

**February 26, 2026**

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 Jeremy Kroll, present; Commissioner Q. Jay Stapleton, present.

The President entertained a motion for approval of the February 19, 2026 minutes. Jeremy Kroll made and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

2026 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
2/22	14	0	0	0	5	0	0	0	5	17	0	0	0	23

**BOARD OF DEVELOPMENTAL DISABILITIES – BOARD REAPPOINTMENT**

The Commissioners received the following letter from Gallia-Jackson-Meigs Board of Developmental Disabilities Superintendent Laura Johnson:

*February 24, 2026  
Gallia County Commissioners  
18 Locust Street  
Gallipolis, Ohio 45631*

*Dear Commissioners:*

*The Gallia County Board of Developmental Disabilities was informed that one of our board members is resigning, Rayanna Stinson, a community representative, announced she would be resigning and would not be able to complete her term.*

*Deborah Caldwell, 190 Left Fork Rd, Gallipolis, Ohio, is willing to serve the remainder of Rayanna Stinson's term on our board. Deborah will serve as a community member.*

*I recommend Deborah for appointment to the Gallia County Board of DD.*

*The term of Deborah's appointment will be March 18, 2026 thru January 21, 2030.*

*Thank you in advance for your consideration and attention to this matter.*

*Respectfully submitted,*

*s/Laura Johnson  
Laura Johnson  
Superintendent  
Gallia Co. Board of DD*

The President entertained the motion as recommended by Superintendent Johnson to appoint Deborah Caldwell to the Board of Developmental Disabilities. Jeremy Kroll made and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

**LEAVE DONATION APPLICATION**

Commissioners received leave donation applications going to Michelle Angel (Auditor's Office) from Anette Brown (Auditor's Office). Total hours 18.5 for the pay period dated 2/7/26-2/20/26.

President Henry entertained a motion to approve the leave donation application as requested. Jeremy Kroll made and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

**SHERIFF – AGREEMENT**

Sheriff Matt Champlin submitted the following agreement for approval. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

This Agreement made and concluded this 26th day of February 2026, by and between the Village of Vinton, Ohio, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners

WHEREAS, there exists a need for police protection for residents of the Village of Vinton, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

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

FEBRUARY 26, 2026

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
2. The Village of Vinton, in consideration for this police protection, agrees to pay directly to the Sheriff of Gallia County, Ohio, the amount of \$5.00 per contract hour to be used for expense and maintenance of Gallia County sheriff's office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".
3. The Village in consideration for this police protection agrees to pay direct to the designated deputies the sum of Thirty Dollars (\$30.00) per hour from January 1, 2026 through December 31, 2026, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.
4. The patrol duties of the designated deputies will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.
5. Every attempt will be made to fill vacancies and vacations with manpower as per contract.
6. The Sheriff requires that Deputy assigned to this detail submit activity logs, preferably by electronic system, to the Village council for review.
7. The Village of Vinton will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: **Any equipment that may be in use at this time.**
8. The Gallia County Sheriff's Office is to appoint Deputy agreeable to the Village Council and the Sheriff and furnish said deputies with an adequate vehicle.
9. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Vinton for police protection.
10. It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Vinton, Ohio for its use.
11. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Vinton understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners
12. The parties agree that the Gallia County Sheriff's Office will be the exclusive provider of law enforcement services during the time of this contract.
13. This Agreement can be canceled by either party with thirty (30) days written notice.
14. This Agreement shall be effective from January 1, 2026 through December 31, 2026.

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

#### COMMISSIONERS – LETTER OF APPRECIATION

President Henry entertained a motion to approved and sign the following letter of appreciation. Jeremy Kroll made and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

With deepest appreciation  
The Board of Gallia County Commissioners

Present this  
Letter of Gratitude  
to  
*Dr. Joseph Esmaeli*

Dear Dr. Esmaeli,

On behalf of the Commission, we would like to extend our sincere appreciation for your continued help and generous donations to our Dog Shelter.

Your dedication to the care and well-being of the animals and Kennel in our County does not go unnoticed. The resources you have provided make a meaningful difference in ensuring the health and safety of the dogs in our care.

We are truly grateful for you and thank you for your generosity and all that you do for our County.

*s/Leslie Henry, President*

*s/Jeremy Kroll, Vice President*

FEBRUARY 26, 2026

*s/R. Jay Stapleton, Commissioner*

**COMMISSIONERS – LETTER OF APPRECIATION**

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**With deepest appreciation**  
**The Board of Gallia County Commissioners**

Present this  
Letter of Gratitude  
to  
*Dr. I.H. Kim*

Dear Dr. Kim,

On behalf of the Commission, we would like to extend our sincere appreciation for your continued help and generous donations to our Dog Shelter.

Your dedication to the care and well-being of the animals and Kennel in our County does not go unnoticed. The resources you have provided make a meaningful difference in ensuring the health and safety of the dogs in our care.

We are truly grateful for you and thank you for your generosity and all that you do for our County.

*s/Lestie Henry, President*

*s/Jeremy Kroll, Vice President*

*s/R. Jay Stapleton, Commissioner*

**COMMISSIONERS – LETTER OF APPRECIATION**

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**With deepest appreciation**  
**The Board of Gallia County Commissioners**

Present this  
Letter of Gratitude  
to  
*Don Strieter*

Dear Mr. Strieter,

On behalf of the Commission, we would like to sincerely thank you for your generous donation of cabinets and countertops to the Sheriff's Department.

Your support and willingness to invest in our local operations make a meaningful difference. Improvements like these, help enhance the functionality and appearance of the department's facilities, benefiting both staff and the community they serve.

We truly appreciate your generosity and your continued commitment to our County.

*s/Lestie Henry, President*

*s/Jeremy Kroll, Vice President*

*s/R. Jay Stapleton, Commissioner*

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**With deepest appreciation**  
**The Board of Gallia County Commissioners**

Present this  
Letter of Gratitude  
to  
*Charles & Jean Klinkenberg*

FEBRUARY 26, 2026

Dear Charles and Jean,

On behalf of the Commission, we would like to extend our sincere gratitude for your incredibly generous donation of \$30,000.00 to help furnish the new airport terminal building.

Your support plays a vital role in bringing this project to completion and ensuring that our new terminal is welcoming, comfortable, and representative of the pride we have in our community. This facility will serve residents, visitors, and businesses for many years to come, and your generosity will have a lasting impact on every one who walks through its doors.

Investments like yours strengthen our county's infrastructure and demonstrate a deep commitment to its growth and future. We are truly thankful for your partnership and your belief in this important project.

Please accept our heartfelt appreciation for your leadership and generosity.

