

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, June 8th, 2021, with Lenny Eliason presiding, Charlie Adkins and Chris Chmiel in attendance.

AGENDA

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

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS

Meeting Agenda for June 8, 2021 - Convenes at 9:30 a.m. (also via Zoom)

Approve Agenda

Approve Minutes from May 25 & June 1, 2021

Approve Appropriations, Transfers, New Line Items Requests/Changes

American Rescue Plan - U.S. Department of Treasury

Receipts:

Grants	041.2041.412500
Other	041.2041.41700

Expenditures:

Contract Services	041.3041.530100
Personnel	041.3041.532102
Supplies	041.3041.540100
Equipment	041.3041.550100
Other Expense	041.3041.560100

Approve Bills

09:30 Buckeye Elm, Brandon Markey - Tank Removal
 09:45 DJFS Dir. Jean Demosky - Contracts
 10:00 Laura Oibers, County Planner
 10:15 EMS - Amber Pyle
 10:30 US50 Sewer Weekly Updates, Supt. Rich Kasler

~ AGENDA ITEMS

Athens County Accounts - P3 Review for Renewal - (ratify Mr. Chmiel's signature)
 Records Center Manager position
 Clerk of Courts Payout /Transfer
 Lavelle - US50 Sewer Legal/Land bill for May
 Sheriff - Fairfield County Jail Contract
 DJFS - Surplus Bids
 Ohio Dept. of Rehabilitation & Correction Subsidy Grant
 Engineer Bid Advertisements - Chip/Seal & Motor Paving - June 29th - 10:00 & 10:00
 HAPCAP - ER paperwork, My Sisters Place Discretionary Targets / Environmental Review
 Resolution - American Recovery Funds
 Engineer - Authorize Mr. Eliason's signature on BMV Application for tags - 2014 Ford F-150
 Public Defender

S/A 184 N. Lancaster property Auction - discussion

~TRAVEL

Clerk of Courts
 Candy Russell, Sarah Poling, Kayla Frost - Summer Conference- June 15-18 - Berlin, OH

Recorder

Jessica Markins - ORA Summer Continuing Education Seminar - June 13-16 - Newark, OH

~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 May 25th and June 1st, 2021.

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: June 8, 2021 - Budget Transfers and Amendments.

American Rescue Plan - U.S. Department of Treasury

Receipts:

Grants	041.2041.412500
Other	041.2041.41700

Expenditures:

Contract Services	041.3041.530100
Personnel	041.3041.532102
Supplies	041.3041.540100
Equipment	041.3041.550100
Other Expense	041.3041.560100

(Copied to page 318).

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: 06/02/21 To: 06/08/21 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.

BUCKEYE ELM, BRANDON MARKEY - Tank Removal - Upper Parking Lot 130 S. Court St.

Discussion and proposal from Buckeye Elm, regarding the Tank removal in the upper parking lot and alley.

RE: Buckeye Elm Proposal for the UST Removal at 130 South Court Street.

Dear Mr. Gabriel,

June 2nd, 2021

Thank you for the opportunity to provide a proposal for the above referenced project. Buckeye Elm prepared this proposal in accordance with information provided by Athens County via email and phone conversations. We understand Athens County would like a price to remove one (1) 3,000-gallon diesel UST. Based on the request for pricing and Buckeye Elm's experience with tank removals, we propose the following:

Scope of Work

1. Obtain BUSTR permits for the UST closure.
2. Coordinate public and private utility locates.
3. Coordinate a licensed UST inspector for oversight per BUSTR regulations.
4. Mobilize all labor and equipment to the site to perform the services described in the proposal. This proposal includes one mobilization and one demobilization.
5. Remove asphalt and concrete surfaces necessary to remove the UST.
6. Excavate to the top of the tanks and with a vacuum truck remove, transport & dispose of the contents assumed to be diesel gas.
7. Clean tank, remove, transport, and dispose of rinse water generated from tank cleaning.
8. Excavate and stockpile soils around the tank as required by BUSTR regulations.
9. Flush and grout the product lines for closure in place.
10. Remove the UST and the associated day tank then load, transport and properly dispose.
11. Provide sampling and closure report.
12. Buckeye Elm assumes 48-hour turnaround will be performed on the stockpiled soils.
13. Assuming a clean closure for pricing purposes, use the stockpiled soils and imported #304 aggregate to backfill the tank vault.
14. Provide surface restoration to the backfilled tank excavation area.
15. Demobilize all labor and equipment.

Pricing Table – UST Closure

Task	Quantity	Unit	Unit Price	Total
Mobilization/Demobilization	1	EA	\$2,825.00	\$2,825.00
Permits and Inspections	1	LS	\$1,200.00	\$1,200.00
Closure Report & Sampling	1	LS	\$12,500.00	\$12,500.00
Crew & Equipment	4	DAY	\$3,165.00	\$12,660.00
Vacuum Truck	10	HOURLY	\$125.00	\$1,250.00
Petroleum Contaminated Liquid transportation and disposal	300	GAL.	\$0.90	\$270.00
Import #304 Gravel Backfill (for tank voids)	30	TON	\$48.00	\$1,440.00
TOTAL				\$32,145.00
Additional Pricing If Encountered				
Petroleum Contaminated Soil transportation and disposal	1	TON	\$50.00	TBD

BUCKEYE ELM / APPROVE QUOTE FOR TANK REMOVAL

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the above quote from Buckeye Elm, Brandon Markey for the Tank removal in the upper parking lot/alley at 130 South Court Street, Mr. Markey will send a contract to the Commissioners. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

DJFS DIRECTOR, JEAN DEMOSKY - CONTRACTS / MISC. AGENDA ITEMS**COMMISSIONERS**

6-8-21

ACDJFS**1. Contracts**

- a. Hopewell - Transportation
- b. Athens County Clerk of Courts
- c. Biennial Subgrant w/ DJFS Medicaid

2. Back to School Bash - They are currently accepting all and any donations.

- a. July 22 - Market on State Drive By
- b. Vaccination Clinic
- c. Feeding Site - HAPCAP
- d. Walmart Donation hats & gloves
- e. WOUB Backpacks
- f. Holzer Hygiene Kits
- g. Hair Cuts

3. Bids for Paving? - ODOT Driveway approved. The Clerk will double check on Bid requirements & email Ms. Demosky.**4. Personnel**

- a. Resignation - See motion below.
- b. Arbitration Decision

Director Demosky asked for an Executive Session.

EXECUTIVE SESSION - DJFS Dir. Jean Demosky

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 9:41 with DJFS Dir. Jean Demosky and Marc Fishel, Atty., Fishel, Downey, Albrecht & Riepenhoff, to discuss discipline of a public employee.

