

**JANUARY 23, 2025**

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 Vice President Q. Jay Stapleton. Roll Call: President Leslie Henry, absent; Vice President Q. Jay Stapleton, present; Commissioner Jeremy Kroll, present.

The Vice President entertained a motion for approval of the January 23, 2025 minutes. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, absent; Mr. Stapleton, yea; Mr. Kroll, yea.

2025 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
1/19	9	1	0	0	10	0	0	0	0	18	0	0	0	7

**SHERIFF – ONEOHIO RECOVERY FOUNDATION**

The Gallia County Sheriff's Office presented the Commission with the OneOhio Recovery Foundation. Leslie Henry entertained a motion to approve and accept the agreement, and to request the County Auditor's Office to create a new fund for this grant titled "Re-Entry Specialist", give that department number 430, and to appropriate 67,324.53 into line items as follows: Jeremy Kroll moved and Leslie Henry seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea.

Expense line items needed are:

Appropriate	\$40,040.00	into	430.0430.510200	title	Salaries
	\$7,247.24		430.0430.536400		PERS
	\$532.49		430.0430.536500		W/C
	\$580.58		430.0430.536600		Medicare
	\$12,513.12		430.0430.536800		Hospitalization
	\$1,382.70		430.0430.530400		Equipment
	\$5,028.40		430.0430.531100		Other Expenses

So, create one revenue line for grant fund pay-in as follows:

Create	430.3000.400100	\$67,324.53	title	Re-Entry Specialist
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**SHERIFF – AGREEMENT – VILLAGE OF CROWN CITY**

Heather Casto, Sheriff's Department, submitted the following agreement for approval:

Jeremy Kroll moved to approve the agreement as submitted. Leslie Henry seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea.

This Agreement made and concluded this 23rd day of January 2025, by and between the Village of Crown City, Ohio, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners.

**WHEREAS**, there exists a need for police protection for residents of the Village of Crown City, Gallia County, Ohio and

**WHEREAS**, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

**NOW THEREFORE**, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
2. The Gallia County Sheriff's Office is to supply one qualified deputy chosen by mutual agreement between Council and the Sheriff's Office.
3. The Village of Crown City, in consideration for this police protection, agrees to pay directly to the Sheriff of Gallia County, Ohio, the amount of \$5.00 per contract hour to be used for expense and maintenance of Gallia County sheriff's office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be

JANUARY 23, 2025

made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".

4. The Village in consideration for this police protection agrees to pay direct to the designated deputy the sum of Twenty Dollars (\$25.00) per hour from January 1, 2025 through December 31, 2025, plus employer's portion of Unemployment, Medicare, Workers Compensation and OPERS.
5. The scheduling for the deputy is to be prepared by the Gallia County Sheriff's office with recommendations from the Mayor of Crown City Village and will consist of 25 hours per month.
6. The Sheriff requires that Deputy assigned to this detail submit activity logs, preferably by electronic system, to the Village Council for review.
7. The Village of Crown City will make available to the Gallia County Sheriff's Office the use of any Village owned equipment pertaining to law enforcement for the Village.
8. The Gallia County Sheriff's Office will be entitled to use said equipment as long as there is a current agreement with the Village of Crown City for police protection.
9. It is expressly understood by the parties that upon the termination of this Agreement, the equipment, and if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Crown City.
10. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Crown City understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
11. This Agreement can be canceled by either party with thirty (30) days written notice.
12. This Agreement shall be effective from January 1, 2025 through December 31, 2025.
13. The cost of jail confinement for prisoners of the Village will be waived.
14. If a deputy is requested to respond to a 911 call out and there is no deputy on duty at the Village, the 911 Center will then dispatch an available Sheriff's Deputy to the call.
15. Any time off leave will be the responsibility of the Village of Crown City.
16. All uniform and cruiser markings will conform to the BSSA and Gallia County Sheriff's Office standards and the purchase of these items will be the responsibility of the Sheriff's Office.
17. All deputies on duty for Village assignment will follow the Gallia County Sheriff's Office Policy and Procedure Manual in effect.
18. The parties agree that the Gallia County Sheriff's Office will be the exclusive provider of law enforcement services during the time of this contract.

