

SEPTEMBER 23, 2021

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Harold G. Montgomery. Roll Call: President Harold G. Montgomery, present; Vice President M. Eugene Greene, present; Commissioner Q. Jay Stapleton, present.

The President entertained a motion for approval of the September 16, 2021 minutes. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	Harold Montgomery, Melissa Clark & Karen Sprague	9/24	Adams County, Ohio	OCRDC Full Comm. Mtg

The President entertained a motion to approve travel requests as submitted. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2021 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
9/19	4	0	0	0	0	0	0	0	0	27	0	0	0	2

FINANCIAL REPORT

County Administrator Melissa Clark provided the Commission with the following financial report:

- September Sales Tax Report

COUNTY ADMINISTRATOR UPDATE

- Follow up discussion on Defense of Indigent
- Airport Runway Painting scheduled for next week

DJFS – BIENNIAL RENEWAL PRC PLAN

DJFS Director Dana Glassburn provided the Gallia County Family Services an opportunity to review and comment on the Biennial Renewal PRC Plan which is effective October 1, 2021 through September 30, 2023 (unless otherwise terminated or extended). The committee unanimously approved the Biennial Renewal PRC Plan on September 23, 2021. Motion to approve the 2021-2023 Prevention Retention and Contingency (PRC) Plan, as recommended by the Family Services Planning Committee, was made by Board member Q. Jay Stapleton, and seconded by Board member M. Eugene Greene and the vote taken thereon resulted in: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EXECUTIVE SESSION - PERSONNEL

At 10:23 a.m. the president entertained a motion to enter into executive session with JFS Director Dana Glassburn to consider the employment of a public employees. 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 10:35 a.m.; no action taken.

HEALTH INSURANCE

John and Scott Saunders, Saunders Insurance and Justin Grant, CEBCO presented their comparison with Gallia County vs. Southeast Ohio and Statewide (2021 SERB Public Entity Report). Mr. Grant noted when comparing premium costs with other counties, multiple factors must be considered (deductibles, out of pocket cost, co-insurance, office fees, HSA plans, claims experience and number of employees). Mr. Grant also present the employee share premium impact by adding tiers from 2 tiers to 4 tier premium options, noting while the 4 tier plan will decrease premiums in 3 of the options it would result in a much higher increase in the Family (employee + spouse or dependent) tier premiums. Also, in attendance: Grant Administrator Karen Sprague, County Administrator Melissa Clark, Assistant Engineer Kyle Mooney, and Kevin Plants, Juvenile Court. Assistant County Engineer, Kyle Mooney noting the County Engineer administration office employee share is 5% and expressed his interest in lowering the total cost on department expense for health insurance. Commissioner Montgomery noted the employee premium share for most county employees on a family plan is 15%. Commissioner Stapleton still wanted a second opinion from an outside source. No action taken.

DEVELOPMENTAL DISABILITIES/GMCAA - LEASE AGREEMENT

Gallia County Board of Developmental Disabilities Superintendent, Melinda Kingery presented the following lease for the Commissioner's approval. The president entertained a motion to approve and sign as recommended by Superintendent Kingery. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

LEASE AGREEMENT

THIS AGREEMENT made and concluded at Gallipolis, Ohio, this 1st day of September, 2021, by and between the Board of County Commissioners of Gallia County, Ohio, hereinafter called Commissioners and Gallia County Board of Developmental Disabilities or Lessor and Gallia Meigs Community Action Agency, hereinafter called Corporation or Lessee.

WITNESSETH:

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

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WHEREAS, said Corporation desires to lease from Gallia County Board of Developmental Disabilities for office space the property at 8317 State Route 7 North, Cheshire, Ohio, which purposes are not deemed to be inconsistent with the need of such land for public use by the County; and

WHEREAS, Gallia County Board of Developmental Disabilities desire to lease to said Corporation the property located at 8317 State Route 7, North, Cheshire, Ohio, for the purpose aforesaid; and

WHEREAS, the parties agree that the Corporation, at no time in the future, will assign or transfer its rights under this agreement; and

WHEREAS, the parties agree that in the event said Corporation does not use the facilities for the purposes expressed herein and fails to abide by the conditions set forth herein, Gallia County Board of Developmental Disabilities will take back possession of said facilities.

