

December 17, 2020

The Meigs County Commissioners met in regular session. Present were Vice President, Jimmy Will, Member, Tim Ihle, Clerk, Tonya Edwards, Dailey Sentinel, Sara Hawley. President Randy Smith was not present. Jimmy Will gave the opening prayer followed by the Pledge of Allegiance led by Tonya Edwards. Vice President Jimmy Will called the meeting to order at 10:59am.

MINUTES

Mr. Ihle made the motion to accept last week's minutes with a second from Mr. Will. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea.

BILLS

There will not be bills until after the first of the year to approve.

COUNTY GENERAL BUDGET APPROVAL

Mr. Ihle made a motion to approve the County General budget which was \$6,423,364.66. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea.

CERTIFY AND APPROPRIATE PROSECUTORS OFFICE

Mr. Ihle made a motion to certify and appropriate \$ 15,778.49 into A001E02 for Employee salaries. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea.

CERTIFY AND APPROPRIATE HEALTH DEPARTMENT

Mr. Ihle made a motion to certify and appropriate \$237,743.17 into T075T02 and \$2,918.58 into T075T05. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea.

HEALTH DEPARTMENT SALARY CORRECTION

Mr. Ihle made a motion to approve the salary correction of \$67,322.58 from T075T02 to S000S10. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea.

HEALTH DEPARTMENT MOVING MONEY

Mr. Ihle made a motion to transfer \$35,600.00 from T063T08 contracts to T063T02 supplies, \$5,000.00 from T063T07 equipment to T063T02 supplies and \$17,000.00 from T089T01 salaries to T089T02 supplies. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea.

SOLID WASTE CONTRACT

Mr. Ihle made a motion to renew the Solid Waste contract with The Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea.

Agreement Between The Commissioners of Meigs County and The Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District

THIS AGREEMENT is made and entered into as of the 1st day of January, 2021 by and between the Commissioners of Meigs County, Ohio and the Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District (the District), acting by and through its Board of Directors, under the circumstances summarized in the following recitals:

A. The District is a joint solid waste management district established by the Counties of Gallia, Jackson, Meigs and Vinton Counties in accordance with Section 343.01 of the Ohio Revised Code for the purposes stated within said section;

B. The approved Solid Waste Management Plan of the District provides for the funding of Illegal Dump Clean-ups in conjunction with Health Departments and District personnel;

C. The District Board of Directors has allocated funds in the 2021 District budget for this purpose and wishes to distribute those funds to the Commissioners of Meigs County in the District;

NOW THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Board of Directors and the Commissioners of Meigs County agree as follows:

Section 1. Illegal Dump Clean-up Services

a. The Commissioners of Meigs County will insure that Workers are provided for Litter Collection and Illegal Dump Clean-up. Said workers shall work a minimum of 18 (eighteen) hours per week January 1, 2021 and ending December 31, 2021.

b. The Commissioners of Meigs County shall insure that monthly activity reports are submitted to the District on a form prescribed and furnished by the Meigs County Commissioners or the Meigs County Soil & Water Department. The Activity Reports are due to the District by the 10th day of the month following the previous

months activities.

Section 2. Disbursements to the Mcigs County Commissioners

- a. The District agrees to disburse to the Meigs County Commissioners a total of \$10,000.00 (ten thousand dollars) in January of 2021 for the activities outlined in section I of this agreement.
- b. The Commissioners of Meigs County agrees that monies will only be expended for the Illegal Dumping Clean-up and Litter Collection and that any monies expended for any other purpose shall be repaid to the District. The Commissioners further agrees to maintain detailed records of the monies disbursed under this Agreement and make said records available to the District upon request.

Section 3. Compliance with Federal and State Law

- a. The Commissioners agrees to comply with all applicable federal, State and local laws in the performance of any activities contemplated by this Agreement. The Commissioners of Meigs County are independent contractors with the District under this Agreement, and neither the Commissioners or their employees or agents are employees of the District. The Commissioners accepts full responsibility for payment of all unemployment compensation, workers compensation premiums, income tax deductions, and any other taxes or payroll deductions required for the employee engaged to perform the activities contemplated by this Agreement.

Section 4. Indemnification

- a. The Commissioners agree to the extent permitted by law, to protect, defend, indemnify and hold harmless the Board of Directors, the policy committee and any committee or subcommittee thereof, the District, and all officers, employees and agents of the foregoing, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of, or in connection with, any acts or omissions of the Commissioners, their employees and agents, negligent or otherwise.

