

MARCH 27, 2008

At 9:00 a.m. the Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and approving the current bills. Commissioners present: Mr. Justin L. Fallon, President; Mr. David K. Smith, Vice-President and Mr. Howard J. "Joe" Foster, Member.

Justin Fallon entertained a motion for approval of the March 20, 2008 minutes. Joe Foster made and David Smith seconded a motion of approval as written. Roll call: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea.

TRAVELJob & Family Services

To Newark OH 4/7-8/08 - Fred Childers, Kitty Griffith.

CA Karen Sprague

To Columbus, 4/14-15 /08, COHHIO Annual Conference.

Clerk of Courts

Travel to Columbus OH 4/16/08 - OCCA Title Seminar for Noreen Saunders, Mary Newsome, Shelly Bing.

Commissioners

3/27/08 David Smith, Mason County WV for US 35 Completion Project.

3/27/08 Karen Sprague, Peebles OH – OVRDC Meeting.

4/2/08 Joe Foster to Columbus; meeting with Ohio State.

4/10/08 Justin Fallon and David Smith, Marysville, OH

4/10/08 Joe Foster – Solid Waste Meeting, Wellston OH

Justin Fallon entertained a motion to approve travel as requested. David Smith made and Joe Foster seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea.

ANIMAL SHELTER

Week ending 3/16/08: adopted 1; reclaimed 1; euthanized 7; rescued 2

Week ending 3/23/08: adopted 3; reclaimed 4; euthanized 14; 1 died-natural causes, rescued 11

ANIMAL CLAIM

Commissioners reviewed an animal loss report submitted by Dog Warden Paul Williams on March 20, 2008 for a loss of one Angus calf and one Charolais/Angus calf both one week old, belonging to Mark Hager, 3083 Creekview Drive, Gallipolis, OH. Justin Fallon entertained a motion to allow the claim and pay \$50.00 for each loss (\$100 total) to Mr. Hager. David Smith made and Joe Foster seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea.

CIC

CIC Director Lynne Crow introduced Julie Williams, part-time assistance with the CIC and Chamber of Commerce.

BOARD OF ELECTIONS

Directors Jeff Halley and Charlotte Seamon submitted Final Primary Election results with a Township breakdown. They also discussed future election voting methods and the increasing postage costs in regard to mail out and return of future absentee ballots. David Smith moved to send a letter to Representatives Clyde Evans and John Carey informing them of the ease of the recent primary election in Gallia County including number of paper ballots cast. Joe Foster seconded the motion; Roll call votes: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea. Justin Fallon also read the following letter of appreciation to the Board of Elections.

TO: GALLIA COUNTY BOARD OF ELECTIONS
 FROM: GALLIA COUNTY BOARD OF COMMISSIONERS
 RE: 2008 PRIMARY ELECTION

The Board of Gallia County Commissioners would like to take this opportunity to thank the Gallia County Board of Elections, its Director, Deputy Director and part-time office staff, our Gallia County IT staff and all the poll workers and rovers for all your hard work and a job well done on this past election.

Our county election was operated in a well organized, efficient manner and that is a tribute to each of you.

We would also like to thank the citizens of Gallia County for honoring the Board of Elections request to close the Courthouse 2nd floor to public access on election night so the voting equipment and ballots could be returned in a secure environment and the votes counted in a timely manner. Although the new policy of providing paper ballots upon request required additional time checking in the poll workers and the state did not allow results to be released until after 9:00 pm, final numbers were still released in Gallia County around midnight.

Finally, we want to thank the voters of Gallia County for their confidence in our electronic voting system – only 59 paper ballots were cast in Gallia County for this election.

Again, a job well done to all involved in our election and we thank each of you for your hard work and dedication to the election process.

Respectfully submitted,

*Gallia County Commissioners
s/ Justin L. Fallon, President
s/ David K. Smith, Vice-President
s/ Howard J. Foster, Commission Member*

COUNTY 911

911 Administrative Assistant Sherry Daines requested executive session for personnel issues. Justin Fallon entertained a motion to enter into executive session at 10:25 a.m. Joe Foster made and Justin Fallon seconded. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea. Returned to regular session at 10:45 a.m.; no action taken.

