

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, January 5th, 2021, 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 - January 5, 2021 Commissioner Meeting

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 January 5, 2021 - Convenes at 9:30 a.m. via Zoom

Approve Agenda

Approve Minutes from December 22, 2020

Approve Appropriations, Transfers, New Line Items Requests/Changes

Approve Bills

09:30 Sheriff - Dog Shelter Contract
09:45 DJFS Dir. Jean Demosky
10:00 Christopher Wilson - S.E. Ohio Building Department - Providing plan review and building code enforcement for Athens County
10:15 Engineer - Bid Opening ATH-CR 75-3.48 Landslide Repairs
10:45 EMS Chief Rick Callebs
11:00 Planner's Office Chelsie McKee - Engineer proposal / Buckley Group for Savannah Park Put-In

~ AGENDA ITEMS

Amended Certificate
Utility Permit(s) - AEP(1); Frontier(1); Le-Ax(1)
Pro. Atty. Expenditure and Law Enforcement Reports (acknowledge receipt)
My Sister's Place Annual Audit Report for 2019-20 (acknowledge receipt)
County Planner
COVID FMLA News
Environmental Review - PID# 106647 (ratify Lenny's signature)
Lavelle Legal Land Bills for Oct, Nov & Dec. 2020
Road Vacation Troy Twp.
Health Insurance Policy
Nelsonville 911 contract
ACCVB board proxies
Apiary Appointment
Employee D&V

~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 December 22, 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: January 5, 2021 - Budget Transfers and Amendments.
(Copied to pages 12).

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: 12/23/2020 To: 01/05/2021 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.

SHERIFF Rodney Smith - Dog Shelter Contract (2 year)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following agreement as presented by Sheriff Rodney Smith:

**AGREEMENT BETWEEN THE ATHENS COUNTY BOARD OF
COMMISSIONERS AND THE ATHENS COUNTY SHERIFF'S OFFICE
AS THE ATHENS COUNTY DOG WARDEN**

THIS AGREEMENT, made and entered into this 5th day of January, 2021, by and between the Board of Commissioners of Athens County, Ohio, hereinafter called "Board", and Athens County Sheriff's Office, hereinafter called "ACSO".

WITNESSETH:

SECTION 1: Term of Agreement.

Pursuant to R.C. 955.121(A)(1) the Board has appointed ACSO as county dog warden by way of Resolution #105-113. The agreement for ACSO to be the county dog warden

shall be for an initial period of two (2) years commencing on January 5, 2021 and ending on December 31, 2022.

SECTION 2: Duties.

ACSO shall faithfully perform all necessary and customary duties and shall further enforce sections 955.01 to 955.27 and 955.50 and 955.53 of the Ohio Revised Code.

SECTION 3: ACSO Appointment Abilities.

The parties agree that ACSO may appoint sheriff deputies or persons other than peace officers as deputy dog wardens. ACSO shall be responsible for the hiring and any other employment matters involving the county dog warden and the county dog shelter.

SECTION 4: Training

The parties agree that ACSO and any deputy dog warden must comply with the following:

- (1) Any training requirements applicable to county dog wardens and deputy dog wardens appointed or employed under section 955.12 of the Ohio Revised Code; and
- (2) The requirements established in section 955.12.

SECTION 5: Athens County Dog Shelter.

In addition to being county dog warden, ACSO shall be in charge and be responsible for the operations at the Athens County Dog Shelter.

SECTION 6: Supervision of Humane Officer

The parties agree that ACSO or the assigned deputy dog warden(s) shall supervise the Athens County Humane Officer which shall also include but is not limited to assigning tasks, coordinating department functions, providing direction and standards in compliance with state and local laws.

SECTION 7: Indemnification

ACSO shall defend, save harmless and indemnify the Board against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of ACSO's duties as Dog Warden. The Board may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 8: General Provisions

- 1) The text herein shall constitute the entire agreement between the parties.
- 2) This Agreement shall be binding upon and insure to the benefit of the successors of ACSO.
- 3) This agreement shall become effective commencing on January 5, 2021.
- 4) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this Agreement to be signed and executed on its behalf pursuant to authority and directions given by Resolution #105-113 passed on January 5, 2021, and ACSO has caused this Agreement to be signed and executed.

ATHENS COUNTY BOARD ATHENS COUNTY SHERIFF'S OFFICE:

COUNTY COMMISSIONERS:

Lenny Eliason, Commissioner

Rodney Smith

Athens County Sheriff

Charlie Adkins, Commissioner

Chris Chmiel, Commissioner

Approved as to Form:

Keller J. Blackburn

Athens County Prosecutor's Office

(Copied to page 13).

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 December 29, 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.

UTILITY PERMITS - AEP(1); Frontier (1); Le-Ax(1)

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

From: AEP Permit # 20-320

9135 SR 682

Athens, Ohio 45701

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

Location of work: CR27 Jacksonville Road

Description of Work: Electric - General Description of Work: Installation of 35/5 Secondary Pole (2119330534314) and 120'- #2 AL TT Sec Wire.

Installation of Transformer on Existing Pole (2119420534372).

*Note: New Pole measurements: E/P- 10' I GIL- 22'. Temporary Traffic Control Plan: (6H-1),(6H-1 0).

Type of Installation: Overhead, Utility Pole installation.

Estimated Project Schedule: Start Date (mm/dd/yyyy) 12/28 /2020 Completion Date (mm/dd/yyyy) 02/ 26 /2021

Agreed to by: /s/ John Standley

Athens County Commissioners
/s/ Charlie Adkins
/s/ Chris Chmiel
/s/ Lenny Eliason

From: Frontier Communications Permit # 20-317

754 West Union St.
Athens, Ohio 45701

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

Location of work: County Road Number: 85 County Road Name: Big Run Road

Beginning & Ending Points: At intersection of Rome Township road # 192 (Featherstone) and 250 feet west of intersection.

Township Road Number: 192 Township Road Name: Featherstone

General Description of Work: Phone - Replace poles and place push brace pole. General Description of Work: Replace poles and place push brace pole. See sheet 2 of 2 on attached prints Frontier project 2471774

Type of Installation: Overhead Line Parallel to Road - Utility Pole Installation

Estimated Project Schedule: Start Date (mm/dd/yyyy) 12/28/20

Completion Date 01/15/21

Agreed to by: /s/ Steve Kisling OSP Contract Engineer w/Frontier Communications

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

From: Le-Ax Regional Water District Permit #20-316

6000 Industrial Drive
Athens, Ohio 45701

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

Location of work: County Road Number: 21 County Road Name: Pleasant Hill Road

Beginning& Ending Points: 6301 Pleasant Hill Rd., .17 m SW of Frum Rd.

Description of Work: General Description of Work: Install 3/4" water service to 6301 Pleasant Hill Rd. Directional bore with casing 4' deep.

Type of Installation: Underground buried line parallel to road - Underground buried line crossing road

Estimated Project Schedule: Start Date ASAP

Agreed to by: /s/John Simpson / Christina Richey

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

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

PRO. ATTY. EXPENDITURE REPORT FOR 2020 (acknowledge receipt)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the Prosecuting Attorney's 2020 Expenditure Report pursuant to Ohio Revised Code Section 325.12 and specifies the manner with which the allowance to the Prosecuting Attorney has been expended during the year 2020. Copy 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.

