

**DECEMBER 17, 2020**

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

The President entertained a motion for approval of the December 10, 2020 minutes. Brent Saunders motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**2020 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
12/13	9	1	0	0	9	0	0	0	10	1	0	0	0	1

**RECORDER – BUDGET REVIEW**

Recorder Roger Walker met with the commission to discuss the 2021 budget request. No action taken.

**FINANCIAL REPORT**

County Administrator Melissa Clark provided the Commission with the following financial report:

- 20<sup>th</sup> Amended Certificate of Estimated Resources
- December Sales Tax Report – Ms. Clark noted that sales tax has remained consistent through 2020.

**ANNUAL APPROPRIATION RESOLUTION FOR FISCAL YEAR 2021**

County Administrator Melissa Clark presented the Commission with the Annual Appropriation Resolution for all funds for the fiscal year beginning January 1, 2021 thru December 31, 2021. The appropriations totaled as follows:

General Fund:

- Appropriations = \$11,411,851.15
- Encumbrances = \$229,499.84

Special Revenue Funds:

- Appropriations = \$42,505,614.35
- Encumbrances = \$162,828.47
- Balances Carried Forward = \$5,741,723.85 (Note this will need to be amended with grant fund carryover balances after the final 2020 payroll posts)

Grand Total All Funds:

- Appropriations = \$53,917,465.50
- Encumbrances = \$392,328.31
- Balances Carried Forward = \$5,741,723.85 (Note this will need to be amended with grant fund carryover balances after the final 2020 payroll posts)

Harold Montgomery entertained a motion that the Annual Appropriation Resolution for the fiscal year 2021 be approved and signed by the Commission. Brent Saunders made and David K. Smith seconded that motion. Upon roll call votes were as follows: Harold G. Montgomery, yea; David K. Smith, yea; Brent Saunders, yea.

**FAA LETTER TO COMMISSIONERS**

County Administrator Melissa Clark, presented letter received from USDOT Federal Aviation Administration with comments from FAA Review of Gallia-Meigs Regional Airport (GAS) Terminal Study. Ms. Clark indicated that Delta Airport Consultants Project Manager, Steven Potoczak has also in receipt of the letter and working to respond to each item listed within the letter. No Action Taken.

**COORDINATED PLAN TRANSPORTATION AGREEMENT WITH VOINOVICH SCHOOL**

County Administrator Melissa Clark, presented the Commission for signature an agreement with Ohio University Voinovich School for services to develop a coordinated transportation plan for Gallia county. Ms. Clark noted the plan would be funded by an ODOT Specialized Transportation Program Grant received by Gallia County in the amount of \$14,987.00. President Harold G. Montgomery entertained a motion to sign the agreement as presented. David K. Smith moved and Brent Saunders seconded a motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**HVAC SERVICE AGREEMENT**

County Administrator Melissa Clark presented the Commission with the HVAC Service Agreement with Casto Technical Services that covers 2 Condensers, 1 Boiler, 1 Reciprocal Chiller and Controls. The annual service fee will be as follows for 5 years:

- 2<sup>nd</sup> year - \$6,286
- 3<sup>rd</sup> year - \$6,286
- 4<sup>th</sup> year - \$6,286
- 5<sup>th</sup> year - \$6,286
- Offer an annual prepayment discount of 2% (\$125.72) if we pay the entire annual premium within 30 days of invoice date.

Harold Montgomery entertained a motion to approve the HVAC Service Agreement with Casto Technical Services as stated above selecting the annual prepayment discount. Brent Saunders moved and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

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**MEMO ENTRY – REVENUE/EXPENSE #381 COUNTY JAIL PROJECT FUND AND #078 BOND REVENUE FUND**

For Fund # 381 and #078, the amounts noted below were retained by RW Baird and will be distributed from the bond proceeds directly to the recipients as part of the bond closing costs on December 29, 2020. Therefore, we request the following memo receipt & expense entries be completed by the County Auditor's Office:

- Memo Payin in the amount of \$167,483.03 into 381.3000.400100 for County Jail Project Bond 2020A Revenue
- Memo Payin in the amount of \$5,091,773.78 into 381.3000.400100 for County Jail Project Bond 2020B Revenue
- Memo Expense in the amount of \$5,000,000.00 from 381.0381.531100 to Ohio Valley Bank vendor #3669 for Interim Bond Payoff
- Memo Expense in the amount of \$9,600.00 from 381.0381.532100 to Zions Bancorporation vendor #8951 for Bond 2020 A&B Agent Fees
- Memo Expense in the amount of \$63,500.00 from 381.0381.532100 to Dinsmore & Shohl, LLP vendor #05860 for Bond 2020A&B bond counsel fee.
- Memo Expense in the amount of \$18,000.00 from 381.0381.532100 to S&P Global vendor #8949 for rating fee.
- Memo Expense in the amount of \$56,842.81 from 381.0381.532100 to Build America Mutual vendor #8948 for Bond 2020 A&B insurance premium.
- Memo Expense in the amount of \$5,000.00 from 381.0381.532100 to OMAC vendor # 8950 for OAMC Report fee.
- Memo expense in the amount of \$102,400.00 from 381.0381.532100 to RW Baird vendor #8952 for Bond 2020 A&B Underwriter fees
- Memo expense in the amount of \$3,914.00 from 381.0381.532100 to RW Baird vendor #8952 for CUSIP & DTC fees.
- Memo payin in the amount of \$19,802.24 into 078.6000.400100 for Bond 2020B capitalized interest
- Memo expense in the amount of \$19,802.24 from 078.0078.540201 to Ohio Valley Bank vendor #3669 for Interim Bond interest.

