

MARCH 19, 2015

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

The President entertained a motion for approval of the March 12, 2015 minutes. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

2015 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Tot... .. Foster
3/15	10	8	1	1	10	0	0	0	20	18	0	1	0	2

FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- 6th Amended Certificate of Estimated Resources
- Sales Tax Report for March 2015

RESOLUTION – 2015 CHIP GRANT PARTNERSHIP AGREEMENT

WHEREAS, the County of Gallia & County of Meigs, State of Ohio, are applying for a 2015 Community Housing Impact and Preservation Program (CHIP) grant for the entire Counties of Gallia and Meigs and;

WHEREAS, the County of Gallia & County of Meigs intends to rehabilitate, through a loan/grant program, substandard homes in the Counties of Gallia and Meigs if awarded funding.

NOW THEREFORE, the County of Gallia, hereinafter called the "Grantee" and the County of Meigs, hereinafter called the "Partner", agree to the following Partnership Agreement.

Harold Montgomery moved and David Smith seconded a motion to approve the 2015 CHIP Grant Partnership Agreement as presented. Roll call votes: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea.

**Partnership Agreement for the
Community Housing Impact and Preservation Program
Between
Gallia County & Meigs County**

The Counties of Gallia and Meigs hereby enter the following partnership agreement for a 2015 grant application as well as implementation and administration of the Community Housing Impact and Preservation Program for years 2015 – 2017 if the grant application request is funded by the Ohio Development Services Agency, Office of Community Development (ODSA, OCD). The following are ODSA, OCD required contents for said partnership agreements:

- A. Designate an applicant/grantee for the partnership to apply for CHIP funding
 - a. The Counties of Gallia and Meigs agree that Gallia County will be applicant/grantee for the 2015 CHIP application.
- B. Execute a partnership agreement between the grantee and each jurisdiction within the partnership that is eligible to receive CHIP funds from the state
 - a. The CEO of the Board of County Commissioners of grantee Gallia County and partner Meigs County will both execute the partnership agreement.
- C. Upon execution of the agreement, partner Meigs County becomes a part of the grantee's program for purposes of program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the 2015 CHIP grant period.
- D. Outline in the details of the agreement if the responsibility of hiring a grant administrator transfers to a partner or if that responsibility will remain with the grantee
 - a. Gallia County Administrator Karen Sprague will provide administration and oversight of the 2015 CHIP grant, as well as monitoring and oversight of the implementation performed by Gallia-Meigs Community Action Agency.
 - b. The grantee (Gallia County) will be responsible for entering into an administrative agreement with Gallia-Meigs Community Action Agency to provide implementation for the 2015 CHIP grant.
 - c. Meigs County is hereby agreeable to utilizing Gallia-Meigs Community Action Agency for implementation of the 2015 CHIP grant.
- E. The responsibility for filing mortgages on properties, retaining program income, and redistributing program income should either collectively be the responsibility of either the grantee or each partner
 - a. Gallia-Meigs Community Action Agency will file the mortgages on properties for the 2015 CHIP grant:
 - i. Gallia County Commissioners will be listed as the lender for mortgages filed in Gallia County.
 - ii. Meigs County Commissioners will be listed as the lender for mortgages filed in Meigs County.
 - b. Gallia County Administrator Karen Sprague will provide administration over retaining program income from the 2015 CHIP grant mortgages that are filed in Gallia County as well as expending program income for future housing projects. This will include completion of the semi-annual housing program income reports and the Housing Program Income Agreement with ODSA, OCD.
 - c. Meigs County Grants Administrator Denise Alkire will provide administration over retaining program income from the 2015 CHIP grant mortgages that are filed in Meigs County as well as expending program income for future housing projects. This will include completion of the semi-annual housing program income reports and the Housing Program Income Agreement with ODSA, OCD.
- F. Details of fiscal obligations. Determine if the grantee will pay contractors in partnering jurisdictions directly, or if each partner will directly pay contractor invoices then get reimbursed by the grantee upon submission of complete source documentation verifying that invoices are paid.

