

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 Thursday, July 17, 2025 Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes July 8, 2025

Approve Appropriations, Transfers, New Line Items Requests/Changes, Then & Nows, & Bills  
Fund to Fund; AHSWD \$12,500.00 from 739.2739.580100 Transfers Out to 745.2745.530100 Transfers In  
Fund to Fund; AHSWD \$25,000.00 from 739.2739.590100 Advance Out to 745.2745.421100 Advance In  
Fund to Fund; Comm \$15,301.97 from 001.1236.589000 Transfers Out to 999.2999.417100 Pay Liab

- 9:30 Bid Opening - Mass Casualty Van
- 9:45 DJFS Dir Jean Demosky - weekly updates
- 10:00 Jeff- HAPCAP
- 10:15 Planner Connor LaVelle - Major Subdivision
- 10:30 W&S Supt Oscar Carson - weekly updates
- 10:45 EMS - Resignation & Tac Medic
- 11:00 Auditor - OPERS
- 11:30 LUNCH

**Agenda Items**

- Eng - Award 2025 Athens County Paving Project of \$786,766.25 & authorize Jeff Maiden to sign contract related items
- Eng - Resolution for CR42 Box Culvert Project (OPWC Emergency Project) & sign the application
- EMS - HVAC Issue
- 691 Landfill AUP Report
- EMS Levy
- General Assembly SOPEC Resolution
- Old 911 Admin Offices
- Commissioners - surplus
- Broker of Record letters
- ARC Amesville Progress Report

**~TRAVEL**

- DJFS Jean Demosky; OJFSDA Inaugural Symposium, Westerville OH; 07/23-07/25/25
- DJFS Jean Demosky; OCSPA Leadership Training, Westerville, OH; 08/24-08/26/25
- Sheriff John Morris & Joel Banks; ICAT Training, Decatur IL; 09/30 - 10/02/25

**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 July 8, 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, including Fund to Fund; AHSWD \$12,500.00 from 739.2739.580100 Transfers Out to 745.2745.530100 Transfers In, Fund to Fund; AHSWD \$25,000.00 from 739.2739.590100 Advance Out to 745.2745.421100 Advance In, Fund to Fund; Comm \$15,301.97 from 001.1236.589000 Transfers Out to 999.2999.417100 Pay Liab and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 07/08/2025 To:

07/10/2025, INVOICE TRACKING REPORT - From: 07/10/2025 To: 07/15/2025 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.

**Bid Opening - Mass Casualty Van**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to acknowledge receipt of the Mass Casualty Van Bid from Don Wood Automotive in the amount of \$60,712.00 for a 2026 F6X0 T350HD HR Cargo AWD.

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

**DJFS Dir Jean Demosky - Weekly Updates**

Dir Demosky provided the following weekly updates:

1. SNAP Program and Federal Policy Updates
  - \* Error Rate Impact:
    - \* Ohio's SNAP error rate is now over 9% (overpayments + underpayments combined).
    - \* This puts the state into a higher federal contribution penalty bracket.
    - \* Positive note: Ohio had a 5% error rate in March, suggesting improvement is possible.
  - \* Policy Complications:
    - \* States may choose whether to use 2025 or 2026 data for evaluation—creating ambiguity.
    - \* Dir Demosky emphasized the need for counties to raise their voices to the state to prevent local fiscal harm.
  - \* Federal Match Reduction:
    - \* A proposed change would reduce the federal SNAP match from 50% to 25%, shifting a \$65 million burden statewide to counties.
    - \* Recommendation: Counties should formally advocate against this shift.
2. Aspire Education Grant Status
  - \* Previous Aspire grant increase from \$72,000 to \$100,000 is now uncertain.
  - \* Recent notice indicates the grant may be frozen or zeroed out.
  - \* \$20,000 has been received so far, but further funding remains unclear.
3. Aspire GED Graduation Event
  - \* A celebratory Aspire graduation event was held with high family attendance.
  - \* The event included pizza and cake, contributing to a positive experience for graduates and families.
4. NET Rides Expansion & Strategy
  - \* In 2019: Just under 500 one-way rides.
  - \* Current year: Up to ~15,000 rides, attributed to:
    - \* Additional vehicles
    - \* Increased driver flexibility
  - \* Staff including caseworkers and social workers are filling driver roles, preserving NET ride reimbursements and hitting RMS targets (10 so far).
  - \* Vehicle Request:
    - \* If other county agencies have surplus SUVs, sedans, or minivans, JFS is requesting them to expand NetRide capacity.
5. Community Engagement & Wellness Initiatives
  - \* Back-to-School Bash:
    - \* Scheduled for July 23, 2025, 9:00 AM–3:00 PM in Nelsonville Square.
    - \* Will feature:
      - \* Tent setup
      - \* Attendance by Robin Burrow with a Joe Burrow-themed video
      - \* Heavy staff and volunteer involvement
  - \* Wellness Programming:
    - \* Received \$3,000 grant (of \$5,000 requested) from Rocky Community Improvement Fund.
    - \* Planning to offer:
      - \* Chair yoga and general yoga
      - \* Smoking cessation classes (potentially supported by the Health Department)
6. GRIT Grant Proposal & Contracts Review
  - \* A new GRIT grant proposal is being finalized for school-related programming—anticipated to be substantial.
  - \* All JFS contracts are under review to identify areas for reduction or elimination.
  - \* Updates on contract decisions to be shared to avoid surprises and ensure alignment with commissioner

expectations.

7. Food Rescue Collaboration

- \* Partnership initiated with 740 Kitchen, a local food rescue effort:
  - \* Donation of a freezer to the Community Cares Resource Center.
  - \* Bi-weekly deliveries of frozen rescue meals for client distribution.
  - \* Partnership initiated via Robin Burrow.

8. Property Update: 510 Sale & Auction Planning

- \* Third sale attempt fell through.
- \* Group discussed shifting to auction format with a tentative minimum bid of \$111,000.
- \* Considerations include:
  - \* Timing (likely after November 15, post-bond payment)
  - \* Sealed bids vs. auction: Auction might have broader reach; auctioneer takes a small commission.
  - \* Potential vendors: County to explore alternatives including Sheriff's auction platform.

9. Staffing Strategies Amid Budget Pressures

- \* Departments are employing:
  - \* Hiring freezes
  - \* Redistribution of staff duties
- \* Union supports flexibility (e.g., higher-paid staff filling lower-paid driving roles temporarily) to retain services and prevent layoffs.

