

NOVEMBER 21, 2019

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Brent Saunders. Roll Call: President Brent Saunders, present; Vice President Harold G. Montgomery, present; Commissioner David K. Smith, present.

EXECUTIVE SESSION – LEGAL

At 9:02 a.m. the President entertained a motion to enter into executive session with Prosecutor Jason D. Holdren to discuss legal. Harold G. Montgomery moved and David K. Smith seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea. Returned to regular session at 9:13 a.m.; no action taken.

The President entertained a motion for approval of the November 14, 2019 minutes. Harold G. Montgomery moved and David K. Smith seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Auditor	Larry Betz	11/20 – 11/22	Westerville, Ohio	CAAO Winter Conference Mtg
Commissioners	Harold Montgomery & Melisa Clark	11/21	Waverly, Ohio	OVRDC Executive Committee Mtg

The President entertained a motion to approve travel requests as submitted. David K. Smith moved and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

2019 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
11/17	9	1	0	0	12	0	0	0	13	15	0	0	0	0

DEFENSE OF INDIGENT

Attorney Andy Noe met with the commissioners to discuss their 2020 proposal for Defense of Indigent. Mr. Noe noted they would like to add an additional attorney to the group, also noting the Common Pleas Judge and the Municipal Judge are requesting a defense attorney at their drug courts. Mr. Montgomery noted the current proposal is unacceptable. Mr. Smith noted for the group to review with the County Administrator Karen Sprague and resubmit. Mr. Noe is on the next meeting 's agenda November 26, 2019. No action taken.

PROSECUTING ATTORNEY

Prosecutor Jason D. Holdren introduced two South Gallia students Jesse Chapman and Alison Lockhart. Mr. Holdren is mentoring these students with their senior projects. The commissioners welcomed them and answered their questions concerning their projects on Children Services and Juvenile Court. No action taken.

RESOLUTION – CDBG FINANCIAL AUDIT RESPONSE

County Administrator Karen Sprague presented the Commission with the CDBG Financial Audit as prepared by the ODSA Auditor for grant periods ending 8/31/2019. The audit notes there were no questioned costs or material weaknesses.

- Audit Objective 1: Reliability of Financial Reports: We found that costs charged to one of the grants and the revolving loan funds were not properly summarized and reported to ODSA.
- Audit Objective 2: Allowability of Costs: We tested the allowability of costs in accordance with the terms of the various grants. For the items tested, we did not find any questioned costs. In addition, for items not tested, we found nothing to indicate that the costs charged to the various grants were not allowable.
- Audit Objective 3: Legal Compliance: We tested other matters of legal compliance related to the County's system of financial management. For the items tested, we found instances of noncompliance. For the items not tested, we found nothing to indicate that the County had not complied with the significant terms and conditions of the various grant agreements. Our findings are summarized below. Financial reports not in agreement with general ledger. Late reporting.
- Audit Objective 4: Accounting Control Weaknesses: Our review of the internal control system did not reveal any conditions we believe are significant deficiencies in the design or the operation of the internal control system. We did not find any material weaknesses in the County's system of internal accounting controls.

Ms. Sprague presented the Commission with the following response letter to ODSA. Brent Saunders entertained a motion to approve and sign the response letter as presented. David K. Smith moved and Harold G. Montgomery seconded the motion. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

11/21/2019

Jeff Bankley, CPA, Audit Executive
Ohio Development Services Agency
Attn: Teresa L. Edwards, CPA, Senior External Auditor
P O Box 1001
Columbus, Ohio 43216-1001

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RE: *Response to Financial Compliance Audit*

Dear Mr. Bankley,

Response to Finding #1 – Financial Reports Not in Agreement with General Ledger:

