

September 24, 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 September 17, 2026, minutes. Tony Hughes made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
EMA	TIM MILLER	9.28.26-9.30.26	COLUMBUS OH	EMA DIRECTORS CONFERENCE

The President entertained a motion to approve travel requests as submitted. 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
9/20	5	0	1	0	0	0	0	0	1	17	0	0	0	23

SHERIFF – CONSULTANT AGREEMENT

Sheriff Matt Champlin submitted the following agreement for approval. Q. Jay Stapleton moved to approve, and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

CONSULTANT AGREEMENT

This agreement is entered into on August 1, 2026, by and between the Gallia County Local 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 2026-2027 contractual year, chosen by mutual agreement between Gallia County Local School District and the Sheriff's Office. This Agreement is for one Resource Officer at Gallia County Local School District for up to 30 hours per week during scheduled school year. The Contracted Deputy for the detail will remain available to the school for use as much as possible and the Consultant and the Board agrees to provide flexibility in scheduling to modify the schedule to accommodate contracted deputy to attend extra-curricular events within the officer's week. The Sheriff can call upon the deputy for emergency use as required. During the 2026-2027 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 one year and/or any other mutually agreed upon (between the Consultant and the Board) training which will be paid for by the Board.

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

The Board shall pay the Consultant \$22.97 per hour which includes hourly rate plus fringe benefits while officer is obtaining certification and \$26.94 after officer is certified.

The Board shall pay Consultant \$200 per month for cruiser use and maintenance.

The Board shall provide a "one time" payment made to the Consultant by the Board in order to supply and equip the deputy in the amount of \$16,700.00. (\$8,000 academy equipment, \$8,700 employment equipment) This includes but is not limited to uniform items, bulletproof vest, firearm, ammunition, radios (handheld and in-car), taser, etc.

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

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

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3. FREQUENCY OF SERVICES

The Consultant shall provide the quality of services during the term of this Agreement: School Resource Deputy for (6) six hours per day or services described in Item No. 1 above. Services will be for up to (30) thirty hours per week.

4. TERM

This Agreement shall be in effect from August 2026 - July 2027 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.

BOARD: BOARD OF EDUCATION CONSULTANT:

SHERIFF'S OFFICE

Gallia County Local School District
4836 SR 325
Patriot, OH 45658

Gallia County Sheriff's Office
537 Second Ave
Gallipolis, Ohio 45631

DEFENSE OF THE INDIGENT

President Kroll entertained a motion to approve the following Defense of the Indigent Agreement. Q. Jay Stapleton moved and Tony Hughes seconded the motion. Roll call: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

AGREEMENT

This Agreement is made and entered into in Gallia County, Ohio, effective as of the 1st day of January, 2027, 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

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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, 2027 to December 31, 2027.
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 individuals, 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 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

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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 TEN THOUSAND 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:
 - i. For FY 2026 the sum of Five Hundred and ten thousand dollars (\$500,000.00), to be paid in equal monthly installments of \$42,500 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 reimbursements for funds received for indigent attorney fees.
17. This contract shall be effective from January 1, 2027 through December 31, 2027. 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.

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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 meetings 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, online 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.

CHIP PROGRAM - SUBORDINATION AGREEMENT

GMCAA Grants Administrator Karen Sprague presented the Commission with a Subordination Agreement from WesBanco Bank Inc. on behalf of William Shawn McNeal and Wendy Leigh McNeal, of Gallia County, Ohio, for the County's mortgage recorded for the CHIP Program, B-C-00-025-2. Q. Jay Stapleton made and Tony Hughes seconded this motion. Upon roll call votes were as follows: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

DOCUMENT SERVICE CO.

Keith Kramer, President/C.E.O. of Document Service Company met with the Commissioners to provide an introduction and explain the services his company provide the County. No action taken.

11 a.m. – The Commissioners attended the monthly Planning Commission meeting in their office.

PARTIAL RELEASE OF REAL ESTATE MORTGAGE GALLIA COUNTY CHIP PROGRAM (B-C-15-025-1)

Grants Administrator Karen Sprague advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met the term of the mortgage being 10 years and a partial release is now warranted. A partial release is required since the county can only release 85% of the mortgage, which amount equals \$27,353.00. The balance of 15%, which amount equals \$4,827.00, must remain in effect until paid

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in full. The Prosecuting Attorney prepared the Partial Release of Real Estate Mortgage forms. Mr. Kroll entertained a motion that the Partial Release of Real Estate Mortgage for the following people be approved and signed as presented:

- Charles T. & Barbara S. Glassburn, Records Mortgage Records Volume 590 Page 997-999

Q. Jay Stapleton made and Tony Hughes seconded the motion. Upon roll call votes were as follows: Mr. Kroll, yea; Mr. Stapleton, yea; Mr. Hughes, yea.

Release of real estate mortgage forms will be signed by Mr. Kroll, as President of the Commission, and is on file in the County's CHIP files.

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a portion of a real estate mortgage executed by **CHARLES T. & BARBARA S. GLASSBURN**, to the above named County of Gallia, Office of Gallia County Commissioners, dated September 21, 2016, and recorded in Volume 590, Page 997-999, of the Mortgage Records of Gallia County, Ohio. (This document releases 85% of said mortgage, which equals \$27,353.00. The balance of said mortgage will remain in effect until paid in full, balance remaining equals \$4,827.00)

IN WITNESS WHEREOF, the above-named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 24th day of September, 2026.

WITNESSES:

COUNTY OF GALLIA, OFFICE

GALLIA COUNTY COMMISSIONERS

s/ Karen Sprague

s/ Jeremy Kroll

JEREMY KROLL, PRESIDENT

s/ Amanda Phillips

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Jeremy Kroll, President of County of Gallia, Office of Gallia County Commissioners, to me personally known, who acknowledged that he did execute the foregoing instrument as such officer and that the same is his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Gallipolis, Ohio, the day and year last above written

s/ Janie Peck

NOTARY PUBLIC

This instrument Prepared by:

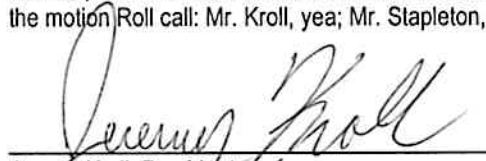
Jason Holdren, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.

*Commissioners attended the Preconstruction meeting for the Huntington Township Durgan Road Paving Project

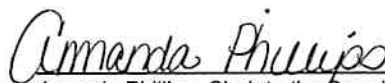
1:00 p.m. – Commissioners and Gallia County Economic Development went to Lawrence County to meet with the Lawrence County Commissioners, Lawrence County Economic Development and State Representative Jason Stephens.

ADJOURN

At 4:00 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.



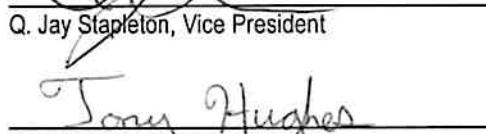
Jeremy Kroll, President



Amanda Phillips, Clerk to the Board



Q. Jay Stapleton, Vice President



Tony Hughes, Commissioner