

NOVEMBER 13, 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 November 6, 2025 minutes. Jeremy Kroll moved 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:
EMA	nm Miller	11/18/25	Athens Ohio	EMA Sector Mto.
Commissioners	Leslie Henry	11/16-17	Columbus Ohio	OSBA Conference
911	Sherrv Daines	11/19/2025	Columbus Ohio	APCO Meeting

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

2025 Canine Shelter Weekly Report														
							Died						Died In Foster (Natural or Unknown Cause &)	
11/9	11	0	0	0	11	0	0	0	11	23	0	0	0	23

JUVENILE/PROBATE COURT - 2026 BUDGET

Juvenile Court Judge Moulton and Chief Probation Officer Brian Rutherford met with the Commissioners to discuss their 2026 budget. No action taken.

FAA BIL GRANT 2024 DRAW #15 APPROVAL

GALLIA-MEIGS REGIONAL AIRPORT PROJECT

Commissioner received from Delta Airport Consultants the FAA BIL grant 2024 draw #15 forms requesting \$7,667.54 from the County's FAA grant for the 65/95% share of the following invoices:

- Delta CA-14 23048 - \$11,352.06
- Delta CA-9 23047 • \$1,065.00
- Total= \$12,417.06
- 65/95% FAA grant= \$7,667.54
- Co. ED Funds= \$3,172.56
- Co. Gen Funds Match= \$1,576.96
- Total Local Match= \$4,749.52

Ms. Henry entertained a motion to approve and sign the grant draw #15 forms for payment of invoices as presented. Jeremy Kroll moved and Q. Jay Stapleton seconded this motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

FAA AIP GRANT 2025 DRAW #1 APPROVAL

GALLIA-MEIGS REGIONAL AIRPORT PROJECT

Commissioner received from Delta Airport Consultants the FAA AIP grant 2025 draw #1 forms requesting \$28,677.92 from the County's FAA grant for the 95% share of the following invoices:

- Delta Airport Consultants Inv# 25016-01 • \$27,022.00
- CMT IFE Analysis Inv# 24387= \$2,500
- Gallia County Administration thru 8/14/2025 = \$665.28
- Total= \$30,187.28
- 95% FAA grant= \$28,677.92
- 036 Fund Co Match = \$1,509.36

Ms. Henry entertained a motion to approve and sign the grant draw #1 forms for payment of engineering & administrative invoices as presented. Jeremy Kroll moved and Q. Jay Stapleton seconded this motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

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Laura Johnson
Superintendent

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

COMMISSIONERS- PAST SEWER AGREEMENT

James and Carolyn Haislop, owners of parcel 028-001-447-07 submitted the following agreement to the Commissioners

June 23, 2022

TO: KENNETH DILLON

FROM: GALLIA COUNTY BOARD OF COMMISSIONERS

The Gallia County Board of Commissioners is providing this letter as our agreement to issue the following in exchange for your approval of an easement for location of sewer line within your parcel 028-001-447-07:

1. Sewer Connection from house to main line will be at the expense of the County when project put into service.
2. Yard work clean-up at installation site- fill dirt, top soil, seed and straw
3. Correct the length of the culverts in along the property.
4. Replace concrete driveway entrance and 4' approach

Approved this date June 23, 2022

Gallia County Commissioners

(Signature), President

(Signature), Vice President

(Signature), Commissioner

Property Owner

(Signature)

President Henry entertained a motion to honor the submitted agreement and to give Sewer Dept. Superintendent Tommy Dillon direction to proceed with the above mentioned items. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

DEFERRED AGENDA- EXECUTIVE SESSION

At 10:10 a.m. the President entertained a motion to enter into executive session with County Administrators Amanda Phillips and Janie Peck concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea. Returned to regular session at 10:20 a.m.; No action taken.

EMPLOYEE HIRE- MAINTENANCE

County Administrator Amanda Phillips recommended to hire Chaz Middendorf on behalf of Maintenance Director Sam Garber, as a full-time custodian, classified employee for the Maintenance Department effective November 17, 2025 with a one-year probationary period and a pay rate of \$15.00 per hour. This position is a classified position. Mr. Middendorf will also accrue vacation, personal, and sick leave in increments specified by the Gallia County PPM. Employment will be pending successful completion of background check and drug test. President Henry entertained a motion to hire Mr. Middendorf full-time as recommended by M. Jeremy Kroll moved and Leslie Henry seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

