

JUNE 15, 2023

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 David K. Smith. Roll Call: President David K. Smith, present; Vice President Q. Jay Stapleton, present; Commissioner Leslie Henry, present.

The President entertained a motion to approve travel requests as submitted. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Auditor	Robert J. Jacks	June 5-9	Cuyahoga Falls, OH	Auditor 2023 Summer Conference

2023 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total in Foster
6/11	5	0	0	0	0	0	0	0	0	29	0	0	0	10

EXECUTIVE SESSION – COMMISSIONERS – PERSONNEL

9:49 a.m., the President entertained a motion to enter into executive session with the County Administrator to discuss the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Returned to regular session at 9:59 a.m. No action taken.

EXECUTIVE SESSION – DJFS – PROPERTY LEASING

At 10:08 a.m. the president entertained a motion to enter into executive session with DJFS Business Director Dana Glassburn to discuss a property lease. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Returned to regular session at 10:17 a.m., no action taken.

TRADS SUBSCRIBER AGREEMENT – DJFS

Director Dana Glassburn presented a Subscriber Agreement through TransUnion for TRADS services. President Smith entertained allowing Mr. Glassburn to sign the agreement as presented. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

EMPLOYMENT RELATED TRANSPORTATION CONTRACT – DJFS

Director Dana Glassburn presented the following Employment Related Transportation contract for 7/01/23-6/30/24 for approval. Leslie Henry moved and Q. Jay Stapleton seconded the motion to approve. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

GALLIA COUNTY

DEPARTMENT OF JOB AND FAMILY SERVICES

PURCHASE OF SERVICE VENDOR CONTRACT

This contract is entered into between the Gallia County Department of Job and Family Services (GCDJFS) and Need A Lift, LLC (Contractor), for the purchase of Employment Related Transportation.

I. TERM

This contract will be effective from 07/01/2023-6/30/2024 inclusive, unless otherwise terminated or extended by formal amendment for two additional oneyear contracts without the release of another ITB.

Reimbursement: \$2.60 per mile. Reimbursable miles will be authorized by GCDJFS to transport from the participants address to the employer address and back to participants address with no exceptions being permitted without prior authorization.

II. SCOPE OF SERVICE SERVICE

Subject to the terms and conditions set forth in this contract, the Invitation to Bid (ITB), Request for bid (RFB), Contractor’s Bid Packet, ERT Plan, and any attached exhibits (if applicable), the Contractor agrees to perform ERT activities and services.

Any description intended for internal or external use, including media releases, information pamphlets, etc. shall mention that eligibility, in relation to this contract, will be determined by GCDJFS.

Services shall consist of providing roundtrip transportation to program eligible consumers to help fill a temporary gap in transportation. The ESCM will contact the PTV and schedule the transportation for the eligible consumers. The ESCM will give the PTV the home address of the consumer and the address of place of employment and/or work site. Roundtrip is defined as “from the consumers’ residence to the place of employment and back to their residence”.

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Community is defined in the ERT Plan (refer to attached) which defined as "60 miles from the consumer's approved residence address to the employer's address and/or work activity assignment". The Community definition may be changed when deemed necessary by the GCDJFS and such changes will be in the ERT Plan. It is the responsibility of the provider to stay up-to-date with the GCDJFS ERT Plan.

III. BILLING AND PAYMENT

Billing -Invoices will be submitted to GCDJFS within 10 days of the end of the service month for services rendered during the month. The GCDJFS will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. The GCDJFS will make payment for all invoices received in accordance with the terms of this contract. Payment shall be made only for those services authorized by the GCDJFS. Any invoice that contains errors or does not contain the drivers sheets with the required information as per the ITB is subject to adjustment prior to issuance of payment.

The consumer is eligible for transportation to help fill a temporary gap in transportation needs for up to a 4-month period not to exceed \$4000.00 as per ERT Plan. If exceeding the \$4000.00 limit, contract provider(s) are required to provide a way for citizens to self-pay for ERT on their own as a means of continued employment related transportation in our "community"

IV. ELIGIBILITY FOR SERVICES

The Contractor shall provide service to eligible individuals as authorized by the GCDJFS.

V. DUPLICATE BILLING

The Contractor warrants that claims made to GCDJFS for payment for services provided shall be for actual services rendered to eligible individuals as authorized by the GCDJFS and do not duplicate claims made by the Contractor to other sources of funds public or private for the same service. Nothing in this provision shall be interpreted to prohibit use of multiple sources of public funds to serve program participants as long as the GCDJFS contract funds supplement and do not supplant existing funds used for providing the services under this contract.

VI. AVAILABILITY AND RETENTION OF RECORDS

The Contractor shall retain and make available for audit by GCDJFS, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor for the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this contract and supporting documentation for invoices submitted to GCDJFS by the Contractor for a minimum of three (3) years after payment under this contract. If an audit begins during this period, the Contractor shall retain such records until the conclusion of the audit and resolution of all related issues.

VII. EVALUATION AND MONITORING

GCDJFS with cooperation of the Contractor will complete periodic monitoring and evaluation activities as deemed necessary by GCDJFS to ensure compliance with the terms of the contract.

