

FEBRUARY 28, 2013

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Harold G. Montgomery. Roll Call: President Harold G. Montgomery, present; Vice President David K. Smith, present; Commissioner Brent Saunders, present.

The President entertained a motion for approval of the February 21, 2013 minutes. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Clerk of Courts	Noreen Saunders	3/19 & 3/20	Columbus, OH	Assoc. Meeting
JFS	Dana Glassburn Samantha Reese	3/8	Columbus, OH	Human Resources Training
Econ. Dev.	Melissa Clark	3/18	Dayton, OH	Company Visit
Econ. Dev.	Melissa Clark	3/21	Columbus, OH	Econ. Dev. Briefing
EMA	Sherry Daines Tim Miller	3/6	Hocking County	CERT Training
EMA	Tim Miller Keith Wilson Sherry Daines	3/25-27	Columbus, OH	EOC Mgmt. Training

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

Animal Shelter Canine Weekly Report													
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Rescued	MIA	Died (Natural Causes)	Destroyed (in field)	To Foster Care	Back from Foster	Foster Care Total	Total Out	Shelter Total
2/25	30	3	3	0	21	0	1	0	2	1	6	30	29

MATERIALS BID AWARD

The Commissioners were in receipt of the following:

February 28, 2013

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

Commissioners,

After reviewing the bids received on February 21, 2013, I hereby recommend the following be awarded:

ITEMS	COMPANY	DEL'VD. PRICE
CHOKE	CLINTON STONE, LLC	10.75
CRUSHER RUN	WATERLOO COAL COMPANY INC.	14.75
304	WATERLOO COAL COMPANY INC.	15.00
410	WATERLOO COAL COMPANY INC.	15.00
617	WATERLOO COAL COMPANY INC.	15.00
8	WATERLOO COAL COMPANY INC.	16.00
67	WATERLOO COAL COMPANY INC.	16.00
57	WATERLOO COAL COMPANY INC.	16.00
4	WATERLOO COAL COMPANY INC.	16.00
3	WATERLOO COAL COMPANY INC.	16.00
2	WATERLOO COAL COMPANY INC.	15.50
1	WATERLOO COAL COMPANY INC.	15.50
0	WATERLOO COAL COMPANY INC.	19.25
DUMP ROCK (D)	CLINTON STONE, LLC	20.25
DUMP ROCK (C)	WATERLOO COAL COMPANY INC.	21.00

301 ASPHALT	SHELLY MATERIALS	59.00
448 ASPHALT TY 1	SHELLY MATERIALS	68.00
448 ASPHALT TY 2	SHELLY MATERIALS	62.50

Respectfully,

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

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

ROAD PETITION
BENTLEY ROAD CHANGED TO DAVIES ROAD

County Commission received a public road petition for the following:

*The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, respectfully represent that the public convenience and welfare require the NAME CHANGE OF Bentley Road be changed to **Davies Road** a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises for changing the name of such road; the same not being a road on the State Highway System.*

The following is a general route and termini of said roads:

Being all of Bentley Road (T.R. 516) located in Perry Township, Section 27

The Commissioners will hold a public hearing on **Thursday, March 21, 2013 at 11:45 A.M.** to give consideration of the necessity of changing name of said road and whether the prayer of the petitioners should be granted. This notice shall be published once in a newspaper of general circulation in Gallia County March 13, 2013 and will also be located on the Gallia County website www.gallianet.net from March 13, 2013 through March 21, 2013.

BP SEWER GENERATOR REPLACEMENT QUOTES

County Administrator Karen Sprague presented the Commission with BP Sewer Generator Replacement quotes for the lift station damaged during the June 29, 2012 wind storm and subsequent power outage as follows:

- McDaniel Electric of Huntington, WV (generator & installation) - \$28,499
- Buckeye Power Sales of Blacklick, Ohio (generator & installation) - \$28,578
- Big River Electric Inc. of Gallipolis, OH (generator & installation) - \$40,150

It was further noted the project will be covered by CORSA insurance with a \$2,500 deductible. Mr. Montgomery entertained a motion to award the quote to McDaniel Electric as the lowest and best quote. David Smith made and Brent Saunders seconded the motion. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; and Brent Saunders, yea.

