

JUNE 28, 2018

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 David K. Smith. Roll Call: President David K. Smith, present; Vice President Brent Saunders, absent; Commissioner Harold G. Montgomery, present.

The President entertained a motion for approval of the June 21, 2018 minutes. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, absent for vote; Mr. Montgomery, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
DJFS	Dana Glassburn	6/21	Jackson, Ohio	EDMS/CSS & VOIP Mtg
DJFS	Dana Glassburn	6/26	Jackson, Ohio	Southeast District Mtg

The President entertained a motion to approve travel requests as submitted. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, absent for vote; Mr. Montgomery, yea.

2018 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
6/24	11	1	3	0	4	0	0	0	8	13	0	0	0	0

SHERIFF – CONSULTANT AGREEMENT

Sheriff Administer Heather Casto presented the following:

CONSULTANT AGREEMENT

This agreement is entered into on August 1, 2018, by and between the Gallia-Jackson-Vinton Joint Vocational School District Board of Education ("Board") and the Gallia County Sheriff's Office ("Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

1. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the service of a Resource Officer for the 2018-2019 contractual year, chosen by mutual agreement between Buckeye Hills and the Sheriff's Office. This Agreement is for one Resource Officer at Buckeye Hills Career Center for 40 hours per week for a total of 200 days. The Contracted Deputy for the detail will remain available to the school for use as much as possible. The Sheriff can call upon the deputy for emergency use as required. During the 2018-19 school year, the deputy working this contract will be required to be a member of the School Resource Association and attend School Resource Officer Conference Training within the year.

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

2. FEES

The Board shall pay the Consultant \$27.19 per hour thru 12/31/18 if the Resource Officer opts for the single plan. Rates for the remainder of the 2018-2019 school year will depend on union negotiations for the contract that expires December 31, 2018.

The Board shall pay the Consultant \$33.28 per hour thru 12/31/18 if the Resource Officer opts for the family plan. Rates for the remainder of the 2018-2019 school year will depend on union negotiations for the contract that expires December 31, 2018.

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

The Consultant shall provide necessary uniforms and equipment.

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

Rates are subject to change if health insurance increases.

3. FREQUENCY OF SERVICES

The Consultant shall provide the quality of services during the term of this Agreement:
Services described in Item No. 1 above.

4. TERM

This Agreement shall be in effect from August 2018 - July 2019 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

CASTO & HARRIS, INC. — RE-ORDER NO. 14260-15

the Consultant. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

6. MISCELLANEOUS PROVISIONS

This Agreement creates no third party beneficiaries.

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

CONSULTANT:

Gallia County Sheriff's Office

18 Locust Street

Gallipolis, OH 45631

s/ Matthew D. Champlin, Sheriff

As approved to form:

s/ Jason D. Holdren, Prosecuting Attorney

Gallia County Commissioners:

s/ David K. Smith, President

June 28, 2018

s/ Harold G. Montgomery, Commissioner

BOARD OF EDUCATION:

G-J-V Joint Vocational School District

s/ David Kent Lewis, Superintendent June 7, 2018

The President entertained a motion to approve and sign the agreement as presented. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, absent for vote; Mr. Montgomery, yea.

GREEN SEWER 2 – CERTIFICATION OF USER LIST & MULTIPLE DRAW MEMO

County Administrator Karen Sprague presented the Commission with an updated user list for Green Sewer Phase 2 for approval and signature of the President. The certified user list must be submitted to USDA during the Letter of Conditions meeting. Ms. Sprague noted the following totals from the updated user list: 360 new customers, 366 new equivalent dwelling units, 11 commercial customers, 5 churches & 344 residential. Also presented a Multiple Draw Memo to USDA requesting that in order to conserve funds and avoid excessive interest costs for the Green Sewer Phase 2 Project, that RD allow "multiple advances" for this project. President entertained a motion to certify and sign the updated user list and multiple draw memo as presented for Green Sewer Phase 2. Harold G. Montgomery moved and David K. Smith seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Saunders, absent for vote; Mr. Montgomery, yea.

