

FEBRUARY 20, 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 February 13, 2014 minutes. Brent Saunders made and Harold G. Montgomery 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	Shr Tc
2/17	6	2	1	12	0	0	0	0	3	0	383	7	21

BOARD RE-APPOINTMENT

Commissioners received the following correspondence:

Please accept my sincere appreciation for recently acknowledging the library board appointment of Traci Good for the term of April 1, 20015 – March 31, 2014. The Gallia County District Library Board of Trustees requests that you consider reappointing Mrs. Good to serve another seven-year term, to commence April 1, 2014 and ending March 31, 2021.

Sincerely,

sl Deborah Saunders
Library Director

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

BSSA COMMAND VEHICLE

The Sheriff's Office presented an updated version of the Cooperative Agreement for cooperative use of the interoperable communications vehicle and equipment.

Cooperative Agreement

among

The Ohio Department of Public Safety, Emergency Management Agency,

The Buckeye State Sheriffs' Association,

The Board of County Commissioners of Gallia County, and The Gallia County Sheriff's Office

This Cooperative Agreement (hereinafter "this Agreement") is made by and between the Ohio Department of Public Safety, Emergency Management Agency (hereinafter "Ohio EMA"), the Buckeye State Sheriffs' Association (hereinafter "BSSA"), the Board of County Commissioners of Gallia County (hereafter "County Commissioners"), and the Gallia County Sheriff's Office (hereinafter "Sheriff's Office") , for cooperative use of the interoperable communications vehicle and equipment, described in Appendix A.

WHEREAS, Ohio EMA is charged with the coordination of all activities of all agencies for emergency management within the state and in carrying out those duties on behalf of the Governor, shall utilize the services, equipment, supplies, and facilities of existing agencies of the state and political subdivisions to the maximum extent practicable and the officers and personnel of all such agencies shall cooperate and extend such services, equipment, supplies, and facilities to the Governor or the Executive Director of the emergency management agency upon request (Ohio Revised Code Sections 5502.22 & 5502.28); and

WHEREAS, BSSA has among its purposes the provision for the prompt exchange of information pertaining to the duties, methods and official practice of the members and the furnishing of notice of all such matters as may threaten violation of law or injury to persons or property and cooperation with peace officers throughout Ohio and with similar organizations in other States; and

WHEREAS, the County Commissioners are charged with _____ (Ohio Revised Code Section _____); and

WHEREAS, the Sheriff's Office is charged with preserving the public peace and protecting persons and property within Gallia County (Ohio Revised Code Section 311.07); and

WHEREAS, Ohio EMA, BSSA, the County Commissioners, and the Sheriff's Office are willing to cooperate in the operation, maintenance, deployment, and use of a communications vehicle for the purpose of enhancing communications interoperability for all first responders in the event of a disaster or emergency within the State; and

WHEREAS, this Agreement is advantageous to Ohio EMA, BSSA, Gallia County and the citizens of Ohio.

NOW, THEREFORE, in furtherance of the mutual promises, agreements, and covenants contained herein, the parties hereto agree as follows:

1. OWNERSHIP

The interoperable communications vehicle and equipment were purchased in 2004 by Ohio EMA, using U.S. Department of Homeland Security grant funds, for BSSA and individual county sheriff's offices for the sole and express use as a regional interoperable communications vehicle. Any and all titles/manufacturers' statements of origin for the interoperable communications vehicle and equipment will be in the name of the County Commissioners. The interoperable communications vehicle and equipment shall not be sold, salvaged, traded or used for any other purpose than that described in this Agreement and shall be returned to Ohio EMA for final disposition in the same condition as when the Sheriff's Office took possession on behalf of the County Commissioners, with the exception of ordinary wear and tear and normal depreciation.

2. MODIFICATIONS TO THE VEHICLE

Neither the County Commissioners nor the Sheriff's Office shall make any modifications to the vehicle without the prior written approval of Ohio EMA and BSSA. All accessories, tools, equipment or sirens, purchased solely by the County Commissioners or the Sheriff's Office, and added to the vehicle will remain the property of the County Commissioners or the Sheriff's Office and may be removed prior to returning the vehicle and equipment to Ohio EMA. Prior to removal of any installed accessories, tools, equipment or sirens, the parties to this Agreement will jointly review the proposed removal to assure the condition of the vehicle will not be damaged beyond repair. The County Commissioners or the Sheriff's Office assumes all responsibility for any damage to the interoperable communications vehicle and equipment, made during installation or removal of equipment.

3. RETURN OF VEHICLE & EQUIPMENT

The interoperable communications vehicle and equipment shall be returned to Ohio EMA and BSSA for reassignment if the County Commissioners and Sheriff's Office are no longer able to support the operation and maintenance of the vehicle and equipment, wish to terminate their participation in this cooperative relationship, or refuse to deploy the interoperable communications vehicle and equipment regionally when requested.

