

SEPTEMBER 22, 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; Vice President Mr. Howard J. "Joe" Foster, present; Member Harold G. Montgomery, absent.

President Snyder entertained a motion for approval of the September 15, 2011 minutes. Joe Foster made and Lois Snyder seconded the motion; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, absent.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
DJFS	Dana Glassburn Kathy Campbell	9/21	Chillicothe	District Fiscal Mtg
	Fred Childers Samantha Reese	9/21	Ironton	WIA Area 7 Qtr Fiscal Meeting
Commissioners	Lois Snyder	9/27		OVRC&D
	Joe Foster	9/27	Cambridge	SEO Comm Mtg
	Harold Montgomery	9/27	Wellston	GJM Public Hearing
	Lois Snyder Joe Foster Harold Montgomery	9/29	Scioto Co	OVRDC Banquet
Economic Dev	Melissa Clark Jake Bodimer			

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

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
9/19	11	2	7	2	0	4	0	0	4	79

PROMULGATION STATEMENT – HAZARDOUS MATERIALS PLAN

Commissioners approved the following statement for the Hazardous Materials Plan:

Promulgation Statement - ANNEX O

The preservation of life and property is a fundamental responsibility of government at all levels. Chemicals are an essential part of everyday life in Gallia County. The potential for an incident to occur involving the transport, use, storage, or manufacture of Hazardous Materials is ever present. Therefore it is a function of local government to prevent or lessen the impact of such an incident through emergency planning and preparation.

This plan, Gallia County's Hazardous Materials Plan, establishes the roles, procedures, and inter-organizational relationships under which public officials, department heads, and private organizations shall operate in the event of any Hazardous Materials incident. It is supported by standard operating procedures that address specific hazardous materials operational concepts.

Thus, the Local Emergency Planning Committee, designated by the County Commissioners and appointed by the State Emergency Response Commission, is charged with the responsibility of preparing, and annually exercising and reviewing Gallia County's Chemical Emergency Response and Preparedness Plan. The plan shall be executed by the Gallia County Commissioners, the County Emergency Management Agency and those agencies as designated and described within this plan.

This plan supersedes all other Gallia County Hazardous Materials plans, complements the Gallia County Emergency Operations Plan, and supports the State of Ohio Hazardous Materials Emergency Management Plan and is coordinated with neighboring LEPC Plans.

This plan is developed in accordance to ORC 3750 and the rules adopted under it, the Superfund Amendments and Reauthorization Act: Title III - Emergency Planning and Right To Know Act of 1986 (100 Stat. 1729, 42 USCA 11001), and other applicable local, state, and federal laws.

This plan is acknowledged and signed on this the 22nd day of September, 2011 by:

Lois M. Snyder, President

Howard J. Foster, Vice President

Absent, Member

s/County LEPC Chairman

s/County EMA Director

Joe Foster made and Lois Snyder seconded the motion to approve the promulgation. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, absent.

EXECUTIVE SESSION - ECONOMIC DEVELOPMENT

At 9:26 a.m. the President entertained a motion to enter into executive session with Economic Development Director Melissa Clark to discuss contracts. Joe Foster made and Lois Snyder seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, absent. Returned to regular session at 10:00 a.m.; no action taken.

VOICEMAIL REBUILD – SERVICE CENTER

Information Technology Director John Grubb submitted the following pricing to rebuild the voice mail system at the Service Center:

VDN Networks Intuity Voice Mail Rebuild \$2,250.00 (Includes one-year warranty)

Upon the recommendation of the I.T. Director, Joe Foster made and Lois Snyder seconded the motion to approve the rebuild; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, absent. Unit will be packaged and sent to VDN for rebuild.

INFORMATION TECHNOLOGY

Information Technology Director John Grubb submitted a draft list of equipment and services that fall under the responsibility of the Information Technology Department and asked the Commissioners to review and make comments. The purpose of the document is to clearly define the department's responsibilities so the staff can concentrate their efforts in those areas and be more efficient.

EXECUTIVE SESSION - DJFS

At 10:08 a.m. the President entertained a motion to enter into executive session with Director Dana Glassburn and Economic Development Director Melissa Clark to discuss the NEG Contract. Joe Foster made and Lois Snyder seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, absent. ED Assistant Director Jacob Bodimer joined the session at 10:43 a.m. Returned to regular session at 10:53 a.m.; no action taken.