PRO. ATTY. LAW ENFORCEMENT REPORT for 2020 (acknowledge receipt)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the Prosecuting Attorney's Law Enforcement Trust Fund pursuant to Ohio Revised Code Section 2981.13 and specifies the manner with which the proceeds of the Prosecuting Attorney's Law Enforcement Trust Fund has been expended during the year 2020. Copy 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.

MY SISTER'S PLACE ANNUAL AUDIT REPORT FOR 2019-2020 (acknowledge receipt)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the 2019 Federal 990 Form and a copy of the Annual Audit for Fiscal Year 2019-20 from My Sister's Place, Maryann Stalder, Support Services Coordinator. Copy 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.

COUNTY PLANNER

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

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

COVID FMLA NEWS

Commissioner Adkins wished to discuss the Covid Leave under FMLA. Commissioner Eliason wished to discuss this further with Chief Callebs when he comes in at 10:45 today.

ENVIRONMENTAL REVIEW - PID# 106647 (ratify Lenny's signature)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to ratify Commissioner Eliason's signature on the following Environmental Review Form PID#106647, recommended by the County Planner's Office:

CATEGORICAL EXCLUSION (CE) FORM

(For Clean Ohio Trails Fund Program in Ohio)

Name of Project: Phase I Village of Chauncey Bikeway Connector

Project Sponsor: Athens County Commissioners State Project #: COTF-263

Project Description: Phase I of the Village of Chauncey Bikeway Connector project will extend the existing 21-mile long Hocking Adena Bikeway to the village of Chauncey. Phase I of the Village of Chauncey Bikeway Connector will provide residents of Chauncey safe bike and pedestrian access to Athens County's larger communities' amenities, and additional recreation and transportation options.

Phase I of the project will extend approximately .54 miles of bikeway from the Hocking Adena Bikeway along River Road across the Hocking River to the Village of Chauncey on Main Street (state route 682).

Purpose and Need for Action:

The purpose of this project is to provide a safe pedestrian route from the Hocking Adena trail to the Village of Chauncey. The need for the project is to

- Bike and pedestrian recreational access
- Improved access to nearby amenities that do not exist within the community
- Improve the quality of life for Village of Chauncey residents
- Improve trail system connectivity and active transportation opportunities
- Support other trail development

Termini: Starting point is on the existing Hocking Adena Bikeway the closest address to the project start location is 13073 River Road in Athens Ohio and the ending location for Phase I of the Village of Chauncey Bikeway Connector project is 40 Main Street Chauncey, Ohio.

Funding Source(s): X federal X state X local private Estimated Cost: \$ 1,598,317

(Copied to page 14).

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

US50 SEWER / Lavelle Legal Land Bills for October, November and December of 2020.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing and approving and authorizing the payments for the Lavelle Law Offices Legal Land bills for October, November and December of 2020 as follows for the US50 Sewer Project:

October 1 through October 30, 2020 \$10,555.00

November 1 through November 30, 2020 \$16,995.00

December 1 through December 31, 2020 \$12,881.75

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

ROAD VACATION TROY TWP.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to cancel the Troy Township Road Vacation Viewing and Hearing , which was set for next week, January 12th, 2021. The Engineer's office is looking into the road further.

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

HEALTH CARE INSURANCE DEDUCTION POLICY

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to add and implement the following policy for county employees:

Health Care Deduction Policy

Since premiums are deducted in advance, it is the policy of Athens County that when an employee is separated from service and the deduction of health care premium has begun for the next month that the premium may be continued to be deducted out of the next payroll. If there is no deduction to be made, the employee or their family may pay the employee share of the deduction.

This will allow for a one-month window before the employee or their family has to make a decision on accessing COBRA coverage

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

HEALTH INSURANCE POLICY / ratify for Penny Brooks

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to ratify and implement the Healthcare Deduction Policy for county Board of Elections employee Penny Brooks:

Health Care Deduction Policy

Since premiums are deducted in advance, it is the policy of Athens County that when an employee is separated from service and the deduction of health care premium has begun for the next month that the premium may be continued to be deducted out of the next payroll. If there is no deduction to be made, the employee or their family may pay the employee share of the deduction.

This will allow for a one-month window before the employee or their family has to make a decision on accessing COBRA coverage.

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

NELSONVILLE 911 CONTRACT

Commissioner Eliason received notification from Nelsonville City that they were interested in cancelling their contract. After discussing with 911, they are suggesting that they hold with the terms of the contract and they need to give six months notice. He contacted the Nelsonville City Manager and he stated that they would like to get it cancelled immediately. Mr. Eliason is suggesting no action be taken today and discuss options, possibly next week, with legal council and 911.

ACCVB BOARD PROXIES

Mr. Chmiel stated that the AC Convention and Visitors Board would like for the Commissioners to designate someone to attend in their place if they are unable to.

APIARY APPOINTMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins appointing Ed Newman as the County Apiary Inspector, with discussion of a possible \$500 increase later in the year to his \$4,000 appropriated salary, if needed.

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

EMPLOYEE D&V

A motion was made by Mr. Chmiel and seconded by Mr. Adkins allowing Connie Sprague to be added to the County's dental and vision plan, even though paperwork was not completed during open enrollment. She must pay the first months premium in order to be added.

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

DJFS DIR. JEAN DEMOSKY - Contracts , Misc. Agenda Items

COMMISSIONERS

1-5-21

ACDJFS

1. Contracts/MOU (See Motions below)

- a. United Appeal for 211
- b. HAPCAP NET Athens On Demand
- c. HAPCAP extension for CCMEP
- d. Maintenance MOU

2. Staff

- a. Request to hire Mary Lewis
- b. Accept Retirement of Helen Sears-Chaney

3. Training

- a. "ALICE" training 1/21/21 & 2/3/21 - She will send the link for this Safety Training to the Commissioners.
- b. Voinovich Leadership Institute - OU contacted them and offered to provide help with developing a leadership training program. Two, 2 hour sessions for 6 months.

DJFS - CONTRACT UNITED APPEAL FOR 211

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioner's signatures on the following Contract as presented by DJFS Dir. Jean Demosky:

Athens County Job & Family Services Contract Agreement

This CONTRACT made and entered into on the day of , 2020, by and between the Athens County Department of Job and Family Services (hereinafter referred to as ACDJFS) and the United Appeal for Athens County, (hereinafter referred to as CONTRACTOR) (Contact information: Jennifer Eskey, 396 Richland Avenue, Athens, Ohio 45701, (740) 592-1293]. Pursuant to the Ohio Revised Code and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the ACDJFS is authorized to contract with public or private agencies for the purchase of social services, and the performance of administrative or other duties. WHEREAS, ACDJFS seeks to purchase services for the purpose of providing Information and Referral Services, and CONTRACTOR seeks to provide such services, the parties hereby enter into the following CONTRACT, whereby ACDJFS agrees to purchase, and CONTRACTOR agrees to provide such services.

