

DECEMBER 30, 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 December 23, 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

Table with 14 columns: 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. Row for 12/26 shows values: 3, 5, 0, 0, 0, 0, 0, 0, 0, 5, 22, 0, 0, 0, 4.

EMPLOYEE – DJFS – RESIGNATION

Anette L. Brown, Clerk present on behalf of Gallia County DJFS Director Dana Glassburn and Business Administrator Kathy Campbell recommendation to acceptance of Ashley Casey resignation from GCDJFS effective 1/7/2022. 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.

2022 AGREEMENT FOR DEFENSE OF INDIGENT SERVICES

County Administrator Melissa Clark presented to the Commission with proposal submitted by the Gallia County Defense Attorneys Corporation in the amount of \$364,980.00 as recommended by the Gallia County Public Defender Commission. Per Laura Austen of the Ohio Public Defenders Office, the County must pass a resolution that the County Commission approves and consents to the terms of the agreement and appropriates the funds necessary as required by the agreement. Ms. Clark noted the proposal submitted by the Gallia County Defense Attorneys Corp received on 11/9/21 was in the amount of 395,250.00. Ms. Clark met with representative of the Gallia County Defense Attorneys Corp and the proposal was resubmitted on 12/22/21 in the amount of \$379,999.92, and resubmitted again on 12/29/21 in the amount of \$364,980.00. The President entertained a motion that the Commission approve and consent to the terms of the 2022 agreement with the Gallia County Defense Attorneys Corp as presented and recommended unanimously by the Gallia County Public Defender Commission to be effective January 1, 2022 through December 31 2022, noting the amount of \$364,980.00 is included in the FY 2022 Annual Appropriation Resolution. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

A RESOLUTION AUTHORIZING GALLIA COUNTY TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT BETWEEN GALLIA COUNTY AND THE OHIO WATER DEVELOPMENT AUTHORITY FOR THE REFINANCING OF THE USDA 2000 A –#92-01 BIDWELL-PORTER SEWER LOAN

WHEREAS, GALLIA COUNTY (hereinafter referred to as the "LGA") desires to refinance all or a portion of USDA 2000A –#92-01 SEWER LOAN (the "Refunded Debt") the proceeds of which were used for the purpose of BIDWELL PORTER SEWER; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to refinance the Refunded Debt on the terms set forth in the Cooperative Agreement (defined below) (the "Refinancing"); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

NOW, THEREFORE, BE IT RESOLVED by the GALLIA COUNTY BOARD OF COMMISSIONERS;

Section 1. That the LGA hereby approves the Refinancing in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for the Refinancing of a State Water or Wastewater Project" as set forth in Exhibit A attached hereto (the "Cooperative Agreement") and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth and attached hereto in/as Exhibit A.

Section 2. That the LGA hereby approves the redemption or pre-payment of the Refunded Debt, and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer to designate the date on which such redemption or pre-payment is to occur.

Section 3. That it is found and determined that all formal actions of the GALLIA COUNTY BOARD OF COMMISSIONERS concerning and relating to the passage of this resolution were passed in an open meeting of the GALLIA COUNTY BOARD OF COMMISSIONERS, and that all deliberations of the GALLIA COUNTY BOARD OF COMMISSIONERS that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

WHEREFORE, this RESOLUTION shall be in full force and effect from and immediately after its passage.

Q. Jay Stapleton moved to adopt the Resolution. M. Eugene Greene seconded the motion.

Roll call:

Mr. Montgomery x Yea ___ Nay

Mr. Greene x Yea ___ Nay

Mr. Stapleton x Yea ___ Nay

ADOPTED: this 30th day of December, 2021

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

/s/ Anette L. Brown, Clerk of the Board

DECEMBER 30, 2021

A RESOLUTION AUTHORIZING GALLIA COUNTY TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT BETWEEN GALLIA COUNTY AND THE OHIO WATER DEVELOPMENT AUTHORITY FOR THE REFINANCING OF THE USDA 2000 B –#92-03 Bidwell-Porter SEWER LOAN

WHEREAS, GALLIA COUNTY (hereinafter referred to as the "LGA") desires to refinance all or a portion of USDA 2000B –#92-03 SEWER LOAN (the "Refunded Debt") the proceeds of which were used for the purpose of BIDWELL PORTER SEWER; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to refinance the Refunded Debt on the terms set forth in the Cooperative Agreement (defined below) (the "Refinancing"); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

NOW, THEREFORE, BE IT RESOLVED by the GALLIA COUNTY BOARD OF COMMISSIONERS;

Section 1. That the LGA hereby approves the Refinancing in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for the Refinancing of a State Water or Wastewater Project" as set forth in Exhibit A attached hereto (the "Cooperative Agreement") and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth and attached hereto in/as Exhibit A.