*s/ Leslie Henry, President*

*s/ Jeremy Kroll, Vice President*

*s/ Q. Jay Stapleton, Commissioner*

#### COMMISSIONERS – EXECUTIVE SESSION

At 9:26 a.m. the President entertained a motion to enter into executive session with County Administrators Amanda Phillips and Janie Peck concerning contract negotiation matters to be kept confidential. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea. Returned to regular session at 9:43 a.m.; No action taken

#### FY ' 2026 FAA LETTER OF INTENT

Grants Administrator Karen Sprague presented the Commission with the following FY 2026 FAA Letter of Intent for approval and signing that is due to the FAA on Friday 2/27/2026. Ms. Henry entertained a motion to approve and sign the FY 2026 FAA Letter of Intent as submitted. Q. Jay Stapleton made and Jeremy Kroll seconded a motion to approve and sign the letter of intent as submitted. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

Date: 2/26/2026

EMAIL TRANSMITTAL

9ACEDETADOMail@faa.gov  
Geoffrey Nelson  
Program Manager  
FAA – Detroit Airports District Office  
11677 S. Wayne Rd. #107  
Detroit, MI 48174

**RE: Federal Fiscal Year 2026 Letter of Intent (LOI) to Utilize Available IJJA AIG, and/or AIP-NPE, and/or AIP State Apportionment/Discretionary Grant Funds FY 2026**  
Gallia-Meigs Regional Airport (GAS); Gallipolis, Ohio

Dear Mr. Nelson,

Per Federal Register Notice (FRN) dated, 12/08/25, the Gallia County Commissioners (Airport Sponsor) intends to apply for FY2026 grants for the below listed project(s) at the Gallia-Meigs Regional Airport (GAS), Gallipolis, Ohio and therefore intend to utilize some or all of our available IJJA AIG and/or AIP-NPE funds in Federal Fiscal Year 2026. We are also aware of the Federal Register Notice deadlines for final applications to utilize these grant funds and intend to provide final grant application(s) with the required backup documents, including a carryover of uncommitted funds letter by the deadlines established in the Federal Register Notice.

Expand Apron (Terminal) 1,500 SY' - [Phase 2 of 2 Construction]

Rehabilitate Apron (Terminal) 4,950 square yards -[Phase 2 of 2 Construction]

Should you have any questions, please feel free to contact myself or Steve Potoczak of Delta Airport Consultants, Inc. at [spotoczak@deltairport.com](mailto:spotoczak@deltairport.com) or by phone at (440) 895-0465.

Sincerely,  
s/ Leslie Henry  
Leslie Henry  
President

CC: Geoffrey Nelson, Program Manager, FAA-Det ADO [geoffrey.e.nelson@faa.gov](mailto:geoffrey.e.nelson@faa.gov)  
Gordon B Bowdell, FAA-Det ADO [Gordon.B.Bowdell@faa.gov](mailto:Gordon.B.Bowdell@faa.gov)  
James Bryant, Director, ODOT Office of Aviation [Ohio.Airport.Grants@dot.ohio.gov](mailto:Ohio.Airport.Grants@dot.ohio.gov)  
Karen Sprague, Grants Administrator, Gallia County [ksprague@gallianet.net](mailto:ksprague@gallianet.net)  
Steve Potoczak, Project Manager, Delta Airport Consultants, Inc., [spotoczak@deltairport.com](mailto:spotoczak@deltairport.com)  
Cindy Chavez, Project Assistant, Delta Airport Consultants, Inc. [cchavez@deltairport.com](mailto:cchavez@deltairport.com)

FEBRUARY 26, 2026

AIRPORT – COMMERCIAL HANGAR LEASE

Airport Manager Kaleb Arms presented the following Commercial Airport Hangar Lease for approval. President Henry entertained a motion to approve the lease as presented by Mr. Arms. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

Parties to this Agreement:

Lessor:

The Gallia-Meigs Regional Airport, by its Airport Manager, on behalf of the

Gallia County Commissioners

312 Airport Rd.

Gallipolis, Ohio 45631

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee certifies, by executing this agreement, that the Lessee has the authority to enter into this agreement and is either the owner of the business/corporation or agent of the same.

THIS HANGAR LEASE AGREEMENT ("Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, between the Gallia-Meigs Regional Airport and

\_\_\_\_\_ ("Lessee").

IN WITNESS WHEREOF, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

**I. Leased Premises**

A. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the hangar space (and, if any, the appurtenant space thereto) located at the Gallia-Meigs Regional Airport (the "Leased Premises") consisting of square feet.

**II. Use of Leased Premises**

A. Lessee's Aircraft. Lessee's Aircraft stored or parked in the Leased Premises shall be active and operational, meaning currently licensed and air worthy and flown to and from the Airport periodically during the year. If Lessee's Aircraft is removed from the Leased Premises for a period of at least forty-five (45) consecutive days, Lessor may terminate this Agreement for default pursuant to Section VIII.B immediately upon written notice to Lessee, provided, however, that if Lessee provides written notice to Lessor prior to its removal that removal for such a period of time is necessary for maintenance, repair, or regular use at another airport, such removal shall not be considered grounds for default pursuant to Section VIII.B.

B. Nonaeronautical Use Prohibited. Nonaeronautical use of the Leased Premises, whether storage of personal property or otherwise, is prohibited without the prior written consent of Lessor and shall be grounds for default under this Agreement. Lessor shall determine in its sole discretion whether Lessee's use of the Leased Premises is consistent with this Section II, including with respect to the prohibition on nonaeronautical use.

C. Notice to Lessor of Changes. If the information contained in Exhibit A changes in any manner by Lessee, Lessee shall provide written notice to Lessor of such change within thirty (30) calendar days of any such change. Provided that the updated information does not conflict with this Agreement in any way, Lessor will issue an amended Exhibit A upon receipt of the information that shall be incorporated into this Agreement without any formal amendment necessary.

D. Business Activity. As referenced in the Airport Minimum Standards Document Part B. Business Activities, Subject to applicable orders, certificates, or permits of the FAA or its successor, no person shall use the Airport, or any portion thereof, or any of its improvements or facilities for a revenue-producing Commercial Aeronautical Activity to serve the public, who has not first complied with these Minimum Standards and the rules and regulations of the Airport and entered into a written Agreement or obtained a written permit from the County.

**III. Term; Holdover; Extensions**

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

FEBRUARY 26, 2026

A. The term of this Agreement shall be for one (1) year, commencing on \_\_\_\_\_ (the "Effective Date") unless terminated earlier pursuant to the terms and conditions of this Agreement (the "Term") provided that this Lease shall be co-terminous with that certain Short-Term Office Space Lease of even date herewith.

B. Either party may terminate the Agreement lease upon thirty (30) days' written notice, provided Lessee is not in default.

#### IV. Rental Fees

A. Monthly Rental Fee. Lessee shall pay to Lessor a monthly rental fee of \$ , which is equal to one-twelfth (1/12th) of the annual rental rate of \$ applicable to that fiscal year established by Lessor for the rental of such space ("Monthly Rental Fee"). The Airport reserves the right to periodically modify the Monthly Rental Fee to reflect the annual rate of rent in effect at the time of the modification. Rent for any partial month shall be pro-rated. If Lessee pays a year in advance they are eligible for a 10% discount on total.

#### B. Method of Payment.

1. Payment of the Monthly Rental Fee shall be due and payable on the first (1st) day of each calendar month, to be paid by Lessee to Lessor by check, made out to the Gallia-Meigs Regional Airport, mailed to the address below, return receipt requested, or in the manner otherwise prescribed by Lessor after written notice to Lessee. If the Effective Date does not fall on the 1st day of a calendar month, Lessee shall pay the Monthly Rental Fee for the first month of the Term on or before the Effective Date, prorated to the number days in the month remaining.