GALLIA COUNTY SEWER – MANDATORY HOOK-UP LEGISLATION

WHEREAS, Gallia County owns several sanitary sewer systems in the unincorporated areas of Gallia County, and WHEREAS, Gallia County will be constructing a new sanitary sewer system for the Rodney Area called the Green Township Phase 2 Sewer Collection System, and

WHEREAS, the United States Department of Agriculture-Rural Development ("USDA-RD") is funding the work in part or in whole, and WHEREAS, USDA-RD requires that Gallia County have enacted a Mandatory Hook-up Legislation policy.

NOW, THEREFORE, the County of Gallia, State of Ohio, agrees to work in cooperation with the Gallia County Health Department to the best of its ability and take action as allowed by state law, administrative code and Gallia County Health Department Rules to enforce mandatory connection of properties to county owned sanitary sewer systems as follows:

1. Pursuant to attached OAC 3701-29-02 (L) No household sewage disposal system in Gallia County shall be installed, maintained, or operated on property accessible to a sanitary sewerage system.
2. Pursuant to attached OAC 3701-29-02 (M) whenever a sanitary sewerage system in Gallia County becomes accessible to the property, a household sewage disposal system shall be abandoned and the house sewer directly connected to the sewerage system.
3. Pursuant to attached ORC 6117.51, If the Gallia County Health Department passes a resolution stating that the reason for any new public sewer project is to reduce or eliminate an existing health problem or a hazard of water pollution, the board of county commissioners of Gallia County, by resolution, will order the owner of any premises located in a sewer district in the county, the owner's agent, lessee, or tenant, or any other occupant of the premises to connect the premises to the sewer for the purpose of discharging sewage or other waste that the board determines is originating on the premises, to make use of the connection, and to cease the discharge of the sewage or other waste into a cesspool, ditch, private sewer, privy, septic tank, semipublic disposal system as defined in division (B)(1)(a) of section 3709.085 of the Revised Code, or other outlet if the board finds that the sewer is available for use and is accessible to the premises following a determination and certification to the board by a registered professional engineer designated by it as to the availability and accessibility of the sewer. This section does not apply to any of the following: Any premises that are not served by a common sewage collection system when the foundation wall of the structure from which sewage or other waste originates is more than two hundred feet from the nearest boundary of the right-of-way within which the sewer is located.
4. Pursuant to attached Gallia County Health Department Rules Adopted 2/08 29-06 (G) The Gallia County Health Department shall consult with appropriate sewer entity personnel as necessary to determine sanitary sewer accessibility: (1) An Sewage Treatment System shall not be sited, permitted, or installed where a sanitary sewage system is accessible and has capacity to accept additional flows. (2) An Sewage Treatment System shall not be altered, replaced, maintained, operated, or used where a dwelling or structure is accessible to a sanitary sewerage system. (3) Whenever a sanitary sewerage system becomes accessible to a dwelling or structure served by an Sewage Treatment System, the dwelling and/or structures shall be connected to the sanitary sewage system and the Sewage Treatment System abandoned in accordance with rule 29-18 of this Regulation. (H) In the absence of other legal authority governing the access to a sanitary sewage system, the Board of Health shall determine accessibility and the conditions and schedule for sanitary sewer connection and abandonment of an Sewage Treatment System. The Board of Health may utilize criteria established in division (C) of section 6117.51 of the Ohio Revised Code for an existing Household Sewage Treatment System. In the case of an Small Flow Onsite Sewage Treatment System, the Gallia County Health Department shall comply with any criteria established by the OEPA.

It was moved by Harold G. Montgomery and seconded by David K. Smith to adopt the foregoing. Roll call vote: David Smith, yea; Brent Saunders, absent for vote; Harold Montgomery, yea.

ADOPTED: 6/28/2018

s/ David K. Smith, President

s/ Harold G. Montgomery, Member

ATTEST: *s/ Anette Brown, Clerk*

GREEN SEWER PHASE 2 – DRAW # 36

County Administrator Karen Sprague presented the Commission with Draw # 36 for the Green Phase 2 Sewer Project for the following items:

- Stantec Inv. # 1373006 - \$190.00
- Total = \$190.00

David Smith entertained a motion to approve draw resolution # 36 as submitted. Harold G. Montgomery moved and David K. Smith seconded the motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, absent for vote; Harold Montgomery, yea.

