

AUGUST 4, 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 July 28, 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
7/31	5	1	0	0	3	0	0	0	4	29	0	0	0	7

CONSULTANT AGREEMENT – SHERIFF

The Clerk, Kevin Nicholas, presented a Consultant Agreement between the Gallia County Local School District Board of Education (“Board”) and the Gallia County Sheriff’s office (“Consultant”), an independent contractor, for the provision of services by the Consultant to the Board. The agreement is for the Sheriff’s office to provide two full time School Resource Deputies for eight (8) hour per day each for the 2022-2023 school year. The School Resource Deputies will be assigned by the Gallia County Local School Board. The Board will pay all fees required for this Resource Officer. The President entertained a motion to approve the consultant agreement. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

SHERIFF - PRISONER HOUSING CONTRACT WITH FAIRFIELD COUNTY

The Clerk, Kevin Nicholas, presented a Contract between the Gallia County Board of Commissioners, the Gallia County Sheriff’s office, the Fairfield County Board of Commissioners, and the Fairfield County Sheriff for approval. The President entertained a motion to approve the contract. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNTY JAIL BETWEEN FAIRFIELD COUNTY AND GALLIA COUNTY

WHEREAS, this contract is made this day of August 8, 2022, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, (“Fairfield BCC”), the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, (the Fairfield Sheriff), and the Gallia County Board of Commissioners, located at 18 Locust Street, room 1292, Gallipolis, Ohio 45631 (“the Gallia BCC”)and the Gallia County Sheriff, located at 18 Locust Street, Gallipolis, Ohio 45631 (“Gallia Sheriff”).

WHEREAS, the Gallia BCC and the Gallia Sheriff has the necessity and the need to house its prisoners elsewhere on a temporary basis beginning 2022;

WHEREAS, Gallia BCC and the Gallia Sheriff have reached out to the Fairfield BCC and Fairfield Sheriff to see if Fairfield County would be willing to house the Gallia County Prisoners during this period by entering into a contract with the Fairfield BCC and the Fairfield Sheriff, pursuant to R.C. 341.23;

WHEREAS, Fairfield BCC and the Fairfield County Sheriff are willing to enter into a contract pursuant to R.C. 341.23 so long as certain housing parameters are agreed upon;

WHEREAS, this Agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Fairfield Board, the Fairfield Sheriff and the Gallia Board and Gallia Sheriff for the term hereinafter set forth.

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

1. The Fairfield BCC and the Fairfield Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:
 - a.) Gallia County Prisoners who have been lawfully committed to custody by the Gallia County Sheriff, or his deputies, via 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 except as provided in Paragraphs 2 through 12 below.
 - b. Persons incarcerated pursuant to subparagraph a. above shall be designated as “Gallia County Prisoners” in this Agreement.