4. USE OF THE INTEROPERABLE VEHICLE AND EQUIPMENT

The principle use of the vehicle and equipment shall be regional deployment for interoperable communications for emergency response to a disaster and shall be available for deployment to other parts of the State, upon request and if available. The vehicle and equipment shall be used in accordance with this Agreement and any supplementary procedures agreed upon for the use, operation and maintenance of the vehicle and equipment. The vehicle shall be driven and maintained by the County Commissioners and the Sheriff's Office or other designated person(s) trained by Ohio EMA and the Sheriff's Office. The communications equipment shall be operated and maintained by the County Sheriff's Office or other designated person(s) trained by Ohio EMA and the Sheriff's Office.

The Sheriff's Office shall respond to all calls requesting the deployment of the interoperable communications vehicle within its region and deploy the vehicle, if available, without additional approval from Ohio EMA or BSSA. The Sheriff's Office shall deploy to other parts of the State as needed to support state-wide interoperable communications during emergency response.

5. INSPECTIONS & ANNUAL REPORT

The County Commissioners and the Sheriff's Office shall make the vehicle and equipment available for inspection by Ohio EMA and BSSA or their duly authorized representatives, at all reasonable times when requested by Ohio EMA and BSSA. Joint inspections shall be completed at least once each year. The Sheriff's Office shall be responsible for scheduling the inspection and shall forward a copy of the inspection report to BSSA and Ohio EMA.

The Sheriff's Office shall complete an annual report which includes an itemized list of operational issues, maintenance, repairs, installations, removals and vehicle and equipment modifications. The annual report will also include record of mileage, generator engine hours, the number of days deployed for emergency and/or training, the locations of deployment, the number of in-service days and the number of maintenance hours. The annual report will be submitted to Ohio EMA and BSSA.

6. VEHICLE STORAGE

The County Commissioners and the Sheriff's Office shall store and maintain the vehicle and equipment in a temperature-controlled building. All costs associated with vehicle storage are the sole responsibility of Gallia County.

7. OPERATION, MAINTENANCE, AND DAMAGE REPAIRS

The County Commissioners and the Sheriff's Office are responsible for all costs of operation, maintenance, and repair of the vehicle and equipment and shall keep the vehicle and equipment in a clean, safe, and good operating condition for the duration of this Agreement. The County Commissioners and the Sheriff's Office shall follow the maintenance program outlined in the vehicle and equipment owner's manuals and supplemental procedures.

8. RISK OF DAMAGE OR LOSS & INSURANCE

The County Commissioners and the Sheriff's Office are responsible any and all loss or damage to the vehicle and equipment while in its possession. The County Commissioners and/or the Sheriff's Office shall maintain insurance on the vehicle and equipment in case of fire, theft, damage, or destruction for the full amount of its current value. The cost of inspections and insurance is the responsibility of the County Commissioners and/or the Sheriff's Office. Insurance shall be maintained current throughout the entire term of this Agreement.

The Sheriff's Office shall furnish, annually, to Ohio EMA and BSSA the declaration page or memorandum copy of the insurance policy for the coverage required in this section. All insurance policies purchased by the County Commissioners shall carry the requirement that Ohio EMA and BSSA will be notified in writing thirty (30) days prior to the cancellation of any coverage for any reason.

9. WORKERS' COMPENSATION, CASUALTY AND LIABILITY INSURANCE

The County Commissioners and/or the Sheriff's Office shall be responsible for any and all workers' compensation benefits, pension or indemnity awards, premium contributions, casualty insurance premiums, and all other claims made by its employees or other duly authorized operators of the vehicle and equipment while such vehicle and equipment is used for the purposes described in this Agreement. Ohio EMA and BSSA shall assume no liability for injuries suffered.

Each party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. In no event shall any party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

10. TERM OF AGREEMENT

This Agreement shall remain in force and effect from the latest date written below through _____, 2019, or until such time as any party, upon ninety (90) days prior, written notice to the other parties, shall request its cancellation. This Agreement can be renewed prior to its expiration upon written agreement of all parties.

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

11. DESIGNATION OF STATE AS AGENT FOR THE LOCAL SHARE OF GRANTS

The County Commissioners and Sheriffs' Offices understand that U.S. Department of Homeland Security grant funds were used by Ohio EMA to purchase the interoperable communications vehicles on behalf of all 88 counties to increase efficiency of regional emergency preparedness and response. This Agreement among the Ohio EMA, BSSA, the County Commissioners and the Sheriff's Office was approved by the County Commissioners by resolution _____, dated 2/20/14.

