

JUNE 26, 2025

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Leslie Henry. Roll Call: President Leslie Henry, present; Vice President Q. Jay Stapleton, present; Commissioner Jeremy Kroll, present.

The President entertained a motion for approval of the June 17, 2025 minutes. Q. Jay Stapleton made and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

2025 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total in Foster
6/22	6	0	0	0	17	0	0	0	0	22	0	0	0	13

CLERK OF COURTS – OVB CARD

Anita Moore, Clerk Of Courts submitted a letter to be signed by the Commission that would go to OVB, allowing Madelynn Wilson (bookkeeper & Deputy Clerk) to be added as an allowable signature to the account. Jeremy Kroll moved for the Commission to sign the document and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

DJFS/PROSECUTOR - TITLE IV-E - AGREEMENT

Prosecutor Jason Holdren submitted the following agreement for approval. President entertained the motion to sign the agreement as recommended. Jeremy Kroll made and Q. Jay Stapleton seconded the motion. Roll calls: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**AGREEMENT BETWEEN
GALLIA COUNTY BOARD OF COMMISSIONERS THROUGH ITS AGENT
GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE PROSECUTING ATTORNEY OF GALLIA COUNTY
Contract G-SFY26-0003**

**I.
PURPOSE**

This Agreement is entered into by the Gallia County Board of County Commissioners through its agent, Gallia County Department of Job and Family Services Children Services Division (hereinafter "GCDJFS' PCSA") and the County Prosecuting Attorney (hereinafter "Prosecutor" OR "County Prosecutor"), for the purpose of defining the relationship and responsibilities between the parties for the Prosecuting Attorney activities which contribute to the proper and efficient administration of the Title IV-E of the Social Security Act (hereinafter "Title IV-E" or "IV-E"), 42 U.S.C.A. 670 et. seq. for the GCDJFS' Public Children Services Agency (PCSA).

**II.
RESPONSIBILITIES OF THE GCDJFS' PCSA**

Under this Agreement, the GCDJFS' PCSA will seek from the Federal government available federal financial participation (hereinafter "FFP"), on behalf of the Prosecutor, for the exercise of the Prosecutor's administrative functions specified in this Agreement, and as may be allowable under 45 CFS 1356 (C)(2). To the extent such claims are allowed by the Federal government and FFP is awarded for such, the GCDJFS' PCSA will distribute to the Prosecutor the FFP awarded and received by the GCDJFS' PCSA.

**III.
RESPONSIBILITIES OF THE PROSECUTOR**

A. Role of the Prosecutor

Under this agreement, the GCDJFS' PCSA recognizes the Prosecutor as a unit of local government which performs activities which contribute to the proper and efficient administration of Title IV-E within the State of Ohio and within the County.

In this capacity, the Prosecutor will exercise the authority granted it under Chapter 309 of the Revised Code to serve as legal counsel for the GCDJFS' PCSA in matters related to the adjudication and disposition of children within the jurisdiction of Chapter 2151 of the Revised Code, and to perform such other duties that may be required of it by the operation of Title IV-E.

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B. Allowable Functions

Under this Agreement, the Prosecutor may seek reimbursement for its costs related to legal counsel for the GCDJFS's PCSA, the county agency empowered, pursuant to Chapter 5153 of the Revised Code, to perform the child welfare function. Functions which may be claimed for reimbursement include representing the child welfare agency in all court proceedings, preparation, including necessary legal research, for representational role, the preparation, including necessary legal research, of the pleadings, briefs, and other legal documents for court proceedings involving the GCDJFS's PCSA, and attendance at organized and formal training activities the purpose of which is to improve the capacity of attendees to provide legal services to the GCDJFS's PCSA.

C. Non-allowable Functions

Under this Agreement, the Prosecutor may not seek reimbursement for any of the following activities:

1. All matters related to the adjudication and disposition of juvenile traffic offenders;
2. All matters related to the criminal prosecution of any child or adult;
3. All matters related to the determination of paternity of any child pursuant to Section 3111.01 to 3111.19 of the Revised Code;
4. All matters related to the Uniform Reciprocal Enforcement of Support Act as codified in Chapter 3115. of the Revised Code;
5. Matters for which the County Prosecutor already receives reimbursement from ODJFS or any other State agency;

D. Description of Costs Which May be Claimed

Under this Agreement, the Prosecutor may seek reimbursement for any of the following costs incurred in the performance of the activities stated in Paragraph (B), above:

1. Actual wages, fringe benefits, travel and per diem of staff engaged in performing such activities;
2. Fees, travel and per diem paid to outside counsel performing such activities;
3. Fees, travel and per diem paid to investigators, consultants, or expert witnesses;
4. Actual wages, fringe benefits, travel, per diem, tuition or registration fees for staff attending organized and formal training activities the purpose of which is to improve the capacity of attendees to provide competent protective services to the GCDJFS' PCSA;
5. Telephone, postage costs and duplication or printing separately metered or otherwise discretely identified as supporting such activities;
6. Equipment and consumable supplies for staff solely and exclusively assigned to performing such activities; and
7. Books, journals, newsletters, research services and aids.

The Prosecutor shall be responsible for the identification and assignment of costs to the activities enumerated in this Article. Such costs shall represent actual costs paid by the Prosecutor by funds appropriated to it or otherwise used to support the operation of the Prosecutor. The Prosecutor agrees to devise and implement accounting practices and procedures which allow for auditing of such costs, which conform to generally recognized accounting principles, and which treat both costs and activities consistently. The Prosecutor further agrees to conform such accounting practices and procedures to the standards denoted in OMB 2 CFR, "Cost Principles for State, Local and Indian Tribal Government," and to specifically conform the documentation of time and cost for salary and wages to the requirements noted in Attachment B, Provision 11.h. The Prosecutor further understands that all costs claimed will be subject to the requirements promulgated at 45 CFR 1356.60.

The Prosecutor may not claim costs for reimbursement which have been paid with federal funds. Upon receipt of such reimbursement from the GCDJFS' PCSA, the Prosecutor may not claim any unreimbursed portion of such costs for further reimbursement from the GCDJFS' PCSA or any other federal resource.

E. Use of Funds Received

The Prosecutor agrees to use any FFP provided by this Agreement to improve services provided the GCDJFS' PCSA and to coordinate such service improvements with the GCDJFS' PCSA.

**IV.
COMPENSATION**

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The GCDJFS' PCSA agrees to reimburse the Prosecutor the applicable level FFP earned for the costs reported by the Prosecutor, to the extent FFP has been received from the Federal government, for such costs. All reimbursements shall SOLELY consist of available FFP payable at the applicable federal matching rate for allowable Title IV-E administrative costs. As this rate fluctuates, any reimbursement disbursed by the GCDJFS' PCSA to the Prosecutor must be reconciled to adjust for finalization of FFP. Reconciliation will occur quarterly to adjust for payments made in the prior quarter. In the event that disbursement from the GCDJFS' PCSA to the Prosecutor is, upon reconciliation with actual FFP received, determined to have been underpaid, the GCDJFS' PCSA shall be responsible for disbursing the difference to the Prosecutor. In the event that disbursement from the GCDJFS' PCSA to the Prosecutor is, upon reconciliation with actual FFP received, determined to have been overpaid, the Prosecutor shall be responsible for repaying the overage to the GCDJFS' PCSA. Final reconciliation may result in the need to process an under/overpayment. The below payment calculation was based on 80% average for the purpose of estimating subgrant cost.

