

October 22, 2020

The Meigs County Commissioners met in regular session. Present were Vice President, Jimmy Will, member, Tim Ihle, Clerk, Tonya Edwards, Meigs County Garage, Sara Walpole, Meigs Engineer, Gene Triplett and Meigs Independent Press, Carrie Rose. Jimmy Will gave the opening prayer followed by the Pledge of Allegiance led by Tonya Edwards. President Randy Smith called the meeting to order at 11:03am.

MINUTES

Mr. Will made the motion to accept last week's minutes with a second from Mr. Ihle. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea.

BILLS

Mr. Ihle made the motion to approve this week's bills, with a second from Mr. Will. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

County General: \$19,662.58

Total: \$408,773.03

APPROPRIATION LAW LIBRARY

Mr. Will made a motion to appropriate \$20,000.00 into M70M02 for the Law Library. Mr. Ihle seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

TRANSFER FUNDS MCBDD

Mr. Ihle made a motion to transfer \$100,000.00 from general B350B12 to capital Q054Q02. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

APPROPRIATION ADJUSTMENT TREASURER

Mr. Will made a motion to adjust \$2,000.00 from other expenses A401C09 into A001C003 supplies. Mr. Ihle seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

APPROPRIATION ADJUSTMENT EMS

Mr. Ihle made a motion to adjust \$3,000.00 from S001S21 into S001S11 to pay bills. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

APPROPRIATION COMMON PLEAS

Mr. Ihle made a motion to appropriate \$300.00 into line item A002B03 supplies. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

BRIDGE PLAN- COUNTY ENGINEER

The county Engineer presented a bridge plan for County road 1, stating it will not cost the county anything due to grants and other monies. He just needed the Commissioners to sign off on the plan.

PROCLAMATION NATIONAL HOME CARE/HOSPICE PALLIATIVE MONTH

Mr. Will made a motion to declare November Home Care/ Hospice Palliative Care month. Mr. Ihle seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

AMENDED- RESOLUTION NOW AND THENS

Mr. Will made a motion to amend the journal entry on January 16, 2020 for the new Now and Thens and adopted the Resolution below. Mr. Ihle seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

RESOLUTION

Whereas, the Board of Commissioners of Meigs County Ohio in a public meeting held on January 16, 2020 do hereby establish the new procedure for Now and Thens and,

Whereas, the new threshold for Now and Thens is set to one thousand dollars (\$1,000.00) and to be retroactive to January 1, 2020. And,

Whereas, all bills will require a Purchase Order and must be assigned before purchase can be made and,

Whereas, Now and Thens are used if purchase over one thousand dollars (\$ 1 ,000.00) was made and purchase order was after the fact and,

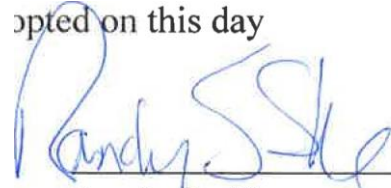
Whereas, a new Now and Then form is to be used that requires a Commissioners signature and,

Therefore, be it further resolved that this new process does not require action in a regular meeting of the Board of Commissioners or individually journalized and,

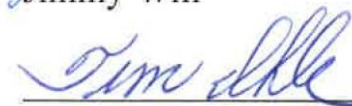
Therefore, be it hereby resolved by the Board of Commissioners of the County of Meigs Ohio that this new Now and Then policy be adopted on this day

adopted on this day

Adopted: _____
10 -29 -20


Randy Smith


Jimmy Will


Tim Ihle


Tonva Edwards, Clerk
Attest:

REEDS COUNTY STORE INC

Mr. Will table this issue allowing one week to give the public one-week notice to bring any issues to or concerns to the Commissioners before the next meeting.

RESOLUTION JFS AMEND LANGUAGE

Mr. Ihle made a motion to accept this resolution to start using Subgrant Agreement language instead of Contract as of October 1, 2020 through September 30, 2021. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

RESOLUTION

J 28 P ____

WHEREAS, the Meigs County Department of Job & Family Services entered into a contract with Integrated Services for Behavioral Health, for the provision of implementing the Ohio START program; and

WHEREAS, the Meigs County Department of Job & Family Services wishes to amend the contract with Integrated Services for Behavioral Health by amending the contract to be a Subgrant Agreement, and

WHEREAS, both parties agree that all terms, conditions, and obligations of the contract effective October 1, 2019 will remain in effect throughout Subgrant Agreement period of October 1, 2020 through September 30, 2021; and

