AUGUST 28, 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 August 21, 2025 minutes. Jeremy Kroll made and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	Karen Sprague	9/5/25	Athens County	CDBG Workshop

The President entertained a motion to approve travel requests as submitted. Q. Jay Stapleton made and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

2025 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total in Foster
8/24	8	1	0	6	0	0	0	0	7	34	0	0	0	23

LEAVE DONATION APPLICATION

Commissioners received leave donation applications going to Jalea Phoenix (Probate Court) from Brian Rutherford (Probate Court). Total hours 34.30 for the pay period dated 9/5/2025.

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

SENIOR CENTER – WATER TAP

Asst. Prosecuting Attorney David Evans met with the Commissioners to discuss the water tap issues at the Senior Center. No action taken.

SHERIFF – AGREEMENT

Heather Casto submitted the following Consultant Agreement for approval. President Henry entertained a motion to approve the agreement as submitted. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

CONSULTANT AGREEMENT

This agreement is entered into on August 1, 2025, by and between the Gallia-Jackson-Vinton Joint Vocational School District Board of Education ("Board") and the Gallia County Sheriff's Office ("Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

1. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the service of a Resource Officer for the 2025-2026 contractual year, chosen by mutual agreement between Buckeye Hills and the Sheriff's Office. This Agreement is for one Resource Officer at Buckeye Hills Career Center for 40 hours per week for a total of 200 days. The Contracted Deputy for the detail will remain available to the school for use as much as possible. The Sheriff can call upon the deputy for emergency use as required. During the 2025-2026 school year, the deputy working this contract will be required to be a member of the School Resource Association and attend School Resource Officer Conference Training within the year.

The Consultant shall exercise independent professional judgment at all times and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

2. FEES

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

The Board shall pay the Consultant $36.43 per hour If the Resource Officer opts for the single plan.

The Board shall pay the Consultant $46.47 per hour if the Resource Officer opts for the family plan.

The Board shall pay Consultant $300 per month per cruiser.

The Consultant shall provide necessary uniforms and equipment.

The Consultant shall provide documentation of services as required by the Board, and payment shall be made within 30 days of receipt of documentation.

Rates are subject to change per the deputy's union contract and if health insurance increases.

3. FREQUENCY OF SERVICES

The Consultant shall provide the quality of services during the term of this Agreement:

Services described in Item No. 1 above.

4. TERM

This Agreement shall be in effect from August 2025 - July 2026 unless earlier terminated by either party.

The Board may terminate this Agreement at any time by giving notice to the Consultant at the address contained herein if the Board determines, in its sole discretion exercised in good faith, that the Consultant has violated any applicable law, rule, regulation or policy; failed to perform any duty or warranty under this Agreement; or made a misrepresentation which materially affects the level or quality of services; or if the Board is otherwise dissatisfied with the Consultant's performance.

5. RELATIONSHIP OF THE PARTIES

The Consultant is an independent contractor and may not hold himself/herself out to individuals receiving services or to others as the employee or agent of the Board. The Consultant is not required to perform services exclusively for the Board and may perform the same or similar services for others. The Consultant is responsible for all expenses incurred in rendering services under this Agreement, and the Consultant agrees to hold the Board harmless from any such expenses. At his/her sole cost, the Consultant shall maintain all licenses/certifications required by law, shall secure professional liability insurance and any other insurance required by law, and shall pay all taxes and/or fees required by law.

The Consultant shall indemnify and hold the Board harmless from and against any claim asserted by, or any liability to, any person on account of injury, death or damage to property arising out of the Consultant's acts or omission in the performance of the Agreement. If required by law, the Board shall make contributions to the Public School Employees Retirement System on behalf of the Consultant. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

6. MISCELLANEOUS PROVISIONS

This Agreement creates no third party beneficiaries.

This document sets forth the entire Agreement of the parties and supersedes all prior agreements or contracts, whether oral or written, between the parties.

CONSULTANT:
Gallia County Sheriff's Office
18 Locust Street
Gallipolis, OH 45631

BOARD OF EDUCATION:
G-J-V Joint Vocational School District

Matt Champlin, Gallia Co Sheriff Date

Superintendent Date

As approved to form:

Gallia County Prosecutor Date

Gallia County Commissioners:

e/Leslie Henry 8/28/25

e/Q Jay Stapleton 8/28/25

e/Jeremy Kroll 8/28/25

AUGUST 28, 2025

SEWER – BILL DUMMITT

Bill Dummitt, owner of property at 135 Payne Street met with the Commissioners to discuss some concerns regarding the property's sewer. Mr. Dummitt purchased the property which had a mobile home on it 10 years ago and to put a rental on. He claims that he spoke to Sewer Dept. employee Gary Myers at that time, concerning what he needed to do to access the sewer and that Gary informed him the previous owner paid the debt retirement up front and he did not need to do anything. He added that Mr. Myers said he could put up to 6 bedrooms on the property without a tap, and he later built a rental and tied its sewer service into the tap belonging to the mobile home. Mr. Dummitt is now wanting to sell the property and the Sewer Dept. is asking that he pay retroactive 10 years of unpaid sewer bills. He doesn't feel that is right and that the Sewer Dept. should have discovered that he had put a home there and had him pay.

