

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 Mr. Adkins and seconded by Mr. Chmiel to approve the following agenda:  
Athens County Board of County Commissioners

Meeting Agenda for Tuesday, August 26, 2025 Convenes at 9:30 a.m.

**Approve Agenda**

Approve Minutes August 19, 2025

Approve Appropriations, Transfers, New Line Items Requests/Changes, Then & Nows, & Bills

- 9:30 EMS
- 9:45 DJFS Dir Jean Demosky - weekly updates
- 10:00 Frontier- Progress Meeting Broadband Amesville
- 10:15 Bid Opening - ATH-CR2-1.70 Box Culvert Project
- 10:45 Jeff Jenkins-HAPCAP- 485 Richland Bid Opening
- 11:30 Gary Silcott - DLZ and W&S Supt Carson
- 11:45 Lunch

**Agenda Items**

- Amended Certificate
- Assigned Counsel Report from Auditors Office
- Health Department Lease with OSU Extension
- Barn saving LOS
- Dress Right Dress letter
- Hooper Landing Multifamily Affordable Housing Community
- Buckeye457 Deferred Comp
- WPCLF - Certificate of Performance- US 50 Phase 5
- Engineer- Meadowbrook Road OPWC
- CORSA Bond Resolution- Taylor Sappington

**~TRAVEL**

- Auditor: Marsha Few; '25 Ohio Enterprise Assessment & Tax User Conf, Lancaster OH; 09/17/25
- Auditor: Janet Harner; Ohio CAUV Professionals Field Day, Kirtland OH; 09/25/25
- DJFS: Jean Demosky; OJFSDA Executive Board Meeting, Columbus OH; 9/10-9/12/25
- DJFS: Jean Demosky; OJFSDA Executive Board Meeting, Columbus OH; 11/12 - 11/14/25
- Sheriff: Ryan Gillette; Supervisor Liability Training, Cincinnati OH; 10/28 - 10/30/25
- Dylan Burson, Randy Crossen and Robert Sochia - August 13-14, 2025 West Jefferson NC
- Chris Chmiel- August 27, 2026- Marietta- BHRC Advisory Council

**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. Adkins and seconded by Mr. Chmiel to approve the minutes of August 19, 2025.

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 & Nows, & Bills**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Appropriations, Transfers, New Line Items Requests/Changes and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 08/14/2025 To: 08/19/2025 and INVOICE TRACKING REPORT - From: 08/19/2025 To: 08/21/2025 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 - Resignations**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to accept the two (2) resignations from the following Part-Time Paramedics:

- Bryce Hayden
- Casey Cullison

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

**EMS - Grayson McCord Tuition Reimbursement Program**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve Grayson McCord's Tuition Reimbursement Program pending signatures.

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

**EMS - Chuck Dunlevy Tuition Reimbursement Program**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve Chuck Dunlevy's Tuition Reimbursement Program paying the difference between the new benefit and Chuck's outstanding balance from the old obligation.

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

**EMS - Tuition Reimbursement Program**

Noted similar prior case (Kylie Cummings completed medic school in 2023, before the 2024 program existed). Commissioner Eliason and Chief Pyle agreed to bring a separate item to consider equivalent treatment (i.e., determine her second-program cost and apply an analogous calculation/offset). EMS/Admin to compile Kylie's tuition records (old obligation amounts, any payments made, and recent program cost) and return with a recommendation for consistent application of policy.

**Amended Certificate**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel acknowledging receipt of the Amended Certificate for Athens County Commissioners, dated August 26, 2025 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.

**Assigned Counsel Report from Auditors Office**

A motion was made by Mr Adkins and seconded by Mr Chmiel to acknowledge receipt of the Assigned Counsel Report from the Auditors Office and submit for payment:

August 2025

|  |            |
|--|------------|
| All (Non-Capital) Appellate Court Certifications           | 2          |
| Amount submitted in Appellate Court Certifications         | \$3,922.20 |
| Total Number of Certifications (All Courts - All Expenses) | 2          |
| Total Amount submitted                                     | \$3,922.20 |

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

**Health Department Lease with OSU Extension**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Lease Agreement between the Athens County Combined General Health District and the Board of County Commissioners, specifically to use for the OSU Extension Office.

See back of page 284 for Lease Agreement.

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

**Buckeye457 Deferred Comp**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Buckeye457 Deferred Comp Distribution Request for Qualified Retirement Plans from Nancy Stotts.

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

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of August, 2025, by and between the Athens County Combined General Health District, hereinafter called the "Lessor" and the Board of Athens County Commissioners, Athens County, Ohio, hereinafter called the "Lessee".

WITNESSETH:

That for and in consideration of the covenants, considerations, promises and agreements herein contained, said Lessor agrees to lease to Lessee the following: the second-floor offices of the Athens City-County Health Department building located at 280 West Union Street, Athens, Athens County, Ohio, for use by Lessee. Lessee further grants Lessee ingress and egress to get to the property, and which said covenants, considerations, promises and agreements are as follows:

- 1. USE. The premises will be used and occupied by Lessee in a careful, safe, and proper manner. That Lessee currently occupies the four identified offices on the second floor and shall continue to do so from the date that this Agreement is signed by all parties. The premises shall only be used to further the mission of Lessee, and such other lawful uses as may, from time to time, be deemed desirable by Lessee, specifically to use for the OSU Extension office. Lessee shall also have the right to use parking areas, if any, for the benefit of Lessee and its employees, invitees, and customers, subject to reasonable regulations established by Lessor for the health, safety, convenience and welfare of all tenants, employees, invitees and customers.
a. Hazardous Activities. Lessee will not carry on or allow any activity or use of the premises considered extra-hazardous for insurance purposes, nor will Lessee do any act which will invalidate insurance coverage on the structure or premises or cause an increase in premiums. Lessee will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measures to protect the safety of persons and property.
b. Laws and Regulations. Lessee will abide by all applicable federal, state and local laws and regulations respecting the premises and its occupancy and use and will not use the premises or allow the same to be used for any unlawful purpose.

