

DECEMBER 27, 2012

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Harold G. Montgomery. Roll Call: Harold G. Montgomery, present; Vice President Mr. Howard J. "Joe" Foster, present; Commissioner Lois M. Snyder, present.

President Montgomery entertained a motion for approval of the December 20, 2012 minutes. Lois Snyder made and Joe Foster seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

LETTER OF SUPPORT – GMCAA MIECHV GRANT

The County Administrator presented the Commission with a request from Gallia Meigs Community Action Agency for a letter of support for a grant application for an Ohio Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV) through the Ohio Department of Health. The President entertained a motion to approve the draft letter as presented. Lois Snyder moved and Joe Foster seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

12/27/2013

Gallia Meigs Community Action Agency
8010 North State Route 7
P O Box 272
Cheshire, Ohio 45620

RE: Letter of Support

Dear Mr. Reed:

The Board of Gallia County Commissioners fully supports Gallia-Meigs Community Action Agency applying for the Ohio Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV) through the Ohio Department of Development. It is my understanding that this program will provide home visiting services to identified at-risk communities in Gallia and Meigs Counties.

Gallia and Meigs Counties are both economically distressed counties with high incidence rates of families living in poverty. The Board of Gallia County Commissioners believes that programs such as the current Help Me Grow Home Visiting Programs and the MIECHV program will have a positive effect on the families with young children and increase their ability to provide safe, healthy and positive family environments.

Thank you in advance for your support of this application. If you would like additional comments or information please contact us at 1-740-446-4374.

Respectfully submitted,

Gallia County Commissioners
s/ Harold G. Montgomery, President
s/ Howard Joe Foster, Vice-Pres.
s/ Lois M. Snyder, Commissioner

2012 YEAR END ADVANCES & TRANSFERS

County Administrator presented the Commission with the following information for funds that are currently in the red and will need to be covered by advance or transfer from the County General Fund unless they have payins before year end to cover them:

- Dog & Kennel Fund #005 (\$6,311.24) - Transfer
- Airport Fund #036 (\$26,178.46) - Transfer
- KA Sewer O&M Fund #107 (\$535.01) - Advance
- BP Sewer Capital Improvement Fund #113 (\$413.20) - Advance
- Sheriff Bullet Proof Vest Grant Fund #135 (\$1,193.47) - Advance
- Sheriff OT Grant Fund #137 (\$2,302.76) - Advance
- Work Release Center Fund #190 (\$37,185.86) - Transfer
- MV Sewer Debt Retirement Fund #191 (\$8,767.32) - Advance
- FY 2011 FAA Airport Grant Fund #199 (\$248.62) - Advance
- FY 11 Homeland Security Grant Fund #306 (\$5.91) - Advance
- Total (\$83,141.85)

The President entertained a motion to give permission to Terri Short in the County Auditor's Office to make advances and transfers in the amounts these funds are in the red at year end. Joe Foster made and Lois Snyder seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT
FY 2011 CDBG CHIP/HOME GRANTS (B-C-11-1AY-1 & B-C-11-1AY-2)

The County Administrator presented the Commission with the Housing Revolving Loan Fund Administration Agreement for the period January 1, 2013 to December 31, 2015 for the County's FY 2011 CDBG CHIP/HOME Grants (B-C-11-1AY-1 & B-C-11-1AY-2) and any future CDBG CHIP/HOME grants, which must be submitted to the Ohio Department of Development. The purpose of this agreement is to maintain adequate program oversight and ensure that communities understand and adhere to the terms of the agreement in conjunction with the administration of the program. The President entertained a motion that the agreement be approved and signed as presented. Joe Foster made and Lois Snyder seconded that motion. Upon roll call votes were as follows: Harold Montgomery, yea; Joe Foster, yea; Lois Snyder, yea. The form is on file in the County's CDBG grant files.

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the Gallia County Board of Commissioners, located at 18 Locust Street, Room 1292, Gallipolis,

Ohio 45631 with F.T.I. Number: FTI 31-6400068 (the "Grantee"), and shall be effective beginning **January 1, 2013** (the "Effective Date") and terminate **December 31, 2015** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas served by the Revolving Loan Fund.