Discussion:

Commissioner Henry stated that she has spent a lot of time on County sewer, fixing what has been an upside-down system for many years. She expressed that any type of tapping into or adding to a sewer system goes through an application process which is done at the County level. She said if the conversation is true from Gary Myers then he advocated for an illegal hookup and she would most definitely have a conversation with him. Ms. Henry said if you are going to be in the business of being a contractor, you need to make sure you understand the rules of the game. She said the gentlemen in the field are not the ones to process the applications, it is the Sewer Dept. here in the Courthouse. She added that when tap fees and bills aren't paid, the other residents of the entire County as well as the users of the system are the ones who pay because it drives the rates and that is her biggest concern.

Mr. Dummitt, in closing added that he is paying the tap fee and is wanting to close on the property as soon as possible. He asked that the Commission investigate the situation, and if they feel he owes the past sewer bills he will agree to pay.

*At 3 pm, the Commissioners were able to investigate and have conversation with Sewer Dept. employee Gary Myers. Mr. Myers has indicated that he absolutely has no recollection of having the above conversation with Bill Dummitt and knows his job and the process too well to give false information. The Commission as a whole agreed to ask Mr. Dummitt to do what he feels is the right thing to do.

No action taken.

RECESS

At 10:00 a.m. the President entertained a motion to recess today's meeting for the DJFS Planning Committee, and reconvene on August 28, 2025 at 10:30 a.m. to continue unfinished business. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

AUGUST 28, 2025

The Gallia County Board of Commissioners reconvened on this date for the purpose of completing unfinished business from the earlier Commissioner meeting. At 10:30 a.m. the meeting was called to order by President Henry. Q. Jay Stapleton made and Jeremy Kroll seconded the motion. Roll Call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

DJFS – PLANNING COMMITTEE

DJFS Director Dana Glassburn provided the Gallia County Family Services Planning Committee opportunity to review and comment on the Biennial Renewal PRC Plan which is effective October 1, 2025 through September 30, 2027 (unless otherwise terminated or extended). The committee unanimously approved the Biennial Renewal PRC Plan on August 28, 2025. Motion to approve the 2025-2027 Prevention Retention and Contingency (PRC) plan as recommended by the Family Services Planning Committee, was made by Board Member Jeremy Kroll, and seconded by Board member Q. Jay Stapleton, and the vote taken thereon resulted in: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

OSU – AGENCY UPDATE

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

ENGINEER – BID OPENING
SWAN CREEK ROAD SLIP REPAIR

The Commission held a bid opening for the Engineer's Swan Creek Road Slip Repair starting at 10:45 am Thursday, August 28, 2025. The project was advertised as follows:

Project Cost Estimates:

$331,350.00

Bids received were as follows:

Company	Total Project
Alan Stone Co Inc.	$349,793.00
DGM Inc.	$ 310,655.00

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

Bids were turned over to County Engineer for review/compliance with bid packet requirements.

OFFICE OF THE OHIO PUBLIC DEFENDER – INDIGENT PROGRAM

Laura Austen, Ohio Public Defender's office provided the Commissioners with a presentation on the Indigent Program. Also in attendance were Britt Wiseman and Rick Hedges from GCDAC and County Prosecuting Attorney Jason Holdren. No action taken.

CROWN CITY VILLAGE – PLUMB STREET (BUZZARDS ROOST CULVERT)

Steve Fulks (Mayor Crown City) and Lorna Fulks (Fiscal Officer Crown City) met with the Commissioners to follow up on their concerns on Plumb Street which is formerly known as Buzzards Roost Culvert. Ms. Fulks stated that ODOT has classified the culvert as a bridge due to it's size and the trustees claim that it would be the County Engineer's responsibility to repair. The Village has sent multiple correspondence emails and also tried calling the Engineer with no response. Mr. & Ms. Fulks expressed their concern for the liability and also the condition of the culvert especially with the upcoming winter and would like to know what their options are. Commissioner Henry spoke of her concern as well for the liability and requested to send to the County Prosecutor for an opinion. No action taken.

GREEN SEWER 2 CONSTRUCTION MEETING

At 1:00 p.m. the Commissioners, Grant Administrator Karen Sprague, and Interim County Administrators Amanda Phillips and Janie Peck attended the Green Sewer 2 Construction monthly meeting in the Commissioners' office. Others in attendance were: DLZ Reps. Gary Silcott, Tracy Shoults, Josh Fields from Fields Excavating and Tommy Dillon, sewer department.