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- 2. TERM. The term of the Agreement commencing at time of signature, and ending the 31st day of August 2028 unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with Paragraph 10 hereof.
3. RENT. Lessees agree to pay a one-time rent for the lease of said premises, which is due and payable at time of signing this agreement in the amount of ONE DOLLAR (\$1.00). Lessee payment shall be made payable to Athens County Combined General Health District and shall be provided to the Lessor's address given above or at such other place as Lessor may designate in writing.
4. LESSEE'S DUTIES. Lessee shall perform or provide the following:
a. Payment of all rentals as they become due.
b. Occupy the premises in a safe and proper manner.
c. Not permit any waste, trash or debris to accumulate on the premises.
d. Comply with any applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state or municipal governments relating to Lessee's use and occupancy of the premises.
e. Pay for all utilities, including but not limited to, electric, gas, telephone, internet, or other data services.
f. Pay for all custodial services.
g. Lessee shall not make any changes, alterations or additions to the premises, without first obtaining the express written consent of Lessor, not to be unreasonably withheld, conditioned or delayed.
h. Lessee agrees to perform ordinary maintenance to the premises. Lessee shall report all needed repairs to Lessor as soon as said needed repair comes to the attention of Lessee. Failure to timely report needed repair to Lessor may result in Lessee becoming financially responsible for any additional repairs and damages to the premises.
i. Lessee shall be responsible for all repairs of damage to the premises caused by the misuse or neglect by Lessee.

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- 5. LESSOR'S DUTIES. Lessor promises to allow Lessee to peaceably and quietly enjoy the premises, during the term, without hindrance by Lessor or any persons lawfully claiming under the Lessor.
6. INSURANCE. Lessee shall at all times during the term of this Lease, maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the use or occupation of the premises. To protect Lessor's interest, Lessee shall provide satisfactory written proof, acceptable to Lessor, to assure that appropriate levels of financial responsibility are being retained. Failure of Lessee to comply with this clause shall constitute a material breach of this Lease.
7. INDEMNIFICATION. Lessee will indemnify and save Lessor harmless against all loss, damage, expense, costs, and reasonable attorney fees incurred by Lessor in discharging any filed or inchoate mechanic's or material's lien arising from Lessee's maintenance or improvement of the premises, or incurred by Lessor in defending or discharging claims for personal injuries or property damage asserted or perfected against Lessor and arising out of the use and occupancy of the premises by Lessee or their agents, employees, or invitees.
8. ENTRY. Lessee will permit Lessor or its agents to enter the premises, at all reasonable times during normal business hours upon 48 hours advance written notice, to examine the premises.
9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign any rights or duties under the lease or sublease the premises in whole or in part without the prior written consent of Lessor.
10. DEFAULT.
a. By Lessee. Lessee is in default if: (i) any installment of rent is not paid within thirty (30) days after its due date; (ii) Lessee fails to perform any other provision or rectify any deficiency under the Lease within thirty (30) days after written notice to Lessee of breach; (iii) Lessee abandons the premises during the term; (iv) Lessee makes an assignment for the benefits of creditors or is subjected to receivership; (v) Lessee's interest in the premises is subjected to execution, attachment, or other legal process; or (vi) Lessee is adjudicated bankrupt in a voluntary or involuntary proceeding.

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- b. Remedies of Lessor. If Lessee defaults, Lessor may have the remedies set forth in Chapter 5321 of the Ohio Revised Code.
c. By Lessor. Lessor is in material default of any terms or provisions of this Lease and shall so remain for a period of thirty (30) days without cure after Lessor's receipt of Lessee's Notice to Lessor of such default, then Lessee may give notice of termination to Lessor upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice. Upon the date specified in said notice of termination, the term of this Lease shall expire and terminate as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease.
11. WAIVER. Waiver by Lessor of any default shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.
12. NOTICES. All notices under this Lease shall be in writing. Unless the party concerned designates another address, notices to Lessee shall be mailed or delivered to the address designated for the payment of rent, and notices to Lessor shall be mailed or delivered to the Lease Premises.
13. BINDING EFFECT. All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.
14. SEVERABILITY. If any provision of this Lease, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
15. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this Lease shall not be valid unless made in writing and signed by both parties.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 19th day of August, 2025

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Witness signatures: Brad Dushoff, Douglas

LESSOR ATHENS COUNTY COMBINED GENERAL HEALTH DISTRICT

Signature of Lessor representative

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named Athens County Commissioners, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 19th day of August, 2025.

Notary Public signature and seal: Henry A. Cline, Notary Public - Ohio, My Commission Expires 10-11-28

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SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Witness signatures: [Signatures]

LESSEE BOARD OF ATHENS COUNTY COMMISSIONERS

Commissioner signatures: [Signatures]

STATE OF OHIO, COUNTY OF ATHENS, ss

Before me a Notary Public in and for said county and state, personally appeared the above named Lucy Ellissen, Christie Adkins a Ohio Council, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 24th day of August, 2025.

Notary Public signature and seal: Kelly J. Blackburn, Notary Public, My Commission Expires August 03, 2025. This instrument prepared by: Keller J. Blackburn, Athens County Prosecuting Attorney

**WPCLF - Certificate of Performance- US 50 Phase 5**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to authorize Commissioner Eliason to sign the Certificate of Performance for the US 50 Phase 5 (WPCLF).

