

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, February 03, 2026 Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes January 27, 2026

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

Fund to Fund: Eng (\$52,335.94) from 491.1300.580102 Bond Transfer to 017.2036.422101 Transfers In

Fund to Fund: Eng \$52,335.94 from 491.1300.580102 Bond Transfer to 017.2017.422101 Transfers In

New Line-Item: Gen Fund 001.1230.521100 Life Insurance

- 9:00 HVAC Pre-Bid
- 9:30 Resolution Controlled Burn - Planner Connor LaVelle
- 9:45 DJFS Dir Jean Demosky - weekly updates
- 10:30 W&S Supt Oscar Carson - weekly updates
- 11:00 SOPEC- Jessica
- 11:30 LUNCH

Agenda Items

- Utility Permits
- Public Defender Addendums
- Common Pleas Transfer
- Stewart Guysville
- United Seniors - board designee
- Guardian Ad Litem Agreements (3)
- Davidson Bush Invoice
- Generator Contracts - BJ's Electric
- APG Invoice \$172.00 HVAC Bid Advertisement to be paid with ARPA
- add- Dan Imhoff - Hocking River
- add- Resolution - Mr. Blackstone
- add- Maintenance Staff

~TRAVEL

Jeff Maiden- 1/30-3/05-4/02-5/07-8/6-9/03-10/01-11/05- CEO Monthly Mtg.- Schrock Rd, Columbus Ohio

COC: Deana Tumblin; OCCA Meeting/BCI Submission, Ohioan Hotel & Event Center; 02/18/26

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 January 27, 2026.

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: Eng (\$52,335.94) from 491.1300.580102 Bond Transfer to 017.2036.422101 Transfers In, Fund to Fund: Eng \$52,335.94 from 491.1300.580102 Bond Transfer to 017.2017.422101 Transfers In, New Line-Item: Gen Fund 001.1230.521100 Life Insurance and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 01/22/2026 To: 01/28/2026, INVOICE TRACKING REPORT - From: 01/27/2026 To: 01/30/2026 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.

HVAC Pre-Bid

1. Purpose & Delivery Method
 - * Pre-bid kickoff for a design-build HVAC replacement at the Courthouse (base bid), with potential annex work as added piping/equipment.
 - * Design-build used to leverage contractor means/methods, labor efficiency, and reduce change-order risk.
2. Scope Highlights
 - * New central equipment and full piping replacement in the Courthouse; added interconnection/piping and any required equipment for the Annex if included.
 - * Work includes tie-ins to existing mains, lateral runs to fan coils/air handlers, anchors/supports, labeling, valve tags, controls integration, and commissioning.
3. Budget & Funding
 - * Estimated budget: \$2.0M (ARPA). Emphasis on avoiding scope "cobbling" at the end; if adjustments are needed, Administrator Rockhold has other potential funding lines to discuss before any cutbacks.
4. Procurement & Schedule
 - * Proposals due: Feb 17, 10:00 AM (opened in a Commissioners' meeting).
 - * Selection criteria: price, schedule, scope/value.
 - * Award target: within 1–2 weeks after opening (pending scope review).
 - * Design/coordination: aim to complete detailed layout by late March.
 - * Construction window: finish main work by late December; substantial completion by Dec 31 to satisfy ARPA; January limited to punch-list/commissioning items only.
5. Operations, Phasing, and Noise
 - * Active, occupied courthouse (courts must run). Expect significant noise during core drilling/cutting/anchoring.
 - * Plan to front-load loud tasks (early mornings) and include premium/after-hours work where daytime disruption is not feasible—especially near/above courtrooms.
 - * County has temporary swing space at the Sheriff's building to relocate select offices if needed.
6. Premium Time & Staffing
 - * Bid docs to explicitly include an allowance for premium time (evenings/weekends/early starts) to avoid later change orders; request guidance on a reasonable percentage (e.g., 10%) and identify zones (e.g., courtrooms).
 - * Contractor noted crew availability constraints on holidays; early starts (e.g., 5:00 AM) may be practical.
7. Fabrication, Lay-down & Access
 - * Desire to prefabricate outside when possible (cutting/grinding) and bring assemblies in to reduce interior noise/time.
 - * Lay-down/storage needed both outside (e.g., back lot with tent/easy-up; courtyard as feasible) and secure inside tool storage to avoid daily mobilization.
 - * Long pipe deliveries may require sectioning; consider Pro-Press/Mega-Press on certain sizes to limit interior welding where appropriate.
8. System Tie-ins & Outages
 - * Typical sequence per device zone: shutdown/drain – cut/weld tee and valve – restore – fabricate run – scheduled final tie-in and replenish—2–3 days/zone.
 - * Some valves don't hold; may need to run new and old systems in parallel briefly to minimize downtime.
9. Controls & Integration
 - * Controls vendor (Rob) will bid HVAC controls and coordinate with the selected mechanical. Strong emphasis that all controls interoperate (avoid past issues with mixed platforms).
10. Security & Coordination
 - * Weekly three-week-lookahead construction meetings with the contractor, Administrator Rockhold, and facilities (Supt. Biggins).
 - * Sheriff's Office (security) to designate a representative (e.g., Cooper or Hawk) for courtroom/security coordination.
11. Bidder Outreach
 - * Palmer will solicit additional mechanical bidders; names mentioned include Stockmeister, Geiger Brothers, Lanning Mechanical; Donovan Lent (mechanical) expected to participate. County to share Responsible Contractor Criteria with all bidders and push the opportunity through regional contractor networks.
12. Risk & Change Management
 - * Designer (Eric Booher) and Commissioners prefer to solve constraints now (e.g., premium time, lay-down, sequencing) to avoid change orders later. If budget pressure arises, the Commissioners will discuss reallocation options before scope reductions.

