

**NOVEMBER 29, 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, present; Commissioner Harold G. Montgomery, present.

The President entertained a motion for approval of the November 20, 2018 minutes. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
DJFS	Kathy Campbell & Jamie Eplin	12/3	Columbus, Ohio	Fred Pryor Seminars Manager-Supervisor Training
Clk of Cts	Noreen Saunders	12/4 – 12/6	Columbus, Ohio	Winter Conference

The President entertained a motion to approve travel requests as submitted. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; 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
11/25	3	0	1	0	5	0	0	0	6	13	0	0	0	1

**FINANCIAL REPORT REVIEW**

County Administrator Karen Sprague presented the Commission with:

- 2019 Estimated Budget Revenue from the County Auditor's Office as determined from the County Budget Commission hearing last Tuesday noting the following:
  - County General Fund 3.4 mill of Inside Millage – estimated 2019 revenue \$2,720,914.73 – noting this amount will be recalculated by the County Auditor's Office with the new values & effective rates. The County Budget Commission informed the County Commissioners on 11/20/2018 of a reduction in the Public Utility Property Tax Assessments in the amount of over \$45 million which will mean a reduction of revenue county wide in the amount of \$1,316,000. Of this amount the loss for the County General Fund will be \$130,000.
  - Veterans Services 0.5 mill – estimated 2019 revenue \$414,647.17 – noting this amount will be recalculated by the County Auditor's Office with the new values & effective rates as noted above with a loss amount for Veterans Services of \$23,000.
  - 169 Board 0.5 mill – estimated 2019 revenue \$327,634.23 – County Auditor's Office will recalculate estimates with the new values & effective rates as noted above – loss amount unknown at this time
  - 169 Board 1.3 mill – estimated 2019 revenue \$851,848.88 – County Auditor's Office will recalculate estimates with the new values & effective rates as noted above – loss amount unknown at this time
  - 169 Board 1.0 mill – estimated 2019 revenue \$787,693.16 – County Auditor's Office will recalculate estimates with the new values & effective rates as noted above – loss amount unknown at this time
  - Council on Aging 0.5 mill – estimated 2019 revenue \$372,680.77 – County Auditor's Office will recalculate estimates with the new values & effective rates as noted above – loss amount unknown at this time

**OPWC CE GRANT - GREEN SEWER PHASE 1 DISBURSEMENT REQUEST # 6 (FINAL)**

County Administrator Karen Sprague presented the Commission with OPWC Disbursement Request # 6 (FINAL) for the Credit Enhancement Grant for Green Sewer Phase 1 Project for the following items:

- OWDA Loan # 7150 interest only - \$24,239.18

Harold G. Montgomery moved and Brent Saunders seconded a motion to approve OPWC disbursement request # 6 as submitted. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

**AGREEMENT PROFESSIONAL ENGINEERING SERVICES - DELTA AIRPORT CONSULTANTS**

County Administrator Karen Sprague presented the Commission with an agreement for Professional Engineering Services from Delta Airport Consultants for the 2019 project to Prepare a Terminal Building Siting, Utilization and Preliminary Design Study Report in the total amount of \$140,000 for the following services:

- Task 1 – Justification for the Proposed Project
- Task 2 – Terminal Building Conceptual Analysis and Floor-Space Use Program
- Task 3 – Detailed Project Description, Geometric Design, Deviation from Standards Analysis
- Task 4 – Construction Cost Analysis, Project Schedule, Project Cost, Project Budget
- Task 5 – Agency Approval
- Contract Time – 150 days to complete the Design Study

This will be paid for with a 90% FAA grant & 5% ODOT Office of Aviation grant, thus total cost to Gallia County will be 5% or \$7,000. Mr. Smith entertained a motion to approve the agreement with Delta Airport Consultants, for the amount of \$140,000. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call votes: David K. Smith, yea; Brent Saunders, yea; Harold G. Montgomery, yea. Agreement is on file in the County's Airport files.

**GREEN SEWER PHASE 2 - ARC GRANT FUNDS FY 2019 FULL APPLICATION**

Commission received the following forms for the ARC Grant Full Application for the Green Sewer Phase 2 Project from Stantec, Project Engineering Firm, for approval and signing:

- Memorandum of Understanding for ARC Projects
- Standard Form 424 titled Application for Federal Assistance
- Standard Form 424D titled Assurances – Construction Programs
- ARC Form 1 – Construction and/or Equipment Project Application

This application requests grant funding for this project from ARC totaling \$250,000. The total project cost estimate is \$5,709,310 with the project funding sources as follows:

