

JANUARY 30, 2014

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 David K. Smith. Roll Call: President David K. Smith, present; Vice President Brent Saunders, present; Commissioner Harold G. Montgomery, present.

The President entertained a motion for approval of the January 23, 2014 minutes. Harold G. Montgomery 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
1/27	1	1	1	0	2	0	0	0	9	2	357	13	31

**ENVIRONMENTAL REVIEW RECORD - B-C-13-1AY-1, B-C-13-1AY-2 & S-C-13-1AY-1 –
CERTIFICATION OF CONTINUED RELEVANCE**

County Administrator Karen Sprague presented the Commission with the paperwork for approval of the Environmental Review Record for the certification of finding of continued relevance for the projects under the B-C-13-1AY-1, B-C-13-1AY-2 & S-C-13-1AY-1 grants (CHIP & HOME & OHTF): #1- Private Owner Rehab, #2- Home/Building Repair and #3- Down Payment Assistance/Rehabilitation. David Smith entertained a motion to approve the forms as presented. Harold G. Montgomery made and Brent Saunders seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea. All forms were signed by David K. Smith, as President of the Commission, and they are on file in the County's CDBG files.

**FINAL PERFORMANCE REPORT
FY 2011 CDBG CHIP & HOME GRANTS (B-C-11-1AY-1 & B-C-11-1AY-2)**

County Administrator Karen Sprague presented the Commission with the Final Performance Reports for the period September 1, 2011 thru December 31, 2013 for the County's FY 2011 CDBG CHIP & HOME Grants (B-C-11-1AY-1 & B-C-11-1AY-2), which must be submitted to the Ohio Department of Development. David Smith entertained a motion that the Final Performance Reports be approved and signed as presented. Brent Saunders made and Harold G. Montgomery seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery. The form is on file in the County's CDBG grant files.

2014 HEALTH INSURANCE CHANGE

County Administrator Karen Sprague advised the Commission that due to limits within the new Affordable Healthcare Act the 2014 health insurance plan agreed to by the County earlier will not be in compliance and the county would be subject to penalties if not changed. Medical Mutual of Ohio offered three options as follows:

1. Keep HRA plan and reduce county share of deductible by \$650 single/\$1300 family – rate increase 5.3%
2. Keep HRA plan and reduce employee coinsurance by \$650 single/\$1300 family – rate increase 0.75% which is a \$24,000 annual increase
3. Change to Share plan – no rate increase and MMO will give us another 1% reduction or \$24,400 annual decrease

Ms. Sprague noted receipt of an email from County Health Insurance Agent John Saunders advising the best option is #3 above - to move from an HRA plan to a Share plan with no rate increase, no change in benefits and MMO has agreed to give us another 1% reduction in our rates. The only change would be for the employee who would now pay the 20% coinsurance right after the \$1,000 deductible is met.

Medical Mutual provided the following explanation of the difference in processing under the Share program versus the current HRA plan:

- The employees will see the same plan in terms of their out of pocket. The plan will show a network deductible of \$1,000 for single and \$2,000 for family. Coinsurance will be 80/20 to an additional \$2,000 single and \$4,000 family.
- With the HRA the county picks up the next \$4,000 single \$8,000 family in deductible after the employees pays their \$1,000/\$2,000 deductible. Once the full deductible including the HRA of \$5,000/\$10,000 the employee would then begin paying 20% to the additional \$2,000/\$4,000.
- With the Share program the employees would pay \$1,000/\$2,000 in deductible. Upon this amount being met, the employee would begin paying 20% to the additional \$2,000/\$4,000 and the county would begin paying into the \$4,000/\$8,000 corridor, which would be at the 80% coinsurance level until the coinsurance out of pocket is met.

Example: Claim for \$10,000
Employee pays first \$1,000 leaves \$9,000 payable
Employee pays 20% of remaining \$9,000 = \$1,800 employee responsibility
County pays 80% to a maximum of \$4,000 = \$7,200 is 80% of \$9,000, county is capped at \$4,000
Medical Mutual pays remaining \$3,200
Remaining claims for this member would pay at 100% by MMO

The President entertained a motion to amend the contract as recommended by the insurance agent and carrier to go with option 3. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

FAA GRANT 2011 FINAL PROJECT CLOSEOUT APPROVAL
GALLIA-MEIGS REGIONAL AIRPORT PROJECT

County Administrator Karen Sprague presented the Commission with FAA grant 2011 final project closeout form 425 noting this revised the prior paperwork submitted to remove the \$2,693 grant adjustment from the 2011 grant because the FAA wants this to come from 2014 entitlement funds instead of 2013 discretionary funds. David Smith entertained a motion to approve and sign the grant closeout forms as presented. Brent Saunders moved and Harold G. Montgomery seconded this motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