ARTICLE 1: CONTRACT PERIOD, AMENDMENT, AND TERMINATION

1.1 CONTRACT PERIOD: This CONTRACT shall be effective beginning on 1/01/2021 to and including 12/31/2021 unless otherwise terminated.

CONTRACT PRICE: ACDJFS shall pay to CONTRACTOR the sum of up to Three Thousand and no one hundredths dollars (\$3,000.00) to provide Information and Referral Services through Athens County 211 system Administered by CONTRACTOR pursuant to Article 2 of this Contract, subject to the terms and conditions specified elsewhere in this Contract.

METHOD OF PAYMENT: ACDJFS shall pay the CONTRACTOR the sum of three-thousand and no one hundredths dollars (\$3,000.00) within 30 days of CONTRACTOR invoice (Full copy of contract on file in Commissioners's Office).

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

DJFS / HAPCAP NET ATHENS ON DEMAND CONTRACT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioner's signatures on the following Contract as presented by DJFS Dir. Jean Demosky:

Athens County Job & Family Services Contract Agreement

This CONTRACT made and entered into on the ___ day of 2020, by and between the Athens County Department of Job and Family Services (hereinafter referred to as ACDJFS) and the HockingAthens-Perry Community Action (HAPCAP), (hereinafter referred to as CONTRACTOR) [Contact information: Carolyn Conley, 3 Cardaras Drive, Glouster, Ohio 45732, (740)767-4500]. Pursuant to the Ohio Revised Code and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), ACDJFS is authorized to contract with public or private agencies for the purchase of social services, and the performance of administrative or other duties. WHEREAS, ACDJFS seeks to purchase transportation services through Athens-On-Demand Transit for Non-Medicaid eligible Athens County residents, and CONTRACTOR seeks to provide such services, the parties hereby enter into the following CONTRACT, whereby ACDJFS agrees to purchase, and CONTRACTOR agrees to provide such services.

ARTICLE 1: CONTRACT PERIOD, AMENDMENT, AND TERMINATION

1.1 CONTRACT PERIOD: This CONTRACT shall be effective beginning on 01/01/2021 to and including

12/31/2021 unless otherwise terminated

CONTRACT PRICE: ACDJFS shall pay to CONTRACTOR the sum of the monthly invoice for services rendered by CONTRACTOR pursuant to Article 2 of this CONTRACT, subject to the terms and conditions specified elsewhere in this CONTRACT. The maximum amount payable under this CONTRACT will be Twenty-four thousand, Nine hundred Ninety-nine and no one -hundredth dollars (\$24,999.00). (Full copy of contract on file in Commissioners's Office). The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

DJFS / HAPCAP EXTENSION FOR CCMEP Amendment#2 (Extend by 6 months)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioners signatures on the following Contract Amendment #2, as presented by DJFS Dir. Jean Demosky:

Athens County Job & Family Services
Amendment #2

This Second Amendment to the Subgrant Agreement made and entered into on the 31st day of December 2019 is made and entered into on the day of 2020 between the Athens County Department of Job and Family Services (hereafter referred to as "ACDJFS") and the Hocking-Athens-Perry Community Action (HAPCAP) (hereinafter referred to as "SUBGRANTEE").

WHEREAS, the parties seek to amend : ARTICLE I PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES and ARTICLE IV: EFFECTIVE DATE OF THE SUBGRANT Paragraph A.

This Subgrant Agreement is made pursuant to a grant award by the Ohio Department of Job and Family Services (ODJFS) and is not for research and development purposes. The grant award is under the authority of the Ohio Department of Job & Family Services (O DJFS) and Workforce Innovation and Opportunity Act (WIOA), Catalog of Federal Domestic (CFDA) numbers 93.558 , 17.259, 17.258 and 17.278 award program year 2020/2021 and Federal fiscal year 2021, awarded by the US Department of Health and Human Services and US Department of Labor.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and 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 a meaningful comprehensive and coordinated work experience program for up to 45 eligible participants per month, as more fully explained in Exhibits A and B, which is incorporated herein by reference, for up to Five Hundred Twenty-Five Thousand, and No one-hundredth dollars (\$525,000.00) in accordance with the budget attached as Exhibit A and Exhibit B.

ARTICLE IV: EFFECTIVE DATE OF THE SUBGRANT

A. This Subgrant Agreement will be in effect from 01/01/2020 through 06/ 30/2021 unless th is Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date. In accordance with applicable federal, state and local laws and regulations, ACDJFS reserves the right to extend this Subgrant Agreement for up to one (1) additional (1) year term through 06/30/22 , upon agreement, based on performance, continuity of services and availability of federal, state and/or local funding. All Other terms and agreements of the original Subgrant Agreement and amendments remain in-place and unchanged.

SIGNATURE PAGE FOLLOWS

Remainder of Page Left Intentionally Blank

By signing this Subgrant Agreement Amendment, the SUBGRANTEE acknowledges, certifies and agrees to the requirements in providing services as detailed in the Subgrant Agreement. (Copy of full Agrmt. 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.

MAINTENANCE MOU - DJFS / Commissioners

The MOU is drafted between the Commissioners Office and DJFS, few changes, continues to pay 50% of Superintendents salary and benefits as well as up to 100% for a second maintenance person as billed. She will send to the Prosecutor's Office for review.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Maintenance MOU pending review by the Pro. Atty.'s Office.

AGREEMENT BETWEEN
THE ATHENS COUNTY BOARD OF COMMISSIONERS
And
ATHENS COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
For

Shared Staffing & Supervision of County Maintenance and Custodial Staff

THIS AGREEMENT is made and entered by and between the Athens County Board of Commissioners and Athens County Department of Job & Family Services.

WHEREAS, the Athens County Board of Commissioners and Athens County Department of Job & Family Services need maintenance, custodial services, as well as the supervision of county maintenance and custodial staff on an ongoing basis;

WHEREAS, the Athens County Board of Commissioners has a supervisor and other maintenance staff who are qualified to provide the needed supervision of county maintenance and custodial staff employed by both entities, as well as additional maintenance services needed by ACDJFS and desires to enter into an agreement to provide those supervisory and additional maintenance services identified herein;

WHEREAS, Athens County Department of Job & Family Services wishes to receive said supervisory and additional maintenance services from the Athens County Board of Commissioners and sha ll be identified as ACDJFS;

