

**SEPTEMBER 7, 2023**

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 David K. Smith. Roll Call: President David K. Smith, present; Vice President Q. Jay Stapleton, present; Commissioner Leslie Henry, present.

The President entertained a motion for approval of the August 31, 2023 minutes. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Auditor	Robert J. Jacks	9/8/23	Logan OH	County Auditor Association of Ohio
Auditor	Heidi Easley	9/8/23	Logan OH	County Auditor Association of Ohio

The President entertained a motion to approve travel requests as submitted. Leslie Henry made and Q. Jay Stapleton seconded motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Mr. Stapleton, yea.

2023 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
9/3	4	0	0	0	4	0	0	0	4	21	0	0	0	10

CASSTO & HARRIS, INC. — RE-ORDER NO. 25403-23

**ENGINEER – AFSCME, AFL-CIO AND AFSCME LOCAL 3741 - CONTRACT**

Assistant Engineer Adam Edwards presented the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO and AFSCME Local 3741 contract for approval. The President entertained a motion to approve the contract as presented. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

**SHERIFF - GALLIA COUNTY SHERIFF'S OFFICE MEMORANDUM OF AGREEMENT FOR JAIL SERVICES PIKE COUNTY**

The following agreement was submitted for approval. The President entertained a motion to approve and sign the agreement as presented. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

Upon the recommendations of the Sheriffs of Gallia County, Ohio and Pike County, Ohio, this Agreement is entered into this 1st day of June, 2023 between the Board of Gallia County Commissioners, (hereafter, the Board of Gallia County Commissioners and Sheriff are jointly referred to as "Gallia County") and the Board of Pike County Commissioners (hereafter, the Board of Pike County Commissioners and Sheriff are jointly referred to as "Pike County"), for Gallia County's acceptance and incarceration of Pike County prisoners at the Gallia County Jail.

In consideration of pertinent provisions of the Ohio Revised Code as well as the mutual covenants, agreements and conditions set forth herein, the parties agree as follows:

1. Definitions: For the purposes of this Agreement, the following words and terms shall have the indicated meanings:

"Prisoner" means an inmate held at the Gallia County Jail pursuant to ORC 341.12 and/or on charges relating to an offense in Pike County's jurisdiction before sentencing regardless of the offense charges, or after sentencing when the inmate is convicted or sentenced.

"Per day" means any calendar date during which Gallia County holds a prisoner or holds a bed for Pike County under this Agreement. This includes prisoners taken to court hearings, medical appointments or treatments, etc.

2. Pike County agrees to send Gallia County and Gallia County agrees to accept from Pike County such prisoners as Pike County is unable to care for and to provide custody supervision, confinement and board for Pike County's prisoners. Pike County shall furnish all transportation for prisoners to and from the Pike County Jail for any and all purposes.

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Gallia County shall receive Pike County prisoners who are lawfully committed into custody upon being furnished with a copy of the process of commitment/booking/medical paperwork, and Pike County shall provide all other proper documentation for said commitment.

3. Gallia County shall maintain the Gallia County Jail in accordance with applicable minimum adult detention center standards of the State of Ohio as well as other pertinent laws, rules or regulations. Gallia County shall maintain, support and safely keep Pike County prisoners in the same manner and condition as its own prisoners.

4. Pike County agrees to pay Gallia County the sum of one hundred (\$100.00) dollars per day as full compensation for receiving, supervising, confining & boarding each prisoner. Provided, however, should the actual cost to Gallia exceed one hundred dollars (\$100.00) per day by reason of having to confine such prisoner under the provisions of one of the collateral contractual agreements of Gallia County, then Pike County agrees to pay Gallia County the actual cost incurred by Gallia County under its contractual arrangements.

5. For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement, shall constitute one day.

6. Gallia County will invoice Pike County monthly for its use of beds. Pike County agrees to pay each invoice within thirty (30) days of the date of the invoice. Compensation for rendering of the services hereinbefore described during such calendar month shall be paid by Pike County on or before the 15th of each month.

7. Pike County shall be responsible for transporting Pike County's prisoners to all non-emergency medical and/or dental appointments. In the event a Pike County prisoner is hospitalized, Pike County shall be responsible for the security of such Pike County prisoner during their hospital stay.

8. Pike County agrees they are responsible for the cost and expense of all medical, dental, vision, and prescriptions required by a Pike County prisoner.

