

JULY 13, 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 for approval of the July 6, 2023 minutes. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

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
7/9	6	0	0	0	11	0	0	0	11	19	0	0	0	10

PROBATE/JUVENILE COURT – OVB CREDIT CARD ACCOUNT

Probate Court submitted a letter to the Commission to sign that would allow Judge Thomas S. Moulton Jr. to request an additional credit card for Probate/Juvenile Court. President Smith entertained signing the letter as submitted. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea, Mr. Stapleton, yea, Ms. Henry, yea

CONSULTANT AGREEMENT – SHERIFF

Tom White, Special Projects Manager presented a Consultant Agreement between the Gallia-Jackson-Vinton Joint Vocational School District Board of Education (“Board”) and the Gallia County Sheriff’s office (“Consultant”), an independent contractor, for the provision of services by the Consultant to the Board. The agreement is for the Sheriff’s office to provide one School Resource Officer at the Buckeye Hills Career Center for 40 hours a week during the 2023-2024 school year. The Board will pay all fees required for this Resource Officer. The President entertained a motion to approve the consultant agreement. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

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

Heather Casto, Administrator for the Sheriff’s Department submitted the 2023 Gallia County Jail Contract with the City of Wellston for approval. The President entertained a motion to approve 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.

Upon the recommendations of the Sheriffs of Gallia County, Ohio and City of Wellston, Ohio, this Agreement is entered into this 1st 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 City of Wellston Commissioners (hereafter, the Board of City of Wellston Commissioners and Sheriff are jointly referred to as

“City of Wellston”), for Gallia County’s acceptance and incarceration of City of Wellston 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 City of Wellston’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 City of Wellston under this Agreement. This includes prisoners taken to court hearings, medical appointments or treatments, etc.

2. City of Wellston agrees to send Gallia County and Gallia County agrees to accept from City of Wellston such prisoners as City of Wellston is unable to care for and to provide custody supervision, confinement and

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board for City of Wellston's prisoners. City of Wellston shall furnish all transportation for prisoners to and from the Gallia County Jail for any and all purposes.

Gallia County shall receive City of Wellston prisoners who are lawfully committed into custody upon being furnished with a copy of the process of commitment/booking/medical paperwork, and City of Wellston 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 City of Wellston prisoners in the same manner and condition as its own prisoners.

4. City of Wellston agrees to pay Gallia County the sum of one hundred (\$100.00) dollars per day as full compensation for receiving, supervising, confining & boarding each prisoner. Provided, however, should the actual cost to Gallia exceed one hundred dollars (\$100.00) per day by reason of having to confine such prisoner under the provisions of one of the collateral contractual agreements of Gallia County, then the City of Wellston 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 City of Wellston monthly for its use of beds. City of Wellston 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 City of Wellston on or before the 15th of each month.

7. City of Wellston shall be responsible for transporting City of Wellston prisoners to all non-emergency medical and/or dental appointments. In the event a City of Wellston prisoner is hospitalized, City of Wellston shall be responsible for the security of such City of Wellston prisoner during their hospital stay.

8. City of Wellston agrees they are responsible for the cost and expense of all medical, dental, vision, and prescriptions required by a City of Wellston prisoner.

9. City of Wellston authorizes Gallia County to determine whether and when a City of Wellston prisoner requires emergency medical and/or dental care. Gallia County will immediately notify the shift commander or other officer in charge designated by City of Wellston when Gallia County has authorized the removal of a City of Wellston prisoner for emergency medical and/or dental care.

10. City of Wellston agrees that upon notice that a City of Wellston prisoner has been removed for emergency medical, and/or dental care, City of Wellston shall immediately assume responsibility for guarding such City of Wellston 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. City of Wellston 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 City of Wellston has relieved Gallia County from the medical escort for all City of Wellston 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 City of Wellston before obtaining any non-emergency medical, and/or dental device or appliance for a City of Wellston prisoner. Examples of such devices and appliances include but are not limited to eyeglasses, trusses and braces. City of Wellston agrees to pay for the cost of any approved device or appliance plus all care and services related to providing any approved item.

14. City of Wellston may elect to allow City of Wellston prisoners to use the inmate medical and/or dental services contracted by Gallia County for non-emergency care. City of Wellston shall notify Gallia County of such elections in writing. If Lawrence County so elects, City of Wellston agrees to pay the pertinent Medicaid rates established under HB 66 for all medical services provided and billed to City of Wellston prisoners.