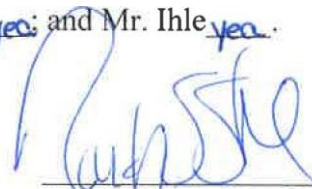
WHEREAS, the Subgrant has been approved to form by the Meigs County Prosecuting Attorney;

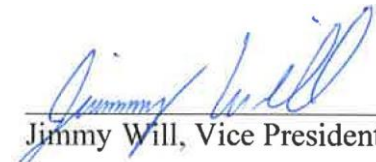
THEREFORE, BE IT RESOLVED, the Meigs County Commissioners hereby approves changing the aforementioned contract to a Subgrant Agreement.

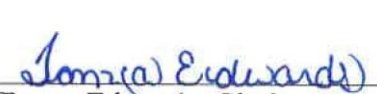
It moved by, Mr. Ihle, and seconded by Mr. Will to adopt the foregoing.

Vote on roll call resulted: Mr. Smith Mr. Will yea and Mr. Ihle yea.

ADOPTED: 10-22-20____
Date


Randy S lith, President


Jimmy Will, Vice President

ATTEST: 
Tonva Edwards, Clerk


Tim Ihle, Member

RELEASE AND SATISFACTION CHIP PROGRAM LYNDA WESOLOWSKI


Mr. Will made a motion to release the mortgage for Lynda Wesolowski, due to the principal sum of two thousand two hundred fifty dollars and zero cents being fully

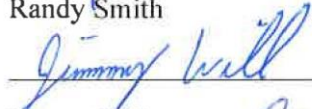
paid and satisfied. Mr. Ihle seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

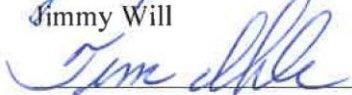
RELEASED AND SATISFATION

This certifies that a certain mortgage executed by Lynda S. Wesolowski, applicant, to the Meigs County CHIP Program, administered by the MEIGS COUNTY BOARD OF COMMISSIONERS, to secure the principal sum of Two Thousand Two Hundred Fifty Dollars and zero cents (\$2,250.00) and duly recorded in Volume 130, Page 651, has been fully paid and satisfied and the same is hereby released.

IN TESTIMONY WHEREOF, the Meigs County Board of Commissioners have hereunto set their hands,

2020


Randy Smith


Jimmy Will


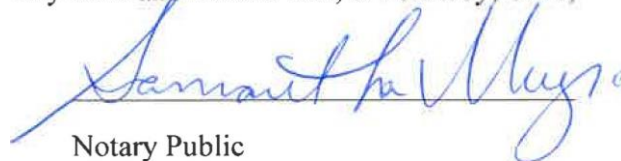
the day of October in the year of our lord ~~Tim~~ Ihle

STATE OF OHIO, MEIGS COUNTY, SS:

Before me a Notary Public in and for said County and State, personally appeared the about named Randy Smith, Jimmy Will, and Tim Ihle, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand an official seal, at Pomeroy Ohio, this 23rd day of October, 2020.

by my hand and official seal, at Pomeroy, Ohio,



Notary Public
My Commission expires _____

CONTRACT BDT

Mr. Will made a motion to sign the contract for the shared facility for the county. The building would include space for the EMS satellite station as well as space for a new regional public transportation operation. Mr. Ihle seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

b TECHNICAL
PROPOSAL

BETWEEN CLIENT AND ARCHITECT
FOR PROFESSIONAL SERVICES

CLIENT
Perry Varnadoe
Meigs County Economic Development Office
236 East Main Street
Pomeroy, Ohio 45769

ARCHITECT
BDTAID, Inc. (BDT)
Federal EIN: 31-1411445

26 E Park Drive, Suite 101, Athens, Ohio 45701

(740) 592-2420

Project Manager: Don Dispenza, ddispenza@bdtaid.com

PROJECT

EMS/ Bus Garage Facility

Project Master Plan Study

1. PROJECT SUMMARY

The project is for a new shared facility for the county. The building would include space for an EMS satellite station as well as space for a new regional public transportation operation. The building is to be located in Pomeroy and be in the range of 10,000 to 15,000 square feet.

