

FEBRUARY 17, 2011

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 Lois M. Snyder. Roll Call: Lois M. Snyder, present; Mr. Howard J. "Joe" Foster, present; Harold G. Montgomery, present.

President Snyder entertained a motion for approval of the February 10, 2011 minutes. Joe Foster made and Harold Montgomery seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
EMA	Mike Null Jill Simpkins	3/24/11	Lawrence County	Bluestone Dam Mtg
JFS	Dana Glassburn Kitty Griffith Kathy Campbell	3/8/11	Washington County	Fiscal Meeting
Commissioners	Lois Snyder Joe Foster	2/25	Chillicothe	Regional Meeting with Legislators
	Lois Snyder	2/22	Piketon	OVRCD Mtg
	Lois Snyder	2/24	Piketon	OVRDC Mtg
	Harold Montgomery	2/22	Wellston	Solid Waste Exec Mtg

President Snyder entertained a motion to approve travel requests as submitted. Joe Foster made and Harold Montgomery seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

Animal Shelter Canine Weekly Report										
Week Ending	# IN	Adopted	Reclaimed	Euthanized	Died (Natural Causes)	Rescued	Destroyed (in field)	# Out	In Foster Care	Remaining at Shelter
2/14/2011	17	0	1	1	0	10	1	13	-	30

HOTEL LODGING TAX DISTRIBUTION

Distribution of the 4th quarter 2010 hotel lodging tax has been made to the Ohio Valley Visitor's Center in the amount of \$33,889.63. This amount represents current taxes plus penalty & interest for late payments

Larry M. Betz
Gallia County Auditor

LEAVE DONATION APPLICATION

Commissioners received a leave donation application going to Jodi Martin (911) from the following employee:

27.386 hours from Lee Walls (Sheriff) for the pay period dated 2/4-2/17/11.

President Snyder entertained a motion to approve the leave donation application as requested. Joe Foster made and Harold Montgomery seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery yea.

**RESOLUTION IN THE MATTER OF SELLING PERSONAL PROPERTY,
WHICH IS NOT NEEDED FOR PUBLIC USE, OR IS OBSOLETE OR UNFIT
FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION**
2/17/2011

It was moved by Mr. Foster, seconded by Mr. Montgomery to approve the following:

WHEREAS, GALLIA County Board of Commissioners has determined that each year the county has surplus property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows by resolution adopted each calendar year the sale of such property by internet auction;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of GALLIA County, State of Ohio, declares its intent to sell such property by internet auction and adopt the following;

GALLIA County
Online Surplus Property Disposition
General Guidelines

GALLIA County hereby creates the following rules pursuant to Ohio Revised Code 307.12 (E):

1. The GALLIA County Board of Commissioners has determined that surplus personal property including motor vehicles acquired for the use of County Officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for the public use, or is obsolete or unfit for the use it was acquired is appropriate to be sold by Internet auction.
2. The auctions shall be conducted on a continuous basis through accessing the GALLIA County surplus property through the GALLIA County website located at www.gallianet.net.
3. The surplus property will be posted for a period of no less than 15 days, including Saturdays, Sundays, and legal holidays, but such time may be extended at the discretion of the Board or its representative in order to maximize the financial return to the County.
4. The Board or its representative on an item-by-item basis may determine minimum price or reserve price and the terms or conditions of sale, including but not limited to requirements for pickup and/or delivery, method of payment, and payment of sales tax in accordance with applicable laws for that item. Such information shall be available on the website.

5. The highest bid for the surplus property will prevail. However GALLIA County reserves the right for its representative to withdraw the offer or cancel bids in an auction if one or more of the following circumstances apply:
- It is determined that an auction shall be canceled or terminated early,
 - A bidder requests permission to back out of a bid,
 - The identity of the bidder cannot be verified, or
 - It is determined that a bidder is purchasing the surplus for a use contrary to the health and welfare of GALLIA County or its citizens.
 - The Board of Commissioners has contracted with GovDeals, Inc. to provide the software necessary for completing the Internet auction.

Online Sales – Terms and Conditions

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver - All property is offered for sale "AS IS, WHERE IS." Board of County Commissioners of GALLIA County, Ohio (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Description Warranty - Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for mis-description must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of Board of County Commissioners of GALLIA County, Ohio shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final.**

Personal and property risk - Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

Inspection - Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact the individual listed on the item description (special instructions) to schedule an inspection.

Consideration of Bid - the Board of County Commissioners of GALLIA County, Ohio reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer's Certificate - Successful bidders will receive a Buyer's Certificate by email from GovDeals.

Payment - Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate.

