

JULY 18, 2013

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, present.

The President entertained a motion for approval of the July 11, 2013 minutes. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
JFS	Lori Church	7/23	Union County	County readiness training
JFS	Lori Church	7/28-8/1	Columbus, OH	User Acceptance Training

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

Animal Shelter Canine Weekly Report													
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Rescued	MIA	Died (Natural Causes)	Destroyed (in field)	To Foster Care	Back from Foster	Foster Care Total	Total Out	Shelter Total
7/15	24	1	0	0	0	1	6	0	15	0	62	0	39

GREEN SEWER PROJECT UPDATE

County Administrator Karen Sprague presented the Commission with a copy of the letter and income survey that will be mailed to all Green Sewer residential properties on Monday, July 22, 2013. The income surveys are due back on July 31, 2013 and postage paid return envelopes will be included with the mailings. Gallia County has contracted with Rural Community Assistance Program (RCAP) staff for follow-up door to door surveying for any residential properties that do not return the survey form by mail. The door-to-door visits will occur the second weekend of August and throughout the month until the minimum sample size requirement has been reached. Ms. Sprague noted the income survey is very important because hundreds of thousands of grant dollars depend on the results and grants mean less money the county has to repay, which in turn means a lesser monthly rate for the sewer customers.

AIRPORT HANGAR PAINTING QUOTES

County Administrator Karen Sprague presented the Commission with quotes from area contractor for painting of hangars at the Airport as follows: The quotes were reviewed; no action taken.

- Paxton Painting of Bidwell, Ohio at \$12,800.00:
 - Bldg #1 roof only: Hand clean & sweep, application of 2 coats Kool Seal Aluminum Roof Coating
 - Bldg #2 roof/siding: pressure wash, scrap and spot prime with Kem Bond Metal Primer; application of 2 coats Kool Seal Premium Roof Paint to roof; application of 1 coat DTM acrylic coating to siding
- Dave Snyder of Gallipolis, Ohio at \$16,677.90:
 - Prep & paint roof of large hangar
 - Prep & paint roof & sides of hangar by runway
 - Roof painting would include cleaning gutters and any minor repairs found. While working on the hangars, would include inspection and servicing of door lift cables, lubrication of all points and minor structural repair to all bi-fold doors. During inspection found some minor, however needed repairs, i.e. stretched and worn cables, worn bushings in guide pulleys and worn hangar brackets that should be addressed to prevent further wear/damage.
- Xtreme Painting/Pressure Washing of Bidwell, Ohio at \$16,800.00:
 - Bldg # 1: pressure wash the roof & wire brush (scrape) all loose paint, prime bare spots with Sherwin Williams Khem Bond then paint entire roof with Silverbrite or approved SW paint.
 - Bldg # 2: pressure wash entire building to get the chalky film off, then wire brush (scrape rush spots), prime all rust spots with Khem bond & paint roof & siding with approved Sherwin Williams paint.
- Ohio Valley Roofing Systems of Jackson, Ohio at \$20,761.09:
 - Painting with Conklin Master Guard Alumify Aluminum Paint
 - Power wash and clean surface with Conklin Rust Off rust and oxide remover
 - Prime entire metal surface, using Conklin Metal Ready Universal rust-inhibiting primer
 - Apply Conklin Master Guard Alumify Aluminum Paint at approx. one-quarter gallon per square.
 - Paint is warranted against blistering, flaking and peeling for period of 5 years.
 - Conklin Company Inc. will warranty materials. Contract will warranty workmanship.
 - This is a non pro-rated warranty (covers 100% of labor and material costs for entire term.
 - Building owner will supply water and electrical power as needed
 - Warranty covers to the edge of roof where above system has been applied.
- Jim Carroll of North Augusta, SC at \$0.30 per square foot for paint & labor:
 - Coating roof with asphalt aluminum coating
 - Tightening all loose metal where needed
 - This product carries 10 year warranty – stops rust
 - Painting woodwork with Exterior House & Trim paint
 - Painting roof and patching

AUDITOR OF STATE – PROPOSED REVISIONS FOR FUTURE AUDITS

County Administrator Karen Sprague presented the Commission with an Auditor of State Bulletin advising of proposed future audit revisions to include:

- Single Audit Threshold increase from \$500,000 to \$750,000
- Changes to major program determination from \$300,000 to \$500,000

GREEN SEWER – DRAW # 61

County Administrator Karen Sprague presented the Commission with Draw # 61 for the Green Sewer Project for the following items:

- Stantec Inv. # 700936 - \$1,295.00
- Total = \$1,295.00

Harold Montgomery entertained a motion to approve draw resolution # 61 as submitted. Brent Saunders moved and David K. Smith seconded the motion. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea.

FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- Sales Tax Distribution report thru July 2013
- County General Fund report for January thru June 2013

LEPC COMMITTEE

EMA Director Sherry Daines submitted the following:

July 16, 2013

To: Harold Montgomery, President, Gallia County Board of County Commissioners

RE: Gallia Co. LEPC nominations to Ohio SERC

As required by the by-laws of the Gallia County Local Emergency Planning Committee, members serve a two (2) year term. Nominations and election of officers are held in the odd numbered years. The results are then forwarded to you to for validation in order to be sent on to the Ohio SERC for final approval within the allotted time frame.

Per a motion within the Gallia County LEPC dated May 20, 2013, please find attached the list of recommended LEPC nominations for your review.

Four signatures are required on the Commissioners Resolution as indicated. Only your signature is needed on each of the individual nominations sheets. I will then forward this information on to Ohio SERC as required.

If I can be of any further assistance, please feel free to contact me.

Sincerely,
Sherry Daines

LEPC 2013 Proposed Nominations

1. David Smith.....	..... Elected Official .....	..... Re-appointment
2. Tim Miller.....	..... EMA .....	..... Re-appointment
3. Sherry Daines.....	..... Communications.....	..... Re-appointment
4. Mark Mohr.....	..... Fire.....	..... Re-appointment
5. Richard Grau.....	..... Law Enforcement.....	..... Re-appointment
6. Missy Blank.....	..... Media (PIO).....	..... Re-appointment
7. Morgan Saunders.....	..... Hospital.....	..... Re-appointment
8. Larry Boyer.....	..... Health (EMS).....	..... Re-appointment
9. Dave Roush.....	..... County Engineer.....	..... Re-appointment
10. Matt Gregg.....	..... Amateur Radio.....	..... Re-appointment
11. Mark Reese.....	..... Mental Health.....	..... Re-appointment
12. John Nesbitt.....	..... Health (Environmental).....	..... Re-appointment
13. Joc Browning, Sheriff.....	..... Law Enforcement.....	..... Re-appointment
14. John Grubb.....	..... CAMEO.....	..... Re-appointment
15. Steven E. Wallis.....	..... Industry.....	..... Re-appointment
16. Troy Johnson.....	..... Transportation.....	..... Re-appointment
17. Clint Patterson.....	..... City of Gallipolis.....	..... Re-appointment
18. Peggy Pruitt.....	..... Red Cross.....	..... Re-appointment
19. Tony Gallagher.....	..... Community Group.....	..... Re-appointment
20. Lt. Max Norris.....	..... Ohio State Patrol.....	..... Re-appointment

WHEREAS, the County Commissioners established a Local Emergency Planning Committee and

WHEREAS, as a requirement of the State Emergency Response Commission, the Gallia County Local Emergency Planning Committee recommended members to be appointed pursuant to Resolution dated July 18, 2013, and

WHEREAS, the original list of members has been revised as follows/attached:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Gallia County that we do hereby recommend that the State Emergency Response Commission appoint the members of the Gallia County Local Emergency Planning Committee as they appear on the revised list.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Gallia County, Ohio, on July 18, 2013.

Harold G. Montgomery, President

Brent Saunders, Commissioner

David K. Smith, Vice President

Lara J. Lave, Clerk

The President entertained a motion to appoint the members as recommended and submitted. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

OEMA FUNDING

Director Sherry Daines reported that a grant is available from OEMA. It is a competitive grant for special projects and there is a 50% match. The application deadline is August 6th. The Commission was in agreement that Ms. Daines would apply for the grant for the purchase of a generator to operate the Courthouse.