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

**Engineer- Meadowbrook Road OPWC**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Authorization Legislation Designating Official for the CR70-Meadowbrook Rd and CR57-N Rodehaver Rd and S Rodehaver Rd.

See back of page 285 for Authorization Legislation Designating Official Letter.

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

**CORSA Bond Resolution- Taylor Sappington**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve CORSA Bond Resolution for Taylor Sappington, Treasurer:

APPROVE USING EMPLOYEE DISHONESTY COVERAGE IN LIEU OF SURETY BONDS FOR ELECTED OFFICIALS WITH COUNTY RISK SHARING AUTHORITY, INC. (CORSA)

The Board of County Commissioners of Athens County, Ohio, met in regular session in the office of said Board on the 26th day of August, 2025, with the following members present: Mr. Eliason, Mr. Adkins and Mr. Chmiel;

WHEREAS, liability insurance coverage for Athens County is of high importance to this Board; and

WHEREAS, this Board has approved a Participation Agreement with County Risk Sharing Authority, Inc. (CORSA) to provide liability insurance coverage to Athens County; and

WHEREAS, CORSA offers employee dishonesty coverage in lieu of surety bonds to elected officials at no extra cost to the County; therefore, be it

RESOLVED, that this Board of Athens County Commissioners does hereby approve the attached Schedule of Individuals Utilizing Employee Dishonesty Coverage in Lieu of a Surety Bond with CORSA.

**Taylor Sappington, Treasurer 9/1/2025 - 8/31/2029**

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

Signed this 26<sup>th</sup> day of August 2025

/s/Lenny Eliason, President

/s/JoAnn Rockhold, Administrator

/s/Charlie Adkins

/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. Adkins and seconded by Mr. Chmiel to approve the following travel:

Auditor: Marsha Few; '25 Ohio Enterprise Assessment & Tax User Conf, Lancaster OH; 09/17/25

Auditor: Janet Harner; Ohio CAUV Professionals Field Day, Kirtland OH; 09/25/25

DJFS: Jean Demosky; OJFSDA Executive Board Meeting, Columbus OH; 9/10-9/12/25

DJFS: Jean Demosky; OJFSDA Executive Board Meeting, Columbus OH; 11/12 - 11/14/25

Sheriff: Ryan Gillette; Supervisor Liability Training, Cincinnati OH; 10/28 - 10/30/25

Dylan Burson, Randy Crossen and Robert Sochia - August 13-14, 2025 West Jefferson NC

Chris Chmiel- August 27, 2026- Marietta- BHRC Advisory Council

# Athens County Commissioners



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

15 South Court St.  
Athens, Ohio 45701  
(740) 592-3219  
Visit us at our website:  
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JoAnn Rockhold  
Clerk/Admin. Assistant  
jsikorski@athensoh.org  
Telephone (740) 592-3292  
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## AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL

### ATTACHMENT C

A RESOLUTION AUTHORIZING Jeff Maiden, County Engineer TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Athens County is planning to make capital improvements to CR 70 - Meadowbrook Rd and CR 57 - N Rodehaver Rd and S Rodehaver Rd with an asphalt overlay, and


WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED by the Athens County Commissioners with a motion by Mr. Adkins and a second by Mr. Chmiel :

Section 1: Lenny Eliason, President, Athens County Commissioners, is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Lenny Eliason, President, Athens County Commissioners, is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Signed this 26<sup>th</sup> day of August 2025

  
Lenny Eliason, President

  
Charlie Adkins

  
Chris Chmiel



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

**DJFS Lease Agreement**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Lease Agreement between the Athens County Board of Commissioners and Kenneth Oehlers, Habitat for Humanity.

See back of page 286 for Lease Agreement.

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

**DJFS Social Service Aide 2 Hires**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the three (3) Social Service Aide 2 Hires as requested by Dir Demosky:

- Tina Wilson - rate of pay \$21.79 with a start date of September 8, 2025
- Natalie Richards - rate of pay \$21.79 with a start date of September 8, 2025
- Angela LaFallett - rate of pay \$21.79 with a start date of September 8, 2025

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

**Executive Session DJFS**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to enter into executive session at 9:46 with Dir Jean Demosky and Lisa Radford to discuss discipline of a public employee.

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

**Regular Session**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to return to regular session at 10:03 and authorize Dir Jean Demosky to dismiss probationary employee if needed.

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

**Frontier - Progress Meeting Broadband Amesville**

Attendees: Jeff Jenkins - HAPCAP, Tom Reid, Julie Fleeman - Frontier, & Kim Corriher - ARC Rep

**1. BEAD Program Update**

- \* The Broadband Equity, Access, and Deployment (BEAD) program deadline for Broadband Ohio is September 4, 2025.
- \* Public release of awards is expected one week before the deadline, but several states have already been granted extensions into October. Ohio may also request an extension due to compressed timelines.
- \* The White House's June 6th revision requires all work to be wrapped up within 90 days, adding significant pressure.
- \* Persistent FCC mapping inaccuracies remain a concern, as ISPs' self-reported data may leave households unserved even after BEAD allocations.

**2. Frontier Project Status**

Planning Phase (Completed)

- \* Locations awarded were reviewed and mapped.
- \* High-level route planning was performed to identify likely terminal placement and fiber routes.
- \* This phase provided a general overview but not final specifications.

Engineering Phase (In Progress)

- \* Frontier's engineering team is now responsible for detailed design.
- \* This includes strand counts, pole attachments, fiber sizing, terminal counts, and precise routing.
- \* Engineering also handles permit applications and material orders.

