

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, November 04, 2025 Convenes at 9:30 a.m.
Approve Agenda

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

- Fund to Fund: Comm \$10,760.00 from 001.1236.589000 Transfer Out to 571.2571.417100 Other Rev-Pub Assist
- Fund to Fund: Juvenile Court \$1,200.00 from 001.1150.560152 to 311.2311.415400 Fees
- Fund to Fund: W&S \$7.04 from 605.3605.580100 Unapp Cash Transfer Out to 607.2607.422100 Dresher Sewer Transfer In
- Fund to Fund: W&S \$17,986.38 from 605.3605.580100 Unapp Cash Transfer Out to 619.2619.422100 Rt 50 Sewer Transfer In
- Fund to Fund: W&S \$20,253.91 from 605.3605.580100 Unapp Cash Transfer Out to 604.2604.422100 Plains Water Transfer In
- Fund to Fund: W&S \$8,182.05 from 605.3605.580100 Unapp Cash Transfer Out to 603.2603.422100 Plains Sewer Transfer In
- add- Fund to Fund: Sheriff \$5,000.00 from 213.3213.510400 Salaries Overtime to 234.2234.412500 Grants
- add- New Fund: CP 262.3262.560010 Credit Card Payments

- 9:30 Mike Biggins- Bike Rack
- 9:35 Amy Lipka - Age Friendly Funding
- 9:45 DJFS Dir Jean Demosky - weekly updates
- 10:00 EMS
- 10:15 Treasurer- Budget
- 10:30 W&S Supt Oscar Carson - weekly updates
- 10:45 Sheriff - Budget
- 11:30 LUNCH
- 1:00 Clerk of Courts - Budget
- 1:15 Auditor - Budget

Agenda Items

- Remove Credit Card User
- OWDA Payment Request (Ratify Commissioner Eliason's Signature)
- Surplus - Clerk of Courts
- HAPCAP - Lin Hall Invoice (Ratify Commissioner Eliason's Signature)
- W&S Tanner Property - Reverse Charges & Refund (Ratify Commissioner Eliason's Signature)
- Surplus - EMS
- Children Services Vehicle Purchase
- New Marshfield Gravity Sanitary Sewer - Ohio EPA Funding app (Ratify Commissioner Eliason's Signature)
- Surplus - Commissioner
- add- Utility Permits
- add- W&S Extensions
- add- ARC Financial Report #3 (Ratify Commissioner Eliason's Signature)
- add- ARC Progress Report (Ratify Commissioner Eliason's Signature)
- add- Thompson Plumbing Inv #1502 \$24,952.00 to be paid with ARPA Funds
- add- HAPCAP - New Leaf Neighborhood Facilities Improvements Contract
- add- Directory
- add- Paint Proposal for CourtHouse

-TRAVEL

- JoAnn Rockhold- CCC-EAPA State Street, Columbus Ohio- November 7
- add- Auditor: Leigh-Ann Hatfield; STRS Ohio Workshop, Columbus OH; 11/12/25
- add- Auditor: Lee Raines; Twp/Village Monthly Meetings; 10/1-10/6-10/8-10/9-10/13-10/14-10/15-10/16-10/23-10/25-10/28
- add- Auditor: Janet Harner & Tim Crow; AI Training, The Lodge at Hocking College; 11/5/25
- add- Recorder: Jessica Markins; ORA Winter Conf, Dublin OH; 11/11-11/14/25

ADJOURNMENT

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: Comm \$10,760.00 from 001.1236.589000 Transfer Out to 571.2571.417100 Other Rev-Pub Assist, Fund to Fund: Juvenile Court \$1,200.00 from 001.1150.560152 to 311.2311.415400 Fees, Fund to Fund: W&S \$7.04 from 605.3605.580100 Unapp Cash Transfer Out to 607.2607.422100 Dresher Sewer Transfer In, Fund to Fund: W&S \$17,986.38 from 605.3605.580100 Unapp Cash Transfer Out to 619.2619.422100 Rt 50 Sewer Transfer In, Fund to Fund: W&S \$20,253.91 from 605.3605.580100 Unapp Cash Transfer Out to 604.2604.422100 Plains Water Transfer In, Fund to Fund: W&S \$8,182.05 from 605.3605.580100 Unapp Cash Transfer Out to 603.2603.422100 Plains Sewer Transfer In, Fund to Fund: Sheriff \$5,000.00 from 213.3213.510400 Salaries Overtime to 234.2234.412500 Grants, New Fund: CP 262.3262.560010 Credit Card Payments and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 10/28/2025 To: 10/30/2025, INVOICE TRACKING REPORT - From: 10/30/2025 To: 11/04/2025, INVOICE TRACKING REPORT - From: 11/04/2025 To: 11/06/2025 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.

Health Dept Jack Pepper - Age Friendly Funding

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve continued County support for Age-Friendly Athens County via the Senior Levy Fund.

