

JANUARY 13, 2022

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 6, 2022 minutes. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2022 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
1/9	11	3	3	0	6	0	0	0	12	19	0	0	0	4

GOVERNOR DEWINE - LETTER

County Administrator Melissa Clark presented the following letter to Governor DeWine for approval:

January 13, 2022

The Honorable Governor Mike DeWine  
Riffe Center, 30<sup>th</sup> Floor  
77 South High Street  
Columbus, OH 43215

Dear Governor DeWine

The Gallia County Commissioners express our sincere gratitude for the generous award of \$5,500,000 received through SB 310 Capital Improvement Funding for Local Jails Projects. This grant will provide invaluable financial support for the construction of a new 32,222 SF, 120-bed full-service correctional facility in Gallia County. The project will alleviate the risks associated with the current aged and undersized jail while also relieving the escalating financial and logistical strain incurred by out-of-county housing.

Your generous award to this important project is yet another demonstration of your outstanding commitment to counties, law enforcement, and the communities they serve.

Sincerely,

Gallia County Commissioners

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

M. Eugene Greene made and Q. Jay Stapleton seconded a motion to approve the letter as submitted. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

FINANCIAL REPORT REVIEW

County Administrator Melissa Clark presented the Commission with:

- 1<sup>st</sup> Amended Certificate of Estimated Resources

WORKERS COMPENSATION

County Administrator Melissa Clark presented the Annual Summary of Work-related Injuries and Illnesses Form (300AP) for President's signature. Q. Jay Stapleton made and M. Eugene Greene seconded a motion to have the President sign the form as submitted. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2021 OHPO EXEMPT PROJECTS REPORT  
FOR CDBG FUNDED PROJECTS

Grants Administrator Karen Sprague presented the Commission with the 2021 OHPO Exempt Projects Report for the CDBG Funded Projects with environmental reviews completed during 2021 as follows:

- 2020 CDBG Target of Opportunity Grant – Gallia County DD School Roof Replacement Project
- 2018 CDBG CHIP Grant – 1 rehabilitation project in Gallipolis & 1 home repair project in Middleport

Harold Montgomery entertained a motion that the report be approved as presented. Q. Jay Stapleton moved and M. Eugene Greene seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. The report is on file in the County's CDBG grant files.

EXECUTIVE SESSION - PERSONNEL

At 9:51 a.m. the President entertained a motion to enter into executive session with County Administrator Melissa Clark to consider the employment of a public employee. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 10:29 a.m.; no action taken.

EXECUTIVE SESSION – 911 – PERSONNEL

At 10:31 a.m. the President entertained a motion to enter into executive session with 911/EMA/LEPC Director Sherry Daines to consider the 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 10:47 a.m.; no action taken.

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**EMPLOYEE - 911 - RESIGNATION**

911/EMA/LEPC Director Sherry Daines presented and recommended to accept the resignation effective January 9, 2022 from Charla Dempsey-Howe. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion to accept resignation with the recommendation of Director Daines. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**ABM BUILDING & ENERGY SOLUTIONS**

ABM Building & Energy Solutions, John Ferragonio met with the Commissioners to present their findings, recommendations and thanked them for their time. no action taken.

**BID OPENING – SHERIFF PATROL VEHICLES**

At 11:00 a.m. President Montgomery opened the following bid (only one bid received):

<b>Company</b>	<b>Total Bid</b>
Tim Lally Chevrolet	Total cost of Vehicles & Delivery for sum not to exceed for 3 units Totaling: \$164,385.25

The bid was turned over to the County Administrator for her review and a recommendation. The following were in attendance: Sheriff Matthew D. Champlin; County Administrator Melissa Clark; and Tony Gallagher, City Commissioner.

**SHERIFF – PRISONER HOUSING CONTRACT WITH MONROE COUNTY**

Sheriff administrator Heather Casto submitted the following contract for approval:

**CONTRACT FOR HOUSING PRISONERS  
IN THE  
MONROE COUNTY JAIL**

**WHEREAS**, this contract is made this the 1<sup>st</sup> day of January 2022, by and between the Board of County Commissioners of Monroe County, Ohio, hereinafter referred to as "County", the Sheriff of Monroe County, Ohio, hereinafter referred to as "Sheriff", and Gallia County, Ohio hereinafter referred to as "Contractor".