- CDBG B-C-18-1AY-1 Home Building Repair we reported \$15,000 as spent on Status Report #2 submitted on 9/17/2019, Ledger reflects \$12,700, Difference \$2,300
 - As you can see from our attached GMFS grant tracking ledger Gallia County had an expenditure on 9/5/2019 of \$2,300 that should not have been included on the Status Report. Gallia County will assure the expenditure cutoff deadline is followed for all future status reporting.
- HOME B-C-18-1AY-2 Down Payment Asst. we reported \$28,130 as spent on Status Report #2 submitted on 9/17/2019, Ledger reflects \$21,730, Difference \$6,400
 - As you can see from our attached GMFS grant tracking ledger Gallia County had an expenditure on 9/5/2019 of \$6,400 that should not have been included on the Status Report. Gallia County will assure the expenditure cutoff deadline is followed for all future status reporting.
- HTF S-C-18-1AY-1 Home Building Repair we reported \$0.00 as spent on Status Report #2 submitted on 9/17/2019, Ledger reflects \$3,535, Difference (\$3,535)
 - As you can see from our attached GMFS grant tracking ledger Gallia County had 2 expenditures before the 8/31/2019 Status Report cutoff deadline that we should have included on the Status Report. Staff missed reporting these expenditures on the Status Report. Gallia County will assure the expenditures are properly reported on future Status Reports based on all expenditures made through the cutoff deadline.

Response to Finding #2 – Late Reporting:

- Gallia County will assure Status and Final Performance Reports are submitted timely. ODSA Financial Auditor Teresa Edwards advised the Status Reports are due within 15 days of the expenditure cutoff deadline as follows:
 - Status Report #1 expenditure cutoff deadline 2/28 – submission deadline 3/15
 - Status Report #2 expenditure cutoff deadline 8/31 – submission deadline 9/15
 - Status Report #3 expenditure cutoff deadline 2/28 – submission deadline 3/15
 - Status Report #4 expenditure cutoff deadline 8/31 – submission deadline 9/15
 - Final Performance Report expenditure cutoff deadline date is stated in the grant agreement
- The future reporting deadlines will be added to the Commissioner's Office calendar in order for office management to assure the work is completed timely.

Respectfully submitted,

s/ Brent Saunders, President
Gallia County Commissioners

Encl. 3

HOME PROGRAM – HOMEOWNER WRITTEN AGREEMENT

County Administrator Karen Sprague presented the Commission with a Homeowner Written Agreement as required by the Home Program for Private Owner Rehabilitation. Ms. Sprague noted this agreement is between Kevin L. & Clorissa M. Coppick and the Gallia County Commissioners for a HOME funded project that is part of the 2018 CHIP grant program. Brent Saunders entertained a motion to approve and sign the agreement as presented. Harold G. Montgomery moved and David K. Smith seconded the motion. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

RESOLUTION – COST ALLOCATION PLAN AGREEMENT FOR PROFESSIONAL SERVICES

County Administrator Karen Sprague presented the Commission with an Agreement for Professional Services with Maximus for the counties annual Cost Allocation Plan for the term of 1/1/2020 thru 6/30/2023 in the amount of \$26,700 with the following fee breakdown:

- Calendar Year 2019 - \$8,900
- Calendar Year 2020 - \$8,900
- Calendar Year 2021 - \$8,900

Ms. Sprague noted the fee has remained this same amount each year going back to 2015. Brent Saunders entertained a motion to approve the Maximus agreement for professional services for the counties annual Cost Allocation Plan. Harold G. Montgomery moved and David K. Smith seconded the motion. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

REVIEW RECORD - B-F-19-1AY-1

CERTIFICATION OF DETERMINATION OF A CATEGORICAL EXCLUSION PROJECT

County Administrator Karen Sprague presented the Commission with the paperwork for approval of the Environmental Review Record for the following project for which a certification of determination of a categorical exclusion project could be made:

- Perry & Walnut Townships –Street Improvement Project (County Patriot Road Paving Project)
- Brent Saunders entertained a motion to approve the forms as presented contingent upon no complaints being received thru end of the local comment period ending 4 pm 11/22/2019. David K. Smith made and Harold G. Montgomery seconded that motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea. All forms were signed after the comment period by Brent Saunders, as President of the Commission, and they are on file in the County's CDBG files.

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SHERIFF - HOLZER MOU

The President entertained a motion to approve the following and sign the MOU as presented. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea

**Memorandum of Understanding
Between
Gallia County Sheriff's Department
And
Holzer Clinic, LLC**

This Memorandum of Understanding ("MOU") is entered into on the 21st day of November, 2019, by and between Holzer Clinic, LLC an Ohio not-for-profit limited liability company, with its principal place of business at 100 Jackson Pike, Gallipolis, OH 45631 ("the Clinic"), Holzer Hospital Foundation dba Holzer, an Ohio not-for-profit corporation, with its principal place of business at 100 Jackson Pike, Gallipolis, OH 45631 (collectively with the Clinic referred to as "Holzer") and the Gallia County Sheriff's Department ("Sheriff's Department"), located at 18 Locust Street, Gallipolis, OH 45631.