LEAVE DONATION APPLICATION

911 Employee Wayne Sweeney to donate 40 sick leave hours to Lynn Mingus and 40 sick leave hours to Jodi Martin, both employees of the Gallia County 911. Justin Fallon entertained a motion to approve the leave donation applications requested. David Smith made and Joe Foster seconded. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

CITY MANAGER

Justin Fallon entertained a motion to send the following letter to the newly appointed City Manager Joe Woodall. Joe Foster made and David Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea.

Dear Mr. Woodall:

Please accept this letter as our congratulations on being appointed Gallipolis City Manager.

We look forward to working in cooperation with you and the Gallipolis City Commission on future projects for the benefit of both the City of Gallipolis and Gallia County.

If we can be of any assistance feel free to contact our office.

Respectfully submitted,

*Gallia County Commissioners
s/ Justin L. Fallon, President
s/ David K. Smith, Vice-President
s/ Howard Joe Foster, Commission Member*

US 35 COMPLETION PROJECT

David Smith made a motion to send a letter to Congressman Charles Wilson, Senator George Voinovich and Senator Sherrod Brown in support of the US 35 Completion Project. Joe Foster seconded the motion. Roll call: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea. The following letter was sent to the aforementioned:

This letter is to advise you of our full support for the completion of US 35 to four-lane in West Virginia and to ask for your support as well.

The completion of this project will make a huge impact on economic development for Gallia County and southeastern Ohio. It will transform a roadway that is well known for many automobile accidents into a safe thoroughfare for the traveling public. It will also allow for future development along the entire US 35 corridor and make the entire Appalachian region more marketable for further development.

Thank you in advance for your support of this important regional project.

Sincerely,

*Gallia County Commissioners
s/ Justin L. Fallon, President
s/ David K. Smith, Vice-Pres.
s/ Howard Joe Foster, Commission Member*

CHILD ABUSE PREVENTION MONTH

Children Services Director Chandra Shrader met with the Commission to finalize plans for Child Abuse Prevention Month activities planned for April. Plans are to place 154 pinwheels to represent each reported incident of child abuse or neglect in our community. She asks the Commissioners for their suggestion of a location for the placement of the pinwheels. She will return next week with the official resolution.

SHERIFF DEPARTMENT

Sheriff David Martin requested future consideration of an adding another Patrol Deputy this summer and distributed costs estimates for the position. The Commissioners will review the data and make a decision when presented for action this summer.

Sheriff Martin also presented the following contracts for extra duty Marshalls. Joe Foster moved to accept the Village of Centerville contract and David Smith seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea.

AGREEMENT

This Agreement made and concluded this _____ day of _____ 2008, by and between the Village of Centerville, David L. Martin, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Centerville, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

- 1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.*
- 2. The Village of Centerville, in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the sum of TWO HUNDRED SEVENTY-FIVE DOLLARS (\$275.00) per contract month to be used for expense and maintenance of Gallia County Sheriff's Office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".*
- 3. The patrol duties of the designated deputy will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.*

4. A representative from the Gallia County Sheriff's Office will attend regular monthly Village Council meetings when requested and present a monthly detailed log of Village activities. Any Village ordinance or regulation will be enforced under this contract.
5. The Village of Centerville will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: **Radio, lights, siren, K-55 radar, Serial No. MV724, MOD#279421 and other equipment pertaining to law enforcement for the Village.**
6. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Centerville for police protection.
7. It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Centerville, Ohio for its use.
8. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Centerville understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
9. This Agreement can be canceled by either party with thirty (30) days written notice.
10. This Agreement shall be effective from April 1, 2008 through March 31, 2009.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the ____ day of _____, 2008.

SIGNED AND ACKNOWLEDGED

GALLIA COUNTY SHERIFF'S OFFICE

IN THE PRESENCE OF:

s/Cheryl Vanco

s/David L. Martin, Sheriff

VILLAGE OF CENTERVILLE

s/Robert Terry

s/Eugene Layton

Mayor

s/Naomi Beman

David House

Clerk

GALLIA COUNTY COMMISSIONERS

s/Terry Hemby

s/Justin Fallon, President

s/Karen Sprague

s/David K. Smith, Vice President

s/Howard J. Foster, Member

APPROVED AS TO FORM:

s/Jeffrey Adkins

Gallia County Prosecuting Attorney

David Smith moved to accept the following contract with the Village of Vinton and Joe Foster seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea.

