

MARCH 15, 2018

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 Brent Saunders, present; Commissioner Harold G. Montgomery, present.

The President entertained a motion for approval of the March 8, 2018 minutes. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
D&K	Laurie Cardillo	3/16	Pomeroy, Ohio	Meigs Sheriff & Dog warden Mtg
DJFS	Kristina Smith	3/19 – 3/20	Union Co., Ohio	OBWP Training/Mtg
Commissioners	Harold Montgomery & Melissa Clark	3/23	McArthur, Ohio	OVRDC Executive Mtg
EMS	Larry Boyer	3/23	Columbus, Ohio	CORSA Mtg
EMS	Larry Boyer	4/9 – 4/11	Washington DC	EMS on the Hill Day

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

2018 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
3/11	8	1	3	1	5	0	0	0	10	11	0	0	0	0

SHERIFF – PRISONER HOUSING CONTRACT WITH MONROE COUNTY

CONTRACT FOR HOUSING PRISONERS
IN THE
MONROE COUNTY JAIL

WHEREAS, this contract is made this 15th day of March, 2018, by and between the Board of County Commissioners of Monroe County, Ohio, hereinafter referred to as "County", the Sheriff of Monroe County, Ohio, hereinafter referred to as "Sheriff", and Gallia County Sheriff hereinafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Monroe County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who are serving a jail sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Contractor for the term hereinafter set forth.

WITNESSETH: In consideration of the mutual covenants herein made each of the parties agrees as follows:

- The County shall receive, keep, board and safely maintain in the Monroe County Jail the following persons:
 - All persons arrested by Contractor for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Monroe County for purposes of compensation under this contract.
 - All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in Paragraphs 4 through 9 below.
 - Persons incarcerated pursuant to Subparagraphs a. and b. above shall be designated as prisoners in this contract.
- The cost to be paid to the County by the Contractor shall be the amount of Sixty-five dollars (\$65.00) per day for each person incarcerated in the Monroe County Jail under Paragraph 1. For purposes of determining compensation, any calendar day, or part thereof, shall constitute one (1) day.
- Prisoners confined in the Monroe County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
- The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness or injury that has not been treated prior to entry into the Monroe County Jail, or having received prisoner thereafter.
- Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail or any other reason that the Sheriff deems pertinent at the time.
- Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges and prescription costs.
- Contractor shall transport and provide security anytime a prisoner must leave the Monroe County Jail for any reason, unless a court orders that no transportation or security is needed.
- Contractor shall bear the expense of the burial of a prisoner who dies in the Monroe County Jail, if the body is not claimed for interment at the expense of friends or relatives.

- 9. No person under eighteen (18) years of age shall be received except on the approval of the Monroe County Juvenile Court.
- 10. The Monroe County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Monroe County Sheriff at 47129 Moore Ridge Road, Woodsfield, Ohio 43793 within thirty (30) days of the date of the statement. The Monroe County Sheriff may refuse to accept prisoners if timely payment is not made.
- 11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of the Monroe County Commissioners, Common Pleas and Probate Juvenile Judges, and the Department of Rehabilitation and Corrections.
- 12. Anytime the Contractor arrests an individual for domestic violence, violations of a protection order, or menacing threats by stalking, the Contractor will be responsible for attempting to make notification to the victim of the offender's being released from the Monroe County Jail.
- 13. This agreement may be terminated by either party during the term by giving the other party a minimum of Sixty (60) days written notice.
- 14. This agreement shall be effective on February 15th, 2018, and terminate on December 31st, 2018.
- 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.
- 16. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement.

This agreement entered into on behalf of the Gallia County Sheriff Office Pursuant to Resolution Ordinance passed March 15, 2018.

Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

Monroe County Commissioners

s/ Carl M. Davis

s/ Tim R. Price

s/ Mitchell L. Schumacher

WITNESS

s/ Vicki D. English

s/ Charles R. Black, Jr., Sheriff

Gallia County Commissioners

s/ David K. Smith, President

s/ Brent Saunders, Vice President

s/ Harold G. Montgomery, Commissioner

Gallia County Sheriff

s/ Heather Carty, Witness

s/ Matthew D. Champlin, Sheriff

s/ Jason D. Holbrook, Prosecutor

The President entertained a motion to approve the contract. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

SHERIFF – PRISONER HOUSING CONTRACT WITH WASHINGTON COUNTY

CONTRACT FOR HOUSING PRISONERS

In the

WASHINGTON COUNTY JAIL

WHEREAS, this contract is made this 15th day of March, 2018, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereafter referred to as "Sheriff", and Gallia County hereafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who serving a jail sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and contractor for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants herein made each of the parties agrees as follows:

- 1. The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons:
 - a. All persons arrested by Gallia County for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contract.
- 2. The cost to be paid to the County by the Contractor shall be the amount of sixty-two dollars (\$62.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
- 3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
- 4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.

- 5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
- 6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
- 7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
- 8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
- 9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
- 10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
- 11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at anytime in the future may be, in force at the offices of Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the Department of Rehabilitation and Corrections.
- 12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Washington County Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provided, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.
- 13. This agreement may be terminated by either party during its term, by giving the other party a minimum of ninety (90) days written notice.
- 14. This agreement shall be effective April 1, 2018, and terminate March 31, 2019
- 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into in behalf of the Gallia County Sheriff Office pursuant to Resolution/Ordinance Number N/A passed March 15, 2018.

Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

s/ David K. Smith, President
s/ Brent Saunders, Vice President

s/ Heather Casley, Witness
s/ Matthew D. Champin, Sheriff

s/ Harold G. Montgomery, Commissioner

s/ Jason D. Holdren, Prosecutor

Washington County Commissioners

Witness

s/ Rick G. Walters, President
s/ David A. White
s/ Ronald L. Feathers,

s/ Rick Peoples, Clerk

s/ Larry R. Mincks, Sr., Sheriff

Approved as to form
s/ Kevin A. Riggs, Prosecutor

The President entertained a motion to approve the contract. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

SHERIFF – PRISONER HOUSING CONTRACT WITH MIDDLEPORT JAIL
CONTRACT FOR HOUSING PRISONERS
MIDDLEPORT JAIL

WHEREAS, this contract is made this 1st day of January, 2018 by and between the Village of Middleport, Middleport Ohio and the Gallia County Sheriff.

WHEREAS, the Gallia County Sheriff wants to confine prisoners in the Middleport Jail and such prisoners have been charged with misdemeanors and felonies awaiting trial.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Village of Middleport and the Gallia County Sheriff for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants made herein each of the parties agrees as follows:

- 1. The Middleport Police Department shall receive, keep, board and safely maintain in the Middleport Jail on behalf of the Gallia County Sheriff the following persons:
 - a. All persons arrested by the Gallia County Sheriff for violations of state criminal statues until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of the Middleport Jail for purpose of compensation under this contract.