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

DJFS– EXECUTIVE SESSION

At 2:38 p.m. the President entertained a motion to enter into executive session with DJFS Director Dana Glassburn and Attorney Don Keller to prepare for, conduct, or review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions for their employment. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea. Returned to regular session at 3:04 p.m.; No action taken.

RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT (CBA) WITH COMMUNICATIONS WORKERS OF AMERICA LOCAL 4320 AND GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

The President entertained a motion upon the recommendation of Dana Glassburn, DJFS Director, to ratify the Collective Bargaining Agreement (CBA) with Communications Workers of America (CWA) Local 4320 and Gallia County Department of Job and Family Services (GCDJFS), effective September 5, 2025, and the Memorandum of Agreement regarding annual hourly pay increases. Director Glassburn also recommended, for operational purposes, that all GCDJFS non-bargaining unit employees, except for any and all full-time and/or part-time temporary and/or permanent positions hired for the purpose of Gallia County Transit System operations that are currently employed or to be employed for such operations (such as: Transit Vehicle Operator, Transit Operations Manager and Transit Administrator/JFS Business Administrator), receive the same pay and benefits as set forth in the CBA Section 34.2 and Section 34.3C, subject to the Memorandum of Agreement regarding annual hourly pay increases, as well as Section 13.3, Article 22, 29, 30 and 33 of the CBA for the duration of the CBA as set forth in Article 37. Q. Jay Stapleton seconded the motion. Roll Call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

SEWER– EXECUTIVE SESSION

At 3:09 p.m. the president entertained a motion to enter into executive session with County Sewer employee Gary Myers concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Q. Jay Stapleton made and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea. Returned to regular session at 3:15 p.m.; No action taken.

SENIOR CENTER – WATER & SEWER AGREEMENTS

Special Projects Manager Tom White presented the Commission with Agreements for Extraterritorial Potable Water Service and Extraterritorial Sanitary Sewer Service between the City of Gallipolis and the County for the Senior Center location to be signed by President Henry. President Henry entertained a motion to allow her to sign the agreements as presented, however noting that the Commission does not agree how the city has inserted annexation language with the agreement applications. The Commission understands the benefits of annexation when you have a thriving municipality, but doing so by forcing property owners to consent to future annexation to access water and sewer service or terminate

in the future seems coercive. Ms. Henry further noted that on August 7, 2008, the Gallia County Commission addressed the following concerns:

Our final concern is that we currently have areas in the County that have sanitary sewer lines that are owned by the Village and the Village has taken the position that in order to connect to their lines you need to annex into the Village or sign an Annexation Petition in the event that you are not contiguous. We are not opposed to annexation but we do not want our constituents to be forced to annex and by allowing the Village to extend more lines into the County we may be creating more situations where we can't provide service to residents of the County.

Ms. Henry added that the concerns are much the same spanning multiple years and many commissioners; something she along with Commissioner Stapleton and Kroll believe the City should consider. It is also noted that in order for annexation to occur; it must be entertained by the County Commission.

Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

IT – NETWORK UPGRADE FOR SERVER ROOM

IT Director Tracy Atkins met provided the Commissioners with the following proposals to upgrade the network for Server Room/NOC.

- **COMPLET NOC (NETWORK OPERATIONS CENTER) REDUNDANCY - $27K**

  Features: Full redundancy at every layer-dual ISP's, dual enterprise gateways, dual core switches with failover, and dual access switches for all critical equipment.

  Pros: Maximum uptime protection, no single points of failure, enterprise-grade equipment throughout.

  Cons: Highest cost.

- **CORE LEVEL REDUNDANCY - $22K**

  Features: Same as complete except single lower cost access switch (no failover for non-server equipment at access layer).

  Pros: Protects most critical infrastructure, $5K savings over complete solution, servers still have full protection.

  Cons: Access layer remains vulnerable, potential downtime for some non-critical secondary systems in the IT room.

- **GATEWAY LEVEL REDUNDANCY - $14.5K**

  Features: Dual ISP's, dual mid-grade gateways, single enterprise core switch (expandable), single access switch.

  Pros: Protects against ISP/gateway failures (most common), future-ready core infrastructure upgrade to dual aggregation switches.

  Cons: Core switch failure affects entire network including servers. Mid-grade equipment may be less feature rich for some future endeavors, but sufficient for what we are doing now and the foreseeable future.

- **MID-GRADE GATEWAY LEVEL REDUNDANCY - $12K**

  Features: Dual ISP's, dual mid-grade gateways, single mid-grade core switch, single access switch.

  Pros: Lowest cost, addresses most common failure points (ISP/gateway), good starting point for zero-redundancy environment.

