

**FEBRUARY 27, 2014**

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 February 20, 2014 minutes. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
911/EMA	Sherry Daines Tim Miller Keith Wilson	3/5	Adams County	Radio system viewing
EMA	Tim Miller	3/12	Athens, OH	Healthcare Coalition

The President entertained a motion to approve travel requests as submitted. Harold G. Montgomery 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
2/24	3	4	1	0	0	0	0	0	3	0	392	8	16

**EXECUTIVE SESSION- PERSONNEL**

At 9:05 a.m. the President entertained a motion to enter into executive session with Sheriff Browning to discuss a personnel issue regarding the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 9:45 a.m.; no action taken.

**GREEN SEWER PHASE 1 ARC GRANT**

President David Smith entertained a motion to approve a letter to USDA Rural Development Office in Marietta to request they act as the basic agency for administration of the ARC grant for Green Sewer Phase 1 Project and to approve a letter to ARC designating County Administrator Karen Sprague as the Local Project Administrator. Grant instruction state the Local Project Administrator should be familiar with and responsible for keeping all necessary documentation, including financial documentation, and must be available at monitoring of the project. The Local Project Administrator should be an individual or organization familiar with the requirements of the ARC grant administration program and monitoring requirements. Harold G. Montgomery made and Brent Saunders seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

**AIRPORT OBSTRUCTION REMOVAL PROJECT**

County Administrator Karen Sprague presented the Commission with an Army Corps of Engineers permit application for the Airport obstruction removal project. David Smith entertained a motion to grant Ms. Sprague permission to sign the permit application as presented. Brent Saunders made and Harold G. Montgomery seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

**GALLIA COUNTY COUNCIL ON AGING**

County Administrator Karen Sprague presented the Commission with a request from the Gallia County Council on Aging for a \$5,000 advance on their 2014 sales tax allocation so they can complete replacement of all windows at the Senior Center at the same time. David Smith entertained a motion to approve this request. Harold G. Montgomery moved and Brent Saunders seconded the motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

**ODSA CDBG PROGRAM OCEAN INTAKE FORMS**

County Administrator Karen Sprague advised the Commission that effective for FY 2014 all CDBG grant applications and reporting will be required by ODSA to be completed online. The computer program being used by the State is called OCEAN. Each county is required to complete intake forms establishing our counties contacts and users in OCEAN. The following persons are included on the intake forms:

- David K. Smith – CEO & contact for county
- Karen Sprague – Financial, Fair Housing & Labor Standards User – all grants
- Keith Romine GMCAA third party organization – Rehab Specialist User – CHIP grants
- Diana Roush GMCAA third party organization - Financial, Fair Housing & Labor Standards User – CHIP grants
- Melissa Clark – Financial & Labor Standards User – ED grants

David Smith entertained a motion to approve the forms as presented. Harold G. Montgomery made and Brent Saunders seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea. All forms will be signed by David Smith, as President of the Commission, and they are on file in the County's CDBG files.

**GALLIPOLIS CITY – LETTER OF SUPPORT PUBLIC USE AREA PROJECT**

County Administrator Karen Sprague presented the Commission with a letter of support for Gallipolis City's Public Use Area Project. David Smith entertained a motion to approve the letter of support as presented. Harold G. Montgomery made and Brent Saunders seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders,

yea; Harold Montgomery, yea.

2/27/2014

Gallipolis City Commission  
Attn: Randall Finney, City Manager  
518 Second Avenue  
Gallipolis, Ohio 45631

RE: Letter of Support – Gallipolis Public Use Area Development Project

Dear Mr. Finney:

We wish to declare our full support for the proposed Gallipolis Public Use Area Development Project. The completion of this project will substantially revitalize downtown Gallipolis as well as provide an area where the citizens of both the City and County can come together for multifaceted recreational and cultural activities.

The Board of Gallia County Commissioners feels the development of the Gallipolis City Public Use Area along the riverfront is a project critical to the continued growth and enhancement of downtown Gallipolis.

