

JANUARY 16, 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 January 9, 2025 minutes. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Auditor	Robert Jacks	1/9	Dublin	Exec Leg. Education Committee Mtg.
Auditor	Robert Jacks	1/10	Hocking County	Southeast District Mtg.
Auditor	Robert Jacks	2/6	Dublin	Exec Leg. Education Committee Mtg.
Auditor	Robert Jacks	3/6	Dublin	Exec Leg. Education Committee Mtg.
Auditor	Robert Jacks	4/3	Dublin	Exec Leg. Education Committee Mtg.
Auditor	Robert Jacks	4/11	Fairfield County	Southeast District Mtg.
Auditor	Robert Jacks	5/7	Columbus	CAAO Legislative Reception
Auditor	Robert Jacks	5/8	Dublin	Exec Leg. Education Committee Mtg.
Auditor	Robert Jacks	6/3-6/6	Dayton Ohio	CAAO Summer Conference
Auditor	Robert Jacks	7/10	Dublin Ohio	Exec Leg. Education Committee Mtg.
Auditor	Robert Jacks	7/11	Belmont County	Southeast District Mtg.
Auditor	Robert Jacks	8/7	Dublin	Exec Leg. Education Committee Mtg.
Auditor	Robert Jacks	9/4	Dublin	Exec Leg. Education Committee Mtg.
Auditor	Robert Jacks	10/2	Dublin	Exec Leg. Education Committee Mtg.
Auditor	Robert Jacks	11/18-11/21	Dublin	CAAO Winter Conference

The President entertained a motion to approve travel requests as submitted. 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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2024 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
1/12	4	0	0	0	3	0	0	0	3	19	0	0	0	7

ENGINEER – RESOLUTION FOR LIABILITY INSURANCE

County Engineer Brett Boothe presented the following Resolution for approval:

Whereas, Ohio Revised Code requires the Board of County Commissioners to pay for liability insurance,

Whereas, the Board of County Commissioners have purchased liability insurance through CORSA,

Whereas, the Gallia County Engineer purchases equipment and materials for road and bridge work are purchased with gasoline excise tax and motor vehicle registration fee revenue.

Whereas, the Ohio Constitution, Article 12 section 5A states, "No moneys derived from fees, excises or license taxes relating to registration, operation, of use of vehicles on public highways... shall be expended for other than costs of payment of highways costs for construction, reconstruction, maintenance and repair of public highways and bridges....".

Whereas, liability insurance is not a cost in accordance with the Ohio Constitution and should not be paid by the road and bridge funds,

Whereas, the Gallia County Engineer requests the Gallia County Board of Commissioners to pay the liability insurance aka CORSA using General Funds,

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Whereas, the Gallia County Engineer requests the Gallia County Board of Commissioners to file a claim and deposit all approved claims arising from equipment, road, culvert, or bridge damages that were paid for using M&R funds to be deposited 100% into the M&R account immediately upon the County receipt of funds from the insurance/CORSA

Be it Resolved, the Gallia County Board of Commissioners shall pay all liability insurance aka CORSA, covering all equipment, roads, bridges, culverts, facilities, properties and all other direct or indirect liability costs associated the Gallia County Engineer Office with general funds.

Be it Further Resolved, the Gallia County Board of Commissioners shall deposit 100% of all approved claims arising from equipment, road, culvert, bridge or other M&R maintained damages that were paid for using the County Engineer M&R funds into the County Engineer M&R account immediately upon the County receipt of funds from the insurance/CORSA.

Commissioner Kroll moved and Commissioner Stapleton seconded the motion. Roll call: Ms. Henry, nay; Mr. Stapleton, yea; Mr. Kroll, yea.

Passed: January 16, 2025

DISCUSSION FROM THE BOARD AND ENGINEER:

Commissioner Leslie Henry: "I want to read and share some of the research that I have done in this regard. I shared last week that whether we all agree or disagree, personally I believe this all a fair share deal but I also want to honor what statute says about paying and what funds can be utilized. In my research and working through things with CCAO and there are several things that I want to read and share regarding allocating costs of insurance to the Engineer's Highway Department to be paid from the Motor Vehicle License and Gas tax fund.

The first thing I want to share is that despite clear authority under the Ohio Revised Code, three Ohio Attorney General Opinions and a ruling by the Auditor of State and I am going to go through several sequential dates starting in October, 1995 that such payments could be made, some county engineers, at the urging of the County Engineer's Association of Ohio (CEAO), refused to pay for their proportional costs of providing insurance coverage resulting in the cost being absorbed by the county general fund.