- a. Gallia County will pay each contractor directly from the grant fund that will be established with the Gallia County Auditor's department for this grant. This will be a part of County Administrator Karen Sprague's responsibility as grant administrator.
- b. The breakdown of funds per Gallia and Meigs County on the attached spreadsheet is an expectation that those budgeted funds will be spent in the specific jurisdictions, however if projects are not contracted in those specific jurisdictions within the grant specified time frame the amounts could change based on which county has projects ready to go under contract within the grant specified time frames.
- c. Grantee Gallia County will maintain record availability for monitoring purposes as well as retaining all grant & project record for the required time period after the financial closeout.
- G. Outline who will manage grant fund administration and implementation. Actions should be considered when distributing funds based on need, performance, timeliness, outcome achievement, and availability of funds. Funds distributed from grantee to partner are budgeted, not awarded, based on the planning process. Therefore, it is simply an expectation that those budgeted funds will be spent in that specific jurisdiction. It is ultimately the grantee's responsibility to ensure all elements of the grant agreement are carried out prior to closeout.
 - a. Gallia County will pay administrative funds to partner Meigs County directly from the grant fund that will be established with the Gallia County Auditor's department for this grant. This will be a part of County Administrator Karen Sprague's responsibility as grant administrator. These funds are budgeted based on the attached spreadsheet that is made a part of this partnership agreement.
 - b. The breakdown of funds per Gallia and Meigs County on the attached spreadsheet is an expectation that those budgeted funds will be spent in the specific jurisdiction, however if projects are not contracted in those specific jurisdictions within the grant specified time frame the amounts could change based on which county has project ready to go under contract within the grant specified time frames.
- H. Language affirming that information will be provided to the grantee as necessary for reporting purposes.
 - a. Partner Meigs County agrees to provide information to Grantee Gallia County as is necessary for grant reporting purposes.
- I. Language affirming that all records will be retained by the grantee after financial closeout.
 - a. Grantee Gallia County will retain all records for the grant required time period after financial closeout of the grant is completed.
- J. Language affirming that all parties have a mutual understanding that they are compliant with Program Policy Notice: OCD 13-04, Agreements for Grant Administration of Office of Community Development Programs.
 - a. The Counties of Gallia and Meigs are both in agreement that Program Policy Notice: OCD 13-04 will be followed for contracting Gallia-Meigs Community Action Agency for the 2015 CHIP grant implementation.
- K. Language affirming which partnering jurisdiction's PPM will be adopted for the 2015 CHIP grant
 - a. The Counties of Gallia and Meigs are both in agreement that Gallia County's PPM will be adopted and utilized for the purposes of the 2015 CHIP grant.
- L. This agreement covers the 2015 CHIP program awarded with funds from the state's CDBG, HOME, and OHTF allocations.
- M. This agreement shall remain in effect until the 2015 CHIP funds are expended and the funded activities are complete and closed out.
- N. This agreement provides that grantee Gallia County and partner Meigs County agree that they cannot terminate or withdraw from the partnership agreement while it remains in effect for the period of time specified in the grant agreement with the ODSA, OCD.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 19th day of March, 2015.

WITNESSES:
s/ Karen Sprague

COUNTY OF GALLIA
s/ Brent Saunders
BRENT SAUNDERS, PRESIDENT
GALLIA COUNTY COMMISSIONERS

The foregoing Agreement is hereby approved as to legal form and content.

s/ C. Jeffrey Adkins / btw
C. JEFFREY ADKINS
COUNTY OF GALLIA PROSECUTING ATTORNEY

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2015.

RANDY SMITH, PRESIDENT
MEIGS COUNTY COMMISSIONERS

The foregoing Agreement is hereby approved as to legal form and content.