	Amount	Source
Non-Federal Share (estimated)	\$101,677.56	Local Sources
FFP Reimbursement (estimated)	\$264,807.32	
Total IV-E Contract Cost	\$366,484.88	

Payment of any FFP under this Agreement is further contingent upon any necessary Federal approval of the State's Title IV-E Program Plan and Title IV-E Cost Allocation Plan as they may be amended to seek FFP for costs associated with activities performed under this Agreement. The GCDJFS' PCSA will use its best efforts to secure such FFP as is allowable under this Agreement, but makes no warranty, express or implied, as to the ultimate success of those efforts.

If the Ohio General Assembly, the Federal government, or any other source at any time disapproves or ceases to continue funding the GCDJFS' PCSA for payments due hereunder, this agreement is terminated as of the date funding expires without prior notice of further obligation of the GCDJFS' PCSA.

V. EFFECTIVE DATE

This Agreement will become effective July 1, 2024 through June 30, 2026 and will remain in effect until such time as the agreement is terminated, subject to the provisions contained in the agreement.

VI. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS

The parties agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement.

VII. RECORDS RETENTION AND AUDIT EXCEPTIONS

A. All records relating to the costs and supporting documentation for invoices submitted to the GCDJFS' PCSA by the Prosecutor shall be retained and made available for audit by the State of Ohio (including, but not limited to ODJFS, the Auditor of State, Inspector General or duly authorized law enforcement officials) and an audit is initiated during this time period, the Prosecutor shall retain such records until the audit is concluded and all issues resolved.

B. The GCDJFS' PCSA shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this Agreement as it pertains to state or federal funding of the Agreement. The GCDJFS' PCSA shall timely notify the Prosecutor of any adverse findings which allegedly are the fault of the Prosecutor. Upon receipt of notification from the GCDJFS' PCSA, the Prosecutor shall cooperate fully with the GCDJFS' PCSA, and timely prepare and send to the GCDJFS' PCSA, its written response to the audit exception. Failure of the Prosecutor to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.

The Prosecutor shall be liable for any audit exceptions that result solely from its acts or omissions in the performance of this Agreement. The GCDJFS' PCSA shall be liable for any audit exceptions that result solely from its acts or omissions in the performance of this Agreement. In the event that an audit exception results from acts or omissions of both GCDJFS' PCSA and the Prosecutor, then the financial liability for the audit exception shall be shared by the parties in proportion to their relevant fault.

C. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

VIII. ENTIRETY OF AGREEMENT

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All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.

s/Dana Glasburn
Gallia CDJFS Director

6/26/2025
Date

s/Jason Holdren
Gallia County Prosecutor

6/24/2025
Date

s/Leslie Henry
Gallia County Board of Commissioners
Commissioner

6/26/2025
Date

s/Q. Jay Stapleton
Gallia County Board of Commissioners
Commissioner

6/26/2025
Date

s/Jeremy Kroll
Gallia County Board of Commissioners
Commissioner

6/26/2025
Date

Reviewed by:

s/Jason Holdren
Gallia County Prosecuting Attorney

6/24/2025
Date

VETERANS – MEMORIAL DAY EXPENSE

Commissioners received the following request for funds to defray the Memorial Day expenses for 2025 in the amount of \$388.52: Vietnam Veterans of America Chapter 709. The President entertained a motion to approve as submitted. Jeremy Kroll made and Q. Jay Stapleton seconded the motion. Roll calls: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

JAIL PROJECT – PAYMENT RESOLUTION #366

Manager, Special Project Tom White presented the Commission with final Payment Resolution #36 for the Gallia County Jail Project to Granger Construction Company in the amount of \$35,792.00. DLZ Principal Architect, Doug Moody recommends approval of the above invoice and pay application. The President entertained a motion to approve an pay invoice from pay resolution #36. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion to approve payment resolution #36 as submitted. Roll calls: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

COMMISSIONERS – EXECUTIVE SESSION

At 9:23 a.m. the president entertained a motion to enter into executive session with Auditor Robert Jacks and Treasurer Steve McGhee concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea. Returned to regular session at 9:29 a.m.; No action taken.

VETERANS

Jason Danford, Bob McCarly and David McCoy from the Veterans Office met with the Commissioners to discuss the possibility of purchasing a building. No action taken.

IT – RESOLUTION

RESOLUTION TO TEMPORARILY TRANSITION IT DIRECTOR JOHN GRUBB FROM SALARIED TO HOURLY STATUS FOR PRE-RETIREMENT PROJECT WORK AND OVERTIME AUTHORIZATION

Commissioner Henry entertained the following resolution:

Whereas, John Grubb, current IT Director, has announced plans to retire on July 31, 2025; and

Whereas, the Board of County Commissioners recognizes the need for continued IT project work and support, particularly for the Department of Job and Family Services, to be completed prior to the effective retirement date; and

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Whereas, to compensate fairly for work performed outside standard business hours, the Board wishes to temporarily transition the employee's status from salaried (exempt) to hourly (non-exempt) through July 31, 2025;

Now, therefore, be it resolved by the Board of County Commissioners of Gallia County, Ohio, that:

1. Effective **May 17, 2025**, and continuing through July 31, 2025, IT Director John Grubb shall be transitioned from salaried (exempt) status to hourly (non-exempt) status, for the purpose of tracking and compensating overtime hours worked.
2. Overtime hours worked in direct support of the Department of Job and Family Services during this period are hereby authorized and shall be compensated in accordance with the County's overtime policies and applicable law.
3. Any other overtime hours beyond those supporting JFS must receive prior written approval from the President of the Board of Commissioners or desinee before being incurred.
4. This temporary status change applies solely to John Grubb and does not alter the compensation classification of the IT Director position moving forward.

Commissioner Stapleton made a motion to adopt the resolution and Commissioner Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

Passed and adopted this 26th day of June 2025.

JANICE NEW – CONCERNS

Gallia County Resident, Janice New, met with the Commissioners to share some concerns she had. No action taken.

OSU – AGENCY UPDATE

Micha Holcomb, Michelle Stumbo and Tracy Winters presented the Commission with an agency update for June of various activities and presented a copy of their newsletter and upcoming events. No action taken.

USDA GREEN 2 LOAN CLOSING

Julia Wood, USDA Program Loan Specialist and Bill Holschuh Community Project Tech, were present for the USDA Green 2 Loan Closing.

CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS

The undersigned, being the fiscal officer of the County of Gallia, Ohio (the "Issuer"), within the meaning of Section 133.01 of the Ohio Revised Code, hereby certifies to the Board of County Commissioners of the Issuer in connection with the proposed issuance and sale of \$900,000 of bonds (the "Bonds") for the purpose of paying part of the costs of acquiring, constructing, and improving the Issuer's sanitary sewer collection system in portions of Green and Gallipolis Townships in the Issuer within the Green Sanitary Sewer District known as the Green Sanitary Sewer Collection System Phase II Project, including pump stations, manhole structures, lift stations, flow meters and other necessary equipment thereto (collectively, the "Project") that:

1. the estimated life or period of usefulness of the improvements comprising the Project is at least five (5) years; and
2. the maximum maturity of the Bonds, in accordance with Section 133.20 of the Ohio Revised Code and assuming that \$900,000 is expended for land acquisition and sewers or sewage treatment disposal works or facilities, including fireproof buildings or other structures in connection therewith, for which I hereby estimate a useful life or period of usefulness of forty (40) years and therefore, having a maximum maturity of forty (40) years, is forty (40) years.

