

NOVEMBER 22, 2016

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

The President entertained a motion for approval of the November 17, 2016 minutes. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

2016 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)	Total in Foster
11/20	11	5	1	0	10	0	0	0	16	12	0	0	0	0

FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- Sales Tax Report for November 2016
- 15th Amended Certificate of Estimated Resources

GREEN SEWER PHASE 2 – DRAW # 17

County Administrator Karen Sprague presented the Commission with Draw # 17 for the Green Phase 2 Sewer Project for the following items:

- Stantec Inv. # 1125449 - \$3,854.64
- Total = \$3,854.64

Harold Montgomery entertained a motion to approve draw resolution # 17 as submitted. Brent Saunders moved and David K. Smith seconded the motion. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea.

RESOLUTION – OHIO POWER COMPANY WORK REQUEST FOR LS #4 GREEN PHASE 1

County Administrator Karen Sprague presented the Commission with a work request for Ohio Power Company for installation of Lift Station #4 for Green Sewer Phase 1 in the amount of \$5,454.57. Harold Montgomery entertained a motion to approve the work request as presented. David K. Smith moved and Brent Saunders seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

FY ' 2018 - 2027 TEN YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM PACKAGE

County Administrator Karen Sprague presented, on behalf of the Gallia-Meigs Regional Airport Consultants Delta Airport Consultants, the Commission with the FY 2018 – 2027 Ten Year Airport Capital Improvement Program Package for approval. The package reflects projects for funding during the 10-year period as follows:

1. FY 2017 Terminal Building Siting, Utilization and Preliminary Design Study; Pen-and-Ink ALP Revisions – Study = \$49,000 total = \$44,100 federal entitlement grant + \$2,450 State Non-FAA grant + \$2,450 local match
2. FY 2017 New/Renovate Terminal Building – P/S, Reimbursement for FY 2016 Study = \$85,000 total = \$76,500 federal entitlement grant + \$4,250 State Non-FAA + \$4,250 local match
3. FY 2018 Carryover NPE
4. FY 2019 New/Renovate Terminal Building – Bidding, CCM/A = \$575,000 total = \$479,400 federal entitlement grant + \$28,750 State Non-FAA grant + \$28,750 local match + \$38,100 other (possibly SODI, ARC, ODOT, DOD grants)
5. FY 2020 Conduct Wildlife Hazard Assessment (WHS) per FAA WHS Group 3 Classification = \$20,000 total = \$18,000 federal entitlement grant + \$2,000 local match
6. FY 2020 Aeronautical Survey for WAAS LPV IAP Runways 5 and 23 = \$67,000 total = \$60,300 federal entitlement grant + \$6,700 local match
7. FY 2021 TW "A" (650' x 30'), TW "B" (1912' x 30') Removal; TW "A" Relocation – P/S, Bidding, CCM/A = \$559,000 total = \$221,700 federal entitlement grant + \$281,400 State Non-FAA + \$55,900 local match
8. FY 2022 ALP/MP Update per current physical airport conditions and AGIS, Exhibit A requirements = \$145,000 total = \$130,500 federal entitlement grant + \$14,500 local match
9. FY 2023 Runway 5-23 runway/taxiway extension – Land Acquisition = \$200,000 total = \$180,000 federal entitlement grant + \$20,000 local match
10. FY 2024 Runway 5-23 runway/taxiway extension – BCA = \$30,000 total = \$27,000 federal entitlement grant + \$3,000 local match
11. FY 2025 Runway 5-23 runway/taxiway extension – Environmental Assessment = \$90,000 total = \$81,000 federal entitlement grant + \$9,000 local match
12. FY 2026 Runway 5-23 runway/taxiway extension – P/S = \$75,000 total = \$67,500 federal entitlement grant + \$7,500 local match
13. FY 2027 Runway 5-23 runway/taxiway extension – CCM/A = \$2,500,000 total = \$2,250,000 federal entitlement grant + \$250,000 local match

Karen Sprague advised that Delta Airports noted that this is a wish list and the Federal and State funding is not certain. David K. Smith made and Brent Saunders seconded a motion to approve the grant application as presented. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea. Harold Montgomery, Pres, signed all signature blocks for the grant.