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 9:54.

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

~ Discussion regarding arbitration decision. No action at this time.

DJFS HOPEWELL TRANSPORTATION CONTRACT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Contract between ACDJFS and Hopewell Health Centers, Inc., as recommended by DJFS Director, Jean Demosky:

Athens County Job & Family Services**Contract Agreement**

This CONTRACT made and entered into on the ____ day of ____ 2021, by and between the Athens County Department of Job and Family Services (hereinafter referred to as ACDJFS) and the Hopewell Health Centers, Inc., (hereinafter referred to as CONTRACTOR) [Contact information: Mark Bridenbaugh, 90 Hospital Drive, Athens, OH 45701, (740) 594-5045. 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 Non-Emergency Transportation Services for Medicaid eligible individuals, 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 07/01/2021 to and including 06/30/2022 unless otherwise terminated. Upon mutual agreement, this CONTRACT may be extended or renewed for up to one additional one-year period.

CONTRACT PRICE: ACDJFS shall pay to CONTRACTOR the sum on the monthly Title XIX Medicaid Transportation Report 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 Two Hundred Thirty-Two Thousand, Two Hundred Seventy-One and Forty-Five One Hundredth dollars (\$232,271.45). Copy of Agreement 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 - ATHENS COUNTY CLERK OF COURTS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Contract Amendment as recommended by DJFS Director, Jean Demosky:

Ohio Department of Job and Family Services**IV-D CONTRACT AMENDMENT**

The Athens County Child Support Enforcement Agency (CSEA) and The Clerk of Courts hereby agree to amend the IV-D Contract, as contained in the JFS 070 18 (IV-D Contract) and other JFS IV-D contract forms or documents which are incorporated by reference herein, which became effective on 03/23/2021 and are referred to as ODJFS Contract Number 05210101.

Nothing in this IV-D Contract Amendment shall be construed contrary to state or federal laws and regulations.

The CSEA or Contractor may modify the language in this IV-D Contract Amendment provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to the Office of Child Support (OCS), and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract Amendment without the agreement of both parties to the IV-D Contract Amendment and acceptance from OCS, the modified IV-D Contract Amendment will have no force or effect of law.

The IV-D Contract effective dates are: 01/01 /2021 to 12/31/2021 . The IV-D Contract Amendment, if applicable, effective dates are: 01/01/2021 to 12/31/2021. Total Value: \$ 172,289.45 (additional \$118,848.09). Full Contract 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.

DJFS / 2022/2023 BIENNIAL SUBGRANT AGREEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the 2022/2023 Biennial Subgrant Agreement as recommended by DJFS Director, Jean Demosky:

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-2223-11-6898

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM"), and the Athens County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101 .21 , and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Athens County for the operation of the Athens county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all child support enforcement agency (CSEA) duties. It is not applicable to subawards relating to any duties assigned to a public children services agency (PCSA); nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141 , the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

This Subgrant Agreement will be in effect from July 1, 2021 , through June 30, 2023, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date. Full copy of Agreement on file in Commissioner's Office.

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

DJFS - ACCEPT RESIGNATION OF COURTNEY ERVIN

A motion was made by Mr. Chmiel and seconded by Mr. Adkins accepting the resignation of Courtney Ervin as recommended by DJFS Director, Jean Demosky.

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

LAURA OLBERS COUNTY PLANNER - UPDATES

The following updates were given by Planner Laura Olbers:

Chauncey Bikeway Extension - Pennoni & Terracon are working on updating the plans and designs to reflect the requirements by ODOT's geotechnical team, should have them by July 9th. Regarding the parcels that are now, not being donated, at some point they will need to have appraisal review, outside the contract between the County and ODOT, it will have to be a third party.

With the redesigning , she is hopeful that with the re design, it will cut construction costs lower than what is was believed to be.

Mr. Adkins asked about Savannah Park boat ramp - Planner Olbers stated that they are still waiting for the EPA Hazard Mitigation to go through. Bob Eichenberg is working on this and checking on a letter of support needed from the Hocking River Commission to the EPA.

EMS - Assistant Chief Amber Pyle - Employee positions filled

New employee positions filled recently

Ronald McWilliams - Part time, Floater position at Athens

Laura Berry - Temporary Paramedic position in Nelsonville.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept the above mentioned new hire positions as recommended by EMS Assistant Chief Amber Pyle.

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

~ Assistant Chief Pyle stated that Deputy Chief Tami Wires will be taking over responsibilities of the Captain position in Nelsonville for now, during this six month time frame.

EMS - DISCIPLINE AGREEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept the proposed agreement of discipline, from Legal Attorney, Jeff Stankunas, for EMT Swanger and EMT Dunlevy as follows:

EMT Swanger - One (1) day, 24 hour, working suspension to be served at the employer's discretion.

EMT Dunlevy - Two (2) days, 48 hour, working suspension to be served at the employer's discretion.

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

ATHENS COUNTY ACCOUNTS - P3 REVIEW FOR RENEWAL - (RATIFY MR. CHMIEL'S SIGNATURE)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Mr. Chmiel's signature on the AEP Energy / SOPEC, P3 Renewal, for Athens County Accounts.

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

RECORDS CENTER MANAGER POSITION - Hire Shari Gabriel

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to hire Shari Gabriel, for the Records Center Manager position, at \$24.00 an hour. Starting date: June 10th, 2021.

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

CLERK OF COURTS PAYOUT / TRANSFER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the payout / transfer as requested by Clerk of Courts for employee, Debbie Brookins, in the amount of \$4,033.45.

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

LAVELLE - US50 SEWER LEGAL/LAND BILL FOR MAY

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Lavelle US50 Legal/Land Bill for the month of May, to be submitted to USDA for payment, in the amount of \$2,495.00.

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

SHERIFF - FAIRFIELD COUNTY JAIL CONTRACT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Fairfield County Jail Contract between Athens County and the Fairfield County Jail, as recommended by the Sheriff's Dept.

CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNTY JAIL BETWEEN FAIRFIELD COUNTY AND ATHENS COUNTY

WHEREAS, this contract is made this day of , 2021, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, ("Fairfield BCC"), the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, (the Fairfield Sheriff), and the Athens County Board of Commissioners, located at 15 S. Court St., Athens, Ohio 45701 ("the Athens BCC") and the Athens County Sheriff, located at 13 W. Washington St., Athens, Ohio 45701 ("Athens Sheriff").