IN WITNESS WHEREOF, I have hereunto set my hand, this 26th day of June, 2025.

s/ Robert J. Jacks
County Auditor
Gallia County, Ohio

CASTO & HARRIS, INC. — RE-ORDER NO. 26411-24

JUNE 26, 2025

The Board of County Commissioners of the County of Gallia, Ohio, met in regular session at 10.45 o'clock a.m., on June 26, 2025, at the office of said board of county commissioners, 18 Locust Street, Gallipolis, Ohio, with the following members present:

Leslie R. Henry Q. Jay Stapleton Jeremy Kroll

Absent: none

Jeremy Kroll moved the adoption of the following resolution:

COUNTY OF GALLIA, OHIO

RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF \$900,000 SANITARY SEWER SYSTEM REVENUE BONDS, SERIES 2025 OF THE COUNTY OF GALLIA, OHIO, FOR THE PURPOSE OF PAYING PART OF THE COST OF ACQUIRING, CONSTRUCTING, AND IMPROVING THE COUNTY'S SANITARY SEWER COLLECTION SYSTEM IN PORTIONS OF GREEN AND GALLIPOLIS TOWNSHIPS IN THE COUNTY WITHIN THE GREEN SANITARY SEWER DISTRICT KNOWN AS THE GREEN SANITARY SEWER COLLECTION SYSTEM PHASE II PROJECT, INCLUDING PUMP STATIONS, MANHOLE STRUCTURES, LIFT STATIONS, FLOW METERS AND OTHER NECESSARY EQUIPMENT THERETO; PROVIDING FOR THE COLLECTION OF SUFFICIENT REVENUES TO PAY THE COSTS OF OPERATING AND MAINTAINING SUCH SYSTEM, ADEQUATE RESERVE FUNDS AND THE PAYMENT OF SUCH BONDS; PROVIDING FOR SECURITY AND THE PAYMENT OF SUCH BONDS; AND PROVIDING FOR THE SEGREGATION AND DISTRIBUTION OF REVENUES OF THE COUNTY AND THE RIGHTS OF THE OWNERS OF SUCH BONDS.

WHEREAS, the County of Gallia, Ohio (the "Issuer") has heretofore established a sanitary sewer district known as the Green Sanitary Sewer District (the "District"), and has heretofore acquired and constructed a sanitary sewer collection system in portions of Green and Gallipolis Townships in the County located in the District (which system, along with any enlargements and extensions thereof is referred to herein as the "System"); and

WHEREAS, a portion of the System was heretofore financed in part with the proceeds of the Issuer's \$3,089,000 Sanitary Sewer System Revenue Bonds, Series 2015, dated December 3, 2015 (the "Series 2015 Bonds") and \$2,500,000 Sanitary Sewer System Revenue Bonds, Series 2021, dated May 27, 2021 (the "Series 2021 Bonds" and, together with the Series 2015 Bonds, the "Prior Bonds"), authorized and secured by resolutions duly adopted by the Board of County Commissioners of the Issuer on December 3, 2015 (the "Series 2015 Resolution") and on May 27, 2021 (the "Series 2021 Resolution" and, together with the Series 2015 Resolution, the "Prior Resolution"); and

WHEREAS, the Prior Resolution has pledged the Revenues of the Issuer, as defined herein, as security of the payment of the Prior Bonds and any "Additional Bonds", as defined in the Prior Resolution, issued on a parity therewith; and

WHEREAS, the Issuer has heretofore determined the necessity and desirability of certain improvements to the System constituting the acquisition, construction, and improvement of the System within the Green Sanitary Sewer District known as the Green Sanitary Sewer Collection System Phase II Project, including pump stations, manhole structures, lift stations, flow meters and other necessary equipment thereto (collectively, the "2021 Project"); and

WHEREAS, due to unforeseen cost overruns, the Issuer needs to complete the 2021 Project (the "2025 Project");

WHEREAS, the Issuer has applied for a loan from the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture (the "Government") to finance a portion of the cost of the 2025 Project, which loan is to be in the form of sanitary sewer system revenue bonds of the Issuer (the "Series 2025 Bonds") in an amount not to exceed \$900,000 (the "Government Loan") to be issued as Additional Bonds and secured by a pledge of and lien on the Revenues on a parity with that granted by the Prior Resolution securing the Prior Bonds as described herein; and

WHEREAS, the Issuer desires to permanently finance 2025 Project with proceeds of the Series 2025 Bonds in a principal amount of not to exceed \$900,000, and the Government has offered to purchase the Series 2025 Bonds upon the terms set forth herein; and

WHEREAS, the Issuer has or will establish sanitary sewer rates, charges and rents to be charged to and collected from all persons whose premises are served by a connection to the System (such rates and charges, as amended from time to time, and any other moneys, including any grant funds, received by or for the account of the System are collectively referred to herein as the "Revenues") which are or will be designed and intended to provide a surplus, after the payment of costs of operating and maintaining the System, for the payment of the principal and interest on obligations incurred and to be incurred in connection with the System (including the Prior Bonds and the sanitary sewer system revenue bonds representing the Government Loan) and the provision of adequate reserves; and

WHEREAS, the Issuer has no outstanding bonds, notes or other obligations having a claim or lien on the Revenues prior to the pledge to be made of and lien to be granted on the Revenues by this Resolution, other than the Prior Bonds; and

WHEREAS, this Board finds all conditions precedent to the issuance and sale of the herein-authorized sanitary sewer system revenue bonds have been met or can be met prior to the closing of such bond issue; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners (the "Board") of the County of Gallia, Ohio, that:

SECTION 1. It is necessary to issue and sell \$900,000 of sanitary sewer system revenue bonds of the Issuer (the "Series 2025 Bonds") pursuant to Chapters 133 and 6117 of the Ohio Revised Code (together, the "Act"), and particularly Section 133.08 thereof, for the purpose of paying part of the cost of the 2025 Project. The Series 2025 Bonds shall (a) be designated "Sanitary Sewer System Revenue Bonds, Series 2025", (b) be dated the date of their

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initial issuance, (c) mature in installments not more than forty (40) years after such date of issuance, (d) be issued in the initial aggregate principal amount of \$900,000, and (e) be substantially in the form of Exhibit A attached hereto and incorporated herein by reference. The Series 2025 Bonds shall be issued as a single series in such principal amount, and numbered from R-1 upward in order of issuance. With the Government purchasing all of the Series 2025 Bonds, registered as to both principal and interest in the name of "United States of America, acting through the Rural Utilities Service, United States Department of Agriculture" or as otherwise directed by the Government.

The outstanding principal amount of the Series 2025 Bonds from time to time shall bear interest at the rate of two and one-half percent (2.50%) per annum, calculated on the basis of the actual number of days and a 365 day year. The interest on the Series 2025 Bonds shall be payable annually on dates to be set forth in the Series 2025 Bonds, until the final payment of the principal amount of each Series 2025 Bond. The principal of the Series 2025 Bonds shall be due and payable in installments as set forth in this Section. If the total par value of the Series 2025 Bonds is not paid by the Government to the Issuer at the time of initial delivery of the Series 2025 Bonds, such par value shall be advanced to the Issuer in one or more installments upon request of the Issuer, and interest shall accrue on the amount of each advance from the actual date of such advance.

