

MARCH 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 March 18, 2021 minutes. M. Eugene Greene moved and Q. Jay Stapleton 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
3/21	4	3	1	0	6	0	0	0	10	4	0	0	0	1

FINANCIAL REPORT REVIEW

County Administrator Melissa Clark provided the Commission with the:

- 2021 1ST Half Settlement for Mobile Homes = \$13,891.51 + \$3,793.96 to be received from the State

CCAO GROUP RETROSPECTIVE PROGRAM

County Administrator Melissa Clark presented the Commission a renewal for CCAO Group Retrospective Rating Plan Agreement. The President entertained a motion to approve and sign as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

LETTER OF SUPPORT- BUCKEYE HILLS CAREER CENTER POWER GRANT

County Administrator Melissa Clark presented the Commission with the following letter of support for the Gallia-Jackson-Vinton Joint Vocation School District, commonly known as the Buckeye Hills Career Center, to receive the Partnership for Opportunity and Workforce and Economic Revitalization (POWER) Grant through a multi-county Appalachian Impact Initiative Partnership. The President entertained a motion to approve the letter as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

March 25, 2021

Jamie Nash
Superintendent
Buckeye Hills Career Center
P.O. Box 157
Rio Grande, OH 45674

RE: Buckeye Hills Career Center Appalachian Impact Initiative Partnership

The Gallia County Commissioners would like to express our support and encourage the approval for the Gallia-Jackson-Vinton Joint Vocational School District, commonly known as the Buckeye Hills Career Center, to receive the Partnership for Opportunity and Workforce and Economic Revitalization (POWER) Grant through a multi-county Appalachian Impact Initiative Partnership.

The Appalachian Impact Initiative Partnership will be used for the creation and implementation of educational and skills training which will enhance the skills and employability of our local workforce which will, in turn, improve the employment and economics of Gallia County and the surrounding region. The programs to be established with funding from the POWER grant include:

1. Construction of a new Commercial Driving License (CDL) Training Facility and Program
2. Broadband Communications (ground and lineman) Program
3. Heavy Equipment Operators and Engineering Program
4. Heavy Diesel Mechanics Program
5. Expand ACCESS to all workforce development programs located at the Buckeye Hills Career Center.

The grant will also provide transportation services from key locations within Meigs County and other underserved communities.

We strongly support the efforts of the Buckeye Hills Career Center and its partners to ready the workforce in the Appalachian region by developing increased opportunities for skills training and workforce development in our region. Also, we support the Buckeye Hills Career Center's plan to offer transportation services to local underserved communities.

The Gallia County Commissioners strongly support the Appalachian Impact Initiative Partnership outlined in the POWER grant and believe it will have a positive impact on Gallia County and the surrounding Appalachian region.

Respectfully submitted,

Gallia County Board of Commissioners

s/ Harold G. Montgomery, President
s/ M. Eugene Greene, Vice President
s/ Quentin Jay Stapleton, Commissioner

EXECUTIVE SESSION – PERSONNEL

At 9:26 a.m. the president entertained a motion to enter into executive session with County Administrator Melissa Clark to consider employment of a public employee. 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 10:00 am.; no action taken.

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NATIONAL AGRICULTURE WEEK PROCLAMATION

The Gallia County Farm Bureau, President Jake Bodimer and Ashley Kasler were in attendance for National Agriculture Week National Agriculture Week on March 21 - 27, 2021. The Commissioners expressed their appreciation to the farmers in Gallia County and the Bureau for the hard work. The President entertained a motion to approve the proclamation. Q. Jay Stapleton made and M. Eugene Greene seconded the motion to proclaim the following. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Proclamation
National Agriculture Week
March 21-27, 2021

American agriculture is the foundation of our country. It's the backbone of a healthy and prosperous nation, made possible by the hard work of America's farms and farm families. However, the average American is now at least three generations removed from the farm. In fact, farm and ranch families make up less than 2 percent of the U.S. population, resulting in disconnect between food and fiber and the people whose hard work, dedication, and passion bring us all to the table.