**Linn Hall Change Order - HAPCAP Jeff Jenkins**

- \* Purpose of the Change Order:
  - \* Related to electrical conduit work, HVAC penetrations, and lighting additions in mechanical rooms.
  - \* Adjustments were needed due to:
    - \* Routing conduit a longer distance than anticipated.
    - \* Accommodating HVAC duct paths through newly exposed wall sections.
    - \* Addition of lighting in a mechanical room.
- \* Funding Source:
  - \* No additional funding is required from grants or the board.
  - \* Costs are covered by OU's committed funds for the project.
- \* Approval Process:
  - \* The change order was reviewed and signed by:
    - \* The architect team
    - \* The contractor
    - \* HAPCAP

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Linn Hall Change Order as recommended by HAPCAP Jeff Jenkins.

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

**HAPCAP Jeff Jenkins - Updates**

Construction Project Updates

A. Jacksonville NRG Center

- \* A kickoff meeting was held with the engineering team.
- \* Design phase is now underway.

B. 93 High Street Renovation

- \* Plumbing and electrical rough-ins are complete on the third floor.
- \* HVAC installation has begun, and drywall work is now expanding beyond stairwells into the main areas.
- \* Delays noted in the delivery of:
  - \* Doors and windows: one component has arrived, the other is still pending.
- \* Cabinet color selections are in progress, with some lead time expected for custom selections.
- \* Overall: Project is progressing well and on track.

C. 87 High / Adjoining Lot Project

- \* 95% plan review is scheduled for next week.

D. OSU Extension Project

- \* Nathan is leading the project; currently unavailable for a detailed update.
- \* It's believed that the required letter has been submitted, but confirmation is pending.

**W&S Supt Oscar Carson - Weekly Updates**

Supt Carson provided the following weekly updates:

**1. Sewer Drainage & Water Flow Complaint****\* Issue Description:**

- \* Ongoing water intrusion in a resident's basement, seemingly correlated with recent sewer infrastructure installations.

- \* Resident Mr. Curt Cutright noted (358 Estates Dr):

- \* No water problems prior to sewer construction.

- \* Frequent water running down basement walls, even without recent rain.

- \* Concern about mold risk due to continuous dampness.

- \* Use of two 24/7 dehumidifiers connected to a sump pump to mitigate.

- \* Background/Contributing Factors:

- \* A pre-existing drainage ditch had been filled in over the years by multiple property owners.

- \* Drainage system was allegedly damaged when a collection station was installed in the front yard.

- \* A culvert under the property may have been compromised during installation.

- \* Actions Planned:

- \* Supt Carson will:

- \* Follow up with Gary and Mike to arrange an on-site visit.

- \* Invite the contractor responsible for installation.

- \* Commissioners intend to hold a joint meeting next Tuesday to review the matter with all parties.

- \* Mr. Cutright agreed to attend and share video evidence of the flooding.

**2. Heatherstone Trailer Park – Sewer Damage from Improper Equipment Use****\* Issue Description:**

- \* A Capstone maintenance crew attempted to clear a sewer clog at Lot 1.

- \* The metal snake tool used lacked a proper attachment and punctured the SDR 35 pipe under the road.

- \* Resulted in gravel contamination of the line, which had to be excavated and repaired by county staff.

**\* Action Taken:**

- \* The incident was documented with photos.

- \* Supt Carson notified Mr. Funk from Capstone and plans to bill the company for the damage.

- \* Commissioners approved proceeding with billing Capstone for the repair costs.

**3. Grinder Pump Documentation Request****\* Context:**

- \* A public records request was submitted regarding information about grinder pumps (Dan Anerino at 9000 Echo Ln).

**\* Actions Taken:**

- \* Supt Carson:

- \* Delivered available documentation to the homeowner.

- \* Contacted Troy from Great Lakes (equipment supplier), who is working to develop a comprehensive manual for homeowners.

- \* The manual will also include vendor contact information for ongoing support.

- \* Resident's spouse reportedly satisfied with the interim response.

**Major Subdivision - Planner Connor LaVelle**

Planner LaVelle provided the following Major Subdivision update:

**Overview:**

- \* A 5.028-acre parcel located along Young Road in Carthage Township is being split from a larger lot.

- \* Instead of a flagpole design (narrow frontage strip), the subdivision will utilize a 30-foot wide private access easement using an existing gravel drive.

- \* The easement is defined as 15 feet on either side of the driveway centerline, ensuring recorded legal access for future property owners.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approved to accept the subdivision as presented by Planner Connor LaVelle.

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

**Bike Path Trail Signage & Drainage Repairs - Planner Connor LaVelle**

Planner LaVelle provided the following information:

- \* Trail Signage & Drainage Repairs – Athens County Bike Paths

- \* Issues Identified:

- \* Signage replacements needed:

- \* Graffiti-covered signs at Armitage Road intersection: Bike Route and No Motor Vehicles signs.
- \* A missing stop sign at Glen Ebon and bike path intersection (north-facing side).
- \* Erosion concern identified by Maintenance Supt. Mike Biggins on the Athens-Belpre Rail Trail.
- \* Proposed Solutions:
  - \* Replace vandalized/missing signs.
  - \* Install a 10-inch diameter, 20-ft culvert pipe to resolve erosion on the rail trail.
  - \* Total cost of materials: ~\$280.
  - \* Funds available: \$1,300 in the bike path equipment budget.
- \* Discussion:
  - \* Query raised about potential unused donations or committee-raised funds for signage in past years.
  - \* Suggestion to investigate committee fund balances before using county equipment budget.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the expenditures, with clarification that Planner LaVelle will determine if costs should be drawn from the donation fund or planners fund.

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

**EMS Grant & Long-Term Vehicle Strategy Updates - Chief Pyle**

Chief Pyle provided the following EMS updates:

**\*ODPS Grant for Equipment & Training**

- \* Grant Received: \$4,785.14 from the Ohio Department of Public Safety (ODPS)
- \* Purpose: Supports training and equipment acquisition.
  - \* Past purchases included AEDs for training rooms.
  - \* Could be used toward a training simulator, with the county covering any overage costs.

**\*Long-Term Vehicle Strategy**

- \* Proposal: Transition to truck front-end, 4WD ambulances with longer service life:
  - \* Service life goal: 8 years active + 4 years reserve, versus current 4+4.
  - \* Aim to purchase one higher-quality ambulance per year instead of two.
- \* Vendors Being Reviewed: Braun, Crestline, AEV, and others.
- \* Preferred Make: Possibly Ford, due to 10-speed transmission improving power issues (e.g., difficulty ascending driveways).

**EMS Resignation**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to accept the EMS Resignation from Derek Hendershot as presented by Chief Pyle.

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

**EMS 2 Trucks Change Order**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the change order for the drop skirt on the 2 trucks that will be delivered in August 2025 total amount of \$425,388.00. See back of page 238 for purchase agreement.

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

**EMS 2 Truck Order for 2026**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the order of 2 Trucks that will be delivered May 2026 total amount of \$495,002.00. See back of page 238 for purchase agreement.

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

**EMS - TEMS MOU**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the TEMS MOU as presented by Asst. Chief Crossen Jr. See back of page 239 for MOU.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, no; Mr. Chmiel, yea; Mr. Adkins, yea.