VIII. CONFLICT OF INTEREST

This contract in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from GCDJFS, assuming the contractual work in no way impedes the Contractor's ability to perform the services required under this contract. The Contractor warrants that at the time of entering into this contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this contract. The Contractor further agrees that no GCDJFS officers, Board of County Commissioners, or employees of the county involved in the development of the specifications or the negotiations of the contract has any financial interest in the contract. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when a Public Official and/or a "member of the Public Officials immediate family" and/or "business associate", (Refer to Ohio Ethics Commission advisory Opines 2009-06, 2008-03, 1990-010, and 1980-001), will gain financially or receive personal favors or any other benefit as defined by Law and/or Ohio Ethics Commission Opinion and/or any other Authoritative Opinion and/or Bulletin applicable to this contract, as a result of the signing or implementation of this contract. The Contractor shall report the discovery of any potential conflict of interest to GCDJFS. Should a conflict of interest be discovered during the term of this contract, GCDJFS may exercise any right under the contract including termination of the contract.

IX. ASSIGNMENTS AND SUBCONTRACTS

The Contractor shall not assign this contract without the prior written approval of GCDJFS. The Contractor shall not subcontract any of the services agreed to in this contract without the express written consent of the GCDJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any of the services provided by such a contractor.

X. GOVERNING LAW

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

XI. INTEGRATION AND MODIFICATION

The instrument embodies the entire contract between the parties. There are no promise, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

XII. SEVERABILITY

If any term or provision of this contract or the application of such term or provision to an person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XIII. TERMINATION

Either party may terminate this contract by notice, in written, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should GCDJFS wish to terminate this contract, GCDJFS may do so immediately upon delivery of the termination notice. The parties further agree that should the contract be terminated, or the Contractor become unable to provide the services agreed to in this contract for any reason, such service as the Contractor has provided upon the date of termination or of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Section III-BILLING AND PAYMENT. The parties further agree that should the contract be terminated or the Contractor become unable to complete the work requested in this contract for any reason, such work as the Contractor has completed upon the date of termination or of its inability to continue the terms of this contract shall

become the property of GCDJFS. The GCDJFS shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the contract, which date shall be the date of termination, unless extended upon request by the GCDJFS. Notwithstanding the above, the Contractor shall not be relieved of liability to the GCDJFS for damages sustained by the GCDJFS by virtue of any breach of the contract by the Contractor. GCDJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by the GCDJFS by virtue of any breach of the contract by the Contractor. GCDJFS may withhold any compensation to the Contractor until the amount of damages due the GCDJFS from the provider is agreed upon or otherwise terminated.

XIV. COMPLIANCE

The Contractor certifies that the Contractor and all subcontractors who provide direct or indirect services under this contract will comply with all requirements of federal laws and regulations and state statutes in the conduct of work in this contract. Specifically the Contractor shall ensure compliance with the following: Copeland Anti- Kickback Act Davis- Bacon Act Sections 103 and 107 of the contract work hour And Safety Standards Act Energy Policy and Conservation Act The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions required for the performance of the work by the Contract's full time employees. The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in the state of Ohio has been obtained and shall be maintained throughout this contract. In the absence of such approvals, licenses, or other qualifications, this contract shall be void as of the first effective date and any payment incurred during which said contract is void shall be returned to GCDJFS.

XV. MAINTENANCE OF EFFORT

The Contractor warrants the services provided under the terms of this contract are in addition to those services the Contractor would normally provide and will not be reduced in any way because of this contract.

XVI. NON-DISCRIMINATION

The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this contract, or in reference to any contractors or subcontractors of said Contractor.

XVII. RELATIONSHIP

Nothing in this contract establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this contract. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on GCDJFS or its Board of County Commissioners.

XVIII. NOTICE

Any notice to GCDJFS shall be sufficient if sent by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to the contract. Any notice to the Contractor shall be sufficient if sent certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract. GCDJFS reserves the right to use other forms of written notices if deemed appropriate by GCDJFS.

XIX. DISCLOSURE

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Contractor has with a county employee or employee's business, or about any business relationship or financial interest that a county employee (including a member of the Public Officials immediate family) has with the Contractor or in the Contractor's business.

XX. INSURANCE

The Contractor shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Worker's Compensation Insurance. A copy of the document evidencing said Worker's Compensation shall be furnished to GCDJFS prior to commencement of services provided by the Contractor. The Contractor agrees to obtain and maintain, at their expense, at all times throughout the term of this contract, a policy of professional liability and commercial general liability insurance with an insurance company licensed in the State of Ohio as per the RFB. The Contractor shall furnish to GCDJFS upon 1 st day of contract a Certificate of Insurance certifying the types and minimum amounts of insurance. Said Certificate shall include a "Notice of Cancellation" clause with notification being sent 30 days prior to cancellation to GCDJFS. Cancellation of insurance will constitute a default, which, if not remedied within the 30 day notification period, shall cause immediate termination of the contract by GCDJFS.

XXI. CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws (HIPPA) applicable to GCDJFS and/or consumers of GCDJFS concerning confidentiality of GCDJFS consumers. The Contractor understands that any access to the identities of any GCDJFS consumers shall be as necessary for the purpose of performing its responsibilities under this contract. The Contractor agrees that the use or disclosure of information concerning GCDJFS consumers for any purpose not directly related to the administration of this contract is prohibited.

