

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, September 16, 2025 Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes September 2, 2025 & September 8, 2025

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

Fund to Fund: Engineer \$225,372.72 From 491.1300.580102 To 017.2036.422101

Fund to Fund: Common Pleas \$7,500.00 From 255.3255.560100 To 252.2252.417100

Fund to Fund: Health Dept \$15,000.00 From 662.2662.580100 To 660.2660.422101

9:30 Amy Lipka- Update
9:45 DJFS Dir Jean Demosky - weekly updates
10:00 Otis Crockron-Annexation Agreement
10:15 EMS
10:30 W&S Supt Oscar Carson - weekly updates
10:45 Glen Crippen - HAPCAP -CHIP Admin Agreement & Nelsonville CDBG
11:15 Connor Lavelle, Planner - MOU CAN
11:30 LUNCH
1:30 NFP - RFP results
2:15 Chasity Schmelzenbach, Executive Director of Buckeye Hills Regional Council- Return on Investment

Agenda Items

Amended Certificate
Utility Permits
Workers Comp Group Retro
DD Bus Garage Transfer
MOU for Coroner/Health Dept
Attorney
HVAC Invoices
Resolution 50th Anniversary of Health Recovery Services
Sidewalk and Entranceway Improvements
SEORJ MOU Revolving Grant Revision from 4/15
Buckeye 457
911 New Hires
Surplus - W&S
US Army C of E Real Estate Acquisition Assessment
-add FEMA - Engineer

~TRAVEL

Recorder: Jessica Markins; ORA Fall Continuing Education, Columbus OH; 09/17 - 09/18/25
Engineer: Garrett Maiden; 2025 Surveyors Rendezvous, Marietta OH; 09/19/25
Engineer: Jeff Maiden; 2025 Surveyors Rendezvous, Marietta OH; 09/19/25
Engineer: Donnie Stevens; 2025 Surveyors Rendezvous, Marietta OH; 09/19/25

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 September 2, 2025 and September 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: Engineer \$225,372.72 From 491.1300.580102 To 017.2036.422101, Fund to Fund: Common Pleas \$7,500.00 From 255.3255.560100 To 252.2252.417100, Fund to Fund: Health Dept \$15,000.00 From 662.2662.580100 To 660.2660.422101 and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 09/04/2025 To: 09/09/2025, INVOICE TRACKING REPORT - From: 09/09/2025 To: 09/11/2025, INVOICE TRACKING REPORT - From: 09/11/2025 To: 09/16/2025 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.

Amy Lipka - Age Friendly Update

Amy Lipka provided the following Age-Friendly Athens County Update:

Report Overview

- * Written report presented; first update since May.
- * October marks one year since approval of the Age-Friendly Action Plan.
- * Progress shared in areas of transportation, care giving, safety, outreach, and research.

Transportation Initiatives

- * Partnered with Creating Healthy Communities to assess bus usability.
 - * Field trips increased rider confidence.
 - * Older adults noted discomfort with bus rides.
- * Two James Ball scholars conducted bus shelter assessment.
 - * Resulted in new signage and route maps at shelters.
 - * Ongoing work with HAPCAP to add route/timing info at bus stops.
- * Developed new transportation directory for county services.
 - * Focus group scheduled Sept. 18 to review with older adult participants.

caregivers & Senior Support

- * Caregivers survey in partnership with Ohio Health, Hospice, and Alzheimer's Association.
 - * Pilot at Senior Expo (Sept. 13); full launch planned afterward.
- * Home safety/repair events held with Helping Hands, Nelsonville Senior Center, and Village of Buchtel.
 - * Target group: residents between 200-400% of poverty level.
 - * Nelsonville event allowed direct consultation with contractors.

Outreach & Communications

- * Monthly "Age-Friendly Athens County Corner" column established in JFS Senior Newsletter (since May).
- * Worked with JFS to compile/publish senior group meeting schedules (first in Sept. issue).
 - * Standalone one-page version planned.
 - * Commissioners requested mailing hard copies to senior groups; coordination underway.
- * October newsletter feature: Albany Park ribbon cutting (funded through Healthy Aging Community Grants).

Community Engagement & Grants

- * Factory Street pilot senior dance class integrated permanently; more classes planned.
- * Census data (July): more residents over 60 than under 18 in Athens County.
- * Research collaboration: manuscript with Slovenian partners & OU to be published in Annals of Global Health (Nov).
- * Scheduled presentation at Buckeye Hills Aging Conference (Nov).

OU Partnership

- * Commissioners asked about OU's new focus on aging communities.
- * Amy Lipka confirmed coordination:
 - * Planning listening sessions between researchers and community members.
 - * Emphasis on connecting county residents to research opportunities, incentives, and programs beyond the City of Athens.

See back of page 307 for HAPCAP Athens County Transportation Directory



Athens County Transportation Directory

HAPCAP Mobility connects Athens County residents with transportation resources. We help anyone in Athens County who needs help getting somewhere, whether it's accompanying you on your first bus ride or helping you access any of the transportation providers below.

Call Ben Ziff, Mobility Coordinator, 740-767-4500 Monday through Friday between 8 a.m. and 4 p.m. or email Ben at ben.ziff@hapcap.org.

Provider	Services	Availability	Contact
Athens Public Transit	<ul style="list-style-type: none"> Public buses with routes serving Athens, The Plains, Chauncey, Nelsonville and Albany FREE through April 2026! hapcap.org/transportation Wheelchair accessible 	Monday - Friday 7 am - 9:45 pm, depending on bus line	740-592-2727 Monday - Friday 8 am - 4:30 pm
Go Bus	<ul style="list-style-type: none"> Public buses with service to 39 cities and towns across Ohio Purchase tickets: Online, Athens Community Center, Phone, Driver (cash only) RideGoBus.com Wheelchair accessible 	Seven days a week	888-954-6287 Monday - Friday 8 am - 4 pm
Athens On Demand Transit	<ul style="list-style-type: none"> Public door-to-door ride service within Athens County FREE through April 2026! hapcap.org/transportation Wheelchair accessible 	Monday - Friday 7:30 am - 8:30 pm Advance notice required	740-597-2404 Monday - Friday 8:30 am - 3:30 pm
United Seniors of Athens County	<ul style="list-style-type: none"> Door-to-door ride service for Athens County residents who are 60+ Free for ages 60+ Wheelchair accessible 	Monday - Friday 8 am - 4 pm Advance notice required	740-594-3535 Monday - Friday 8 am - 4 pm
Athens County Job & Family Services	<ul style="list-style-type: none"> Door to door non-emergency medical transportation for Athens County residents who are Medicaid recipients Accepts Medicaid Can arrange wheelchair accessible rides 	Monday - Friday 8 am - 4:30 pm Advance notice required	740-677-4275 Monday - Friday 7:30 am - 4:30 pm

Provider	Services	Availability	Contact
RSVP	<ul style="list-style-type: none"> Door-to-door non-emergency medical transportation for Athens County residents provided by retired senior volunteers Free for Athens County residents who are 60+ or Medicaid recipients 	Seven days a week Advance notice required	740-589-3785 Monday - Friday 8 am - 4 pm
Athens Green Cab	<ul style="list-style-type: none"> Door-to-door non-emergency medical transportation for Medicaid recipients Accepts Medicaid and some private insurance Wheelchair accessible 	Seven days a week Advance notice required	740-200-3500 Monday - Friday 4 am - 7 pm Saturday noon - 4 pm
Jet Transportation	<ul style="list-style-type: none"> Door-to-door ride service Accepts Medicaid, some private insurance, cash or check 	Monday - Friday 4 am - 6 pm and some Saturdays Advance notice required	740-517-7011 Monday - Sunday 8 am - 8 pm
Albert's Taxi	<ul style="list-style-type: none"> Private taxi providing transportation in Athens County Accepts Venmo and cash 	Seven days a week during daylight hours	740-818-0490 Seven days a week during daylight hours
Pop's Pickup	<ul style="list-style-type: none"> Private taxi Accepts cash and credit 	Operates seven days a week Advance notice recommended but not required	740-808-3744 Seven days a week 7 am - 9 pm
Daybreak Ambulette	<ul style="list-style-type: none"> Non-emergency medical transportation Accepts checks only Wheelchair accessible 	Monday - Friday Advance notice required	740-596-2303 Monday - Friday 8 am - 4 pm

For all providers it is highly recommended that you schedule rides with as much advance notice as possible. It is never too early to schedule a ride!