Harold Montgomery entertained a motion to approve the request as presented. Brent Saunders moved and David K. Smith seconded this motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**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 consider public employment of county employee. Brent Saunders moved and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. The President invited Commissioner Elect Q. Jay Stapleton to join the session. Returned to regular session at 10:17 a.m.; no action taken.

**DJFS - PROMOTION – EMPLOYEE**

The President entertained a motion upon the recommendation of Dana Glassburn, DJFS Director, to promote Danielle Sanders to the bargaining unit position of Employment Services Case Manager, Classification 64215, and Position Control #31200.4 with the effective date of the promotion to be December 21, 2020. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**SHERIFF & GJMV SOLID WASTE DISTRICT - AGREEMENT**

Sheriff administrator Heather Casto submitted the following agreement for approval:

**Agreement Between The Sheriff of Gallia County and The Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District**

THIS AGREEMENT is made and entered into as of the 1st day of January, 2021 by and between the Sheriff of Gallia County, Ohio and the Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District (the District), acting by and through its Board of Directors, under the circumstances summarized in the following recitals:

- A. The District is a joint solid waste management district established by the Counties of Gallia, Jackson, Meigs and Vinton Counties in accordance with Section 343.01 of the Ohio Revised Code for the purposes stated within said section;
- B. The approved Solid Waste Management Plan of the District provides for the funding of Sheriff's Departments in the District to conduct enforcement activities in conjunction with Health Departments and District personnel;
- C. The District Board of Directors has allocated funds in the 2021 District budget for this purpose and wishes to distribute those funds to the Sheriff's Departments in the District;

NOW THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Board of Directors and the Sheriff of Gallia County agree as follows:

**Section 1. Sheriff Department Services**

a. The Sheriff of Gallia County will provide a Deputy Sheriff that is certified as a peace officer by the Ohio Peace Officers Training Council to investigate each illegal dumping or litter complaint filed with said Gallia County Sheriff's Department. Said Deputy Sheriff shall work a minimum of **16 (sixteen)** hours per week performing enforcement activity directly related to illegal dumping or littering for a period commencing January 1, 2021 and ending December 31, 2021.

b. The Sheriff of Gallia County shall furnish monthly activity reports to the District on a form prescribed and furnished by the District. Said Sheriff will also make available to the District copies of case data and field reports relating to illegal dumping or litter complaints, at the request of the District. The Activity Reports are due to the District by the 10<sup>th</sup> day of the month following the previous month's activities. Activity Report Form located in Exhibit A.

**Section 2. Disbursements to the Gallia County Sheriff**

a. The District agrees to disburse to the Gallia County Sheriff a total of **\$10,000.00 (ten thousand dollars)** in January of 2021 for the activities outlined in section 1 of this agreement.

b. The Sheriff of Gallia County agrees that monies will only be expended for the enforcement of environmental laws of the State of Ohio and that any monies expended for any other purpose shall be repaid to the District. The Sheriff further agrees to maintain detailed records of the monies disbursed under this Agreement and make said records available to the District upon request.

**Section 3. Compliance with Federal and State Law**

a. The Sheriff agrees to comply with all applicable federal, State and local laws in the performance of any activities contemplated by this Agreement. The Sheriff is an independent contractor with the District under this Agreement, and neither the Sheriff or his employees or agents are employees of the District. The Sheriff accepts full responsibility for payment of all unemployment compensation, workers compensation premiums, income tax deductions, and any other taxes or payroll deductions required for the employee engaged to perform the activities contemplated by this Agreement.

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**Section 4. Indemnification**

a. The Sheriff agrees to the extent permitted by law, to protect, defend, indemnify and hold harmless the Board of Directors, the policy committee and any committee or subcommittee thereof, the District, and all officers, employees and agents of the foregoing, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of, or in connection with, any acts or omissions of the Sheriff, his employees and agents, negligent or otherwise.