**EMS - HVAC Issue**

- \* HVAC Adjustments at EMS Facility
  - \* Issue: Inefficient cooling in day rooms due to thermostat and air intake settings.



PURCHASE AGREEMENT

Table with columns: BILL TO, BUILD #, DATE, TERMS. Includes contact info for Randy Croston and terms: Delivery: August 28, Payment: COD.

This contract is made between Rolland Specialty Vehicles & Products, Inc. (RSVP, Inc.) 2945 York St. Toledo, OH 43005 and Athens County EMS, 21 Kenny Drive Athens, OH 45701

RSVP agrees to provide (2) 2025 Ford E-450 168" x 55" x 72" Ambulances (26DF33237-280), meeting or exceeding the detailed specifications, drawings and agreements made between the two parties.

Table with columns: DESCRIPTION, QTY, UNIT PRICE, AMOUNT. Includes subtotal \$423,388.00, delivery \$2,000.00, and total \$425,388.00.

If you have any questions about this invoice, please contact Mack Amos at (419) 410-4142 or mos@rspambulance.com.

Terms and Conditions

WHEREAS, The Seller desires to sell the vehicle(s) described herein upon the terms and conditions set forth below;

WHEREAS, the Buyer desires to purchase the vehicle(s) described herein and offered for sale by Seller under the terms and conditions set forth below.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and other good and valuable consideration exchanged by the parties and set for the herein, the parties intending to be legally bound, agree as follows:

1. Acquired Vehicle. The Buyer agrees to purchase and the Seller agrees to sell the vehicle(s) described on Page 1 ("Acquired Vehicle(s)")

2. Purchase Price. The total Purchase Price paid by Buyer to Seller for the Acquired Vehicle(s) is \$425,388.00 and shall be payable as follows:

(a) Deposit. Buyer shall pay to Seller a deposit of 0% due upon execution of this Agreement (the "Deposit").

(b) The remainder of the Purchase Price shall be due in immediately available funds upon Delivery of the Acquired Vehicle(s).

(c) The Parties acknowledge and agree that there may be a significant period between the date of this Agreement and the delivery of the Acquired Vehicle(s). This period is necessary to allow sufficient time for the manufacturing and production process of the vehicle. The Parties further agree that the Purchase Price of the Acquired Vehicle(s) may be subject to an upward adjustment in an amount equal to the difference between manufacturer's price on the date of this Agreement and the manufacturer's price on the date the Acquired Vehicle(s) made available to Seller by Manufacturer.

3. Event of Default. The following shall constitute an "Event of Default" under this Agreement: (i) failure by the Buyer to make any payment due under this Agreement within thirty (30) days of the due date; (ii) Failure by the Seller to deliver the vehicle within sixty (60) days of the agreed delivery date, unless such delay is caused by force majeure or other circumstances beyond the Seller's control, or (iii) failure by either party to perform any other material obligation under this Agreement, which failure is not cured within thirty (30) days after written notice of such failure is provided by the non-defaulting party.

4. Seller's Remedies: Upon the occurrence of an Event of Default by the Buyer, the Seller may pursue any remedy available under applicable law, including specific performance and damages.

5. Buyer's Remedies: Upon the occurrence of an Event of Default by the Seller, the Buyer may terminate this Agreement by providing written notice to the Seller and receive a refund of the Deposit, if any.

6. Indemnification of Attorneys Fees and out-of-pocket costs. Should any party materially breach this agreement (including representations and warranties made to the other side), the non-breaching party shall be indemnified by the breaching party for its reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this contract (including the breach of representations or warranties). This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this contract. The term "out-of-pocket costs", as used in this contract, shall not include lost profits.

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PURCHASE AGREEMENT

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This contract is made between Rolland Specialty Vehicles & Products, Inc. (RSVP, Inc.) 2945 York St. Toledo, OH 43005 and Athens County EMS, 21 Kenny Drive Athens, OH 45701.

RSVP agrees to provide (2) 2026 Ford E-450 168" x 65" x 72" Ambulances (26DF33567-680), meeting or exceeding the detailed specifications, drawings and agreements made between the two parties.

Table with columns: DESCRIPTION, QTY, UNIT PRICE, AMOUNT. Includes subtotal \$493,002.00, inspection \$2,000.00, and total \$495,002.00.

If you have any questions about this invoice, please contact Mack Amos at (419) 410-4142 or mos@rspambulance.com.

7. Integration. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

8. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of its scope and breadth permitted by law.

9. Modification. Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

10. Acknowledgements. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

11. Exclusive Jurisdiction for Suit in Case of Breach. The Parties, by entering into this agreement, submit to jurisdiction in Ohio for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of Lucas County, Ohio shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sound in contract, tort, or other areas of the law.

12. State Law. This Agreement shall be interpreted under, and governed by, the laws of the state of Ohio.

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement on

Seller: Rolland Specialty Vehicles & Products, Inc.

By: [Signature] Date Signed: 7/18/25

Its: President

Buyer:

By: [Signature] Date Signed: 7/17/25

7. Integration. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

8. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of its scope and breadth permitted by law.

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10. Acknowledgements. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

11. Exclusive Jurisdiction for Suit in Case of Breach. The Parties, by entering into this agreement, submit to jurisdiction in Ohio for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of Lucas County, Ohio shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sound in contract, tort, or other areas of the law.

12. State Law. This Agreement shall be interpreted under, and governed by, the laws of the state of Ohio.

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement on

Seller: Rolland Specialty Vehicles & Products, Inc.

By: [Signature] John Amos, Jr. Date Signed: 7/18/25

Its: President

Buyer:

By: [Signature] Date Signed: 7/17/25

- \* Fixes Made by Technician:
  - \* Reduced outside air intake from 70% to 30% to increase cooling efficiency.
  - \* Recalibrated thermostat and adjusted mini-split system to better sync cooling across rooms.
- \* Monitoring Needed: Will continue to evaluate adjustments to avoid stale air while improving temperature control.

#### EMS Levy

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to acknowledge receipt of the Certificate of Estimated Property Tax Revenue for EMS and authorize Administrator JoAnn Rockhold to put it on the ballot in November. See back of page 239 for Certificate of Estimated Property Tax Revenue for EMS.

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

#### OPERS - Auditor's Office (Brandi Sanders)

Brandi Sanders, Finance Director of the Auditor's Office provided the following:

##### 1. Audit Overview & Reconciliation Challenges

###### \* Audit Findings:

The 2023 audit and associated OPERS (Ohio Public Employees Retirement System) interest penalties revealed a critical issue: the bank account used to pay OPERS was not properly reconciled.

###### \* Reason for Discrepancy:

Payments to OPERS were historically made on the last possible day of each month, resulting in overlapping reporting periods and confusion over which payrolls were represented in the payments.