2. If the Lessor allows Lessee to pay the Monthly Rental Fee by credit card, which it may do in its sole discretion, Lessee is responsible for requesting the appropriate authorization form from Lessor and returning it at least five (5) days prior to the date on which Lessee first wishes to pay the Monthly Rental Fee by credit card. All credit card transaction fees shall be paid by the Lessee.

3. Lessor's address for mailed payments is:

Gallia-Meigs Regional Airport  
312 Airport Road  
Gallipolis, Ohio 45631  
Attn: Accounts Receivable

C. Late Payment. The Monthly Rental Fee shall be considered delinquent if not paid by the fifteenth (15th) day of the month, there is a five (5) day grace period at which point it passes beyond that, Lessee will be charged a late fee equivalent to ten percent (10%) of the delinquent rental amount, exclusive of late fees, for each month that the Monthly Rental Fee is delinquent. Lessee agrees to pay Lessor all costs, including reasonable attorney fees, incurred by the Lessor in recovering any rent or other money due and unpaid under the terms of this Agreement.

D. Other Fees and Charges. In addition to all other rents and fees set forth in this Section, and commencing upon the Effective Date of the Agreement, Lessee shall pay to Lessor any other applicable standard fees or charges that may be set, or imposed at any time by Lessor on the operations at the Airport, which charges shall be applicable to all similar users at the Airport. All commercial users shall be subject to the rates and fees established for each use at the Airport. No lessee shall operate a commercial business on the Airport without a permit and payment of the applicable fee. This provision includes without limitation fees and charges incurred pursuant to Section VI herein.

#### V. Maintenance and Repairs to the Leased Premises

A. Lessee is responsible for the disposal of all debris in the Leased Premises or arising in connection with Lessee's use thereof, and all debris disposed of shall be in off-site disposal sites. Lessee agrees to keep the Leased Premises free from debris and in a safe, clean, and orderly condition at all times. Lessee also agrees that all hangar doors and windows shall remain closed and locked except during periods when authorized persons are in or about the hangar, including without limitation aircraft access doors, vehicle access doors, and pedestrian doors.

B. Lessor shall be responsible for all ordinary maintenance/repairs to the Leased Premises, including the hangar doors, exterior walls, roof, floors, windows, passage doors, and mechanical systems (if any), except to the extent that such maintenance/repairs are needed due to Lessee's fault or negligence. Lessee will not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor, which approval is at the sole discretion of Lessor. In the event Lessee makes authorized improvements to the Leased Premises, Lessee shall pay for all costs associated with the improvements and shall have sole responsibility for maintenance, repair, and any utility usage charges, if applicable, for any such improvements. Lessor reserves the right to require the Lessee to remove such alterations or improvements at the termination or expiration of the Agreement and restore the Leased Premises to its original condition, normal wear and tear excepted, with all removal and restoration costs to be paid by the Lessee, in a manner satisfactory to the Lessor. Unauthorized improvements, alterations, or additions will be considered grounds for default under this Agreement. Contractor shall provide proof of insurance and certification.

C. Lessee may, with Lessor's prior written consent, post signage in or around the Leased Premises with identifying marks, brands, and/or logos in connection with its authorized Commercial Aeronautical Service(s), provided further that Lessee shall remove all signage from the Leased Premises and the Airport, at its sole cost and expense, at the termination or expiration of the Agreement in a manner satisfactory to the Lessor.

FEBRUARY 26, 2026

D. If the Leased Premises is damaged by fire, storm, earthquake, or any other casualty that is not caused by the negligent or willful act of the Lessee, or its employees, agents, contractors, or invitees, then the following conditions apply: Lessor has the right, at its sole discretion, to either repair the Leased Premises; relocate Lessee to comparable premises; or terminate this Agreement. If Lessor decides to repair the damage and the Leased Premises becomes unusable during any period of repair, Lessor will make a pro rata reduction in Lessee's rental rate to adjust for the time during which and the extent to which the Leased Premises is unusable. If Lessor decides not to rebuild or repair the Leased Premises, this Agreement will terminate as of the date of the damage. In that event, Lessee will be credited with any remaining rent paid by Lessee from the date of termination through the remaining Term. Lessor shall not be responsible for any lost profits of Lessee in any case.

#### VI. Airport's Provision of Aircraft-Related Services

A. Lessor may, but is not obligated to, provide to Lessee, upon request by Lessee, certain aircraft-related services at the Airport including without limitation towing, re-fueling, tie-down, and handling services. A current list of such services shall be posted in the airport terminal along with the schedule of fees and charges associated with such services, which list may be amended or updated by the airport from time to time.

B. To the extent that Lessor provides any such services to Lessee, Lessee shall be bound by the terms and conditions of this Agreement as to the provision and receipt of such services, and Lessee shall promptly pay to Lessor, upon receipt, the fees and charges associated with such services.

#### VII. Right of Entry

A. Lessor, by its officers, employees, agents, representatives, and contractors, may, without prior notice to the Lessee, enter and inspect the Leased Premises for any and all purposes, including without limitation for the purpose of ensuring Lessee's compliance with its obligations under this Agreement and all applicable federal, state, and local laws, ordinances, and regulations, provided such action by Lessor, its officers, employees, agents, representatives, and contractors does not unreasonably interfere with Lessee's use or occupancy of the Leased Premises. The Lessor will be responsible for properly securing the Leased Premises upon completion of the inspection. Lessor reserves the right to enter the Leased Premises for maintenance inspections.

#### VIII. Termination and Default

A. Either party may terminate this Agreement for any reason with thirty (30) days written notice to the other party.

B. If Lessee defaults in the performance of its duties or obligations as required under the terms of this Agreement, or is found to be in violation of any Applicable Law, including without limitation the Minimum Standards or the Rules and Regulations, Lessor may, at its sole discretion, immediately terminate this Agreement with written notice to Lessee, with termination to be effective upon the date specified in such written notice. No reimbursement will be made to Lessee for rental payments

made for the balance of the Term in the event Lessor terminates this Agreement per this Section. Lessor may, in its sole discretion, provide a period of time in such written notice to Lessee identifying such default and providing a period of time within which Lessee shall cure such default, provided that Lessor reserves the right to terminate the Agreement immediately if Lessee fails to cure such default to Lessor's satisfaction upon the expiration of such cure period.

C. Notwithstanding the foregoing, Lessor may terminate this Agreement immediately without prior written notice if Lessee's breach is such that it causes an immediate safety or security concern, in the sole discretion of Lessor, to the Airport, Airport operations, or to persons at or on the Airport.

#### IX. Compliance with Laws

A. Lessee shall comply, and shall cause its officers, agents, representatives, contractors, invitees, and employees to comply with, all Applicable Laws. "Applicable Laws" shall be defined, for purposes of this Agreement, as: all federal, state, and local laws, ordinances, orders, directives, policies, rules, and regulations, including without limitation the Airport's Minimum Standards and Rules and Regulations inducted May 2, 2019 that is incorporated into this contract, and all Federal, State, and local statutes, ordinances, regulations, permits or permit conditions, orders, directives, and rules regulating or relating to environmental quality, health, safety, contamination, and clean-up, as they currently exist or may exist in the future, including without limitation, those relating to fines, orders, injunctions, penalties, damages, losses, or injuries resulting from the release or threatened release of hazardous materials and to the generation, use, storage, transportation, or disposal of hazardous materials, as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time and judicial interpretations thereof. Copies of the most current Minimum Standards and Rules and Regulations are on file at the Airport administrative offices and are posted in the Airport office.