9. Pike County authorizes Gallia County to determine whether and when a Pike County prisoner requires emergency medical and/or dental care. Gallia County will immediately notify the shift commander or other officer in charge designated by Pike County when Gallia County has authorized the removal of a Pike County prisoner for emergency medical and/or dental care.

10. Pike County agrees that upon notice that a Pike County prisoner has been removed for emergency medical, and/or dental care, Pike County shall immediately assume responsibility for guarding such Pike County prisoner until he or she is returned to the Gallia County Jail. Written notice shall be given under this paragraph as soon as practicable after a prisoner has been removed for emergency medical and/or dental care.

11. Pike County agrees they are responsible for any ambulance/life squad fees as well as Forty dollars (\$40.00) per hour fee payable to Gallia County for the personnel to provide the medical escort to and/or from the emergency room and/or until such time as Pike County has relieved Gallia County from the medical escort for all Pike County prisoners. (Minimum 2-hour charge)

12. Gallia County agrees that where hospital service is required for any such prisoner, such services shall be provided at Holzer Medical Center, unless the emergency of the situation prevents such use.

13. Gallia County agrees to obtain written approval from Pike County before obtaining any non-emergency medical, and/or dental device or appliance for a Pike County prisoner. Examples of such devices and appliances include but are not limited to eyeglasses, trusses and braces. Pike County agrees to pay for the cost of any approved device or appliance plus all care and services related to providing any approved item.

14. Pike County may elect to allow Pike County prisoners to use the inmate medical and/or dental services contracted by Gallia County for non-emergency care. Pike County shall notify Gallia County of such elections in writing. If Pike County so elects, Pike County agrees to pay the pertinent Medicaid rates established under HB 66 for all medical services provided and billed to Pike County prisoners.

15. Gallia County will provide invoices, as received by providers, to Pike County.

Pike County agrees to pay these within thirty (30) days of receipt directly to the provider of services.

16. In the event of the death of a prisoner, Gallia County shall not be liable for any costs or expenses related to said death. Pike County shall pay for all expenses and costs related to said death.

17. Gallia County reserves the right, in its sole discretion, to reject, refuse, and/or have removed, any Pike County prisoner regardless of contracted bed availability.

Pike County agrees to promptly (without delay) respond to Gallia County's request for the removal of any Pike County prisoner(s).

18. Gallia County shall not be responsible for returning a Pike County prisoner to

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Pike County upon the completion of said prisoner's sentence. Pike County shall pick up all prisoners who have completed their sentence and release them from their facilities.

19. Gallia County may maintain and support a Pike County prisoner whose confinement extends beyond the terms of this Agreement consistent with the terms set forth in this Agreement or any subsequent modification or agreement entered into between the parties.

20. Pike County shall reimburse Gallia County for any and all damage to the Gallia County Jail, its fixtures, appliances, equipment or other property owned by Gallia, caused by Pike County prisoners, intentionally or negligently.

21. Pike County shall have no obligation to reimburse Gallia for ordinary wear and tear to Gallia's real and personal property or for any personal injury to any of Gallia County's officials, agents, or employees caused by Pike County's prisoners.

22. Pike County prisoners confined in the Gallia County Jail shall be subject to the rules and regulations of the Gallia County Jail, which apply to all the prisoners therein.

23. No person under eighteen (18) years of age shall be received by the Gallia County Sheriff as a prisoner in the Gallia County Jail.

24. Nothing contained in this Agreement is intended to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the parties. Neither party nor their respective employees shall be considered an employee of the other party, nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the other party, including, without limitation, participation in Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability and severance pay.

25. No Pike County prisoner, other person, or organization, other than the parties hereto shall have any interest hereunder, and nothing contained herein shall be construed so as to give any Pike County prisoner, other person or organization other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement.

26. Gallia and Pike Counties shall maintain liability insurance coverage in a minimum amount of \$1,000,000.

27. Gallia and Pike Counties shall provide each other with written proof of coverage.

28. If Pike County is not a CORSA insured county, Pike County shall, if possible, name Gallia County as an additional insured under Pike County's liability insurance.

29. Gallia County and Pike County are not responsible for the action(s) or inaction of the other including their respective employees, officers, or agents and shall not be liable in damages to the other for services rendered or failure to render services under this agreement including but not limited to inadequacy of equipment, or for the negligence, misfeasance or nonfeasance of their employees or for any other cause related to the rendering of services under this agreement.