MEMORANDUM OF UNDERSTANDING – NEG GRANT

Economic Development Director Melissa Clark submitted a MOU for the outsourcing program management of FEMA's National Emergency Grant (NEG) which her office will be managing.

MEMORANDUM OF UNDERSTANDING (MOU)

This memorandum of understanding (MOU), between the Gallia County Department of Job and Family Services (hereinafter "GCDJFS"), and the Gallia County Department of Economic Development (hereinafter "GCDED"), establishes the cooperative procedures to effectuate the outsourcing of GCDJFS's FEMA National Emergency Grant (NEG) Program Management as a vendor agreement.

1. TERM

NEG services provided by a governmental agency outside of GCDJFS will be supported by a written agreement that includes, at a minimum, the following elements: The specific service(s) being purchased; The basis upon which the billing is made by the provider agency (for example, time reports or the number of homes inspected); and A stipulation that the billing is based on the actual cost incurred.

This MOU shall serve as such agreement and the term shall commence September 6, 2011 and shall expire upon the completion of the NEG Grant which is expected to be twelve (12) months from that date unless otherwise terminated or extended.

2. SCOPE OF SERVICE

GCDED will provide Program Management services for the GCDJFS NEG. Program Management services will include non-administrative staff costs of program management and oversight including salary and fringe benefits of project manager(s) and program monitor(s). It will also include costs of staff travel, communications and facilities related to operating and managing the grant-funded activities.

3. GCDED'S RESPONSIBILITIES

GCDED agrees:

- 1) *To employ necessary staff for the purpose of carrying out the functions described herein. Such staff will work within the GCDED.*
- 2) *To manage the day to day activities associated with the NEG Project to assure the program participants are completing the project as outlined within the NEG Grant as well as the overall objective of the County without altering or damaging property or streams. This will include overall management of projects including timelines for equipment needs, staffing needs, etc. The goal is to have a program participant on each crew in the position of on-site crew leader which includes duties of safety coordinator. The GCDED will need to provide detailed guidance to the crew leaders as well monitor the overall crews to assure everything is being lead according to the GCDED plan.*
- 3) *To identify equipment as needed to complete the project as per the NEG Grant and work with the GCDJFS to obtain such equipment in a timely manner.*
- 4) *To identify one person from GCDED who will be responsible for the overall services anticipated under this MOU.*
- 5) *To collect and report to GCDJFS monthly status reports regarding progress. Report should include miles cleaned per stream and any additional essential items (mutually defined) in order to track and measure results/progress.*
- 6) *To report any problems with the day-to-day operation of the Project(s) to the designated contact person at GCDJFS.*
- 7) *To meet with GCDJFS management on a regular basis to discuss issues or problems and to ensure efficient coordination with GCDJFS.*
- 8) *To ensure that GCDED staff who have any contact with the GCDJFS respect and adhere to county, state and federal confidentiality regulations and security measures. A breach of security may result in the immediate termination of this MOU.*
- 9) *To manage program participants work hours and collect timesheets from program participants and submit them to the GCDJFS for payroll processing by the first Monday following the Friday pay date.*
- 10) *To manage program to assure Land Owners authorize program participants to enter stream lines on property to clean stream.*

- 11) To track time of all GCDED employees assigned to perform duties as part of the MOU and invoice the GCDJFS for actual costs as permitted for NEG Program Management.
- 12) To maintain all records utilized to perform such Program Management duties.

