

JULY 31, 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 24, 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:
JFS	Dana Glassburn	8/6 8/14 8/13 8/27	Columbus, OH	Area 7 meeting OJFSDA Exec. Comm. Mtg. OJFSDA Workforce Program Comm. Mtg. OJFSDA Col. Dist. Mtg.

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

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
7/28	37	8	0	1	0	1	0	0	16	0	371	25	30

OTIS ELEVATOR UPGRADES

County Administrator Karen Sprague presented the Commission with an email from Otis Elevator representative Lynn Dotey advising the summer intern that put together the elevator upgrade proposal for top of car handrails & sheave guards, had not reviewed the proposal with our Otis Mechanic Dave Willoughby first. Upon review of the proposal approved by the County before placing the parts order, Mr. Willoughby found that Gallia County's elevator cannot accept either of these safety upgrades. Ms. Dotey advised that due to their mistake and their partnership with Gallia County, they would like to offer 2 safety features that our county elevator does need to offer maximum protection for passengers for the same price as quoted for the top of car handrails & sheave guards. The proposal offers to provide Sight Guards normally sold & installed for \$2,800 and Optiguard normally sold & installed for \$3,900 = \$6,700, to the County for the total amount of \$2,810 (the amount of the prior agreement for top of car handrails & sheave guards. This is a savings of \$3,890 for the Sight Guards and Optiguard. Brent Saunders moved and David K. Smith seconded the motion to approve revising the elevator upgrades based on the new proposal from Otis Elevator. Roll call votes: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

KA SEWER – OEPA NOTICE OF TERMINATION – STORM SEWER CONSTRUCTION ACTIVITY

County Administrator Karen Sprague presented the Commission with a Notice of Termination form for storm sewer construction activity in conjunction with the Kanauga Addison Sewer Project. Letter from OEPA dated 7/22/14 noting inspection of the construction site to determine compliance with the NPDES permit. Letter notes the site meets the criteria of the NPDES permit and requests the County submit a Notice of Termination form. Brent Saunders moved and Harold G. Montgomery seconded the motion to approve the Notice Of Termination form as presented. Roll call votes: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

FY ' 2014 FAA VISION-100 GRANT FINAL APPLICATION REVISION

County Administrator Karen Sprague presented the Commission, on behalf of the Gallia-Meigs Regional Airport consultants Delta Airport Consultants Inc., with revised FY 2014 FAA VISION-100 Final Grant application SF-424 form and sketch for approval. The changes requested by the FAA were as follows:

- SF 424 project description line 15 needed to include the square yards of drainage improvements (approximately 52,100 square yards)
- Project sketch needs to highlight the specific areas for locations identified under the project description

The rest of the application remained the same as originally submitted.

President Smith entertained a motion to approve the revised FY 2014 FAA final application SF 424 form and project sketch as presented. Harold G. Montgomery made and Brent Saunders seconded a motion to approve the application as submitted. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; and Harold Montgomery, yea. David Smith, Pres., signed all signature blocks for the grant.

BOND CONTINUATION CERTIFICATE

Children Services Executive Director Russ V. Moore submitted his bond continuation certificate # 0514148 in the amount of \$10,000 through the Cincinnati Insurance Company. This bond is extended to 08/1/2015. Harold G. Montgomery made and Brent Saunders seconded the motion to approve bond as submitted and forward to Probate Court as per ORC 5153.13. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

BID AWARD – 2014 CHIPSEAL

Commissioners were in receipt of the following recommendation and contract:

July 31, 2014

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

Dear Commissioners,

I have reviewed the proposals for the 2014 Chipseal Project.

The lowest bid was received from the Shelly Company. The bid is responsive, and within 10% of 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 the Shelly Company.

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

CONTRACT

This agreement made and entered into this 31st. day of July, 2014 by and between The Shelly Company herein after called the "Contractor" and Gallia County, herein after called the "Local Public Agency."

