

JANUARY 16, 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 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 January 9, 2020 minutes. Brent Saunders moved and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

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
1/12	13	0	0	0	9	0	0	0	9	13	1	1	0	1

2019 Gallia County Canine Shelter Report

For 2019, the Gallia County Canine Shelter served the following number of dogs YTD:

- Started the year with 16 dogs in the shelter
 - 698 dogs entered the shelter
 - 555 dogs went to rescue
 - 71 dogs were adopted
 - 62 dogs were reclaimed by owners
 - 12 dogs were euthanized
 - 0 dogs were MIA (escaped the shelter or the dog truck during transport)
 - 2 dogs died of natural or unknown causes
 - 0 dog was destroyed in the field (None by County Dog Warden)
 - 6 dogs out to foster
 - 5 dogs returned from foster (Note: 1 dog in foster at end of 4th Quarter 2019)
 - 11 dogs remained at the shelter at the end of the 4th Quarter 2019
- Prepared by Gallia County Dog Warden Laurie Cardillo, 1/9/2020

2019 Gallia County Canine Shelter Euthanization Report

During 2019, there were 12 dogs euthanized as follows:

- Week ending 2/17/2019, 1 dog euthanized; Dog Warden Laurie Cardillo; euthanization recommended because the dog was aggressive towards shelter staff as well as the public and therefore deemed not adoptable, euthanization performed by Veterinarian Brian Hendrickson
- Week ending 3/24/2019, 1 dog euthanized; Dog Warden Laurie Cardillo, euthanization recommended because the dog was aggressive towards child for no reason and therefore deemed not adoptable, euthanization performed by Veterinarian Brian Hendrickson
- Week ending 6/16/2019, 1 dog euthanized; Dog Warden Laurie Cardillo; euthanization recommended because the dog was feral/aggressive and therefore deemed not adoptable, euthanization performed by Veterinarian Brian Hendrickson
- Week ending 8/18/2019, 2 dogs euthanized; Dog Warden Laurie Cardillo; euthanization recommended because the dogs were aggressive and therefore deemed not adoptable, euthanization performed by Veterinarian Brian Hendrickson
- Week ending 10/6/2019, 3 dogs euthanized; Dog Warden Laurie Cardillo; euthanization recommended because the dogs were aggressive and therefore deemed not adoptable, euthanization performed by Veterinarian Brian Hendrickson
- Week ending 10/13/2019, 1 dog euthanized; Dog Warden Laurie Cardillo; euthanization recommended because the dog had severe health issues and therefore euthanized to end its suffering, euthanization performed by Veterinarian Brian Hendrickson
- Week ending 11/24/2019, 3 dogs euthanized; Dog Warden Laurie Cardillo; euthanization recommended because the dogs were aggressive and therefore deemed not adoptable, euthanization performed by Veterinarian Brian Hendrickson

Prepared by Gallia County Dog Warden Laurie Cardillo, 1/9/2020

2019 Gallia County Canine Shelter Safety & Vicious Dog Report

- For 2019, Gallia County Sanitarian John McKean reported 63 dog bites. Of these 63 bite events, 56 dogs had owners and 7 dogs were a strays.
- For 2019 there were 12 dogs euthanized both by local Veterinarians.
 - 11 euthanizations due to the dogs being aggressive/killing livestock and 1 euthanization due to severe health issues
- During 2019, there were 17 animal heads sent for rabies testing: 9 dogs, 4 felines, 3 bats & 1 raccoon. All were negative for rabies except 1 bat that tested positive for the rabies virus.
- Livestock losses for 2019:
 - Report of a mass chicken/rooster kill by dog on 2/15/2019, poultry owner was Roy Jones.
 - October report (no specific date given as report was well after injury occurred) of 2 donkeys being injured, undetermined cause of injury, 1 donkey died a month after injury was reported.
 - Report of 20 chicken killed on Wells Run Road by dog, dog euthanized week of 11/24/19.
- Dogs destroyed in the field for 2019:
 - None

Prepared by Gallia County Dog Warden Laurie Cardillo, 1/9/2020

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SEWER AGREEMENT – WAIVER OF O&M FEES FOR VACANT PROPERTIES

Sewer Billing Director Connie Johnson and Assistant Sewer Billing Director presented the Commission with O&M fee waiver agreement for vacant property that are no longer using county sewer systems as follows:

- Mary Block – B/P Sewer System – 140 Depot Street – land is vacant

Ms. Johnson noted county sewer department staff has inspected this property and determined it is vacant. The President entertained a motion to approve the Agreement as presented noting the above sewer policy revision will apply to this agreement. Brent Saunders moved and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

CORONER - EMS

Coroner Doctor Daniel Whitley met with the commission to discuss liability insurance as EMS Medical Director. President Montgomery noted the Commissioners' clerk is corresponding with CORSA for more detailed information and would contact Doctor Whiteley with information gathered.

FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- Expiring Levies Notice from County Auditor's Office

JAIL – LETTER TO GOVERNOR REGARDING STATE CAPITAL FUNDING FOR JAILS

County Administrator Karen Sprague presented the Commission with notification from the CCAO that all counties should request the State of Ohio restore state capital funding for jail projects. Ms. Sprague presented the Commission with a draft letter in this regard. President Montgomery entertained a motion to approve and sign the letter as presented. Mr. Smith made and Mr. Saunders seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

1/16/2020

TO: *The Honorable Governor Mike DeWine & The Honorable Lieutenant Governor Jon Husted*

FROM: *Gallia County Board of Commissioners*

RE: *Support for Restoration of a State Capital Funding Program for County Jails*

Please accept this letter as Gallia County's request for restoration of a state capital funding program for county jails. We have been made aware from the CCAO that 58 counties throughout Ohio have submitted requests for state capital funding exceeding \$1.3 billion in total. We believe this data supports the need to re-establish a state/county partnership to provide state capital funding in order to provide safe and secure jail facilities in our communities.

Gallia County was one of the 58 counties that has submitted a request for state capital funding for our new county jail project. The following is some information regarding the need for a new jail in Gallia County along with the status of our new jail project.

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 totaling \$644,000 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!

Our county general fund has been strapped with numerous funding issues to include the annual loss of \$600,000 MCO sales tax revenue, the annual 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, \$300,000 additional prisoner housing cost per year with the City of Gallipolis charging prisoners under state codes instead of city codes along with the state burdening counties with the costs of housing felony 4 & felony 5 prisoners.

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

/s/ Harold G. Montgomery, President

/s/ David K. Smith, Vice-President

/s/ Brent Saunders, Commissioner

cc: John Leutz, CCAO
Bonnie Ward, Governor's Southeast Regional Liaison
Bryn Stepp, Lt. Governor's Southeast Regional Liaison

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RESOLUTION - OEPA LITTER GRANT FOR RECYCLE DAY EVENT

Commissioners President Harold Montgomery entertained a motion to approve the following resolution for an OEPA Litter Grant for a Recycle Day Event in 2020. Mr. Smith moved and Mr. Saunders seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

WHEREAS, it has been brought to the attention of the Board of Gallia County Commissioners that funding is needed to host a litter collection event (Recycle Day); and

WHEREAS, the Board of Gallia County Commissioners hereby wishes to make application for an Ohio Environmental Protection Agency Community & Litter Grant for a litter collection event (aka Recycle Day) to be hosted tentatively the last Saturday of March of 2021.

NOW, THEREFORE BE IT HEREBY RESOLVED that Gallia County Soil & Water Conservation District is applying for the grant on behalf of the Gallia County Board of Commissioners as follows:

Section 1. The grant request from the Ohio Environmental Protection Agency is \$10,000.00.

Section 2. The amount of local match required is 25%; which equals \$2,500.00 and will be paid from the County's Incinerator Fund.

This resolution shall take effect upon its signing this 16th day of January, 2020.

GALLIA COUNTY COMMISSIONERS

s/ Harold G. Montgomery, President

s/ David K. Smith, Vice-President

s/ Brent Saunders, Commissioner

2020 NURSE PRACTITIONER AGREEMENTS

County Administrator Karen Sprague presented the Commission with the following nurse practitioner agreements for approval with an office visit rate of \$35.00 that is paid by the county from the 105 Plan Fund, further noting these services are free to the county employees, spouses and dependents who are enrolled in healthcare coverage with the County:

- Smith Family Healthcare, LLP @ 995 Jackson Pike, Suite 102, Gallipolis, Ohio
- Rio Family Healthcare @ 100 SR 325 South, Rio Grande, Ohio
- Jeanne Ingles FNP-BC Family Practice @ 21 Central Avenue, Suite D, Gallipolis, Ohio
- Gallia County Health Department @ 499 Jackson Pike, Suite D, Gallipolis, Ohio
- Holzer Retail Clinics:
 - Fruth's Pharmacy Retail Clinic @ 204 Second Avenue, Gallipolis, Ohio
 - Fruth's Pharmacy Retail Clinic @ 120 West Second Street, Wellston, Ohio
 - Walmart Clinic @ 929 East State Street, Athens, Ohio
- Canaday Care LLC @ 10 Airport Road, Gallipolis, Ohio

President entertained a motion to approve the above stated nurse practitioner agreements for 2020 with an office visit at current rate of \$35.00. David K. Smith moved and Brent Saunders seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

SHERIFF - CONTRACT

Sheriff administrator Heather Casto submitted the following contract for approval. The President entertained a motion to approve the submitted contract. Brent Saunders made and David K. Smith seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

CONTRACT**For Enhanced Law Enforcement Service**

This AGREEMENT made and concluded this 16th day of January 2020 by and between the Gallia County Sheriff, Matt Champlin, and the Gallia Metropolitan Housing Authority, Gallipolis, Ohio.