WORKERS COMP FEE AGREEMENT ACKNOWLEDGMENT

Economic Development Director Melissa Clark submitted the following agreement:

This agreement is to acknowledge that the Gallia County Commissioners have contracted with Lee M. Smith & Associates Co., L.P.A. for legal representation with regard to the defense of certain workers' compensation matters. Gallia County Commissioners agree that Lee M. Smith & Associates Co., L.P.A. will perform services to defend the workers' compensation claims at the rate of \$220.00 per hour for all time including, but not limited to meetings, correspondence, telephone calls, travel to and from and attendance at hearings, pretrial conferences, settlement conferences and trials and legal research that may be necessary to defend the claims. Gallia County Commissioners also agree that they will return this signed Fee Agreement to Lee M. Smith & Associates Co., L.P.A. before any work is to be performed. The Gallia County Commissioners will also be responsible for all costs related to the defense of their claims which will include, but not be limited to mileage, procurement of medical records, deposition costs, medical examinations and copies. This office will bill the Gallia County Commissioners for all services rendered on a monthly basis with the understanding that payment will be made within thirty (30) days of the date of the invoice.

s/ Harold G. Montgomery, President
Gallia County Board of Commissioners
7/18/2013

The President entertained a motion to approve the agreement as submitted. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

BID AWARD – 2013 ASPHALT RESURFACING

Assistant County Engineer Brown submitted the following recommendation:

July 18, 2013

Gallia County Commissioners
18 Locust Street, Room 1292
Gallipolis, OH 45631

Dear Commissioners,

I have reviewed the proposals for the Gallia County 2013 Asphalt Resurfacing project.

The lowest bid was received from the Shelly Company. The bid is responsive, and below the engineer's estimate. The contractor meets all specifications and is qualified to perform the work.

Therefore, it is my recommendation that the above named project be awarded to the Shelly Company.

Sincerely,
s/ Jennifer Brown
Jennifer Brown, P.E.
Assistant Engineer

David K. Smith made and Brent Saunders seconded the motion to award the bid and sign the contract as submitted and recommended. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

BID AWARD – 2013 CHIP SEAL

Assistant County Engineer Brown submitted the following recommendation:

July 18, 2013

Gallia County Commissioners
18 Locust Street, Room 1292
Gallipolis, OH 45631

Dear Commissioners,

I have reviewed the proposals for the Gallia County 2013 Chip Seal project.

The lowest bid was received from the Shelly Company. The bid is responsive, and below the engineer's estimate. The contractor meets all specifications and is qualified to perform the work.

Therefore, it is my recommendation that the above named project be awarded to the Shelly Company.

Sincerely,
s/ Jennifer Brown
Jennifer Brown, P.E.
Assistant Engineer

Brent Saunders made and David K. Smith seconded the motion to award the bid and sign the contract as submitted and recommended. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

BID AWARD – GAL-CR2-VAR PM

Assistant County Engineer Brown submitted the following recommendation:

July 18, 2013

Gallia County Commissioners
18 Locust Street, Room 1292
Gallipolis, OH 45631

Dear Commissioners,

I have reviewed the proposals for the GAL-CR2-VAR PM project.

The lowest bid was received from Aero-Mark. The bid is responsive, and below the engineer's estimate. The contractor meets all specifications and is qualified to perform the work.

Therefore, it is my recommendation that the above named project be awarded to Aero-Mark.

Sincerely,
s/ Jennifer Brown
 Jennifer Brown, P.E.
 Assistant Engineer

David K. Smith made and Brent Saunders seconded the motion to award the bid and sign the contract as submitted and recommended. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

AGRICULTURAL SOCIETY

The Commissioners received and have on the file the following notices from the Director of Agriculture/Gallia County Agricultural Society:

No. 00-0027 **March 1, 2013**

TO THE BOARD OF COUNTY COMMISSIONERS OF GALLIA COUNTY:

I HEREBY CERTIFY, that the GALLIA COUNTY Agricultural Society has held an annual exhibition in accordance with Sections 171.04, relative to the offering and awarding of premiums and 1711.05 of the Revised Code, relative to the publishing of its Treasurer's account and the reporting of its awards to the Director of Agriculture, and has complied with the laws of the state and the rules of the department governing the operation of a County or Independent Agricultural Society.