**WHEREAS**, Contractor wants to use the Monroe 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 are 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 Monroe County Jail the following persons:
  - a. 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 incarcerated in the Monroe County Jail for purposes of compensation under this contract.
  - b. 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 seventy-five dollars (\$75.00) per day for each person incarcerated in the Monroe County Jail under Paragraph 1. For purposes of determining compensation, any calendar day, or part thereof, shall constitute one (1) day.
3. Prisoners confined in the Monroe 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 or injury that has not been treated prior to entry into the Monroe County Jail, or having received 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 Monroe County Jail for any reason unless a court orders that there is no transportation or security needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Monroe 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 Monroe County Juvenile Court.
10. The Monroe 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 Monroe County Sheriff at 47129 Moore Ridge Road, Woodsfield, Ohio 43793 within thirty (30) days of the date of the statement. The Monroe 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 offices of the Monroe County Commissioners, Common Pleas and Probate Juvenile Judges, and the Department of Rehabilitation and Corrections.

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12. Anytime the Contractor arrests an individual for domestic violence, violations of a protection order, or menacing threats by stalking, the Contractor will be responsible for attempting to make notification to the victim of the offender's being released from the Monroe County Jail.
13. This agreement may be terminated by either party during the term by giving the other party a minimum of Sixty (60) days written notice.
14. This agreement shall be effective on January 1, 2022, and terminate on December 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.
16. The Contractor shall define, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement.

This agreement entered into on behalf of the Gallia County Commissioners  
Pursuant to Resolution Ordinance Number N/A passed December 23, 2022.

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.

Monroe County Commissioners

*s/* \_\_\_\_\_, President

*s/* \_\_\_\_\_, Vice President

*s/* \_\_\_\_\_, Commissioner

Gallia County Commissioners

*s/* Harold G. Montgomery, President

*s/* M. Eugene Greene, Vice President

*s/* Q. Jay Stapleton, Commissioner

Witness

*s/* \_\_\_\_\_, Clerk

*s/* Charles R. Black, Jr., Sheriff

Witness

*s/* Anette L. Brown, Clerk

*s/* Matthew D. Champlin, Sheriff

The President entertained a motion to approve the contract. 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 - GALLIPOLIS RAILROAD FREIGHT STATION MUSEUM

Anette L. Brown, Clerk presented the Commission with the following letter of support for the Gallipolis Railroad Freight Station Museum. Ms. Brown noted Gallipolis Railroad Freight Museum Vice President, Jerry Davis had contacted the Commissioner's Office to request a Letter of Support. The President entertained a motion to approve the letter as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

January 13, 2022

The Gallipolis Railroad Freight Museum, Inc.

Mr. Jerry Davis, Vice-President

198 Third Avenue

Gallipolis, OH 45631

Dear Mr. Davis,

We are writing today to express our support for the Gallipolis Railroad Freight Museum Project that is underway in Gallipolis.

The station undergoing renovation was originally built in 1901 and served as a busy freight depot. We are proud to endorse the concept of a railroad museum to house railroad memorabilia (assisted by the Ohio Historical Connection), as well as a working telegraph office, period furnishings, possible store, model train displays, a rail yard with a working hand car, and rolling stock.

It is our understanding that the Gallipolis Railroad Freight Museum will not only be a museum in the traditional sense, but will also be a hub for education to celebrate our area's rich history and teach future generations about the contributions and significance of railroads in Southeastern Ohio and the rest of the nation. We can think of no greater place for such project than southeastern Ohio and downtown Gallipolis.

We are also excited about the potential economic development benefits such a project will bring to Gallipolis and the surrounding area. With increased tourism revenue from the museum itself, new jobs and an increased focus on education and history, we think the museum could serve as the driving force behind a resurgence of Gallipolis.

Finally, we are thrilled to support a project that will tell the railroad story.

We look forward to hearing how the museum project is progressing in the months and years to come. Thank you for embarking on such an ambitious project.

Respectfully submitted,

Gallia County Board of Commissioners

*s/* Harold G. Montgomery, President

*s/* M. Eugene Greene, Vice President

*s/* Quentin Jay Stapleton, Commissioner

#### SHERIFF - GALLIA METROPOLITAN HOUSING AUTHORITY - CONTRACT

Sheriff administrator Heather Casto submitted the following contract for approval. The President entertained a motion to approve the submitted contract. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

JANUARY 13, 2022

**CONTRACT  
For Enhanced Law Enforcement Service**

This AGREEMENT made and concluded this 13<sup>th</sup> day of January 2022 by and between the Gallia County Sheriff, Matt Champlin, and the Gallia Metropolitan Housing Authority, Gallipolis, Ohio.