AIRPORT HANGAR REPAIRS

County Administrator Karen Sprague presented the Commission with a clarification page from Dave Snyder for his previous quote submitted to paint and repair hangars. The original project estimate dated 7/17/2013 was \$16,677.90, however the cost for rental of a lift has increased by \$2,000. The revised cost estimate is \$18,677.90. The clarifications page further notes that the original estimate included cleaning gutters and any minor repair needed. Further clarification noted minor repair would include replacement of missing nails on gutters, straightening gutters, replacement of frayed cables on door with leftover materials from prior repair job and any other minor repairs of a combined total of 20 hours or less. Also, if any hangar doors require materials within the realm of minor repairs like wood 2x6's, lag bolts or roofing tin, Mr. Snyder will provide the labor for the repairs if the county provides the materials. Ms. Sprague noted that the other quotes received do not include the repair work, just scraping and painting and she recommended the job be awarded to Dave Snyder. Harold G. Montgomery made and Brent Saunders seconded the motion to award the job as recommended by Ms. Sprague. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

SENIOR CITIZENS CENTER – REQUEST TO REPLACE WINDOWS

County Administrator Karen Sprague presented the Commission with a request from the Gallia County Council on Aging to replace windows in the Gallia County Senior Citizens Center. Ms. Sprague noted that a portion of the windows on the first floor of the facility were previously replaced with a grant. Per the request, the GCCOA plans to utilize their 2013 sales tax allocation of \$20,000 from the County Commissioners to replace the windows. Since the facility is owned by Gallia County, the GCCOA is requesting permission to proceed and enter into a contract for this project. GCCOA provided two cost estimates as follows: 1) Cummons Contracting of Gallipolis, Ohio in the amount of \$20,000 to replace 27 windows on the 2nd floor of the senior center and 2) Cummons Contracting of Gallipolis, Ohio in the amount of \$5,000 to replace 7 windows on the 1st floor and fix the drop ceiling over to the windows. David Smith entertained a motion to approve granting permission to the GCCOA to enter into a contract with Cummons Contracting for the window replacement as proposed totaling \$25,000 and further to provide the additional \$5,000 to the GCCOA now from the 2014 sales tax allocation. Harold Montgomery made and Brent Saunders seconded the motion. Roll call votes: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

LEAVE DONATION APPLICATION

Commissioners received the following leave donation application:

Department	Donating Employee	Receiving Employee	Hours Donated	Pay Period
Sheriff	Coit Darst	Patrick Cochran	40.3	02/07/14

The President entertained a motion to approve the leave donation application as requested. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

AUTHORIZED AGENT

The President entertained a motion to send the following correspondence to Ohio Emergency Management Agency regarding the June 2012 Storm Event.

*Nancy J. Dragani, Executive Director
Ohio Emergency Management Agency
2855 West Dublin Granville Rd
Columbus, OH 43235*

Dear Ms. Dragani:

As President of the Commission, I authorize Commissioner Brent Saunders, to sign all documents and in all ways act as the Authorized Agent relative to the Public Assistance Grant Program for FEMA-DR-4077-OH.

Sincerely,

David K. Smith

President

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

2013 COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION

Commissioners received the following 2013 County Highway System Mileage Certification from the County Engineer's office:

The total length of county maintained public roads in Gallia County was 454.223 miles as of December 31, 2012, as certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

We the undersigned, hereby certify that as of December 31, 2013, the county was responsible for maintaining 454.664 miles of public roads.

The President entertained a motion to approve certification. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT

The County Engineer's Office presented the following agreement for approval.

**JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND
GALLIA COUNTY COMMISSIONERS**

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Gallia County Commissioners, 18 Locust Street, Gallipolis, Ohio 45631 (hereinafter referred to as the COUNTY).

1. PURPOSE

1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.

1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.

1.3 The COUNTY COMMISSIONERS in conjunction with the COUNTY ENGINEER are constructing road improvements to support Ohio Valley Trackwork's new facility as well as the Dan Evans Industrial Park; specifically, the reconstruction and widening of 0.16 mi. of existing Fairview Road at SR 850 in Bidwell. This will include radius modifications to Fairview at its intersection of SR 850 (hereinafter referred to as the PROJECT).

1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development ("JCED") program funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.

1.5 The COUNTY shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. FUNDING AND PAYMENT

2.1 The total cost for the PROJECT is estimated to be **\$90,148** as set forth below. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.

OOOT Jobs & Commerce ED Program Funds	\$34,648
ODOD Roadwork Fund 629	\$25,000
Local Fund Source(s) (up to amount)	\$10,000
County Engineer	\$20,500
TOTAL	\$90,148.00

2.2 Funds provided by ODOT shall not exceed \$34,648.00 or 38 percent of the total project cost, whichever is the lesser amount. The COUNTY shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The COUNTY ENGINEER shall review and/or approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

2.4 The COUNTY ENGINEER shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The COUNTY ENGINEER must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted. The COUNTY ENGINEER may submit a maximum of two requests for reimbursement at quarterly intervals. The deadline for the final reimbursement request is September 30, 2014.

