

**AUGUST 1, 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 July 25, 2019 minutes. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
DJFS	Kelli Dewitt & Alyssa Sands	8/14 & 8/15	Columbus, Ohio	New Managers & Supervisors Training
Clk of Cts	Noreen Saunders	8/20 & 8/21	Columbus, Ohio	OCCA Monthly Mtg
DJFS	Kelli Dewitt & Kathy Campbell	8/23	Columbus, Ohio	Title IV-D Cost Reimb. & Proj Training

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
7/28	9	0	2	0	9	0	0	0	11	10	0	0	0	0

**D&K PERMANENT APPOINTMENT**

Anette L. Brown, Clerk noted the probation period expired 7/22/2019 for D&K employee, Alonna Grimm. County Administrator Karen Sprague recommended the permanent appointment of Alonna Grimm as "Assistant Dog Warden/Canine Shelter Manager", an unclassified position, at a pay rate of \$9.50 per hour and 59 hours biweekly effective 7/22/2019. The President entertained a motion to approve the action as recommended by the County Administrator. David K. Smith moved and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**FINANCIAL REPORT REVIEW**

County Administrator Karen Sprague provided the Commission with the following on behalf of County Administrator Karen Sprague:

- Sales Tax Distribution Report for July 2019
- Ohio Dept of Taxation memo regarding LGF for calendar year 2020 – Gallia County remains same at \$750,000 which is shared with Townships, Villages & Park District (note \$750,000 is a minimum threshold)
- CCAO Biennial Budget Bill memo
- Ohio Public Defender memo noting 2020 reimbursement at 70% & 2021 reimbursement at 90%
- 16<sup>th</sup> & 17<sup>th</sup> Amended Certificate of Estimated Resources

**CDBG CRITICAL INFRASTRUCTURE GRANT (B-X-17-1AY-1) FINAL PERFORMANCE REPORT**

County Administrator Karen Sprague presented the Commission with the Final Performance Report for the period January 1, 2018 thru July 30, 2019 for the County's FY 2017 CDBG Critical Infrastructure Grant (B-X-17-1AY-1) which must be submitted to the Ohio Development Services Agency. The following projects were noted completed:

- Greenfield Twp. Bridge Repair – Repair of Gallia & Wagoner Road Bridges – Grant \$51,500 (\$35,380 spent – balance of \$16,120 released back to ODSA, OCD)
  - Local Match - \$20,000 projects (\$20,328.06 spent as in-kind match)
- Administration – Grant \$5,700 (\$5,700 spent)
- Total Grant Award \$57,200; Grant Expended \$41,080; Local Match expended \$20,328.06

Brent Saunders entertained a motion that the Final Performance Report be approved as submitted to ODSA. 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. The form is on file in the County's CDBG grant files.

**GREEN SEWER PHASE 1 PAYMENT RESOLUTION # 30 (FINAL)**

County Administrator Karen Sprague presented the Commission with Payment Resolution # 30 for the Green Sewer Phase 1 Project for the following items:

- Bricker & Eckler LLP invoices for Fields Excavating Lawsuit Inv. # 741850 & 743621 - \$206.25
- Total = \$206.25
- Payment Breakdown:
  1. OWDA - \$206.25

President Brent Saunders entertained a motion to approve pay resolution # 30. David K. Smith moved and Harold G. Montgomery seconded a motion to approve payment resolution # 30 as submitted. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea.

AUGUST 1, 2019

**OWDA - GREEN SEWER PHASE 1 CONSTRUCTION GRANT/LOAN DISBURSEMENT REQUEST # 18 (FINAL)**

County Administrator Karen Sprague presented the Commission with OWDA Disbursement Request # 18 for the Green Sewer Phase 1 Project for the following items:

- Bricker & Eckler LLP invoices for Fields Excavating Lawsuit Inv. # 741850 & 743621 - \$206.25
- Total = \$206.25

David K. Smith moved and Harold G. Montgomery seconded a motion to approve OWDA disbursement request # 18 and the following memo entry as submitted. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea.

