

FEBRUARY 25, 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 February 18, 2021 minutes. 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
2/21	8	0	1	0	0	0	0	0	1	11	0	0	0	1

FINANCIAL REPORT REVIEW

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

- February Sales Tax Report- Ms. Clark noted that sales tax has remained consistent.

RESOLUTION – THE ROOT SPORTS & FITNESS CENTER CORPORATE PLAN AGREEMENT

County Administrator Melissa Clark presented the Commission with a Corporate Plan Agreement for Gallia County Employees who have enrolled in the Gallia County Medical Health Insurance Plan to join The Root Sports & Fitness Center at reduced rates. Gallia County's 1-year annual membership will be \$6,000 for the period of 3/1/2021-2/28/2022. The reduced rates for Gallia County employees to join The Root Sports & Fitness Center under this Corporate Agreement are as follows:

- Single: \$30.00/ month
- Couple: \$43.00/ month
- Family: \$56.00/ month

President Montgomery entered a motion to approve and sign the agreement as presented, noting this benefit is strictly for Gallia County Employees who are enrolled in Gallia County's Medical Health Insurance Plan Anthem CEBCO. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

It was noted the savings to employees through this agreement would be as follows:

- Single - savings of \$17.00/month or \$204.00/annually
- Couple: - savings of \$24.00/month or \$288.00/annually
- Family - savings of \$31.00/month or \$372.00/annually

GREEN SEWER PHASE 2 – BID AUTHORIZATION

County Administrator Melissa Clark and Grants Administrator Karen Sprague provided an update of status of bidding for the Green Sewer Phase 2 project. Ms. Clark noted they are working with Stantec and USDA on the bid notice and the plan is to advertise 3/4, 3/11, and 3/18 with a bid opening on 4/1. President Montgomery entered a motion to authorize Stantec to proceed with project bidding. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

LETTER OF SUPPORT – ECONOMIC DEVELOPMENT

The President entertained a motion to approve the following letter of support. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

February 25, 2021

Liberty Schindel, Economic Development Analyst
 American Electric Power
 1 Riverside Plaza
 Columbus, OH 43215

Dear Liberty,

Please accept this letter of support for a tuition scholarship for Elisha Orsbon, Gallia County Economic Development Director for the 2021 Virtual Ohio Basic Economic Development Course. Ms. Orsbon joined Gallia County Economic Development in January, 2021 and is new to the field of economic development. The curriculum and educational content of the Ohio Basic Economic Development Course will provide Ms. Orsbon training in key economic development skill sets that will assist in her professional growth in this new position.

Thank you for your consideration of our request. If you have questions or need additional information please contact us at 740-446-4374.

Sincerely,

/ Harold G. Montgomery, President
 Gallia County Board of Commissioners

AIRPORT – SELF SERVICE TERMINALS SERVICE PLAN

Anette L. Brown, Clerk presented the Commission with a service plan from QTpod Petroleum on Demand for the Self-Service Gas Terminals at the Airport for 2021. The current annual service plan will expire for fueling terminal 4/1/2021. The President entertained a motion to approve the 2021 service plan at the One-year Base Access Plan at a cost of \$945.00 as presented. M. Eugene Greene made and Q. Jay Stapleton seconded that motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

FEBRUARY 25, 2021

**RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-15-1AY-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 its full term and should be released in full. The Prosecuting Attorney prepared the Release of Real Estate Mortgage form. Harold Montgomery entertained a motion that Release of Real Estate Mortgage document for the following person be approved and signed as presented:

- Corrine N. Adams, Records Mortgage Records Volume 581, Page 617-620

Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Release of real estate mortgage form was signed by Harold G. Montgomery, as President of the Commission, and is on file in the County's CHIP files.

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 real estate mortgage executed by CORRINE N. ADAMS to the above named County of Gallia, Office of Gallia County Commissioners, dated February 23, 2016 and recorded in Volume 581 Page 617-620 of the Mortgage Records of Gallia County, Ohio.

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 25th day of February, 2021.

WITNESSES:**COUNTY OF GALLIA, OFFICE**

GALLIA COUNTY COMMISSIONERS

s/ Karen Spragues/ Harold G. Montgomery

HAROLD G. MONTGOMERY, PRESIDENT

s/ Anette Brown

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Harold G. Montgomery, 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/ Kim Elliott

NOTARY PUBLIC

This instrument Prepared by: Jason Holdren, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.