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) JFS Update – SNAP & Community Food Support*** SNAP situation:**

* JFS reported SNAP is the top operational issue this week. ODJFS guidance has been shared with customers; copies provided to the Board.

* Governor DeWine's allocation to food banks helps but is "a drop in the bucket."

* Federal update: President indicated support for issuing partial SNAP benefits, but system coding changes could take months—it is not a simple switch and would delay any partial issuances.

* Operational triage: JFS prioritizes SNAP applications ahead of other benefits (e.g., medical) because clients need food immediately.

*** Local food network status:**

* Athens County Food Pantry (Chair Karen Bright) is ordering extra food and requested temporary storage space; a recent Saturday distribution served ~70+ and ran out by 2:00 PM (typical is ~40).

* County-supported Operation Full Belly activities are underway:

* Agency raffle via Community Cares Fund (online).

* Chili Cook-off booth raised ~\$200.

* A Facebook birthday fundraiser added \$221.

* Agency chili/canned-goods drive this week.

* Commissioners' Thanksgiving-themed collection praised for strong turnout last year.

*** Other programs:**

* TANF impact locally is limited (~100 people); larger effects are expected in metro areas.

2) JFS Call Center Performance

* Offered calls: ~1,400

* Answer rate: 95.3%

* Average speed of answer: 3 minutes

* Average handle time: 28 minutes

* Note: Metrics reflect improvements versus prior years; staffing has remained stable (no new hires in ~1 year).

3) HR & Scheduling

* 36-hour work week started yesterday.

* Director has additional proposals requiring union negotiations; includes potential layoff considerations.

4) Announcements & Logistics

* Property auction reminder: Public auction of the 510 building set for Thursday at 5:00 p.m. (via Collins).

Executive Session - DJFS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to enter into executive session at 9:43 with Dir Jean Demosky & Assist Dir Lisa Radford to discuss collective bargaining negotiations and layoffs.

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 10:10 with No Action to be taken.

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

Surplus - DJFS

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve the DJFS Surplus and declare listed items surplus and authorize sale on Govdeals. See full list on back of page 366.

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

Executive Session - DJFS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to enter into executive session at 10:12 with Prosecutor Keller Blackburn, T.L. Warren, & Dir Jean Demosky to discuss discipline of a public employee.

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

Regular Session

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to return to regular session at 10:47 and authorize Commissioner Eliason to take care of the discipline.

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

EMS

Chief Pyle presented the following:

1) Apparatus Bay radiant floor heat – leak & repairs

Context & symptoms

- * Radiant floor heat in the bays is losing fluid; system has required multiple refills (twice by Twin Oaks; once by Air Claws) last winter. It then sat dry over the summer. It is a closed-loop system with continuous loops (no underground connections), indicating the likely failure is a puncture/leak in a loop rather than a fitting.

Recent vendor visit & estimate

- * Air Claws inspected and sent an estimate (~\$2,200+) just to locate the leak, not repair.
- * Concern expressed that this diagnostic-only price is high.

Proposed approach

- * Facilities (Mike Biggins) to obtain multiple quotes for leak detection/diagnosis and repair options (including from firms with boiler/radiant experience such as Davidson & Bush, who are certified on boilers).
- * Coordinated on-site meeting to be scheduled with:

- * Commissioner Chmiel
- * Architect
- * Air Claws representative (Ray)
- * Facilities (Mike Biggins)
- * Any other necessary parties

Purpose: align on a single game plan (heating/cooling zoning, leak location method, repair plan, costs, responsibilities, and any warranty considerations).

Operational risk

- * Without functioning floor heat, significant winter operations impact is expected in the bays.

2) Requested documentation delivered

- * Chief Pyle brought the information requested in the prior meeting.
- * Board preference: Take the packet, review this week, and discuss next week (no executive session held today for this item).

Treasurer - Budget

Treasurer Taylor Sappington presented the 2026 Treasurer Budget.

Sheriff - Budget

Chris Breeze & Sheriff Rodney Smith presented the 2026 Sheriff Budget.

Dog Shelter - Budget

Dog Warden Ryan Gillette presented the 2026 Dog Shelter Budget.

Five Points Road

Ownership documentation for USACE

Issue: Army Corps of Engineers (USACE-NC contact) needs proof the County owns/controls Five Points Road to proceed with a project. No prior minute entry or acceptance resolution could be found by the Engineer or in Commission minutes.

Proposed remedy: Attorney Frank Lavelle prepared a "dominion/control" certification describing County control (public prescription) to submit in lieu of missing historical acceptance records.

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve Attorney Frank LaVelle's dominion/control certification to USACE.