NOW, THEREFORE, BE it agreed by and between the parties hereto upon the considerations aforesaid and hereafter as follows:

1. Said area designated by the parties located at the address herein before referred to is leased to said Corporation for the term of twenty (20) years commencing September 1, 2021 and ending on November 30, 2040.
2. That the consideration for said Lease shall be the sum of (\$4066) Four thousand sixty-six dollars per month until November 30, 2040 (at which time final renovations loan will be repaid) payable monthly during said term and the benefits conferred upon the populace of this County by having an existing Corporation to provide for the recognized need.
3. An initial payment will be made in the amount of \$42,590 to cover start up fees incurred and the 9 months of loan renovation payments that have already been paid on the behalf of lessee.
4. The first payment under this lease will be due payable beginning the first of the month commencing September 1, 2021. Subsequent payments will be due and payable the first of each month hereafter until the loan for renovations has been repaid.
5. Lessee shall have the right and option to renew lease on a year by year basis at the expiration of the term hereof, at a negotiated rental and subject to all the terms, covenants and provisions of this lease. Said option shall be exercised by giving Lessor written notice of Lessee's intention to exercise said option no less than thirty (30) days prior to date of expiration of the term hereof, provided no defaults exist in the covenants, agreements, terms and conditions on the part of the Lessee to be kept and performed or in payment or rent hereunder.
6.
 - a. At all times during the term of this Lease, Lessee shall maintain commercial general liability ("CGL") insurance with a limit of not less than \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate. CGL insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, together with all costs of defense. The defense cost shall be outside of the policy limits. Lessee shall include Lessor and Commissioners as additional insureds. CGL insurance shall apply as primary over any other insurance afforded to Lessor and Agency. Lessee waives all rights against the Lessor and Commissioners for damages to the extent there is coverage afforded by Lessee's insurance maintained pursuant to this Lease. Lessee shall provide a certificate of insurance, which must be in a form that is reasonably satisfactory to Lessor and Commissioners as to the contents of the policies and the quality of the insurance carriers. All insurers must have at least an A- (Excellent) rating by A.M. Best & Co. Lessee shall name Lessor as an additional insured on the CGL policy.
 - b. Lessee shall obtain and maintain insurance coverage to protect against claims made regarding Sexual Abuse/ Molestation. This Sexual Abuse/ Molestation coverage shall be required at a minimum to have a \$1,000,000 limit. Lessee agrees to indemnify and save Lessor harmless from all loss, cost and expense by reason of injury to any person or personal property on or about the demised premises, which results from the careless or improper conduct related to abuse/ molestation on the part of Lessee's agents or employees.
7. Lessee shall, at its sole cost and expense, perform or provide the following services required to be performed or provided in regard to the entire Leased Premises:
 - a. Maintain in a good state of repair or working order the exterior of the Leased Premises and certain systems, including, exterior walls, roof, structural portions of the Building, windows, entrance doors, fire escapes, fire alarm and controls, sprinkler systems and controls, heating, venting and air conditioning systems, and infrastructure of electrical and plumbing systems.
 - b. Provide water to the Building; pay utility costs provided to the Leased Premises. Water costs and upkeep of septic/sewer system shall be shared with any lessee at the neighboring building at 8323 State Route 7, North, Cheshire, Ohio 45620. Lessor shall not be responsible for the septic/sewer system.
 - c. Provide and maintain heating and air conditioning throughout the Leased Premises sufficient to prevent damage to the building.
 - d. Provide exterior lighting components.
 - e. Provide preventive maintenance for the Building's mechanical systems.
 - f. Provide grounds maintenance for the premises which will be shared with the Lessee of the neighboring building 8323 State Route 7, North, Cheshire, Ohio.
 - g. Provide for the extermination of, and keep the Leased Premises free from, infestation of rodents, pests, and other vermin.
 - h. Lessee is responsible for maintenance/upkeep of parking lot and private streets with costs to be shared with Lessee of 8323 State Route 7, North, Cheshire, Ohio.
 - i. Cubicles are independent of the building and are owned by the tenant.
8. Lessor shall provide property and casualty insurance through CORSA. Lessee agrees to pay, insurance for the contents of the building and shall pay any deductible for claims made for any losses.
9. Lessor shall have the right to make such additions, alterations, and improvements in and to the building on the demised premises as is deemed necessary or desirable provided, however, that in constructing such additions, alterations, or improvements, Lessor does not unreasonably interfere with the operation of Lessee's activities.
10. Lessee agrees to make no structural changes or alterations in the premises or the improvements thereof without first obtaining Lessor's written consent, and any permissions given by the Lessor to make structural changes or alterations

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shall be on condition that the work shall be at the Lessee's expense, unless otherwise agreed in writing, and shall be in accordance with the Building Code of the State of Ohio, and shall be such as not to weaken any structure or building. All additions, fixtures, improvements and repairs made upon said premises by Lessee are thereafter the property of the Lessor.