AGREEMENT

This Agreement made and concluded this ____ day of _____ 2008, by and between the Village of Vinton, Ohio, David L. Martin, Gallia County Sheriff and the Gallia County Commissioners

WHEREAS, there exists a need for police protection for residents of the Village of Vinton, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

11. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon

organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.

12. The Village of Vinton, in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the sum of TWO HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$275.00) per contract month, to be used for the expense and maintenance of Gallia County Sheriff's Office cruiser, for the use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".
13. The Village in consideration for this police protection agrees to pay directly to the designated deputy, the sum of Sixteen Dollars (\$16.00) per hour thru December 31, 2008 and beginning January 1, 2009 the sum of Seventeen Dollars (\$17.00) per hour, plus fringe benefits applicable under Village ordinances.
14. The patrol duties of the designated deputy will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.
15. Every attempt will be made to fill vacancies and vacations with manpower as per contract.
16. A representative from the Gallia County Sheriff's Office will attend regular monthly Village Council meetings when requested and present a monthly detailed log of Village activities. Any Village ordinance or regulation will be enforced under this contract.
17. The Village of Vinton will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: **Any equipment that may be in use at this time.**
18. The Gallia County Sheriff's Office is to appoint a Deputy agreeable to the Village Council and the Sheriff and furnish said deputy with an adequate vehicle.
19. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Vinton for police protection.
20. It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Vinton, Ohio for its use.
21. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Vinton understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
22. This Agreement can be canceled by either party with thirty (30) days written notice.
23. This Agreement shall be effective from April 1, 2008 through March 31, 2009.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the ____ day of _____ 2008.

SIGNED AND ACKNOWLEDGED GALLIA COUNTY SHERIFF'S OFFICE

IN THE PRESENCE OF:

s/Cheryl Vanco

s/David L. Martin, Sheriff

VILLAGE OF VINTON

s/William Dempsey

s/Samuel G. Sowards, Jr.

Mayor

s/Jim Casto

K. Elizabeth Kelly

Clerk

GALLIA COUNTY COMMISSIONERS

s/Terry Hemby

s/Justin Fallon, President

s/Karen Sprague

s/David K. Smith, Vice President

s/Howard J. Foster, Member

APPROVED AS TO FORM:

s/Jeffrey Adkins, Gallia County Prosecuting Attorney

Sheriff Martin also presented the Contract for Food Service for the Jail for signatures. Johnson's Supermarket was the sole bidder. Contract as follows.

43

CONTRACT FOR FOOD SERVICE
FOR THE GALLIA COUNTY JAIL

I. PARTIES

The parties to this contract are the Gallia County Commissioners and the Gallia County Sheriff, Courthouse, 18 Locust Street, Gallipolis, Ohio 45631 (hereafter, "the county"), and Johnson's Supermarket, 735 Second Avenue, Gallipolis, Ohio 45631 (hereafter, "the vendor").

II. PURPOSE

Whereas, the county has determined that a good food service program is essential to a positive county jail atmosphere and to ensure the health of county jail inmates, and whereas, the county has determined to provide three nutritionally adequate meals per day to each county jail inmate, the purpose of this contract is to obtain the vendor's services in preparing and delivering, in accordance with the specifications of this contract, the daily inmate lunch and dinner meals to the county jail.

III. TERM OF CONTRACT

This contract shall be effective for a period beginning on April 1, 2008 thru December 31, 2008. The contract shall be renewable for a period of one (1) year at the option of the parties at the conclusion of the term.

IV. VENDOR'S MANAGEMENT

The vendor agrees to appoint a manager experienced in food service operations, including purchasing, inventory control, menu/meal planning, food preparation, sanitation, and record keeping, to oversee the vendor's performance under this contract.