4. GCDJFS'S RESPONSIBILITIES

GCDJFS agrees:

- 1) To provide supplies reasonably necessary to support the Program Management and its activities as it relates to this MOU. To provide any specific equipment or software required (including maintenance) to perform the duties within this MOU as long as it is an allowable cost per the NEG Grant.
- 2) To identify one GCDJFS representative(s) who will be responsible for communication between the two agencies as anticipated under this MOU.
- 3) To ensure that GCDJFS staff who have any contact with the GCDED respect and adhere to county, state and federal confidentiality regulations and security measures. A breach of security may result in the immediate termination of this MOU.
- 4) To reimburse GCDED portion of the costs of the GCDJFS employee staffing the GCDED, for time spent performing Program Management responsibilities as defined in this MOU.
- 5) To provide a time sheet for Program Participants to track their work time. Timely processing and payment of participants time depends on GCDED submitting time cards the first business day following the end of the pay period.
- 6) To provide the GCDED program participants who meet the NEG program qualifications.
- 7) To perform all Administrative Functions, in that, expenses related to administration such as accounting, procurement, legal, payroll, audit functions, program eligibility determination, etc., that cannot be isolated as either administrative or program costs. Such costs will be charged through the ODJFS approved Cost Allocation Plan as indirect costs.

5. BILLING AND PAYMENT

Billing and Payment – GCDJFS will reimburse GCDED monthly based on invoices submit by GCDED which will be based on biweekly payroll information and calculation of hourly costs per employee. Such costs shall include the employee's hourly rate plus costs of all fringe benefits associated with the cost of said employee (as permitted under the grant).

An invoice will be sent to GCDJFS for the services provided by GCDED. The invoice will be sent to:

Gallia County Department of Job and Family Services
 ATTN: Dana Glassburn, Director
 848 Third Avenue
 Gallipolis, Ohio 45631

6. AVAILABILITY AND RETENTION OF RECORDS

- A. GCDED agrees that all records, documents, writing or other information, including but not limited to, documentation of compliance with Ohio Administrative Code rules, produced by GCDED under this MOU, and all records, documents, writings or other information, including but not limited to program management records used/created by GCDED in the performance of this MOU are treated according to the following terms:
 1. All records relating to this MOU, will be retained and made available by both parties for inspection and audit by both parties, or other relevant governmental entities including, but not limited to the Gallia County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services as per Gallia County's Records Retention Schedule. If an audit, litigation or other action is initiated during the time period of the MOU, both parties shall retain such records until the action is concluded and all issues resolved, whichever is later.
- B. Both parties agree that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the other party. Both parties further agree to maintain the confidentiality of all clients and families served. No information on clients served will be released for research or other publication without the express written consent of the Director from both parties.
- C. GCDJFS agrees to keep all financial records in a manner consistent with requirements of Ohio Department of Job and Family Services and Gallia County Auditor. GCDED agrees to provide the necessary records to support program management in order for GCDJFS to perform administrative duties.
- D. GCDED agrees that each invoice shall be fully supported by appropriate documentation prior to GCDJFS processing such invoice for payment.

7. GOVERNING LAW

This MOU and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

8. INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this MOU with respect to the subject matter hereof. This MOU shall not be modified in any manner except by an instrument, in writing, executed by the parties to this MOU.

GCDED and GCDJFS acknowledge and agree that MOU changes require the approval of the County Commissioners. In no event will an oral contract between the two parties be recognized as a legal and binding change to the MOU.

9. SEVERABILITY

If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this MOU or the application of such term or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this MOU shall be valid and enforced to the fullest extent permitted by law.

10. TERMINATION

This MOU may be terminated by either party, upon notice, in writing, delivered upon the other party 90 days prior to the effective date of termination. GCDJFS, upon receipt of notice of termination from GCDED, agrees that it will reimburse GCDED for the applicable portion of all salary costs associated with the MOU up to the date of termination. GCDJFS shall not be relieved of liability to the GCDED for damages sustained by GCDED by virtue of any breach of the MOU or vice versa.

11. NON-DISCRIMINATION

Both parties certify they are an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

Neither party will discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Both parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating both parties comply with all applicable federal and state non-discrimination laws.

Both parties agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this MOU, or in reference to any contractors or subcontractors of either party.

12. SOLICITATION OF EMPLOYEES

GCDED and GCDJFS warrant that, for one (1) calendar month from the beginning date of this MOU, GCDED and GCDJFS will not solicit any employees from the other party to work for them. The normal solicitation activities of the parties through advertisements in published media, job postings, job fairs, college recruitment activities, and the like, which may expose one party's employees to the other, shall not violate this provision.

13. RELATIONSHIP

Nothing in this MOU is intended to, or shall be deemed to constitute, a partnership, association or joint venture with GCDED in the conduct of the provisions of this MOU. GCDED shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on GCDJFS.

