Project Bid: \$21,324,774.95. Currently \$4,425,225.05 under Engineer estimate. Potential for additional work, possibly Phase 5 and Elliottsville. Closing set for December 8th at 11:00.

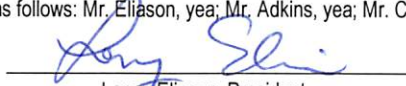
ADJOURN

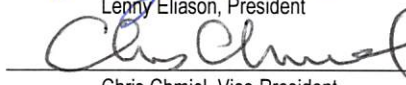
A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adjourn the above meeting.

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

Log Elio 11/24/2020 *11/24/20* *Chris Chumel 11/26/20*



11/24/2020 14:54
4877jrockhold

Athens County
BUDGET TRANSFERS AND AMENDMENTS

P 1
bgamdent

Record Number	Year	Per	Journal Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2020	11	474 11/19/2020	4877smorris	Approp	0.00	0.00	Pending Approval
2	2020	11	475 11/19/2020	4877smorris	Transfer	196.38	196.38	Pending Approval
3	2020	11	476 11/19/2020	4877mdixon	certify	66,980.91	0.00	Pending Approval
4	2020	11	477 11/19/2020	4877mdixon	approp	200,971.91	0.00	Unbalanced
5	2020	11	479 11/19/2020	4877mdixon	app	200,971.91	0.00	Pending Approval
6	2020	11	481 11/19/2020	4877smorris	Approp	56.48	0.00	Pending Approval
7	2020	11	484 11/19/2020	4877mdixon	approp	200,971.91	0.00	Unbalanced
8	2020	11	487 11/20/2020	4877smorris	Transfer	8,000.00	8,000.00	Pending Approval
9	2020	11	514 11/20/2020	4877apurcell	Approp	1,001.91	0.00	Unbalanced
10	2020	11	521 11/20/2020	4877apierson	TRANSFER	2,100.00	2,100.00	Pending Approval
11	2020	11	529 11/23/2020	4877apierson	TRANSFER	3,000.00	3,000.00	Pending Approval
12	2020	11	552 11/23/2020	4877mwirick	Approp.	2,000.00	0.00	Pending Approval
13	2020	11	579 11/24/2020	4877clucas	Certify	5,123.60	0.00	Pending Approval
14	2020	11	586 11/24/2020	4877aconrath	Increase	200.00	0.00	Pending Approval

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

ATHENS COUNTY CARES ACT
SMALL BUSINESS RELIEF GRANT AGREEMENT

This GRANT AGREEMENT is entered into by and between the Board of Commissioners of Athens County ("ATHENS COUNTY"), and Athens Chon Shop, LLC ("GRANTEE") with a mailing address of: 20 South Court Street, Athens, Ohio 45701.

ATHENS COUNTY and GRANTEE are sometimes collectively referred to in this AGREEMENT as "Parties."

WITNESSETH THAT:

WHEREAS, in 2020, the United States began addressing problems and issues associated with the worldwide COVID-19 public health emergency ("Pandemic"); and

WHEREAS, in response to the economic fall-out caused by the Pandemic, the Federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was passed by Congress, establishing a \$150 billion Coronavirus Relief Fund to provide payments to State, Local and Tribal governments navigating the negative and devastating impacts of the Pandemic; and

WHEREAS, Section 601 (d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") authorizes a Board of County Commissioners to utilize CARES Act funding to assist local businesses affected by the Pandemic with a small business grant program; and

WHEREAS, as a county with a population that exceeds 28,000, Athens County is a unit of local government eligible for receipt of direct payment under the CARES Act, and as such is eligible to receive up to \$3,490,676.38 from the Coronavirus Relief Fund; and

WHEREAS, the Board of Commissioners of Athens County, Ohio ("ATHENS COUNTY") passed a motion authorizing the Athens County Economic Development Council to implement and administer a small business grant program utilizing a portion of the County's CARES Act allotment; and,

WHEREAS, ATHENS COUNTY, has developed the Athens County COVID-19 Small Business Grant Program ("Program") to provide Athens County small businesses with some monetary relief of the business interruption costs caused by the Pandemic in the form of grants of CARES Act funding; and

WHEREAS, GRANTEE submitted an application ("Grant Application") for the reimbursement of certain costs of business interruption caused by required closures, such Grant Application is attached hereto and incorporated herein by reference as Exhibit A; and