WHEREAS, the Athens BCC and the Athens Sheriff has the necessity and the need to house its prisoners elsewhere on a temporary basis beginning 2021;

WHEREAS, Athens BCC and the Athens Sheriff have reached out to the Fairfield BCC and Fairfield Sheriff to see if Fairfield County would be willing to house the Athens County Prisoners during this period by entering into a contract with the Fairfield BCC and the Fairfield Sheriff, pursuant to R.C. 341.23;

WHEREAS, Fairfield BCC and the Fairfield County Sheriff are willing to enter into a contract pursuant to R.C. 341.23 so long as certain housing parameters are agreed upon;

WHEREAS, this Agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Fairfield Board, the Fairfield Sheriff and the Athens Board and Athens Sheriff for the term hereinafter set forth.

In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The Fairfield BCC and the Fairfield Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:

a.) Athens County Prisoners who have been lawfully committed to custody by the Athens County Sheriff, or his deputies, via arrest or court order for any reason; and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing; and/or who are awaiting a trial and have not otherwise posted bail or been released by court order; and/or who serving a jail sentence after conviction except as provided in Paragraphs 2 through 12 below.

b. Persons incarcerated pursuant to subparagraph a. above shall be designated as "Athens County Prisoners" in this Agreement.

2. The Fairfield Sheriff hereby agrees to house no more than Twenty (20) Athens County prisoners at a time in the Fairfield County Jail commencing on __ _ 2021 and ending on . Of the Twenty (20) Athens County Prisoners Fairfield County will receive, five (5) of those twenty (20) Prisoners can be female.

3. Athens BCC agrees to pay Fairfield BCC and Fairfield Sheriff a per diem rate of \$ 80 per prisoner, per day. A day shall be calculated based on the number of meals served. If an inmate is in custody for 2 meal passes that shall constitute a

day. The Fairfield BCC and Fairfield Sheriff shall invoice the Athens Sheriff and Athens BCC a per diem rate of \$80 per each prisoner remaining. Such invoices shall be made the first of each month based on the number of prisoners held, the number of days held. Payment shall be made by the Athens County Sheriff to the Fairfield County Commissioners with the mailing address of 210 E. Main Street, Room 301, Lancaster, Ohio 43130. Said payment shall be applied to the Fairfield County General Fund. The Fairfield Sheriff reserves the right to return prisoners and refuse to accept additional prisoners if timely payment is not received.

4. Athens County Prisoners confined in the Fairfield County Jail shall be subject to the rules and regulations of the Fairfield County Jail, which apply to all the prisoners therein.

5. The Fairfield Sheriff may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious disease, contagious infections, sexually transmitted disease, mental illness, illness or injury that has not been treated prior to entry into the Fairfield County Jail.

6. The Fairfield Sheriff, at his sole discretion, may unilaterally refuse to receive Athens County Prisoner(s) or may return any Athens County Prisoner(s) for reasons including but not limited to the current Fairfield County Jail population, internal security conditions of the jail, or for any other reason that the Fairfield Sheriff deems pertinent at the time. If the Fairfield Sheriff opts to return or reject Athens County Prisoner(s) for any reason, the Fairfield Sheriff shall give verbal or electronic notice to the Athens County Sheriff and the Athens County Sheriff shall have no more than 24 hours to pick up the returned/rejected inmate(s).

7. The Athens BCC agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner, at any off-site medical facility, including doctor's fees, hospital charges, and prescription costs. Contacts with in-house medical staff, internal physician consultations/visits, will be covered under the agreed housing costs and no additional fees will apply.

8. The Athens Sheriff shall transport and provide security any time a prisoner must leave the Fairfield County Jail for any reason, unless a court orders that no transportation or security is needed. If the Fairfield Sheriff, via his deputies, transports a prisoner to and from the Fairfield County Jail under this Agreement, he shall submit the mileage to the Athens Sheriff for reimbursement as permitted under R.C. 341.23(C).

9. The Athens Sheriff shall bear the expense of the burial of a prisoner who dies in the Fairfield County Jail, if the body is not claimed for interment at the expense of friends or relatives.

10. No person under eighteen (18) years of age shall be received by the Fairfield Sheriff as a prisoner in the Fairfield County Jail.

11. The Athens BCC and Athens Sheriff agree that during the contract term, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of Fairfield County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.

12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, the Athens Sheriff specifically agrees to furnish to the Fairfield Sheriff, through the Fairfield County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Fairfield County Jail, the Athens Sheriff shall update the information as any change becomes known. The Fairfield Sheriff agrees that the Fairfield County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the Fairfield Sheriff, via his jail staff. In situations where no working telephone number is provided, the Athens Sheriff shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Fairfield Jail when such notification has been given to the victim and/or protected persons and shall furnish the date and time of day said notification has been made. The Athens Sheriff acknowledges that failure to comply with these notifications terms will result in the refusal by the Fairfield Sheriff to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

13. This Agreement may be terminated by either party during its term for any reason, by giving the other party a minimum of thirty (30) days written notice.

14. This Agreement shall be effective to

_____, with the option to renew for an additional specified term(s), upon mutual agreement of all of the parties.
Any alteration of contract shall result in the contract being null and void.

The parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above. Full copy of agreement on file in Commissioners Office. (Copied to pages 319- 321).
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

DJFS SURPLUS BIDS - GARAGE SURPLUS ITEMS - Acknowledge receipt of Bids

The following bids were received and opened by Mr. Adkins, for various surplus DJFS garage items, no minimum bid:

ITEM	BIDDER	BID AMOUNT
Craftsman 42" Lawn Sweeper(works)	Michael Perry	\$51.00
DR Power Grader (non working)	Michael Perry	\$51.00
DR Power Grader (non working)	Jeff Gabriel	\$165.00
Troybilt Zero Turn Mower (non working)	Ron Hawk	\$157.00
Troybilt Zero Turn Mower (non working)	Michael Perry	\$51.00
2012 Cub Cadet Mower (non working)	Jeff Gabriel	\$155.00
2012 Cub Cadet Mower (non working)	Michael Perry	\$51.00

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

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

DJFS SURPLUS BIDS - AWARDS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to award the following Bids to the highest bidders:

DR Power Grader (non working)	Jeff Gabriel	\$165.00
Craftsman 42" Lawn Sweeper(works)	Michael Perry	\$51.00
Troybilt Zero Turn Mower (non working)	Ron Hawk	\$157.00
2012 Cub Cadet Mower (non working)	Jeff Gabriel	\$155.00

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

~ The remaining items on the list are to be scrapped/destroyed - No Bids received for them.