HAPCAP Mobility is not responsible for the performance of individual transportation providers.

Revised 9.4.2025

DJFS Dir Jean Demosky - Weekly Updates

Dir. Demosky provided the following weekly updates:

1. Winterfest 2025

- * Date: October 11.
- * Applications: Available in paper (single-page form) and online with a QR code link. Flyers distributed for outreach.
- * Deadline: Extended from September 24 to September 26.

2. Contracts & Program Updates

- * Pending Contracts:
 - * WIC: Diapers and wipes program to be ended (supplies will continue to be distributed directly).
 - * Medibag: Prescription bag advertisement contract will be discontinued.
 - * Air Child Care: \$15,000 contract under review; may continue if determined essential.
 - * Limbach: HVAC maintenance contract for county facilities (~\$50,000). Dir. Demosky will consult with Supt. Mike Biggins before renewal (due November 30).
- * Energy Efficiency Considerations: Plans to discuss with maintenance staff using automated HVAC controls and lighting systems to save costs (e.g., adjusting temperature cycles for weekends, shutting down systems off-hours).

3. State & Funding Challenges

- * Ongoing Uncertainty:
 - * Meeting scheduled today at noon to clarify funding numbers and program impacts.
 - * HR1 legislation complicates funding forecasts for SNAP:
 - * Error rate over 10% could mean \$480M in penalties.
 - * Error rate under 6% results in no penalties.
 - * Ohio's current rate: 9.01% statewide (Athens County currently shows 0% due to limited cases checked, but risk remains due to arbitrary sampling).
 - * Communication: Commissioners emphasized the need to publicly explain program reductions and attribute them to state/federal funding cuts rather than leaving stakeholders uncertain.

4. Labor Relations

- * Discipline Matters:
 - * Pre-disciplinary hearings scheduled.
 - * Dir Demosky has union meetings planned for the following day.

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 September 16, 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.

Utility Permits

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

Permit No. 25-619
From: Spectrum
32 Enterprise Place Dr
Chillicothe, OH 45601

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

Location of work: Co Rd #111 & 26, Co Rd Name: Poston Rd
Description of Work: Cable
Type of Installation: Overhead Line Parallel to Rd, Overhead Line Crossing Rd, & Fiber Optic Line
Estimated Project Schedule: 09/17/2025 - 03/17/2026

Agreed to by: /s/Ryan Woods, Spectrum

Athens County Commissioners

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

/s/Jeff Maiden, Athens County Engineer

Permit No. 25-620
From: Thurman/Pearce Services on Behalf of Frontier Communication
1222 Vine St, Ste 301
Paso Robles, CA 93446

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

Location of work: Co Rd #100, Co Rd Name: Rhoric Rd
Description of Work: Cable
Type of Installation: Overhead Line Parallel to Rd & Overhead Line Crossing Rd
Estimated Project Schedule: 09/22/2025 - 09/22/2025
Agreed to by: /s/Michelle Alvarez, Thurman/Pearce Services
Athens County Commissioners
/s/ Lenny Eliason
/s/ Chris Chmiel
/s/ Charlie Adkins
/s/Jeff Maiden, Athens County Engineer

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

Workers Comp Group Retro

Table Until Next Week

DD Bus Garage Transfer

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the transfer of the DD Bus Garage with T.L. Warren preparing the deed for transfer.

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

MOU for Coroner/Health Dept

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the MOU between Athens County Combined General Health District and Athens County Commissioners (for the Office of the Athens County Coroner).

See back of page 309 for MOU.

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

Attorney

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to adopted the following fee schedule for assigned counsel, effective January 1, 2026:

BOARD OF ATHENS COUNTY COMMISSIONERS
RESOLUTION — ASSIGNED COUNSEL FEE SCHEDULE

At its regular meeting on September 16, 2025, the Board of Athens County Commissioners adopted the following fee schedule for assigned counsel, effective January 1, 2026.

Trials

Reimbursement shall be made at \$75.00 per hour for representation out of court and \$75.00 per hour for representation in court, subject to the maximum amounts for the offense classifications and other proceedings as defined in and limited by the Ohio Public Defender Standards and Guidelines; State Maximum Fee Schedule for Appointed Counsel Reimbursement; County Public Defender Office Reimbursement Standards; and State Public Defender Billing, Payment, and Reimbursement (September 2021), which are incorporated herein by reference.

Adopted: September 16, 2025

Effective: January 1, 2026

CERTIFICATION

I, JoAnn Rockhold, Administrator for the Board of County Commissioners of Athens County, Ohio, hereby certify that the foregoing is a true and correct copy of a resolution adopted by said Board on September 16, 2025, and that it appears in the Commissioners' Journal 122.

Memorandum of Understanding (MOU)

Between Athens County Combined General Health District and Athens County Commissioners (for the Office of the Athens County Coroner)

1. Purpose

This Memorandum of Understanding ("MOU") sets forth the mutual understanding between the Athens County Combined General Health District ("Health District") and the Athens County Commissioners, on behalf of the Athens County Coroner ("Coroner"), regarding use of designated office space at 278 W. Union Street, Athens, Ohio 45701 ("Premises").

The purpose of this MOU is to ensure that the Coroner has appropriate office space to conduct official duties, while formalizing the responsibilities of both parties.

2. Parties

Health District:
Athens County Combined General Health District
278 W. Union Street
Athens, Ohio 45701

Commissioners (for the Coroner):
Athens County Commissioners
15 S. Court Street, Suite 234
Athens, Ohio 45701

3. Term

This MOU shall be effective beginning September 8, 2025, and shall remain in effect until terminated in accordance with Section 8.

4. Use of Premises

The designated Premises, as described in Exhibit A, shall be used exclusively by the Athens County Coroner for official coroner functions. The office space shall not be subleased, reassigned, or made available to any other party.

5. Responsibilities

Health District Responsibilities:

- Provide access to the designated office space.
- Maintain general building operations, including structural upkeep, common utilities, and custodial services for shared areas.

Carl Ortman, MD
Health Commissioner

Jack Pepper, REHS
Administrator



278 W Union Street
Athens, OH 45701
P: 740.592.4431
F: 740.594.2370
athenspublichealth.org

Commissioners / Coroner Responsibilities:

- Use the Premises in a safe and respectful manner for official coroner business.
- Furnish and equip the office as necessary to carry out coroner duties.
- Maintain the interior of the designated space in good condition, reasonable wear and tear excepted.

6. Financial Arrangements

No rental payments shall be exchanged under this MOU unless otherwise agreed in writing. Each party shall bear its own costs related to staffing, programming, and operations, unless a shared-cost arrangement is outlined in an attachment or amendment.

7. Insurance and Liability

Each party shall maintain its own insurance coverage as required by Ohio law. To the extent permitted by law, each party shall be responsible for claims arising from its own acts or omissions in connection with this MOU.

8. Termination

Either party may terminate this MOU with 60 days' written notice to the other. Termination may also occur by mutual agreement of the parties.

9. Amendments

This MOU may be amended only in writing with the approval of both parties.

10. Nature of Agreement

This MOU is a statement of mutual understanding between the Health District and the Commissioners, on behalf of the Coroner. It is not a lease, contract of tenancy, or other instrument intended to create property rights.

