

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

**Agenda**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following agenda:  
Athens County Board of Commissioners  
Meeting Agenda for Tuesday, May 14, 2024 Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes April 30, 2024

Approve Appropriations, Transfers, New Line Items Requests/Changes, Then & Now's, & Bills

Fund to Fund Transfer: Athens Co 911 from: 593.3593.58100 Transfers Out to: 591.2591.422101 Transfers In  
Fund to Fund Transfer: W&S from: 603.3603.580100 Transfer Out to: 617.2617.422100 Transfer In  
Fund to Fund Transfer: Engineer from: 491.1300.580102 Bond Transfer to: 036.2036.422101 Transfers In  
Fund to Fund Transfer: Comm from: 001.1236.58900 Gen Trans Out GL to: 502.2502.422101 Chan ODOT Trans In

- 9:30 EMS Chief Amber Pyle - New Hires & Purchasing Policy
- 9:45
- 10:00 Mollie Fitzgerald - Enterprise Zone Agreement
- 10:15 Sarah Benton- Rural Action
- 10:30 W&S Supt Rich Kasler - weekly updates
- 10:45 Leslie Schaller - ACENET CDBG Application
- 11:00 Public Defender - Chase, Doug, Casey (Contract)
- 11:15
- 11:30 LUNCH

**Agenda Items**

- Amended Certificate
- Utility Permits
- W&S Extensions
- Port Authority Board Appointment
- Road Closing New Marshfield
- Trout's Electric Invoice for Jacksonville VFD Generator in the amount of \$29,500.00 to be paid with ARPA Funds
- Memorial Day Appropriation Application
- Auditor Surplus
- 317 Board Appointment
- Planning Commission Audit
- RFP Insurance Review

~TRAVEL

WIOA Joe Frazier; Grant Writing USA, Columbus, OH; 06/20-21

**ADJOURNMENT**

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

**Minutes**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the minutes for April 30, 2024.

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

**Appropriations, Transfers, New Line Items Requests/Changes, Then & Now's, & Bills**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes: Fund to Fund Transfer: Athens Co 911 from: 593.3593.58100 Transfers Out to: 591.2591.422101 Transfers In  
Fund to Fund Transfer: W&S from: 603.3603.580100 Transfer Out to: 617.2617.422100 Transfer In, Fund to Fund Transfer: Engineer from: 491.1300.580102 Bond Transfer to: 036.2036.422101 Transfers In, Fund to Fund Transfer: Comm from: 001.1236.58900 Gen Trans Out GL to: 502.2502.422101 Chan ODOT Trans In and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 05/07/2024 To: 05/09/2024 and INVOICE TRACKING REPORT - From: 05/09/2024 To: 05/14/2024 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. Chmiel, yea; Mr. Adkins, yea.

**EMS Chief Amber Pyle - Resignations**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept the resignations for Caleb Gonterman & Bradley Reynolds effective immediately.

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

**EMS Chief Amber Pyle - New Hires**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following Part Time New Hires as requested by Chief Amber Pyle:

- EMT Bruce Hawley with a pay rate of \$14.55 and a start date of May 14, 2024
- EMT Kaylee Fouts with a pay rate of \$14.55 and a start date of May 14, 2024
- EMT Felicia Guajardo with a pay rate of \$14.55 and a start date of May 14, 2024
- Paramedic Adena Graham with a pay rate of \$17.62 and a start date of May 14, 2024

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

**EMS Chief Amber Pyle - Purchase Policy**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Purchasing Policy as recommended by Chief Pyle.

<b>STANDARD OPERATING GUIDELINES</b>	
SOG Number:	7-87
Effective Date:	
Review Date:	
<b>Purchasing policy</b>	
<b>APPROVAL:</b> <ul style="list-style-type: none"> <li>• Amber Pyle, Chief of Emergency Medical Services</li> <li>• Lenny Eliason, Athens County Commissioner</li> <li>• Charlie Adkins, Athens County Commissioner</li> <li>• Chris Chmiel, Athens County Commissioner</li> </ul>	
<i>This outline as written or revised becomes an official operating guideline on the effective date noted above. This guideline supersedes all previous guidelines that relate to this subject.</i>	

Athens County EMS desires to purchase amenity food and drink for employees on occasions such as retirement ceremonies, long overtime shifts, certain holidays, for employees and guests routinely, and for meetings in or sponsored by our department.

Athens county EMS furthermore desires to purchase length of service awards, IE plaques for every 10 years of service at Athens County EMS. A retirement award if the member has worked 25 years or more with Athens County EMS, and a venue for activities.

These purchases are at the discretion of the Athens County EMS Chief, who is the appointed authority for the department.

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

**EMS Chief Amber Pyle - Updates**

Chief Pyle stated that she has talked with T.L about the union wanting to put a storage building at 21 Kenny Dr, T.L. had some questions and he is still waiting on the Union President to get back with him. Their working on a lease for \$1.00 for 10 years, T.L. wanted to know who the ownership was, where they are putting it, and how long they expected it to be there.  
EMS Week is next week, starts May 19-25, 2024.

**EMS Chief Amber Pyle - Compliance Manager**

Chief Pyle offered the Full Time Compliance Manager position to Captain Gerald Carter, he will start May 20, 2024 with a pay rate of \$32.75/hr. Full job description on back of page 198.

**Amended Certificate**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the Amended Certificate, dated May 14, 2024 prepared by Jill Davidson, Athens County Auditor.