30. The term of this Agreement shall be from the 1st day of June, 2023 and continue until December 31, 2023.

31. This Agreement may be modified, extended and/or terminated upon the mutual agreement of the parties. Any such extension, modification and/or termination shall not become effective until set forth in writing and executed by both parties.

32. Pike County agrees to remove and transport Pike County prisoners from Gallia County within five (5) days of the termination date.

33. The law of the State of Ohio shall apply to the construction and interpretation of this Agreement and any dispute between the parties shall be determined in the Gallia County, Ohio Common Pleas Court.

IN WITNESS WHEREOF, the parties hereto have set their hands on the following dates with signatures.

This agreement shall be effective the 1st day of June, 2023.

Gallia County Board of Commissioners

Pike County Board of Commissioners

BY: *s/ David K. Smith*

BY: *s/ Jeff Chatter*

BY: *s/ R. Jay Stapleton*

BY: *s/ Jerry Miller*

BY: *s/ Leslie Henry*

BY: *s/ Tony Montgomery*

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Sheriff of Gallia County

*s/Sheriff M. D. Champlin*

Matt Champlin, Sheriff

Approved as to form:

*s/Jason Holdren*

Jason Holdren, Gallia County Prosecutor

Sheriff of Pike County

*s/Tracy D. Evans*

Tracy D. Evans, Sheriff

**SHERIFF – AGREEMENT**

Q. Jay Stapleton made and Leslie Henry seconded the motion to approve and sign the following agreement. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

This Agreement is entered into on the 24th day of July, 2023 by and between the Gallia County Local School District Board of Education ("Board") and Gallia County Sheriff's Office (Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

**I. SERVICES TO BE PROVIDED BY THE CONSULTANT**

The Consultant shall provide the following services:

The Service of two (2) full time School Resource Deputies for eight (8) hour per day each for the 2023-2024 school year. The Student Resource Deputies will be assigned by the Gallia County Local School Board.

The Consultant shall exercise independent professional judgment at all time and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

**II. FEES**

The Board shall pay the Consultant \$29.79 per hour for Deputy A plus an additional \$166.67 monthly for his insurance incentive and \$44.17 per hour for Deputy B for the 2023-2024 school year. These rates include family insurance plans are subject to change to allow for wage increases per their FOP contract and increases in hospitalization. The Consultant shall provide documentation of services as required by the Board, and payment shall be made within thirty (30) days of receipt of documentation. The Board shall pay \$200 per month per cruiser to the Gallia County Sheriff's Office.

**III. FREQUENCY OF SERVICES [Select Option]**

The Consultant shall provide the described services on an as-needed basis upon request of the Board's superintendent, who shall have the sole discretion to determine the quantity of services, if any, to be provided by the Consultant under this Agreement; use of the Consultant shall not create any expectation regarding further use, and the Board shall have no continuing obligation to utilize the services of the Consultant during the term of this Agreement or thereafter.

OR

X The Consultant shall provide the following quantity of services during the term of this Agreement, two (2) full time School Resource Deputies for eight (8) hours per day each.

**IV. TERM**

This Agreement shall be in effect from the assignment from August 2023 through May 2024 unless earlier terminated by the Board. The Board or consultant may terminate this Agreement at any time by giving notice to the other party at the address contained herein if the Board or consultant

determines, in its sole discretion exercised in good faith, that the other party has violated any applicable law, rule, regulation, or policy; failed to perform any duty or warranty under this Agreement; or made a misrepresentation which materially affects the level or quality of services; or if the Board is otherwise dissatisfied with the Consultant's performance.

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V. RELATIONSHIP OF THE PARTIES

The consultant is an independent contractor and may not hold himself/herself out to individuals receiving services or to others as the employee or agent of the Board. The Consultant is not required to perform services exclusively for the Board and may perform the same or similar services for others. The Consultant is responsible for all expenses incurred in rendering services under this Agreement, and the Consultant agrees to hold the Board harmless from any such expenses. At his or her sole cost, the Consultant shall maintain all licenses/certifications required by law, shall secure professional liability insurance and any other insurance required by law, and shall pay all taxes and/or fees required by law. The Consultant shall indemnify and hold the Board harmless from and against any claim asserted by, or any liability to, any person on account of injury, death, or damage to property arising out of the Consultant's acts or omissions in the performance of the Agreement. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

The Gallia County Sheriff's Office will be the exclusive provider of this service during this agreement.

