

August 20, 2020

IN THE MATTER OF AUTHORIZING PAYMENT )  
OF THEN AND NOW CERTIFICATION PRESENTED )  
BY COUNTY AUDITOR AND AUTHORIZING )  
PAYMENT OF WARRANT. )

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ASHLAND COUNTY, OHIO, EXECUTING PAYMENT OF THEN AND NOW CERTIFICATION PRESENTED BY THE COUNTY AUDITOR PURSUANT TO O.R.C. 5705.41(d)1, AND AUTHORIZING THE DRAWING OF WARRANT(S) IN PAYMENT OF AMOUNTS DUE UPON CONTRACT OR ORDER**

The Board of County Commissioners of Ashland County, Ohio, met this 20th day of August, 2020, in Regular Session with the following members present:

Mr. Michael E. Welch  
Mr. Denny D. Bittle  
Mr. Jim Justice

Mr. Jim Justice introduced the following resolution and moved its adoption.

**WHEREAS**, the attached schedule of payment(s) is requested to be paid without existence of a prior approved contract or order, and is in excess of \$100.00;

**WHEREAS**, the obligation exists for this Board to make whole the vendor(s) or contractor(s) so stated;

**WHEREAS**, the Ashland County Auditor has certified that both, at the time of making of this contract(s) or order(s) and at the date of the certification, the amount(s) required to pay said contract(s) or order(s) has been appropriated and is in the treasury or in the process of collection;

**WHEREAS**, the actions of this Board have occurred within thirty (30) days from the receipt of the Auditor’s certification; **NOW THEREFORE**,

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ASHLAND COUNTY, OHIO:**

**THAT**, the Board hereby authorizes the payment of schedule for the following contracts and orders as stated on the attached exhibit:

\$5,237.13 to Diamond Drugs, Inc. for Sheriff  
\$4,142.20 to Diamond Drugs, Inc. for Sheriff  
\$1,975.64 to SYNCB/Amazon for Sheriff  
\$183.71 to Melway Paving for Engineer

and

**THAT**, the Board affirms, by signature, the attached Then and Now Certificate(s), as prescribed by the Ashland County Auditor; and

August 20, 2020

**THAT**, the Board directs the County Auditor to draw warrants for payment in the amounts described, pursuant to Ohio Revised Code Section 5715.41(d)1; and

**THAT**, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Denny Bittle seconded the motion and upon the roll being called, the vote resulted:

Mr. Justice, Yes – Mr. Bittle, Yes – Mr. Welch, Yes

Resolution Adopted.

IN THE MATTER OF ACCEPTING QUOTE FOR \_\_\_\_\_ )  
REPLACEMENT OF PLC BATTERY BACKUP AT JAIL.)

WHEREAS, Dennis Harris, Building Maintenance Supervisor, has notified the Board of the need to replace the PLC battery backup system at the county jail, which is critical to the jail's operations, and

WHEREAS, he has obtained the following quote:

**BCU ELECTRIC                      \$21,932.00**

Scope:

- 1) Demo old ups
- 2) Furnish and install Eaton UPS 9155-08, 8kva/7.5kw 120.208 single phase
- 3) Quoted for weekdays 7 am to 3:30 pm

and

WHEREAS, the Board is in agreement to have the work done, therefore,

Mr. Denny Bittle moved that the quote be accepted from BCU Electric for the replacement of the PLC battery backup system at the jail, at a total cost of \$21,932.00, to be paid for from Fund #305, Jail Operations, as recommended by Dennis Harris of maintenance.

Mr. Jim Justice seconded the motion and upon the roll being called, the vote resulted:

Mr. Bittle, Yes – Mr. Justice, Yes – Mr. Welch, Yes

Motion Carried.