B. Lessee shall procure and cause its officers, agents, representatives, invitees, and employees to procure, all licenses, certificates, permits, or other authorization from all governmental authorities, if any, having jurisdiction over Lessee's activities at and in connection with the Leased Premises which may be necessary for Lessee's activities thereat.

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C. Enforcement of the Rules & Regulations as well as all applicable Federal, State, and Local Laws will be carried out by the Airport staff, with the assistance of the Gallia County Sheriff and other law enforcement officers whose jurisdiction lies therein.

#### **X. Operation of Aircraft**

A. Lessee is responsible for operating all aircraft, including Lessee's Aircraft, at the Airport in a safe and secure manner and in accordance with all Applicable Laws, and for acquiring and maintaining all necessary certifications for the operation of such aircraft.

#### **XI. Conduct**

A. Lessee shall conduct its activities and shall cause its agents, employees, contractors, invitees, representatives, or guests to conduct its activities hereunder in an orderly and proper manner, including without limitation so as not to unreasonably annoy, disturb, endanger or be offensive to others considering the nature of such activities.

#### **XII. No Interference with Air Navigational, Communication, or Flight Equipment**

A. Lessee shall not take any action that directly or indirectly interferes with the operation by Lessor or the FAA of air navigational, communication, or flight equipment on the Airport.

#### **XIII. No Interference with Airport or Aeronautical Operations**

A. Lessee shall not take any action that directly or indirectly interferes with the operation by Lessor of the Airport or with the departure or arrival of aircraft or any other aeronautical functions or operations at the Airport, nor with the rights granted by Lessor to others at the Airport. Lessee shall ensure that aircraft stored on or about the Hangar(s) are not stored in a manner so as to block, impair, or obstruct other aircraft or other Airport users' access to other hangar(s) or tiedown space(s). If Lessee's aircraft are stored in such a manner and Lessor is unable to reach Lessee within a reasonable amount of time so that Lessee can move such aircraft, Lessor may tow the aircraft to another location at Lessee's risk and expense.

#### **XIV. Nuisance, Waste, or Injury**

A. Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste, or injury in the Leased Premises.

#### **XV. No Interference with Systems**

A. Lessee shall not do, nor permit to be done, anything which may alter or interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system, security systems, electrical systems (including the breaker control panels), and fire hydrants and hoses, if any, installed or located on the Leased Premises.

#### **XVI. Surrender of Possession**

A. Upon the expiration or earlier termination of this Agreement in accordance with Section IX herein, Lessee's rights to use the Leased Premises shall cease, and Lessee shall vacate the Leased Premises prior to or on the expiration or termination date. Except as otherwise provided for in this Agreement, all fixtures, equipment, and other property installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee and shall be removed prior to or on the termination or expiration date. Lessee shall have the sole responsibility to restore the Leased Premises to its original condition, normal wear and tear excepted. If not removed by the termination or expiration date, Lessor reserves the right to retain the property or to have the property disposed of with any costs being paid by the Lessee. In the event that Lessee fails to vacate the Leased Premises prior to or on the applicable termination or expiration date, Lessee agrees to pay Lessor all fees and expenses incurred by Lessor, including reasonable attorney fees and costs, to enforce Lessor's right to repossess the Leased Premises.

#### **XVII. Indemnification**

A. Lessee shall defend, indemnify, and hold harmless Lessor and its officers, contractors, representatives, employees, or agents (the "Indemnified Parties") for claims brought or actions filed against the Indemnified Parties for property damage, bodily injury, or death to any person or entity arising out of the acts or omissions of Lessee, its agents, employees, contractors, invitees, representatives, or guests, or in any way arising out of (1) the operation of the Lessee's Aircraft on the Leased Premises, the Airport, or otherwise; or (2) the Lessee's use or occupancy of the Leased Premises; or (3) the operation or existence of this Agreement. Lessor shall also be held harmless for damage to Lessee's property, whether parked or stored in the Leased Premises or otherwise brought to the Airport, unless such damages are solely caused by the grossly negligent or willful actions or inactions of Lessor or its officers, contractors, employers, or agents.

#### **XVIII. Insurance**

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A. Lessee shall obtain the following insurance coverages by the date of this Agreement, which insurance coverages shall be kept in effect while this Agreement is in effect:

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million combined single limit
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if lessee is an employer) – Ohio statutory requirements.
4. Employers' Practices Liability, including coverage for "deliberate intent" claims under Section 2745.01 Ohio Revised Code (if employer)- \$1 million.
5. Passenger Liability (unless covered in Aviation General Liability Coverage) - \$250,000/passenger, \$1 million general aggregate.
6. Umbrella (over AGL, EPL, and Passenger Liability coverages) - \$1 million
7. For tenants who are operating an aircraft repair station at Gallia-Meigs Regional Airport, tenant shall also be required to have a **Hangar Keeper** Endorsement on their insurance policy. This policy must provide adequate coverage in the event aircraft in tenants care, custody and/or control is damaged while waiting to be serviced, during servicing, or following, prior to aircraft pickup. Aircraft shall be covered by the tenant's policy. The airport and/or County Commission shall be held harmless.

B. The Airport shall be named as an Additional Insured under the Aircraft General Liability Insurance and the Employers' Liability coverage (if applicable). Concurrent with the execution of this Agreement, Lessee shall provide Certificates of Insurance evidencing the coverages required under this Agreement, and failure to provide adequate Certificates of Insurance are grounds for the Lessor to terminate this Agreement for default under Section VIII.B. The form of the certificates shall contain an unconditional requirement that the insurer notify the Lessor not less than thirty (30) calendar days prior to any cancellation, non-renewal, or modification of the policy or coverages evidenced by the certificates and shall further provide that failure to give such notice to Lessor will render any such change or changes in such policy or coverages ineffective as against the Lessor.

C. Lessee's insurance carrier or carriers shall agree to waive any right to subrogation against Lessor, which shall be noted on Lessee's Certificates of Insurance provided to Lessor.

D. Lessor reserves the right to require Lessee to increase the coverages set forth above and to provide evidence of such increased insurance coverage to the extent that the liability limits, at Lessor's sole discretion, should be increased.

E. Lessor does not represent or guarantee that these types or limits of coverage are adequate to protect Lessee's interests and liabilities. It shall be the obligation and responsibility of Lessee to insure, as it deems prudent, its own personal property, aircraft, and equipment against damage from fire, explosion, tornado, civil disorder, vandalism, or any cause whatsoever. Lessor by this Agreement assumes no liability for such damages.

#### XIX. Maintenance on Aircraft

A. Lessee, to the extent the work is performed with its own equipment and employees or contractors authorized and permitted by Lessor and any other applicable governmental authorities to perform such work on the Airport, shall be allowed to perform maintenance on Lessee's Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the Airport facilities by others, or in violation of Applicable Laws. Lessee will dispose of petroleum-based products only in approved receptacles designated by Lessor. Failure to follow all Applicable Laws in the disposal of petroleum-based products or other waste generated or produced during maintenance of Lessee's Aircraft may be grounds for default under this Agreement. At no time shall Lessee's Aircraft's engines be started within the Leased Premises.