XXII. AUDIT RESPONSIBILITY

The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit by appropriate federal, state, or local auditors directly related to the provision of this contract. Audits will use a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the "sampling" method may include, but are not limited to, month's expenses, total units, and billable units. If the audit finds errors, GCDJFS will apply the error rate of the sample period to the entire audit period. The Contractor agrees to repay GCDJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the Contractor cannot repay the overpayment in one month, the Contractor will sign a "Repayment of Funds Agreement." The Contractor recognizes and agrees GCDJFS may withhold any money due and recover through any appropriate method any of the money erroneously paid under this contract if evidence exists of less than full compliance with this contract. If payments are not made according to the agreed upon terms, future checks will be held until the repayment of funds is current. GCDJFS will cancel and not reissue checks held more than 60 days. GCDJFS also reserves the right not to increase the rate(s) of payment or the overall contract amount for services purchased under this contract if there is any outstanding or unresolved issue related to an audit finding. GCDJFS may

allow a change in the terms of the repayment contract. Any change will require formal amendment to the repayment contract signed by all parties. GCDJFS may allow an amendment to the repayment contract to address the development of any additional changes or issues.

XXIII. WARRANTY

The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards and as identified in Section II Scope of Service.

XXIV. AVAILABILITY OF FUNDS

This contract is contingent upon the availability of federal, state, or local funds appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the products or services provided by the Contractor, GCDJFS may terminate the products or services provided by the Contractors at the end of the period for which funds are available. GCDJFS in the event this provision is exercised, and GCDJFS shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

XXV. APPROVAL

This contract is conditioned upon approval of the Gallia Board of County Commissioners. IF the Board of County Commissioners does not approve the contract, the contract shall be terminated under this provision. GCDJFS shall notify the contractor at the earliest possible time of failure to receive Board approval. GCDJFS shall not be liable for any damages that result from termination under this provision.

XXVI. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that the Contractor shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect GCDJFS property or employees which are necessary to the Contractor's ability to perform. The term "Force Majeure" as used herein shall mean without limitation: Acts of God; strikes or lockouts; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fires; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; and explosions. The Contractor shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents the Contractor from carrying out its obligations contained herein.

XXVII. LEGAL STATUS

Any legal action brought pursuant to the contract will be filed in a court of competent jurisdiction Gallia County and Ohio law will apply.

XXVIII. CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with GCDJFS, ODJFS, and any other Child Support Enforcement Agency in ensuring that the Contractor's employees meet child support obligations established under state law. Further, by executing this contract, the Contractor certifies present and future compliance with any order for the withholding of support, which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

XXIX. CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders, and requirements issued under section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities. The Contract is required to report any violations to the state/county agency and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

XXX. DEBARMENT AND SUSPENSION

Contracts shall not be made to parties on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Order 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. The burden of proof is on the agency. If a Contractor filed an erroneous certification, the Contract will reimburse the agency the full amount of the contract plus any fines, penalties, etc.

XXXI. LOBBYING

A Contractor who applies for bids for an award of more than \$100,000 shall file certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

XXXII. PUBLIC RECORDS

This contract is a matter of public record under the laws of the state of Ohio. The Contractor agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio law, GCDJFS shall make available the contract and all public records generated as a result of this contract. By entering into this contract, the Contractor acknowledges and understands that records maintained by the Contractor pursuant to this contract may be deemed public record and subject to disclosure under Ohio law. The Contractor shall comply with the Ohio public records law.

XXXIII. DRUG-FREE WORKPLACE

The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in anyway.

XXXIV. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this contract may fall within the public domain, Contract/Bidder will not release information about or related to this contract to the general public or medial verbally, in writing, or by any electronic means without prior approval from the GCDJFS, unless Contractor/Bidder is required to release requested information by law. GCDJFS reserves the right to announce to the general public and media: award of the contract, contract terms and conditions, scope of work under the contract, deliverables, results obtained under the contract, impact of contract activities, and assessment of Contractor/Bidder's performance under the contract. Except where GCDJFS approval has been granted in advance, the Contractor/Bidder will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of contract award, contract terms and conditions, contract scope of work, government furnished

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documents GCDJFS may provide to Contractor/Bidder to fulfill the contract scope of work, deliverables required under the contract, results obtained under the contract, and impact of contract activities. If contacted by the media about this contract, Contractor/Bidder agrees to notify the GCDJFS in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Contractor/Bidder from using contract information and results to market to specific clients or prospects.

XXXV. AMENDMENTS

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original contract. Changes to this contract as a result of changes in federal and/or state law may be made to this contract by GCDJFS through the notification process in section XXVIII of this contract; however it is the responsibility of the contractor to be aware of any such federal and/or state law changes.