D. Grantor desires to have Grantee administer a Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # **N/A** on **January 3, 2013** authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Revolving Loan Fund Capitalization. Grantee shall deposit any and all housing related Program Income, as defined herein, derived from CDBG Community Housing Improvement Program ("CHIP") and HOME funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Housing Revolving Loan Fund Account. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG CHIP and/or HOME Program funds. Furthermore, the Housing Revolving Loan Fund ("RLF") is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's Housing Program Income Policies and Procedures Manual, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

2. RLF Plan and Use of Funds. Grantee has adopted a Community Housing Improvement Strategy (CHIS) and a copy of the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor in the OCD Housing Policies and Procedures Manual. The policy and procedures manual must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing RLF Policies and Procedures Manual and the Local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all CHIP requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

3. Reporting Requirements. Grantee shall submit Housing Semi-Annual Program Income Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 Housing Semi-Annual Program Income Report of each year. The Housing Semi-Annual Program Income Report shall include information for all housing program income. Grantee shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.

4. Compliance with General CDBG and HOME Requirements. Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

5. Compliance with Environmental Requirements. Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

6. Prevailing Wage Rates and Labor Standards. Grantee shall comply with Section 570.603; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the HOME program labor provisions and apply the federal Davis Bacon Labor Standards where required. In the event that any construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

7. Acquisition and Relocation. Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

8. National Objective Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of the provision of a housing related direct benefit for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG or HOME National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

9. Suspension and Termination.

a. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Grantor reserves the right to suspend the administration of the Housing RLF at any time for failure of the Grantee or its designated administrative agent to administer the local Housing RLF in compliance with the OCD Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the Housing RLF. Failure to accurately report on the Housing RLF Funds could result in Grantor placing the Housing RLF Funds on hold or recapturing the

Housing RLF Funds. Grantor also reserves the right to request the Housing RLF Funds be returned to the State of Ohio upon failure to comply with the OCD Housing Policies and Procedures Manual and the Local Policy and Procedures Manual.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee.

10. Subrecipient Agreements. Grantee shall not subgrant the Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the Housing RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the Housing RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen days of any change in status of the designated administrative agent.

11. Term of the Agreement. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 19f herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to administer the Housing RLF, have the Grantee close out the Housing RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the Housing RLF Funds.

12. Records, Access and Maintenance. Grantee shall establish and maintain for at least four (4) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a Housing RLF as set forth in the OCD Housing Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 9 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Housing RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

13. Audits and Inspections. Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the Housing RLF Funds are audited according to the requirements of the ODOD Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

14. Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall, in all solicitations or advertisements or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall incorporate the requirements of this paragraph in all its respective contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

15. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

16. Adherence to State and Federal Laws and Regulations.

a. General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement. Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the performance of the work authorized by this Agreement.

b. Ethics. In accordance with Executive Order 2011-03K, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. The Grantee understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

17. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

18. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor

determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

19. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of the Grantor, to:
Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

2. In the case of the Grantee, to:
Gallia County Commissioners
Attn: Karen Sprague, Gallia County Administrator
18 Locust Street, Room 1292
Gallipolis, Ohio 45631

f. Amendments or Modifications. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, and then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein, shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule") and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and insure to the benefit of Grantee, its successors and permitted assigns.

l. Survival. Any provisions of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitations, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last day and year set forth below.

GRANTEE:
Gallia County Commissioners

GRANTOR:
State of Ohio
Ohio Development Services Agency
Christiane Schmenk, Director

Ohio Development Services Agency
By: _____
/s/ Harold G. Montgomery
Title: President
Date: 1/3/2013

Printed Name: _____
Title: _____
Date: _____

OSU EXTENSION

Tracy Winters, OSU Extension Educator updated the Commissioners on upcoming events and programs. Camp programs are starting. They will be getting school enrichment programs set up. Jeff Moore, ANR Educator reported on upcoming events, such as Private Pesticide Applicators recertification, Beef Cattle School, Gallia County Tobacco Growers Meeting, and Burley Tobacco Annual Conference, which is held in Lexington, KY.

