

APRIL 3, 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 27, 2008 minutes. David Smith made and Joe Foster seconded a motion of approval as written. Roll call: Mr. Smith, yea; Mr. Foster, yea; Mr. Fallon, yea.

DJFS

Director Glassburn presented the following contract for purchase of publicly funded childcare services to Kimberly Angel. David Smith made and Joe Foster seconded a motion to approve the contract as presented. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

Director Glassburn presented the following resolution for Wood County for approval. David Smith made and Joe Foster 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 WOOD 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 accept funding from the Wood County Department of Job and Family Services; and

**WHEREAS**, accepting the Title XX TANF Transfer Fund's from Wood County will help reduce the previous reductions in Title XX TANF Transfer contacts as further described in the attachment to JFS 02719; and

**WHEREAS**, said adjustment and the acceptance of the funds from Wood County 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 inter-county 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 accept \$25,000.00 in Title XX TANF Transfer Fund Allocation from Wood County, and designates the President of the Board to sign the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) 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.

**CERTIFICATE:**

I, Terry Hemby, Clerk of the Board of County Commissioners of Gallia County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #43.

s/Terry Hemby, Clerk,

Board of County Commissioners of Gallia County, Ohio

Approved by County Administrator s/Karen Sprague Date: 4/3/08

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

Wood County Commissioners  
One Courthouse Square  
Bowling Green, Ohio 43402

Dear Commissioners:

Your approval of the inter-county transfer of funds reflects your recognition of the fluidity of demands upon social services provided to the citizens of our Counties as well as the restrictions against transfer of federal and state funds between program areas which limits the ability to provide needed services. This inter-county adjustment of allocated funds eliminates the silos of such funding and will allow us to maximize service delivery to the citizens of Gallia County.

Your participation with and generosity given to Gallia County in the inter-county adjustment of allocated funds is greatly appreciated. We would also like to commend the efforts of Paulette Stephens, Wood County DJFS Director, for

*without her desire to serve the citizens of Ohio to the fullest extent, this would not have been a success. The collaboration between our counties allows us to better meet the needs of the citizens we serve in Ohio.*

*If we can ever be of assistance to you in the future, please do not hesitate to call.*

Sincerely,

s/Justin L. Fallon, President

Cc: Paulette R. Stephens, Director, WCDJFS

File

### LASERFICHE

Clerk of Courts Noreen Saunders and Information Technology Director John Grubb met with the Commission to present a contract for Laserfiche Imaging System for a total cost of \$10,022; to be cost shared between the Clerk of Courts and County Commissioners. David Smith moved to approve the expenditure of \$4,511 in conjunction with Clerk of Courts, second Joe Foster. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

### EMS RATE INCREASE

After reviewing the comparative billing submitted by EMS Director Larry Boyer David Smith made and Joe Foster seconded a motion to approve increase in rates as follows:

Basic Life Support - \$450.00                      Advanced Life Support - \$600.00

Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

Director Boyer also informed the Commission that the Rescue truck caught fire last week during a run and that a new vehicle would cost around \$40,000. Commissioners encouraged Director Boyer to research used vehicle options.

### STANTEC EXECUTIVE SESSION

At 10:15 a.m. Justin Fallon entertained a motion to enter into executive session for legal issues with Gary Silcott of Stantec and Dan Messerly, Ohio EPA – Logan office; Dan Dudley, Ohio EPA Division of Surface Water, Columbus and County Administrator Karen Sprague. 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 11:05 a.m.; no action taken.

### STANTEC – PROFESSIONAL SERVICES AGREEMENT

Karen Sprague, County Administrator, & Gary Silcott, Stantec Engineer, met with the Commission to discuss the Green Township Sewer Project. Mr. Silcott explained if the County wanted to be ready to proceed with funding acquisition for the Green Sewer Project soon after the Kanauga/Addison Project goes to construction the county will need to approve a professional services agreement to fly the project area for topo mapping. Current mapping by the County Engineer's office is at 2 foot contours and 1 foot contours are the standard for sewer projects. Mr. Silcott explained the reason is the rate of error for 2 foot contours is 1 foot which could mean the difference of a manhole being designed 1 foot above or below the ground and could also make the difference in the lines being installed at a depth able to serve homes in the area. The agreement presented calls for a total of \$16,300 to be broken down as follows: \$6,300 for Stantec to set the controls for flying the area and \$10,000 for Stantec's assistance with additional public meetings. Henderson will bill the county directly for flying the project area at a cost of \$4,405. The current OWDA loan balance for the Green Sewer Project is \$24,758.38 and these costs will be paid from the OWDA loan. Joe Foster made and David Smith seconded a motion to approve the agreement as presented. Roll call votes: Mr. Fallon, yea; Mr. Smith, yea; Mr. Foster, yea.