11. Signatures


For Athens County Combined General Health District

Signature: _____
Jack Pepper, Administrator

For Athens County Commissioners (for the Athens County Coroner)

Signature:  _____
Lenny Eliason, Commissioner

Signature:  _____
Charlie Adkins, Commissioner

Signature:  _____
Chris Chmiel, Commissioner

JoAnn Rockhold, Administrator
Board of County Commissioners, Athens County, Ohio

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

Otis Crockron - Annexation Agreement

Otis Crockron provided the following Annexation Agreement:

Pre-Annexation Agreement

- * Background: Updated pre-annexation agreement from the City presented for approval. Adjustments had been made following prior recommendations and review by Keller's office (Nicole drafted revisions).
- * Key Points:
 - * Agreement language addresses council transitions; current council cannot obligate future councils.
 - * Annexation intended to take effect in 2027 to ease staffing and transition burdens.
 - * Discussion noted potential risks if a new council were to alter timing, but Otis emphasized city stands to gain ~\$120,000 annually, making approval likely.
 - * Related water line project scheduled for 2026.
- * Next Steps:
 - * Agreement to be returned to Mayor's office and City for final signatures.
 - * TL to prepare necessary deed transfer paperwork if required.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Pre-Annexation Agreement between the Athens County Commissioners and the City of Athens.

See back of page 310 for the Pre-Annexation Agreement.

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

HVAC Invoices

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the following proposal from Twin Oaks for the ATCO Building:

- Proposal # 4218-242 in the amount of \$22,193.00
- Proposal # 4218-241 in the amount of \$9,200.00

See back of page 311 for proposals

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

Resolution 50th Anniversary of Health Recovery Services

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Resolution 50th Anniversary of Health Recovery Services:

A Proclamation Honoring the 50th Anniversary of Health Recovery Services (HRS)

WHEREAS, Health Recovery Services (HRS) was established on September 9, 1975, and in 2025 proudly observes 50 years of providing excellence in behavioral health services to Southeastern Ohio; and

WHEREAS, HRS has offered hope, healing, and recovery to thousands of Athens County residents dealing with behavioral health issues; and

WHEREAS, HRS operates outpatient treatment offices in Athens and Nelsonville, as well as the Bassett House and Rural Women's Recovery Program residential treatment programs, all of which are located in Athens County; and

WHEREAS, HRS is a valued Athens County business that actively participates on numerous boards, committees, and coalitions that benefit the residents of Athens County; and

WHEREAS, HRS remains continually dedicated to the health and well-being of our communities;

THIS PRE-ANNEXATION AGREEMENT entered into this 16th day of September, 2025, by and between the ATHENS COUNTY COMMISSIONERS (hereinafter called the "Owner") and the CITY OF ATHENS (hereinafter called the "City").

WHEREAS, the Owner desires to develop and improve property generally described as a 9 acre and a 20 or more acre adjacent and contiguous site located at 18 Stonybrook Drive, Athens, Athens County, Ohio (herein after call the "Property"), a map of which is attached hereto and incorporated herein by reference as Exhibit A, and

WHEREAS, The City agrees to extend City water and sewer services and other services to the Property as set forth below.

NOW THEREFORE, Owner and the City, in consideration of the mutual covenants set forth herein, agree that:

1. City Responsibilities:

1.1 The City shall, on or about October 15, 2026, and pursuant to Ohio Revised Code (R.C.) 709.14, by and through the legislative authority of the City of Athens ("Athens City Council"), pass, by a vote of not less than a majority of the members elected to the legislative authority, an ordinance authorizing the annexation to be made and directing the City Law Director, or someone to be named in the ordinance, to prosecute the proceedings necessary to effect it.

1.2 The City shall, on or about November 15, 2026, and pursuant to R.C. 709.15, make application (petition) to the Board of the Athens County Commissioners (the "Commissioners") requesting annexation under R.C. 709.15 of the contiguous territory by setting forth that, under an

3.5 Execution: This Agreement shall not be binding on the parties unless and until it has been signed on their behalf by a duly authorized representative. Commencement of performance hereunder shall not constitute a waiver of this requirement. This Agreement may be executed in one or more counterparts by either party hereto and by all parties hereto in separate counterparts, each of which, when so executed and delivered to the other parties shall be deemed an original. All such counterparts together shall constitute one and the same instrument.

3.6 Severability: If any provision of this Agreement should be or become fully or partly invalid or unenforceable for any reason whatsoever or violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deleted from this Agreement, and the remainder of this Agreement shall be deemed valid and binding as if such provision were not included herein.

3.7 Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. Any dispute as to the terms of this Agreement shall be brought in the Athens County Common Pleas Court.

3.8 Relationship of the Parties: Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of an association between any of the parties to this Agreement.

3.9 No Third-Party Beneficiary: The provisions of this Agreement are for the exclusive benefit of the City and Owner and not for the benefit of any other person or entity, nor

ordinance of the legislative authority of the municipal corporation, the territory described in the petition was authorized to be annexed to the municipal corporation. Said petition shall contain an accurate legal description of the premises and shall be accompanied by an accurate map or plat of the territory proposed for annexation.

1.3 The City shall provide Owner access to City sewer service; provided Owner complies with the terms and conditions of this Agreement. If services are provided prior to annexation, the Owner shall pay rates for usage similar to those rates charged other users outside the corporate limits. If services are provided after annexation, the Owner shall pay rates for usage similar to those rates charged other users inside the corporate limits. **Except for the Owner's property, no paying the same rates charged to other users outside the corporate limits.**

1.4 The City shall extend City water services to the Property, provided that the Owner complies with the terms and conditions of this Agreement. If services are provided prior to annexation, the Owner shall pay a tap fee and rates for usage similar to those rates charged other users outside the corporate limits. If services are provided after annexation, the Owner shall pay a tap fee and rates for usage similar to those rates charged other users inside the corporate limits. **Except for the Owner's property, no paying the same rates charged to other users outside the corporate limits.**

1.5 If, for reasons other than those intended by the City, the annexation does not occur, all utilities shall remain in place. However, Owner may be required to pay for the City's cost to improve the infrastructure. **City will provide a written notice of written notice to the Owner and Owner will have 30 days to take action regarding the notice to pay the cost.** Rates shall then be similar to those rates charged to other users outside the corporate limits. Additionally, if for

shall this Agreement be deemed to have conferred any rights, express, or implied, upon any other person or entity.

3.10 Time is of the Essence: Time is of the essence for all matters in this Agreement and each party shall diligently pursue and complete its obligations hereunder. In the event any deadline falls on a weekend or holiday and the deadline shall be extended to the next business day, being Monday through Friday.

3.11 Force Majeure: Neither party shall be in default in the performance of any obligation on such party's part to be performed under this Agreement, other than an obligation requiring payment of a sum of money, of and so long as the non-performance of such obligation shall be directly caused by labor disputes, lockouts, acts of God, enemy action, civil commotion, pandemic, epidemic, governmental order, rule or regulations, riot, and conditions that could have not been reasonably foreseen by the claiming party.

3.12 Assignment of Agreement: Owner shall not assign this Agreement, or any part thereof, or any duty, obligation, privilege or right granted under this Agreement or any other developer, person, or entity without the express written consent of the City, which shall not be unreasonably withheld.

3.13 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

3.14 Entire Agreement/Amendments/Modifications: This Agreement contains the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersedes any and all other agreements, oral or written. No modification, amendment,

reasons other than those initiated by the City, the annexation does not occur, the City reserves the right to rescind water service to owner.

1.6 It is the intent of the City to annex the property with a B1, or equivalent, zoning designation. However, by law, the final designation is by action of the Athens City Council after recommendation by the Planning Commission. Therefore, there is no guarantee of zoning designation.

1.7 The City shall, upon annexation, make available to the Owner, all City services available to other parts of the City, including fire and police protection, waste collection and City Street maintenance, which services will be provided to the extent and in the same manner as provided to other parts of the City.

2. Owner Responsibilities:

2.1 The Owner shall be responsible for the installation of the laterals necessary to connect the Property of the Owner to the City water. The installation of the sewer and water laterals shall comply with the City's standard drawings, the Athens City Code, and accepted industry standards and procedures.

2.2 The Owner acknowledges that water and sanitary services shall be governed by the same rules and regulations which govern said services to residents of the City.

2.3 The Owner shall be responsible for the laterals and infrastructure associated with the sanitary sewer and water lines until such time as the City takes ownership of said infrastructure.