The first of the three Ohio Attorney General Opinions is 1988 OAG No. 88-067, which held that such revenues may be used to pay the portion of the costs of a county's self-insurance program which are allocable to liability imposed with respect to the county's duty to keep its roads in repair.

The second is 1994 OAG No. 94-031, which held that such revenues may be used to pay the portion of the costs of insurance which are allocable to liability imposed for acts or omissions of the county engineer or his employees while operating motor vehicles or other heavy equipment or machinery.

The third opinion came in 1997 and stated that a settlement or judgment could be paid from such revenues, and the opinion also re-affirmed the preceding two opinions.

The Auditor of State Bulletin 95-014 stated that under ORC 315.12, the cost of liability insurance may be allocated to and paid out of the portion of the county engineer's budget that is funded with state motor vehicle license tax and motor vehicle fuel tax funds.

In September 2003, the big push came from the Knox County Engineer and Knox County Commissioners. Both the trial court and the appellate court ruled in favor of the commissioners, declaring that it was constitutional to pay CORSA program costs from MVGT funds.

Now in 2006, there was a case, it was Knox County Board of Commissioners vs Knox County Engineer and the court at that time ruled in favor of the engineer and stated that the record in the case did not contain sufficient evidence regarding whether the specific insurance premiums at issue were directly connected with a highway purpose. The Court did go on to say that if the record had contained information linking the premiums with a highway purpose, the outcome of the case would have been different.

On November 27, 2012 the Ohio Supreme Court ruled unanimously in the favor of the commissioners, holding that it is constitutional for the engineer to use motor vehicle license and gas tax funds to pay insurance-related costs associated with the operation of the county engineer's highway department.

CORSA also goes on to explain their methodology to allocate costs among benefitting funds in the county treasury, and that is for all departments, whether it is the Engineer or other various departments. There is a recommended procedure to collect allocated cost of the insurance or self-insurance and deductible's when a department head or elected official refuses to pay. To do that you essentially Calculate the allocated cost of insurance. You send an invoice, If the invoice is not paid within 45 days after receipt of the invoice, send a letter of reminder. If the department head or elected officials refuses to pay the invoice or if payment is not received within a reasonable period of time, the commissioners at a regular session of the board should adopt a resolution informing the county auditor of the non-payment of the invoice and asking that the auditor transfer funds equal to the amount of the invoice from the appropriate fund to the general fund pursuant to Division A or ORC Section 2744.082.

I know this has been a back and fourth issue, I know it continues to be a back and fourth issue but the final ruling was that it was constitutional to be paid.

I want to work with Brett, I don't want this to be an issue but at the same time I don't want to set a precedent to our other offices that we continue to absorb because we essentially cannot. In my opinion the AG has given opinions on this, the Ohio Supreme Court gave an opinion on this and I don't think it is wise of this Commission to put it in writing that we exempt him from paying or that 100% of those proceeds are automatically deposited into the M&R fund. I intend to be fair, I want to be fair. If you purchase equipment, I believe that you need to replace that. But from the information that has been presented and the information that I have researched, it only makes sense that in order for 100% of the proceeds to be given I think we need a contribution, that is just my opinion."

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County Engineer Brett Boothe: "I can agree with just about everything you said. But here is where the issue lies. It is a may, not a should or a shall so I choose not to pay that. Now I understand some of the avenues you referred to, I agree with most, I may agree with all but I haven't been able to validate it all so I can't say that. A part of the problem is, in the testimony, in the transcript, page 54 of the Knox County Engineer/Knox County Commissioners and the Ohio Supreme Court, a CORSA representative for the County testified under oath that they could not break the bill down per loss and exposure the way that it specifically stated in Ohio Revised Code, and the Supreme Court in their decision, you left that out specifically stated. So the way this bill is divided, even though it would go to the Auditor, he can't legally approve anything that is not constitutional or not statutory. He has that obligation as County Auditor. So with that said, they've taken the invoices and they've said ok, this is how much the invoice is and divide it by 3 between auto, general liability and I think it's facilities and once they take that division they've used a system to divide it up that is not conducive to State Law. Even if I wanted to pay that bill, which I do not, it's may not a should or a shall, that is not a legal bill."

Commissioner Q. Jay Stapleton: "I'm going read and share what I have looked up: When the Commissioners invoice CORSA premiums to be paid from Motor Vehicle Gas Tax (MVGT) funds, both the Engineer and the Auditor have a duty to verify that the Constitutional and statutory preconditions are met.