WHEREAS, the Athens County Board of Commissioners wishes to provide said supervisory and additional maintenance services to Athens County Department of Job & Family Services and shall be identified as the BOARD;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. Scope of Services. The BOARD will provide the following services; (1) a qualified supervisor to supervise ACDJFS maintenance and custodial staff and to be responsible for the maintenance, cleaning, upkeep and general appearance of buildings and grounds occupied by ACDJFS; a county vehicle or reimbursement for privately owned vehicle; and office space for use by that supervisor; and (2) a qualified maintenance worker whose primary work sites will be buildings occupied by ACDJFS; a county vehicle or reimbursement for privately owned vehicle; and office space for use by that maintenance worker. ACDJFS will provide access to a workstation for the supervisor and for the maintenance worker, necessary supplies and equipment when work is provided at the location of ACDJFS.
2. Fees for Services. (1) ACDJFS agrees to pay the BOARD for the services of the supervisor identified in the scope of services. The reimbursement rate shall be calculated at 50% of the supervisor's hourly rate, PERS, Medicare, medical, dental, vision and/or life insurance benefits, PTO, and any other payroll related costs attributable to this position. The 50% reimbursement rate is based upon the number of FTE's at the BOARD and at ACDJFS buildings being directly supervised by the specific employee being roughly the same. If the number of FTE's at both the BOARD and ACDJFS are expected to be unequal for an extended period, the BOARD and ACDJFS will meet and determine if the reimbursement rate needs to be adjusted. (2) ACDJFS agrees to pay the BOARD for the services of the maintenance worker identified in the scope of services. The reimbursement rate shall be calculated at 100% of the maintenance worker's hourly rate, PERS, Medicare, medical, dental, vision and/or life insurance benefits, and any other payroll related costs attributable to hours worked on behalf of ACDJFS. ACDJFS will reimburse the Board the same prorated percentage for any PTO during quarterly billing. The BOARD will submit quarterly invoices itemized by amount. ACDJFS agrees to pay the invoices within 45 days of receipt.
3. Expense Reimbursement. Mileage will be reimbursed at the current IRS rate per mile. Expenses incurred for program supplies and equipment shall be reimbursed at actual cost. Other travel related expenses shall be reimbursed pursuant to the applicable policies of the BOARD. Training expenses shall be reimbursed at actual cost. The BOARD will submit quarterly invoices itemized by amount for such expenses. ACDJFS agrees to pay the invoices within 45 days of receipt. ACDJFS will be responsible for providing its own maintenance and custodial supplies used in its buildings and on its grounds.
4. Professional Services. The BOARD agrees that the services provided to ACDJFS will be delivered by staff with the appropriate qualifications. The BOARD further agrees that the services will not be provided by a substituted supervisor without ACDJFS's express written consent, such consent not to be unreasonably withheld.
5. Contract Term. The term of this agreement shall commence January 1, 2020 and continue in full force and effect until December 31, 2021, or the contract is terminated as provided herein, whichever occurs first. The agreement may be extended for one year or until December 31, 2022 upon the mutual agreement of the parties.
6. Termination of Contract. The parties agree that this contract will not be terminated until the services are provided herein, unless there is a complete failure to perform the duties herein. ACDJFS will notify the BOARD when it is unsatisfied with the services being performed and allow for correction. If ACDJFS is still dissatisfied with the services after giving notice and time to correct performance, it may terminate the contract with 90 days' notice in writing to the BOARD. The BOARD may terminate the contract if ACDJFS fails to make payment as agreed herein. The BOARD must give 90 days' notice in writing to ACDJFS prior to terminating herein. This contract may be terminated at any time upon the mutual consent of the parties.
7. BOARD Employees Not Considered Employees of ACDJFS. The BOARD Employees shall always be considered BOARD Employees and will not be considered ACDJFS employees. The BOARD employees shall be subject to the personnel and other policies of the BOARD. All ACDJFS employees subject to supervision pursuant to this agreement will remain subject to the personnel and other policies of ACDJFS and shall remain subject to the collective bargaining agreement signed with the Communications Workers of America, AFL-CIO.
8. Indemnification. Each party shall be liable for its own acts to the extent provided by law.
9. Assignment. Neither ACDJFS nor the BOARD may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld.
10. Non-Waiver and Accumulation of Remedies. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise an option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver but shall apply solely to the instances to which such waiver is directed. The remedies provided under this Agreement shall be cumulative and not alternative, and the election of any one remedy for breach shall not preclude the pursuit of other remedies.
11. Records Retention and Availability/Audit. ACDJFS and the BOARD shall keep pertinent business records pursuant to this Agreement. Such records shall be maintained for at least three (3) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Both parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by either party. The records may also be subject to review by a duly authorized representative, if federal funds are used for any work under this Contract.
12. Entire Agreement. This Agreement embraces the entire agreement between the parties. No oral agreement or representation concerning this Agreement shall be binding.
13. Severability. Every provision of this Agreement shall be construed, to the extent possible, to be valid and enforceable. If any provision of this agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
14. Amendments. This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties when dated and attached hereto without altering the other terms of this agreement.

15. Notice. Notice shall be given to the other party in writing and may be effectuated by delivery by U.S.

Mail at the following addresses:

President

The Athens County Board of

County Commissioners

15 S. Court Street

Athens, OH 45701

Phone: 740-592-3219

Fax: 740-594-8010

3

Executive Director

Athens County Department of Job & Family

Services

13183 State Route 13

Millfield, OH 45761

Phone: 740-677-4260

Fax: 740-797-2201

(Copied to page 15).

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

DJFS / REQUEST TO HIRE MARY LEWIS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the request by DJFS Dir. Jean Demosky to hire / promote Mary Lewis as a Child Support Enforcement Case Mgr.2 with CSEA. Rate of pay: \$19.83 hour. Start Date: January 11, 2021.

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

DJFS - ACCEPT RETIREMENT OF HELEN SEARS-CHANNEY

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept the retirement of Helen Sears-Channey, retiring January 31, 2021.

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

(Resolution copied to December 22, 2020 Minutes).

CHRISTOPHER WILSON - S.E. OHIO BUILDING DEPARTMENT - Providing plan review and building code enforcement for Athens County

Mr. Wilson presented the following information to the Commissioners for them to review:

Southeast Ohio Building Department (SEOBD) covers the unincorporated areas of Washington, Noble, Monroe, and most recently Guernsey counties. We also serve all of the incorporated areas of Washington County and many of the villages and cities of Noble, Monroe and Belmont counties.

The introduction of Guernsey County has allowed our office to open a "northern" office in Cambridge. The office is located at 9711 E. Pike Rd. Cambridge, Ohio. This new location has helped increase our customer service to our northern customers. Travel distances and the need to mail in submissions have always been a hindrance to our outlying communities, so by having an office in Cambridge this has helped alleviate this problem.

Also with accessibility in mind, we have implemented a customer based web portal for submission of applications, tracking of the permitting process and inspections in February 2019. The website will make our office available 24 hrs. a day, 365 days of the year. This will allow developers in California at 3:00 PM PST as well as the local contractor at 7:30 PM EST to submit an application, pay fees or just check on the status of their application without the need of an office being open.

Our staff currently includes two building inspectors, two electrical inspectors, three administrative personnel and a plans examiner. They are all looking forward to the new challenges in the coming year. One of my administrative personnel will be in the Cambridge office Monday through Friday from 9:00-3:00.

With all of this being said, I would also like to make sure you are aware that you are not obligated to contract with the same entity in which the Athens county municipalities choose to have do their inspection services. Both the county and the municipalities currently submit plan approvals through the State of Ohio, Division of Industrial Compliance. The option is completely up to the county and all other municipalities in Athens County. I only wish the best for your community and believe we offer additional benefits in which State of Ohio currently does not provide.

The Commissioners will review the above mentioned information and get in touch with Mr. Wilson with any further questions.