COLLEEN S. WILLIAMS
COUNTY OF MEIGS PROSECUTING ATTORNEY

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:

- #1 – Gallipolis Village – Street Improvements Project (SR 588 Slip Repair Project)
- #4 – Crown City Village – Parks & Recreation Facilities Project (Restroom Facility Project)

Brent Saunders entertained a motion to approve the forms as presented contingent upon hearing no complaints thru end of the local comment period ending 4 pm 3/19/2015. Harold Montgomery made and David Smith seconded that motion. Upon roll call votes were as follows: Brent Saunders, yea; Harold Montgomery, yea; David Smith, yea. All forms will be signed after the comment period by Brent Saunders, as President of the Commission, and they are on file in the County's CDBG files.

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

MATERIALS BID AWARD

The Commissioners were in receipt of the following:

March 19, 2015

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

Commissioners,

After reviewing the bids received on February 19, 2015, I hereby recommend the following be awarded:

<u>ITEMS</u>	<u>COMPANY</u>	<u>DEL'VD. PRICE</u>
CHOKE	MELVIN STONE	\$15.50
CRUSHER RUN	MELVIN STONE	\$17.20
304	MELVIN STONE	\$17.20
410	MELVIN STONE	\$17.20
617	MELVIN STONE	\$17.20
9	LATHAM LIMESTONE	\$16.50
8	MELVIN STONE	\$17.45
8 WASHED STONE	LATHAM LIMESTONE	\$18.00
57	MELVIN STONE	\$17.45
57 WASHED STONE	LATHAM LIMESTONE	\$18.00
4	MELVIN STONE	\$17.45
2	MELVIN STONE	\$17.45
DUMP ROCK (C)	MELVIN STONE	\$23.95

Respectfully,

s/ Jennifer Brown

Jennifer Brown, P.E.
Gallia County Engineer

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

CONTRACT

This contract, made this 19th day of March 2015, between the County of Gallia, hereinafter called the party of the first part, and Latham Limestone, hereinafter called the party of the second part.

WITNESSETH: That for and in consideration of payments hereinafter mentioned to be made the party of the first part, the party of the second part agrees to furnish gasoline and on and off road diesel fuel according to the plans and specifications and estimates and to the satisfaction and acceptance of the party of the first part.

The party of the second part further covenants and agrees that the following papers shall be bound with, or accompany, and be an essential part of this contract. Specifications, Bid Form, Contract, Corporate Resolution, Affidavit of Non-Delinquency Personal Property Taxes, Affidavit in Compliance, Non-Collusion Affidavit.

The party of the first part shall pay to the party of the second part, under this contract monthly for the following materials:

9	\$16.50 /ton
#8 Washed	\$18.00/ton
#57 Washed	\$18.00/ton

Both parties agree that the provisions of Chapter 4115, Ohio Revised Code, and Related Sections, shall be complied with, in all respects under this contract.

IN WITNESS WHEREOF: The parties hereto have caused their names to be affixed by their duly authorized officers and caused their corporate seals to be affixed hereto.

GALLIA COUNTY COMMISSIONERS

s/ Brent Saunders

s/ Harold G. Montgomery

s/ David K. Smith

CONTRACTOR

s/ Randy Grooms

Title: Sales Representative

Address: 6424 SR 124

Latham, OH 45646

CONTRACT

This contract, made this 19th day of March 2015, between the County of Gallia, hereinafter called the party of the first part, and Latham Limestone, hereinafter called the party of the second part.

WITNESSETH: That for and in consideration of payments hereinafter mentioned to be made the party of the first part, the party of the second part agrees to furnish gasoline and on and off road diesel fuel according to the plans and specifications and estimates and to the satisfaction and acceptance of the party of the first part.

The party of the second part further covenants and agrees that the following papers shall be bound with, or accompany, and be an essential part of this contract. Specifications, Bid Form, Contract, Corporate Resolution, Affidavit of Non-Delinquency Personal Property Taxes, Affidavit in Compliance, Non-Collusion Affidavit.