V. FOOD PREPARATION

The vendor agrees to direct all food preparation and delivery; ensure that its food service employees and representatives are free of communicable diseases; ensure that its employees and representatives know and practice safe and sanitary food preparation techniques; and further agrees to prepare food in compliance with local and state health codes, statutes, and regulations.

VI. DAILY FOOD SERVICE SPECIFICATIONS

A. Schedule

The vendor agrees to prepare and deliver two meals (the lunch and dinner meals) per inmate, per day during the term of the contract, to the county in accordance with the following inmate meal schedule:

Lunch: 12:00 p.m. – 12:30 p.m.

Dinner: 5:00 p.m. – 5:30 p.m.

The schedule may vary slightly based on foreseeable factors beyond the control of the county and the vendor, such as disturbances within the county jail, natural disasters that cause a delay in the vendor's ability to meet the schedule, etc., but in no event shall more than fourteen (14) hours elapse between dinner and breakfast.

Ordering and Delivery

The county's on-duty corrections officer(s) shall contact the vendor, on a daily basis, by phone at the number specified by the vendor, and order a specific number of meals to be prepared and delivered by the vendor for lunch and dinner. In response to the order, the vendor shall prepare and deliver a corresponding number of meals to the county in accordance with the schedule agreed upon herein (NOTE: the county shall be responsible for the preparation of the breakfast meals).

Food and drink, to be served fresh and in a reasonable variety, shall be delivered by the vendor to the county at the booking area of the county jail. The vendor shall act to maintain food at optimum temperatures consistent with the rules and regulations of the Ohio Department of Health and the Ohio Administrative Code, Chapter 3717. In order to ensure that meals are served in a timely manner after preparation, minimizing the loss of original serving temperatures and freshness, meal trays containing eating utensils shall be prepared in advance of the meal serving time; after preparation, meals shall be delivered and served in insulated trays with adequate and appropriate eating utensils; and meal trays shall be stacked for ease of access. Each meal tray shall contain an equal portion of food, unless otherwise ordered by the county under special circumstances.

The county shall be responsible for delivering the meal trays from the booking area of the county jail to the inmates, and the vendor's employees and representatives shall not enter the cell blocks or other restricted areas of the county jail while performing under this contract.

B. Special Circumstances

The vendor and the county recognize that, at times, inmates' diets are restricted for medical, religious, or therapeutic reasons. The county shall notify the vendor when placing the meal order for the day of the number, if any, of special meals that shall be prepared. For inmates on restricted diets, the vendor shall prepare meals without added salt, sugar, or fat; shall provide only 2% butterfat content milk; shall provide special preparation or "diet" foods; and shall grind or chop whole muscle meats or otherwise modify items in consistency, all as needed based upon instructions provided to the vendor by the county when placing the meal order.

VII. CHARGES, BILLING, AND PAYMENTS

The vendor agrees to provide the meals to the county at a fixed cost of Two dollars and 65/100 cent (\$2.65) per meal, which includes both the preparation and delivery of the meals under the specifications of this contract. The vendor shall submit an itemized invoice to the county on a monthly basis. The invoice shall specify the number of meals ordered/delivered, and the charge to the county for each. The county shall pay the vendor by check within thirty (30) days after receipt of each invoice.

VIII. MENU PLANNING AND APPROVAL

The county and the vendor shall cooperate to prepare menus at least thirty (30) days in advance of the actual preparation of the meal(s). The county and the vendor shall cooperate to submit planned menus to a qualified dietician selected by the county, and the dietician shall review and approve planned menus on an annual basis. Once approved by the dietician, menus may be used again and again as necessary.

IX. RECORDS

A record of the monthly itemized invoices submitted by the vendor to the county, detailing the number of meals ordered/delivered, and the charge to the county for each, shall be maintained by the county.

A record of the planned menus submitted to the dietician, the approval of those menus by the dietician, and the date(s) of the submission and approval shall be maintained by the county.

X. REPRESENTATION(S)

The county jail has an average daily population of thirty-seven (37) inmates.

XI. AMENDMENT

No amendment of this contract shall be valid, unless the same is done in writing executed by both parties.

XII. NON-ASSIGNABILITY

The vendor shall not assign this contract unless the vendor obtains the prior written consent of the county for such assignment.