Homelite Hedge Trimmer (non working)
John Deere LT180 mower - No Deck

Property Description

Model

Serial

Craftsman 42" Lawn Sweeper(works)	3118	468-242-11	\$51.00 Pd.
DR Power Grader - Non working	PGR 11532	165.00 Pd.	
Troybilt Zero Turn Mower Non-working	17AF2 ACP011	1K137620043	\$157.00 Pd.
Homelite Hedge Trimmer Non working	18023	HD0850541	
DR Power Grader (non working)	11532	268445247	
2012 Cub Cadet Mower (non working)	13WF93AT010	1D212430100	
2012 Cub Cadet mower - Non working	13WF93 AT 010	1D212-4-30100	\$155.00 Pd.
John Deere LT180 mower - No Deck		M0L180T014857	

US50 SEWER WEEKLY UPDATES, W&S SUPT. RICH KASLER

Contract A - Fields - They will begin next week. New schedule with additional crew.

Contract E - D.V. Weber - Wonder Hills - Issues with water lines, mobilization and staking next week.

He has had discussion with Gary at DLZ, regarding contingency fund. He would like to wait until around the middle of June to see where they are at. They are starting to encounter rock.

Contract C - Fields - Still working in United Lane area. They are maintaining traffic well in those locations.

Contract B - TAM - Rolling Hills area - They are doing taps there, back to one crew now, hopefully 2 crews next week.

DLZ is currently working on finalizing the contract with TAM on phase 5, should be finalized within the next few weeks and have a pre construction meeting with them.

Mr. Adkins discussed the Lavelle legal payment, his involvement, and had questions regarding the Country Club and possible additional taps and new development. Mr. Kasler replied that after discussion with Mr. Silcott, DLZ, he stated that if it is on new infrastructure, that is already designed, he can redesign in that area, then they could possibly be included now. If it is over and beyond, it will be treated as any new development and go through the normal extension process. Mr. Silcott will get more information from them on this possible new development and get back with Mr. Kasler and the Commissioners.

Helen King asked about the situation on Stagecoach Road. Mr. Kasler replied that they are scheduled to go back later this Summer, the Contractor is currently working with the Engineer to come up with solution in that area.

OHIO DEPARTMENT OF REHABILITATION & CORRECTION SUBSIDY GRANT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following ODRC Subsidy Grant:

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR 407
COMMUNITY-BASED NON-RESIDENTIAL
CORRECTIONS PROGRAMS**

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS

PROGRAMS NON-RESIDENTIAL PROGRAMS (hereinafter referred to as this Agreement) pursuant to authority in Sections 5 149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 4545 Fisher Road Suite D, Columbus, Ohio 43228 and Athens County (hereinafter referred to as Grantee), located at 1 South Court St., 3rd floor, Athens, Ohio, 45701. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of up to Seventy-Six Thousand dollars (\$76,000.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$9,500.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 31-6400063. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
PSI	407 -PSI-2022/23-AppAthenCPAPD-00069	\$76,000

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).

B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.

2. Term: This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2023. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement. Full Agreement on file in Commissioners Office.

(Copied to pages 322-323).

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

ENGINEER BID ADVERTISEMENTS - CHIP/SEAL & MOTOR PAVING - JUNE 29TH 10:00 & 10:10

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Engineer Bid Advertisements as recommended by the Engineer's Department:

ADVERTISEMENT FOR BIDS

Sealed bids for the ATH-CHIP SEAL 2021 project will be received by the Board of County Commissioners of Athens County, Ohio, at their office, 15 S. Court Street, Athens Ohio 45701 until 10:00 a.m., Prevailing Local Time on the 29th day of June, 2021 and at that time and place will be publicly opened and read aloud. All bids will be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of chip sealing various roads in Athens County and applying fog seal. The Engineer's Estimate of Construction Cost for the project is \$350,000.

Copies of the Construction Plans, Bidding Forms, and Specifications on the Unit Price Contract may be purchased from the Office of the Athens County Engineer, 16000 Canaanville Rd, Athens, Ohio 45701 during regular business hours (7:00 a.m. to 3:30 p.m. Monday through Friday). A non-refundable fee of \$30.00 will be charged for copies mailed or picked up by prospective bidders.

Legal notice and bid documents are also posted on the internet at www.athenscountyengineer.org under the "Bids/RFPs" heading.

Each bid shall have filed with it a bid guaranty in the form of a certified check, cashier's check, or letter

of credit revocable only at the option of Athens County in an amount equal to 10% of the bid or a bond in accordance with division (B) of Section 153.54 of the Revised Code.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The project has a completion date of September 17, 2021.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

Bidders must comply with the prevailing wage rates on Public Improvements in Athens County as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

The Board of County Commissioners of Athens County, Ohio reserves the right to reject any and/or all bids and to waive informalities as may be in the best interest of Athens County.

Jeff Maiden, P.E., P.S.
Athens County Engineer
Advertising dates: 6/12/21, 6/19/21

ADVERTISEMENT FOR BIDS

Sealed bids for the ATH-MOTOR PAVING 2021 will received by the Board of County Commissioners of Athens County, Ohio, at their office, 15 S. Court Street, Athens Ohio until 10:10 a.m., Prevailing Local Time on the 29th day of June, 2021 and at that time and place will be publicly opened and read aloud. All bids will be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of motor paving CR36-Hooper Ridge Rd, CR65-Vanderhoof Rd, and CR85-Big Run Rd in Athens County. The Engineer's Estimate of Construction Cost for the project is \$ 620,000.

Copies of the Construction Plans, Bidding Forms, and Specifications on the Unit Price Contract may be purchased from the Office of the Athens County Engineer, 16000 Canaanville Rd, Athens, Ohio 45701 during regular business hours (7:00 a.m. to 3:30 p.m. Monday through Friday). A non-refundable fee of \$30.00 will be charged for copies mailed or picked up by prospective bidders.

Legal notice and bid documents are also posted on the internet at www.athenscountyengineer.org under the "Bids/RFPs" heading.

Each bid shall have filed with it a bid guaranty in the form of a certified check, cashier's check, or letter of credit revocable only at the option of Athens County in an amount equal to 10% of the bid or a bond in accordance with division (B) of Section 153.54 of the Revised Code.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The project has a completion date of September 17, 2021.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

Bidders must comply with the prevailing wage rates on Public Improvements in Athens County as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

The Board of County Commissioners of Athens County, Ohio reserves the right to reject any and/or all bids and to waive informalities as may be in the best interest of Athens County.

