

DECEMBER 1, 2016

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 David K. Smith, present; Commissioner Brent Saunders, present.

The President entertained a motion for approval of the November 22, 2016 minutes. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Econ Dev	Melissa Clark	12/6	Jackson, Ohio	APEG Group Mtg.
Commissioner	Harold Montgomery, David K. Smith & Brent Saunders	12/8	Wellston, Ohio	GJMV Solid Waste Mtg.
Commissioner	Karen Sprague	12/5	Meigs County	Assist in Grant Monitoring
Sheriff	Sheriff Elect Matthew Champlin	2wks in December	Worthington, Ohio	Training

The President entertained a motion to approve travel requests as submitted. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

2016 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
11/27	10	2	1	0	2	0	0	0	5	17	0	0	0	0

AUDITOR – ACA REPORTING

Brenda Thompson presented the commission with a quote of \$5,400.00 for contracting the ACA reporting from ACA-Track. Ms. Thompson noted ACA-Track will present a demonstration and the Auditor's office will then make their recommendation. David K. Smith move to approve based upon the Auditor's office recommendation and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

EXECUTIVE SESSION - CONTRACT

At 9:38 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague to discuss a contract. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 9:48 a.m.; no action taken.

CHANGE ORDER #3 – EMERGENCY GARAGE PROJECT

Commissioners received the following request for a Change Order No. 3 paperwork for the Emergency Garage Project not part of the original plans. Randy Breech, Project Engineer is recommending a change order to adjust quantities as follows from the contract:

- Outside Keypads
- Garage Door Remotes
- Overhead lights & wire to the two 16 foot door opener motors
- Total Estimate = \$904.00

Change order form has been approved and signed by Randy Breech, Project Engineer. This change order will increase the contract from \$115,604.50.00 to \$116,508.50.

Harold G. Montgomery entertained a motion to approve the change order form and other documents as presented and noted above. David K. Smith made and Brent Saunders seconded that motion. Upon roll call votes were as follows: Harold Montgomery, yea; Brent Saunders, yea; and David Smith, yea.

USDA - GREEN SEWER PHASE 1 PAYMENT RESOLUTION # 14

County Administrator Karen Sprague presented the Commission with Payment Resolution # 14 for the Green Sewer Phase 1 Project for the following items:

- CJ Hughes Construction Co., Inc. Pay Application # 11 - \$269,250.89
- Stantec Invoice # 1125444 - \$37,811.14
- Rick Eplion Paving, Inc. Inv # 20161332 - \$35,730.33
- Fields Excavating, Inc. Pay Application #10 - \$37,364.82
- Ohio Power Company WR #63825145 - \$5,454.57
- Jason Sheppard purchase of easement - \$5,000.00
- Bricker & Eckler LLP # 686011 - \$2,196.20
- AT&T Acct # 740 446-9109 790 3 & 740 446-7882 790 0 - \$232.20
- BREC Acct # 4003590 & 4003591 - \$133.62
- Total = \$393,173.77

Stantec Project Engineer Gary Silcott recommends approval of the above invoice & pay applications. Harold Montgomery entertained a motion to approve and pay invoices from pay resolution # 14. David K. Smith moved and Brent Saunders seconded a motion to approve payment resolution # 14 as submitted. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea.

Brent Saunders moved and David K. Smith seconded a motion to approve the USDA Engineering invoice form as submitted for the billing period of 10/15/16 – 11/11/2016. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea.

OPWC - GREEN SEWER PHASE 1 DISBURSEMENT REQUEST # 12

County Administrator Karen Sprague presented the Commission with OPWC Disbursement Request # 12 for the Green Sewer Phase 1 Project for the following items:

- Stantec invoice 1125444 - \$37,811.14 (will be paid directly to Stantec from OPWC)

Brent Saunders moved and David K. Smith seconded a motion to approve OPWC disbursement request # 12 and the following memo entry as submitted. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea.