###### \* Uncovered Issue:

The account showed a negative balance of \$11,000 during the most recent OPERS payment cycle, traced back to:

- \* Unreimbursed penalties and interest from 2020–2023.
- \* Payments had been made from the regular employer/employee contributions without restoring the penalty amounts to the account.

##### 2. Corrective Action & Reconciliation Procedure

###### \* Resolution Strategy:

\* Finance Director Sanders back-calculated the account from early 2025 back to December 2024 to reconstruct accurate balances.

\* A monthly reconciliation process was implemented to prevent recurrence.

###### \* Procedure now includes:

- \* Depositing actual payroll deductions by cycle.
- \* Tracking OPERS payments against those deposits.
- \* Reconciling monthly once bank statements are available.
- \* Ensuring the account always returns to zero balance, except in rare payroll timing overlaps.

###### \* Commissioner Support:

Finance Director Sanders proposed bringing monthly reconciliation reports to the Commissioners for transparency and accountability, which was enthusiastically accepted.

##### 3. Late OPERS Submission & Penalty (May–June 2025)

###### \* Issue Identified:

\* During a particularly busy June (audit, actuarial and PAFR reporting, staff retirement transition), May's OPERS premium was not submitted.

\* It was discovered on July 2, two days after the deadline.

\* Resulting penalty: \$3,988.48.

###### \* Corrective Control Introduced:

\* Created an internal deadline calendar with reminders and a secondary accountability check.

\* Another staff member is now responsible for verifying submission status monthly to prevent oversight.

##### 4. Final Remarks & Assurance

\* Finance Director Sanders emphasized that with the new procedures in place:

\* Timely reporting and reconciliation will be the standard.

\* Internal control failures will be proactively mitigated.

\* Commissioners commended the initiative, transparency, and improved processes.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Budget Transfer for \$15,301.97 to reconcile and balance the OPERS account.

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between Athens County Board of Commissioners/Athens County EMS ("Employer") and The International Association of Fire Fighters/Athens County EMS Association Local 5126 ("Union").

Whereas, there is currently a collective bargaining agreement ("CBA") between the parties covering the period January 1, 2024 through December 31, 2027

Whereas, the Parties hereby agree as follows:

- 1. Athens County TEMS members may be involved in the pre-planning, assessment of, and performing TEMS/EMS responsibilities in the SRT setting.
2. Athens County TEMS unit(s) will be involved in a monthly training with the SRT if they are available to do so.
3. All TEMS members must attend the ATOMS (Advanced Tactical Operations Medical Specialist) training, An OPOTA certified Tactical Medic Firearms course, and an 8-hour critical decision-making course within 2 years of being brought on to the TEMS team.

The parties Further Agree that any and all other articles and/or sections of the CBA referenced above, as well as any other memorandum of understanding currently in effect, not amended or modified by this MOU, shall remain in full force and effect as currently written for the balance of the contract term and until a successor agreement is negotiated between them.

In witness whereof, The Parties have executed this agreement as of the 17th day of July 2025 in Athens County, Ohio

Union President

[Signature]

Commissioners

[Signature]

[Signature]

[Signature]

Office of the Board of Elections, Athens County, Ohio July 21, 2025

Received of Jo Ann Rockhold

- Declaration of Candidacy Petition for the Office of...
Nominating Petition for the office of...
Local Option Petition
Referendum Petition
Initiative Petition

Filing Fee Paid \$ Cash Check # Credit/Debit Card

Subdivision: Number of Signatures: Number of Part - Petitions:

DESCRIPTION - PURPOSE, RATE, DATE OF ELECTION, ETC.
TAX LEVY - PURPOSE: Operation + maintenance of emergency medical service
MILLAGE 1.5 TYPE: Replacement + increase LENGTH OF TIME: 5 yrs
COMMENCING 2025 CALENDAR YEAR 2026

- BOND ISSUR
CHARTER AMENDMENT
OTHER

OTHER FEES RECEIVED \$ Cash Check # Credit/Debit Card FOR:

ATHENS CO BOARD OF ELECTIONS, By [Signature]

OFFICE USE BOBCOMM BOBFPER DEPOSIT DATE BATCH NUMBER

RESOLUTION TO PROCEED OF THE TAXING AUTHORITY

The Board of Commissioners of Athens County, Ohio, do hereby certify that the following resolution was adopted at a regular session on July 17, 2025 at the office of the Board of Commissioners with the following members present: Leroy Eliason, Chris Christel, Charlie Adkins.

RECEIVED JUL 21 2025 ATHENS COUNTY BOARD OF ELECTIONS

WHEREAS, the amount of taxes which may be raised within the several limitations will be sufficient to provide an adequate amount for the necessary requirements of the said Athens County, Ohio, to wit:

RESOLVED, that the Board of Commissioners, Athens County, consisting of all members thereof do hereby certify that it is necessary to levy a tax in excess of the tax with limitation for the purpose of:

that the county auditor estimate will average \$2,250,474 annually, at a rate not exceeding 1.50 mills for each \$1 of taxable value, which amounts to \$ 3,300.00 for each \$100,000 of taxable value.

- As additional levy of...
As additional levy of...
As additional levy of...
As additional levy of...
As additional levy of...

RESOLVED, that the election of levy authorized herein be referred to the voters of said Athens County, Ohio, at the general election to be held on the second Monday after the first day of November, 2025.

RESOLVED, that the Clerk of said Board of Elections do hereby certify that a copy of this Resolution has been filed with the Board of Elections of Athens County, Ohio, and that a copy of the same has been filed with the Board of Elections of Athens County, Ohio, and that a copy of the same has been filed with the Board of Elections of Athens County, Ohio.

Table with 2 columns: Name, Amount. Mr. Christel \$100, Mr. Adkins \$100, Mr. Eliason \$100.

Having received the required two-thirds majority, the Resolution was adopted adopted July 17, 2025.

Signature of Jo Ann Rockhold, Treasurer, Athens County, Ohio.

DIGITAL OFFICER CERTIFICATION Jo Ann Rockhold, Athens County, Ohio.

RESOLVED, that the election of levy authorized herein be referred to the voters of said Athens County, Ohio, at the general election to be held on the second Monday after the first day of November, 2025.