FY ' 2017 FAA VISION-100 GRANT PROGRAMMING APPLICATION INFORMATION

Karen Sprague presented the Commission, on behalf of the Gallia-Meigs Regional Airport consultants Delta Airport Consultants Inc., with FY 2017 FAA VISION-100 Programming Grant information. The application will reflect \$136,000 total project cost broken down as follows:

- \$49,000 Terminal Building Siting, Utilization & Preliminary Design Study; Pen-and-ink ALP Revisions = \$44,100 Federal + \$2,450 State + \$2,450 local match
- \$85,000 New/Renovate Terminal Building-Plans/Specs, Reimbursement for FY 2016 Study = \$76,500 Federal + \$4,250 State + \$4,250 local match
- \$2,000 Administration = \$1,800 Federal + \$100 State + \$100 local match
- \$136,000 TOTAL = \$122,400 Federal + \$6,800 State + \$6,800 local match

The application reflects a 90% federal grant, 5% state grant with a 5% local match. The matching funds are from the County's General Fund, will be transferred to the Airport Fund #036 at the beginning of 2017 and will be appropriated into the FAA grant local match line item under the 2017 Appropriation Resolution.

Ms. Sprague noted this is a programming application using estimates of what the costs will be for this project and the final application with exact costs will be submitted later. The programming applications are due to the FAA by 12/1/2016.

Brent Saunders made and David K. Smith seconded a motion to approve the programming application. Upon roll call votes were as follows: Harold Montgomery, yea; David Smith, yea; and Brent Saunders, yea. Harold Montgomery, Pres, signed all signature blocks for the grant.

FY 2015 CDBG CD GRANT (B-F-15-1AY-1) – AMENDMENT APPROVAL

County Administrator Karen Sprague presented the Commission with the amendment form for the County's FY 2015 CDBG CD Grant (B-F-15-1AY-1) for submittal to the Ohio Development Services Agency, Office of Community Development. Ms. Sprague explained the amendment is needed to move grant funds from 2 projects where the bids came in under the original engineers estimate and move these funds into another project where the bid came in over the engineer's original estimate. Ms. Sprague also noted that all original grant certified outcomes for the projects are being met, the only change is monetary. Ms. Sprague also advised that since the monetary changes are more than 10% for all three projects the ODSA grant rules require a grant amendment. Harold Montgomery entertained a motion that the amendment form be approved and signed as presented. David K. Smith made and Brent Saunders seconded that motion. Upon roll call votes were as follows: Harold G. Montgomery, yea; David K. Smith, yea; Brent Saunders, yea.

GALLIIPOLIS CITY SCHOOL DISTRICT- SHERIFF

The President entertained the motion to approve the following agreement presented by Sheriff Joseph Browning. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

Gallipolis City School District

61 State Street
Gallipolis, OH 45631-1131

Office: 740-446-3211
Fax: 740-446-6433

CONSULTANT AGREEMENT

This Agreement is entered into by and between the Gallipolis City School District Board of Education ("Board") and Gallia County Sheriff's Office (Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

I. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the following services:

The Service of 8 hour Student Resource Officer for the 2016-2017 school year (within the school standard year 174 days as funding permits).

The Consultant shall exercise independent professional judgment at all time and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

II. FEES

The Board shall pay the Consultant for 174 days for the 2016-2017 school year with the total amount of fees payable to the Consultant during the term of this Agreement not exceeding \$38,000.00. The Consultant shall provide documentation of services as required by the Board, and payment shall be made within thirty (30) days of receipt of documentation. Once the \$38,000 is expended within the 174 day period the contract shall end. Additional funding including but not limited to federal and/or state grants, gifts or local funding can supplement the \$38,000 to extend the contract period.

III. FREQUENCY OF SERVICES [Select Option]

_____ The Consultant shall provide the described services on an as-needed basis upon request of the Board's superintendent, who shall have the sole discretion to determine the quantity of services, if any, to be provided by the Consultant under this Agreement; use of the Consultant shall not create any expectation regarding further use, and the Board shall have no continuing obligation to utilize the services of the Consultant during the term of this Agreement or thereafter.

OR

X The Consultant shall provide the following quantity of services during the term of this Agreement.

IV. TERM

This Agreement shall be in effect from August 23, 2016 through May 25, 2017. The Board or Gallia County Sheriff may terminate this contract with 30 day's notice given. The Board may terminate this Agreement with 30 days notice only by giving notice to the Consultant at the address contained herein if the Board determines, in its sole discretion exercised in good faith, that the Consultant has violated any applicable law, rule, regulation, or policy; failed to perform any duty or warranty under this Agreement; or made a misrepresentation which materially affects the level or quality of services; or if the Board is otherwise dissatisfied with the Consultant's performance.

