

JUNE 11, 2020

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

The President entertained a motion for approval of the June 4, 2020 minutes. David Smith made and Harold Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, absent for vote.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioner	Harold Montgomery, David K. Smith, & Brent Saunders	6/18/2020	Wellston, Ohio	GJMV Solid Waste Management Dist. Board Mtg

The President entertained a motion to approve travel requests as submitted. Mr. Smith moved and Mr. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, absent for vote.

2020 Canine Shelter Weekly Report													
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)
6/7/20	6	0	3	0	2	0	0	0	5	7	0	0	0

FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with the 8th Amended Certificate of Estimated Resources noting no change in the general fund and increase in revenue funds #127 & 321.

PARTIAL RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-13-025-1)

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 the term of the mortgage being 5 years and a partial release is now warranted. A partial release is required since the county can only release 85% of the mortgage, which amount equals \$10,370.00. The balance of 15%, which amount equals \$1,830.00, must remain in effect until paid in full. The Prosecuting Attorney prepared the Partial Release of Real Estate Mortgage forms. Harold Montgomery entertained a motion that the Partial Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Erin F. Kern

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

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a portion of a real estate mortgage executed by ERIN F. KERN, to the above named County of Gallia, Office of Gallia County Commissioners, dated June 9, 2015 and recorded in Volume 570, Page 801-803, of the Mortgage Records of Gallia County, Ohio. (This document releases 85% of said mortgage, which equals \$10,370.00. The balance of said mortgage will remain in effect until paid in full, balance remaining equals \$1,830.00)

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 11th day of June, 2020.

WITNESSES:

s/ Karen Sprague

COUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERS
s/ Harold G. Montgomery
HAROLD G. MONTGOMERY, PRESIDENT

s/ Phyllis Montgomery

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Harold G. Montgomery, 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/ Connie Johnson
NOTARY PUBLIC

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

RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-09-1AY-2)

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 the term of the mortgage being 5 years. The

JUNE 11, 2020

Prosecuting Attorney prepared the Release of Real Estate Mortgage forms. Mr. Montgomery entertained a motion that the Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Jared A. & Kayla L. Roush

Mr. Smith made and Mr. Montgomery seconded the motion. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, absent for vote. Release of real estate mortgage form was signed by Harold G. Montgomery, 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 JARED A. & KAYLA L. ROUSH to the above named County of Gallia, Office of Gallia County Commissioners, dated June 10, 2010 and recorded in Volume 497, Page 629 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 11th day of June, 2020.

WITNESSES:

COUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERS

s/ Karen Sprague

s/ Harold G. Montgomery

HAROLD G. MONTGOMERY, PRESIDENT

s/ Phyllis Montgomery

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Harold G. Montgomery, 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/ Connie Johnson

NOTARY PUBLIC

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

PURCHASE AGREEMENT – OHIO VALLEY TRACKWORKS

David Smith moved and Harold Montgomery seconded a motion to approve the purchase agreement for sale of county property to Ohio Valley Trackworks per bid opening held April 23, 2020. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, absent for vote.

PURCHASE AGREEMENT

(A) Offer to sell, and desire to buy; description of property. Subject to the terms stated in this offer, the undersigned Seller (Gallia County Board of Commissioners) offers to Sell and the undersigned Buyer (Ohio Valley Trackwork Inc) offers to Buy, the following real estate located in Springfield Township, Gallia County, Ohio:

The following described real estate situated in Section 27, Springfield Township, Gallia County, Ohio: Being Lot 4 of the Dan Evans Industrial Park as described in Plat Book 5, Pages 147-151 of the Gallia County Recorder's Plat Records, and altered in Plat Book 6, Pages 20-21.

Subject to certain covenants and restrictions as set forth on the Plat and altered Plat of said subdivision.

Being part of the real estate as described in Deed of Record in Volume 312, Page 337, Deed Records of Gallia County, Ohio.