ENGINEER - BID OPENING ATH-CR 75-3.48 Landslide Repairs - Addendum #1

Mr. Chmiel opened the following Bids for the ATH-CR75-3.48 Landslide Repairs:

Engineer Estimate: 247,500.00

Bidder	Bond	Bid Amount
Ohio W.V. Excavating Co.	Y	\$222,262.00
George Igel & Co.	Y	\$235,648.00
Allied Construction	Y	\$230,811.86
BBR Drilling Co.	Y	\$508,000.00
Alan Stone Co.	Y	\$201,360.50
Shelly & Sands	Y	\$205,604.00
Skeens Excavating & Reclamation	Y	\$239,317.50

(Addendum#1 and Bid Tab copied to page 16)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge receipt of the above mentioned bids.

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

County Engineer Jeff Maiden will review the bids and return next week for the Bid Award.

EMS CHIEF RICK CALLEBS - Furniture Purchase, Employee Discipline, Contract Negotiations

EMS STATION - Authorize purchase of furniture

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing EMS Chief Callebs to order/purchase day room furniture for the new EMS Station, from Working Fire and Mattress Co., commercial grade furniture. \$6,092.00.

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

EMS Employee Discipline

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the recommendation for suspension by Chief Callebs, to issue an eight (8) hour suspension for Tardiness for employee John Haney. The employee has waived a pre disciplinary hearing.

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

EXECUTIVE SESSION / EMS CONTRACT NEGOTIATIONS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 10:49 with Labor Attorney Jeff Stankunas and Assistant Chief Amber Pyle to discuss Contract negotiations.

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

RETURN TO REGULAR SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 11:35.

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

~ Let the record reflect the discussion of the EMS Union contract and the Covid Leave Policy.

EMS / COVID LEAVE POLICY

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adopt the EMS Covid Leave Policy as presented, on a case by case basis, and authorizing Chief Callebs to approve once, and present to the board with any further instances:

In light of the continuing global COVID-19 pandemic and the continued State of Emergency declared by the Governor of the State of Ohio, as well as the expiration on December 31, 2020 of the Families First Coronavirus Response Act ("FFCRA"), the Athens County Board of Commissioners ("Commissioners") have passed the following policy for all employees of Athens County EMS.

Effective immediately and until subsequently revoked by the Commissioners, any employee of Athens County EMS may apply for administrative leave with pay if they require an absence from work because the employee (1) is subject to a Federal, State, or local quarantine or isolation order related to COVID-19; (2) has been advised by a health care provider to self-quarantine related to COVID-19; (3) is experiencing COVID-19 symptoms and is seeking a medical diagnosis; or (4) is caring for an individual subject to an order described in (1) or self-quarantine as described in (2). The application shall be made to the Chief or the Chief's designee, and the employee applicant shall provide all information additionally requested by the Chief or the Chief's designee. Although application of FFCRA leave is not being extended by the Commissioners, the Chief or the Chief's designee shall use the United States Department of Labor regulations which implemented the FFCRA as a guide in reviewing the employee's application for leave taken pursuant to this policy.

The decision of the Chief or the Chief's designee will be made on a case by case basis, and it will take into account the prior actions of the employee, including whether the employee's actions were in violation of the Centers for Disease Control and Prevention and/or Ohio Department of Health orders or guidance.

If the application for paid administrative leave is denied, employees may alternatively apply for the use of any accrued paid sick leave, and if accrued paid sick leave is unavailable, the employee may apply for use of accrued paid vacation leave, compensatory leave, personal leave, etc., in no particular order.

Application of this policy to employees who are a member of a bargaining unit is contingent upon an agreement being reached with the exclusive representative of the bargaining unit.

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

EMS COLLECTIVE BARGAINING AGREEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Agreement between Athens County EMS and the International Association of Firefighters - Athens County EMS Association Local 5126, that has been submitted, contingent upon a Revision to Section 10.4, that the witness payment be tendered to the Chief or his designee who will then tender it to the Treasurer's Office.

EFFECTIVE JANUARY 1ST, 2020 THROUGH DECEMBER 31st, 2022

ARTICLE 1
AGREEMENT

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

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

COVID POLICY / COMMISSIONERS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adopt the EMS Covid policy as presented above, to be modified for Athens County employees, and to share with all appointing authorities. (Copied to page 17).

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

~ Commissioner Chmiel reported that the EMS Station will be getting the walk thru punch list this week and will be scheduling training with Maint. Supv. Jeff Gabriel. Also discussed was maintaining the inside in regards to cleaning of the Station. Chief Calles stated they have discussed a daily chore list among themselves. He will discuss the grounds maintenance / snow removal with Mr. Gabriel and return next week for further discussion.

PLANNER'S OFFICE CHELSIE MCKEE - Engineer proposal / Buckley Group for Savannah Park Put-In

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Buckley Group Engineer Proposal for the Savannah Park Put-In, as presented by the Planner's Office, they have the funds to cover this expense.

PADDLING ENHANCEMENT GRANT ENGINEERING SERVICES**Scope of Service and Price Proposal****Project Information:**

Client requests engineering services for Paddling Enhancement Grant project in Guysville, OH.

Field Surveying Services:

BG will provide professional land surveying services as follows:

Topographic & Utility Survey: BG will prepare a topographic survey of the site, and the survey will be extended 25 feet beyond the property line. BG will survey wider areas at select locations as required by field conditions. Brief descriptions of items to be surveyed include the following:

- Existing utilities
 - o Existing storm sewers, gas lines, and telephone lines- above ground and underground.
- BG will pull manhole lids and catch basin grates and shoot actual pipe inverts and record pipe diameters.
 - o Utilities may be depicted from drawings provided by the Client or utility companies, or others if readily available
- Existing curb, gutter, pavement, and sidewalks
- Spot elevations covering the site
- Buildings within 20 feet of property lines
- Existing signs, trees over 12" in diameter
- Coordinates and elevations will be surveyed in State Plane Coordinates.

Preliminary Engineering Services:

BG will complete research necessary for the civil site design for the proposed site development.

BG will develop preliminary engineering drawings for the Client including:

- Preliminary roadway layout as coordinated with Client
 - Preliminary site grading including proposed topographic drawing of the site. Site grading can also include drainage via roadside ditches, swales, and catch basins
- Once preliminary drawings are completed, they will be submitted to the Client for review.

Final Engineering Services:

BG will complete construction drawings for the proposed site development. BG will develop construction drawings for the Client including:

- Roadway layout and profile as coordinated with Client
- Site grading including proposed topographic drawing of the site. Site grading can also include drainage via roadside ditches, swales, and catch basin/curb inlets.
- Boat ramp details.

Once construction drawings are completed, they will be submitted to the Client. BG will address any comments from Client.