EMPLOYEE HIRE - MAINTENANCE

County Administrator Amanda Phillips recommended to hire Louis Williams on behalf of Maintenance Director Sam Garber, as a full-time custodian, classified employee for the Maintenance Department effective November 17, 2025 with a one-year probationary period and a pay rate of \$15.00 per hour. This position is a classified position. Mr. Williams will also accrue vacation, personal, and sick leave in increments specified by the Gallia County PPM. Employment will be pending successful completion of background check and drug test. President Henry entertained a motion to hire Mr. Williams full-time as recommended by M. Jeremy Kroll moved and Leslie Henry seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

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AGREEMENT

This Agreement is made and entered into in Gallia County Ohio, effective as of the 1st day of January, 2026, by and between the Gallia County Public Defender Commission, Gallia County, Ohio (hereinafter referred to as Commission), and Gallia County Defense Attorney Corporation, an Ohio non-profit corporation (hereinafter referred to as GCDAC).

WHEREAS, by resolution duly passed by the Gallia County Commissioners on January 18, 2007 the Gallia County Public Defender Commission was created; and

WHEREAS, the Commission is obligated by Section 120.14 of the Ohio Revised Code, to provide for counsel to represent indigent persons in the proceedings set forth in division (A) of Section 120.16 of the Ohio Revised Code; and

WHEREAS, pursuant to Section 120.14 of the Ohio Revised Code, the Commission may contract with a non-profit corporation for the provision of services in accordance with Section 120.14 and 120.44 and

WHEREAS, the Gallia County Commissioners passed a Resolution, authorizing a contract between the Commission and GCDAC, for indigent representation from January 1, 2026 through December 31, 2026; and

WHEREAS, the Gallia County Commissioners have budgeted and appropriated the sum of 496,500.00 for 2026 to fund the Gallia County Public Defenders Commission for the provision of indigent representation as set forth hereafter.

WHEREAS, GCDAC has the primary purpose of providing legal representation to indigent persons and is in a position to provide competent legal counsel to indigents in criminal and certain other juvenile matters; and

WHEREAS, the Commission desires to contract with GCDAC and GCDAC desires to undertake the statutory obligations of the County Public Defender.

NOW THEREFORE, In consideration of the mutual promises of the parties set forth herein, the parties agree that:

1. The term of this Agreement shall be from January 1, 2026 to December 31, 2026
2. GCDAC shall provide to the Gallia County Common Pleas Court, General Division, Domestic Division and Juvenile Division, and Gallipolis Municipal Court, with indigent representation in all criminal cases, contempt proceedings arising from failure to pay child support and other required Juvenile Court matters as provided for by Ohio Revised Code 2151.352 referred to it by the Courts excluding homicides with death penalty specifications. In the event that no attorney of the GCDAC can represent a Defendant due to a conflict, it shall not be the responsibility of the GCDAC to cover the cost of appointing independent counsel.
 - a. GCDAC nor any attorneys duly appointed or assigned shall be obligated to pursue any appeal which GCDAC or the attorney determines lacks merit or for any other reasons within professional ethical judgment should not be pursued.
3. In all cases arising within the jurisdiction of Gallia County, Ohio, GCDAC shall provide attorneys to act as counsel of record for indigents at arrest, at formal charging, or at indictment provided such indigents qualify for representation under the guidelines established by the Ohio Public Defender in Rule 120-1-3 of the Ohio Administrative Code which is incorporated herein by reference.
4. As required by OAC 120-1-12 (E)(11), GCDAC shall require all counsel under contract herein be available to eligible defendants at their request or the request of someone acting on their behalf as required by law, including but not limited to at police questioning, arraignment, formal charging, or indictment and that counsel be accessible to applicants. In regard to criminal or delinquency matters before formal court appointment. The GCDAC shall insure that attorneys provided by the contract shall be accessible to applicants in regard to criminal or delinquency matters before formal court appointment.
5. Upon request for indigent representation in appropriate cases, the Court shall refer the individual to GCDAC. GCDAC shall require the requesting individual to complete a financial Disclosure/Affidavit of Indigency and/or other forms as shall be required by the Ohio State Public Defender to insure reimbursement by the State of Ohio, and shall determine indigency of such individual, subject to review by the Court, in the same manner as provided in Section 120.05 of the Ohio Revised Code and OAC 120-1-3. Within no more than three (3) days from receipt of said referral, GCDAC shall report back to the Court on its finding of indigency and if so found, provide the Court with the entry of appearance of counsel.
6. In connection with the performance of work under this Agreement, the GCDAC agrees not to discriminate against any employee, independent contractor, or applicant for employment

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because of race, color, religion, sex, handicap, or national origin. GCDAC shall take affirmative action to ensure applicants are employed, and those employees are treated during employment without regard to their race, color, religion, **sex**, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprentice.