For any payment generally, a condition precedent is that the County Commissioners appropriate sufficient funds for this purpose. Within the Engineer's budget, there is no appropriation from which CORSA premium can be paid, as there is within the Commissioners' budget. Any payment must be done in accord with County accounting principles, just as any other item is budgeted and paid.

On the Supreme Court case, after reviewing the Ohio Supreme Court's most recent decision, the court affirms a limited proposition, that the expenditure of MVGT restricted funds for CORSA premiums does not violate Ohio Constitution Article XII, Section 5a, requiring a "highway purpose." This decision was a "may" not a "shall" or "should". But the Court did not order the County Engineer to pay, nor examine the statutory authority for such an expenditure. Allocation is by statutory authority only:

Ohio Revised Code Sec. 2744.081(A)(4): A joint self-insurance pool (CORSA) may allocate the costs of funding the pool among the funds or accounts in the treasuries of the political subdivisions on the basis of their relative exposure and loss experience. One can see no allocation of relative exposure and loss experience among County accounts. Without CORSA's express allocation, the statutory criteria is not met. In the Supreme Court case, the County witness from CORSA expressly testified that CORSA could not allocate based on exposure or loss. Trial transcript page 54.

While the Supreme Court endorsed "proportionality" as a general math division for considering "highway purpose", still the formula must be accurate and meet the additional statutory requirement of reflecting relative exposure and loss experience. The case related only to the Constitutional requirement of "highway purpose".

Consistently if CORSA had allocated the premium, "among the funds or accounts in the treasuries of the political subdivisions," there would be uniformity of appropriations for all County funds against which the CORSA proportions are calculated. Thus, the invoice is arbitrary, seeking only to divert money intended to repair Gallia County Highways.

This lack of calculation on exposure and loss experience can be seen also in the arbitrary use of different criteria among coverage, as the formula methodology changes.

For General Liability and Public Officials' liability, the invoice uses payroll, not number of employees or any criteria relating to risk or loss. As the coverage pays expressly for damages related to litigation, historical litigation losses must be compared across all County departments.

For Auto, the invoice uses number of vehicles without regard to depreciated replacement value, loss, or risk (such as the Sheriff's higher risk due to high-speed chases), and does not distinguish which vehicles are used for "highway purpose", or for that matter, the proportion of total mileage for a particular vehicle when in use for "highway purpose".

For property, the invoice uses figures with a valuation of uncertain source, no analysis of "highway purpose", and without regard to loss or risk. The calculation obviously includes non-highway purpose property such as "property in the open". Further, as regards Property coverage costs, in review of the numbers, if the figures could be used, as listed for "Salt bin, SCC/Engineers Office, Property in the Open, Garage", they are disproportionately high and should be adjusted.

The historic "highway purpose" restriction took effect January 1, 1948 intending the express protection from general revenue roads on puns intended for highway construction. Any attempt by the board to divert these funds to the exclusion of accessing any other department funds, will be just the beginning of finding other county expenses to reduce the funds available to repair Gallia County Highways. For this reason, adherence to the Constitutional intent and the correct applications of the law must continue.

Other general and non-general funded departments in Gallia County do not use MVGT funds, and therefore may not have the same or similar restrictions.

CCAO and CEAO positions on October 11, 2013, both recognized how contentious the issue had become and agreed that it is in our mutual best interest to foster a path that will avoid any additional litigation. Both sides encouraged commissioners and engineers to work out a mutually agreeable solution at the county level.

In summary, the Supreme court case stated it "may" not a "shall" or a "should" be paid for with MVGT. However, even if the Engineer wanted to pay the invoice, which the Engineer does not, the costs on the invoice are not on the basis of relative exposure and loss experience which makes these invoice not valid statutorily. The Engineer and commissioners will continue to work together for the benefit of Gallia County and constituents.

My opinion is the 25,000.00 is better spent on our roads and bridges."

Commissioner Kroll: "I don't like that we've had this issue for 16 years. That is holding us back as a county. In my opinion, he hasn't paid it in 16 years, and unless you're willing to take him to court to resolve it and according to Jay's analysis, they suggest we don't do that. My opinion is his money go to the roads and the bridges. That fund line is not

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our fund line. I think it's an overreach of the Commissioners' office in any county. My goal is to move forward and work with the Engineer and maybe he can help us if we are in a situation. I realize it has been an issue for Brett's entire engineering career and I understand that they didn't solve it. They kept kicking the can down the road, just like the sewer and every other problem that we have inherited and we are going to clean them all up. I want to continue to move in that direction and I think this is one step in the right direction."

