

JULY 2, 2019

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 Brent Saunders. Roll Call: President Brent Saunders, present; Vice President Harold G. Montgomery, present; Commissioner David K. Smith, present.

The President entertained a motion for approval of the June 27, 2019 minutes. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	Brent Saunders, Harold G. Montgomery & David K. Smith	7/11	Wellston, Ohio	Solid Waste Mtg

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

2019 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
6/30	11	0	0	0	10	0	0	0	10	12	0	0	0	0

BOBBI MONTGOMERY

Mrs. Bobbi Montgomery introduced herself to the commission as candidate for Ohio State Representative. She also noted she was here to observe and learn more about Gallia County. No action taken.

JUNE 2019 FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- The June 2019 Financial Reports for comparison with the June 2018 Financial Reports. The following was noted during the review:
 - 1/1/2018 beginning cash balance was \$2,386,549.22
 - 1/1/2019 beginning cash balance was \$1,579,015.82
 - Difference of (\$807,533.40)
 - 6/30/2018 ending cash balance was \$2,018,435.38
 - 6/30/2019 ending cash balance was \$817,371.22
 - Difference of (\$1,201,064.16)

AIRPORT – RESPONSE TO FAA

County Administrator Karen Sprague presented the Commission with 2 response letters to the FAA as follows:

- Letter #1 - Fuel Farm Maintenance/Repair invoice certification and documentation of fair market rent for County Storage/Maintenance Building
- Letter #2 – concurrent non-aeronautical use letter

Commissioners reviewed the letters as requested by the FAA. Brent Saunders entertained a motion to approve and sign the letters to the FAA as presented and forward all documents to the FAA. Harold G. Montgomery made and David K. Smith seconded that motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea.

HOUSING SEMI-ANNUAL PROGRAM INCOME REPORT

County Administrator Karen Sprague presented the Commission with the Housing Semi-Annual Program Income Report for the period of December 31, 2018 thru June 30, 2019 for the County's CHIP/HOME Grants Program Income, which must be submitted to the Ohio Development Services Agency, Office of Community Development. It was noted the balance in the Housing Program Income Fund is \$31,638.99. Brent Saunders entertained a motion that the Housing Program Income Report be approved as presented. David K. Smith made and Harold G. Montgomery seconded that motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea. The form is on file in the County's CDBG grant files.

**SEMI-ANNUAL REPORT
CDBG ED REVOLVING LOAN FUND**

County Administrator Karen Sprague presented the Commission with the Semi-Annual Report for the CDBG ED Revolving Loan Fund for the period of December 31, 2018 thru June 30, 2019, noting the balance in the ED RLF is \$25,606.08 and the entire amount has been committed to the PY 2019 CDBG Allocation grant for the Gallipolis Village Street Improvement Project. Brent Saunders entertained a motion that the report be approved as presented. Harold G. Montgomery moved and David K. Smith seconded that motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea. The form is on file in the County's CDBG grant files.

JULY 2, 2019

**RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-03-025-1)**

County Administrator Karen Sprague advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met its term, the 15% share will be paid in full as part of a refinance loan and therefore the County deferred mortgage is to be released in full effective the date payment in the amount of \$975.80 is received. The Prosecuting Attorney prepared the Release of Real Estate Mortgage forms. Mr. Smith made a motion to grant President Saunders the authority to sign the Release of Real Estate Mortgage for the following persons, after receipt of payoff:

- Amy Pearce

Mr. Montgomery seconded the motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea.

Release of real estate mortgage forms will be signed by Brent Saunders, as President of the Commission, and will be on file in the County's CHIP files.

BOARD OF ELECTIONS – SECRETARY OF STATE CYBER SECURITY GRANT

Commission President Brent Saunders entertained a motion to approve appropriation of the Ohio Secretary of State 2019 grant for a Board of Elections Cyber Security Update Project and to request the County Auditor's Office to create a new fund for this grant titled "**BOE Cyber Security Grant**", give that grant fund number 371, and to appropriate the \$50,000 loan funding into line items as follows:

Appropriate \$50,000 into 371.0371.531100 title BOE Cyber Security Grant

Also, request the County Auditor's Office to create the following revenue line items:

Create 371.3000.400100 Secretary of State Grant Revenue (estimated revenue \$50,000)

Also, to instruct the Treasurer's Office that the Ohio Secretary of State requires this be an interest bearing account earning interest on a monthly basis. Further noting the money will need to be expended by June 30, 2020 or the balance of funds including interest must be returned to the state.