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

**Utility Permits**

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

Permit No. 24-545

From: AEP  
38831 SR 7  
Reedsville, Ohio 45772

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

Location of work: County Rd #: 59 & 58 County Rd Name: Ireland Rd & Frost Rd  
Description of Work: Electric  
Type of Installation: Overhead Line Parallel to Rd, Overhead Line Crossing Rd, Utility Pole Installation, & Fiber Optic Line

Estimated Project Schedule:

Agreed to by: /s/ Clarke Saunders, AEP

Athens County Commissioners

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

/s/Jeff Maiden, Athens County Engineer

Permit No. 24-548

From: AEP  
38831 SR 7  
Reedsville, Ohio 45772

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

Location of work: County Rd #: 107 County Rd Name: Burr Oak Rd  
Description of Work: Electric  
Type of Installation: Overhead Line Parallel to Rd, Utility Pole Installation, & Fiber Optic Line

Estimated Project Schedule:

Agreed to by: /s/ Clarke Saunders, AEP

Athens County Commissioners

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

/s/Jeff Maiden, Athens County Engineer

Permit No. 24-549

From: SCVWD  
15945 Second Street  
Millfield, Ohio 45761

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

Location of work: County Rd #: 28 County Rd Name: McDougal Rd  
Description of Work: Water  
Type of Installation: Underground (buried) Line Crossing Rd

Estimated Project Schedule: 05/15/24 - 05/15/24

Agreed to by: /s/ Mandy Spencer, SCVWD

Athens County Commissioners

/s/ Lenny Eliason

/s/ Chris Chmiel



Athens County Emergency Medical Services  
21 Kenny Drive, Athens OH 45701  
740.764.4051  
fax 740.764.4094  
online at [www.acems.org](http://www.acems.org)



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## Job Description: Compliance Manager

Updated May 7<sup>th</sup>, 2024

### OVERVIEW:

The Compliance Manager is a(n) administrative position within the Athens County EMS. This position oversees record keeping for medical billing to ensure compliance with the Center for Medicare and Medicaid Standards (CMS), the regulating body for insurance billing, also maintains contact with the EMS billing agency, the Ohio Attorney General's office and other agencies involved in collection of money for services provided to Athens County EMS.

**This position reports directly to the Chief or Assistant Chief. This is a 40 hour a week, administrative salaried position with flex scheduling. Some night and weekend work hours may be necessary.**

The Athens County Board of Commissioners has the final authority to accept the candidate and confirm the appointment.

### ESSENTIAL DUTIES:

*These essential duties are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

- Report to the EMS Chief or Assistant Chief on a regular basis and on all items of mutual concern.
- Cross reference all 911 requests for service with ePCR data to ensure all calls have been billed.
- Monitor contracted billing services to ensure a positive cash flow and work to mitigate and resolve any problems, issues or concerns that may arise.
- Coordinate all patient, legal and insurance company requests for billing assistance.
- Maintain an active and positive working relationship with the Athens County EMS Medical Director and helps facilitate the direction and oversight desired by the medical director.
- Compiles reports and performs data analysis on EMS runs and department operations.
- Training other in the duties that you do in your position.
- Perform other job duties as assigned.

### KNOWLEDGE, SKILLS, AND ABILITIES:

- Basic knowledge of currently accepted medical billing practices and requirements.
- Knowledge of agency policies, procedures, past practice, and regulations.
- Knowledge of modern EMS methods and the ability to apply this knowledge to varied problems.
- Ability to communicate effectively both orally and in writing.
- Ability to interact effectively with the public and staff.

### MINIMUM QUALIFICATIONS:

- A currently certified and functioning Ohio Paramedic.
- Previous experience in medical billing is preferable

### SPECIAL REQUIREMENTS:

- Possession and maintenance of a valid Ohio driver's license.
- Must be able to pass a criminal background check and driving record check.
- May be sent to trainings to further your knowledge with billing and compliance duties.

/s/ Charlie Adkins  
/s/Jeff Maiden, Athens County Engineer

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

**W&S Extensions**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by Ryan Forrest for monies owed to the Athens County Water and Sewer District for water and sewer service, the total amount due is \$70.98 with \$19.74 to be paid by 05/10/24. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an agreement as requested by Crystal Cole for monies owed to the Athens County Water and Sewer District for water and sewer service, the total amount due is \$1206.95 with a past due amount of \$300.00 to be paid by 06/01/24 \$302.32, 07/01/24 \$302.32, 08/01/24 \$302.31. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

**Port Authority Board Appointment**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge the resignation of Dominick Brook from the Port Authority Board:  
May 21, 2024

Dominick H.F. Brook  
14885 Mercia Lane  
Logan, Ohio 43138

Dear Mr. Brook:

The Board of Athens County Commissioners wish to thank you for serving as a member of the Athens County Port Authority. It is difficult to find good board members and your hard work and dedication will be missed.

Thank you once again for your service to the people of Athens County. We extend to you our best wishes.

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

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

**Road Closing New Marshfield**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Road Closing in New Marshfield for Southeastern Ohio Veterans Memorial Support Group to conduct the 77<sup>th</sup> Annual Memorial Day Services, May 27<sup>th</sup> at 10 a.m., Old State Route 56 to downtown New Marshfield will be closed while the parade is happening.

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

**Trout's Electric Invoice for Jacksonville VFD Generator in the amount of \$29,500.00 to be paid with ARPA Funds**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Trout's Electric Invoice for Jacksonville VFD Generator in the amount of \$29,500.00 to be paid with ARPA Funds.

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

**Memorial Day Appropriation Application**

This was already approved in a previous meeting, no action needed.

**Auditor Surplus**

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

Property Description	Model #	Serial #
Konica Minolta Copier	bizhub 501	

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

**317 Board Appointment**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to appoint Dr. Tom Davis to the 317 Board:  
May 21, 2024

Dr. Tom Davis  
30 N. May Ave  
Athens, Ohio 45701

Dear Dr. Davis:

The Board of Athens County Commissioners, in its regular session on May 21, 2024, appointed you to serve on the 317 Board. Your term begins July 1, 2024, ending June 30, 2028.

Thank you for being willing to serve the people of Athens County in this manner.

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

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

**Travel**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following travel:  
WIOA Joe Frazier; Grant Writing USA, Columbus, OH; 06/20-21

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

**Planning Commission Audit**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to authorized Commissioner Eliason to sign the engagement letter from the County Planning Commission for the Ohio State Auditor. Copy of the engagement letter on file in the Commissioners office.

