

MARCH 9, 2017

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 March 2, 2017 minutes. Brent Saunders made and David K. Smith seconded motion Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	Karen Sprague	3-6	Meigs Co., Ohio	Meigs CDBG Assist.
DJFS	Dana Glassburn	3-9	Columbus, Ohio	OJFSDA Mtg
Auditor	Larry M. Betz	3-10	Meigs Co., Ohio	SE CAAO Mtg
DJFS	Dana Glassburn	3-13	Columbus, Ohio	OCD A/OJFSDA Mtg
DJFS	Dana Glassburn	3-14	Columbus, Ohio	Legislative Mtg
DJFS	Dana Glassburn	3-21	Columbus, Ohio	Budget Mtg
DJFS	Dana Glassburn	3-24	Columbus, Ohio	Fiscal Certification
DJFS	Dana Glassburn	3-29	Jackson, Ohio	OJFSDA Mtg
DJFS	Dana Glassburn	3-31	Fayette, Ohio	OV RDC Mtg
Commissioners	Karen Sprague	4-12	Columbus, Ohio	CDBG Training

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

2017 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
3/5	17	5	0	1	11	0	0	0	17	12	0	0	0	1

RESOLUTION – FAIR BOOTH APPROVAL

County Administrator Karen Sprague presented the Commission with the Gallia County Junior Fair Commercial Exhibitor contract for rental of a fair booth for the counties fair housing program. Cost is \$200 (includes the needed passes for GMCAA staff that helps with booth). This amount is paid for from the counties FY 2016 CDBG Community Development grant. Harold Montgomery entertained a motion to approve the contract as presented. Brent Saunders moved and David K. Smith seconded the motion. Upon roll call votes were: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

911 – CONTRACT

Upon recommendation of Director Sherry Daines and Labor Relations Consultant Brain D. Butcher, The President entertained a motion to approve the agreement between the Gallia County 911 Communication Center and the Fraternal Order of Police, Ohio Labor Council, Inc. effective 1/1/2017 thru 12/31/2019. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

PROSECUTING ATTORNEY

Prosecutor Jason D. Holdren met with the commission for their weekly update, review and advice on any legal issues. No action taken.

SHERIFF - VILLAGE OF CROWN CITY POLICE PROTECTION AGREEMENT

The President entertained a motion to approve the following agreement between the Gallia County Sheriff and the Village of Crown City for police protection. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea

AGREEMENT

This Agreement made and concluded this 9th day of March 2017, by and between the Village of Crown City, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Crown City, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

- 1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.*
- 2. The Gallia County Sheriff's Office is to supply a qualified deputy chosen by mutual agreement between Council and the Sheriff's Office.*
- 3. The Village of Crown City, in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the amount of \$3.75 per contract hour to be used for expense and maintenance of Gallia County Sheriff's Office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".*

- 4. The Village in consideration for this police protection agrees to pay direct to the designated deputy the sum of Seventeen Dollars Fifty Cents (\$17.50) per hour from March 1, 2017 through March 31, 2018, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.
- 5. The scheduling for the deputy is to be prepares by the Gallia County Sheriff's office with recommendations from the Mayor of Crown City Village.
- 6. The Sheriff requires that Deputies assigned to this detail submit activity logs, preferably electronic system. To the Village Council for review.
- 7. The Village of Crown City will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village.
- 8. The Gallia County Sheriff's Office will be entitled to use said equipment so long as there is a current agreement with the Village of Crown City for police protection.
- 9. It is expressly understood by the parties that upon the termination of this Agreement, the equipment, and if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Crown City.
- 10. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Crown City understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
- 11. This Agreement can be cancelled by either party with thirty (30) days written notice.
- 12. This Agreement shall be effective from April 1, 2017 through March 31, 2018.
- 13. The cost of jail confinement for prisoners of the Village will be waived.
- 14. If a deputy is requested to respond to a 911 call out and there is no deputy on duty at the Village, the 911 Center will then dispatch an available Sheriff's Deputy to the call.
- 15. Any time off leave will be the responsibility of the Village of Crown City.
- 16. All uniform and cruiser markings will conform to the BSSA and Gallia County Sheriff's Office standards and the purchase of these items will be the responsibility of the Sheriff's Office.
- 17. All deputies on duty for Village assignment will follow the Gallia County Sheriff's Office Policy and Procedure Manual in effect.
- 18. The parties agree that the Gallia County Sheriff's Office will be the exclusive provider of law enforcement services during the time of this contract.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 9th day of March, 2017.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:
s/ Karen Sprague, County Administrator
s/ Anette L. Brown, Clerk of the Board County Commissioners