15. Gallia County will provide invoices, as received by providers, to City of Wellston. City of Wellston agrees to pay these within thirty (30) days of receipt directly to the provider 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. City of Wellston shall pay for all expenses and costs related to said death.

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17. Gallia County reserves the right, in its sole discretion, to reject, refuse, and/or have removed, any City of Wellston prisoner regardless of contracted bed availability. City of Wellston agrees to promptly (without delay) respond to Gallia County's request for the removal of any City of Wellston prisoner(s).

18. Gallia County shall not be responsible for returning a City of Wellston prisoner to City of Wellston upon the completion of said prisoner's sentence. City of Wellston shall pick up all prisoners who have completed their sentence and release them from their facilities.

19. Gallia County may maintain and support a City of Wellston 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. City of Wellston 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 City of Wellston prisoners, intentionally or negligently.

21. City of Wellston 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 City of Wellston's prisoners.

22. City of Wellston 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 City of Wellston 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 City of Wellston 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 County and the City of Wellston shall maintain liability insurance coverage in a minimum amount of \$1,000,000.

27. Gallia County and the City of Wellston shall provide each other with written proof of coverage.

28. If City of Wellston is not a CORSA insured county, City of Wellston shall, if possible, name Gallia County as an additional insured under City of Wellston's liability insurance.

29. Gallia County and City of Wellston 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 13th day of July, 2023 and continue until December 31, 2023.

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. City of Wellston agrees to remove and transport City of Wellston 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.

The Memorandum of Agreement for Jail Services is on file and is available at the commissioner's office

CASSTO & HARRIS, INC. — RE-ORDER NO. 25403-23

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EXECUTIVE SESSION – COMMISSIONERS – PERSONNEL

9:25 a.m., the President entertained a motion to enter into executive session 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 9:45 a.m. No action taken.

PROSECUTOR – BUDGET DISCUSSION

Prosecutor Jason Holdren met with the Commissioners to discuss staffing and the Prosecutor's budget. Mr. Holdren addressed the need for additional staff and funding for salaries and to direct more attention on delinquencies and foreclosures. No action taken.

CENTERVILLE CULVERT PROJECT MATCH

Grants Administrator Karen Sprague advised the Commission she had been contacted by Centerville Village Mayor Gene Layton regarding a culvert failure under SR 279 in the Village that was causing water to back up and damage property. Mr. Layton advised ODOT told the village it's theirs to fix since it's within village limits. Mayor Layton asked Ms. Sprague if the County would assist him with an RTPO Surface Transportation Grant Application through OVRDC for this project. Ms. Sprague advised the Commission she would be happy to assist the village and that she had obtained a cost estimate from the County Engineer for this project totaling \$84,500. Ms. Sprague further advised the grant program requires a 10% local match, \$8,450. Mr. Stapleton advised he would like for the county to provide this match from ARPA funds. President Smith entertained a motion for the county to approve providing the \$8,450 (10%) match from ARPA funds. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Ms. Sprague advised she would prepare the required ARPA resolution and a matching funds letter for approval by the Commission at a future meeting.

REJECTION OF ALL BIDS – AIRPORT TERMINAL BUILDING – SCHEDULE 1 REHAB ROTATING AIRPORT BEACON

Grant Administrator Karen Sprague presented the Commission with Bid Tabulation Review and Recommendation for Delta Airport Consultants for the Schedule 1 Rehab Rotating Airport Beacon Project. Delta Airport Consultants letter notes the lowest bid received in the amount of \$117,700 is 47.1% above the engineer's estimate of \$80,000 and recommends the Commission reject all bids and the project be re-bid sometime after October 1, 2023, after federal fiscal year 2024 begins. Ms. Sprague noted this is her recommendation as well after discussion with the County's FAA Program Manager Mark Grennell, who advised it is too late at this point to rebid and submit final application for 2023 FAA grant funding. President Smith entertained a motion to reject all bids submitted on 6/29/2023 for the Schedule 1 Rehab Rotating Airport Beacon Project and direct Delta Airport Consultants to prepare to rebid this project in October 2023. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

