

January 8, 2009

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. At 9:00 a.m. the meeting was called to order by President Justin Fallon. Roll Call: Mr. Justin L. Fallon President; Mr. Howard J. "Joe" Foster, Member, present; and Ms. Lois M. Snyder, Member, present.

Justin Fallon entertained a motion for approval of the December 30, 2008 minutes. Joe Foster made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, abstained.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	Lois Snyder Justin Fallon Joe Foster	2/23-25/2009	Mt. Sterling, OH	Commissioner Training
	Justin Fallon	1/12/09	Columbus	Broadband Council
JFS	Dana Glassburn	1/12/09	Piketon, OH	Workforce Development Meeting
		1/14/09	Columbus, OH	Anti-Poverty Workgroup
		1/16/09	Athens, OH	Focus on Basics Workgroup
		1/28/09	Lancaster, OH	District Directors Meeting

Justin Fallon entertained a motion to approve travel requests as submitted. Joe Foster made and Lois Snyder seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

ANIMAL SHELTER REPORT

Ending	Adopted	Reclaimed	Euthanized	Died of natural causes	Rescued	Destroyed in field	Total
Week of 1/5/09	1	0	21	0	1	0	23
2008-YR	58	42	849	2	235	1	1187

LEAVE DONATION APPLICATION

Commissioners received leave donation applications going to Rachael Champlin (Children Services) from the following employee: 40 hours from Paul Covey (Common Pleas) for the pay period dated 01/05 thru 01/09/08.

Justin Fallon entertained a motion to approve the leave donation application as requested. Joe Foster made and Lois Snyder seconded. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

GENERAL ROAD WORK & DUST CONTROL CONTRACTS

The County Engineer submitted 2009 general road work and dust control contracts for the following entities: Addison, Cheshire, Clay, Gallipolis, Green, Greenfield, Guyan, Harrison, Huntington, Morgan, Ohio, Perry, Raccoon, Springfield, and Walnut Townships; Centerville, Cheshire, Crown City, Rio Grande and Vinton Villages; O.O. McIntyre Park District; Gallia County Agricultural Society. Joe Foster made and Lois Snyder seconded the motion to approve the submitted contracts. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Original copies of each contract are kept on file in the Engineer's office and the Commissioner's office. The contracts are as follows:

CONTRACT

THIS CONTRACT AND AGREEMENT, MADE AND CONCLUDED IN GALLIPOLIS, OHIO, THIS ___ DAY OF NOVEMBER 2008, BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF GALLIA COUNTY, OHIO, HEREINAFTER CALLED THE FIRST PARTY, AND (SEE LIST OF ENTITIES ABOVE), HEREINAFTER CALLED THE SECOND PARTY.

WITNESSETH:

WHEREAS, THE SECOND PARTY IS DESIROUS OF HAVING CERTAIN STREETS AND ROADS WITHIN ITS TERRITORY CONSTRUCTED, RELOCATED, REPAIRED, OR IMPROVED, AND ANY OTHER WORK REQUIRED OF THE FIRST PARTY, AS FOLLOWS: TO WIT: GENERAL ROAD WORK AND DUST CONTROL.

WHEREAS, THE SECOND PARTY DOES NOT HAVE THE NECESSARY EQUIPMENT AND/OR PERSONNEL TO PERFORM THE WORK AFORESAID AND DOES DESIRE TO HAVE SAID WORK PERFORMED BY THE FIRST PARTY, THROUGH THE ENGINEER AND HIGHWAY DEPARTMENT OF SAID COUNTY; AND (ENTITIES LISTED ABOVE).

WHEREAS, THE ENGINEER'S OFFICE AND THE EMPLOYEES OF SAID GALLIA COUNTY HIGHWAY DEPARTMENT MAY BE AVAILABLE ON SATURDAYS AND OTHER DAYS OF EACH WEEK (PROVIDING IT DOES NOT INTERFERE WITH OVERALL MAINTENANCE OF COUNTY HIGHWAY SYSTEM) TO PERFORM WORK AND LABOR FOR, AND ON BEHALF OF, OTHER POLITICAL SUB-DIVISIONS WITHIN THE COUNTY.