**GREEN PHASE 2 SEWER USDA GRANT/LOAN APPROPRIATION APPROVAL**

Commission President Brent Saunders entertained a motion to approve appropriation of the USDA Grant/Loan for the Green Phase 2 Sewer Project and to request the County Auditor's Office to create a new fund for this grant titled "**Green Sewer 2-USDA Grant/Loan**", give that grant fund number 372, and to appropriate the \$3,761,000 funding into line items as follows:

Appropriate	\$2,148,000	into	372.0372.531100	title	USDA Grant Green Sewer 2
Appropriate	\$1,613,000	into	372.0372.531101	title	USDA Loan Green Sewer 2

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

Create	372.3000.400100	USDA Grant Revenue (estimated revenue \$2,148,000)
Create	372.3000.400101	USDA Loan Revenue (estimated revenue \$1,613,000)

David K. Smith moved and Harold G. Montgomery seconded this motion to be in effect retroactive to 7/25/2019. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea.

**GREEN SEWER PHASE 2 – OEPA PTI APPLICATION RESUBMITTAL**

Commission received the OEPA Permit to Install application for the Green Sewer Phase 2 Project from Stantec, Project Engineering Firm, for approval and signing. The submission fee is \$200 and will be paid for with OWDA Planning Loan funds. Brent Saunders entertained a motion that the OEPA PTI application be approved and signed by the Commission as presented. Harold G. Montgomery made and David K. Smith seconded the motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea.

**COUNCIL ON AGING – LEASE AGREEMENT**

Harold G. Montgomery made and David K. Smith seconded the motion to approve the renewal lease agreement with Gallia County Council on Aging as follows. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

LEASE AGREEMENT  
AUGUST 1, 2019

THIS AGREEMENT made and concluded at Gallipolis, Ohio, this 1<sup>st</sup> day of August, 2019, by and between the Board of County Commissioners of Gallia County, Ohio, hereinafter called Commissioners or Lessor and Gallia County Council on Aging, a non-profit corporation, Gallipolis, Ohio, hereinafter called Corporation of Lessee.

WITNESSETH:

The interests of Gallia County so require, and Ohio Revised Code Section 307.09 so permits a Board of County Commissioners to lease real estate belonging to the county to a Corporation not for profit for recreational purposes; and

WHEREAS, said Corporation desires to lease from Commissioners for recreational purposes a portion of the Gallia County Home, which purposes are not deemed to be inconsistent with the need of such land for public use by the County; and

WHEREAS, said Commissioners desire to lease to said Corporation a designated portion of the Gallia County Home located at 1165 State Route 160, Gallipolis, Ohio, for the purpose aforesaid; and

WHEREAS, the parties agree that the Corporation, at no time in the future, will assign or transfer its rights under this agreement; and

WHEREAS, the parties agree that in the event said Corporation does not use the facilities for the purposes expressed herein and fails to abide by the conditions set forth herein, Commissioners will take back possession of said facilities and use the same for its original purpose.

NOW, THEREFORE, BE it agreed by and between the parties hereto upon the considerations aforesaid and hereafter as follows:

1. Said area designated by the parties located at the address herein before referred to is leased to said Corporation for the term of five (5) years commencing August 1, 2019 and ending on July 31, 2024.

2. That the consideration for said Lease shall be the sum of one (1) dollar per year, payable in advance each year during said term and the benefits conferred upon the populace of this County by having an existing Corporation to provide for the recognized recreational need. Either party, however, may terminate this lease by giving ninety (90) days written notice of such intention to the other party.

3. The first payment under this lease will be due payable August 1, 2019. Subsequent payments will be due and payable the first of August each year hereafter for the term of this lease.

4. Lessee shall have the right and option to renew lease for a further term of five (5) years, commencing on the expiration of the term hereof, at the same rental and subject to all the terms, covenants and provisions of this lease. Said option shall be exercised by giving Lessor written notice of Lessee's intention to exercise said option no less than thirty (30) days prior to date of expiration of the term hereof, provided no defaults exist in the covenants, agreements, terms and conditions on the part of the Lessee to be kept and performed or in payment or rent hereunder. Said renewal option shall in no way be extended by interim renewals, to exceed (40) years from the date of the first renewal.

5. Lessee agrees to carry adequate liability insurance to cover the portion of county property leased herein and used by the Corporation.

6. Lessor shall have the right to make such additions, alterations, and improvements in and to the building on the demised premises as is deemed necessary or desirable provided, however, that in constructing such additions, alterations, or improvements, Lessor does not unreasonably interfere with the operation of Lessee's activities.