#### XX. Storage of Hazardous Materials

A. Lessee shall not cause or permit any hazardous materials to be stored or used on or about the Leased Premises by Lessee, its agents, employees, contractors, volunteers, or invitees, except in compliance with Applicable Laws and with prior written consent by Lessor. In any case, Lessee shall comply with all Applicable Laws regarding such hazardous materials, including without limitation applicable environmental rules and regulations and all applicable fire codes, any violation of which may be grounds for default under this Agreement.

#### XXI. Vehicle Parking

A. Parking of motor vehicles is allowed only in the designated parking areas as determined by Lessor. Violations of any vehicle parking provisions will result in the subject vehicle being towed and stored at Lessee's expense. All motor vehicles parked on Airport property shall display current license identification.

#### XXII. Utilities

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A. Lessee shall be responsible for paying the cost of all utilities, including electrical service charges, water, gas, and heat, if applicable, as well as any other taxes and assessments for the Leased Premises, if applicable.

B. No Modifications to Systems Without Lessor Approval. Any electrical modifications or other modifications to utility systems as well as any new surveillance or security systems initiated by Lessee will require the prior written approval of Lessor.

**XXIII. Ingress and Egress; Ramp Access**

A. Lessee shall have the right of ingress and egress to and from the Leased Premises and the public landing areas at the Airport by means of roadways, taxilanes, and connecting taxiways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.

B. The use of any such roadway, taxilane, or taxiway shall be subject all Applicable Laws, including without limitation to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated. Lessor may, at any time, temporarily or permanently, close or consent to or request the closing of any such roadway, taxilane, or taxiway and any other way at, in or near the Leased Premises, presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to Lessee. Lessee hereby releases and discharges Lessor, and its officers, employees, representatives, and agents, and their respective successors and assigns, of and from any and all claims, demands, or causes of action which Lessee may now, or at any time hereafter, have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway, taxilane, taxiway, or other area, provided that a reasonable means of access to the Leased Premises remains available to Lessee. Lessee shall not do, or permit anything to be done, which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets, roadways, taxilanes, or taxiways near the Leased Premises.

C. Lessee's Aircraft shall not be permitted to remain on the ramp or public landing areas overnight without the written consent of Lessor, which approval is at the sole discretion of the Airport.

**XXIV. Assignment and Subleasing**

A. Lessee shall not under any circumstances sublease any portion of the leased property. This is grounds for immediate termination of contract without question.

**XXV. Condition of Premises**

A. Lessee shall accept the Leased Premises "as is" and in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements, or repairs of any kind on or about the Leased Premises. Lessee shall make no alterations in, modifications of, or additions to the Leased Premises without the prior written consent of Lessor, and then only in compliance with the terms and conditions required by Lessor.

**XXVI. Notice**

A. All notices and requests required or authorized under this Agreement shall be in writing and sent by certified mail, return receipt requested, to the address and addressed to the contact person listed below. If Lessee has provided an email address to Lessor, notices to Lessee under this Agreement may be sent by email to such address. The date on which addressor presents the notice to the United States Postal Service for delivery or the date upon which Lessor sends such notice by email shall be deemed the date of the notice. Should either party change addresses or contact person, including Lessee's email address, if applicable, that party shall notify the other party within ten (10) calendar days after the change. Failure to notify Lessor of a change in address or contact person shall constitute grounds for default by Lessee.

For Lessee:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

For Lessor :

Gallia-Meigs Regional Airport  
  
Attn: Airport Manager  
  
312 Airport Road  
  
Gallipolis, OH 45631

**XXVII. Nondiscrimination**

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A. Lessee agrees to observe, and comply with, those requirements of the FAA set forth in Exhibit B, as such requirements may be amended or interpreted by the FAA from time to time.

**XXVIII. Miscellaneous**

A. **Governing Law.** This agreement is a contract executed under and to be construed under the laws of the State of Ohio. In addition, the Lessor and the Lessee agree that any and all lawsuits or legal proceedings arising out of, or related to, this Agreement shall be filed in the Gallia County Common Pleas Court and/or Gallipolis Municipal Court, and both the Lessor and the Lessee expressly agree that personal and subject matter jurisdiction and venue are proper in the Gallia County Common Pleas Court and/or Gallipolis Municipal Court.

B. **Waiver.** The Airport's failure to enforce any provision of this Agreement against the Lessee shall not be construed as a waiver thereof so as to excuse the Lessee from future performance of that provision or any other provision, nor shall it be construed as a waiver of Lessor's right to enforce or otherwise address that provision or any other provisions at any time.

C. **Severability.** The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

D. **No Third-Party Beneficiary.** This Agreement is made for the sole and exclusive benefit of Lessor and Lessee, and it is not made for the benefit of any third party.

E. **Paragraph Headings.** The headings to the paragraphs to this Agreement are solely for convenience and may have no substantive effect on the Agreement nor are they intended to aid in the interpretation of the Agreement.

F. **No Exclusive Right.** No exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted, or intended to be granted, to Lessee by this Agreement, or by any provision thereof, other than the rights and privileges expressly and specifically granted hereby.

G. **Successors and Assigns Bound by Agreement.** All of the covenants, stipulations, and agreements represented by this Agreement shall extend to and be binding upon the legal representatives, successors and assigns of Lessor and Lessee, if any.

H. **Subordination of Agreement.** Lessee agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the Airport and the United States of America relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure by or reimbursement to the Airport of Federal funds for the development of the Airport ("Grant Assurances"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, the Airport has the right to amend, alter, or otherwise modify the terms of this Agreement solely as required to resolve such conflict or violation. Lessee further agrees that it shall not knowingly cause the Airport to violate any Grant Assurances made by the Airport to the Federal Government in connection with the granting of such Federal funds.

I. **Joint and Several Liability.** If Lessee is comprised of one or more persons, each person shall be a signatory to this Agreement, and each signatory to this Agreement shall be jointly and severally liable for all of the representations, covenants, warranties and obligations hereunder.

J. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. No statements, promises, previous Agreements, or inducements made by any party to this Agreement, or any agent, contractor, or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

This executed contract shall supersede and replace any prior written instrument of agreement between the parties hereto.

In the event this agreement replaces an existing agreement between the parties hereto, and Lessee is not compliance of any terms herein, Lessor shall grant a period not to exceed thirty (30) days for Lessee to gain compliance thereof.

**AIRPORT – NON-COMMERCIAL HANGAR LEASE**

Airport Manager Kaleb Arms presented the following Non-Commercial Airport Hangar Lease for approval. President Henry entertained a motion to approve the lease as presented by Mr. Arms. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

**Hangar Lease Agreement**

This Lease Agreement, made and entered into at Gallipolis, Ohio by and between the The Gallia-Meigs Regional Airport, by its Airport Manager, on behalf of the Gallia County Commissioners, hereinafter referred to as "Lessor".

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Name (s) \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_  
 Phone Number (s) \_\_\_\_\_  
 Email Address \_\_\_\_\_

FAA Registered "N" Number (s) of Aircraft (s) stored

In hangar. Lessee shall notify Lessor of any changes

Hereinafter referred to as "Lessee"

Lessee certifies by executing this agreement, that the Lessee has the authority to enter into this agreement and is either the owner of the aircraft or agent of the same.