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

**RFP Insurance Review**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to authorize the Administrator to write up the RFP for advertisement:  
INSURANCE AGENT REPRESENTATION TO NAVIGATE BID PROPOSALS 2025  
PROVIDE CONTENT EXPERTISE TO ASSIST INSURANCE COMMITTEE

The Board of Athens County Commissioners are accepting sealed **Request for Proposals** for Insurance Agent Representation. All proposals are to be received by the Athens County Commissioners at 15 South Court Street, Athens, Ohio 45701 until 3:00 P.M. June 10, 2024.

Please propose furnishing material, equipment, labor, and supervision to perform the following scope of work:

- \*Gather data and analyze current programs and contracts, including the 2025 CEBCO contract.
- \*Review and analyze the current Rx program, including evaluation of the prescription rebate program.
- \*Prepare RFPs for fully insured and self-funded options at the expiration of the current CEBCO contract (2025).
- \*Evaluate insurance proposals and present options to engaged county groups.
- \*Preliminary bids 4th quarter 2024 for current market check and analysis.

Proposals are due: June 10, 2024, at 3:00 PM. Proposals will be accepted via email to [jsikorski@athensoh.org](mailto:jsikorski@athensoh.org) or mailed to 15 S. Court Street, Room 234, Athens, Ohio 45701 prior to the proposal deadline of June 10, 2024, at 3:00 PM EST.

The Athens County Commissioners reserve the right to reject any and all bids.

By Order of the Athens County Commissioners  
Lenny Eliason, President  
JoAnn Rockhold, Clerk

Publish 5/25 and 5/28

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

**Mollie Fitzgerald - Enterprise Zone Agreement**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to sign the following Enterprise Zone Agreement for Lostro Ventures, LLC:

Charlie Adkins  
caadkins@athensohio.org  
Council  
council@athensohio.org  
S. Elason, MPA  
selason@athensohio.org



JoAnn Rockhold  
Clerk Admin. Assistant  
jrockhold@athensohio.org  
Telephone (740) 592-3292  
Fax (740) 594-8010

WHEREAS, the County has committed the required state application fee of seven hundred and fifty dollars (\$750.00) made payable to the Ohio Department of Development with the application to be forwarded with the final agreement; and

WHEREAS, the County Enterprise Zone Manager has investigated the application of Lostro and has recommended the same to the Board of Commissioners of Athens County, Ohio on the basis that Lostro is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of Athens County, Ohio; and

WHEREAS, the project site as proposed by Lostro is located in the Athens City School District and Tri-County Joint Vocational School District and the Boards of Education of both have been notified in accordance with Section 5709.83; and have been given a copy of the APPLICATION; and

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to sign the following Enterprise Zone Agreement for Lostro Ventures, LLC:

**ENTERPRISE ZONE AGREEMENT**

This agreement made and entered into by and between the County of Athens, Ohio, a county government, with its main offices located at 15 S. Court Street (hereinafter referred to as "Athens County") and Lostro Ventures, L.L.C., an Ohio Limited Liability Company, (hereinafter referred to as "LosTRO"), WITNESSETH:

WHEREAS, Athens County has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, Lostro will renovate and upgrade the facility located at 63 South Court Street, Athens, OH, in order to create fifty-five (55) full-time permanent and temporary employment opportunities (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Commissioners of Athens County, Ohio by resolutions adopted March, 1988 and March, 1990, designated the area as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective March 1988 and March 1990, the Director of Development of the State of Ohio determined that the aforementioned area designated in said resolutions contains the characteristics set forth in Section 5709.6(A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, Athens County, Ohio having the appropriate authority for the type of project is desirous of providing Lostro with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, Lostro has submitted a proposed agreement application (herein attached as Exhibit A) to Athens County, Ohio; said application (hereinafter referred to as "APPLICATION"); and

The Board of Athens County Commissioners is an Affirmative Action employer and does not discriminate for reasons of race, gender, age, religion or disability.



WHEREAS, pursuant to Section 5709.63(A) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained; NOW,

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Lostro shall renovate the historic building located at 63 S. Court Street in Athens, Ohio, into an extended stay hotel and mixed-use development with retail, entertainment and dining businesses.  
  
The PROJECT will involve a total investment by Lostro of seven million (\$7,000,000) at the PROJECT site.  
  
The PROJECT will begin May 30, 2024, and all construction and installation will be completed by December 31, 2026.
2. Lostro and PROJECT shall create within a time period not exceeding twenty four (24) months after the PROJECT completion date for the aforesaid site, the equivalent five (5) new full-time equivalent jobs and fifty (50) new part-time equivalent jobs. The minimum annual payroll for the PROJECT operational jobs will be \$999,000. The hourly wage breakdown is as follows:
  - a. Five (5) full-time jobs (minimum 35 hours per week) with an average of \$24 per hour.
  - b. Fifty (50) part-time jobs (minimum 20 hours per week) with an average of \$15 per hour)
3. Lostro shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council. In addition, the Tax Incentive Review Council can request Lostro to supply a copy of the Ohio Department of Taxation State Tax return

form 913 for each year this agreement is in effect and is required to be reviewed. Lostro must attend the Tax Incentive Review Council meeting usually slated for March of each year.

Each identified project improvement will receive a ten (10) year exemption period. The exemption commences the first year for which the real Property would first be taxable were that property not exempted from taxation. No exemption shall commence after calendar year 2027 nor extend beyond calendar year 2036.

Lostro must file the appropriate tax forms (DTE 23) with the County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in this agreement. The #913 Ohio tax form must be filed annually.