CASO & HARRIS, INC. — RE-ORDER No. 14260-15

- b. All persons arrested for violation of Ohio Revised Code from arrest through termination of any jail sentence imposed for that violation except as provided in paragraph 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as the Gallia County Sheriff's prisoners in this contract.
2. The Gallia County Sheriff shall pay to Middleport Village the sum of Sixty dollars (\$60.00) per day for each person incarcerated in the Middleport Jail under paragraphs 1.a, 1.b., and 1.c. For the purpose of determining the compensation to be paid for each part of any calendar day: a person incarcerated up to eight (8) hours shall be paid for at the rate of one-half of the one day's fee; each part of a calendar day over eight (8) hours shall be paid at the rate for a full day.
3. The Gallia County Sheriff's prisoners confined in the Middleport Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein. Every prisoner admitted into the Middleport Jail is charged a Twenty-two dollar (\$22.00) booking fee when booked into the jail. This \$22.00 booking fee is due and payable by the prisoner personally to Middleport Village.
4. The Middleport Jail may reject or refuse to receive any prisoners who may be afflicted with a prior medical problem with any contagious, infectious or venereal disease, mental illness, or injury that has not been treated prior to entry into the Middleport Jail, or having received any prisoner so affected without knowledge thereof, upon discovery of such condition in any prisoner thereafter.
 - a. The Middleport Jail may refuse to keep such prisoners thereafter following notice to the Gallia County Sheriff. Following receipt of such notice the Gallia County Sheriff agrees to receive back such affected prisoner.
 - b. The Jail Administrator may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reasons that the Jail Administrator deems pertinent at the time.
5. The Gallia County Sheriff agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a Gallia County Sheriff prisoner including doctor's fees, hospital charges, and prescription costs.
6. The Gallia County Sheriff shall transport and provide security anytime a Gallia County Sheriff prisoner must leave the Middleport Jail for any reason, unless a court orders that no transportation or security is needed.
7. The Gallia County Sheriff shall bear the expense of the burial of a Gallia County Sheriff prisoner who dies in the Middleport Jail, if the body is not claimed for interment at the expense of friends or relatives.
8. No person under eighteen years of age shall be received by Middleport Jail.
9. The Middleport Jail shall provide an itemized statement of the amount due each month for housing the Gallia County Sheriff's prisoners. Payment shall be made by the Gallia County Sheriff to the Middleport Police Department, 659 Pearl Street, Middleport Ohio 45760 within thirty days of the date of the statement. The Middleport Jail may refuse to accept Gallia County Sheriff prisoners if timely payment is not made.
10. The Gallia County Sheriff agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Middleport Jail.
11. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.
12. Anytime the Gallia County Sheriff arrests an individual for domestic violence, violations of a temporary protection order or a civil protection order or menacing threats by stalking, and victim does not have a phone number; the Gallia County Sheriff will be responsible for attempting to make notification to the victim the offender's being released from the Middleport Jail.
13. This agreement shall be effective as of January 1, 2018 and terminate Dec. 31, 2018.
14. All former contracts and /or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

Any alteration of this contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers, none hereto caused their names be transcribed on the day first written above.

Gallia County Commissioners

s/ David K. Smith, President

s/ Brent Saunders, Vice President

s/ Harold G. Montgomery, Commissioner

s/ Matthew D. Champlin, Gallia County Sheriff

Village of Middleport/ Police Department

s/ Mayor Sandy Iannarelli, Mayor

s/ Mony Wood, Jail Administrator

s/ Susan Baker, Fiscal Officer

The President entertained a motion to approve the contract. Harold G. Montgomery and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

SHERIFF - VILLAGES OF CROWN CITY, CENTERVILLE & VINTON POLICE PROTECTION AGREEMENTS

The President entertained a motion to approve the following agreements between the Gallia County Sheriff and the Villages of Crown City, Centerville and Vinton for police protection. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

AGREEMENT

This Agreement made and concluded this 15th day of March 2018, by and between the Village of (see agreement on file at the Commissioners, Sheriff or Village's office), Matt Champlin, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of (see agreement on file at the Commissioners, Sheriff or Village's office), 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 (*see agreement on file at the Commissioners, Sheriff or Village's office*), in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the amount of \$3.75 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 patrol duties of the designated deputy 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.
4. The Village in consideration for this police protection agrees to pay direct to the designated deputy the sum of Twenty Dollars (\$20.00) per hour from April 1, 2018 through March 31, 2019, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.
5. The Sheriff requires that Deputies assigned to this detail submit activity logs, preferably by electronic system, to the Village Council for review.
6. The Village of (*see agreement*) 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: **Radio, lights, siren, K-55 radar, Serial No. MV724, MOD#279421 and other equipment pertaining to law enforcement for the Village.**
7. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of (*see agreement*) for police protection.
8. 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 (*see agreement*), Ohio for its use.
9. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of (*see agreement*) 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.
10. 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.
11. This Agreement can be canceled by either party with thirty (30) days written notice.
12. This Agreement shall be effective from April 1, 2018 through March 31, 2019.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 15th day of March, 2018.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

s/ Karen Sprague, County Administrator
s/ Anette L. Brown, Clerk of the Board County Commissioners