Jill A. Davidson Athens County Auditor

DTE Form 1498 Revised 1/23 R.C. 45705.61, 5705.03

CERTIFICATE OF ESTIMATED PROPERTY TAX REVENUE

The County Auditor of ATHENS County, Ohio does hereby certify the following:

- 1. On July 8, 2025 the taxing authority of the ATHENS COUNTY BOARD OF COMMISSIONERS certified a copy of its resolution or ordinance adopted July 8, 2025 requesting the county auditor to certify the current taxable value of the subdivision and the amount of revenue that would be produced by ONE AND ONE-HALF (1.50) mills, to levy a tax outside the 10 mill limitation for OPERATION AND MAINTENANCE OF EMERGENCY MEDICAL SERVICES purposes pursuant to Revised Code 5 5705.19 (J), to be placed on the ballot at the NOVEMBER 4, 2025, GENERAL Election. The levy type is a REPLACEMENT AND AN INCREASE.
2. The property tax revenue that will be produced by the stated millage, assuming the tax value of the subdivision remains constant throughout the life of the levy, is calculated to be \$2,250,474.
3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$ 1,546,717,710.
4. The millage for the requested levy is FIFTEEN TEN-THOUSANDTHS (0.0015) mills per \$1 of taxable value, (1.50 mills per \$1,000 of taxable value) which amounts to \$ 23 (rounded to the nearest \$1.00 per \$100) for each \$100,000 of the county auditor's appraised value.

Jill A. Davidson, Athens County Auditor

JULY 16, 2025 Date

\* Estimate calculated based on a 1% delinquency.

**Engineer - Award 2025 Athens County Paving Project**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to award the 2025 Athens County Paving project to the Low Bidder – Shelly & Sands Inc. at their bid price of \$ 786,766.25 and to authorize Engineer Jeff Maiden to sign contract related items.

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

**Engineer - Resolution for CR42 Box Culvert Project**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to authorize Commissioner Eliason to sign the PWC application and to approve a Resolution for CR42 Box Culvert Project (OPWC Emergency Project). See back of page 242 and front of page 243 for full application and resolution.

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

**691 Landfill AUP Report**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to authorize Commissioner Eliason to sign the AUP report for the 691 Landfill Audit as requested by 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.

**General Assembly SOPEC Resolution**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the General Assembly SOPEC Resolution. See back of page 240 for SOPEC Resolution.

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

**Request Carbon Fee**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to request the Carbon Fee in the amount of \$15,208.00 and the 911 Dir. Teresa Fouts-Imler will follow through.

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

**Office Space Assignment - Sheriff's Department**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the reassignment of three front offices in the former 911 administrative area to the Sheriff's Department.

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

**Surplus - Commissioner**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the commissioners surplus and declare a former Land Bank Ford Truck surplus and scrap it.

Property Description:	Vin:
2007 Ford Ranger	1FTZR45E47PA78310

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

**Broker of Record Letters**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Broker of Record Authorization for Athens County to Anthem, CEBCO, Dearborn, Guardian, & VSP. See back of page 243 for all Letters for Broker of Record Authorization for Athens County.

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

# 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:  
co.athensoh.org

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

## County of Athens, OHIO RESOLUTION NO. 0717-122

### ACCEPTANCE OF COMMUNITY GRANT FROM THE SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL

**WHEREAS**, the County of Athens, Ohio (the "County") is a member of the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC"), a regional council of governments under Chapter 167 of the Ohio Revised Code; and

**WHEREAS**, SOPEC exists to serve its members and has conserved funds for grants; and

**WHEREAS**, on June 26, 2025, the SOPEC General Assembly approved a community grant in an amount of \$39,744.88 for the County of Athens for a solar project.

**NOW, THEREFORE, BE IT RESOLVED** that the County of Athens hereby approves the acceptance of the SOPEC community grant in an amount of \$39,744.88 for a solar project.

Signed this 17<sup>th</sup> of July 2025

  
Lenny Eliason, President

  
Charlie Adkins

  
Chris Chmiel

**ARC Amesville Progress Report**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to ratify Commissioner Eliason's Signature on ARC Amesville Certified Progress & Financial Reports. See front of page 244 and back of page 244 for ARC Amesville Reports.

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:  
DJFS Jean Demosky; OJFSDA Inaugural Symposium, Westerville OH; 07/23-07/25/25  
DJFS Jean Demosky; OCSPA Leadership Training, Westerville, OH; 08/24-08/26/25  
Sheriff John Morris & Joel Banks; ICAT Training, Decatur IL; 09/30 - 10/02/25

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

**Health Care Issue**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve requesting that CEBCO make an exception to our Section 125 Plan to allow Montana Moody to be added to our health coverage:  
July 17, 2025

CEBCO  
c/o County Employee Benefits Consortium of Ohio

Subject: Request for Exception to Section 125 Plan – Montana Moody Removed from Parents Insurance

Dear CEBCO Representatives,

The Athens County Board of Commissioners is formally requesting that CEBCO make an exception to our Section 125 Plan to allow Montana Moody to be added to our health coverage, due to her parents removing her from their insurance—an event that falls outside of the standard qualifying event window.

We understand that this request constitutes a violation of the provisions outlined in our current Section 125 Plan. However, due to the specific circumstances surrounding this situation, we believe it is in the best interest of the employee to support this request and ask for your consideration in granting an exception.

We acknowledge the implications of this request and affirm that this is an unusual and isolated case. We also understand that approval of this exception does not set a precedent for future changes and does not alter the terms of our existing plan.

Thank you for your attention to this matter and for your continued partnership and support.

Respectfully,

/s/Lenny Eliason, President

/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.

**Lactation Room Requirement**

Administrator JoAnn Rockhold provided the following:

\* Commissioners were informed of a state requirement to provide a lactation room, which must be separate from restrooms and include a refrigerator.

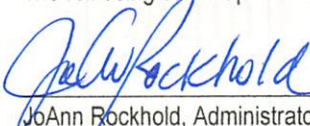
\* A future designated space was proposed for when the Sheriff's office relocates, specifically in the courthouse annex.

\* The issue is currently under review and being tracked for implementation.

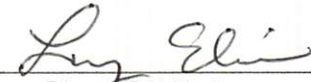
**Adjourn**


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



State of Ohio  
Public Works Commission  
Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant: Athens County Subdivision Code: 009-00099  
 District Number: 15 County: Athens Date: 07/10/2025  
 Contact: Jeff Maden, Athens County Engineer Phone: (740) 592-5514  
 Email: jmaden@athensoh.org FAX: (740) 592-4616

Project Name: CR 42 Box Culvert Project Zip Code: 45701  
 Subdivision Type: \_\_\_\_\_ Project Type: \_\_\_\_\_  
 Funding Request Summary  
 Total Project Cost: 170,000.00  
 1. Grant: 153,000.00  
 2. Loan: 0.00  
 3. Loan Assistance/Credit Enhancement: 0.00  
 Funding Requested: 153,000.00

District Recommendation (To be completed by the District Controller)  
 Funding Type Requested: \_\_\_\_\_  
 State Capital Improvement Program: \_\_\_\_\_  
 Local Transportation Improvement Program: \_\_\_\_\_  
 Revolving Loan Program: \_\_\_\_\_  
 Small Government Program: \_\_\_\_\_  
 District SG Priority: \_\_\_\_\_  
 For OPWC Use Only  
 STATUS: \_\_\_\_\_  
 Grant Amount: \_\_\_\_\_ Loan Type:  SCP  RLP  
 Loan Amount: \_\_\_\_\_ Date Construction End: \_\_\_\_\_  
 Total Funding: \_\_\_\_\_ Date Maturity: \_\_\_\_\_  
 Local Participation: \_\_\_\_\_ % Rate: \_\_\_\_\_ %  
 OPWC Approval: \_\_\_\_\_ OPWC Participation: \_\_\_\_\_ % Term: \_\_\_\_\_ Yrs

4.3 Project Description

A. SPECIFIC LOCATION (Supply a written location description that includes the project term; a map does not replace this requirement) 500 character limit.

