

FEBRUARY 4, 2021

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 M. Eugene Greene, present; Commissioner Q. Jay Stapleton, present.

The President entertained a motion for approval of the January 28, 2021 minutes. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	Harold G. Montgomery M. Eugene Greene & Q. Jay Stapleton	2/11	Wellston, Ohio	GJMV Solid Waste Management District Mtg.

The President entertained a motion to approve travel requests as submitted. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2021 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
1/31	9	1	1	0	11	0	0	0	13	7	0	0	0	1

FINANCIAL REPORT REVIEW

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

- The January 2021 Financial Reports for comparison with the January 2020 Financial Reports. The following was noted during the review:
 - 1/1/2020 beginning cash balance was \$1,407,189.99
 - 1/1/2021 beginning cash balance was \$2,676,785.01
 - Difference of \$1,269,595.02
 - 1/31/2020 ending cash balance was \$561,064.04
 - 1/31/2021 ending cash balance was \$1,206,392.39
 - Difference of \$645,328.35

BP SEWER – USDA ANNUAL REPORT

County Administrator Melissa Clark presented the Commission with the 2020 USDA Annual Report for the BP Sewer System for approval and signing. Ms. Clark noted the annual report reflects the actual revenues and expenditures for the BP Sewer System for FY 2020 and estimated for FY 2021, as well as providing documentation of users, CORSA liability & property insurance, sewer rates, class I operator certificate, bank pledge of collateral letters and list of delinquent accounts. Ms. Clark noted the current amount of delinquencies for the BP Sewer system was \$69,888.46 and the County is continually working to address and collect account delinquencies. Mr. Montgomery entertained a motion to approve and sign the annual report as presented. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

GREEN SEWER 1 – USDA ANNUAL REPORT

County Administrator Melissa Clark presented the Commission with 2020 USDA Annual Report for the Green Sewer 1 System for approval and signing. Ms. Clark noted the annual report reflects the actual revenues and expenditures for the Green Sewer 1 System for FY 2020 and estimated for FY 2021, as well as providing documentation of users, CORSA liability & property insurance, sewer rates, class I operator, bank pledge of collateral letters and list of delinquent accounts. Ms. Clark noted the current amount of delinquencies for the Green 1 Sewer system was \$55,518.25 and the County is continually working to address and collect account delinquencies. Mr. Montgomery entertained a motion to approve and sign the annual report as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

KA SEWER – USDA ANNUAL REPORT

County Administrator Melissa Clark presented the Commission with 2020 USDA Annual Report for the KA Sewer System for approval and signing. Ms. Clark noted the annual report reflects the actual revenues and expenditures for the KA Sewer System for FY 2020 and estimated for FY 2021, as well as providing documentation of users, CORSA liability & property insurance, sewer rates, class I operator, bank pledge of collateral letters and list of delinquent accounts. Ms. Clark noted the current amount of delinquencies for the KA Sewer system was \$52,790.33 and the County is continually working to address and collect account delinquencies. Mr. Montgomery entertained a motion to approve and sign the annual report as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

JFS BUILDING – USDA ANNUAL REPORT

County Administrator Melissa Clark presented the Commission with the 2020 USDA Annual Report for the JFS Building Loan for approval and signing. Mrs. Clark noted the annual report reflects the actual revenues and expenditures for the County General Fund, JFS Bond Retirement Fund & JFS Permanent Improvement Construction/Maintenance Fund for FY 2020 and estimated for FY 2021, as well as providing CORSA liability & property insurance and bank pledge of collateral letters. Mr. Montgomery entertained a motion to approve and sign the annual report as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

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2021 NURSE PRACTITIONER AGREEMENT

County Administrator Melissa Clark presented the Commission with the following nurse practitioner agreement for approval with an office visit rate of \$35.00 that is paid by the county from the 105 Plan Fund, further noting these services are free to the county employees, spouses and dependents who are enrolled in healthcare coverage with the County. Ms. Clark also noted that amendments were made to the 2021 agreements noting that labs and ancillary services beyond approved procedures and costs listed within the agreement were the responsibility of the patient and billed to health insurance or patient accordingly. Ms. Clark noted that this agreement will be in addition to the 2021 Agreements signed on December 24, 2020.