4. Athens County, Ohio hereby grants Lostro a	Yr. 1	Calendar year 2027, Tax Year 2026	100 %	tax
	Yr. 2	Calendar year 2028, Tax Year 2027	100 %	
	Yr. 3	Calendar year 2029, Tax Year 2028	100 %	
	Yr. 4	Calendar year 2030, Tax Year 2029	100 %	
	Yr. 5	Calendar year 2031, Tax Year 2030	100 %	
	Yr. 6	Calendar year 2032, Tax Year 2031	100 %	
	Yr. 7	Calendar year 2033, Tax Year 2032	100 %	
	Yr. 8	Calendar year 2034, Tax Year 2033	100 %	
	Yr. 9	Calendar year 2035, Tax Year 2034	100 %	
	Yr. 10	Calendar year 2036, Tax Year 2035	100 %	

exemption for real property improvements made to the PROJECT site pursuant to Section 5709.63 of the Ohio Revised Code and shall be in the following amounts:

5. Athens County will collect an annual monitoring fee of \$500.00 from the company provided for in Chapter 5709 of the Ohio Revised Code.
6. Lostro shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If Lostro fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Athens County, Ohio shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or Athens County revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Lostro materially fails to fulfill its obligations under this agreement and Athens County terminates or modifies the exemptions from taxation granted under this agreement.
9. If Lostro materially fails to fulfill its obligations under this agreement, or if Athens County determines that the certification as to delinquent taxes required by this agreement is fraudulent, Athens County may terminate or modify the exemptions from taxation granted under this agreement. In addition, if Lostro materially fails to fulfill its obligations under this agreement, Athens County may, at its sole discretion, require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
10. Lostro hereby certifies that at the time this agreement is executed, Lostro does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Lostro is liable for under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Lostro currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or

instrumentality thereof has filed a petition of bankruptcy under U.S.C.A. 101 et seq., or such a petition has been filed against Lostro. For the purpose of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.


By WITNESS: \_\_\_\_\_ Athens County, Ohio, by the President of the Athens County Commissioners, and pursuant to Resolution No.0514A-119, has caused this instrument to be executed this 14 day of May, 2024 and Lostro Ventures LLC by its Managing Member, has caused this instrument to be executed on this 14 day of May, 2024.

ATHENS COUNTY, OHIO COMMISSIONERS  
By \_\_\_\_\_  
Title: President, Board of Athens County Commissioners

WITNESS: \_\_\_\_\_  
  
Lostro Ventures, LLC  
By: \_\_\_\_\_  
Title: Managing Member

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

I, JoAnn Rockhold, Clerk for the Board of County Commissioners of Athens County, Ohio, certify that the foregoing is a true and correct copy of a resolution adopted by said Board May 14, 2024, and appears in the Commissioners' Journal 119, page 200.

  
JoAnn Rockhold  
Clerk, Board of Commissioners  
Athens County, Ohio

- 11. Lostro affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
- 12. Lostro and Athens County acknowledge that this agreement must be approved by formal action of the legislative authority of Athens County as a condition for the agreement to take effect. This agreement takes effect upon such approval.
- 13. Athens County has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, Lostro is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
- 14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Lostro, any successor enterprise, or any related Member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
- 15. Lostro affirmatively covenants that the information contained in and submitted with the Enterprise Zone application is complete and correct and is aware of the ORC Sections 09.66(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.
- 16. This agreement is not transferable or assignable-without the express, written approval of Athens County.

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

**Sarah Benton - Rural Action**  
Sarah Benton from Rural Action discussed Rural Action's Watershed team trying to connect with landowners whose property has erosion to develop water quality improvement projects. Seeing if people are interested in learning more about the benefits of floodplain and wetland restoration. See back of page 202 for filer.

**W&S Supt. Rich Kasler - Weekly Updates**



**OFFICE MEMORANDUM**

DATE: May 14, 2024  
TO: Athens County Commissioners  
FROM: Gary D Silcott, Jr., P.E.  
SUBJECT: US 50 Sanitary Sewer Project Update  
Contracts as of April Construction Meeting

- Contract A is 100% construction complete and 100% of contract time. Connect Notices went out 03/14/2023
- Contract B is about 100% construction complete and 100% contract time. Connect Notices went out 01/20/2023
- Contract C is about 100% construction complete and 100% contract time. Connect Notices went out 01/20/2023
- Contract D is about 100% construction complete and 100% of contract time. Connect Notices went out 03/14/2023
- Contract E is complete Connect Notices went out 10/18/2022
- Phase 5 is about 100% of construction complete and 85% of contract time Connect Notices went out 06/23/2023
- Elliotsville is about 100% of construction complete and 100% of contract time. Cracked check valve to be fixed and pump issue but connect notices were sent out.
- Phase 6 and 7 is about 76% of construction complete and 72% of contract time. NTP 3/15
- Radford Road Close status
- Contract A, B, C, D, E and Ventura complete and Elliotsville are mostly complete
- Outlay report attached for current budget.
- Proposed Rate \$52.50 base rate and \$5.51 per 1,000 gallons.

Unsewered Area Study - County paying for through ARPA, had call with OEPA on New Marshfield, need to make decision if want to start on design, looking at taking sewer to the Plains. Public Meeting January 9<sup>th</sup> in New Marshfield Congressional Earmark of \$2 million dollars sent to committee but was not funded! WPLCF



Renomination Submitted. Additional WWIG Application submitted, met with Bladensburg on 12/14 to meet with operators to discuss sand bioreactor treatment plant. \$250,000 PF for design awarded by OEPA. Project area flow, call with OEPA on 3/19 to discuss regional options. SCEIG Meeting 4/12 at 1:00 PM.

Paving Bid to cover rest of paving needed, Contractors willing to non-perform asphalt on their contracts to allow for contingency funds to finalize Phase 6 & 7. DLZ prepare bid package and get it out to bid. Estimating \$2 million dollars with no berm and no striping. Awarded to McKee Paving for base bid of \$1,867,580.00. Jeff Maiden wants to add 617 Aggregate Berm, 257 CY at a cost of \$30,840 for county roads. Paving Started, Elliotsville, Shaw, Bails, Sesame, Fisher Road, Bentbrook, Clover, Fullview Heights, Rolling Hills, Selby, Beal, Ervin, Cornell, Beechwood, Estates, Thelma, Tammy, Edria, Gilham, Happy Valley MHP, Elinor Dr. and 1<sup>st</sup> part of Radford complete, Paver will be back mid-October to complete what the can for this year which looks to be Salem, Kramer, Whitland, Brookside Way and Edgewood. McKee proposing to be back end of Spring to wrap up, Fields working to get areas in roads done first. Projected final costs to be \$2,050,225, overages on street widths and uneven surface.