The principal of the Series 2025 Bonds shall be due and payable in installments on the same date interest is payable in the years and in the respective principal amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2026	\$13,400	2046	\$21,900
2027	13,600	2047	22,400
2028	14,100	2048	23,000
2029	14,300	2049	23,500
2030	14,800	2050	24,200
2031	15,100	2051	24,800
2032	15,500	2052	25,300
2033	15,800	2053	26,000
2034	16,300	2054	26,700
2035	16,700	2055	27,300
2036	17,100	2056	28,000
2037	17,500	2057	28,700
2038	18,000	2058	29,500
2039	18,400	2059	30,100
2040	18,800	2060	30,900
2041	19,400	2061	31,700
2042	19,800	2062	32,500
2043	20,300	2063	33,300
2044	20,800	2064	34,100
2045	21,400	2065	35,000

The Series 2025 Bonds shall be signed by at least two member of the Board and by the County Auditor, provided that all but one of such signatures may be facsimiles. The Series 2025 Bonds shall be in the denomination of \$100 and any integral multiple thereof, provided that if the Government is the owner of the Series 2025 Bonds, the Series 2025 Bonds shall be in a principal amount equal to the aggregate principal amount of the Series 2025 Bonds. It is hereby determined that the issuance of the Series 2025 Bonds upon the terms described herein, including the redemption provisions specified below, will be in the best interest of the Issuer, its citizens and users of the System. This Board hereby declares and determines the estimated life or period of usefulness of the improvements to the System acquired and constructed, and to be acquired and constructed, as part of the Project is at least forty (40) years from the date of issuance of the Series 2025 Bonds. All actions of the Board and the Issuer, its officers and employees in connection with the application for, acceptance of and expenditure of the proceeds of, the Government Loan, any grants, and the Prior Bonds are hereby approved, ratified and confirmed.

It is hereby determined that (i) the principal amount of the Series 2025 Bonds does not exceed the aggregate of the amount required to pay costs of the 2025 Project and other costs, including financing costs, permitted by the Act to be paid from the proceeds of the Series 2025 Bonds, and (ii) the issuance of the Series 2025 Bonds upon the terms described herein will be in the best interests of the Issuer and in compliance with the Act.

SECTION 2. The Series 2025 Bonds shall be issued in fully registered form without interest coupons as negotiable instruments pursuant to the Act. There shall be no charge for registration or transfer of the Series 2025 Bonds. Ownership of the Series 2025 Bonds shall be registered on the books of the Issuer kept for that purpose by the County Auditor, who is hereby designate to serve as paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Series 2025 Bonds, upon presentation thereof. Registration of the ownership of the Series 2025 Bonds shall also be evidenced by a notation to that effect on the Series 2025 Bonds. In the event the Series 2025 Bonds are held by a party other than the Government, the Issuer may contract in accordance with Section 9.96, Ohio Revised Code, for services of a bank or trust company to serve as the Paying Agent and Registrar. Installments of principal of and interest on the Series 2025 Bonds shall be payable in lawful money of the United States of America to the registered owner thereof (the "Holder") as shown on the registration records for the Series 2025 Bonds which shall be maintained by the Issuer. Payments of installments of principal of and interest on the Series 2025 Bonds shall be made by check or draft mailed to the Holder at the address shown on the registration records of the Issuer, except that the final installment of principal of and interest on the Series 2025 Bonds shall be made upon presentation and surrender thereof to the Issuer.

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The Issuer shall upon request of the Holder of any Series 2025 Bond other than the Government, at any time at the expense of such Holder, and within ninety (90) days after such request, exchange Series 2025 Bonds for Series 2025 Bonds of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates, as the Series 2025 Bonds being exchanged. The Issuer shall upon the request of the Government, at any time at the expense of the Issuer, and within ninety (90) days after such request, exchange the Series 2025 Bond for Series 2025 Bonds of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, bearing interest at the same rate, and maturing on the same date or dates as, the Series 2025 Bond being exchanged. Series 2025 Bonds shall be so exchanged only for and upon surrender to the Paying Agent and Registrar of the corresponding Series 2025 Bond or Bonds being exchanged which shall then immediately be cancelled by the Paying Agent and Registrar.

The Series 2025 Bonds shall be transferable, without charge to the Holder, only on the registration books of the Issuer upon presentation to the Paying Agent and Registrar with a written transfer duly acknowledged by the registered Holder or such Holder's attorney and such transfer to be noted on the registration records of the Issuer and on the Series 2025 Bond, provided that no such transfer shall be permitted until the entire principal amount of the Series 2025 Bonds has been advanced to the Issuer by the Government. No transfer of ownership of the Series 2025 Bonds shall be valid unless made at the request of the registered owner thereof on the registration records of the Issuer. The Issuer may deem and treat the registered Holder of the Series 2025 Bonds as the absolute owner thereof for all purposes, and the Issuer shall not be affected by any notice to the contrary.

SECTION 3. The Series 2025 Bonds shall be subject to redemption at the option of the Issuer in whole, or in part in integral multiples of \$100 and inverse order of maturity, at any time at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date of redemption. Notice of the exercise of such right of redemption shall be given by written notice to the Holder of the Series 2025 Bonds mailed not less than thirty (30) days prior to the redemption date. All Series 2025 Bonds as to which the Issuer exercises its right of redemption and as to which notice aforesaid shall have been given and for the retirement of which funds are duly provided shall cease to bear interest on the redemption date.

SECTION 4. The Series 2025 Bonds shall be payable on a parity with the Prior Bonds solely from the Revenues deposited in the Revenue Fund and the Bond Payment Fund, as such terms are defined in the Prior Resolution, after provision only for the payment of costs of operating and maintaining the System as provided in the Prior Resolution. The Series 2025 Bonds shall constitute "Additional Bonds" as defined in the Prior Resolution and as such, shall be on a parity with the pledges of and liens on the Revenues granted by the Prior Resolution to secure the Prior Bonds, except as provided below with respect to the Debt Service Reserve Fund created by the Prior Resolution (and previously known as the Reserve Fund under the Series 2015 Resolution) and the Short-Lived Asset Replacement Fund created under the Series 2021 Resolution, each as may be amended by this Resolution. The Series 2025 Bonds shall not constitute an indebtedness of the Issuer, the State of Ohio, or any political subdivision thereof within the meaning of the laws and the Constitution of the State of Ohio, and the registered owner of the Series 2025 Bonds shall not have the right to have taxes or excises levied by the Issuer, the State of Ohio, or any political subdivision thereof for the payment of principal of or interest on the Series 2025 Bonds; provided, however, that nothing herein shall be deemed to prohibit the Issuer from using, of its own volition, any of its other lawfully available resources for the fulfillment of any of the terms and conditions of this Resolution or the Series 2025 Bonds.

SECTION 5. As provided in the Prior Resolution and hereby, the Issuer shall be the custodian of all funds belonging to or associated with the System, and such funds in the custody of the Issuer shall be deposited in an account with a bank which is a member of the Federal Deposit Insurance Corporation. The Issuer shall obtain, and keep in force, a fidelity bond on its officers and employees to the extent and in an amount required by the Government.

SECTION 6. So long as any of the Series 2025 Bonds are outstanding, the Issuer shall continue to deposit the Revenues and make payments therefrom as required by the Prior Resolution, and particularly Section 7 thereof, and shall otherwise comply with the provisions of the Prior Resolution as amended and supplemented hereby.

In order to provide for the adequate funding of the Debt Service Reserve Fund, as defined in the Prior Resolution, to secure the Prior Bonds and the Series 2025 Bonds, Section 7(iii) of the Series 2015 Resolution shall be and hereby is further amended to read as follows:

- "(iii) Monthly, commencing with the month following the initial issuance of the Series 2015 Bonds, to the Green Sanitary Sewer System Revenue Bond Debt Service Reserve Fund hereby created in the custody of the Issuer (the "Debt Service Reserve Fund"), an amount equal to \$974.37 until there is \$116,924 (the "Series 2015 Minimum Reserve") accumulated in the Debt Service Reserve Fund, after which no further payments need be made to the Debt Service Reserve Fund except to replace withdrawals therefrom. With the approval of the Government, the Series 2015 Minimum Reserve shall be used and disbursed only for the purpose of paying the cost of repairing or replacing any damage to the System which may be caused by an unforeseen catastrophe, and when necessary for the purpose of making payments of Bond Service Charges on the Bonds when due and payable if the amount in the Bond Payment Fund is not sufficient to meet such payments. Whenever disbursements are made from the Debt Service Reserve Fund, monthly payments shall be resumed until there is again accumulated an amount equal to the Series 2015 Minimum Reserve, at which time payments may be again discontinued.