WHEREAS, the Clinic provides outpatient medical services to citizens of Gallia County and employs Advanced Practice Providers for the provision of those medical services.

WHEREAS, the Sheriff's Department has an obligation, pursuant to Ohio law, to provide primary medical care to persons while incarcerated in its facility.

WHEREAS the Sheriff's Department wishes to retain the services of Holzer's medical providers to provide services to the inmates incarcerated under the care of the Sheriff's Department.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. **Term and Termination**

This MOU shall be effective for two (2) years, beginning November 15, 2019 and ending November 14, 2021. This MOU shall not automatically renew. Either party may terminate this MOU for any reason and at any time during the term upon providing thirty (30) days prior written notice to the other party.

2. **Services to be Provided**

Holzer agrees to provide a qualified medical provider for a minimum of eight (8) hours per week for on-site medical primary care at the Gallia County Jail located at 18 Locust Street, Gallipolis, OH 45631 ("the Jail") as well as a minimum of two (2) hours per week of on-site medical care at the Gallia County Work Release Center located at 8323 State Route 7 North, Cheshire, Ohio 45620 ("Release Center"). Holzer's providers shall provide primary medical care, to include, but not be limited to performing medical assessments, taking a history and performing a medical physical, suture removal, TB testing, and other non-urgent/non-emergent medical services at such frequencies as required by the Gallia County Sheriff's Department in compliance with Ohio Administrative Code 5120:1-8-01, et seq., including completion of the required assessments in the form attached hereto as Exhibit A. In the event the Holzer provider determines that an inmate's medical condition is beyond the conditions that can be safely treated at the Jail or Release Center, such inmate shall be transported by medical ambulance or other safe transport means to Holzer's Emergency Department or Urgent Care Department located at 100 Jackson Pike, Gallipolis, Ohio for the appropriate emergent or urgent care and treatment.

3. **Employment of Providers.**

The parties agree that all providers rendering medical services under this MOU shall be employed by and compensated by Holzer and/or its related entities. Holzer shall be responsible for payment of all compensation due to said providers under this MOU and shall provide and pay for all worker's compensation and unemployment compensation benefits for said providers while providing services under this MOU.

4. **Malpractice Insurance.**

Holzer shall provide and pay for malpractice insurance coverage in the amount of \$1 Million per claim/\$3 Million aggregate for all services rendered pursuant to this MOU.

5. **Space for Provision of Services.**

The parties agree that all medical services provided under this MOU shall be done in a private area of the County Jail or Work Release Center in which the patient/inmate's privacy shall be protected. A guard employed by or under contract with the Gallia County Sheriff's Department shall be present in the private area at all times with the Holzer provider during the provision of medical services under this MOU.

6. **Charting and Medical Consents**

Because the services under this MOU establish a patient/provider relationship, each medical encounter shall be documented and maintained in a HIPAA-compliant electronic medical record. Additionally, prior to the commencement of the medical encounter, each inmate shall be required to execute a General Consent to Treat in the form attached hereto as Exhibit B, which shall also be maintained in a HIPAA-compliance medical record. Such consent shall also contain consent by the inmate to have a third party (Sheriff's deputy or other law enforcement personnel) to be present while the inmate's protected health information ("PHI") is discussed with the health care professional.

7. **Medications**

As appropriate, the Holzer provider may prescribe maintenance medications (no Schedule narcotics or opioid medications) to be taken by the patient/inmate while incarcerated at the Jail. Such prescriptions shall be filled at the Holzer Family Pharmacy located at 100 Jackson Pike, Gallipolis, OH 45631 and paid for by the Sheriff's Department pursuant to Section 7, below. Such medications shall be stored in a secure manner and maintained by and administered by employees or contractors of the Sheriff's Department.

8. **Payment for Services**

All outpatient services as listed in Section 2, above will be charged at agreed upon rates as set forth in Exhibit C to this MOU. Holzer shall bill the Sheriff's Department on a monthly basis for actual hours worked by the Holzer providers for that calendar month. A separate statement for medications shall be provided to the Sheriff's office and paid separately from the APP provider hours. Payment shall be due within forty-five (45) days from the date of the invoice. Charges for emergent or Urgent medical care and treatment rendered at Holzer's Emergency Department or Urgent Care Department shall be billed separately under Holzer's usual and customary practices as such charges are incurred and are outside the scope of this MOU.

