

MAY 29, 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 May 22, 2025 minutes. Jeremy Kroll moved and Q. Jay Stapleton 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
5/25	6	2	0	0	10	0	0	0	0	16	0	0	0	13

AUDITOR- EXECUTIVE SESSION

At 9:26 a.m. the president entertained a motion to enter into executive session with County Administrator Brian Rutherford, Auditor Robert Jacks and his employee Susan Hill concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. 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 9:38 a.m.; No action taken.

38 AM
AP

AUDITOR – EMPLOYEE HIRE

County Administrator Brian Rutherford requested from the Commission permission for Auditor Jacks to hire a full-time employee, rate of pay \$15.00 per hour, classified position with benefits and a one-year probationary period. Jeremy Kroll moved to allow Mr. Jacks to hire the new employee as requested, Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

GRANT ADMINISTRATOR

Grant Administrator Karen Sprague notified the Commissioners that she will be submitting the RFQ/RFP Response for Administration of various CDBG, FAA, ODOT Aviation, ARC, USDA, OPWC, OWDA & ARPA Grant/Loan Programs. No action taken.

DJFS – CONTRACT EXTENSION

Director Dana Glassburn presented the following Contract Extension for approval. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
PURCHASE OF SERVICE CONTRACT
CONTRACT EXTENSION NO. 2**

This extension will amend/extend the Ohio START Coordinator contract, originally dated October 1, 2023 through June 30, 2024 with Extension No. 1 effective July 1, 2024-June 30, 2025 and Extension No. 2 to be effective July 1, 2025-June 30, 2026 between the Gallia County Department of Job and Family Services (GCDJFS) and Bethany Bolin for the purchase of service under authority of Ohio START.

I. Extension of Contract

The original contract was to end June 30, 2024. This statement is to extend the current Ohio START Coordinator contract as per the section "Extension" of the 2023 Request for Proposal and section "XXXV Amendments" of the Purchase of Service Vendor Contract. This extension will be in effect July 1, 2025 through June 30, 2026.

II. Budget Increase

Effective July 1, 2025, the budget will increase \$485.29 to reflect a total budget for SFY26 of \$16,661.57. This increase covers a 3% increase in salaries and additional for expenses to promote the program.

DJFS – SUBGRANT AGREEMENT

Director Dana Glassburn presented the following Subgrant Agreement for approval. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
RECITALS**

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3rd Avenue, Gallipolis OH 45631 and Gallia-Vinton Educational Center (hereinafter

MAY 29, 2025

referred to as "SUBGRANTEE ESC") (Unique Identifier G6A7TXMJX9G5) at P.O. Box 178 Rio Grande, Ohio 45674 SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement. This Subgrant is made pursuant to the following federal award: CCMEP TANF CDJFS Lead, CFDA 93.558 (original award date 10/17/2024; FAIN# 2501OHTANF) Temporary Assistance to Needy Families Block Grant, as administered by the U.S. Department of Health and Human Services, Federal Award signed on 10/30/2021 and the CCMEP WIOA Youth Program CFDA 17.259 (original award date 6/21/2024 24A55AY000050). At the time of signing the subgrant the FFY24 TANF CFDA Federal Award and the CCMEP WIOA YOUTH award had not been signed. CDJFS will place updated Federal Award sign date once received. This Subgrant is not for research and development purposes.

DJFS – SUBGRANT AGREEMENT

Director Dana Glassburn presented the following Subgrant Agreement for approval. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
RECITALS**

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3rd Avenue, Gallipolis OH 45631 and Gallia-Vinton Educational Center (hereinafter referred to as "SUBGRANTEE ESC") (Unique Identifier G6A7TXMJX9G5) at P.O. Box 178 Rio Grande, Ohio 45674 SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

This Subgrant is made pursuant to the following federal award: TANF, CFDA 93.558 (original award date 10/30/2023; (FAIN# 2501OHTANF) and Benefit Bridge TANF CFDA 93.558 original award date 10/17/2023 (FAIN# 2501OHTANF), Temporary Assistance to Needy Families Block Grant, as administered by the U.S. Department of Health and Human Services. At the time of signing the subgrant the FFY25 TANF CFDA Federal Awards had not been signed. CDJFS will place updated Federal Award sign date once received. This Subgrant is also made pursuant to the following state award: Benefit Bridge Non-TANF. This Subgrant is not for research and development purposes.