**\*The full agreement can be found in the Commissioners office.**

#### GALLIA COUNTY SHERIFF'S OFFICE MEMORANDUM OF AGREEMENT FOR JAIL SERVICES – ROSS COUNTY

Heather Casto, Sheriff's Department submitted the following Agreement for approval. Jeremy Kroll moved to approve the agreement as submitted. Leslie Henry seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea.

Upon the recommendations of the Sheriffs of Gallia County, Ohio and Ross County, Ohio, this Agreement is entered into this 23rd day of, 2025 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 Ross County Commissioners (hereafter, the Board of Ross County Commissioners and Sheriff are jointly referred to as

"Ross County"), for Gallia County's acceptance and incarceration of Ross 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 Ross 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 Ross County under this Agreement. This includes prisoners taken to court hearings, medical appointments or treatments, etc.

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

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

JANUARY 23, 2025

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 Ross County prisoners in the same manner and condition as its own prisoners.
  4. Ross 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 Ross 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 Ross County monthly for its use of beds. Ross 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 Ross County on or before the 15th of each month.
  7. Ross County shall be responsible for transporting Ross County's prisoners to all non-emergency medical and/or dental appointments. In the event a Ross County prisoner is hospitalized, Ross County shall be responsible for the security of such Ross County prisoner during their hospital stay.
  8. Ross County agrees they are responsible for the cost and expense of all medical, dental, vision, and prescriptions required by a Ross County prisoner.
  9. Ross County authorizes Gallia County to determine whether and when a Ross County prisoner requires emergency medical and/or dental care. Gallia County will immediately notify the shift commander or other officer in charge designated by Ross County when Gallia County has authorized the removal of a Ross County prisoner for emergency medical and/or dental care.
  10. Ross County agrees that upon notice that a Ross County prisoner has been removed for emergency medical, and/or dental care, Ross County shall immediately assume responsibility for guarding such Ross 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. Ross 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 Ross County has relieved Gallia County from the medical escort for all Ross 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 Ross County before obtaining any non-emergency medical, and/or dental device or appliance for a Ross County prisoner. Examples of such devices and appliances include but are not limited to eyeglasses, trusses and braces. Ross 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. Ross County may elect to allow Ross County prisoners to use the inmate medical and/or dental services contracted by Gallia County for non-emergency care. Ross County shall notify Gallia County of such elections in writing. If Ross County so elects, Ross County agrees to pay the pertinent Medicaid rates established under HB 66 for all medical services provided and billed to Ross County prisoners.
  15. Gallia County will provide invoices, as received by providers, to Ross County.
- Ross 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. Ross 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 Ross County prisoner regardless of contracted bed availability.
- Ross County agrees to promptly (without delay) respond to Gallia County's request for the removal of any Ross County prisoner(s).
18. Gallia County shall not be responsible for returning a Ross County prisoner to Ross County upon the completion of said prisoner's sentence. Ross County shall pick up all prisoners who have completed their sentence and release them from their facilities.

JANUARY 23, 2025

19. Gallia County may maintain and support a Ross 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. Ross 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 Ross County prisoners, intentionally or negligently.

21. Ross 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 Ross County's prisoners.

22. Ross 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 Ross 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 Ross 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 Ross Counties shall maintain liability insurance coverage in a minimum amount of \$1,000,000.

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

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

29. Gallia County and Ross 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 January, 2025 and continue until December 31, 2025.

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. Ross County agrees to remove and transport Ross 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.