7. GCDAC has the responsibility to complete any and all cases once representation has commenced under the terms of this Agreement. Representation commenced in the trial court shall be continued through all trial court proceedings. This provision does not prohibit GCDAC From Withdrawing from a case due to an irresolvable conflict of interest recognized by the Court, or from withdrawing due to a finding of the client's financial Ineligibility for services. It is anticipated that a conflict of interest for an individual attorney providing services hereunder does not necessarily mean that GCDAC cannot continue to provide representation through another attorney. The substitution of a different attorney to a case shall not be considered a *new* referral or appointment for the purpose of identifying the number of cases referred. In the event that a conflict does exist which prevents representation by any of the attorneys of GCDAC the Court shall appoint an attorney and which attorney fee shall be paid by Gallia County. Choice of conflict counsel outside of GCDAC shall be at the sole discretion of the applicable trial court.
8. GCDAC will utilize the service of attorneys as independent contractors. Attorneys will devote the time necessary to provide effective representation to the indigent clients. All attorneys employed by GCDAC must meet the qualification and training requirements established in OAC 120-1-10. The sum total of TENTHOUSAND Dollars (\$10,000.00) shall be set aside from the total amount of this contract for training for the attorneys of the GCDAC and their staff (training portion). GCDAC shall determine the distribution of said funds for training. Should there be any sum of money remaining from the training portion described herein, said sum shall be disbursed to the GCDAC for distribution. Said disbursement shall be made on or before December 31, 2023.
9. GCDAC shall employ or independently contract for support staff and non-attorney personnel as needed to complete the obligations of this contract. When deemed appropriate by GCDAC based on the training and experience of attorneys, special needs for investigators, social workers, mental health professionals, and other forensic experts necessary to provide competent representation shall be brought to the attention of the Court for authorization of procuring the services at county cost. Compensation for employees, subcontractors and retained experts shall be at rates commensurate with their training, experience and at a rate similar to other public agencies within Gallia County.
10. GCDAC may request payment in addition to that under this agreement for cases that require an extraordinary amount of time and preparation. The request for such consideration must be approved in advance by the Judge assigned to such case.
11. GCDAC shall retain financial records, submit financial reports and submit to an annual financial audit. A report of these findings shall be provided to the Commission and shall also be forwarded to the Ohio Public Defender Commission as part of the annual report submitted pursuant to Sections 120.14 and 120.24 of the Ohio Revised Code.
12. GCDAC shall provide Indigent representation to all clients in a professional, skilled manner consistent with Chapter 120 of the Ohio Revised Code, the Rules of the Ohio Public Defender Commission, the Ohio Public Defender Standards, the canons of ethics for attorneys in Ohio, and case law and applicable court rules defining the duties of counsel and rights of parties.
13. GCDAC shall require all attorneys participating as independent contractors to provide proof of malpractice insurance in minimal amounts of \$100,000 per claim, and \$300,000 in the aggregate.
14. GCDAC shall maintain a case reporting system, and upon request shall be available to the appropriate courts of Gallia County, the Board of Commissioners of Gallia County, and the Public Defender Commission of Gallia County. However, no information shall be required to be released that may be deemed to breach the attorney-client privilege. GCDAC shall report the caseload data to the State Public Defender, the Gallia County Public Defender Commission, and appropriate Gallia County officials on a monthly basis, or as shall be required by the State Public Defender. Payment will not be issued unless the proper reporting is submitted to Gallia County.
 - a. GCDAC shall track and report to the Gallia County Auditor's Office monthly and to the Gallia County Commissioners Office annually the number of cases for which it provides legal representation to indigent adults and juveniles charged with a violation of an ordinance of the municipal corporation of Gallipolis for which the penalty or possible adjudication includes the potential loss of liberty. This report shall include the case number and the dollar amount charged by the attorney. Payment will not be issued unless the report is submitted to Gallia County.
15. Gallia County shall pay to GCDAC
 - a. For services provided hereunder, except as otherwise provided in this section, as follows:

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- i. For FY 2026 the sum of Four Hundred Ninety-six Thousand Five Hundred dollars (\$ \$496,500.00) to be paid in equal monthly \$41,375.00 installments of \$ on or before the second Friday of the month during FY 2026. Said sums shall be appropriated by the Board of County Commissioners and be available to meet the requirements under this agreement.
16. The Gallia County Commissioners shall retain all reimbursement reports for funds received for indigent attorney fees.
17. This contract shall be effective from January 1, 2026 through December 31, 2026. Either party may terminate this contract upon giving thirty (30) days Written notice to the other party. Should this contract be terminated, the County shall remain obligated to provide indigent representation in a manner provided by law.
18. Should the GCDAC have insufficient attorneys to meet the obligations set forth herein, additional attorneys shall be required by the GCDAC to provide adequate and competent representation. The Judges of the various courts served by the GCDAC by a majority vote shall determine, after discussion with GCDAC when there exists insufficient attorneys to service the Courts.
19. GCDAC shall submit any and all forms necessary to insure reimbursement for the county, in accordance with the requirements of the Office of the Ohio Public Defender. This shall be done on a monthly basis. Failure to submit the necessary forms in a timely manner could result in payments being held under this contract.
20. Neither a public defender, non-profit corporation (contracted attorneys for indigent defense), nor a court-appointed counsel may accept a workload that threatens to deny due process of law or constitutional rights to any client, places the office or attorney in imminent danger of violating the Ohio Rules of Professional Conduct, or otherwise threatens quality representation of the client. The non-profit corporation will adhere to the workload standards of OAC 120-1-07 Factors to be considered in determining appropriate workload include:
- (1) The number and complexity of cases the attorney is handling.
 - (2) The attorney's experience and ability, including the number of years the attorney has practiced law; the proportion of time the attorney has dedicated to criminal or juvenile defense; the types of cases, including degree of charges and difficulty of cases, which the attorney has handled in the past; and the attorney's ability to satisfy or exceed performance standards established by the Ohio Public Defender Commission
 - (3) The attorney's out-of-court duties, including meeting with clients, witnesses, experts, and other persons involved in cases; research and writing of briefs, memoranda, motions, and letters; management or supervisory duties; and office or clerical work.
 - (4) The attorney's access to information technology, including online research tools, on-line court dockets, and case file information.
 - (5) The attorney's support staff, including legal secretaries, administrative assistants, paralegals, investigators, mitigation specialists, and social workers
 - (6) Local discovery practices, the ease with which the attorney can access all discoverable materials, and the amount of discovery and evidence that must be reviewed
 - (7) How the court's scheduling and other procedures impact the attorney's use of time.
 - (8) How much the attorney must travel in order to provide quality representation.
 - (9) Other factors relevant to the attorney's workload
- Whenever, by reason of excessive workload, a public defender or appointed counsel determines that the assumption of additional cases or continued representation in previously accepted cases will lead to the inadequate representation of any client, the public defender or appointed counsel shall:
- (1) Declare such fact to the court on the record; and
 - (2) Request that the court allow the attorney's withdrawal as counsel from assigned cases and appoint substitute counsel, or allow the attorney to temporarily refrain from accepting new cases.

- The full signed agreement will be on file in the Commissioner's office.

LANOBANK - NOTICE OF INTENT

Landbank Director Lynn Angell submitted the following Notice of Intent to be signed by the Commission. President Henry entertained a motion to approve the Notice of Intent as submitted by Ms. Angell. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

Lydia Mihalik, Director

NOVEMBER 13, 2025

Ohio Department of Development
77 South High Street, 29th Floor
Columbus, Ohio 43215

Re: Notice of Intent-Lead Entity Designation for Demolition and Site Revitalization

Dear Director Mihalik,

House Bill 96 of the 136th General Assembly, Ohio Revised Code 122.6511(B)(4)(a) and 112.6512(B)(4)(a) Which states "If a county has a population of less than one hundred thousand according to the most recent federal decennial census, the director shall select the lead entity from a list of recommendations made by the board or county commissioners of the county. The board shall submit a lead entity letter of intent and any other documentation required by the director in order for the director to select a lead entity for that county."

Please find the enclosed list (or) identified lead entity for the Building Demolition and Site Revitalization Program, for (NAME) County and the list of authorized users for the online application.

Thank you for your consideration,
Board of County Commissioners

Signatures:

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1 p.m. - Commissioner Kroll and Stapleton attended the GAS Reconstruct Existing Airport Meeting and Commissioner Henry attended virtually.

' Commissioner Henry departed the Commissioner 's Meeting upon conclusion of the Airport Meeting.