- Smith Family Healthcare LLP, 254 Pinecrest Dr., Gallipolis OH

President entertained a motion to approve the above stated nurse practitioner agreements for 2021 with an office visit at current rate of \$35.00. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

AUDITOR OF STATE PRE-AUDIT AGENDA AND ENGAGEMENT LETTER

County Administrator Melissa Clark presented for signature pre-audit agenda and engagement letter (LOA) for the 2020 County Audit. Ms. Clark noted that due to COVID-19, the in-person pre-audit meeting has been waived. The President entertained a motion to approve and sign the agreement. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EXECUTIVE SESSION – DJFS - PERSONNEL

At 9:51 a.m. the president entertained a motion to enter into executive session with JFS Director Dana Glassburn to consider employment of public employees. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 9:56 a.m.; no action taken.

EMPLOYEE – DJFS – RESIGNATION

Gallia County Department of Job and Family Services Director, Dana Glassburn presented and recommended the acceptance of Jaida J. Carter resignation from the DJFS START case manager position effective March 3, 2021. The President entertained a motion to accept the resignation as presented. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EMPLOYEE – DJFS – NEW HIRE

GCDJFS Director, Dana Glassburn recommended the following new hire with effective date to be determined by the Director upon successful completion of preliminary employment screening processes which include the passage of a required pre-employment background check and drug screen.

Julia McCartney – Eligibility Referral Case Manager 2, Classification number 17213 position control #21006.0.

M. Eugene Greene moved and Q. Jay Stapleton seconded the motion to approve Director Glassburn's recommendation. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2021 OVRDC 1st CAUCUS MEETING

The Commissioners and County Administrator Melissa Clark, Grant Administrator Karen Sprague and JFS Director Dana Glassburn attended the 1st Round Caucus FY 2021 zoom meeting at 10:00 am with OVRDC in Room 1292, Gallia County Commissioners office. Resumed regular meeting at 11:13 am.

SEWER – ODOT SR 160 ROUNDABOUT PROJECT

Sewer Superintendent Tommy Dillon, Stantec representatives Gary Silcott met with the commission to discuss plans, cost estimate and financing for moving the B/P sewer lines in the area of the ODOT SR160 Roundabout project. ODOT request has been for all utilities to be relocated by 03.01.2021. No action taken.

MAINTENANCE – SERVICE CENTER

County Maintenance Superintendent Tom Halfhill and Service Center Maintenance Supervisor Scott Elkins met with the commission to discuss the need for a salt spreader for the Service Center parking lot. Mr. Elkins also noted the need to be done early due to employees start arriving at 6 pm. Mr. Halfhill noted his first priority was the courthouse parking and sidewalks then DJFS, also noting 911/EMA has a spreader and it was his understanding that they would take care of their lot, Services Center and Shawnee Lane lot. President Montgomery noted DJFS would now be contracting snow removal out and also noting they would look into the options and check with 911/EMA. No action taken.

GREEN SEWER PHASE II PROJECT UPDATE

Stantec representatives Gary Silcott and Tracy Shoults met with the commission to give an update on the Gallia County Green Sewer Phase II Project and discuss issues and options with Tara/KA Sewer. Also, in attendance Gallia County Sewer Superintendent Tommy Dillon, Sewer Billing Direct Terri Walters, County Administrator Melissa Clark and County Grant Administrator Karen Sprague. No action taken.

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JAIL PROJECT – UPDATE

The Commissioners met with Granger, Jason Woehrle and DLZ Architect Representatives Greg Galieti to discuss the Budget Tracker Log and the samples of exterior bricks. Also, in attendance Sheriff Matthew D. Champlin, Lieutenant Chris Gruber jail administrator, County Administrator Melissa Clark, Gallipolis Municipal Judge Eric Mulford and Robbie Harrison. President Montgomery request time to review before deciding. No action taken.