**\*The full agreement can be found in the Commissioners office.**

#### **GALLIA COUNTY EMPLOYEES – COBRA ADMINISTRATION**

County Administrator Brian Rutherford presented the Gallia County Employees Cobra Administration Marketing results. Flores submitted an estimated annual Administration cost of \$1,538.00 with a rate guarantee of three years. TASC submitted an estimated annual administration cost of \$2,287.00 with a rate guarantee of three years. President Henry entertained a motion to contract Cobra through Flores. Jeremy Kroll moved and Leslie Henry seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea.

JANUARY 23, 2025

**EXECUTIVE SESSION – COMMISSIONERS**

At 9:33 a.m. the president entertained a motion to enter into executive session with County Administrator Brian Rutherford to discuss the compensation of a public employee. Jeremy Kroll moved and Leslie Henry seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea. Returned to regular session at 9:42 a.m.; no action taken.

\*9:35 am – Commissioner Stapleton joined the meeting.

**2024 OHPO EXEMPT PROJECTS REPORT  
FOR CDBG FUNDED PROJECTS**

Grants Administrator Karen Sprague presented the Commission with the 2024 OHPO Exempt Projects Report for the CDBG Funded Projects with environmental reviews completed during 2024 as follows:

- 2024 CDBG Critical Infrastructure Grant – Professional Fees for Project Engineer for Burkhart Lane Slip & Culvert Repair Project, Exempt per OHPO Programmatic Agreement Clause II. B. 1. b.
- Gallia County is in partnership with Vinton County for CDBG CHIP housing program and Vinton County has already submitted their report to OHPO for 2024 that included housing projects located in Gallia County.

Ms. Henry entertained a motion that the annual report be approved as presented. Jeremy Kroll moved and Q. Jay Stapleton seconded that motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea. The report is on file in the County's CDBG grant files.

**AMENDMENT #1 ENGINEERING AGREEMENT FOR SERVICES  
CROWN CITY SEWER IMPROVEMENTS PROJECT**

President Henry entertained a motion to amend the DLZ engineering agreement for the Crown City Sewer Improvements Project as follows:

- Original engineering agreement = \$43,500
- Amendment #1 = (\$670.54)
- Revised engineering agreement = \$42,829.46

Jeremy Kroll made and Q. Jay Stapleton seconded a motion to approve Amendment #1 to the Engineering Agreement. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**CHANGE ORDER #3 FINAL – CROWN CITY SEWER SYSTEM IMPROVEMENTS PROJECT**

Grants Administrator Karen Sprague presented the Commission with Change Order No. 3 Final paperwork for the Crown City Sewer System Improvements Project with P&E Pumps & Services, LLC. The change order is being requested as follows:

- Final actual items and quantities installed
- Total change order increase = \$44,097.92

Contract amount adjustments as follows:

- Original contract price = \$149,758.22
- Change order #1 = \$124,814.12
- Change order #2 = \$3,000.28
- Change order #3 = \$44,097.92
- New contract total = \$321,670.54
- Change in contract time: additional 65 days extends Final completion to 1/31/2025

Ms. Sprague advised DLZ Engineer Gary Silcott & Steve Price from P&E Pumps & Services, LLC are both in agreement and have signed this change order. Ms. Sprague noted the following:

- The B-X-23-1AY-1 Grant sewer activity budget of \$319,000 will cover \$41,427.38 of this increase.
- The B-X-23-1AY-1 Grant professional fees activity budget is \$45,500 and DLZ's engineering agreement is \$43,500 leaving \$2,000 available and DLZ has agreed to a reduction of their engineering agreement in the amount of 670.54 to cover the balance of this change order.
- Finally, ODOD has approved the County using \$2,670.54 from the professional fees grant activity budget to cover this change order.

Ms. Henry entertained a motion to approve the change order #3 form as requested. Jeremy Kroll made and Q. Jay Stapleton seconded that motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea. Form was signed by Leslie Henry, as President of the Commission.