REJECTION OF ALL BIDS – AIRPORT TERMINAL BUILDING – SCHEDULE 2 BUILDING DEMOLITION, UTILITY CONSTRUCTION & SITE PREPARATION

Grant Administrator Karen Sprague presented the Commission with Bid Tabulation Review and Recommendation for Delta Airport Consultants for the Schedule 2 Building Demolition, Utility Construction & Site Preparation Project. Delta Airport Consultants letter notes the lowest bid received in the amount of \$286,806.92 is 24.7% above the engineer's estimate of \$230,000 and recommends the Commission reject all bids and the project be re-bid sometime after October 1, 2023, after federal fiscal year 2024 begins. Ms. Sprague noted this is her recommendation as well after discussion with the County's FAA Program Manager Mark Grennell, who advised it is too late at this point to rebid and submit final application for 2023 FAA grant funding. President Smith entertained a motion to reject all bids submitted on 6/29/2023 for the Schedule 2 Building Demolition, Utility Construction & Site Preparation Project and direct Delta Airport Consultants to prepare to rebid this project in October 2023. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

REJECTION OF ALL BIDS – AIRPORT TERMINAL BUILDING – SCHEDULE 3 TERMINAL BUILDING CONSTRUCTION

Grant Administrator Karen Sprague presented the Commission with Bid Tabulation Review and Recommendation for Delta Airport Consultants for the Schedule 3 Terminal Building Construction Project. Delta Airport Consultants letter notes the lowest bid received in the amount of \$1,728,450 is 92% above the engineer's estimate of \$900,000 and recommends the Commission reject all bids and the project be re-bid sometime after October 1, 2023, after federal fiscal year 2024 begins. Ms. Sprague noted this is her recommendation as well after discussion with the County's FAA Program Manager Mark Grennell, who advised it is too late at this point to rebid and submit final application for 2023 FAA grant funding. President Smith entertained a motion to reject all bids submitted on 6/29/2023 for the Schedule 3 Terminal Building Construction Project and direct Delta Airport Consultants to prepare to rebid this project in October 2023. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

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LETTERS TO FAA REGARDING BID REJECTIONS & CARRY-OVER OF FUNDS

Grants Administrator Karen Sprague presented the Commission with the following letters to the FAA & FAA Form 5100-110 Transfer of Entitlements form that are required to notify the FAA of the bid rejections, the County's intention to carry-over unused FAA funds and the County's Agreement to Transfer Entitlements (FAA funds) that have reached the allowable carryover term limit of 4 years:

- Letter #1 – Project Bid Results, Tabulations and Recommendation
- Letter #2 – Carry-over of all FY2023 and uncommitted previous years BIL-AIG Grant Funds to FY 2024
- Letter #3 – Carry-over of all FY 2023 and uncommitted previous years AIP NPE Grant Funds to FY 2024
- FAA Form 5100-110 – Request for FAA Approval of Agreement for Transfer of Entitlements for AIP NPE FY 2020 in the amount of \$150,000 (noting these funds have reached their 4-year carryover term).

President Smith entertained a motion to approve and sign FAA letters 1, 2 & 3 along with FAA Form 5100-110 as noted above. Leslie Henry moved and Q. Jay Stapleton seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

2021 WWIP GRANT TARA ESTATE SEWER – 2023 2nd QUARTER REPORT

GMCAA Grants Administrator Karen Sprague presented the Commission with the 2023 2nd Quarter Report for the period April 1, 2023 thru June 30, 2023 for the County's FY 2021 WWIP ARPA Grant for the Tara Estates Sewer Replacement Project which has been submitted to the Ohio Department of Development before the due date of 7/12/2023. The following project/activity were noted:

- During the 2nd quarter of 2023 WWIP Grant Funds expended total \$4,239.71
 - o Professional Fees paid to DLZ as project engineer total \$4,239.71
- Matching funds spent during the 2nd Quarter of 2023 totaled \$2,333.49 and sources were as follows:
 - o B-X-21-1AY-1 CDBG CI Grant funds expended total \$2,333.49:
 - § \$2,333.49 Professional Fees paid to DLZ as project engineer

David Smith entertained a motion that the 2023 2nd Quarterly Report be approved as submitted to ODO. Q. Jay Stapleton made and Leslie Henry seconded that motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. The report is on file in the County's WWIP project grant files