### RODNEY II & MEADOWLOOK SEWERS VIDEO CAMERA & CLEAN SEWER LINES

A project to video camera and clean sewer lines of Rodney II and Meadowlook Subdivisions was discussed with Karen Sprague and Gary Silcott. The Commission decided they would not proceed at this time.

### CASTO TECHNICAL SERVICES

Jeff Brown submitted a written proposal for consultant service concerning a master plan to bring the heating and cooling system into code by providing financial detail and

funding options, findings and recommendations for the Annex of the Courthouse in the amount of \$2,675. Joe Foster moved to accept the submitted proposal, seconded by David Smith. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

### CHILD ABUSE PREVENTION MONTH

Children Services Director Chandra Shrader presented a resolution to recognize April as Child Abuse Prevention Month and present the Pinwheel for Prevention by placing 154 pinwheels on the front lawn of the courthouse to represent each reported incident of child abuse or neglect in our community. David Smith made and Joe Foster seconded a motion to approve the resolution as presented. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

#### *Presented to Gallia County Children's Services*

**WHEREAS**, our nation recognizes each April as Child Abuse Prevention Month, and Gallia County agencies and organizations work together to heighten awareness and draw attention to the need for preventing child abuse in our communities; and,

**WHEREAS**, this child abuse public awareness and prevention campaign is being implemented by Prevent Child Abuse Ohio in counties throughout Ohio, and Gallia County Children's Services is co-leading the campaign in Gallia County; and,

**WHEREAS**, Pinwheels for Prevention was designed as a visual way to demonstrate the real fact that abuse is prevalent in every community and that we each need to do our part to assist in breaking the vicious cycle; and,

**WHEREAS**, Gallia County will display 154 pinwheels to represent each reported incident of child abuse or neglect in our community; and,

**WHEREAS**, Pinwheels for Prevention recognizes that preventing child abuse is critically important for the sake of the children and the health of our community and brings attention to child abuse and neglect in communities throughout Ohio; now therefore, upon motion of the Gallia County Commissioners,

#### **BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, GALLIA COUNTY, OHIO:**

That the Gallia County Board of Commissioners extends, on behalf of all the people of Gallia County, our sincere thanks to Gallia County Children's Services and Prevent Child Abuse Ohio for collaborating to raise awareness about child abuse in Gallia County. We hope these organizations will continue to serve the community in such an outstanding manner and we offer our wholehearted support to the Pinwheels for Prevention campaign.

*Voting aye thereon:*

*s/Justin L. Fallon, President*

*s/David K. Smith, Vice President*

*s/H. Joe Foster, Member*

### CORSA RENEWAL

Tom Wiseman with the Wiseman Insurance Agency met to discuss CORSA pre-renewal information. He also gave a sample letter and encouraged the Commissioners to distribute to all county departments to gather information on potential claims.

At 1:03pm Justin Fallon entertained a motion to enter into executive session with Tom Wiseman for legal matters. 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 1:15 p.m.; no action taken.

### CONTRACT FOR HOUSING PRISONERS WASHINGTON COUNTY

The Sheriff's Department submitted the annual contract with Washington County for housing prisoners. David Smith made and Joe Foster seconded a motion to approve the contract as presented. Roll call: Mr. Smith, yea; Mr. Fallon, yea; Mr. Foster, yea.

#### **CONTRACT FOR HOUSING PRISONERS in the WASHINGTON COUNTY JAIL**

**WHEREAS**, this contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Board of County Commissioners of Washington County, Ohio, hereafter referred to as "County", the Sheriff of Washington County, hereinafter referred to as "Sheriff", and Gallia County hereafter referred to as "Gallia County".

**WHEREAS**, Gallia County wants to confine in the Washington County Jail such prisoners as have been charged with misdemeanors and felonies who are awaiting trial.