MEMO ENTRY – REVENUE/EXPENSE OPWC GREEN SEWER PHASE 1 GRANT/LOAN

County Administrator Karen Sprague advised the Commission that OPWC will make direct payments to vendors for the Green Sewer Phase 1 Project grant & loan funding. In order to reflect the receipt and expenditure of these grant/loan funds within the county fund established as OPWC Green Sewer Phase 1 Grant/Loan Fund the County Auditor must make the following memo entries:

- Memo payin in the amount of \$19,949.46 into 322.3000.400101 from OPWC Loan # CO02R
- Memo expense in the amount of \$19,949.46 from 322.0322.531101 to Stantec Consulting Inc. vendor # 6899 for invoice # 1125444
- Credit Back \$19,949.46 from PO # BL160177
- Memo payin in the amount of \$17,861.68 into 322.3000.400100 from OPWC Grant # CO01R
- Memo expense in the amount of \$17,861.68 from 322.0322.531100 to Stantec Consulting Inc. vendor # 6899 for invoice # 1125444
- Credit Back \$17,861.68 from PO # BL160176

TOWNSHIP ALLOCATION FOR 2017

The President entertained a motion to approve for FY 2017 the allocation of \$4,000 to each of the 15 Townships in Gallia County, totaling \$60,000. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

MAXIMUS CONTRACT

County Administrator Karen Sprague presented an agreement to provide professional consulting services with Maximus Consulting Services Inc. This agreement shall commence on October 1, 2016 (Effective Date) and shall remain in effect until March 31, 2020, or until completion of, and payment in full for, the Services specified, whichever occurs first. The parties may mutually agree to extend this Agreement for two year periods, pursuant to an amendment duly signed by both parties. David K. Smith made and Brent Saunders seconded the motion to approve the agreement as submitted and recommended. Roll call: Mr. Montgomery, yea; Mr. Saunders, yea; Mr. Smith, yea.

SHERIFF – PRISONER HOUSING CONTRACT WITH MIDDLEPORT JAIL

CONTRACT FOR HOUSING PRISONERS MIDDLEPORT JAIL

WHEREAS, this contract is made this 1st day of January, 2017 by and between the Village of Middleport, Middleport Ohio and the Gallia County Sheriff.

WHEREAS, the Gallia County Sheriff wants to confine prisoners in the Middleport Jail and such prisoners have been charged with misdemeanors and felonies awaiting trial.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Village of Middleport and the Gallia County Sheriff for the term hereinafter set forth.

WITNESSETH:

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

1. The Middleport Police Department shall receive, keep, board and safely maintain in the Middleport Jail on behalf of the Gallia County Sheriff the following persons:
 - a. All persons arrested by the Gallia County Sheriff for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of the Middleport Jail for purpose of compensation under this contract.
 - b. All persons arrested for violation of Ohio Revised Code from arrest through termination of any jail sentence imposed for that violation except as provided in paragraph 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as the Gallia County Sheriff's prisoners in this contract.
2. The Gallia County Sheriff shall pay to Middleport Village the sum of Sixty dollars (\$60.00) per day for each person incarcerated in the Middleport Jail under paragraphs 1.a, 1.b., and 1.c. For the purpose of determining the compensation to be paid for each part of any calendar day: a person incarcerated up to eight (8) hours shall be paid for at the rate of one-half of the one day's fee; each part of a calendar day over eight (8) hours shall be paid at the rate for a full day.