Resolution Controlled Burn - Planner Connor LaVelle

Riparian Conservation Easement – Prescribed Burn Authorization

- * Background: Rural Action requested permission to conduct a prescribed burn within the County's conservation easement along the Hocking River (easement held by the County; land is privately owned). Purpose is to prepare the site for native riparian vegetation and tree re-establishment following prior clear-cutting. Work is funded through an external state program (H2Ohio or similar); no County funds required.
- * Due diligence: Contractor's insurance and qualifications were provided to the Board (distributed yesterday).
- * Public communication/coordination:
 - * County will coordinate public notice (EMA/911 social media) explaining that the burn is planned, professional, and permitted.
 - * Consider yard signage at the site (similar to Wayne NF practice) listing dates/times.
 - * Planner LaVelle will confirm coordination with the local fire department and appropriate authorities before the burn.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Resolution authorizing Rural Action/Contractor to conduct the prescribed burn in the easement area:

WHEREAS, The Athens County Board of Commissioners has been granted a 42.427 acre Conservation Easement by the property owner, EJB Enterprises LLC, for property located within Athens and Dover Townships, recorded in the Athens County Recorder's Office in official record, Volume 629, Page 2600; and

WHEREAS, the property owner, EJB Enterprises LLC, in coordination with Rural Action, Inc. and Paradise Ecological Services, have expressed a desire to administer a prescribed burn to a portion of the 42.427 acre Conservation Easement property to remove invasive species and prepare the land for seeding and planting of riparian vegetation; and,

WHEREAS, no trees, ground cover, or other vegetation shall be cut or removed from the Easement Area unless approved in writing by the Board in accordance with Section 1(J) of the abovementioned Conservation Easement; and

WHEREAS, the prescribed burn will be performed by qualified professionals, with proof of liability insurance having been provided to the Athens County Board of Commissioners, and a Special Flood Hazard Development Permit Application having been submitted to the Athens County Planning Office for the project;

NOW, THEREFORE, BE IT RESOLVED by the Athens County Board of Commissioners, that the Board hereby grants their permission to EJB Enterprises, LLC, Rural Action, Inc., and Paradise Ecological Services, together with their agents and subcontractors, to perform the abovementioned prescribed burn within the Conservation Easement area to create an environment more suitable for seeding and planting of riparian vegetation.