The terms of this contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

<i>s/Robert Eddy</i>	Owner	<u>June 10, 2023</u>
Authorized Representative of the Contractor	Title	Date

<i>s/Dana L. Glassburn</i>	Director of DJFS	<u>June 15, 2023</u>
Authorized Representative of GCDJFS	Title	Date
Dana L. Glassburn		

<i>s/David K. Smith</i>		<u>June 15, 2023</u>
County Commissioner		Date
David Smith		

<i>s/Q. Jay Stapleton</i>		<u>June 15, 2023</u>
County Commissioner		Date
Q. Jay Stapleton		

<i>s/Leslie Henry</i>		<u>June 15, 2023</u>
County Commissioner		Date
Leslie Henry		

Reviewed by:

<i>s/Isaac Beller</i>		<u>June 7, 2023</u>
Assistant Prosecuting Attorney		Date

DJFS – LEASE RENEWAL AGREEMENTS

DJFS Director, Dana Glassburn, presented the commission with the Guyan Township Chipper Lease renewal agreement through June of 2024. Q. Jay. Stapleton moved for the president to sign the lease and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

DJFS Director, Dana Glassburn, presented the commission with the DD 08 Chevy Uplander Cargo Van renewal Lease agreement through June of 2024. Leslie Henry moved for the president to sign the lease and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

EXECUTIVE SESSION – EMS EMPLOYEES – PERSONNEL

At 10:27 a.m. the president entertained a motion to enter into executive session with EMS employees concerning complaints against a public employee. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Returned to regular session at 10:47 a.m., no action taken.

OHIO DEPARTMENT OF REHABILITATION & CORRECTION – SUBSIDY GRANT AGREEMENT

Mike Smith presented the commission with the Ohio Department of Rehabilitation & Correction Subsidy Grant Agreement from the Gallipolis Municipal Court Probation Department. President entertained a motion to approve and sign the agreement as presented. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

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EXECUTIVE SESSION – PROSECUTOR – PERSONNEL

10:51 a.m., the President entertained a motion to enter into executive session with Prosecutor Jason Holdren to discuss the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Returned to regular session at 11:22 a.m. No action taken.

GALLIA COUNTY SHERIFF'S OFFICE MEMORANDUM OF
AGREEMENT FOR JAIL SERVICES

Upon the recommendations of the Sheriffs of Gallia County, Ohio and Meigs County, Ohio, this Agreement is entered into this 15th day of June, 2023 between the Board of Gallia County Commissioners, (hereafter, the Board of Gallia County Commissioners and Sheriff are jointly referred to as "Gallia County") and the Board of Meigs County Commissioners (hereafter, the Board of Meigs County Commissioners and Sheriff are jointly referred to as "Meigs County"), for Gallia County's acceptance and incarceration of Meigs County prisoners at the Gallia County Jail.

In consideration of pertinent provisions of the Ohio Revised Code as well as the mutual covenants, agreements and conditions set forth herein, the parties agree as follows:

1. Definitions: For the purposes of this Agreement, the following words and terms shall have the indicated meanings:

"Prisoner" means an inmate held at the Gallia County Jail pursuant to ORC 341.12 and/or on charges relating to an offense in Meigs County's jurisdiction before sentencing regardless of the offense charges, or after sentencing when the inmate is convicted or sentenced.

"Per day" means any calendar date during which Gallia County holds a prisoner or holds a bed for Meigs County under this Agreement. This includes prisoners taken to court hearings, medical appointments or treatments, etc.
2. Meigs County agrees to send Gallia County and Gallia County agrees to accept from Meigs County such prisoners as Meigs County is unable to care for and to provide custody supervision, confinement and board for Meigs County's prisoners. Meigs County shall furnish all transportation for prisoners to and from the Meigs County Jail for any and all purposes.

Gallia County shall receive Meigs County prisoners who are lawfully committed into custody upon being furnished with a copy of the process of commitment/booking/medical paperwork, and Meigs County shall provide all other proper documentation for said commitment.
3. Gallia County shall maintain the Gallia County Jail in accordance with applicable minimum adult detention center standards of the State of Ohio as well as other pertinent laws, rules or regulations. Gallia County shall maintain, support and safely keep Meigs County prisoners in the same manner and condition as its own prisoners.
4. Meigs County agrees to pay Gallia County the sum of eighty (\$80.00) dollars per day for year one (1) and eighty-five (\$85) dollars per day for year two (2) and year three (3) of this contract, as full compensation for receiving, supervising, confining & boarding each prisoner. This contract is for 5 prisoners. Prisoner space not used up to 5 prisoners will still be paid at 5 to Gallia County. Prisoners in excess of 5 will be charged at the same rate as stated in this contract. Provided, however, should the actual cost to Gallia exceed eighty (\$80) or eight five (\$85) in year two (2) and year three (3), per day by reason of having to confine such prisoner under the provisions of one of the collateral contractual agreements of Gallia County, then Meigs County agrees to pay Gallia County the actual cost incurred by Gallia County under its contractual arrangements.
5. For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement, shall constitute one day.
6. Gallia County will invoice Meigs County monthly for its use of beds. Meigs County agrees to pay each invoice within thirty (30) days of the date of the invoice. Compensation for rendering of the services hereinbefore described during such calendar month shall be paid by Meigs County on or before the 15th of each month.
7. Meigs County shall be responsible for transporting Meigs County's prisoners to all non-emergency medical and/or dental appointments. In the event a Meigs County prisoner is hospitalized, Meigs County shall be responsible for the security of such Meigs County prisoner during their hospital stay.
8. Meigs County agrees they are responsible for the cost and expense of all medical, dental, vision, and prescriptions required by a Meigs County prisoner.
9. Meigs County authorizes Gallia County to determine whether and when a Meigs County prisoner requires emergency medical and/or dental care. Gallia County will immediately notify the shift commander or other officer in charge designated by Meigs County when Gallia County has authorized the removal of a Meigs County prisoner for emergency medical and/or dental care.
10. Meigs County agrees that upon notice that a Meigs County prisoner has been removed for emergency medical, and/or dental care, Meigs County shall immediately assume responsibility for guarding such Meigs County prisoner until he or she is returned to the Gallia County Jail. Written notice shall be given under this paragraph as soon as practicable after a prisoner has been removed for emergency medical and/or dental care.
11. Meigs County agrees they are responsible for any ambulance/life squad fees as well as Forty dollars (\$40.00) per hour fee payable to Gallia County for the personnel to provide the medical escort to and/or from the emergency room and/or until such time as Meigs County has relieved Gallia County from the medical escort for all Meigs County prisoners. (Minimum 2-hour charge)