WHEREAS, there exists a need for law enforcement protection from a policing unit for the residents of the G.M.H.A., 381 Buckridge Road Complex, Green Township, Gallia County, Ohio and

WHEREAS, Section 311.29 of the O.R.C. provides for authority of a taxing district to enter into agreement with the Sheriff of the County, whereby the Sheriff undertakes and is authorized to contract to perform any policing function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed and understood that the employees of the Gallia County Sheriff's Office have voted, approved and accepted the Ohio Labor Council/Fraternal Order of Police (FOP/OLC), as the exclusive bargaining unit for patrol, corrections, investigative divisions and Sergeant divisions of the Gallia County Sheriff's Office. THEREFORE, upon recognition of the FOP/OLC, each party of the agreement reserves the right to modify this agreement if the FOP/OLC causes a change in terms set forth herein. If there is no change caused by the FOP/OLC, the parties are bound by the terms below. The Housing Authority agrees to pay directly to the deputies, in consideration for police protection, the amount of \$25.00 per hour plus fringe benefits applicable under the Ohio Revised Code, including Workers Compensation.

The Gallia Metropolitan Housing Authority, 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 the expense and maintenance of Gallia County Sheriff's Office cruiser, for the use by the Gallia Metropolitan Housing Authority. 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".

The Housing Authority prefers the shifts to be between 4:00 p.m. and 4:00 a.m., unless other problems or developments occur to change time of patrol hours. Housing Authority will set a meeting date and have regular meetings with deputies to assess crime related topics and management issues. Every attempt will be made to fill vacancies by the Gallia County Sheriff's Office with manpower as per contract. Housing Authority prefers two (2) deputies, each working 10 hours per week in an organized and cooperative manner, patrolling within the Housing Authority properties.

The contracted deputies will present a detailed activity log and serve at the pleasure of the Housing Authority.

The Gallia County Sheriff's Office will provide personnel acceptable to the Housing Authority Administrator. Housing Authority prefers patrol division deputies with fully equipped functioning marked patrol cruisers and be prepared for foot patrol as the weather permits. The Housing Authority prefers the concept of "Community Policing" and interaction with residents for crime prevention measures.

This Contract can be canceled by either party, with thirty (30) days written notice. This Contract shall be in effect from January 1 through December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on this 13<sup>th</sup> day of January 2021.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

GALLIA COUNTY SHERIFF'S OFFICE

s/ Heather Casto  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By s/ Matthew D. Champlin, Sheriff

GALLIA METROPOLITAN HOUSING AUTHORITY

By s/ Andrew Kott, Director

GALLIA COUNTY COMMISSIONERS

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

Approved as to form:

s/ Rody Dapree, Assistant Prosecuting Attorney

**INVESTMENT ADVISORY COMMITTEE**

Gallia County Treasurer, Steve McGhee, Chair of the Investment Committee, presented the 4<sup>th</sup> quarter 2021 investment report for review. The Investment reports are submitted monthly; with meetings held quarterly. Members present were the Commissioners Harold G. Montgomery, M. Eugene Greene and Q. Jay Stapleton, and Steve McGhee, County Treasurer. Also, in attendance Acting County Auditor Molly Plymale. The Investment Report is on file in the Treasurer's office and in the Commissioner's office for review.

**EXECUTIVE SESSION – DJFS - PERSONNEL**

At 1:33 p.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to consider the 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 1:43 p.m.; no action taken.

**EMPLOYEE – DJFS - TERMINATION**

Director Dana Glassburn met with the Commission to recommend Termination of Vickie Elieen Potter effective January 12, 2022 who is within her one (1) year probationary period (hired on April 12, 2021) and was in the position of Employment Services Case Manager 1. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

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

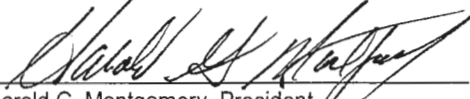
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EXECUTIVE SESSION - PERSONNEL

At 2:14 p.m. the President entertained a motion to enter into executive session with County Administrator Melissa Clark to consider the 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. At 4:01 p.m. County Administrator Melissa Clark exited the session. Returned to regular session at 4:02 p.m.; no action taken.

ADJOURN

At 4:03 p.m. the President entertained a motion for adjournment. motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

  
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Harold G. Montgomery, President

  
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Anette L. Brown, Clerk

  
\_\_\_\_\_  
M. Eugene Greene, Vice President

  
\_\_\_\_\_  
Q. Jay Stapleton, Commissioner