

SEPTEMBER 10, 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 September 3, 2020, 2020 minutes. David K. Smith moved and Brent Saunders 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
9/6	13	2	3	0	3	0	0	0	8	10	0	0	0	0

RFP AWARD – FINANCING FOR SHERIFF DEPT VEHICLE PURCHASE

County Administrator Melissa Clark met with the Commissioners in regard to recent proposals for financing Gallia County Sheriff Department Vehicles. Financing is to be Bid out under the ORC. After review of all proposals received, Ms. Clark made recommendation to award the RFP for Financing for the Sheriff Department Vehicle purchase to US Bank in the form of a 5 year lease-purchase with 5 annual payments at an interest rate of 1.343% with annual payments to be made from the Gallia County Sheriff Department budget.

Commissioner Montgomery noted the original proposal provided by Gallia County Chief Deputy Troy Johnson was for a 5-year lease purchase agreement with First Government Lease Co at an interest rate of 7.17% = \$53,807.80 interest. The County Commission sent request for proposal for the vehicle financing to all local banks received back on 9/3/20 and obtained 4 as follows: US Bank: 1.343% (tax exempt), 5-year lease-purchase with 5 annual payments; Wesbanco: 2.25% for bank qualified and tax-exempt or 2.89% fixed rate loan; one annual payment of principal and interest over 5-year term; OVB: 2.49% fixed rate assuming the notes are tax-exempt and bank qualified; or 3.09% fixed rate conventional bank loan; one annual payment of principal and interest over 5-year term, and Peoples Bank: 2.99% Fixed; Payment frequency either annual or monthly; 5-year term.

Harold Montgomery entertained a motion to award the RFP for Financing for the Gallia County Sheriff Department Vehicles to US Bank in the form of a 5-year lease-purchase with 5 annual payments at an interest rate of 1.343%. Mr. Montgomery further noted seeking RFP's from local banks is saving the Gallia County Sheriff Department \$46,826.09. David Smith made and Brent Saunders seconded the motion Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**PARTIAL RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-09-025-1)**

Economic & Community Development Director Michele Throckmorton advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met the term of the mortgage being 10 years and a partial release is now warranted. A partial release is required since the county can only release 85% of the mortgage, which amount equals \$22,443.40. The balance of 15%, which amount equals \$3,960.60, must remain in effect until paid in full. The Prosecuting Attorney prepared the Partial Release of Real Estate Mortgage forms. Harold Montgomery entertained a motion that the Partial Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Jared A. & Kayla L. Roush

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

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

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a portion of a real estate mortgage executed by **JARED A. & KAYLA L. ROUSH** to the above named County of Gallia, Office of Gallia County Commissioners, dated September 10, 2010 and recorded in Volume 501, Page 264, of the Mortgage Records of Gallia County, Ohio. (This document releases 85% of said mortgage, which equals \$22,443.40. The balance of said mortgage will remain in effect until paid in full, balance remaining equals \$3,960.60.)

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 10th day of September, 2020.

WITNESSES:

COUNTY OF GALLIA, OFFICE

GALLIA COUNTY COMMISSIONERS

/s/ Michele Throckmorton

/s/ Harold G. Montgomery

Harold G. Montgomery, PRESIDENT

/s/ Anette Brown

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Brent Saunders, President of County of Gallia, Office of Gallia County Commissioners, to me personally known, who acknowledged that he did execute the foregoing instrument as such officer and that the same is his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Gallipolis, Ohio, the day and year last above written

/s/ Patty Myers

NOTARY PUBLIC

This instrument Prepared by:

Jason Holdren, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.

SEPTEMBER 10, 2020

SHERIFF – CONSULTANT AGREEMENT

Anette L. Brown, Clerk presented the Commission with the following agreement

Gallia County Local School District

4836 SR 325
Patriot, OH 45658

Office: 740-379-9085
Fax: 740-379-9135

CONSULTANT AGREEMENT

This Agreement is entered into on the 24th day of August, 2020 by and between the Gallia County Local School District Board of Education ("Board") and Gallia County Sheriff's Office (Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

I. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the following services:

The Service of two (2) full time School Resource Deputies for eight (8) hour per day each for the 2020-2021 school year. The Student Resource Deputies will be assigned by the Gallia County Local School Board.