- USDA Rural Development Grant - \$2,148,000
- USDA Rural Development Loan - \$1,613,000
- CDBG RPIG - \$650,000
- ARC - \$250,000
- OWDA loan - \$249,310
- OPWC Grant - \$400,000
- OPWC Loan - \$250,000
- OPWC Loan Assistance - \$149,000

The project will serve 357 households and will consist of the following:

- 8" SS Gravity Lines, 34,455 LF
- 2 and 6" Force Main Line, 18,731 LF
- 8"x6" WYE's, 258 Each
- 6" service line, 6,751 LF
- Manholes, 132 Each
- Pump Stations, 4 Each
- WWTP Abandonment, 1 Each

David Smith entertained a motion that the full ARC grant application be approved and signed by the Commission as presented. Harold G. Montgomery made and Brent Saunders seconded the motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

I hereby certify the above resolution was approved by the Gallia County Board of Commissioners on November 29, 2018.

*s/ Anette Brown*

Anette Brown, Clerk of the Board  
Gallia County Commissioners

**SHERIFF – PRISONER HOUSING CONTRACT WITH MIAMI COUNTY**

**Miami County Sheriff's Office  
Memorandum of Agreement for Jail Services**

This Memorandum of Agreement made between the Miami County Sheriff's Office, hereafter referred to as "Sheriff" and **Gallia County Sheriff's Office**, hereafter referred to as "Authority", is entered into for the purpose of providing and receiving jail services from the Miami County Jail.

Whereas, if a county sheriff removes a prisoner to the jail of another county pursuant to R.C. 341.12, the county sheriff receiving the prisoner must charge the fees provided for in R.C. 341.13, and, if he is the sheriff of the adjoining county, he must also charge the fee specified in R.C. 341.14. Consequently, the board of commissioners of the county from which the prisoner was removed shall allow, in the proper amount, the payment of these fees under R.C. 307.55.

In consideration of the code sections listed above, the mutual covenants, agreements and conditions set out below, the Sheriff and Authority agree as follows:

1. Definitions:

"Prisoner" – refers to an inmate held at the Miami County Jail pursuant to ORC 341.12 or on charges relating to an offense in the Authority's jurisdiction before sentencing regardless of the offense charged, or after sentencing when the inmate is convicted or sentenced.

2. The Authority will deliver to the Sheriff prisoners of the Authority whom a Court of competent jurisdiction has committed to serve a term of incarceration, which prisoners the Authority is required by law to maintain and support during the term of prisoner's pre-trial confinement.

The Sheriff shall receive prisoners into its custody upon being furnished with a copy of the process of commitment.

3. The Sheriff will maintain its facility in accord with applicable Minimum Adult Detention Center Standards of the State of Ohio and any other applicable laws, rules or regulations. The Sheriff shall maintain, support and safely keep Authority's prisoners in the same manner and condition as its own prisoners. The Sheriff shall use diligence and care in preventing the escape of Authority's prisoners. In case of an escape, the Sheriff will make diligent efforts within the territorial limits of Miami County to recover and return any escaped Authority's prisoner to the Miami County Jail. The Sheriff, however, shall not be under any obligation to recover and return any escaped Authority's prisoner from outside the territorial limits of Miami County.

4. The Sheriff agrees to provide the Authority up to five female (3) and ten male (6) bed spaces at a rate of Fifty-five dollars (\$55.00) per day per bed. ("Per day" – refers to any twenty-four (24) hour period commencing (midnight) and extending to the following midnight or any portion of such twenty-four (24) hour period during which the Sheriff holds a prisoner for the Authority under this agreement).

5. The Sheriff will bill the Authority monthly for its use of beds. Authority agrees to pay each invoice within thirty (30) days after the date of the invoice.