NOW THEREFORE, THE FIRST PARTY IS WILLING TO FURNISH THE NECESSARY EQUIPMENT AND LABOR, AND TO PERFORM THE WORK AFORESAID, AS A CHARGE TO THE SECOND PARTY FOR THE USE OF SAID EQUIPMENT, MATERIALS, AND LABOR. ALL LABOR, MATERIALS USED, AND FRINGE BENEFIT RATES WILL BE CHARGED AT THE CURRENT COUNTY RATES. EQUIPMENT WILL BE CHARGED AT THE FOLLOWING RATES:

	PER HOUR
TRUCK - 1/2 TON	\$ 5.00
TRUCK - 3/4 TON PICKUP	\$ 6.50
DUMP TRUCK - SINGLE AXLE	\$10.00
SNOW PLOW TRUCK - SINGLE AXLE	\$15.00
SPINNER TRUCK - SINGLE AXLE	\$15.00
SNOW PLOW / SPINNER TRUCK - SINGLE AXLE	\$20.00
BROOM TRUCK - SINGLE AXLE	\$15.00

TANDEM AXLE DUMP TRUCK	\$15.00
SNOW PLOW TRUCK- TANDEM AXLE	\$20.00
SPINNER TRUCK-TANDEM AXLE	\$20.50
SNOW PLOW / SPINNER TRUCK - TANDEM AXLE	\$25.00
BERM BOX - TANDEM AXLE TRUCK	\$20.50
WATER TRUCK - 1100 GAL W/PUMP	\$10.00
WELDING TRUCK	\$12.50
FLAT BED TRUCK - 1 TON	\$ 6.50
SEMI TRACTOR / DROP FRONT LOW BOY TRAILER	\$35.00
SEMI TRACTOR / ASPHALT TANKER TRAILER	\$22.50
DUMP TRUCK / TANDEM LOW BY TRAILER	\$15.00
DISTRIBUTOR TRUCK	\$20.00
STEEL DRUM ROLLER	\$22.50
RUBBER TIRE ROLLER	\$25.00
CASE TRACTOR - ALAMO BRUSH CUTTER OR DITCHER	\$31.50
FORD TRACTOR - BRUSH / GRASS CUTTER	\$25.00
FORD TRACTOR-NO EQUIPMENT	\$15.00
BRUSH CHIPPER	\$10.50
CASE BACKHOE	\$25.00
CASE WHEEL LOADER	\$30.00
GRADER	\$35.00
GRADALL	\$40.00
CRANE	\$30.00
CRANE - WITH PILING LEADS	\$38.00
ETNYRE SELF PROPELLED CHIP SPREADER	\$40.00
TRAILER AIR COMPRESSOR	\$ 6.50

THE SECOND PARTY AGREES, DOES COVENANT, TO SAVE HARMLESS THE FIRST PARTY FROM ANY AND ALL LOSS AND RESPONSIBILITY FOR ANY DAMAGES FOR INJURY TO PERSONS, PROPERTY, OR OTHERWISE, ARISING FROM THE USE OF THIS EQUIPMENT PERFORMANT OF THE WORK AND LABOR UNDER THIS AGREEMENT.

THE FIRST PARTY AGREES THAT THE WORK SHALL BE DONE UNDER THE SUPERVISION OF THE GALLIA COUNTY ENGINEER OR PERSONS DESIGNATED BY HIM.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS TO DUPLICATES HEREOF THE ____ DAY OF NOVEMBER, 2008. (ORIGINAL CONTRACTS ON FILE IN THE ENGINEER'S OFFICE)

SIGNED IN THE PRESENCE OF:
(AS TO FIRST PARTY) 1/8/09

THE BOARD OF COUNTY COMMISSIONERS
OF GALLIA COUNTY, OHIO 1/8/09

SIGNED IN THE PRESENCE OF:
(AS TO THE SECOND PARTY) (ORIGINAL CONTRACTS WITH SIGNATURES OF ENTITIES ON FILE IN THE ENGINEERS OFFICE)

SECOND PARTY

EXECUTIVE SESSION - CD/FCS EDUCATOR

At 9:54 a.m. Justin Fallon entertained a motion to enter into executive session with Amy Corbin for contracts issues. Joe Foster made and Lois Snyder seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Returned to regular session at 10:30 a.m.; no action taken.

