

MARCH 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 March 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:
EMA	Sherry Daines Tim Miller	4/3	Logan	CERT Training

The President entertained a motion to approve travel requests as submitted. Brent Saunders made and David K. Smith 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
3/25	28	3	1	0	3	0	0	0	14	0	44	3	26

GCSO Overtime 2013 GRANT AGREEMENT & APPROPRIATION APPROVAL
2012-JG-LLE-5214

Harold G Montgomery entertained a motion to request the County Auditor's Office to create a new fund for the grant entitled "GCSO Overtime 2013", give that grant fund number 311 and appropriate the \$7,497.38 grant and \$833.04 local match into line items as follows:

Appropriate	\$6,000.00	into	311.0311.510200	title	Salaries
Appropriate	\$1,524.60	into	311.0311.536400	title	PERS
Appropriate	\$110.12	into	311.0311.536500	title	Worker's Compensation
Appropriate	\$95.70	into	311.0311.536600	title	Medicare

Also, request the County Auditor's Office to create the following revenue line items:

Create	311.3000.400100	Grant (\$7,497.39)
Create	311.3000.400101	Local Match (833.04)

David K. Smith made and Brent Saunders seconded the motion. Upon roll call votes were as follows: Harold Montgomery, yea; Brent Saunders, yea; David K Smith, yea.

GALLIA COUNTY LANDFILL 2012 ANNUAL REPORT

County Administrator Karen Sprague presented the Commission the Gallia County Landfill 2012 Annual Report.

OSU EXTENSION

Jeff Moore, ANR Educator and Tiffany Sanders, Program Assistant updated the Commissioners on events and programs, such as a Meet and Greet for State Representative Ryan Smith, 2013 Quality Assurance Training, the Gallia County CARTEEN program, and participation in State Training and events. Ms. Sanders noted she attended the River Valley High School Involvement Fair, which provided opportunities to students on how to get involved with the community. Mr. Moore stated the opening day for the Gallia County Farmer's Market is May 9th.

DJFS

At 10:00 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss contracts. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 10:25 a.m.; no action taken.

**GALLIA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES,
 HOLZER CLINIC LLC and HOLZER MEDICAL CENTER
MEMORANDUM OF UNDERSTANDING (MOU)**

JFS Director Dana Glassburn presented the following Memorandum of Understanding:

This memorandum of understanding (MOU), between The Board of County Commissioners, Gallia County, Ohio, on behalf of the Gallia County Department of Job and Family Services (hereinafter "GCDJFS"), and the Holzer Clinic LLC and Holzer Medical Center (hereinafter "Holzer"), establishes the cooperative procedures to effectuate the out-stationing of an GCDJFS employee at Holzer.

1. TERM

The MOU term shall commence on July 1, 2013 and shall expire twelve (12) months from that date unless otherwise terminated or extended by formal agreement.

2. SCOPE OF SERVICE

A GCDJFS employee will be out-stationed at a Holzer facility at 90 Jackson Pike, Gallipolis, Ohio, and will take applications for programs offered through the GCDJFS (such as Workforce Investment Act (WIA) activities, Medicaid, Child Care, Healthy Start, Cash Assistance, Food Stamps, etc.) Applications submitted by Gallia County residents will be

processed on site for Healthy Start/Healthy Family programs, Medicaid, Cash Assistance and Food Stamps but may be forwarded to GCDJFS as needed to best serve the applicant (as determined by GCDJFS). Applications submitted by Holzer patients that are from surrounding counties will be sent (by GCDJFS) to the appropriate County for processing (as needed).