CLASS ACTION LAWSUIT – PILT ACT

County Administrator Karen Sprague presented the Commission with notification from the United States Court of Federal Claims to join a class action lawsuit regarding Gallia County's right to recover additional sums under the Payments in Lieu of Taxes Act for fiscal years 2015, 2016 & 2017. David Smith entertained a motion to approve and sign the Class Action Opt-In Notice Form as submitted. Harold G. Montgomery moved and David K. Smith seconded the motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, absent for vote; Harold Montgomery, yea.

FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- June 2018 Sales Tax Report noting county general fund share of sales tax collections are down (\$208,612.41) thru June 2018 as compared to June 2017

ENGINEER FOR GALLIA-MEIGS AIRPORT PROJECTS

Karen Sprague presented the Commission with a draft evaluation of the two RFQ responses submitted by firms for the Gallia-Meigs Airport Projects as follows:

- Delta Airport Consultants, Inc. of Cleveland, Ohio rated 95 points out of 100 possible
- Brandstetter Carroll Inc. of Lexington, KY (with office in Cleveland & Cincinnati) rated 90 points out of 100 possible

Commissioners reviewed the draft evaluations and proposal. Karen Sprague provided the following recommendation: "Gallia County has worked with Delta Airport Consultants, Inc. (formerly Whitworth-Borta Co.) since 1999. All projects have been completed within budget and for the most part on time with delays due to weather or parts being on backorder – not the fault of the engineering management team. The Delta staff responds almost immediately to any requests that I have made of them. All project grant applications that have been submitted on Gallia County's behalf have received funding. I recommend Gallia County continue working with Delta as our Airport Consultant." Based on the recommendation of Ms. Sprague, Harold G. Montgomery made and David K. Smith seconded a motion for Gallia-Meigs Airport Consulting Services to remain with Delta Airport Consultants, Inc. Roll call votes: Mr. Smith, yea; Mr. Saunders, absent for vote; Mr. Montgomery, yea.

EXECUTIVE SESSION – CONTRACTS & PERSONNEL

At 9:31 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague to discuss a contracts and personnel. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, absent for vote; Mr. Montgomery, yea. At 9:44 a.m. Prosecutor Jason D. Holdren and Assistant Prosecutor Jeremy Fisher entered the session. At 9:50 a.m. Mr. Fisher exited the session. Returned to regular session at 10:05 a.m.; no action taken.

NEW HIRE – VOCA SURVIVOR SERVICES GRANT PROGRAM

County Administrator Karen Sprague advised the Commission of receipt of grant approval for a new VOCA Program to be administered through the Commissioner's Office under the direct supervision of ED/Planning Director Melissa Clark. Ms. Sprague noted applicant Amy Sisson is the only certified trauma counselor in the area with numerous school districts, law enforcement agencies and religious organizations throughout the state seeking her out to do trauma-informed training with the following certifications: BA in Clinical Psychology, MA in Professional Counseling, State of Ohio LPCC-S (licensed professional clinical counselor with supervision endorsement), ACTP (Advanced Certified Trauma Practitioner) certified through the National Institute for Trauma and Loss in Children and she is a PhD in Psychology student. Ms. Sprague reported it is her recommendation to hire Amy Sisson with a job title of "Counselor", an unclassified position contingent upon receipt of grant funding, at a pay rate of \$30.00 per hour (based on prior salary, credentials and the going rate for the above stated qualifications) and up to 64 hours biweekly effective 6/27/2018 with a 180 day probationary period, per PPM, to begin 6/27/2018; noting the probationary period would expire 12/23/2018; family health insurance. President Smith entertained a motion to approve the action as recommended by the County Administrator. Harold Montgomery moved and David Smith seconded a motion. Roll call votes: Mr. Smith, yea; Mr. Saunders, absent for vote; Mr. Montgomery, yea.