12. SIGNATURE AUTHORITY

This Agreement among the Ohio EMA, BSSA, the County Commissioners and the Sheriff's Office was approved by the County Commissioners by resolution _____, dated 2/20/14.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year written below.

Executive Director
Ohio Emergency Management Agency
Date: _____

Executive Director
Buckeye State Sheriffs' Association
Date: _____

Director
Ohio Department of Public Safety
Date: _____

SI Joseph Browning
County Sheriff
Date: _____

SI Jeffrey Adkins
Gallia County Prosecuting Attorney
Date: 2/20/14

SI David K. Smith
President
Gallia County Board of Commissioners
Date: 2/20/14

The President entertained a motion to enter into the updated agreement and void the previous agreement. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

EMS PART TIME HIRE

EMS Director Larry Boyer recommended the following hire for approval:

EMS New Hire recommendations					
Name	City	Rate of Pay	Position	Full/PT	Start Date
Bryan D. Kirby	Gallipolis	\$9.27	EMTA	PT	2/21/2014

Harold G. Montgomery made and Brent Saunders seconded the motion to approve the hire as recommended by Director Boyer. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

CHILDREN SERVICES APPROPRIATION

President David Smith entertained a motion to approve an appropriation of \$6,500 to Children Services from the County General Fund to assist with their operations for FY 2014. 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, yea. The transfer of funds in this regard will be on the Transfer & Appropriations page of the journal dated 2/20/2014.

FINANCIAL REPORT

County Administrator Karen Sprague presented the Commission with the following financial reports for review:

- February 2014 Sales Tax Report
- 5th Amended Certificate of Estimated Resources

GREEN SEWER – DRAW # 68

County Administrator Karen Sprague presented the Commission with Draw # 68 for the Green Sewer Project for the following items:

- Stantec Inv. # 761239 - \$10,682.20
- Total = \$10,682.20

David Smith entertained a motion to approve draw resolution # 68 as submitted. Harold G. Montgomery moved and Brent Saunders seconded the motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

**PARTIAL RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-07-025-1)**

Karen Sprague, County Administrator, advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met the term of the mortgage being 10 years and a partial release is now warranted. A partial release is required since the county can only release 85% of the mortgage, which amount equals \$3,655.00. The balance of 15%, which amount equals \$645.00, must remain in effect until paid in full. The Prosecuting Attorney prepared the Partial Release of Real Estate Mortgage forms. David Smith entertained a motion that the Partial Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Justin & Tami Conrad

Harold G. Montgomery made and Brent Saunders seconded the motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea. Release of real estate mortgage forms will be signed by David K. Smith, as President of the Commission, and is on file in the County's CHIP files.

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a portion of a real estate mortgage executed by **JUSTIN AND TAMI CONRAD** to the above named County of Gallia, Office of Gallia County Commissioners, dated February 11, 2009 and recorded in Volume 482, Page 399, of the Mortgage Records of Gallia County, Ohio. (This document releases 85% of said mortgage, which equals \$3,655.00. The balance of said mortgage will remain in effect until paid in full, balance remaining equals \$645.00.)

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 20th day of February, 2014.

WITNESSES: COUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERS
s/ Karen Sprague *s/ David K. Smith*
s/ Lana J. Lane **DAVID K. SMITH, PRESIDENT**

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared David K. Smith, President of County of Gallia, Office of Gallia County Commissioners, to me personally known, who acknowledged that he did execute the foregoing instrument as such officer and that the same is his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Gallipolis, Ohio, the day and year last above written

s/ Connie Johnson
NOTARY PUBLIC

This instrument Prepared by: C. Jeffrey Adkins, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.

REVIEW RECORD - B-F-13-1AY-1
FINDING OF NO SIGNIFICANT IMPACT FOR AN ENVIRONMENTAL ASSESSMENT PROJECT

County Administrator Karen Sprague presented the Commission with the paperwork for approval of the Environmental Review Record for the following projects for which a finding of no significant impact was determined for an environmental assessment project could be made:

- #4 – Guyan Township – Street Improvements Project (County Engineer Bridge Replacement Project)
David Smith entertained a motion to approve the forms as presented contingent upon hearing no complaints thru end of the local comment period ending 4 pm 2/21/2014. 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, yea. All forms will be signed after the comment period by David Smith, as President of the Commission, and they are on file in the County's CDBG files.