Acceptable forms of payment are:

- U. S. Currency in the exact amount of the total purchase(s) (County offices cannot provide change)
- Certified Check
- Cashier's Check
- Money Order

Escrow Payment - When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the GovDeals system. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

Removal - All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will Board of County Commissioners of GALLIA County, Ohio assume responsibility for packing, loading or shipping. Property may be removed between the hours of **9:00a.m. and 3:00p.m., Monday through Friday**, excluding legal holidays. For additional information, please contact the individual listed on the item description (special instructions). A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Vehicle Titles - Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. Board of County Commissioners of GALLIA County, Ohio will not issue replacement titles.

Default - Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by Buyer thirty (30) days from the expiration of specified removal date.

Acceptance of Terms and Conditions - By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item listed on GovDeals.

State/Local Sales and/or Use Tax - Buyers may be subject to payment of State and/or local sales and/or use tax. The Board of County Commissioners of GALLIA County, Ohio is not responsible for collection of taxes. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sales to Employees - Employees of the Board of County Commissioners of GALLIA County, Ohio may bid on the property listed for auction, so long as they do NOT bid while on duty. Any officer or employee participating in the determination of certain property as surplus shall not submit a bid for its purchase.

Vote on Motion Mr. NAME Aye Mr. NAME Aye Mr. NAME Aye

RESOLUTION
IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE PUBLIC AUCTION, PRIVATE SALE, INTERNET AUCTION, OR DISPOSAL OF CERTAIN PERSONAL PROPERTY

It was moved by Mr. Foster, seconded by Mr. Montgomery to approve the following:

WHEREAS, GALLIA County throughout the year will have miscellaneous minor office furniture, chairs, filing cabinets, shelving, miscellaneous minor office equipment, computers, monitors, printers, fax machines, copiers, typewriters, miscellaneous building hardware and materials, and minor tools and equipment which are not needed for public use, or are obsolete or unfit for the use for which they were acquired.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of GALLIA County, State of Ohio, declare that when the above type of personal property becomes obsolete, unfit, or not needed for public use and when the estimated fair market value of each item is less than \$50.00, authorize the public auction, private sale, internet auction, or the disposal or salvage of property that has no value, as set by the Ohio Revised Code Section 307.12.

Vote on Motion Ms. Snyder Aye Mr. Foster Aye Mr. Montgomery Aye

GOVDEALS
ONLINE AUCTION MEMO OF UNDERSTANDING

Harold Montgomery made and Joe Foster seconded the motion to approve the following online memo of understanding with GovDeals. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

GovDeals, Inc. Online Auction MOU

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and the Gallia County Commissioners ("Client"), having its principal place of business at 18 Locust Street – Room 1292, Gallipolis, Ohio 45631-1292.

- 1.0 **Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 **GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1 Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 **Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 **Payment:**
 - 4.1 If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice,

unless an applicable prompt payment act or similar legislation specifies a different time period.
 - 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
 - 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete Exhibit B.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find Exhibit C attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Ohio.

8.0 Non-Exclusive Engagement: This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Signature: _____
 Print Name: Robert L. DeBardelaben
 Title: President
 Date: _____

Memo of Understanding Contact:
 Attention: Sales Support
 5907 Carmichael Place
 Montgomery, AL 36117
 Telephone Number: 866.377.1494
 Fax Number: 334.387.0519
 Email: salesupport@govdeals.com

Client: Gallia County Commissioners

Signature: Lois M. Snyder
 Print Name: Lois M. Snyder
 Title: President
 Date: February 17, 2010

Flexible Pricing Options (FPO)

Select one from options described in **GovDeals Memo of Understanding- Exhibit A:**

Client Collects Proceeds

- Option A1 (7.5% Seller- 0% Buyer)
- Option A2 (0% Seller- 7.5% Buyer)

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5%* fee which will be reduced according to the Tiered Fee Reduction Schedule (described below). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5%* fee but is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The client is only allowed to pass on to the winning bidder the amount charged to them based on the tiered pricing schedule above. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, any special fees and sales taxes, if any. By passing this fee on to the winning bidder, the client's effective fee is zero percent (0%). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5%* fee and the winning bidder pays a 5% Buyers Premium. **

Option B2: The Client pays a 5%* fee and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5%* fee and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays zero percent fees (0%) and the winning bidder pays a 12.50% Buyers Premium.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%*) of the winning bid, but not less than \$5.00.**
2. **Where an asset sells for more than \$100,000, but less than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.**
3. **Where an asset sells for greater than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000.**

*Subject to a minimum per asset/lot fee of \$5.00.

***If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

Gallia County Commissioners
Gallipolis, Ohio
Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "AS IS, WHERE IS." Gallia County Commissioners (**Seller**) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final**.

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from GovDeals.

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashier's Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Gallia County Commissioners.** Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

EXECUTIVE SESSION - DJFS

At 9:33 a.m. the President entertained a motion to enter into executive session with Director Dana Glassburn to discuss contract negotiations. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea. Returned to regular session at 9:46 a.m.; no action taken.