3. General Terms:

alternation, or addition shall be made to this Agreement except in writing duly executed by the City, pursuant to Ordinance, and the Owner (with written consent thereto by the Owner).

3.15 Joinder of Owner: The Owner joins in the execution of this Agreement to consent to the terms hereof and to acknowledge Owner's agreement to sign the annexation petition and perform the other actions of Owner contemplated by this Agreement.

3.16 Effective Date: This agreement shall be effective when duly signed by the City and Owner.

IN WITNESS WHEREOF, the Parties hereto have set their hands and have executed this Agreement on the day and year first above written.

ATHENS COUNTY COMMISSIONERS

Lesly Elmer

Lesly Elmer, President

Chris Christel

Chris Christel

Date: September 16, 2025

CITY OF ATHENS

By: Andrew Stone, Service Safety Director

3.1 THIS AGREEMENT represents the entire and integrated Agreement pursuant to Ordinance _____ between the Owner and the City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only in writing as authorized by Ordinance and signed by both Owner and City.

3.2 The Owner and the City each binds itself, its successors, executors, administrators and assigns to the other Party of the Agreement and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement, except as above, neither the Owner nor the City shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any entity which may be a Party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the City.

3.3 Notices: Any notice required by this Agreement shall be conclusively presumed to have been received if in writing and delivered personally or sent by registered or certified mail, postage prepaid, to the Party to be notified at the Party's last address on file with the Party sending the notice.

For the City:
Service Safety Director
8 E. Washington Street
Athens, OH 45701

For the County:
Athens County Commissioners
Courthouse
Athens, OH 45701

3.4 Waiver: The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right hereunder, nor shall it deprive that party of the right thereafter to insist upon strict adherence to that term or any other terms of this Agreement. All waivers must be made in writing.

Date: _____

APPROVED AS TO FORM:

Jesse Brunner Hittle, Assistant Law Director

Date: _____

NOW, THEREFORE, BE IT RESOLVED, that the Athens County Commissioners, on behalf of all citizens of Athens County, hereby recognize and honor Health Recovery Services on the occasion of its 50th Anniversary and commend its unwavering commitment to providing behavioral health services, hope, and healing to our community.

Signed this 16th day of September 2025

/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.

EMS - Resignation

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to accept the Resignation from Mark Stufflebean effective September 8th, 2025.

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

Executive Session - EMS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to enter into executive session at 10:15 with Chief Amber Pyle, Asst. Chief Randy Crossen to discuss Discipline of 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 10:34 with No Action to be taken at this time.

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

W&S Connection Letter

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve sending the list of properties not yet connected to the county sewer to the Athens City-County Health Department for further enforcement.

See back of page 312 for letter and list of properties.

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

W&S - 66 Leoda Dr

* Prior approval reaffirmed: proceed with the least-cost option—run lateral along right-of-way to existing tap (or relocate tap if cheaper).

* Notify adjacent owner in advance: crossing their driveway is likely; coordinate preferred crossing point and backfill/restore.

W&S - Davidson & Bush Invoices

A motion was made by Mr. Adkins and seconded by Mr. Eliason to approve the 2 invoices from Davidson-Bush from project funds; going forward, where taps were set too high, contractors must correct at their expense, and grinders should not be used when a gravity solution is feasible.

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

W&S - New Marshfield Sewer Advertisement

Commissioners discussed Additional hookup assistance with HAPCAP Glen Crippen, Health Dept Patrick McGarry, W&S Supt Carson, & DLZ Gary Silcott: Increase CDBG/RPIG connections line to \$200,000 (from \$100,000). With \$75,000 HSTS (EPA) funds, current pool totals \$275,000 for private connections.

CHIP Strategy: Make CHIP 2026 (anticipated award 2027) a priority for connections to extend assistance.

Proposal

Twin Oaks Refrigeration, Heating & Cooling, Inc
22250 Twin Oaks Drive
Coolville, OH 45723
(740) 667-6784
www.twinoakshvac.com

August 20, 2025
Reference #: 4218-242
Due Date: 8/26/2025

Job Name: _____
ATCO BUILDING

ATHENS COUNTY COMMISSIONERS
15 SOUTH COURT STREET
ATHENS, OH 45701

We Hereby Submit Specifications And Estimates For:

THE FOLLOWING PRICE IS TO REPLACE THE 10 TON ROOF TOP UNIT AT THE OLD ATCO BUILDING. PRICE INCLUDES ALL LABOR AND CRANE LIFT. TOTAL COST FOR THIS JOB WILL BE \$22,193.00 PLUS TAX IF APPLICABLE.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: \$22,193.00

Payment to be made as follows:

50% Down upon contract signing with balance upon completion. 5% processing charge on all credit/debit card transactions. Quote valid for 30 days.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.
Effective immediately 5% processing fee on all credit/debit card transactions!

Authorized Signature Ed Orstle Acceptance Signature Ry Shi Date 9/1/25

Proposal

Twin Oaks Refrigeration, Heating & Cooling, Inc
22250 Twin Oaks Drive
Coolville, OH 45723
(740) 667-6784
www.twinoakshvac.com

August 22, 2025
Reference #: 4218-241
Due Date: 8/22/2025

Job Name: _____
ATCO BUILDING

ATHENS COUNTY COMMISSIONERS
15 SOUTH COURT STREET
ATHENS, OH 45701

We Hereby Submit Specifications And Estimates For:

THE FOLLOWING PRICE IS FOR A NEW A/C SYSTEM AT THE OLD ATCO BUILDING. THIS PRICE INCLUDES AIR CONDITIONER, A COIL, LINE FLUSH AND CRANE LIFT TO ROOF. TOTAL COST WILL BE \$9,200.00 PLUS TAX IF APPLICABLE.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: \$9,200.00

Payment to be made as follows:

50% Down upon contract signing with balance upon completion. 5% processing charge on all credit/debit card transactions. Quote valid for 30 days.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.
Effective immediately 5% processing fee on all credit/debit card transactions!

Authorized Signature Ed Orstle Acceptance Signature Ry Shi Date 9/1/25

Income Survey: Service area previously qualified at 55.16% LMI (\approx 64 LMI households).

Working estimate discussed: many connections expected around \$5,000; outliers may cost more.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve proceeding with advertising for the New Marshfield Sewer so bid package can be submitted to Ohio EPA by October 15 to preserve funding; if Board later decided not to proceed, ads can be pulled. DLZ Gary Silcott to coordinate ad dates and bid opening.

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

W&S - Beachwood (Tanner Property)

Commissioners, W&S Supt Carson and Health Dept Patrick McGarry discussed the following for the Tanner Property:

- * Record shows easement to the property line; built service stopped short.
- * County will extend the service to the Tanner property line (County/Project cost).
- * Owner options (to be set out in a letter):
 1. Connect (owner pays from house to the new tap); or
 2. Refund/relief of remaining assessment (remove balance and refund amounts paid).
- * Health Dept. notes: existing septic is likely failing given age/condition.

