

JANUARY 2, 2020

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.

RE-ORGANIZATION MEETING

At 9:01 p.m. on January 2, 2020 as advertised, the Commissioners met for the re-organization meeting as required by the Ohio Revised Code Section 305.05 on or before the second Monday of January. Commissioners present: President Brent Saunders, Vice President Harold G. Montgomery, Commissioner David K. Smith.

OFFICERS ELECTED

President Brent Saunders entertained a motion to nominate a president for 2020. David K. Smith nominated Harold G. Montgomery for president of the 2020 Board of Commissioners and Brent Saunders seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, abstain; Mr. Smith, yea. Brent Saunders made the motion to nominate David K. Smith for vice-president. Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, abstain; Mr. Saunders, yea.

MEETING TIME SET

David K. Smith made and Brent Saunders seconded the motion to continue the weekly meetings on Thursdays from 9:00 a.m. until business is completed and to conduct the meetings in Room 1292 of the Gallia County Courthouse, 18 Locust Street, Gallipolis, OH. Roll: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

2020 BOARD DESIGNATIONS & APPOINTMENTS

The following boards will be represented by the Commission as designated below: David K. Smith made and Brent Saunders seconded the following designations. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

Board	2020 Member
Ariel Board of Directors	David K. Smith
Board of Revisions	Brent Saunders
Broadband Committee	Harold Montgomery
Canine Management Committee (BOC Vice President)	David K. Smith
Community Action Agency	All Alternate: Karen Sprague Alternate: Melissa Clark Alternate: Anette Brown
Community Improvement Corporation	Harold Montgomery
Data Processing (BOC President)	Harold Montgomery
SR 35 Corridor	Harold Montgomery
Exotic Animals	David K. Smith
Family & Children First Council	Brent Saunders
Family Svcs Planning Committee (BOC President & FCFC)	Harold Montgomery & Brent Saunders
Gallipolis in Bloom	David K. Smith
GJMV Solid Waste Management District	All
Health Dept. – Advisory Council (BOC President)	Harold Montgomery
Infrastructure Committee	Brent Saunders
Keep Gallia Beautiful	Harold Montgomery
Local Emergency Planning Committee (BOC President)	Harold Montgomery
Local Corrections Planning Board	Brent Saunders
Ohio Public Works Commission Integrating Committee	Harold Montgomery
Our House Museum	David K. Smith
Ohio Valley Resource Conservation & Development	David K. Smith
Planning Commission	David K. Smith
Records Commission	Harold Montgomery
Renewable Energy Committee	Brent Saunders & Harold Montgomery
Security Committee	Brent Saunders
Sewer Committee (Health Dept.)	Brent Saunders
SOACDF Tobacco Board	Harold Montgomery
Tax Incentive Review Council (TIRC)	All
Threat Risk Assessment	David K. Smith
TID	Harold Montgomery

COUNTY BUSINESS

The President Montgomery entertained a motion for approval of the December 26, 2019 minutes. Brent Saunders moved and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

January 2, 2020

2020 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
12/29	8	3	2	0	0	0	0	0	5	11	0	0	0	1

FY 2020 PROPOSED DATES FOR CDBG PROGRAM

County Administrator Karen Sprague presented the Commission with the proposed dates for the FY 2020 CDBG Program:

- Friday, February 21, 2020 - Publish first public hearing notice
- Tuesday, March 3, 2020 - First (1st) Public Hearing for Twps., Villages, City Manager, Co. Engineer, & Public (To be held at 7:00 PM - Gallia County Courthouse - 2nd floor meeting room)
- Friday, April 10, 2020 - CDBG Applications due to County Commissioner Office by 4:00 PM
- Friday, April 17, 2020 - Publish notice for 2nd Public Hearing (Must allow 10 days between notice and actual hearing date)
- Thursday, May 7, 2020 - CDBG 2nd Public Hearing Announcing Projects that are chosen for funding TIME: 11:00 AM in the Gallia County Commissioners Office
- Friday, June 12, 2020 – CI & NR applications due to OCD by 5:00 PM
- FY 2020 CD Allocation Grant as follows: none for 2020
- FY 2020 Critical Infrastructure Competitive Set Aside Grant as follows: limit of \$500,000 per project (2 projects)
- Counties may apply on behalf of non-direct cities, villages, and unincorporated areas. Critical Infrastructure Program Principles: The Critical Infrastructure Program was created to assist communities with funding for high priority, single-purpose, projects, such as roads, flood and drainage and other public facilities projects with high community-wide impact and that benefit primarily residential areas. Eligible Activities: Eligible activities include constructing, reconstructing or rehabilitating infrastructure components. Eligible infrastructure components include streets and bridges; sidewalks; flood and drainage; water and sanitary sewer and fire protection or community facilities. Requires minimum 10% local match. OCD will start accepting letters of interest May 1, 2020.