PROFESSIONAL ARCHITECTURAL/ENGINEER (A/E) CONSULTANT SELECTION FOR GALLIA-MEIGS AIRPORT PROJECTS

Grants Administrator Karen Sprague advised the Commission that she published a request for qualifications for Architectural/Engineering Consultant Firms interested in serving as Gallia County's firm of record for airport projects for the period of 2025 to 2029 as required by the FAA. The RFQ legal notice was published on 12/17/2024 with only one firm responding:

- Delta Airport Consultants, Inc. of Cleveland, Ohio

Ms. Sprague presented the Commission with Delta's Statement of Qualifications and a draft evaluation rating 98 points out of 100 possible.

Commissioners reviewed the draft evaluation and Statement of Qualifications submitted by Delta Airport Consultants, Inc. Karen Sprague provided the following recommendation: "Gallia County has worked with Delta Airport Consultants, Inc. (formerly Whitworth-Borta Co.) since 1999. All projects have been completed within budget and for the most part on time with delays due to weather or parts being on backorder – not the fault of the engineering management team. The Delta staff responds almost immediately to any requests that I have made of them. All project grant applications that have been submitted on Gallia County's behalf have received funding. Since 1999, I have spoken on several occasions with representatives from all 4 of Delta's reference airports and all advised they have remained with Delta because of the excellent service they provide for their projects and assisting them to be compliant with all FAA regulations. I recommend Gallia County continue working with Delta as our Airport Consultant."

Based on the recommendation of Ms. Sprague, Jeremy Kroll made and Q. Jay Stapleton seconded a motion for Gallia-Meigs Airport Consulting Services to remain with Delta Airport Consultants, Inc. for the 5-year period of 2025 to 2029. Roll call votes: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**FAA BIL GRANT 2024 DRAW #4 APPROVAL
GALLIA-MEIGS REGIONAL AIRPORT PROJECT**

Commission received from Delta Airport Consultants the FAA BIL grant 2024 draw #4 forms requesting \$69,212.58 from the County's FAA grant for the 65/95% share of the following invoices:

- Delta Airport Consultants Inv # 23047 CA-4 - \$30,559.57
- Delta Airport Consultants Inv # 23048 CA-4 - \$32,589.93
- Total = \$63,149.50
- 65/95% FAA grant = \$38,994.82
- Co. ED Funds Match = \$16,134.70
- Co. Gen Funds Match = \$8,019.98
- S-P-21-1AY-1 ARC Grant Match = \$0.00
- ARPA Grant Fund #384 Match = \$0.00
- Total Local Match = \$24,154.68

Ms. Henry entertained a motion to approve and sign the grant draw #3 forms for payment of engineering & administration invoices as presented.

Jeremy Kroll moved and Q. Jay Stapleton seconded this motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

RESOLUTION – ODOT M25-12 GRANT CONTRACT

Grants Administrator Karen Sprague presented the Commission with the FY 25 ODOT Aviation Grant contract in the amount of \$7,030 for approval and signing. Ms. Sprague noted this completes the funding for the Airport Rotating Beacon project for the entire \$140,600, noting project funding as follows:

- FY24 FAA AIP grant \$126,540
- FY25 ODOT Aviation grant \$7,030
- FY21 ARC grant \$7,030 out of the total \$250,000 ARC grant

President Henry entertained a motion to approve the FY 25 ODOT Aviation grant contract as submitted. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion to approve. Roll call votes: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

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A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT CONTRACT FROM THE OHIO DEPARTMENT OF TRANSPORTATION – OFFICE OF AVIATION FOR FUNDING UNDER THE FY 2025 OHIO AIRPORT MATCHING GRANT PROGRAM

ODOT PROJECT NUMBER: M25-12, Rehabilitate/Replace Airport Rotating Beacon at Gallia-Meigs Regional

WHEREAS, the Gallia County Commissioners have applied for and received a grant contract from the Ohio Department of Transportation – Office of Aviation for FY 2025 funding under the Ohio Airport Matching Grant Program for the project listed above.

NOW THEREFORE BE IT RESOLVED:

Section 1. That the President of the Board of Gallia County Commissioners is hereby authorized to sign the Grant Contract for the FY 2025 Ohio Airport Matching Grant Program for ODOT Project Number M25-12.

Section 2. That the FY 2025 Grant Contract amount for the ODOT Office of Aviation state share is \$7,030, the county's local matching share to be paid by Gallia County is \$7,030 and the FAA federal grant share is \$126,540; total project cost is \$140,600.