Jeff Maiden, P.E., P.S.
Athens County Engineer
Advertising dates: 6/12/21, 6/19/21

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

HAPCAP - ER PAPERWORK, My Sisters Place Discretionary Targets / Environmental Review

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing Commissioner Eliason's signature on the HAPCAP Certification of Determination of Subsequent Exemption For A Categorical Exclusion Project.

The County of Athens requests that the State of Ohio release Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following projects:

Activity Name	Location	Activity #	Activity Amount	Grant Agreement
My Sister's Place Acquisition	154 East State St. Athens, Ohio 45701	2-1	\$280,000 CDBG	B-0-20-1 AE-4

An Environmental Review Record (ERR) has been prepared for each of the projects listed above by the County of Athens. The environmental review records are on file and available for the public's examination and copying, upon request, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday (except holidays) at the address listed below.

Pursuant to the review, it is the finding of County of Athens that the above listed projects were initially

determined to be categorically excluded per 24 CFR 58.35 (a) (1 - 6), and in compliance with the applicable requirements of 24 CFR 58.6. Upon completion of the items in the Statutory Checklist, the County of Athens has determined that there are no circumstances which require compliance with any other Federal laws and authorities cited in 24 CFR 58.5.

The above listed projects do not require an environmental impact statement or environmental assessment. No extraordinary circumstances exist for the projects. Therefore, pursuant to 24 CFR 58.34 (a) (1 2), the above projects can subsequently be determined to be exempt.

The environmental review was conducted by:

Nathan Simons, Community Development Coordinator
Hocking. Athens. Perry Community Action
3 Cardaras Drive, PO Box 220
Glouster. OH 45732

I, as certifying officer, certify the accuracy of these statements:

Lenny Eliason, President
Athens County Commissioners
15 S. Court St.
Athens, OH 45701

(Copied to page 324).

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

RESOLUTION - AMERICAN RECOVERY FUNDS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Resolution requesting the Auditor to establish the American Recovery Fund.

Resolution No. 608-113

Title: Establishment of American Rescue Plan Act Fund

Summary/Background: The American Rescue Plan Act of 2021 (Pub. L. No. 117-2) (ARP), a \$1.9 trillion economic COVID-19 stimulus package, was signed into law on March 11, 2021. ARP provides additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. As part of this package, \$350 billion in additional funding is being provided to state and local governments, as well as additional funding for other areas including, but not limited to, education, rental assistance and transit.

This resolution authorizes the establishment of the American Rescue Plan Act Fund.

Budget Impact: N/A

Statutory Authority/ORC: ORC 149 and Generally Accepted Accounting Principles

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Athens County, Ohio, that:

Section 1. They hereby authorize the Auditor to establish Fund 041 American Rescue Plan.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.

Signed this 8th day of June, 2021.

Lenny Eliason, President

Chris Chmiel

Charlie Adkins

(Copied to page 325).

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

~ The Clerk stated that the Auditor's office is working on a power point presentation of the Bill for next week's meeting.

ENGINEER - Authorize Mr. Eliason's Signature on the BMV Application for Tags - 2014 Ford F-150

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Mr. Eliason's signature on the BMV Application form for the Engineer's Department vehicle purchase, 2014 Ford F-150 - Vin# : 1FTFX1CT8EKF80532.

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

PUBLIC DEFENDER - Further discussion on Contract next week

TRAVEL

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

Clerk of Courts

Candy Russell, Sarah Poling, Kayla Frost - Summer Conference- June 15-18 - Berlin, OH

Recorder

Jessica Markins - ORA Summer Continuing Education Seminar - June 13-16 - Newark, OH

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

SUSPEND / ADD TO AGENDA

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to suspend the rules and declare an emergency and add the following to the agenda: 184 N. Lancaster property - Auction discussion

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

AUCTION / 184 N. LANCASTER STREET PROPERTY

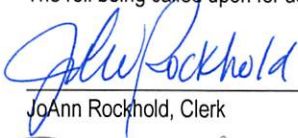
A motion was made by Mr. Chmiel and seconded by Mr. Adkins to hold an Auction for the 184 N. Lancaster property on Thursday, July 22nd, 2021, at the 184 N. Lancaster Street location, with all bids subject to owner consent, and authorize Mr. Eliason's signature on the Right to Sell Agreement. (Agreement copied to page 326).

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.

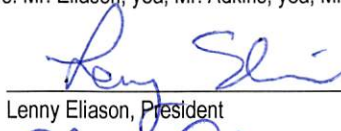
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.



JoAnn Rockhold, Clerk



Julie Brooks, Assistant Clerk



Lenny Eliason, President



Chris Chmiel, Vice-President



Charlie Adkins

Athens County
BUDGET TRANSFERS AND AMENDMENTS

1
bgmdent

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

REV. 12-2010

COMMISSIONERS:

JOURNAL

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ATHENS COUNTY,

June 8, 2021

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~~JUN 07 2021~~

Jill Thompson
Athens County Auditor

Cindi Yues
Deputy Auditor Signature

10.7 2021

Date _____


County Commissioner

Date 6/7/21

10.8.7

Date _____

P-1

**CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNTY JAIL
BETWEEN FAIRFIELD COUNTY AND ATHENS COUNTY**

WHEREAS, this contract is made this day of June, 2021, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, (Fairfield BCC), the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, (the Fairfield Sheriff), and the Athens County Board of Commissioners, located at 15 S. Court St., Athens, Ohio 45701 (The Athens BCC) and the Athens County Sheriff, located at 13 W. Washington St., Athens, Ohio 45701 (Athens Sheriff).

WHEREAS, the Athens BCC and the Athens Sheriff has the necessity and the need to house its prisoners elsewhere on a temporary basis beginning 2021;

WHEREAS, Athens BCC and the Athens Sheriff have reached out to the Fairfield BCC and Fairfield Sheriff to see if Fairfield County would be willing to house the Athens County Prisoners during this period by entering into a contract with the Fairfield BCC and the Fairfield Sheriff, pursuant to R.C. 341.26;

WHEREAS, Fairfield BCC and the Fairfield County Sheriff are willing to enter into a contract pursuant to R.C. 341.23 so long as certain housing parameters are agreed upon;

WHEREAS, this Agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Fairfield Board, the Fairfield Sheriff and the Athens Board and Athens Sheriff for the term hereinafter set forth.