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

W&S Supt Oscar Carson - Country Club

Sewer policy & EDU methodology — alignment of policy vs practice

- * Context: A "voluntary letter" response and a complaint from Bob Toy (Athens CC) assert current billing practice conflicts with the written EDU policy (policy references water usage; practice applies category-based EDU counts like "50 gal/member" for a country club).
- * Board consensus: Policy must be revised "sooner rather than later" to reflect consistent, fair practice (e.g., change "shall" to "may" where appropriate and clarify commercial/non-residential EDU calculation).
- * Comparatives discussed:
 - * Country club currently charged by category (e.g., 25 EDUs – staff proposed 9–10 EDUs based on usage equivalence). Toy argues ~3.26–4 EDUs using recent water usage.
 - * Smith Concrete has heavy non-sewered process water; meter/sub-meter approach endorsed earlier.
 - * Churches billed at 1 EDU; schools by pupils/fixtures; duplexes may share one water meter but are 2 EDUs for debt service.
- * Revenue impact example: Dropping the country club to 4 EDUs would require approximately \$1.08/month increase to the system-wide minimum to keep debt service whole.
- * Next steps on policy:
 - * Staff (Oscar & Stephanie) to draft consolidated policy updates (including New Marshfield language).
 - * Data request: Stephanie to compile 12 months of water usage for the country club.
 - * Engagement: Invite Bob Toy (and the Mayor, if relevant) to next week's agenda to review the shared usage data and discuss a resolution while policy updates are finalized.

W&S - 7902 Bittersweet Ct

A motion was made by Mr Chmiel and seconded by Mr Adkins to approve the one-time leak adjustment due to non-connection status.

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

New Marshfield Sewer

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve the WPCLF Resolution (loan & revenue projections), subordinated revenue bond issuance (\$1,459,985), and WPCLF Application authorizing Commissioner Eliason to sign. See back of page 367 for all supporting documents.

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

RESOLUTION No. 222-114

A RESOLUTION OF THE BOARD OF ATHENS COUNTY COMMISSIONERS AUTHORIZING THE ISSUANCE OF A BOND OF THE ISSUER IN A PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED FIFTY NINE THOUSAND EIGHTY FIVE DOLLARS (\$1,459,985.00) DOLLARS FOR SALE TO THE WATER POLLUTION CONTROL LOAN FUND OF THE STATE OF OHIO TO FINANCE THE COSTS OF IMPROVEMENTS TO THE ISSUER'S WASTEWATER SYSTEM...

WHEREAS, the Board of Athens County Commissioners (the "Issuer") seeks to acquire or construct additions or improvements (the "Project") to its wastewater system (the "System"); and

WHEREAS, the Issuer has applied for financial assistance for the Project from the Water Pollution Control Loan Fund of the State of Ohio (the "WPCLF") and has requested that such financial assistance be repaid to the WPCLF over a period of forty-five (45) years; and

WHEREAS, in order for the WPCLF to provide financial assistance for the Project to the Issuer and to allow that assistance to be repaid over a period in excess of thirty (30) years, the obligation of the Issuer to repay that assistance must take the form of a bond to be purchased by the WPCLF acting by and through the Ohio Water Development Authority (OWDA) and the Director of Environmental Protection, as the Director of the Environmental Protection Agency of the State of Ohio (the "Director") and, together with the OWDA, the "State";

WHEREAS, the State requires the Issuer to adopt legislation that (i) approves the application for financial assistance from the WPCLF, (ii) authorizes the issuance and sale of a bond to the State; and (iii) authorizes the execution and delivery of the bond and the related trust agreement and other documents and the taking of other actions related to the issuance and sale of the bond;

WHEREAS, the Issuer is authorized under Ohio Constitution Article VIII, Section 13 to adopt this Resolution (the "Legislation") and to issue debt obligations of the character of the Bond hereby authorized for the purpose of financing improvements to the System;

(TO BE ADDED, ANY ADDITIONAL RECITALS REGARDING DECLARATION OF THE ORDINANCE OR RESOLUTION AS AN EMERGENCY MEASURE OR ADDRESSING OTHER LOCAL PROCEDURAL REQUIREMENTS)

NOW, THEREFORE, BE IT RESOLVED by the Board of Athens County Commissioners (the "Legislative Authority") of Athens County:

SECTION 1. This Legislative Authority has determined that it is in the best interest of the Issuer to issue, and that the Issuer shall issue, a Wastewater System Subordinated Revenue Bond, Series 2025 (the "Bond") in a

principal amount not to exceed one million four hundred fifty-nine thousand nine hundred eighty-five dollars \$1,459,985.00 for sale to the WPCLF acting by and through the State to finance the costs of improvements to the System.

SECTION 2. The Bond shall be issued substantially in the form thereof placed on file with the Clerk of this Legislative Authority, including the Trust Agreement, to be dated as of the same date as the Bond (together with Exhibit 1 incorporated therein, the "Agreement"), which is attached to the Bond as Exhibit A and is incorporated therein in its entirety, among the Issuer, the OWDA and the Director. The principal amount of the Bond (referred to in the Agreement as the "Project Participation Principal Amount") shall be payable on the dates and in the amounts specified in the Agreement, shall not be subject to redemption prior to maturity, and shall bear interest on the outstanding principal amount payable at the rate or rates and on the dates specified in the Agreement and constituting a portion of the payments referred to in the Agreement as the "Semi-Annual Payments" until the principal amount is paid or provided for. The Bond is issued, payable and secured on the terms and subject to the conditions set forth in the Agreement, including, without limitation, the Issuer's covenant in the Agreement that it will fix and revise the rates and charges for the products, services and facilities of the System and collect and account for income and revenue therefrom to comply with the Agreement's requirements.

