

NOVEMBER 9, 2023

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

The President entertained a motion for approval of the November 2, 2023 minutes. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
GCDJFS	Dana Glassburn	11/9/2023	Columbus	OJFSDA Exec Meeting
GCDJFS	Dana Glassburn	11/15/2023	Jackson	OJFSDA District Mtg.
GCDJFS	Dana Glassburn	12/7-12/8	Columbus	OJFSDA General Session
GCDJFS	Dana Glassburn	12/20/2023	Columbus	OJFSDA District Mtg.

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

2023 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total in Foster
11/5	8	1	0	0	14	0	0	0	15	22	0	0	0	9

KRISTI & DEENIE ROAD PROJECT

President David K. Smith entertained a motion to change the proposed project bid from asphalt to concrete under the recommendation of Shelly Company and DLZ's Gary Silcott. Upon Shelly's excavation of the project, it was found that asphalt would not be suitable for the project due to sinkage in the area. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, nay.

Discussion from Commissioner Henry was that expectations of receiving a break down of the costs discussed with representatives of the Shelly Co. were not met and she also stated being uncomfortable without a funding source being identified.

JAIL FOOD SERVICE – BID REJECTION

President David K. Smith entertained a motion to reject the Jail Food Service bid that was submitted on November 2, 2023 by Turn Key Corrections/Skillet Kitchen in the amount of 3.95 per meal. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

JAIL FOOD SERVICE – RE BID

President Smith entertained a motion to re bid the food service for the jail. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

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

Heather Casto, Sheriff's Department submitted the following agreement for approval. President Smith entertained approving the agreement as submitted. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Mr. Stapleton, yea.

Upon the recommendations of the Sheriffs of Gallia County, Ohio and City of Pomeroy, Ohio, this Agreement is entered into this 9th day of November, 2023 between the Board of Gallia County Commissioners, (hereafter, the Board of Gallia County Commissioners and Sheriff are jointly referred to as "Gallia County") and the Board of City of Pomeroy Commissioners (hereafter, the City of Pomeroy and Sheriff are jointly referred to as "City of Pomeroy"), for Gallia County's acceptance and incarceration of City of Pomeroy 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 City of Pomeroy's jurisdiction before sentencing regardless of the offense charges, or after sentencing when the inmate is convicted or sentenced.

NOVEMBER 9, 2023

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

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

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

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

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

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

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

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

14. City of Pomeroy may elect to allow City of Pomeroy prisoners to use the inmate medical and/or dental services contracted by Gallia County for non-emergency care.

City of Pomeroy shall notify Gallia County of such elections in writing. If Lawrence County so elects, City of Pomeroy agrees to pay the pertinent Medicaid rates established under HB 66 for all medical services provided and billed to City of Pomeroy prisoners.

15. Gallia County will provide invoices, as received by providers, to City of Pomeroy.

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

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

NOVEMBER 9, 2023

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. City of Pomeroy 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 City of Pomeroy prisoner regardless of contracted bed availability.

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

18. Gallia County shall not be responsible for returning a City of Pomeroy prisoner to City of Pomeroy upon the completion of said prisoner's sentence. City of Pomeroy shall pick up all prisoners who have completed their sentence and release them from their facilities.

19. Gallia County may maintain and support a City of Pomeroy 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. City of Pomeroy 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 City of Pomeroy prisoners, intentionally or negligently.

21. City of Pomeroy 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 City of Pomeroy's prisoners.

22. City of Pomeroy 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 City of Pomeroy 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 City of Pomeroy 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 the City of Pomeroy shall maintain liability insurance coverage in a minimum amount of \$1,000,000.

27. Gallia County and the City of Pomeroy shall provide each other with written proof of coverage.

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

29. Gallia County and City of Pomeroy 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 9th day of November, 2023 and continue until December 31, 2023.

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

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

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

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

NOVEMBER 9, 2023

This agreement shall be effective the 9th day of November, 2023.