2021 BUDGET PROCESS PROPOSED DATES

County Administrator Karen Sprague presented the Commission with proposed dates for the 2021 budget process as follows:

- July 31st, Friday Budget forms to departments
- Sept 1st, Tuesday Budget requests due to Commissioners Office
- Sept 4th, Friday Publish notice of public hearing to be held 10/15/2020
- Sept 4th, Friday Publish public notice of filing tax budget in Auditors Office on 9/30/2020
- Sept 30th, Wednesday Two copies of tax budget must be filed with County Auditors Office
- Oct 15th, Thursday Public hearing – Tax Budget
- Oct 15th, Thursday Tax Budget adopted by Commissioners (no later than Oct 15th)
- Oct 15th, Thursday Tax Budgets submitted to Auditor (no later than Oct 15th)
- Nov 4th, Wednesday Estimated date budget commission meets
- Dec 10th, Thursday County Commission must pass resolution authorizing the necessary tax levies as calculated by the County Auditor
- Dec 24th, Thursday Adopt 2021 Appropriation Resolution
- Jan 4th, Monday On or about January 1st the County Auditor must certify the total amount available from all sources from each fund established in the tax budget. The Budget Commission then revises its estimate of the amounts and certifies an amended official certificate to the County Commissioners

MMO TERMINATION LETTER

County Administrator Karen Sprague presented the Commission with the following termination letter for MMO. The President entertained a motion to approve and sign the letter as presented. David K. Smith moved and Brent Saunders seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

1/2/2020

Medical Mutual of Ohio
Attn: Jeff Fleming
175 S. 3rd Street, Suite 330
Columbus, OH 43215

RE: Termination of Gallia County Group Benefit

Dear Jeff:

Please be advised that during the Commissioner's regular session meeting on January 2, 2020, it was voted to terminate the Group Benefit Coverage for employee health insurance with Medical Mutual of Ohio effective midnight on January 31, 2020.

We thank you and Medical Mutual for your exceptional service over the past years. Our decision to change carriers was solely based on cost, as we have had no complaints with the service and quality of our Medical Mutual Insurance Plan. Your dedication to serving our group has been very much appreciated and we hope that you will continue to consider serving our group health insurance in the future.

Should you have any further questions in this regard please let us know.

Respectfully submitted,
Harold G. Montgomery, President
Gallia County Commissioners

cc: John & Scott Saunders

January 2, 2020

CEBCO PARTICIPATION AGREEMENT

County Administrator Karen Sprague presented the Commission with the 2020 CEBCO Participation Agreement, 2020 CEBCO Rate Acceptance Form & 2020 CEBCO Summary of Benefits for approval and signing by the County Commissioners. President Montgomery entertained a motion to approve and sign the documents as presented. Brent Saunders moved and David K. Smith seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC.
PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the County Employee Benefit Consortium of Ohio, Inc. ("CEBCO"), an Ohio corporation not for profit, and Gallia County, Ohio (the "Member"), a political subdivision of the State of Ohio. This Agreement shall commence at 12:01 a.m. on the 1st day of January, 2020, and shall terminate at 11:59 p.m. on the 31st day of December, 2022.

I. RECITALS

1.1 The purpose of CEBCO is to assist its Members in controlling employee benefit plan costs. CEBCO is not intended to operate as an insurance company, but rather is a corporation not for profit through which political subdivisions of the State of Ohio may collectively pool their resources to purchase employee benefit programs.

1.2 The Member is a political subdivision of the State of Ohio as "political subdivision" is defined in Section 9.833 of the Ohio Revised Code and the Member performs certain governmental functions and services as those terms are defined therein.