SECTION 3. The President and Vice President of the Board of Commissioners (the "Authorized Officials") are authorized to execute and deliver the Bond and the Trust Agreement in the name and on behalf of the Issuer, substantially in the respective forms thereof placed on file with the Clerk of this Legislative Authority, but with such changes (other than to the terms specified in Exhibit 1 to the Trust Agreement) as the Authorized Officials determine to be in the best interest of the Issuer and not inconsistent with this Legislation, which determination shall be conclusively evidenced by the execution of the Bond and the Trust Agreement by the Authorized Officials.

SECTION 4. The Bond shall be a special obligation of the Issuer. The Bond is payable as to principal and interest solely from the revenues defined in the Agreement as the "Pledged Revenues" and is secured by the pledge of the Pledged Revenues under the Agreement on the subordinated basis set forth therein; provided, however, that any pledge or assignment of or lien on any fund, account, receivables, revenues, money or other intangible property not in the custody of the State shall be valid and enforceable only to the extent permitted by law. The Issuer covenants that it will promptly pay from such sources the principal and interest on the Bond issued under the Trust Agreement on the dates and in the manner provided in the Bond and in the Agreement, according to the true intent and meaning thereof.

(TO BE ADDED: ANY ADDITIONAL WORDING REGARDING SECURITY AND PRIORITY THAT THE ISSUER DEEMS NECESSARY TO CONFORM THIS LEGISLATION AND THE AUTHORIZED BOND TO REQUIREMENTS OF ANY EXISTING BOND TRUST AGREEMENT REGARDING ADDITIONAL DEBT AND SUBORDINATED DEBT)

Nothing in this Legislation, the Bond or the Agreement shall constitute a general obligation debt or tax-supported bonded indebtedness of the Issuer; the general resources of the Issuer shall not be required to be used, and neither the general credit nor taxing power or full faith and credit of the Issuer are or shall be pledged, for the performance of any duty under the Bond or the Agreement. Nothing in the Bond or the Agreement gives the holder of the Bond, and the holder shall not have, the right to have excises or taxes levied by this Legislative Authority for the payment of the principal of or interest on the Bond or any other

payment obligation of the Issuer under the Bond or the Agreement, but the Bond is payable solely from the Pledged Revenues as provided in the Bond and the Agreement, and the Bond shall contain a statement to that effect; provided, however, that nothing shall be deemed to prohibit the Issuer, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Bond or the Agreement.

SECTION 5. The Bond shall be sold to the State for the amount defined in the Agreement as the "Bond Purchase Price," i.e., the aggregate amount paid by the State to the Issuer for the purchase of the Bond through one or more disbursements from the WPCLF for "Eligible Project Costs" (as defined in the Agreement) pursuant to the Agreement, each of which disbursements shall constitute the payment of the purchase price at par for the equivalent amount of the principal of the Bond.

It is hereby determined by this Legislative Authority that the terms of the Bond, the procedures for their sale, and the price to be paid for them, all as established in accordance with this Legislation and the Agreement, are and will be in the best interest of the Issuer and in compliance with all legal requirements.

The Authorized Officials, Administrator and the Clerk are authorized to make the necessary arrangements on behalf of the Issuer to establish the date, location, procedure and conditions for the delivery of the Bond to the State and to take all actions necessary to effect due signing, authentication and delivery of the Bond under the terms of this Legislation and the Agreement.

SECTION 6. The Issuer, by issuance of the Bond, covenants and agrees with the State as holder of the Bond to perform its covenants and agreements set forth in this Legislation and in the Bond and the Agreement.

SECTION 7. This Legislative Authority finds and determines that all formal actions of this Legislative Authority and any of its committees concerning and relating to the passage of this Legislation were taken in an open meeting of this Legislative Authority or committee, and that all deliberations of this Legislative Authority and of any committee that resulted in those formal action were in meetings open to the public, all in compliance with the law.

SECTION 8. This Legislation shall take effect and be in force from and after the earliest period allowed by law.