EXCEPTING therefrom .297 acres, more or less, out of Lot 4 of the Dan Evans Industrial Park as described in Plat Book 5, Pages 147-151 of the Gallia County Recorder's Plat Records and altered in Plat Book 6, Pages 20-21, conveyed to the State of Ohio Department of Transportation in Vol. 383, Page 1543, Deed Records of Gallia County, Ohio.

PARCEL NUMBER:028-001-703-07

(B) Purchase price. The purchase price for the property shall be \$506,241.90 and shall be paid at Closing, payable to the Gallia County Board of Commissioners. At Closing, Gallia County shall deliver to Purchaser an executed, transferrable and recordable Deed conveying title to the Property to the Purchaser.

(C) The property subject to this contract includes the land, all appurtenant rights, privileges, and easements, and all buildings and fixtures in their present condition.

(D) Possession. Seller will deliver possession of the property to buyer at closing.

(E) Conveyance; evidence of title; survey. Seller will convey marketable, fee simple title to buyer by general warranty deed, with release of dower if any, free and clear of all liens, encumbrances, conditions, easements, and restrictions, except conditions, easements, and restrictions of record on the date of this offer, and except taxes and assessments which are a lien but not yet due and payable. The deed shall be made out to Ohio Valley Trackwork Inc.

(F) Taxes and assessments. Property taxes and assessments shall be the sole responsibility of the buyer

(H) Payment of utilities and other charges. Buyer shall pay, through the date of possession, all incurred utility charges and any water, sewer, or other charges that are or may become a lien.

(I) Inspections. Purchaser is purchasing the real estate and its improvements, chattels and improvements in "as-is, where-is, with all faults" condition. Purchaser acknowledges that it has inspected the Property, observed its physical characteristics and existing conditions, and has been afforded the opportunity to conduct such investigation and study on and of the Property as it deems necessary for the purpose of acquiring the Property for Purchaser's intended use, and Purchaser hereby waives any and all objections to or claims with respect to any and all physical characteristics and existing conditions of the Property, including, without limitation, any hazardous materials in, at, on, under or related to the Property. Purchaser further acknowledges and agrees that the Property is to be conveyed to, and accepted by, Purchaser in its present condition, "as-is, where-is and with all faults", and Purchaser hereby assumes the risk that adverse past, present and future physical characteristics and conditions may not have been revealed by its inspection or investigation.

JUNE 11, 2020

(J) Insurance; damage or destruction of property. Until the deed is delivered, buyer shall maintain fire and extended coverage insurance on the property in the same amount as currently maintained by buyer at the time of executing this contract

(K) Risk of Loss. The risk of loss or damage of the Property shall remain with Gallia County until title passes at the time of the delivery of the Deed at Closing, unless such loss or damage results from acts of omissions caused by the Purchaser or its assigns, agents, servants, employees, contractors, subcontracts, invitees or any other person acting under, on behalf of, or through Purchaser.

(L) Buyer agrees to the following stipulations of Seller. Buyer agrees to pay all legal fees included in the sale. All costs and fees associated with the transfer, closing and conveyance of the Property, including but not limited to the costs of surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, and any other fees, assessments and costs shall be paid by Purchaser.

(M) Duration of offer. This offer shall be open for acceptance until midnight, on the 19th day of June, 2020.

(N) Closing. The transaction shall be closed within 30 days after acceptance of the offer, unless the Parties agree in writing to an extension. The closing shall be at a time and place mutually agreeable to the parties. If the parties are unable to agree, the closing shall be at a time and place selected by broker.

(O) Miscellaneous. This contract constitutes the entire agreement between the parties, and there are no oral or written representations which have not been incorporated in the contract. Time is of the essence for all provisions of this contract. All certifications and warranties of seller shall survive the closing.

Buyer acknowledges receipt of a copy of this offer.