August 20, 2020

IN THE MATTER OF AUTHORIZING HIRING )  
OF KRISTA STRAUSBAUGH AT )  
DEPARTMENT OF JOB AND FAMILY SERVICES. )

Mr. Jim Justice moved to concur with the hiring of the following employee at the Department of Job and Family Services:

Krista Strusbaugh of 1944 Stone Ridge Drive, Ashland, Ohio 44805, as a social service worker 2, a bargaining unit position within the social service unit, at \$16.40 per hour, effective August 24, 2020

Mr. Denny Bittle seconded the motion and upon the roll being called, the vote resulted:

Mr. Justice, Yes – Mr. Bittle, Yes – Mr. Welch, Yes

Motion Carried.

IN THE MATTER OF AUTHORIZING )  
TRANSFER FOR FUND #14, SOIL & WATER. )

Mr. Denny Bittle moved that the following transfer of funds be approved:

Soil & Water -\$2,000 from Fund #14, #9040 other expense to #4010 supplies  
-to provide for current and anticipated expenses

Mr. Jim Justice seconded the motion and upon the roll being called, the vote resulted:

Mr. Bittle, Yes – Mr. Justice, Yes – Mr. Welch, Yes

Motion Carried.

IN THE MATTER OF AUTHORIZING )  
PAYMENT TO HOLLAND & MUIRDEN, )  
ATTORNEYS AT LAW. )

WHEREAS, the Board of County Commissioners of Ashland County, Ohio, deems it just and reasonable to issue a check to Holland & Muirden, Attorneys at Law, in the amount of \$114.00, towards an outstanding bill regarding the prosecution of Kelleigh Dotson, Kaitlyn Meinke and Thomas Morris, and

WHEREAS, the Board of County Commissioners acknowledge that R.C. 2931.18 authorizes a humane society to employ an attorney to prosecute violations of the law relating to the prevention of cruelty to animals, and

Mr. Jim Justice moved that the Ashland County Commissioners issue a check to Holland & Muirden, Attorneys at Law, 1343 Sharon Copley Rd., PO Box 345, Sharon Center, OH 44274, in the amount of \$114.00.

August 20, 2020

Mr. Denny Bittle seconded the motion and upon the roll being called, the vote resulted:

Mr. Justice, Yes – Mr. Bittle, Yes – Mr. Welch, Yes

Motion Carried.

IN THE MATTER OF CANCELLING )  
COMMISSIONERS' MEETING FOR )  
TUESDAY, AUGUST 25, 2020. )

Mr. Denny Bittle moved that the meeting for the Board of Ashland County Commissioners be cancelled for Tuesday, August 25, 2020.

Mr. Jim Justice seconded the motion and upon the roll being called, the vote resulted:

Mr. Bittle, Yes – Mr. Justice, Yes – Mr. Welch, Yes

Motion Carried.

IN THE MATTER OF CONTRACT WITH )  
SIMONSON CONSTRUCTION SERVICES, INC. )  
FOR REMODELING ELECTION BOARD OFFICE. )

Mr. Jim Justice moved that the following contract be approved and entered into with Simonson Construction Services, Inc. for remodeling services in the board of elections office:

Simonson Construction Services, Inc. is pleased to provide you with our proposal for all material, labor, equipment and incidentals required to complete the work described below.

**Division 1 – General Requirements**

1. Clean-up and removal of debris from the site
2. Field supervision and coordination
3. Project Management and office administration
4. Unloading and storage of materials on-site
5. Mobilization and demobilization of equipment, tools, materials and men

**Division 2 – Sitework**

1. Cutting of openings in a non-load bearing metal stud wall

**Division 6 – Wood & Plastics**

1. Wood blocking as needed at each opening
2. Plastic laminate window counter, 12" x 40"

**Division 8 – Doors & Windows**

1. One 3' x 7' hollow metal knock down frame
2. One 3' x 7' oak solid core Dutch door, factory pre-finished from standard colors. No door shelf included.
3. Door hardware includes hinges, Dutch door bolt, storeroom lever lock and 8" wide threshold.
4. One 3' x 3'6" sliding glass window track, 1/4" tempered glass and slide lock.