12. Gallia County agrees that where hospital service is required for any such prisoner, such services shall be provided at Holzer Medical Center, unless the emergency of the situation prevents such use.
13. Gallia County agrees to obtain written approval from Meigs County before obtaining any non-emergency medical, and/or dental device or appliance for a Meigs County prisoner. Examples of such devices and appliances include but are not limited to eyeglasses, trusses and braces. Meigs County agrees to pay for the cost of any approved device or appliance plus all care and services related to providing any approved item.
14. Meigs County may elect to allow Meigs County prisoners to use the inmate medical and/or dental services contracted by Gallia County for non-emergency care. Meigs County shall notify Gallia County of such elections in writing. If Meigs County so elects, Meigs County agrees to pay the pertinent Medicaid rates established under HB 66 for all medical services provided and billed to Meigs County prisoners.
15. Gallia County will provide invoices, as received by providers, to Meigs County. Meigs County agrees to pay these within thirty (30) days of receipt directly to the provider of services.
16. In the event of the death of a prisoner, Gallia County shall not be liable for any costs or expenses related to said death. Meigs County shall pay for all expenses and costs related to said death.
17. Gallia County reserves the right, in its sole discretion, to reject, refuse, and/or have removed, any Meigs County prisoner regardless of contracted bed availability. Meigs County agrees to promptly (without delay) respond to Gallia County's request for the removal of any Meigs County prisoner(s).
18. Gallia County shall not be responsible for returning a Meigs County prisoner to Meigs County upon the completion of said prisoner's sentence. Meigs County shall pick up all prisoners who have completed their sentence and release them from their facilities.
19. Gallia County may maintain and support a Meigs County prisoner whose confinement extends beyond the terms of this Agreement consistent with the terms set forth in this Agreement or any subsequent modification or agreement entered into between the parties.
20. Meigs County shall reimburse Gallia County for any and all damage to the Gallia County Jail, its fixtures, appliances, equipment or other property owned by Gallia, caused by Meigs County prisoners, intentionally or negligently.
21. Meigs County shall have no obligation to reimburse Gallia for ordinary wear and tear to Gallia's real and personal property or for any personal injury to any of Gallia County's officials, agents, or employees caused by Meigs County's prisoners.
22. Meigs County prisoners confined in the Gallia County Jail shall be subject to the rules and regulations of the Gallia County Jail, which apply to all the prisoners therein.
23. No person under eighteen (18) years of age shall be received by the Gallia County Sheriff as a prisoner in the Gallia County Jail.
24. Nothing contained in this Agreement is intended to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the parties. Neither party nor their respective employees shall be considered an employee of the other party, nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the other party, including, without limitation, participation in Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability and severance pay.
25. No Meigs County prisoner, other person, or organization, other than the parties hereto shall have any interest hereunder, and nothing contained herein shall be construed so as to give any Meigs County prisoner, other person or organization other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement.
26. Gallia and Meigs Counties shall maintain liability insurance coverage in a minimum amount of \$1,000,000.
27. Gallia and Meigs Counties shall provide each other with written proof of coverage.
28. If Meigs County is not a CORSA insured county, Meigs County shall, if possible, name Gallia County as an additional insured under Meigs County's liability insurance.
29. Gallia County and Meigs County are not responsible for the action(s) or inaction of the other including their respective employees, officers, or agents and shall not be liable in damages to the other for services rendered or failure to render services under this agreement including but not limited to inadequacy of equipment, or for the negligence, misfeasance or nonfeasance of their employees or for any other cause related to the rendering of services under this agreement.
30. The term of this Agreement shall be from the 15th day of June, 2023 and continue until June 14, 2026.

- 31. This Agreement may be modified, extended and/or terminated upon the mutual agreement of the parties. Any such extension, modification and/or termination shall not become effective until set forth in writing and executed by both parties.
- 32. Meigs County agrees to remove and transport Meigs County prisoners from Gallia County within five (5) days of the termination date.
- 33. The law of the State of Ohio shall apply to the construction and interpretation of this Agreement and any dispute between the parties shall be determined in the Gallia County, Ohio Common Pleas Court.

IN WITNESS WHEREOF, the parties hereto have set their hands on the following dates with signatures.

This agreement shall be effective the 8th day of June, 2023.