WARNING TO BUYER: This is a legally binding contract. If you have any questions about the contract, or about the manner in which you should hold title to the real estate, consult an attorney.

SELLER:

s/ Harold G. Montgomery

Harold G. Montgomery, President

6/11/2020

Date

s/ David K. Smith

David K. Smith, Vice President

Absent

Brent Saunders, Commissioner

APPROVED AS TO FORM:

Gallia County Prosecutor's Office

By: s/ Randy DuPree

Title: s/ Assistant Gallia County Prosecuting Attorney

Date: 5/15/2020

ACCEPTANCE BY BUYER

The undersigned buyer accepts the foregoing offer according to its terms. The undersigned warrant(s) that the persons signing this acceptance have the authority to bind any such entity.

Buyer hereby acknowledges receipt of a copy of the offer and acceptance.

6/3/2020

Date

s/ Adam P. Little

Ohio Valley Trackwork, Inc

PUBLIC HEARING – COUNTY DEVELOPMENTAL DISABILITIES BUILDING BONDS **PURSUANT TO SECTION 147(f) OF THE** **INTERNAL REVENUE CODE OF 1986, AS AMENDED**

President Harold Montgomery hereby called this public hearing by the Board of County Commissioners of the County of Gallia, Ohio to order at 10:30 a.m. on 6/11/2020 as noted in the public hearing notice published on the County's website on 5/29/2020 (meeting the 7 day advance notice requirement to be published on the county's website). This hearing is being held for the purpose of considering the borrowing of not to exceed \$800,000, by the County pursuant to Chapters 133 of the Ohio Revised Code, and the improvements to be financed thereby.

If the borrowing is authorized, the borrowing will be in the form of general obligation County Developmental Disabilities Building Bonds, Series 2020, and the proceeds will be used to (1) finance the acquisition, construction, renovation, installation and equipping of the certain improvements to the County's Developmental Disabilities GALLCO Workshop Facility located at 8317 State Route 7 North, Cheshire, Ohio 45620, and (2) pay certain costs of issuance of the Bonds. All such facilities are located or to be located at 8317 State Route 7 North, Cheshire, Ohio 45620, which is the site of the County's Developmental Disabilities GALLCO Workshop Facility, and are to be owned by the County, and used by Gallia-Meigs Community Action Agency, a nonprofit corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

The Bonds and the payment of principal and interest thereon will be general obligations of the County secured by the full faith and credit of the County. As such, the Bonds will constitute an indebtedness and a charge against the general credit and taxing power of the County.

Anyone wishing to speak to the topic of this hearing may come forward now and will be given three (3) minutes to address this Board.

- County Administrator Karen Sprague noted the following:
 - Bond counsel has recommended the public hearing notice state an amount higher than the anticipated \$700,000 in case there would be a need for additional funds at a later date during construction so that the public hearing would cover. The amount in the RFP for borrowing is \$700,000 and it is not anticipated that anything in addition to that amount would be needed as the cost estimate has 10% contingency built in.

JUNE 11, 2020

- Gallia County Developmental Disabilities Board has a signed and executed agreement with Gallia-Meigs Community Action Agency for lease of the facility once renovated. The lease amount will cover the annual bond payment for the term of the 20 year bond. Therefore, repayment of the bond will not be a burden on the Gallia County General Fund or the Gallia County Developmental Disabilities Fund.
- Ms. Sprague also noted the Gallia County Board of Commissioners has a fully executed Gallia County DD Facilities Agreement with the Gallia County Developmental Disabilities Board noting all bond payments will be made from their 169 Board Fund into the County's Bond Retirement Fund.
- GCDD Representative Crystal Double stated it would be nice to have a tenant using the facility.
- GMCAA Director Lora Rawson thanked the County Commissioners for all their work to make this project happen, noting their current facility is too small for the number of employees and without restroom facilities due to a septic system failure. Therefore, the need for a new facility for Gallia-Meigs Community Action Agency is imminent.