Signed this 3rd day of February 2026

/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.

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:

Dan Imhoff - Hocking River

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

Dan Imhoff - Hocking River

Hocking River—Water Quality & Outreach (Guest: Dan, Hocking River Commission/retired Ohio EPA)

- * Appreciation & access: Dan thanked the County for the Guysville stream access; noted frequent public use and cooperation with the Plains WWTP for site cleanups after high-water events.
- * Water quality status: Ohio EPA is the lead agency for monitoring; a recent survey (2024) indicated improving aquatic life metrics but elevated bacteria levels remain a concern (sources may include failing home sewage systems and livestock access).
- * Next steps on testing:
 - * Planner LaVelle to contact Ohio EPA to learn the current monitoring schedule for the Hocking River in Athens County.
 - * Based on EPA's response, staff will draft a Board letter requesting additional/continued sampling (to support recreation and safety), for Board review/approval.
- * Sewer initiative: Board noted ongoing planning toward a new sewer system serving areas from Canaanville to Stewart to reduce direct discharges into the river.
- * Public education concepts:
 - * Pursue interpretive signage along the bike path highlighting river ecology (potential funding via Ohio Environmental Education Fund with minimal match).
 - * Explore a guided kayak/canoe trip with Dan to promote awareness (photos and outreach).

DJFS Dir Jean Demosky - Weekly Updates

Dir Demosky provided the following DJFS Weekly Updates:

1. Program updates
 - * Intelligent Document Processing (IDP): Agency will pilot an AI tool this month that converts handwritten applications into text to reduce application-processing time. Demos are scheduled; accuracy and workflow impact will be evaluated during rollout.
2. Medicaid fleet / transportation
 - * Medicaid-only vehicles: Medicaid program staff indicated purchase/lease of Medicaid-only vehicles is allowable; State Auditor's side has raised approval concerns.
 - * Directors Association escalation: The agency has engaged the Directors Association's Medicaid expert to help reconcile Medicaid guidance with Auditor expectations; potential next step is facilitating discussion between JFS Director Dan Schroeder and Auditor of State Keith Faber.
 - * Leasing option research: Three vendors being explored (two met; one pending). Leasing programs could centralize PM scheduling, fuel/payment tracking, and invoice aggregation—providing monthly, Medicaid-ready documentation and reducing internal administrative burden. Some vendors are already used elsewhere in the county; procurement steps will follow county policy.
3. Back to School Bash
 - * Agency remains committed to holding the event (vendor fair on the Nelsonville square at no county cost).
 - * Due to fiscal uncertainty (see below), prior idea to earmark \$40,000 in TANF funds is on hold. Historically: \$100,000 TANF served 1,000 students (\$100 each) plus \$30,000 for non-TANF students.
 - * Community Cares funds and new fundraising will still support non-TANF students. Commissioner Adkins asked if the money had been moved to a previously discussed foundation administration route and Dir Demosky stated it has not advanced; even if used, funds would still be JFS's, with the foundation providing administration only.
4. Fiscal status & guidance requested
 - * Repayment figure/timeline: No firm number or repayment schedule has been provided by the state. One meeting referenced \$2.5M; a subsequent email implies the amount may be substantially higher due to drawdown adjustments, including an \$800k component.
 - * Year-end balancing direction changed: Per state guidance, FY 2026 balancing that had been prepared (with consultation from another county) must be reworked to balance back to FY 2025 instead. This shift was acknowledged by state staff as a guidance change and will negatively affect 2026 while helping 2025.
 - * Commissioner direction: Commissioner Eliason asked that Commissioner Chmiel contact the state (contact: Sabrina) provide a clear timeline and final number immediately; "do not draw until further notice" is not acceptable without an operating plan. Staff liaison will press for: (1) firm repayment amount, (2) repayment period/terms, and (3) when normal draws may resume.
 - * Long-term impact noted: Members emphasized potential 10-year consequences and insisted on a transparent plan to "dig out of the hole" once numbers are finalized.
5. Internal coordination & meetings
 - * Some staff are uncomfortable with one-on-one commissioner meetings given the evolving guidance; preference is for meetings with another manager present. Commissioner Chmiel requested meetings with Lisa Radford and Angela Hayes; attendance by Dir Demosky is welcomed.