3. GCDJFS' RESPONSIBILITIES

GCDJFS agrees:

- 1) To employ necessary staff for the purpose of carrying out the functions described herein. Said staff shall be subject to Holzer's consent as to personnel selections and will consist of:
 - a) One full time Income Maintenance Worker III (Case Worker)

Additional staff can be supplied as determined necessary by both parties and requested in writing. Fees may be necessary and shall be negotiated prior to the assignment of additional staff. Said employee(s) will be housed at Holzer and will constitute an application (intake) unit (the "Intake Unit"). Working hours for the Intake Unit shall be arranged between Holzer and GCDJFS, but within the confines of Client Registry Information System-Enhanced (CRIS-E) operations and normal GCDJFS work hours.
- 2) To screen individuals who may be referred from Holzer to determine if the potential applicant is an active public assistance recipient, a pending applicant, or potentially eligible for inclusion in an existing public assistance case. If any of the three preceding situations exist, Intake Unit shall immediately route the referral to the most appropriate place. If none of the three preceding situations exist for specific Holzer patients, the Intake Unit will notify Holzer. Such patients may submit an application for public assistance with the Intake Unit. The Intake Unit will process the application as mentioned above or will forward applications to the appropriate place for processing.
- 3) To secure, and to properly process to an eligibility determination, all public assistance applications obtained under the process set out in paragraph 2 of this section, provided such applicants are not active public assistance recipients, newborns (who are to be added to an existing case or included in a pending application), pending applicants, or individuals who are potentially eligible for inclusion in an existing public assistance case.
- 4) To identify one person from GCDJFS who will be responsible for the day-to-day operations anticipated under this MOU. No backup will be available. GCDJFS will notify Holzer if assigned staff will not be on site.
- 5) To collect and report to Holzer monthly statistics regarding the number of referrals processed by the Intake Unit, including the corresponding number of approvals and denials. Provide this information to Holzer monthly.
- 6) To share the Patient Appointment Schedule with Holzer.
- 7) To report any problems with the day-to-day operation of the Intake Unit to the designated contact person at Holzer.
- 8) To assure that GCDJFS staff housed at Holzer comply at all times with all applicable Holzer policies and procedures, including without limitation those regarding protection and confidentiality of patient information and related HIPAA training, and ensure compliance with CRIS-E security agreements and all policies/agreements of GCDJFS.
- 9) To pay all salaries and fringe benefits of the GCDJFS employees staffing the Intake Unit.
- 10) To meet with Holzer staff on a regular basis to discuss issues or problems and to ensure efficient coordination of activities with Holzer.
- 11) To provide essential reporting (mutually defined) in order to track and measure results.

4. HOLZER'S RESPONSIBILITIES

Holzer agrees:

- 1) To provide secure and adequate space and facilities within Holzer at 90 Jackson Pike Gallipolis, Ohio, for the Intake Unit staff. The facilities will provide an appropriate environment for CRIS-E hardware and consumer case documentation.
- 2) To pay the supply costs reasonably necessary to support the Intake Unit staff and its activities. The CRIS-E computer hardware must initially meet and be maintained to continue to meet specifications provided by the Ohio Department of Job & Family Services. To ensure any repairs to the computer hardware, internet connection, etc. provided by Holzer will be accomplished as soon as possible so as to ensure the continuing functions of the unit. To pay the monthly costs associated with the dedicated line installation for internet, phone, etc.
- 3) To identify one Holzer representative who will be responsible for the day-to-day operations anticipated under this MOU.
- 4) To ensure that Holzer staff who have any contact with the Intake Unit respect and adhere to state and federal confidentiality regulations. Holzer understands that access to CRIS-E and the Medicaid Management Information System (MMIS) is limited to GCDJFS authorized employees only, except to the extent necessary to perform Holzer obligations under items 1) and 2) above concerning computer issues. A breach of CRIS-E or MMIS security may result in the immediate termination of this MOU.
- 5) To submit referrals, as described in paragraph 2 of GCDJFS' Responsibilities section above, to the Intake Unit for screening on a daily basis and provide signage, etc., that refer Holzer patients to where GCDJFS Outreach Unit are located.
- 6) To provide parking to the staff assigned to the Intake Unit, as well as GCDJFS staff who are required to service the Intake Unit, i.e., computer support, management support, etc.
- 7) Not to direct billing problems to the GCDJFS Intake Unit. The GCDJFS Intake Unit shall not be available to Holzer as an information source concerning medical billing under the MMIS system.
- 8) To assist GCDJFS with this outreach project to make it a success for the patients of Holzer as well as individuals throughout the County.
- 9) To provide a time card for Intake Unit employees to clock in/out to track their work time and provide said time card to GCDJFS on a biweekly basis that corresponds with GCDJFS pay periods.
- 10) To provide on-site e-mail address to utilize in submitted reports, etc., to Holzer.