ENGINEER FOR GALLIA-MEIGS AIRPORT PROJECTS

Karen Sprague presented the Commission with a draft evaluation of the one RFQ response submitted by firms for the Gallia-Meigs Airport Projects as follows:

- Delta Airport Consultants, Inc. of Rocky River, Ohio rated 68 points out of 75 possible

Commissioners reviewed the draft evaluation and proposal. Karen Sprague providing the following recommendation: "Gallia County has worked with Delta Airport Consultants, Inc. (formerly Whitworth-Borta Co.) since 1999. All projects have been completed within budget and for the most part on time with delays due to weather or parts being on backorder – not the fault of the engineering management team. The Delta staff responds almost immediately to any requests made of them. All project grant applications that have been submitted on Gallia County's behalf have received funding. I recommend Gallia County continue working with Delta as our Airport Consultant." Based on the recommendation of Ms. Sprague, Brent Saunders made and David Smith seconded a motion for Gallia-Meigs Airport Consulting Services to remain with Delta Airport Consultants, Inc. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

HEALTH INSURANCE – DIAGNOSTIC TESTING COVERAGE

County Administrator Karen Sprague presented the Commission with an option from MMO to change the diagnostic testing coverage on the county employees health insurance plan to 100% benefit. MMO will make this change without a rate increase and MMO does not anticipate it would have much of an impact on future rates as the UnderWriters would not have agreed to the change make this change without increasing the rates. Ms. Sprague noted this would be a great benefit for the employees to have another benefit at 100% coverage, especially since diagnostic test like colonoscopies are wellness oriented. Harold Montgomery entertained a motion to approve the coverage change as specified. Brent Saunders made and David Smith seconded this motion. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea.

KA SEWER – WORK CHANGE DIRECTIVE SOTE

County Administrator Karen Sprague presented the Commission with a work change directive to Southern Ohio Trenching & Excavating with regard to the Kanauga Addison Sewer Project. The Work Change Directive denoted the following: The sanitary sewer between MH 95A & MH 96, and MH 82 and MH 94, as shown on Sheet 28A of the construction plans shall be nonperformed pursuant to Article 10 of the General Conditions. This results in a decrease in the contract price of (\$119,600.00), no change in substantial completion days. David Smith moved and Brent Saunders seconded a motion to approve the WCD. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea.

WING HAVEN

Lee Bauman, President of Wing Haven updated the Commission with a power point presentation of the Wing Haven value for Gallia County. Mr. Bauman thanked the Commission for their continued support. Wing Haven focuses on key problems, such as drug abuse, employers finding qualified workers, the cost of supporting the emotionally disabled, and children who don't have supportive families. Wing Haven was created at no cost to Gallia County and has helped over 800 Gallia County individuals. About 200 are being actively helped now. Wing Haven operations have been primarily funded by contracts with GDJ&FS plus donations and fee based services. Mr. Bauman also noted that Wing Haven is Gallia County's best resource in fighting domestic violence, child abuse, and elder abuse. JFS Director Dana Glassburn stated they do a lot of referrals to Wing Haven and there are no income requirements for this program.

WING HAVEN EFF FAMILIES CONTRACT AMENDMENT

Director Dana Glassburn presented the following:

*PURCHASE OF SERVICES VENDOR CONTRACT
AMENDMENT NO.1*

This amendment will amend the contract between the GALLIA County Department of Job and Family Services (CDJFS), ("Grantor") and Winghaven, ("Sub-grantee") and will be effective from the date of approval by the Gallia County Commission for the purchase of service under TANF CFDA #93.558 Temporary Assistance to Needy Families Block Grant, as administered by the U.S. Department of health and Human Services.

I. Authority of Grant Award:

There was an error in the wording of the original contract. Original Contract stated "The grant award is under the authority of TANF Title XX Transfer CFDA 93.558 Temporary Assistance to Needy Families Block Grant." This Amendment corrects the wording error to reflect "The grant award is under the authority of TANF CFDA #93.558 Temporary Assistance to Needy Families Block Grant" which eliminates the incorrect wording "Title XX Transfer". Said wording correction does not change the original intent of contract.