GALLIA COUNTY SHERIFF'S OFFICE
s/ Matthew D. Champolin, Sheriff

VILLAGE OF CROWN CITY, CENTERVILLE & VINTON
Please see Agreements for signatures

APPROVED AS TO FORM:
s/ Jason D. Holden, Gallia County Prosecuting Attorney

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

APIARY INSPECTOR

In accordance with Section 909.07 of the Ohio Revised Code, President entertained a motion to appoint Christopher Blank to serve as the county apiary inspector for the 2018 season (approximate season from March 15 to October 31, weather permitting), Brent Saunders made and Harold G. Montgomery seconded the motion. The annual appropriation for this service is set at \$1,500 and 40 cents a mile. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

EMS MEDICAL CLAIMS ASSISTANCE AGREEMENT

Commissioners were in receipt of the Medical Claims Assistance (MCA) Agreement submitted by EMS Director Larry Boyer to provide third party billing service at a fee of six and nine-tenths percent (6.9%) of all monies collected for medical services provided by ambulance providers (EMS) effective the 1st day of January, 2018. The President entertained a motion to approve and sign the agreement. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

RELEASE OF REAL ESTATE MORTGAGE GALLIA COUNTY CHIP PROGRAM (B-C-03-025-1)

County Administrator Karen Sprague advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met its term, the 15% share has been paid in full and is to be released in full effective 3/9/2018 in the amount of \$1,170.16. The Prosecuting Attorney prepared the Release of Real Estate Mortgage forms. Mr. Smith entertained a motion that the Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Michael & Elizabeth Justice

Harold G. Montgomery made and Brent Saunders seconded the motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea. Release of real estate mortgage forms were signed by David Smith, as President of the Commission, and is on file in the County's CHIP files.

RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a real estate mortgage executed by MICHAEL AND ELIZABETH JUSTICE to the above named County of Gallia, Office of Gallia County Commissioners, dated July 29, 2005 and recorded in Volume 431, Page 389 of the Mortgage Records of Gallia County, Ohio.

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 15th day of March, 2018.

WITNESSES:

s/ Anette Brown

s/ Karen Sprague

COUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERS

s/ David K. Smith

DAVID K. SMITH, PRESIDENT

STATE OF OHIO, GALLIA COUNTY, SS:

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

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

s/ Megan Saunders

NOTARY PUBLIC

This instrument Prepared by: Jason Holdren, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.

EXECUTIVE SESSION – PERSONNEL

At 9:29 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague to discuss personnel. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. Returned to regular session at 9:47 a.m.; no action taken.

EXECUTIVE SESSION – LEGAL

At 9:49 a.m. the President entertained a motion to enter into executive session with Prosecutor Jason D. Holdren, Auditor Larry Betz, Brenda Thompson and Susan Hill to discuss legal. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. At 10:01 am. Larry Betz, Brenda Thompson and Susan Hill exited the session. At 10:17 Prosecutor Jason D. Holdren exited the session. Returned to regular session at 10:21 a.m.; no action taken.

NATIONAL AGRICULTURE WEEK

The Gallia County Farm Bureau were in attendance for National Agriculture Week and the 45th anniversary of National Agriculture Day on March 20, 2018. The theme for National Ag Day 2018 is “Agriculture: Food for Life.” The Commissioners also expressed their appreciation to the farmers in Gallia County and the Bureau for the hard work. The President entertained a motion to approve the proclamation. Harold G. Montgomery made and Brent Saunders seconded the motion to proclaim the following; Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. In attendance: the Gallia County Farm Bureau Organization Director Ashely Kasler, Paul Shoemaker, Jake Bodimer and Matthew Hemphill, Gallipolis City Commissioner Tony Gallagher and Morgan McKinniss Gallipolis Tribune.

Agriculture: Food for Life

March 18 - 24, 2018

National Agriculture Week

When Americans sit down to a meal each day, we sometimes take for granted the quality, abundance and value of the food we eat. Our supermarkets, grocery stores and restaurants offer a tremendous selection of fruits, vegetables, meats, dairy products and other food items, but we often forget the hardworking men and women whose skill and effort put that food on our tables.

American agriculture plays a crucial role in strengthening our economy and in providing food for people around the world. While producing an abundance of safe and affordable food and fiber, our farmers also provide a source of jobs in our community. When you factor in all the jobs involved in processing, distributing and marketing food and fiber products, you see that American agriculture is truly everywhere and touches everyone in almost every way. American agriculture is our nation's largest employer. More than 22 million people today work in the agricultural industry. World population is expected to reach 7.9 billion by the year 2020 and American agriculture is poised to reach the demands of feeding this growing population.