The party of the first part shall pay to the party of the second part, under this contract monthly for the following materials:

Choke	\$15.50 /ton
Crusher Run	\$17.20/ton
304	\$17.20/ton
410	\$17.20/ton
617	\$17.20/ton
8	\$17.45/ton
57	\$17.45/ton
4	\$17.45/ton
2	\$17.45/ton
Dump Rock (C)	\$23.95/ton

Both parties agree that the provisions of Chapter 4115, Ohio Revised Code, and Related Sections, shall be complied with, in all respects under this contract.

IN WITNESS WHEREOF: The parties hereto have caused their names to be affixed by their duly authorized officers and caused their corporate seals to be affixed hereto.

GALLIA COUNTY COMMISSIONERS

CONTRACTOR

s/ Brent Saunders
s/ Harold G. Montgomery
s/ David K. Smith

s/ Randy Grooms
Title: Sales Representative
Address: P.O. Box 158
Sabina, OH 45169

CREATE NEW FUND
STATE SEXUAL OFFENDER REGISTRATION

Heather Casto requested the Commission create a new fund for the Sexual Offender Registration as required by Ohio Revised Code (R.C.) 311.172, requiring all county sheriffs to collect a one-time fee of \$100 for individuals required to register under R.C. 2950.04 or 2950.041 as sexual offenders. This fee only applies to first-time registrants who were convicted on or after September 29, 2013 and is additional to fees currently charged under R.C. 311.171. Once the fee is collected, each sheriff must transmit the money to its county treasurer's office. The transfer must occur on or before the 20th of each month. The county treasurer will then transfer the funds to the Ohio Treasurer's office to be credited to the Rape Crisis Program Trust. Brent Saunders entertained a motion to approve the request, and to ask the County Auditor's Office to create a new fund titled "State Sexual Offender Registration", give that fund number 332 with line items as follows:

- Expense line items needed are as follows:
- Create 332.0332.533800 State Remittance
- Revenue line item needed is as follows:
- Create 332.4000.400100 Fees Collected

David K. Smith moved and Harold G. Montgomery seconded this motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

EXECUTIVE SESSION - CONTRACTS

At 9:30 a.m. Harold G. Montgomery made and David K. Smith seconded the motion to enter into executive session with County Administrator Karen Sprague to discuss contracts. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 10:22 a.m.; no action taken.

EXECUTIVE SESSION - PERSONNEL

At 10:25 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 David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 10:55 a.m.; no action taken.

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

Gallia County Developmental Disability Superintendent Rosalie Durbin and Administrative Assistant Ellen Rainey were present for March DD Awareness month. The theme this year is "Can Do Like You". The President proclaimed the following:

Whereas: Individuals with developmental disabilities, their families, friends, neighbors and co-workers encourage everyone to focus on the abilities of all people; and,

Whereas: the most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution; and,

Whereas: opportunities for citizens with developmental disabilities to function as independently and productively as possible must be fostered in our community; and,

Whereas: we encourage all citizens to support opportunities for individuals with developmental disabilities in our community that include full access to education, housing, employment, and recreational activities; and,

Now, therefore, we, the Gallia County Commissioners, do hereby proclaim March, 2015 as Developmental Disabilities Awareness Month and recognize that our communities are stronger when everyone participates. Take time to get to know someone with a disability, recognize that a person with a developmental disability can do like you!

Signed this 19th day of March, 2015

Brent Saunders, President

Harold G. Montgomery, Vice President

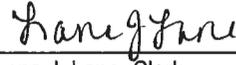
David K. Smith, Commissioner

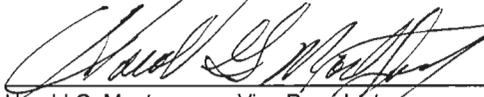
Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Also, in attendance were Adult Service Director Tim Stout, and Kyle Phoenix.

ADJOURN

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


Brent Saunders, President


Lana J. Lane, Clerk


Harold G. Montgomery, Vice President


David K. Smith, Commissioner