Therefore, we agree that this project is crucial and we lend our full support to Gallipolis City in their efforts to secure funding for this much needed project.

Respectfully submitted,  
Gallia County Commissioners  
s/ David K. Smith, President  
s/ Brent Saunders, Vice-President  
s/ Harold G. Montgomery, Commission Member

**WOODLAND CENTERS – LETTER OF SUPPORT- TRANSPORTATION COORDINATION EFFORTS**

County Administrator Karen Sprague presented the Commission with a letter of support for Woodland Centers transportation coordination efforts. David Smith entertained a motion to approve the letter of support as presented. Brent Saunders made and Harold G. Montgomery seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

2/27/2014

Woodland Centers, Inc.  
Attn: Mary Jo Frank, Ph.D.  
Executive Director  
3086 State Route 160  
Gallipolis, OH 45631

RE: Transportation Coordination Efforts

Dear Mary Jo,

The purpose of this letter is to verify that the Board of Gallia County Commissioners works with Woodland Centers, Inc. to deliver transportation services to our clients (or residents) in Gallia County. This collaborative partnership includes making referrals to Woodland Centers which then schedules trips and provides the transportation for non-emergency medical appointments.

As part of this partnership, Woodland Centers also maintains the vehicles used for transportation services, procures the vehicles, and provides insurance and secure parking for the vehicles.

The Board of Gallia County Commissioners intends to continue to work with Woodland Centers to provide this much needed service in our community. We strongly encourage approval of their application to make sure this program continues.

Respectfully submitted,  
Gallia County Commissioners  
s/ David K. Smith, President  
s/ Brent Saunders, Vice-President  
s/ Harold G. Montgomery, Commission Member

**LEAVE DONATION APPLICATION**

Commissioners received the following leave donation application:

Department	Donating Employee	Receiving Employee	Hours Donated	Pay Period
Sheriff	Nathan Harvey	Patrick Cochran	64.3	3/7/2014

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

**EQUITABLE SHARING AGREEMENT - SHERIFF**

The Board received an Equitable Sharing Agreement and Certification from the Sheriff's Office. Brent Saunders made and Harold G. Montgomery seconded the motion for President Smith to sign the certification. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**STRAND ASSOCIATES AGREEMENT & TASK ORDER – COUNTY ENGINEER**

The County Engineer submitted the following for approval:

*This is an Agreement between the Gallia County Board of Commissioners and Gallia County Engineer, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide technical services (Services). This Agreement shall be in accordance with the following elements.*

**Scope of Services**

*Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include Project Information, a detailed Scope of Services, Compensation, and Schedule. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 14-01.*

**Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided as noted. If necessary, additional Service Elements Not Included may be identified in each subsequently issued Task Order.

1. Additional and Extended Services during construction made necessary by:

- a. Work damaged by fire or other cause during construction.
- b. A significant amount of defective or neglected work of any contractor.
- c. Prolongation of the time of the construction contract.
- d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.

3. Bidding-and Construction-Related Services: Bidding-and construction-related services for the Task Order-specified project will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.

6. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.

7. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.

8. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.

9. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the Task Order-specified project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

10. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.

11. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

**Compensation**

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for sub consultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum and estimated fees for the Services are based on wage scale/hourly billing rates, adjusted annually on July 1, that assume the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the fee that reflects any wage scale adjustments made.