CHIP Admin Agreement and Nelsonville CDBG

HAPCAP Glen Crippen provided the following updates:

1. CDBG/CHIP Program Updates
 - * PY24 CHIP ramp-up
 - * County previously ran an RFP for CHIP administration; HAPCAP selected.
 - * HAPCAP Glen Crippen will draft the Administrative Services Agreement, send to TL (Prosecutor) for review, and copy the Commissioners to begin implementation.
 - * Note: Current CHIP slots are full; cannot rely on this CHIP for the New Marshfield connections. Timing for future aid likely Spring 2027 if pursued in the next cycle.
 - * Next CHIP cycle (application in 2026)
 - * Agreement with HAPCAP will also cover preparation of next year's CHIP application.
 - * Commissioners confirmed Spring 2027 as a reasonable target for funds becoming available to residents if awarded.
2. Nelsonville Interest in CDBG (PY26 Planning)
 - * Meetings held with Nelsonville leadership (including Fred Holmes); city expressed interest in multiple CDBG avenues via the County:
 - * Critical Infrastructure (priority: flooding/drainage).
 - * Neighborhood Revitalization.
 - * County Allocation projects.
 - * City intends to coordinate with its engineer to identify competitive projects.
 - * HAPCAP Glen Crippen emphasized Nelsonville has strong CDBG data eligibility; offered to have city officials present to Commissioners during winter planning (Jan-Mar) as part of the standard County CDBG process.
3. SAOP (Survivor Advocacy Outreach Program) – CDBG CARES Grant
 - * Large CDBG-CV award (2021/2022) in active implementation; formal progress update to the County forthcoming.
 - * Grant end date: Jan 31, 2026 (current "hard stop").
 - * HAPCAP Glen Crippen has asked ODOD whether a no-penalty extension is possible to complete the full \$485k scope; awaiting guidance.
 - * Richland Avenue property (owned by SAOP):
 - * Current bid environment has been challenging; considering scoping down to the roof if deadlines remain firm.
 - * If an extension is granted, may rebid larger interior/cosmetic work; otherwise will target the roof as the most feasible deliverable.
 - * One upstairs unit currently occupied; no structural changes planned.

(Date)

Customer Name
Mailing Address
City, State Zip

Subject: Athens County Water and Sewer District Connections

Dear Customer:

Construction of the sanitary sewer in your area has been completed. Connection letters were sent to customers to connect to the new sanitary system with the following timeline:

- Contract A - March 16, 2023
- Contract B - January 20, 2023
- Contract C - January 20, 2023
- Contract D - March 16, 2023
- Contract E - October 14, 2022
- Phase 5 - June 23, 2023
- Elliotsville - March 19, 2024
- Partial Phase 7 - July 18, 2024 (areas of State Route 56, Salem and Kramer)
- Partial Phase 7 - October 31, 2024 (areas of Country Club, Bittersweet and Longmeadow)
- Phase 6 - March 21, 2025

As of this date, our records indicate that your residence has not been connected to the sanitary system. Residents are required to connect to the county sewer system, pursuant to Ohio Revised Code 6117 to prevent or abate pollution and protect the health and property of people in the county.

A list of residents who have not connected to the county sewer system will be forwarded to the Athens City-County Health Department for further enforcement on _____.

All connections must be inspected by the Athens County Water and Sewer District. Do not allow your sewer contractor to begin without scheduling 24 hours in advance to schedule an inspection.

If you have any questions, please contact the Athens County Water and Sewer District at 740-797-3235, Monday-Friday, 7:00 am to 4:00 pm.

Thank you.

Parcel No.	House No.	Mailing Address	EDUs	Contract	Billing Account #	Notes
B010030001101	6240	Hebbardsville Rd.	1	A	501-0005-0	
B010030001103	6239	Hebbardsville Rd.	9	A	501-00010-0	
B010030007000	7017	Selby Rd	1	A	501-00048-0	More than 200 feet
B010030008500	5875	Radford Rd.	1	A	501-00100-0	More than 200 feet
B010030008706	5930	Radford Rd.	1	A	501-00115-0	
B010030012200	5420	Radford Rd.	1	A	501-00145-0	
B010300101600	5599	FulView Heights Dr.	1	A	501-00185-0	
B010300102000	5681	FulView Heights Dr.	1	A	501-00185-0	
A010010038000	36	Park Lane Dr.	1	B	502-00010-0	
A010190200600	6000	Radford Rd.	1	B	502-00025-0	
A010190201300	7997	Rolling Hills Dr.	2	B	502-00045-0	
A010190201500	7948	Bennita Ln.	1	B	502-00056-0	
A010190204300	7872	Rolling Hills Dr.	1	B	502-00160-0	
A010190204500	7924	Rolling Hills Dr.	1	B	502-00160-0	
A010190205600	9074	Rolling Hills Dr.	1	B	502-00190-0	
A010250102100	66	Leoda Rd.	1	B	502-00250-0	tap issues
A010250203000	6151	Radford Rd.	1	B	502-00295-0	tap issues
A010250202200	302	Nurad Rd.	1	B	502-00385-0	
A010250301900	19	Park Lane Dr.	1	B	502-00445-0	
A010250401200	187	Louise Ln.	1	B	502-00535-0	
A010250402800	2	Nurad Rd.	1	B	502-00605-0	
A010250403300	247	Nurad Rd.	1	B	502-00630-0	
B010030009300	5689	Radford Rd.	1	B	502-00700-0	
A010190200300	6086	Radford Rd	1	B	502-00770-0	
A010010034900	6116	Fisher Rd.	1	C	503-00130-00	
A010130100700	9176	Hooper Rd.	1	C	503-00200-00	
A010130204600	1	Bali Dr.	1	C	505-00440-00	
A010130205000	3	Kay St.	1	C	505-00450-00	
A010130205500	9	Bali Dr.	1	C	505-00470-01	
A010130207000	2	Sue Dr.	1	C	505-00520-0	
A010130400200	9221	Hooper Rd.	2	C	503-00365-0	
A010130400201	9209	Hooper Rd.	1	C	503-00370-0	DR only-shares water meter
A010130404500	9179	Hooper Rd.	1	C	503-00485-0	
A010130404600	9111	W Bentbrook Ln	2	C	503-00490-0	
A010130502500	9316	Hooper Rd.	1	C	503-00565-0	
A010130502900	8201	Avanella Dr.	1	C	503-00575-0	
A010130503300	8225	Avanella Dr.	1	C	503-00585-0	DR only- no water meter
A010130504200	6360	Avanella Dr.	1	C	503-00615-0	
A010130504300	6346	Avanella Dr. A	1	C	503-00620-0	
A010130504300	6348	Avanella Dr. B	1	C	503-00625-0	
A010130505100	6265	Shelley Dr.	1	C	503-00685-0	
B010240101200	5794	University Heights Dr.	1	C	503-00770-0	
B010010056900	5945	Fisher Rd.	1	C	503-00817-0	
A010010056900	6678	Ervin Rd Unit A	1	D	504-00025-0	
A010010056900	6678	Ervin Rd Unit B	1	D	504-00026-0	
A010010056900	6670	Ervin Rd Unit A	1	D	504-00030-0	
A010010056900	6670	Ervin Rd Unit B	1	D	504-00031-0	
A010010057000	6682	Ervin Rd.	1	D	504-00040-0	
A010010057700	6626	Ervin Rd.	1	D	504-00090-0	
A010010058302	6522	Ervin Rd.	1	D	504-00100-0	