6. Potential personnel actions

* Due to the unresolved fiscal picture, layoffs/job abolishments were discussed conceptually. Commissioner Chmiel requested not to proceed further in public until the state provides final figures and a repayment plan. Commissioner Chmiel is concerned and wants this to be completely transparent and in the open. He doesn't want any behind the scenes things going on right now because he doesn't feel the agency has a good understand currently of the financial situation and any solution to this problem. The commissioners want Sabrina to come down and meet with them to get a better understanding of the financial problem.

* Commissioner Chmiel stated that this is not going to affect short-term, this is a long-term impact on Athens County and Job & Family Services. Commissioner Chmiel is not willing to discuss any of this stuff until the commissioners have some sort of agency projection. We're talking about a 10-year payback period. what's the plan? How is this going to get solved? We're going to have to get some kind of guidance from the state. Let's make some assumptions. Let's make an assumption that it's \$2.5 million, plus another \$800,000. So you're looking at \$3.2 million. What's your plan to how to dig out of that hole? You know, that's what I want to know. That's what I want to talk to Angela about. So you're welcome to come to the meeting, but I don't think this agency has the capacity at this point. This is going to affect Athens County. This is not a great situation. So I'm not talking about any more layoffs.

7. Workforce & SNAP Update

* New grant award: The agency received confirmation from GRIT of a \$375,000 award dedicated to Work Activities. Funds will support upskilling initiatives and compliance with federal/state work requirements.

* Target population (SNAP): Preliminary analysis identifies 309 SNAP recipients newly subject to work requirements under recent policy changes. A fuller briefing on the rule changes and operational impacts will be presented next week after staff complete detailed analysis.

* Program approach (upskilling & compliance):

- * Leverage GRIT funds to offer micro-credentials aligned to job readiness and employer demand.
- * Focus areas include Microsoft Office Suite (Word, Excel, PowerPoint) and emerging tools (Copilot) with verifiable module completions and certificates.
- * Delivery through OhioMeansJobs (OMJ) in-person sessions and remote/self-paced modules with verification to document participation for work-activity hours.

* Coordination plan:

- * Integrate micro-credentials with new SNAP work-requirement pathways to ensure hours count toward compliance.
- * Establish intake/assignment workflows so participants can enroll quickly, track progress, and produce acceptable documentation for case files.

Executive Session - DJFS

A motion was made by Mr. Adkins and seconded by Mr. Eliason to enter into executive session at 9:59 with Dir Jean Demosky and Assist Dir Lisa Radford to discuss employment of public employees at DJFS. Commissioner Chmiel stepped out for the executive session.

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

Regular Session

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to return to regular session at 10:09.

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

DJFS Contract - DR IVD

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the DJFS Original Contract with Athens County Common Pleas Court, Domestic Relations Division:

Name of Organization	Athens County Common Pleas Court, Domestic Relations Division
Total \$ Value	\$292,286.60
Contract Period	01/01/2026 - 12/31/2026
Program Accts & Codes to be charged	251/510052 Administrative Cost Pool, CSEA
Billing Procedure	Submits monthly billing for 100% of the contract unit rate & the CSEA reimburses at 66%

Full Contract 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.

DJFS - New Hire

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to authorize Dir Jean Demosky to hire a Social Service Aide 2 within the agency:

Richard Shreves with a pay rate of \$21.79/hr. and recommended start date of February 16, 2026.