The lump sum and estimated fees will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

**Schedule**

Services will begin upon execution of this Agreement, which is anticipated on March 1, 2014. This Agreement will terminate two years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

**Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

**OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such

as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

#### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

#### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

#### **Payment Requests**

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

#### **Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services.
3. If there is a modification of Ohio Department of Transportation requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

#### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

#### **Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

#### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

#### **Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

#### **Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

#### **Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

#### Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the Scope of Services. The OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.®

s/ Matthew S. Richards 2/12/14

Matthew S. Richards Date  
Corporate Secretary

OWNER:

GALLIA COUNTY BOARD OF COMMISSIONERS  
AND GALLIA COUNTY ENGINEER

s/ Brett A. Boothe 2/18/14

Brett A. Boothe, P.E., P.S. Date  
Gallia County Engineer

GALLIA COUNTY BOARD OF COMMISSIONERS

s/ David K. Smith, President 2/27/14

s/ Brent Saunders, Vice President 2/27/14

s/ Harold G. Montgomery, Commissioner 2/27/14

On this 20<sup>th</sup> Day of February, 2014, I, Jeff Adkins, Prosecutor for the County of Gallia, Ohio, do hereby approve the foregoing contract as to form.

s/ Jeff Adkins 2/20/14

Prosecutor, County of Gallia, Ohio Date

I, Larry M. Betz, Auditor of the County of Gallia, Ohio, hereby certify that the funds for this agreement with Strand Associates, Inc.® as described previously, have been appropriated and are in the County Treasury or are in the process of collection, and that said funds are not and cannot be appropriated for any other purpose.

s/ Larry M. Betz 2/24/14

Auditor, County of Gallia, Ohio Date

Task Order No. 14-01

Gallia County Board of Commissioners and  
Gallia County Engineer (OWNER)

and Strand Associates, Inc.® (ENGINEER)

Pursuant to Technical Services Agreement dated February 12, 2014

#### Project Information

Project Name: GAL-CR 6-0.00

Services Description: Design services for 1.85 miles of widening and resurfacing of County Road 6 beginning at the intersection of State Route 588 and ending at State Route 160.

#### Scope of Services

ENGINEER will provide the following services to OWNER:

1. Determine design criteria and collect existing information for Project.
2. Perform topographic survey along sections of County Road 6 (McCormick Road) that will require full road reconstruction and retaining wall installation. Topographic survey limits will be defined during the site visit described in task 4 below and will not exceed 2,500 feet. Right-of-way is defined by OWNER as 60 feet, 30 feet from both sides of center line. Right-of-way plans will not be developed as part of the Project unless included by an amendment to this Task Order.
3. Perform geotechnical investigations necessary for design of retaining wall. Pavement design for the road improvements shall be provided to ENGINEER by OWNER.
4. Attend one site visit with OWNER for 10 percent design review. While on-site, mark limits as agreed upon by OWNER for full-depth road reconstruction, vertical profile changes, and retaining wall location. Use these limits for design and development of Project drawings.
5. Provide design services for retaining wall with a maximum length of 470 feet along McCormick Road. OWNER shall provide two retaining wall details to ENGINEER as alternatives to review for use in this Project.
6. Provide design services for road reconstruction including pavement overlay, profile modification in two locations, road widening, superelevation, side road ditching, and culvert replacement. It is anticipated that culverts will be replaced with a pipe of the same size. Hydraulic analyses are not included in this Scope of Services. The road typical section shall be provided to ENGINEER by OWNER.
7. Submit preliminary design drawings to OWNER using the Ohio Department of Transportation 2010 Construction and Materials Specifications. The drawings will include a title sheet, typical sections sheet, plan sheets for overlay sections, plan and profile sheets for reconstruction areas, cross sections for reconstruction areas, and miscellaneous details sheet. Address one submission of review comments by OWNER.
8. Submit preliminary engineer's opinion of probable construction cost to OWNER.
9. Submit final design drawings to OWNER with the following sheets added: general notes, maintenance of traffic plan, general summary, project site plan, and schematic plan. Address one submission of review comments by OWNER.
10. Submit engineer's opinion of probable construction cost to OWNER.
11. Submit final tracings to OWNER including certified project drawings and certified engineer's opinion of probable construction cost.

#### Compensation

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of \$104,388.

**Schedule**

Services will begin upon execution of this Task Order, which is anticipated on March 1, 2014. Services are scheduled for completion on December 31, 2014.