WHEREAS, there exists a need for law enforcement protection from a policing unit for the residents of the G.M.H.A., 381 Buckridge Road Complex, Green Township, Gallia County, Ohio and

WHEREAS, Section 311.29 of the O.R.C. provides for authority of a taxing district to enter into agreement with the Sheriff of the County, whereby the Sheriff undertakes and is authorized to contract to perform any policing function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed and understood that the employees of the Gallia County Sheriff's Office have voted, approved and accepted the Ohio Labor Council/Fraternal Order of Police (FOP/OLC), as the exclusive bargaining unit for patrol, corrections, investigative divisions and Sergeant divisions of the Gallia County Sheriff's Office. THEREFORE, upon recognition of the FOP/OLC, each party of the agreement reserves the right to modify this agreement if the FOP/OLC causes a change in terms set forth herein. If there is no change caused by the FOP/OLC, the parties are bound by the terms below. The Housing Authority agrees to pay directly to the deputies, in consideration for police protection, the amount of \$20.00 per hour plus fringe benefits applicable under the Ohio Revised Code, including Workers Compensation.

The Gallia Metropolitan Housing Authority, in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the amount of \$5.00 per contract hour, to be used for the expense and maintenance of Gallia County Sheriff's Office cruiser, for the use by the Gallia Metropolitan Housing Authority. 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".

The Housing Authority prefers the shifts to be between 4:00 p.m. and 4:00 a.m., unless other problems or developments occur to change time of patrol hours. Housing Authority will set a meeting date and have regular meetings with deputies to assess crime related topics and management issues. Every attempt will be made to fill vacancies by the Gallia County Sheriff's Office with manpower as per contract. Housing Authority prefers two (2) deputies, each working 10 hours per week in an organized and cooperative manner, patrolling within the Housing Authority properties.

The contracted deputies will present a detailed activity log and serve at the pleasure of the Housing Authority.

The Gallia County Sheriff's Office will provide personnel acceptable to the Housing Authority Administrator. Housing Authority prefers patrol division deputies with fully equipped functioning marked patrol cruisers and be prepared for foot

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patrol as the weather permits. The Housing Authority prefers the concept of "Community Policing" and interaction with residents for crime prevention measures.

This Contract can be canceled by either party, with thirty (30) days written notice. This Contract shall be in effect from January 1 through December 31, 2020.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on this 16th day of January 2020.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

s/ Karen Sprague, County Administrator
s/ Anette L. Brown, Clerk

Approved as to form:

s/ Randy Dupree, Assistant Prosecuting Atty.
Gallia County Prosecuting Attorney

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

GALLIA METROPOLITAN HOUSING
AUTHORITY
By *s/ Andrew Knott, Director*

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

SHERIFF & SOLID WASTE DISTRICT - AGREEMENT

Sheriff administrator Heather Casto submitted the following agreement for approval:

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

THIS AGREEMENT is made and entered into as of the 1st day of January, 2020 by and between the Sheriff of Gallia County, Ohio and the Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District (the District), acting by and through it's Board of Directors, under the circumstances summarized in the following recitals:

- A. The District is a joint solid waste management district established by the Counties of Gallia, Jackson, Meigs and Vinton Counties in accordance with Section 343.01 of the Ohio Revised Code for the purposes stated within said section;
- B. The approved Solid Waste Management Plan of the District provides for the funding of Sheriff's Departments in the District to conduct enforcement activities in conjunction with Health Departments and District personnel;
- C. The District Board of Directors has allocated funds in the 2020 District budget for this purpose and wishes to distribute those funds to the Sheriff's Departments in the District;

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

Section 1. Sheriff Department Services

- a. The Sheriff of Gallia County will provide a Deputy Sheriff that is certified as a peace officer by the Ohio Peace Officers Training Council to investigate each illegal dumping or litter complaint filed with said Gallia County Sheriff's Department. Said Deputy Sheriff shall work a minimum of **16 (sixteen)** hours per week performing enforcement activity directly related to illegal dumping or littering for a period commencing January 1, 2020 and ending December 31, 2020.
- b. The Sheriff of Gallia County shall furnish monthly activity reports to the District on a form prescribed and furnished by the District. Said Sheriff will also make available to the District copies of case data and field reports relating to illegal dumping or litter complaints, at the request of the District. The Activity Reports are due to the District by the 10th day of the month following the previous months activities. Activity Report Form located in Exhibit A.