ANIMAL SHELTER

Members of the group Friends of Gallia County's Animals and residents posed questions and concerns regarding the euthanasia of dogs at the animal shelter on 2/14/14. Commissioner Smith stated there is an ongoing investigation at this time and cannot discuss the details until the investigation is complete by the Sheriff's Office. Also discussed were shelter policies and procedures. In attendance were Beverly Coombs, Peg Callihan, Jamie Smith, Autumn Thomas, Lori Preston, David Campbell, Nathan Weatherholt, Patty Jones, Katelyn Carmichael, Rosetta Adkins, Susan Green, Brian Hendrickson of Riverbend Animal Clinic, and Mike Johnson of Civitas Media.

EXECUTIVE SESSION - CONTRACTS

At 10:05 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn, Belinda Jones, Kathy Campbell, Judge Dean Evans, Linda Warner, Debra Cardwell, Prosecuting Attorney Jeff Adkins, Terri James, and Belinda Burnett to discuss personnel issues, resignation, disciplinary action and negotiations. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 10:35 a.m.; no action taken.

LEAVE DONATION APPLICATION

Commissioners received the following leave donation application:

Department	Donating Employee	Receiving Employee	Hours Donated	Pay Period
JFS	David Carmin	Tande Rose	35.25	3/7/2014
JFS	Delorse Martin	Tande Rose	30	3/7/2014

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.

ANIMAL SHELTER UPDATE

Dog Warden Paul Simmers reported there are currently 13 dogs in the animal shelter and he has several projects in the works. Shelter reports are submitted on a weekly basis. No action taken.

EXECUTIVE SESSION - PERSONNEL

At 11:46 a.m. Harold G. Montgomery made and Brent Saunders seconded the motion to enter into executive session with County Administrator Karen Sprague and Dog Warden Paul Simmers to discuss a personnel issue regarding the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 12:10 p.m.; no action taken.

LICENSE BUREAU

Clerk of Courts Noreen Saunders requested the following for her bid to retain management of the registrar's office in Gallia County:

TO: WHOM IT CONCERNS
FROM: GALLIA COUNTY COMMISSIONERS
RE: CLERK OF COURTS – REGISTRAR OFFICE

The Gallia County Board of Commissioners wishes to note that as long as the Gallia County Clerk of Courts has a contract with the State of Ohio for operation of the License Bureau in Gallia County the Gallia County Commission will honor her request to utilize the Gallia County Title Office for Deputy Registrar purposes.

Currently, the Gallia County Clerk of Courts pays the Gallia County Commission from County Registrar funds \$600 per month for maintenance costs of the facility being utilized for these purposes.

Gallia County Commissioners

- Sl David K. Smith*
- Sl Brent Saunders*
- Sl Harold G. Montgomery*

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

FFA WEEK PROCLAMATION

The following were in attendance to request approval of a Proclamation for FFA Week in Gallia County: South Gallia FFA – Advisor Dave Pope, Lexie Johnson, Bailie Corbin, Chelsey Woerner, & Hailey Wallis. Buckeye Hills FFA – Joe Engle; Gallipolis FFA –Advisor Harold Benson & Thomas Holley; River Valley FFA – Advisor Richard Stevens & Patrick Brown. Harold G. Montgomery made and Brent Saunders seconded the motion to make the following proclamation. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

Whereas, FFA and agricultural education provide a strong foundation for the youth of America and the future of the food, fiber and natural resources systems; and

Whereas, FFA promotes premier leadership, personal growth and career success among its members; and

Whereas, agricultural education and FFA ensure a steady supply of young professionals to meet the growing demands in the science, business and technology of agriculture; and

Whereas, the FFA motto-"learning to do, doing to learn, earning to live, living to serve"-gives direction of purpose to these students who take an active role in succeeding in agricultural education; and

Whereas, FFA promotes citizenship, volunteerism, patriotism and cooperation.

Therefore, I do hereby designate the week of February 15 through 22, 2014, as FFA Week.

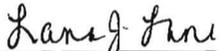
- Sl David K. Smith, President*
- Sl Brent Saunders, Vice President*
- Sl Harold G. Montgomery, Commissioner*

ADJOURN

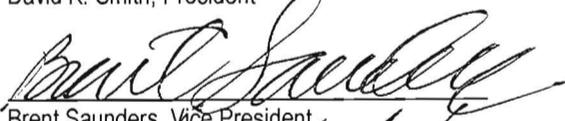
At 3:00 p.m. the President entertained a motion for adjournment. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.



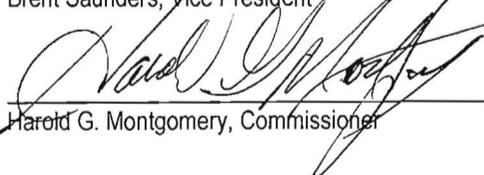
David K. Smith, President



Lana J. Lane, Clerk



Brent Saunders, Vice President



Harold G. Montgomery, Commissioner