JANUARY 23, 2025

**AMEND 1/16/2025 JOURNAL ENTRY FOR  
CONTRACT SIGNING  
OUTREACH CENTER ROOF REPLACEMENT PROJECT**

President Henry entertained a motion to amend the 1/16/2025 journal entry for contract signing for the Outreach Center Roof Replacement Project to include granting authority to Gallia County Commission Vice-President Jay Stapleton to sign the contract documents for the Outreach Center Project on behalf of the Gallia County Board of Commissioners. Jeremy Kroll made and Q. Jay Stapleton seconded this motion. Roll call votes: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**EXECUTIVE SESSION – DJFS**

At 10:08 a.m. the president entertained a motion to enter into executive session with DJFS Director Dana Glassburn to discuss the employment, compensation of a public employee and complaint against a public employee, matters required to be kept confidential by federal laws or rules or state statutes. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea. Returned to regular session at 10:26 a.m.; no action taken.

**EMPLOYEE – DJFS – RESIGNATION**

DJFS Director Dana Glassburn requests the Commissioners acceptance of the resignation of Haley Gerard effective February 14, 2025. The President entertained a motion to accept the resignation as recommended by Director Glassburn. Jeremy Kroll moved and Q. Jay Stapleton seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**DJFS – NEW HIRE**

Dana Glassburn, GCDJFS Director, recommended the following new hire with an effective hire date of February 10, 2025, at a rate of \$37.60 per hour. Employee will be transitioning from another county JFS system with extensive experience and shall be permitted to use vacation time as accrued. Employee will serve a one year probation period.

Donald Myers, Program Administrator, Classification Number 80132, Position Control # 12001.0

President Henry entertained a motion to hire Mr. Myers as recommended by Mr. Glassburn. Q. Jay Stapleton moved and Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**CONSENT TO DEMOLITION**

Special Projects Manager Tom White presented the Commission with a consent to demolition, and release from liability for the property on Roush Hollow Road, parcel number 011900111400. Q. Jay Stapleton moved to allow Mr. White to sign the consent on behalf of the County. Jeremy Kroll seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**RECESS – FY 2023 EXIT AUDIT MEETING & FY 2024 ENTRANCE AUDIT MEETING**

\* 10:30 a.m. Q. Jay Stapleton made and Jeremy Kroll seconded the motion to recess from regular session to participate in an Exit audit conference for Gallia County year 2023 and following that meeting, the Entrance Audit Conference for Gallia County year 2024. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

In accordance with Ohio Revised Code §121.22(D)(2), this meeting is limited to the individuals invited by the Auditor of State and is not considered an open meeting."

\* 11:35 a.m. Q. Jay Stapleton made and Jeremy Kroll seconded the motion to reconvene the meeting. Roll call: Ms. Henry, yea; Mr. Stapleton, yea; Mr. Kroll, yea.

**OSU EXTENSION OFFICE – MONTHLY UPDATE**

Erin Daily, Extension Educator 4-H Youth Development and Micha Holcomb and Michelle Stumbo presented the Commission with an agency update for January of various activities and presented a copy of their newsletter and upcoming events. No action taken.

**INVESTMENT ADVISORY COMMITTEE**

Gallia County Treasurer, Steve McGhee, Chair of the Investment Committee, presented the 4<sup>th</sup> quarter 2024 investment report for review. The Investment reports are submitted monthly; with meetings held quarterly. Members present were the Commissioners Leslie Henry, Q. Jay Stapleton, Jeremy Kroll, Clerk of Courts Anita Moore and Steve McGhee, County Treasurer. The Investment Report is on file in the Treasurer's office and in the Commissioner's office for review.

Vice President, Q. Jay Stapleton excused his self due to a medical emergency.

JANUARY 23, 2025

**CHANGE ORDER #1 OWDA FORM – GREEN SEWER 2 PROJECT – FIELDS EXCAVATING CONTRACT**

GMCAA Grants Administrator Karen Sprague presented the Commission with an OWDA form for Change Order No. 1 for the Green Sewer 2 Project with Fields Excavating, Inc. Ms. Sprague noted that although Change Order 1 was approved by the Commission on 5/23/2024 it was on the EJCDC form and not also on the OWDA form. The OWDA form is also required for the OWDA Loan.