A010190100400	5781	Beechwood Dr.	1	D	504-00120-0	tap issues
A010190101400	7185	Beechwood Dr.	4	D	504-00175-0	
A010190102100	7239	Beechwood Dr.	1	D	504-00200-0	
A010190102300	7257	Beechwood Dr.	1	D	504-00210-0	
A010190103700	6345	Cornell Rd.	1	D	504-00250-0	
A010190104601	6760	Beechwood Dr.	1	D	504-00295-0	
A010130203500	94	Wonder Hills Dr.	1	E	505-00105-0	
A010130203700	88	Wonder Hills Dr.	1	E	505-00110-0	DR only- inactive water meter
A010130204000	104	Wonder Hills Dr.	1	E	505-00120-0	
A010130208400	35	Bali Dr.	1	E	505-00145-0	
A010130208900	14	Angela Dr.	1	E	505-00170-0	
A010130209700	19	Angela Dr.	1	E	505-00195-0	
A010130212200	89	Wonder Hills Dr.	1	E	505-00235-0	
A010130300401	52	Hamilton Ln. Apt 1	1	E	505-00300-0	
A010130300402	52	Hamilton Ln. Apt 2	1	E	505-00301-0	
A010130300401	52	Hamilton Ln. Apt 3	1	E	505-00302-0	
A010130303900	15	E Clearview Dr. ABC	3	E	505-00395-0	
A010130304800	7	Carol Ln. A & B	2	E	505-00430-0	
A010010062300	7601	N Blackburn Rd.	1	Elliotsville	506-00605-0	
A010010062400	7609	N Blackburn Rd.	1	Elliotsville	506-00610-0	
A010010070000	6500	Elliotsville Rd.	1	Elliotsville	506-00056-0	not billing- sent letter 9/11/2025
A010010070100	6807	Elliotsville Rd.	1	Elliotsville	506-00065-0	trailer was removed
A010010070200	7700	Shaw Rd.	1	Elliotsville	506-00070-0	More than 200 feet
A010140100400	9091	Elliotsville Rd.	1	Elliotsville	506-00080-0	
A010140100500	9095	Elliotsville Rd.	1	Elliotsville	506-00085-0	
A010140100900	9069	Elliotsville Rd.	1	Elliotsville	506-00120-0	
A010140101100	9055	Elliotsville Rd.	2	Elliotsville	506-00126-0	
A010140101200	9031	Elliotsville Rd.	3	Elliotsville	506-00130-0	
A010140101500	7786	Balls Rd.	1	Elliotsville	506-00145-0	
A010140101700	7780	Balls Rd.	1	Elliotsville	506-00150-0	
A010140102500	8953	Elliotsville Rd.	1	Elliotsville	506-00165-0	
A010140102900	7790	Shaw Rd.	1	Elliotsville	506-00175-0	
A010140103100	7790	Shaw Rd.	1	Elliotsville	506-00180-0	No water in building-DR only
A010140104300	8580	Elliotsville Rd.	2	Elliotsville	506-00215-0	
A010140104500	8576	Elliotsville Rd.	1	Elliotsville	506-00225-0	
A010140104500	8568	Elliotsville Rd.	1	Elliotsville	506-00228-0	
A010140104700	9010	Elliotsville Rd.	1	Elliotsville	506-00230-0	
A010140104800	9030	Elliotsville Rd.	1	Elliotsville	506-00233-0	
A010140104900	7875	Dairy Ln.	1	Elliotsville	506-00240-0	
A010140105700	7889	Dairy Ln.	1	Elliotsville	506-00245-0	
A010010039000	6601	Radford Rd.	1	Phase 5	507-00030-0	
A010010039500	6633	Radford Rd.	1	Phase 5	507-00040-0	
A010010040700	8805	Baker Rd. A & B	2	Phase 5	507-00090-0	
A010010054100	7154	Radford Rd.	1	Phase 5	507-00115-0	
A010010054200	7132	Radford Rd.	1	Phase 5	507-00120-0	
A010010054400	7007	Radford Rd.	1	Phase 5	507-00135-0	
A010250300400	6363	Radford Rd.	1	Phase 5	507-00205-0	
A010250303200	280	Estates Cr.	1	Phase 5	507-00260-0	
A010260100401	7143	Radford Rd.	1	Phase 5	507-00395-0	
A010260100500	7133	Radford Rd.	1	Phase 5	507-00400-0	
A010260100600	7125	Radford Rd.	1	Phase 5	507-00405-0	

A010010051104	7834	Radford Rd.	1	Phase 6	506-00065-0	
A010010051500	7854	Radford Rd.	1	Phase 6	506-00070-0	
A010010053200	7363	Radford Rd.	1	Phase 6	506-00080-0	
A010010053400	7320	Radford Rd.	1	Phase 6	506-00070-0	
A010010053600	7235	Radford Rd.	1	Phase 6	506-00080-0	
A010010053700	7262	Radford Rd.	1	Phase 6	506-00082-0	
A010260401012	7265	Edgewood Ln.	1	Phase 6	506-00170-0	
A010260401100	7245	Whitlind Ln.	1	Phase 6	506-00215-0	
A010260401200	7209	Whitlind Ln.	1	Phase 6	506-00220-0	
A010260402200	7424	Whitlind Ln.	1	Phase 6	506-00270-0	
A010260402300	7482	Whitlind Ln.	1	Phase 6	506-00275-0	
A010260500100	7698	Heatherstone Dr.	1	Phase 6	506-00295-0	
A010260500200	7700	Heatherstone Dr.	1	Phase 6	506-00300-0	tap issues
A010260500300	7750	Heatherstone Dr.	1	Phase 6	506-00305-0	
A010010048600	7220	S.R. 56	1	Phase 7	509-00010-0	
A010010049000	7505	S.R. 56	1	Phase 7	509-00020-0	
A010010049500	7566	S.R. 56	1	Phase 7	509-00030-0	
A010010050000	7815	S.R. 56	1	Phase 7	509-00035-0	
A010010072100	7821	S.R. 56	1	Phase 7	509-00050-0	
A010010072400	7807	ST RT 56 ABCD	4	Phase 7	509-00070-0	
A010010073200	7823	S.R. 56	1	Phase 7	509-00090-0	
A010010073400	7854	Bittersweet Ct.	1	Phase 7	509-00095-0	
A010260200300	7802	Bittersweet Ct.	1	Phase 7	509-00106-0	
A010260201000	7809	Bittersweet Ln.	2	Phase 7	509-00130-0	
A010260201300	7544	Longmeadow Ct.	1	Phase 7	509-00140-0	
A010260201400	7658	Longmeadow Ct.	1	Phase 7	509-00145-0	
A010260202000	7569	Longmeadow Ln.	1	Phase 7	509-00170-0	
A010260202500	7744	Radford Rd.	1	Phase 7	509-00185-0	
A010260302000	7774	Country Club Rd.	1	Phase 7	509-00195-0	
A010270100100	7704	S.R. 56	1	Phase 7	509-00375-0	
A010270100200	7724	S.R. 56	1	Phase 7	509-00380-0	
A010270100400	7732	ST RT 56 AB	2	Phase 7	509-00385-0	
A030320100600	8116	Salem Rd.	1	Phase 7	509-00420-0	
A030320100700	6708	Kramer Ln.	1	Phase 7	509-00425-0	
A030320100700	6700	Kramer Ln.	1	Phase 7	509-00435-0	DR only
A030320100700	8090	Salem Rd.	1	Phase 7	509-00430-0	DR only
A030320100800	6742	Kramer Ln.	1	Phase 7	509-00440-0	DR only
A030320103600	6894	S.R. 56	1	Phase 7	509-00635-0	
A030320104501	6835	S.R. 56	1	Phase 7	509-00655-0	
A030320100200	8156	Salem Rd.	1	Phase 7	509-00690-0	

Sidewalk and Entranceway Improvements

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve proceeding with the Thompson Proposal, with flexibility to exclude drywall waterproofing if later determined not to be required:

Sidewalk demolition & replacement: \$46,340.00

Concrete sealing (Sheriff's Office): \$2,200.00

Drywall waterproofing (Sheriff's Office basement): \$3,500.00

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

SEORJ MOU Revolving Grant Revision from 04/15/2025

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the revision of April 15, 2025 minutes, p. 130 for the Southeast Regional Jail which now specifies \$220,000.00 in rehabilitation funds.

See back of page 313 for MOU.

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

Planner LaVelle - MOU CAN

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve MOU between the Central Appalachian Network (CAN) and Athens County (AC) regarding the allocation and use of an ACRR Mini-Grant totaling \$12,000.00. The funding will support a public flooding education and signage project in rural communities across Athens County, Ohio, aimed at increasing preparedness and awareness of local flood routes.

See full MOU on back of page 313.

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

Buckeye 457 Withdrawal

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Buckeye 457 deferred compensation withdrawal for Jason Kline.

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

911 New Hires

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve hiring of Two (2) Intermittent Dispatchers for Athens County 911, start date of September 26, 2025:

Bailey Scott with a rate of pay \$21.20

Ian Wells with a rate of pay \$21.20

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

Surplus - W&S

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the W&S Surplus to destroy:

Description	Model #	Serial #
Hewlett Packard Printer	Laser Jet Enterprise M605	CNBCH7F211

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

US Army C of E Real Estate Acquisition Assessment

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to ratify Commissioner Eliason's Signature on the real estate acquisition assessment related to a U.S. Army Corps of Engineers Project.