XIII. GOVERNING LAW AND VENUE

This contract shall be governed by the laws of the state of Ohio, and the venue for any dispute arising under this contract shall be in Gallia County, Ohio.

IN WITNESS WHEREOF, the parties' authorized representatives have affixed their signatures to this contract, consisting of six (6) typewritten pages, at Gallipolis, Ohio, this _____ day of March, 2008.

FOR THE VENDOR:

s/Brent Johnson
Johnson's Supermarkets

Prepared and Approved By:
s/Eric R. Mulford (0077719)
Asst. Prosecuting Attorney

FOR THE COUNTY:

s/Justin Fallon,
Gallia County Commissioner

s/Howard J. Foster,
Gallia County Commissioner

s/Dr. David K. Smith,
Gallia County Commissioner

s/David L. Martin,
Gallia County Sheriff

WINDSHIELD REPLACEMENT QUOTE

Commissioners approved quote from Paul's Discount Auto Glass for a windshield replacement on a 2001 Crown Victoria in the amount of \$237.00. David Smith moved to approve the quote and Joe Foster seconded the motion. Roll call votes: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea.

ASPHALT BIDS

Engineer Glenn Smith recommended that all asphalt bids be rejected and re-bid due to wording of estimated costs. All agreed the wording must be exact figures on the total estimated costs, not based on fluctuation of future prices. Justin Fallon entertained a motion to reject submitted bids and re-bid upon the Engineer's recommendation. David Smith made and Joe Foster seconded. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

STONE BIDS

Engineer Glenn Smith advised he had no problems with the submitted stone bids, noting a minor decrease in some areas. Justin Fallon entertained a motion to award bids as recommended by the Engineer. Joe Foster made and David K. Smith seconded. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

43

DJFS

Director Glassburn presented the following resolution with Hancock County for approval. Joe Foster made and David Smith seconded a motion to approve the resolution as presented. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

RESOLUTION APPROVING AN INTER-COUNTY AGREEMENT AND CERTIFICATION FOR THE RELEASE AND ACCEPTANCE OF FUNDS BETWEEN THE GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE HANCOCK COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 permits a county department of job and family services to accept and release funds between counties; and

WHEREAS, Dana L. Glassburn, Director of the Gallia County Department of Job and Family Services is recommending that the Board of Gallia County Commissioners approve the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) to release and accept funding from the Hancock County Department of Job and Family Services; and

WHEREAS, sufficient funding levels remain in Title XX TANF Transfer Funding Allocations to provide mandated services for State Fiscal Year (SFY) 2008 and mandated services will be provided in the County for the remainder of SFY 2008, regardless of funding; and

WHEREAS, a decrease in Gallia County's SFY 2008 Income Maintenance Control Fund (IMCF) Allocations which placed the available resources below actual expenditures in SFY 2007 and projected expenditures for SFY 2008; and

WHEREAS, an increase in caseloads as well as increases in basic operating costs outweigh cost saving measures implemented thus far in SFY 2008 IMCF Allocations resulting in projected expenditures remaining above SFY 2008 estimated resources; and

WHEREAS, accepting the IMCF's from Hancock County will help reduce the projected deficit in the IMCF; and

WHEREAS, said adjustment and the release and acceptance of the funds between Gallia and Hancock Counties shall take place for this one-time adjustment prior to the end of SFY 2008; and

WHEREAS, the Board of County Commissioners of Gallia County, Ohio, recognizes the fluidity of demands upon social services provided to its citizens, 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 an intercounty adjustment of allocated funds with collaborating counties in order to maximize service delivery to the citizens of each participating county in accordance with Section 5101:9-6-82 of the Ohio Administrative Code;

WHEREAS, the Board of County Commissioners of Gallia County, Ohio, deems this request to be in order and hereby approves same.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners, County of Gallia, State of Ohio, hereby agrees to release \$75,000.00 from its Title XX TANF Transfer Funds to Hancock County and agrees to accept \$75,000.00 in Income Maintenance Control Funds Allocation from Hancock County, and designates the President of the Board to sign the Inter-County Agreement and Certification Release and Acceptance of Funds attached hereto and made a part hereof.