Section 2. Disbursements to the Gallia County Sheriff

- a. The District agrees to disburse to the Gallia County Sheriff a total of \$20,000.00 (twenty thousand dollars) in 2020 for the activities outlined in section 1 of this agreement. Payment will be made in 4 (four) equal payments on the following dates: February 10, 2020; April 10, 2020; July 10, 2020 and October 10, 2020.
- b. The Sheriff of Gallia County agrees that monies will only be expended for the enforcement of environmental laws of the State of Ohio and that any monies expended for any other purpose shall be repaid to the District. The Sheriff further agrees to maintain detailed records of the monies disbursed under this Agreement and make said records available to the District upon request.

Section 3. Compliance with Federal and State Law

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

Section 4. Indemnification

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

Section 5. Termination.

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

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prior to his receipt or giving of notice of termination. In the event that monies encumbered for obligations incurred by the Sheriff remain on deposit on the effective date of termination or additional monies are to be disbursed to the Sheriff in accordance with this Agreement for obligations incurred by the Sheriff for the performance of the duties under this Agreement prior to his receipt or giving of notice of termination, the various provisions of this Agreement other than the obligation of the District to disburse monies to the Sheriff set forth in **Section 2**, shall survive the termination of this Agreement.

Section 6. Notices.

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

If to the Sheriff:	Gallia County Sheriff Courthouse Gallipolis,, Ohio 45631
If to the District:	GJMV Solid Waste Management District 1056 South New Hampshire Ave. Wellston, Ohio 45692

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

Section 7. Integration and Binding Effect.

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

Section 8. Amendments, Changes & Modifications.

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

Section 9. Counterparts.

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

Section 10. Severability.

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

Section 11. Construction.

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

Section 12. Captions & Headings.

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

Section 13. Laws of State Govern.

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

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

Sheriff of
Gallia County
s/ Matthew D. Champlin, Sheriff
Date: January 14, 2020

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

Date: January 16, 2020

David K. Smith made and Brent Saunders seconded the motion to approve the above agreement as presented; Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

Gallia, Jackson, Meigs & Vinton
Joint Solid Waste Management District
s/ Cindy Sattison, Director
Date: December 13, 2019

Approved As To Form
s/ Randy Dupree, Assistant Prosecuting Atty.
Date: January 16, 2020

EXECUTIVE SESSION – DJFS - PERSONNEL

At 9:58 a.m. the president entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss personnel. Brent Saunders moved and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 10:01 a.m.; no action taken.

DJFS – EMPLOYEE – RESIGNATION

Director Dana Glassburn presented the resignation of Amanda Elkins effective 1/16/2020. The President entertained a motion based on the recommendation of the DJFS Director to accept the resignation. Brent Saunders moved and David K. Smith seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

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DJFS – EMPLOYEE – TRANSFER/PROMOTION

Director Dana Glassburn recommended the transfer/promotion of Jennifer Haner to Eligibility Referral Supervisor 1 Position, PC#22000.0 CN#30125; effective 1/20/2020, at a rate of \$20/hr. The President entertained a motion based on the recommendation of the DJFS Director to approve the employee transfer/promotion. David K. Smith moved and Brent Saunders seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea

GALLIA COUNTY LAND BANK

Western Reserve Land Conservancy representatives Robin Thomas and Jim Rokakis present the commission a presentation on Land Banks, the commissioners noted they would take it under consideration. No action taken. Also, in attendances were: Gallia County Treasurer Steve McGhee, Economic Development Director Melissa Clark, County Administrator Karen Sprague, Clerk to Board of Commissioners Anette L. Brown, City Commissioner Tony Gallagher and Gallipolis Daily Tribune Dean Wright.

911 AGENCY 4TH QTR. UPDATE

911/EMA Director Sherry Daines and 911/EMA Deputy Director Keith Wilson presented the Commission their 4th qtr. Update as follows:

911 – New phone system is up and operational, grant for the system is closed out and all invoices paid.

No other issues to report.

EMA – Nothing new to report.

EXECUTIVE SESSION – COLLECTIVE BARGAINING

At 11:15 a.m. the President entertained a motion to enter into executive session with 911/EMA Director Sherry Daines and 911/EMA Deputy Director & EMS Director Keith Wilson to discuss collective bargaining. David K. Smith moved and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 11:34 a.m.; no action taken.