VI. MISCELLANEOUS PROVISIONS

This Agreement creates no third party beneficiaries.

This document sets forth the entire agreement of the parties and supersedes all prior agreements or contracts, whether oral or written between the parties.

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CONSULTANT

Gallia County Sheriff's Office

18 Locust Street

Gallipolis, OH 45631

*s/Sheriff M. D. Champlin*

Gallia County Sheriff

*s/Jason Holdren*

Gallia County Prosecutor

*s/David K. Smith*

Gallia County Commissioner

*s/Q. Jay Stapleton*

Gallia County Commissioner

*s/Lestie Henry*

Gallia County Commissioner

BOARD OF EDUCATION

Gallia County Local School District

4836 SR 325

Patriot, OH 45658

*s/Phillip Kahn*

Superintendent

**EMPLOYEE – MAINTENANCE – RESIGNATION**

Brian Rutherford, County Administrator requests the Commissioners acceptance of the resignation of Andrew Parsons effective immediately. The President entertained a motion to accept the resignation as presented by Mr. Rutherford. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

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**BID AWARD & CONTRACT SIGNING**  
**GREEN SEWER PHASE 2 PROJECT**

Grants Administrator Karen Sprague provided the Commission with the letter of recommendation for award from DLZ Project Engineer Gary Silcott along with the Green Sewer 2 project take-over bids from 2 contractor as follows:

- Fields Excavating, Inc. - \$6,998,565.10
- Southern Ohio Trenching & Excavating, Inc. - \$8,233,194.50

Ms. Sprague advised DLZ recommends awarding the take-over contract to Fields Excavating, Inc. in the amount of \$6,998,565.10 and provided contract docs for the County to approve and sign.

David Smith entertained a motion to approve awarding the take-over contract and sign the contract documents as presented and sign the required resolution entered below. Leslie Henry made and Q. Jay Stapleton seconded this motion. Roll call votes: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

A RESOLUTION AWARDING THE TAKE-OVER CONTRACT FOR THE GREEN TOWNSHIP SANITARY SEWER IMPROVEMENTS – PHASE II CONSTRUCTION CONTRACT IN ACCORDANCE WITH THE ENGINEER’S LETTER OF BID RECOMMENDATION, SUBJECT TO FINAL APPROVAL OF FUNDING REQUIREMENTS OF THE PROJECT.

WHEREAS, the Gallia County Board of Commissioners seeks to construct the

Green Township Sanitary Sewer Improvements – Phase II Take-Over Project; and

WHEREAS, the Gallia County Board of Commissioners has intent to utilize outside funding for a portion(s) of the Project.

NOW, THEREFORE BE IT RESOLVED BY THE GALLIA COUNTY BOARD OF COMMISSIONERS, OHIO:

1. That the Gallia County Board of Commissioners tentatively award the Green Township Sanitary Sewer Improvements – Phase II Take-Over Project to Field Excavating, Inc. in accordance with the Engineer’s Letter of Bid Recommendation, attached hereto and incorporated herein by reference, subject to final approval of funding agencies of the Project.
2. The foregoing Resolution was adopted in open session to the public and complies with all applicable legal requirements.
3. This Resolution is being passed to preserve the health and safety of the public in relation to the Project and to accommodate the timely completion of the bidding and contracting processes of this body, the State, and funding agencies.

Duly enacted by the Gallia County Board of Commissioners on first reading under suspension of the rules on this 7<sup>th</sup> day of September, 2023.

Gallia County Board of Commissioners

S/ David K. Smith  
David K. Smith, President

S/ Amanda Phillips  
Amanda Phillips, Clerk of the Board

**TARA ESTATES SEWER REPLACEMENT PAYMENT RESOLUTION # 8**

Grants Administrator Karen Sprague presented the Commission with Payment Resolution # 8 for the Tara Estates Sewer Replacement Project for the following items:

- Construction - \$469,974.45
- Engineering - \$7,792.58
- Easement - \$3,500.00
- Total = \$481,267.03

Invoices will be or have been paid as follows:

- DLZ Invoice # 217281 = \$338.75 to be paid as follows:

