

JULY 10, 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 July 3, 2014 minutes. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Auditor	Larry Betz	7/9/14	Columbus, Oh.	Weights & Measures meeting
Auditor	Larry Betz	7/11/14	Guernsey Co.	C.A.A.O. Southeastern District meeting

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

TRAVELING VIETNAM WAR MEMORIAL

Commissioners noted they all three attended the opening ceremony of the Traveling Vietnam War Memorial on Thursday, July 3, 2014 at 6pm.

2014 Canine Shelter 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
7/7	23	2	3	0	4	0	0	0	6	0	358	15	28

GREEN SEWER PHASE 2 – DRAW # 1

County Administrator Karen Sprague presented the Commission with Draw # 1 for the Green Phase 2 Sewer Project for the following items:

- Bricker & Eckler LLP Inv. # 618369 & 619998 - \$5,121.88
- Total = \$5,121.88

David Smith entertained a motion to approve draw resolution # 1 as submitted. 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.

HEALTH DEPT – 1ST QUARTER REPORT

Commission received and reviewed the Gallia County Health Department 1st Quarter Report which includes activities for February, March and April, 2014 and Board of Health minutes for April, May and June, 2014.

CHILDREN SERVICES

Children Services Director Russ Moore met with the Commission to provide an update on the Children Services Dept.

EXECUTIVE SESSION - CONTRACTS

Director Dana Glassburn requested executive session to discuss contracts. At 9:53 a.m. the President entertained a motion to enter into executive session with Dana Glassburn to discuss contracts. 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 10:26 a.m.; no action taken.

MEMORANDUM OF UNDERSTANDING (MOU)

Brent Saunders made and Harold G. Montgomery seconded the motion to approve an MOU between GCDJFS & Children Services. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

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 Gallia County Children Services Board (hereinafter "CSB"), establishes the cooperative procedures to effectuate the outsourcing of CSB fiscal processing to GCJFS as a vendor agreement.

1. TERM

Ohio Revised Code Section 5153.121 states in part that the Board of County Commissioners and the County Children Services Board may agree to permit any employee of the department of job and family services also to perform duties for the county children services board. An agreement made under this section may require the county children services board to pay a portion of the wages of any employee of the department of job and family services who also performs duties for the county children services board. This MOU shall serve as such agreement and the term shall commence July 1, 2014 and shall expire twelve (12) months from that date unless otherwise terminated or extended by formal agreement.

2. SCOPE OF SERVICE

GCDJFS will be the fiscal agent for CSB. Fiscal duties will include processing the following: payroll and non-payroll expenditures, invoices, IV-E reimbursements, ODJFS 2820 reports, ODJFS 1925 report, payment to foster care providers and other mutually agreed-upon fiscal duties.

3. GCDJFS' RESPONSIBILITIES

GCDJFS agrees:

- 1) *To employ necessary staff for the purpose of carrying out the functions described herein. Such staff will work within the GCDJFS Fiscal Unit.*

- 2) To process payroll and non-payroll expenditures (including but not limited to paying invoices, IV-E reimbursements, payment to foster care providers) and other mutually agreed-upon fiscal duties. All CSB fiscal transactions will require the approval of a CSB designated employee prior to processing. In that, CSB is responsible to determine need of expenditure based on eligibility, etc. GCDJFS will also process approved purchase requests submitted by CSB.
- 3) To process receipts and manage funding requests from ODJFS.
- 4) To complete ODJFS 2820 and 1925 reports.
- 5) To identify one person from GCDJFS who will be responsible for the day-to-day operations anticipated under this MOU.
- 6) To collect and report to CSB monthly statistics regarding total receipt and total expenditures for month and total fiscal year to date. A monthly report of budget versus actual expenditures to date will also be provided. To provide any additional essential fiscal reporting (mutually defined) in order to track and measure results.
- 7) To report any problems with the day-to-day operation of the Fiscal Unit to the designated contact person at CSB.
- 8) To meet with CSB management on a regular basis to discuss issues or problems and to ensure efficient coordination with CSB.
- 9) To maintain all records utilized to perform such fiscal duties.