Signed this 5th day of November 2025

Lucy Elson, President
Charlie Adams, Vice President
Chris Chisler

REGISTERED NO. B-1 AMOUNT \$1,459,985.00

STATE OF OHIO COUNTY OF Athens

ATHENS COUNTY BOARD OF COMMISSIONERS

WASTEWATER SYSTEM SUBORDINATED REVENUE BOND, SERIES 2025

Athens County (the "Issuer"), for value received, promises to pay to the State of Ohio (the "State") acting by and through the Ohio Water Development Authority (the "OWDA") and the Director of Environmental Protection of the State of Ohio (the "Director"), but solely from the revenues and in the manner set forth in the Trust Agreement, dated as of November 5, 2025 (together with the Trust Agreement incorporated herein, the "Agreement"), which is attached hereto as Exhibit A and is incorporated herein in its entirety, among the Issuer, the OWDA and the Director, the principal amount (referred to in the Trust Agreement as the "Project Participation Principal Amount") of \$1,459,985.00 at the times and in the amounts specified in the Agreement, with interest on the outstanding principal amount payable at the rate or rates and on the dates specified in the Agreement and constituting a portion of the payments referred to in the Agreement as the "Semi-Annual Payments" until the principal amount is paid or provided for. The principal amount is subject to reduction under the Agreement's provisions for adjustment of Semi-Annual Payments, with consequent potential adjustment in the amounts of principal and interest payable on any payment date. Principal and interest are payable when due by check or draft mailed or wire transferred to or for the account of the State in accordance with the Agreement.

This Bond is issued for the purpose of paying a portion of the cost of acquisition, construction or equipping of facilities for or improvements to the Issuer's wastewater system described on the Trust Agreement in the Agreement (the "Project"), under authority of, pursuant to and in full compliance with Section 133.02 of the Revised Code, and an ordinance or resolution duly passed by the legislative authority of the Issuer.

THIS BOND DOES NOT CONSTITUTE A GENERAL OBLIGATION OF THE ISSUER, AND THE GENERAL CREDIT AND TAXING POWER OF THE ISSUER ARE NOT PLEDGED, AND ITS GENERAL AND ORDINARY FUNDS ARE NOT OBLIGATED TO BE USED, FOR THE PAYMENT OF ALL OR ANY PART THEREOF OR THE INTEREST THEREON; AND THE STATE DOES NOT HAVE AND SHALL NOT HAVE ANY RIGHT TO HAVE ANY EXCISES OR TAXES LEVIED BY THE TAXING AUTHORITY OF ANY POLITICAL SUBDIVISION, INCLUDING THE ISSUER, FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond is payable as to principal and interest solely from the revenues defined in the Agreement as the "Pledged Revenues" and is secured by the pledge of the Pledged Revenues under the Agreement on the subordinated basis set forth therein. Among other things, the Issuer, acting through its legislative authority, has covenanted in the Agreement that it will fix and revise the rates and charges for the products, services and facilities of the System (as defined therein) and collect and account for income and revenue therefrom to comply with the Agreement's requirements. Reference is hereby made to the Agreement for a more complete description of the nature and extent of the security for this Bond, the rights of the State and of the Issuer with respect to such security, and the terms and conditions upon which this Bond is, and is to be, issued and accepted. To the extent and in the manner permitted by the terms of the Agreement, any covenant, condition or provision of the Agreement or any supplement thereto may be modified or amended, without necessity for notation hereon or reference thereto, by the Issuer by ordinance or resolution of its legislative authority and with the written consent of the State, documented as specified in the Agreement.

If an Event of Default, as defined in the Agreement, shall occur the State shall be entitled to institute any suit, action or proceeding at law or in equity to enforce any rights or remedies granted by the Agreement.

It is certified and recited that there have been performed and have happened in regular and due form, as required by law, all acts and conditions necessary to be done or performed by the Issuer or to have happened precedent to and in the issuing of this Bond in order to make it the legal, valid and binding special obligation of the Issuer; that payment in full

for this Bond has been received in the name of the State's successor and delivery of the Agreement and Incurrence of its obligations thereunder; and that this Bond does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused the Bond to be executed by the President and Vice President of the Issuer, in its name and on behalf of the Issuer, and for the seal of the Issuer, or a facsimile thereof, to be affixed hereto, all as of November 4, 2025.

Lucy Elson, President
Charlie Adams, Vice President

(Seal of the Issuer)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Agreement referred to therein.

Date of Registration and Authentication: NOVEMBER 5, 2025

Jill Dawson, COUNTY ALDERMAN

Registerable and Payable to: The Office of the Auditor, Athens County, Ohio

Water Pollution Control Loan Fund

Exhibit 1

Project Name: US 50 New Interstate Driveway Bankway System
Borrower: Athens County
Loan Number: CS380204015
Address: 15 S. Court Street, Rt 214
City & State: Athens, OH
Zip Code: 45701
Phone: (717) 330-3219
Project Description: The project involves the reconstruction of the base Interstate access system by integrating it with Athens County's centralized system.
Cost Data table with columns: Activities, Eligible, CDBG, Total Project Cost.
WPCLF Loan Information table with columns: Interest Rate, Term in Years, Number of Payments, Participation Rate, Principal Repayment Amount.
Project Schedule table with columns: Application Date, Resolution Date, Performance Certification, Initiation of Question, Date of Initial Payment.
Pledged Revenues table with columns: Revenue Source, General Taxes, Wastewater Service Charge, Other, Total.

W&S - Water Tank Color

Supt Carson brought up the discussion on the Water Tank Color:
Commissioners direction: Lean toward blue, but confirm any cost variance before committing; if cost changes materially, bring back for decision.