WPCLF LOAN & ARRA GRANT AGREEMENT MERCERVILLE SEWER PROJECT

The County Administrator presented the Commission with an email and supplemental loan documents for the Mercerville Sewer Project from OEPA. The county previously approved application for an additional \$100,000 in 0% WPCLF loan funds. The reasons for additional funds are as follows:

- 1) Trimat did not begin and complete the project timely and therefore it is costing the county additional construction management dollars to oversee the project,
- 2) Due to Trimat beginning the project late they were required to work under a new ODOT permit that moved the location of the county sewer line farther off State Route 218 road and into ODOT's storm sewer which had to be replaced,
- 3) extra granular backfill added to Trimat's contract due to an error on the bid sheets,
- 4) County sewer line had to be relocated on Cox Road due to Gallia Rural Water's line to the new high school which caused the county sewer line construction to destroy more storm sewer which had to be replaced.

Items 2 thru 3 above required a change order in Trimat's contract of \$87,650.70. Item 1 above required a change of \$26,467 to Stantec's contract line item in the project budget.

The following is the breakdown of the project funding after approval of the OEPA WPCLF supplemental loan:

- ARRA OEPA Principal Forgiveness Loan - \$450,000
- Original OEPA WPCLF Loan with 0% interest - \$119,778.85 (semi-annual payment \$2,994.47)
- Supplemental OEPA WPCLF Loan with 0% interest - \$100,000 (semi-annual payment \$2,564.10)
- ARRA CDBG Water/Sewer Grant - \$450,000
- Total project funding = \$1,119,778.85
- Semi-Annual Loan Payment = \$5,494.47
- 39 semi-annual payments (county already made first of 40 payments Jan 2011)

The supplemental loan forms must be submitted back to OEPA as soon as possible. Lois Snyder entertained a motion that the supplemental WPCLF loan forms be signed as presented. Joe Foster made and Lois Snyder seconded the motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

FAA GRANT 2010 DRAW #3 APPROVAL
GALLIA-MEIGS REGIONAL AIRPORT PROJECT

The County Administrator presented the Commission with FAA grant 2010 draw #3 forms requesting \$8,413 from the County's FAA grant for Delta Airport Consultants engineering services for the Gallia-Meigs Regional Airport RSA & Fuel Farm Projects. Lois Snyder entertained a motion to approve and sign the grant draw #1 forms for payment of engineering invoices as presented. Joe Foster moved and Harold Montgomery seconded this motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

GREENFIELD TOWNSHIP – USDA GRANT APPLICATION

The County Administrator presented the Commission with Greenfield Township's USDA application for Rural Emergency Responder Initiative grant funding in the amount of \$60,000, local match of \$52,324 and total project cost of \$112,324. Greenfield is requesting a letter of support for the application from the County Commissioners. The project will provide funding for 1) \$30,973.90 for radio equipment and 2) \$81,350.00 for bunker gear and fire fighting hose & nozzles. Joe Foster moved and Harold Montgomery seconded a motion to approve a letter of support for this application. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

FY 2011 CDBG FORMULA PROGRAM

County Administrator Karen Sprague presented the Commission with the FY 2011 CDBG Formula Program Packets which will be distributed at this First Public Meeting to be held as follows: Tuesday, March 8, 2011 at 7:00 PM in the Gallia County Courthouse, second floor meeting room. Sprague also asked that this date and the Packet contents be approved as presented, including the 2011 Project Rating Sheet. Joe Foster made and Harold Montgomery seconded a motion to set the date as stated above and approve the 2011 packets. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

10:00 a.m. Commissioners attended the 1st Round Caucus Meetings held in the 2nd Floor meeting room of the Courthouse.

FFA WEEK PROCLAMATION

Commissioners proclaimed the following:

NATIONAL FFA WEEK

Whereas, the FFA and agricultural education provide a strong foundation for the youth of America and the future of the food, fiber and natural resources systems; and

Whereas, the FFA promotes premier leadership, personal growth and career success among its members; and

Whereas, agricultural education and the FFA ensure a steady supply of young professionals to meet the growing demands in the science, business and technology of agriculture; and

Whereas, the FFA motto – "learning to do, doing to learn, earning to live, living to serve" – gives direction of purpose to these students who take an active role in succeeding in agricultural education; and

Whereas, the FFA promotes citizenship, volunteerism, patriotism and cooperation.

Therefore, I do hereby designate the week of February 19 through 26, 2011, as FFA Week.