9. **Governing Law**

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All questions concerning the validity, intention, or meaning of this MOU or relating to the rights and obligations of the parties with respect to performance hereunder shall be construed and resolved under the laws of Ohio. Any disputes arising out of this MOU shall be submitted to the Courts of Gallia County, Ohio for resolution.

10. Indemnification

The parties hereby agree to indemnify and hold each other and any related entities, their directors, officers, agents, servants and employees (collectively, the "Indemnitees") harmless to the extent any claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution to which the Indemnitees may become subject as the result of any: (i) breach of this MOU; (ii) failure of either party to perform its obligations hereunder; (iii) negligence or legal fault of either party; or (iv) any intentional act by either party or any of its directors, officers, agents, employees or subcontractors in the performance of the Services under this MOU.

11. Complete Agreement

This document and all Exhibits hereto, contain the entire agreement between the parties and supersede any prior or contemporaneous discussions, negotiations, representations, or agreements between the parties relating to the subject matter herein. No additions or other changes to this MOU shall be made or be binding on either party unless made in writing and signed by each party to this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be effective as of the date provided above.

s/ Randy Dupre, Assistant Prosecuting Attorney Date: 11/18/2019

s/ Matthew D. Champlin, Sheriff Date: 11/18/2019

s/ Brent Saunders, President Date: 11/21/2019

s/ Harold G. Montgomery, Vice President

s/ David K. Smith, Commissioner

s/ Todd Fowler Date:

EVP and Chief Operations Officer
Holzer Clinic, LLC and Holzer Hospital
Foundation dba Holzer

SHERIFF/VILLAGE OF VINTON - AGREEMENT AMENDMENT

The President entertained a motion to approve the following and sign the agreement amendment as presented. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

AGREEMENT-Amended

This Agreement made and concluded this 21st day of November 2019, by and between the Village of Vinton, Ohio, Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners

WHEREAS, there exists a need for police protection for residents of the Village of Vinton, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
2. The Village of Vinton, in consideration for this police protection, agrees to pay directly to the Sheriff of Gallia County, Ohio, the amount of \$5.00 per contract hour to be used for expense and maintenance of Gallia County sheriff's office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".
3. The Village in consideration for this police protection agrees to pay direct to the designated deputies the sum of Twenty Dollars (\$20.00) per hour from April 1, 2019 through March 31, 2020, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.
4. The patrol duties of the designated deputies will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.
5. Every attempt will be made to fill vacancies and vacations with manpower as per contract.
6. The Sheriff requires that Deputy assigned to this detail submit activity logs, preferably by electronic system, to the Village council for review.
7. The Village of Vinton will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: **Any equipment that may be in use at this time.**
8. The Gallia County Sheriff's Office is to appoint Deputy agreeable to the Village Council and the Sheriff and furnish said deputies with an adequate vehicle.
9. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Vinton for police protection.
10. It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Vinton, Ohio for its use.
11. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Vinton understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners

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12. The parties agree that the Gallia County Sheriff's Office will be the exclusive provider of law enforcement services during the time of this contract.
13. This Agreement can be canceled by either party with thirty (30) days written notice.
14. This Agreement shall be effective from April 1, 2019 through March 31, 2020.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 21st day of November 2019.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

s/ Heather Casto

GALLIA COUNTY SHERIFF'S OFFICE

s/ Matthew D. Champlin, Sheriff

VILLAGE OF VINTON
s/ Joshua B. Wheelton, Mayor
s/ Brandi Wheelton, Clerk

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

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

APPROVED AS TO FORM:
s/ Jason D. Holdren, Prosecuting Attorney

JFS 2020 BUDGET REVIEW

JFS Director Dana Glassburn and Kathy Campbell met with the commission to discuss the 2020 budget request. No action taken.

EXECUTIVE SESSION – DJFS – PERSONNEL

At 10:07 a.m. the president entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss personnel. Harold G. Montgomery moved and David K. Smith seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea. Returned to regular session at 10:27 a.m.; no action taken.