INVESTMENT ADVISORY COMMITTEE

Gallia County Treasurer, Steve McGhee, Chair of the Investment Committee, presented the 4th quarter 2019 investment report for review. The Investment reports are submitted monthly; with meetings held quarterly. Members present were the Commissioners, Harold G. Montgomery, David K. Smith and Brent Saunders, and Steve McGhee, County Treasurer. The Investment Report is on file in the Treasurer's office and in the Commissioner's office for review.

HOPEWELL – LEASE AGREEMENT

Economic Development Director Melissa Clark presented the commissioners with a lease agreement with Hopewell. David K. Smith moved and Brent Saunders seconded the motion to approve and sign the lease agreement with Hopewell. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. The lease is on file in the commissioner's office.

DEVELOPMENTAL DISABILITIES – GALCO RENOVATIONS

Gallia County Board of Developmental Disabilities Superintendent Melinda Kingery, IAP Sara Davis and Bruce Finch, and GMCCA Tony Gallagher, Lora Rawson and Tarissa Beaver met with the Commission to discuss the GALCO Renovations project and request permission to proceed with an application to USDA for funding for the project. Mr. Montgomery noted he wanted to be sure the bond resolution and bond documents for this project obligate the Gallia County DD Board funds/tax levies and not those of the Gallia County Commissioners, i.e. County General Fund, further noting with this spelled out in the bond resolution and bond documents there could be no question in the future where the funds must come from to pay off the bond. Ms. Sprague will make contact with the County's bond counsel Dennis Schwallie in this regard. Supt. Kingery noted this was also the intent of the GCDD Board for repayment of the bond to come from DD funds. President Montgomery entertained a motion to give Gallia County DD permission to proceed with the USDA funding application on behalf of the Gallia County Commissioners. Mr. Smith made and Mr. Saunders seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

JAIL PROJECT - CMR PROPOSALS

At 3:00 p.m. President Harold G. Montgomery opened the proposals for CMR Services for the Gallia County Jail Project as follows:

- Granger
 - Preconstruction Fee \$39,000
 - Construction Fee 3.9% of the cost of the work (this construction fee includes the CMR's 0.25% "At-Risk Fee)
 - General Conditions \$48,894.14 per month
 - Contingency Fee 2% of the cost of the work
 - Proposed Interim Milestones
 - Preconstruction – Notice of CM Award thru GMP Approval = 214 days
 - Construction – Mobilization thru Substantial Completion = 441 days
 - Closeout – Substantial Completion thru Final Closeout = 56 days
 - Total Days = 711 days

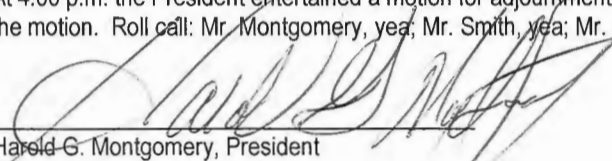
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- WAI Construction Group, LLC:
 - Preconstruction Fee \$110,000
 - Construction Fee 3.5% of the cost of the work (this construction fee includes the CMR's 1% At-Risk Fee)
 - General Conditions \$32,000 per month
 - Contingency Fee 2% of the cost of the work
 - Proposed Interim Milestones:
 - Schematic Design Phase CMR Review = 28 days
 - Design Development Phase CMR Review = 118 days
 - Construction Document Phase CMR Review = 208 days
 - GMP Amendment = 215 days
 - Bidding and Procurement = 245 days
 - Construction Mobilization & Groundbreaking = 275 days
 - Construction Substantial Completion = 670 days
 - Project Closeout = 690 days
 - Total Days = 690 days

The proposals were turned over to County Administrator Karen Sprague/CMR Selection Committee for review prior to the interviews scheduled for January 30, 2020.

ADJOURN

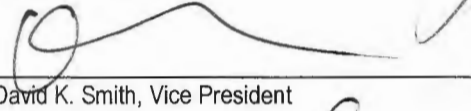
At 4:00 p.m. the President entertained a motion for adjournment. Brent Saunders moved and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.



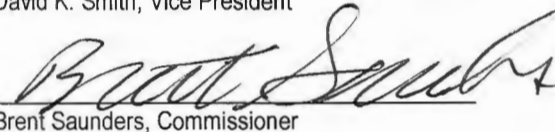
 Harold G. Montgomery, President



 Anette L. Brown, Clerk



 David K. Smith, Vice President



 Brent Saunders, Commissioner