Bidding Administration & Construction Inspection Services:

Bidding Administration to consist of the following items:

- Preparation of bidding documents
 - o Bid Form
 - o Front End Specifications
 - o Bid Advertisement
 - o Prevailing Wage Rates
- Distribute bid documents at separate fee to bidder
- Answer pre-bid questions
- Bid tabulation
- Recommendation for Award

Construction Inspection Services to consist of the following related items:

- Preconstruction meeting
- Progress Meetings
- Processing Payment Applications
- Negotiation and Preparation of Change Orders
 - Concurrence on significant Change Orders for Reimbursement
 - Claims Negotiation and Approval of Resolution

- Monitoring and Documentation of Claims Management Process
- Final Inspection and Acceptance
- Resolution of Punch List Items

- Agreement of Final Quantities, Payment
- Processing Final Payment Request, Release of Responsibility

Fee Schedule:

Field Surveying (Lump Sum) \$ 3,450

Preliminary Engineering (Lump Sum) \$ 2,150

Final Engineering (Lump Sum) \$ 3,050

Bidding Administration & Construction Inspection (Lump Sum) \$ 2,700

Total Cost \$ 11,350

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

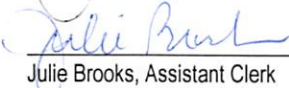
ADJOURN

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

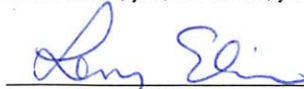
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.



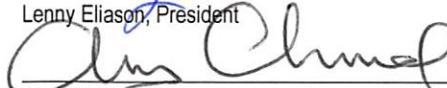
JoAnn Rockhold, Clerk



Julie Brooks, Assistant Clerk



Lenny Eliason, President



Chris Chmiel, Vice-President



Charlie Adkins

01/05/2021 09:50
4877jrockhold

Sen. Eli 1/3/21

01321 Dmd

el 1-5-21

munis
a tylercorp solution

Athens County
BUDGET TRANSFERS AND AMENDMENTS

1
P
Bgandent

Record Number	Year	Per	Journal Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2021	01	394 01/04/2021	4877mrhoades	Increase	20,000.00	0.00	Pending Approval
2	2021	01	441 01/04/2021	4877wcline	APPROP	179,350.00	0.00	Pending Approval
3	2021	01	443 01/04/2021	4877wcline	CERTIFICAT	179,350.00	0.00	Pending Approval
4	2021	01	444 01/04/2021	4877wcline	APPROP	20,000.00	0.00	Pending Approval
5	2021	01	446 01/04/2021	4877wcline	CERTIFICAT	20,000.00	0.00	Pending Approval

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

**AGREEMENT BETWEEN THE ATHENS COUNTY BOARD OF
COMMISSIONERS AND THE ATHENS COUNTY SHERIFF'S OFFICE
AS THE ATHENS COUNTY DOG WARDEN**

THIS AGREEMENT, made and entered into this 5th day of January, 2021, by and between the Board of Commissioners of Athens County, Ohio, hereinafter called "Board", and Athens County Sheriff's Office, hereinafter called "ACSO".

WITNESSETH:

SECTION 1: Term of Agreement.

Pursuant to R.C. 955.121(A)(1) the Board has appointed ACSO as county dog warden by way of Resolution #105-113. The agreement for ACSO to be the county dog warden shall be for an initial period of two (2) years commencing on January 5, 2021 and ending on December 31, 2022.

SECTION 2: Duties.

ACSO shall faithfully perform all necessary and customary duties and shall further enforce sections 955.01 to 955.27 and 955.50 and 955.53 of the Ohio Revised Code.

SECTION 3: ACSO Appointment Abilities.

The parties agree that ACSO may appoint sheriff deputies or persons other than peace officers as deputy dog wardens. ACSO shall be responsible for the hiring and any other employment matters involving the county dog warden and the county dog shelter.

SECTION 4: Training

The parties agree that ACSO and any deputy dog warden must comply with the following:

- (1) Any training requirements applicable to county dog wardens and deputy dog wardens appointed or employed under section 955.12 of the Ohio Revised Code; and
- (2) The requirements established in section 955.12.

SECTION 5: Athens County Dog Shelter.

In addition to being county dog warden, ACSO shall be in charge and be responsible for the operations at the Athens County Dog Shelter.

SECTION 6: Supervision of Humane Officer

The parties agree that ACSO or the assigned deputy dog warden(s) shall supervise the Athens County Humane Officer which shall also include but is not limited to assigning tasks, coordinating department functions, providing direction and standards in compliance with state and local laws.

SECTION 7: Indemnification

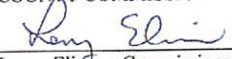
ACSO shall defend, save harmless and indemnify the Board against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of ACSO's duties as Dog Warden. The Board may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

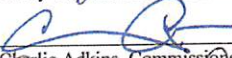
SECTION 8: General Provisions

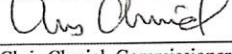
- 1) The text herein shall constitute the entire agreement between the parties.
- 2) This Agreement shall be binding upon and insure to the benefit of the successors of ACSO.
- 3) This agreement shall become effective commencing on January 5, 2021.
- 4) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this Agreement to be signed and executed on its behalf pursuant to authority and directions given by Resolution #105-113 passed on January 5, 2021, and ACSO has caused this Agreement to be signed and executed.

ATHENS COUNTY BOARD
COUNTY COMMISSIONERS:

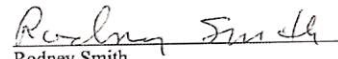

Lenny Elison, Commissioner


Charlie Adkins, Commissioner


Chris Chmiel, Commissioner

Approved as to Form:
Keller J. Blackburn
Athens County Prosecutor's Office

ATHENS COUNTY SHERIFF'S OFFICE:


Rodney Smith
Athens County Sheriff

 1/11/21

CATEGORICAL EXCLUSION (CE) FORM (For Clean Ohio Trails Fund Program in Ohio)	Date: 4/4/2019
--	----------------

II Project Information	
Name of Project: Phase I Village of Chauncey Bikeway Connector	Federal Project #: N/A
Project Sponsor: Athens County Commissioners	State Project #: COTF-263
Project Description: Phase I of the Village of Chauncey Bikeway Connector project will extend the existing 21-mile long Hocking Adena Bikeway to the village of Chauncey. Phase I of the Village of Chauncey Bikeway Connector will provide residents of Chauncey safe bike and pedestrian access to Athens County's larger communities' amenities, and additional recreation and transportation options. Phase I of the project will extend approximately .34 miles of bikeway from the Hocking Adena Bikeway along River Road across the Hocking River in the Village of Chauncey on Main Street (state route 482).	
Purpose and Need for Action: The purpose of this project is to provide a safe pedestrian route from the Hocking Adena trail to the Village of Chauncey. The need for the project is to: <ul style="list-style-type: none"> • Enhance and pedestrian recreational access • Improved access to nearby amenities that do not exist within the community • Improve the quality of life for Village of Chauncey residents • Improve trail system connectivity and active transportation opportunities • Support other trail development 	
Termini: Starting point is on the existing Hocking Adena Bikeway the closest address to the project start location is 13073 River Road in Athens Ohio and the ending location for Phase I of the Village of Chauncey Bikeway Connector project is 40 Main Street Chauncey, Ohio.	
Funding Source(s): <input checked="" type="checkbox"/> federal <input checked="" type="checkbox"/> state <input checked="" type="checkbox"/> local <input type="checkbox"/> private	Estimated Cost: \$ 1,598,317
Is there a completed ODOT Categorical Exclusion for the project?	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Environmental process is complete. PID #106647
Continue	