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
12/24	17	7	1	6	19	0	0	0	0	0	30	57	36

HEALTH DEPARTMENT QUARTERLY REPORT

Commissioners noted the receipt of the Health Department's activities for August, September, and October 2012. There was also an accumulation of the Board of Health's minutes from October, November, and December 2012. The information was reviewed and is on file in the Commissioners office.

HEALTH DEPARTMENT LEASE AGREEMENT
RENTAL/LEASE AGREEMENT

The Gallia County Department of Health ("GCDH" or "Tenant") and the Gallia County Board of County Commissioners ("Commissioners" or "Landlord"), the Commissioners being the owner of the building located at 499 Jackson Pike, Gallipolis, OH 45631 (the "Facility"), in consideration for the terms and conditions stated herein, agree to the following:

1. The term of this Agreement shall commence January 1, 2013 and continue until December 31, 2023.
2. Lessee shall have the right and option to renew lease for a further term of five (5) years, commencing on the expiration of the term hereof, at the same rental and subject to all the terms, covenants and provisions of this lease. Said option shall be exercised by giving Lessor written notice of Lessee's intention to exercise said option no less than thirty (30) days prior to date of expiration of the term hereof, provided no defaults exist in the covenants, agreements, terms and conditions on the part of the Lessee to be kept and performed or in payment or rent hereunder. Said renewal option shall in no way be extended by interim renewals, to exceed ten (10) years from the date of the first renewal.
3. During the term of this lease, the GCDH will be permitted to use the Facility essentially to the same extent previously permitted to the GCDH at that location.
4. The first day of each year during the term of this lease, beginning January 1, 2013, GCDH will pay \$1.00 per year to the Commissioners for rent. GCDH shall be responsible for paying its own phone and internet. The Commissioners will pay electric, water, and sewer, and provide maintenance and housekeeping as is the current practice.

s/ Harold G. Montgomery, President
s/ Howard J. Foster, Vice President
s/ Lois M. Snyder, Commissioner
s/C. Jeffrey Adkins, Prosecutor

s/W.S. Lucas
s/James P. Baird
s/Brent R. Eastman

CLERK TO THE BOARD RESIGNATION

The President entertained a motion to accept the resignation of Clerk to the Board, Terry Hemby, effective January 31, 2013. Lois Snyder made and Joe Foster seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

PROCLAMATIONS

The Commissioners presented a Distinguished Service Award to EMS employees Donna Massie and Roy Jones.

With deepest gratitude
The Board of Gallia County Commissioners
Presents this
Gallia County Distinguished Service Award
to

Donna Massie

upon your retirement after 28 years of meritorious and dedicated service from 10/2/1984 to 12/31/2012 as both an EMT Basic and EMT Advance with Gallia County Emergency Medical Services. Your devotion to the Gallia County Emergency Medical Services has been invaluable to both the Gallia County Commissioners and the citizens of Gallia County. Presented on this 27th day of December, 2012.

s/ Harold G. Montgomery, President
s/ Howard J. Foster, Vice President
s/ Lois M. Snyder, Commissioner

With deepest gratitude
The Board of Gallia County Commissioners
Presents this
Gallia County Distinguished Service Award
to

Roy Jones

upon your retirement after 31 years of meritorious and dedicated service from 3/23/1981 to 12/30/2012 as a Paramedic with Gallia County Emergency Medical Services. Your devotion to the Gallia County Emergency Medical Services has been invaluable to both the Gallia County Commissioners and the citizens of Gallia County. Presented on this 27th day of December, 2012.

s/ Harold G. Montgomery, President
s/ Howard J. Foster, Vice President
s/ Lois M. Snyder, Commissioner

CWA 4320

Ernie Meadows, JFS spoke to the Board looking for guidance on how they need to address union concerns. Several things have been brought to the JFS Director's attention and have not been addressed. He inquired what their chain of command should be since their concerns are not being addressed. Commissioner Montgomery stated the need to continue to work through the Director and encouraged them to put their concerns in writing to create a paper trail.