Gallia County Board of Commissioners

Meigs County Board of Commissioners

BY: *s/David K. Smith*

BY: *s/Timmy Will*

BY: *s/R. Jay Stapleton*

BY: *s/Zachary Manuel*

BY: *s/Leslie Henry*

Sheriff of Gallia County

Sheriff of Meigs County

s/M. D. Champlin

s/Scott Fitch

Matt Champlin, Sheriff

Approved as to form:

s/Jeremy Fisher

Jeremy Fisher, Assistant Prosecuting Attorney

REORDER NO. 2503-23
CASTO & HARRIS

HORIZON POP SITE AGREEMENT

Clerk to the Board, Amanda Phillips submitted the final copy of the pop site agreement for signature and presented the Commissioners with the agreed upon warrant in the amount of \$30,000 for a ten-year period. The agreement is as follows:

PoP SITE EASEMENT AGREEMENT

THIS PoP SITE EASEMENT AGREEMENT (the "Agreement") is made this 15th day of June, 2023, by and between Gallia County Board of Commissioners ("Grantor") and Horizon Telcom, Inc. and its subsidiaries, an Ohio corporation ("Horizon") dba Horizon View Cable.

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein (the "Grantor Tract");

WHEREAS, Horizon desires to acquire from Grantor an Easement on a portion of the Grantor Tract to operate and maintain a "PoP Facility", as that term is hereinafter defined, and easements for ingress, egress and utilities on the Grantor Tract;

WHEREAS, Grantor and Horizon desire to establish certain Easement and rights with respect to the Grantor Tract, which easement and rights shall burden the Grantor Tract, as such easement and rights are described herein, upon the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Grantor and Horizon hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Horizon, subject to the limitations further described herein, an easement for a term specified in section 2 of this Agreement for the following purposes; TO HAVE AND TO HOLD, unto Horizon, its transfers, its successors and assigns:

(a) over, across, under, through and upon a portion of the Grantor Tract, for the purpose of installing, operating and maintaining utilities, conduits and lines on the Grantor Tract which are more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein ("Utility Easement"); and

(b) over, across, under, through and upon a portion of the Grantor Tract, for the construction, operation and maintenance of a point of presence fiber site ("PoP Site") on a portion of the Grantor Tract more particularly described on Exhibit "C" attached hereto and by this reference incorporated herein ("PoP Site Easement"); and

(c) ingress, egress and access over, across and through the Grantor Tract, from the public right of way to the real property described in the PoP Site Easement as is more particularly described on Exhibit "D" attached hereto and by this reference incorporated herein ("Access Easement"). The Utility Easements, PoP Site Easement, and Access Easement may be collectively referred to in this Agreement as the "Easement". Horizon may permit others to utilize the Easements, subject to the terms and conditions of this Agreement with the consent of Grantor which consent shall not be unreasonably withheld or delayed. In the event that utilities necessary to serve the equipment if Horizon or the equipment of Horizon's licensees or sublessees cannot be located within the Easement for ingress and egress, Grantor shall, upon Horizon's request, execute a separate written easement to the utility company providing the service or Horizon in a form which may be filed of record evidencing this right.

2. Term and Consideration. The term of this Agreement shall be TEN (10) years commencing on the date of the Agreement first written above ("Commencement Date") and terminating on the tenth anniversary of that date ("Initial Term"). There shall also be an option to extend this Agreement for (1) or more additional term(s) of TEN (10) years ("Renewal Term"). Horizon shall pay Grantor the sum of Thirty Thousand Dollars and No Cents (\$30,000.00) as consideration of the Initial Term. In the event that both parties agree to extend this Agreement for the Renewal Term, the consideration for the Renewal Term shall be negotiated between the Grantor and Horizon Telcom, Inc. and its subsidiaries, an Ohio corporation ("Horizon") dba Horizon View Cable.

3. Temporary Construction Easement. Or a period commencing on the date hereof and ending twelve (12) months after the date hereof, Grantor hereby grants and conveys to Horizon, and any contractors or subcontractors engaged by, through or under Horizon, a temporary easement over portions of the Grantor

Tract in the vicinity of the Easement for the purpose of permitting the construction of the PoP Facilities; TO HAVE AND TO HOLD, unto Grantor, its transfers, successors and assigns. Horizon further agrees to restore any property or landscaping damaged or destroyed in connection with or as a part of such installation, and agrees not to block, interfere with, or obstruct Grantor's right to use the property.

4. Grantor's Representations and Warranties. Grantor represents and warrants to Horizon and Horizon's successors and assigns that:

(a) Grantor has good and marketable title to the Easement and the Easement is free and clear of all liens and encumbrances other than those liens and encumbrances shown on Exhibit "E" attached hereto. Horizon may at Horizon's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance on the Easement. In the event that Horizon objects to any defect or cloud on title to the Easement, Horizon may declare this Agreement and any obligation of Horizon to lease the Easement or acquire the Easement to be void and of no further force or effect whereupon this Agreement shall become null and void and there shall be no further liability of Horizon to Grantor;

(b) Grantor has the authority to enter into and be bound by the terms of this Agreement;

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Grantor or which may otherwise affect the Grantor Tract; and

(d) The Grantor Tract is not presently subject to an easement, lease or other contract which may adversely affect Grantor's ability to fulfill its obligations under this Agreement and Grantor covenants that it shall not grant an option or enter into any contract which will affect the Grantor Tract or the Easement until this Agreement expires or is terminated by Horizon.