Gallia County Commission President Harold Montgomery noted there being no further comments, this hearing is hereby closed at 10:10 a.m.

JAIL DESIGN COMMITTEE MEETING

DLZ Architect Representatives Greg Gallieti & Eric Ratts, Granger Representative Jason Woehrle and Sheriff Matt Champlin met with County Commission President Harold Montgomery, County Administrator Karen Sprague and County Economic Development Director Melissa Clark to discuss revised jail design plan B2 & project cost estimate of \$14,750,800.

It was noted the project cost estimate amount does not include the DLZ Architect contract of \$937,050 contract, does not include the land purchases of \$644,000, does not include the attorney fees to date of \$82,536.04, does not include RFQ notices/taxes of \$3,957.16, does not include the furnishings/fixtures (desks, chairs/file cabinets/etc that are not part of the building construction) estimated at \$1,000,000 and does not include kitchen equipment costs (Sheriff noted part of those items will be able to be removed from the WRC and installed in the new facility and therefore has not been included but needs to be inspected by DLZ to determine what further would be needed). This means the overall project budget will be at least \$17,418,343.20 plus any additional attorney fees as the project moves along.

DLZ & Granger requested schematic design approval so that the project could continue to the next phase. DLZ noted that once the schematic design is approved by the Board of Gallia County Commissioners then DLZ will send what has been done so far to ODRC for review. Mr. Gallieti was placed on the Commissioners agenda for 6/18/2020 to present the request for schematic design approval to the Commission.

The purpose of schematic design is to translate the project program into physical drawings of space. In schematic design, the project team determines the areas, physical requirements and relationships of all the required building spaces and components, then confirms or revises the total building square footage and the total project budget, as well as the project schedule and occupancy dates. Schematic design includes a complete description of building systems (structural, mechanical, HVAC, plumbing and electrical), interior and exterior finishes and the building site. It provides control strategies for all equipment and systems relating to building services such as security and fire alarms and defines the technical requirements for phones, data, cable and audio-visual needs. The schematic drawings—floor plans, site plans and building elevations—are reviewed and refined for functionality, usability, required adjacencies, code compliance, security, safety and aesthetics. The project program and the schematic drawings are scrutinized for possible errors or omissions. The plans are shared and discussed with the County to identify possible problems and to coordinate with the needs that have been discussed.

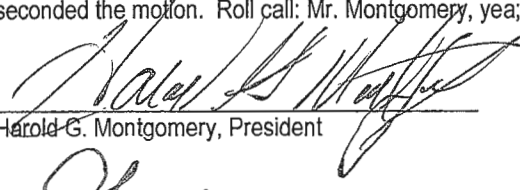
The next phase of the project would be Design Development. In design development, the schematic plans and elevations are reviewed, revised and expanded to incorporate all the details and specifications required for construction. Project components are looked at to the smallest detail. These include:


- Interior and exterior building materials and finishes.
- Furniture and equipment selection and layouts.
- Cabinetry and custom fabrications.
- Lighting and technology designs.
- Mechanical, electrical and plumbing systems.

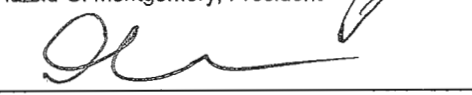
Issues often come to light that affect constructability or are critical to satisfying the project program, and that may require changes to the project program or to the budget, or both. By the end of design development the design drawings and specifications are sufficiently complete to establish and define the facility's size, function, configuration and spaces, the operation or use of equipment and the materials for all the principal building structures and systems. With this information, the project budget and schedule and all building plans are finalized.

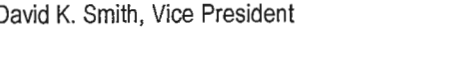
ADJOURN

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. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, absent for vote.


Harold G. Montgomery, President


Karen Sprague, County Administrator


David K. Smith, Vice President


absent
Brent Saunders, Commissioner