The project is located along the north line of Section 169 south line of Section 17 in Loud Township, Athens County, on Athens County Road 2 - Fossil Rock Road at the intersection of Goodlet Road.

B. PROJECT COMPONENTS (Describe the specific work to be completed, the engineer's estimate does not replace this requirement) 1,000 character limit.

Remove the existing small concrete bridge.  
 Install concrete footers and set a 10"x9" concrete box culvert with precast wingwalls.  
 Rebuild road base and restore asphalt road surface.  
 Construct guardrail to protect the traveling public.

C. PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and size, mgd capacity, etc. in detail.) 500 character limit.

The existing bridge is about 10' span and 4' high. The proposed box culvert will be 10' wide x 5' high x 30' long. The existing road (10' wide) will be repaired for an approximate length of 50'.

1.0 Project Financial Information  
1.1 Project Estimated Costs (in Nearest Dollar)

Engineering Services  
 Preliminary Design: \_\_\_\_\_ .00  
 Final Design: 4,000.00  
 Construction Administration: \_\_\_\_\_ .00  
 Total Engineering Services: a) 4,000.00 2.3 %  
 Right of Way: b) \_\_\_\_\_ .00  
 Construction: c) 195,000.00  
 Materials Purchased Directly: d) \_\_\_\_\_ .00  
 Permits, Advertising, Legal: e) \_\_\_\_\_ .00  
 Construction Contingencies: f) \_\_\_\_\_ 0.0 %  
 Total Estimated Costs: g) 170,000.00

1.2 Project Financial Resources

Local Resources  
 Local In-Kind or Force Account: a) \_\_\_\_\_ .00  
 Local Revenues: b) 17,000.00  
 Other Public Revenues: c) \_\_\_\_\_ .00  
 ODOT / FHWA PID: d) \_\_\_\_\_ .00  
 USDA Rural Development: e) \_\_\_\_\_ .00  
 OEP/A / ONDA: f) \_\_\_\_\_ .00  
 CDBG: g) \_\_\_\_\_ .00  
 County Entitlement or Community Dev. "Formula"  
 Department of Development  
 Other: h) \_\_\_\_\_ .00  
 Subtotal Local Resources: i) 17,000.00 10.0 %  
 OPWC Funds (Check all requested and enter Amount)  
 Grant: 100.0 % of OPWC Funds j) 153,000.00  
 Loan: 0.0 % of OPWC Funds k) 0.00  
 Loan Assistance / Credit Enhancement: l) 0.00  
 Subtotal OPWC Funds: m) 153,000.00 89.0 %  
 Total Financial Resources: n) 170,000.00 100.0 %

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: Lenny Etason  
 Title: President, Athens County Commissioners  
 Address: 15 S. Court Street  
 Room 234  
 City: Athens State: OH Zip: 45701  
 Phone: (740) 592-3219  
 FAX: (740) 594-8010  
 E-Mail: letason@athensoh.org

5.2 Chief Financial Officer (Can not also serve as CEO)

Name: Jill Davidson  
 Title: Athens County Auditor  
 Address: 15 S. Court Street  
 Room 330  
 City: Athens State: OH Zip: 45701  
 Phone: (740) 592-3228  
 FAX: (740) 594-3270  
 E-Mail: jdavidson@athensoh.org

5.3 Project Manager

Name: Donnie Stevens, PE, PS  
 Title: Assistant County Engineer  
 Address: 28000 Cansawthe Road  
 City: Athens State: OH Zip: 45701  
 Phone: (740) 592-5514  
 FAX: (740) 592-4615  
 E-Mail: dstevens@athensoh.org

1.3 Availability of Local Funds

Attach a statement signed by the Chief Executive Officer listed in section 6.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement: 170,000.00 100.0 %  
 2.2 Total Portion of Project New / Expansion: 0.00 0.0 %  
 2.3 Total Project: 170,000.00 100.0 %

3.0 Project Schedule

3.1 Engineering / Design / Right of Way Begin Date: 07/21/2025 End Date: 09/09/2025  
 3.2 Bid Advertisement and Award Begin Date: 09/09/2025 End Date: 09/09/2025  
 3.3 Construction Begin Date: 09/09/2025 End Date: 10/03/2025  
 Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed. Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 50 Years Age: 1950  
 Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT 124 Year 2024 Projected ADT 174 Year 2050  
 Water / Wastewater: Based on monthly usage of 4,500 gallons per household, attach current ordinances.  
 Residential Water Rate Current \$ Proposed \$  
 Number of households served: \_\_\_\_\_  
 Residential Wastewater Rate Current \$ Proposed \$  
 Number of households served: \_\_\_\_\_  
 Stormwater: Number of households served: \_\_\_\_\_

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- A certified copy of the legislation by the governing body of the applicant authorizing a designated officer to sign and submit this application and execute contracts. The individual should sign under 7.0 Applicant Certification, below.
- A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the certification involves a request for loan (R/LP or SCP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimate shall contain an engineer's seal or stamp and signature.
- A cooperative agreement if the project involves more than one subdivision or district which identifies the fiscal and administrative responsibilities of each participant.
- Farmland Preservation Review - The Governor's Executive Order 95-44, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- Capital Improvements Report, CR Required by O.R.C. Chapter 164.06 on standard form.
- Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of the project, the applicant will comply with all covenants required by Ohio law, including those involving Bay Ohio and providing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action by the contractor will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Lenny Etason, President  
 (Signature) 7/17/25  
 Registered Professional Engineer



Prepared by: CEB  
 Reviewed by: Jeff Maiden, P.E., P.S.  
 Athens County Engineer  
 16000 Canaanville Road  
 Athens, Ohio 45701

EMPLOYEES	HOURLY RATES (Current Rates)		
	Base Rate	Fringe Benefit	Base Rate + Fringe
John Bratton - Supervisor	29.82	30.88	60.70
John Kees - Operator 3	31.93	29.22	61.15
Travis Brucke - Operator 3	30.76	29.02	59.78
Tracy Brown - Operator 3	27.34	28.71	56.05
Ulan Khas - Operator 2	27.54	28.71	56.25
Mark Hall - Operator 1	24.88	29.90	54.78
Leah Snyder - Operator 1	24.88	25.90	50.78