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 - Weekly Updates

Supt. Carson provided the following W&S Weekly Updates:

1. #911 "Match list" postcards: Kelly authorized to mail postcards once confirmed.
2. Property/tap letters (re: Bridget case): Commissioners requested edits—remove "structure on property" tap requirement language (not supported by policy/ORC), add a signer acknowledgment of costs; Commissioner Eliason sent comments.
 - * Health Dept follow-up: Supt. Carson will ask Health Dept whether an unused septic tank must be collapsed if a house is torn down.
3. OWDA/DLZ financing: Board approved proceeding with the design/loan approach; payments to be semiannual. Staff to confirm exact first year and number of payments with DLZ Gary Silcott/W&S Office Manager Stephanie Morris.
4. Force main conflict: TC Energy right-of-way clashes with New Marshfield force main route; request to shift to opposite side of road—awaiting DLZ Gary Silcott's guidance.
5. Water system issues:
 - * Rolling Hills (LeAx) likely leak; county notified and on site.
 - * The Plains: Unexplained usage up 2–3 million gallons/month; no visible breaks despite cold-weather checks; likely multiple service-line leaks (possibly under SR-682). Estimated extra cost \$15k/month; search continues.

Stewart-Guysville Sewer - DLZ

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve proceeding with design/loan for Stewart/Guysville Sewer. See document on back of page 41.

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. 26-659
 From: Frontier North Inc
 222 E Main St
 Plain City, OH 43064

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

Location of work: Co Rd # 17, Co Rd Name: Fisher Rd
 Description of Work: Cable
 Type of Installation: Overhead Line Parallel to Rd, Overhead Line Crossing Rd, & Fiber Optic Line
 Estimated Project Schedule: 01/06/2026 - 01/06/2027

Agreed to by: /s/Amy L. Roth, Frontier North Inc

Athens County Commissioners

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

/s/Jeff Maiden, Athens County Engineer

Permit No. 26-660
 From: AEP
 700 Morrison Rd
 Gahanna, OH 43230

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

Location of work: Co Rd # 70, Co Rd Name: Meadowbrook Rd
 Description of Work: Electric
 Type of Installation: Overhead Line Crossing Rd
 Estimated Project Schedule: 01/19/2026 - 06/19/2026

Agreed to by: /s/Chris Postle & Michelle Provandie, AEP



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

January 22, 2016

Athens County Commissioners
15 S. Court Street
Athens, OH 45701

RE: Athens County Stewart Guysville Sanitary Sewer Design

Dear Commissioners

DLZ Ohio, Inc. (DLZ) is pleased to submit this fee proposal for the above referenced project. DLZ's understanding of the Scope of Work is as follows:

SCOPE OF WORK

DLZ will provide design and engineering for the Stewart Guysville Sanitary Sewer Project, including construction plans, details and general notes for gravity sewer, force main and appurtenances as outlined in the PER, prepare bidding documents and prepare for and submit the CEPA PTI. DLZ will also design an Orenco Sand Bioreactor for comparison of regional connection if it determined to be feasible. The scope will also include 20 soil borings along the proposed sewer alignment.

SCHEDULE

The project schedule is anticipated to take 12 months to reach substantial completion with another month for final completion. The total duration of the services is anticipated to be 13 months.

ASSUMPTIONS

1. Client will provide existing files and any related info upon DLZ's request.
2. Client will provide access to existing facilities for onsite evaluation by DLZ as necessary.
3. Client will pay any required permit fees for the project.
4. Contract Administration and Construction Observation will be contracted separately after funding is secured for construction and bidding is complete.

FEE, SCHEDULE, STANDARD TERMS AND CONDITIONS

DLZ will provide the services outlined herein for a lump sum fee not to exceed **Three Hundred Twenty-Five Thousand and No/100 dollars (\$325,000.00)** and upon receiving a written "Notice to Proceed" in the form of a purchase order referencing this proposal or this proposal agreement signed by an authorized individual from the Athens County Commissioners which subsequently can be faxed, emailed or mailed to our office. The Standard Terms and Conditions enclosed in "Exhibit A" are incorporated here into and made a part of this proposal. The Client referred to in the Standard Terms and Conditions means Athens County Commissioners.