EXECUTIVE SESSION - DJFS

At 10:32 a.m. Justin Fallon entertained a motion to enter into executive session with JFS Director Dana Glassburn for personnel issues. Joe Foster made and Lois Snyder seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Returned to regular session at 10:58 a.m.; no action taken.

EMS BUILDING PROJECT

Engineer Randy Breech and Contractor Jim Blair met with the Commissioners, County Administrator Karen Sprague, county building superintendent Tom Halfhill and David Clagg. Breech updated everyone with the following information: He looked at other options to stay under 10% of bid proposal with Mr. Blair for the additional work not included in the original bid packet presented to all contractors for this project. The sewage line will be hooked up to the 911 collection box, estimate \$1,500. There is the city water tap for sprinkler system for \$1,000, city water tie-in for domestic supply for \$1,000 and water supply underground piping installation for \$1,000. Regarding the AEP electric installation for \$1,000; a standalone generator system will be cheaper than tying the new building into the 911 generator at an estimated \$10,000. The telecommunications estimate came in at \$2,000 to install phones, internet and jacks; appliance costs \$3,000. Net cost \$19,500; 10% of bid was 22,585. They have estimated the appliances, countertops, cabinets and connecting corridor with EMS garage on the high end so we could have a safety net and be able to make additional cuts in those areas if necessary.

Ms. Sprague advised the group of the following numbers:

- Original Bid \$225,850
- Estimate additions \$19,500
- Engineer Fees \$8,000
- Total of the above \$253,350
- Project funding \$245,000 (\$150,000 loan; \$85,750 SOACDF grant; \$9,250 county match)
- So the County would need to provide an additional \$8,350 on top of the \$9,250 for a total of \$17,600

Commissioner Foster advised that they would have discussions with the County Administrator Karen Sprague and their maintenance staff and would make a decision on awarding the project.

* COMMISSIONER FALLON LEFT THE MEETING AT 11:20 A.M.

RESOLUTION TO AUTHORIZE FORCE ACCOUNTS

Engineer Brett Boothe submitted the following resolution authorizing routine maintenance of county roads and bridges by force account in accordance with the provisions of ORC 5543.169.

RESOLUTION TO AUTHORIZE FORCE ACCOUNTS

WHEREAS, ORC Section 5543.19 provides for construction, reconstruction, improvement, maintenance, or repair of county roads by the County Engineer by force accounts when so authorized by the County Commissioners;

NOW, THEREFORE, be it resolved by the Gallia County Commissioners that the County Engineer is hereby authorized to proceed to construct, reconstruct, improve, maintain, or repair county roads and bridges by force account in accordance with those requirements of ORC Section 5543.19 in those cases when not otherwise required by the ORC to use competitive bidding.

Lois Snyder made and Joe Foster seconded the motion to approve the resolution to comply with auditing requirements as recommended by County Engineer Brett Boothe. Roll call: Mr. Fallon, absent; Mr. Foster, yea; Ms. Snyder, yea.

FIXED-CAPITAL ASSET POLICY

Auditor Larry Betz, Deputy Auditor Steve Stinson and County Engineer Brett Boothe met with the Commissioners to discuss the need for a fixed asset policy as advised by the State Auditor. Auditor Betz stated that we currently have a \$5,000 reporting threshold and suggested that anything less than \$5,000 should go into a department consumable inventory and a minimum amount put in place to eliminate counting small items such as pencils, etc. A sample policy has been received by his office which could be modified for our use and adopted. Auditor Betz expressed his frustration over the lack of cooperation from the departments in completing and returning the inventory forms; all information is due to the state by January 14th of each year. Betz has also received a quote from CMI for fixed asset software however; the Commissioners thought it was premature to consider this without a policy in place.