Gallia County Board of Commissioners

City of Pomeroy Council

BY: *s/ David K. Smith*

BY: *s/ Nick Michael*

BY: *s/ Q. Jay Stapleton*

BY: *s/ Aaron Oliphant*

BY: *s/ Leslie Henry*

BY: *s/ Maurine Hooker*

BY: *s/ Phillip Dhlinger*

Sheriff of Gallia County

Chief of City of Pomeroy

s/ Sheriff M. D. Champlin

s/ CA Pitchford

Approved as to form:

s/ Jason Holdren, Gallia County Prosecutor

AUDITOR – 2024 BUDGET

Auditor Robbie Jacks presented his proposed 2024 budget request to the commissioners. No action taken

2023 DIABETES MONTH PROCLAMATION

The President entertained a motion to approve the following proclamation for the month of November 2023, as Diabetes Awareness Month. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

Whereas, November is designated as National Diabetes Awareness Month and diabetes, types 1 and 2 as well as gestational diabetes, affects over 26 million Americans; and
Whereas, diabetes is a devastating disease of which Type 2 diabetes accounts for 90% of all diabetes diagnoses and can be prevented or delayed; and
Whereas, if trends continue, 1 out of every 3 American adults born after the year 2000 will have diabetes with an even higher risk for minorities; and
Whereas, approximately 88 million, or 1 in 3 American adults have pre-diabetes, which means their blood sugar level is higher than normal but not high enough to be classified as diabetes; and
Whereas, the American Diabetes Association estimates that the total cost of diabetes in the United States as \$174 billion annually with additional costs for gestational diabetes, pre-diabetes, and undiagnosed diabetes adding another \$44 billion annually in costs; and
Whereas, early detection and disease management can help prevent complications of diabetes, including cardiovascular disease, blindness, nervous system damage and kidney failure, and
Whereas, improving awareness about diabetes, including its prevention, detection, and treatment can greatly improve the lives of all citizens while improving the lives of those affected by diabetes
Now,
Therefore, be it resolved, by the Gallia County Commissioners, that it does hereby proclaim November 2023 as: 'National Diabetes Month' in Gallipolis, Ohio, and urges all citizens to join in recognition of this important month.

s/ David K. Smith, President

s/ Q. Jay Stapleton, Vice President

s/ Leslie Henry, Commissioner

Others in attendance were: Hunter Browning, juvenile diabetic representative; Jennifer Browning, Hunter's mother; Pamela Wiseman, Health Dept.; Natalie Gardner, Holzer; Lisa Mulholland, Holzer Diabetic Educator; Carrie Davidson, Holzer Marketing; Dr. Rodney Stout, Holzer Endocrinologist; Kristy Layton, Holzer; and Leslie Gay, Holzer Endocrinology Nurse.

PROBATE/JUVENILE COURT – 2024 BUDGET

Judge Moulton and Kevin Plantz with Probate Juvenile Court presented his proposed 2024 budget request to the commissioners. No action taken

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

NOVEMBER 9, 2023

COMMON PLEAS COURT – 2024 BUDGET

Judge Margaret Evans presented her proposed 2024 budget request to the commissioners. Also in attendance were: Eva Johnson, Melissa Hall, Michael Smith and Shari Van Gundy. No action taken

REVIEW RECORD - B-X-23-1AY-1 CERTIFICATION OF EXEMPT PROJECT

Grants Administrator Karen Sprague presented the Commission with the paperwork for approval of the Environmental Review Record for the following project for which a certification of exempt project could be made:

- Crown City Village Sewer Improvement Project –Professional Services (Engineering Fees)

David Smith entertained a motion to approve the forms as presented. Q. Jay Stapleton made and Leslie Henry seconded that motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. All forms were signed by David Smith, as President of the Commission, and they are on file in the County's CDBG files.

AIRPORT – TREE REMOVAL


County Administrator Brian Rutherford submitted an estimate from Blosser Excavating in the amount of \$5000.00 to remove the trees at the Gallia Meigs Regional Airport. President Smith entertained a motion to allow Mr. Rutherford to proceed with the authority to have Blosser Excavating remove the trees. Q. Jay Stapleton made and Leslie Henry seconded that motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

BUDGET PROJECTION

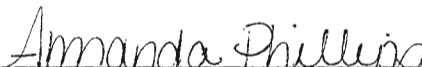
Chris Gruber and Sheriff Matt Champlin, Sheriff's Dept., Auditor Robert Jacks and Treasurer Steve McGhee met with the Commissioners for a discussion on the County's budget and where it is trending. It was decided that coming together for this discussion was helpful and that a meeting should be held every month. No action taken.

ADJOURN


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




David K. Smith, President



Amanda Phillips, Clerk to the Board



Q. Jay Stapleton, Vice President



Leslie Henry, Commissioner