1.3 The Member desires to contract with CEBCO in order to obtain employee benefit plan coverage and administrative services relating to certain employee benefit plans for its officials, employees, and their eligible dependents.

1.4 The Member acknowledges that this Agreement is a contract with CEBCO and each political subdivision that is a member of CEBCO and that CEBCO may contract with other political subdivisions wishing to participate, at the discretion of CEBCO.

1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted in due course to authorize the execution of this Agreement and participation in CEBCO.

1.6 This Agreement is made pursuant to the authority granted by Section 9.833 of the Ohio Revised Code.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CEBCO's program.

"Benefit Proposal" shall mean the final benefit and rate proposal submitted to the Member each year by CEBCO, to provide medical, dental, prescription drug and/or life insurance coverage.

"Board" shall mean the Board of Directors of CEBCO. Further information on the Board is contained in the CEBCO Code of Regulations.

"Funding Rates" shall mean the Member's share of the cost of funding, operating and maintaining the CEBCO benefit programs, as further set forth in Article VI of this Agreement. The Funding Rates will be actuarially determined each year and are intended to cover the annual costs of the benefit programs.

"Incurred but not Reported Claims" shall mean claims that have been incurred but not reported to the CEBCO claims administrator or insurer.

"Program Costs" shall mean those costs described in Article VI of this Agreement.

III. CEBCO'S OBLIGATIONS

3.1 Acceptance of Member. Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CEBCO agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

3.2 Provision of Coverage. CEBCO agrees to provide the coverages shown in the Benefit Proposal, and to set rates annually therefor. Coverage may be provided in whole or in part by administrative agreements, insurance policies or by other appropriate means of providing such coverage.

3.3 Report of Actuary. Within ninety (90) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written report by a member of the American Academy of Actuaries concerning the benefit program operated by it. Such report shall certify whether, in the exercise of sound and prudent actuarial judgment, the amounts reserved by CEBCO to cover the potential cost of health care benefits for the officials, employees and eligible dependents of its Members are sufficient for such purpose, are computed in accordance with accepted loss reserving standards, and are fairly stated in accordance with sound loss reserving principles. The report shall also include the aggregate amounts so reserved and aggregate disbursements made from such funds.

3.4 Financial Audit. Within one-hundred fifty (150) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written financial audit of CEBCO for the preceding year by an independent certified public accounting firm.

3.5 Reports to Members. CEBCO will provide to each Member an annual summary of the Member's claims experience and renewal rate calculation. Members will have access to additional reports on a quarterly basis.

3.6 Appeals Process. CEBCO will provide a claims appeals process for the review of denied claims. The CEBCO appeals process will only be available once the vendor/administrator appeals process has been exhausted.

IV. MEMBER'S OBLIGATIONS

4.1 Acceptance of Membership. Subject to the provisions of this Agreement regarding withdrawal or expulsion, the Member agrees to become a member of CEBCO and to remain such for the term of this Agreement, and to perform the duties and obligations set forth below.

4.2 Payments. The Member shall promptly pay all Funding Rates associated with the coverages it elects, as such Funding Rates are set and billed to the Member by CEBCO and as outlined in Section VI of this Agreement. Failure of the Member to pay its Program Costs within ten (10) days of the due date shall be considered a delinquency. In the event of a delinquency, interest at the rate of five percent (5%) per annum may be added to the amount due and owing.

4.3 Collective Bargaining Agreements. This Agreement is not intended to be incorporated into any collective bargaining agreements of the Member. It is the Member's responsibility to assure that compatible provisions are included in any collective bargaining agreements.

4.4 CEBCO Procedures. Every Member shall furnish all the information which may legally be released and which CEBCO deems necessary and useful for the purposes of this Agreement and shall abide by the procedures adopted for the administration of the coverages shown in the Benefit Proposal and accepted by the Member.

4.5 Insurance and Reinsurance. CEBCO may purchase insurance, stop loss or excess loss coverage, and/or reinsurance, and each Member is subject to the terms and conditions of any such insurance, stop loss or excess loss coverage, or reinsurance.

4.6 Voting Representative. The Member agrees to designate a voting representative and alternate in accordance with CEBCO's Code of Regulations.