PASSED: 1/16/2025

SIGNED: Gallia County Board of Commissioners

s/ Leslie R. Henry
Leslie R. Henry, President

s/ Amanda Phillips
Amanda Phillips, Clerk of the Board

s/ Q. Jay Stapleton
Q. Jay Stapleton, Vice-President

s/ Jeremy Kroll
Jeremy Kroll, Commissioner

ODOT M25-12 GRANT APPROPRIATION APPROVAL

Grants Administrator Karen Sprague advised the Commission of the need to request the County Auditor's Office create a new fund, increase the amended certificate for a new fund for the grant titled "ODOT M25-12 Grant", give that grant fund number 428, and to appropriate the 7,030 grant into line items as follows:

Appropriate \$5,230.00 into 428.0428.531100 title Rotating Beacon Project

Appropriate \$1,600.00 into 428.0428.531101 title Professional Fees

Appropriate \$200.00 into 428.0428.531102 title Administration

Also, request the County Auditor's Office to create the following revenue line items:

Create 428.3000.400100 ODOT M25-12 Grant Revenue (\$7,030.00)

Ms. Henry entertained a motion to approve the request to create a new fund and appropriations as presented. Jeremy Kroll moved and Q. Jay Stapleton seconded this motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**CONTRACT SIGNING
OUTREACH CENTER ROOF REPLACEMENT PROJECT**

Grants Administrator Karen Sprague provided the Commission with the contract documents for the FY 2023 CDBG Community Development Grant funded project titled Outreach Center Roof Replacement Project with Brian Moore Construction in the amount of \$150,000.

Ms. Sprague advised the project costs are as follows:

- Roof Replacement contract = \$150,000
- Breech Engineering contract = \$4,000
- Total project costs = \$154,000

Project funding is as follows:

- 2023 CDBG CD Grant = \$77,500
- Outreach Center matching funds = \$6,200 (Outreach \$3,000 + Churches Donation & Fundraiser \$3,200)
- Ohio Valley Bank donation = \$5,500 + \$5,000
- Commissioner Stapleton donation = \$500
- Wiseman Insurance donation = \$500
- County matching funds = \$58,800

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- Total project funds = \$154,000

President Henry entertained a motion to approve and sign the contract documents as presented. Jeremy Kroll made and Q. Jay Stapleton seconded this motion. Roll call votes: Mr. Stapleton, yea; Ms. Henry, nay; Mr. Kroll, yea.

DISCUSSION:

Commissioner Henry: "My position has remained the same on this issue. I don't feel it is the County's responsibility to pay for the roof of a building they do not own."

Commissioner Kroll: "I wasn't here when this decision was made, David Smith made this decision but I am honoring the contract, I want confidence in our county. I was not in favor of funding the roof replacement, however I believe we should pay our debts."

Commissioner Stapleton: "My discussion is the decision to do this was not to harm the county but to help. The Outreach is a non-government building. But this office has given a \$50,000 to a non-government entity with the CIC to expand their sewer project for the betterment of the community. This office also had additionally agreed to contribute \$33,000.00 of its money to help with Burkhart Lane slip repair which wasn't our responsibility. Those are just a couple of examples. Luckily we didn't need it but we were going to help with it. The Outreach center, before COVID, from my information has served between 1800 and 2000 people a year in food boxes alone. They sell clothing for nearly nothing which goes to offset the cost of their two employees and helps pay for the food boxes given out to the community. Coming from a big family, I can relate to and understand the need of these services within our community. Once again, this is something that was no intent to harm the County."

HOPEWELL – LEASE AGREEMENT

DJFS Director Dana Glassburn presented the following Lease agreement for approval: Jeremy Kroll moved to approve the Lease as presented by Mr. Glassburn. Q. Jay Stapleton seconded the motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

THIS AGREEMENT made and concluded at Gallipolis, Ohio, this 16th day of January, 2025, by and between the Board of County Commissioners of Gallia County, Ohio, hereinafter called Commissioners or Lessor and Hopewell Health Centers, 1049 Western Avenue, of Chillicothe, Ohio hereinafter called Corporation of Lessee.