EXECUTIVE SESSION – CONTRACTS & PERSONNEL

At 10:14 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn and Economic Development Director Melisa Clark to discuss contracts and personnel. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, absent for vote; Mr. Montgomery, yea. At 10:25 a.m. Melisa Clark exited the session. Returned to regular session at 10:35 a.m.; no action taken.

JFS – CONTRACT AMENDMENTS

JFS Director Dana Glassburn presented the commission with the following contract amendment:

GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
PURCHASE OF SERVICES VENDOR CONTRACT
AMENDMENT NO. 2

This amendment will amend the contract between the Gallia County Department of Job and Family Services (CDJFS), (Grantor) and Gallia-Meigs Community Action Agency, (Sub-grantee) and will be effective from the date of approval by the Gallia County Commission for the purchase of service of TANF CCMEP CFDA #93.558 (original award date 10/26/2016, FAIN# 1701OHTANF and award date 10/1/2017 FAIN #1801OHTANF), Temporary Assistance to Needy Families Block Grant as administered by the U.S. Department of Health and Human Services Youth elements: Work Experience.

I. Extension:

The amended contract (G-SFY18-0011) reflected the extension of contract period. This amendment shall extend the period July 1, 2017 – September 30, 2018.

s/ Dana Glassburn, JFS Director June 28, 2018
Authorized County Representative

s/ Randy Dupree, Assist. Prosecuting Attorney June 28, 2018

s/ Theodore T. Reed III June 28, 2018
Authorized Provider Representative

Gallia County Commissioners:

s/ David K. Smith, President June 28, 2018

s/ Harold G. Montgomery, Commissioner

MEMORANDUM OF UNDERSTANDING – DJFS/CHILDREN SERVICES

DJFS Director Glassburn submitted a memorandum of understanding between The Board of County Commissioners, Gallia County, Ohio, on behalf of the Gallia County Department of Job and Family Services (hereinafter "GCDJFS") and the Gallia County Children Services Board (hereinafter "CSB"), establishes the cooperative procedures to effectuate the outsourcing of CSB fiscal processing to GCJFS as a vendor agreement. The MOU shall serve as such agreement and the term shall commence July 1, 2018 and shall continue in existence, unless otherwise modified or terminated. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, absent for vote; Mr. Montgomery, yea.

CONFERENCE CALL

At 10:55 a.m. President David K. Smith entered into a conference call with FEMA Program Delivery Manager Mike Pisarski, ending at 11:10 a.m. No action taken

EXECUTIVE SESSION – LEGAL AND CONTRACTS

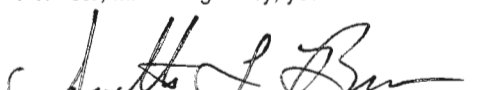
At 11:11 a.m. the President entertained a motion to enter into executive session with Prosecutor Jason D. Holdren, County Administrator Karen Sprague, Stantec Consulting Services Gary Silcott, USDA Christine Crowell, Carol Christy and Teresa Ullman to discuss legal and contracts. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, absent for vote; Mr. Montgomery, yea. At 12:10 p.m. joining the session Kevan Mock, Hopewell Health Center. At 12:18 p.m. joining the session Sherry Shamblin Hopewell Health Center. Returned to regular session at 12:31 p.m.; no action taken.

ADJOURN

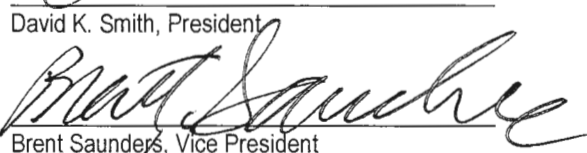
At 4:00 p.m. the President entertained a motion for adjournment. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, absent for vote; Mr. Montgomery, yea.



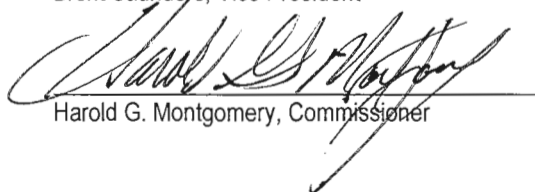
David K. Smith, President



Anette L. Brown, Clerk



Brent Saunders, Vice President



Harold G. Montgomery, Commissioner