**TASK ORDER AUTHORIZATION AND ACCEPTANCE:**

ENGINEER:

STRAND ASSOCIATES, INC. ®

*s/ Matthew S. Richards* 2/12/14  
Matthew S. Richards Date  
Corporate Secretary

OWNER:

GALLIA COUNTY BOARD OF COMMISSIONERS  
AND GALLIA COUNTY ENGINEER

*s/ Brett A. Boothe* 2/18/14  
Brett A. Boothe, P.E., P.S. Date  
Gallia County Engineer

GALLIA COUNTY BOARD OF COMMISSIONERS

*s/ David K. Smith, President* 2/27/14  
*s/ Brent Saunders, Vice President* 2/27/14  
*s/ Harold G. Montgomery, Commissioner* 2/27/14

On this 20<sup>th</sup>. Day of February, 2014, I, Jeff Adkins, Prosecutor for the County of Gallia, Ohio, do hereby approve the foregoing contract as to form.

*s/ Jeff Adkins* 2/20/14  
Prosecutor, County of Gallia, Ohio Date

I, Larry M. Betz, Auditor of the County of Gallia, Ohio, hereby certify that the funds for this agreement with Strand Associates, Inc.® as described previously, have been appropriated and are in the County Treasury or are in the process of collection, and that said funds are not and cannot be appropriated for any other purpose.

*s/ Larry M. Betz* 2/24/14  
Auditor, County of Gallia, Ohio Date

Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**OSU EXTENSION**

Director Tracy Winters presented the Commission with an agency update of various activities:

- February 4<sup>th</sup>. – Private Pesticide Applicators Recertification
- February 8<sup>th</sup>. – Gallia County Cattlemen’s annual meeting and banquet
- March 6<sup>th</sup>. – Gypsum as a soil amendment meeting at the Extension office
- February 14, 17, & 20<sup>th</sup>. – Interviewed 21 Gallia County teens to be summer camp counselors
- February 24<sup>th</sup>. – Tracy participated in the State STEM conference call
- February 24<sup>th</sup>. – Tiffany & Jeff participated in the Farm City Day planning session
- March 18<sup>th</sup>. – Gallia County 4-H Executive Committee meeting

**SUBGRANT AGREEMENT WITH GALLIA-MEIGS COMMUNITY ACTION AGENCY**

DJFS Director Glassburn submitted the sub grant agreement (G-FY14-0005) between the Gallia County DJFS and Gallia-Meigs Community Action Agency made pursuant to a grant award to the grantor by ODJFS and is not for research and development purposes. The grant award is under the authority of TANF CFDA 93.558 Food Assistance, as administered by the U.S. Department of Health and Human Services. The grant amount is \$5,000.00 and will be in effect from 3/1/2014 through 6/30/2014. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**BID OPENING - GUARDRAIL**

At 10:30 a.m. President David K. Smith opened the following bids for the County Engineer Project:

Item	PDK Construction, Inc.	Lake Erie Construction Co.	M.P. Dory Co.
606-Guardrail, Type 5, as per plan	\$184,961.25	\$195,487.50	\$206,765.63
606-Guardrail Post, 9 feet	\$34,828.63	\$34,846.50	\$35,740.00
606-Anchor Assembly, Type A	\$23,450.00	\$30,625.00	\$27,125.00
606-Anchor Assembly, Type T	\$16,660.00	\$21,386.00	\$19,550.00
614-Maintaining Traffic	\$100.00	\$1,150.00	\$1,000.00
623-Construction Layout Stakes	\$1.00	\$850.00	\$750.00
624-Mobilization	\$100.00	\$2,500.00	\$750.00
Premium for Bond	\$1,878.00	\$1,500.00	\$1,800.00
<b>Total</b>	<b>\$261,978.88</b>	<b>\$288,345.00</b>	<b>\$293,480.63</b>

The bids were turned over to Assistant County Engineer Jenny Brown for review and recommendation. The County Engineer reported the estimate is \$299,631.