6. The Authority will be responsible for transporting Authority's prisoners to and from court for all proceedings.

7. The Authority will be responsible for transporting Authority's prisoners to all medical or dental appointments. In the event an Authority's prisoner is hospitalized, Authority will be responsible for the security for the prisoner during the prisoner's hospital stay.
8. The Authority agrees that it is responsible for the cost and expense of medical or dental care reasonably required by an Authority's prisoner.
9. The Authority authorizes the Sheriff to determine whether and when an Authority's prisoner requires emergency medical care. The Sheriff will immediately notify the shift commander or other officer in charge of the Authority when the Sheriff has authorized the removal of an Authority's prisoner for emergency medical care. The Authority agrees that upon notice that the Authority's prisoner has been removed for emergency medical care, Authority will immediately assume responsibility for guarding the prisoner until the Authority's prisoner returns, and the Sheriff accepts the prisoner at the Miami County Jail.
10. The Sheriff agrees to obtain written approval from the Authority before obtaining any non-emergency medical device or appliance for an Authority's prisoner. Examples of such devices and appliances include, but are not limited to, eyeglasses, trusses and braces. The Authority agrees to pay for the cost of any approved device or appliance plus all care and services related to providing any approved item.
11. The Authority may elect to allow Authority's prisoners to use the inmate medical services contracted by the Sheriff for non-emergency care. The Authority shall notify the Sheriff of such elections in writing. If the Authority so elects, the Authority agrees to pay the cost of such services for Authority's prisoners at the Medicaid Rate per House Bill 66.
12. The Sheriff will bill the Authority monthly for the cost of medical services used by Authority's prisoners.
13. The Authority agrees to pay any cost or expense attributable to the burial of an Authority's prisoner who dies while confined at the Miami County Jail.
14. The Sheriff reserves the right, in its sole discretion, to reject, refuse or have removed any Authority's prisoner regardless of bed availability by contract.
15. The Sheriff will maintain and support an Authority's prisoner whose confinement extends beyond the terms of this agreement consistent with the conditions of this agreement or any subsequent written agreement between the parties that supercedes this agreement.
16. The parties may terminate this Agreement by mutual agreement at any time.
17. This Agreement shall be for a term ending midnight December 31, 2019 unless it is mutually agreed to extend the contract for an agreed upon time.

*s/ Matt Champlin, Sheriff*  
Gallia County Sheriff's Office

*s/ Dave T. Duchak, Sheriff*  
Miami County Sheriff's Office

*s/ David K. Smith, President*  
*s/ Brent Saunders, Vice President*  
*s/ Harold G. Montgomery, Commissioner*

John O'Brien, Commissioner  
John Evans, Commissioner  
Gregory Simmons, Commissioner

Approved as to Form:  
*s/ Jason D. Holdren, Prosecuting Attorney*

Approved as to Form:  
Miami County Prosecutor

The President entertained a motion to approve the contract. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

**SHERIFF – PRISONER HOUSING CONTRACT WITH CRAWFORD COUNTY**

**Crawford County Sheriff's Office**  
Sheriff Scott M. Kent  
3613 Stetzer Rd.  
Bucyrus, Ohio 44820  
Telephone (419) 562-7906 Fax (419) 562-7912

**PRISONER HOUSING AGREEMENT**

This Agreement made and entered into this 29<sup>th</sup> day of November, 2018 by and between Gallia County, (hereinafter called the Sender) and the County of Crawford, Ohio, by its Board of County Commissioners (hereinafter called Crawford).

**WHEREAS**, Sender has inadequate facilities for confining and supporting all prisoners, which it is required by law to confine and support by reason of sentence imposed upon them as a result of convictions or guilty pleas to charges of violations of any statute of the Ohio Revised Code, awaiting hearing for such violations, or awaiting trial for any such violation, and,

**WHEREAS**, Crawford County owns and operates a jail and presently has other contractual arrangements for the confining and support of prisoners.

**NOW, THEREFORE**, it is mutually agreed between the parties:

1. Sender agrees to send to Crawford and Crawford agrees to accept from Sender such prisoners as Sender is unable to care for and to provide custody supervision, confinement and board for Sender's prisoners. Sender shall furnish all transportation for prisoners to and from the Crawford County Justice Center for any and all purposes.
2. Sender agrees to pay Crawford the sum of **\$ 55.00** per day, as full compensation for receiving, supervising, confining and boarding each prisoner. Provided, however that should the actual cost to Crawford exceed **\$ 55.00** per day by reason of having to confine such prisoner under the provisions of one of the collateral contractual arrangements of Crawford, then sender agrees to pay Crawford the actual cost incurred by Crawford County under its contractual arrangements.
3. For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement, shall constitute one day.
4. Sender further agrees to pay a physician for any medical costs incurred by any Sender prisoner.