All Hangars will be rented on a first come first serve basis upon approval of the Airport Manager. The Lessee shall adhere to Federal, State, County, and Local laws and regulations current and future laws/laws amended. Lessee shall use the hangar exclusively for the storage of aircraft and aviation related items in the hangar space. No non-aviation items shall be kept, stored or maintained in the hangar without the written consent of the lessor and must follow FAA regulations and rules on non-aviation use.

Lessee hereby leases from the Lessor Hangar # \_\_\_\_ at the sum of \$ \_\_\_\_\_ per month for one "calendar" year located at Gallia-Meigs Regional Airport, 312 Airport Road, Gallipolis, Ohio 45631.

Lessee shall not at any time assign, sell, convey, or sublet this lease or any part of it.

All Lessee's must have a valid lease signed and on file with the manager of the Gallia-Meigs Regional Airport, or must vacate the premises until all required documentation has been provided to the Airport Manager. All Lessee's must provide airport manager a copy of their current State of Ohio registration of all aircraft in their hangar(s). All Lessee's must provide a copy of their insurance coverage page documenting the aircraft (s) that is/are covered with appropriate liability insurance and maintain coverage. Such insurance shall have limits of liability of not less than \$1,000,000 for injuries to any number of persons in any one accident or occurrence and \$1,000,000 for damage to property in any one accident or occurrence. Insurance shall be active at all times during the term of this lease. Current airworthiness certificate(s) and proof of current annual inspection are mandatory documentation to be held on file at the airport managers office.

**I. Leased Hangar**

A. The Lessee and the Airport Manager will inspect the hangar and record damages (if any) that need repair prior to occupancy.

B. Airport Manager will provide appropriate locks and keys to the Lessee after receipt of signed lease, copy of current State of Ohio registration of all aircraft to be stored, certificate of insurance and payment of deposit and first month's rent.

1. The only locking device to be used on the door shall be furnished by the Lessor. The Lessor will retain a key for each lock and shall be authorized to enter at any time for inspections, repairs and/or emergencies. The Lessor will remove any unauthorized locks.

C. The term of this Lease shall be one calendar year with the option to renew the lease upon the approval of both Lessee and Lessor. If renewed there will be an annual increase of five dollars (\$5.00) per year unless the increase is waived by Board of Gallia County Commissioners for all hangars.

D. If a Lessee has paid in advance and needs to vacate the hangar, they may receive a refund for the unused time of the lease.

**II. Rent and Security Deposit**

A. Lessee shall pay Lessor for the hangar space. The Hanger rent will be posted in the Airport Manager's office along with the hangar waiting list.

B. Rent shall be due the 1st of every month for the following month (parcel months will be prorated) If not paid within five (5) days of the due date, Lessee shall be charged an additional late fee of 10% of the delinquent amount. If the Lessee is delinquent of Hangar rent more than fifteen (15) days, or violates any terms of this lease agreement, Lessee shall be deemed in breach of this agreement and issued an eviction notice. If the agreement is terminated, the Lessee will have thirty (30) days after the eviction notice is sent to vacate.

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- C. Any tenants paying Hanger rent for full year in advance will receive a 10 % discount.
- D. If available, Lessee may rent a Tie-Down at an additional monthly fee of twenty-five dollars (\$25) per week in advance. The aircraft shall be insured and airworthy.
- E. A Forty dollars (\$40) charge will be added to the Lessee account for any bad check written for payment of any kind to the Gallia County Commissioners.
- F. Lessee shall pay Lessor a security deposit equal to one month's rent upon signing this agreement. (New rental only)
- G. Credit card transaction fees shall be paid by the Lessee

### III. Lessee agrees to the Following

- A. Agrees not to install any fixtures or additions of any kind to the leased property and make no alterations without written consent from Lessor.
- B. Lessee may be asked to empty the hangar for the Lessor to perform maintenance.
- C. Repay the Lessor the cost of any repairs made necessary by Lessee's alterations, negligent, carelessness or deliberate damage.
- D. To pay any penalties or fines that are assessed against the Lessor because of Lessee's negligence, carelessness, misconduct, acts or omission of acts.
- E. No private dumpsters are allowed outside or inside the hangars.
- F. No pets of any kind (domestic or any animal) is allowed on airport property un-tethered (no greater than 6 ft. leash) or not confined.
- G. No pets of any kind allowed inside the airport terminal with the exception of a service animal. (proof of Service Animal Certification will be required)
- H. No parking of vehicles on airport apron and/or ramp area for more than 30 minutes unless prior permission is granted by Airport Management, vehicle parking must be in airport parking lot. If vehicle is parked in the unauthorized area without consent vehicle may be towed at owners' expense.
- I. No storage of airplanes, boats, cars, trucks, trailers, or mobile homes is permitted outside of the Lessee hangar or anywhere on Gallia-Meigs Airport property, except designated parking areas for such vehicles or aircraft as temporary only parking and must have approval of the Airport Manager.
- J. Any non-aeronautical hangar will be subject to termination with thirty (30) days' notice if an approved request to lease the hangar for an aviation tenant.
- K. No non-aviation, commercial activity shall be conducted by any tenant at the Gallia-Meigs Regional Airport property, except as otherwise noted in the Lease.
- L. Hangars are not to be used for repair/maintenance shop without prior written approval of lessor, except minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Nothing will prohibit the Lessee from having a FAA licensed mechanic to perform work on his or her aircraft in his or her hangar.
- M. Hangar may be used for an aviation repair, maintenance shop with written prior approval of Lessor. In the case this change occurs the Lessee must sign a commercial lease agreement and this contract then becomes void.
- N. Lessee is to use common courtesy when opening the sliding hangars doors as to ensure no blockage of the adjacent (neighbors) hangars from the sliding door.
- O. Anything in the hanger must not interfere with movement of Aircraft in or out of the hangar or impede access to other aeronautical contents of the hangar.
- P. No explosives, firearms, volatile or flammable chemicals or any other property which would materially increase the hazard of fire shall be stored at the hangar.
- Q. Notify the Lessor of any contact information change: phone number and/or address.
- R. Any attempt by the lessee or his/her representatives to violate these rules will terminate their hangar lease agreement and be issued an eviction. The Lessee will have 30 days after eviction notice is sent to vacate

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S. The Lessee is to provide an up to date airworthiness certificate, proof of yearly annual, and proof of insurance to keep on file at the main office.

T. Lessee shall maintain the Hangar in a reasonable manner of cleanliness and free of debris, trash, and other foreign materials. Tenant shall not dispose of debris, trash, used motor oil and fluids, or other foreign material on airport property.

U. Lessee shall not dispose trash, debris, or refuse that is not normally associated with aircraft operations. As a courtesy, small containers are placed in the vicinity of the T-Hangars. Excessive use of these containers or disposal of trash generated outside the hangar is strictly prohibited, and may result in additional fees or termination of Agreement.

V. Aircraft shall be kept operable and FAA Certified airworthy, or under repair, for a period not to exceed 90 consecutive days. If such condition is caused by circumstances beyond Tenant's control and is approved in writing, the Commissioners may allow additional time for repairs; however, it is the sole responsibility of the Tenant to notify the Commissioners when the aircraft becomes un-airworthy.