14. DISCLOSURE

GCDED hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that GCDED has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with GCDED.

15. WAIVER

Any waiver by either party of any provision or condition of this MOU shall not be construed or deemed to be a waiver of any other provision or condition of this MOU, nor a waiver of a subsequent breach of the same provision or condition.

16. NO ADDITIONAL WAIVER

If GCDJFS or GCDED fails to perform any obligations under this MOU and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

17. CONFIDENTIALITY

GCDED agrees to comply with all federal and state laws applicable to GCDJFS and/or consumers of GCDJFS concerning the confidentiality of GCDJFS consumers. GCDED understands that any access to the identities of any GCDJFS consumers shall only be as necessary for the purpose of performing its responsibilities under this MOU. GCDED agrees that the use or disclosure of information concerning GCDJFS consumers for any purpose not directly related to the administration of this MOU is prohibited.

18. FORCE MAJEURE

If by reason of Force Majeure, the parties are unable in whole or in part to act in accordance with this MOU, the parties shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control that prevents such party from carrying out its obligations contained herein.

19. LEGAL ACTION

Any legal action brought pursuant to the MOU will be filed in the courts located in Gallia County, Ohio and Ohio law will apply.

20. PUBLIC RECORDS

This MOU is a matter of public record under the laws of the State of Ohio. Both parties agree to make copies of this MOU promptly available to any requesting party and charging copy fees as permitted by Ohio Law.

21. DRUG-FREE WORKPLACE

Both parties certify and affirms that they will comply with all applicable state and federal laws regarding a drug-free workplace.

22. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, GCDED agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. GCDED also agrees to include such provision in any such MOU, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to GCDJFS consumers.

23. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this MOU may fall within the public domain, GCDED will not release information about or related to this MOU to the general public or media verbally, in writing, or by any electronic means without prior approval from the GCDJFS Director, unless GCDED is required to release requested information by law. GCDJFS reserves the right to announce to the general public and media: award of the MOU, MOU terms and conditions, scope of work under the MOU, deliverables and results obtained under the MOU, impact of MOU activities, and assessment of performance under the MOU. Except where GCDJFS approval has been granted in advance, GCDED will not seek to publicize and will not respond to unsolicited media queries requesting announcement of MOU award, MOU terms and conditions, MOU scope of work, government-furnished documents GCDJFS may provide to GCDED to fulfill the MOU scope of work, deliverables required under the MOU, results obtained under the MOU, and impact of MOU activities. If contacted by the media about this MOU, GCDED agrees to notify the GCDJFS Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict GCDED from using MOU information and results to market to specific clients or prospects.

24. AMENDMENTS

This writing constitutes the entire agreement between GCDED and GCDJFS with respect to all matters herein. This MOU may be amended only in writing and signed by GCDED and GCDJFS.

25. CHILD SUPPORT

GCDED agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring GCDJFS or the employees of GCDED meets child support obligations established under state or federal law. Further, by executing this MOU GCDED certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

26. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a MOU for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this MOU, GCDED warrants that a finding for recovery has not been issued to GCDED by the Ohio Auditor of State. GCDED further warrants that GCDED shall notify GCDJFS within one (1) business day should a finding for recovery occur during the MOU term.

27. MOU CONTACTS

A. GCDJFS Contacts

GCDED should contact the following GCDJFS staff with questions:

Name	Phone #446-3222	Title	Responsibility
Dana Glassburn	Ext. 229	Director	ALL
Fred Childers	Ext. 238	Social Service Supervisor 2	Program Administrative Functions

B. GCDED Contacts

GCDJFS should contact the following GCDED staff with any questions:

Name	Phone #	Title	Responsibility
Melissa Clark	446-4612	Director/Project Manager	ALL
Jake Bodimer	446-4612	Asst. Director/Asst. Project Manager	Program Management and Monitoring

GCDJFS and GCDED reserve the right to change/redirect contacts as needed. Both departments agree to notify the other immediately of any such change to maintain appropriate operations.