II. Availability of Funds:

The original contract reflected the availability of funds in the amount of \$117,500. This amendment shall increase the availability of funds within the contract to reflect a total of \$132,500.00

*s/ Dana Glassburn, JFS Director
s/ Lee Bauman, Wing Haven President*

*GALLIA COUNTY COMMISSIONERS:
s/ Harold G. Montgomery, President
s/ David K. Smith, Vice President
s/ Brent Saunders, Commissioner*

David K. Smith made and Brent Saunders seconded the motion to approve as presented. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

WING HAVEN RFF FAMILIES CONTRACT AMENDMENT

*PURCHASE OF SERVICES VENDOR CONTRACT
AMENDMENT NO.1*

This amendment will amend the contract between the GALLIA County Department of Job and Family Services (CDJFS), ("Grantor") and Winghaven, ("Sub-grantee") and will be effective from the date of approval by the Gallia County Commission for the purchase of service under TITLE XX CFDA #93.667 Social Service Block Grant, as administered by the U.S. Department of health and Human Services.

I. Availability of Funds:

The original contract reflected the availability of funds in the amount of \$50,000. This amendment shall increase the availability of funds within the contract to reflect a total of \$60,000.

*s/ Dana Glassburn, JFS Director
s/ Lee Bauman, Wing Haven President*

*GALLIA COUNTY COMMISSIONERS:
s/ Harold G. Montgomery, President
s/ David K. Smith, Vice President
s/ Brent Saunders, Commissioner*

David K. Smith made and Brent Saunders seconded the motion to approve as presented. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

EMA BUILDING LEASE AGREEMENT

Director Dana Glassburn presented the following:

*IN THE MATTER OF LEASE WITH
DEPARTMENT OF JOB & FAMILY
SERVICES FOR 1255 State Route 160 FACILITY*

Brent Saunders moved that the following Lease be approved and entered into with the Gallia County Department of Job and Family Services for building and parking facilities located at 1255 State Route 160, Gallipolis, Ohio 45631:

THIS AGREEMENT, made this 28th day of February, 2013, by and between the Board of Gallia County Commissioners, 18 Locust Street, Gallipolis, Ohio 45631 (sometimes referred to hereinafter as "Landlord") and the Gallia County Department of Job and Family Services, 848 3rd Avenue, Gallipolis, Ohio 45631 (sometimes referred to hereinafter as "Tenant").

WITNESSETH, that the said Landlord does hereby demise and lease to Tenant and Tenant does hereby lease from Landlord the following described premises:

The building and parking facilities located at 1255 State Route 160, Gallipolis, Ohio 45631, known as the EMA Building, for National Emergency Grant (NEG) participant training purposes when deemed necessary of the Gallia

County Department of Job and Family Services. Said premises consisting of a one (1) story structure of approximately 1200 square feet, and parking areas located at said facility.

This lease shall be subject to the following terms and conditions:

1. The term of this Lease Agreement is for a month to month basis depending on the length and/or need of the premises for training purposes, effective October 1, 2012 and continuing on said month to month basis. The Lease Agreement shall automatically renew monthly unless otherwise amended, terminated, etc. as permitted within the terms of this agreement. The tenant agrees to give the landlord a 1 day notice of termination of agreement. Agreement is entirely dependent on the NEG funds and designated use. Leased building shall not be used for any purpose other than NEG participant training while being leased under this agreement.
2. The Tenant shall pay One Thousand Seven Hundred and Six Dollars and Sixty-Four Cents (\$1,706.69) or One Hundred Forty-Two Dollars and Twenty-Two Cents (\$142.22) per month for rent of the premises during the first year of this agreement on a month to month basis. The annual lease amounts are determined based on the \$6,826.76 net depreciation value price of the building (not including land) located at the address stated above in 1977, depreciation over the estimated four (4) year remaining useful life of the structure, as noted in the attached schedule, Said lease payments shall be made on or before the 1st day of each State Fiscal Year or month and every month and shall be paid to the Board of Gallia County Commissioners, 18 Locust Street, Gallipolis, Ohio 45631.
3. This Lease Agreement is considered a "Less-Than-Arm's-Length" transaction, as defined by 2 CFR 225, Appendix B, Section 37(b) and (c) and Ohio Administrative Code Section 5101:9-4-11(C), and thus only allowable costs under those provisions are included in this Lease.
4. The Tenant shall not assign this Lease, nor sublet the premises, or any part thereof, without the written consent of the Landlord, (excluding One-Stop partners). Landlord reserves the right to lease any unused space of the facility as determined appropriate by the Landlord.
5. The Tenant shall have the full use of all furnishings presently located in the leased premises.
6. The Tenant shall promptly and fully comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, or local governments relating to their use of the premises. The Tenant shall not use the premises for any purpose which is prohibited by any such law.
7. The tenant will be responsible for cleaning of the facility after each said NEG training sessions.
8. The Tenant shall be responsible for 18% of the cost of utilities for the leased premises. This is based on the square footage occupied by the tenant and how the utilities are connected to other buildings. Landlord shall be responsible to invoice and collect for utilities used by other buildings. An invoice from the Landlord shall be given to the tenant on a monthly basis requesting the payment of said utilities; with copies of the original utilities billing statements attached.
9. The Landlord shall maintain in good condition and repair the structural portions of the leased portions of the leased premises and the exterior areas. The structural portions include the roof, foundations, exterior walls, windows, waterlines and pipes, gas supply lines and pipes, heating systems, air conditioning systems, and plumbing systems. The exterior areas include the parking area, water lines and pipes, gas supply lines, and conduit exterior to the building. The Tenant shall at its own cost and expense maintain in good condition the non-structural portions of the leased premises.
10. The Landlord agrees to maintain heating and cooling systems adequate and reasonable for the premises leased by this agreement, or when and as required by law.
11. The Tenant may during the term of this lease, make at its own expense, any alterations or improvements which may be necessary or proper to the conduct of the Tenant's operation. Any such alterations or improvements to the leased premises shall be completed in accordance with any applicable laws or ordinances and shall be completed in a workmanlike manner. All alterations or improvements to the leased premises shall constitute permanent fixtures and shall remain on the premises at the conclusion of this lease.
12. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then the landlord shall have the right to render said premises tenantable within six (6) months there-from. If said premises are not rendered tenantable within said time, it shall be optional with either party to this agreement to cancel this Lease. Such cancellation shall be evidenced in writing. The Tenant shall be entitled to an abatement of rent under this agreement during such time as the premises are un-tenantable.
13. The Landlord shall maintain fire and casualty insurance, property liability insurance, and personal property insurance on the leased premises and content. The Landlord shall also be responsible for any and all taxes and assessments imposed upon the leased premises, if any.
14. The Tenant shall permit the Landlord and any agent of the Landlord to enter upon the leased premises at all reasonable times to examine the conditions thereof or to make such repairs, alterations, or improvements as are required for the safety, preservation, or maintenance of the premises.
15. Tenant shall leave the premises at the expiration of this lease or before with a 1 day notice of expiration in as good condition as received, excepting reasonable wear and tear.
16. This Lease Agreement contains the complete expression of the parties' agreement and there are no promises, representations, or inducements except as are herein provided.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement in duplicate, each counterpart to constitute an original, the day and year first referred to hereinabove.

BOARD OF GALLIA COUNTY COMMISSIONERS

s/ Harold G. Montgomery, President
s/ David K. Smith, Vice President
s/ Brent Saunders, Commissioner

GALLIA CO. DEPT. OF JOB AND FAMILY SERVICES

s/ Dana Glassburn, JFS Director

WITNESSES:

s/ Lana J. Lane, Clerk

s/ Karen Sprague, County Administrator

David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

Gallia County Developmental Disability Superintendent Rosalie Durbin and Administrative Assistant Faye Pethtel were present for March DD Awareness month. The theme this year is "Look Beyond and See My Future"; President Montgomery proclaimed the following:

Whereas: Individuals with developmental disabilities, their families, friends, neighbors and co-workers encourage everyone to focus on the abilities of all people; and,

Whereas: the most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution; and,

Whereas: opportunities for citizens with developmental disabilities to function as independently and productively as possible must be fostered in our community; and,

Whereas: we encourage all citizens to support opportunities for individuals with developmental disabilities in our community that include full access to education, housing, employment, and recreational activities; and,

Now, therefore, we, the Gallia County Commissioners, do hereby proclaim March, 2013 as Developmental Disabilities Awareness Month and recognize that our communities are stronger when everyone participates. Take time to get to know someone with a disability, Look Beyond the disability and see what he or she has to offer.

Signed this 28th day of February, 2013

Harold G. Montgomery, President

David K. Smith, Vice President

Brent Saunders, Commissioner

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

EXECUTIVE SESSION – CONTRACTS

At 11:08 a.m. the President entertained a motion to enter into executive session with Attorney Brian Butcher to discuss contracts. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 11:29 a.m.; no action taken.

EMS - EXTENSION OF COLLECTIVE BARGAINING AGREEMENT

The President entertained a motion to approve the following agreement:

GALLIA COUNTY EMERGENCY MEDICAL SERVICE (the "Employer") and the **UNITED MINE WORKERS OF AMERICA AFL/CIO** (the "Union") hereby agree that the terms of the existing collective bargaining agreement, set to expire February 13, 2016, will be extended upon expiration and will then terminate December 31, 2016.