**Section 5. Termination**

a. Either the District Board of Directors or the Sheriff may terminate this Agreement without cause upon notice, in writing to the other party not fewer than 30 days prior to the effective date of termination, which shall be specified in the notice. Upon receipt by the Sheriff or the giving by the Sheriff of any such notice of termination, the Sheriff shall not incur any additional obligations. The District agrees to disburse additional monies to the Sheriff in accordance with **Section 2** of this Agreement to the extent necessary to reimburse the Sheriff for costs paid or obligations properly incurred by the Sheriff for the performance of its obligations under this Agreement prior to its receipt or giving of notice of termination. Any monies disbursed to the Sheriff under this Agreement that have not been expended or encumbered for the payment of obligations incurred by the Sheriff prior to his receipt or giving of notice of termination, shall be repaid to the District on the effective date of termination, and the Sheriff shall submit a completed statement to the District stating the balance of the funds disbursed to him by the District as of the effective date of termination and the amount expended, or encumbered but not yet expended, for the payment of obligations incurred by the Sheriff prior to his receipt or giving of notice of termination. In the event that monies encumbered for obligations incurred by the Sheriff remain on deposit on the effective date of termination or additional monies are to be disbursed to the Sheriff in accordance with this Agreement for obligations incurred by the Sheriff for the performance of the duties under this Agreement prior to his receipt or giving of notice of termination, the various provisions of this Agreement other than the obligation of the District to disburse monies to the Sheriff set forth in **Section 2**, shall survive the termination of this Agreement.

**Section 6. Notices**

a. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

If to the Sheriff:	Gallia County Sheriff Courthouse Gallipolis, Ohio 45631
If to the District:	GJMV Solid Waste Management District 1056 South New Hampshire Ave. Wellston, Ohio 45692

The Sheriff or the District may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 7. Integration and Binding Effect**

a. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Sheriff and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party, which consent shall not be unreasonably withheld.

**Section 8. Amendments, Changes & Modifications**

a. This Agreement may not be effectively amended, changed, or modified except by an instrument executed in the same manner as this Agreement approved by each party hereto.

**Section 9. Counterparts**

a. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**Section 10. Severability**

a. In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof, which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, entered into or taken in the manner and to the full extent permitted by law.

**Section 11. Construction**

a. The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable state or federal laws or regulations issued there under, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

**Section 12. Captions & Headings**

a. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

**Section 13. Laws of State Govern**

a. This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of said State.

IN WITNESS WHEREOF, the Sheriff of Gallia County and the Gallia, Jackson, Meigs & Vinton Joint Solid Waste Management District, acting by and through its Board of Directors, have caused this Agreement to be executed and to be effective as of the date set forth above.

Sheriff of  
Gallia County  
*/ Matthew D. Champlin, Sheriff*  
Date: December 14, 2020

Commissioners of  
Gallia County  
*/ Harold G. Montgomery, President*  
*/ David K. Smith, Vice President*  
*/ Brent Saunders, Commissioner*  
Date: December 17, 2020

Gallia, Jackson, Meigs & Vinton  
Joint Solid Waste Management District  
*/ Cindy Sattomas, Director*  
Date: December 11, 2020

Approved as to form  
*/ Randy Dupree, Assistant Prosecuting Atty.*  
Date: December 14, 2020

David K. Smith made and Brent Saunders seconded the motion to approve the above agreement as presented; Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**PALMER/CCAO ENERGY – AGREEMENT**

Phillip Dysard account manager of Palmer Energy Company, CCAO administer of energy programs, submitted the Electric Service Agreement for approval. The President entertained a motion to approve as submitted. David K. Smith made and Brent Saunders seconded motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

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GALLIA COUNTY FAIR BOARD

Gallia County Fair Board members Ronnie Slone and Fred Deal presented Commissioners David K. Smith and Brent Saunders a plaque each of appreciation for their years of service for Gallia County.

JAIL PROJECT – MAXIMUM COST

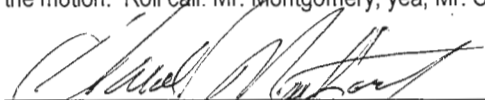
The Commissioners joined a phone conference with Granger, DLZ, attorney Jack Rosati to discuss maximum cost for the jail project. Jason Woehrle with Granger noted the bids came in over what they had estimated and would need more time to work with low bidders for potential cost reduction options. Also in attendance Sheriff Matthew D. Champlin, Lieutenant Chris Gruber jail administrator, County Administrator Melissa Clark, Commissioner Elect Q. Jay Stapleton, Gallipolis Municipal Judge Eric Mulford and Robbie Harrison. President Montgomery request to revisit the revised numbers in two weeks. No action taken.

SOIL & WATER – BUDGET REVIEW

Gallia Soil & Water Conservation District Program Administrator Nick Mills and newly hired Education Coordinator Tiffany Riehm met with the commission to discuss the 2021 budget request. No action taken

ADJOURN

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





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Harold G. Montgomery, President





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Anette L. Brown, Clerk




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David K. Smith, Vice President




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Brent Saunders, Commissioner