GALLIA COUNTY SHERIFF'S OFFICE
s/ Matthew D. Champlin, Sheriff

VILLAGE OF CROWN CITY
s/ Darryl J. Hagar, Mayor
s/ Paul Dillon, Clerk

APPROVED AS TO FORM:
s/ James D. Hollins, Gallia County Prosecuting Attorney

GALLIA COUNTY COMMISSIONERS
s/ Harold G. Montgomery, President
s/ David K. Smith, Vice President
s/ Brent Saunders, Commissioner

SHERIFF - VILLAGE OF CHESHIRE POLICE PROTECTION AGREEMENT

The President entertained a motion to approve the following agreement between the Gallia County Sheriff and the Village of Cheshire for police protection. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea

AGREEMENT

This Agreement made and concluded this 9th day of March 2017, by and between the Village of Cheshire, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Cheshire, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

- 1) The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
- 2) The Village of Cheshire, in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the amount of \$3.75 per contract hour to be used for expense and maintenance of Gallia County Sheriff's Office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".
- 3) The patrol duties of the designated deputy will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.
- 4) The Village in consideration for this police protection agrees to pay direct to the designated deputy the sum of Seventeen Dollars Fifty Cents (\$17.50) per hour from March 1, 2017 through March 31, 2018, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS. The Sheriff requires that Deputies assigned to this detail submit activity logs, preferably by electronic system, to the Village Council for review.
- 5) The Village of Cheshire will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: Any equipment that may be in use at this time.
- 6) The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Cheshire for police protection.
- 7) Both parties are of the understanding that the agreed protection for the Village of Cheshire includes the cost of jail confinement be waived and covered by the Gallia County Sheriff's Office.
- 8) It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Cheshire, Ohio for its use.
- 9) The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Cheshire understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
- 10) This Agreement can be cancelled by either party with thirty (30) days written notice.

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

- 11) This Agreement shall be effective from March 1, 2017 through March 31, 2018.
- 12) The parties agree that the Gallia County Sheriff's Office will be the exclusive provider of law enforcement services during the time of this contract.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 9th day of March, 2017.

SIGNED AND ACKNOWLEDGED

IN THE PRESENCE OF:

s/ Mardee Roush

s/ Danny Palmer

s/ Darlene Milam

s/ Connie Palmer

GALLIA COUNTY SHERIFF'S OFFICE

s/ Matthew D. Champlin, Sheriff

VILLAGE OF CHESHIRE

s/ Mark A. Coleman, Mayor

s/ Susan Baker, Clerk

s/ Anette L. Brown, Clerk of the Board County Commissioners

GALLIA COUNTY COMMISSIONERS

s/ Harold G. Montgomery, President

s/ David K. Smith, Vice President

s/ Brent Saunders, Commissioner

APPROVED AS TO FORM:

s/ Jason D. Holdren, Gallia County Prosecuting Attorney

SHERIFF – PRISONER HOUSING CONTRACT WITH WASHINGTON COUNTY

CONTRACT FOR HOUSING PRISONERS

In the WASHINGTON COUNTY JAIL

WHEREAS, this contract is made this 9th day of March, 2017, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereafter referred to as "Sheriff", and Gallia County hereafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who serving a jail sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and contractor for the term hereinafter set forth.

WITNESSETH:

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

1. The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons:
 - a. All persons arrested by Gallia County 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 Washington County for purposes of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contract.
2. The cost to be paid to the County by the Contractor shall be the amount of sixty dollars (\$60.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.
5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
11. Contractor agrees that during the period of time this contract covers, it shall and 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 offices of Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil

protection order and victims of menacing by stalking crimes. To that end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Washington County Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provided, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

13. This agreement may be terminated by either party during its term, by giving the other party a minimum of ninety (90) days written notice.
14. This agreement shall be effective April 1, 2017, and terminate March 31, 2018
15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into in behalf of the Gallia County Sheriff's Office pursuant to Resolution/Ordinance Number passed March 9, 2017.