2.5 Reimbursement to the COUNTY shall be submitted to:

Gallia County Engineer
Brett Boothe P.E.
1167 State Route 160
Gallipolis, OH 45631
740-446-2032

3. PROJECT DEVELOPMENT AND DESIGN

3.1 The COUNTY ENGINEER is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.

3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the COUNTY, arising out of or related to any contract entered into by the COUNTY for the work to be performed by the Contractor on this PROJECT is the responsibility of the COUNTY. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. CERTIFICATION AND RECAPTURE OF FUNDS

4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the COUNTY shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

CASTO & HARRIS, INC. — RE-ORDER NO. 11596-13

5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

5.2 The COUNTY hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the COUNTY's obligations made or agreed to herein.

6. NOTICE

6.1 Notice under this Agreement shall be directed as follows:

If to the COUNTY:

Gallia County Engineer
Brett A. Boothe P.E.
1167 State Route 160
Gallipolis, OH 45631
740-446-2032
boothe@Galliacycountyengineer.com

If to ODOT:

A Fred Vogel, Regional Manager
Office of Jobs & Commerce, ODOT
1980 W. Broad Street
Mail Stop: 3290
Columbus, OH 43223
614-752-6923

7. GENERAL PROVISIONS

7.1 Record Retention: The COUNTY when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the COUNTY's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.

7.2 Ohio Ethics Laws: COUNTY agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

7.3 Governing Law: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the COUNTY hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

7.4 Assignment: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

7.5 Merger and Modification: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

7.6 Severability: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

7.7 Term of Agreement: This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. COUNTY acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the COUNTY and monitoring by Grantor of the results of the award of Grant Funds.

7.8 Signatures: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below:

GALLIA COUNTY COMMISSIONERS
OR AUTHORIZED REPRESENTATIVE

s/ David K. Smith
Gallia County Commission President
1/30/14
Approved: *s/ Jeff Adkins*
Jeff Adkins, Prosecuting Attorney
Gallia County, Ohio

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____
Jerry Wray
Director
Date: _____

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

OSU EXTENSION

Director Tracy Winters and ANR educator Jeff Moore presented the Commission with an agency update of various activities:

- This year is the 100 year anniversary of OSU Extension (Smith-Lever Act)
- Annual 4-H Advisory Committee and CARTEEN appreciation dinner was held
- Gallia County Youth Board selections were made, 33 members will be serving on this board
- Held two volunteer workshops
- 2014 Farm City Day planning event
- December 12 - 2014 Steer weigh in was held
- January 11 & 12 – Gallia County Preview Show

- January 21 – Recorded two segments for the John Marra Show
- February 4 – Private Pesticide Applicators Recertification at 6 pm
- February 18 – Beef Cattle School at 7 pm

2014 1st CAUCUS MEETING

Commissioners and County Administrator Karen Sprague left the office at 10:00 am to attend the 1st Round Caucus meeting with OVRDC for FY 2014 in the second floor meeting room. Returned to meeting at 11:05 am.

CHILDREN SERVICES AGENCY UPDATE

Executive Director Russ Moore met with the Commission for an update of the agency's fiscal condition. Cash, expenditures, intake were distributed for December 2013 and January 2014 and screening reports for November and December 2013 and reviewed by everyone. No action taken.

EXECUTIVE SESSION – PERSONNEL

At 11:20 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn to discuss personnel issues, resignation, disciplinary action and negotiations. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 11:35 a.m.; no action taken.

WORKERS COMP

Workers Comp Coordinator Melissa Clark presented the 300-AP for the President's signature. Harold G. Montgomery made and David K. Smith seconded the motion to have the President sign the form. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

EXECUTIVE SESSION – CONTRACTS

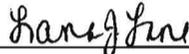
At 11:40 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague to discuss contracts in a conference call with Gary Silcott of Stantec. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 12:10 p.m.; no action taken.

ADJOURN

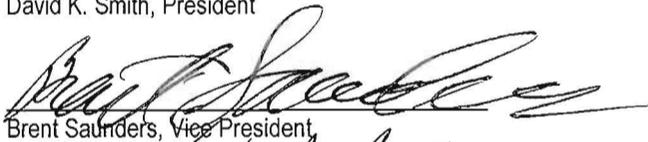
At 3:00 p.m. the President entertained a motion for adjournment. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.



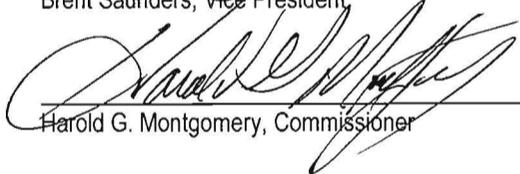
David K. Smith, President



Lana J. Lane, Clerk



Brent Saunders, Vice President



Harold G. Montgomery, Commissioner