SHERIFF – PRISONER HOUSING AGREEMENT WITH MORROW COUNTY

The following agreement was submitted for housing prisoners with the Morrow County Commissioners and Sheriff Office for approval. The President entertained a motion to approve and sign the agreement as presented. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

PRISONER HOUSING AGREEMENT

WHEREAS, the Morrow County Commissioners and the Morrow County Sheriff's Office own and operate the Morrow County Correctional Facility, a full-service jail facility;

WHEREAS, Gallia County, Ohio does not have adequate jail facilities and needs housing for qualified misdemeanants and/orfelons;

THEREFORE, the Morrow County Commissioners (hereinafter "Morrow County") and the Gallia County hereby agree as follows:

1. Gallia County agrees, in its discretion, to send, and Morrow County agrees, in its discretion, to accept, such prisoners as Gallia County is unable to adequately house.
2. Morrow County agrees to provide for the prisoners' custody, supervision, confinement, board, minor and emergency medical care, corrections and rehabilitation services as required by law.
3. Gallia County agrees to compensate Morrow County at the following rate: **\$68.00 per day.**

**A partial day shall count as a full day for billing purposes (e.g. 30 hours of confinement would be billed as two days, multiplied by the daily rate).

All prisoners sent to the minimum-security portion of the Correctional Facility must be properly qualified and sentenced to such facility as non-violent misdemeanants subject to rehabilitation. Reservations for such confinement must be arranged in advance.

4. Gallia County agrees to reimburse Morrow County for any and all medical care provided by Morrow County or the Morrow County Hospital. Gallia County shall be notified immediately when medical care is necessary. The need for extended care or hospitalization shall be determined on a case-by-case basis by Gallia County. Gallia County further agrees to pay, or reimburse Morrow County for payments made, for any expenses incurred in rendering or securing other medical, surgical, dental, or mental health services, including medicines and surgical operations, for or to such prisoners.

Gallia County agrees that where hospital care is required for an inmate, all services shall be provided, when available, at the Morrow County Hospital. The Morrow County Correctional Facility medical staff shall decide the need for medical care. Other than emergency admissions, the Gallia County must approve all hospital admissions.

Gallia County agrees that all medical intake documents (provided by the Morrow County Correctional Facility) will be completed prior to transport of every inmate upon arrival. Gallia County also agrees that every inmate transported will required to have a negative COVID test no earlier than 72 hours prior to arrival or the inmate will be tested by the Morrow County Correctional Facility. At that time, the transport officer must stay onsite with the inmate until results are available. If COVID test results are positive, the inmate will not be accepted into the Morrow County Correctional Facility.

5. Morrow County may reject or refuse to receive any prisoner who may have a prior medical problem, including but not limited to a contagious disease, mental condition, illness, or injury that has not been treated prior to entry into the Morrow County Jail Facility. The Morrow County Sheriff is legally charged with the operation of the Morrow County Correctional Facility; therefore, Morrow County reserves the right, at the discretion of the Sheriff or his designee, to refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the facility, or any other reasons.
6. Morrow County shall bill Gallia County for the services provided herein on a monthly basis, to be paid by Gallia County by the 15th day of the month succeeding the month in which the services were provided.
7. This Agreement shall become effective on January 1, 2021, and shall continue until December 31, 2021, and will be automatically renewed for a twelve- (12) month period from year to year on a calendar year basis. In the event that this Agreement is automatically renewed, all terms of this Agreement shall remain in effect except that the costs for providing housing shall be renegotiated. Either party may cancel or rescind this Agreement by providing the other party with a thirty (30) day written notice of its intent to cancel or rescind.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates set forth following their respective signatures below.