CLOSING

We appreciate and welcome the opportunity to further support the Commissioners with the completion of this project. Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,

DLZ OHIO, INC

Gary D. Silcott Jr., P.E.
Vice President

AGREED AND ACCEPTED ATHENS COUNTY COMMISSIONERS

Lenny Eliason
President

CC: File 2428-45

10000 Eastman Square Dayton, OH 45424 | OFFICE 937.233.2000 | DLZ.ORG WWW.DLZ.COM

Alexander, Baltimore, Chicago, Cincinnati, Columbus, Dayton, Fort Worth, Houston, Indianapolis, Kansas City, Louisville, Miami, Minneapolis, New York, Phoenix, San Diego, San Francisco, Seattle, Tampa, Washington, DC, Wichita, Kansas, Omaha, Nebraska, Oklahoma City, Portland, Reno, Salt Lake City, St. Louis, St. Paul, Toledo, Wichita, Kansas

EXHIBIT I.A.1

DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice and in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at one percent (1%) per month after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
2. **CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedules or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with and keep CLIENT informed of the general progress and quality of the contractor's work and not to require DLZ to perform exhaustive inspections of contractor work for compliance with the construction contract documents, which shall remain solely contractor's responsibility.
3. **CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
4. **SURVEY STAFFING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
5. **MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soil engineering, soils finding, aerial photography, permits, right-of-entry, bond premiums, title company charges, labor and reproduction costs, and all other third-party fees and charges.
6. **CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement to the extent DLZ begins performance of the revised scope.
7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees and to perform its services in a safe manner. DLZ is not responsible for project safety other than with respect to its own services.
8. **REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or approval by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
9. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over the competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
10. **INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate, Automobile Liability- \$1,000,000 combined single limit, Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employee liability; and Professional Liability- \$2,000,000 per claim and in the aggregate; Cyber Liability- \$1,000,000 per occurrence. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage which will be primary.
11. **INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the extent caused by the negligent acts or omissions of the indemnifying party or its employees.
12. **CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential special, incidental, indirect, liquidated or punitive damages.
13. **LIABILITY:** No employee of DLZ or of its parent, subsidiary or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation provided by DLZ under this agreement.
14. **DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
15. **STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Services under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
16. **DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
17. **SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or conformance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or processes.
18. **ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
19. **STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

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.

Public Defender Addendums

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Public Defender Addendums Agreements; invoices to be issued.

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

Common Pleas Transfer

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Common Pleas Request for \$10,225.60 to be transferred into the Common Pleas Court transcript line item 001.1452.530230.

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

United Seniors - Board Designee

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to appoint Amy Lipka as Commissioner designee when primary member is unavailable. See document on back of page 42.

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

Guardian Ad Litem Agreements

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to authorize Commissioner Eliason to sign the Guardian Ad Litem Agreements as presented. See documents on back of page 43.

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

Davidson Bush Invoice

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Davidson Bush Invoice for \$43,000.00 to purchase (2) Lochinvar Heat Exchangers.

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

Generator Contracts - BJ's Electric

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Generator Contracts with BJ's Electric for the following areas:

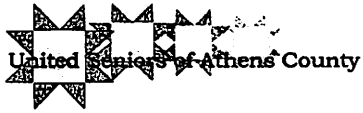
- EMS Station #51 - Athens
- EMS Station #52 - Coolville
- EMS Station #53 - Glouster
- EMS Station #54 - Nelsonville
- EMS Station #55 - Albany
- Records Center - Glouster
- Courthouse
- Animal Shelter

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

APG Invoice \$172.00 HVAC Bid Advertisement to be paid with ARPA Funds

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the APG Invoice \$172.00 HVAC Bid Advertisement 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.



**APPOINTMENT AND ACCEPTANCE OF UNITED SENIORS OF ATHENS COUNTY
(USAC) BOARD OF TRUSTEES MEMBER DESIGNEE**

I, (NAME OF BOARD MEMBER)

having been nominated for and accepting a position as a USAC Board of Trustees member on
(DATE OF APPOINTMENT AND ACCEPTANCE)

and acknowledging my understanding of the rights and responsibilities of a Board member
contained in the *Code of Regulations and By-laws of United Seniors of Athens County, Inc.,
Article III*, do hereby designate (NAME OF DESIGNEE) as my duly authorized designee in
accordance with *Article III, Section 4 of the Code of Regulations and By-Laws*.