Bike Racks - Supt Mike Biggins

Supt Biggins provided the following information:
Bike Racks at Courthouse

Concern raised about bikes being parked in landscaping areas; preference to avoid racks in front of the courthouse to preserve historic appearance (ballot box was previously moved for same reason).

City of Athens has racks at City Hall and plans covered bike parking in the new parking garage nearby; commissioners prefer to wait and assess usage once that is in place.

Proposed "under-roof" locations on county grounds (e.g., near sheriff's office vending machines or replacing the small bench/smoking area) were not favored due to space, use conflicts, and aesthetics.

County currently has three bike racks in storage (basement); no installation now.

Decision: Defer installing any courthouse bike racks; revisit after the city's covered racks are operational to determine need and a suitable, non-intrusive location (likely at the rear if ever installed).

Clerk of Courts/Title - Budget

Candy Russell presented the Clerk of Courts/Title Offices 2026 Budget.

Remove Credit Card User

A motion was made by Mr Adkins and seconded by Mr Chmiel to remove Debbie Quivey as a credit card user.

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

OWDA Payment Request

A motion was made by Mr Adkins and seconded by Mr Chmiel to ratify Commissioner Eliason's Signature on the OWDA payment request # 15 for US 50 New Marshfield Sanitary Sewer.

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

Surplus - Clerk of Courts

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve and declare the following Clerk of Courts Surplus to destroy:

- Description:
- Office Desk
- Office Desk
- Office Chair

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

Auditor - Budget

Auditor Jill Davidson presented the 2026 Auditor Budget.

HAPCAP - Lin Hall Invoice

A motion was made by Mr Adkins and seconded by Mr Chmiel to ratify Commissioner Eliason's Signature on the HAPCAP - Lin Hall Invoice.

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

W&S Tanner Property - Reverse Charges & Refund

A motion was made by Mr Adkins and seconded by Mr Chmiel to ratify Commissioner Eliason's Signature on the Tanner Property reverse charges & refund. See back of page 369 for documents.

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

Surplus - EMS

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve and declare the EMS Surplus to destroy:

Description:	Model #	Serial #
LG TV	42LG50-UG	810RMPG200872

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

Children Services Vehicle Purchase

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve the Children Service Vehicle Purchase pending on checking for state bid pricing.

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

New Marshfield Gravity Sanitary Sewer - Ohio EPA Funding App

A motion was made by Mr Adkins and seconded by Mr Chmiel to ratify Commissioner Eliason's Signature on the New Marshfield Gravity Sanitary Sewer - Ohio EPA Funding App. See document on back of page 369.

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

Surplus - Commissioners

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve and declare the Commissioners Surplus to destroy:

Description:	Model #	Serial #
Canon Powershot	SX110IS	6826028379

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:

JoAnn Rockhold- CCC-EAPA State Street, Columbus Ohio- November 7

Auditor: Leigh-Ann Hatfield; STRS Ohio Workshop, Columbus OH; 11/12/25

Auditor: Lee Raines; Twp/Village Monthly Meetings; 10/1-10/6-10/8-10/9-10/13-10/14-10/15-10/16-10/23-10/25-10/28

Auditor: Janet Harner & Tim Crow; AI Training, The Lodge at Hocking College; 11/5/25

Recorder: Jessica Markins; ORA Winter Conf, Dublin OH; 11/11-11/14/25

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

Recess until 10:00 Thursday, November 6, 2025**Executive Session - DJFS**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to enter into executive session at 10:02 with Dir Jean Demosky, Assist Dir Lisa Radford, & Administrator JoAnn Rockhold to discuss negotiations with union.

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 11:04 and to proceed with "paper layoffs" and to transfer 3 CSEA staff now and 3 more in January.

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

DJFS CARES Building Appraisal

A motion was made by Mr Adkins and seconded by Mr Chmiel to authorize Dir Demosky to obtain an appraisal for the Nelsonville Building (CARES) Property.

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. 25-636
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 # 33B, Co Rd Name: Diamond Brick Rd
Description of Work: Cable
Type of Installation: Underground (buried) Line Parallel to Rd, Fiber Optic Line, Directional Boring Crossing Rd, & Directional Boring Parallel to Rd

Estimated Project Schedule: 11/06/2025 - 04/01/2026

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. 25-637
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 # 37, Co Rd Name: Concord Church Rd
Description of Work: Cable
Type of Installation: Underground (buried) Line Parallel to Rd, Fiber Optic Line, Directional Boring Crossing Rd, & Directional Boring Parallel to Rd

Estimated Project Schedule: 11/2025 - 04/01/2026

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. 25-638
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 # 27, Co Rd Name: Jacksonville Rd
Description of Work: Cable
Type of Installation: Underground (buried) Line Parallel to Rd, Fiber Optic Line, Directional Boring Crossing Rd, & Directional Boring Parallel to Rd

Estimated Project Schedule: 11/19/2025 - 04/01/2026

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. 25-639
From: Columbia Gas of Ohio
290 W Nationwide Blvd
Columbus, OH 43215

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

Location of work: Co Rd Name: Radford Rd
Description of Work: Gas
Type of Installation: Underground (buried) Line Parallel to Rd
Estimated Project Schedule: 10/15/2025 - 10/16/2025
Agreed to by: /s/Jean Hartwell, Columbia Gas of Ohio
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.