Section 5. Termination.

- a. Either the District Board of Directors or the Commissioners may terminate this Agreement without cause upon notice, in writing to the other party not fewer than 30 days prior to the effective date of termination, which shall be specified in the notice. Upon receipt by the Commissioners or the giving by the Commissioners of any such notice of termination, the Commissioners shall not incur any additional obligations. The District agrees to disburse additional monies to the Commissioners in accordance with Section 2 of this Agreement to the extent necessary to reimburse the Commissioners for costs paid or obligations properly incurred by the Commissioners for the performance of its obligations under this Agreement prior to its receipt or giving of notice of termination. Any monies disbursed to the Commissioners under this Agreement that have not been expended or encumbered for the payment of obligations incurred by the Commissioners prior to his receipt or giving of notice of termination, shall be repaid to the District on the effective date of termination, and the Commissioners shall submit a completed statement to the District stating the balance of the funds disbursed to them by the District as of the effective date of termination and the amount expended, or encumbered but not yet expended, for the payment of obligations incurred by the Commissioners prior to their receipt or giving of notice of termination. In the event that monies encumbered for obligations incurred by the Commissioners remain on deposit on the effective date of termination or additional monies are to be disbursed to the Commissioners in accordance with this Agreement for obligations incurred by the Commissioners for the performance of the duties under this Agreement prior to their receipt or giving of notice of termination, the various provisions of this Agreement other than the obligation of the District to disburse monies to the Commissioners set forth in Section 2, shall survive the termination of this Agreement.

Section 6. Notices.

a. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

If to the Commissioners: Meigs County Commissioners Courthouse,
Suite 301
100 East Second Street
Pomeroy, Ohio 45769-1030

If to the District: GJMV Solid Waste Management District
1056 South New Hampshire Ave.
Wellston, Ohio 45692

The Commissioners or the District may, by notice given hereunder, designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

Section 7. Integration and Binding Effect.

a. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Commissioners and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party, which consent shall not be unreasonably withheld.

Section 8. Amendments, Changes & Modifications.

a. This Agreement may not be effectively amended, changed, or modified except by an instrument executed in the same manner as this Agreement approved by each party hereto.

Section 9. Counterparts.

a. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 10. Severability.

a. In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof, which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, entered into or taken in the manner and to the full extent permitted by law.

Section 11. Construction.

a. The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable state or federal laws or regulations issued there under, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

Section 12. Captions & Head ings.

a. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.


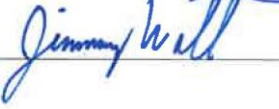
Section 13. Laws of State Govern.



a. This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of said State.

IN WITNESS WHEREOF, the Commissioners of Meigs County and the Gallia, Jackson, Meigs & Vinton Joint Solid Waste Management District, acting by and through it's Board of Directors, have caused this Agreement to be executed and to be effective as of the date set forth above.

Commissioners of
Meigs County

Gallia, Jackson, Meigs & Vinton
Joint Solid Waste Management District

By: 


By: 
Title: 

Date: 12/17/2020

BUCKEYE HILLS RESOLUTION

Mr. Ihle made a motion to support the ODSA Resolution. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea.

OFFICE OF MEIGS COUNTY COMMISSIONERS

Randy Smith, President
Jimmy Will, Vice President
Tim Ihle, Member

Meigs County Courthouse
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Pomeroy, OH 45769
740-992-2895 Fax:
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Resolution of Support for the Ohio Development Services Agency
(ODSA) Appalachia Assistance Line Item

WHEREAS, Meigs County is served by Buckeye Hills Regional Council (BHRC) (including the counties of Athens, Hocking, Meigs, Monroe, Morgan, Noble, Perry & Washington and the cities of Athens, Belpre, Marietta, and Logan) as its Local Development District (LDD) for the Appalachian Regional Commission (ARC);

WHEREAS, the ARC is a model for federal economic and community development programs and has assisted the Buckeye Hills region to improve the social and economic climate and improve critical infrastructure;

WHEREAS, the Ohio Development Services Agency (ODSA) Appalachia Assistance funding provides much needed economic development project funding in the region, improves the social and economic climate of local communities, and improves critical infrastructure;

WHEREAS, the ARC and ODSA Appalachia Assistance funding provide resources for business development, education and job training, telecommunications, infrastructure, community development, housing, and transportation projects creating new jobs; improvements to local water and sewer systems; increasing workforce readiness; expanding access to health care; assisting local communities with strategic planning; and providing technical and managerial assistance to emerging businesses;