**WHEREAS**, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Gallia County for the term hereinafter set forth.

#### **WITNESSETH:**

*In consideration of the mutual covenants herein made each of the parties agree as follows:*

1. The County shall receive, keep, board, and safely maintain in the Washington County Jail on behalf of Gallia County the following persons:
  - a. All persons arrested by Gallia County for violations of state criminal statutes until such

- persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
- b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentence imposed for that violation except as provided in paragraphs 4 through 9 below.
  - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as "Gallia County" prisoners in this contract.
2. Gallia County shall pay to Washington County the sum of fifty-five dollars (\$55.00) per day for each person incarcerated in the Washington County Jail under paragraphs 1.a., 1.b., and 1.c. For purposes of determining the compensation to be paid, each part of any calendar day a person is incarcerated up to twelve (12) hours shall be paid for at the rate of one-half of one day's fee; each part of a calendar day over twelve (12) hours shall be paid at the rate for a full day.
  3. Gallia County prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein.
  4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious or venereal disease, mental illness, illness, or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoners so affected without knowledge thereof, upon discovery of such condition in any prisoner thereafter.

The County may refuse to keep such prisoner thereafter following notice to "Gallia County" and following receipt of such notice Gallia County agrees to receive back such affected prisoner.

The Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.

5. Gallia County agrees to pay for any and all medical surgical, dental, or ophthalmology expenses incurred on behalf of a Gallia County prisoner including doctor's fees, hospital charges, and prescription costs.
6. Gallia County shall transport and provide security anytime a Gallia County prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
7. Gallia County shall bear the expense of the burial of a Gallia County prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
8. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
9. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing Gallia County prisoners. Payment shall be made by Gallia County to the Washington County Sheriff, 309 Fourth Street, Marietta, Ohio 45750 within thirty (30) days of the date of the statement. The Washington County Sheriff may refuse to accept Gallia County prisoners if timely payment is not made.
10. Gallia County agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Washington County Jail, as prescribed by the Sheriff, Board of Washington County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
11. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.
12. Anytime Gallia County arrests an individual for domestic violence, violation of a temporary protection order or a civil protection order or menacing by stalking, and the victim does not have a phone number; Gallia County will be responsible for attempting to make notification to the victim of the offender's pending release upon being so notified by the staff of the Washington County Jail. Gallia County will be responsible for advising the staff of the Washington County Jail once said notifications has been made to the victim along with the name of the officer making such notification. Gallia County further acknowledges that the offender will be released within two (2) hours of notification, even if unable to make notification to the victim. Gallia County acknowledges that failure to comply with this agreement will result in the refusal of the jail staff to accept a prisoner for any of the above stated offenses.
13. This agreement shall be effective as of April 1, 2008 and terminate March 31, 2009.
14. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This Agreement entered into on behalf of Gallia County pursuant to Resolution Number \_\_\_\_\_ passed \_\_\_\_\_, 2008. (Please insert resolution # and date)

Any alteration of contract shall result in the contract being null and void.

**IN WITNESS WHEREOF**, the parties hereto, by their respective duly authorized officers, none hereto caused their names be transcribed on the day first written above.

**Gallia County Commissioners**

s/Justin Fallon

s/David K. Smith

s/Howard J. Foster

**Approved as to Form**

s/Jeff Adkins, Prosecuting Attorney

**Witness**

s/Terry Hemby

**Gallia County Sheriff**

s/David L. Martin

**Washington County Commissioners***s/John Grimes, President**s/Samuel R. Cook**s/Larry P. Steinel**s/Larry R. Mincks, Sr., Sheriff***Witness***s/Teresa L. Smith, Clerk***Approved as to form***s/James E. Schneider, Prosecuting Attorney***ANNEXATION PETITION**

On Thursday, April 3, 2008, a petition was received from the Village of Rio Grande for an expedited Type 1 annexation of 41.345-acres to the Village. No hearing is required due to signed consent of all parties (ORC 709.022). David Smith moved to grant the annexation and enter the petition into the journal; second by Joe Foster. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Mr. Smith, yea. The following is a description of the territory:

**DESCRIPTION Of Tract "A"  
To Be Conveyed To  
GALLIPOLIS CITY SCHOOL DISTRICT**

*A certain tract of land situate in the State of Ohio, Gallia County, Raccoon Township, and being a part of the west one-half of Section 27, Township 3 North, Range 19 West, and being more particularly bounded and described as follows:*

*BEGINNING at a set stone marked with a "+" (found) in the line between Sections 27 and 28, Township 6 North, Range 16 West, and marking the southwest corner of the lands now owned by Wendell R. Rees and Norma L. Rees, Trustees of The Wendell R. and Norma L. Rees Living Trust, (D.V. 357, Pg. 617), and being in the line of the lands now or formerly owned by Diana R. Carrales, (D.V. 353, Pg. 658); thence, leaving the lands of the said Carrales, and with the line between the said Sections 27 and 28,*