Marilyn Goucher, Pamela Williams, Don Elliott, and Amanda Elkins, of JFS and Amber Gillenwater of the Tribune were in attendance.

COMMON PLEAS – 2013 BUDGET MEETING

Judge Dean Evans and Administrative Assistant Shari Van Gundy met with the Commissioners to discuss the 2013 budget. Commissioners expressed their appreciation to the Judge for his cooperation in dealing with 2012 budget issues. No action taken.

HEALTHCARE SERVICES

The President entertained a motion to enter into a contract with Canaday Care, LLC (Betsy Canaday) for healthcare services to eligible employees, spouses and dependents of the Gallia County employees. The basic office visit will be at the rate of \$35.00. Contract is on file in the Commissioners office. Lois Snyder made and Joe Foster seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

**ANNUAL APPROPRIATION RESOLUTION
FOR FISCAL YEAR 2013**

The County Administrator presented the Commission with the Annual Appropriation Resolution for the county's various funds for the fiscal year beginning January 1, 2013 thru December 31, 2013. The appropriations totaled as follows:

General Fund:

- Appropriations = \$8,157,392.85
- Encumbrances = \$227,361.26

Special Revenue Funds:

- Appropriations = \$22,180,263.08 ^{130,877.08 (KS)}
- Encumbrances = \$136,693.42 ^{36,187.83 (KS)}
- Balances Carried Forward = \$1,545,565.15

Grand Total All Funds

- Appropriations = \$30,337,655.93 ^{348,269.93 (KS)}
- Encumbrances = \$364,054.68 ^{36,187.83 (KS)}
- Balances Carried Forward = \$1,545,565.15

The President entertained a motion that the Annual Appropriation Resolution for the fiscal year 2013 be approved and signed by the Commission as revised. Joe Foster made and Lois Snyder seconded the motion to approve the 2013 appropriation resolution; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

TRANSFER & APPROPRIATION

Appropriate into 001.1203.535900 ~~\$3,500~~ ^{\$4,000 (KS)} ~~\$4,000 (KS)~~
Transfer \$3,500 from 001.1203.535900 into 036.3000.400100

This is to cover repairs to the AWOS circuit board at a cost of \$2,500 and the timers and photo cells of the runway lights at a cost of \$1,500. Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

APPRECIATION AWARD

The President entertained a motion to make the following award:

*With deepest gratitude
The Board of Gallia County Commissioners
Presents this
Award of Appreciation
to
Terry Hemby*

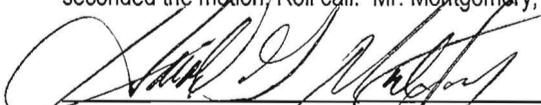
upon your retirement after 24 years of meritorious and dedicated service as Litter Prevention Coordinator, EMA Director, Floodplain Administrator, Planning Commission Director, Workers Compensation & HR Coordinator and Clerk of the Board of Gallia County Commissioners. Your untiring efforts in serving Gallia County in these positions have been truly appreciated. You have provided outstanding leadership, effective and efficient project management and noteworthy problem solving ability. Your wealth of knowledge in all facets of running a County Commissioners Office has been a true asset to Gallia County. Your contributions to Gallia County will long be remembered and we wish you the best of luck and health in your retirement. Signed this 27th day of December, 2012.

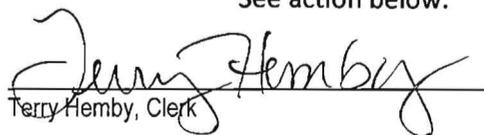
Joe Foster made and Lois Snyder seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

ADJOURN

At 2:30 p.m. President Montgomery entertained a motion for adjournment. Lois Snyder made and Harold Montgomery seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

See action below.


Harold G. Montgomery, President


Terry Hemby, Clerk


Howard J. Foster, Vice President


Lois M. Snyder, Commissioner

President Montgomery entertained a motion to approve the 12/27/2012 journal. Joe Foster moved and Lois Snyder seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.