\*At 10:45 am Commissioners attended a DODD meeting at the GDC

\*At 1:00 pm Commissioners returned to session

EXECUTIVE SESSION – PERSONNEL

At 1:25 p.m. the President entertained a motion to enter into executive session with County Engineer Brett Boothe, Highway Superintendent David Roush, Assistant Engineer Jenny Brown, and County Administrator Karen Sprague to discuss a personnel issue regarding the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 2:10 p.m.; no action taken.

HORIZON FIBER SERVICE AGREEMENT

EMA Director Sherry Daines presented the Horizon Fiber Service Agreement for approval. The monthly fee is \$400. The President entertained a motion to approve the agreement as recommended by Sherry Daines. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

RDI SOLUTIONS, LLC CONTRACT

EMA Director Sherry Daines presented the RDI Solutions, LLC contract for approval. The contract amount is \$1,000 for performance of the updating of planning documents. The President entertained a motion to approve as recommended. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

MEDIA REPRESENTATIVE FOR DWART

EMA Director Sherry Daines recommended that Amber Gillenwater be appointed as the Media representative on the DWART committee to replace Michelle Miller. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

DANGEROUS WILD ANIMAL RESPONSE PLAN

The President entertained a motion to adopt the following resolution as submitted and recommended EMA Director Sherry Daines. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

RESOLUTION

A RESOLUTION ADOPTING ANNEX "M" (THE DWART PLAN) into the GALLIA COUNTY EOP (Emergency Operations Plan)

**WHEREAS**, on February 27, 2014, the Gallia County Commissioners hereby moves to adopt ANNEX "M" THE DWART PLAN (Dangerous Wild Animal Response Team) into the GALLIA COUNTY EOP (Emergency Operations Plan) and,

**WHEREAS**, the DWART plan for Gallia County is required under Ohio Revised Code (ORC) 935.28 to be submitted to the Ohio Department of Agriculture by February 28, 2014, and

**WHEREAS**, the Gallia County "Dwart" committee has reviewed the plan and approved it for the Gallia County Commissioners adoption.

**NOW, THEREFORE BE IT RESOLVED** by the Gallia County Commissioners that: The ANNEX "M" THE DWART PLAN (Dangerous Wild Animal Response Team) is hereby adopted as an official plan of Gallia County.

**BE IT FURTHER RESOLVED** that the Gallia County Emergency Management Agency submit to the Ohio Department of Agriculture the **Gallia County DWART Plan**.

Passed by the Gallia County Board of Commissioners on February 27, 2014.

*s/ David K. Smith, President*

*s/ Brent Saunders, Vice President*

*s/ Harold G. Montgomery, Commissioner*

*s/ Lana J. Lane, Clerk*

COUNTY EMERGENCY OPERATIONS PLAN

**PRIMARY AGENCY:** Gallia County Sheriff/ Local Law Enforcement

**SUPPORT AGENCIES:** Gallia County Emergency Management Agency (EMA)  
Gallia County Health Department(s)  
Local Fire Department(s)  
Gallia County Emergency Medical Services

**NON-GOVERNMENTAL ORGANIZATIONS:** Broadcast and/or Print Media  
Local Veterinarian  
Dangerous Wild Animal Subject Matter Expert(s)

**I. INTRODUCTION****A. Purpose**

1. This plan describes how Gallia County will plan and provide resource support before, during, and after a dangerous wild animal emergency.
2. This plan addresses the issues found in Ohio Revised Code (ORC) Chapter 935: Possession of Wild Animals and Snakes, fulfills the requirements for a dangerous wild animal county emergency response plan, and outlines the duties of the county dangerous wild animal response team (Dwart).
3. The DWART shall act as a response **planning** team, NOT necessarily as the responding entity. Agencies identified in this plan may not necessarily be directly involved in an actual dangerous wild animal response. Depending upon the way a dangerous wild animal emergency occurs in the county (via intentional release or unintentional escape), varieties or combinations of teams and/or agency members may be needed in the Gallia County Emergency Operations Center (EOC) and at sites around the county to augment and support local law enforcement response efforts.