4. CSB'S RESPONSIBILITIES

CSB agrees:

- 1) To provide supplies reasonably necessary to support the Fiscal Unit staff and its activities as it relates to this MOU. The fiscal 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 will be accomplished as soon as possible so as to ensure the continuing functions of the unit. To provide any specific equipment or software required (including maintenance) to perform the duties within this MOU.
- 2) To identify one CSB representative who will be responsible for communication between the two agencies as anticipated under this MOU.
- 3) To ensure that CSB staff who have any contact with the Fiscal Unit respect and adhere to county, state and federal confidentiality regulations and security measures. A breach of security may result in the immediate termination of this MOU.
- 4) To reimburse GCDJFS portion of the costs of the GCDJFS employee staffing the Fiscal Unit, for time spent performing fiscal agent responsibilities for CSB.
- 5) To provide a time card for CSB 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 for payroll processing. Timely processing and payment depends on CSB submitting time cards the first business day following the end of the pay period.
- 6) To provide the Fiscal Unit with documentation authorizing expenditures to be made.
- 7) To provide documentation to support Random Moment Sample (RMS) for the Fiscal Unit to post accurately.

5. BILLING AND PAYMENT

Billing and Payment – CSB will reimburse GCDJFS monthly based on invoices submit by GCDJFS which will be based on biweekly payroll information.

An invoice will be sent to CSB for the services provided by GCDJFS. The invoice will be sent to:

Children Services Board
ATTN: Executive Director
83 Shawnee Lane
Gallipolis, Ohio 45631

6. AVAILABILITY AND RETENTION OF RECORDS

- A. GCDJFS agrees that all records, documents, writing or other information, including but not limited to, financial records and documentation of compliance with Ohio Administrative Code rules, produced by CSB under this MOU, and all records, documents, writings or other information, including but not limited to financial records used by GCDJFS in the performance of this MOU are treated according to the following terms:
 1. All records relating to this MOU, will be retained and made available by both parties for inspection and audit by both parties, 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 as per Gallia County's Records Retention Schedule. If an audit, litigation or other action is initiated during the time period of the MOU, both parties shall retain such records until the action is concluded and all issues resolved, whichever is later.
- B. Both parties agree that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the other party. Both parties further agree 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 Director from both parties.
- C. GCDJFS agrees to keep all financial records in a manner consistent with requirements of Ohio Department of Job and Family Services and Gallia County Auditor. CSB agrees to provide the necessary records to support expenditures, grants, etc., in order to GCDJFS to perform fiscal agent responsibilities.
- D. CSB agrees that each financial transaction shall be fully supported by appropriate documentation prior to GCDJFS processing such transaction.

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.

CSB 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

This MOU may be terminated by either party, upon notice, in writing, delivered upon the other party 90 days prior to the effective date of termination. CSB, upon receipt of notice of termination from GCDJFS, agrees that it will reimburse GCDJFS for the applicable portion of all salaries up to the date of termination.

CSB shall not be relieved of liability to the GCDJFS for damages sustained by GCDJFS by virtue of any breach of the MOU by CSB.

11. NON-DISCRIMINATION

Both parties certify they are 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.

Neither party will discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. 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. Both parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating both parties comply with all applicable federal and state non-discrimination laws.

Both parties agree 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 either party.

12. SOLICITATION OF EMPLOYEES

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

14. DISCLOSURE

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

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 CSB 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

CSB agrees to comply with all federal and state laws applicable to GCDJFS and/or consumers of GCDJFS concerning the confidentiality of GCDJFS consumers. CSB 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. CSB 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 CSB and/or patients of CSB concerning the confidentiality of CSB customers. GCDJFS understands that any access to the identities of any CSB customers 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 CSB customers 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. Both parties agree to make copies of this MOU promptly available to any requesting party.

21. DRUG-FREE WORKPLACE

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

24. AMENDMENTS

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

25. CHILD SUPPORT

CSB agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring GCDJFS or the employees of CSB meets child support obligations established under state or federal law. Further, by executing this MOU CSB 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, CSB warrants that a finding for recovery has not been issued to CSB by the Ohio Auditor of State. CSB further warrants that CSB shall notify GCDJFS within one (1) business day should a finding for recovery occur during the MOU term.

27. MOU CONTACTS

A. GCDJFS Contacts

GCDJFS should contact the following GCDJFS staff with questions:

Name	Phone #446-3222	Title	Responsibility
Dana Glassburn	Ext. 229	Director	MOU changes, MOU language
Samantha Reese	Ext. 230	Fiscal Specialist	CSB Fiscal Activities

B. CSB Contacts

GCDJFS should contact the following CSB staff with any questions:

Name	Phone #	Title	Responsibility
Russ Moore	446-4963	Director	ALL

GCDJFS and CSB reserves the right to change/redirect contacts as needed. Both agencies agree to notify the other immediately of any such change to maintain appropriate operations.