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2. The Fairfield Sheriff hereby agrees to house no more than Twenty (20) Gallia County prisoners at a time in the Fairfield County Jail commencing on August 1, 2022 and ending on December 31, 2023. Of the Twenty (20) Gallia County Prisoners Fairfield County will receive, five (5) of those twenty (20) Prisoners can be female.
3. Gallia BCC agrees to pay Fairfield BCC and Fairfield Sheriff a per diem rate of \$ 92 per prisoner, per day. A day shall be calculated based on the date of booking reception and release. The Fairfield BCC and Fairfield Sheriff shall invoice the Gallia Sheriff and Gallia BCC a per diem rate of \$92 per each prisoner remaining. Such invoices shall be made the first of each month based on the number of prisoners held, the number of days held. Payment shall be made by the Gallia County Sherriff to the Fairfield County Commissioners with the mailing address of 210 E. Main Street, Room 301, Lancaster, Ohio 43130. Said payment shall be applied to the Fairfield County General Fund. The Fairfield Sheriff reserves the right to return prisoners and refuse to accept additional prisoners if timely payment is not received.
4. Gallia County Prisoners confined in the Fairfield County Jail shall be subject to the rules and regulations of the Fairfield County Jail, which apply to all the prisoners therein.
5. The Fairfield Sheriff may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious disease, contagious infections, sexually transmitted disease, mental illness, illness or injury that has not been treated prior to entry into the Fairfield County Jail.
6. The Fairfield Sheriff, at his sole discretion, may unilaterally refuse to receive Gallia County Prisoner(s) or may return any Gallia County Prisoner(s) for reasons including but not limited to the current Fairfield County Jail population, internal security conditions of the jail, or for any other reason that the Fairfield Sheriff deems pertinent at the time. If the Fairfield Sheriff opts to return or reject Gallia County Prisoner(s) for any reason, the Fairfield Sheriff shall give verbal or electronic notice to the Gallia County Sheriff and the Gallia County Sheriff shall have no more than 24 hours to pick up the returned/rejected inmate(s).
7. The Gallia BCC agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner, at any off-site medical facility, including doctor's fees, hospital charges, and prescription costs. Contacts with in-house medical staff, internal physician consultations/visits, will be covered under the agreed housing costs and no additional fees will apply.
8. The Gallia Sheriff shall transport and provide security any time a prisoner must leave the Fairfield County Jail for any reason, unless a court orders that no transportation or security is needed. If the Fairfield Sheriff, via his deputies, transports a prisoner to and from the Fairfield County Jail under this Agreement, he shall submit the mileage to the Gallia Sheriff for reimbursement as permitted under R.C. 341.23(C).
9. The Gallia Sheriff shall bear the expense of the burial of a prisoner who dies in the Fairfield County Jail, if the body is not claimed for interment at the expense of friends or relatives.
10. No person under eighteen (18) years of age shall be received by the Fairfield Sheriff as a prisoner in the Fairfield County Jail.
11. The Gallia BCC and Gallia Sheriff agree that during the contract term, 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 Fairfield 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, the Gallia Sheriff specifically agrees to furnish to the Fairfield Sheriff, through the Fairfield County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Fairfield County Jail, the Gallia Sheriff shall update the information as any change becomes known. The Fairfield Sheriff agrees that the Fairfield 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 Fairfield Sheriff, via his jail staff. In situations where no working telephone number is provided, the Gallia Sheriff 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 Fairfield 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. The Gallia Sheriff acknowledges that failure to comply with these notifications terms will result in the refusal by the Fairfield Sheriff 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 for any reason, by giving the other party a minimum of thirty (30) days written notice.
14. This Agreement shall be effective August 1, 2022 to December 31, 2023, with the option to renew for an additional specified term(s), upon mutual agreement of all of the parties.

Any alteration of contract shall result in the contract being null and void.

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

GALLIA COUNTY BOARD OF COMMISSIONERS

<u>s/ Harold G. Montgomery, President</u>	<u>8/4/2022</u>
Harold Montgomery	Date
<u>s/ M. Eugene Greene, Vice President</u>	<u>8/4/2022</u>
M. Eugene Greene	Date
<u>s/ Q. Jay Stapleton, Commissioner</u>	<u>8/4/2022</u>
Q. Jay Stapleton	Date

GALLIA COUNTY SHERIFF

<u>s/ Matthew D. Champlin, Sheriff</u>	<u>8/1/2022</u>
Sheriff Matt Champlin	Date

APPROVED AS TO FORM:

<u>s/ Randy Dupree, Assistant Prosecuting Attorney</u>	<u>7/29/2022</u>
Gallia County Prosecutor	Date

ADDENDUM TO ELECTRICITY SUPPLY AGREEMENT

The Clerk, Kevin Nicholas, presented an addendum to electricity supply agreement between Freepoint Energy Solutions and the Gallia County Commissioners for adding the Job and Family Services two electric meters into Gallia County's current agreement. The President entertained a motion for approval of the agreement. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

GALLIA-MEIGS COMMUNITY ACTION AGENCY – BUILDING RENOVATION REQUEST

Grants Administrator Karen Sprague presented the Commission with a request from Gallia-Meigs Community Action Agency for financial assistance for 2 building renovation projects at their Cheshire location as follows:

- Bay door replacement – all deliveries come to the bay doors and they are difficult to open and close and need replaced. 3 quotes were submitted as follows:
 - Gallia Doors - \$5,770 to install 2 solid insulated steel back doors 12.9 R-value and 2 chain drive openers
 - Christian Morris Construction - \$6,450 to install 2 solid insulated steel back doors 12.9 R-value and 2 chain drive openers
 - D&D Excavating & Septic - \$7,085 to install 2 solid insulated steel back doors 12.9 R-value and 2 chain drive openers
- Blockage in drain pipes in men's restroom that prevents their use – the block wall will have to be broken through and replaced with a service panel after the piping is repaired. 2 quotes were submitted as follows:
 - Carter's Plumbing - \$1,926.28
 - D&D Excavating & Septic - \$2,350