4.7 Cooperation. The Member will cooperate fully with CEBCO in activities relating to the purposes and powers of CEBCO, including allowing the attorneys and others designated by CEBCO to represent any Member in the investigation, settlement, and litigation of any claim made against the Member or CEBCO within the scope of the benefit programs provided by CEBCO.

4.8 Report to CEBCO. The Member agrees to report to CEBCO as soon as reasonably possible, all incidents or occurrences that would reasonably be expected to result in CEBCO being required to consider a claim against the Member, its agents, officers, or employees, within the scope of a Benefit Plan being furnished by CEBCO.

4.9 Withdrawal. The Member's rights as to withdrawal shall be governed by Article VIII of this Agreement.

4.10 Membership in CCAO. The Member agrees that it will remain a member of the County Commissioners Association of Ohio during the term of this Agreement.

4.11 Administrative and Service Agreements. CEBCO will enter into various administrative and service agreements for the purpose of operating the benefit programs. The Member agrees to be bound by the terms and conditions of such agreements.

V. PROGRAM DESCRIPTION

CEBCO intends to provide medical, dental, prescription drug and life insurance coverages for the officials, employees and dependents of its Members. The medical, dental and prescription drug programs are self-funded programs that are supported by the contributions of the Members. The amounts necessary to fund the benefit programs will be established annually by the Board, with the advice of its insurance and actuarial advisors.

Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the Members.

VI. MEMBER CONTRIBUTIONS

6.1 Funding Rates. CEBCO will bill for, and the Member will pay, Funding Rates as set forth in this Section. The Member's share of the cost of funding, operating and maintaining the benefit consortium ("Funding Rates") shall consist of all the following:

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- a. its claims fund contribution;
- b. its incurred but not reported claims contribution;
- c. its claims contingency reserve fund contribution; and
- d. its fixed costs.

The Member understands that the cost components set forth in items a. through d. above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance).

The Member further understands that its share of the cost has been computed by CEBCO's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

6.2 Surplus. The Board, in its sole discretion, may apply surplus funds toward the contributions of Members for any subsequent year, return some portion of such surplus, or retain all such funds to create a reserve against future loss and/or to fund any other necessary and proper cost, liability and/or expense of CEBCO. Distribution of any surplus funds may be based on each Member's and the CEBCO's loss experience and such other factors as the Board deems appropriate under the circumstances.

6.3 Deficits. As specified in Section 8.2 of this Agreement, upon Withdrawal Prior to Expiration of Agreement, the Member will be responsible for the payment of any and all deficits that are attributable to the Member during its participation in CEBCO.

6.4 Assessments. The Funding Rates quoted in the Benefit Proposal are projected to cover the annual Member contributions for the quoted benefit period. However, the Board reserves the right to charge an assessment if needed to maintain the financial solvency of CEBCO.

VII. TERM OF AGREEMENT

7.1 Initial Term. The initial term of this Agreement is the period specified in the introductory paragraph of this Agreement. The Member agrees to remain a Member for the entire Initial Term. The Member may then commit to continue participation in three-year cycles. The Member shall remain fully liable and responsible for meeting any and all of its duties, liabilities and responsibilities hereunder, including, but not limited to, the monthly payment of its Funding Rates and the payment of any assessments during any three year term.

7.2 Notice of Subsequent Terms. No later than thirty (30) days following its receipt of notice from CEBCO that the term of this Agreement is expiring and that the program will be renewed, the Member shall notify the Board in writing whether or not it intends to continue its participation beyond the expiring term.

VIII. WITHDRAWAL AND RE-ENTRY

8.1 Withdrawal Upon Expiration of Agreement. Upon the expiration of this Agreement, the Member may withdraw from any or all of the benefit plans of which it was a participant without penalty. The Member will be responsible for paying the Funding Rates (as defined in Section 6.1 hereof) and assessments, if any, that were applicable during the term of this Agreement. From and after the effective time of withdrawal, neither CEBCO nor its agents shall have any liabilities to the Member to provide employee benefits. No withdrawing Member shall have any rights whatsoever to participate in the distribution of the surplus funds of CEBCO, and shall remain responsible for any assessments made by the Board for any one or more years of the Member's participation in CEBCO.