V. RELATIONSHIP OF THE PARTIES

The consultant is an independent contractor and may not hold himself/herself out to individuals receiving services or to others as the employee or agent of the Board. The Consultant is not required to perform services exclusively for the Board and may perform the same or similar services for others. The Consultant is responsible for all expenses incurred in rendering services under this Agreement, and the Consultant agrees to hold the Board harmless from any such expenses. At his or her sole cost, the Consultant shall maintain all licenses/certifications required by law, shall secure professional liability insurance and any other insurance required by law, and shall pay all taxes and/or fees required by law. The Consultant shall indemnify and hold the Board harmless from and against any claim asserted by, or any liability to, any person on account of injury, death, or damage to property arising out of the Consultant's acts or omissions in the performance of the Agreement. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

VI. MISCELLANEOUS PROVISIONS

This Agreement creates no third party beneficiaries.

This document sets forth the entire agreement of the parties and supersedes all prior agreements or contracts, whether oral or written between the parties.

CONSULTANT
Gallia County Sheriff's Office
18 Locust Street
Gallipolis, OH 45631
s/ Joseph Browning, Sheriff
s/ C. Jeffrey Adkins, Prosecuting Attorney

BOARD OF EDUCATION
s/ Lynn Angell, President
s/ Roger D. Mace, Superintendent
s/ Ellen M. Marple, Treasurer
s/ Troy Johnson, Supervisor

Gallia County Commissioners
s/ Harold G. Montgomery, President
s/ David K. Smith, Vice President
s/ Brent Saunders, Commissioner

OSU – AGENCY UPDATE – BUDGET REVIEW

Director Tracy Winters and ANR Educator Jeff Moore presented the Commission with an agency update of various activities and presented a copy of 2016 Budget summary and 2017 Budget request.

***Note: Commissioner David K. Smith left at 9:55 am. for a site meeting at Green Sewer Phase 1 project construction site.**

EXECUTIVE SESSION – CONTRACT

At 10:00 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague to discuss a contract. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, absent; Mr. Saunders, yea. Returned to regular session at 10:02 a.m.; no action taken.

SOIL & WATER 2017 BUDGET REVIEW

Nick Mills met with the commission to discuss the Soil & Water 2017 budget request. Also in attendance Joe Daily and Garrett Fulk. No action taken.

BOARD OF ELECTION 2017 BUDGET REVIEW

Robby Jenkins, Carol Cremeans, Charla Whobrey, Jeff Halley and Dale Witt met with the commission to discuss the Board of Election 2017 budget request. No action taken.

***Note: Commissioner Smith rejoined the meeting at 10:39 am.**

EXECUTIVE SESSION - MEDICAL MUTUAL - CONTRACTS

At 11:00 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague, John and Scott Saunders of Saunders Insurance and Melinda Brown of Medical Mutual to discuss contracts. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. Returned to regular session at 11:34 a.m.; no action taken.

EXECUTIVE SESSION – EMS - CONTRACT

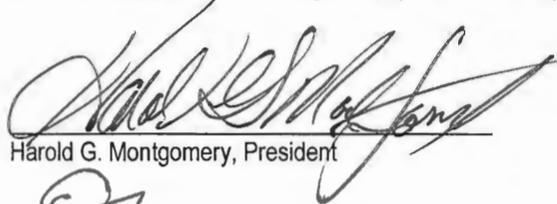
At 11:38 a.m. the President entertained a motion to enter into executive session with EMS Director Larry Boyer to discuss contract. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea. At 11:46 a.m. Mr. Boyer exited the session. At 11:52 a.m. Returned to regular session at 11:54 a.m.; no action taken.

MUNICIPAL COURT 2017 BUDGET REVIEW

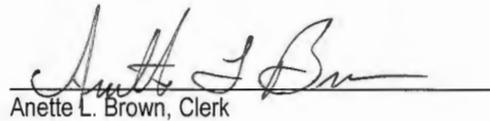
Judge Margret Evans and Lou Ellen Werry met with the commission to discuss the Municipal Court 2017 budget request. No action taken.

ADJOURN

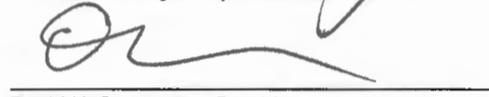
At 4:00 p.m. the President entertained a motion for adjournment. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.



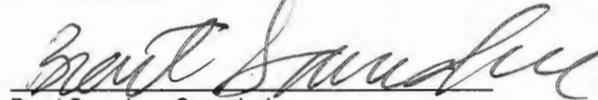
Harold G. Montgomery, President



Anette L. Brown, Clerk



David K. Smith, Vice President



Brent Saunders, Commissioner