## July 16, 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 Jeremy Kroll. Roll Call: President Jeremy Kroll, present; Vice President Q. Jay Stapleton, present; Commissioner Tony Hughes, present.

The President entertained a motion for approval of the July 9, 2026 minutes. Q. Jay Stapleton made and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, 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 |
| 7/12 | 7 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 | 37 | 0 | 0 | 0 | 23 |

### GALLIPOLIS TOWNSHIP BURKHART LANE CULVERT PROJECT PAYMENT ESTIMATE #2

Grants Administrator Karen Sprague presented the Commission with Payment Estimate #2 for the Gallipolis Township Burkhart Lane Culvert Project for the following items:

• Construction - $74,317.32

• Total= $74,317.32

Invoices will be paid as follows:

• Culy Contracting Pay Estimate #2 = $74,317.32 to be paid by County from B-X-24-1AY-1 CDBG Grant in Fund #425

Mr. Kroll entertained a motion to approve and sign the contractor's payment estimate #2 as submitted. Q. Jay Stapleton moved and Tony Hughes seconded a motion. Upon roll call votes were as follows: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.



### GALLIPOLIS TOWNSHIP BURKHART LANE CULVERT PROJECT – CLOSEOUT

Grants Administrator Karen Sprague presented the Commission with the following Contract Closeout Documents for the Gallipolis Township Burkhart Lane Culvert Project:

· Culy Contracting - Change Order #2 – Time Extension Change Order adding 25 calendar days extending completion of work to 6/26/2026 (Note: approved & signed by Project Engineer DLZ)

· Culy Contracting - Certificate of Substantial Completion Form – date of all work completion is 6/26/2026 (Note: approved & signed by Project Engineer DLZ)

· Culy Contracting - Certificate of Work and Affidavit of Payment to Subcontractors and Suppliers

· Culy Contracting – Final Payroll Affidavit

Mr. Kroll entertained a motion to approve the documents noted above as presented and grant the President permission to sign Culy Contracting Change Order #2 and Culy Contracting Certificate of Substantial Completion. Q. Jay Stapleton moved and Tony Hughes seconded a motion. Upon roll call votes were as follows: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

### TRANSIT – CONTRACT

Transit Administrator Kathy Campbell presented the following contract for approval. Q. Jay Stapleton moved to approve the contract as presented by Ms. Campbell. Tony Hughes seconded the motion. Upon roll call votes were as follows: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

### GALLIA COUNTY DJFS AND TRANSIT CONTRACT

This contract is entered into on July 1, 2026, between the Department of Job and Family Services ("Agency") of Gallia County and Gallia County Transit ("Contractor"), for the purchase of Non-Emergency Medical Transportation (NEMT) services. In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this Contact agree as follows:

**Article 1 – Purpose**

The purpose of this Contract is for the procurement of goods or services for use by Gallia County Job and Family Services in the administration of NEMT services. This Contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OMB Circular A-133 (A-133) or in the federal grants management "common rule."

**Article 2 – Scope of Services/Deliverables**

A. Agency Responsibilities – Purchase NEMT services.

B. Contractor Responsibilities – Provide NEMT for all areas of Gallia County to GCDJFS approved designations for program eligible individuals, including program eligible wheelchair and other handicapped individuals.

**Article 3 – Billing and Payment**

The billing rate is set at $3.18 per mile for the first quarter and will be adjusted accordingly after cost allocation worksheet is submitted per payment. Reimbursement expenditures for the contract period shall be based on actual costs as determined in the cost allocation worksheet. Cost settlement will be invoiced (positive or negative) quarterly to verify pricing is correct and adjustments will be made. Invoicing for clients will start with the first pick up mile and end with the last drop off mile. No additional fees may be charged to the consumer for services rendered under this contract.

Contractor agrees to maintain all records including number of persons served; number of trips; trip mileage; customer signature on trip log; time and point of departure and arrival for trips.

Contractor must submit a detailed invoice each month to Agency within thirty (30) days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The vendor number (federal taxpayer I.D.).

Under no circumstances will Agency make payment for any goods or services invoiced after June 30, 2027. The final invoice must be received by the Agency by the close of business at 4:00 p.m. on August 31, 2027.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely, but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within ten (10) days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Gallia County Auditor actually issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

**Article 4 – Availability of Funding**

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds; appropriations made by the Ohio General Assembly; awards by the Ohio Department of Job and Family Services; and appropriations by the Gallia Board of County Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

**Article 5 - Duration of contract**

A. This Contract will be effective from July 1, 2026, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through June 30, 2027, inclusive, unless otherwise extended or renewed, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Subject to any extension or of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

**Article 6 – Extension or Renewal of Contract**

The Agency and Contractor may determine that an extension or renewal of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended or renewed for a period not to exceed one year with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension or renewal is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

**Article 7 – Amendment of Contract**

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

**Article 8 – Termination**

A. Either party may terminate this Contract upon thirty (30) days written notice to the other party.

B. Notwithstanding Article 5-A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination thirty (30) days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

**Article 9 - Records Availability and Retention**

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of three years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year period, whichever is later.

**Article 10 - Confidentiality**

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

**A.** All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

**B.** All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret.

**C.** Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Gallia County, ODJFS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**Article 11 – Conflict of Interest/Ethics**

Contractor agrees that Contractor will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Gallia County code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement.