Engineer Booth stated that he has internally requested inventory in his department of everything \$100 or more and agreed that County needs to adopt a minimum limit similar to this. Commissioners ask County Administrator Karen Sprague to seek sample policies from other counties for review and consideration.

AIRPORT INDEPENDENT CONTRACT

Lois Snyder made and Joe Foster seconded the motion to sign an agreement with George McCoy for contracted services at the Gallia-Meigs Regional Airport as recommended by the Airport Authority Board. Roll call: Mr. Fallon, absent; Mr. Foster, yea; Ms. Snyder, yea. Contract as follows:

Contract Services Agreement
January 1 – December 31, 2009

George McCoy
2000 N Main St
Pt Pleasant WV 25550

George McCoy,

This letter shall serve as a Letter of Agreement between you and the Gallia County Commissioners.

You shall provide management and fueling services for the Gallia-Meigs Regional Airport as requested on a week-to-week basis. You shall provide services at the direction of the Gallia County Commissioners and the Gallia-Meigs Regional Airport Board.

It is understood that you will be hired on an as needed basis for an indefinite period. Either party must give two (2) weeks notification in advance of a need to initiate termination.

You shall be compensated for actual time worked at the airport at a rate of \$8.00 per hour for each hour.

You shall maintain a weekly time sheet, which will be submitted each Monday, to Karen Sprague, County Administrator, for processing payment to you for your services.

Pay for actual time worked shall constitute your total compensation. You shall provide, maintain, and pay at your expense, all of your personal and professional insurance, fees and taxes. Further, this is a contractual relationship between Gallia County/Airport Authority and the contracting worker, thus said contracting worker is aware and consents to the fact that this is a contract relationship with the County and said worker will receive no benefits of a County Employee, that being PERS, sick leave, vacation time and health benefits at County rates. Contracting worker further agrees he will not pursue Unemployment Compensation at termination of the contractual relationship and the contracting worker will supply the County with proof of his own workers compensation insurance.

We are confident that you will make an outstanding contribution, and we look forward to having you work with us. If you find this arrangement satisfactory, please countersign in the space provided and return one copy for our files.

Respectfully submitted,

s/Justin L. Fallon

President, Gallia County Commission

ACCEPTANCE IN FULL OF CONTRACT SERVICE PERSONNEL

SIGNATURE: s/George McCoy

2008 LAW LIBRARY ANNUAL REPORT

Librarian Gloria Stevers submitted the 2008 annual report for the law library. Commissioners reviewed the report and it is kept on file in their office.

PRISONER FOOD CONTRACT

The Commissioners signed the prisoner food contract which was approved on 12/30/08. The contract is as follows:

**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 Park front Diner & Bakery, 314 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 January 01, 2009 thru June 30, 2009.

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: 11:30 a.m. – 12:00 p.m.

Dinner: 4:30 p.m. – 5:00 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.

B. 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.

C. 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 Three dollars and 75/100 cent (\$3.75) 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 January, 2009.

FOR THE VENDOR:
s/Becky Rothgeb, Owner
Parkfront Diner & Bakery

FOR THE COUNTY:
s/Justin Fallon
Gallia County Commissioner
s/Howard J. Foster

Prepared and Approved By:
s/C. Jeffrey Adkins
Prosecuting Attorney

Gallia County Commissioner

s/Lois Snyder
Gallia County Commissioner

s/Joseph R. Browning
Gallia County Sheriff

* 12:30 P.M. - COMMISSIONER FALLON RETURNED TO THE MEETING

CLERK OF COURTS - BUDGET

Clerk of Courts Noreen Saunders met to discuss her 09 approved budgets. She ran a yearly pay in comparison and they are dropping consistently as they have done all of 2008 with the decrease in auto sales. Her concern is over changes that were made with her proposed budget that were not discussed with her in advance. She noted that her rent line item was increased \$2800 which was unknown to her and she asked if it would be increasing again in the future. The state recommends that 110% of title budget is what should be maintained in the fund, anything beyond that is considered excess that can be transferred to county general. She also explained that the local registrar receives licensing fees only when they are physically purchased at their office; they do not receive fees from online transactions or those mailed to the state.