**B. General Provisions**

1. In this plan, "dangerous wild animal(s)" refers to both dangerous wild animals and restricted snakes; "dangerous wild animal emergency" refers to any unintentional escape or intentional release of a dangerous wild animal; and "law enforcement officer" refers to a sheriff, deputy sheriff, constable, police officer of a township or joint police district, marshal, deputy marshal, municipal police officer, state highway patrol trooper, natural resources law enforcement officer, or park ranger.
2. Dangerous wild animals that pose a serious threat to the safety of Ohioans are those specified by ORC §935.01.

**C. Scope**

1. *This plan applies to all participating departments and agencies of the jurisdictions contained within the geographic boundaries of the county.*

## II. SITUATION AND ASSUMPTIONS

### A. Situation Overview

1. *Dangerous wild animal emergencies may occur in Gallia County.*
2. *Dangerous wild animal emergencies may pose a threat to the public safety of Gallia County citizens.*
3. *Designated Areas of Interest*
  - a. *There are a number of registered and unregistered dangerous wild animals within the county that may result in dangerous wild animal emergencies. Please refer to Appendix A – Known Dangerous Wild Animal Locations within Gallia County, for a complete location listing of known dangerous wild animals.*
4. *Potential Hazards*
  - a. *Dangerous wild animal emergencies may be caused through human acts, inaction, or negligence, by equipment malfunction, or by natural disasters (e.g., tornadoes, earthquakes, severe wind events, flooding).*

### B. Planning Assumptions

1. *Dangerous wild animal emergencies may overwhelm any one jurisdiction's response resources.*
2. *If a dangerous wild animal emergency occurs in Gallia County:*
  - a. *The county will receive notification from the animal owner or the public via 9-1-1 or the ten-digit emergency line.*
  - b. *All emergency calls are answered by a public safety access point (PSAP).*
  - c. *All emergency telephone numbers are maintained by the PSAP's administrating agency.*
  - d. *The receiving dispatcher will immediately notify local law enforcement And the Gallia County Sheriff.*
3. *Local law enforcement will immediately notify and/or confirm notification with the Ohio Department of Agriculture (ODA), the chief law enforcement officer of the township or municipality where the dangerous wild animal emergency has occurred, and the Gallia County EMA.*

## III. CONCEPT OF OPERATIONS

### A. Direction and Control

1. *First responders will employ incident command at the emergency site(s).*
2. *If and when a dangerous wild animal emergency occurs in the county that exceeds the capability of local incident command, local law enforcement will act as the lead agency for dangerous wild animal response.*
  - a. *If local law enforcement is not available to fulfill the duties of lead agency, orders of succession will be as follows:*
    - i. *The next available local law enforcement department*
    - ii. *Fire department*
    - iii. *State wildlife officer assigned to the county*
3. *If necessary, Gallia County EMA will activate the EOC to support the direction and control of County personnel and to augment local law enforcement's response efforts. Please refer to the Basic Plan of the Gallia County Emergency Operations Plan (EOP) for Standard Operation Procedures (SOP) on EOC activation and operations.*
4. *Responsibilities of the Support Agencies assigned to this plan include:*
  - a. *Providing subject matter expertise in the development and subsequent reviews of this plan.*
  - b. *Providing personnel to assist in response and recovery operations as needed at the site(s), staging area(s), and County EOC, as necessary.*
5. *The Gallia County EOC will coordinate with and provide logistical support to field personnel through the following activities, if needed:*
  - a. *Activation of 24-hour emergency communications and coordination of communications with other responding organizations.*
  - b. *Coordination with first responders and recovery personnel assigned to the Incident Command Center and at sites within the high-risk zone(s).*
  - c. *Provision of logistical support in the field for shelter, food, rest, critical incident stress debrief, and appropriate emergency response and recovery activity supplies and personal needs.*