WITNESSETH:

The interests of Gallia County so require, and Ohio Revised Code Section 307.09 so permits a Board of County Commissioners to lease real estate belonging to the county to a Corporation not for profit for purposes consistent with that section; and

WHEREAS, the parties to this agreement, the Board of County Commissioner of Gallia County, Ohio, and Hopewell Health Centers, hereby mutually agree to terminate the prior lease agreement signed January 14, 2020 (the "Prior Lease") effective as of January 16, 2025. The termination of the Prior Lease is agreed upon without any other obligations or liabilities to either party arising under the Prior Lease, except for obligations expressly stated to survive termination as carried forward in this new lease agreement. This new lease agreement, dated January 16, 2025, shall replace the Prior Lease, and govern the terms and conditions of the tenancy as of January 16, 2025. Both parties affirm that they enter into this new agreement voluntarily and without reservation.

WHEREAS, said Corporation desires to lease from Commissioners for appropriate purposes a portion of the properties at 100 Holly Lane and 100 West Avenue, Gallipolis, Ohio, which purposes are not deemed to be inconsistent with the need of such land for public use by the County; and

WHEREAS, a detailed copy of the description of the premises to be subject to the lease is hereby attached, and

WHEREAS, said Commissioners desire to lease to said Corporation a designated portion of the property (campus) located on West Avenue and Holly Lane, Gallipolis, Ohio, specifically the two cottages at 100 Holly Lane and 100 West Avenue for the purpose aforesaid; and

WHEREAS, the parties agree that the Corporation, at no time in the future, will assign or transfer its rights under this agreement; and

WHEREAS, the parties agree that in the event said Corporation does not use the facilities for the purposes expressed herein and fails to abide by the conditions set forth herein, Commissioners will take back possession of said facilities.

NOW, THEREFORE, BE it agreed by and between the parties hereto upon the considerations aforesaid and hereafter as follows:

1. Said area designated by the parties located at the address herein before referred to is

leased to said Corporation for the term of five (5) years commencing January 16, 2025 and ending on January 16, 2030.

2. That the consideration for said Lease shall be the sum of \$10,000 per year per cottage, payable monthly during said term and the benefits conferred upon the populace of this County by having an existing corporation to provide for the

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recognized need. Either party, however, may terminate this lease by giving ninety (90) days written notice of such intention to the other party.

3. The first payment under this lease will be due payable beginning the first of the month (February 1, 2025). Subsequent payments will be due and payable the first of each month hereafter for the term of this lease.

4. Lessee shall have the right and option to renew lease for additional term(s) of five

(5) years, commencing on the expiration of the term hereof, at the same rental and subject to all the terms, covenants and provisions of this lease. Said option shall be exercised by giving Lessor written notice of Lessee's intention to exercise said option no less than thirty (30) days prior to date of expiration of the term hereof, provided no defaults exist in the covenants, agreements, terms and conditions on the part of the Lessee to be kept and performed or in payment or rent hereunder.

5. a. At all times during the term of this Lease, Lessee shall maintain commercial general liability ("CGL") insurance with a limit of not less than \$1,000,000.00 for each occurrence and

\$3,000,000.00 in the aggregate. CGL insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, together with all costs of defense. The defense cost shall be outside of the policy limits. Lessee shall include Lessor and Agency as additional insureds. CGL insurance shall apply as primary over any other insurance afforded to Lessor and Agency. Lessee waives all rights against the Lessor and Agency for damages to the extent there is coverage afforded by Lessee's insurance maintained pursuant to this Lease. Lessee shall provide a certificate of insurance, which must be in a form that is reasonably satisfactory to Lessor and Agency as to the contents of the policies and the quality of the insurance carriers. All insurers must have at least an A (Excellent) rating by AM. Best & Co. Lessee shall name Lessor as an additional insured on the CGL policy.

b. Lessee shall obtain and maintain insurance coverage to protect against claims made regarding Sexual Abuse/ Molestation. This Sexual Abuse/ Molestation coverage shall be required at a minimum to have a \$ 1,000,000 limit. Lessee agrees to indemnify and save Lessor harmless from all loss, cost, and expense by reason of injury to any person or personal property on or about the demised premises, which results from the careless or improper conduct related to abuse/ molestation on the part of Lessee's agents or employees.