WHEREAS, in 2019, Ohio's LDDs administered 67 ARC and ODSA Appalachia Assistance funded projects totaling over \$49.2 million in total project costs and resulting in 493 new jobs and another 2,387 jobs retained in the region with funding provided by the ODSA Appalachia Assistance funding and the federal ARC;

WHEREAS, governance of the Governor's Office of Appalachia is addressed in Ohio Revised Code Section 107.21;

WHEREAS, the LDDs have developed a comprehensive and competitive process for the selection and recommendation for projects to receive funding through ODSA and ARC and that this locally initiated process should continue;

WHEREAS, the COVID-19 pandemic has cast the disparities faced by Appalachian Ohio—including its digital divide—in stark relief;

OFFICE OF MEIGS COUNTY COMMISSIONERS

Randy Smith, President
Jimmy Will, Vice President
Tim Ihle, Member

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Suite 301, 100 East Second Street
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740-992-2895 Fax:
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WHEREAS, the Appalachian LDDs are active, trusted partners with the requisite ability and expertise to advance broadband access in Appalachian Ohio; the LDDs already have solid working relationships with Broadband Ohio, the Ohio Development Services Agency (DSA) and the Governor's Office of Appalachia (GOA); it therefore makes good sense for Ohio to partner with the LDDs to take Appalachian Ohio into the connected, 21st century economy;

WHEREAS, the addition of the new asset of the Buckeye Hills Foundation—a 501c3 nonprofit whose mission is to enhance and support community and economic development in rural Appalachian Ohio—provides a vehicle to connect the public program and policy work accomplished by the LDD partners with new relationships in the nonprofit, philanthropic and private business world.

NOW THEREFORE BE IT RESOLVED: that the Meigs County Commissioners supports continued funding of the ODSA Appalachia Assistance line item with the following statement explicitly included:

Funding allocated to Buckeye Hills Regional Council, Ohio Mid-Eastern Governments Association, and Ohio Valley Regional Development Commission, and Eastgate Regional Council of Governments be no less than \$390,000, funding allocated to the Buckeye Hills Foundation be no less than \$250,000, and funding for the Governors Office of Appalachia operations and projects be no less than \$7,562,018.

MEIGS COUNTY BOARD OF DEVELOPMENT DISABILITIES

Mr. Ihle made a motion to agree to the reappointment of Deborah Dingey to another four-year term, beginning January 1, 2021 and running through December

31, 2024. Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea.

FINAL RESOLUTION REPLACING BRIDGE NO MEG-C0001-0903

Mr. Ihle made a motion to approve the final resolution replacing the bridge No Meg- C0001-0903 on Salem School Lot Road (C. R. 1). Mr. Will seconded the motion. Vote on roll call: Mr. Will, yea; Mr. Ihle, yea.

(Resolution/Ordinance No. J28P240)

PID No. 109305

FINAL RESOLUTION

The following Final Resolution enacted by the Board of County Commissioners, County of Meigs, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, on 24th day of September, 2020, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of replacing Bridge No. MEG-COOOI -0903 (SFN 5332508) located on Salem School Lot Road (C.R. 1) over Ogden Run, including approach work, guardrail, and pavement markings, lying within Meigs County; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

In view of the fact that the LPA's share of the project is now estimated in the amount of Zero and - - - - 00/100 Dollars, (\$0.00), therefore, the County will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined.

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of same to this legislative authority; and

WHEREAS, This legislative authority desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be It resolved:

- I. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- II. That the LPA enter into a contract with the State, and that the County Engineer be, and is hereby authorized to execute said contract for improving the described project.

PID No. 109305

- III. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original

^and which Resolution

was duly passed by the LPA on the _____ day of _____ 20____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volumeat Pageand under _____, date _____, of

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Legislative Authority of the
Board of County Commissioners
County of Meigs, Ohio



County Commissioner



County Commissioner

County of Meigs, Ohio

County Commissioner



Clerk(Secretary Ex-Officio)

SEAL

(If Applicable)

NEXT WEEKS MEETING

Mr. Will made mention that next weeks meeting will be held on December 23, 2020 at 11:00am due to the holidays and the office being closed on the 24th and the 25th.

ADJOURN

Mr. Ihle made a motion to adjourn the meeting at 11:15am. Mr. Will seconded the motion. Vote on roll call: Mr. Ihle, yea; Mr. Will, yea.

President Randy Smith

Vice President Jimmy Will

Member, Tim Ihle

Clerk Tonya Edwards