### B. Determination of the Risk Area

1. *The Incident Commander will identify and set forth the specific areas at risk, at the time a dangerous wild animal emergency occurs.*

### C. Relationships among Levels of Government

1. *State*
  - a. *State disaster assistance, when provided, will supplement, not substitute, response provided by county and local jurisdictions.*
2. *County*
  - a. *Depending upon the way a dangerous wild animal emergency occurs in the county (via intentional release or unintentional escape), varieties or combinations of teams and/or agency members may be needed in the Gallia County EOC and at sites around Gallia County to augment and support local law enforcement's response efforts.*

## IV. ASSIGNMENT OF RESPONSIBILITIES

### A. Gallia County Sheriff/Local Law Enforcement (lead)

1. *Coordinate dangerous wild animal emergency response in the county.*
  - a. *Receive notification from the animal owner or the public via 9-1-1 or the ten-digit emergency line. All emergency telephone numbers are maintained by the PSAP's administrating agency.*
2. *Immediately notify and/or confirm notification of any dangerous wild animal emergency occurring in the county with ODA, regardless of whether the County or State EOC has been activated, via one of the following 24-hour telephone numbers: 855-DWA-OHIO (855-392-6446), 888-456-3405, or 614-728-6220. These telephone numbers are maintained by ODA.*
3. *Immediately notify and/or confirm notification with the chief law enforcement officer of the township or municipality where the dangerous wild animal emergency has occurred.*
4. *Immediately notify the Gallia County EMA when a dangerous wild animal emergency has occurred and/or is likely to require activation of this plan.*
5. *Coordinate with ODA for the transport of confiscated and/or captured dangerous wild animals.*

### B. Fire Department

1. *Assist with the coordination of fire response, including, but not limited to, providing response personnel, the identification of resources, and matching resource requests with available resources.*

### C. Gallia County Emergency Medical Services

1. *Assist with the coordination of emergency medical response, including, but not limited to, providing emergency medical technicians and first aid personnel, the identification of resources, matching resource requests with available resources, and providing information to ensure emergency medical provider safety.*

### D. Gallia County EMA

1. *Upon local law enforcement's request, the Gallia County EMA will open the EOC and notify the appropriate support agencies listed in this plan, based on the needs of the event. Please refer to the Basic Plan of the Gallia County EOP and the County EOC SOP for more information on EOC activation and operations.*
2. *Support local law enforcement by providing countywide coordination and deployment of assets during the dangerous wild animal response, if necessary.*
3. *Support public information dispersal and rumor control efforts throughout the emergency.*
4. *Coordinate with local law enforcement for the identification of training to Support Agencies and provide County EOC training to agency personnel designated for operations in the affected area(s).*
5. *Coordinate with ODA to identify and contact veterinary personnel and other qualified volunteers, as needed.*