**Division 9 – Finishes**

1. Metal stud framing to accommodate the openings.
2. Drywall patching to a smooth finish.
3. Rubber base reused or new to match existing.
4. Prime and paint drywall walls affected by new work.
5. Paint new door frame.



An Equal Opportunity Employer



6. Misc. flooring as needed at disturbed areas using best matched materials available.

**Price: \$6,510.00**

**Miscellaneous Contract Items:**

1. Requirements from the State and Local plan reviewer and/or building inspector that are not listed above that will require changes in the plans, may result in additional cost
2. Job left broom clean, no final construction cleaning or glass cleaning
3. Simonson Construction Services, Inc. will not be liable for, or warrant subcontractors and/or suppliers contracted by the owner, including quality and suitability of their work or materials
4. Simonson Construction Services, Inc. will not be liable or responsible for problems that may occur due to inclement weather or unforeseen conditions
5. Special requirements from Insurance Carriers, FM Global Certification or Underwriters Laboratories that are not listed above that will require changes in plans, may result in additional cost

**Excluded Contract Items:**

1. Temporary electric, heat and water cost by owner
2. Winter protection coverage and heat
3. State and Local permits and fees by owner
4. Insurance bond
5. Premium or prevailing wages
6. Landscaping or seeding
7. Door hardware keying by owner
8. Electrical
9. Window and wall coverings
10. T.V., phone, sound or security and computer wiring

**Insurance:**

We carry State of Ohio Workers Compensation Insurance and liability insurance in the amounts of \$1,000,000.00 property damage, \$1,000,000.00 bodily injury and \$5,000,000.00 excess liability coverage. Certificates can be furnished upon request. The Owner shall carry Builders Risk insurance including fire, extended coverage, all-risks perils, and theft of building materials floater.

**Warranty:**

The Contractor shall warrant all work for one (1) year after the Owner takes beneficial occupancy. Any deficiencies in materials or installation found to be the fault of the Contractor shall be repaired by the Contractor at no expense to the Owner.

**Payment:**

On or about the thirtieth day of the month, Simonson Construction Services, Inc. will submit an itemized statement for the work performed during the previous month and the materials in storage at the site or at Simonson Construction Services' shop. Payments in full shall be due 10 days after date of invoice. Late payments shall be subject to a service charge of 1-½ % per month. Proof of proper funding shall be provided upon signing the contract.



An Equal Opportunity Employer



August 20, 2020

**Extra Work:**

We will perform items of extra work on a cost plus profit and overhead basis only. This work will be done at the Owners request only. Overhead and profit to be 15% of total cost. All allowances that are exceeded are subject to a mark-up of 15%.

**Acceptance:**

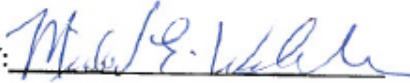
This proposal is valid for acceptance for 30 days, and thereafter is subject to adjustment. Your signature certifies that you have read, understand and agree to the above. Please sign one copy and return the other signed copy to our office.

Respectfully submitted,



Daniel R. Moore, President  
SIMONSON CONSTRUCTION SERVICES, INC.

ACCEPTED BY: \_\_\_\_\_



PRINTED NAME: \_\_\_\_\_

Michael F. Welch

DATE: \_\_\_\_\_

8-20-2020

DM/H

Mr. Denny Bittle seconded the motion and upon the roll being called, the vote resulted:

Mr. Justice, Yes – Mr. Bittle, Yes – Mr. Welch, Yes

Motion Carried.