Pole Ownership and Make-Ready

- \* Clarification is needed on whether poles in the area are jointly owned or owned by AEP.
- \* Frontier will confirm with their engineering department.

**3. Project Timeline**

- \* Engineering completion anticipated by end of Q1 2026.
- \* Material ordering and permitting will follow immediately.
- \* Construction expected to begin in 2026, with the majority completed that same year (dependent on permits).

**4. Funding and Reporting Coordination**

- \* The ARC process allows advance funding requests once milestones are met, avoiding payment delays.
- \* Reporting periods for the two projects will conclude between November 15, 2025, and January 15, 2026.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of August, 2025, pursuant to Sections 307.09, by and between the Athens County Board of Commissioners of Athens County, Ohio, hereinafter referred to as "Lessor" and Kenneth Oshlers, Habitat for Humanity, hereinafter referred to as "Lessee", hereinafter referred to as the "Parties", hereinafter collectively referred to as "the Parties".

WITNESSETH:

That for and in consideration of the covenants, considerations, promises and agreements herein contained, said Lessor agree to lease to Lessee the following: 13183 State Route 13 Millfield Ohio for use by Lessee, hereinafter referred to as the "Parking Lot", in their discretion and as they determine is reasonably necessary for said use, and which said covenants, considerations, promises and agreements are as follows:

1. TERM. The term of the Agreement is for a period of days commencing the 22nd day of August, 2025, and terminating on the 27th day of August, 2025. Lessor, however, may cancel at any time without repercussion as the parking lot being leased is public land, and if the public needs the parking lot for public use, Lessor shall have the right to immediately terminate the Lease. Lessor shall give at least forty-eight (48) hours' notice of intention to terminate the Lease for immediate public use.

2. RENT. Lessee agrees to pay as the fee for the lease of said Parking Lot, the sum of ZERO Dollars (\$ 0.00) as a onetime lump sum. Said fees shall become effective and be due the NA day of NA 2024. Lease rental payment shall be made to Athens County.

3. USE OF PREMISES The Parking Lot is to be used for Event Habitat of Humanity of SE Ohio. Lessee agrees to permit Lessor or agents of Lessor' at reasonable times to enter the Parking Lot to examine the condition thereof.

4. CONDITION OF PREMISES. Lessee shall be responsible for cleaning and maintenance of the parking lot during the Lease period. At the conclusion of the Lease, Lessee shall remove all debris and

other materials on the Parking Lot and Lessee shall restore the Parking Lot to the condition at least equal to the condition as the same existed as of the date hereof.

INSURANCE: Lessee shall procure and maintain, at its own expense, liability insurance covering LEASE PAGE TWO

any and all of their operations on the Parking Lot,

5. INDEMNIFICATION. Lessee shall indemnify, defend and hold harmless Lessor, its officers, departments, employees, agents their successors and assigns harmless from any liability from claims, demands, damages to any property, or actions or causes of actions whatsoever, resulting or arising hereafter from the actions of Lessee, their agents, employees, customers, clients, or anyone acting under their direction, control, or on their behalf. Responsibility for said Parking Lot shall lie with Lessee.

6. NO PARTNERSHIP. This Lease Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the Parties hereunder or any of their successors and assigns.

7. BINDING EFFECT. All the covenants, terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto,

8. ENTIRE AGREEMENT. This Lease Agreement contains the entire agreement between the parties and there are no other terms express or implied, except as contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this

13 day of  
SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

LESSOR  
ATHENS COUNTY BOARD OF  
COMMISSIONERS

*Deborah J. Gibson*  
Witness

Lenny Eliason

*Charlie Adkins*  
Witness

Charlie Adkins

Chris Chmiel

LEASE PAGE THREE

STATE OF OHIO, COUNTY OF ATHENS, as

Before me a Notary Public in and for said county and state, personally appeared the above named Lenny Eliason, Charlie Adkins, and Chris Chmiel, as Athens County Commissioners, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this

2025.

Notary Public

SIGNED AND ACKNOWLEDGED LESSEE IN THE PRESENCE OF:

Witness

Authorized Representative,

Witness

STATE OF OHIO, COUNTY OF ATHENS, as

Before me a Notary Public in and for said county and state, personally appeared the above named LESSEE, who acknowledged that they did sign the foregoing instrument, and that the same was their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this

2025.

Notary Public Seal: TIFFANY BANK, Notary Public, State of Ohio, My Comm. Expires April 21, 2030  
This instrument prepared by: Keller J. Blackburn, Athens County Prosecuting Attorney

\* Next major milestone anticipated by April 2026.

#### 5. Next Steps

\* Quarterly progress updates were agreed upon.

\* The next progress meeting is scheduled for December 9, 2025, at 10:00 AM.

\* Staff will coordinate with Joanne to circulate meeting details.

\* Ongoing communication between commissioners, Frontier, and ARC will continue by email.

#### 6. Key Takeaway

The projects are progressing through planning and engineering stages. While visible construction will not begin until 2026, preparatory work is on schedule. The BEAD program's timeline and mapping challenges remain the largest risks.

#### **Bid Opening - ATH-CR2-1.70 Box Culvert Project**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to authorize Commissioner Eliason to accept Engineer Jeff Maiden's recommendation and to sign the contract.

Bids are on back of page 287.

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

#### **Jeff Jenkins - HAPCAP - 485 Richland Bid Opening**

No Bids. Back of page 290 details on 485 Richland Ave. Estimate

#### **Jeff Jenkins - HAPCAP - Updates**

##### 93 High Street Renovations

\* Funding: Project connected to the same pool of funds as 93 High Street.