DESCRIPTION	Unit Quantity	Materials Subcontract	Labor	Fringe Benefit	Equipment	Total Cost
1. Labor to Build Project	1					
John Bratton - Supervisor	160		\$5,968.80	\$4,947.84		\$10,916.64
John Kees - Operator 3	160		\$8,314.40	\$4,273.92		\$12,588.32
Travis Brucke - Operator 3	160		\$4,514.40	\$4,273.92		\$8,788.32
Tracy Brown - Operator 3	160		\$3,980.40	\$4,144.80		\$8,125.20
Ulan Khas - Operator 2	160		\$3,980.40	\$4,144.80		\$8,125.20
Mark Hall - Operator 1	160		\$3,980.40	\$4,144.80		\$8,125.20
Leah Snyder - Operator 1	160		\$3,980.40	\$4,144.80		\$8,125.20
Sign Identification and Traffic Control (if Sign)	1					
Signs and Erection	4		\$218.22	\$113.68		\$331.90
Concrete / Restore ex. Bridge / Construct open box culvert						
20" Box with winged blocks - per F.T.	30	\$54,000.00				\$54,000.00
Wing & Block Limestone - per ton	300	\$9,000.00				\$9,000.00
Subcontract Labor - concrete, per LS	1	\$9,000.00				\$9,000.00
4. Asphalt Pavement / Guardrail	1					
20' x 7' of guardrail & 4 Type 1 anchor assembly	1	\$5,500.00				\$5,500.00
20' x 7' of guardrail (approx. 15000' F. of block - per ton)	10	\$9,000.00				\$9,000.00
#4 Stone Base - approx. 10000' F. of block - per ton	43	\$1,275.00				\$1,275.00
Equipment Costs						
10' x 10' Excavator (ACEC) - per month	1			\$6,978.82		\$6,978.82
7' x 7' Excavator (ACEC) - per month	1			\$2,217.44		\$2,217.44
Skidder / loader (ACEC) - per month	1			\$5,679.36		\$5,679.36
2' x 10' Tractor Dump Truck - per month	1			\$10,278.82		\$10,278.82
1' x 10' Paver / Finisher / Grader / Gravel / Stone - per Month	1			\$9,376.76		\$9,376.76
6. Safety & Mulching material only	200	\$342.00				\$342.00
Surveying / Engineering Design	1		\$4,000.00			\$4,000.00
<b>ENGINEER'S ESTIMATED COST =</b>						<b>\$118,006.08</b>

Estimated Life Span: The useful life of this Project is 83 years.  
 Prepared by: *Jeff Maiden*  
 Reviewed by: *Jeff Maiden, P.E., P.S.*  
 Date: 06/20/25  
 Ohio PE # 34405



### ATHENS COUNTY ENGINEER'S OFFICE

Jeff Maiden, P.E., P.S., Athens County Engineer  
 16000 Canaanville Road Athens, Ohio 45701  
 Office (740) 593-5514 - Fax (740) 592-4616

June 10, 2025

Jill Davidson  
 Athens County Auditor  
 15 South Court Street  
 Athens, Ohio 45701

Dear Jill,

I certify that an amount of \$ 17,000 in line item 1300-530204 (Contract Projects Bridge) will be set aside for the CR 42 Box Culvert Replacement Project.

If you have any questions, please contact me at 740-593-5514.

Sincerely,

*Jeff Maiden*

Jeff Maiden, P.E., P.S.  
 Athens County Engineer

### CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

June 10, 2025

I, Jill Davidson, Auditor of Athens County, Ohio, hereby certify that Athens County has or will have appropriated the amount of \$ 17,000 in the Line Item 1300-530204 (Contract Projects Bridge) and that this amount will be used to pay the local share for the CR 42 Box Culvert Replacement Project when it is required.

Jill Davidson, Athens County Auditor



Charlie Adkins  
cadin@athensohio.org  
Chris Christel  
cchristel@athensohio.org  
Lenny Eliason, MBA  
leliason@athensohio.org  
July 1, 2025

JoAnn Rockhold  
Clerk Admin. Assistant  
jrockhold@athensohio.org  
Telephone (740) 592-3292  
Fax (740) 594-8910

Re: Broker of Record Authorization for Athens County, Anthem Group WS1059P009 (part of CEBCO Group)

Dear Anthem:

This letter will serve to appoint the following producer and entity as *Broker of Record* for all lines of coverage for our Anthem/Ingenia policies.

**Dave Leszcz**  
NFP Corporate Services (OH), Inc.  
6450 Rockside Woods Blvd. Ste 250  
Cleveland, OH 44131  
Tax ID: 31-1244702

This appointment is effective July 1, 2025, and will remain in place until we notify you in writing of a change.

This letter constitutes your authority to furnish NFP Corporate Services (OH), Inc. and its authorized representatives including, but not limited to Dave Leszcz, June Jennings, Ryan Opickia, Christina Urban, etc. with any and all information they may request as it pertains to our insurance programs, contracts, rates, rating schedules, retentions, reserves, claims data, member details, eligibility data, agreements, and any / all other financial data they may wish to obtain for their study of our present and future requirements in connection with the insurance program to which this letter applies.

A copy of this authorization shall be as valid as the original.

If you have questions or need additional information, please contact me at the following phone number: 740-592-3214.

Sincerely,

Lenny Eliason      Charlie Adkins      Chris Christel

CC: Dave Leszcz, NFP Corporate Services (OH), Inc.



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Chris Christel  
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July 1, 2025

Re: Broker of Record Authorization for Athens County, CEBCO Group 10270-800

Dear CEBCO:

This letter will serve to appoint the following producer and entity as *Broker of Record* for all lines of coverage for our CEBCO policies.

**Dave Leszcz**  
NFP Corporate Services (OH), Inc.  
6450 Rockside Woods Blvd. Ste 250  
Cleveland, OH 44131  
Tax ID: 31-1244702

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July 1, 2025

Re: Broker of Record Authorization for Athens County, Dearborn Group FMH950033 1

Dear Dearborn:

This letter will serve to appoint the following producer and entity as *Broker of Record* for all lines of coverage for our Dearborn policies.

**Dave Leszcz**  
NFP Corporate Services (OH), Inc.  
6450 Rockside Woods Blvd. Ste 250  
Cleveland, OH 44131  
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CC: Dave Leszcz, NFP Corporate Services (OH), Inc.



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July 1, 2025

Re: Broker of Record Authorization for Athens County, Guardian Group# 00423101

Dear Guardian:

This letter will serve to appoint the following producer and entity as *Broker of Record* for all lines of coverage for our Guardian policies.