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WHEREAS, in accordance with the terms and conditions of this Grant Agreement, ATHENS COUNTY desires to distribute to GRANTEE a payment in the amount of \$2,730.00 ("Grant Funds") to reimburse GRANTEE for certain costs that it incurred in relation to the interruption of its business due to required closures occurring as a result of the Pandemic. NOW THEREFORE, in consideration of the mutual covenants by and between the Parties hereto, the Parties agree as follows:

1. ATHENS COUNTY hereby awards to GRANTEE, a grant in the amount of \$2,730.00 for the purpose of reimbursing costs of business interruption caused by required closures arising from the Pandemic. The specific uses for the Grant Funds are detailed in the Grant Application, attached hereto as Exhibit A and incorporated herein by reference.
2. GRANTEE warrants and represents that by accepting the Grant Funds at the time it submitted its Grant Application that it met the eligibility requirements of the Program set forth on Exhibit A, attached hereto and incorporated herein by reference. If at any time, it is determined that GRANTEE did not meet the eligibility requirements at the time it submitted its Grant Application, all of the Grant Funding shall be immediately repaid to ATHENS COUNTY by GRANTEE.
3. GRANTEE understands and agrees that the Grant Funds provided to the GRANTEE shall be used for only the expenses identified in the Grant Application. Any other use of Grant Funds, without prior written approval of ATHENS COUNTY, shall be considered a non-allowable expenditure. If at any time, it is determined that Grant Funds were used to pay for any nonallowable expenditure, all or a part of the Grant Funding (as determined by ATHENS COUNTY in its sole discretion) shall be immediately repaid to ATHENS COUNTY by GRANTEE.
4. GRANTEE understands and agrees that it shall use Grant Funds to reimburse only eligible expenses identified on Exhibit A, attached hereto and incorporated herein by reference. If at any time, it is determined that Grant Funds were used to pay for ineligible expenses, all or a part of the Grant Funding (as determined by ATHENS COUNTY in its sole discretion) shall be immediately repaid to ATHENS COUNTY by GRANTEE.
5. GRANTEE warrants and represents that all statements, records and information submitted to ATHENS COUNTY in relation to this Grant are true and accurate. GRANTEE understands and agrees that if at any time it is determined that such statements, records and information were not true and accurate, all of the Grant Funding shall be immediately repaid to ATHENS COUNTY by GRANTEE.
6. If it determined that the GRANTEE cannot properly substantiate all or a part of its Eligible Expenses, all or a part of the Grant Funding (as determined by ATHENS COUNTY in its sole discretion) must immediately be repaid to ATHENS COUNTY by GRANTEE.

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7. GRANTEE shall keep all records, financial or otherwise, relating to use of Grant Funds received pursuant to this Grant Agreement for at least five (5) calendar year following receipt of such funds. ATHENS COUNTY shall at any reasonable time have the right of access to and right to review or audit any and all such records pertinent to the administration and operation of the Grant and that said records shall be maintained in a manner to facilitate such reviews and audits.

8. GRANTEE may, at any time after execution of this GRANT AGREEMENT, terminate the Grant, in whole or in part, upon written notification to ATHENS COUNTY. In the event of such termination, any Grant Funds that have not been used to reimburse expenditures in a manner provided for herein shall be immediately repaid to ATHENS COUNTY by GRANTEE.

9. GRANTEE certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

10. GRANTEE agrees to comply with all pertinent provisions of the Drug Free Workplace Act.

11. GRANTEE shall comply with the requirements of all applicable laws and regulations governing the performance of its duties under this GRANT AGREEMENT.

12. This GRANT AGREEMENT shall be interpreted in its entirety in accordance with the laws of the State of Ohio.

13. This GRANT AGREEMENT, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this GRANT AGREEMENT.

14. This GRANT AGREEMENT shall terminate December 30, 2020, unless extended by written agreement of the parties before that date or otherwise terminated as provided herein. Those provisions of the GRANT AGREEMENT which by their very nature are incapable of being performed or enforced prior to expiration or termination of this GRANT AGREEMENT or which suggest at least partial performance or enforcement following such expiration or termination, shall survive any such expiration or termination.

15. This GRANT AGREEMENT may be amended at any time, or any provision hereof may be waived, by written consent of ATHENS COUNTY and GRANTEE.

16. GRANTEE must provide ATHENS COUNTY its EIN number and a signed W-9 at the time this GRANT AGREEMENT is returned. GRANTEE shall sign and return this GRANT

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AGREEMENT within ten (10) calendar days of receipt of the Grant Funding may be forfeited.