Lois M. Snyder, President

February 15, 2011

Harold Montgomery made and Joe Foster seconded the motion to proclaim the FFA week designation. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

Educator Harold Benson stated, on behalf of FFA chapters in the county we appreciate the Commissioners taking the time to proclaim next week as FFA Week. Commissioner Harold Montgomery informed those present that years ago as a student of Hannan Trace High School, Commissioner Foster's father was their FFA teacher and in the fall of 1964 was formed the first FFA chapter of which Montgomery was the first president. He also recalled as a member of the FFA attending a Commissioners meeting also proclaiming FFA week just as is being done today. He thanked everyone present. Commissioner Foster also expressed his appreciation for the activities the FFA is involved with and agreed wholeheartedly with the proclamation statements of leadership, personal growth and career successes of the FFA members. Commissioner Snyder stated that there are also several leaders, movie stars and public figures that were once members of FFA and hoped to one day see those present in similar positions.

In attendance: Tracy Springer, Buckeye Hills; Kyla Thaxton, Haley Cox and Matthew Huck River Valley High School; Lindsay Brown and Harold Benson Gallia Academy High School; Josie Rankin, South Gallia High School.

2010 COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION

The County Engineer submitted the following for certification by the Commission:

The total length of county maintained public roads in Gallia County was **454.855** miles as of December 31, 2009, as certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the ORC.

Consider all mileage changes that occurred in CY 2010 and determine the net increase or decrease in mileage. Add the net change to the 2009 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2010, the county was responsible for maintaining 454.855 miles of public road.

Lois M. Snyder, President

Howard J. Foster, Vice President

Harold G. Montgomery, Member

February 17, 2011

Joe Foster made and Harold Montgomery seconded the motion to certify the mileage as submitted. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

VINTON VILLAGE FIRE DEPARTMENT

Vinton Village Councilman Charles Easter & Fireman Butch Bates met to discuss their non functioning siren which alerts all emergency entities. They have priced a new box and pager at \$700.00 which includes installation. They also advised that beginning in 2013, the State of Ohio is changing radio bands and will be mandating new radios in the vehicles, estimated cost per radio is \$500 each not including handhelds.

Commissioners advised that through the county, the only funds available are block grant monies and they will soon be taking a big hit as well. They encouraged them to research any insurance coverage that might be applicable as well as available grants particularly through our EMA agency. County Administrator Karen Sprague advised that USDA also has a grant which requires a match and is called the Emergency Rural Responders Initiative.

Easter ask if the Commission would consider paying for half of the cost (\$700) if there was no insurance to cover the costs. Harold Montgomery made and Joe Foster seconded the motion to approve paying half of the cost of the new box and pager cost estimated at \$700.00; half being \$350.00. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

Montgomery also expressed concern over the state mandate to replace all radios to meet the bandwidth changes and the overall costs that will be involved county-wide.

RESIDENT TOM PRESTON

Huntington Township Resident Tom Preston was present to express his dissatisfaction over the state of Raccoon Creek and the need for dredging and cleaning. He feels like the roads in his area need considerable maintenance but, this cannot be properly done until the creek is cleaned.

The Commissioners gave him contact information for the Raccoon Creek Watershed and the Raccoon Creek Improvement Committee.

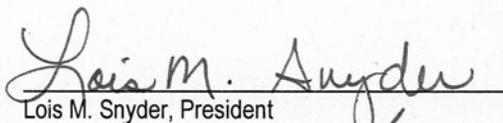
1:30 pm – Commissioner Foster left to attend a Community Foundation Meeting.

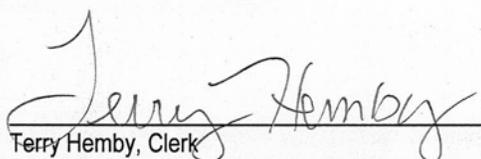
AGRICULTURAL ECONOMIC DEVELOPMENT

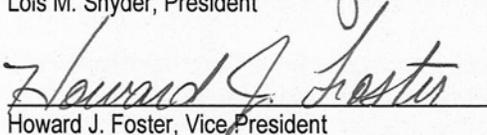
Economic Development Director Melissa Clark met with the Commission to advise that she has spoken to DJFS Director Dana Glassburn regarding obtaining funding for an agricultural economic development project and discussed several different options for the Commissioners to consider. She also presented the Commissioners with estimated savings for AEP Fixed Rate Pricing received from Step Resources and informed the Commission that current pricing offered could be secured with a 36 months contract. No action taken.

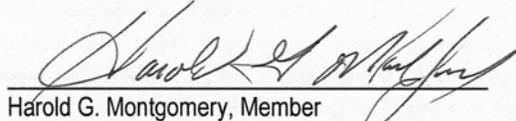
ADJOURN

At 2:25 p.m. President Snyder entertained a motion for adjournment. Harold Montgomery made and Lois Snyder seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, absent; Mr. Montgomery, yea.


Lois M. Snyder, President


Terry Hemby, Clerk


Howard J. Foster, Vice President


Harold G. Montgomery, Member