**Dave Leszcz**  
NFP Corporate Services (OH), Inc.  
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Cleveland, OH 44131  
Tax ID: 31-1244702

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July 1, 2025

Re: Broker of Record Authorization for Athens County, VSP Client ID #12048740

Dear VSP:

This letter will serve to appoint the following producer and entity as *Broker of Record* for all lines of coverage for our VSP policies.

**Dave Leszcz**  
NFP Corporate Services (OH), Inc.  
6450 Rockside Woods Blvd. Ste 250  
Cleveland, OH 44131  
Tax ID: 31-1244702

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Sincerely,

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CC: Dave Leszcz, NFP Corporate Services (OH), Inc.



ARC Approval for OH-20536-A

Reimbursement Amount: \$0.00  
 Advance Payment Amount: \$142,244.60  
 Total Payment Amount: \$142,244.60  
 Project Coordinator Name: Samer, Elizabeth  
 Project Coordinator Comments:  
 Action: Recommended Date action taken: 7/3/2025 3:15 PM  
 Division Director Name: Theobald, Moly  
 Division Director Comments:  
 Action: Approved Date action taken: 7/15/2025 4:01 PM

1. Funding Federal Agency and Organizational Element to Which Report is Submitted Appalachian Regional Commission	2. Federal Grant or Other Identifying Number Assigned by the awarding Federal Agency 25-72524	3a. DUNS Number D01KDMVYU3
4. Beneficial Organization (Name and complete address including zip code) Athens County Commissioners	5. Beneficial Account Number or Account Number	3b. ERI 21-440263
6. Project/Grant Period Start Date: (Month, Day, Year) 1/1/2024 End Date: (Month, Day, Year) 12/31/2030	7. Reporting Period End Date (Month, Day, Year) 3/31/2025	8. Final Report? No 9. Report Frequency Other: Annual, Every 4 months
10. Performance Narrative RFP was completed, reviewed, and awarded. 15% advanced payment, which was evaluated by the project team. Winning contractor was selected and contract negotiation began.		
11. Other Attachments (attach other documents as noted or as instructed by the awarding Federal Agency)		
12. Certification I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.		
12a. Typed or Printed Name and Title of Authorized Certifying Official Lenny Egan President	12b. Telephone (area code, number and extension) 740-932-3110	12c. Email Address leeg@athenscounty.com
12d. Signature of Authorized Certifying Official Lenny Egan-7/2/2025 9:53:37 AM	12e. Date Report Submitted (Month, Day, Year) 7/2/2025	

In the Athens County rural broadband quality is nonexistent for access to telework, tele-ed and tele-health opportunities. As remote work becomes more common, it is important to develop strategies to make remote work inclusive and prevent the economic and spatial inequality that it reflects.

This project will immediately make these opportunities available to 187 households, who will be able to provide additional income to their families by earning additional money by either teleworking or improving sales of their home base business. Additionally, 14 local businesses will be able to expand their connections in and out of the communities allowing for increase sales. Having broadband in their homes can save critical family dollars by not having to travel for services. At least 240 students will be able to receive education through on-line college classes or adult education completed by a career center.

Background:

Athensville area's need for broadband bandwidth (speed and capacity) is immediate and will continue to expand dynamically for the foreseeable future. The Internet of Things (IoT) is becoming a ubiquitous presence in most of our lives and work. The integration of technology into all facets of business equipment and systems and communication devices require continuous access to the Internet. Without adequate, available access to broadband in rural areas of Athens County, increasing and diversifying the business sectors and reducing the Digital Divide Index values will be difficult at best.

During this reporting period we worked with the States consultant, and another grantee, on making our RFP the best that it can be. Once we had the RFP crafted we sent it to county legal for review. County legal reviewed the RFP and signed it. We then had the County Commissioners sign the RFP as well. On Tuesday, November 26th 2024 we released the RFP. We set a deadline of December 20th for ISPs to respond with questions. RFP responses were due on January 14th at 10am. Responses were evaluated by the project team and a winning bidder was selected. Contract negotiations began.

Activities:

Project Outcomes: Still in engineering phase.

Problems Encountered: None to report at this time.

Upcoming Activities: Contracts to be executed when complete, engineering phase to begin in earnest with first payment.

OH-20536-A

Cumulative Impacts

Project Title: Athensville Ohio Broadband Project  
 ARC Project Number: OH-20536-A  
 Dates of this Reporting Period:  
 From: 8/1/2024  
 To: 3/31/2025

Impact Measure	Approved Measure Amount	Current Period Measure Amount	Current Period Measure Percentage	Cumulative Measure Amount	Cumulative Measure Percentage	Impact Measure Progress Notes
Businesses improved (outcome)	10	0	0.00%	0	0.00%	Engineering phase
Businesses served (output)	16	0	0.00%	0	0.00%	Engineering phase
Communities improved (outcome)	1	0	0.00%	0	0.00%	Engineering phase
Communities served (output)	1	0	0.00%	0	0.00%	Engineering phase
Cups reduced (outcome)	0	0	0.00%	0	0.00%	
Data-Gigabytes (GB)	0	0	0.00%	0	0.00%	
Data-Megabits Per Second (Mbps) Download	0	0	0.00%	0	0.00%	
Gas-Million Cubic Feet (MMCF)	0	0	0.00%	0	0.00%	
Gas-Million Cubic Feet Per Day (MMCFD)	0	0	0.00%	0	0.00%	
Heat-Million BTU (MMBTU)	0	0	0.00%	0	0.00%	
Heat-Million BTU Per Day (MMBTUD)	0	0	0.00%	0	0.00%	
Households improved (outcome)	74	0	0.00%	0	0.00%	Engineering phase
Households served (output)	124	0	0.00%	0	0.00%	Engineering phase
Jobs Created (outcome)	0	0	0.00%	0	0.00%	
Jobs Retained (outcome)	0	0	0.00%	0	0.00%	
Linear Feet (output)	0	0	0.00%	0	0.00%	
Million Gallons (MG)	0	0	0.00%	0	0.00%	
Million Gallons Per Day (MGD)	0	0	0.00%	0	0.00%	

Organizations improved (outcome)	0	0	0.00%	0	0.00%	Engineering phase
Participants improved (outcome)	0	0	0.00%	0	0.00%	
Participants served (output)	0	0	0.00%	0	0.00%	
Plans/Reports (output)	0	0	0.00%	0	0.00%	
Power-Kilowatt-Hours (kWh) Per Year	0	0	0.00%	0	0.00%	
Power-Kilowatts (kW)	0	0	0.00%	0	0.00%	
Revenues increased-nonreport (outcome)	0	0	0.00%	0	0.00%	
Square feet (output)	0	0	0.00%	0	0.00%	
Students improved (outcome)	0	0	0.00%	0	0.00%	
Students served (output)	0	0	0.00%	0	0.00%	
Telecom Sites (outcome)	0	0	0.00%	0	0.00%	