Contract amount adjustments were as follows:

- Original contract price = \$6,998,565.10
- Change order #1 = \$225,511.55
- New contract total = \$7,224,076.65
- No change in contract time: substantial completion 10/21/2025 & final payment 11/20/2025

DLZ Project Engineer Gary Silcott has approved this change order. Ms. Henry entertained a motion to approve the OWDA change order 1 form as requested. Jeremy Kroll seconded that motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea. Form was signed by Ms. Henry, as President of the Commission.

**CHANGE ORDER #2 – GREEN SEWER 2 PROJECT – FIELDS EXCAVATING CONTRACT**

GMCAA Grants Administrator Karen Sprague presented the Commission with Change Order No. 2 paperwork for the Green Sewer 2 Project with Fields Excavating, Inc. The change order is being requested as follows:

- Item 1 8" SDR 35 Sanitary Sewer Pipe = \$7,955
- Item 2 2" Force Main = \$148,875
- Item 3 6" Force Main = \$151,095
- Item 6 8" HDPE DR-9 = (\$245,100)
- Item 7 8"x6" WYE = (\$500)
- Item 8 6" SDR 35 Sanitary Sewer Service = \$357,875
- Item 9 Standard Precast Manhole = (\$5,000)
- Item 10 Drop Manhole = \$15,000
- Item 20 6" Bituminous Aggregate Base Roads = (\$7,536)
- Item 21 6" Bituminous Aggregate Base Driveways = (\$9,420)
- Item 22 6" Crushed Limestone = \$37,344
- Item 23 3" Crushed Limestone = (\$3.00)
- Item 24 2" Asphalt Roads = \$11,448
- Item 25 2" Asphalt Driveways = \$32,358
- Item 27 Sidewalk Replacement = (\$2,844)
- Item 28 6" & Smaller Storm Sewer Replacement = \$46,800
- Item 29 8"-15" Storm Sewer Replacement = \$147,060
- Item 30 18"-36" Storm Sewer Replacement = \$74,000
- Item 33 Concrete Barrier, 32" = (\$21,000)
- Item 34 Air Release Valve = \$33,000
- Item 35 Seeding & Mulching = \$70,876.84
- Item 37 Compacted Granular Backfill = \$174,291.65
- Item 38 6" ODOT #2 Stone = \$1,169.25
- Item 39 8" SDR-35 Sanitary Sewer Pipe – Reinstalled = (\$233,840)
- Item 40 8"x6" WYE – Reinstalled = (\$1,500)
- Item 41 6" SDR 35 Sanitary Sewer Service – Reinstalled = (\$97,300)
- Item 42 Standard Precast Manhole – Reinstalled = (\$40,000)
- Item 48 16" Casing Pipe – Reinstalled = (\$141,100)
- Item CO1D 4" force main = \$14,444
- Item CO2A Concrete Escalation Price = \$82,974.78
- Item CO2B Concrete Pad @ Centenary GP1 = \$4,777.82
- Item CO2C Force Main Investigation = \$21,564.77

Contract amount adjustments as follows:

- Original contract price = \$6,998,565.10
- Change order #1 = \$225,511.55
- Change order #2 = \$627,766.11
- New contract total = \$7,851,842.76
- No change in contract time: substantial completion 10/21/2025 & final payment 11/20/2025

DLZ Project Engineer Gary Silcott is in agreement with this change order. Ms. Henry entertained a motion to approve the OWDA & EJCDC change order forms as requested. Jeremy Kroll made and Leslie Henry seconded that motion. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea. Form was signed by Ms. Henry, as President of the Commission.