8.2 Withdrawal Prior To Expiration of Agreement. If the Member withdraws from CEBCO prior to expiration of this Agreement, the Member will be responsible for paying any outstanding Funding Rates (as defined in Section 6.1 hereof) and all assessments made by the Board for any one or more years of the Member's participation in CEBCO. The Member shall also be responsible for paying for the claims and administrative fees associated with the processing of the Incurred But Not Reported Claims after the Member has left CEBCO. The Member will be responsible for the payment of any and all deficits that are attributable to the Member during its participation in CEBCO. The Member will not be entitled to share in any surplus that may have accrued during its participation in CEBCO. The Member will be responsible for an early withdrawal fee of \$2.00 per employee, multiplied by the number of months remaining on this Agreement. CEBCO will process claims for the Member for 180 days following the date of early withdrawal. Payment of Incurred but not Reported Claims, deficits and early withdrawal fee is due 180 days following the Member's date of early withdrawal.

8.3 Re-Entry. A Member which withdraws from CEBCO, whether prior to the expiration date of this Agreement, may be readmitted to membership in CEBCO on or after the third anniversary of its date of withdrawal and with the express approval of the Board. A Member that leaves upon expiration of the agreement may be readmitted to membership in CEBCO without incurring a waiting period.

IX. EXPULSION

9.1 Expulsion. The Member may be expelled from membership in CEBCO, if the Member materially breaches or violates any of the terms of this Agreement or misrepresents itself. Without limiting the generality of the foregoing, the failure of the Member to promptly make payments to CEBCO in complete conformity with the provisions of this Agreement shall be deemed to be a material breach and violation of this Agreement, which warrants expulsion.

9.2 Expulsion Proceedings. Upon a majority vote of the Board, the Board may initiate expulsion proceedings by giving written notice to the Member, which notice outlines the nature of the breach, violation, misrepresentation or failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged breach, violation, misrepresentation or failure. If the alleged breach, violation, misrepresentation or failure is not cured, the Member may request a hearing before the Board within fifteen days after the expiration of the time to cure, at which time the Member may present its case. A decision by the Board to expel the Member following such hearing shall be final and shall take effect sixty (60) days after the date of such decision. Upon expulsion, the expelled Member shall be bound by the provisions of Section 8.2 of this Agreement.

X. DISSOLUTION

CEBCO may be dissolved by the written agreement of no less than two thirds (2/3) of all Members. After a vote to dissolve CEBCO, the Board shall complete CEBCO's business as quickly as practicable, but in any event shall complete this process no later than twelve (12) months after the termination date. During such period, CEBCO shall continue to pay all claims and expenses until its funds are exhausted. After payment of all claims and expenses, or upon termination of the aforesaid twelve (12)-month period, any remaining surplus funds held by CEBCO shall be paid to the Members of CEBCO who remain Members as of the termination date. The Board shall determine the manner in which such surplus funds shall be distributed, and shall consider

- a) the percentage relationship which each Member's contributions to CEBCO for the prior three calendar years bears to all Members' contributions to CEBCO for that same time period; and
- b) the loss experience of each Member for the prior three calendar years.

After payment of all claims and expenses, or upon expiration of the aforesaid twelve (12)-month period, any remaining deficits shall be the responsibility of the Members of CEBCO who remained Members as of the date of adoption of the resolution to dissolve. The Board shall determine the manner in which the deficit is allocated to Members, and shall consider among other things each Member's share based on the number of each Member's employees covered for the duration of the program as a proportion of all employees covered for the duration of the program.

Each Member acknowledges that its coverage under this program is self-insured, and therefore it remains responsible for the payment of benefits under the program in the event CEBCO fails to make such payments.

CEBCO may require that the Member provide written documentation satisfactory to the Board, in its sole judgment, that such Member has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Article X.

CEBCO shall not be responsible for any claims filed after the aforesaid twelve (12)-month period. The Member shall remain obligated to make payments to CEBCO pursuant to Section 6.1 hereof during the aforesaid twelve (12)-month period, for claims and other expenses related to periods prior to the termination date.

XI. MISCELLANEOUS

11.1 Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

11.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Ohio and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Ohio.