Not only does American agriculture produce food, fiber, and renewable resource products, but agriculture is essential to maintaining a strong economy, and is dedicated to ensuring Americans have access to safe, abundant, and affordable products. When you factor in all the jobs involved in processing, distributing and marketing food and fiber products, you see that American agriculture is truly everywhere and touches everyone in almost every way. Each American farmer feeds more than 165 people ... a dramatic increase from 25 people in the 1960s. Quite simply, American agriculture is doing more - and doing it better. As the world population soars, there is an even greater demand for the food and fiber produced in the United States.

Now, therefore, we, the Gallia County Commissioners, by virtue of the authority vested in us, do hereby proclaim **March 21-27, 2021** as National Agriculture Week. We call upon citizens to acknowledge and celebrate the achievements of all those who, working together, produce an abundance of agricultural products that strengthen and enrich our community and our nation.

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

DJFS & PROSECUTOR IV- E – MOU AGREEMENT

Director Dana Glassburn and Prosecutor Jason D. Holdren presented MOU Agreement between Gallia County Board of Commissioners through its agent Gallia County Department of Job and Family Services and the Prosecutor of Gallia County. President entertained a motion to approve the MOU Agreement. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion to approve. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EXECUTIVE SESSION – DJFS - PERSONNEL

At 10:38 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 10:47 a.m.; no action taken.

EMPLOYEE – DJFS – RESIGNATION

GCDJFS Director, Dana Glassburn presented and recommended the acceptance of Devon Buffington resignation from the case manager II position effective two weeks from today March 25, 2021. The President entertained a motion to accept the resignation as presented. M. Eugene Greene moved and Q. Jay Stapleton 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. Vicki Potter – Employment Services Case Manager, Classification number 64215 position control #31200.5. 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.

EMPLOYEE – DJFS – NEW HIRE

GCDJFS Director, Dana Glassburn recommended the following new hire with an effective hire date to be determined by the Director upon successful completion of preliminary employment screening processes and in accordance with ORC 5101:2-33-55 (B) (1) and will be at lower rate of pay by \$1.00 until successful completion of the bachelor degree program in which she is currently enrolled. (as a condition of employment, authorizing unpaid leave for the week of June 7, 2021 for an existing pre-paid vacation) Courtney Bauerbach -Child Protective Services Case Manager 2, Classification number 34136; Position control #50002.0. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion to approve Director Glassburn's recommendation. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

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CEBCO HEATH & WELLNESS PROGRAM

Justin Grant and Hannah Whiston, CEBCO and John & Scott Saunders, Saunders Insurance gave an update on the benefits with the CEBCO Health & Wellness program. Ms. Whiston noting she would like come back in May or June to give a presentation to the county employees and would coordinate with County Administrator Melissa Clark to arrange for a time and date. No action taken.

BID OPENING – 2021 JOHNSON ROAD SLIP REPAIR

The Engineer noted the 2021 Johnson Road Slip Repair project is being funded 75% Federal and 25% State. The project cost estimate is \$455,713.00 and is in Harrison Township. At 11:45 a.m. President Montgomery opened the following bids for the County Engineer Project:

Company	Total Bid
Alan Stone Company Inc.	\$446,164.00
D.G.M., Inc	\$457,529.45

The bids were turned over to the county engineer office for review and recommendation. The following were in attendance: D.G.M. Inc., Rex Leist and Adam Edwards, Gallia County engineer office.