Contractor agrees that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

**Article 12 - Independent Contractor**

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

**Article 13 - Limitation of Liability: Contractor Duties**

A. Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Gallia County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Agency, any official or employee of Agency acting in his or her official capacity, and Gallia County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Agency to do so. Contractor will not permit any lien or claim to be filed or prosecuted against the county or Agency on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Agency's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 3 of this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity, or Gallia County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity, or Gallia County. If any information and/or assistance is furnished by Agency at Contractor's written request, it is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

**Article 14 – Assignment and Subcontracting**

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within three working days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

**Article 15 – Governing Law**

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

**Article 16 – Integration and Modification**

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

**Article 17 – Severability**

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

**Article 18 – Equal Employment Opportunity**

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

**Article 19 – Compliance Requirements**

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5) (for construction contracts over $2,000);
- Sections 3702 and 3704 of the Contract Work hours and Safety Standards Act (40 U.S.C. 3701-3708 as supplemented by Department of Labor regulations (29 CFR part 5) (for contracts in excess of $100,000 that involve the employment of mechanics or laborers);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in department of labor regulations (29 CFR Part 3);
- 42 U.S.C. 7401-7671 of the Clean Air Act, and the Federal Water Pollution Control Act as amended (33 U.S.C. Part 1251-1387) (for contracts over $150,000);
- Contractor has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment (31 U.S.C. 1352). Certification is required for contractors for an award of $100,000 or more;
- Compliance with Debarment and Suspension (Executive Orders 12549 and 12689). Award must not be made to parties listed on the government wide exclusions in the System for Award Management. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 29 CFR Part 98 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3517.13 (I) and (J), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.
- Domestic preferences – As appropriate and to the extent consistent with law, the agency should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials, produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**Article 20 – Child Support**

Contractor agrees to cooperate with ODJFS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support, which is issued pursuant to Chapter 3113, Revised Code.

**Article 21 – SNAP – Supplemental Nutrition Assistance Program**

Transportation for FSET (Food Share Employment and Training) required disclosure.
Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for with sub-grantee receives Federal Financial Assistance from FNS.

**Article 22 – Benefits**

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Gallia County.

## COMMISSIONERS – EXECUTIVE SESSION

At 10:19 a.m. the president entertained a motion to enter executive session with County Administrator's Amanda Phillips and Janie Peck concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Q. Jay Stapleton moved and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea. Returned to regular session at 10:30 a.m.; No action taken.

## BOARD OF DD

President Kroll entertained a motion that would allow the Commission to sign the following letter presented by Board of DD Superintendent Laura Johnson. Q. Jay Stapleton moved for the Commission to sign, and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

July 17, 2026

Lyndsay Nash, Director Ohio Department of Developmental Disabilities 30 East Broad Street Columbus, Ohio 43215

Dear Director Nash,

On behalf of the Gallia County Board of Commissioners, we would like to express our appreciation for the leadership demonstrated by the Ohio Department of Developmental Disabilities as you continue to explore long-term solutions for the fiscal and compliance sustainability of Ohio's county board system.

As county commissioners, we recognize the critical role the Gallia County Board of Developmental Disabilities plays in serving some of our county's most vulnerable citizens. We also understand the increasing financial challenges facing county boards throughout Ohio and appreciate DODD's willingness to engage local leaders in thoughtful discussions regarding innovative approaches to ensuring the long-term sustainability of these essential services.

As elected officials responsible for the stewardship of taxpayer resources, we believe it is both appropriate and necessary to explore opportunities that strengthen the financial stability of county boards while maintaining high-quality, locally responsive services. We appreciate that these discussions are focused on evaluating options rather than reaching predetermined conclusions, and we support the continued collaboration between DODD and participating county boards as potential solutions are developed and refined.

We commend DODD for proactively addressing these statewide challenges and for fostering an environment where local leaders can openly discuss ideas that may help preserve the strength and sustainability of Ohio's developmental disabilities system for years to come.

Thank you for your leadership and your commitment to working collaboratively with local partners. We appreciate the opportunity for Gallia County's concerns and perspectives to be considered as these important conversations continue.

Sincerely,

Gallia County Board of Commissioners

s/Jeremy Kroll
s/Q. Jay Stapleton
s/Tony Hughes

## EPA & HEALTH DEPARTMENT

County Sewer Superintendent Tommy Dillon, along with members from the County Health Department and the Environmental Protection Agency appeared before the Commissioners to discuss the Rodney Village 2 wastewater treatment plant. Discussion focused on the required decommissioning of the facility, as the current extension allowing operation is set to expire in September. An update was provided from the County Administrators on the number of residents who have not yet connected to the County Sewer system and discussed ongoing efforts to complete the remaining connections. The possibility of obtaining an additional extension of the plant's operational life beyond the September expiration date was also discussed to allow sufficient time for all remaining residents to connect prior to decommissioning. No action taken.

JULY 16, 2026

**1 p.m. – Commissioners held the Ribbon Cutting Ceremony for the Gallia Regional Airport Terminal building at the airport.**

**4 p.m. – Commissioners attended the Ribbon Cutting of the New Livestock building and groundbreaking for the new multi-purpose event center held by the Gallia County Agricultural Society at the new Fairgrounds.**

**ADJOURN**

At 4:15 p.m. the President entertained a motion for adjournment. Q. Jay Stapleton made and Tony Hughes seconded the motion Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

Jeremy Kroll

Jeremy Kroll, President

Q. Jay Stapleton, Vice President

Tony Hughes

Tony Hughes, Commissioner

Amanda Phillips

Amanda Phillips, Clerk to the Board