W&S Extensions

A motion was made by Mr. Adkins and seconded by Mr. Chmiel authorizing a payment agreement as requested by Rita Howland for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$90.24 with \$90.24 due on 11/19/2025. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

A motion was made by Mr. Adkins and seconded by Mr. Chmiel authorizing a payment agreement as requested by Stacey Valentine for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$206.73 with \$87.60 due on 11/13/25. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

ARC Financial Report # 3

A motion was made by Mr Adkins and seconded by Mr Chmiel to ratify Commissioner Eliason's Signature on the ARC Financial Report # 3. See back of page 371 for documents.

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

ARC Progress Report

A motion was made by Mr Adkins and seconded by Mr Chmiel to ratify Commissioner Eliason's Signature on the ARC Progress Report. See back of page 371 for documents.

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

Thompson Plumbing Inv # 1502 \$24,952.00 to be paid with ARPA Funds

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve the Thompson Plumbing Invoice # 1502 for \$24,952.00 to be paid with ARPA Funds.

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

HAPCAP - New Leaf Neighborhood Facilities Improvement Contract

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve the HAPCAP - New Leaf Neighborhood Facilities Improvement Contract and authorize Commissioner Eliason to sign. Contract available on file in the Commissioners Office.

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

Financial Report #3

Reading
ARC Approval for OH-22038

Reimbursement Amount: \$3.00
 Advance Payment Amount: \$99,997.00
 Total Payment Amount: \$99,997.00
 Project Coordinator Name: Susan Elizabeth
 Address: Susan Elizabeth
 Date of Action:
 Project Description Comments:
 Executive Director Name: Thomas, Mary
 Address:
 Date of Action:
 Executive Director Comments:

Form SF-478

REQUEST FOR ADVANCE OR REIMBURSEMENT

1. TYPE OF ADVANCE REQUESTED: Advance Reimbursement

2. NUMBER OF MONTHS: _____

3. FISCAL YEAR: _____

4. FUNDING SOURCE: _____

5. PROJECT ORIGINATOR: _____

6. PROJECT PERIOD (Start/End): _____

7. PROJECT ORIGINATOR: _____

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99. PROJECT ORIGINATOR: _____

100. PROJECT PERIOD (Start/End): _____

Agency	Amount	Agency	Amount	Agency	Amount	Agency	Amount	Agency	Amount
Agency 1	1000	Agency 2	2000	Agency 3	3000	Agency 4	4000	Agency 5	5000
Agency 6	6000	Agency 7	7000	Agency 8	8000	Agency 9	9000	Agency 10	10000
Agency 11	11000	Agency 12	12000	Agency 13	13000	Agency 14	14000	Agency 15	15000
Agency 16	16000	Agency 17	17000	Agency 18	18000	Agency 19	19000	Agency 20	20000
Agency 21	21000	Agency 22	22000	Agency 23	23000	Agency 24	24000	Agency 25	25000
Agency 26	26000	Agency 27	27000	Agency 28	28000	Agency 29	29000	Agency 30	30000
Agency 31	31000	Agency 32	32000	Agency 33	33000	Agency 34	34000	Agency 35	35000
Agency 36	36000	Agency 37	37000	Agency 38	38000	Agency 39	39000	Agency 40	40000
Agency 41	41000	Agency 42	42000	Agency 43	43000	Agency 44	44000	Agency 45	45000
Agency 46	46000	Agency 47	47000	Agency 48	48000	Agency 49	49000	Agency 50	50000

Progress Report

ARC Approval for OH-22038

Reimbursement Amount: \$0.00
 Advance Payment Amount: \$0.00
 Total Payment Amount: \$0.00
 Project Coordinator Name: Susan Elizabeth
 Project Coordinator Comments:

OH-22038

Form SF-478

1. Agency Name: _____

2. Project Name: _____

3. Project Period (Start/End): _____

4. Reporting Period End Date (Month, Day, Year): _____

5. Project Status: _____

6. Project Period (Start/End): _____

7. Reporting Period End Date (Month, Day, Year): _____

8. Project Status: _____

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95. Project Status: _____

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97. Reporting Period End Date (Month, Day, Year): _____