WITNESSETH, that the Contractor and the Local Public Agency, for the considerations stated herein, mutually agrees as follows:

Article I: Statement of Work. The Contractor shall furnish all supervision, labor, tools, equipment, materials, hauling, and other items necessary to complete the Gallia County 2014 Chip Seal Project in accordance with the "Notice to Bidders," "Bid Proposal" and "Specifications."

Article II: The Contract Price. Gallia County and will pay the Contractor \$109,991.30 for the performance of the Contract based upon the prices stipulated in the "Bid Blank."

Article III: Performance Bond. A 100% performance bond as per O.R.C. 153.54 is to be executed and made a part of this contract.

In WITNESS THEREOF, the parties have caused this Agreement to be executed this 31st. day of July, 2014.

Witness: *s/ Jennifer Brown*

The Shelly Company

By: *s/ Trevor Small*

Gallia County Commissioners

s/ David K. Smith

s/ Brent Saunders

s/ Harold G. Montgomery

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

AMENDMENT FOR GIS

Assistant Engineer Brown submitted a "First Amendment to Grant Agreement" between the Ohio Development Services Agency and the Gallia County Board of Commissioners amending from July 9, 2014 to January 9, 2015. Harold G. Montgomery made and Brent Saunders seconded the motion to approve the amendment. 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 7/25/2014. The Claimant was Cindy Gee for the loss of three chickens. No action was taken because the claimant had unlicensed dogs.

CANINE SHELTER

Rene Farley discussed the "friends group" and asked what would happen if the group went away. She then read some information about the OCWA and their objectives and goals. She discussed budget issues and the Commissioners stated they are allocating all funds available to the canine shelter. Commissioner Smith said his goals are to meet the ORC requirements, minimize the number of dogs euthanized, operate the shelter within budget restraints, and protect the public. Commissioner Montgomery stated they support the Friends group and appreciate all their work and will not do anything to discourage the group. Nathan Weatherholt was also in attendance.

TITLE IV-D CLERK OF COURTS CONTRACT APPROVED

JFS Director Dana Glassburn submitted the Title IV-D contract for approval in the amount of \$51,142.74. President David K. Smith entertained a motion to approve the resolution as presented. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

RESOLUTION

In the matter of Resolution concerning the Title IV-D Service Contract between the Gallia County Child Support Agency (herein after referred to as "CSEA") and the Gallia County Clerk of Courts (herein referred to as "Contractor"). Be it resolved by the Board of County Commissioners of Gallia County, Ohio, to authorize said contract pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.17 of the Ohio Revised Code, and rule 5101:12-1-80 to 5101:12-1-80.4 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Jobs and Family services, the CSEA is authorized to enter into said contract with the Contractor for the purchased services on the 1st. day of July, 2014. The foregoing resolution was introduced upon a motion by Board member Saunders and the vote taken thereon resulted in the following:

Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

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

TITLE IV-D CONTRACT – PROSECUTOR

Prosecutor Jeff Adkins and DJFS Director Dana Glassburn submitted the following for approval:

RESOLUTION

In the matter concerning Title IV-D Service Contract between Gallia County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and the Office of the Gallia County Prosecuting Attorney (hereinafter referred to as "Contractor"). Be it resolved by the Board of County Commissioners of Gallia County, Ohio, to authorize said contract pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:12-10-45 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the CSEA is authorized to enter into said contract with the Contractor to the purchased services on the 1st day of July 2014.

The foregoing resolution was introduced upon a motion by Board member Harold G. Montgomery and seconded by Board member Brent Saunders and the vote taken thereon resulted

In the following:

Votes in favor of the resolution: 3

Votes opposed to the resolution: 0

Gallia County Commissioners:

s/ David N. Smith, President

s/ Brent Saunders, Vice President

s/ Harold G. Montgomery, Commissioner

This resolution adopted by the Gallia County, Ohio, Board of County Commissioners on the 31st day of July, 2014.