III Scope of the Proposed Action:		
	Yes No Comments	
1) Operation of educational programs to promote safety and environmental protection as related to recreational trails	<input type="checkbox"/> <input checked="" type="checkbox"/>	
2) Purchase & lease of recreational trails construction and maintenance equipment	<input type="checkbox"/> <input checked="" type="checkbox"/>	
3) Acquisition of easements and fee simple title to property for recreational trails or recreational trail corridors	<input type="checkbox"/> <input checked="" type="checkbox"/>	
4) Construction of ADA features to existing facilities	<input type="checkbox"/> <input checked="" type="checkbox"/>	

Page 1 of 18

Clean Ohio Trails Fund Ohio Categorical Exclusion Form State Project #: COTF-263 Federal Project #: N/A

5) Maintenance and restoration of existing recreational trails	<input type="checkbox"/> <input checked="" type="checkbox"/>
6) Development and rehabilitation of trailside and trailhead facilities and trail linkages for recreational trails	<input type="checkbox"/> <input checked="" type="checkbox"/>
7) Construction of new recreational trails within parameters set forth by 23 U.S.C. 206 (d) (2) (D)	<input checked="" type="checkbox"/> <input type="checkbox"/>

If items 1, 2, 3, or 4 are checked yes above, then the environmental process is complete. Complete Section VI and submit to ODNR for processing. (23 CFR 771.117 (e))

If items 5, 6, or 7 are checked yes above, then continue with Sections II through IV (23 CFR 771.117 (d))

- Maintenance & restoration of existing trails may be interpreted broadly to include any kind of trail maintenance, restoration, rehabilitation or relocation including the work to trail bridges or providing adequate signage on a trail.
- Development and rehabilitation of trailside facilities and trail linkages for recreational trails may be interpreted broadly to include development or rehabilitation of any trailside or trailhead facility that have a direct relationship to the recreational trail.
- Construction of new recreational trails should be self-explanatory, and including bridges and signage along a trail.

IV Involvement with Resources:	
	No Possible Resources Present, Studies, Coordination, Comments and Commitments
1) Streams, Rivers, & Watercourses	<input type="checkbox"/> <input type="checkbox"/>
2) National/State Scenic River Involvement	<input type="checkbox"/> <input type="checkbox"/>
3) Other Surface Waters	<input type="checkbox"/> <input type="checkbox"/>
4) Wetlands	<input type="checkbox"/> <input type="checkbox"/>
5) Lake Erie Coastal Zone	<input type="checkbox"/> <input type="checkbox"/>
6) Threatened and Endangered Species	<input type="checkbox"/> <input type="checkbox"/>
7) Cultural Resources	<input type="checkbox"/> <input type="checkbox"/>
8) Air Quality Impacts	<input type="checkbox"/> <input type="checkbox"/>
9) Environmental Justice	<input type="checkbox"/> <input type="checkbox"/>
10) Public Involvement	<input type="checkbox"/> <input type="checkbox"/>
11) Hazardous Materials	<input type="checkbox"/> <input type="checkbox"/>
12) Flood Plains	<input type="checkbox"/> <input type="checkbox"/>

Page 2 of 18

Clean Ohio Trails Fund Ohio Categorical Exclusion Form State Project #: COTF-263 Federal Project #: N/A

13) Waterway Permits	
If "No" is checked above per resource, then no description is required in box to right	

IV Environmental Commitments Made and Resources to be Avoided These MUST BE incorporated into the Contract and discussed with the contractor prior to construction	
Were any commitments made during the project development process?	Yes No
Commitment:	
Disposition:	
Commitment:	
Disposition:	

V Required Attachments These items MUST BE submitted by the time shown below	
At the time of initial application to ODNR: <ul style="list-style-type: none"> • Project mapping • Project photos • Pre-construction letters with permitting agencies (DEPA, Army Corps, Floodplain Coordinator, etc.) • Documentation of Public Involvement 	
By the time of federal NEPA approval for RTP projects: <ul style="list-style-type: none"> • External resource agency consultation letters showing final agency concurrence with project (USFWS, OHIO, ODNR, etc.), which includes completion and agency approval of all requested additional resource studies by any resource agency 	
Prior to construction for all projects: <ul style="list-style-type: none"> • Copies of all waterway permits • Copies of all floodplain permit • Evidence of all environmental commitments as shown in project plans and specifications 	

Page 3 of 18

Clean Ohio Trails Fund Ohio Categorical Exclusion Form State Project #: COTF-263 Federal Project #: N/A

VI Approval
This section must be signed by all parties and approved by ODNR prior to state authorization of the next phase of the project

After reviewing the current status of this project, the Applicant and the Department of Natural Resources considers that the NEPA document remains valid. In our review, we have confirmed that there have been no changes to the proposed action, including its scope or location, which would result in environmental impacts not considered in the NEPA document or reevaluation, and that there is no new information or circumstances relevant to environmental concerns, and basing on the proposed action or its impacts, which would result in substantial environmental impact not considered in the NEPA document or the reevaluation.

Form Prepared By: Athens County Commissioner Larry Shaw, Resigned 12/31/2020
Applicant Name/Organization: _____ Date: _____

State Acceptance of Project: _____
Ohio Department of Natural Resources Program Manager: _____ Date: _____

Page 4 of 18

AGREEMENT BETWEEN
THE ATHENS COUNTY BOARD OF COMMISSIONERS
And
ATHENS COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
For
Shared Staffing & Supervision of County Maintenance and Custodial Staff

THIS AGREEMENT is made and entered by and between the Athens County Board of Commissioners and Athens County Department of Job & Family Services.

WHEREAS, the Athens County Board of Commissioners and Athens County Department of Job & Family Services need maintenance, custodial services, as well as the supervision of county maintenance and custodial staff on an ongoing basis;

WHEREAS, the Athens County Board of Commissioners has a supervisor and other maintenance staff who are qualified to provide the needed supervision of county maintenance and custodial staff employed by both entities, as well as additional maintenance services needed by ACDJFS and desires to enter into an agreement to provide these supervisory and additional maintenance services identified herein;

WHEREAS, Athens County Department of Job & Family Services wishes to receive said supervisory and additional maintenance services from the Athens County Board of Commissioners and shall be identified as ACDJFS;

WHEREAS, the Athens County Board of Commissioners wishes to provide said supervisory and additional maintenance services to Athens County Department of Job & Family Services and shall be identified as the BOARD;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. **Scope of Services.** The BOARD will provide the following services: (1) a qualified supervisor to oversee ACDJFS maintenance and custodial staff and to be responsible for the maintenance, cleaning, upkeep and general appearance of buildings and grounds occupied by ACDJFS; a county vehicle or reimbursement for privately owned vehicle; and office space for use by that supervisor; and (2) a qualified maintenance worker whose primary work sites will be buildings occupied by ACDJFS; a county vehicle or reimbursement for privately owned vehicle; and office space for use by that maintenance worker. ACDJFS will provide access to a workstation for the supervisor and for the maintenance worker, necessary supplies and equipment when work is provided at the location of ACDJFS.
2. **Fees for Services.** (1) ACDJFS agrees to pay the BOARD for the services of the supervisor identified in the scope of services. The reimbursement rate shall be calculated at 50% of the supervisor's hourly rate, PERS, Medicare, medical, dental, vision and/or life insurance benefits, PTO, and any other payroll related costs attributable to this position. The 50% reimbursement rate is based upon the number of FTE's at the BOARD and at ACDJFS buildings being directly supervised by the specific employee being roughly the same. If the number of FTE's at both the BOARD and ACDJFS are expected to be unequal for an

extended period, the BOARD and ACDJFS will meet and determine if the reimbursement rate needs to be adjusted. (2) ACDJFS agrees to pay the BOARD for the services of the maintenance worker identified in the scope of services. The reimbursement rate shall be calculated at 100% of the maintenance worker's hourly rate, PERS, Medicare, medical, dental, vision and/or life insurance benefits, and any other payroll related costs attributable to hours worked on behalf of ACDJFS. ACDJFS will reimburse the Board the same pro-rated percentage for any PTO during quarterly billing. The BOARD will submit quarterly invoices itemized by amount. ACDJFS agrees to pay the invoices within 45 days of receipt.