In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The Fairfield BCC and the Fairfield Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:
 - a.) Athens County Prisoners who have been lawfully committed to custody by the Athens County Sheriff, or his deputies, via arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing; and/or who are awaiting a trial and have not otherwise posted bail or been released by court order; and/or who are serving a jail sentence after conviction except as provided in Paragraphs 2 through 12 below.
 - b. Persons incarcerated pursuant to subparagraph a. above shall be designated as "Athens County Prisoners" in this Agreement.
2. The Fairfield Sheriff hereby agrees to house no more than Twenty (20) Athens County prisoners at a time in the Fairfield County Jail commencing on June 1, 2021 and ending on June 30, 2021. Of the Twenty (20) Athens County
 3. Athens BCC agrees to pay Fairfield BCC and Fairfield Sheriff a per diem rate of \$ 80 per prisoner, per day. A day shall be calculated based on the number of meals served. If an inmate is in custody for 2 meal periods that shall constitute a day. The Fairfield BCC and Fairfield Sheriff shall invoice the Athens Sheriff and Athens BCC a per diem rate of \$80 per each prisoner remaining. Such invoices shall be made the first of each month based on the number of prisoners held, the number of days held. Payment shall be made by the Athens County Sheriff to the Fairfield County Commissioners with the mailing address of 210 E. Main Street, Room 301, Lancaster, Ohio 43130. Said payment shall be applied to the Fairfield County General Fund. The Fairfield Sheriff reserves the right to return prisoners and refuse to accept additional prisoners if timely payment is not received.
 4. Athens County Prisoners confined in the Fairfield County Jail shall be subject to the rules and regulations of the Fairfield County Jail, which apply to all the prisoners therein.
 5. The Fairfield Sheriff may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious disease, contagious infections, sexually transmitted disease, mental illness, illness or injury that has not been treated prior to entry into the Fairfield County Jail.
 6. The Fairfield Sheriff, at his sole discretion, may unilaterally refuse to receive Athens County Prisoners) or may return any Athens County Prisoners) for reasons including but not limited to the current Fairfield County Jail population, internal security conditions of the jail, or for any other reason that the Fairfield Sheriff deems pertinent at the time. If the Fairfield Sheriff opts to return or reject Athens County Prisoners) for any reason, the Fairfield Sheriff shall give verbal or electronic notice to the Athens County Sheriff and the Athens County Sheriff shall have no more than 24 hours to pick up the returned/rejected inmate(s).
 7. The Athens BCC agrees to pay for any and all medical, surgical, dental, or optometry expenses incurred on behalf of a prisoner, at any of the medical facility, including doctor's fees, hospital charges, and prescription costs. Contacts with in-house medical staff, internal physician consultations, will be covered under the agreed housing costs and no additional fees will apply.
 8. The Athens Sheriff shall transport and provide security any time a prisoner must leave the Fairfield County Jail for any reason, unless a court orders that no transportation or security is needed. If the Fairfield Sheriff, via his deputies, transports a prisoner to and from the Fairfield County Jail under this Agreement,

he shall submit the mileage to the Athens Sheriff for reimbursement as permitted under R.C. 341.23(C).

9. The Athens Sheriff shall bear the expense of the burial of a prisoner who dies in the Fairfield County Jail, if the body is not claimed for interment at the expense of friends or relatives.
10. No person under eighteen (18) years of age shall be received by the Fairfield Sheriff as a prisoner in the Fairfield County Jail.
11. The Athens BCC and Athens Sheriff agree that during the contract term, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of Fairfield County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, the Athens Sheriff specifically agrees to furnish to the Fairfield Sheriff, through the Fairfield County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Fairfield County Jail, the Athens Sheriff shall update the information as any change becomes known. The Fairfield Sheriff agrees that the Fairfield County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the Fairfield Sheriff, via his jail staff. In situations where no working telephone number is provided, the Athens Sheriff shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Fairfield Jail when such notification has been given to the victim and/or protected persons and shall furnish the date and time of day said notification has been made. The Athens Sheriff acknowledges that failure to comply with these notifications terms will result in the refusal by the Fairfield Sheriff to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.
13. This Agreement may be terminated by either party during its term for any reason, by giving the other party a minimum of thirty (30) days written notice.
14. This Agreement shall be effective _____ to _____, with the option to renew for an additional specified term(s), upon mutual agreement of all of the parties.

Any alteration of contract shall result in the contract being null and void.

The parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

Steve Davis _____ Date _____

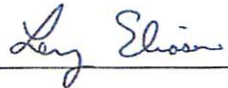
Jeff Fix _____ Date _____


Dave Levacy _____ Date _____

FAIRFIELD COUNTY SHERIFF

Alex Lape, Sheriff _____ Date _____

ATHENS COUNTY BOARD OF COMMISSIONERS

 _____ 6/8/21
Lenny Elfason _____ Date _____

 _____ 6-8-21
Chris Chmiel _____ Date _____

 _____ 6 8 21
Charlie Adkins _____ Date _____

Charlie Adkins

Date

ATHENS COUNTY SHERIFF

Rodney Smith

Sheriff Rodney Smith

6/3/21

Date

APPROVED AS TO FORM:

R. Kyle Witt, Fairfield County Prosecutor

Date

Keller J. Blackburn
KELLER J. BLACKBURN
ATHENS COUNTY PROSECUTOR6/4/21
Date

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

**FISCAL YEAR AGREEMENT FOR 407
COMMUNITY-BASED NON-RESIDENTIAL
CORRECTIONS PROGRAMS**

THIS FISCAL YEAR AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL PROGRAMS (hereinafter referred to as this Agreement) pursuant to authority in Sections 1149.30 to 1149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 4943 Fisher Road Suite D, Columbus, Ohio 43223 and Athens County (hereinafter referred to as Grantee), located at 1 South Court St., 3rd floor, Athens, Ohio, 45701. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 1149.31, RC 1149.32, and RC 1149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties have agreed as follows:

1. **Funds:** The Grantor awards to the Grantee the sum of \$5.15 in Severely-Six Thousand dollars (\$5,150.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$643.75, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantee's fiscal year until the Funds have been expended. The program's tax identification number is 31-640063. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

Program Name	Application Identifier	Amount
PEI	407-PEI-0022/03-Applicant/PAID-00069	\$76,000

407 OCA Grant Agreement FY 2020

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

- The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2931.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).
 - All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Corrections Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditures, this Agreement shall expire on June 30, 2023. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Corrections Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community based Non-Residential Facility Programs subunit (407) budget amount for Fiscal Years 2022 and 2023. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's application. The modified Funds shall be determined within the Grantor's sole discretion.
4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application (hereinafter referred to as Program Services) in response to Grantor's Community Corrections Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subunit. The Grantor's comprehensive plan is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change, or such reduction is approved, the Grantor may make appropriate changes in the Funds.
5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (7) of rule 11301-6-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

407 OCA Grant Agreement FY 2020

6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.