Attest: s/ Karen Sprague, County Administrator

PURCHASE OF SERVICE VENDOR CONTRACT – CONNECT OHIO INITIATIVE, LLC

JFS Director Dana Glassburn presented a purchase of service vendor contract between the Gallia County Department of Job and Family Services and Connect Ohio Initiative, LLC for the purpose of training and employability of participants through the COH's Digital Works project in Gallipolis, OH, through RAPID RESPONSE CFDA 17.27; TANF CFDA 93.558; or FAET CFDA 10.561. The contract will be effective from 7/1/2014 through 6/30/2015. Brent Saunders made and Harold G. Montgomery seconded the motion to approve the contract. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

RENEWAL SUBGRANT AGREEMENT WITH THE WOODLAND CENTER

DJFS Director Glassburn submitted the sub grant agreement (G-SFY15-0004) between the Gallia County DJFS and the Woodland Center is made pursuant to a grant award to the DJFS by ODJFS and is not for research and development purposes. The grant award is under the authority of TANF Title XX Transfer CFDA Number 93.558 Temporary Assistance to Needy Families Block Grant as administered by the US Dept. of Health & Human Services. The grant is in the amount of \$80,000 and will be in effect from 7/1/2014 through 6/30/2015.

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

COUNCIL ON AGING – LEASE AGREEMENT

Harold G. Montgomery made and Brent Saunders seconded the motion to approve the renewal lease agreement with Gallia County Council on Aging as follows. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea:

THIS AGREEMENT made and concluded at Gallipolis, Ohio, this 31st day of July, 2014, by and between the Board of County Commissioners of Gallia County, Ohio, hereinafter called Commissioners or Lessor and Gallia County Council on Aging, a non-profit corporation, Gallipolis, Ohio, hereinafter called Corporation of Lessee.

WITNESSETH:

The interests of Gallia County so require, and Ohio Revised Code Section 307.09 so permits a Board of County Commissioners to lease real estate belonging to the county to a Corporation not for profit for recreational purposes; and

WHEREAS, said Corporation desires to lease from Commissioners for recreational purposes a portion of the Gallia County Home, which purposes are not deemed to be inconsistent with the need of such land for public use by the County; and

WHEREAS, said Commissioners desire to lease to said Corporation a designated portion of the Gallia County Home located at 1165 State Route 160, Gallipolis, Ohio, for the purpose aforesaid; and

WHEREAS, the parties agree that the Corporation, at no time in the future, will assign or transfer its rights under this agreement; and

WHEREAS, the parties agree that in the event said Corporation does not use the facilities for the purposes expressed herein and fails to abide by the conditions set forth herein, Commissioners will take back possession of said facilities and use the same for its original purpose.

NOW, THEREFORE, BE it agreed by and between the parties hereto upon the considerations aforesaid and hereafter as follows:

1. Said area designated by the parties located at the address herein before referred to is leased to said Corporation for the term of five (5) years commencing August 1, 2014 and ending on July 31, 2019.

2. That the consideration for said Lease shall be the sum of one (1) dollar per year, payable in advance each year during said term and the benefits conferred upon the populace of this County by having an existing Corporation to provide for the recognized recreational need. Either party, however, may terminate this lease by giving ninety (90) days written notice of such intention to the other party.

3. The first payment under this lease will be due payable August 1, 2014. Subsequent payments will be due and payable the first of August each year hereafter for the term of this lease.

4. Lessee shall have the right and option to renew lease for a further term of five (5) years, commencing on the expiration of the term hereof, at the same rental and subject to all the terms, covenants and provisions of this lease. Said option shall be exercised by giving Lessor written notice of Lessee's intention to exercise said option no less than thirty (30) days prior to date of expiration of the term hereof, provided no defaults exist in the covenants, agreements, terms and conditions on the part of the Lessee to be kept and performed or in payment or rent hereunder. Said renewal option shall in no way be extended by interim renewals, to exceed (40) years from the date of the first renewal.

5. Lessee agrees to carry adequate liability insurance to cover the portion of county property leased herein and used by the Corporation.