The terms of this MOU are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES
s/ Melissa Clark, Director
 Authorized Representative of GCDED

DATE APPROVED:
 9/22/11

s/ Dana L. Glassburn, Director
 Authorized Representative of GCDJFS

9/22/11

s/ Lois M. Snyder
 County Commissioner
s/ Howard J. Foster
 County Commissioner

9/22/11

9/22/11

Approved as to form:
 By: *s/ Jeff Adkins*
 Prosecuting Attorney
 Gallia County, Ohio

Upon Ms. Clark's recommendation, Joe Foster made and Lois Snyder seconded the motion to approve the MOU as presented. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, absent.

EXECUTIVE SESSION – DOG WARDEN

At 10:57 a.m. the President entertained a motion to enter into executive session with Dog Warden John McKean to discuss a personnel issue. Joe Foster made and Lois Snyder seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, absent. Returned to regular session at 11:16 a.m.; no action taken.

RESIDENT COMPLAINT

David Hurd had a complaint regarding the property at 3698 Centerpoint Rd. Mr. Hurd lives across the street from this property. This is only property that does not have a ditch and it keeps washing him out and as a result, he has lost tons of gravel. He has been working to get this resolved now for 3 years. The property has been vacant for about 7 years and culverts are needed. Commissioner Foster advised although they have no jurisdiction over the roads, they would refer the issue to the County Engineer.

MERCERVILLE SEWER PAYMENT RESOLUTION # 17

County Administrator Karen Sprague presented the Commission with Payment Resolution # 17 for the Mercerville Sewer Project for the following items:

- Trimat Construction, Inc. - \$0.00
- Stantec Consulting Inv. # 518283 - \$191.00
- Total = \$191.00

Joe Foster moved and Lois Snyder seconded a motion to approve payment resolution # 17 as submitted. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, absent for vote.

FINANCIAL REPORT REVIEW

County Administrator Karen Sprague reviewed a 15th Amended Certificate of Estimated Resources noting increase in taxes from estimated.

QUOTE AWARD – GREEN SEWER SOIL BORINGS PROJECT

Commissioners received an email of recommendation from Project Engineer Gary Silcott, with Stantec Consulting Services, Inc., regarding the 3 proposals received for the soil boring for the Green Sewer Project. Proposals submitted were as follows:

- Terracon Consultants, Inc. of Columbus, Ohio - \$7,770.00
- Geotechnical Consultants Inc. of Westerville, Ohio - \$8,200.00
- PSI (Professional Services Industries, Inc.) of Columbus, Ohio - \$9,415.00

The email from Stantec reads as follows:

Attached are three quotes for soil borings for the Green Sewer Project. I have used all three of these companies and usually recommend the one that is the lowest which this time is Terracon. This will be paid for out of the OWDA Loan for Green Sewer.

Commissioner Snyder entertained a motion to accept the recommendation from the Project Engineer and award the soil boring for the Green Sewer Project to Terracon for their bid of \$7,770. Joe Foster moved and Lois Snyder seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, absent.

STATUS REPORT**FY 2009 ARRA CDBG WATER/SEWER GRANT (B-R-09-1AY-1)**

The County Administrator presented the Commission with the Status Report for the period July 1, 2011 thru September 30, 2011 for the County's FY 2009 ARRA CDBG Water/Sewer Grant (B-R-09-1AY-1), which must be submitted to the Ohio Department of Development. Lois Snyder entertained a motion that the Status Report be approved and signed as presented. Joe Foster made and Lois Snyder seconded that motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, absent. The form is on file in the County's CDBG grant files.

OHIO TOWNSHIP FIRE SUBSTATION PROJECT

County Administrator Karen Sprague reviewed an email request for a change order from Hoon, Inc., Ohio Township Fire Substation contractor. Items requesting increase were as follows:

- Gen Require \$54.60
- Parking lot fill (75 ton) \$2,613.27
- Install owner stone 10,000 sf. \$4,187.18
- Upgrade HVAC units per State approved drawings \$583.13
- Total increase requested = \$7,438.18

Ms. Sprague noted the project funding only has \$1,272 left in contingency so the rest would need to be covered by Ohio Township. Ms. Sprague will contact the township in this regard. No action taken.