8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantor's Director of Program Services or designee shall be the final agent to act on behalf of the Grantee and be responsible for fund oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

9. **Local Funds:** RC 1149.33 prohibits a Grantee from reducing local funds to expend for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (2) of OAC rule 11301-6-07.

10. **Program Evaluation:** Pursuant to RC 1149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:

- Statistical records** in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, and termination data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and management data at time intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
- Quarterly Financial Reports and a Year-end Financial report.** The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (2) of OAC rule 11301-6-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30th, 2023 (FY '23-24).

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C. **Four (4) performance reports** shall be completed by the Grantee according to the below schedule which indicates the Grantor's performance of Program Services specific to established outcome goals. The Grantor's level of achievement of these goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle.

a. Period One - July 1, 2021 to December 31, 2021	Due Date - January 31, 2022
b. Period Two - January 1, 2022 to June 30, 2022	Due Date - July 31, 2022
c. Period Three - July 1, 2022 to December 31, 2022	Due Date - January 31, 2023
d. Period Four - January 1, 2023 to March 31, 2023	Due Date - April 30, 2023

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

11. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, particularly RC 1149.31, RC 1149.32, RC 1149.33, and RC 1149.34. The Grantee shall comply with the rules of OAC Chapter 11201-6 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced, or this Agreement terminated by the Grantor if either of the following circumstances applies:

- The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantor's grant application; or
- There is a financial or fiscal audit disallowance involving misuse of Funds.

The Grantor's reasons for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than thirty (30) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Deputy Director of Grant and Community Services. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and making the reasons for the disapproval.

12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily accept any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

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Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120.1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120.1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the "Community Based Correction Act Program Grant Approval" letter that such Funds are available to Grantee.
17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.

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20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

26. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.

27. **Extension of Expenditure Period:** ODRC may extend the expenditure period if a large amount of funds remain unspent at the end of the fiscal year due to unforeseeable circumstances. Unforeseeable circumstances include, but is not limited to, insurrection, riots, statewide health emergencies or depleted work force that is not caused by either party. Extension of the expenditure period will be communicated in a manner determined by ODRC.

28. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher GalliChristopher Galli, Chief
Bureau of Community SanctionsCynthia MausserCynthia Mausser
Deputy Director of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

Chris Chandel

County Commissioner Date

Chris Chandel 6-8-21

County Commissioner Date

Chris Chandel 6-8-21

County Commissioner Date

Ellen J. Robinson 6/1/21

County Executive Date

Prosecutor
Kellen J. Robinson

Mayor/City Manager Date



Development
Services Agency

**CERTIFICATION OF
DETERMINATION OF SUBSEQUENT EXEMPTION FOR A
CATEGORICAL EXCLUSION PROJECT**

The County of Athens requests that the State of Ohio release Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following projects:

<u>Activity Name</u>	<u>Location</u>	<u>Activity #</u>	<u>Activity Amount</u>	<u>Grant Agreement</u>
My Sister's Place Acquisition	154 East State St. Athens, Ohio 45701	2-1	\$280,000 CDBG	B-D-20-1AE-4

An Environmental Review Record (ERR) has been prepared for each of the projects listed above by the County of Athens. The environmental review records are on file and available for the public's examination and copying, upon request, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday (except holidays) at the address listed below.

Pursuant to the review, it is the finding of County of Athens that the above listed projects were initially determined to be categorically excluded per 24 CFR 58.35 (a) (1 - 6), and in compliance with the applicable requirements of 24 CFR 58.6. Upon completion of the items in the Statutory Checklist, the County of Athens has determined that there are no circumstances which require compliance with any other Federal laws and authorities cited in 24 CFR 58.5.

The above listed projects do not require an environmental impact statement or environmental assessment. No extraordinary circumstances exist for the projects. Therefore, pursuant to 24 CFR 58.34 (a) (12), the above projects can subsequently be determined to be exempt.

The environmental review was conducted by:

Nathan Simons, Community Development Coordinator

Hocking, Athens, Perry Community Action

3 Cardaras Drive, PO Box 220

Glouster, OH 45732

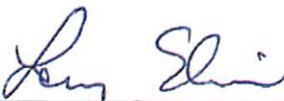
I, as certifying officer, certify the accuracy of these statements:

Lenny Eliason, President

Athens County Commissioners

15 S. Court St.

Athens, OH 45150

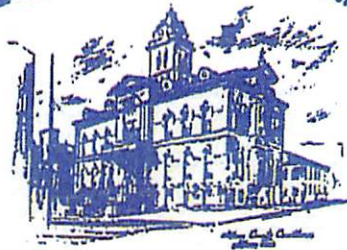


Signature of Certifying Officer

6/8/21

Date of Signature

Athens County Commissioners



Charlie Adkins
cadkins@athensoh.org
Chris Chmiel
echmiel@athensoh.org
Lenny Eliason, MPA
leliason@athensoh.org

15 South Court St.
Athens, Ohio 45701
(740) 592-3219
Visit us at our website:
co.athensoh.org

JoAnn Rockhold
Clerk/Admin. Assistant
jsikorski@athensoh.org
Telephone (740) 592-3292
Fax (740) 594-8010

Resolution No. 608-113

Title: Establishment of American Rescue Plan Act Fund

Summary/Background: The American Rescue Plan Act of 2021 (Pub. L. No. 117-2) (ARP), a \$1.9 trillion economic COVID-19 stimulus package, was signed into law on March 11, 2021. ARP provides additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. As part of this package, \$350 billion in additional funding is being provided to state and local governments, as well as additional funding for other areas including, but not limited to, education, rental assistance and transit.

This resolution authorizes the establishment of the American Rescue Plan Act Fund.

Budget Impact: N/A

Statutory Authority/ORC: ORC 149 and Generally Accepted Accounting Principles

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Athens County, Ohio, that:

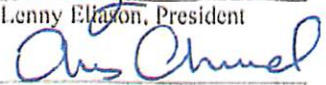
Section 1. They hereby authorize the Auditor to establish Fund 041 American Rescue Plan.


Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.

Signed this 8th day of June 2021.


Lenny Eliason, President


Chris Chmiel


Charlie Adkins



Ohio Real Estate Auctions, LLC EXCLUSIVE RIGHT TO SELL AGREEMENT

This Agreement is made and entered into this 20th day of May, 2021, by and between Athens County Commissioners and Ohio Real Estate Auctions, LLC, hereinafter referred to as "Broker".