11.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

11.4 Notices. Any notice required to be given or payment required to be made to CEBCO shall be deemed properly sent if addressed to:

CCAO
County Employee Benefit Consortium, Inc.
Attention: Managing Director, CEBCO Health and Wellness Programs
209 East State Street
Columbus, Ohio 43215

and deposited in the United States mail with proper postage.

Any notice required to be given or payment required to be made to the Member shall be deemed properly sent if addressed to:

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Gallia County, Ohio
Attention: Gallia County Commissioners Office
18 Locust Street, Room 1292
Gallipolis, Ohio 45631

and deposited in the United States mail with proper postage. If the Member does not designate the person or office which is to receive notices, notices will be sent to the president of the Board of County Commissioners.

Either party may change its address by giving notice to the other party. However, with respect to any notices regarding claims under a Member's coverages, any particular provisions in the applicable Benefit Plan obtained by the Member prevail and govern the matter of such notices.

11.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Agreement shall be in Columbus, Franklin County, Ohio.

11.6 Exclusive Right to Enforce. CEBCO and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

11.7 Dispute Resolution. All disputes, differences or questions arising out of or relating to the Agreement (including without limitation those as to validity, interpretation, breach, violation or termination) shall at the written request of either party be determined and settled, if possible, pursuant to the following procedure before proceeding with any action in court. If a claim, dispute, or other matter in question arises out of this Agreement which the parties are unable to resolve through mutual, good faith negotiations, it shall be submitted to mediation by written notice of the party seeking mediation to the other party. The same shall be mediated by a person or persons acceptable to CEBCO and the Member. The mediation shall be held within thirty (30) days of the written notice and the mediation process shall continue until the mediator declares an impasse. Mediating fees shall be shared equally by CEBCO and the Member and any additional participating disputants having a financial interest in the outcome of the dispute. Except for negotiation, attempts to resolve the dispute by mediation must take place prior to any other resolution process. If the claim, dispute, or other matter between the parties to the Agreement cannot be resolved by mediation, the parties may, but shall not be obligated to, agree, in writing, to binding arbitration in accordance with the arbitration rules of the American Arbitration Association then in effect. The legal fees for such arbitration shall be segregated by the arbitrator for each party relating to its respective disputes and claims. If the parties do not agree to arbitration, each party shall be free to pursue such legal remedies as the party believes it is entitled to under the terms of this Agreement.

IN WITNESS WHEREOF, the Member and CEBCO have executed this Agreement as of the date first above written.
COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC.

By: _____
CEBCO Health and Wellness Program
GALLIA COUNTY
/ Harold G. Montgomery, President
/ David K. Smith, Vice-Pres.
/ Brent Saunders, Commissioner

APPROVED AS TO FORM
/ Jason Holdren
Prosecuting Attorney

Gallia County Rate Acceptance for 2020

Tier	Medical PPO 3D Rx 5D	Dental Plan 1
Employee	\$ 972.52	\$ 21.54
Family	\$ 2,563.58	\$ 61.42

*rates include 2.5% commissions

/ Harold G. Montgomery
Commissioner
/ David K. Smith
Commissioner
/ Brent Saunders
Commissioner
1/2/2020
Date

JAIL PROJECT - SUBMISSION FOR CAPITAL FUNDING

County Administrator Karen Sprague presented the Commission with an application submission and attachments for 93rd capital bill funding for Jail & Detention Center Project to include:

- 93rd Capital Bill Submission Form
- Gallia County's cover letter noting the stresses on the County General Fund
- Jail Project Schedule
- Architect Design document as of 12/19/2019
- 2015, 2016, 2017 & 2018 Gallia County Jail Inspection Reports from the Ohio Department of Rehabilitation & Correction

President Montgomery entertained a motion to approve the submission and sign the cover letter as follows. David K. Smith moved and Brent Saunders seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

1/2/2020

State Senator Bob Peterson
State Representative Jason Stephens

The Honorable State Senator Bob Peterson & The Honorable State Representative Jason Stephens,

Please accept this letter as Gallia County's request for \$1,500,000 state capital funding assistance for a new Gallia County Jail & Detention Center. Our current jail is in the basement of the courthouse annex and cannot be renovated to meet current jail standards or to meet our daily prisoner housing population. The current jail housing limit is 11 prisoners. Gallia County Sheriff Matt Champlin advised he has around 90 being housed daily with most being outsourced to other jails across Ohio.