7. Lessee agrees to make no structural changes or alterations in the premises or the improvements thereof without first obtaining Lessor's written consent, and any permissions given by the Lessor to make structural changes or alterations shall be on condition that the work shall be at the Lessee's expense, unless otherwise agreed in writing, and shall be in accordance with the

AUGUST 1, 2019

Building Code of the State of Ohio, and shall be such as not to weaken any structure or building. All additions, fixtures, improvements and repairs made upon said premises by Lessee are thereafter the property of the Lessor.

8. In the event that Lessee erects any alterations or improvements to the premises as hereinabove provided, Lessee hereby agrees to and does indemnify Lessor against any mechanics liens that may be filed against the within demised premises for labor, and/or material furnished, and in the event any such lien is filed, Lessee will immediately pay the same and cause it to be satisfied and discharged of record.

9. Lessee shall not commit or suffer any waste or damage to any building or improvements on the demised premises.

10. Lessee agrees that Lessor or its representatives shall have the right at all reasonable times to enter upon and to inspect the demised premises to ascertain that Lessee is carrying out the terms, conditions and provisions hereof, and to make the necessary repairs, improvements and alterations as hereinabove provided.

11. Lessee shall, upon termination of the lease by lapse of time or otherwise, surrender up and deliver the premises together with all improvements made thereon by Lessee in as good order and repair as when first received or constructed by him, reasonable wear and use thereof and damage by fire and the elements excepted.

12. Lessee agrees to indemnify and save Lessor harmless from all loss, cost and expense by reason of injury to any person or personal property on or about the demised premises, which results from the careless or improper conduct on the part of Lessee's agents or employees. Lessee further agrees to carry public liability insurance in the amount sufficient to cover its use of said premises.

13. It is distinctly understood between the parties hereto that all agreements and understandings of any character heretofore had between them are embodied in this instrument, and no changes shall be made herein unless the same shall be in writing and duly signed by the parties hereto in the same manner and form as this lease has been executed.

14. Any personal property in the demised premises shall be kept at the risk of the Lessee only, and Lessor shall not be liable for any damage to said personal property, or said premises, or to Lessee arising from the bursting or leaking of water or steam pipes, or from the accident or neglect of any other person whatsoever other than willful or negligent acts of the Lessor, its officers, agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seal the day and year first written above herein.

WITNESS IN THE PRESENCE OF:  
*s/ Anette L. Brown, Clerk to the Board*

GALLIA COUNTY COUNCIL ON AGING  
*s/ Shirley A. Doss, Executive Director*

WITNESS IN THE PRESENCE OF:  
*s/ Karen Sprague, County Administrator*

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

STATE OF OHIO, GALLIA COUNTY, OHIO, SS:

Personally appeared before me, a Notary Public, in and for said county, the above who acknowledged that they did sign the foregoing instrument and that the same in the free act and deed of each of them personally, and as such officers, under authority of resolutions properly approved.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 1<sup>st</sup> day of August, 2019.

*s/ Kim Elliott*  
NOTARY PUBLIC

**COUNTY ENGINEER UNION CONTRACT**

County Engineer Brett Boothe presented the Union Contract with effective dates of August 1, 2019 through July 31, 2022 for approval and signature of the Commission. The contract has been signed and approved by Engineer Brett Boothe. The President entertained a motion to sign and approve the contract. Based upon the recommendation of the county engineer, Harold G. Montgomery made and David K. Smith seconded the motion to approve the contract. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

**COUNTY ENGINEER - MEMORANDUM OF AGREEMENT**

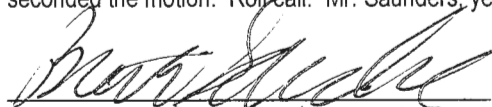
The county engineer submitted a Memorandum of Agreement (MOA) between the Ohio Department of Transportation (ODOT) and the Gallia County Commissioners. The purpose of this MOA is to establish the relationship and responsibilities between ODOT and the County to fund and produce an updated digital cadastral geospatial dataset. The President entertained a motion to approve the MOA as submitted upon the recommendation of the county engineer. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

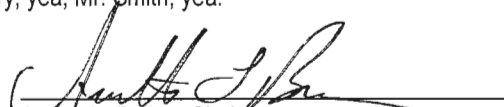
**DJFS**

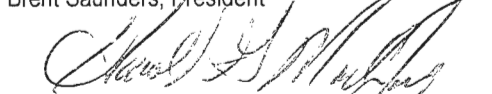
Director Dana Glassburn gave basic update to the Board of Commissioners. No action taken

**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