W. The Tenant may use the Hangar for construction of an aircraft in accordance with the Airport Rules and Regulation, and by offering routine progress inspections to the Commissioners that depict good faith efforts toward completion of the aircraft project

X. IF THE LESSEE IS TO VIOLATE ANY PART OF THIS CONTRACT THE AIRPORT RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT AND ALLOW THE LESSEE THIRTY (30) DAYS TO VACATE AFTER THE WRITTEN EVICTION HAS BEEN SERVED. ANY PROPERTY LEFT IN THE HANGAR AFTER THAT TIME PERIOD SHALL BE FORFEITED AND BECOMES PROPERTY OF THE AIRPORT.

Y. This executed contract shall supersede and replace any prior written instrument of agreement between the parties hereto.

Z. In the event this agreement replaces an existing agreement between the parties hereto, and Lessee is not in compliance of any terms herein, Lessor shall grant a period not to exceed thirty (30) days for Lessee to gain compliance thereof.

This lease agreement, dated this \_ day of \_ , 20\_ made and entered into by:

Lessee: Lessor:

\_\_\_\_\_  
(Signature) Lessee Name Airport Manager

(Airport Manager is granted permission to sign on behalf of the Gallia County Commissioners

**DJFS – EXECUTIVE SESSION**

At 9:54 a.m. the president entertained a motion to enter into executive session with DJFS Director Dana Glassburn and County Administrator's Amanda Phillips and Janie Peck concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee and contract negotiation matters to be kept confidential. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea. Returned to regular session at 10:05 a.m.; No action taken.

**DJFS – PROMOTION**

President entertained a motion upon the recommendation of Director Dana Glassburn, to promote Bailie Young to the full-time position of Transit Operations Coordinator, Position #40002.1, and Position Class #80002.0 at a rate of \$17.50, with the effective date of the promotion to be March 2, 2026 in accordance with section 4.04 of the Gallia County Personnel Policy Manual. Ms. Young will complete the remainder of her original probationary period, through September 30, 2026, and shall receive an additional seventy-five cents (\$0.75) per hour starting the first pay period following completion of her probationary period.

Jeremy Kroll made the motion to accept Director's Glassburn's recommendation and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

**DD BOARD - PROCLAMATION**

Board of Developmental Disabilities Superintendent Laura Johnson presented the following proclamation for approval:  
**Proclamation for Developmental Disabilities Awareness Month**

**March 1-31, 2026**

**WHEREAS** Ohio's county boards of developmental disabilities were established by the Ohio General Assembly on October 25, 1967; and

**WHEREAS** the mission and purpose of Ohio's county boards of DD remain as strong as ever, with county boards continuing to provide vital supports and resources to Ohioans with developmental disabilities and their families; and,

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WHEREAS the more than 250 people with developmental disabilities served by the Gallia County Board of Developmental Disabilities, their families, friends, neighbors, and co-workers encourage everyone to focus on the abilities of all people; and

WHEREAS the most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution; and

WHEREAS policies must be developed, attitudes shaped, and opportunities offered that allow people with developmental disabilities to live as independently and productively as possible in our community; and

WHEREAS in recognition of this important goal, the county-wide theme for 2026 Developmental Disabilities Awareness Month is "I am Different, The Same as You" and

WHEREAS we encourage all citizens to foster and support such opportunities that include full access to education, housing, employment, and recreational activities; and

Now, therefore, We, The Gallia County Commissioners, do hereby proclaim March 2026 as

**DEVELOPMENTAL DISABILITIES AWARENESS MONTH**

and offer full support to efforts that assist people with disabilities to make choices that enable them to live successful lives and realize their potential; and

Furthermore, we urge all citizens to join in this celebration by spreading awareness of the many contributions offered by people with developmental disabilities in our community, and

IN WITNESS WHEREOF, we have hereunto set our hand and caused our seal this twenty-sixth day of February, two thousand twenty-six.

*of Leslie Henry, President*  
*of Jeremy Kroll, Vice President*  
*of Q. Jay Stapleton, Commissioner*

The President entertained a motion to approve the proclamation. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Kroll, yea.

**INTERNATIONAL UNION OF PAINTERS**

Will Morgan with the International Union of Painters and Allied Trades provided the Commissioners with a briefing outlining the services and programs offered by his organization. No action taken.

**PUBLIC HEARING #3 FOR B-X-24-1AY-1 GRANT - AMENDMENT #1**

The time being 11:00 am, President Leslie Henry called the public hearing #3 to order for the purpose of discussion of grant amendment #1 for the B-X-24-1AY-1 Grant and asked Ms. Sprague to explain the grant amendment. Ms. Sprague noted grant amendment #1 is being requested to obtain approval from the Ohio Department of Development to move \$47,517.32 grant funds from the Professional Fees activity to the Street Improvement activity to cover the cost of a proposed change order to reinforce the culvert headwalls on Burkhart Lane Culvert for integrity and longevity.

Culy Contracting LLC has provided a change order proposal of \$74,317.32 to perform the following headwall work:

1. Create a 2' wide path on each side of pipe from road to where the headwall would be installed and put a concrete chute.
2. Excavate on each side of the pipe to install an 18" deep footer.
3. Install rebar and form head wall on each side.
4. Pour concrete in form.
5. Remove forms and backfill on backside of new headwall.
6. Landscape.

There is a balance of \$26,800 in the Street Improvement activity after paying Culy Contracting for lining the culvert. Therefore, the county needs \$47,517.32 transferred from the Professional Fees activity to cover the headwall change order.

This amendment will leave \$8,080.97 in the Professional Fees activity and DLZ, the Project Engineering firm, projects target engineering costs for the balance of the project to be \$4,348.29 which would leave a cushion of \$3,732.68 in the Professional Fees activity.

The B-X-24-1AY-1 Grant Amendment #1 will move \$47,517.32 CDBG grant funds from professional fees to street improvements as follows:

Project Category #2 Burkhart Slip & Culvert Repair, Activity #1 Professional Fees \$116,000 - \$47,517.32 = \$68,482.68

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- Project Category #2 Burkhart Slip & Culvert Repair, Activity #2 Street Improvements \$341,000 + \$47,517.32 = \$388,517.32

Grant deadlines will remain as follows:

- Work Completion: 8/31/2026
- Draw Deadline: 9/30/2026
- Grant Completion: 10/31/2026

Ms. Henry opened the floor for any questions of comments. Comments as follows:

Ms. Henry entertained a motion to close the public hearing. Jeremy Kroll made and Q. Jay Stapleton seconded the motion to close the public hearing. Roll call votes: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

#### RESOLUTION – B-X-24-1AY-1 GRANT AMENDMENT #1

Grants Administrator Karen Sprague presented the Commission with B-X-24-1AY-1 Grant Amendment #1 to be submitted to the Ohio Department of Development, Community Development Programs for approval and signing as noted during the public hearing just concluded.