***The full agreement is on file in the Commissioner's Office.**

DJFS TITLE IV-D – PROSECUTOR CONTRACT

Dana Glassburn, DJFS Director presented the following contract for approval:

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Gallia County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Gallia County Prosecutor's Office (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 7/01/2025 through 6/30/2026, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: Criminal Non-Support services for the Common Pleas Court and General Division Magistrate. The unit case rate includes direct and indirect costs associated with the Common Pleas Court. Billable units shall be an hour of service on IV-D case which are criminal non-support orders that include hearing times, prep work, and any follow up to any related materials that result in the collection on criminal non-support orders.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).
3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$89.57 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
 - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$366,484.88
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
 - 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

MAY 29, 2025

	Amount	Source
Non-Federal Share	\$124,604.86	Local Sources
FFP Reimbursement	\$241,880.02	
Total IV-D Contract Cost	\$366,484.88	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

The Full IV-D Contract is on file and is available at the commissioner's office

Q. Jay Stapleton made and Jeremy Kroll seconded the motion to approve and sign the contract. Roll call Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

DJFS – SUBGRANT AGREEMENT

Director Dana Glassburn presented the following Subgrant Agreement for approval:

**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
RECITALS**

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3rd Avenue, Gallipolis OH 45631 and Gallia-Vinton Educational Center (hereinafter referred to as "SUBGRANTEE ESC") (Unique Identifier G6A7TXMJX9G5) P.O. Box 178 Rio Grande, Ohio 45674 SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement at This Subgrant is made pursuant to the following federal award: Promoting Safe and Stable Families CFDA # 93.556 (original award date 10/01/2019; FAIN# 2001OHFFTA) Promoting Safe and Stable Families, This Subgrant is not for research and development purposes.

Q. Jay Stapleton made and Jeremy Kroll seconded the motion to approve and sign the contract. Roll call Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

DJFS – SUBGRANT AGREEMENT

Director Dana Glassburn presented the following Subgrant Agreement for approval:

**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
RECITALS**

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3rd Avenue, Gallipolis OH 45631 and Safe Opportunity Foster Alliance (SOFA) (hereinafter referred to as "SUBGRANTEE") (Unique Identifier 33-4367314 at address 300 Holly Lane, Gallipolis, Ohio 45631 SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

This Subgrant is made pursuant to the following federal award: Promoting Safe and Stable Families CFDA # 93.556 (original award date 10/01/2019; FAIN# 2001OHFFTA) Promoting Safe and Stable Families, This Subgrant is not for research and development purposes.

Q. Jay Stapleton made and Jeremy Kroll seconded the motion to approve and sign the contract. Roll call Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

DJFS – SERVICE CONTRACT

DJFS Director presented the Commissioners with the Gallia County Department of Job and Family Services Purchase of Service Contract G-SFY25-0007. This Contract is between the Gallia County Department of Job and Family Services and Career Connections for the purchase of Payroll Processing, Employer of Record. Jeremy Kroll moved to approve the contract as presented by Mr. Glassburn, Q. Jay Stapleton seconded the motion. Roll call Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

DJFS – RESOLUTION

DJFS Director Dana Glassburn presented the following Resolution for approval:

RESOLUTION TO INCREASE THE CAPITAL ASSET THRESHOLD FROM \$5,000 TO \$10,000 PURSUANT TO UNIFORM GUIDANCE (2 CFR § 200.1)

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

MAY 29, 2025

WHEREAS, the Gallia County Board of Commissioners is committed to maintaining accurate and compliant financial reporting in accordance with federal and state regulations; and

WHEREAS, the Office of Management and Budget (OMB) has revised the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly referred to as the Uniform Guidance; and

WHEREAS, the Office of Management and Budget (OMB) issued revisions to the Uniform Guidance on April 22, 2024, effective October 1, 2024, including updates to 2 CFR § 200.1 that acknowledge a \$10,000 capitalization threshold as a reasonable minimum for classifying expenditures as capital assets; and

WHEREAS, the current Gallia County capital asset threshold of \$5,000 was established by resolution on July 19, 2007; and

WHEREAS, increasing the capitalization threshold will reduce administrative burden while aligning with best practices and federal standards, and will not materially impact the County's financial reporting or asset management; and

WHEREAS, the County Auditor has reviewed this proposed change, taking into consideration financial reporting standards, materiality, and the implications for the County's generally accepted accounting principles (GAAP) conversion, and supports this change in capitalization policy; and

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

1. That the County's capital asset threshold for financial reporting purposes is hereby increased from \$5,000 to \$10,000 and shall apply to all capital acquisitions made on or after the effective date of this resolution.
2. That all assets currently capitalized with acquisition costs between \$5,000 and \$10,000 shall be accounted for in accordance with GAAP.
3. That the Board of Commissioners acknowledges and appreciates the County Auditor's expertise and role in reviewing the proposed change, including considerations of financial reporting standards, materiality, and GAAP conversion implications, and understands that this resolution will be reflected in the County's accounting policies, procedures, and documentation.