SHERIFF HOPEWELL – AGREEMENT

Sheriff Matthew D. Champlin presented the following agreement for approval. The President entertained a motion to approve the agreement as present. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

AGREEMENT

This Agreement made and concluded this 24th day of February, 2021, by and between the Hopewell Health Centers, Inc., 3086 State Route 160, Gallipolis, Ohio, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners

WHEREAS, there exists a need for providing food services to Hopewell Health Center, Inc., 3086 State Route 160, Gallipolis, Ohio 45631

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. Hopewell Health Centers, Inc., in consideration for providing of daily lunch meals, approved by a dietician by the State of Ohio, by the Gallia County Sheriff's Office, will pay the cost of \$3.00 per meal. Said sum shall be made payable to the GALLIA COUNTY SHERIFF'S OFFICE.
2. The parties agree that the Gallia County Sheriff's Office will be the exclusive provider of food services during the time of this contract.
3. The Gallia County Sheriff's Office will invoice Hopewell Health Centers, Inc. monthly for services rendered and Hopewell Health Centers, Inc. agrees to pay all invoices within 30 days.
4. This Agreement can be canceled by either party with thirty (30) days written notice.
5. This Agreement shall be effective from January 1, 2021 through December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 24th day of February 2021.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

s/ Heather Casto, Sheriff Administrator

GALLIA COUNTY SHERIFF'S OFFICE

s/ Matthew D. Champlin, Sheriff

HOPEWELL HEALTH CENTERS, INC.

s/ Mark Briedenbaugh, C.E.O.

GALLIA COUNTY COMMISSIONERS

s/ Melissa Clark, County Administrators/ Harold G. Montgomery, Presidents/ Anette L. Brown, Clerks/ M. Eugene Greene, Vice Presidents/ Q. Jay Stapleton, Commissioner

APPROVED AS TO FORM:

s/ Randy Dupree, Assistant Prosecuting Attorney

SHERIFF - VILLAGE OF CROWN CITY - AGREEMENT

Sheriff Matthew D. Champlin presented the 2021 police protection agreement between Gallia County Commissioners, Sheriff Matthew D. Champlin and the Village of Crown City for approval. The President entertained a motion to approve 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.

AGREEMENT

This Agreement made and concluded this 25th day of February, 2021, by and between the Village of Crown City, Ohio, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Crown City, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

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NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
2. The Gallia County Sheriff's Office is to supply one qualified deputy chosen by mutual agreement between Council and the Sheriff's Office.
3. The Village of Crown City, in consideration for this police protection, agrees to pay directly to the Sheriff of Gallia County, Ohio, the amount of \$5.00 per contract hour to be used for expense and maintenance of Gallia County sheriff's office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".
4. The Village in consideration for this police protection agrees to pay direct to the designated deputy the sum of Twenty Dollars (\$20.00) per hour from April 1, 2021 through March 31, 2022, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.
5. The scheduling for the deputy is to be prepared by the Gallia County Sheriff's office with recommendations from the Mayor of Crown City Village.
6. The Sheriff requires that Deputy assigned to this detail submit activity logs, preferably by electronic system, to the Village Council for review.
7. The Village of Crown City will make available to the Gallia County Sheriff's Office the use of any Village owned equipment pertaining to law enforcement for the Village.
8. The Gallia County Sheriff's Office will be entitled to use said equipment as long as there is a current agreement with the Village of Crown City for police protection.
9. It is expressly understood by the parties that upon the termination of this Agreement, the equipment, and if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Crown City.
10. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Crown City understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
11. This Agreement can be canceled by either party with thirty (30) days written notice.
12. This Agreement shall be effective from April 1, 2021 through March 31, 2022.
13. The cost of jail confinement for prisoners of the Village will be waived.
14. If a deputy is requested to respond to a 911 call out and there is no deputy on duty at the Village, the 911 Center will then dispatch an available Sheriff's Deputy to the call.
15. Any time off leave will be the responsibility of the Village of Crown City.
16. All uniform and cruiser markings will conform to the BSSA and Gallia County Sheriff's Office standards and the purchase of these items will be the responsibility of the Sheriff's Office.
17. All deputies on duty for Village assignment will follow the Gallia County Sheriff's Office Policy and Procedure Manual in effect.
18. The parties agree that the Gallia County Sheriff's Office will be the exclusive provider of law enforcement services during the time of this contract.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 25th day of February, 2021.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

s/ Heather Casto, Sheriff Administrator

s/ Steve Falke

s/ Christina David

s/ Melissa Clark, County Administrator

s/ Anette L. Brown, Clerk

APPROVED AS TO FORM:

s/ Randy Dupree, Assistant Prosecuting Attorney

GALLIA COUNTY SHERIFF'S OFFICE

s/ Matthew D. Champlin, Sheriff

VILLAGE OF CROWN CITY

s/ Daryl Heger, Mayor

s/ Paul Dillon, Clerk

GALLIA COUNTY COMMISSIONERS

s/ Harold G. Montgomery, President

s/ M. Eugene Greene, Vice President

s/ Q. Jay Stapleton, Commissioner

SHERIFF – STANDARD ASSURANCES OF GCSO OVERTIME 2021

Sheriff Matthew D. Champlin submitted the 2021 GCSO Overtime Standard Assurances for signature by the Commission President. The President entertained the motion to sign the Standard Assurances as recommended by Sheriff Matthew D. Champlin. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

DJFS & SHERIFF - MOU

Director Dana Glassburn and Sheriff Matthew D. Champlin presented the following MOU for approval. The President entertained the motion to approve based on the recommendations of Direct Glassburn and Sheriff Champlin. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion to approve. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Gallia County Department of Job and Family Service - Children Services Division MEMORANDUM OF UNDERSTANDING (MOU) AMENDMENT Amendment No. 2

This amendment will modify the memorandum of understanding between the Gallia County Department of Job and Family Services Children Services Division (GCDJFSCS) and the Gallia County Sheriff's Office (GCSO) and will be effective from February 1, 2021.