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- o \$218.49 from 2021 WWIP Grant Fund #389
- o \$120.26 from B-X-21-1AY-1 Grant Fund #387
- DLZ Invoice # 217825 = \$7,453.83 to be paid as follows:
  - o \$4,807.72 from 2021 WWIP Grant Fund #389
  - o \$2,646.11 from B-X-21-1AY-1 Grant Fund #387
- Southern Ohio Trenching & Excavating Inc. Pay Application # 5-Final = \$469,974.45 to be paid as follows:
  - o \$105,744.25 from B-X-21-1AY-1 Grant Fund #387
  - o \$34,308.13 from B-F-21-1AY-1 Grant Fund #388
  - o \$329,922.07 from 2021 WWIP-Tara Estates Grant Fund #389
- § Household Connections = \$35,245.68
- § Tara Sewer Replacement = \$294,676.39
- Easement purchase - Marceda & Dennis Mollohan - \$3,500.00
  - o \$787.50 from B-X-21-1AY-1 Grant Fund #387
  - o \$255.50 from B-F-21-1AY-1 Grant Fund #388
  - o \$2,457.00 from 2021 WWIP-Tara Estates Grant Fund #389

President Smith entertained a motion to approve payment resolution # 8 as submitted. Leslie Henry moved and Q seconded the motion. Mr. Stapleton stated he is not satisfied with some of the reclamation, clean up or performance. He stated he would like to see those things addressed. He referenced 143 Hillview Drive for an example. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

**DJFS – SUBGRANT AGREEMENTS**

JFS Director Dana Glassburn presented the following agreement for approval:

**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT**

**RECITALS**

*This Subgrant Agreement is entered into between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS"), located at 848 3<sup>rd</sup> Avenue, Gallipolis, OH 45631 and Integrated Service for Behavioral Health, (hereinafter referred to as "SUBGRANTEE"), AT 1950 Mt. St. Marys Drive, Nelsonville, Ohio 45674 SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this agreement.*

This Subgrant is made pursuant to the following federal award: Title XX Base CFDA 93.667 (original award date 10/1/2022; FAIN# 2301OHSOSR Social Service Block Grant, as administered by the U.S. Department of Health and Human Services. At the time of signing the subgrant for the 93.667 CFDA Federal Awards had not been signed. CDJFS will place updated Federal Award sign date once received. This Subgrant is not for research and development purposes.

This Subgrant Agreement will be in effect from August 1, 2023 to September 30, 2023 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

This grant is in the total amount of hundred thousand dollars (\$5,700.00).

The full subgrant agreement is on file at the commissioner's office and DJFS.

The President entertained the motion to sign the subgrant agreement amendment as recommended. Q. Jay Stapleton moved and Leslie Henry seconded the motion to approve. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

JFS Director Dana Glassburn presented the following agreement for approval:

**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT**

**RECITALS**

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3<sup>rd</sup> Avenue, Gallipolis OH 45631 and Gallia County Council on Aging, (hereinafter referred to as "SUBGRANTEE

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COA") at 1165 St Rt 160, Gallipolis, Ohio 45631 SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

This Subgrant is made pursuant to the following federal award: Title XX Base CFDA 93.667 (original award date 10/1/2022; FAIN# 2301OHSOSR Title XX Base Subsidy). At the time of signing the subgrant the FFY21 Title XX Base CFDA Federal Award had not been signed. CDJFS will place updated Federal Award sign date once received. as administered by the U.S. Department of Health and Human Services. This Subgrant is not for research and development purposes.

This Subgrant Agreement will be in effect from September 1, 2023 to September 30, 2023 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

This grant is in the total amount of hundred thousand dollars (\$19,404.56).

The full subgrant agreement is on file at the commissioner's office and DJFS.

The President entertained the motion to sign the subgrant agreement amendment as recommended. Q. Jay Stapleton moved and Leslie Henry seconded the motion to approve. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

**OSU EXTENSION OFFICE – MONTHLY UPDATE**

Michelle Stumbo, Extension Educator met with the Commissioners to provide their budget request for 2024. Erin Dailey and Micha Holcomb were also present and presented the Commission with an agency update for August and September activities and presented a copy of their newsletter and upcoming events. No action taken.

**AUDITOR – BILLING PROCESS MEETING**

Robert Jacks, County Auditor and staff members from his office, Anette Brown and Kim Elliot met with the Commissioners to discuss the entire billing cycle for the Commission to obtain a better understanding of the process. No action taken.