Any alteration of 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 to be transcribed on the day first written above.

s/ Harold G. Montgomery, President

s/ David K. Smith, Vice President

s/ Brent Saunders, Commissioner

s/ Heather Casto, Witness

s/ Matthew D. Champlin, Sheriff

s/ Jason D. Haldren, Prosecutor

Washington County Commissioners

s/ Ronald L. Feathers, President

s/ David A. White

s/ Rick G. Walters

Witness

s/ Rick Peoples, Clerk

Approved as to form

s/ Nann A. Riggs, Prosecutor

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

2017 MATERIAL AND SERVICES CONTRACT - SHERIFF

The County Engineer submitted the 2017 general road work and dust control contract for Gallia County Sheriff. The President entertained a motion to approve the submitted contract. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

The contract is as follows:

THIS CONTRACT AND AGREEMENT, MADE AND CONCLUDED IN GALLIPOLIS, OHIO, THIS 9th DAY OF MARCH, 2017 BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF GALLIA COUNTY, OHIO, HEREINAFTER CALLED THE FIRST PARTY, AND GALLIA COUNTY SHERIFF, HEREINAFTER CALLED THE SECOND PARTYS.

WITNESSTH:

WHEREAS, THE SECOND PARTY IS DESIROUS OF HAVING CERTAIN STREETS AND ROADS WITHIN ITS TERRITORY CONSTRUCTED, RELOCATED, REPAIRED, OR IMPROVED, AND ANY OTHER WORK REQUIRED OF THE FIRST PARTY, AS FOLLOWS:

GENERAL ROAD WORK AND DUST CONTROL.

WHEREAS, THE SECOND PARTY DOES NOT HAVE THE NECESSARY EQUIPMENT AND/OR PERSONNEL TO PERFORM THE WORK AFORESAID AND DOES DESIRE TO HAVE SAID WORK PERFORMED BY THE FIRST PARTY, THROUGH THE ENGINEER BRETT BOOTHE AND HIGHWAY DEPARTMENT OF SAID COUNTY; AND GALLIA COUNTY SHERIFF.

WHEREAS, THE ENGINEER'S OFFICE AND THE EMPLOYEES OF SAID GALLIA COUNTY HIGHWAY DEPARTMENT MAY BE AVAILABLE ON SATURDAYS AND OTHER DAYS OF EACH WEEK (PROVIDING IT DOES NOT INTERFERE WITH OVERALL MAINTENANCE OF COUNTY HIGHWAY SYSTEM) TO PERFORM WORK AND LABOR FOR, AND ON BEHALF OF, OTHER POLITICAL SUB-DIVISIONS WITHIN THE COUNTY.

WHEREAS, THE SECOND PARTY AGREES TO THE GALLIA COUNTY ENGINEER'S **"PAYMENT OF MATERIAL AND SERVICES POLICY"**.

NOW THEREFORE, THE FIRST PARTY IS WILLING TO FURNISH THE NECESSARY EQUIPMENT AND LABOR, AND TO PERFORM THE WORK AFORESAID, AS A CHARGE TO THE SECOND PARTY FOR THE USE OF SAID EQUIPMENT, MATERIALS, AND LABOR. ALL LABOR, MATERIALS USED, AND FRINGE BENEFIT RATES WILL BE CHARGED AT THE CURRENT COUNTY RATES. EQUIPMENT WILL BE CHARGED AT THE GALLIA COUNTY ENGINEER'S 2016 EQUIPMENT RATES ON FILE.

WHEREAS, THE SECOND PARTY IS DESIROUS OF **MATERIAL PURCHASES** FROM THE ENGINEER'S OFFICE AND HIGHWAY DEPARTMENT FOR THEIR USE.

WHEREAS, MATERIAL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE BY THE ENGINEER'S OFFICE AND HIGHWAY DEPARTMENT.

WHERE, THE SECOND PARTY AGREES TO THE GALLIA COUNTY ENGINEER **"PAYMENT OF MATERIAL AND SERVICES POLICY"**.

THEREFORE, BE IT RESOLVED, THE FIRST PARTY IF WILLING TO FURNISH MATERIAL WITH LOADING AT COUNTY COST AS A CHARGE TO THE SECOND PARTY.

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

THE SECOND PARTY AGREES, DOES COVENANT, TO SAVE HARMLESS THE FIRST PARTY FROM ANY AND ALL LOSS AND RESPONSIBILITY FOR ANY DAMAGES AND/OR FOR INJURY TO PERSONS, PROPERTY, OR OTHERWISE, ARISING FROM THE USE OF THIS EQUIPMENT PERFORMANT OF THE WORK AND LABOR UNDER THIS AGREEMENT.