3. The Gallia County Sheriff's prisoners confined in the Middleport Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein. Every prisoner admitted into the Middleport Jail is charged a charged a ten (\$10.00) booking fee when booked into the jail and when booked out of the jail. This twenty dollar (\$20.00) total booking fee is due and payable by the prisoner personally to Middleport Village.
 4. The Middleport Jail may reject or refuse to receive any prisoners who may be afflicted with a prior medical problem with any contagious, infectious or venereal disease, mental illness, or injury that has not been treated prior to entry into the Middleport Jail, or having received any prisoner so affected without knowledge thereof, upon discovery of such condition in any prisoner thereafter.
 - a. The Middleport Jail may refuse to keep such prisoners thereafter following notice to the Gallia County Sheriff. Following receipt of such notice the Gallia County Sheriff agrees to receive back such affected prisoner.
 - b. The Jail Administrator may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reasons that the Jail Administrator deems pertinent at the time.
5. The Gallia County Sheriff agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a Gallia County Sheriff prisoner including doctor's fees, hospital charges, and prescription costs.
6. The Gallia County Sheriff shall transport and provide security anytime a Gallia County Sheriff prisoner must leave the Middleport Jail for any reason, unless a court orders that no transportation or security is needed.
7. The Gallia County Sheriff shall bear the expense of the burial of a Gallia County Sheriff prisoner who dies in the Middleport Jail, if the body is not claimed for interment at the expense of friends or relatives.
8. No person under eighteen years of age shall be received by Middleport Jail.
9. The Middleport Jail shall provide an itemized statement of the amount due each month for housing the Gallia County Sheriff's prisoners. Payment shall be made by the Gallia County Sheriff to the Middleport Police Department, 659 Pearl Street, Middleport Ohio 45760 within thirty days of the date of the statement. The Middleport Jail may refuse to accept Gallia County Sheriff prisoners if timely payment is not made.
10. The Gallia County Sheriff agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Middleport Jail.
11. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.
12. Anytime the Gallia County Sheriff arrests an individual for domestic violence, violations of a temporary protection order or a civil protection order or menacing threats by stalking, and victim does not have a phone number; the Gallia County Sheriff will be responsible for attempting to make notification to the victim the offender's being released from the Middleport Jail.
13. This agreement shall be effective as of January 1, 2017 and terminate Dec. 31, 2017.
14. All former contracts and /or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

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

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers, none hereto caused their names be transcribed on the day first written above.

The President entertained a motion to approve the contract. David K. Smith and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

Gallia County Sheriff
s/ Harold G. Montgomery, President
Commissioner

s/ David K. Smith, Vice President
Commissioner

s/ Brent Saunders, Commissioner
Commissioner

s/ Joseph Browning, Gallia County Sheriff

Village of Middleport/ Police Department
s/ Mayor Sandy Iannarelli
Mayor Sandy Iannarelli

s/ Mony Wood
Jail Administrator Mony Wood

s/ Susan Baker
Fiscal Officer Susan Baker

EXECUTIVE SESSION – DJFS - PERSONNEL

At 9:52 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss personnel. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 10:01 a.m.; no action taken.

DJFS – VACATION COMPENSATION

Director Dana Glassburn presented Vacation Compensation due to extenuating circumstances, the non-bargaining unit employees of Gallia County Department of Job and Family Services (CDJFS) have been denied the use of vacation time. At this point, allowing the non-bargaining unit employees to utilize their vacation before year end would cause a significant hardship on the Agency. Allowing this leave to be carried over would cause a continued hardship on the Agency. Therefore, the CDJFS Director, Dana Glassburn, recommends a onetime payout of unused vacation leave for non-bargaining employees, that have balances that exceed the allowable one year carry over at December 31, 2016. The President entertained a motion to approve based upon the recommendation of JFS Director Dana Glassburn. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

DJFS – AREA 7 WORKFORCE AREA COMMISSIONERS COUNCIL

David K. Smith made the motion to recommend Harold G. Montgomery to the Area 7 Workforce Area Commissioners Council to represent Gallia County Commissioners and the Appalachian Counties, Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

CASTO & HARRIS, INC. — RE-ORDER NO. 14260-15

DJFS 2017 BUDGET REVIEW

JFS Director Dana Glassburn met with the commission to discuss the JFS 2017 budget request. No action taken.

GREEN SEWER PHASE 1 MONTHLY CONSTRUCTION MEETING

Commissioners: Brent Saunders, Harold G. Montgomery and David K. Smith along with County Administrator Karen Sprague attended the meeting on second floor at 10:05am and returned at 11:05 am.

