

OCTOBER 10, 2024

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

The President entertained a motion for approval of the October 4, 2024 minutes. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
It	John Grubb	10/18/24	Columbus	Fall UX Information Session
911	Sherry Daines	10/16/24	Hocking County	Regional Meeting
EMA	Tim Miller	10/16/24	Huntington WV	Regional EMA Meeting
911	Tim Miller	10/17/24	Columbus	LEADS/Amber Alert OSP Training
	Zach Thompson			
	Dustin Collett			
	Cody Greer			
911	Ayden Roettker	11/1/24	Columbus	LEADS Training
	Zach Thompson			
	Keith Wilson			

The President entertained a motion to approve travel requests as submitted. David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

2024 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
10-03-23	0	0	0	0	0	0	0	0	0	0	0	0	0	8

STATE AUDITOR AMENDMENT

County Administrator Brian Rutherford presented the Commissioners with an Amendment to the Letter of Arrangement dated April 11, 2024 between the Auditor of State and the county. The amendment is to reflect the following:

- 1. An additional federal program was required to be tested. In addition, the SLFRF program required testing three separate Federal Award compliance and control Records due to receiving funding from three different sources

Total this amendment	\$ 2,460.00
Previous fee estimate	\$ 84,460
Revised fee estimate	\$ 86,920

David K. Smith moved to accept the Amendment as presented, Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

STATE AUDITOR AMENDMENT LETTER

President Stapleton entertained a motion to allow County Auditor to sign the Amendment to the Letter of Arrangement between the Auditor of State and the County, on behalf of the County. David K. Smith moved, Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

EXECUTIVE SESSION – COMMISSIONERS – PERSONNEL

9:15 a.m., the President entertained a motion to enter into executive session with the County Administrator concerning the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. David K. Smith made and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. Returned to regular session at 9:29 a.m. No action taken.

LIMBACH – HVAC UPDATES

Donavan Lent, from Limbach met with the Commissioners to provide an update on the Courthouse HVAC installment. No action taken.

CASSTO & HARRIS, INC. — RE-ORDER NO. 2024-03-23

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GOA-AD-23-64 ARC GRANT 3RD QUARTER 2024 STATUS REPORT

GMCAA Grants Administrator Karen Sprague presented the Commission with the 3rd Quarter Status Report for the period July 1, 2024 thru September 30, 2024 for the County's FY 2023 ARC Grant (GOA-AD-23-64) for the JFS Workforce Center Project which was submitted to the Ohio Department of Development on 10/9/2024 (by the due date of 10/9/2024). The following project/activity were noted during 2nd Quarter:

- ARC Grant – Jackson Pike Workforce Center Project – Grant award \$175,000; Drawn/Expended \$93,847.30
- Matching Funds:
 - CDBG Grant – Jackson Pike Workforce Center Project – Grant award \$234,500; Drawn/Expended \$126,053.20
 - CDBG Grant - Administration – Grant award \$10,000; Drawn/Expended \$8,538.15
 - County ARPA Funds award \$150,000; Expended \$91,052.70
 - Jobs Center Fund #400 - \$181,677.60; Expended \$97,498.90
- Change Order #1 – Neals Home Improvements contract Building A – Increase \$8,700 for replacement ceiling insulation in rear section of building
- Change Order #2 – Neals Home Improvements contract Building A – Increase \$23,877.60 for metal siding versus painting exterior wood siding, replace porch posts & electrical upgrades
- Change Order #1 – Neals Home Improvements contract Building B – time extension to 8/31/2024
- Change Order #2 – Neals Home Improvements contract Building B – time extension to 9/19/2024
- Building A contract completion date 10/31/2024
- Building B Interior contract 100% complete as of 9/19/2024
- Building B HVAC contract completion date 12/31/2024
- Building B Exterior contract 100% complete as of 8/15/2024
- Contract Amounts:
 - Building A - Neals Home Improvements = \$228,900 + \$8,700 + \$23,877.60 = \$261,477.60
 - Building B Interior - Neals Home Improvements = \$76,300
 - Building B HVAC - Limbach Company LLC = \$234,600
 - Building B Exterior – Ohio Valley Plastering, Inc. = \$105,000 + \$18,500 = \$123,500
 - RVC Architects - \$45,300
 - Administration - \$10,000
 - Total = \$751,177.60
- Project funding sources:
 - GOA-AD-23-64 ARC Grant = \$175,000
 - B-D-22-1AY-1 CDBG Grant = \$244,500
 - ARPA Grant = \$150,000
 - Job Center Fund #400 = \$181,677.60
 - Total = \$751,177.60

Mr. Stapleton entertained a motion that the 3rd Quarter 2024 Status Report be approved as submitted to ODO. Leslie Henry made and David K. Smith seconded that motion. Upon roll call votes were as follows: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. The form is on file in the County's CDBG grant files.

LEAVE DONATION APPLICATION

Commissioners received leave donation applications going to Gary Waldron (Sheriff's Dept.) from Sgt. Coit Darst (Sheriff's Dept.). Total hours 72.3 for the pay period dated 10/18/2024.

David K. Smith moved to approve the leave donation as requested and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

SHERIFF – HOUSING PRISONER MIDDLEPORT JAIL

Sheriff Administrator Heather Casto submitted a contract for boarding prisoners with the Middleport Jail for approval, signed by Sheriff Matthew D. Champlin. The President entertained a motion to approve and sign the contract as presented. David K. Smith made and Leslie Henry seconded the motion. Roll calls: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

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

Upon the recommendations of the Sheriffs of Gallia County, Ohio and Village of Middleport, Ohio, this Agreement is entered into this 10th day of , 2024 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 Village of Middleport (hereafter, the Village of Middleport and Mayor are jointly referred to as "Village of Middleport"), for Gallia County's acceptance and incarceration of Village of Middleport 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:

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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 Village of Middleport'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 Village of Middleport under this Agreement. This includes prisoners taken to court hearings, medical appointments or treatments, etc.