The EMS facility would include:

- 2 squads plus one potential back up
- Bunkroom space for 4
- Support spaces for crew and operations

The Public Transportation facility would include:

- 6 larger transport 15 passenger vans and 3 smaller vans for storage and servicing
- Wash bay and parts room
- Administrative and support spaces for operations

2. SCOPE OF SERVICES

A. Architectural and Engineering Services:

- 1 Perform a project feasibility study for the project
 - Review proposed site conditions including area, access and flood plain restrictions
 - Review building code minimum requirements based on the floor plan including facility requirements, area limitations and construction requirements
 - Provide floor plan options based upon project requirements

ATHENS, OH – 740.592.2420 | COLUMBUS, OH – 614.633.4375 | RAPID CITY, SD – 605.646.4969

- Estimate cost of construction

- 2) Provide a report that indicates results of above evaluations, estimate and include recommendations. Proposed improvements would be broken into project options and would include order of magnitude cost estimates

3. PROJECT DELIVERY

We propose the following phased project delivery methodology:

- A. Validation of Existing Conditions: Field verify information and dimensions for critical systems and spaces.
 - Site size, access and availability of services
 - Flood plain designations
 - Public utilities availability
- B. Code and Regulatory Review: Review the building plans, building type research and the existing conditions to confirm the impact compliance with the building code and other applicable regulations will have on the building design.
- C. Assessment Report: Prepare design documents based on the above inputs for review. The final version of the document will include a summary, evaluation narratives, recommendations, cost estimate and other documents necessary to communicate the design solution

- D. Preliminary floor plans. Plans to include options for building layouts and construction types
- E. Construction: No construction documents, bidding or construction administration services are included

4. Information Provided by Client

- A. Proposed building plans.

5. PROJECT CONSTRUCTION BUDGET

- A. No construction budget is set for this work.

6. Fee Arrangement:

- A. Basic Services: Based on the requirements of the project, BDT will provide services on an hourly basis with a Not-to Exceed cap of \$4,500.00. This amount will include all listed professional design services and consulting services. Should the project scope increase and require additional time, BDT would provide the request in writing to the owner prior to exceeding the cap.
- B. Reimbursable Expenses: Reimbursable expenses are considered those which are not clearly identified at this time but which will be identified at the time of transaction. Such expenses shall comply with OhioHealth's policies on expense reimbursement.
- C. Additional Services: Services in excess of those listed will be amended should a change in scope occur on a time and material basis.
- D. Allowances: Allowance expenses are considered those which are not clearly identified at this time, but which will have a cost to the A/E throughout the course of the project.

7. FEE SUMMARY

- A. Basic Services Fee:

		0.00
1. Hourly Not-to-Exceed..		4,500.00
B. Reimbursable Expenses:		
1. Printing		100.00
C. Additional Services:		
1. None		0.00
D. Allowances:		
1. None		
TOTAL:		4,600.00

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

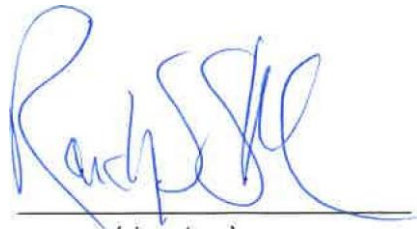
Hourly Rates:

- o Principal hourly rate \$ 120.00 / hr
- o Associate Principal hourly rate \$ 115.00 / hr
- o Project Manager hourly rate \$ 105.00 / hr
- o Structural engineer \$ 100.00 / hr
- o Senior Designer hourly rate \$ 85.00 / hr
- o Design / Drafting hourly rate \$ 75.00 / hr
- o Associate Designer hourly rate \$ 55.00 / hr
- o 24x36 prints, each \$ 0.96 / sheet
- o Mileage to the site, building department \$ 0.58 / mile

*Hourly rates listed above are subject to change every fiscal / year. New rates go into effect on January 15 and BDT will notify you of the rate change around that time via an official notice sent with your invoice/statement-

EXECUTION OF AGREEMENT:

This Proposal entered into as of the date indicated above, and incorporates standard BDT Terms and Conditions.