Section 2. That the LGA hereby approves the redemption or pre-payment of the Refunded Debt, and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer to designate the date on which such redemption or pre-payment is to occur.

Section 3. That it is found and determined that all formal actions of the GALLIA COUNTY BOARD OF COMMISSIONERS concerning and relating to the passage of this resolution were passed in an open meeting of the GALLIA COUNTY BOARD OF COMMISSIONERS, and that all deliberations of the GALLIA COUNTY BOARD OF COMMISSIONERS that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

WHEREFORE, this RESOLUTION shall be in full force and effect from and immediately after its passage.

Q. Jay Stapleton moved to adopt the Resolution. M. Eugene Greene seconded the motion.

Roll call:

Mr. Montgomery x Yea ___ Nay

Mr. Greene x Yea ___ Nay

Mr. Stapleton x Yea ___ Nay

ADOPTED: this 30th day of December, 2021

/s/ Harold G. Montgomery, President

/s/ M. Eugene Greene, Vice President

/s/ Q. Jay Stapleton, Commissioner

/s/ Annetta L. Brown, Clerk of the Board

A RESOLUTION AUTHORIZING GALLIA COUNTY TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT BETWEEN GALLIA COUNTY AND THE OHIO WATER DEVELOPMENT AUTHORITY FOR THE REFINANCING OF THE USDA 2013 –#92-04 KANAUGA ADDISON SEWER LOAN

WHEREAS, GALLIA COUNTY (hereinafter referred to as the "LGA") desires to refinance all or a portion of USDA 2013 –#92-04 SEWER LOAN (the "Refunded Debt") the proceeds of which were used for the purpose of KANAUGA ADDISON SEWER; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to refinance the Refunded Debt on the terms set forth in the Cooperative Agreement (defined below) (the "Refinancing"); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

NOW, THEREFORE, BE IT RESOLVED by the GALLIA COUNTY BOARD OF COMMISSIONERS;

Section 1. That the LGA hereby approves the Refinancing in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for the Refinancing of a State Water or Wastewater Project" as set forth in Exhibit A attached hereto (the "Cooperative Agreement") and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth and attached hereto in/as Exhibit A.

Section 2. That the LGA hereby approves the redemption or pre-payment of the Refunded Debt, and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer to designate the date on which such redemption or pre-payment is to occur.

Section 3. That it is found and determined that all formal actions of the GALLIA COUNTY BOARD OF COMMISSIONERS concerning and relating to the passage of this resolution were passed in an open meeting of the GALLIA COUNTY BOARD OF COMMISSIONERS, and that all deliberations of the GALLIA COUNTY BOARD OF COMMISSIONERS that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

WHEREFORE, this RESOLUTION shall be in full force and effect from and immediately after its passage.

Q. Jay Stapleton moved to adopt the Resolution. M. Eugene Greene seconded the motion.

Roll call:

Mr. Montgomery x Yea ___ Nay

Mr. Greene x Yea ___ Nay

Mr. Stapleton x Yea ___ Nay

ADOPTED: this 30th day of December, 2021

/s/ Harold G. Montgomery, President

/s/ M. Eugene Greene, Vice President

/s/ Q. Jay Stapleton, Commissioner

/s/ Annetta L. Brown, Clerk of the Board

DECEMBER 30, 2021

SHERIFF – NOBLE COUNTY JAIL HOUSING CONTRACT

Sheriff administrator Heather Casto submitted the following contract for approval:

Noble County Jail Housing Contract

WHEREAS, this contract is made this ____day of _____2022, by and between the Board of County Commissioners of Noble County, Ohio, hereafter referred to as "County", the Sheriff of Noble County, hereinafter referred to as "Sheriff", and the county of Gallia, Ohio hereafter referred to "Contractor".

WHEREAS, Contractor wishes to confine in the Noble County Jail such prisoners as have been charged with misdemeanors and felonies who are awaiting trial or serving a sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Contractor or the term herein set forth.

WITNESSETH:

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

1. The County shall receive, keep, board, and safely maintain in the Noble County Jail on the behalf of the Contractor the following persons:
 - a. All persons arrested by Contractor 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 Noble County for purpose of compensation under this contract. Charges and/or commitments must accompany every inmate received at the Noble County Jail.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentence imposed for that violation expect as provided in paragraphs 4-9 below.
 - c. Persons incarcerated pursuant to subparagraph a. and b. above shall be designed as prisoners in this contract.
 2. The Contractor shall pay to Noble County the sum of seventy-five dollars (75.00) per day for each person incarcerated in Noble County Jail under paragraph 1.
 3. Prisoners confined in the Noble County Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein.
 4. The County may reject and refuse to receive any prisoners who may be affected with prior medical problems, afflicted with any contagious, infectious, or venereal disease, mental illness, illness, or injury that has not been treated prior to entry into the Noble County Jail, or having received any prisoners so affected without knowledge thereof, upon discovery of such condition in any prisoner thereafter. The County may refuse to keep such prisoners thereafter following notice to Contractor and following receipt of such notice Contractor agrees to receive back such affected prisoner.
 5. The Sheriff or designee may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail or any other reason that the Sheriff or designee deems pertinent at the time.
 6. Contractor agrees to pay for all medical, surgical, dental, ophthalmology and pharmaceutical expenses incurred on behalf of a prisoner including doctor fee's, hospital fees, ambulance, and prescriptions. The County currently has a nurse on staff three days per week. Assessments will be completed at no cost to Contractor. The nurse will take care of getting prescriptions refilled through Coler Pharmacy. The County will pay the Coler Pharmacy bill and Contractor will be sent an itemized statement for housing and Pharmacy, to be paid to the "Noble County Treasurer".
 7. Contractor shall transport and provide security anytime a prisoner must leave the Noble 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 Noble County Jail, if the body is not claimed for interment at the expenses of friends or relatives.
 9. No persons under eighteen (18) years of age shall be received.
 10. The Noble County Sheriff's Office shall provide an itemized statement of the amount due each month for housing contracted prisoners. Payment shall be made by Contractor to Noble County Sheriff, 420 Olive Street, Caldwell, Ohio 43724 within 30 days of the date of the statement. The Noble County Sheriff may refuse to accept Contractor prisoners if timely payment is not made.
 11. 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 Noble County Jail, as prescribed by the Sheriff, Board of Noble County Commissioners, Common Pleas, Probate, and Juvenile Judges, and the Department of Rehabilitation and corrections.
 12. This agreement may be terminated by either party during its term, provided that such termination shall be affected by a 90-day written notice.
 13. This agreement shall be effective as of _____.
 14. The term of this agreement shall be for one (1) year plus the time after signing of this contract and continuing until _____.
 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of the contract are hereby canceled and terminated.
 16. This agreement entered into on behalf of the County pursuant to Resolution Number ____ passed _____
- IN WITNESS WHEREOF**, of the parties hereto, be their respective duly authorized officers, none hereto cause their names be transcribed on the day first written above.

NOBLE COUNTY COMMISSIONERS

Noble County Sheriff

GALLIA COUNTY COMMISSIONERS

/ Harold G. Montgomery, President
/ M. Eugene Greene, Vice President
/ Q. Jay Stapleton, Commissioner
/ Matthew D. Champlin, Sheriff

WITNESS

Approved as to form

Prosecuting Attorney

WITNESS

/ Anetic L. Brown, Clerk
Approved as to form
/ Randy Dupree, Assistant Prosecuting Attorney

The President entertained a motion to approve the contract. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

CASTO & HARRIS, INC. — RE-ORDER NO. 21488-20

DECEMBER 30, 2021

I.T. – GODADDY EMAIL RENEWAL

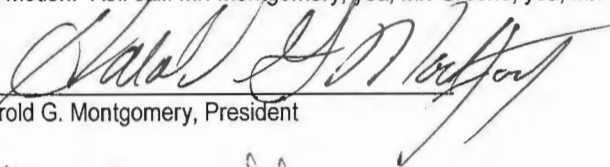
Assistant I.T. Director Bill Maynard present for approval the renewal of GoDaddy Email and wire transfer. The President entertained a motion to approve the agreement and wire transfer. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EMA CONTRACTS WITH TOWNSHIPS/VILLAGES

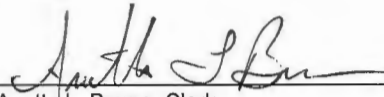
911/EMA/LEPC Director Sherry Daines presented the 2022 EMA contracts with the Townships and villages for signing of the contracts. M. Eugene Greene made and Q. Jay Stapleton seconded the motion to approve signing the contracts for the period of January 1, 2022 through December 31, 2022 with all 15 Townships & 6 Villages for the provision of Emergency Management per ORC Sections 5502.271 & 307.15. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

ADJOURN

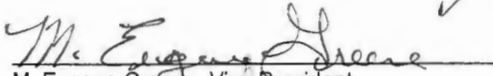
The President entertained a motion to adjourn at 4:00 pm. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.



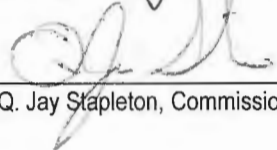
Harold G. Montgomery, President



Anette L. Brown, Clerk



M. Eugene Greene, Vice President



Q. Jay Stapleton, Commissioner