98. Project Status: _____

99. Project Period (Start/End): _____

100. Reporting Period End Date (Month, Day, Year): _____

Agency	Amount	Agency	Amount	Agency	Amount	Agency	Amount	Agency	Amount
Agency 1	1000	Agency 2	2000	Agency 3	3000	Agency 4	4000	Agency 5	5000
Agency 6	6000	Agency 7	7000	Agency 8	8000	Agency 9	9000	Agency 10	10000
Agency 11	11000	Agency 12	12000	Agency 13	13000	Agency 14	14000	Agency 15	15000
Agency 16	16000	Agency 17	17000	Agency 18	18000	Agency 19	19000	Agency 20	20000
Agency 21	21000	Agency 22	22000	Agency 23	23000	Agency 24	24000	Agency 25	25000
Agency 26	26000	Agency 27	27000	Agency 28	28000	Agency 29	29000	Agency 30	30000
Agency 31	31000	Agency 32	32000	Agency 33	33000	Agency 34	34000	Agency 35	35000
Agency 36	36000	Agency 37	37000	Agency 38	38000	Agency 39	39000	Agency 40	40000
Agency 41	41000	Agency 42	42000	Agency 43	43000	Agency 44	44000	Agency 45	45000
Agency 46	46000	Agency 47	47000	Agency 48	48000	Agency 49	49000	Agency 50	50000

ARC-478

ARC-478

Directory

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve Supt Biggins to take down the directory from outside the CourtHouse.

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

Paint Proposal for CourtHouse

A motion was made by Mr Adkins and seconded by Mr Chmiel to approve the Paint Proposal for the CourtHouse in the amount of \$960.00 for the Prosecutor's hallway and \$1,840.00 for the Third Floor hallway by Advanced Painting.

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

BuckeyeHills - Project Agreement

A motion was made by Mr Adkins and seconded by Mr Chmiel to authorize Commissioner Eliason to sign the BuckeyeHills Project Agreement once it is fixed. See document on back of page 372.

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

Adjourn

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

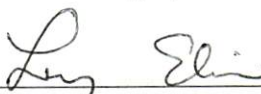
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.



JoAnn Rockhold, Administrator



Alison Pierson, Clerk



Lenny Eliason, President



Charlie Adkins, Vice-President



Chris Chmiel

Project Agreement Between Buckeye Hills Regional Council (BHRC) and the Athens County Commissioners

This Project Agreement ("Agreement") is made and entered into as of October 17, 2025, by and between Buckeye Hills Regional Council ("BHRC"), located at 1400 Pike Street in Marietta, OH 45750, and the Athens County Commissioners ("Recipient"), located at 15 South Court Street, 2nd Floor in Athens, Ohio 45701.

WHEREAS, BHRC has awarded funding to the Recipient to support the implementation of the project titled New Marshfield Unsewered Area ("Project") for the amount \$625,000;

WHEREAS, the Recipient agrees to comply with the terms and conditions outlined in this Agreement to ensure successful completion and compliance with BHRC requirements;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Establishment of a Point of Contact

1.1. The Recipient agrees to designate two contact points: a "Project Manager" and an "Additional Contact." These contacts will be responsible for all communications and coordination with BHRC regarding the Project.

1.2. The Project Manager shall be available to provide timely updates and respond to inquiries from BHRC staff throughout the project's duration.

1.3. The Project Manager and Additional Contact are responsible for the project application in Salesforce and for ensuring its timely completion.

1.4. The contact details of the Project Manager and Additional User, including name, title, email address, and phone number, must be provided to BHRC within ten (10) days of this Agreement's signing.

2. Grant Portal Application Requirements

2.1. The Recipient agrees to provide BHRC with all necessary information required to facilitate the opening of applications in the relevant grant portals.

2.2. This information includes, but is not limited to:

1. UEI
2. EIN
3. Applicant Mailing Address
4. Respondent Name
5. Respondent Email Address
6. Respondent Phone Number
7. Contact Person
8. Contact Person's Email Address
9. Contact Person's Phone Number

2.3. The Recipient shall ensure that all information provided is accurate and complete in a timely manner to avoid any delays in the application process.

2.4. The Recipient shall notify BHRC when the application is complete.

3. Display of BHRC Signage

3.1. The Recipient agrees to prominently display a sign provided by BHRC at the Project site for the duration of the Project's construction phase.

3.2. The sign must be visible to the public and clearly indicate that BHRC supports the Project.

3.3. This sign shall be delivered at a mutually agreeable time within thirty (30) days after a Grant Agreement has been signed.

3.4. The Recipient shall maintain the sign in good condition and ensure it remains visible throughout the Project construction.

4. Project Impact Capture

4.1. Upon delivery of the provided sign, the Recipient agrees to participate in a brief meeting with a BHRC staff member to discuss and document the impact and importance of the Project.

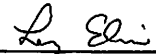
4.2. This meeting shall be scheduled at a mutually agreeable time within thirty (30) days of the delivery of the sign.

4.3. The Recipient agrees to provide any requested information or data that will assist in capturing the full impact of the Project on the community and other relevant stakeholders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



Sam Miller
Development Director
Buckeye Hills Regional Council (BHRC)
Date: 10/29/2025



By: LEAH ELMI
Title: PROJECT
Date: 11/7/25