This document reviewed by: Thomas J. Smith
Morrow County Prosecuting Attorney 60
East High Street
Mt. Gilead OH 43338
(419) 947-5515/Fax: (419) 947-5205

GALLIA COUNTY
COMMISSIONERS
s/ Harold G. Montgomery, President
Date: February 4, 2021
s/ M. Eugene Greene, Vice President
Date: February 4, 2021
s/ Q. Jay Stapleton, Commissioner
Date: February 4, 2021

GALLIA COUNTY SHERIFF
s/ Matthew D. Champlin, Sheriff

GALLIA COUNTY PROSECUTOR
s/ Randy Dupree, Assistant Prosecuting Attorney
Date: February 1, 2021

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CERTIFICATION OF FUNDS AVAILABLE

I hereby certify that there are sufficient funds appropriated and encumbered for the purpose of paying the obligations of Gallia County pursuant to the terms of this contract.

/s/ Larry M. Betz

Date: February 3, 2021

MORROW COUNTY
COMMISSIONERS

/s/ Timothy Siegfried, Commissioner

Date: January 20, 2021

/s/ Tom Whitson, Commissioner

Date: February 4, 2021

/s/ Timothy Abraham, Commissioner

Date: February 4, 2021

MORROW COUNTY SHERIFF

/s/ John Hinton, Sheriff

MORROW COUNTY PROSECUTOR

/s/ Thomas J. Smith, Prosecuting Attorney

Date: January 16, 2021

SHERIFF – HOUSING PRISONER WITH WASHINGTON COUNTY CONTRACT

The following contract was submitted for housing prisoners with the Washington County Sheriff for approval. The President entertained a motion to approve and sign the contract as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

CONTRACT FOR HOUSING PRISONERS**In the
WASHINGTON COUNTY JAIL**

WHEREAS, this contract is made this 4th day of February, 2021, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereafter referred to as "Sheriff", and Gallia Sheriff's hereafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who serving a jail sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and contractor for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons:
 - a. All persons arrested by Gallia County for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contract.
2. The cost to be paid to the County by the Contractor shall be the amount of sixty-eight dollars (\$68.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.
5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the department of Rehabilitation and Corrections.
12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the

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inmate is brought to the Washington County Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provided, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

- 13. This agreement may be terminated by either party during its term, by giving the other party a minimum of ninety (90) days written notice.
- 14. This agreement shall be effective April 1, 2021, and terminate March 31, 2022
- 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into in behalf of the Gallia County pursuant to Resolution Number N/A passed February 4, 2021. Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

Washington County Commissioners
s/ Harold G. Montgomery, President
s/ M. Eugene Greene, Vice President
s/ Q. Jay Stapleton, Commissioner

Witness
s/ Heather Casto, Sheriff Administrator
s/ Matthew D. Champlin, Sheriff
s/ Randy Dapree, Assistant Prosecuting Attorney

Washington County Commissioners
s/ Kevin J. Ritter, President
s/ Charlie L. Schilling
s/ James W. Booth

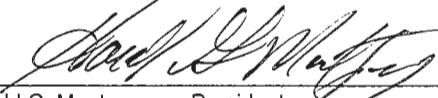
Witness
s/ Ben Cowdery, Clerk

s/ Larry R. Mincks, Sr., Sheriff

Approved as to form
s/ Nicole T. Col, Prosecutor

ADJOURN

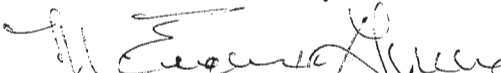
At 4:00 p.m. the President entertained a motion for adjournment. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.



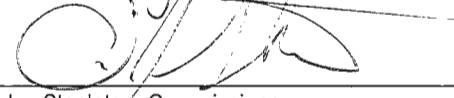
 Harold G. Montgomery, President



 Anette L. Brown, Clerk *County Administrator*



 M. Eugene Greene, Vice President



 Q. Jay Stapleton, Commissioner