PASSED AND ADOPTED by the Gallia County Board of Commissioners this 29th day of May, 2025.

President Henry entertained a motion to approve the above resolution; Q. Jay Stapleton moved for passage of the Resolution; and Jeremy Kroll seconded the Resolution. Upon roll call, the vote resulted as follows: Leslie Henry, (Yes), Q. Jay Stapleton, (Yes), Jeremy Kroll, (Yes)

DJFS – VEHICLE LEASE AGREEMENT/SOFA

Kathy Campbell, DJFS presented the following Lease agreement for approval. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

is Lease Contract is entered into between: Safe Opportunity Foster Alliance hereinafter called "LESSEE" and Gallia County Board of Commissioners/ Gallia County Department of Job and Family Services, hereinafter called "LESSOR", organized and operating as an Ohio County.

THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. DESCRIPTION OF THE PROPERTY: LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, in an "as is" condition under the terms and conditions herein:

Vehicle: Year 2015 Make Jeep Body Cherokee Model EX

Color White VIN: 1C4PJMCCBFW744004 License 750ZIZ Exp N/A

Odometer _114,100__

2. AMOUNT / TERMS. ORIGINAL VALUE: Estimated Value Total of \$6,844.

The fixed lease is for 36 months with annual payments of one dollar \$1.00 with payments due on the first day of the first full month of each twelve (12) month period included within the lease term. This lease does not have a limit as to miles per year.

3. INSURANCE: During the term of the lease and until the return of the vehicle, the LESSEE will maintain insurance acceptable to the LESSOR. The following minimum coverages will apply:

a. Comprehensive fire and theft coverage and collision coverage, each for actual cash value of the vehicle and with a maximum deductible of \$2,500; and

MAY 29, 2025

b. Liability insurance for at least:

- i. \$100,000 per person and \$300,000 per occurrence for bodily injury or death; and
- ii. \$50,000 per occurrence for property damage.

The LESSEE will list LESSOR as payee for the coverages in 3a and as "Additional Insured" for the coverages in 3b. If the LESSEE carries excess or umbrella liability insurance, it will include LESSOR's interest to the extent permitted by law. Lessee shall be responsible for the payment of any and all sums up to the deductible amount in the event of any occurrence.

The LESSEE will give written proof of insurance coverage upon request. Also, the LESSEE will inform LESSOR at least 30 days in advance, in writing, if any term of insurance changes or the policy has been cancelled. If the LESSEE fails to maintain the required insurance, or fail to provide you proof of insurance, they will be in default.

For claims arising under insurance that concern physical damage to the vehicle, the LESSEE will appoint the LESSOR as their attorney-in-fact to initiate, settle, or release the claim. They may also sign any proofs of claim or loss on behalf of the LESSEE, and receive and sign for the LESSEE on any settlement, draft, or check. LESSEE also gives a security interest in any money paid under my insurance.

PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED BY OTHERS IS NOT INCLUDED IN THIS LEASE.

4. DAMAGE, DESTRUCTION, OR LOSS OF VEHICLE: If, during the term of this Lease and until the return of the vehicle, it is damaged, destroyed, stolen, abandoned, or taken by any judicial or governmental authority, the LESSEE will remain financially responsible. The LESSEE shall notify LESSOR within 10 days of any of these events.

5. LESSEE shall pay all fees associated with this lease which may includes licensing, insurance, transportation, taxes, and other fees not necessarily fixed under this agreement.

6. NO ABATEMENT OR SETOFF: LESSEE agrees that the sums payable to LESSOR shall not be subject to any abatement whatsoever, nor subject to any defense, set-off, counterclaim, or recoupment by reason of any damage to or loss or destruction of said property.