THE FIRST PARTY AGREES THAT THE WORK SHALL BE DONE UNDER THE SUPERVISION OF THE GALLIA COUNTY ENGINEER OR PERSONS DESIGNATED BY HIM.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS TO DUPLICATES HEREOF THE 9TH DAY OF MARCH, 2017 (original contract on file in the engineer's office and Sheriff's Office)

SIGNED IN THE PRESENCE OF:
(AS TO FIRST PARTY) (SEE CONTRACT)

s/ Anettie L. Brown, Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF GALLIA COUNTY, OHIO 2/11/16

s/ Harold G. Montgomery, President
s/ David K. Smith, Vice President
s/ Brent Saunders, Commissioner

SIGNED IN THE PRESENCE OF:
(AS TO SECOND PARTY)

s/ Heather Casteo, Admin. Asst.

SECOND PARTY

s/ Matthew D. Champlin, Sheriff

WISEMAN AGENCY UPDATE

Jimmy Wiseman met with the commissioners to update on 2017 – 2018 CORSA Renewal excess liability optional quotes.

EXECUTIVE SESSION - CONTRACT

At 10:13 a.m. the President entertained a motion to enter into executive session with Jimmy Wiseman 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 10:25 a.m.; no action taken.

BID OPENING – CDBG – GALLIPOLIS STREET LIGHT PROJECT

The County Administrator Karen Sprague noted Gallipolis Street Light Project estimate is \$32,494 and this project is being funded with CDBG grant \$26,200. The reminder funded by City of Gallipolis. At 10:30 a.m. President Harold G. Montgomery opened the following bids:

Company	Total Bid
West End Electric Co.,	\$27,480
M.P Dory Co.	\$29,000

The bids were turned over to the County Administrator Karen Sprague for review and recommendation.

MOU – SHERIFF & RIO GRANDE CAMPUS POLICE

The President entertained a motion to approve the agreement with the University of Rio Grande Campus Police. David K. Smith made and Brent Saunders the motion to approve and sign the Memorandum of Understanding with the University of Rio Grande Campus Police for boarding of prisoners in the County Jail, noting the dollars amount remains the same as 2016 at \$68.00 per day per prisoners for FY 2017. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

BID OPENING – CULVERT REPLACEMENTS 2017-01 - ENGINEER

The Engineer noted Little Culvert Replacements 2017-01 Project estimate is \$75,000 and this project is being funded with 100% engineer. The project is in Clay, Green and Perry Townships. At 10:45 a.m. President Harold G. Montgomery opened the following bids for the County Engineer Project:

Company	Total Bid
Waugh Construction LLC	\$37,000
Taylor Excavating Services, LLC	\$35,203
Stockmeister Enterprises, Inc. , Jackson, Ohio	\$70,000

The bids were turned over to the County Engineer Office for review and recommendation. The following were in attendance: Josh Waugh, Waugh Construction; Justin Taylor, Taylor Excavating; and Ray Chapman, Stockmeister Enterprises, Inc.

BID AWARD – ENGINEER – LITTLE BULLSKIN ROAD EWP PROJECT

Commissioners were in receipt of the following recommendation and contract:

CONTRACT

This Agreement, made and entered into this 9th day of March, 2017 by and between the Board of County Commissioners of Gallia County, Ohio acting by and through Harold G. Montgomery, President, hereinafter designated the Owner, and Mullins Construction Co., Inc. of the City of Wheelersburg, County of Scioto and State of Ohio hereinafter designated the Contractor, for the Project Little Bullskin Road - EWP for the amount of \$43,900.00.

WITNESSETH, That the parties to these present, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the owner for itself, its successors and assigns,

and the contractor for themselves and their heirs, executors, administrators, successors and assigns, as follows:

That the contractor, in consideration of the sums of money herein specified to be paid by said owner to said contractor, shall and will at Mullins Construction Co., Inc. own cost and expense, furnish all labor, materials and equipment necessary

to complete the entire project in accordance with the Proposal submitted on February 23, 2017 and in accordance with the Specifications, General Provisions and Special Provisions and the Drawings therein mentioned which Specifications, General Provisions, Special Provisions and Drawings, together with Advertisement, Information for Bidders, Proposal and Bonds are hereby made a part of this Agreement, and incorporated by reference herein, all of work to be fully completed to the satisfaction of the Engineer and to the acceptance of the Board of County Commissioners, Gallia County, Ohio.