THEREFORE, the Society is entitled to receive appropriations as provided for in Sections 1711.03 and 1711.22 of the Revised Code and is eligible to receive such amount as the Commissioners may appropriate by virtue of Sections 1711.15 or 1711.17 of the Revised Code.

s/Director *David Daniels* Ohio Dept. of Agriculture

No. 00-0027 **March 1, 2013**

TO THE AUDITOR OF GALLIA COUNTY:

I HEREBY CERTIFY, that the GALLIA COUNTY Agricultural Society has held an annual exhibition in accordance with Sections 1711.04, relative to the offering and awarding of premiums and 1711.05 of the Revised Code, relative to the publishing of its Treasurer's account and the reporting of its awards to the Director of Agriculture, and has complied with the laws of the state and the rules of the department governing the operation of a County or Independent Agricultural Society.

THEREFORE, the said Society is entitled to receive from you an order in the amount of \$800.00 drawn on the County Treasurer as provided for in Sections 1711.01 or 1711.02 of the Revised Code.

s/Director *David Daniels* Ohio Dept. of Agriculture

RESOURCE OFFICER AGREEMENT

Sheriff Joe Browning submitted the following Resource Officer Agreement for approval:

CONSULTANT AGREEMENT

This agreement is entered into on August 1, 2013, by and between the Gallia-Jackson-Vinton Joint Vocational School District Board of Education ("Board") and the Gallia County Sheriff's Office ("Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

1. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the service of a Resource Officer for the 2013-2014 contractual year. This Agreement is for one Resource Officer at Gallipolis Alternative School for 40 hours per week for a total of 182 days. The Contracted Deputy for the detail will remain available to the school for use as much as possible. The Sheriff can call upon the deputy for emergency use as required. During the 2013-14 school year, the deputy working this contract will be required to attend CIT Training as provided by the Sheriff and must be a member of the School Resource Association and attend Student Resource Training within the year.

The Consultant shall exercise independent professional judgment at all times and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

2. FEES

The Board shall pay the Consultant \$24.16 per hour thru 12/31/13 and \$24.63 from 1/01/14 thru the end of the 2013-2014 school year if the Resource Officer opts for the single plan.

The Board shall pay the Consultant \$29.28 per hour thru 12/31/13 and \$ 30.77 from 1/01/14 thru the end of the 2013-2014 school year if the Resource Officer opts for the family plan.

The Board shall pay Consultant \$100 per month per cruiser.

The Consultant shall provide necessary uniforms and equipment.

The Consultant shall provide documentation of services as required by the Board, and payment shall be made within 30 days of receipt of documentation.

Rates are subject to change per FOP contract effective 01/01/2014.

3. FREQUENCY OF SERVICES

The Consultant shall provide the quality of services during the term of this Agreement:
 Services described in Item No. 1 above.

4. TERM

This Agreement shall be in effect from August 2013 - July 2014 unless earlier terminated by either party.

The Board may terminate this Agreement at any time by giving notice to the Consultant at the address contained herein if the Board determines, in its sole discretion exercised in good faith, that the Consultant has violated any applicable law, rule, regulation or policy; failed to perform any duty or warranty under this Agreement; or made a misrepresentation which materially affects the level or quality of services; or if the Board is otherwise dissatisfied with the Consultant's performance.

5. RELATIONSHIP OF THE PARTIES

The Consultant is an independent contractor and may not hold himself/herself out to individuals receiving services or to others as the employee or agent of the Board. The Consultant is not required to perform services exclusively for the Board and may perform the same or similar services for others. The Consultant is responsible for all expenses incurred in rendering services under this Agreement, and the Consultant agrees to hold the Board harmless from any such expenses. At his/her sole cost, the Consultant shall maintain all licenses/certifications required by law, shall secure professional liability insurance and any other insurance required by law, and shall pay all taxes and/or fees required by law.

The Consultant shall indemnify and hold the Board harmless from and against any claim asserted by, or any liability to, any person on account of injury, death or damage to property arising out of the Consultant's acts or omission in the performance of the Agreement. If required by law, the Board shall make contributions to the Public School Employees Retirement System on behalf of the Consultant. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

6. MISCELLANEOUS PROVISIONS

This Agreement creates no third party beneficiaries.

This document sets forth the entire Agreement of the parties and supersedes all prior agreements or contracts, whether oral or written, between the parties.