5. FINANCIAL CONTRIBUTION

Holzer will donate the amount of \$30,000.00 (\$15,000 from Holzer Clinic LLC and \$15,000 from Holzer Medical Center) to the Gallia County Commissioners for the purpose of assisting GCDJFS in the outreach project described in this MOU and any other project, etc., deemed necessary by the GCDJFS. The terms of this MOU does not limit the use of the donation to particular individuals or at a particular facility or institution and precludes reversion to Holzer.

As part of signing this MOU, the County Commissioners hereby appropriates the donation to the GCDJFS Public Assistance (PA) Fund to be used as local resources for allowable activities.

The financial contribution of this MOU is based on OAC Section 5101:9-7-50 (G).

6. AVAILABILITY AND RETENTION OF RECORDS

- A. Holzer agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Holzer under this MOU, and all records, documents, writings or other information, including but not limited to financial, census and client records used by Holzer in the performance of this MOU are treated according to the following terms:

All records relating to costs, work performed and supporting documentation for invoices submitted to GCDJFS by Holzer, along with copies of all deliverables submitted to GCDJFS pursuant to this MOU, will be retained and made available by the Holzer for inspection and audit by GCDJFS, 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 for a minimum of three (3) years after reimbursement for services rendered under this MOU. If an audit, litigation or other action is initiated during the time period of the MOU, Holzer shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

- B. Holzer agrees that it will not use any information, systems or records made available to it by GCDJFS for any purpose other than to fulfill the contractual duties specified herein, without permission of GCDJFS. Holzer further agrees 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 GCDJFS Director.
- C. Holzer agrees that each financial transaction related to this MOU shall be fully supported by appropriate documentation. Holzer further agrees that such documentation shall be available for examination.

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.

Holzer acknowledges and agrees that only the GCDJFS Director may initiate MOU changes with the approval of the County Commissioners. In no event will an oral contract with GCDJFS 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

Upon any early termination of this MOU, neither Holzer nor GCDJFS shall be relieved of liability to the other party for damages resulting from any breach of the MOU. During the 3 months prior to the termination of this MOU, GCDJFS and Holzer agree to negotiate in good faith the terms pursuant to which the arrangement governed by this MOU shall be continued; provided, however, neither party shall be liable to the other if, for any reason, such arrangement is not continued.

11. NON-DISCRIMINATION

Holzer certifies it is 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.

During the term of this MOU, Holzer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, and age. 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. Holzer agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Holzer complies with all applicable federal and state non-discrimination laws

Holzer, or any person claiming through Holzer, agrees 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 Holzer.

12. SOLICITATION OF EMPLOYEES

Holzer and GCDJFS warrant that, for one, (1) calendar year from the beginning date of this MOU, Holzer 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 Holzer in the conduct of the provisions of this MOU. Holzer and GCDJFS shall at all times have the status of independent contracting parties without the right or authority to impose tort, contractual or any other liability on the other.

Consistent with such relationship as independent contracts, Holzer shall not be liable for any actions or inactions of GCDJFS, its agents or employees, and GCDJFS shall ensure that the acts of the GCDJFS employee on the Holzer premises are fully covered by a general liability insurance policy maintained by GCDJFS. Holzer shall not be liable to GCDJFS, and GCDJFS hereby waives any and all rights at law or equity to bring claims against Holzer, including without limitation all rights to indemnity or contribution from Holzer, with respect to any and all claims not arising from the willful misconduct or gross negligence of Holzer or its employees.