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

MEMORANDUM OF UNDERSTANDING
 between the
SOUTHEASTERN OHIO REGIONAL JAIL
 and
ATHENS COUNTY, OHIO

This Memorandum of Understanding (MOU) is between the Southeastern Ohio Regional Jail ("SEORJ"), an Ohio multicounty correctional center, and Athens County, Ohio, one of the SEORJ's member counties, which has established and is operating a revolving fund for the SEORJ to access and utilize State of Ohio grant funding for repairs and improvements.

Background

The SEORJ is a five-county member jail, consisting of Athens, Hocking, Morgan, Perry, and Vinton Counties. In June 2021, Athens County, on behalf of the SEORJ and with approval by the SEORJ's board, applied to the State of Ohio, Department of Rehabilitation and Corrections ("State"), for funding through S.B. 310 Local Jail Projects for \$1.98 million ("S.B. 310 Funding").

In April 2025, the SEORJ received approval from the State to use the S.B. 310 Funding to complete repairs and improvements to its facility. The funding is in the form of a reimbursement grant, with 100 percent of the funding returned after approval from the State.

Responsibilities

As described in the original application for the S.B. 310 Funding, Athens County will administer the S.B. 310 Funding on behalf of the SEORJ. To access the S.B. 310 Funding, Athens County established a revolving fund, "Fund 044 S.B. 310 SEORJ Rehab."

In order to begin repairs and improvements, the SEORJ will provide initial funding from a combination of the SEORJ General Fund and SEORJ Capital Improvement Fund to Fund 044 SB 310 SEORJ Rehab in the amount of \$220,000.00 ("Initial Funding"). Athens County will reimburse the SEORJ for the Initial Funding through S.B. 310 Funding and will maintain a record of all funding, receipts, and disbursements.

Duration of Agreement

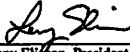
This MOU will be in effect until the S.B. 310 Funding from the State is completed or may be terminated at any time upon three months written notification by one party to the other if all funding has been properly reimbursed. Any unused funding at the time of termination will be returned to the appropriate party.

Signatories:

Southeastern Ohio Regional Jail

Athens County, Ohio

Joshua VanBibber, Warden
 Date _____


 Lenny Elison, President
 Date 9/16/25

3. **Flood Route Signs (Approx. 100 signs @ 24"x24") - \$4,000.00**
 To design and manufacture approximately 100 metal "Flood Route" signs that will be installed throughout Athens County, with locations determined through public input.
4. **Sign Posts (Approx. 100 posts) - \$1,000.00**
 To purchase mounting hardware and signposts necessary to install "Flood Route" signs along identified community routes.

IV. Roles and Responsibilities

Athens County agrees to:

- Implement the project as described and in accordance with this MOU.
- Use funds exclusively for the activities and budget categories listed above.
- Maintain clear and accurate records of all expenditures.
- Submit a final report to CAN upon project completion, including financial accounting and a summary of outcomes, such as the number and location of signs installed and public engagement metrics.

Central Appalachian Network agrees to:

- Disburse the grant award of \$12,000 to Athens County upon execution of this MOU and submission of required grant documentation.
- Provide general support and guidance throughout the project period.
- Review and evaluate project outcomes and deliverables upon completion.

V. Duration

This MOU is effective as of the date signed and shall remain in effect through the completion of the project or until amended or terminated by mutual written agreement.

VI. Amendments

This MOU may be amended at any time by mutual written consent of both parties.

MEMORANDUM OF UNDERSTANDING

Between the Central Appalachian Network (CAN)
 and Athens County (AC)
 Date: September 3, 2025

I. Purpose

This Memorandum of Understanding (MOU) outlines the agreement between the Central Appalachian Network (CAN) and the Athens County (AC) regarding the allocation and use of an ACRR Mini-Grant totaling \$12,000. The funding will support a public flooding education and signage project in rural communities across Athens County, Ohio, aimed at increasing preparedness and awareness of local flood routes.

II. Project Overview

The Athens County Planning Office will lead a public flooding education and signage initiative in partnership with the Invisible Ground Project and community members across rural areas of the county. The initiative includes development of educational materials, facilitation of public engagement meetings, and installation of clearly marked "Flood Route" signs to guide residents and emergency responders during flood events.

Through this initiative, Athens County will improve flood awareness, support community-led planning, and create a visible, long-lasting infrastructure that enhances disaster response and public safety. The project is rooted in community input and aims to ensure local knowledge is directly reflected in countywide flood preparedness strategies.

III. Grant Allocation and Budget

The total project cost is \$12,000, with the following budget breakdown:

1. **Invisible Ground Public Flooding Education Project Contract - \$8,000.00**
 To support a contractual partnership with the Invisible Ground Project team to assist with public engagement, storytelling, and content development related to local flooding history and future preparedness.
2. **Public Education Materials - \$1,000.00**
 To produce outreach materials for distribution at public meetings, libraries, schools, and other local hubs. Materials may include maps, fact sheets, and signage guides.

VII. Signatures

For the Central Appalachian Network (CAN):

Name: _____

Title: _____

Signature: _____

Date: _____

For Athens County (AC):

Name: Lenny Elison

Title: President - Athens County Board of Commissioners

Signature: 

Date: 9/16/25

Travel

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

Recorder: Jessica Markins; ORA Fall Continuing Education, Columbus OH; 09/17 - 09/18/25

Engineer: Garrett Maiden; 2025 Surveyors Rendezvous, Marietta OH; 09/19/25

Engineer: Jeff Maiden; 2025 Surveyors Rendezvous, Marietta OH; 09/19/25

Engineer: Donnie Stevens; 2025 Surveyors Rendezvous, Marietta OH; 09/19/25

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

FEMA - Engineer

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve designating Engineer Jeff Maiden to be the contact person for Athens County:

September 16, 2025

Executive Director

Ohio Emergency Management Agency

2855 West Dublin Granville Road

Columbus, Ohio 43235-2206

Dear Mr. Metzger:

Athens County intends to request supplemental financial assistance for damage caused by the Storms on March 30, 2025, from the State Disaster Relief Program.

We have designated Jeff Maiden, Athens County Engineer to be the contact person for Athens County in all matters pertaining to this request. This individual will ensure that all required information is sent to the Ohio Emergency Management Agency within the required time frames and may be reached at phone number 740-593-5514; email jmaiden@athensoh.org.

The required site lists and photos are enclosed.

Respectfully,

/s/Lenny Eliason, President

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

Suspend Rules

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to suspend the rules and declare an emergency and add the following to the agenda:

Engineer Budget Transfer & Amendment

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

NFP -RFP Results

Commissioner met with NFP to review Benefits RFP Presentation comparing results of current CEBCO arrangements vs. Market options. The insurance committee (Keller Blackburn, Jack Pepper, & Chris Chmiel) recommends Option 1 (MMO). Schedule meeting with MMO next Commissioners Meeting.

Return on Investment - Chasity Schmelzenbach, Exec Dir. Buckeye Hill Regional Council

Exec Dir. Chasity Schmelzenbach provided the following ROI, see back of page 314.

Engineer Budget Transfer

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Engineer Budget Transfer in the amount of \$447.89.