Proposed Connection Schedule

	Connect Notice Sent Out	First Bill Date
Contract E	10/18/2022	01/18/2023
Contract C	01/20/2023	04/20/2023
Contract B	01/20/2023	04/20/2023
Contract A	03/14/2023	06/14/2023
Contract D	03/14/2023	06/14/2023
Phase 5	06/23/2023	09/23/2023
Elliotsville	03/20/2024	06/20/2024
Phase 6 & 7	07/01/2024	10/01/2024

# We All Live Downstream

Rural Action's Watershed team wants to connect with landowners whose property has erosion to develop water quality improvement projects. Stream erosion can look like steep or undercut streambanks and a lack of woody vegetation along the stream.

Are you interested in learning about the benefits of floodplain and wetland restoration? Are you interested in promoting native habitat for wildlife?

To learn more about Rural Action's Watershed Team visit: <https://ruralaction.org/our-work/watersheds/>

To connect with Rural Action about this project scan the QR code or Visit: [bit.ly/46JCxZG](https://bit.ly/46JCxZG)



Highest Priority Counties  
Counties within WARP Project Extent

This Watershed Assessment, Restoration, and Planning (WARP) project will focus on communities within Appalachian Ohio to complete projects in the areas where they are most needed to improve water resources.

During this 3 year long project spanning 32 Appalachian counties, Rural Action and Ohio University will address water quality problems by 1) updating Hydroview, a free online water mapping tool available at [watershedinfo.com](http://watershedinfo.com), 2) identify project sites with willing landowners, 3) create restoration plans, 4) and conduct stream side tree plantings.

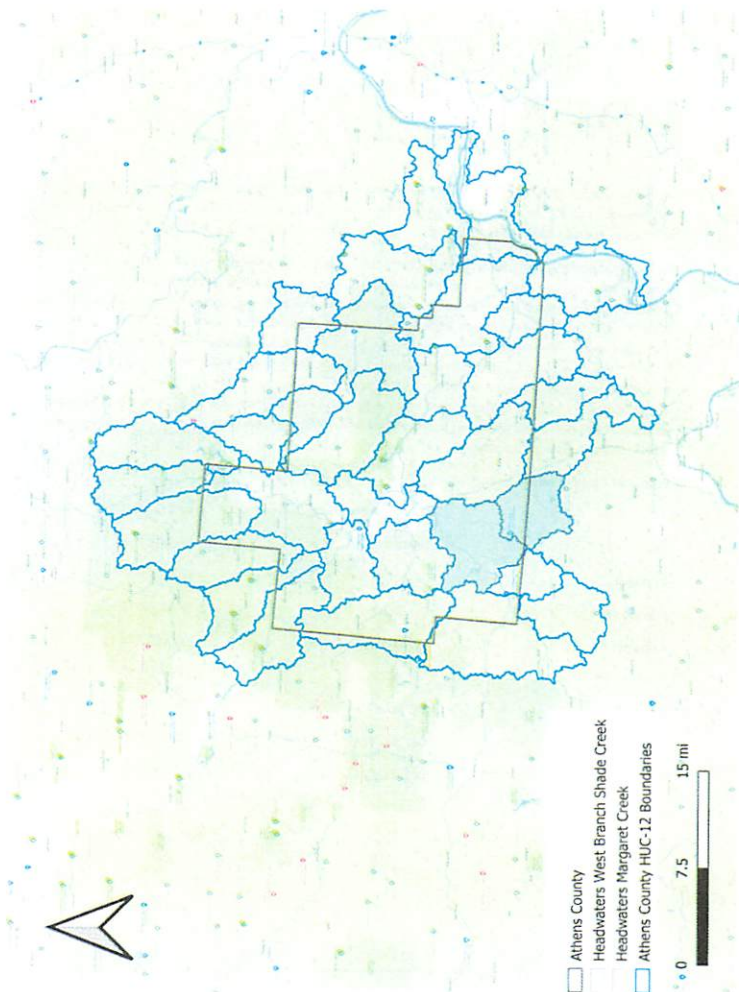
For more information contact:  
Sarah Benton  
Restoration Project Manager  
[sarahb@ruralaction.org](mailto:sarahb@ruralaction.org)  
740-677-4047 (ext. 360)

The project has been funded through a Section 319(b) Nonpoint Source Program grant from the United States Environmental Protection Agency through an assistance agreement with the Ohio Environmental Protection Agency. The section 319(b) grant program was established within the Clean Water Act, enabling federal assistance for restoring water quality by reducing nonpoint source pollutants such as nutrients, sediment and bacteria, and improving stream and floodplain habitat.

## ELIGIBLE LANDOWNER CRITERIA

- HAVE A STREAM**  
Landowners must have access to the stream or river from their land & the erosion must be happening on their property.
- ACTIVE EROSION**  
Streambank erosion is actively happening in the stream & could look like photo below
- LACK OF VEGETATION**  
Streambank lacks a buffer of woody vegetation.
- DESIRE TO IMPROVE STREAM**  
Landowners must be willing to commit to improving their stream quality and the areas adjacent to it.

An Example of an Extreme Case of Stream Erosion



**Leslie Schaller - ACENET CDBG Application**

Leslie Schaller came back this week to talk to Commissioner Eliason about the CDBG allocation of \$175,000.00. Commissioner Eliason stated that once Nathan Simons brings all the CDBG allocations to the Commissioners they will review them and make their decision. Commissioner Eliason also asked if Leslie has applied with USDA for the project. Commissioner Adkins asked what the relationship the City as far as the land, they are working the attorney and they feel that it is pretty secure.