6. Lessor shall have the right to make such additions, alterations, and improvements in and to the building on the demised premises as is deemed necessary or desirable provided, however, that in constructing such additions, alterations, or improvements, Lessor does not unreasonably interfere with the operation of Lessee's activities.

7. Lessee agrees to make no structural changes or alterations in the premises or the improvements thereof without first obtaining Lessor's written consent, and any permissions given by the Lessor to make structural changes or alterations shall be on condition that the work shall be at the Lessee's expense, unless otherwise agreed in writing, and shall be in accordance with the Building Code of the State of Ohio, and shall be such as not to weaken any structure or building. All additions, fixtures, improvements and repairs made upon said premises by Lessee are thereafter the property of the Lessor.

8. In the event that Lessee erects any alterations or improvements to the premises as hereinabove provided, Lessee hereby agrees to and does indemnify Lessor against any mechanics liens that may be filed against the within demised premises for labor, and/or material furnished, and in the event any such lien is filed, Lessee will immediately pay the same and cause it to be satisfied and discharged of record.

9. Lessee shall not commit or suffer any waste or damage to any building or improvements on the demised premises.

10. Lessee agrees that Lessor or its representatives shall have the right at all reasonable times to enter upon and to inspect the demised premises to ascertain that Lessee is carrying out the terms, conditions and provisions hereof, and to make the necessary repairs, improvements and alterations as hereinabove provided.

11. Lessee shall, upon termination of the lease by lapse of time or otherwise, surrender up and deliver the premises together with all improvements made thereon by Lessee in as good order and repair as when first received or constructed by him, reasonable wear and use thereof and damage by fire and the elements excepted.

12. Lessee agrees to indemnify and save Lessor harmless from all loss, cost and expense by reason of injury to any person or personal property on or about the demised premises, which results from the careless or improper conduct on the part of Lessee's agents or employees. Lessee further agrees to carry public liability insurance in the amount sufficient to cover its use of said premises.

13. It is distinctly understood between the parties hereto that all agreements and understandings of any character heretofore had between them are embodied in this instrument, and no changes shall be made herein unless the same shall be in writing and duly signed by the parties hereto in the same manner and form as this lease has been executed.

14. Any personal property in the demised premises shall be kept at the risk of the Lessee only, and Lessor shall not be liable for any damage to said personal property, or said premises, or to Lessee arising from the bursting or leaking of water or steam pipes, or from the accident or neglect of any other person whatsoever other than willful or negligent acts of the Lessor, its officers, agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seal the day and year first written above herein.

WITNESS IN THE PRESENCE OF: GALLIA COUNTY COUNCIL ON AGING
s/Denetta McCade s/Shirley A. Doss, Executive Director

WITNESS IN THE PRESENCE OF: GALLIA COUNTY COMMISSIONERS
s/Lana J. Lane, Clerk to the Board s/David K. Smith, President
s/Brent Saunders, Vice President
s/Harold G. Montgomery, Commissioner

STATE OF OHIO, GALLIA COUNTY, OHIO, SS:

Personally appeared before me, a Notary Public, in and for said county, the above who acknowledged that they did sign the foregoing instrument and that the same in the free act and deed of each of them personally, and as such officers, under authority of resolutions properly approved.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 31st. day of July, 2014.

s/Connie Johnson
NOTARY PUBLIC

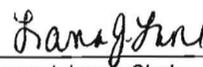
****At 11:15 a.m. Commissioners attended the Gallia County Fair festivities.**

ADJOURN

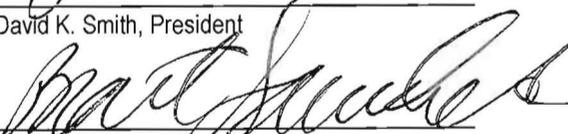
At 3:00 p.m. the President entertained a motion for adjournment. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.



David K. Smith, President



Lana J. Lane, Clerk



Brent Saunders, Vice President



Harold G. Montgomery, Commissioner

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