In addition, monthly, commencing with the month next following the month in which the Issuer's Additional Bonds designated "Sanitary Sewer System Revenue Bonds, Series 2021" (the "Series 2021 Bonds") are delivered to the Government and for so long as any of the Series 2021 Bonds are outstanding, an amount equal to \$693.75 until there is so accumulated \$83,250.00 (as the same may be reduced with the consent of the Government as provided herein, the "Series 2021 Minimum Reserve") into the Debt Service Reserve Fund to secure the Series 2021 Bonds. With the approval of the Government, the Series 2021 Minimum Reserve shall be used and disbursed only for lawful purposes related to the System, including paying costs of operating and maintaining the

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System, the payment of costs related to litigation or the settlement thereof, paying the cost of capital improvements to the System including repairing or replacing any damage to the System which may be caused by an unforeseen catastrophe, and making payments of principal of and interest on the Series 2021 Bonds when due and payable if the amount in the Bond Payment Fund is not sufficient to meet such payments. Whenever such disbursements are made from the Series 2021 Minimum Reserve, such monthly payments shall be resumed until there is again accumulated an amounts equal to the Series 2021 Minimum Reserve, at which time payments may be again discontinued."

In addition, monthly, commencing with the month next following the month in which the Issuer's Additional Bonds designated "Sanitary Sewer System Revenue Bonds, Series 2025" (the "Series 2025 Bonds") are delivered to the Government and for so long as any of the Series 2025 Bonds are outstanding, an amount equal to \$299.88 until there is so accumulated \$35,984.79 (as the same may be reduced with the consent of the Government as provided herein, the "Series 2025 Minimum Reserve") into the Debt Service Reserve Fund to secure the Series 2025 Bonds. With the approval of the Government, the Series 2025 Minimum Reserve shall be used and disbursed only for lawful purposes related to the System, including paying costs of operating and maintaining the System, the payment of costs related to litigation or the settlement thereof, paying the cost of capital improvements to the System including repairing or replacing any damage to the System which may be caused by an unforeseen catastrophe, and making payments of principal of and interest on the Series 2025 Bonds when due and payable if the amount in the Bond Payment Fund is not sufficient to meet such payments. Whenever such disbursements are made from the Series 2025 Minimum Reserve, such monthly payments shall be resumed until there is again accumulated an amounts equal to the Series 2025 Minimum Reserve, at which time payments may be again discontinued."

SECTION 7. The Series 2025 Bonds shall be and are hereby sold to the Government at par and accrued interest in accordance with its offer to purchase which is hereby accepted. All proceeds received from the sale of the Series 2025 Bonds, other than accrued interest, shall be deposited in one or more appropriate funds of the Issuer and used to pay costs of the 2025 Project and for no other purpose.

The members of this Board, the County Administrator, the County Auditor, the County Treasurer, the Clerk of this Board, and other appropriate officials of the County, are each hereby separately authorized, without further action of the Board, to take any and all actions and to execute such other instruments that may be necessary or appropriate in the opinion of Division of Dinsmore & Shohl LLP, bond counsel for the Series 2025 Bonds, in order to effect the issuance of the Series 2025 Bonds and the intent of this Resolution. The Clerk of this Board, or other appropriate officer of the Issuer, shall certify a true transcript of all proceedings had with respect to the issuance of the Series 2025 Bonds, along with such information from the records of the Issuer as is necessary to determine the regularity and validity of the issuance of the Series 2025 Bonds.

SECTION 8. The Issuer covenants and agrees to comply with its covenants and agreements contained in the Prior Resolution, as amended and supplemented hereby so long as any of the Series 2025 Bonds remain unpaid. So long as the Government or any agency thereof is holder of any of the Series 2025 Bonds, the Issuer, this Resolution, and the Series 2025 Bonds shall, to the extent permitted by law, be subject to the provisions of the Government's Loan Resolution (RUS Bulletin 1780-27) relating to the 2025 Project and to the Series 2025 Bonds adopted by this Board (the "Loan Resolution"), and (i) will, among other things, acquire and maintain such insurance and fidelity bond coverage as may be required by the Government, and (ii) will not, among other things, defease the Series 2025 Bonds and the lien on the Revenues granted hereby as security of the Series 2025 Bonds without the prior written consent of the Government.

SECTION 9. This Board hereby covenants that it will restrict the use of the proceeds of the Series 2025 Bonds hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder to retain the federal income tax exemption for interest on the Series 2025 Bonds, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor, the County Treasurer, the County Administrator, the Clerk of this Board or any other officer having responsibility with respect to the issuance of the Series 2025 Bonds is authorized and directed to give an appropriate certificate on behalf of the Issuer, on the date of delivery of the Series 2025 Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

The Series 2025 Bonds are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). This Board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Issuer during this calendar year does not and the Board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the Issuer and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor, County Treasurer, County Administrator, and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the Issuer with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the Issuer during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 10. The law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the Issuer to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Series 2025 Bonds and, if appropriate, rendering its approving legal opinion or opinions in connection therewith in accordance with a written agreement with the Issuer which at least two members of the Board, the County Auditor, or the County

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Administrator are each hereby separately authorized to execute and deliver on behalf of the Issuer, as may be approved by such officers. The approval of such agreement by such officers, and that the same are not substantially adverse to the issuer, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the Issuer for the above services in accordance with such written agreement.

SECTION 11. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 12. All resolutions and orders of the Issuer, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed, and each section of this Resolution is independent and the finding or holding of any section or subdivision hereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision of this Resolution. Except as amended hereby, the provisions of the Prior Resolution and all actions taken by officers and employers of the Issuer in connection with the issuance of the Prior Bonds are hereby approved, ratified and confirmed. The provisions of this Resolution are subject to the laws of the State of Ohio.

SECTION 13. The Clerk of this Board is hereby directed to forward a certified copy of this Resolution to the County Auditor.

SECTION 14. This Resolution shall take effect immediately upon its adoption.

Q. Jay Stapleton seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Ayes: Leslie R. Henry Q. Jay Stapleton Jeremy Kroll

Nays: none

ADOPTED: this 26th day of June, 2025.

s/ Amanda Phillips
Clerk
Board of County Commissioners
County of Gallia, Ohio

Prepared by Dinsmore & Shohl LLP

CERTIFICATE OF CLERK

I hereby certify that the foregoing is a true and correct copy of a resolution adopted on June 26, 2025 and that a copy thereof was certified to the County Auditor on June 26, 2025.

s/ Amanda Phillips
Clerk
Board of County Commissioners
County of Gallia, Ohio

RECEIPT

The undersigned hereby acknowledges receipt this day of a certified copy of the foregoing resolution.

s/ Robert J. Jacks
County Auditor
County of Gallia, Ohio

Dated: June 26, 2025

EXHIBIT A

R-__

UNITED STATES OF AMERICA
STATE OF OHIO

COUNTY OF GALLIA, OHIO

SANITARY SEWER SYSTEM REVENUE BOND, SERIES 2025

KNOW ALL MEN BY THESE PRESENTS, that the County of Gallia, Ohio (the "Issuer"), for value received, hereby promises to pay to the registered owner hereof (such registered owner from time to time is referred to herein as the "Holder"), but solely from the sources as herein provided, the principal sum of NINE HUNDRED THOUSAND DOLLARS (\$900,000), or such lesser amount as shall be disbursed hereunder, in accordance with the terms hereof, and to pay to such registered owner interest on said sum from the date hereof at the rate of two and one-half percent (2.50%) per annum on the basis of the actual number of days and a 365-day year on the first day of June in each year, commencing June 1, 2026. This Series 2025 Bond bears interest from the most recent date to which interest has been paid or, if no interest has been paid, from the date hereof.