911/EMA 2017 BUDGET REVIEW

Sherry Daines and Keith Wilson met with the commission to discuss the 911/EMA 2017 budget request. No action taken.

GREEN SEWER PHASE 2 – RCAP CONTRACT FOR ENVIRONMENTAL REPORT

County Administrator Karen Sprague presented the Commission with the contract for RCAP to prepare an environmental report for the Green Sewer Project Phase 2. The contract specifies the following:

Scope of Services: Complete a Rural Development Environmental Report for the Green Township Sewer Phase 2 Project that includes the following: 1) Data Collection and Mapping Coordination with State and Federal Agencies, 2) Final Environmental Report (includes public notice preparation if needed and revisions to the narrative as requested by Rural Development's State Environmental Coordinator, but does not include revisions based upon alternatives not evaluated as part of the original environmental report).

The project's scope involves the extension of approximately 6 miles of sanitary sewer to serve new customers in Green Township – see Attachment A. If the project's scope changes, from what is initially provided, at any time throughout the preparation of the environmental report, Gallia County and WSOS Community Action Commission Inc. will need to renegotiate the terms of the contract.

Gallia County must provide WSOS Community Action Commission Inc. with the following items before work can begin:

1. Engineer's cost estimate
2. Detailed project description
3. Description of the need for the project
4. USGS map including project components
5. Any archaeological surveys or wetland delineations previously completed for USDA projects
6. A copy of the preliminary engineering report for the project when complete.

WSOS Community Action Commission Inc. will not be responsible for additional studies (i.e. wetland delineation, archaeological phase I study, etc.) that may be required.

Compensation: Gallia County will be billed for services above not to exceed Eight Thousand Dollars (\$8,000.00) for the project scope. WSOS Community Action Commission Inc. will bill based upon completion of the following two deliverables:

Deliverable 1: Data Collection, Mapping, and Coordination with State and Federal Agencies (*45 days from receipt of project description, cost estimate, and an outline of the project measures on USGS maps from engineer) **\$5,000**

Deliverable 2: Final Environmental Report (Submitted to RD) **120 days from completion of Deliverable #1 and the Public Notice Preparation (if needed) is 15 days from WSOS's receipt of instructions from USDA/Rural Development). **\$3,000**

Total: \$8,000

* the estimated target time does not allow for any additional studies (i.e., archaeological phase I, wetland delineation, etc.) that may be required by state/federal agencies

** the estimated target time assumes that Rural Development will complete its review of the draft within 60 days

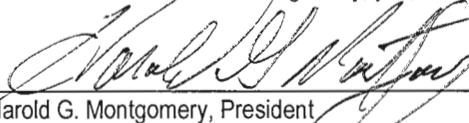
An invoice will be sent to Gallia County upon the completion of each deliverable noted above. Payment is expected within thirty days of invoice date.

Termination: Failure, for any reason, of WSOS Community Action Commission Inc. or Gallia County to fulfill in a timely and proper manner its obligations under this contract can result in termination of this contract. The time for completion can be extended for a reasonable time if completion is delayed due to unforeseeable causes beyond control and without the fault or negligence of either party.

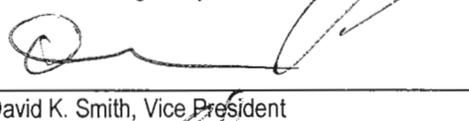
Harold Montgomery entertained a motion to approve the contract as presented. David Smith made and Brent Saunders seconded a motion to approve and sign the documents as presented and pass the following resolution. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

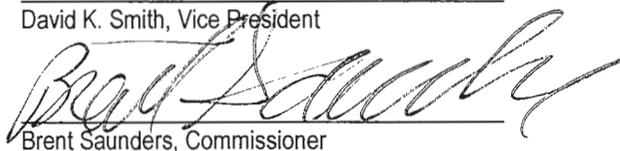
ADJOURN

At 4:00 p.m. the President entertained a motion for adjournment. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.


Harold G. Montgomery, President


Anette L. Brown, Clerk


David K. Smith, Vice President


Brent Saunders, Commissioner