2021 WWIP GRANT CHESHIRE DD WWTP – 2023 2nd QUARTER REPORT

GMCAA Grants Administrator Karen Sprague presented the Commission with the 2023 2nd Quarter Report for the period April 1, 2023 thru June 30, 2023 for the County's FY 2021 WWIP ARPA Grant for the Cheshire DD WWTP Replacement Project which has been submitted to the Ohio Department of Development by the due date of 7/12/2023. The following project/activity were noted:

- During the 2nd quarter of 2023 WWIP Grant Funds expended total \$257,094.53 during the second quarter reporting period of April 1, 2023 to June 30, 2023 as follows:
 - o Professional Fees in the amount of \$600 were paid to DLZ, project engineering firm.
 - o Cheshire DD WWTP Replacement Funds in the amount of \$256,494.53 were paid to Mack Industries, Inc., project contractor.

David Smith entertained a motion that the 2023 2nd Quarterly Report be approved as submitted to ODO. Leslie Henry made Q. Jay Stapleton and seconded that motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. The report is on file in the County's WWIP project grant files

SHERIFF – JAIL SOFTWARE

Sheriff Matt Champlin met with the Commissioners to request entering into contract with Motorola to purchase the Jail Management Software Operating System in the amount of \$150,520.00. President Smith entertained a motion to approve Sheriff Champlin to sign the contract with Motorola. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

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GALLIA COUNTY PROSECUTOR – TITLE IV-E AGREEMENT

JFS Director Dana Glassburn presented the Title IV-E agreement between Gallia County Board of Commissioners through their agent Gallia County Department of Job and Family Services Children Services Division and the Gallia County Prosecutor for approval. The President entertained a motion to approve and sign the agreement. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

The Full IV-E Contract is on file and is available at the commissioner’s office

DJFS – SUBGRANT AGREEMENT

DJFS Director Dana Glassburn presented the commissioners the following G-SY24 – 0006:

**GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

RECITALS

This Subgrant Agreement between the Gallia County Department of Job and Family Services, (hereinafter referred to as "CDJFS") located at 848 3rd Avenue, Gallipolis OH 45631 and Gallia County Sheriff, (hereinafter referred to as "SUBGRANTEE IS'BH") (DUNS# 121986228) and (Unique Entity ID HSW9X93ULWA3) located at 18 Locust St., Gallipolis, Ohio 45631. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

This Subgrant is made pursuant to the following federal award: Adult Protective Service, State grant; and Title XX CFDA 93.667 (original award date 10/1/2022; FAIN# 2301OHSOSR) and the Social Services Block Grant, as administered by the U.S. Department of Health and Human Services and the Fraud Prevention Control state grant. At the time of signing the subgrant the FFY23 Title XX CFDA Federal award had not been signed. CDJFS will place updated Federal Award sign date once received. This Subgrant is also made pursuant to the following state award: Benefit Bridge Non-TANF. This Subgrant is not for research and development purposes.

This Subgrant Agreement will be in effect from July 1, 2023 to June 30, 2024 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

This grant is in the total amount of two hundred twenty-six thousand, , four hundred forty dollars (\$226,440.00).

The full subgrant agreement is on file at the commissioner’s office and DJFS.

The President entertained the motion to sign the subgrant agreement amendment as recommended. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea

DJFS – URG SOCIAL WORK PROGRAM

JFS Director Dana Glassburn submitted an agreement between the University of Rio Grande Social Work Program and Gallia County Children Services/DJFS for the purpose of defining the relationships and responsibilities between the parties for the University’s provision of the Child Welfare University Partnership Program with the agency. President Smith entertained giving Mr. Glassburn the authority to sign the agreement. Leslie Henry made and Q. Jay Stapleton seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

DJFS – EMPLOYEE RESIGNATION – TAMMY MILLIKEN

JFS Director Dana Glassburn presented the Commissioners with a letter of resignation from Tammy Milliken effective July 14, 2023, that included a two-week notice. The President entertained a motion to accept Ms. Milliken’s resignation letter. Q. Jay Stapleton moved and Leslie Henry seconded the motion. Roll call: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