*North 04° 12' 03" East 824.44 feet to a 1/2" iron pin with a yellow plastic cap stamped "WR Horton PS 6465" (found), marking a corner common to the lands now or formerly owned by Mary Catherine Mathews (D.V. 371, Pg. 613); thence, leaving the said Section Line, and with the lands of the said Mathews,*

*North 88° 49' 37" East 247.63 feet to a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set), marking the southwest corner of the lands now or formerly owned by the Village of Rio Grande, Ohio, (D.V. 173, Pg. 193); thence, leaving the lands of the said Mathews, and with the lands of the said Village, as follows:*

*South 87° 36' 33" East 147.44 feet to a 3/8" iron pin (found).*

*North 17° 59' 05" East 427.71 feet to a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set), in the south line of other lands now or formerly owned by the said Village of Rio Grande, Ohio, (D.V. 153, Pg. 409), from which a 1/2" iron pin with a yellow plastic cap stamped "WR Horton PS 6465" (found), marking the northeast corner of the lands of the said Mathews, bears: North 85° 56' 08" West 199.85 feet; thence, leaving the lands of the said Village, and with the other lands of the said Village,*

*South 85° 56' 08" East 553.04 feet to a concrete monument with a 1/2" reinforcing rod (found), marking the southwest corner of Lot No. 23 of the Lake Drive Subdivision (P.B. 3, Pg. 109); thence, leaving the other lands of the said Village, and with the south line of the said Subdivision,*

*South 85° 48' 04" East 151.15 feet to a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set), marking the northwest corner of the lands now or formerly owned by Doris Ann Runyon (D.V. 233, Pg. 431); thence, leaving the south line of the said Subdivision, and with the lands of the said Runyon, as follows:*

*South 21° 51' 57" West 228.58 feet to a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set), marking the southwest corner of the lands of the said Runyon,*

*South 85° 48' 04" East, passing a corner common to the lands now or formerly owned by Robert W. Allen (D.V. 336, Pg. 439), at 233.22 feet, passing a corner common to the lands now or formerly owned by Roy E. Wilkins (D.V. 276, Pg. 463), at 340.22 feet, passing a corner common to the lands now or formerly owned by Curtis Ramey, et ux, (D.V. 233, Pg. 433), at 440.22 feet, passing a corner common to the lands now or formerly owned by Timothy A. Miller (D.V. 372, Pg. 221), at 540.22 feet, in all 689.22 feet to a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set), marking the southeast corner of the lands of the said Miller; thence, with the east line of the lands of the said Miller,*

*North 04° 11' 56" East 217.80 feet to a 40" white oak tree (found), marking the southeast corner of Lot No. 29 of the said Subdivision, and marking the southwest corner of the lands now or formerly owned by Clyde Evans, et ux, (D.V. 184, Pg. 415); thence, leaving the lands of the said Miller, and the said Lot No. 29, and with the lands of the said Evans, et ux,*

*South 85° 53' 07" East 354.55 feet to a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set), marking the northwest corner of other lands now or formerly owned by the said Clyde M. Evans, et ux, (D.V. 236, Pg. 727); thence, leaving the lands of the said Evans, et ux, and with the other lands of the said Evans, et ux, as follows:*

*South 22° 02' 34" West 356.56 feet to a 5/8" iron pin (found), marking the southwest corner of the other lands of the said Evans, et ux,*

*North 57° 09' 18" East 141.91 feet to a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set) marking a corner to Tract "B" of this survey, from which a 1/2" iron pin (found), bears: North 57° 09' 18" East 202.33 feet; thence, leaving the other lands of the said Evans, et ux, and severing the lands of the said Rees Living Trust, with the said Tract "B",*

*South 42° 22' 55" East 32.12 feet to a 1/2" iron pin (found), marking the northeast corner of the lands now or formerly owned by Faye Y. Hammond, (D.V. 300, Pg. 217), from which an anchor bolt (found), bears: South 42° 22' 55" East 140.00 feet; thence, leaving the said Tract "B", and with the lands of the said Hammond,*

South 46° 07' 05" West, passing a 5/8" iron pin (found), marking a corner common to the lands now or formerly owned by David Elmer Smalley, et ux, (D.V. 305, Pg. 395), at 100.00 feet, passing a 5/8" iron pin (found), at 150.00 feet, and passing a corner common to the lands now or formerly owned by Dana R. Bickle, et ux, (D.V. 264, Pg. 145), at 230.03 feet, passing a corner common to other lands now or formerly owned by Clyde B. Evans, et ux, (D.V. 287, Pg. 67), at 380.08 feet, in all 400.08 feet to a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set); thence, continuing with the other lands of the said Evans, et ux, as follows:

South 47° 37' 05" West 300.00 feet to a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set),

South 42° 22' 55" East, passing a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set), at 155.95 feet, in all 170.95 feet to a point in the centerline of County Road No. 44, commonly known as Cherry Ridge Road; thence, leaving the other lands of the said Evans, et ux, and with the centerline of the said Road,

South 47° 02' 14" West 279.84 feet to a corner common to the lands now or formerly owned by Steve Yates, et ux, (D.V. 371, Pg. 80); thence, leaving the centerline of the said Road, and with the lands of the said Yates, et ux, as follows:

North 48° 46' 47" West, passing a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set), at 15.08 feet, in all 829.91 feet to a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set),

South 24° 01' 42" West 691.41 feet to a 5/8" iron pin (found),

South 86° 05' 35" East, passing a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set), at 741.69 feet, in all 762.16 feet to a point in the centerline of the said Road; thence, leaving the lands of the said Yates, et ux, and with the centerline of the said Road,

South 46° 46' 35" West 81.44 feet to a corner common to the lands of the said Carrales; thence, leaving the centerline of the said Road, and with the lands of the said Carrales, as follows:

North 86° 05' 35" West, passing a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set), at 20.47 feet, passing a 1 1/2" iron pipe (found), at 27.80 feet, in all 847.54 feet to a 1 1/2" iron pipe (found),

North 03° 54' 25" East 60.00 feet to a 5/8" x 32" reinforcing rod with a red plastic cap stamped "Eastham & Associates" (set),

North 86° 10' 32" West 624.27 feet to the BEGINNING, containing 41.345 acres, more or less, as surveyed under the supervision of Ronald L. Eastham, Ohio Registered Professional Surveyor No. 6026, on April 6, 2007, and being all of Tract "A" as shown on the plat filed in the Gallia County Engineer's Survey files.

The basis of the above listed bearings and distances are based on the Ohio State Plane Coordinate System, South Zone, NAD '88, feet.

It is the intent of the foregoing description to include the same land as that described in a Quit Claim Deed, from Wendell R. Rees, a.k.a. W. Roger Rees, and Norma L. Rees, a.k.a. N. Lynn Rees, husband and wife, to Wendell R. Rees and Norma L. Rees, Trustees of The Wendell R. and Norma L. Rees Living Trust, dated August 19, 2003, and recorded in Deed Volume 357, Page 892; and a part of the same land as that described in a Quit Claim Deed, from Wendell R. Rees and Norma L. Rees, husband and wife, to Wendell R. Rees and Norma L. Rees, Trustees of The Wendell R. and Norma L. Rees Living Trust, dated August 19, 2003, and recorded in Deed Volume 357, Page 617; both of which are in recorded in the Office of the Recorder of Gallia County, Ohio.

The above-described tract includes all (1.205 ac.) of the Auditor's Tax Parcel No. 024-001-065-01; and a part (40.140 ac.) of 024-001-064-00.

And being subject to all restrictions, reservations, rights-of-ways, easements, utilities, covenants, exceptions, conveyances, leases and exclusions previously imposed and appearing of record, and those not of record.

### **OHIO PEACE OFFICER MEMORIAL**

David Smith moved that the Commission support the effort to include fallen officer David Poling's name on the Ohio Peace Officer Memorial in London Ohio; second by Joe Foster. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Mr. Smith, yea.

### **SOACDF GRANT – SR 850 UPGRADE PROJECT**

Karen Sprague, County Administrator, presented the Commission with grant agreements from the Southern Ohio Agricultural & Community Development Foundation (SOACDF) for the SR 850 Upgrade Right-of-way Acquisition project in the amount of \$100,000. ODOT will provide the balance of project funding in the amount of \$700,000 for a total project cost for right-of-way acquisition of \$800,000. Joe Foster made and David Smith seconded a motion to approve the grant agreement as presented. Roll call votes: Mr. Fallon, yea; Mr. Smith, yea; Mr. Foster, yea.

### **SOACDF GRANT – EMS STATION PROJECT**

Karen Sprague, County Administrator, presented the Commission with grant agreements from the Southern Ohio Agricultural & Community Development Foundation (SOACDF) for the EMS Station project in the amount of \$85,750. Gallia County has applied for a USDA RD Community Facilities grant/loan in the amount of \$150,000 and will provide the balance of project funding in the amount of \$9,250 for a total project cost of \$245,000. Joe Foster made and David Smith seconded a motion to approve the grant

agreement as presented. Roll call votes: Mr. Fallon, yea; Mr. Smith, yea; Mr. Foster, yea.