CDBG GRANTS – 2021 UPDATE ORGANIZATIONAL CONTACTS-USER ROLE FORMS RESOLUTION

Grants Administrator Karen Sprague presented the Commission with the Organizational Contacts Form and Ocean User & Role Assignment Form to update those allowed to sign for CDBG grants draws for 2021 and those allowed to perform actions in Ocean the states online grant management system, which must be submitted to the Ohio Development Services Agency. Ms. Sprague noted the organizational contacts & user role forms are being updated as follows: Michele Throckmorton is being removed, Elisha Orsbon is being added, Melissa Clark's title is being changed to County Administrator & Karen Sprague's title is being changed to Grants Administrator. Harold Montgomery entertained a motion that the forms be approved and signed as presented. M. Eugene Greene made and Q. Jay Stapleton seconded that motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. The form is on file in the County's CDBG grant files.

SHERIFF – HOUSING PRISONER MIDDLEPORT JAIL

Sheriff Administrator Heather Casto submitted a contract for boarding prisoners with the Middleport Jail for approval, signed by Sheriff Matthew D. Champlin. 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
MIDDLEPORT JAIL**

WHEREAS, this contract is made this 1st day of April, 2021 by and between the Village of Middleport, Middleport Ohio and the Gallia County Commissioners and the Gallia County Sheriff hereafter referred to as "Contractor".

WHEREAS, the Contractor wants to confine prisoners in the Middleport Jail and such prisoners have been charged with misdemeanors and felonies awaiting trial.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Village of Middleport and the Contractor for the term hereinafter set forth.

WITNESSETH:

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

1. The Middleport Police Department shall receive, keep, board and safely maintain in the Middleport Jail on behalf of the Contractor the following persons:
 - a. All persons arrested by the Contractor for violations of state criminal statues until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of the Middleport Jail for purpose of compensation under this contract.
 - b. All persons arrested for violation of Ohio Revised Code from arrest through termination of any jail sentence imposed for that violation except as provided in paragraph 4 thought 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as the Contractor's prisoners in this contract.
2. The Contractor shall pay to Middleport Village the sum of Sixty-Four dollars (\$64.00) per day for each person incarcerated in the Middleport Jail under paragraphs 1.a, 1.b., and 1.c. For the purpose of determining the compensation to be paid for each part of any calendar day: a person incarcerated up to eight (8) hours shall be paid for at the rate of one-half of the one day's fee; each part of a calendar day over eight (8) hours shall be paid at the rate for a full day.
3. The Contractor's prisoners confined in the Middleport Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein. Every prisoner admitted into the Middleport Jail is charged a twenty-two dollar (\$22.00) booking fee when booked into the jail. This \$22.00 booking fee is due and payable by the prisoner personally to Middleport Village.
4. The Middleport Jail may reject or refuse to receive any prisoners who may be afflicted with a prior medical problem with any contagious, infectious or venereal disease, mental illness, or injury that has not been treated prior to entry into the Middleport Jail, or having received any prisoner so affected without knowledge thereof, upon discovery of such condition in any prisoner thereafter.
 - a. The Middleport Jail may refuse to keep such prisoners thereafter following notice to the Contractor. Following receipt of such notice the Contractor agrees to receive back such affected prisoner.
 - b. The Jail Administrator may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reasons that the Jail Administrator deems pertinent at the time.
 - c. The Middleport Jail will reject any inmates who have been determined to be suicidal. Once an inmate has been determined to be suicidal, the Contractor must remove the inmate from the Middleport Jail or Contractor may provide personnel to monitor the prisoner while incarcerated in Middleport Jail.

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5. The Contract agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a Contractor prisoner including doctor's fees, hospital charges, and prescription costs.
6. The Contractor shall transport and provide security anytime a Contractor prisoner must leave the Middleport Jail for any reason, unless a court orders that no transportation or security is needed.
7. The Contractor shall bear the expense of the burial of a Contractor prisoner who dies in the Middleport Jail, if the body is not claimed for interment at the expense of friends or relatives.
8. No person under eighteen years of age shall be received by Middleport Jail.
9. The Middleport Jail shall provide an itemized statement of the amount due each month for housing the Contractor's prisoners. Payment shall be made by the Contractor to the Middleport Police Department, 659 Pearl Street, Middleport Ohio 45760 within thirty days of the date of the statement. The Middleport Jail may refuse to accept Contractor prisoners if timely payment is not made.
10. The Contractor agrees that during the period of time this contract covers, it 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 Middleport Jail.
11. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.
12. Anytime the Contractor arrests an individual for domestic violence, violations of a temporary protection order or a civil protection order or menacing threats by stalking, and victim does not have a phone number; the Contractor will be responsible for attempting to make notification to the victim the offender's being released from the Middleport Jail.
13. This agreement shall be effective as of April 1, 2021 and terminate March 31, 2022.
14. All former contracts and /or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