7. ALL FEES PAID UNDER THIS CONTRACT ARE NON-REFUNDABLE.

8. LICENSES, TAXES, FEES, EXPENSES: In addition to fixed rentals, sales tax, initial and subsequent license and registration fees, LESSEE agrees to pay all costs, expenses, fees, and charges in connection with the use and operation of the property during the term of this Lease, as well as any and all increased or added sales taxes, personal property, and other ad valorem taxes and assessments and/or other governmental charges whatsoever on the said property, or on the use, ownership, possession, Lease, transportation, delivery, or operation of the same. LESSEE agrees to reimburse LESSOR for the full costs, expenses, taxes, fees, and other charges paid by LESSOR in which LESSEE is obligated to pay.

9. NO AGENT OR EMPLOYEE OF LESSOR SHALL HAVE THE POWER TO WAIVE ANY OF THE TERMS OR PROVISIONS HEREOF, or to incur additional obligations on behalf of LESSOR unless such waiver or additional obligations are evidenced by an agreement in writing signed by a duly authorized officer of LESSOR and by the LESSEE.

10. USE OF PROPERTY: LESSEE agrees that during the term of this Lease, they will use the property in a safe and careful manner for lawful purposes but specifically it is to be used by the employees or officers of LESSEE for the provision of provision of services to individuals with developmental disabilities to the citizens of Gallia County. LESSEE agrees to indemnify and hold LESSOR harmless from any fines or penalties for violation of any laws or illegal use of the property.

11. ASSIGNMENT/SUBLEASING: LESSEE agrees that they will not assign, transfer, sublet, or in any way rent or lease its rights hereunder and will not lien or cause to be liened the property described herein.

12. MAINTENANCE & REPAIRS: LESSEE agrees to be responsible to maintain to the property in good working order and in accordance with section 4513 of the Ohio revised code, safety standards as set forth by NHTSA and any other ordinances and regulations regarding the safe condition of vehicles and not to misuse or abuse it. In the event of a violation of this provision, Lessor shall have the right to repossess the property.

13. DAMAGE, DESTRUCTION OR THEFT: LESSEE assumes the entire risk of loss or damage to the property from any cause whatsoever and the obligation of the LESSEE shall not be affected in any manner irrespective of any damage, loss, or destruction thereof.

14. INDEMNITY: LESSOR shall not or under any circumstances be liable for any damage or injuries to persons or property suffered or sustained in the use, condition, or operation of the property and all such claims are specifically waived by LESSEE. LESSOR makes no warranties, expressed or implied, as to the condition of the property or its fitness for any particular purpose. LESSEE agrees to and does hereby hold LESSOR, its agents and employees, free and harmless from any and all losses, costs, demands or liability of any kind whatsoever, including legal costs and

MAY 29, 2025

attorney's fees. Upon demand, LESSEE shall defend at LESSEE's own expense, any claims brought against LESSOR.

15. TERMINATION OR DEFAULT: For any reason of termination of this contract, LESSOR shall have the right to take possession of the property.

Either party may terminate this agreement, for any reason, with Sixty (60) days written notice. If terminated before the end of the current lease period, a prorated portion of the lease payment shall be returned to LESSEE.

16. ATTORNEY'S FEES/LEGAL COSTS: In the event LESSEE shall default hereunder, LESSOR shall be entitled to recover from LESSEE, in addition to all other damages, all costs and expenses, including court costs and reasonable attorney's fees by LESSOR to enforce its rights.

17. TITLE: The Title to the property shall at all times remain in the possession of LESSOR or its nominees, successors, or LESSOR may at any time, sell or assign this contract, including its interests in moneys due here under.

18. SEVERABILITY, WAIVER, ENTIRE AGREEMENT: Any provisions of this contract which shall prove to be invalid, void, or illegal will in no way affect, impair, or invalidate any other provision hereof and such remaining provisions shall remain in full force and effect. The parties hereto have read this entire Lease and do hereby acknowledge that they are familiar with all of the terms, covenants, and conditions set forth herein and that there are no other representations, warranties, or agreements concerning this contract which do not appear in writing herein. There shall be no alterations, change, or modification of any of the terms, covenants, and conditions of the Lease except in writing and signed by all parties hereto.