In the case of my absence for a Board or Committee meeting, the designee shall have my full
representation authority and voting rights as a Board member and is authorized to be my
representative, speak on my behalf, and vote on matters pertaining to operations and programing
of USAC.

Chris Chappel (DATE)
Signature

I, (DESIGNEE),

acknowledge and accept my appointment and responsibilities as a voting member of the USAC
Board of Trustees in the absence of (NAME OF BOARD MEMBER) with the full
acknowledgement and understanding of the rights and responsibilities of Board membership.

Angie E. High 1/29/10 (DATE)
Signature

Cc: Executive Director

Travel

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

Jeff Maiden- 1/30-3/05-4/02-5/07-8/6-9/03-10/01-11/05- CEO Monthly Mtg.- Schrock Rd, Columbus Ohio
COC: Deana Tumblin; OCCA Meeting/BCI Submission, Ohioan Hotel & Event Center; 02/18/26

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:

Resolution
Maintenance Staff

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

Resolution

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the following Resolution:
Resolution Honoring Christopher Blackstone

Whereas, on the morning of January 28, 2026, during extremely dangerous weather conditions with temperatures at two degrees below zero, Mr. Christopher Blackstone heard a resident crying out for help; and
Whereas, Mr. Blackstone, an employee of Little Italy Pizza in Nelsonville, Ohio, responded without hesitation to the calls for assistance; and
Whereas, Mr. Blackstone assisted Mr. Metcalf, with the help of Mr. Campbell, ensuring he was safely brought into a warm residence, potentially preventing serious injury or loss of life;
Now, therefore, be it resolved that Christopher Blackstone is hereby recognized and commended for his quick thinking, compassion, and selfless actions, which exemplify outstanding community service and concern for the safety and well-being of other.

Signed this 3rd day of February 2026

/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.

Maintenance Staff

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to Maintenance Staff pay during closures/delays: approved time-and-a-half for maintenance staff working during county delays/shutdowns; effective January 1 of this year (to capture recent events) and to be incorporated into personnel policy.

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

SOPEC - Jessica

Presenter: Jessica Armour (Regional Director, SOPEC).


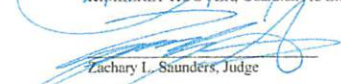
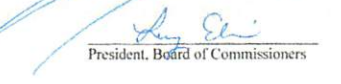
Member Savings: Since 2021, Athens County (unincorporated) has realized \$175,000 in electric aggregation savings. SOPEC is compiling longer-range totals by program (P3 vs. standard aggregation).

Market Outlook: PJM capacity pressures likely drive 10–15% increases in delivery/transmission components. SOPEC expects Athens County's P3 renewal pricing to land on the lower end of that range; Matt Roberts will monitor and time purchases.

GUARDIAN AD LITEM AGREEMENT

KIMBERLY HOOVER, hereby agrees to accept appointments by the Athens County Common Pleas Court, Juvenile Division, to serve as a Guardian Ad Litem for the court when available to do so.

The Athens County Board of Commissioners hereby agrees to extend the General Liability and Public Officials Liability coverage provided by CORSA to Athens County to cover KIMBERLY HOOVER while performing services for, and while acting within the scope of authority granted by the Athens County Common Pleas Court, Juvenile Division.


KIMBERLY HOOVER, Guardian Ad Litem

Zachary L. Saunders, Judge

President, Board of Commissioners

GUARDIAN AD LITEM AGREEMENT

RUTH RUSSELL, hereby agrees to accept appointments by the Athens County Common Pleas Court, Juvenile Division, to serve as a Guardian Ad Litem for the court when available to do so.

The Athens County Board of Commissioners hereby agrees to extend the General Liability and Public Officials Liability coverage provided by CORSA to Athens County to cover RUTH RUSSELL while performing services for, and while acting within the scope of authority granted by the Athens County Common Pleas Court, Juvenile Division.