David K. Smith moved and Harold G. Montgomery seconded this motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea.

PROSECUTING ATTORNEY

Assistant Prosecutor Randy Dupree met with the commission for their weekly update, review and advice on any legal issues. No action taken.

EXECUTIVE SESSION – DJFS - PERSONNEL

At 10:04 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn and Economic Development Director Melissa Clark to discuss personnel. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Saunders, yes; Mr. Montgomery, yea; Mr. Smith, yea. Returned to regular session at 10:16 a.m.; no action taken.

AUDITOR OF STATE LIAISON

Dominic Ciano southeast liaison for Ohio Auditor of State introduced himself to the commission and discussed various county and state issues. No action taken.

EXECUTIVE SESSION – SHERIFF – PERSONNEL

At 10:36 a.m. the President entertained a motion to enter into executive session with Sheriff Matthew D. Champlin and Chief Deputy Troy Johnson to discuss personnel. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yes; Mr. Montgomery, yea; Mr. Smith, yea. Returned to regular session at 11:17 a.m.; no action taken.

SHERIFF – PRISONER HOUSING CONTRACT WITH MONROE COUNTY

**CONTRACT FOR HOUSING PRISONERS IN THE
MONROE COUNTY JAIL**

WHEREAS, this contract is made this 1st day of July, 2019, by and between the Board of County Commissioners of Monroe County, Ohio, hereinafter referred to as "County", the Sheriff of Monroe County, Ohio, hereinafter referred to as "Sheriff", and the Board of County Commissioners of Gallia hereinafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Monroe 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 are 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 Monroe County Jail the following persons:
 - a. All persons arrested by Contractor 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 Monroe 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 County agrees to reserve and provide exclusively for use the use by Contractor twenty-five (25) beds. Contractor agrees to pay the agreed upon rate per day per bed, regardless of whether or not Contractor has utilized all twenty-five (25) beds.
3. The cost to be paid to the County by the Contractor shall be the amount of fifty dollars (\$50.00) per bed per day for one year from the date this Agreement is executed. Starting one (1) year from the date this Agreement is executed, and continuing for a period of one (1) year, the Contractor shall pay to the County fifty-five (\$55.00) dollars per bed per day. In the event that the County accepts in excess of twenty-five (25) inmates per day, the Contractor agrees to pay sixty-five (\$65.00) dollars per bed per day for any bed in excess thereof. For purposes of determining compensation, any calendar day, or part thereof, shall constitute one (1) day.
4. Should the Contractor elect to continue this Agreement beyond the two (2) years, then starting two (2) years from the date this Agreement is executed, the County agrees to reserve and provide exclusively for use the use by Contractor thirty (30) beds at the rate of fifty-five (\$55.00) dollars per bed per day, regardless of whether or not Contractor has utilized all thirty (30) beds. In the event that the County accepts in excess of thirty (30) inmates per day, the Contractor agrees to pay sixty-five (\$65.00) dollars per bed per day for any bed in excess thereof.
5. Prisoners confined in the Monroe County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
6. 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 or injury that has not been treated prior to entry into the Monroe County Jail, or having received prisoner thereafter.
7. Sheriff may refuse to receive any prisoner based upon internal security conditions of the jail or any other reason that the Sheriff deems pertinent at the time. In the event that the Sheriff exercises this option, Contractor shall only be responsible for payment at the applicable daily rate for those beds actually utilized by Contractor.
8. 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.
9. Contractor shall transport and provide security anytime a prisoner must leave the Monroe County Jail for any reason, unless a court orders that no transportation or security is needed.
10. Contractor shall bear the expense of the burial of a prisoner who dies in the Monroe County Jail, if the body is not claimed for interment at the expense of friends or relatives.
11. No person under eighteen (18) years of age shall be received except on the approval of the Monroe County Juvenile Court.
12. The Monroe 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 Monroe County Sheriff at 47129 Moore Ridge Road, Woodsfield, Ohio 43793 within thirty (30) days of the date of the statement. The Monroe County Sheriff may refuse to accept prisoners if timely payment is not made.
13. 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 the Monroe County Commissioners, Common Pleas and Probate Juvenile Judges, and the Department of Rehabilitation and Corrections.
14. Anytime the Contractor arrests an individual for domestic violence, violations of a protection order, or menacing threats by stalking, the Contractor will be responsible for attempting to make notification to the victim of the offender's being released from the Monroe County Jail.
15. This agreement may be terminated by either party during the term by giving the other party a minimum of six (6) months written notice.
16. This agreement shall be effective on July 2nd, 2019, and terminate on June 30, 2022.
17. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.
18. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement.