**OPWC GRANT/LOAN FUNDS APPLICATION
GREEN SEWER PROJECT**

Commission received the OPWC Grant/Loan Application for the Green Sewer Project from Project Engineering Firm Stantec for approval and signing. This application requests funding for this project from OPWC totaling \$913,000 as follows:

- OPWC Credit Enhancement Grant - \$263,000
- OPWC SCIP Grant - \$250,000
- OPWC 30-year Loan - \$400,000

Total project cost estimate is \$8,664,190. Lois Snyder entertained a motion that the grant application be approved and signed by the Commission as presented. Joe Foster made and Lois Snyder seconded the motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; and Harold Montgomery, absent. All signature blocks for the grant were signed by President Snyder.

KANAUGA/ADDISON PAYMENT RESOLUTION # 23

County Administrator Karen Sprague presented the Commission with Payment Resolution # 23 for the Kanauga/Addison Sewer Project for the following items:

- Trimat Construction Pay Estimate # 24 - \$52,121.69
- Stantec Consulting Inv. #518280 - \$19,940.51
- United Survey Pay Estimate # 1 - \$90,244.01
- Gallipolis Vault Company – Tara manhole risers - \$480.00
- LJ Excavating – Tara manhole risers intall - \$600.00
- Total = \$163,386.21

Joe Foster moved and Lois Snyder seconded a motion to approve payment resolution # 23 as submitted. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, absent.

MEMO ENTRY – REVENUE/EXPENSE OPWC KA SEWER GRANT/LOAN

The County Administrator advised the Commission that OPWC will make direct payments to vendors for the Kanauga/Addison Sewer Project grant & loan funding. In order to reflect the receipt and expenditure of these grant/loan funds within the county fund established as OPWC KA Sewer Grant/Loan Fund the County Auditor must make the following memo entries:

- Memo pay-in in the amount of \$52,121.69 into 106.3000.400100 from OPWC Grant # CO16L
- Memo expense in the amount of \$52,121.69 from 106.1106.531100 to Trimat Construction vendor # 00071 for Partial Pay Estimate # 24

**GJM BOARD OF ALCOHOL, DRUG ADDICTION & MENTAL HEALTH SERVICES
BOARD APPOINTMENT**

Commissioners were in receipt of a board member application and letter of recommendation from Executive Director Ronald A. Adkins requesting the appointment of Charles W. Clark to the Gallia-Jackson-Meigs Board of Alcohol, Drug Addiction and Mental Health Services as the Commissioner's appointment. This appointment will commence September 22, 2011 through June 30, 2015 for his first term. Joe Foster made Lois Snyder seconded the motion; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, absent.

MUTUAL AID & CONTINGENCY AGREEMENT

Commissioners received a Mutual Aid and Contingency agreement with Able Medical Transport of Southern Ohio, LLC and Gallia EMS for approval. Commissioners tabled this for further discussion with the EMS Director Larry Boyer.

BRIDGE REPLACEMENT NOTIFICATION

Commissioners were in receipt of the following correspondence:

September 21, 2011

Gallia County Commissioners
18 Locust Street
Gallipolis, OH 45631
Re: GAL-CR20-9. 37. Lincoln Pike Bridge (PID 87371)

Commissioners,

The Gallia County Engineer intends to replace the Lincoln Pike truss bridge to better serve the needs of the traveling public. The bridge replacement is located 1.45 miles south of State Route 141 (Centenary area) on Lincoln Pike.

It is anticipated that this project will require a complete closure of this highway. The Gallia County Engineer recommends that traffic use the following official County detour for 365 days beginning July 1, 20 12: Lincoln Pike (CR20) to Ingalls Road (CR 16) to SR 218 to Little Bullskin Road (CR110) to Johnson Road (CR114) back to Lincoln Pike (CR20).

The following route is proposed to serve as an unsigned local detour: Lincoln Pike (CR20) to Blessing Road (TR394) to Smokey Row Road (TR690) back to Lincoln Pike (CR20). We request your assistance in identifying any additional information that would support or alter this designation.

The Gallia County Engineer would also appreciate any information regarding local events from July 1, 2012 to July 1, 20 13 that could potentially be affected by the traffic pattern associated with this improvement. Please provide the name of the organization impacted, what that impact includes, and contact information, if available, of any business or public service that would be negatively affected by this project. In addition, we would like to hear any general concerns you may have in reference to this improvement.