(e) No improvements installed by Horizon shall exceed a height of ten feet (10') above the top of the equipment shelter or building. Horizon is relying on its own investigation and inspection as to any zoning, subdivision regulations, restrictive covenants, and other conditions and restrictions that may prohibit the intended use of the Easement by Horizon.

These representations and warranties of Grantor shall survive the closing anticipated by the exercise of this Agreement.

5. Conditions Precedent. Upon obtaining written permission from Grantor, Grantor hereby grants to Horizon, its officers, agents, employees and independent contractors the right and privilege to enter upon the Grantor Tract and the Easement at any time after the date of this Agreement, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Grantor Tract and the Easement. Grantor shall provide Horizon with any necessary keys or access codes to the Grantor Tract if needed for ingress and egress. Horizon shall not unreasonably interfere with Grantor's use of the Grantor Tract in conducting these activities. Horizon's obligation to perform under this Agreement shall be subject to and conditioned upon:

(a) Horizon securing appropriate approvals for Horizon's intended use of the Grantor Tract from the Federal Communications Commission and any other federal, state or local regulatory authority having jurisdiction over Horizon's proposed use of the Grantor Tract;

(b) Horizon shall have the right to obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the opinion of the Horizon, such title report shows any defects of title or liens or encumbrances which adversely affect Horizon's use of the Grantor Tract or Horizon's ability to obtain financing, Horizon shall have no obligation to perform under this Agreement; and

(c) Horizon shall have the right to have the Easement surveyed and to have such engineering analyses performed as Horizon deems reasonable and necessary. In the event that any defects or circumstances are shown by the survey or the engineering analyses, which in the opinion of Horizon, may adversely affect Horizon's use of the Easement, Horizon shall have the right to rescind this Agreement immediately upon written notice to Grantor.

Horizon's inability to successfully satisfy these conditions or the occurrence of any other event which effectively prohibits Horizon's intended use of the Easement shall relieve Horizon from any obligation to perform under this Agreement.

6. Further Acts. Grantor shall cooperate with Horizon in executing any documents necessary to protect Horizon's rights under this Agreement or Horizon's use of the Easement and to take such action as Horizon may reasonably require to affect the intent of this Agreement. Grantor hereby irrevocably appoints Horizon or Horizon's agent as Grantor's agent to file applications on behalf of Grantor with federal, state and local governmental authorities which applications relate to Horizon's intended use of the Easement including but not limited to land use and zoning applications.

7. Improvements; Utilities; Access.

(a) Horizon shall have the right, at Horizon's sole cost and expense, to erect and maintain on the PoP Site Easement improvements, personal property and facilities, including without limitation, equipment shelters or cabinets, and related facilities (collectively the "PoP Facilities"). The PoP Facilities shall remain the exclusive property of Horizon throughout the term and upon termination of this Agreement. Grantor grants Horizon the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Horizon's tower or Horizon's other improvements, communications equipment or Easement rights;

(b) Horizon shall have the right to install utilities, at Horizon's expense, and to improve present utilities on the Utility Easement and PoP Site Easement. Horizon shall have the right to permanently place utilities on or to bring utilities across or under the Utility Easement to service the PoP Facilities. Grantor shall, upon Horizon's request, execute a separate written easement to the utility company providing the service in a form which may be filed of record evidencing this right;

(c) Grantor represents and warrants to Horizon that Horizon shall at all times during this Agreement enjoy ingress, egress, and access from the PoP Site Easement to an open and improved public road which presently exists and which shall be adequate to service the PoP Facilities. If no such public road exists or ceases to exist in the future, Grantor will grant an appropriate easement to Horizon, so that Horizon may, at its own expense, construct a suitable private access drive to the PoP Facilities. To the degree such access is across other property owned by Grantor, Grantor shall execute an easement evidencing this right.

(d) On not more than one occasion during the Initial Term or Renewal Term, Grantor may require Horizon to relocate the PoP Facilities elsewhere on the Grantor Tract if necessary to accommodate Grantor's use of other real property which adjoins the Easement. Grantor shall give Horizon not less than three hundred sixty five (365) days advance notice of the proposed relocation.

8. Subleases. Horizon shall have the right, with the consent of Grantor which consent shall not be unreasonably withheld or delayed., to license or sublease all or a portion of the Easement and the PoP Facilities to others. Horizon's licensee(s) and sublessee(s) shall be entitled to place additional improvements on and within the PoP Site, including but not limited to cabling and additional equipment within the PoP Site building, as are reasonably required for the operation and maintenance of the communications equipment to be installed by said licensee(s) and sublessee(s) together with rights of ingress and egress on the Access Easement and the right to install or improve utilities on the Utility Easement as if said licensee or sublessee were the Horizon under this Agreement; however, no licensee or sublessee shall be allowed to install an additional building or equipment shelter. All exterior additions are limited to a height of ten (10) feet above the PoP Site building.

9. Taxes. Horizon shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the PoP Facilities. Grantor shall pay when due all real property taxes and all other fees and assessment attributable to the Grantor Tract. Horizon shall pay any increase in real property taxes levied against Easements which are directly attributable to Horizon's use of the Easement and Grantor shall furnish proof of such increase to Horizon. In the event that Grantor fails to pay when due any taxes affecting the Grantor Tract or the Easement, Horizon shall have the right but not the obligation to pay such taxes and to demand reimbursement from Grantor for said amounts.