**Public Defender - Chase, Doug, & Casey (Contract)**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to authorize the hiring of a new public defender and sign the contract as presented:

**CONTRACT FOR PUBLIC DEFENSE SERVICES**

The Board of County Commissioners of Athens County, Ohio, located at 15 S. Court Street 2<sup>nd</sup> Floor, Athens, Ohio 45701 referred to hereinafter as "The Contracting Authority," and the Office of the Ohio Public Defender, a State Agency located at 250 E. Broad Street, Ste. 1400 Columbus, Ohio 43215, referred to hereinafter as "the Agency," hereby agree to this Contract for the provision of public defense services. The terms of this Contract are fully set forth below.

**1. Authority for Contract**

- 1.1 The Contracting Authority has a responsibility to provide public defense services pursuant to Ohio Revised Code Chapter 120.
- 1.2 The Contracting Authority has elected pursuant to O.R.C. 120.33(5) to contract with the Agency to provide public defense services.
- 1.3 The Agency has authority pursuant to O.R.C. 120.04(7) to contract with the Contracting Authority for the provision of public defense services.
- 1.4 The Agency and Contracting Authority agree that pursuant to O.R.C. 120.06(A)(5) the Agency's provision of public defense services for the Contracting Authority is limited to the terms of this Contract.

**2. Term of Contract**

The term of this Contract shall be July 1, 2024 to June 30, 2025.

**3. Compensation**

- 3.1 The Contracting Authority agrees to pay the Agency the sum of \$353,268.00. This amount shall be paid in four equal installments of \$88,067.00 due July 1, 2024, October 1, 2024, January 5, 2025, and April 1, 2025.
- 3.2 The contract amount is based on the funding level appropriated by the Ohio Legislature for Fiscal Year 2025 and an estimated statewide rate of 76% percent for reimbursement of county level indigent defense systems for Fiscal Year 2025. If the funding level or estimated rate of reimbursement should change during the term of this Contract, the contract amount and any remaining quarterly payments shall be adjusted to reflect the new funding level or statewide percentage rate of reimbursement.

**4. Services Provided**

The Agency agrees to provide and perform the following public defense services in accordance with the terms, limits, conditions, and definitions contained in this agreement.

- 4.1 The Agency will provide legal representation to eligible adult clients pursuant to the following schedule of providers, numbers of cases, and case caps:

Providers	Felony Cap	Misdemeanor Cap
OPD Office	447	781
Total	447	781

- 4.2 The OPD will provide legal representation to eligible juvenile clients pursuant to the following schedule of providers, numbers of cases and case caps:

Providers	Juvenile Cap
OPD Office	100
Total	100

- 4.3 In the event of an increase in the number of cases and clients needing representation, the Contracting Authority may request the Agency exceed the case caps listed for each of the providers by not more than 10% of total cases filed in Sections 4.1 and 4.2 per provider. The Agency may decline to exceed the case caps and need not provide a reason for doing so. If the Agency agrees to exceed the case caps the Contracting Authority shall pay an additional amount to the Agency calculated as follows: cost per case multiplied by the number of cases multiplied by the Contracting Authority's share pursuant to Section 3.2 of this Contract using the following schedule:

Type of Case	Cost per Case
Felony	\$987.00
Misdemeanor	\$250.00
Juvenile	\$500.00

When caseload restrictions preclude representation by the Agency, the Contracting Authority shall compensate other counsel appointed by the court having jurisdiction of the case for legal representation and shall be reimbursed by the Agency pursuant to O.R.C. 120.33 and O.R.C. 120.34.

- 4.4 The Agency will provide legal representation to eligible clients at every stage of the proceedings following arrest, detention, service of summons,

indictment, or as required by O.R.C. 2935.20. The Agency will continue representation through disposition of the case.

- 4.5 The Agency will file a notice of appeal, request for appointment of counsel, docketing statement, affidavit of indigency, and request for preparation of transcript where the eligible client has a right to appeal pursuant to O.R.C. 2953.08 and the eligible client requests that an appeal be filed.
- 4.6 Motions for judicial release. The Agency will provide representation pursuant to the Contract for one motion for judicial release per case.
- 4.7 Motions for jail time credit. The Agency will provide representation pursuant to the Contract for one motion for jail time credit per case.
- 4.8 The Agency may elect to participate in driver's license re-instatement clinics, expungement or record sealing clinics, or other similar clinics in the county where the Contracting Authority is located.
- 4.9 Indigency and client eligibility for representation under this Contract shall be determined by the Agency under the terms of O.R.C. 120.05 and O.A.C. 120-1-03. The Agency shall obtain a completed financial disclosure form (OPD-206FI) for each client represented.

## 5. Limitations on Services Provided

The legal representation provided by the Agency pursuant to this Contract is limited in the following ways:

- 5.1 Capital Cases. Neither the Agency nor any subcontractor will provide representation pursuant to this Contract when:
  - A. A defendant has been charged with aggravated murder and the indictment includes one or more specifications of aggravating circumstances listed in O.R.C. 2929.04(A); or
  - B. A juvenile defendant has been charged with aggravated murder and the indictment includes one or more specifications of aggravating circumstances listed in O.R.C. 2929.04(A), even though the defendant is under eighteen years of age and cannot be sentenced to death.
- 5.2 Guardian-ad-Litem. Neither the Agency nor any subcontractor will provide representation pursuant to this Contract as a guardian-ad-litem.
- 5.3 Neglect, Abuse and Dependency. Neither the Agency nor any subcontractor will provide representation pursuant to this Contract for

Page 3 of 10

## 6. Provision of Services

- 6.1 The Agency agrees to employ assistant state public defenders and/or subcontractors to provide legal representation in cases within Athens County as specified in Sections 4 and 5 of this Contract.
- 6.2 In cases where legal representation is provided under the terms of this Contract, the Agency has sole discretion to allocate cases to assistant state public defenders or to subcontractors.