The Consultant shall exercise independent professional judgment at all time and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

II. FEES

The Board shall pay the Consultant \$38.57 per hour for Deputy A and \$38.95 per hour for Deputy B for the 2020-2021 school year. These rates include family insurance plans are subject to change to allow for wage increases per their FOP contract and increases in hospitalization. The Consultant shall provide documentation of services as required by the Board, and payment shall be made within thirty (30) days of receipt of documentation. The Board shall pay \$200 per month per cruiser to the Gallia County Sheriff's Office.

III. FREQUENCY OF SERVICES [Select Option]

 The Consultant shall provide the described services on an as-needed basis upon request of the Board's superintendent, who shall have the sole discretion to determine the quantity of services, if any, to be provided by the Consultant under this Agreement; use of the Consultant shall not create any expectation regarding further use, and the Board shall have no continuing obligation to utilize the services of the Consultant during the term of this Agreement or thereafter.

OR

 X The Consultant shall provide the following quantity of services during the term of this Agreement, two (2) full time School Resource Deputies for eight (8) hours per day each.

IV. TERM

This Agreement shall be in effect from the assignment from August 2020 through May 2021 unless earlier terminated by the Board. The Board or consultant may terminate this Agreement at any time by giving notice to the other party at the address contained herein if the Board or consultant determines, in its sole discretion exercised in good faith, that the other party has violated any applicable law, rule, regulation, or policy; failed to perform any duty or warranty under this Agreement; or made a misrepresentation which materially affects the level or quality of services; or if the Board is otherwise dissatisfied with the Consultant's performance.

V. RELATIONSHIP OF THE PARTIES

The consultant is an independent contractor and may not hold himself/herself out to individuals receiving services or to others as the employee or agent of the Board. The Consultant is not required to perform services exclusively for the Board and may perform the same or similar services for others. The Consultant is responsible for all expenses incurred in rendering services under this Agreement, and the Consultant agrees to hold the Board harmless from any such expenses. At his or her sole cost, the Consultant shall maintain all licenses/certifications required by law, shall secure professional liability insurance and any other insurance required by law, and shall pay all taxes and/or fees required by law. The Consultant shall indemnify and hold the Board harmless from and against any claim asserted by, or any liability to, any person on account of injury, death, or damage to property arising out of the Consultant's acts or omissions in the performance of the Agreement. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

The Gallia County Sheriff's Office will be the exclusive provider of this service during this agreement.

VI. MISCELLANEOUS PROVISIONS

This Agreement creates no third party beneficiaries.

This document sets forth the entire agreement of the parties and supersedes all prior agreements or contracts, whether oral or written between the parties.

CONSULTANT
Gallia County Sheriff's Office
18 Locust Street
Gallipolis, OH 45631

BOARD OF EDUCATION
Gallia County Local School District
4836 SR 325
Patriot, OH 45658

s/ Matthew D. Champion, Sheriff 9/18/2020
s/ Randy Daproc, Assistant Prosecutor 9/8/2020
s/ Harold G. Montgomery, President 9/10/2020
s/ David K. Smith, Vice President 9/10/2020
s/ Brent Saunders, Commissioner 9/10/2020

s/ Jude Myers, Superintendent 9/2/2020
s/ Lily Blawins, Treasurer 9/2/2020

President entertained a motion to approve and sign as presented. David K. Smith made and Brent Saunders seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

SEPTEMBER 10, 2020

EXECUTIVE SESSION – GREEN SEWER 2

At 10:00 a.m. the President entertained a motion to enter into executive session to discuss matters required to be kept confidential with Green Sewer 2. 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 10:28 a.m.; no action taken.

RECORDS COMMISSION MEETING

President Harold G. Montgomery chaired the Record’s Commission Meeting held in the Commissioner’s office. The following were present: Commissioners Harold G. Montgomery, David K. Smith and Brent Saunders, Auditor Larry M. Betz, Recorder Roger Walker, Clerk of Courts Noreen Saunders and Assistant Prosecutor Randy Dupree. Also, present Q. Jay Stapleton and Gallipolis City Commissioner Tony Gallagher. Recorder Roger Walker noted no applications were submitted to the records commission at this time. Minutes are on file in the Commissioner’s office.