CLIENT:



ARCHITECT:

(signature)

(signature)

Donald J. Dispenza, President

Client Name

For Office Use Only

SERVICES

Feasibility, Programming, Planning

DISCIPLINES

Architecture

PROJECT TYPE

Offices and Warehouses

DELIVERY METHOD

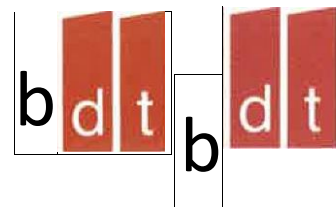
Design-Bid-Build

MARKET

Commercial

CUSTOMER TYPE

Owners



TERMS AND CONDITIONS

BDAID, Inc., hereinafter called ^BBDT^D, shall perform services defined in this Agreement for the Client, Meigs County Development Office, under the following

Time

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

Client's Consultants

Services provided for site survey, subsurface investigation, or pre-engineered building design, if a part of the project, shall be by licensed professional consultants and bear their seals. BDT shall have no responsibility for the components of the project designed by the Client's consultants. Review by BDT of the consultants' work is solely for consistency with BDT's design concept. BDT shall be entitled to rely on the technical sufficiency and timely delivery of documents and services of Client's consultants, as well as the consultant's computations, and shall not be required to review consultant's work for compliance with applicable codes, laws or other regulations. The Client shall indemnify and hold harmless BDT from and against claims, damages, losses and expenses, including attorneys' fees, arising out of services of other consultants of the Client.

Environmental Issues

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

Construction Means, Methods and Safety'

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

Payment

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

Invoices will be considered past due when unpaid after 30 days and subject to a service charge of 1.5 percent per month on the outstanding balance. In the event any portion of account remains unpaid 90 days after billing, Client shall pay cost of collection. BDT reserves the right to terminate performance of its services, without waving any rights and without

Terms and Conditions:

liability, for failure of Client to make payments in accordance with the provisions of this Agreement.

Termination

This Agreement may be terminated upon ten days written notice by either party should the other fail to perform in accordance with the terms of the Agreement or if the project is delayed, suspended or abandoned. In this event, the Client shall pay BDT, within 30 days of the date of termination, for all services performed and reimbursable expenses to date of termination.

Dispute Resolution

All claims, disputes, or other matters in question between the Client and BDT arising out of this Agreement shall be submitted to mediation unless the parties mutually agree otherwise.

In the event the Client or BDT makes a claim or brings an action against the other for any act arising out of the performance of the services in this Agreement, and the Claimant fails to prove such claim

or action, then the Claimant shall pay all legal and other costs, including attorneys' fees, incurred by the Defendant of such claim or action.

Standard of Care

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

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and BDT, the risks have been allocated such that the Client agrees that BDT's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total fee for services on this project or \$4,500.00, whichever is greater. Such causes include, but are not limited to, BDT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents

Client acknowledges BDT's documents, including electronic media, as instruments of BDT's service, not products. BDT shall retain records of services for a period of ten years, during which period they will be available to the Client at all reasonable times.

These documents are and shall remain the property of BDT, and are for use solely with respect to this Project. Documents may not be used for any other endeavor without the written consent of BDT. Any unauthorized modification or reuse of documents is at Client's sole risk, and Client agrees to indemnify and hold BDT harmless from all claims arising out of the unauthorized modification or use of BDT's instruments of service.

Electronic Data Limitations

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

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

Agreement

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

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

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

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

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

Acceptance

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgment, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design

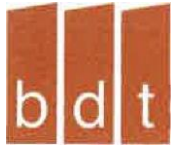
Professional unless made in writing and signed by Design Professional's authorized representative.

Terms and Cond

Agreement of  Conditions, initialed by:

CL ENT

BDT AID. Inc.



COVID-19 CORRECTIONS

Covid-19 corrections dated 09/18/2020 are as follows: A004B11 \$4,619.52; A004B13 \$1,75.10; B069B01 \$2,151.38; B043B01 \$10,792.30; A004B10 \$5,541.60; A002C19 \$13,214.65; M070M01 \$1,447.60; J000J01 \$6,511.72; A002G02 \$3,190.02; A101C02 \$9,530.48; A009D02 \$1,044.00; A006B02 \$5,152.00; A006A02 \$151,795.36; M070M02 \$2,016.13; A001C03 \$274.47; A002E02 \$387.60; A002D02 \$6,357.12; A002C31 \$6,760.24; A001B02 3,674.60; E002E01 \$84.00; E001E01 \$84.00; B067B01 \$8,522.86; B010B01 \$1,681.84; A009D01 \$1,284.00; A001E02 \$7,956.24; A001E04 \$94.55 were corrected and taken from C010C02 COVID Expenses.

ADJOURN

Mr. Will made the motion to adjourn at 11:33am. Mr. Ihle seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea; Mr. Smith, yea.

President Randy Smith

Vice President Jimmy Will

Member, Tim Ihle

Clerk Tonya Edwards