The Agency agrees to provide two full time assistant state public defenders to work in the Common Pleas Court Adult Division. The Agency reserves the right to select which assistant state public defenders fulfill that role and also reserves the right to allow those assistant state public defenders to work in the Municipal and Common Pleas Court Juvenile Division solely to accommodate absences or other short-term scheduling issues.
- 6.3 The Agency agrees to maintain support staff sufficient for the number of assistant state public defenders employed by the Agency pursuant to this Contract, but nothing in this Contract shall be construed to require support staff or support services for subcontractors.
- 6.4 The Agency agrees to obtain necessary expert and forensic assistance for defense of cases covered under the terms of this Contract, except for those covered by Section 5.8. As the contract amount included in Section 3 incorporates and recovers costs in arrears for expert and forensic services from the prior calendar year, should the Contract be terminated prior to completion by the Contracting Authority, or if a new Contract is not entered into for the following fiscal year, the OPD shall reserve the right to bill the Contracting Authority for any costs of these services incurred from January 1, 2024 and up to the date of termination or non-renewal.
- 6.5 The Agency agrees to provide assistant state public defenders and subcontractors continuing legal education training within the State of Ohio not to exceed twelve hours of criminal or juvenile training per year.
- 6.6 The Contracting Authority agrees that the Agency has sole discretion and responsibility for choosing and hiring all assistant state public defenders and subcontractors covered by this Contract and further agrees that the Contracting Authority will in no way interfere with the Agency's discretion in these matters.
- 6.7 The parties agree that the cost of any necessary transcripts are not included in this agreement. Transcripts will be obtained and paid for as prescribed under O.R.C. 120.33 and 120.34.

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cases arising under O.R.C. 2151.03 (Neglected Child), O.R.C. 2151.031 (Abused Child), O.R.C. 2151.04 (Dependent Child), and O.R.C. 2151.05 (Child Without Proper Parental Care).

- 5.4 Non-Support Cases. Neither the Agency nor any subcontractor will provide representation in non-support, or parentage cases arising in either the General or Juvenile Division of the Common Pleas Court pursuant to this Contract.
- 5.5 Appeals. Neither the Agency nor any subcontractor will provide representation pursuant to this Contract for any appeals, except as required by Section 8.10 of this Contract.
- 5.6 Conflicts. In any case covered by the Contract where an ethical conflict precludes the Agency or its subcontractors from providing representation, the Contracting Authority shall compensate counsel appointed by the court having jurisdiction of the case for legal representation and shall be reimbursed by the Agency pursuant to O.R.C. 120.33 and O.R.C. 120.34.

Nothing in this Contract prohibits the Agency from withdrawing from a case due to a conflict of interest or due to a finding that the client is financially ineligible for services.

- 5.7 Multiple Defendants. The Agency will provide legal representation for one eligible client charged with crimes or acts arising from the same act, transaction, or course of events. Additional co-defendant cases may be allocated among the subcontractors, not more than one client per subcontractor, subject to ethical conflicts. If there are more defendants than the Agency and its subcontractors can represent in such a case or the case caps have been reached, the court having jurisdiction over the case shall be responsible for appointing other counsel and the Contracting Authority shall compensate other counsel appointed by the court having jurisdiction of the case to represent the defendants and shall be reimbursed by the Agency pursuant to O.R.C. 120.33 and O.R.C. 120.34.
- 5.8 Competency/Not Guilty by Reason of Insanity Evaluations. For cases where a competency or not guilty by reason of insanity evaluation is required, nothing in this Contract shall abrogate the duties of the court having jurisdiction over the case to provide competency or not guilty by reason of insanity evaluation pursuant to state law and those costs shall be paid by the Contracting Authority.

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## 7. Termination of Contract

- 7.1 This Contract may be terminated by either party without cause upon ninety days written notice.
- 7.2 Upon termination of this Contract pursuant to Section 7.1, the Agency's obligation to represent eligible clients under this Contract ceases. It will be the Contracting Authority's obligation to provide representation to eligible clients who were represented by the Agency at the time of the termination of the Contract.
- 7.3 The Agency may terminate this Contract if any payment required by Section 3.1 is not made within three business days of the date on which it is due.
- 7.4 Upon termination of this Contract pursuant to Section 7.3 the Agency may elect to continue representation of eligible clients. If the Agency elects to continue representation it must provide written notice of this decision within three business days of the termination of the Contract. The Agency may terminate this election with thirty days written notice.
- 7.5 If the Agency does not elect to continue representation of eligible clients pursuant to Section 7.4, then it will be the Contracting Authority's obligation to provide representation to eligible clients who were represented by the Agency at the time of the termination of the Contract.
- 7.6 Should the Agency elect to continue representation of eligible clients pursuant to Section 7.4 the Contracting Authority agrees to pay the Agency the actual cost of continuing representation of eligible clients. The Agency's legal fees in such cases will adhere to the State Fee Schedule. Upon payment of the itemized bill the Agency will process the bill for reimbursement pursuant to O.R.C. 120.33. The Contracting Authority need not submit the paid bill for reimbursement.
- 7.7 Should this contract not be renewed, or the Contracting Authority not contract with the Agency for indigent defense services after the expiration of this Contract, the Agency may elect to continue representation of eligible clients. If the Agency elects to continue representation it must provide written notice of this decision within three business days of the expiration of this Contract. The Agency may terminate this election with thirty days written notice.
- 7.8 If the Agency does not elect to continue representation of eligible clients pursuant to Section 7.7, then it will be the Contracting Authority's

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obligation to provide representation to eligible clients who were represented by the Agency at the time of the termination of the Contract .

7.9 Should the Agency elect to continue representation of eligible clients pursuant to Section 7.7 the Contracting Authority agrees to pay the Agency the actual cost of continuing representation of eligible clients. The Agency's legal fees in such cases will adhere to the State Fee Schedule. Upon payment of the itemized bill the Agency will process the bill for reimbursement pursuant to O.R.C. 120.33. The Contracting Authority need not submit the paid bill for reimbursement.