**EMS MEDICAL DIRECTOR**

The Commission received notice from EMS Director Keith Wilson that their medical director Dr. Whitely will be stepping down soon. Mr. Wilson recommends that he be replaced with Dr. Tim Peasak. Leslie Henry made and Q. Jay Stapleton seconded the motion to appoint Dr. Tim Peasak as the EMS Medical Director. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

**EMS RATE INCREASE PROPOSAL**

EMS Director Keith Wilson submitted the following rate proposal to become effective immediately.

<u>Gallia EMS Billing Rates</u>	<u>Ohio Medicare Allowed Amounts</u>
A0425 Mileage: \$15.00	\$8.54
A0426 Advanced Life Support non-emergency: \$800	\$299.02
A0427 Advanced Life Support emergency: \$800.00	\$473.45
A0428 Basic Life Support non-emergency: \$675.00	\$249.18
A0429 Basic Life Support emergency: \$675.00	\$398.69
A0433 ALS 2: \$1,000.00	\$685.25
A0434 SCT: \$1,100.00	\$809.84

The President entertained a motion to set the rates as recommended above, Q. Jay Stapleton made and Leslie Henry seconded the motion; roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

**2023 CEBCO HEALTH INSURANCE RENEWAL**

John Saunders and Scott Saunders, Saunders Insurance Agency, and Justin Grant, CEBCO, presented the 2024 CEBCO Employee Health Insurance Benefits Renewal package. The 2024 employee and family benefits will remain the same coverage as the 2023 year, yet individual employee premiums and county cost share will increase by 0.9 percent. The President entertained a motion to approve the rate renewal for the 2024 year for CEBCO employee benefits with the same coverage as the 2023 year, and an increase of 0.9 percent in premiums. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

**2023 CEBCO DENTAL INSURANCE RENEWAL**

John Saunders and Scott Saunders, Saunders Insurance Agency, and Justin Grant, CEBCO, presented the 2024 CEBCO Employee Dental Insurance Benefits Renewal package. The 2024 employee and family benefits will remain the same coverage as the 2023 year, with no cost increase. The President entertained a motion to approve the rate renewal for the 2024 year for CEBCO employee dental benefits with the same coverage as the 2023 year. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, abstain; Mr. Stapleton, yea; Ms. Henry, yea.

**EXECUTIVE SESSION – 911 – PERSONNEL**

11:59 a.m., the President entertained a motion to enter into executive session with 911 Director Sherry Daines, to discuss personnel matters and the consideration for employment of a public employee. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Returned to regular session at 12:06 p.m. No action taken.

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**EMPLOYEE HIRE – 911 – ALAN WAUGH**

911 Director Sherry Daines recommended to hire Alan Waugh, as a part-time employee/dispatcher at the 911 center effective September 9, 2023 at the pay rate of \$18.09 per hour. The president entertained the motion to hire Mr. Waugh part-time as recommended by Mrs. Daines. Leslie Henry moved, Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

**CLERK OF COURTS – ALARM ISSUE**

Noreen Saunders, Clerk of Courts met with the Commissioners to inform them of an issue with the alarm at the Service Center on Jackson Pike. She stated that when the alarm goes off, there is no one responding to it. She informed them that it is imperative that staff respond to the alarm. President Smith recommended updating the contact list to the following:

1. Josh Skidmore, Maintenance Supervisor
2. Scott Elkins, Maintenance Staff
3. John Phoenix, Maintenance Staff
4. Brian Rutherford, County Administrator

President Smith informed Mr. Rutherford to discuss the changes and the importance of response with the Maintenance Supervisor. No action taken.

**RECESS**


At 3:00 p.m. the President entertained a motion to recess today's meeting and reconvene on September 11, 2023, at 11:00 a.m. to attend a meeting with DJFS at the building on Jackson Pike. Mr. Stapleton moved and Ms. Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

**SEPTEMBER 11, 2023**

The Gallia County Board of Commissioners reconvened on this date for the purpose of attending the DJFS meeting at the building on Jackson Pike. At 11:00 a.m. the meeting was called to order by President David K. Smith. Roll Call: Mr. Smith, present; Mr. Stapleton, present; Ms. Henry, present.


**ADJOURN**

At 12:30 p.m. the President entertained a motion for adjournment. Mr. Stapleton moved and Ms. Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

  
\_\_\_\_\_  
David K. Smith, President

  
\_\_\_\_\_  
Amanda Phillips, Clerk to the Board

  
\_\_\_\_\_  
Q. Jay Stapleton, Vice President

  
\_\_\_\_\_  
Leslie Henry, Commissioner