FOR THE EMPLOYER:

s/ Not signed, EMS Director
s/ Harold G. Montgomery, President
s/ David K. Smith, Vice President
s/ Brent Saunders, Commissioner

FOR THE UNION:

s/ Phillip R. Camden
s/ Gary Young
s/ Not signed, Francis A. Waugh

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

RIO GRANDE VILLAGE – 2013 JAIL CONTRACT

Harold Montgomery entertained a motion to amend the Rio Grande Village 2013 Jail Contract from \$70 per day to \$65 per day so that all county jail contracts match. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

GALLIPOLIS CITY – 2013 JAIL CONTRACT

Harold Montgomery entertained a motion to approve the 2013 Jail Contract with the City of Gallipolis as negotiated by Sheriff Joe Browning at a rate of \$65.00 per day. Brent Saunders made and David Smith seconded this motion. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea.

2013MEMORANDUM OF UNDERSTANDING
FOR THE BOARDING OF PRISONERS IN JAIL

THIS AGREEMENT, made and concluded at Gallipolis, Ohio this 28th day of February 2013 by and between Gallia County, Ohio, hereinafter referred to as "County", and The City of Gallipolis, Ohio, hereinafter referred to as "City", witnesseth:

1. Upon availability, County agrees to allow the Gallia County Sheriff to board, feed and otherwise care for City prisoners, which prisoners have been arrested for, or are serving sentences for, violations of Municipal Ordinances of the City, or of State criminal codes, in the Gallia County Jail. If the jail is overcrowded so that no more prisoners may be admitted, the City Police shall transport all City prisoners charged under Municipal and State Affidavits and be responsible for transportation, incarceration and costs related thereto.

2. The City of Gallipolis shall pay to the Gallia County Sheriff's Office the sum of \$65.00 per day, per Prisoner for the room and boarding of all City prisoners, except felons who have been bound over. Should the City of Gallipolis have any pay-per-stay prisoners, when the prisoner has paid for his/her jail stay, the City of Gallipolis shall be reimbursed the amount paid by said prisoner.
3. The City shall be responsible for all medical expenses for City prisoners prior to their confinement, for those charged with both felonies and misdemeanors.
 Other than for the exception noted below, the City shall also be responsible for medical treatment for any confined City Prisoner charged with a felony, until a preliminary hearing is held and the Court files an Entry binding the prisoner over, or the Grand Jury indicts said prisoner, whichever first occurs, after which the County shall assume responsibility for all medical expenses. The City shall also be responsible for the medical expenses for any City prisoner charged with, or convicted of, a misdemeanor crime any time during their confinement. Any time during their confinement, the City will provide transportation to a medical facility for said prisoners.
 If an inmate is required to have medical care and there is a delay in the City being available to transport and guard them then the Sheriff (as required by law) will have them transported by county staff and will bill the City for the man hours involved as well as the medical costs.
 An exception to the City's responsibility as listed above for medical treatment of City Prisoners, is for any medical treatment necessitated by any event occurring during their incarceration while in the custody of the Gallia County Sheriff's Office, such as, but not limited to, an attack by another prisoner, self-inflicted injury, a slip or fall, choking, food poisoning, etc. The City may have continuing liability for prisoners whose medical or mental conditions are known to the City but undisclosed to the Gallia County Sheriff's Office at the time of incarceration.
4. As a means of dispute resolution, clarification, or reimbursement for damages or medical expenses, when a prisoner housed in the Gallia County Jail under a municipal conviction is involved, the County Sheriff and the City Chief of Police shall meet and determine appropriate liability for each organization.
5. This contract shall become effective January 1, 2013, and shall continue for a term of one (1) year, expiring December 31, 2013.

IN WITNESS WHEREOF, Gallia County and the City of Gallipolis have hereunto set their hands to duplicates hereof the day and year first above written.