6. Lessee shall, at its sole cost and expense, perform or provide the following services required to be performed or provided in regard to the entire Leased Premises:

a) Maintain in a good state of repair or working order the exterior of the Leased Premises and certain systems, including, exterior walls, roof, structural portions of the building, windows, entrance doors, fire escapes, fire alarm and controls, sprinkler systems and controls, heating, venting and air conditioning systems, inside stairways and elevators, and infrastructure of electrical and plumbing systems.

b) Provide water to the Building; pay utility costs, provided to the Leased Premises.

c) Provide and maintain heating and air conditioning uniformly throughout the Leased Premises.

d) Provide exterior lighting components.

e) Provide preventive maintenance for the Building's mechanical systems. Including the addition of hot water tanks and the installation of a water meter for submetering campus, if not already completed for each cottage upon signing of this agreement.

f) Provide and maintain landscaping and landscape services for unpaved areas of the Leased Premises and the Building.

g) Provide for the extermination of, and keep the Leased Premises free from infestation of rodents, pests, and other vermin.

h) Lessee is responsible for maintenance/ upkeep of parking lot and private streets.

i) Cost for upkeep/repair or replacement of any shared systems where

upkeep/repair or replacement cannot be isolated to any individual cottage on the facility will be shared equally between each cottage. Shared systems include but are not limited to: HVAC, underground circulating lines, pumps, boiler, chillers, generators.

7. Lessee agrees to pay, at its own expense any fees incurred by the Lessor to provide property and casualty insurance for the property, if applicable.

8. Lessor shall have the right to make such additions, alterations, and improvements in and to the building on the demised premises as is deemed necessary or desirable provided, however, that in constructing such additions, alterations, or improvements, Lessor does not unreasonably interfere with the operation of Lessee's activities.

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9. Lessee agrees to make no structural changes or alterations in the premises or the improvements thereof without first obtaining Lessor's written consent, and any permissions given by the Lessor to make structural changes or alterations shall be on condition that the work shall be at the Lessee's expense, unless otherwise agreed in writing, and shall be in accordance with the Building Code of the State of Ohio, and shall be such as not to weaken any structure or building. All additions, fixtures, improvements and repairs made upon said premises by Lessee are thereafter the property of the Lessor.

10. In the event that Lessee erects any alterations or improvements to the premises as hereinabove provided, Lessee hereby agrees to and does indemnify Lessor against any mechanics liens that may be filed against the within demised premises for labor, and/or material furnished, and in the event any such lien is filed, Lessee will immediately pay the same and cause it to be satisfied and discharged of record.

11. Lessee shall not commit or suffer any waste or damage to any building or improvements on the demised premises.

12. Lessee agrees that Lessor or its representatives shall have the right at all reasonable times to enter upon and to inspect the demised premises to ascertain that Lessee is carrying out the terms, conditions, and provisions hereof, and to make the necessary repairs, improvements and alterations as hereinabove provided.

13. Lessee shall, upon termination of the lease by lapse of time or otherwise, surrender up and deliver the premises together with all improvements made thereon by Lessee in as good order and repair as when first received or constructed by him, reasonable wear and use thereof and damage by fire and the elements excepted.

14. Lessee agrees to indemnify and save Lessor harmless from all loss, cost and expense by reason of injury to any person or personal property on or about the demised premises, which results from the careless or improper conduct on the part of Lessee's agents or employees. Lessee further agrees to carry public liability insurance in the amount sufficient to cover its use of said premises.

15. It is distinctly understood between the parties hereto that all agreements and Understandings of any character heretofore had between them are embodied in this instrument, and no changes shall be made herein unless the same shall be in writing and duly signed by the parties hereto in the same manner and form as this lease has been executed.

16. Lessor hereby grants Lessee interest in the cottage located at 300 Holly Lane Gallipolis, Ohio solely to meet the grant requirements contained in the Ohio Department of Mental Health Services Capital Grant MH- 1264 which requires HHC to provide pediatric behavioral health services on site for youth housed at the cottage for 10 years commencing March 1, 2024 and ending on March 1, 2034 regardless of who utilizes said cottage. However, Lessor does not accept responsibility for the Capital Grant MH-1264 requirements and shall be held harmless of any requirements, penalties, etc.

17. In consideration for said interest in 300 Holly Lane Gallipolis, Ohio, Lessee agrees to provide pediatric behavior health services on site for youth housed at 200 Holly Lane Gallipolis, Ohio, (as needed). HHC hereby agrees to charge cost of services to appropriate insurance and uninsured costs will be charged at or below the rates set by Ohio Department of Medicaid (ODM), unless otherwise mutually agreed upon by HHC and the cottage tenant. As such, any lease for either cottage shall include said requirement and corresponding agreement pertaining to the two cottages.

18. Lessor will provide Lessee the right of first refusal to lease cottages at 200 and 300 Holly Lane Gallipolis, Ohio, through March 1, 2034 should the Public Children Services Agency (PCSA) project planned for said cottages or any other lease/project operated in either cottage ends.