IN WITNESS WHEREOF, this GRANT AGREEMENT is effective upon the date of the last signature.

I have the authority to sign this GRANT AGREEMENT and do so in my respective capacity.

GRANTEE - NAME: Athens Chon Shop, LLC

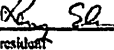
Signature: 

Print Name: Patrick C. Duplac

Title: _____

Date Signed: 11/24/20

BOARD OF COMMISSIONERS, ATHENS COUNTY, OHIO

Signature:  11/20/2020
President date

Approved as to legal form

 11/24/2020
Anthony Saunders, date
Athens County, Assistant Prosecuting Attorney

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VOCA and SVAA Grant Award and Acceptance Form
Grant Period 10/1/2020 - 9/30/2021

Organization: Athens County Prosecutor's Office
Applicant Name: Allison Purcell
Street Address 1: 1 S Court Street
Street Address 2:
City, State, ZIP: Athens, Ohio 45701-2824
Phone: (740)592-3208
Funding Stream: 2021VOCA
County: Athens

VOCA CFDA Number: 16.575
Award Number: 2021-VOCA-133914494
VOCA Award: \$91,933.70
SVAA Award: \$0.00

Cost	Total	Grant Dollars	Cash Match	In-Kind Match	VOCA/SVAA
Victim Advocate - Lexi Geigel	\$17,807.66	\$14,247.53	\$3,560.13	\$0.00	VOCA
Director - All Purcell	\$55,089.71	\$44,071.47	\$11,018.26	\$0.00	VOCA
Victim Advocate/Secretary - Chasity Antle	\$22,232.42	\$17,785.13	\$4,447.29	\$0.00	VOCA
Victim Advocate/Receptionist - Katie Coffman	\$19,787.32	\$15,829.57	\$3,957.75	\$0.00	VOCA

This grant is subject to all rules, regulations, and criteria included in the grant application and special conditions attached hereto.

Dave Yost, Ohio Attorney General
Crime Victims Section
30 E. Broad St., Fl. 23
Columbus, OH 43215

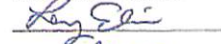
Signature of Approving Official



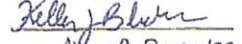
Aaron T. Bryant
Victim Services Development Director

The undersigned, having received the statement of grant award/acceptance and the conditions attached thereto, does hereby accept this grant and agrees to the conditions pertaining thereto, this ___ Day of _____, 20__


Signature of Authorized Official


Title: PROSECUTOR


Signature of Authorized Official


Title: ATHENS CO. PROSECUTOR

Signature of Authorized Official


Title: COMMISSIONER

Signature of Authorized Official


Title: VICE PRESIDENT COMMISSIONER

VOCA and SVAA Grant Award and Acceptance Form
Grant Period 10/1/2020 - 9/30/2021

Organization: Athens County Prosecutor's Office
Applicant Name: Allison Purcell
Street Address 1: 1 S Court Street
Street Address 2:
City, State, ZIP: Athens, Ohio 45701-2824
Phone: (740)592-3208
Funding Stream: 2021VOCA
County: Athens

VOCA CFDA Number: 16.575
Award Number: 2021-SVAA-133914498
VOCA Award: \$0.00
SVAA Award: \$8,129.93

Cost	Total	Grant Dollars	Cash Match	In-Kind Match	VOCA/SVAA
Secretary - Kim Withem	\$8,129.93	\$8,129.93	0	0	SVAA

This grant is subject to all rules, regulations, and criteria included in the grant application and special conditions attached hereto.

Dave Yost, Ohio Attorney General
Crime Victims Section
30 E. Broad St., Fl. 23
Columbus, OH 43215

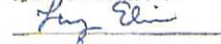
Signature of Approving Official



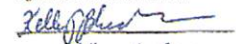
Aaron T. Bryant
Victim Services Development Director

The undersigned, having received the statement of grant award/acceptance and the conditions attached thereto, does hereby accept this grant and agrees to the conditions pertaining thereto, this ___ Day of _____, 20__


Signature of Authorized Official


Title: PROSECUTOR

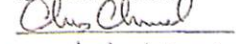
Signature of Authorized Official


Title: ATHENS CO. PROS.

Signature of Authorized Official


Title: COMMISSIONER

Signature of Authorized Official


Title: VICE PRESIDENT COMMISSIONER