GALLIA COUNTY

s/ Harold G. Montgomery, President
s/ David K. Smith, Vice President
s/ Brent Saunders, Commissioner

APPROVED AS TO FORM:

s/ Jeff Adkins, Prosecuting Attorney
 Gallia County, Ohio

CITY OF GALLIPOLIS, OHIO

s/ Randy Finney, City Manager

APPROVED AS TO FORM:

s/ Adam Salisbury, City Solicitor
 City of Gallipolis, Ohio

DSA SUPPORT RESOLUTION

Resolution of Support for the Development Services Agency (DSA) Appalachia Assistance Fund Line Items

David K. Smith moved the adoption of the following:

WHEREAS, Gallia County is served by the Ohio Valley Regional Development Commission (including the counties of Adams, Brown, Clermont, Fayette, Gallia, Highland, Jackson, Lawrence, Pike, Ross, Scioto, and Vinton) as its Local Development District for the Appalachian Regional Commission (ARC);

WHEREAS, the ARC is a model for federal economic development programs and has assisted the OVRDC region to improve the social and economic climate and improve critical infrastructure;

WHEREAS, the Development Services Agency (DSA) Appalachia Assistance Fund provides much needed economic development project funding in the region and also assists communities to improve the social and economic climate and improve critical infrastructure;

WHEREAS, the ARC and DSA Appalachia Assistance Fund provide funding for business development, education and job training, telecommunications, infrastructure, community development, housing, and transportation projects creating new jobs; improvements to local water and sewer systems; increasing workforce readiness; expanding access to health care; assisting local communities with strategic planning; and providing technical and managerial assistance to emerging businesses;

WHEREAS, without the ARC and DSA Appalachia Assistance Fund and their ability to consider a county or community's current assets and ability to "match" funding, many projects would go unfunded because counties simply do not have local funds to complete the projects; and

WHEREAS, in 2012, Ohio's LDDs administered 49 ARC and DSA Appalachia Assistance Fund (previously known as Ohio Department of Development (ODOD) Appalachian Development Fund) projects totaling over \$34,451,854 in total project costs and resulting in 876 new jobs and another 4,091 jobs retained in the region with funding provided from these sources.

NOW THEREFORE BE IT RESOLVED: that the Board of Commissioners of Gallia County hereby supports continued funding of the DSA Appalachian Assistance Fund Line Items as follows:

Line Item #	Name	Actual	Estimated	Recommended	
		FY2012	FY2013	FY2014	FY2015
GRF195416	Gov. Off. of App	\$4,401,454	\$0	\$0	\$0
GRF195501	Local Dev. Dist.	\$391,482	\$440,000	\$440,000	\$440,000
GRF195502	ARC Dues	\$195,000	\$0	\$0	\$0
GRF195535	App. Assistance	\$0	\$3,846,482	\$3,846,482	\$3,846,482
3080	ARC	\$235,993	\$475,000	\$475,000	\$475,000
		\$5,223,929	\$4,761,482	\$4,761,482	\$4,761,482

Brent Saunders seconded the foregoing Resolution. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

EXECUTIVE SESSION

At 1:35 p.m. the President entertained a motion to enter into executive session to discuss a personnel issue regarding the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Returned to regular session at 3:08 p.m.; no action taken.

B-C-05-025-1

CHIP PROGRAM - SUBORDINATION AGREEMENT

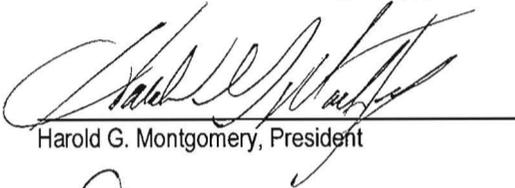
Harold Montgomery entertained a motion to approve a Subordination Agreement presented to the Commission for signing by Ohio Valley Bank, on behalf of Herman and Juanita Rossiter, of Crown City, Ohio, for the County's mortgage recorded for the CHIP Program, B-C-05-025-1. David K. Smith made and Brent Saunders seconded this motion. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea. Agreement is on file in the county's FY 2005 CDBG CHIP Program grant files, B-C-05-025-1.

COURTHOUSE ROOF REPLACEMENT CONTRACT

County Administrator Karen Sprague presented the approved Cosam Contracting South LLC contract document for signatures. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

ADJOURN

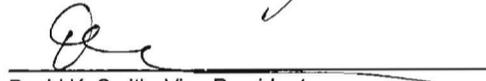
At 3:30 p.m. The President entertained a motion for adjournment. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.



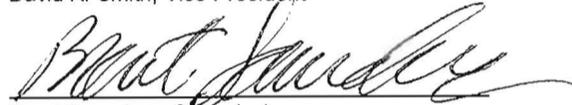
Harold G. Montgomery, President



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



David K. Smith, Vice President



Brent Saunders, Commissioner