Now, therefore, we, the Gallia County Commissioners, by virtue of the authority vested in us, do hereby proclaim March 18 - 24, 2018 as National Agriculture Week and join in the celebration March 20, 2018 as the 45th Anniversary of National Agriculture Day. We call upon citizens to acknowledge and celebrate the achievements of all those who, working together, produce an abundance of agricultural products that strengthen and enrich our community and our nation.

s/ David K. Smith, President

s/ Brent Saunders, Vice President

s/ Harold G. Montgomery, Commissioner

EMPLOYEE RETIREMENT – EMS - WAUGH

The commissioners were in receipt of a letter of retirement from Gallia County EMS Lori A. Waugh effective May 24, 2018. The President entertained a motion to accept the resignation as submitted. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

EXECUTIVE SESSION – CONTRACTS

At 10:38 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss contracts. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. Returned to regular session at 10:49 a.m.; no action taken.

WISEMAN AGENCY UPDATE

Nick Roach representative from the Wiseman Agency met with the commissioners to update on 2017 – 2018 CORSA Renewal excess liability optional quotes. No action taken.

DJFS - RESOLUTION

Director Dana Glassburn presented the following resolution:

Resolution

The Board of County commissioners of Gallia County, Ohio, met in regular sessions on the 15th day of March, 2018, with the following members present: David K. Smith, Brent Saunders and Harold G. Montgomery.

Brent Saunders moved for passage of the following

Resolution:

RESOLUTION APPROVING DANA GLASSBURN, DIRECTOR OF GALLIA COUNTY JOB AND FAMILY SERVICE TO ACT ON BEHALF OF THE COMMISSIONERS DURING INTER-COUNTY TRANSFER OF ALLOCATED FUNDS.

WHEREAS, changes in Ohio Administrative Code Section 5101:9-6-82 in which permits a County Department of Job and Family Service, Director to accept and release funds between counties; and

WHEREAS, in accordance with the current changes in the Ohio Administrative Code Section 5101:9-6-82 has now granted the Board of Commissioners the authority to assign to the "Director of the County Family Service Agency (CFSA) to serve as their designee, thereby granting the Director the authority to sign the inter-county adjustment agreement on behalf of the county.

WHEREAS, with the changing of the allocated funding this authority will allow the Director to act on opportunities to utilize other funding, while releasing funding to other counties that our county is not able to utilize to ensure that each CDJFS will be able to serve the people of their county to the fullest extent possible.

NOW, THEREFORE, BE IT RESOLVED by the Board of Gallia County Commissioners do hereby resolve that: Pursuant to 5101:9-6-82 (Inter-County Adjustment of Allocations) of the Administrative Code publicized by the Ohio Department of Job and Family Services; the Director (Dana L. Glassburn) of the Gallia County Department of Job and Family Services, [aka the County Family Service Agency, (CFSA)], is the authorized designee to sign the inter-county adjustment of allocations form for, all funds handled through said agency, on behalf of the county. Mr. Glassburn is required to provide written notification to the Commission President, each time this specific designated authority is utilized. Said designation is in effect until January 1, 2024. Furthermore, this designation amends/clarifies the designation resolution dated October 3, 2013 to include a "specific period of time" for said designation and said designation shall automatically renew, in five year increments, unless specific notification of cancelation is submitted to Ohio Department of Job and Family Services.

The foregoing resolution was introduced upon a motion by Board member Brent Saunders, and seconded by Board member Harold G. Montgomery and the vote taken thereon resulted in the following:

Votes in favor of the resolution: 3

Votes opposed to the resolution: 0

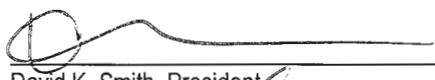
s/ David K. Smith, President

s/ Brent Saunders, Vice President


s/ Harold G. Montgomery, Commissioner

ADJOURN

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


David K. Smith, President


Anette L. Brown, Clerk


Brent Saunders, Vice President

Absent
Harold G. Montgomery, Commissioner