\* Base Bid: Approximately \$200,000.

\* Alternates:

\* Roof replacement.

\* Office/micro unit addition.

\* Progress:

\* Storefront contractors scheduled to begin work late this week or early next.

\* Storefront materials and colors already selected.

\* Drywall installation underway in stairwells and interiors.

\* Insulation completed and HVAC units installed at the rear of the building.

\* Plumbing and electrical rough-ins completed.

\* Plans stamped, inspected, and approved.

\* Meeting scheduled with subcontractors regarding water connections, down spouts, and drainage.

\* Timeline: Targeting early December 2025 for completion, possibly late November depending on progress.

\* Community Engagement: Potential ribbon cutting or open house event once project is finished.

##### 87 High Street Project

\* Scope: Focused on stabilizing and renovating the front facade.

\* Status: Currently supported by beams to prevent collapse onto the roof.

\* Next Steps: Bid process expected by the end of September.

#### **Barn saving LOS**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to authorize Planner LaVelle to draft a Letter of Support: August 29, 2025

Devin Schenk

The Nature Conservancy – Ohio Field Office

6375 Riverside Drive - Suite 100

Dublin, OH 43017

#### **RE: State Route 377 – Bern Township – Parcel D010010019801 – Athens County**

To whom it may concern,

The Board of Commissioners of Athens County requests serious consideration be given to the preservation of the barn adjacent to 17421 State Route 377 in Bern Township, Athens County. Protecting this historic building from demolition will preserve the State Route 377 viewshed and demonstrate to both residents and visitors that the Nature Conservancy's environmental restoration and