1. Extension of current MOU term:
The original MOU states the term of the MOU is October 16, 2019 to October 14, 2020. Amendment No. 1 extended the MOU to February 1, 2021. This amendment will extend the MOU for a second time to be effective from February 1, 2021 to June 30, 2021.
2. Budget Increase:
The original budget of this MOU was \$32,800. Amendment No. 1 increase the budget by \$11,000 not to exceed a total of \$43,800. Amendment No. 2 will increase the budget a second time in the amount of \$16,000. The total amount of the contract will increase to \$59,800.

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DJFS/CHILDREN SERVICES AND PROSECUTOR - IV-E

DJFS/Children Services Director Dana Glassburn and Prosecutor Jason D. Holdren discussed Children Services IV-E the abused and neglected of children. Mr. Holdren expressed his need for additional personnel to work with IV-E. No action taken.

RECORDS COMMISSION MEETING

President Harold G. Montgomery chaired the Record's Commission Meeting held in the Commissioner's office. The following were present: Commissioners Harold G. Montgomery, M. Eugene Greene, and Q. Jay Stapleton, Prosecutor Jason D. Holdren, Auditor Larry Betz, Recorder Roger Walker and Clerk of Courts Noreen Saunders. Also, present Treasurer Steve McGhee. Recorder Roger Walker reviewed the submitted applications to the records commission; all were approved. Minutes are on file in the Commissioner's office.

GALLIA COUNTY CONVENTION AND VISITORS BUREAU ANNUAL UPDATE

Gallia County Convention and Visitors Bureau (GCCVB) 2020 Board President Gale Hess and Executive Director Amanda Couse presented the GCCVB 2020 report. No action taken.

RECOGNIZE AREA FFA CHAPTERS

At the Commissioner's invitation the following were in attendance to be recognized and be presented the Proclamation approved February 18, 2021 for National FFA Week in Gallia County: Gallia Academy FFA Advisor Katherine Dickson and Erin Pope; River Valley FFA Advisor Mathew Houck, Taylor Huck and Ryan Weber; South Gallia FFA Advisor David Pope, Emma Shamblyn and Ryleigh Halley. Due to Level 2 Emergency the area Chapters were not able to attend the February 18 meeting. No action taken.

EXECUTIVE SESSION - CONFIDENTIAL

At 2:51 p.m. the President entertained a motion to enter into executive session with Auditor Larry M. Betz and Treasurer Steve McGhee to discuss matters required to be kept confidential at this time. M. Eugene Greene moved and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 3:03 p.m.; no action taken.

JAIL PROJECT - DISCUSS

The Commissioners, County Administrator Melissa Clark, Grant Administrator Karen Sprague, Sheriff Matthew D. Champlin and Chief Deputy Troy Johnson discussed the estimated operating cost of the new Jail. No action taken.

- At 3:58 pm Harold G. Montgomery left the meeting for another appointment.

RECESS

At 4:22 p.m. the Vice President M. Eugene Greene entertained a motion to recess at this time and reconvene at 10:00 a.m. Friday, February 26, 2021 to further the discussion on the estimated operating cost of the new jail. Q. Jay Stapleton moved and seconded M. Eugene Greene the motion. Roll call: Mr. Montgomery, absent for vote; Mr. Greene, yea; Mr. Stapleton, yea.

RECONVENE – FEBRUARY 26, 2021

At 10:00 a.m. on February 26, 2021, the President entertained a motion to reconvene the Commission meeting, M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Also, in attendance: County Administrator Melissa Clark, Grant Administrator Karen Sprague, Sheriff Matthew D. Champlin, Chief Deputy Troy Johnson and Sheriff Administrator Health Casto.

- At 11:03 am M. Eugene Greene and Q. Jay Stapleton attended the OHIO SE zoom meeting with Economic Development Director Elisha Orsbon.
- At 11:45 am M. Eugene Greene and Q. Jay Stapleton rejoined the discussion.
- At 12:58 pm M. Eugene Greene left the meeting for another appointment.
- At 2:00 pm M. Eugene Greene rejoined the discussion.

JAIL PROJECT

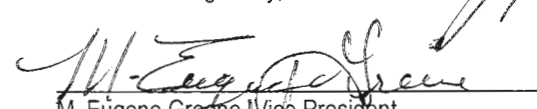
The President entertained a motion to agree to resolve to move forward with the jail project to obtain necessary financing and authorize execution of Guaranteed Maximum Price Amendment upon availability of financing. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

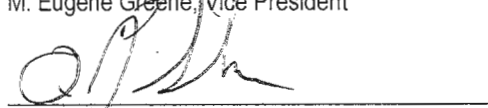
ADJOURN

At 2:32 p.m. the President entertained a motion for adjournment. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.


Harold G. Montgomery, President


Anette L. Brown, Clerk


M. Eugene Greene, Vice President


Q. Jay Stapleton, Commissioner