The principal of this Series 2025 Bond is payable in installments on June 1 of the years and in the respective principal amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2026	\$13,400	2046	\$21,900
2027	13,600	2047	22,400
2028	14,100	2048	23,000
2029	14,300	2049	23,500

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<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2030	14,800	2050	24,200
2031	15,100	2051	24,800
2032	15,500	2052	25,300
2033	15,800	2053	26,000
2034	16,300	2054	26,700
2035	16,700	2055	27,300
2036	17,100	2056	28,000
2037	17,500	2057	28,700
2038	18,000	2058	29,500
2039	18,400	2059	30,100
2040	18,800	2060	30,900
2041	19,400	2061	31,700
2042	19,800	2062	32,500
2043	20,300	2063	33,300
2044	20,800	2064	34,100
2045	21,400	2065	35,000

Installments of principal of and interest on this Series 2025 Bond are payable in lawful money of the United States of America to the registered owner hereof as shown on the registration records of the Issuer. Registration of the ownership of this Series 2025 Bond shall also be evidenced by a notation to that effect hereon. No transfer of ownership of this Series 2025 Bond shall be valid unless made at the request of the registered owner thereof on the registration records of the Issuer and on this Series 2025 Bond. The Issuer may deem and treat the registered owner of this Series 2025 Bond as the absolute owner hereof for all purposes, and the Issuer shall not be affected by any notice to the contrary. The County Auditor of the Issuer serves as paying agent, registrar and transfer agent for this Series 2025 Bond (the "Paying Agent and Registrar"), and payments of installments of principal of and interest on this Series 2025 Bond shall be made by check or draft mailed to the registered owner hereof at the address shown on the registration records of the Issuer, except that the final installment of principal of and interest on this Series 2025 Bond shall be made upon presentation and surrender hereof to the Issuer.

This Series 2025 Bond bears interest from the last date to which interest has been paid, or if no interest has been paid, from the date of its initial issuance. If the total par value of this Series 2025 Bond is not paid by the original Holder hereof to the Issuer at the time of initial delivery of this Series 2025 Bond, such par value shall be advanced to the Issuer in one or more installments upon request of the Issuer, and interest shall accrue on the amount of each advance from the actual date of such advance. Interest on the outstanding principal amount of this Series 2025 Bond from time to time is payable on each date principal is payable.

This Series 2025 Bond may be called at any time for redemption by the Issuer at its option in whole, or in part in integral multiples of \$100 and in inverse order of maturity, at any time at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date of redemption. Notice of the exercise of such right of redemption shall be given by written notice to the Holder of the Series 2025 Bonds mailed not less than thirty (30) days prior to the redemption date. All installments as to which the Issuer exercises its right of redemption and as to which notice aforesaid shall have been given and for the retirement of which funds are duly provided will cease to bear interest on the date fixed for redemption and shall be noted on Schedule "A", attached hereto.

This Series 2025 Bond is one of a duly authorized series of Bonds dated June 30, 2025, aggregating \$900,000 in principal amount (sometimes referred to herein as the "Series 2025 Bonds") and has been issued by the Issuer for the purposes of paying part of the costs of acquiring, constructing, and improving the Issuer's sanitary sewer collection system (together with all extensions, improvements, replacements and alterations at any time made in respect thereto, the "System") in portions of Green and Gallipolis Townships in the Issuer within the Green Sanitary Sewer District known as the Green Sanitary Sewer Collection System Phase II Project, including pump stations, manhole structures, lift stations, flow meters and other necessary equipment thereto (collectively, the "2025 Project"), in full compliance with the Constitution and statutes of the State of Ohio, particularly Chapters 133 and 6117 of the Ohio Revised Code (together, the "Act"), and resolutions duly adopted by the Board of County Commissioners of the Issuer (the "Board") on December 3, 2015, May 27, 2021 and June 26, 2025 (collectively, and as the same may be amended and supplemented, the "Bond Resolution"), copies of which are on file in the office of the Clerk of the Board of the Issuer, the terms and conditions of which, the Holder hereof, by its acceptance hereof, assents.

The Series 2025 Bonds are issued as a single series of bonds in the principal amount of \$900,000, numbered from R-1 upward in order of issuance and in denominations of \$100 and integral multiples thereof, provided that if the United States of America is the owner of the Series 2025 Bonds, the Series 2025 Bonds shall be in a principal amount equal to the aggregate principal amount of the Series 2025 Bonds.

This Series 2025 Bond and the issue of which it is one, together with the Issuer's \$2,500,000 Sanitary Sewer System Revenue Bonds, Series 2021, dated May 27, 2021 (the "Series 2021 Bonds") and \$3,089,000 Sanitary Sewer System Revenue Bonds, Series 2015, dated December 3, 2015 (the "Series 2015 Bonds," and, together with the Series 2021 Bonds, the "Prior Bonds"), and any additional bonds ranking on a parity therewith and herewith issued pursuant to the Bond Resolution (collectively, the "Bonds"), are payable solely from the Revenues, as defined in the Bond Resolution and being generally, the revenues derived by the Issuer from sewer rates, charges and rents to be charged to and collected from all persons whose premises are served by a connection to the System and any other moneys received by or for the account of the System and deposited in the Bond Payment Fund, as defined in the Bond Resolution, after provision only for the payment of all reasonable and proper expenses of operating and maintaining the System. Amounts derived from the Revenues sufficient to pay the Bonds are to be deposited in the Bond Payment Fund, as created by and defined in the Bond Resolution. The Bonds are also secured by any moneys in the Debt Service Reserve Fund and the Surplus Fund as defined and to the extent described in the Bond Resolution.

The Bonds are payable only from the Revenues as described above, and the moneys and investments in the Bond Payment Fund and other funds of the System created pursuant to the Bond Resolution, and do not in any manner constitute an indebtedness of the Issuer, the State of Ohio or any other political subdivision thereof within the

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provisions and limitations of the laws and the Constitution of Ohio, and the registered owner of the Bonds do not have the right to have taxes or excises levied by the Issuer, the State of Ohio, or any political subdivision thereof for the payment of Bond Service Charges on the Bonds.

The Issuer, acting by and through the Board, has covenanted that it will fix and revise such sewer rates and charges for the services and facilities of the System and collect and account for income and revenues therefrom sufficient to promptly pay all expenses incident to the operation of the System, and to provide a fund for payment of the Bond Service Charges on the Bonds and the issue of which it is one as the same become due and payable.

This Series 2025 Bond is transferable only upon presentation to the Paying Agent and Registrar with a written transfer duly acknowledged by the registered holder or his attorney, provided that no such transfer shall be permitted until the entire principal amount hereof has been advanced to the Issuer by the holder hereof. Upon any such transfer, a new Series 2025 Bond of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. Any such transfer shall be noted upon the books of the Issuer kept by the Issuer for that purpose. The Issuer and the Paying Agent and Registrar may deem and treat the registered holder hereof as the absolute owner hereof for all purposes, and neither the Issuer nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

Upon default in the payment of installments of Bond Service Charges on this Series 2025 Bond or upon failure of the Issuer to comply with any other provisions of this Series 2025 Bond or the provisions of the Bond Resolution, the registered owner hereof may at its option, institute all rights and remedies provided by law and in the Bond Resolution.