| Athens County Engineer<br>ATH-CR2-1.70 Box Culvert Project<br>Bid Tabulation - 8/26/2025 |           |  |      | Engineer's Estimate |              | Scioto Valley Paving, LLC |                              | McVoyt Construction          |                               | Double Z Construction |              |               |
|--|-----------|--|------|---------------------|--------------|---------------------------|------------------------------|------------------------------|-------------------------------|-----------------------|--------------|---------------|
| REF NO.  | ITEM NO.  | ITEM DESCRIPTION   | QTY  | UNIT                | UNIT COST    | TOTAL COST                | UNIT COST                    | TOTAL COST                   | UNIT COST                     | TOTAL COST            | UNIT COST    | TOTAL COST    |
| 1  | 201E11000 | CLEARING AND GRUBBING                                    | 1    | LS                  | \$ 3,000.00  | \$ 3,000.00               | \$ 2,500.00                  | \$ 2,500.00                  | \$ 1,500.00                   | \$ 1,500.00           | \$ 4,000.00  | \$ 4,000.00   |
| 2  | 203E96000 | EARTHWORK  | 1    | LS                  | \$ 4,000.00  | \$ 4,000.00               | \$ 6,500.00                  | \$ 6,500.00                  | \$ 6,600.00                   | \$ 6,600.00           | \$ 28,000.00 | \$ 28,000.00  |
| 3  | 204E10000 | SUBGRADE COMPACTION                                      | 244  | SY                  | \$ 8.00      | \$ 1,952.00               | \$ 3.00                      | \$ 732.00                    | \$ 6.00                       | \$ 1,464.00           | \$ 8.00      | \$ 1,952.00   |
| 4  | 606E15000 | GUARDRAIL, TYPE MGS                                      | 150  | FT                  | \$ 40.00     | \$ 6,000.00               | \$ 70.00                     | \$ 10,500.00                 | \$ 42.00                      | \$ 6,300.00           | \$ 41.00     | \$ 6,150.00   |
| 5  | 606E26500 | ANCHOR ASSEMBLY, TYPE T                                  | 4    | EACH                | \$ 1,000.00  | \$ 4,000.00               | \$ 950.00                    | \$ 3,800.00                  | \$ 1,238.00                   | \$ 4,952.00           | \$ 1,100.00  | \$ 4,400.00   |
| 6  | 601E32201 | ROCK CHANNEL PROTECTION, TYPE C WITH FILTER, AS PER PLAN | 85   | CY                  | \$ 180.00    | \$ 15,300.00              | \$ 250.00                    | \$ 21,250.00                 | \$ 258.00                     | \$ 22,015.00          | \$ 185.00    | \$ 15,725.00  |
| 7  | 609E10000 | SEEDING AND MULCHING                                     | 475  | SY                  | \$ 10.00     | \$ 4,750.00               | \$ 2.00                      | \$ 950.00                    | \$ 6.00                       | \$ 2,850.00           | \$ 13.00     | \$ 6,175.00   |
| 8  | 609E20000 | COMMERCIAL FERTILIZER                                    | 0.06 | TON                 | \$ 1,500.00  | \$ 90.00                  | \$ 1,500.00                  | \$ 90.00                     | \$ 2,500.00                   | \$ 150.00             | \$ 1,500.00  | \$ 90.00      |
| 9  | 609E31000 | LIME   | 0.10 | ACRE                | \$ 800.00    | \$ 80.00                  | \$ 1,500.00                  | \$ 150.00                    | \$ 200.00                     | \$ 20.00              | \$ 200.00    | \$ 20.00      |
| 10   | 609E35000 | WATER  | 1    | MGAL                | \$ 1.00      | \$ 1.00                   | \$ 1.00                      | \$ 1.00                      | \$ 1.00                       | \$ 1.00               | \$ 1.00      | \$ 1.00       |
| 11   | 832E30000 | EROSION CONTROL  | 1000 | EACH                | \$ 1.00      | \$ 1,000.00               | \$ 1.00                      | \$ 1,000.00                  | \$ 1.00                       | \$ 1,000.00           | \$ 1.00      | \$ 1,000.00   |
| 12   | 304E20000 | AGGREGATE BASE   | 41   | CY                  | \$ 125.00    | \$ 5,125.00               | \$ 130.00                    | \$ 5,330.00                  | \$ 198.00                     | \$ 8,036.00           | \$ 115.00    | \$ 4,715.00   |
| 13   | 407E10000 | TACK COAT  | 23   | GAL                 | \$ 4.00      | \$ 92.00                  | \$ 2.00                      | \$ 46.00                     | \$ 5.00                       | \$ 115.00             | \$ 2.50      | \$ 57.50      |
| 14   | 441E70000 | ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22  | 13   | CY                  | \$ 650.00    | \$ 8,450.00               | \$ 350.00                    | \$ 4,550.00                  | \$ 360.00                     | \$ 4,680.00           | \$ 485.00    | \$ 6,305.00   |
| 15   | 301E56000 | ASPHALT CONCRETE BASE, PG64-22, (449)                    | 26   | CY                  | \$ 600.00    | \$ 15,600.00              | \$ 380.00                    | \$ 9,880.00                  | \$ 365.00                     | \$ 9,490.00           | \$ 470.00    | \$ 12,220.00  |
| 16   | 617E10100 | COMPACTED AGGREGATE                                      | 4    | CY                  | \$ 200.00    | \$ 800.00                 | \$ 150.00                    | \$ 600.00                    | \$ 625.00                     | \$ 2,500.00           | \$ 110.00    | \$ 440.00     |
| 17   | 202E35200 | PIPE REMOVED, OVER 24" DIAMETER                          | 207  | FT                  | \$ 50.00     | \$ 10,350.00              | \$ 10.00                     | \$ 2,070.00                  | \$ 78.00                      | \$ 16,146.00          | \$ 40.00     | \$ 8,280.00   |
| 18   | 503E11100 | COFFERDAMS AND EXCAVATION BRACING                        | 1    | LS                  | \$ 5,000.00  | \$ 5,000.00               | \$ 9,000.00                  | \$ 9,000.00                  | \$ 9,100.00                   | \$ 9,100.00           | \$ 8,400.00  | \$ 8,400.00   |
| 19   | 503E21300 | UNCLASSIFIED EXCAVATION (FOOTERS)                        | 1    | LS                  | \$ 5,000.00  | \$ 5,000.00               | \$ 4,000.00                  | \$ 4,000.00                  | \$ 9,000.00                   | \$ 9,000.00           | \$ 5,000.00  | \$ 5,000.00   |
| 20   | 506E10000 | EPOXY COATED STEEL REINFORCEMENT                         | 2063 | LB                  | \$ 2.00      | \$ 4,126.00               | \$ 2.25                      | \$ 4,641.75                  | \$ 5.00                       | \$ 10,315.00          | \$ 3.25      | \$ 6,704.75   |
| 21   | 511E46510 | CLASS OCl CONCRETE, FOOTING                              | 31   | CY                  | \$ 600.00    | \$ 18,600.00              | \$ 700.00                    | \$ 21,700.00                 | \$ 736.00                     | \$ 22,816.00          | \$ 680.00    | \$ 21,080.00  |
| 22   | 511E81300 | CONCRETE, MISC. PRECAST WINGWALL                         | 4    | EACH                | \$ 4,000.00  | \$ 16,000.00              | \$ 17,500.00                 | \$ 70,000.00                 | \$ 12,625.00                  | \$ 50,500.00          | \$ 16,000.00 | \$ 64,000.00  |
| 23   | 512E10100 | SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)            | 85   | SY                  | \$ 60.00     | \$ 5,100.00               | \$ 35.00                     | \$ 2,975.00                  | \$ 64.00                      | \$ 5,504.00           | \$ 40.00     | \$ 3,440.00   |
| 24   | 512E33000 | TYPE 2 WATERPROOFING                                     | 265  | SY                  | \$ 30.00     | \$ 7,950.00               | \$ 37.00                     | \$ 9,805.00                  | \$ 25.00                      | \$ 6,625.00           | \$ 18.00     | \$ 4,770.00   |
| 25   | 516E13600 | 1" PREFORMED EXPANSION JOINT FILLER                      | 44   | SF                  | \$ 15.00     | \$ 660.00                 | \$ 25.00                     | \$ 1,100.00                  | \$ 23.00                      | \$ 1,012.00           | \$ 7.00      | \$ 308.00     |
| 26   | 518E21201 | POROUS BACKFILL WITH GEOTEXTILE FABRIC, AS PER PLAN      | 19   | CY                  | \$ 150.00    | \$ 2,850.00               | \$ 85.00                     | \$ 1,615.00                  | \$ 285.00                     | \$ 5,415.00           | \$ 175.00    | \$ 3,325.00   |
| 27   | 611E86001 | 12" X 8" CONDUIT, TYPE A, 705.05, AS PER PLAN            | 72   | FT                  | \$ 2,000.00  | \$ 144,000.00             | \$ 1,361.10                  | \$ 97,959.20                 | \$ 1,700.00                   | \$ 122,400.00         | \$ 1,880.00  | \$ 135,360.00 |
| 28   | 614E11000 | MAINTAINING TRAFFIC                                      | 1    | LS                  | \$ 10,300.00 | \$ 10,300.00              | \$ 4,500.00                  | \$ 4,500.00                  | \$ 6,000.00                   | \$ 6,000.00           | \$ 5,000.00  | \$ 5,000.00   |
| 29   | 623E10000 | CONSTRUCTION LAYOUT STAKES AND SURVEYING                 | 1    | LS                  | \$ 10,000.00 | \$ 10,000.00              | \$ 6,500.00                  | \$ 6,500.00                  | \$ 2,500.00                   | \$ 2,500.00           | \$ 5,000.00  | \$ 5,000.00   |
| 30   | 624E10000 | MOBILIZATION   | 1    | LS                  | \$ 15,000.00 | \$ 15,000.00              | \$ 11,000.00                 | \$ 11,000.00                 | \$ 10,000.00                  | \$ 10,000.00          | \$ 10,000.00 | \$ 10,000.00  |
| 31   | 103E86000 | PREMIUM FOR PERFORMANCE BOND AND FOR PAYMENT BOND        | 1    | LS                  | \$ 7,791.00  | \$ 7,791.00               | \$ 7,000.00                  | \$ 7,000.00                  | \$ 8,875.00                   | \$ 8,875.00           | \$ 3,000.00  | \$ 3,000.00   |
| <b>PROJECT TOTAL =</b>   |           |  |      |                     |              | <b>\$ 335,000.00</b>      | <b>(-2.1%) \$ 328,008.95</b> | <b>(+6.8%) \$ 357,681.00</b> | <b>(+11.9%) \$ 374,918.25</b> |                       |              |               |