Therefore, Ms. Sprague recommends the B-X-24-1AY-1 Grant Amendment #1 to move \$47,517.32 CDBG grant funds from professional fees to street improvements as follows:

- Project Category #2 Burkhart Slip & Culvert Repair, Activity #1 Professional Fees \$116,000 - \$47,517.32 = \$68,482.68
- Project Category #2 Burkhart Slip & Culvert Repair, Activity #2 Street Improvements \$341,000 + \$47,517.32 = \$388,517.32

Grant deadlines will remain as follows:

- Work Completion: 8/31/2026
- Draw Deadline: 9/30/2026
- Grant Completion: 10/31/2026

Ms. Henry entertained a motion to approve signing and submission of the B-X-24-1AY-1 grant amendment #1 form as presented. Jeremy Kroll made and Q. Jay Stapleton seconded the motion to approve and sign the grant amendment #1 as presented. Roll call votes: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

\*The Commissioners and Commissioners Office attended the Board of DD Luncheon.

#### SENIOR CENTER – GENERATOR UNITS

Special Projects Manager Tom White recommended to the Commission to purchase 5 Generac 2600 watt, 200 AMP generator's for \$7400 each, totaling \$37000.00, from American Producers. President Henry entertained a motion to allow Mr. White to sign for and purchase the generators in the amount provided. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

#### ECONOMIC DEVELOPMENT – EXECUTIVE SESSION

At 2:31 p.m. the president entertained a motion to enter into executive session with Economic Development Director Taylor Stepp and County Administrator's Amanda Phillips and Janie Peck concerning Economic Development negotiations with businesses considering location, expansion, or retention in the county. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea. Returned to regular session at 2:40 p.m.; No action taken.

#### ECONOMIC DEVELOPMENT – LETTER OF SUPPORT

Economic Development Director Taylor Stepp presented the following letter of support for approval. Jeremy Kroll made and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

February 26, 2026

Dear Congressional Leaders,

FEBRUARY 26, 2026

On behalf of the Gallia County Board of Commissioners, we write to express our unanimous and enthusiastic support for the Village of Gallipolis's request for \$769,900 in FY27 Community Project Funding to replace the sewer lift station at the Dan Evans Industrial Park. This project is among the highest infrastructure priorities in Gallia County and is essential to our community's long-term economic vitality.

The Dan Evans Industrial Park represents one of the most significant economic development assets in our county and across southern Ohio. Gallia County and its partners have invested nearly \$7 million in this site, and the park has earned JobsOhio SiteOhio authentication—making it one of the state's most competitive locations for business attraction and expansion. The park is routinely presented to prospective employers as a top site option when Ohio competes for new investment, and its continued success is critical to the future of our workforce and tax base.

However, the current sewer lift station serving the park is nearing the end of its useful life and poses an immediate risk to both existing operations and planned growth. The park's site plans envision capacity for up to 14 new buildings, with one speculative building already under development. The failure of this lift station would not only threaten the tenants and jobs already in place but would effectively prevent the park from realizing its full potential—potential that we estimate will generate several hundred new jobs and millions of dollars in private capital investment over the coming years.

As county commissioners, we understand the impact that quality jobs have on our residents. Gallia County, like much of Appalachian Ohio, faces persistent challenges with population loss, workforce retention, and economic opportunity. The Dan Evans Industrial Park is our most direct answer to those challenges. Every job created at this park strengthens our schools, supports our local businesses, and gives our young people a reason to build their futures here. We estimate a 5x return on every dollar invested in this infrastructure through job creation, increased tax revenue, and downstream economic activity.

The project budget of \$769,900—covering construction, engineering, and permitting—is well-defined and reflective of responsible planning.

We respectfully and strongly urge your support for this Community Project Funding request. This is a straightforward infrastructure investment with outsized returns for the people of Ohio. The Dan Evans Industrial Park is poised to be a transformative engine for our region—it simply needs this critical piece of infrastructure to get there.

Thank you for your consideration and your continued commitment to the communities of southern Ohio.

*s/Leslie Henry, President*

*s/Jeremy Kroll, Vice President*

*s/Q. Jay Stapleton, Commissioner*

#### JAIL – BID AWARD

Seth Argabright, Jail Administrator recommended awarding the Jail Mechanical Maintenance project to DeBra-Kuempel in the amount of \$ 22,838.00 a year. The President entertained approving the recommendation as presented by Mr. Argabright. Jeremy Kroll made and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

#### GREEN SEWER PHASE 2 PAYMENT RESOLUTION # 43

GMCAA Grants Administrator Karen Sprague presented the Commission with Payment Resolution # 43 for the Green Sewer Phase 2 Project for the following items:

- Construction - \$9,850.00
  - Legal Fees = \$0.00
  - Engineering: \$2,401.27
  - Administration: \$2,473.28
  - Bond/Loan payments: \$0.00
  - Bond Counsel: \$0.00
  - Vinton County Income Qualifications - \$600.00
  - LMI Tap Connections – 2,783.42
- Total = \$18,107.97

Invoices to be paid as follows:

- Fields Excavating Pay Application #22 = \$9,850.00 to be paid by Gallia County from Green Sewer 2 Settlement Fund #410
- DLZ invoice 229170 = \$1,127.27 already paid by Gallia County from Green Sewer 2 Settlement Fund #410
- DLZ invoice 229406 = \$1,274.00 already paid by Gallia County from Green Sewer 2 Settlement Fund #410
- GMCAA December 2025 Administration Billing = \$974.64 already paid by Gallia County from Settlement Fund #410

FEBRUARY 26, 2026

- GMCAA January 2026 Administration Billing = \$1,498.64 already paid by Gallia County from Settlement Fund #410
- Vinton County LMI Qualification Billing = \$600.00 already paid by Gallia County from Settlement Fund #410
- D&D Excavating LMI Tap Connection #301 = \$2,783.42 already paid by Gallia County from Settlement Fund #410

Jeremy Kroll moved and Q. Jay Stapleton seconded a motion to approve payment resolution # 43 as submitted. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

**GREEN SEWER PHASE 2 SETTLEMENT FUND DISBURSEMENT #22**

GMCAA Grants Administrator Karen Sprague presented the Commission with Settlement Fund Disbursement #22 for the Green Sewer Phase 2 Project for the following items:

- Fields Excavating Pay Application #22 = \$9,850.00 to be paid by Gallia County from Green Sewer 2 Settlement Fund #410
- DLZ invoice 229170 = \$1,127.27 already paid by Gallia County from Green Sewer 2 Settlement Fund #410
- DLZ invoice 229406 = \$1,274.00 already paid by Gallia County from Green Sewer 2 Settlement Fund #410
- GMCAA December 2025 Administration Billing = \$974.64 already paid by Gallia County from Settlement Fund #410
- GMCAA January 2026 Administration Billing = \$1,498.64 already paid by Gallia County from Settlement Fund #410
- Vinton County LMI Qualification Billing = \$600.00 already paid by Gallia County from Settlement Fund #410
- D&D Excavating LMI Tap Connection #301 = \$2,783.42 already paid by Gallia County from Settlement Fund #410
- Total Settlement Fund Disbursement Request = \$18,107.97

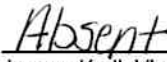
Q. Jay Stapleton moved and Jeremy Kroll seconded a motion to approve the Green Sewer 2 Settlement Fund Disbursement #22 as submitted. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Kroll, yea; Mr. Stapleton, yea.

**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. Kroll, yea; Mr. Stapleton, yea.

  
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Leslie Henry, President

  
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Amanda Phillips, Clerk to the Board

  
\_\_\_\_\_  
Jeremy Kroll, Vice President

  
\_\_\_\_\_  
Q. Jay Stapleton, Commissioner