This agreement entered into on behalf of the Gallia County Commissioners

Pursuant to Resolution Ordinance Number _____ passed July 2, 2019.

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.

Monroe County Commissioners
s/ Tim D. Price, President
s/ Carl M. Davis, Vice President
s/ Mitchell L. Schumacher, Commissioner

Witness
s/ Sheila Turner, Clerk
s/ Charles R. Black, Jr., Sheriff

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

Witness
s/ Randy Dypree, Assistant Prosecuting Attorney
s/ Matthew D. Champlin, Sheriff

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

JULY 2, 2019

BID OPENING – 2019 GALLIA COUNTY ROAD IMPROVEMENT

The Engineer noted the 2019 Gallia County Road Improvement project is being funded with 51% OPWC (\$400,000) and 41% (\$272,984) Gallia County Engineer, additional roads Gallia County Engineer (\$252,219) and the total project cost estimate is \$925,202.84. The project is in Multiple Township: Watson, Ambleside, Kerr, Mill Creek, Clark Chapel, Adamsville, Porter, Vanzant and Ward Roads. Noted no other bids were received after 11:00 a.m. At 11:18 a.m. President Brent Saunders opened the following bid for the County Engineer Project:

Company	Total Bid
The Shelly Company	\$875,810.05

The bids were turned over to the county engineer for review and recommendation. The following were in attendance: Trevor Small, The Shelly Company; Beth Lozier and Mariah Hineman, Gallia County Engineer's office; Steve McGee, Gallia County Treasurer; Roger Walker, Gallia County Recorder; Tony Gallagher, City of Gallipolis and Bobbi Montgomery, candidate for State Representative.

COUNTY ENGINEER - OPWC GRANT DISBURSEMENT REQUEST # 1

Commission received Disbursement Request # 1 for the Gallia County Engineer's OPWC Grant/Loan for the Bulaville Pike Slip Repair Project. The disbursement request noted the County Engineer has expended \$32,960 and will be reimbursed for that expenditure and that ODOT has paid the balance of the project cost \$131,840 for a total project cost of \$164,800. Brent Saunders entertained a motion to approve disbursement request # 1 as submitted. Harold G. Montgomery moved and David K. Smith seconded the motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea.

EXECUTIVE SESSION - CONFERENCE CALL – LEGAL

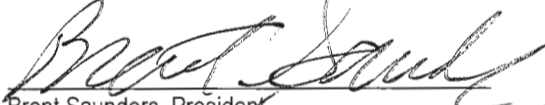
At 11:32 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague on a conference call with Dennis Schwallie for bond counsel. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Saunders, yes; Mr. Montgomery, yea; Mr. Smith, yea. Returned to regular session at 12:02 p.m.; no action taken.

ROAD VIEWING – ALLEY IN VILLAGE OF RODNEY

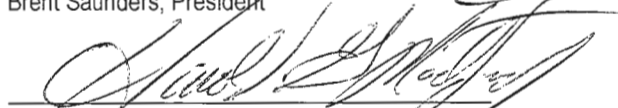
1:00 p.m. the Commissioners perform the required road viewing of Alley in Village of Rodney (Springfield Twp.) as required by the Ohio Revised Code when petitioned to vacate; returning at 2:30 p.m.

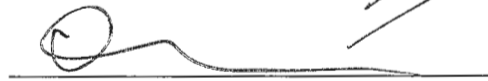
ADJOURN

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


Brent Saunders, President


Anette L. Brown, Clerk


Harold G. Montgomery, Vice President


David K. Smith, Commissioner

CASTO & HARRIS, INC. — RE-ORDER NO. 19928-18