Commissioner Foster stated they had a prior lease agreement when the BMV was run by the state and perhaps a rental contract needed to be established between the Commissioners and the Local License Bureau. It was also noted that the current rent includes all utilities: electric, water, sewage, gas; inside and outside maintenance, housekeeping, everything but their phone bill. The commissioners encouraged Clerk Saunders to look at what a comparable space would cost per square foot and to consider what is included with the monthly rent at the Service Center. The County Administrator will also look at what the county is charging other tenants in the building and come up with something reasonable for all involved.

EXECUTIVE SESSION - PROSECUTOR

At 1:25 p.m. Justin Fallon entertained a motion to enter into executive session with Prosecutor Jeff Adkins for contract issues. Joe Foster made and Lois Snyder seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Returned to regular session at 1:47 p.m.; no action taken.

EXECUTIVE SESSION - PERSONNEL

At 1:49 p.m. Justin Fallon entertained a motion to enter into executive session with County Administrator Karen Sprague for personnel issues. Joe Foster made and Lois Snyder seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Returned to regular session at 2:05 p.m.; no action taken.

SHSP GRANT APPLICATION

EMA Director Mike Null and Assistant Jill Simpkins met with the Commissioners to update them on SHSP grant application and request permission to apply for the grant from State of Ohio in the amount of \$58,932.94. The funds are for communications equipment for the Sheriff's office, salary funds for Ms. Simpkins, which caps at 15% and 25% for planning which must be contracted out and go to supporting terrorist capabilities. The grant runs from 9/1/08-3/31/2011, with an application deadline of 1/9/09. The money is to be released in February however; with past experiences it could be delayed. The planning portion of the grant could take at least 18 months to complete.

Joe Foster made and Lois Snyder seconded the motion to give EMA approval to submit the SHSP grant application by tomorrow's deadline. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

EMA UPDATES

EMA Director Null also advised the Commission of the following dates:

- Ports Grant meeting 1/28/09
- HazMat drill – joint county exercise with Meigs County, 3/28/09.

EXECUTIVE SESSION

At 2:36 p.m. Justin Fallon entertained a motion to enter into executive session with Mike Null, Jill Simpkins and County Administrator Karen Sprague for personnel issues. Joe Foster made and Lois Snyder seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea. Returned to regular session at 3:14 p.m.; no action taken.

EMS BUILDING PROJECT

After discussions with the County Administrator Karen Sprague and county building superintendent staff, Joe Foster made and Lois Snyder seconded the motion to award the construction bid for the EMS building project to Blair Builders at \$225,850. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

RESOLUTION

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
GALLIA COUNTY CRIMINAL DEFENSE LAWYERS**

County Administrator Karen Sprague presented the Commission with an agreement for Indigent Defense Services with the Gallia County Criminal Defense Lawyers for FY 2009 and 2010. It was noted this agreement is required by the Ohio Public Defenders Office in order for state reimbursement of indigent defense counsel costs. The agreement particulars were reviewed with the Commission as follows:

- Agreement will cover years 2009 and 2010
- Includes a 12% increase over the \$260,000 approved for 2008 totaling \$31,200 to be split equally 6% for 2009 and another 6% for 2010
 - \$275,600 for FY 2009
 - Payments will be made in equal monthly installments of \$22,966.66 for the first eleven months of 2009 and \$22,966.74 for the month of December 2009 on or before the

- second Friday of the month during FY 2009
- o \$291,200 for FY 2010
 - Payments will be made in equal monthly installments of \$24,266.66 for the first eleven months of 2010 and \$24,266.74 for the month of December 2010 on or before the second Friday of the month during FY 2010. Said sums shall be appropriated by the Board of County Commissioners and be available to meet the requirements under this agreement.