- 6. Request State resource assistance, if necessary.
- E. Gallia County Health Department
  - 1. Provide public health services, as identified by the incident commander, to minimize zoonotic disease outbreaks and other public health risks that may occur during a dangerous wild animal emergency.
  - 2. Restricted snake owners are required to have access to anti-venom for each species of snake that the person owns, either at the location where each snake is confined or at a hospital. In the event that anti-venoms are needed and are not immediately available, contact the nearest Poison Control Center (800-222-1222) to locate the closest, most readily available antidote cache.
  - 3. Coordinate with the Ohio Department of Health, as needed.
- F. Broadcast and/or Print Media
  - 1. Provide general advisories and related public information, coordinated with the appropriate agencies and organizations.
- G. Dangerous Wild Animal Subject Matter Expert
  - 1. Provide dangerous wild animal subject matter expertise in the development of this plan.
- V. ADMINISTRATION
  - A. Agreements and Understandings
    - 1. Memorandums of Understanding (MOU) and Mutual Aid Agreements (MAA) have been put in place to supplement response efforts, should the event overwhelm any one jurisdiction's capabilities, expertise, and/or resources. Unless otherwise provided, these MOUs and MAAs remain in effect until rescinded or modified.
- VI. PLAN DEVELOPMENT AND MAINTENANCE
  - A. This plan serves to supplement, not substitute, Gallia County's Basic EOP. Please refer to the Gallia County EOP for SOPs on EOC activation and operations.
  - B. The Gallia County DWART shall conduct subsequent **annual** reviews of this plan. The Gallia County EMA will initiate the review process in accordance with the review of the Basic EOP.
  - C. Any time this plan is exercised or implemented during an emergency, a plan review and update process will be initiated by the Gallia County DWART, with the Gallia County EMA's coordination and facilitation assistance.
  - D. Any updates to this plan shall be submitted to the State Dangerous Wild Animal Emergency Response Commission (DWAERC) through ODA. If the annual review has been conducted and no updates are recommended, the DWART shall submit a message to the DWAERC stating that fact.
- VII. AUTHORITIES AND REFERENCES
  - A. Authorities
    - 1. Ohio Revised Code
      - a. Chapter 935 – Possession of Dangerous Wild Animals and Snakes
        - i. Per ORC §935.011, the Director of the Ohio Department of Agriculture has authority to recommend to the General Assembly species of animals and snakes to be included in the definition of "dangerous wild animal." Animals may not be added to the ORC without approval from the General Assembly.
        - ii. Per ORC §935.16 and 22, law enforcement, or any other responsive political subdivision within the state of Ohio, may destroy any escaped or released dangerous wild animal that poses a threat to public safety. Furthermore, the officer(s) may not be held liable for damages in a civil action for any injury, death, or loss to person or property that arises from the destruction of the animal(s).
        - iii. Per ORC §935.16, the owner of the dangerous wild animal that has escaped or has been released is responsible for all reasonable costs associated with the animal's capture or destruction. The owner shall reimburse the agency(s) responsible for capturing or destroying the animal.
  - B. References
    - 1. State of Ohio Emergency Operations Plan
      - a. Emergency Support Function-11 – Agriculture
        - i. Tab C – Dangerous Wild Animal Response Plan
- VIII. APPENDICES
  - A. Appendix A – Known Dangerous Wild Animal Locations within Gallia County

**ANIMAL SHELTER**


Beverly Coombs, Autumn Thomas, Jamie Smith, Susan Green, Patty Jones, Nathan Weatherholt, Judith Biggs, Angie Queen, and Katie Queen were in attendance to discuss animal shelter issues and the euthanasia incident on 2/14/14. Commissioner Smith stated the investigation is still ongoing and he cannot comment on that matter at this time. Also, in attendance was Carrie Gloeckner of the Gallia Herald, Mike Johnson of the Gallipolis Daily Tribune, and County Treasurer Steve McGhee

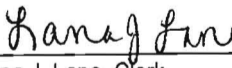
**EXECUTIVE SESSION – PERSONNEL**

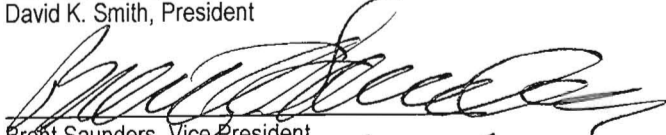
At 3:45 p.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague and Clerk Lana J. Lane to discuss a personnel issue regarding the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 3:55 p.m.; no action taken.

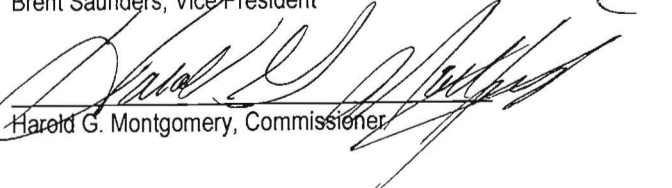
**ADJOURN**

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

  
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David K. Smith, President

  
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Lana J. Lane, Clerk

  
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Brent Saunders, Vice President

  
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Harold G. Montgomery, Commissioner