Harold Montgomery entertained a motion to approve the request as presented based on the low quotes from Gallia Doors \$5,770 & Carter's Plumbing \$1,926.28 for a total of \$7,696.28. Mr. Greene moved and Mr. Stapleton seconded this motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

SEWER – WAIVER OF O&M FEES FOR VACANT

Sewer Billing Director Terri Walters met with the commission to discuss a current request for removal of O&M fees, noting the current O&M removal agreement will still need to be completed and signed by property owner. The President entertained a motion for approval of the agreement. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

DJFS

Dana Glassburn, DJFS Director, presented a Child Support Awareness Proclamation for the month of August to the board of Commissioners to approve. The President entertained a motion for approval of the Proclamation. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

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Child Support Awareness Month Proclamation

Whereas, Ohio acknowledges that support from both parents is essential to meeting children's physical, social, and emotional needs and laying the groundwork for their future success; and

Whereas, Ohio is committed to helping families access community resources that can help them overcome barriers to paying child support; and

Whereas, Ohio's Child Support Program is dedicated to collaborating with multiple agencies and organizations to strengthen families and prioritize children's wellbeing; and

Whereas, Ohio recognizes parents, child support professionals, government agencies, employers, and other partners that help ensure children receive the support they need; and

Now therefore, we the Gallia County Commissioners do hereby proclaim the month of August as Child Support Awareness Month in the County of Gallia, State of Ohio, on this 4th day of August 2022.

s/ Harold G. Montgomery

Harold G. Montgomery, President

s/ M. Eugene Greene

M. Eugene Greene, Vice President

s/ Q. Jay Stapleton

Q. Jay Stapleton, Commissioner

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 the employment of public employees. 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 10:53 a.m. No action taken.

AIRPORT HANGER DELINQUENT RENTAL FEES

The President entertained a discussion about an Airport hangar that has delinquent fees that have not been paid and the hangar currently has property located inside of it. Randy Dupree, Assistant Prosecutor provided background information on the legal actions conducted so far with the renter of this hangar, and he provided a recommended legal course of action to pursue. The President requested more information before making a decision on future legal actions. No action taken.

RESOLUTION FOR COST OF LIVING SALARY INCREASES FOR 2022

Harold Montgomery entertained the following motion.

In consideration of the increase in cost of living due to the high inflation factor, give county employees, under the employ of Gallia County as of 7/1/2022, to also include the Departments of Sewer, Dog & Kennel, and Airport, and except employees that have already received cost of living increase or retention raise for 2022, are under a collective bargaining agreement, or having a certified exclusive representative under 4117.1, a **\$0.50** per hour raise retroactive effective the first pay in July, 2022.

For those departments outside county general, if the allocation of raises to your office/department employees depends on what is done by the County Commission, and if you have adequate funds available in your budget to cover the above approved raise, you may do so at your discretion at this time. Please be sure to consider the salary related line items, Workers' Compensation, Medicare, PERS, when making this decision.

However, the ultimate decision regarding distribution of the above approved raises to all county employees, under both County General and other funds, is at the discretion of each elected official.

The appropriations for County General will be forthcoming and added to your current appropriations.

Q. Jay Stapleton moved and M. Eugene Greene seconded this motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

SHERIFF AND JAIL BUDGET

Sheriff Matt Champlin, Chief Deputy Troy Johnson, and Heather Casto were present to discuss budget for the Sheriff and Jail departments. Sheriff Champlin requested an estimated \$762,749.15 in funds needed for both departments for the remainder of 2022. The Commission took the request under further consideration. No action taken.

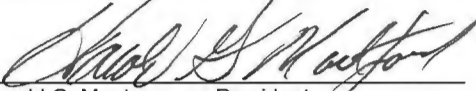
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COURTHOUSE HVAC SYSTEM ESTIMATE

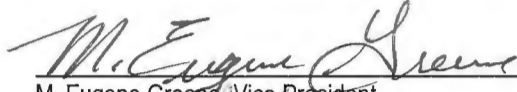
The President entertained a motion for Melissa Clark, County Administrator to pursue an estimate of rates and timeline for a new HVAC system for the courthouse from Architect of Record. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.


ADJOURN

At 4:00 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

Kevin Nicholas, Clerk

M. Eugene Greene, Vice President

Q. Jay Stapleton, Commissioner