RESOLUTION TO PROCEED ON THE ISSUE OF A RENEWAL LEVY

Shirley Doss presented the following resolution prepared by the Gallia County Assistant Prosecutor Randy Dupree to the commission. The President entertained a motion to approve the resolution as recommendation. David K. Smith made and Brent Saunders seconded the motion: Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

RESOLUTION

RESOLUTION TO PROCEED ON THE ISSUE OF A RENEWAL LEVY IN EXCESS OF THE TEN- MILL LIMITATION FOR THE PURPOSE OF PROVIDING OR MAINTAINING SENIOR CITIZENS SERVICES OR FACILITIES AS AUTHORIZED BY R.C. 5705.19(Y)

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the County of Gallia, Ohio and thereby, it is necessary to levy a tax in excess of the ten-mill limitation for the purpose of providing or maintaining senior citizens services or facilities in Gallia County, Ohio.

WHEREAS, the Board of Commissioners of Gallia County Ohio, pursuant to R.C. 5705.03, previously passed a resolution declaring the necessity to levy a tax outside of the ten-mill limitation, for the purpose of providing or maintaining senior citizens services or facilities, said purposes being authorized by **R.C. 5705.19(Y)** and requesting the Gallia County Auditor to certify to this Board the total current tax valuation of the entirety of the territory of the County of Gallia, and the dollar amount of revenue that would be generated by the levy of one half (.5) mill, if said tax were approved by the electors. The Auditor has so certified to this Board.

NOW THEREFORE, BE IT RESOLVED, by the legislative authority of Gallia County, State of Ohio, with at least two thirds of its members in concurrence, as follows:

1. The amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the County of Gallia and thereby it is necessary to levy a tax in excess of the ten-mill limitation for the purpose of providing or maintaining senior citizens services or facilities, said purposes being authorized by **R.C. 5705.19(Y)**.
2. Said levy shall be a renewal levy of a one half (0.5) mill existing levy at a rate not to exceed 0.5 mill for each dollar of valuation, which amounts to 5 cents (\$0.05) for each one hundred dollars of valuation, for five years commencing with the 2020 tax year; first due and collected in calendar year 2021; and to be levied upon the entirety of the territory of the County of Gallia.
3. This Board resolves that this ballot measure shall be submitted to the entirety of the territory of the County of Gallia at the March 17, 2020 primary election. A majority vote is necessary for passage of the levy.
 4. The form and language of the ballot to be used at said election, as prepared by the Board of Elections, shall be substantially as follows:

"PROPOSED TAX LEVY – (RENEWAL)
GALLIA COUNTY, OHIO

A Majority Affirmative Vote Is Necessary For Passage

A renewal tax for the benefit of the County of Gallia, Ohio, for the purpose of providing or maintaining senior citizens services or facilities (Gallia County Council on Aging), at a rate not exceeding one half (0.5) mill for each one dollar of valuation, which amounts to five cents (\$0.05) for each one hundred dollars of valuation, for a period of five (5) years, commencing in 2020, first due in calendar year 2021.

FOR THE TAX LEVY
AGAINST THE TAX LEVY"

5. The Clerk is instructed to certify a copy of this Resolution to Proceed, the Auditor's Certification and the prior Resolution of Necessity to the Gallia County Board of Elections and to the Gallia County Auditor.
6. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or committees, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with R.C. 121.22.

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7. This Resolution shall go into immediate effect upon its passage, and no publication of the resolution is necessary other than that provided for in the notice of election pursuant to ORC 5705.19.

David K. Smith made motion to adopt.

Brent Saunders seconded the motion to adopt.

Voted on and signed this 21st day of November, 2019 in Gallia County, Ohio with voting as follows:

Commissioner Saunders voted (Y/N) yes

Commissioner Montgomery voted (Y/N) yes

Commissioner Smith voted (Y/N) yes

Having at least two-thirds (2/3) of all members elected or appointed thereto concurring, the Resolution was adopted.

s/ Anette L. Brown, Clerk
Gallia County, Ohio

BOARD OF COMMISSIONERS
GALLIA COUNTY, OHIO

s/ Brent Saunders, President

s/ Harold G. Montgomery, Vice President

s/ David K. Smith, Commissioner

I, the undersigned Clerk of Gallia County, Ohio, hereby certify that the foregoing is a true copy of the resolution duly passed by the Board of Commissioners of Gallia County, Ohio, on this 21st day of November, 2019. Further, I certify that the adoption of such resolution occurred in an open meeting held in compliance with R.C. 121.22.

s/ Anette L. Brown, Clerk
Gallia County, Ohio

STATE OF OHIO TREASURER REPRESENTATIVE

State of Ohio Treasurer, Robert Sprague representative Kelley Smith discussed new programs with the Commissioners. No action taken.