Per Kathryn Smith of the Ohio Public Defenders Office the County must pass a resolution that the County Commission approves and consents to the terms of the agreement and appropriates the funds necessary as required by the agreement. Justin Fallon entertained a motion that the Commission approve and consent to the terms of the agreement as presented retroactive to January 1, 2009 and approve a supplemental appropriation to the Defense of Indigent line item in the amount of \$13,600, which will bring the total appropriations for 2009 up to \$275,600. Lois Snyder made and Joe Foster seconded the motion. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

RESOLUTION
AGREEMENT FOR INDIGENT DEFENSE SERVICES
MUNICIPAL COURT

County Administrator Karen Sprague presented the Commission with an agreement for Indigent Defense Services in Municipal Court for FY 2009. It was noted this agreement is required by the Ohio Public Defenders Office in order for state reimbursement of indigent defense counsel costs for City cases.

Per Kathryn Smith of the Ohio Public Defenders Office the County must pass a resolution that the County Commission approves and consents to the terms of the agreement retroactive to January 1, 2009. Justin Fallon entertained a motion that the Commission approve and consent to the terms of the agreement as presented. Joe Foster made and Lois Snyder seconded the motion. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

ROBERT C. BYRD HYDROELECTRIC PROJECT

County Administrator Karen Sprague presented the Commission with a questionnaire from MWH Americas who is assisting AMP-Ohio with the licensing for the Robert C. Byrd Hydroelectric Project. The Commission was informed that OVRDC Director John Hemmings has contacted Ms. Sprague requesting Gallia County's position on the project before he responds to the questionnaire. The Commission advised they were all in favor of the project and for Ms. Sprague to request OVRDC do all possible to assist the company with this project.

NEIGHBORHOOD STABILIZATION PROGRAM

County Administrator Karen Sprague updated the Commission with regard to the meeting held in Jackson County regarding the Ohio Neighborhood Stabilization Program (NSP) for Region 21 consisting of the counties of Gallia, Jackson, Lawrence, Meigs, Scioto & Vinton and the cities of Ironton and Portsmouth as follows:

- Region 21 has been allocated \$1,240,205 in NSP grant funds.
- Each county and city in Region 21 must resolve to participate in the program and agree to the selection one of the units of local government as the lead administrator of the region's allocation.
- Resolution and commitment letters are due to ODOD on January 16, 2009
- Mandatory ODOD grant training meeting to be held in Columbus, Ohio on January 16, 2009
- Required meetings between the counties to determine how the grant dollars will be divided amongst the 8 units of local governments and to determine the grant application contents will be held between 1/21/09 and 2/27/09 (the date the grant application is due to ODOD)
- Required establishment of a NSP Planning Committee
- Regions will have 18 months to expend the grant dollars to address vacant, abandoned and foreclosed properties in our communities based on the areas of greatest need.
- Eligible activities include residential development and land banks/demolition (NSP funding may not be used for the demolition or redevelopment of commercial properties). Activities must contribute to the stabilization of the targeted neighborhoods, develop new housing opportunities and preserve land for future development.
- The counties will be working to determine an equitable distribution of the grant funds; for instance a base amount for each unit of local government with the balance to be distributed based on the population.

The Commission was presented with a draft letter to participate in the Region 21 NSP and to select Vinton County Board of Commissioners as the grantee/lead administrator of the Region 21 Ohio Neighborhood Stabilization Program grant. Justin Fallon entertained a motion to approve the letter as presented and recommended by Ms. Sprague. Lois Snyder moved and Joe Foster seconded the motion. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

1/8/09

Thomas H. Morgan, President
Vinton County Board of Commissioners
100 East Main Street
McArthur, Ohio 45651

RE: Ohio Neighborhood Stabilization Program (NSP) Region 21

Dear Mr. Morgan:

The Gallia County Board of Commissioners intends to participate in the Region 21 NSP and is in agreement to select the Vinton County Board of Commissioners as the grantee/lead administrator of the Region 21 Ohio Neighborhood Stabilization Program grant.