Bidder entered incorrect unit price per CCOT spec. Unit price was corrected and totals updated.

conservation efforts are respectful of, and in harmony with, the community's local history and sense of place.

Preservation of the barn will also ensure the Nature Conservancy's project aligns with the Athens County Comprehensive Land Use Plan. The Plan highlights the importance of local historic structures such as the barn through its focus on viewshed protection. The Plan notes that "viewsheds are scenic resources that, as with any other resource, should be carefully maintained in order to sustain their economic, social, cultural, and environmental value." The communications the Nature Conservancy has already received from concerned residents and community groups demonstrate this barn's prominent role within the rural viewshed of State Route 377.

We recognize that ownership of an historic agricultural building is neither the goal nor the focus of the Nature Conservancy. Likewise, the importance of the Nature Conservancy's acid mine mitigation and wetland restoration efforts should not be overlooked when discussing this project. Here, however, there is a unique opportunity to split the parcel and transfer the ownership of the structure to the adjacent private landowner. This will allow for the Nature Conservancy to remain focused on the restoration of the waterway, while the architectural preservation responsibilities will be that of the adjacent landowner.

The State Route 377 viewshed will benefit from a parcel split, as the Nature Conservancy's work improves the natural landscape, while the private preservation of the barn retains a symbol of the local cultural history. The Commission is optimistic about this solution, and encourages the Nature Conservancy to give it serious consideration.

Thank you for your time,

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

**Dress Right Dress letter**

Commissioners received a letter from Dress Right Dress formally withdrawing their application to use the STAR facility.

- \* Commissioner Chmiel expressed disappointment, noting the outcome leaves the building vacant and without services for veterans.
- \* Commissioner Eliason pushed back, emphasizing the state owns the building and makes final decisions, not the county. They felt the withdrawal letter was unnecessarily offensive and that the process had been misrepresented.
- \* Differing perspectives emerged:
  - \* Commissioner Chmiel saw the facility as a lost opportunity for veterans and jobs.
  - \* Commissioner Adkins emphasized that taking on the building would have created liabilities the county could not accept.
- \* Concerns were raised about communications with the state and whether the county should have been involved in the RFP process at all.

**Hooper Landing Multifamily Affordable Housing Community**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve to invite developers of the Hooper Landing LIHTC Project to a Regional Planning Commission meeting for early discussions and transparency. See back of page 288 for letter.

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

**W&S Supt Carson & DLZ Gary Silcott - 6151 Radford Rd**

Supt Carson and DLZ Silcott provided the following update on 6151 Radford Rd – gravity tie-in not feasible → grinder station

- \* Field check showed the service was ~14 inches too shallow for a gravity connection (target slope 2.0%; even at ~1.04% it was still ~4" short).
- \* The main across the road is shallow and cannot be lowered.
- \* Decision: proceed with a grinder station (same Simtech/simplex style used off Whitman/Whitland). Contractor Davis & Bush to coordinate a bid and scope with Gary.
- \* Follow-ups:
  - \* Verify nearby manhole invert and confirm as-built elevations.
  - \* Confirm if any field raises of the line contributed to conflict.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve moving forward with the grinder solution, paying with

# Athens County Commissioners



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**August 26, 2025**

Director of Multifamily Housing  
Ohio Housing Finance Agency  
2600 Corporate Exchange Drive, Suite 300  
Columbus, Ohio 43231

**RE: Hooper Landing Multifamily Affordable Housing Community – Athens County, OH**

To whom it may concern,

Thank you for the opportunity to submit comment regarding the upcoming residential rental development by South Creek Development, LLC, and Common Purpose Development Group, LLC, at 111 Hooper Street within the City of Athens.

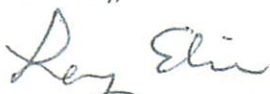
In previous correspondence with the Ohio Housing Finance Agency, the Athens County Board of Commissioners has explained its desire for increased public engagement regarding upcoming developments. With that in mind, **the Board of Commissioners would like to request the Hooper Landing developers and the Ohio Housing Finance Agency attend the September 11<sup>th</sup> meeting of the Athens County Regional Planning Commission.**

The Regional Planning Commission meeting will provide the developers an opportunity to explain the project, ensuring that local agencies in attendance will be educated and prepared to answer questions if asked by their constituents. While this project is within the City of Athens and plan review is a function of the City's administration, it is important that the surrounding jurisdictions within Athens County have a detailed understanding of the development to reduce confusion and miscommunication as the construction process moves forward.