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

SIGNATURES

Board of County Commissioners,
Gallia County, Ohio
Approved by Board on 7/10/2014
(Refer to Board minute record for official vote/approval)

Board of Children Services
Gallia County, Ohio
Approved by Board on 7/10/2014
(Refer to Board minute record for official vote/approval)

Authorized Signature:
s/ David K. Smith
President, Board of County Commissioners
Date: 7/10/2014

Authorized Signature:
s/ Phillip Skidmore
President, Board of Children Services
Date: 7/10/2014

Approved as to form:

By: s/ C. Jeffrey Adkins
Prosecuting Attorney
Gallia County, Ohio

PA FUNDS TRANSFER TO CSEA RESOLUTION

The Board of County Commissioners of Gallia County, Ohio, met in regular session on the 10th day of July 2014, with the following members present: Brent Saunders, Harold Montgomery, David K. Smith

Mr. Harold Montgomery moved for passage of the following Resolution:

RESOLUTION AUTHORIZING GCDJFS TO PROVIDE PA FUNDS (INCOME MAINTENANCE ALLOCATION, WHEN AVAILABLE AND NOT NECESSARY TO OPERATE PA), TO CSEA FOR THE USE TO COVER CEILING EXCESS FOR SFY14 AND TO INCLUDE FUTURE SFY YEARS THAT THE FUND IS AVAILABLE AND IS DEEMED NECESSARY TO OPERATE CSEA.

WHEREAS, Dana L. Glassburn, Director of the Gallia County Department of Job and Family Services is recommending based on the recommendation of Ohio Department of Job & Family Services, that the Board of Gallia County Commissioners approve the transaction between subsets Public Assistance and Child Support Agency to utilize the Income Maintenance Allocation to cover the ceiling excess that occurs in CSEA do the insufficient amount of state allocations; and

WHEREAS, accepting the Income Maintenance Allocation in CSEA will utilized as State Match for the Gallia County Child Support Agency (CSEA) to be able to better serve the children in Gallia County.

WHEREAS, said adjustment and the acceptance of the funds from Gallia County Department of Job & Family Service Public Assistance Fund will be an ongoing transfer from the signed date of this resolution and/or for as long as the Income Maintenance is available and/or is not needed for match in the Public Assistance Fund or needed to support other program as deemed necessary by the director and/or follow state/federal regulations; and

WHEREAS, the Board of County Commissioners of Gallia County, Ohio, recognizes the demands upon CSEA, through the Gallia County Department of Job and Family Services and the restrictions against transfer of federal and state funds between program areas and wishes to participate in a county adjustment of allocated funds between the Gallia County Job & Family Service Public Assistance Fund and the Gallia County Child Support in order to ensure the welfare of the children of Gallia County in accordance with Section 5101:9-6-05(H) of the Ohio Administrative Code and Ohio Revised Code Section 5705.14;

WHEREAS, the Board of County Commissioners of Gallia County, Ohio, deems this request to be in order and hereby approves the same permitting such action to occur upon approval of the GCDJFS Director.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners hereby finds and determines that all formal actions relative to the passage of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Mr. Brent Saunders seconded the Resolution and upon roll call, the vote resulted as follows:

Roll Call: Brent Saunders, yea; Harold Montgomery, yea; David K. Smith, yea

Adopted:

CERTIFICATE:

I, Karen Sprague, County Administrator/Acting Clerk of the Board of County Commissioners of Gallia County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #

s/ Karen Sprague
County Administrator/Acting Clerk
Board of County Commissioners
of Gallia County, Ohio

Approved by County Administrator s/ Karen Sprague Date: 7/10/2014

SENIOR CENTER TAX LEVY RESOLUTION # 1

Gallia County Senior Citizens Center Executive Director Shirley Doss met with the Commission to present a resolution # 1 for the Senior Center Tax Levy prepared by Gallia County Prosecuting Attorney Jeff Adkins. David Smith entertained a motion to approve the resolution as submitted. Harold Montgomery moved and Brent Saunders seconded the motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea.