DJFS – HOLLY LANE PROPERTIES LEASE

Kathy Campbell, DJFS presented the following Lease agreement for approval. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

LEASE AGREEMENT

THIS AGREEMENT made and concluded at Gallipolis, Ohio, this 29th day of May, 2025, by and between the Board of County Commissioners of Gallia County, Ohio, hereinafter called Commissioners or Lessor and Safe Opportunity Foster Alliance (SOFA), of Gallipolis, Ohio, hereinafter called Corporation or 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, said Corporation desires to lease from Commissioners, for foster care related purposes, a portion of the properties at 300 Holly Lane and 200 Holly Lane, Gallipolis, Ohio, said 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 Holly Lane, Gallipolis, Ohio, specifically the two cottages at 300 Holly Lane and 200 Holly Lane 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 July 1, 2025 and ending on June 30, 2030.
2. That the consideration for said Lease shall be the sum of \$1 per year per cottage, payable annually and the benefits conferred upon the populace of this County by having an existing corporation to provide for the 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 on or before June 30, 2025. Subsequent payments will be due and payable on or before June 30 of each year hereafter for the term of this lease.
4. Lessee shall have the right and option to renew lease for 3 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 payment or rent hereunder. in
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

MAY 29, 2025

extent there 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 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. is to

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 Page 2 of 2 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.

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. as

10. In the event that Lessee erects any alterations or improvements to the premises 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. Page 3 of 2

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 understands that Hopewell Health Centers (HHC) has been granted interest in the cottage located at 300 Holly Lane Gallipolis, Ohio solely to meet grant requirements contained in the Ohio Department of Mental Health Services Capital Grant MH1264 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, neither Lessor nor Lessee accepts responsibility for the Capital Grant MH-1264

MAY 29, 2025

requirements, and both shall be held harmless of any requirements, penalties, etc., born to HHC as a result of this grant.

17. In consideration for HHC said interest in 300 Holly Lane Gallipolis, Ohio, HHC also agreed to provide pediatric behavior health services on site for youth housed at 200 Holly Lane Gallipolis, Ohio, (as needed). HHC agreed 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 (SOFA). As such, this lease must 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 100 Holly Lane and 100 West Avenue Gallipolis, Ohio, for same purpose as stated above, should the lease with Hopewell Health Centers 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. Page 4 of 2 |

WELX COMMUNITY CENTER

Ashli Halley and Amanda Gilbert with WELX Community Center met with the Commissioners to present a vision they have for a Community Center in Gallia County. The Community Center would emphasize creative art, educational excellence, movement/wellness and community outreach. No action taken.

**COMMISSIONERS – BID OPENING
BURKHART LANE SLIP AND CULVERT REPAIR**

BID OPENING – BURKHART LANE SLIP & CULVERT REPAIR PROJECT

The Commission held a bid opening for the Burkhart Lane Slip & Culvert Repair Project starting at 11:00 am Thursday, May 29, 2025. The project was advertised for Contracts A & B as follows:

- Contract A – Slip / Road Repair – Project cost estimate \$280,000.00
- Contract B – Culvert Lining – Project cost estimate \$340,000.00

Bid received were as follows:

Company	Total Bid Contract A	Total Bid Contract B
Culy Contracting		\$314,200.00
Shelly Company	\$279,420.00	

Bids were turned over to Grants Administrator Karen Sprague for review/compliance with bid packet requirements. Copies of bids will also be given to DLZ Project Engineer Gary Silcott for written recommendation of award.

BIDWELL PORTER SEWER – EXPOSED LINE

President Henry entertained a motion to authorize Gary Silcott, DLZ to act on the County's behalf as an agent in the processing of the nationwide permit pre-construction notification and to furnish, upon request, supplemental information in support of the nationwide permit pre-construction notification for the Gallia County Bidwell Sewer Distribution System Remediation Project. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**COMMISSIONERS – BID OPENING
SENIOR RESOURCE CENTER PROJECT**

At 11:15 a.m. President Henry opened the following bids for the Senior Resource Center Project:

Company	Total Bid for Site Prep	Total Bid Building
Golden Giant		\$ 374,700.00
Rod Clary Excavating	\$ 311,867.00	

The bids were turned over to Special Projects Manager Tom White for review and recommendation.

1 PM – The Commissioners attended the GAS Reconstruction Meeting @ the Airport.

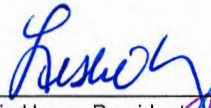
2 PM – The Commissioners attended the monthly Planning Commission Meeting.

3:30 PM – The Commissioners attended the ODOT Informational Meeting @ the library

MAY 29, 2025

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



Q. Jay Stapleton, Vice President



Jeremy A. Kroll, Commissioner