JANUARY 23, 2025

**GREEN SEWER PHASE 2 PAYMENT RESOLUTION # 36**

GMCAA Grants Administrator Karen Sprague presented the Commission with Payment Resolution # 36 for the Green Sewer Phase 2 Project for the following items:

- Construction - \$489,066.76
- Legal Fees = \$0.00
- Engineering: \$22,322.11
- Administration: \$1,275.71
- Bond/Loan payments: \$9,093.38
- Other: \$0.00
- Total = \$521,757.96

Invoices to be paid as follows:

- Field Excavating Pay Application #15 = \$489,066.76 broken down as follows:
  - o \$462,000.00 paid by Gallia County from OWDA Loan Fund #385
  - o \$27,066.76 paid by Gallia County from Settlement Fund #410
- DLZ invoice 224766 = \$22,322.11 paid by Gallia County from Settlement Fund #410
- GMCAA January 2025 Administration Billing = \$1,275.71 paid by Gallia County from Settlement Fund #410
- OWDA Loan #9406 = \$9,093.38 paid by Gallia County from Settlement Fund #410

Jeremy Kroll moved and Leslie Henry seconded a motion to approve payment resolution # 36 as submitted. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea.

**GREEN SEWER PHASE 2 SETTLEMENT FUND DISBURSEMENT #15**

GMCAA Grants Administrator Karen Sprague presented the Commission with Settlement Fund Disbursement #15 for the Green Sewer Phase 2 Project for the following items:

- Field Excavating Pay Application #15 = \$27,066.76 of the pay application paid by Gallia County from Settlement Fund #410
- DLZ Invoice 224766 = \$22,322.11 paid by Gallia County from Settlement Fund #410
- GMCAA January 2025 Administration Billing = \$1,275.71 paid by Gallia County from Settlement Fund #410
- OWDA Loan #9406 = \$9,093.38 paid by Gallia County from Settlement Fund #410
- Total Settlement Fund Disbursement Request = \$59,757.96

Jeremy Kroll moved and Leslie Henry and seconded a motion to approve the Green Sewer 2 Settlement Fund Disbursement #15 as submitted. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea.

**GREEN SEWER PHASE 2 OWDA LOAN FUND DISBURSEMENT #1**

GMCAA Grants Administrator Karen Sprague presented the Commission with OWDA Loan Fund Disbursement #1 for the Green Sewer Phase 2 Project for the following items:

- Field Excavating Pay Application #15 = \$462,000 of the pay application paid by Gallia County from OWDA Loan Fund #385
- Total OWDA Loan Fund Disbursement Request = \$462,000

Jeremy Kroll moved and Leslie Henry and seconded a motion to approve the Green Sewer 2 OWDA Loan Fund Disbursement #1 as submitted. Upon roll call votes were as follows: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea.

JANUARY 23, 2025

GREEN SEWER 2 CONSTRUCTION MEETING

At 2:30 p.m. the Commissioners, County Administrator Brian Rutherford, Grant Administrator Karen Sprague, and Assistant Clerk to the Board Janie Peck attended the Green Sewer 2 Construction monthly meeting in the Commissioners' office. Others in attendance were: DLZ Reps. Gary Silcott, Rob Snedden & Eli Walker and Tracy Shoults, Josh Fields and Bo Cox from Fields Excavating.

USDA MEETING

At 3:15 p.m. the Commissioners, County Administrator Brian Rutherford, Grant Administrator Karen Sprague, Tracy Shoults, and Gary Silcott attended a conference call with the USDA regarding funds to complete the sewer project. No action taken

ADJOURN

At 4:15 p.m. the President entertained a motion for adjournment. Jeremy Kroll moved and Leslie Henry seconded the motion. Roll call: Ms. Henry, yea; Mr. Stapleton, absent; Mr. Kroll, yea.

Absent  
Leslie Henry, President

Janie Peck  
Janie Peck, Assistant Clerk to the Board

[Signature]  
Q. Jay Stapleton, Vice President

Jeremy Kroll  
Jeremy A. Kroll, Commissioner