7.10 Any written notice provided pursuant to this Contract shall be considered furnished when it is sent by Certified Mail with the United States Postal Service to:

Office of the Ohio Public Defender 250 E. Broad Street, Ste. 1400  
Columbus, Ohio 43215

Athens County Commissioners at 15 S. Court Street 2<sup>nd</sup> Floor Athens, Ohio 45701

8. Definitions

The following definitions control this Contract.

8.1 "Eligible client" means any indigent person who:

- A. is charged with the commission of an offense or act that is a violation of a state statute, for which the penalty or any possible adjudication includes the potential loss of liberty; or
- B. is charged with the commission of an offense or act that is a violation of an ordinance of a municipal corporation for which the penalty or any possible adjudication includes the potential loss of liberty, if the Contracting Authority has contracted with the municipal corporation to provide legal representation for indigent persons charged with a violation of an ordinance of the municipal corporation; or
- C. is charged with violating the terms of community control or probation imposed pursuant to O.R.C. 2929.15 and 2929.25;
- D. is charged with violating the terms of intervention in lieu of conviction imposed pursuant to O.R.C. 2921.041;
- E. is charged with violating the terms of a diversion program;

F. has the right to counsel pursuant to O.R.C. 2935.20.

8.2 "Ethical conflict" means any conflict of interest or appearance of impropriety which violates the Ohio Rules of Professional Conduct or any state or federal law.

8.3 "Case" means all applicable proceedings when one eligible client is charged or indicted for one offense or a series of offenses arising from a single event. A single case is also counted when one eligible client is charged or indicted with offenses resulting from a series of events that occur in the course of one scheme of conduct happening over a period of time, regardless of the number of counts or charges. When one eligible client is charged with unrelated acts happening at separate times, each act or charge shall be counted as a separate case when tried separately.

8.4 "Companion cases" means one eligible client is charged with unrelated acts happening at separate times (separate cases), but the cases are scheduled contemporaneously for all court appearances. In such instances, the first case shall count as one case and each additional case that is contemporaneously scheduled shall count as one half of a case. If the cases are initially scheduled as companion cases but subsequently severed, each case shall count as one case.

8.5 "Consolidated cases" means one eligible client is charged in multiple cases, i.e. CRB, TRD, and TRC, with related acts happening at the same time. In such instances, the first case shall count as one case and additional case(s) shall not count as a case, unless the cases are filed in courts of different jurisdictions.

8.6 "Objections case" means the filing of written objections to a magistrate's decision when a magistrate hears a case in juvenile court. An objections case shall be counted as one third of a case.

8.7 "Revocation case" means representing an eligible client when a motion to violate community control, probation, intervention in lieu of conviction, or diversion is filed against them. Representation in a revocation case shall be counted as one quarter of a case.

8.8 "Preliminary hearing" means representing an eligible client when their initial appearance on a felony is not pursuant to indictment and a preliminary hearing is required by Ohio Criminal Rule 5. Representation in a preliminary hearing case shall be counted as one third of a case.

8.9 "Extradition cases" means representation in extradition proceedings as required by Ohio Revised Code 2963.09 including applying for a writ of

habeas corpus. Representation in an extradition case shall be counted as one quarter of a case.

8.10 "Disposition" means:

- A. the dismissal of a case;
- B. the imposition of sentence in a case;
- C. the entering of an order placing the eligible client in diversion;
- D. the entering of an order placing the eligible client in intervention in lieu of conviction;
- E. the entering of an order placing the eligible client in a specialty docket, including but not limited to drug court, mental health docket, or veterans' docket;
- F. the entering of an order finding the eligible client not guilty by reason of insanity or incompetent to stand trial and not restorable;
- G. the bind over of case to another court after a finding of probable cause, including but not limited to a bind over after a preliminary hearing in municipal court, or a bind over of from a juvenile court to common pleas court;
- H. the entering of a warrant committing an eligible client to jail pursuant to O.R.C. 2963.13, or the ruling on the eligible client's writ of habeas corpus filed pursuant to O.R.C. 2963.09;
- I. if the case is decided by a magistrate disposition does not occur until the judge approves that decision.

Disposition includes the filing of a notice of appeal, request for appointment of counsel, docketing statement, affidavit of indigency, and request for preparation of transcript.

8.11 "Assistant state public defender" means an attorney who is an employee of the Agency.

8.12 "Subcontractor" means an attorney who has contracted with the OPD to provide legal services pursuant to this Contract.

9. Participation in Recoupment Program

The Contracting Authority agrees to participate in a recoupment program for partially indigent counsel fees as provided in O.A.C. 120-1-05 and 120-1-03(J).


10. Modification

10.1 This Contract may not be amended orally.

10.2 This Contract may only be amended by written addendum, signed and executed by the parties, or their successors.


Elizabeth R. Miller  
Ohio Public Defender  
For Contractor

Date

  
County Commissioner  
Contracting Authority

Date

5/18/24

  
County Commissioner  
Contracting Authority

5-16-24  
Date

  
County Commissioner  
Contracting Authority

5-21-24  
Date

**Suspend**

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:

Transfer to Common Pleas for \$20,000.00

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

**Transfer to Common Pleas**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the transfer to Common Pleas for \$20,000.00.

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

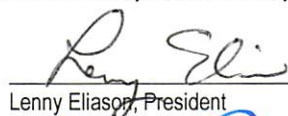
**Adjourn**

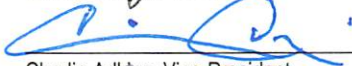
A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to adjourn the above meeting.


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

  
\_\_\_\_\_  
JoAnn Rockhold, Administrator

  
\_\_\_\_\_  
Alison Pierson, Clerk

  
\_\_\_\_\_  
Lenny Eliason, President

  
\_\_\_\_\_  
Charlie Adkins, Vice-President

  
\_\_\_\_\_  
Chris Chmiel