NOW, THEREFORE LET IT BE FURTHER 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.

Director Glassburn submitted an amendment to the Purchase of Service Contract between the Gallia County DJFS and Gallia County Children's Services (Provider) for the purchase of Child Welfare Services which are funded by TANF and numbered 93.558 and entered into on the 2nd day of February 2008. Justin Fallon entertained a motion to approve the amended resolution. Joe Foster made and David Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

Director Glassburn submitted an amendment to the Purchase of Service Contract between Gallia County DJFS and Gallia-Vinton Educational Service Center for After School Programs. Justin Fallon entertained a motion to approve the amended resolution. David Smith made and Joe Foster seconded the motion. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

David Smith moved to enter into Executive session with Director Glassburn for legal and contracts issues at 12:10am, second by Joe Foster. Returned to regular session 1:30 p.m.; no action taken.

Fred Childers submitted the two amendments to contracts for Purchase of Service with Gallia County DJFS and Ohio State University Extension (OSUE) for Community Economic Development activities and the addition of activities for eligible youth to attend 4-H camp. Joe Foster made and David Smith seconded a motion to approve the contracts as presented. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

KEEP GALLIA BEAUTIFUL

Justin Fallon entertained a motion to support the Keep Gallia Beautiful Committee in the annual cleanup day scheduled with city and county courts for Saturday, April 19. Joe Foster made and David Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea. The committee and courts help coordinate volunteers and community service workers to clean up the streets and highways. The Commissioners agreed to participate by having a dumpster at the County's Service Center to use as a drop off site for the trash bags and items collected for disposal.

Joe Foster also moved to send a letter to the Solid Waste District to request funding for the Clean-up Day dumpster, request they subsidize a minimum dump charge for county residents and fund a grant to the Health Department to administer the dead animal program. David Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea.

EMS RATE INCREASE

EMS Director Larry Boyer submitted comparative billing for Gallia's peer counties as requested last week. Commissioners will review the information and get back to Director Boyer.

GALLIA COUNTY LOCAL SCHOOLS

The Commissioners received documentation that the Gallia County Local School Board of Education took action on March 24, 2008, Motion #70-08 to transfer their assets in the Southeastern Ohio Telecommunications Consortium to the Gallia County Commission to assist the commission in serving the whole population of Gallia County as they move forward to lay the infrastructure for future economic development. Justin Fallon entertained a motion to accept the asset, contingent on the County Prosecutors approval. Joe Foster made and David Smith seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Mr. Smith, yea.

ODOT BID RESULTS – RIO GRANDE SIDEWALK PROJECT

Karen Sprague, County Administrator, presented the Commission with an email from ODOT advising Gallia County of the results of their 3/26/08 bid opening for the Rio Grande Sidewalk Project (this project is partially funded by the FY 2007 CDBG Formula Grant and the Village of Rio Grande).

Bid results were as follows:

- Project cost estimate = \$143,000.00
- DGM Inc., Beaver, Ohio = \$122,354.61
- Maiden & Jenkins Construction Company, Nelsonville, Ohio = \$125,000.00
- Tom Mayle & Sons Construction Inc., Bartlett, Ohio = \$134,882.17
- Stonegate Construction Inc., Belpre, Ohio = \$164,543.80

Ms. Sprague advised the project will most likely be awarded to the low bidder and construction will start in the near future. Commissioners asked Ms. Sprague to check with ODOT regarding the excess funds since the low bidder was \$20,645.39 under the project cost estimate. Commissioners stated they would like to see the County CDBG Formula grant funding and Rio Grande Village funding used last and if a balance is left

those funds returned to the County and Village. Ms. Sprague was instructed to contact ODOT and make this request.

COURT ORDER TO CREATE NEW FUND
DISPUTE RESOLUTION-COMMON PLEAS FUND

Commission received a court order dated 3/25/2008 from the Court of Common Pleas, General Division, to create a new fund titled "**Dispute Resolution-Common Pleas Fund**" for the deposit and expenditure of dispute resolution fees collected by said court. Justin Fallon entertained a motion to request the County Auditor's Office to create this new fund effective April 1, 2008 as ordered by Judge Dean Evans, assign this fund number **142** and to request the County Auditor to prepare an amended certificate to allow the appropriation of these grant funds.