**RESOLUTION
O.R.C. 5705.03(B)**

The Board of County Commissioners of Gallia County, Ohio, met in regular session on the 10th day of July, 2014, and the following members were present:

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

Mr. Harold Montgomery moves the adoption of the following Resolution:

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the purpose of the operation of the Gallia County Council on Aging, Inc., and

WHEREAS, the Board of County Commissioners of Gallia County, Ohio, requests certification from the Auditor of Gallia County, Ohio pursuant to Section 5705.03(B) of the Ohio Revised Code, therefore, be it

RESOLVED, by the Board of County Commissioners of Gallia County, Ohio, two-thirds of all members elected thereto concurring, that it is necessary to levy a tax in excess of the ten mill limitation for the benefit of the Gallia County Council on Aging, Inc., for the sole purpose of providing operating funds of said Gallia County Council on Aging.

And pursuant to Ohio Revised Code Section 5705.03(B), the Board of County Commissioners of Gallia County, Ohio, hereby requests the Auditor of Gallia County, Ohio to certify to the Board of County Commissioners of Gallia County, Ohio the total tax valuation of Gallia County the amount of money that would be generated by .5 mill, based upon the following:

Said levy is a renewal levy of 0.5 mill for each one hundred dollars of valuation, and which amounts to **five cents (\$.05)** for each one hundred dollars of valuation, which levy is a renewal levy as authorized by Section 5705.25 of the Ohio Revised Code.

RESOLVED that the Clerk of this Board of County Commissioners of Gallia County, Ohio be and she hereby is directed to certify a copy of this Resolution to the Auditor of Gallia County, Ohio.

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

PUBLIC HEARING – VACATING A PORTION OF VILLAGE OF PORTER ALLEY

At 11:30 a.m. President David K. Smith opened the public hearing for vacating a portion of an unnamed alley in the Village of Porter in Springfield Township with the following attendees: Roger Buttrick

The following statement from the County Engineer was read aloud:

July 8, 2014

RE: Petitioned alley in Springfield Township, Sections 24

Commissioners,

I have reviewed the request of said un-named alley to be vacated in Springfield Township. This change will not impact safety, health, or general welfare of the county. Therefore, I recommend the alley be vacated as petitioned:

The following is the general route and termini of said alley:

Beginning at the southeast corner of Lot 1, Original Village of Porter, Section 24, Township 6, Range 15, Springfield Township, Gallia County, Ohio and described as follows; thence along the south line of said Lot 1 and Lot 2 North 65 00' 00" East, 171.6 feet to the southeast corner of said Lot 2; thence leaving said Lot 2 and crossing the unnamed alley to be vacated herein South 25 00' 00" East, 25 feet to the northeast corner of said Original Village of Porter Lot 5; thence with the north line of said Lot 5 South 65 00' 00" West; 171.6 feet to the northwest corner of said Lot 5; thence leaving said Lot 5 and with the east line of Porter Road (C.R. 49) North 25 00' 00" West, 25 feet to the principle place of beginning.

If you should have any questions regarding this issue, please do not hesitate to contact my office.

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

Following a complete explanation of the petition and reading of the Engineer's report, the Commissioners heard no objections or concerns. The President entertained a motion to approve the vacation as recommended and submitted. Harold G. Montgomery made a motion noting no objections from the public, noting the sewer maps were checked to assure no Bidwell/Porter Sewer lines are located in the alley and based on recommendation from the County Engineer. Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

ANIMAL CLAIM

Commissioners reviewed an animal loss report submitted by the Assistant Dog Warden on 7/9/2014. The Claimant was Mark Wray for the loss of two chickens. No action was taken because the claimant had unlicensed dogs.

ADJOURN

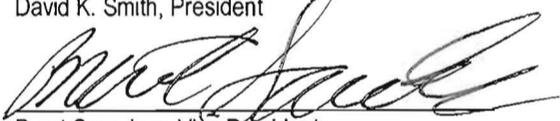
At 4:00 p.m. the President entertained a motion for adjournment. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.



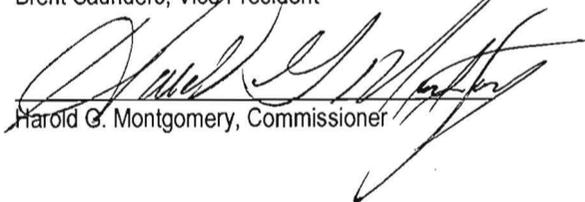
David K. Smith, President



Lana J. Lane, Clerk
(Minutes recorded by Karen Sprague, Co. Admin.)



Brent Saunders, Vice President



Harold G. Montgomery, Commissioner