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

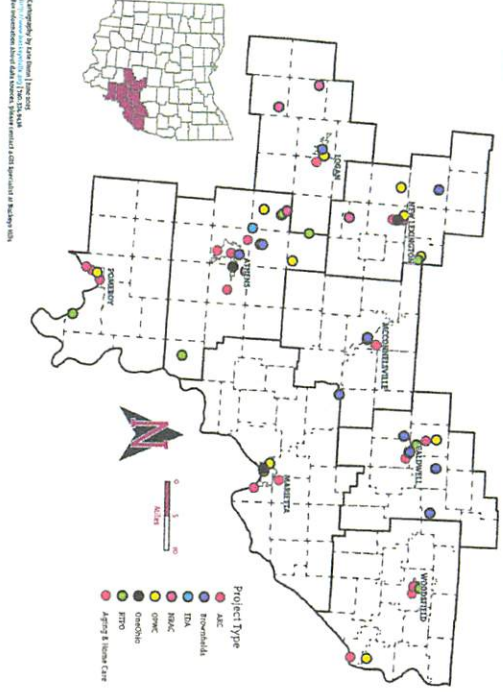
2024 DUES TO BUCKEYE HILLS \$9,645.50

Home Modification & Repair	\$48,609
Farmer's Market Nutrition Program	\$136,000
QA Senior Services	\$3,478,944
QA Senior Services	\$3,013,344
Community Development	\$5,333
Public Infrastructure	\$1,504,668
Appalachian Regional Commission	\$841,900
State Appalachia Fund	\$841,900
Clean Ohio	\$74,850
Planning	\$18,659
Regional Transportation Planning	\$100,000
KTRP Surface Transportation Block Grant	\$100,000
Public & Governmental Affairs	\$13,950
Mayors' Partnership for Progress	\$100,000
National Association of Development Organizations	\$1,000
National Association of Regional Councils	\$1,000
Ohio Association of Regional Councils	\$1,000
Ohio Chamber of Commerce	\$1,000
Ohio Conference of Community Development	\$1,000
Ohio Rural Development Alliance	\$1,000
Broadband Access Ohio	\$1,000
Ohio Public Transit Association	\$1,000
TOTAL	\$8,553,579
RETURN ON INVESTMENT PER DOLLAR	\$886.76
RETURN ON INVESTMENT PER CAPITA*	\$136.41

*In 2023, the population of Athens County was 42,706 according to U.S. Census ACS Estimates.

COMMUNITY DEVELOPMENT GRANTS AWARDED	\$872,568
Appalachian Regional Commission	\$174,668
Athens Amenity Equipment & Amenities	\$174,668
State Appalachia Fund	\$142,900

2024 Buckeye Hills Regional Council Projects



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Map information provided by Esri, DeLorme, Garmin, and other sources.
Athens County, Ohio. Buckeye Hills Regional Council. 2024.

2024 DUES TO BUCKEYE HILLS \$9,645.50

Public Infrastructure	\$400,000
Canal St. & Burr Oak Blvd Resurfacing Project/33 Cr.2p Resurfacing (Wellstonville)	\$400,000
Athens County Highway R. 10, 12 & B3 Paving	\$400,000
Street Improvement Project/10th, Palmer, & Red Dog Street Improvements (Jacksonville)	\$224,999
Appalachian Regional Commission	\$580,000
Canawville Sewer Project - Athens County	\$580,000
Athens Amenity Equipment & Amenities	\$574,668
Jacksonville Revitalization Project 2023	\$574,668
State Appalachia Fund	\$500,000
Athens Amenity	\$100,000
Accessible Beach and Kayak Launch at Strouds Run State Park	\$100,000
Clean Ohio	\$99,000
Strouds Run Connector	\$74,850
TRANSPORTATION GRANTS AWARDED	\$400,000
KTRP Surface Transportation Block Grant	\$100,000
Coolville Culvert Pipe Replacement Project (Wellstonville)	\$100,000
Coilville Culvert Pipe Replacement Project	\$100,000
Brownfield Remediation Program	\$139,405
Chancellor Bulley's Trail	\$104,405
Bussell's	\$18,000
SNAPSHOT OF SERVICES DELIVERED	\$1,111
Aging & Health	\$1,111
Seniors Serviced	1,559
Senior Farmer's Market Nutrition Program	219
Passport and Assisted Living Medical Waivers	275
Medical Services for County	766
Health Services	55,447
Transportation Trips	2,195
Minor Home Modifications & Repairs	11

2024 DUES TO BUCKEYE HILLS \$9,642.25

Community Development	\$1,133
Comprehensive Planning	\$1,000
Appalachian Regional Commission	\$174,668
State Appalachia Fund	\$142,900
Planning	\$18,659
Regional Transportation Planning	\$100,000
Membership Support Services	\$13,950
Public & Governmental Affairs	\$100,000
National Association of Development Organizations	\$1,000
Mayors' Partnership for Progress	\$1,000
National Association of Regional Councils	\$1,000
Ohio Association of Regional Councils	\$1,000
Ohio Chamber of Commerce	\$1,000
Ohio Conference of Community Development	\$1,000
Ohio Rural Development Alliance	\$1,000
Broadband Access Ohio	\$1,000
Ohio Public Transit Association	\$1,000
Community Development	\$1,000
Comprehensive Planning	\$1,000
Appalachian Regional Commission	\$174,668
State Appalachia Fund	\$142,900
Planning	\$18,659
Regional Transportation Planning	\$100,000
Membership Support Services	\$13,950
Public & Governmental Affairs	\$100,000
National Association of Development Organizations	\$1,000
Mayors' Partnership for Progress	\$1,000
National Association of Regional Councils	\$1,000
Ohio Association of Regional Councils	\$1,000
Ohio Chamber of Commerce	\$1,000
Ohio Conference of Community Development	\$1,000
Ohio Rural Development Alliance	\$1,000
Broadband Access Ohio	\$1,000
Ohio Public Transit Association	\$1,000
TOTAL	\$882,038
RETURN ON INVESTMENT PER DOLLAR	\$1747.94
RETURN ON INVESTMENT PER CAPITA*	\$35.75

*In 2023, the population of the City of Athens was 24,673 according to U.S. Census ACS Estimates.

2024 DUES TO BUCKEYE HILLS
Dues paid by the member in 2024 for membership with Buckeye Hills Regional Council.
2024 COUNTY ROI: EXPLANATION OF LINE ITEMS (Note: Individual reports may not contain all line items.)

Aging & Disability
Includes: Market Services Program
Includes: TDA dollars allocated to region distribution of 1% per consumer
Program and PASSPORT Assisted Living Program.
Includes: Funds allocated to home modification and accessibility projects through the Ohio Housing Assistance Grant Program and PASSPORT Assisted Living Program.

PASSPORT & Assisted Living Care
Includes: PASSPORT, Assisted Living Medical Waiver services, personal care, homecare services, and more.
Includes: Older Americans Act services, including congregate meals, personal care, and other services.

Community Development
Comprehensive Planning
Includes: development and updates of the regional Comprehensive Economic Development Strategy (CEDS)
Public Infrastructure
Includes: Ohio Public Works Commission State Capital Improvement Program (SCIP) and the Local Transportation Improvement Program (LTIIP) grants and loan allocations
Appalachian Regional Commission
Includes: Appalachian Regional Commission Area Development, Broadband, and Distressed Counties grants
State Appalachia Fund
Includes: grants made through the Governor's Office of Appalachia
Clean Ohio
Includes: Ohio Public Works Commission Clean Ohio grant funding allocations for conservation projects
ACOP Technical Assistance
Includes: technical assistance, professional services, and project application development for the Appalachian Community Grant Program.
Arts & Economic Prosperity Study
Includes: the Southeast Ohio Report for the fourth edition of the Arts & Economic Prosperity Study, produced by Americans for the Arts. Available at buckeyehills.org/arts.

Planning
Regional Transportation Planning
Includes: Short Range Planning, the Transportation Improvement Program, Contracting Management Services, the regional Long-Range Transportation Plan, Technical Services, Participation in Statewide Planning, Special Studies, Transit, and TPO Program Reporting
KTRP Surface Transportation Block Grant
Includes: grants awarded through the state of Ohio's Surface Transportation Block Grant Program
Mobility Management
Includes: Mobility Management services provided by Buckeye Hills Regional Council
Brownfield Remediation
Includes: brownfield projects supported by Ohio Department of Development, AEC, and US EPA
Membership Support Services
Includes: Membership in professional associations relevant to community and economic development and aging
Professional Development
Includes: membership in regional, state, and national associations that focus on advocacy
Public & Governmental Affairs
Includes: membership in regional, state, and national associations that focus on advocacy

Adjourn

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

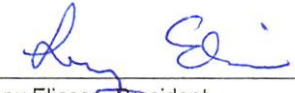
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.




JoAnn Rockhold, Administrator



Alison Pierson, Clerk



Lenny Eliason, President



Charlie Adkins, Vice-President



Chris Chmiel