  Cons: Limited scalability, mid-grade equipment throughout, multiple single points of failure for servers and switches.

President Henry entertained a motion to allow Mr. Atkins to purchase the Complete Redundancy option in the amount of $27,000. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

HOPEWELL LEASE

Interim County Administrator Janie Peck presented the Commissioners with the following Hopewell lease for approval. President Henry entertained a motion to approve the lease as presented. 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 ____day of August, 2025, by and between the Board of County Commissioners of Gallia County, Ohio, hereinafter called Commissioners or Lessor and Hopewell Health Centers, Inc., hereinafter called Corporation of Lessee.

WITNESSETH:

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

WHEREAS, said Corporation desires to lease from Gallia County Board of Commissioners for a day program for children experiencing severe emotional problems and having difficulty functioning successfully in their schools, families and communities, the property at 8323 State Route 7 North, Cheshire, Ohio, which purposes are not deemed to be inconsistent with the need of such land for public use by the County; and

WHEREAS, Gallia County Board of Commissioners desire to lease to said Corporation the property located at 8323 State Route 7, North, Cheshire, Ohio, 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, Gallia County Board of 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 two (2) years with option to renew commencing September 1, 2025 and ending on August 31, 2027.

2. That the consideration for said Lease shall be the sum of ($10,000.00) Ten Thousand dollars per year, payable monthly during said term 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 sixty (60)

days written notice of such intention to the other party.

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

4. 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 injury and property damage, together with all costs of defense. Any defense costs outside of the policy coverage limits shall be paid by Lessee. Lessee shall include Lessor and Agency as additional insureds. CGL insurance shall apply as primary over any other insurance afforded to Lessor and Agency. Lessee waives all rights against the Lessor and Agency for damages to the extent there is coverage afforded by Lessee's insurance maintained pursuant to this Lease. Lessee shall provide a certificate of insurance, which must be in a form that is reasonably satisfactory to Lessor and Agency as to the contents of the policies and the quality of the insurance carriers. All insurers must have at least an A- (Excellent) rating by A.M. Best & Co. Lessee shall name Lessor as an additional insured on the CGL policy.

b. Lessee shall obtain and maintain insurance coverage to protect against claims made regarding Sexual Abuse/ Molestation. This Sexual Abuse/ Molestation coverage shall be required at a minimum to have a $ 1,000,000 limit. Lessee agrees to indemnify and save Lessor harmless from all loss, cost and expense by reason of injury to any person or personal property on or about the demised premises.

5. 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. Maintain in a good state of repair and in working order, all equipment, materials, components, lines, pipes, conduit and cables providing utilities to the premises, including, but not limited to, those for water, gas and electricity, to the extent same are not provided for by said respective utilities, which may normally incur to the cost of the owner, including the maintenance, repair and replacement of such equipment, materials, components, lines, pipes, conduit and cables, and any other transmission method for such utility services, and any required services for installation therefor, including excavating trenches and installing said utility infrastructure, and restoring the surface of the affected premises to its original condition.

c. Provide water to the Building; pay utility costs, provided to the Leased Premises. Water costs shall be with any lessee at the neighboring building at 8317 State Route 7, North, Cheshire, Ohio 45620. Lessee will be responsible for upkeep of septic/sewer system and costs shall be shared with neighboring building at 8317State Route 7 North, Cheshire, OH 45620.

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

AUGUST 28, 2025

e. Provide exterior lighting components.

f. Provide preventive maintenance for the Building's mechanical systems. Including the addition of hot water tanks and the installation of a water meter for submetering

g. Provide grounds maintenance for the premises which will be shared with the Lessee of the neighboring building 8317 State Route 7, North, Cheshire, Ohio.

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

i. Lessee is responsible for maintenance/upkeep of parking lot and private streets with costs to be shared with Lessee of 8317 State Route 7, North, Cheshire, Ohio.

6. 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.

7. 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.

8. 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.

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

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

11. 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.

12. 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.

13. 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. Lessee further agrees to carry public liability insurance in the amount sufficient to cover its use of said premises.

14. 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.

15. 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.

16. Lessee, its successors and assigns, hereby releases and holds harmless Lessor, its successors and assigns, from all claims, demands, causes of action, and from all liability for damages of whatsoever kind, nature or description which may hereafter arise from or out of Lessee's, or Lessee's agents, licensees' and invitees' acts, whether the same be known or unknown, anticipated or unanticipated.

Executed this 28th day of August, 2025

***The signed lease can be found in the Commissioner's Office**

ADJOURN

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

AUGUST 28, 2025

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

Absent
Leslie Henry, President

Q. Jay Stapleton, Vice President

Jeremy A. Kroll, Commissioner

Amanda Phillips
Amanda Phillips, Clerk to the Board