REQUEST FOR PROPOSALS – FINANCING 2 SHERIFF CRUISERS

Commissioner Smith noted the time being 11am, the Commission would open the proposals submitted for financing of 2 new sheriff cruisers (2024 Chevy Tahoe’s with DB upfit in the amount of \$56,791 each from Tim Lally Chevrolet in Warrensville Heights, Ohio). Mr. Smith further noted the cruisers are being purchased through State Cooperative Purchasing and therefore are not required to be bid by the county. Financing Proposals submitted were as follows:

• **GM Financial of Irving, Tx:**

o Option #1: 4-year term at 7.554% interest with 4 annual payments of \$15,784.24 = \$63,136.96

o Option #2: 5-year term at 7.473% interest with 5 annual payments of \$13,051.33 = \$65,256.65

• **Farmers Bank of Gallipolis, OH** provided an email stating interest rate of 5%

• **WesBanco of Gallipolis, OH:**

o Option #1: 60 payments at 6.85% fixed loan; \$250 loan origination fee, \$250 loan documentation fee, \$25 recording fee for notation of loan on the title

o Option #2: 60 payments at 6.40% fixed as general obligation bond; \$250 loan origination fee, \$2,250 loan documentation fee, \$25 recording fee for notation of loan on the title

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· **Ohio Valley Bank of Gallipolis, OH:**

- o Option #1: 60 months at 7.75% fixed loan
- o Option #2: 60 months at 6.50% fixed as general obligation bond

· **US Bank Government Leasing and Finance, Inc.:**

- o 5 year term at 5.93% fixed tax-exempt municipal lease

Commissioner Smith entertained a motion to accept the lowest interest rate proposal from Farmers Bank at 5 % for a term of 5 years. Q. Jay Stapleton made and Leslie Henry seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.

EXECUTIVE SESSION – EMS EMPLOYEES – PERSONNEL

At 11:23 a.m. the president entertained a motion to enter into executive session with EMS Director Keith Wilson and EMS employees to discuss to the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. 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 12:24 p.m., no action taken.

CHANGE ORDER #4 – CDBG TARA ESTATES SEWER REHABILITATION PROJECT

Grants Administrator Karen Sprague presented the Commission with Change Order No. 4 paperwork for the CDBG Tara Estates Sewer Rehabilitation Project with Southern Ohio Trenching & Excavating, Inc. The change order is being requested as follows:

- Change Order 4: Replace an unknown run of mainline and manhole that existed in the system with one service in the run and include all incidentals as shown in the attached anticipated quantities. This is an overall increase of \$318,735.00

- Total of change order 4 = \$318,735.00

Contract amount adjustments as follows:

- Original contract price = \$1,036,412.50
- Change order #1 = \$202,750.00
- Change order #2 = \$104,252.40
- Change order #3 = (\$8,240.77)
- Change order #4 = \$318,735.00
- New contract total = \$1,653,909.13
- New contract time: increase by 61 calendar days; Final completion 8/31/2023

Ms. Sprague advised the project has the following funding:

- WWIP grant \$1,373,594 (Prof Fees-\$130,431; Sewer Replacement-\$905,663; Household Connections-\$337,500)
- CDBG CD grant \$130,000 (Sewer Replacement)
- CDBG CI grant \$470,000 (Prof Fees-\$71,900; Sewer Replacement-\$398,100)


Therefore, we have \$905,663 + \$337,500 + \$130,000 + \$398,100 = \$1,771,263 for sewer replacement and our current contract is \$1,653,909.13 = \$117,353.87 extra after this change order.

DLZ Engineer Gary Silcott & Jake Walburn from SOTE are both in agreement with this change order. President Smith entertained a motion to approve the change order form as requested. Q. Jay Stapleton made and Leslie Henry seconded that motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea. Form was signed by David K. Smith, as President of the Commission.

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ADJOURN

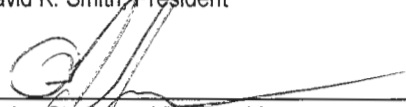
At 4:00 p.m. the President entertained a motion for adjournment. Q. Jay Stapleton made and Leslie Henry seconded that motion. Upon roll call votes were as follows: Mr. Smith, yea; Mr. Stapleton, yea; Ms. Henry, yea.



David K. Smith, President



Amanda Phillips, Clerk to the Board



Q. Jay Stapleton, Vice President



Leslie Henry, Commissioner