Expense line items needed are as follows:

- 142.0142.530700 Contract Services
- 142.0142.531100 Other Expenses
- 142.0142.536500 Workers Comp

Revenue line item needed is as follows:

- 142.4000.400100 Fees Anticipated Revenue for 2008 = \$11,250.00

Joe Foster moved and David Smith seconded this motion. Upon roll call votes were as follows: Justin Fallon, yea; David Smith, yea; and Joe Foster, yea.

CHANGE ORDER #1 – GALLIPOLIS TWP SLIP REPAIR PROJECT

Karen Sprague presented the Commission with Change Order No. 1 paperwork for the Gallipolis Township Slip Repair Project. Pursuant to discussions during the preconstruction conference meeting Project Engineer Glenn Smith, Project Contractor Ohio Bridge Corporation and all three Gallipolis Township Trustees, agreed to a change order for the following:

- Deduct \$2,002.00 – ODOT # 404 Asphalt concrete 7 tons
- Deduct \$133.00 – ODOT # 408 Prime 7 gallons
- Add \$2,135.00 – Additional Labor & Equipment hours to reshape ditch line – Project length to be approximately 200 LF – Township to haul away waste material

No change in contract price is involved as the deduction amount equals the addition amount.

Justin Fallon entertained a motion to approve the change order form as requested. David Smith made and Joe Foster seconded that motion. Upon roll call votes were as follows: Justin Fallon, yea; David Smith, yea; Joe Foster, yea. It was noted construction for this project started on Tuesday March 25th, but may be delayed a day or so due to rain today and projected for tomorrow.

Form was signed by Justin Fallon, as President of the Commission, and is on file in the County's CDBG files.

RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-00-025-2)

Karen Sprague, County Administrator, advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has requested to payoff the 15% retainage portion for their mortgage. This will allow 100% release of the HOME Program mortgage filed against this property. Mr. Fallon entertained a motion that the Release of Real Estate Mortgage for the following persons be approved:

- Jason & Brandy Johnson

David Smith made and Joe Foster seconded the motion. Upon roll call votes were as follows: Justin Fallon, yea; David Smith, yea; Joe Foster, yea.

Release of real estate mortgage forms were signed by Justin L. Fallon, as President of the Commission, and is on file in the County's CHIP files.

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 real estate mortgage executed by **JASON & BRANDY JOHNSON** to the above named County of Gallia, Office of Gallia County Commissioners, dated September 25, 2001 and recorded in Volume 364, Page 590 of the Mortgage Records of Gallia County, Ohio.

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 27th day of March, 2008.

WITNESSES:

COUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERS

s/ Karen Sprague

s/ Justin L. Fallon
JUSTIN L. FALLON
ITS PRESIDENT

s/ Terry Hemby

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Justin L. Fallon, 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.

PROCLAMATION – JEFF SPENCER DAY

Karen Sprague, County Administrator, presented the Commission with the following proclamation to proclaim today as Jeff Spencer Day in Gallia County in honor of his retirement from OVRDC after 30 years of service. David Smith moved and Joe Foster seconded the motion. Roll call votes: Mr. Fallon, yea; Mr. Smith, yea; Mr. Foster, yea.

WHEREAS, the Board of Gallia County Commissioners hereby honors the accomplishments of Jeff Spencer for 30 years of dedicated service to the Ohio Valley Regional Development Commission and Gallia County, upon retirement in 2008; and

WHEREAS, the Board of Gallia County Commissioners appreciates the outstanding leadership you provided our county over the past 30 years; and

WHEREAS, the Board of Gallia County Commissioners acknowledges your wealth of knowledge in all facets of organizing projects, especially available grant and loan funding scenarios, has been a true asset to Gallia County; and

WHEREAS, the Board of Gallia County Commissioners recognizes that numerous projects, such as the Bidwell/Porter Wastewater Treatment Facilities, the Dan Evans Industrial Park and now the Kanauga/Addison Wastewater Treatment Facilities, would not have been completed without your assistance; and

WHEREAS, the Gallia County Commissioners wish to thank and honor Jeff Spencer for his contributions to Gallia County.