11. In the event that Lessee erects any alterations or improvements to the premises as hereinabove provided, Lessee hereby agrees to and does indemnify Lessor against any mechanics liens that may be filed against the within demised premises for labor, and/or material furnished, and in the event any such lien is filed, Lessee will immediately pay the same and cause it to be satisfied and discharged of record.
12. Lessee shall not commit or suffer any waste or damage to any building or improvements on the demised premises.
13. Lessee agrees that Lessor or its representatives shall have the right at all reasonable times to enter upon and to inspect the demised premises to ascertain that Lessee is carrying out the terms, conditions and provisions hereof, and to make the necessary repairs, improvements and alterations as herein above provided.
14. Lessee shall, upon termination of the lease by lapse of time or otherwise, surrender up and deliver the premises together with all improvements made thereon by Lessee in as good order and repair as when first received or constructed by him, reasonable wear and use thereof and damage by fire and the elements excepted.
15. Lessee agrees to indemnify and save Lessor harmless from all loss, cost and expense by reason of injury to any person or personal property on or about the demised premises, which results from the careless or improper conduct on the part of Lessee's agents or employees. Lessee further agrees to carry public liability insurance in the amount sufficient to cover its use of said premises.
16. It is distinctly understood between the parties hereto that all agreements and understandings of any character heretofore had between them are embodied in this instrument, and no changes shall be made herein unless the same shall be in writing and duly signed by the parties hereto in the same manner and form as this lease has been executed.
17. Lessee shall maintain insurance coverage as to its own contents and personal property and any personal property in the demised premises shall be kept at the risk of the Lessee only, and Lessor shall not be liable for any damage to said personal property, or said premises, or to Lessee arising from the bursting or leaking of water or steam pipes, or from the accident or neglect of any other person whatsoever other than willful or negligent acts of the Lessor, its officers, agents, servants or employees.
18. Should Lessor choose to sell the leased property, Lessee shall be offered the right to purchase the property first.

Executed this 21st day of September, 2021.

s/ Lora Rawson, Executive Director

Gallia-Meigs Community Action Agency

Gallia County Board of County Commissioners:

s/ Harold G. Montgomery, President

s/ M. Eugene Greene, Vice President

s/ B. Jay Stapleton, Commissioner

s/ Melinda Kingery, Superintendent

Gallia County Board of Developmental Disabilities

Gallia County Board of DD:

s/ Donald Pearce, Chairman

s/ Phillip Skidmore, Vice-Chairman

s/ Barbara Burnett, Secretary

Approved as to form:

s/ Randy Daprice, Assistant Prosecuting Attorney

COVID-19 – HOLZER

Dr. Michael Canady CEO of Holzer met with the Gallia County Commissioners, other elected county officials and county employee in the 2nd floor meeting room to give an update on public hospital data concerning the percentage of Inpatients who are COVID positive in our region. Total number of patients being treated in Holzer hospital for COVID-19 as of 9/21/21 were 62 unvaccinated and 12 vaccinated. Noting seven (7) people have died over the weekend from Saturday to Sunday from COVID. Dr. Canady also noting COVID cases are continuing to increase and the importance of getting people fully vaccinated. Dr. Canady feels if there was limited excess at public setting to only vaccinated people would help.

*** At 1:30 p.m. the Commissioners and County Administrator Melissa Clark attended the Green Sewer 2 Construction monthly meeting in the 2nd floor meeting room.**

LAND BANK BOARD

The Commissioners and Gallia County Treasurer Steve McGhee formed the Gallia County Land Bank Board as follows:

Harold G. Montgomery, Gallia County Commissioners President

M. Eugene Greene, Gallia County Commissioners Vice President

Steve McGhee, Gallia County Treasurer

John Cardwell, (At large) Gallia County Township & Clerk Association President

Brett Bostic, (Municipal) Gallipolis City Code Office

President Montgomery requested County Administrator Melissa Clark to create a resolution for the Gallia County Land Bank Board.