WITNESSES

WHEREAS, the Broker is desirous of securing the services of the Broker for the purpose of selling real property and permanent improvements thereon, owned by Seller and further described as: 184 North Lancaster Street, Athens, OH (P Person)

WHEREAS, the Broker will sell and render services on behalf of the Seller in order to sell the above described property for a mutually agreed upon sale and reimbursement of certain costs, all as more specifically set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as the mutual benefit, advantage, or disadvantage to each of the parties hereto, the parties agree as follows:

1. **DATE OF AUCTION:** The auction sale of the above-described property shall be held on or about the 20th day of May, 2021.
☐ a.m. ☒ p.m. Location of the Auction: 184 North Lancaster Street, Athens, OH
2. **TERMS:** The above described property will be sold on the following terms: ☒ absolute ☐ with reserve. Payment will be ☒ cash on delivery of deed, ☐ owner financing (specify) ☐ other (specify) OWNER'S CHOICE. Other basic terms shall be as follows: AS IS

DEFINITIONS: "Absolute Auction" means an Auction in which real or personal property offered for Auction is sold to the highest bidder without reserve, without the requirement of competing bids of any type by the seller or agent of the seller, and where the seller may not withdraw the real or personal property from Auction once the Auction is opened and there is public solicitation or calling for bids. "Reserve Auction" means an Auction in which the seller or seller's agent reserves the right to establish a stated minimum bid or the right to reject or accept any or all bids, or to withdraw the real or personal property at any time prior to the completion of the Auction by the Auctioneer. All Auctions are to be with reserve unless it is explicitly stated otherwise in the contract and in the terms and conditions of the Auction. If auction is deemed absolute, seller affirms that they have a bona fide intention to transfer ownership of the property to the highest bidder.

3. **EXCLUSIVE RIGHT OF SALE:** The Broker shall have an "Exclusive Right to Sell" the above described property, from the date of the signing of this Agreement until 10 days after the auction. This period shall be irrevocable and assignable. Any sales of all or part of the above described property, made between the date of this contract and the expiration of the Exclusive Right of Sale after the Auction, whether said sale is made by the Broker, by the Auctioneer, by another Broker, by the Seller, or by any other Person, shall entitle Broker to a commission as set forth in this Agreement.

4. **EXTENSION:** If a contract to purchase is signed before this contract expires, the term hereof shall continue until the final disposition of said contract to purchase.

5. **REWARD FEE:** If a contract to purchase is accepted during the term of this agreement, the undersigned agrees to: ☐ pay a commission of 10 % of the contract price, or ☒ an amount equal to the 10 % buyer's premium, plus \$ 10000 for advertising and promotion. There shall be a minimum commission of \$ 10000. The undersigned further agrees that should the subject property be sold any time within 90 days of this contract expiration to a party that CREA has had contact with regarding the property, the undersigned will pay Broker the amount said commission or an amount equal to the buyer's premium on the gross sale price. If the auction contract price is not accepted, the undersigned agrees to reimburse Broker all costs of advertising and expenses not previously paid, plus a fee of \$ 10000 for the Broker's fee. ☐ equal to 10 % of the bid, or ☐ for services rendered.

6. **CO-OP:** If the purchaser of the property is represented by a licensed real estate agent/broker (including any agent associated with Ohio Real Estate Auctions, LLC), the seller agrees to a payment to buyer agent/broker in an amount up to 3 % of the ☐ opening bid, or ☒ high bid price. Said buyer agent/broker commission, in addition to the broker fee, is to be ☐ paid by seller or ☒ paid by Auction Firm, in accordance with Auction Firm's co-op policy, or ☐.

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Seller Initials EE

7. **ADVERTISING AND COSTS:** The promotional budget to ☒ be upon the signing of this agreement, or ☐ to be deducted from the gross sale proceeds.

8. **ADMINISTRATION:** The Auction Firm is to advertise and promote the property for sale. The seller understands the Broker to place a sign on the property. Seller agrees that all unpaid expenses and commissions shall be paid out of the proceeds from the auction before payment and satisfaction of any other debts or obligations. Seller agrees to allow Auctioneer to accept and acknowledge checks made out to the Auctioneer or to the Seller's agent. Auctioneer will notify seller of all checks received and will be responsible for any payments by check. Seller shall be responsible for any checks received by the Auctioneer.

9. **DEFERRED PAYMENT:** Seller agrees to pay the Broker's fee and commission on the date of the closing of the sale. If the sale is not completed by the date of the closing, the Broker's fee and commission shall be paid on the date of the closing of the sale.

10. **DOWN PAYMENT:** Seller is to provide a down payment to the Broker on the date of the closing of the sale. The down payment shall be paid to the Broker on the date of the closing of the sale. If the down payment is not paid by the date of the closing, the Broker's fee and commission shall be paid on the date of the closing of the sale.

11. **REAL ESTATE EXAMINATION:** It is the policy of the Ohio Real Estate Board, Division (C) of Section 612.02 of the Revised Code and the Public Real Estate Law, 43 U.S.C.A. 261, to require in real estate, except where the seller, owner, or other person is a natural person, to require the seller or owner to provide a written statement of the condition of the property to the buyer or prospective buyer. The seller or owner shall provide a written statement of the condition of the property to the buyer or prospective buyer. The seller or owner shall provide a written statement of the condition of the property to the buyer or prospective buyer. The seller or owner shall provide a written statement of the condition of the property to the buyer or prospective buyer.

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13. **COMMISSION AND COSTS:** The Broker's fee and commission shall be paid to the Broker on the date of the closing of the sale. If the sale is not completed by the date of the closing, the Broker's fee and commission shall be paid on the date of the closing of the sale.

14. **EXTENSION:** If a contract to purchase is signed before this contract expires, the term hereof shall continue until the final disposition of said contract to purchase.

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16. **CO-OP:** If the purchaser of the property is represented by a licensed real estate agent/broker (including any agent associated with Ohio Real Estate Auctions, LLC), the seller agrees to a payment to buyer agent/broker in an amount up to 3 % of the ☐ opening bid, or ☒ high bid price. Said buyer agent/broker commission, in addition to the broker fee, is to be ☐ paid by seller or ☒ paid by Auction Firm, in accordance with Auction Firm's co-op policy, or ☐.

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Seller Initials EE

17. **EXCLUSIVE RIGHT OF SALE:** The Broker shall have an "Exclusive Right to Sell" the above described property, from the date of the signing of this Agreement until 10 days after the auction. This period shall be irrevocable and assignable. Any sales of all or part of the above described property, made between the date of this contract and the expiration of the Exclusive Right of Sale after the Auction, whether said sale is made by the Broker, by the Auctioneer, by another Broker, by the Seller, or by any other Person, shall entitle Broker to a commission as set forth in this Agreement.

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