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

Gallia County shall receive Village of Middleport prisoners who are lawfully committed into custody upon being furnished with a copy of the process of commitment/booking/medical paperwork, and Village of Middleport 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 Village of Middleport prisoners in the same manner and condition as its own prisoners.

4. Village of Middleport 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 Village of Middleport 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 Village of Middleport monthly for its use of beds. Village of Middleport 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 Village of Middleport on or before the 15th of each month.

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

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

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

10. Village of Middleport agrees that upon notice that a Village of Middleport prisoner has been removed for emergency medical, and/or dental care, Village of Middleport shall immediately assume responsibility for guarding such Village of Middleport 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. Village of Middleport 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 Village of Middleport has relieved Gallia County from the medical escort for all Village of Middleport 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 Village of Middleport before obtaining any non-emergency medical, and/or dental device or appliance for a Village of Middleport prisoner. Examples of such devices and appliances include but are not limited to eyeglasses, trusses and braces. Village of Middleport agrees to pay for the cost of any approved device or appliance plus all care and services related to providing any approved item.

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

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15. Gallia County will provide invoices, as received by providers, to Village of Middleport.

Village of Middleport 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. Village of Middleport 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 Village of Middleport prisoner regardless of contracted bed availability.

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

18. Gallia County shall not be responsible for returning a Village of Middleport prisoner to

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

19. Gallia County may maintain and support a Village of Middleport 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. Village of Middleport 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 Village of Middleport prisoners, intentionally or negligently.

21. Village of Middleport 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 Village of Middleport's prisoners.

22. Village of Middleport 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 Village of Middleport 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 Village of Middleport 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 County and Village of Middleport shall maintain liability insurance coverage in a minimum amount of \$1,000,000.

27. Gallia County and Village of Middleport shall provide each other with written proof of coverage.

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

29. Gallia County and Village of Middleport 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 10th day of October, 2024 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. Village of Middleport agrees to remove and transport Village of Middleport prisoners from Gallia County within five (5) days of the termination date.

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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 10th day of October, 2024.

Gallia County Board of Commissioners

Village of Middleport Mayor

BY: *s/R. Jay Stapleton*
BY: *s/Leslie Henry*
BY: *s/David K. Smith*

BY: *s/Ben Nease*

Sheriff of Gallia County
s/Sheriff M. D. Champlin
Matt Champlin, Sheriff

Approved as to form:
Jason Holdren, Gallia County Prosecutor

RECORDER – 2025 BUDGET

County Recorder Roger Walker presented his proposed 2025 budget request to the commissioners. No action taken.

IT – 2025 BUDGET

IT Director John Grubb presented his proposed 2025 budget request to the commissioners. No action taken.

EXECUTIVE SESSION – COMMISSIONERS – LEGAL

10:46 a.m., the President entertained a motion to enter into executive session with Attorney Doug Shevelow, Bricker and Graydon concerning legal matters. David K. Smith made and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea. Returned to regular session at 11:17 a.m. No action taken.

EMA – GRANT RESOLUTION

911 Director Sherry Daines met with the Commission to request permission to accept the Hazard Litigation Grant. President Stapleton entertained a motion to allow Ms. Daines to sign and accept the grant on behalf of the County. David K. Smith made and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

GREEN SEWER 2 RESIDENT

Todd Townsend, a Green Sewer 2 resident met with the Commissioners to discuss his concerns about the requirements and guidelines regarding the Green Sewer 2 System and also the easement letter that was sent to him from the County. No action taken.

ECONOMIC DEVELOPMENT

Cole Massie, Economic Development met with the Commissioners to discuss and present the full CRA package. No action taken.

*1 pm The Commissioners attended the Solid Waste Meeting at the Gallia County Courthouse

*2:15 pm The Commissioners attended the Airport Terminal Construction Progress Meeting at the Airport.

CEBCO – HEALTH INSURANCE RENEWAL

President Stapleton entertained a motion to sign the 2025 Medical/RX Rate Renewal Acceptance with CEBCO for the following Amounts:

	MEDICAL	Rx PPO	Total Cost
EE Only:	\$1003.10	\$159.10	\$1162.46
Family:	\$2644.22	\$420.06	\$3064.28

Rates include an additional 1.5% of premiums for commissions.

David K. Smith moved and Leslie Henry seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, yea.

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

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CEBCO – DENTAL INSURANCE RENEWAL

President Stapleton entertained a motion to sign the 2025 Dental Rate Renewal Acceptance with CEBCO for the following Amounts:

	Dental
EE Only:	\$20.46
Family:	\$58.34

Rates include an additional 1.5% of premiums for commissions.

Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, abstain.

HEALTH INSURANCE BROKER

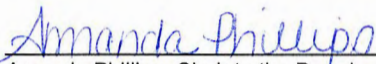
President Stapleton entertained a motion to send a letter to Saunders Insurance Agency, notifying them of termination of Broker participation. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.

ADJOURN

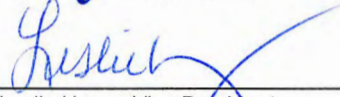
At 4:00 p.m. the President entertained a motion for adjournment. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Stapleton, yea; Ms. Henry, yea; Mr. Smith, absent.



Q. Jay Stapleton, President



Amanda Phillips, Clerk to the Board



Leslie Henry, Vice President



David K. Smith, Commissioner