5. Sender further agrees to pay or reimburse Crawford for any expenses incurred in rendering or securing other medical, surgical, or dental services including medicines and surgical operations, for or to such prisoners.
6. Crawford agrees that where hospital service is required for any such prisoners, such service shall be provided at Bucyrus Community Hospital unless the emergency of the situation prevents such use; and in addition, Crawford agrees to transport and supply security for all Sender prisoners treated or hospitalized medically.
7. Crawford may reject and refuse to receive any prisoner who may be afflicted with any contagious, infectious, or venereal disease or having received any prisoner so affected, without knowledge thereof upon discovering such condition in any prisoner thereafter, Crawford may refuse to keep such prisoner thereafter following notice to Sender and following receipt of such notice Sender agrees to remove such affected prisoner from the Crawford County Justice Center immediately.
8. Crawford may reject or refuse to receive any prisoner who may be afflicted with a prior medical problem such as a contagious disease, mental condition, illness or injury that has not first been treated prior to entry into the Crawford County Justice Center. The Crawford County Sheriff shall have charge of the jail, and he, or his designee, shall exercise his discretion whereas he may refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the jail, or any other reasons.
9. Sender shall reimburse Crawford County for any and all damage to the Crawford County Justice Center, its fixtures, appliances, equipment or other property owned by Crawford, caused by Sender's prisoners, intentionally or negligently.
10. Sender shall have no obligation to reimburse Crawford for ordinary wear and tear to Crawford real and personal property or for any personal injury to any of Crawford County's officials, agents, or employees caused by Sender's prisoners.
11. Compensation for rendering of the services hereinbefore described during such calendar month shall be paid by Sender on or before the 15<sup>th</sup> of each month.
12. This agreement shall be effective as of November 29, 2018.
13. The term of this Agreement shall be for one (1) year from the first day of November 29, 2018 and continuing until November 29, 2019 provided, however, that this Agreement shall remain in full force and effect beyond said date of November 29, 2019, and be automatically renewed from year to year thereafter unless either party shall have given the other party written notice of its intent not to renew said Agreement thirty (30) days before the anniversary date hereof or the anniversary date of any renewal of said Agreement, which shall have occurred.
14. Sender agrees to contract (10) number of beds per month.

GALLIA COUNTY BOARD  
OF COMMISSIONERS

CRAWFORD COUNTY BOARD  
OF COMMISSIONERS

*s/ David K. Smith, President*  
*s/ Brent Saunders, Vice President*  
*s/ Harold G. Montgomery, Commissioner*  
  
*s/ Matt Champlin, Gallia County Sheriff*

Approved as to Form:  
*s/ Jason D. Holdren, Prosecuting Attorney*

Attest

The President entertained a motion to approve the contract. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

**EXECUTIVE SESSION - CONTRACT**

At 9:52 a.m. the President entertained a motion to enter into executive session with Andy Noe to discuss a contract. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. At 9:54 a.m. Mr. Noe exited the session. At 9:58 County Administrator Karen Sprague entered the session at the request of the Commissioners. Returned to regular session at 10:04 a.m.; no action taken.

**EXECUTIVE SESSION – DJFS - PERSONNEL**

At 10:05 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss personnel. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. Returned to regular session at 10:18 a.m.; no action taken.

**OSU – AGENCY UPDATE**

Director Tracy Winters, SNAP Ed. Tina Elkins and ANR Educator Jeff Moore presented the Commission with an agency update of various activities and presented a copy of their newsletter.

- November 15 – At the monthly Gallia County Fair Board meeting changes were approved to Market Swine weight range (230 lbs. to 290 lbs.) and Market Steer minimum has increased to 1000 lbs.
- November 16–17 – Gallia County sent Katie Higginbotham to camp ambassador training.
- November 26 – Tina Elkins started at new SNAP Ed. full time in Gallia County.
- December 13 – Gallia County Junior Fair Steer Weigh-in from 4-7 pm at the fairgrounds
- December 20 – Gallia County Fair Board Christmas Dinner
- December 24-25 – The office will be closed

COMMON PLEAS COURT ADULT PROBATION REPORT

The Commissioners were in receipt of the Common Pleas Court Adult Probation Department Report from the Gallia County Common Pleas Court in compliance with section 2951.021 of the Ohio Revised Code. This report is on file in the Commissioner's office.

DELINQUENT TAX AND ASSESSMENT COLLECTION FUND REPORT

Pursuant to ORC 321.261, the Commissioners received and reviewed the 2018 Delinquent Tax & Assessment Collection Fund Report (DRETAC) from the Prosecutor's Office. The report is on file in the Commissioners office.

SHERIFF – BUDGET

Sheriff Matthew D. Champlin, Chief Deputy Troy Johnson and Sheriff Administer Heather Casto met with commissioners to request additional funding for remaining year expenses.

CLERK OF COURTS – BUDGET REVIEW

Noreen Saunders met with the commission to discuss the 2019 budget request. No action taken.

BOARD OF ELECTIONS – BUDGET

Board of Elections Director Dale Whitt met with the commission to request supplemental appropriations for remaining year expenses. After further review with the Auditor's office it was determined funds were available within the B.O.E. fund lines and transfers are to be requested the following week along with a lesser request to appropriate.

ADJOURN

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

Absent  
David K. Smith, President

Anette L. Brown  
Anette L. Brown, Clerk

Brent Saunders  
Brent Saunders, Vice President

Harold G. Montgomery  
Harold G. Montgomery, Commissioner