RUTH RUSSELL, Guardian Ad Litem


Zachary L. Saunders, Judge


President, Board of Commissioners

GUARDIAN AD LITEM AGREEMENT

AUDRA GUTHRIE, hereby agrees to accept appointments by the Athens County Common Pleas Court, Juvenile Division, to serve as a Guardian Ad Litem for the court when available to do so.

The Athens County Board of Commissioners hereby agrees to extend the General Liability and Public Officials Liability coverage provided by CORSA to Athens County to cover AUDRA GUTHRIE while performing services for, and while acting within the scope of authority granted by the Athens County Common Pleas Court, Juvenile Division.


AUDRA GUTHRIE, Guardian Ad Litem

Zachary L. Saunders, Judge

President, Board of Commissioners

Solar Project Options (SOPEC Capital):

- * Piloting a PPA model (example: Racine Firehouse, 36 kW covering 100% usage; expansion possible).
- * Structures: County may co-invest or proceed with no up-front capital (SOPEC invests/regional grant; costs recovered via power bills). Ownership after payback can be county or SOPEC; SOPEC to handle O&M/warranty coordination (25 years).
- * Candidate sites (Athens County): Priority Water/Wastewater (The Plains)—largest electricity user; Dog Shelter (strong south-facing roof). Ground mount likely at Water/Wastewater; floating solar not applicable (no open raw-water reservoir).
- * Next steps: SOPEC to review annual bills, roof orientation/space, and produce size/pricing; project to go RFP. Contacts: Oscar Carson (W&S Supt.) and Stephanie Morris (Office Manager).
- * SOPEC scheduling bimonthly coordination meetings (Planner LaVelle lead; Commissioner Chmiel included); others may join by request.

Aggregation "Carbon Fee" (P3):

- * County imposed \$0.002/kWh self-fee previously; funds currently held by SOPEC.
- * Motion passed: Discontinue the carbon fee on County P3 accounts going forward.
- * Funds on hand: SOPEC to remit \$15,000 already requested for 911/EMA (to offset solar costs fronted by 911/EMA) following the Feb 17 SOPEC Board meeting; County requests transfer of the remaining balance thereafter.

Discontinue Carbon Fee

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to discontinue the Carbon Fee on County P3 accounts (future bills).

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

Budget Discussion

1. Medical/Life Insurance Accounting:

- * Discovered inconsistencies (e.g., HVCRC employee erroneously charged; correction/credit pending).
- * Proposal approved in concept: centralize life/medical insurance budgeting back into a single county insurance line (remove from individual departments) to eliminate guesswork and align with actuals. Historic GF health spend: \$2.8M (2024); \$2.9M (2025); renewal increase 4.4%.
- * Veterans Office: new line was added to true-up life insurance; will be consolidated under the central line with all others.

2. Revenue Adjustment: Sheriff to recognize +\$150,000 in Maximus cost-allocation revenue (Budget Commission to certify next week).

3. Dental/Vision Consolidation:

- * Aim to move County dental/vision to CEBCO (e.g., Delta Dental/VSP) at June renewal; request for prior-year utilization data to Snyder Fuller (Steve Coolidge) is being sent; goal is more coverage for less and common renewal timing.

4. Department Grant Coverage Review:

- * Schedule elected officials/department heads whose grants fund wages/insurance to ensure insurance is properly charged to grants (avoid GF picking up costs). Juvenile/Probate likely covered; comprehensive review underway.

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:

NFP - Hire

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

NFP

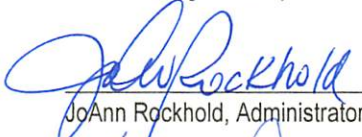
A motion was made by Mr. Adkins and seconded by Mr. Chmiel to hire Dave (NFP) as benefits broker paid from the Employee Trust Fund to lead health benefits strategy and convene an ongoing stakeholders committee.

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.



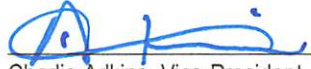
JoAnn Rockhold, Administrator



Alison Pierson, Clerk



Lenny Eliason, President



Charlie Adkins, Vice-President



Chris Chmiel