GREEN SEWER PHASE 2 PAYMENT RESOLUTION # 2

Tracy Shoultz from DLZ presented the Commission with Payment Resolution # 2 for the Green Sewer Phase 2 Project for the following items:

- Engineering Fees - \$21,512.43
- Construction - \$233,381.55
- Total = \$254,893.98

Invoices to be paid as follows:

- DLZ invoice 60425 = \$21,512.43 to be paid directly to DLZ from OPWC disbursement request #2 – memo entry Fund #370

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- J&H Reinforcing & Structural Erectors Inc. Pay Application # 2 = \$233,381.55
 - \$233,381.55 to be paid to J&H Reinforcing & Structural Erectors Inc. by Gallia County from USDA draw #2

Q. Jay Stapleton moved and M. Eugene Greene seconded a motion to approve payment resolution # 2 as submitted and sign the contractors pay application #2. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

OPWC - GREEN SEWER PHASE 2 DISBURSEMENT REQUEST # 2

Tracy Shoults from DLZ presented the Commission with OPWC Disbursement Request #2 for the Green Sewer Phase 2 Project for the following items:

- DLZ invoice 60425 - \$21,512.43 (will be paid directly to DLZ from OPWC)
- Total OPWC Disb Request #2 = \$21,512.43

M. Eugene Greene moved and Q. Jay Stapleton seconded a motion to approve the OPWC Disbursement Request # 2 as submitted. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

MEMO ENTRY – REVENUE/EXPENSE OPWC LOAN GREEN SEWER PHASE 2

Tracy Shoults from DLZ advised the Commission that OPWC will make direct payments to vendors for the Green Sewer Phase 2 Project OPWC loan funding. In order to reflect the receipt and expenditure of these loan funds within the county fund established as OPWC Loan - Green Sewer 2 the County Auditor must make the following memo entries:

- Memo payin in the amount of \$21,512.43 into 370.3000.400100 from OPWC Loan # CO17W
- Memo expense in the amount of \$21,512.43 from 370.0370.531100 to DLZ vendor # 8587 for invoice # 60138
- Credit Back \$21,512.43 from PO # 210095 in line item 370.00370.531100

RESOLUTION - 2022 HEALTH INSURANCE RENEWAL

County Administrator, Melissa Clark, met with the Commission to present for signature the 2022 Rate Renewal Acceptance and Summary of Benefits (January 1, 2022 thru December 31, 2022). Ms. Clark noted the renewal be at the same rates (0% increase) and will retain the current health benefits as follows:

- Deductible will remain the same:
 - Single- \$1,200 (Network)
 - Family- \$2,400 (Network)
- Coinsurance out of pocket percentage will remain the same at 25%
- Coinsurance out of pocket limits will remain the same
 - Single- \$3,500 Medical; \$2,500 Rx
 - Family- \$7,000 Medical; \$5,000 Rx
- Office Visit copay will remain the same at \$25
- Specialist visit copay will remain the same at \$50
- Virtual Office visit
 - \$0 for LiveHealth Online
- Urgent Care will remain the same at \$50
- Emergency Room copay will remain the same at \$250
- Lab-Bloodwork & X-rays (Diagnostic Tests) will remain the same
 - If performed by LabCorp/Quest No Charge; No Charge if billed by Physician with Office Visit (Not Hospital)
 - If performed elsewhere will have deductible- 25% coinsurance
- Imaging: CT/PET scans, MRIs will remain the same
 - Deductible- 25% coinsurance
- Hospital (Inpatient/ Outpatient Services) will remain the same
 - Deductible- 25% coinsurance
- Rehabilitation – Physical Therapy will remain the same
 - Office = \$25/\$50
 - Outpatient = Deductible– 25% coinsurance
 - 30 PT Visits/ 30 OT Visits / 20 ST Visits
- Skilled Nursing Care will remain the same
 - Deductible- 25% coinsurance
- Home Health Care/ Durable Medical Equipment will remain the same
 - Deductible- 25%
 - 90 Visits
- Ambulance/ Emergency Transportation will remain the same
 - Deductible- 25% coinsurance
- Prenatal & Postnatal Care
 - Deductible- 25% coinsurance
- Preventative Care will remain the same with No Cost Share
- Prescription Drug copay will remain the same:
 - Tier 1 (Mail Order) - \$15 (\$30- Mail Order 90 Day Supply)
 - Tier 2 (Mail Order) - \$70 (\$140- Mail Order 90 Day Supply)
 - Tier 3 (Mail Order) - \$90 (\$180- Mail Order 90 Day Supply)
 - Specialty - \$90 (ONLY Dispensed in 30-Day Supply via IngenioRx)
- Dental Benefits will remain the same
 - Deductible: \$0 Network - Single \$25/ Family \$75 Non-Network