NATIONAL ASSISTED LIVING WEEK - PROCLAMATION

The President entertained the motion to proclaim September 13 through September 19, 2020 National Assisted Living Week in Gallia County. Brent Saunders made and David K. Smith seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. In attendance today were: Holzer Assisted Living representatives, Carla Crawford, Tammy McCoy; Q. Jay Stapleton and Gallipolis City Commissioner Tony Gallagher.

**2020 National Assisted Living Week
“Caring is EssentiAL”**

WHEREAS, in 1995, the National Center for Assisted Living established National Assisted Living Week® to honor the contributions of assisted living communities in providing long term care to America’s seniors and individuals with disabilities;

WHEREAS, assisted living is a critical long term care service for older adults and individuals with disabilities that fosters choice, dignity, and independence; assisted living communities are committed to excellence, innovation and the advancement of person-centered care;

WHEREAS, this year’s theme of National Assisted Living Week® is “Caring is EssentiAL” which encourage assisted living communities around the country to celebrate the individuals they serve;

WHEREAS, “Caring is EssentiAL” gives us a chance to recognize all of the staff, volunteers, and communities that play a vital role in making these facilities a success;

WHEREAS, during this special week, assisted living communities across the country are encouraged to organize activities and events which celebrate the deep connections between the dedicated staff members and residents;

NOW, THEREFORE, We, Gallia County Commissioners, on this day September 10, 2020 do hereby proclaim the week of September 13 - 19, 2020, as Assisted Living Week in the County of Gallia, State of Ohio. We urge all citizens to learn more about how assisted living services benefit Gallia County Ohio.

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

OHIO SOUTHEAST ECONOMIC DEVELOPMENT

Gallia County Economic & Community Development Director Michele Throckmorton introduced Destiny Bryson, Manager of Engagement and Partnerships Ohio SE Economic Development. Ms. Bryson noted she wants to work closely with the southeast local governments and get their input on the economic needs in this area. No action taken.

BID OPENING – 2020 GALLIA COUNTY ROAD IMPROVEMENTS

The engineer office noted the 2020 Gallia County Road Improvements project is being funded with 58% OPWC (\$650,000) and 42% Gallia County Roads & Bridge Funds (\$474,871) and the project cost estimate is \$1,124,871.00. The project is for the following roads: Raccoon, Clay Chapel, Neighborhood, Upcreek, Wildwood, Mount Oliver, Roush Hollow, Green Valley, Cherry Ridge, Centerpoint, Gallia and Maple Grove. At 11:00 a.m. President Harold G. Montgomery opened the following bid for the County Engineer Project:

Company	Total Bid
Shelly Company	\$1,126,154.05

The bids were turned over to the county engineer for review and recommendation. The following were in attendance: Trevor Small, The Shelly Company; and Adam Edwards, Gallia County engineer office.

BOARD OF ELECTIONS ABA GRANT

BOE Deputy Director Chris Burnett and ABA Coordinator Brett Harbage (via phone) met with the commission to discuss options with the ABA BOE Grant. No action taken.

BAIRD MUNICIPAL ADVISORY AND INVESTMENT BANKING FIRM

Managing Director Mike Burns give a presentation of updated Interest Rate Environment, possible bond financing scenario, and preliminary financing schedule. No action taken.

CASTO & HARRIS, INC. — RE-ORDER NO. 19926-18


SEPTEMBER 10, 2020

MITCHELL ROAD EASEMENTS – GREEN SEWER 2


David K. Smith made and Harold G. Montgomery seconded the motion for Brent Saunders to negotiate an easement agreement on behalf of the Board of Commissioners on Mitchell road for Green Sewer 2 project with Gordon Amsbary. Harold G. Montgomery will execute the agreement with Mr. Amsbary on behalf of the Board of Commissioners. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

ADJOURN

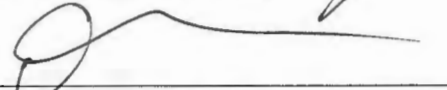
At 4:00 p.m. the President entertained a motion for adjournment. David K. Smith moved and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea



Harold G. Montgomery, President



Anette L. Brown, Clerk



David K. Smith, Vice President



Brent Saunders, Commissioner