10. Insurance. Horizon shall purchase, and provide Grantor with proof of insurance, and maintain in full force and effect throughout the Initial Term and any Renewal Term such public liability and property damage policies as Horizon may deem necessary. Said policy of general liability insurance shall provide a combined single limit of \$1,000,000. Horizon shall indemnify and hold harmless Grantor, Gallia County Board of Commissioners,, Gallia County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, caused in whole or part by the negligent act of omission of the Grantor, any sub-lessee, any person directly or indirectly employed by any of them or the person for whose acts any of them are liable. Horizon further agrees to defend Grantor, Gallia County Board of Commissioners, Gallia County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out or in any way connected with the Property.

11. Assignment. This easement may not be assigned, amended, modified or supplemented except by written agreement executed by each of the parties hereto. Gallia County Board of Commissioners, Gallia County, will not unreasonably withhold assignment of this easement as long as Horizon remains primarily responsible and liable for this easement. This easement shall inure to the benefit of the parties hereto, their successors and assigns.

12. Waiver of Grantor's Lien. Grantor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the PoP Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

13. Notices. All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person (which may include by a nationally recognized overnight delivery service) to the intended addressee. Notice so mailed shall be effective upon its deposit in the custody of the United States Postal Service for mailing in accordance with the foregoing. Notice given in any other manner shall be effective only if and when received by the addressee. For the purposes of this Agreement, Grantor's address shall be initially designated as:

Gallia County Board of Commissioner
18 Locust Street
Gallipolis, Ohio 45631-1251
Attn: President, Gallia County Board of Commissioners

And Horizon's address shall be initially designated as:

Horizon Telcom, Inc.
68 East Main Street
Chillicothe, OH 45601
Attn.: Secretary / Treasurer

Either party may change its address for notice purposes hereunder by a notice of such change given to the other party hereto, in the manner set forth herein.

14. Successors, Transfers and Assigns. This Agreement and Easement shall be binding upon the successors and assigns of the parties hereto.

15. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Ohio.

16. Estoppel Certificates. Grantor and Horizon hereby covenant and agree to execute and deliver to the other, within fifteen (15) days after written request therefore by the party making such request, an estoppel certificate addressed to the party making the request, or such other addressee designated by the party making the request, certifying (if such be the case) (i) the party making the request is not in default under this Agreement, and (ii) no charges, payment, or other monies are due or owing from the party making the request for the estoppel certificate, or if such charges, payments, or other monies are due or owing the amount thereof.

WITNESS my hand and seal this 15th day of June, 2023.

"GRANTOR"

Approved as to form:

s/ Jason Holdren

Gallia County Prosecutor

s/ David K. Smith, President

Gallia County Board of Commissioners

s/ Q. Jay Stapleton, Vice President

Gallia County Board of Commissioners

s/ Leslie Henry, Commissioner

Gallia County Board of Commissioners

HORIZON TELCOM, INC.

By: s/ Joanne Salisbury

Senior Vice President of Operations, Horizon

The President entertained a motion to enter into an agreement with Horizon, an Ohio based business, Q. Jay Stapleton made and Leslie Henry seconded the motion; Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

COLE MASSIE – ECONOMIC DEVELOPMENT UPDATES

Cole Massie met with the Commissioners with the following updates:

- The CIC's application for funding to extend the sewer at Dan Evans Industrial Park has been approved, and is working to schedule a kickoff meeting with an engineering firm to get the process underway.
- A representative from Ohio Dept. of Natural Resources joined a group in Mercerville to collaborate on an outdoor recreation plan for the Crown City Wildlife Area as part of the Appalachian Community Grant Program. They are working with ODNR to see what uses could be permitted to supplement plans for paved hiking and biking trails on Township Roads in the Wildlife Area.
- The Economic Development Strategic Plan effort is moving forward. There were two community meetings in May and are working to solicit input on priorities. Mr. Massie sent the Commissioners the demographical information OU's Voinovich School presented during the community meetings, as well as an online form for them to provide input on priorities.

EXECUTIVE SESSION – COLE MASSIE – ECONOMIC DEVELOPMENT

11:55 a.m., the President entertained a motion to enter into executive session with Cole Massie, URG Economic Development Director to discuss confidential business information about economic development matters. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Returned to regular session at 12:11 p.m. No action taken.


*1:30 pm – The Commissioners Q. Jay Stapleton, Leslie Henry met with Granger and DLZ for the Jail OAC meeting in the Granger field office conference room, 537 2nd Ave. Gallipolis, Ohio.

CEBCO HEATH & WELLNESS PROGRAM

Justin Grant, CEBCO and Scott & John Saunders, Saunders Insurance gave an update on the benefits with the CEBCO Health & Wellness program and an Experience/claims review for April 2022-March 2023. No action taken.

ADJOURN

At 4:00 p.m. the President entertained a motion for adjournment. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.



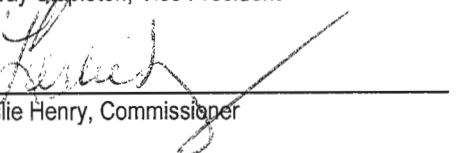
David K. Smith, President



Amanda Phillips, Clerk to the Board



Q. Jay Stapleton, Vice President



Leslie Henry, Commissioner

RE-ORDER NO. 25403-23
MARRIS, INC.