14. DISCLOSURE

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

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 Holzer 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

Holzer agrees to comply with all federal and state laws applicable to GCDJFS and/or consumers of GCDJFS concerning the confidentiality of GCDJFS consumers. Holzer 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. Holzer 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.

GCDJFS agrees to comply with all federal and state laws applicable to Holzer and/or patients of Holzer concerning the confidentiality of Holzer patients. GCDJFS understands that any access to the identities of any Holzer patients shall only be as necessary for the purpose of performing its responsibilities under this MOU. GCDJFS agrees that the use or disclosure of information concerning Holzer patients 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. Holzer agrees to make copies of this MOU promptly available to any requesting party.

21. DRUG-FREE WORKPLACE

Holzer certifies and affirms that Holzer 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, Holzer agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. Holzer 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, Holzer 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 Holzer 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, and impact of MOU activities. Except where GCDJFS approval has been granted in advance, Holzer 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 Holzer 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, Holzer agrees to notify the GCDJFS Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Holzer from using MOU information and results to market to specific clients or prospects.

24. AMENDMENTS

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

25. CHILD SUPPORT

Holzer agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Holzer or the employees of Holzer meets child support obligations established under state or federal law. Further, by executing this MOU Holzer 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, Holzer warrants that a finding for recovery has not been issued to Holzer by the Ohio Auditor of State. Holzer further warrants that Holzer shall notify GCDJFS within five (5) business days should a finding for recovery occur during the MOU term.

27. MOU CONTACTS

A. GCDJFS Contacts

Holzer should contact the following GCDJFS staff with questions:

Name	Phone # 446-3222	Department	Responsibility
Dana Glassburn	Ext. 229	GCDJFS	Director
Lori D. Church	Ext. 207	I.M. Staff	Supervisor
Beth Moore	Ext. 225	I.M. Staff	Supervisor

B. Holzer Contacts

GCDJFS should contact the following Holzer staff with any questions:

Name	Phone #	Department	Responsibility
Vicki Elliott	446-5254	Holzer Clinic	Business Office Director
Cherilyn Warner	441-8014	Holzer Hospital	Revenue Cycle Director

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

SIGNATURES

Holzer Clinic LLC
 Gallia County, Ohio
 Authorized Signature:
s/ T. Wayne Murroe
 CEO-Chairman, Board of Directors,
 Holzer Health System

Holzer Medical Center
 Gallia County, Ohio
 Authorized Signature:
s/ Kenneth G. Payne
 Chief Financial Officer,
 Holzer Health System

Board of County Commissioners,
 Gallia County, Ohio
s/ Harold G. Montgomery, President

Approved as to form:

By: *s/ Jeff Adkins*
 Prosecuting Attorney
 Gallia County, Ohio

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

ECONOMIC DEVELOPMENT

Economic Development Director Melissa Clark presented the Commission a grant agreement from the SOACDF in the amount of \$12,700. Brent Saunders made and David K. Smith seconded the motion to approve the agreement as submitted. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

SPEED ZONES STUDY

Assistant County Engineer Jennifer Brown presented the following resolutions:

RESOLUTION:

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Sec. 4511.21, Revised Code of Ohio is greater (or less) than that considered reasonable and safe on **Addison Pike (CR-1)** between State Route 7 and 2.0 miles West of State Route 7, and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described above, and

WHEREAS, it is the belief of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is unrealistic.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gallia County, Ohio that:

Section 1. By virtue of the provisions on Sec. 4511.21, Revised Code of Ohio the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit on **Addison Pike (CR-1)** between State Route 7 and 2.0 miles West of State Route 7 in Gallia County, Ohio

Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1 hereof, standard signs, properly posted and giving notice thereof will be erected.