If the total principal of this Series 2025 Bond is not disbursed at the initial delivery of this Series 2025 Bond, such principal amount shall be disbursed by the owner of this Series 2025 Bond in installments upon the request of the Issuer, and interest on each disbursement shall be calculated from the date of disbursement. This Series 2025 Bond may not be transferred until the entire principal amount hereof has been disbursed to the Issuer.

This Series 2025 Bond shall not constitute the personal obligation, either jointly or severally, of any of the Issuer's officers or employees, including without limitation, the members of the Board of County Commissioners, the County Auditor, the County Administrator, or the County Treasurer of the Issuer.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to any issuance of this Series 2025 Bond, now exist, have happened and have been performed in due time, form and manner as required by law; that the Issuer has received payment in full for this Series 2025 Bond; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing this Series 2025 Bond.

IN WITNESS WHEREOF, the County of Gallia, Ohio acting by its Board of County Commissioners, has caused this Series 2025 Bond to be executed by at least two members of its Board of County Commissioners and the County Auditor as of June 30, 2025.

s/ Robert J. Jacks _____
County Auditor

COUNTY OF GALLIA, OHIO
s/ Leslie R. Henry _____
County Commissioner

s/ Q. Jay Stapleton _____
County Commissioner

s/ Jeremy Kroll _____
County Commissioner

REGISTRATION CERTIFICATE

This Series 2025 Bond is registered as to principal and interest and no transfer thereof shall be valid unless entered in the bond register of the Issuer to be maintained by the County Auditor of the Issuer or its successor as Paying Agent and Registrar. Such registry shall be noted on this Series 2025 Bond by the County Auditor of the Issuer or its successor as Paying Agent and Registrar.

NOTICE: Nothing can be written on this Series 2025 Bond except by the officer of the Paying Agent and Registrar having charge of the bond register.

<u>Date</u>	<u>Name of Registered Holder</u>	<u>Signature of Registrar</u>
_____, 2025	United States of America, acting through the Rural Utilities Service, United States Department of Agriculture	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Series 2025 Bond and does hereby irrevocably constitute and appoint attorney to transfer such Series 2025 Bond on the books kept for registration of the within Series 2025 Bond with full power of substitution in the premises.

Dated: _____, _____

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In the presence of: _____

SCHEDULE "A"

Principal Installments on Which Payments
Have Been Made Prior to Maturity

Date	Principal Due	Principal Amount Paid	Total Amount Paid	Balance	Date Paid	Signature of Authorized Official and Title
1, 2026	\$13,400					
1, 2027	13,600					
1, 2028	14,100					
1, 2029	14,300					
1, 2030	14,800					
1, 2031	15,100					
1, 2032	15,500					
1, 2033	15,800					
1, 2034	16,300					
1, 2035	16,700					
1, 2036	17,100					
1, 2037	17,500					
1, 2038	18,000					
1, 2039	18,400					
1, 2040	18,800					
1, 2041	19,400					
1, 2042	19,800					
1, 2043	20,300					
1, 2044	20,800					
1, 2045	21,400					
1, 2046	21,900					
1, 2047	22,400					
1, 2048	23,000					
1, 2049	23,500					
1, 2050	24,200					
1, 2051	24,800					
1, 2052	25,300					
1, 2053	26,000					
1, 2054	26,700					
1, 2055	27,300					
1, 2056	28,000					
1, 2057	28,700					
1, 2058	29,500					
1, 2059	30,100					
1, 2060	30,900					
1, 2061	31,700					
1, 2062	32,500					
1, 2063	33,300					
1, 2064	34,100					
1, 2065	35,000					

CASTO & HARRIS, INC. — RE-ORDER NO. 26411-24

SHERIFF – TRINITY FOOD SERVICES

Sheriff Matt Champlin and Chief Deputy Chris Gruber along with Joe Russell from Trinity Food Services met with the Commissioners to discuss and provide the current jail menu and some other menu options. The current menu is based on 2500 calories a day. Commissioner Stapleton spoke that he would like to see some other options with elevated calorie count and the possibility of two hot meals a day rather than the one hot meal that is provided currently. Mr. Russell stated he would come up with more options. No action taken.

BOARD OF DD – HOPEWELL LEASE RESOLUTION

Melinda Kingery, Superintendent Board of DD presented the Commissioners with the following Resolution for approval. Q. Jay Stapleton moved to approved the Resolution and Jeremy seconded the motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY LOCATED AT 77 MILL CREEK ROAD, GALLIPOLIS, OHIO, TO THE GALLIA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES UPON FULL REPAYMENT OF THE ASSOCIATED LOAN

WHEREAS, the property located at 77 Mill Creek Road, Gallipolis, Ohio, bearing Gallia County Parcel Number 007-555-145-03, is currently held in title by the Gallia County Board of Commissioners and houses the facilities of the Gallia County Board of Developmental Disabilities (GCBDD); and

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WHEREAS, construction of the facility on said property was completed on October 31, 2007, and the building was officially dedicated in a public ceremony held on March 20, 2008; and

WHEREAS, ongoing maintenance, enhancements, and improvements to the building and surrounding property have been financed through local levy dollars approved by the citizens of Gallia County and allocated to the GCBDD; and

WHEREAS, the Gallia County Board of Developmental Disabilities has entered into a financing agreement with the Gallia County Board of Commissioners for the purchase and improvement of said property and is in the process of repaying the associated loan in full; and

WHEREAS, it is the intent of the Gallia County Board of Commissioners to transfer the deed for the property to the Gallia County Board of Developmental Disabilities upon completion of the final loan payment by GCBDD to it and satisfaction of all related financial obligations; and

WHEREAS, this transfer aligns with the mission of the GCBDD and will ensure the continued use and stewardship of the property for the benefit of individuals with developmental disabilities residing in Gallia County.

NOW, THEREFORE, BE IT RESOLVED by the Gallia County Board of Commissioners, that:

1. Upon full repayment of the loan associated with the property located at 77 Mill Creek Road, Gallipolis, Ohio (Parcel No. 007-555-145-03), the Gallia County Board of Commissioners, pursuant to its powers as enumerated in R. C. Sec. 307.10(B) as it finds this to be in the best interests of the county, hereby authorizes the transfer of the deed for said property to the Gallia County Board of Developmental Disabilities.
2. The Board further directs the necessary legal and administrative steps be taken to effectuate said transfer, including the preparation and recording of a deed in compliance with the laws of the State of Ohio.
3. This resolution shall take effect and be in full force from and after its adoption on this 26th day of June, 2025.

Adopted this 26th day of June, 2025.