Meetings of the Athens County Regional Planning Commission are held at the **Ohio University Innovation Center, 340 W. State St., Athens, OH 45701** at **8:00am**. If you are unable to attend the **September 11<sup>th</sup>** meeting, the following meeting will be held on **October 9<sup>th</sup>**. If you have any questions about the Regional Planning Commission, please contact the Athens County Planning Director, Connor LaVelle, at 740-447-5890.

The Athens County Board of Commissioners looks forward to learning more about this project in the coming months. Thank you for your interest in doing business within Athens County.

Sincerely,

  
Lenny Eliason, President

  
Charlie Adkins, Vice-President

  
Chris Chmiel, Commissioner

CC: City of Athens – Mayor Steve Patterson & City Planner Meghan Jennings



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contingency funds from the Sewer Project.

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

**W&S Supt Carson & DLZ Gary Silcott - Updates**

1) Responsibility & quality control disputes (design vs. field)

- \* Commissioners pressed the engineer (Gary) on why problems keep surfacing (e.g., gravity won't work, repeated "surprises," extra cost to taxpayers).
- \* Points raised:
  - \* HDR produced the original design; the successor engineer value-engineered/adjusted but did not fully redesign every service due to time and budget constraints.
  - \* Commissioners stressed that field oversight should have caught conflicts; asked why contractor checks didn't prevent the Radford shortfall.
  - \* Commissioners noted repeated issues (including earlier Whitland/rock cases) and warned the relationship is near breaking point if performance and communication don't improve.
  - \* Action: Engineer to review contractor liability window (mechanic's lien/limitations period) and where appropriate, push contractors to correct work if their field layout caused the miss.

2) New Marshfield public meeting & communications breakdown

- \* A key community meeting was mishandled: notices didn't go out properly; engineer missed the meeting; residents were upset.
- \* Clarifications:
  - \* Historically the engineering firm mailed notices; this time the county assumed the firm would again. When it became clear notices hadn't gone out, staff at the water/sewer office hand-delivered with little time left.
  - \* Commissioners: future project letters must be owned and sent by the engineering team (with county CC'd), with clear maps and verified address lists.
- \* Next steps:
  - \* A small stakeholder committee meeting will be held next week (proposed Wed or Thu, 6:00 PM, at Waterloo). Engineer must attend.
  - \* County to send a letter to a resident (Zak Sherman) who publicly claimed broad design experience, requesting specific projects and qualifications before the committee meets.

3) Connection-cost assistance strategy (New Marshfield & beyond)

- \* Concern: state WPCLF/private-property connection assistance is reportedly cut ~89%; many residents can't afford hookups.
- \* Existing: there's a \$100,000 set-aside for connections on another project; may be adjustable pending bids.
- \* Action items:
  - \* Water/sewer to work with Le Ax account data to estimate how many parcels are rentals (rentals don't qualify for certain aid), to quantify assistance need.
  - \* Explore Community Action/HEAP/home repair programs for eligible low-income homeowners.
  - \* Engineer to outline financing options the county could legally offer (e.g., amortize connection cost into monthly sewer rates/assessments), with legal review.
  - \* Design principle reminder: keep laterals shallow and close to houses to reduce homeowner costs; soil borings aimed to stay above rock where possible.

4) Resident case: George Tanner (Beechwood / Route 50 area)

- \* Issues raised:
  - \* Said he never received mailed notices (lives in Texas; first learned of project by seeing construction).
  - \* Initially couldn't locate his tap; the first field visit allegedly mis-pointed; later staff showed him the actual tap ~100 ft away from where he'd been told.
  - \* Questioned a large assessment total showing on tax bills; felt charged before service was usable.
- \* County responses:
  - \* By funding rules, once main and tap are available, 90-day clock runs; after that, debt retirement (assessment) and usage charges apply, even if not yet connected.

\* Staff clarified the assessment posted was \$2,340.59 (one assessment in 2024), with penalties/interest added by the Treasurer if unpaid—explaining the higher total he saw.

\* Action: County will pull Treasurer records to reconcile what was billed/paid (he reported a ~\$2,400 payment in January), and verify notices were addressed to his Texas mailing address on tax rolls.

\* Engineer/water-sewer will provide plan sheets showing the tap and any easements to clarify whether laterals run on his parcel or in right-of-way/easements.

5) Additional property/tap conflict (66 / 68 address split)

\* Situation: A parcel with two dwellings was later split; a driveway and new surveyed line placed the existing tap for #66 across the new line, functionally on/through #68's side.

\* The current owner of #68 reportedly won't grant an easement and is preparing to resell.

\* Options/assessment:

\* Because the split occurred after the public project installed taps, the county is not obliged to relocate the tap at public expense.

\* Owner of #66 may need a new on-parcel tap (deep—~18–20 ft—through rock; estimated \$15–30k).

\* Alternatively, work with the neighbor on an easement; or consult Health Dept about upgrading/maintaining a septic if connection is infeasible.

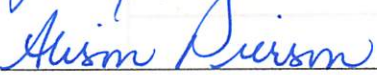
\* County view: this is primarily a private dispute resulting from the later lot split; county can abandon the old tap and permit a new on-parcel tap if pursued.

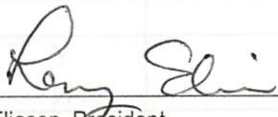
Adjourn

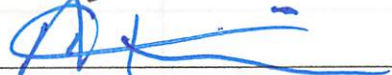
A motion was made by Mr. Adkins and seconded by Mr. Chmiel to adjourn the above meeting.


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