Attest: Contractor Mullins Construction Co., Inc. By s/ John W. Mullins, President

Board of Commissioners, Gallia County, Ohio, By: s/ Harold G. Montgomery, President

s/ David K. Smith, Vice President

s/ Brent Saunders, Commissioner

The President entertained a motion to award the bid and sign the contract as recommended by Engineer. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

BID AWARD – ENGINEER – CARTER ROAD EWP PROJECT

Commissioners were in receipt of the following recommendation and contract:

CONTRACT

This Agreement, made and entered into this 9th day of March, 2017 by and between the Board of County Commissioners of Gallia County, Ohio acting by and through Harold G. Montgomery, President, hereinafter designated the Owner, and Leininger Enterprises, LLC of the City of Hillsboro, County of Highland and State of Ohio hereinafter designated the Contractor, for the Project Carter Road - EWP for the amount of \$83,786.00.

WITNESSETH, That the parties to these present, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the owner for itself, its successors and assigns,

and the contractor for themselves and their heirs, executors, administrators, successors and assigns, as follows:

That the contractor, in consideration of the sums of money herein specified to be paid by said owner to said contractor, shall and will at Leininger Enterprises, LLC own cost and expense, furnish all labor, materials and equipment necessary to complete the entire project in accordance with the Proposal submitted on February 23, 2017 and in accordance with the Specifications, General Provisions and Special Provisions and the Drawings therein mentioned which Specifications, General Provisions, Special Provisions and Drawings, together with Advertisement, Information for Bidders, Proposal and Bonds are hereby made a part of this Agreement, and incorporated by reference herein, all of work to be fully completed to the satisfaction of the Engineer and to the acceptance of the Board of County Commissioners, Gallia County, Ohio.

Attest: Contractor Leininger Enterprises, LLC By s/ Lisa K. Leininger

Board of Commissioners, Gallia County, Ohio, By: s/ Harold G. Montgomery, President

s/ David K. Smith, Vice President

s/ Brent Saunders, Commissioner

The President entertained a motion to award the bid and sign the contract as recommended by Engineer. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea.

NATIONAL AGRICULTURE WEEK

In attendance for the Gallia County Farm Bureau: Gary Truance, Paul Shoemaker, Jake Bodimer, Clark Walker and Organization Director Kim Harless.

Kim Harless stated March 19th through 25th is National Ag Week and thanked the Commissioners for their support. The Commissioners also expressed their appreciation to the farmers in Gallia County and the Bureau for the hard work they provide to the County. The President entertained a motion to approve the proclamation. Brent Saunders made and David K. Smith seconded the motion to proclaim the following; Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

NATIONAL AGRICULTURE WEEK

When Americans sit down to a meal each day, we sometimes take for granted the quality, abundance and value of the food we eat. Our supermarkets, grocery stores and restaurants offer a tremendous selection of fruits, vegetables, meats, dairy products and other food items, but we often forget the hardworking men and women whose skill and effort put that food on our tables.

American agriculture plays a crucial role in strengthening our economy and in providing food for people around the world. While producing an abundance of safe and affordable food and fiber, our farmers also provide a source of jobs in our community. When you factor in all the jobs involved in processing, distributing and marketing food and fiber products, you see that American agriculture is truly everywhere and touches everyone in almost every way. American agriculture is our nation's largest employer. More than 22 million people today work in the agricultural industry. World population is expected to reach 7.9 billion by the year 2020 and American agriculture is poised to reach the demands of feeding this growing population.

Now, therefore, we, the Gallia County Commissioners, by virtue of the authority vested in us, do hereby proclaim March 19-25, 2017 as National Agriculture Week. We call upon citizens to acknowledge and celebrate the achievements of all those who, working together, produce an abundance of agricultural products that strengthen and enrich our community and our nation.

s/ Harold G. Montgomery, President

s/ David K. Smith, Vice President

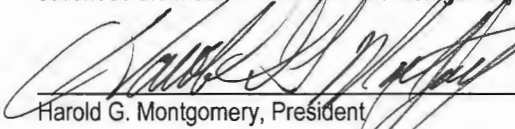
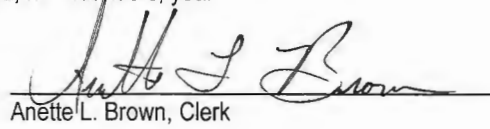
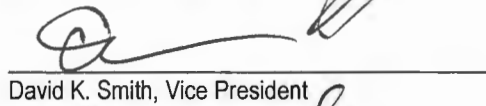
s/ Brent Saunders, Commissioner

ROAD VIEWING - WAYNE LANE

11:20 a.m. the Commissioners left the office to perform the required road viewing of Wayne Road (Raccoon Twp.) as required by the Ohio Revised Code when petitioned to rename; returning at 1:30 p.m.

ADJOURN

At 4:00 p.m. the President entertained a motion for adjournment. Brent Saunders made and Harold G. Montgomery 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