NOW, THEREFORE, the Board of Gallia County Commissioners does hereby proclaim Thursday, March 27, 2008 as "Jeff Spencer Day" in Gallia County and we along with the citizens of Gallia County will observe this day as such and participate in the ceremonies and activities planned to bestow this distinction. This proclamation shall take effect upon its signing this 27th day of March, 2008.

s/ Justin L. Fallon, President

s/ David K. Smith, Vice-President

s/ Howard Joe Foster, Commission Member

PROCLAMATION – FAIR HOUSING MONTH

Karen Sprague, County Administrator, presented the Commission with the following proclamation to proclaim April as Fair Housing Month in Gallia County. Joe Foster moved and David Smith seconded the motion. Roll call votes: Mr. Fallon, yea; Mr. Smith, yea; Mr. Foster, yea.

WHEREAS, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

WHEREAS, April 2008 is the 40th Anniversary of the Passage of the federal Fair Housing Act; and

WHEREAS, April has traditionally been designated as FAIR HOUSING MONTH by the President of the United States and by the Governor of the state of Ohio; and

WHEREAS, the mission of fair housing in Ohio is to improve the quality of life for all residents and celebrate Ohio's fair housing law which is substantially equivalent to the federal Fair Housing Act; and

WHEREAS, this is a time to remember where we started, to celebrate 40 years of successes, and to march toward the future in ensuring justice and housing opportunities for all Americans

NOW THEREFORE, We, the Board of Commissioners of Gallia County, Ohio wish to acknowledge the County's endorsement and commitment to celebrate 40th Anniversary of the Passage of the federal Fair Housing Act and the policy of Fair and Equal Access to Housing and do hereby proclaim the month of April as

FAIR HOUSING MONTH

and encourage citizens to acquaint themselves with their rights that are protected under the law, and join in reaffirming a commitment to Fair Housing for all regardless of race, color, religion, sex, national origin, ancestry, familial or disability status.

*Dated this 27th day of March 2008
s/ Justin L. Fallon, President
s/ David K. Smith, Vice-President
s/ Howard Joe Foster, Commission Member*

EXECUTIVE SESSION

At 2:00 p.m. Justin Fallon entertained a motion to enter into executive session for personnel issues with County Administrator Karen Sprague and HR Manager Terry Hemby. David Smith made and Joe Foster seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea. Mr. Smith, yea. Returned to regular session at 2:08 p.m.; no action taken.

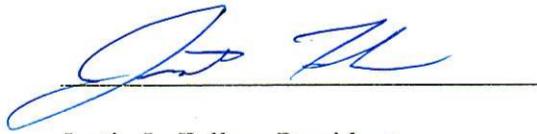
APPOINTMENT/WAGE INCREASE

David Smith moved to appoint Terry Hemby as the Commissioners Clerk effective 4/1/08 increasing her rate of pay \$1.00 per hour, seconded by Joe Foster. Ms. Hemby will continue to serve as Planning Director, and coordinator for HR and WC issues. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Mr. Smith, yea.

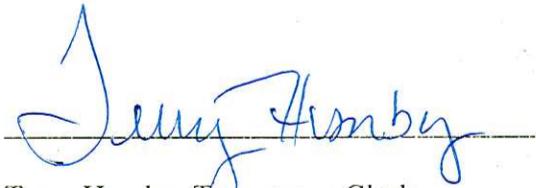
David Smith moved to increase the County Administrator's pay \$1.00 per hour effective 4/1/08; seconded by Joe Foster. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Mr. Smith, yea.

ADJOURN

At 2:10 p.m. Justin Fallon entertained a motion for adjournment. Davis Smith made and Joe Foster seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Mr. Smith, yea.



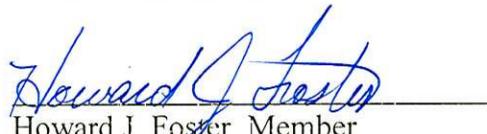
Justin L. Fallon, President



Terry Hemby, Temporary Clerk



David K. Smith, Vice-President



Howard J. Foster, Member