AMENDMENT - EMPLOYEE HIRE - MAINTENANCE

Vice President Stapleton entertained a motion to amendment to the following journal entry from earlier today:

County Administrator Amanda Phillips recommended to hire Chaz Middendorf on behalf of Maintenance Director Sam Garber. as a full-time custodian, classified employee for the Maintenance Department effective November 17, 2025 with a one-year probationary period and a pay rate of \$15.00 per hour. This position is a classified position. Mr. Middendorf will also accrue vacation, personal, and sick leave in increments specified by the Gallia County PPM. Employment will be pending successful completion of background check and drug test. President Henry entertained a motion to hire Mr. Middendorf full-time as recommended by M. Jeremy Kroll moved and Leslie Henry seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, nay; Mr. Kroll, yea.

Mr. Stapleton entertained to amend the motion and hire Chaz Middendorf on behalf of Maintenance Director Sam Garber, as a full-time custodian, classified employee for the Maintenance Department effective November 17, 2025 with a one-year probationary period and a pay rate of \$15.00 per hour. Mr. Middendorf will not be eligible to receive the end of the year raise, IF the County would decide to give one in 2025. This position is a classified position, Mr. Middendorf will also accrue vacation, personal, and sick leave in increments specified by the Gallia County PPM. Employment will be pending successful completion of background check and drug test. Jeremy Kroll moved to approve the amendment and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, absent; Mr. Stapleton, yea; Mr. Kroll, yea.

EMPLOYEE HIRE - MAINTENANCE

Vice President Stapleton entertained a motion to amendment to the following journal entry from earlier today:

County Administrator Amanda Phillips recommended to hire Louis Williams on behalf of Maintenance Director Sam Garber, as a full-time custodian, classified employee for the Maintenance Department effective November 17, 2025 with a one-year probationary period and a pay rate of \$15.00 per hour. This position is a classified position. Mr. Williams will also accrue vacation, personal, and sick leave in increments specified by the Gallia County PPM. Employment will be pending successful completion of background check and drug test. President Henry entertained a motion to hire Mr. Williams full-time as recommended by Mr. Garber. Jeremy Kroll moved and Leslie Henry seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, nay; Mr. Kroll, yea.

Mr. Stapleton entertained to amend the motion and hire Louis Williams on behalf of Maintenance Director Sam Garber, as a full-time custodian, classified employee for the Maintenance Department effective November 17, 2025 with a one-year probationary period and a pay rate of \$15.00 per hour. Mr. Williams will not be eligible to receive the end of the year raise, IF the County would decide to give one in 2025. This position is a classified position. Mr. Williams will also accrue vacation, personal, and sick leave in increments specified by the Gallia County PPM. Employment will be pending successful completion of background check and drug test. Jeremy Kroll moved to approve the amendment and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, absent; Mr. Stapleton, yea; Mr. Kroll, yea.

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EMPLOYEE HIRE - IT - CARTER

Vice President Stapleton entertained a motion to amendment to the following journal entry from earlier today:

IT Director Tracy Alkins recommended to hire Peyton Carter as a full-time, classified employee for the IT Department effective November 17, 2025 with a one-year probationary period and a pay rate of \$18.50 per hour. This position is a classified position. Mr. Carter will also accrue vacation, personal, and sick leave in increments specified by the Gallia County PPM. Employment will be pending successful completion of background check and drug test. President Henry entertained a motion to hire Mr. Carter full-time as recommended by Mr. Atkins. Jeremy Kroll moved and Leslie Henry seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

Mr. Stapleton entertained to amend the motion and hire Peyton Carter as a full-time, classified employee for the IT Department effective November 17, 2025 with a one-year probationary period and a pay rate of \$18.50 per hour. Mr. Carter will not be eligible to receive the end of the year raise, IF the County would decide to give one in 2025. This position is a classified position. Mr. Carter will also accrue vacation, personal, and sick leave in increments specified by the Gallia County PPM. Employment will be pending successful completion of background check and drug test. Jeremy Kroll moved to approve the amendment and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, absent; Mr. Stapleton, yea; Mr. Kroll, yea.

SHERIFF - TRUCK PURCHASE

Vice President Stapleton entertained a motion to allow Sheriff Champlin to purchase a 2024 Chevy Silverado truck in the amount of \$65,466.25 from nm Lally Chevrolet to add to his vehicle fleet. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, absent; Mr. Stapleton, yea; Mr. Kroll, 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, absent; Mr. Stapleton, yea; Mr. Kroll, yea.



 Leslie Henry, President



 Q. Jay Stapleton, Vice President



 Jeremy A. Kroll, Commissioner

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 Amanda Phillips, Clerk to the Board