GALLIA COUNTY BOARD OF COMMISSIONERS

s/Leslie Henry
s/R. Jay Stapleton
s/Jeremy Knoll

GREEN SEWER PHASE 2 PAYMENT RESOLUTION # 40

GMCAA Grants Administrator Karen Sprague presented the Commission with Payment Resolution # 40 for the Green Sewer Phase 2 Project for the following items:

- Construction - \$271,743.32
- Legal Fees = \$0.00
- Engineering: \$59,848.41
- Administration: \$3,720.83
- Bond/Loan payments: \$132,069.00
- Other: \$0.00
- Total = \$467,381.56

Invoices to be paid as follows:

- Fields Excavating Pay Application #19 = \$30,943.05 to be paid by Gallia County from USDA Loan Fund #372 & \$30,050.33 to be paid from USDA Grant Fund #372
- Fields Excavating Pay Application #16 = \$98,011.91 already paid by Gallia County needs payment moved to USDA Loan Fund #372
- Fields Excavating Pay Application #17 = \$44,127.44 already paid by Gallia County needs \$26,744.33 of payment moved to USDA Loan Fund #372
- Fields Excavating Pay Application #18 = \$68,610.59 already paid by Gallia County from USDA Loan Fund #372
- DLZ invoice 225681 = \$26,589.31 already paid by Gallia County from USDA Loan Fund #372
- DLZ invoice 225976 = \$19,828.81 to be paid by Gallia County from USDA Loan Fund #372
- DLZ invoice 226394 = \$13,430.29 to be paid by Gallia County from USDA Loan Fund #372
- GMCAA April 2025 Administration Billing = \$1,121.08 already paid by Gallia County from Settlement Fund #410
- GMCAA May 2025 Administration Billing = \$811.82 already paid by Gallia County from Settlement Fund #410
- GMCAA June 2025 Administration Billing = \$1,787.93 to be paid by Gallia County from Settlement Fund #410
- USDA Bonds 92-12 & 92-15 = \$81,875.22 already paid by Gallia County from Settlement Fund #410

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- USDA Bonds 92-12 & 92-15 = \$50,193.78 already paid by Gallia County needs payment moved to Settlement Fund #410

Jeremy Kroll moved and Leslie Henry seconded a motion to approve payment resolution # 40 as submitted. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea.

GREEN SEWER PHASE 2 SETTLEMENT FUND DISBURSEMENT #19

GMCAA Grants Administrator Karen Sprague presented the Commission with Settlement Fund Disbursement #19 for the Green Sewer Phase 2 Project for the following items:

- Fields Excavating Pay Application #17 = \$6,351.25 already paid by Gallia County from Settlement Fund #410
- GMCAA April 2025 Administration Billing = \$1,121.08 paid by Gallia County from Settlement Fund #410
- GMCAA May 2025 Administration Billing = \$811.82 paid by Gallia County from Settlement Fund #410
- GMCAA June 2025 Administration Billing = \$1,787.93 paid by Gallia County from Settlement Fund #410
- USDA Bonds 92-12 & 92-15 = \$81,875.22 already paid by Gallia County from Settlement Fund #410
- USDA Bonds 92-12 & 92-15 = \$50,193.78 already paid by Gallia County needs payment moved to Settlement Fund #410
- Total Settlement Fund Disbursement Request = \$142,141.08

Jeremy Kroll moved and Leslie Henry seconded a motion to approve the Green Sewer 2 Settlement Fund Disbursement #19 as submitted. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea.

USDA - GREEN SEWER PHASE 2 DISBURSEMENT #32

GMCAA Grants Administrator Karen Sprague presented the Commission with USDA Disbursement #32 for the Green Sewer Phase 2 Project for the following items:

- Fields Excavating Pay Application #16 = \$98,011.91 already paid by Gallia County needs payment moved to USDA Loan Fund #372
- Fields Excavating Pay Application #17 = \$44,127.44 already paid by Gallia County needs \$26,744.33 of payment moved to USDA Loan Fund #372
- Fields Excavating Pay Application #18 = \$68,610.59 already paid by Gallia County from USDA Loan Fund #372
- Fields Excavating Pay Application #19 = \$30,943.05 to be paid by Gallia County from USDA Loan Fund #372
- DLZ invoice 225681 = \$26,589.31 already paid by Gallia County from USDA Loan Fund #372
- DLZ invoice 225976 = \$19,828.81 to be paid by Gallia County from USDA Loan Fund #372
- DLZ invoice 226394 = \$13,430.29 to be paid by Gallia County from USDA Loan Fund #372
- Total USDA Loan Funds Disbursement Request = \$284,158.29
- Fields Excavating Pay Application #17 = \$11,031.86 already paid & drawn by Gallia County from USDA Grant Fund #372
- Fields Excavating Pay Application #19 = \$30,050.33 to be paid by Gallia County from USDA Grant Fund #372
- Total USDA Grant Funds Disbursement Request = \$41,082.19

Jeremy Kroll moved and Leslie Henry seconded a motion to approve and sign the USDA Disbursement #32 as submitted. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea.

GREEN SEWER 2 CONSTRUCTION MEETING

At 1:30 p.m. the Commissioners, Grant Administrator Karen Sprague, and Clerk Amanda Phillips attended the Green Sewer 2 Construction monthly meeting in the Commissioners' office. Others in attendance were: DLZ Reps. Tracy Shoultz, Josh Fields and from Fields Excavating and Tommy Dillon, sewer department.

2 pm – Special Projects Manager Tom White attended the GAS Reconstruct Existing Airport Meeting @ the Airport on behalf of the Commissioners.

3 pm – The Commissioners attended the Preconstruction Meeting for Burkhart Lane Project.

SHERIFF – 6/5/25 REQUEST

President Henry entertained a motion to contribute \$22,916.00 a month from the profit obtained through housing out of County inmates, to the Sheriff's Department for the purpose of fleet maintenance and the purchase of vehicles. Ms. Henry also added to this motion that the proceeds from vehicles sold will come back to the Commission and the approval process for purchases will remain the same. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

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MEETING RESCHEDULED

President Henry entertained a motion to reschedule the July 10, 2025 meeting to Wednesday July 9, 2025 at 9:00 a.m. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

EMPLOYEE HIRE – COMMISSIONERS – AMANDA PHILLIPS

The President entertained a motion to hire Amanda Phillips for the position (unclassified) of Interim County Administrator, to co-administer County business, effective June 30, 2025. This position is 40 hours per week at the pay rate of \$30.00 per hour, to be paid for the combined duties of County Administrator and Clerk to the Board. Jeremy Kroll moved to approve and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

EMPLOYEE HIRE – COMMISSIONERS – JANIE PECK

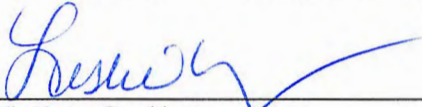
The President entertained a motion to hire Janie Peck for the position (unclassified) of Interim County Administrator, to co-administer County business, effective June 30, 2025. This position is 40 hours per week at the rate of \$30.00 per hour, to be paid for the combined duties of County Administrator and Assistant Clerk to the Board. Jeremy Kroll moved to approve and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

EMPLOYEE HIRE – COMMISSIONERS – AMBER CLARY

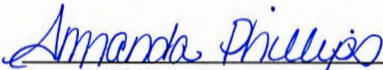
The President entertained a motion to hire Amber Clary for the position of Interim Secretary to the Board (classified position) effective June 30, 2025, 40 hours per week. Ms. Clary will be completing her current duties, plus additional duties at the rate of \$17.00 per hour. Jeremy Kroll moved to approve and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

ADJOURN

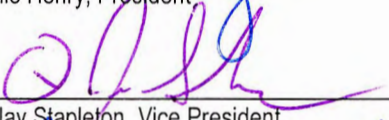
At 4:30 p.m. the President entertained a motion for adjournment. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.



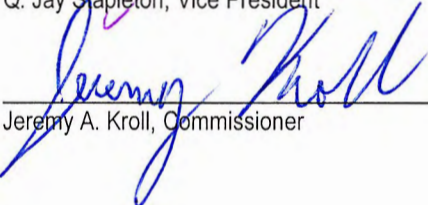
Leslie Henry, President



Amanda Phillips, Clerk to the Board



Q. Jay Stapleton, Vice President



Jeremy A. Kroll, Commissioner