Gallia County signed an agreement with Bricker & Eckler LLP on 3/21/2019 for jail construction counsel services and with DLZ Architects in the amount of \$937,050 on 8/15/2019. The County is working towards building a new jail and we are currently completing the schematic design phase of the project. Estimated project cost is \$15 million. Attached is the project schedule showing construction beginning 9/2020 and completing 11/2021. Also attached is a draft design showing 36,930 SF building with 142 beds in general population + 18 beds in holding = 160 total beds.

Gallia County has obtained an interim funding bond from Ohio Valley Bank in the amount of \$5,000,000 and will be selling bonds for the project during 2020 & 2021 as our county general fund cannot continue to front the costs as we move forward with the project. Two Construction Manager at Risk companies have provided Statements of Qualifications and request for proposals was issued to both on 12/26/2019 with a due date of 1/16/2020. We purchased property for the jail to be located next to the courthouse from March - May 2019.

As it has been reported in major news outlets, we are sure you have seen the problems our Sheriff has encountered with our current 70 year old jail. It cannot be brought up to code and we are housing numerous prisoners at other facilities throughout Ohio at a huge cost to our county general fund!

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Our county general fund has been strapped with numerous funding issues to include the loss of \$600,000 MCO sales tax revenue, the loss of \$159,000 in real estate tax revenue due to the states reduced evaluation of the Gavin Power Plant after its sale to Lightstone, 100% loss of the Public Utility Tax in recent years, \$800,000 additional cost per year in housing prisoners out of county and \$300,000 additional prisoner housing cost with the City of Gallipolis charging prisoners under state codes instead of city codes.

We greatly need any assistance we can obtain from the state as we make our way through the monumental step of funding and building a new jail and detention facility for Gallia County.

Thank you in advance for your assistance in this regard,

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

COUNTY SEWER BILLING DEPARTMENT DIRECTOR RETIREMENT

The President entertained a motion to accept the resignation, due to retirement, of County Sewer Billing Department Director, Connie Johnson, effective March 31, 2020. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

CERTIFICATE OF AWARD – ADAM STOUT

Brent Saunders made and David K. Smith seconded the motion to award the following certificate of recognition to Adam Stout on his rank of Eagle Scout. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

With deepest appreciation
The Board of Gallia County Commissioners

Present this

CERTIFICATE OF RECOGNITION

to

Adam Stout

The Board of Gallia County Commissioners hereby honor & recognize Mr. Adam Stout on his Eagle Scout rank. We the Board of Gallia County Commissioners give recognition of his accomplishments, achievements and activities, and to express our respect and admiration for his dedication to service Gallia County. To this, we the Board of Gallia County Commissioners, does hereby resolve to place in the archives of county records from this day forward congratulating Adam Stout on his rank of Eagle Scout. Presented on this 2nd day of January, 2020.

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

AUDITOR – SUPPLEMENTAL APPROPRIATIONS

County Auditor, Larry Betz met with the commissioners to discuss supplemental appropriations. President Montgomery noted they would review his request with the County Administrator Karen Sprague. No Action Taken.

GALLIPOLIS IN LIGHTS

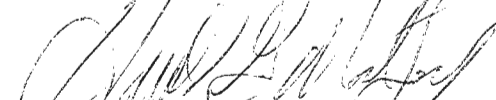
Brent Saunders moved and David K. Smith seconded the motion to allocate \$6,000.00 for the Gallipolis In Lights in the general fund. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

ENERGY OPTIMIZER PRESENTATION

Energy Optimizer was unable to meet with the commissioners for their scheduled agenda time. The commissioners joined in a phone call with Justin Smith and Stacie Hutton, Energy Optimizer to discuss potential saving on their utility bills. No action taken.

ADJOURN


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



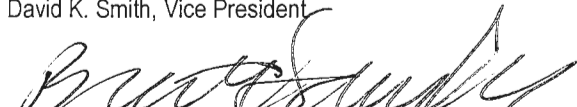
Harold G. Montgomery, President



Anette L. Brown, Clerk



David K. Smith, Vice President



Brent Saunders, Commissioner

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