19. Lessee shall maintain insurance coverage as to its own contents and personal property and any personal property in the demised premises shall be kept at the risk of the Lessee only, and Lessor shall not be liable for any damage to said personal property, or said premises or to Lessee arising from the bursting or leaking of water or steam pipes, or from the accident or neglect of any other person whatsoever other than willful or negligent acts of the Lessor, its officers, agents, servants or employees.

***The full Lease is on file at the Commissioners office.**

DJFS – EXECUTIVE SESSION

At 10:35 a.m. the president entertained a motion to enter into executive session with DJFS Director Dana Glassburn concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. This particular session is focused on the potential hiring and offering of a position to a candidate. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea. Returned to regular session at 10:46 a.m.; No action taken.

CREATE NEW FUNDS

Gallia County Administrator, Brian Rutherford, presented the Commission with a request to create a new fund line for payment of the Middleton Estates auction sale proceeds. The President entertained a motion to approve and accept the request, and hereby requests the County Auditor's Office to create a new fund entitled "Middleton Estates Sale"

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and give that fund number **429**. Also, that the County Auditor's Office would appropriate the auction sales proceeds in the amount of \$422,825.00 into the newly created revenue line.

Expense Line Items needed are as follows:

Creation of 429.0429.531100 – Other Expenses

Also, create one revenue line item for funds pay-ins as follows:

Create 429.3000.400100 – Auction Revenue, and appropriate \$422,825.00 into this revenue fund line.

Jeremy Kroll moved to approve the new fund lines as presented by Mr. Rutherford. Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

EMS – NEW HIRE

Keith Wilson, Director of EMS, recommended the part time hire of Emily Carroll as Emergency Medical Technician-Basic. This is a classified position with a 90-day probationary period at a rate of pay of \$ 17.52 per hour in accordance with the EMS- UMWA Bargaining Unit Agreement. Her part-time hours will vary depending on availability up to 29 hours per week. Her start date pending background checks will be 1/25/2025. President Henry entertained a motion to hire Ms. Carroll as recommended by Mr. Wilson. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

EMPLOYEE HIRE – 911 – DONOVAN NATE YONGUE

911 Director Sherry Daines recommended to hire Donovan Nate Yongue, who was hired as a part-time employee at the 911 center on April 25, 2022, as a full-time employee effective January 25, 2025, with a one-year probationary period and a pay rate of \$16.00 per hour. The president entertained the motion to hire Mr. Yongue full-time as recommended by Mrs. Daines. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

EMA – TOWNSHIP CONTRACTS

EMA/911 Director Sherry Daines met with the Commissioners to have them all sign the last remaining Contract to Furnish Emergency Management from the Village of Vinton. No action taken.

MARSH MCLENNAN AGENCY

Brendan Murray, Michelle Hanna and Tyson Marlowe with Marsh & McLennan Agency all met with the Commissioners for their quarterly meeting. Items discussed were:

- Quarterly Health Plan Utilization Review
- Alignment of Renewal Dates to correspond with Medical/Dental
- Vision Plan – COBRA notices
- Enrollment Management Services Phase 2 Study

No action taken.

BUDGET COMMISSION

Auditor Jacks and Treasurer Steve McGhee met with the Commissioners on behalf of the Budget Commission to discuss the County's financial stability. Mr. Jacks shared some numbers and discussed some of the financial challenges the County has faced such as an increase in health care, an uncompleted sewer project that is over budget by a significant amount, a sewer system that has yet to bring in enough revenue to cover the operational and maintenance costs and a struggling EMS system. Auditor Jacks wanted this all brought to the Commissioners attention and expressed the importance of working together to insure that the County does not go in the wrong direction financially. No action taken.

COMMISSIONER MEETINGS – LIVE STREAM

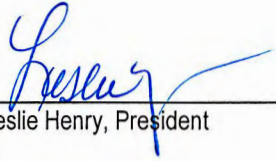
Commissioner Kroll expressed his interest in live streaming all Commissioner meeting. He asked that this be something the Commission looks into as far as cost and guidelines. No action taken.

*3 pm the Commissioners attended the Monthly Landbank Meeting.


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ADJOURN

At 4:00 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.



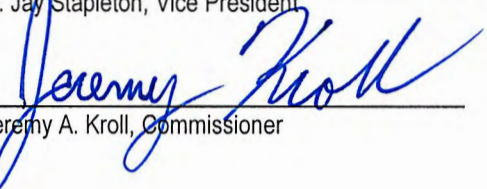
Leslie Henry, President



Amanda Phillips, Clerk to the Board

Absent

Q. Jay Stapleton, Vice President



Jeremy A. Kroll, Commissioner