3. **Expense Reimbursement.** Mileage will be reimbursed at the current IRS rate per mile. Expenses incurred for program supplies and equipment shall be reimbursed at actual cost. Other travel related expenses shall be reimbursed pursuant to the applicable policies of the BOARD. Training expenses shall be reimbursed at actual cost. The BOARD will submit quarterly invoices itemized by amount for such expenses. ACDJFS agrees to pay the invoices within 45 days of receipt. ACDJFS will be responsible for providing its own maintenance and custodial supplies used in its buildings and on its grounds.
4. **Professional Services.** The BOARD agrees that the services provided to ACDJFS will be delivered by staff with the appropriate qualifications. The BOARD further agrees that the services will not be provided by a substituted supervisor without ACDJFS's express written consent, such consent not to be unreasonably withheld.
5. **Contract Term.** The term of this agreement shall commence January 1, 2020 and continue in full force and effect until December 31, 2021, or the contract is terminated as provided herein, whichever occurs first. The agreement may be extended for one year or until December 31, 2022 upon the mutual agreement of the parties.
6. **Termination of Contract.** The parties agree that this contract will not be terminated until the services are provided herein, unless there is a complete failure to perform the duties herein. ACDJFS will notify the BOARD when it is unsatisfied with the services being performed and allow for correction. If ACDJFS is still dissatisfied with the services after giving notice and time to correct performance, it may terminate the contract with 90 days' notice in writing to the BOARD. The BOARD may terminate the contract if ACDJFS fails to make payment as agreed herein. The BOARD must give 90 days' notice in writing to ACDJFS prior to terminating herein. This contract may be terminated at any time upon the mutual consent of the parties.
7. **BOARD Employees Not Considered Employees of ACDJFS.** The BOARD Employees shall always be considered BOARD Employees and will not be considered ACDJFS employees. The BOARD employees shall be subject to the personnel and other policies of the BOARD. All ACDJFS employees subject to supervision pursuant to this agreement will remain subject to the personnel and other policies of ACDJFS and shall remain subject to the collective bargaining agreement signed with the Communications Workers of America, AFL-CIO.
8. **Indemnification.** Each party shall be liable for its own acts to the extent provided by law.

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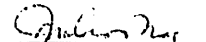
9. **Assignment.** Neither ACDJFS nor the BOARD may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld.
10. **Non-Waiver and Accumulation of Remedies.** The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise an option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver but shall apply solely to the instances to which such waiver is directed. The remedies provided under this Agreement shall be cumulative and not alternative, and the election of any one remedy for breach shall not preclude the pursuit of other remedies.
11. **Records Retention and Availability/Audit.** ACDJFS and the BOARD shall keep pertinent business records pursuant to this Agreement. Such records shall be maintained for at least three (3) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Both parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by either party. The records may also be subject to review by a duly authorized representative, if federal funds are used for any work under this Contract.
12. **Entire Agreement.** This Agreement embraces the entire agreement between the parties. No oral agreement or representation concerning this Agreement shall be binding.
13. **Severability.** Every provision of this Agreement shall be construed, to the extent possible, to be valid and enforceable. If any provision of this agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
14. **Amendments.** This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties when dated and attached hereto without altering the other terms of this agreement.
15. **Notice.** Notice shall be given to the other party in writing and may be effectuated by delivery by U.S. Mail at the following addresses:

President
The Athens County Board of
County Commissioners
15 E. Court Street
Athens, OH 43701
Phone: 740-590-3219
Fax: 740-594-0010

Executive Director
Athens County Department of Job & Family
Services
13183 State Route 13
Millfield, OH 43761
Phone: 740-679-4260
Fax: 740-797-2301

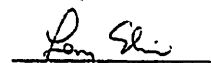
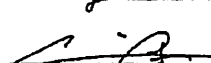
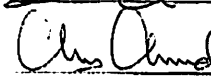
SIGNATURES

Authorized Department Representative:


Executive Director, Athens County
Department of Job and Family Services

1/7/21
Date

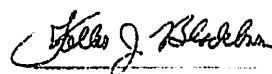
Athens County Board of Commissioners:

1/7/21
Date
1/7/21
Date
1-11-21
Date

AS TO FORM:

Kelley J. Blakeman
Athens County Prosecuting Attorney



1/7/21
Date

4



ATHENS COUNTY ENGINEER'S OFFICE

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

ADDENDUM #1—DECEMBER 21, 2020

**ATH-CR75-3.48
LANDSLIDE REPAIRS
OPWC PROJECT NO. CU02X
ATHENS COUNTY, OHIO**

1. Revised Bid Opening Date and Time: January 5, 2021 @ 10:15am.
2. Revised interim completion date of April 16, 2021. Overall project completion date remains May 31, 2021.
 - a. "The owner intends and requires that this project be completed no later than May 31, 2021, but the wall must be constructed and road opened with a stone surface no later than April 16, 2021."
3. A bid Item has been added for the Unreinforced Class QC1 Concrete Footing that is to be installed on top of the drilled shafts and under the lagging panels as detailed on Sheet 5/6.
4. A revised bid form has been attached.
5. The revised Engineer's Estimate of Construction Cost for this project is \$247,500.00.

THIS ADDENDUM MUST BE ACKNOWLEDGED ON PAGE 1 OF "SECTION II" OF THE BID DOCUMENTS (BID PROPOSAL).

SUBMITTED BY:

Jeff Maiden
JEFF MAIDEN, P.E., P.S.
ATHENS COUNTY ENGINEER

Arkansas County Engineer ATV-Crane Crane Project Bid Threshold - \$500,001										Engineer's Estimate				Alan Brown Co., Inc.				Shady & Beach, Inc.				Oak-West Virginia Excavating Co.				Allied Construction, LLC				George J. Rut & Co.				Bassett Expressing, Inc.				GSR Crating Co., Inc.			
ITEM NO.	DESCRIPTION	UNIT	QTY	ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE		ESTIMATE'S ESTIMATE							
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST						
1	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
2	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
3	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
4	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
5	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
6	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
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8	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
9	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
10	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
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28	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
29	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
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32	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
33	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
34	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00						
35	DRILLING AND GRADING	LINEAL FOOT	12	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00	24.00	2.00																									