August 20, 2020

IN THE MATTER OF JUVENILE COURT )  
GRANT AGREEMENT WITH STATE OF OHIO. )

Mr. Denny Bittle moved that the following agreement be approved and entered into with the State of Ohio, Department of Youth Services:

**OHIO DEPARTMENT OF YOUTH SERVICES SUBSIDY GRANT  
JUVENILE COURT GRANT FUNDING APPLICATION UPDATE**

Submit electronically in PDF format by June 1, 2020 to:  
DYSGrantsreporting@DYS.Ohio.gov

Juvenile Court: Ashland County

Fiscal Year 2021 Projections:

- a) Projected number of admissions to DYS in FY 2021: 0
- b) This represents (check one) from the previous year:  
\_\_\_ an increase \_\_\_ a decrease X no change
- c) Projected number of admissions to a CCF in FY 2021: 2
- d) This represents (check one) from the previous year:  
\_\_\_ an increase X a decrease \_\_\_ no change

Authorized Signatures:

Damian J. Vercillo (signed)	6/1/20
Administrative Judge	Date
Michael E. Welch (signed)	8/20/20
President, Board of County Commissioners Or County Executive	Date

Required Attachments to this page:

\*Attachment A, Page 1, for FY 2021

\*Attachment A, Page 2, for FY 2021

\*Budget Forms for Each program listed on Attachment A, Page 2

Program Narrative (Attachment B) only needs to be submitted if one or both of the following is true:

The court is creating a new program for FY 2021

The program has changed to the extent that the current Program Narrative (Attachment B) is no longer accurate

Mr. Jim Justice seconded the motion and upon the roll being called, the vote resulted:

Mr. Bittle, Yes – Mr. Justice, Yes – Mr. Welch, Yes

Motion Carried.

\*Exhibit A & B are on file in the Boards' office.



August 20, 2020

IN THE MATTER OF AUTHORIZING )  
ELECTED OFFICIALS AND COUNTY )  
EMPLOYEES TO ATTEND MEETINGS. )

Mr. Denny Bittle moved that the following elected officials and county employees be authorized to attend meetings and be reimbursed in amounts not to exceed their requests:

Denny Bittle, Commissioner  
CCAO Solar Power Meeting at Wooster, Ohio  
August 20, 2020 – Estimated Expenses: \$40.00

Mr. Jim Justice seconded the motion and upon the roll being called, the vote resulted:

Mr. Bittle, Yes – Mr. Justice, Yes – Mr. Welch, Yes

Motion Carried.

OTHER BUSINESS:

1. Pastor Travis McKenzie, Compassion Church, opened the meeting with prayer.
2. Commissioner Welch led everyone in the Pledge of Allegiance.
3. Amy Hoffman, Account Manager, Palmer Energy, met with the Board concerning pricing options for electric renewal accounts. Ms. Hoffman said it is time for renewal of the county's electric contracts for county owned facilities. She said the current contract is with Dynegy at the rate of 0.04888 per kilowatt hour, which ends in May, 2021. Ms. Hoffman said they will send out a Request for Proposal to multiple suppliers, after which they will evaluate the proposals and then make a recommendation to the Board. She said in addition to the county's load, there will be five other communities, counties or cities in that RFP. Ms. Hoffman said they will have the prosecutor review contracts for the top three proposals selected and one will be chosen. She said some townships or villages left the program two years ago, but they will reach out to all of the villages and townships and let them know they are going out for the RFP and to keep them in the loop about the program. Ms. Hoffman said the RFP is scheduled to go out in November. Mr. Bittle asked if there are many people that elect to opt out of this program. Ms. Hoffman said no, it's rare they opt out because many are already shopping on their own. She said anyone currently in the program gets an opt-out letter, or if they are just using the utility, they also get one.

Mr. Bittle asked how the new solar program will work if you are still in a contract for electrical aggregation. Ms. Hoffman said they are doing a long term hedge of 20-25% at a fixed rate for 20-25 years. She said they will still do a 2-3 year contract for the electrical RFP, and in the terms and conditions, they will require that 20% of the load is at the solar energy rate and 75% will be at the market rate, and it will be blended. Ms. Hoffman said there will be two options available, either at 100% market rate, or blended