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- \$1,500 Max Payment
- 20%/ 30% - Basic Services
- 50%/ 60% Child/Adult Ortho (\$1,000 Max)
- 0%/ 10%- Preventative Services
- VSP Vision Service Plan for vision coverage (2-year plan 6/1/21 thru 5/31/23)
 - VSP vision benefits and rates will remain the same:
 - i. Plan Frequency – eye exam every 12 months, new lenses (either glasses or contacts) every 12 months, new frames every 24 months
 - ii. Copay for exam \$10.00; Copay for Materials \$25
 - iii. Retail Frame Allowance \$130; Elective Contact Lenses Allowance \$130.00
- Life Insurance rates (2-year plan 2/1/21 thru 1/31/23)
 - UHC Life Insurance Benefit will remain same at \$25,000.

It was also noted the County will continue to fund the 105 Plan to cover the costs of the free nurse practitioner visits and wellness initiatives.

1. CEBCO Anthem Rates for Medical/Drug/Dental rates:
 - a. Single Medical/Drug/Dental- \$1055.34
 - b. Family Medical/Drug/Dental- \$2,786.52
2. Retain Vision Service Plan for Vision coverage (2-year plan 6/1/21 thru 5/31/23)
 - a. Single Vision \$10.10
 - b. Family Vision \$22.86
3. Contributions for the 105 Plan Cost Share to remain the same as follows:
 - a. Single Cost Share to remain the same at \$16 per month
 - b. Family Cost Share to remain the same at \$34 per month
4. Retain UHC Life Insurance rates (2-year plan 2/1/21 thru 1/31/23) at \$7.50 per month, with the benefit coverage remaining at \$25,000.
5. 105 Fund currently has a cash balance of \$200,949.46 as of 8/31/2021 and was deemed adequate to cover the nurse practitioner costs for 2022.

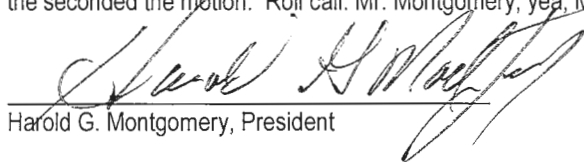
M. Eugene Greene made and Harold Montgomery seconded the motion to approve the recommendations as stated above and remain on current CEBCO Anthem plan for 2022. The President asked for any other discussion. Mr. Stapleton noted he recommends a second opinion from outside source. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, nay.

FY 2022 health insurance rates for the Gallia County Employees with the fund/employee costs as follows:

- Single Plan
 - Med/Drug \$1,033.80
 - 105 Plan Cost Share \$16.00
 - Dental \$21.54
 - Vision \$10.10 (Renewal due 5/31/23)
 - Life/AD&D \$7.50 (Renewal due 01/31/23)
 - Total \$1,088.94 (Change of \$0.00 per mo.)
 - Employee share (which is 12.5%) will increase \$0.00 per month
- Family Plan
 - Med/Drug \$2,725.10
 - 105 Plan Cost Share \$34.00
 - Dental \$61.4
 - Vision \$22.86 (Renewal due 5/31/23)
 - Life/AD&D \$7.50 (Renewal due 01/31/23)
 - Total \$2,850.88 (Change \$0.00 per mo.)
 - Employee share (which is 15%) will increase to \$0.00 per month


ADJOURN

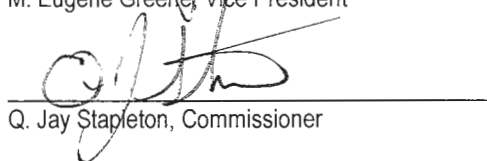
The President entertained a motion for adjournment at 4:00. Q. Jay Stapleton moved and M. Eugene Greene seconded the seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.


Harold G. Montgomery, President


Anette L. Brown, Clerk

Minutes prepared by Clerk & County Administrator


M. Eugene Greene, Vice President


Q. Jay Stapleton, Commissioner