Passed this 28th. day of March, 2013

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

Attest:
s/ Lana J. Lane, Clerk to the Board

RESOLUTION:

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Sec. 4511.21, Revised Code of Ohio is greater (or less) than that considered reasonable and safe on **Centenary Road (CR-10)** between State Route 141 and Vanco Road (CR-14), and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described above, and

WHEREAS, it is the belief of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is unrealistic.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gallia County, Ohio that:

Section 1. By virtue of the provisions on Sec. 4511.21, Revised Code of Ohio the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit on **Centenary Road (CR-10)** between State Route 141 and Vanco Road (CR-14) in Gallia County, Ohio

Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1 hereof, standard signs, properly posted and giving notice thereof will be erected.

Passed this 28th. day of March, 2013

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

Attest:
s/ Lana J. Lane, Clerk to the Board

RESOLUTION:

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Sec. 4511.21, Revised Code of Ohio is greater (or less) than that considered reasonable and safe on **Porter Road (CR-49)** between State Route 160 and State Route 554, and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described above, and

WHEREAS, it is the belief of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is unrealistic.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gallia County, Ohio that:

Section 1. By virtue of the provisions on Sec. 4511.21, Revised Code of Ohio the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit on **Porter Road (CR-49)** between State Route 160 and State Route 554 in Gallia County, Ohio

Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1 hereof, standard signs, properly posted and giving notice thereof will be erected.

Passed this 28th. day of March, 2013

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

Attest:
s/ Lana J. Lane, Clerk to the Board

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

BID OPENING – CULVERT REPLACEMENT

At 11:00 a.m. the President opened the following bids for Culvert Replacement.

Company	Total Bid
Crown Excavating, Inc.	\$59,942.50
Right-Way Construction, Inc.	\$101,145.12
Bryant Farm & Lawn Contracting	\$74,400.00
Supreme Asphalt	\$146,400.00

The bids were turned over to the County Engineer for review and recommendation. The following were in attendance: Assistant County Engineer Jenny Brown; Todd Bryant, Bryant Farm & Lawn Contracting; Tiffany Simpson, Supreme Asphalt; Kim Hatley, Right-Way Construction, Inc.

THE WISEMAN AGENCY

Jimmy Wiseman of The Wiseman Agency informed the Commissioners he expects an estimated 8% increase in CORSA premiums. No official price has been released to date. Mr. Wiseman stated he feels we are fortunate to receive only an 8% increase. He should have renewal documents within the next eight weeks.

BID AWARD – CULVERT REPLACEMENT

Commissioners were in receipt of the following recommendation:

March 28, 2013

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

Dear Commissioners,

I have reviewed the proposals for the Culvert Replacements 2013-01 project.

The lowest bid was received from Crown Excavating, Inc. The bid is responsive, and below the engineer's estimate. The contractor meets all specifications and is qualified to perform the work.

Therefore, it is my recommendation that the above named project be awarded to Crown Excavating, Inc.

Sincerely,
Jennifer Brown
Jennifer Brown, P.E.
Assistant Engineer

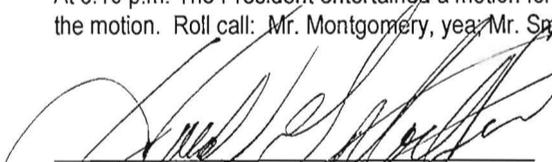
David K. Smith made the motion to award the bid as recommended and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

CCAO

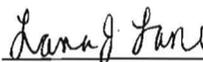
Larry Long, CCAO Executive Director and Wendy Dillingham, CEBCO Senior Benefits Specialist were in attendance to update the Commission on various current CCAO issues and CEBCO. Ms. Dillingham noted that the County Employee Benefits Consortium of Ohio (CEBCO) was formed by the County Commissioners Association of Ohio. January 1, 2004 was the first effective date of the program. Twenty six Counties currently participate in the CEBCO program.

ADJOURN

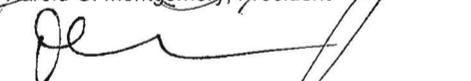
At 5:10 p.m. The President entertained a motion for adjournment. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.



Harold G. Montgomery, President



Lana J. Lane, Clerk



David K. Smith, Vice President



Brent Saunders, Commissioner