Are you aware of any environmental impacts that this proposed project may have in the area? For example, do you know of any wetlands, parks, historical properties or hazardous materials in the area?

Thank you for taking the time to respond to this request. The information you provide is an important part of our decision-making process. A reply within thirty (30) days of this dated letter will ensure that your comments are considered in the implementation of this project. Please contact me at (740) 446-4009 if you have questions about this request or if you would like to meet to discuss this project further. Also, please take the time to share this information with any other elected county, local, or township officials that might be affected by this project.

We would appreciate your consideration in reading or otherwise documenting this letter at the next scheduled meeting of the county commission. Thank you, in advance, for your time.

Respectfully,

S/ Brett A. Boothe

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

Commissioners sent the following response to Engineer Boothe:

Gallia County Engineer
Attn: Brett A. Boothe, PE, PS
1167 State Route 160
Gallipolis, Ohio 45631

RE: Response to letter dated 9/21/11; GAL-CR20-9,37, Lincoln Pike Bridge (PID 87371)

Dear Mr. Boothe:

In response to your letter to our office dated 9/21/11 in reference to GAL-CR20-9,37, Lincoln Pike Bridge (PID 87371), we offer the following:

- Our office has no knowledge of local events in the area and suggests you contact the Gallia County Visitor's Bureau and the Gallia County Chamber of Commerce in that regard.
- We are not aware of any business being impacted negatively by this project, we suggest you contact the businesses in that area for a response, as well as contacting the post office, schools and township trustees for that township.

- With regard to any public service being impacted negatively by this project, we suggest you contact the Gallia County Sheriff's office and State Highway Patrol for a response. We will notify the Gallia County EMS Director Larry Boyer, Gallia County 911 Director Sherry Daines and Gallia County EMA Director Mike Null (these are staffed by county commission employees) of the proposed project and direct them to reply to you with regard to impact on their department operations.
- Relating to environmental impacts we suggest you contact the following agencies that oversee the different topics in your letter:
 - Wetlands are managed by the Ohio Department of Natural Resources
 - State Parks are managed by the Ohio Department of Natural Resources; County Parks are managed by OO McIntyre Park District; Township parks are managed by Township Trustees
 - Historical properties are managed by the Ohio Historic Preservation Office
 - Hazardous materials – Ohio EPA or Gallia County LEPC
 - Further we suggest you contact of US Fish and Wildlife for comment on federally endangered or protected species and ODNR for comment on state endangered or protected species. Also suggest you contact Nick Mills, Gallia County Floodplain Administrator, for comment.

Thank you for the update on this project and we feel it would be appropriate for you to contact the other elected county, local or township officials that might be affected by this project.

Respectfully submitted,
Gallia County Commissioners

s/ Lois M. Snyder, Pres.

s/ Howard Joe Foster, Vice-Pres.

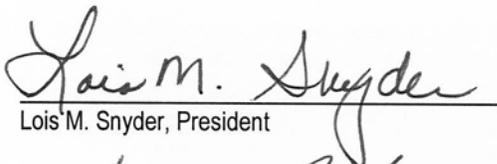
s/ absent, Member

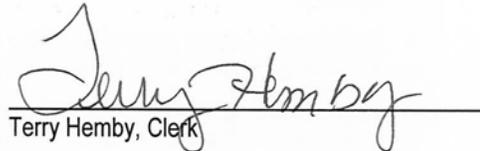
cc: Gallia County EMS Director Larry Boyer
Gallia County 911 Director Sherry Daines
Gallia County EMA Director Mike Null

2:00 p.m. – Commissioners left the office to view the Kanauga-Addison and Mercerville Sewer Projects with Stantec Engineer Gary Silcott, County Sewer Operator Gary Myers and County Administrator Karen Sprague.

ADJOURN

At 3:51 p.m. President Snyder entertained a motion for adjournment. Joe Foster made and Lois Snyder seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, absent.


Lois M. Snyder, President


Terry Hemby, Clerk


Howard J. Foster, Vice President

Absent for meeting
Harold G. Montgomery, Member