Any alteration of this 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 be transcribed on the day first written above.

Contractor/Gallia County Commissioners

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

Village of Middleport/ Police Department

Mayor Fred Hoffman
 Jail Administrator Mony Wood
 Fiscal Officer Susan Baker

Contractor/Gallia County Sheriff

s/ Matthew D. Champlin, Sheriff

APPROVED AS TO FORM:

s/ Randy Dupree, Assistant Prosecuting Attorney

SHERIFF - VILLAGE OF CENTERVILLE - AGREEMENT

Sheriff Administrator Heather Casto submitted the 2021 police protection agreement between Gallia County Commissioners, Sheriff Matthew D. Champlin and the Village of Centerville for approval. The President entertained a motion to approve the agreement as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

AGREEMENT

This Agreement made and concluded this 25th day of March 2021, by and between the Village of Centerville, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Centerville, 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.

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 Village of Centerville, in consideration for this police protection, agrees to pay direct 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".
3. The patrol duties of the designated deputy will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.
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 Sheriff requires that Deputies assigned to this detail submit activity logs, preferably by electronic system, to the Village Council for review.
6. The Village of Centerville will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: **Radio, lights, siren, K-55 radar, Serial No. MV724, MOD#279421 and other equipment pertaining to law enforcement for the Village.**
7. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Centerville for police protection.
8. It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Centerville, Ohio for its use.
9. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Centerville 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

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sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.

10. 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.
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.

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

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

s/ Heather Castro, Sheriff Administrator

s/ Brian Waugh

s/ Gene Hall

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 CENTERVILLE

s/ Eugene Layton, Mayor

s/ David House, Clerk

GALLIA COUNTY COMMISSIONERS

s/ Harold G. Montgomery, President

s/ M. Eugene Greene, Vice President

s/ Q. Jay Stapleton, Commissioner

BID OPENING – 2021 SCENIC ROAD SLIP REPAIR

The Engineer noted the 2021 Scenic Road Slip Repair project is being funded 75% Federal and 25% State. The project cost estimate is \$408,469.00 and is in Morgan Township. At 11:55 a.m. President Montgomery opened the following bids for the County Engineer Project:

Company	Total Bid
Alan Stone Company Inc.	\$393,327.50
D.G.M., Inc	\$422,133.85

The bids were turned over to the county engineer office for review and recommendation. The following were in attendance: D.G.M. Inc., Rex Leist and Adam Edwards, Gallia County engineer office.

RECESS

The President entertained a motion to recess at 4:00 p.m. and reconvene at 10:00 a.m. Friday, March 26, 2021 to meet with CMR Ganger for site review. Q. Jay Stapleton moved and seconded M. Eugene Greene the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

RECONVENE – MARCH 26, 2021

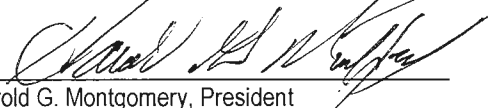
At 10:07 a.m. on March 26, 2021, the President entertained a motion to reconvene the Commission meeting. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

SITE REVIEW – JAIL PROJECT

Construction Manager, Granger Construction Company representatives Jamie Brundrett, Matt Bauer and Don Moore and DLZ Architect representatives David Evans met with the commission to review the jail project site. No action taken.


ADJOURN

The President entertained a motion for adjournment at 12:00 p.m. on March 26, 2021. 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