#### **KA SEWER – OHIO EJCDC AGREEMENT WITH STANTEC**

Karen Sprague, County Administrator, met with the Commission to present the Ohio EKCDC agreement with Stantec for the Kanauga/Addison Sewer Project. Stantec is requesting the County approve the full professional services agreement for the KA sewer project at this time. Commissioners want to know if they must approve the EJCDC agreements now before final project funding is approved. They expressed concern to sign this now just in case full project funding is not obtained this year. The Commission also asked for the total commitment of the agreement. Ms. Sprague advised the document contained the following numbers:

Basic services – Exhibit C - \$48,545

Basic Services – Exhibit C - \$277,600

Resident Project Representative – Exhibit C - \$229,000

Additional Engineering Services – Exhibit C - \$162,600 (Topo Mapping \$35,000; Soil Borings \$15,000; Construction Staking \$78,000; Easements \$12,500; EPA Fees \$15,100; Miscellaneous \$7,000)

For a total of \$717,745. Ms. Sprague will check with Stantec for the answers to these questions for next weeks meeting. No action taken.

#### **FY 2008 GOA GRANT AGREEMENT APPROVAL** **GOAR 08-023**

Karen Sprague, County Administrator, advised the Commission signed grant agreements for the County Map Digitization Project have been received back from the Governor's Office of Appalachia. We now need to request the County Auditor's Office to create a new fund for this grant titled "**GOAR 08-023 – County Map Project**", give that grant fund number **148**, and to appropriate the \$10,000 grant into line items as follows:

Appropriate \$10,000 into 148.0148.531100 title County Map Project

Also, request the County Auditor's Office to create the following revenue line items:

Create 148.3000.400100 GOAR 08-023 Grant Revenue

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

#### **MONTHLY FINANCIAL REPORTS REVIEW**

Karen Sprague, County Administrator, presented the Commission with the monthly financial reports for March 2008 for review and comparison with the March 2007 reports. No action taken.

#### **MERCERVILLE SEWER PTI APPROVAL**

Karen Sprague, County Administrator, presented the Commission with Mercerville Sewer PTI forms for approval noting the county must have project plans and approved by OEPA before the Ohio Department of Development CDBG application is approved. David Smith moved and Joe Foster seconded the motion to approve the Mercerville Sewer Project PTI as submitted. Roll call votes: Mr. Fallon, yea; Mr. Smith, yea; Mr. Foster, yea. OEPA PTI fee is \$4,517.30 and will be submitted to the Gallia County School District for payment as a portion of their share of the project costs.

#### **RODNEY II & MEADOWLOOK SEWERS** **VIDEO CAMERA & CLEAN SEWER LINES**

Karen Sprague, County Administrator, discussed with the Commission the proposal from Stantec to proceed with having the sewer lines for Rodney II & Meadowlook Subdivisions video camera and cleaned due to I&I infiltration during heavy rains as a means to determine the cause of this problem and a solution to fix it. The cost as submitted by Stantec (Green Twp Sewer Engineering Firm-these two subdivisions are a part of this proposed project) is \$13,600 and can be paid for from the OWDA Loan already in place for this project. Ms. Sprague recommended the Commission proceed with this now because the costs associated with getting the 2 systems back in order after a heavy rain has been high and if the problem is found, it can be eliminated. David Smith

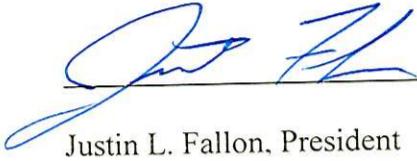
made and Joe Foster seconded a motion to approve proceeding with this project. Roll call votes: Mr. Fallon, yea; Mr. Smith, yea; Mr. Foster, yea.

**EXECUTIVE SESSION**

At 2:06 p.m. Justin Fallon entertained a motion to enter into executive session for personnel matters. David Smith moved and Joe Foster seconds the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Mr. Smith, yea. Returned at 3:05 p.m.; no action taken.

**ADJOURN**

At 3:12 p.m. Justin Fallon entertained a motion for adjournment. Joe Foster made and Davis Smith seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Mr. Smith, yea.

  
Justin L. Fallon, President

  
Terry Hemby, Clerk

  
David K. Smith, Vice-President

  
Howard J. Foster, Member