Respectfully submitted,
Gallia County Commissioners
s/ Justin L. Fallon, President

s/ Howard Joe Foster

s/ Lois M. Snyder

PROCUREMENT CARD POLICY

County Administrator Karen Sprague presented the Commission with threshold limits from the County Auditor to include in the Procurement Card Policy adopted by the Commission on 8/9/07 as follows:

1. Daily spending per card: \$1,000.00
2. Monthly spending per card: \$5,000.00
3. Single transaction limit: \$1,000.00 (may not exceed \$1,000 per ORC 5705.41 (D)(3))
4. Daily number of transactions per card: 3
5. Monthly number of transactions per card: 10

The card may be used to purchase from state, countywide or individual vendor contracts. If the planned transaction is not covered by one of these contracts and is expected to exceed \$5,000.00, then quotes should be obtained and documented in accordance with County and agency purchasing guidelines.

Joe Foster moved and Lois Snyder seconded a motion to revise the previous adoption of this policy to include the above stated thresholds, for the finalized policy to be sent to all departments, for all employees with access to county procurement cards to complete the County Procurement Card Program Cardholder Acknowledgment and for each department to utilize the Procurement Card Purchasing Log for each procurement card in the possession of their office/department. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

KA SEWER FLOOD PLAIN PERMITS

County Administrator Karen Sprague presented the Commission with 4 flood plain permits for the Kanauga/Addison Sewer Project for approval and signing as follows:

- Parcel number 001-0001-325-00
- Parcel number 006-0004-234-00
- Parcel number 002-555-632-01
- Parcel number 002-001-025-1

Lois Snyder moved and Joe Foster seconded a motion to approve and sign the flood plain permits as presented. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

FINANCIAL REPORT REVIEW

Commissioners reviewed and compared December '08 Financial Fund report as submitted by Auditor Larry Betz, with the December '07 report with County Administrator Karen Sprague.

BOARD APPOINTMENTS

The commissioners approved the following Board appointments with a motion by Lois Snyder second by Joe Foster. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

- Children Services
 - Steve Jagers 4-yr term commencing 1/1/09.
- Airport Board
 - Bret Little – expires 12/31/2011
 - Randy Sheidler – expires 12/31/2011
- OVRC&D
 - Noel Massie – Member at Large
- MRDD – 4 yr terms (1/1/09 thru 12/31/12)
 - Lance Clifford – re-appointment 3rd term
 - Kimberly Rocchi – community parent member
 - Lisa Harder – parent member
- Library Board of Trustees
 - Jay Caldwell
- Public Defender Commission
 - Lynn-Angell Queen - 2 yr term 1/11/09
 - Glen Miller – 2 yr term 1/11/09
- Broadband Committee
 - Tom Reed

Joe foster moved that the president of the Commission serve out the remainder of the OVRDC caucus chair; second by Lois Snyder. Roll call: Mr. Fallon, abstained; Mr. Foster, yea; Ms. Snyder, yea.

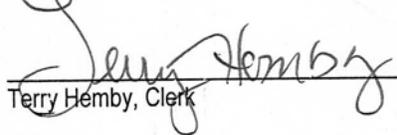
- OVRDC
 - Justin Fallon, Interim caucus chair

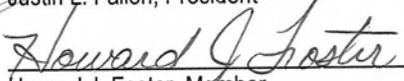
* 6:30pm – The Commissioners attended the Kanauga-Addison Sewer public meeting held at the DAV Building in Kanauga.

ADJOURN

At 7:30 p.m. Justin Fallon entertained a motion for adjournment. Joe Foster made and Lois Snyder seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.


Justin L. Fallon, President


Terry Hemby, Clerk


Howard J. Foster, Member


Lois M. Snyder, Member