CONSULTANT:
Gallia County Sheriff's Office
18 Locust Street
Gallipolis OH 45631
s/ Joe Browning, GC Sheriff

BOARD OF EDUCATION:
G-J-V Joint Vocational School District
s/ D. K. Lewis, Superintendent

Gallia County Commissioners:
Harold G. Montgomery, President
David K. Smith, Vice President
Brent Saunders, Commissioner

As approved to form:
s/ Jeff Adkins, Gallia County Prosecutor

The President entertained a motion to approve as recommended by Sheriff Browning. Brent Saunders made and David K. Smith seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

RESOURCE OFFICER AGREEMENT

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1. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the service of a Resource Officer for the 2013-2014 contractual year, chosen by mutual agreement between Buckeye Hills and the Sheriff's Office. This Agreement is for one Resource Officer at Buckeye Hills Career Center for 40 hours per week for a total of 187 days. The Contracted Deputy for the detail will remain available to the school for use as much as possible. The Sheriff can call upon the deputy for emergency use as required. During the 2013-14 school year, the deputy working this contract will be required to attend CIT Training as provided by the Sheriff and must be a member of the School Resource Association and attend Student Resource Training within the year.

The Consultant shall exercise independent professional judgment at all times and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

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CONSULTANT:

Gallia County Sheriff's Office
18 Locust Street
Gallipolis OH 45631
s/ Joe Browning, GC Sheriff

Gallia County Commissioners:
Harold G. Montgomery, President
David K. Smith, Vice President
Brent Saunders, Commissioner

BOARD OF EDUCATION:

G-J-V Joint Vocational School District

s/ *D. K. Lewis*, Superintendent

As approved to form:

s/ *Jeff Adkins*, Gallia County Prosecutor

The President entertained a motion to approve as recommended by Sheriff Browning. Brent Saunders made and David K. Smith seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

GREEN SEWER PROJECT

USDA Area Specialist Gordon Parker and Prosecuting Attorney Jeff Adkins were in attendance for a USDA "Letter of Conditions" meeting with the Commissioners. No action taken.

MMO UPDATE

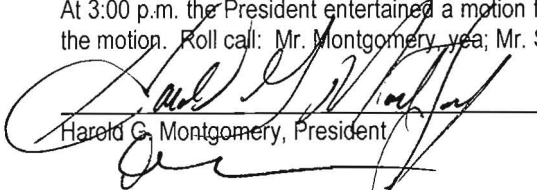
Medical Mutual Client Manager Melinda Brown introduced VP for the public sector Rich Vallack. She will have the first 6 months claims experience in August. Mr. Montgomery noted this has been a smooth transition to date. Scott Saunders of Saunders Insurance Agency was also in attendance. Mr. Saunders asked if the Commission would consider combining the City of Gallipolis employees with the County and have one health fair. They would have setups at various areas.


GREEN SEWER FUNDING ANNOUNCEMENT

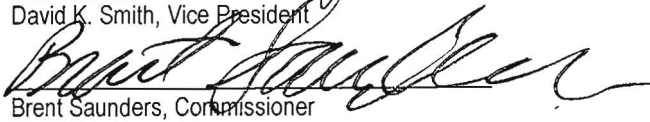
USDA State Director Tony Logan was present to announce a funding package that has been approved for a loan in the amount \$3,089,000.00 and a grant of \$3,335,000.00. The funds will be used to construct a new sanitary sewer collection system in portions of Green and Gallipolis Townships. Everyone was presented a fact sheet and map for the project. In attendance were Michelle Miller, Gallia Hometown Herald; Gordon Parker, USDA; Marianne Campbell, Chamber of Commerce; Lorie Neal, Chamber of Commerce; Randy Finney, City Manager; Ed Swisher, City of Gallipolis; Julia Wood, USDA; Gary Silcott, Stantec; Tracy Shoults, Stantec; Stefanie Filson, Gallipolis Daily Tribune; Mike Rutherford, USDA.

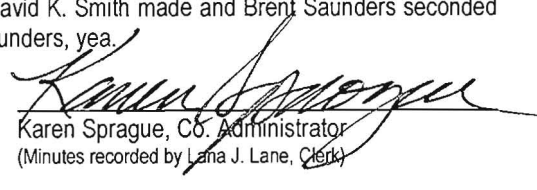
ADJOURN

At 3:00 p.m. the President entertained a motion for adjournment. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.


Harold G. Montgomery, President


David K. Smith, Vice President


Brent Saunders, Commissioner


Karen Sprague, Co. Administrator
(Minutes recorded by Lana J. Lane, Clerk)