BOND PROPOSALS – JAIL PROJECT

At 11:00 a.m. the President open the bond proposal for the jail project. Ohio Valley Bank, Peoples Bank and US Bank submit various proposals and percentage rates. All the proposals were turned over to County Administrator Karen Sprague for review.

EXECUTIVE SESSION – MATTERS REQUIRED TO BE KEPT COFIDENTIAL

At 11:21 a.m. the President entertained a motion to enter into executive session with Medical Mutual Representative Jeff Fleming, John and Scott Saunders, Saunders Insurance to discuss matters required to be kept confidential. Harold G. Montgomery moved and David K. Smith seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea. Returned to regular session at 11:45 a.m.; no action taken.

JAIL PROJECT – CMR REQUEST FOR QUALIFICATIONS SUBMITTALS

County Administrator Karen Sprague presented the Commissioners with the following submittals to the Public Notice published on 10/16/19 for Request for Qualifications for Construction Manager at Risk (CMR) companies due to the Commissioner's Office no later than 3:00 pm on 11/15/2019 (due date allows for 30 day period per ORC 9.33):

- Granger @ 400 Lazelle Rd, Ste 18A, Columbus, Ohio 43240
- WAI Construction Group, LLS @ 1571 Shyville Road, Piketon, Ohio 45661

Ms. Sprague advised the Commissioners of the next steps in the CMR process per the Ohio Revised Code:

- Bricker & Eckler attorneys are working to finalize the Request for Proposal documents.
- The RFP will give 3 weeks for submittal with a pre-proposal meeting scheduled sometime during that 3 week period. This meeting will include the CMR companies, DLZ Architects, County Commissioners, Sheriff representatives & possibly Bricker & Eckler representatives.
- Commission must decide if the project funding source will be selling bonds or USDA loan as the RFP packet is different depending which is selected.

Attorney Jack Rosati with Bricker & Eckler recommends sending Request for Proposals to both CMR companies since there are only 2 submissions. Brent Saunders entertained a motion to send RFP's to both CMR companies. David K. Smith moved and Harold G. Montgomery seconded the motion. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

EXECUTIVE SESSION – LEGAL

At 11:50 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague to discuss legal. Harold G. Montgomery moved and David K. Smith seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea. At 12:03 p.m. Karen Sprague exited the session. Returned to regular session at 12:05 a.m.; no action taken.

* 12:00 p.m. - Harold G. Montgomery and Economic Development Director Melissa Clark traveled to Waverly, Ohio to attend the OVRDC Executive Committee Meeting

VETERAN – BUDGET REVIEW

Veterans Director John Thomas, board members Gary Fenderbosch and Robert McCarley met with the commission to discuss the 2020 budget request. No action taken.

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RECORDER – BUDGET REVIEW

Recorder Roger Walker met with the commission to discuss the 2020 budget request. No action taken.

CHILDREN SERVICES – BUDGET REVIEW

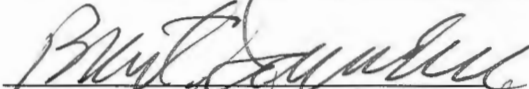
Children Services Director Russ Moore met with the commission to discuss the 2020 budget request. No action taken

HOME PROGRAM – HOMEOWNER WRITTEN AGREEMENT


County Administrator Karen Sprague presented the Commission with a Homeowner Written Agreement as required by the Home Program for Private Owner Rehabilitation. Ms. Sprague noted this agreement is between A. Marvella & Carl W. Stover and the Gallia County Commissioners for a HOME funded project that is part of the 2018 CHIP grant program. Brent Saunders entertained a motion to approve and sign the agreement as presented. David K. Smith moved and Brent Saunders seconded the motion. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, absent for vote; Mr. Smith, yea.

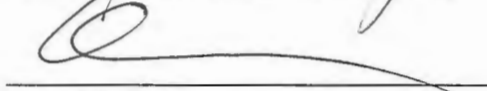
ADJOURN

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


Brent Saunders, President


Anette L. Brown, Clerk


Harold G. Montgomery, Vice President


David K. Smith, Commissioner