

APRIL 9, 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 L. Fallon. Roll Call: Mr. Justin L. Fallon present; Mr. Howard J. "Joe" Foster Vice-President, present; and Ms. Lois M. Snyder, Member, present.

President Fallon entertained a motion for approval of the April 2, 2009 minutes. Joe Foster made and Lois Snyder seconded the motion. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

| TRAVEL REQUESTS | | | | |
|------------------------|-----------------------------|-------------|----------------------|--|
| DEPARTMENT | NAME | DATE | TO | RE: |
| JFS | Beth Moore Judy Lyall | 4/29 | Portsmouth | Appalachian Medicare Fraud Coalition |
| Commissioners | Joe Foster Lois Snyder | 4/16 | OSU Office | Farm Bureau Ag Awareness |
| | Joe Foster Lois Snyder | 4/22 | OSU South Centers | Pitch Your Plan |
| | Justin Fallon | 4/14 | CCAO Office Building | Joint Committee on Admin of Elections |
| | Justin Fallon Joe Foster | 4/9 | Wellston | Solid Waste Mtg |

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

ANIMAL SHELTER REPORT

| Week Ending | Adopted | Reclaimed | Euthanized | Died of natural causes | Rescued | Destroyed in field | Total Month |
|--------------------|----------------|------------------|-------------------|-------------------------------|----------------|---------------------------|--------------------|
| 4/5/09 | 1 | 0 | 4 | 0 | 14 | 0 | 19 |

911-SENIOR CENTER PARKING LOT

Commissioners received the following request for the resealing of the 911 / Senior Center parking lot from 911 Director Steve Wilson:

Director Wilson had previously requested quotes from three vendors; all came out and took measurements but only two returned with a quote.

- Blacktop Industries & Equipment Co \$8450.00
- Nuko Inc. \$7756.00

Proposal includes cleaning the area of all debris, weeds or other obstructions, repairing existing cracks in the asphalt, resealing the entire lot with two coats of sealer, repairing the trench we had to dig for the water line to the sanitation building last fall and repainting the lot markings.

Joe Foster made and Lois Snyder seconded the motion to accept the Nuko Inc. quote as recommended by the 911 Director; and splitting the cost of the work with his agency. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

YOUTH SERVICES GRANT AMENDMENT

Juvenile Court Administrator Greg Shrader submitted an amendment form for the 2009 Youth Services Grant/510 Allocation and 2009 Tentative Variable (Reclaim OHI / 401) Allocation for signature. Lois Snyder made and Joe Foster seconded the motion to sign sub grant agreement amendment. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

AIRPORT HANGAR CREDIT

County Administrator Karen Sprague presented the Commission with a request from Airport Hanger # 8 renter Randy Sheidler for a credit for the month of March 2009 as the doors to his hanger were damaged by wind storm in Feb 2009 and he has not been able to open them to get his airplane out. Joe Foster moved and Lois Snyder seconded a motion to approve the request as presented. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

SEWER VIOLATIONS

County Administrator Karen Sprague advised the Commission of the following sewer violation explanation letters sent to OEPA for the month of March 2009:

- Meadowlook Subdivision – Explanation – We are still in the process of cleaning the sand filters, with the rainfall and frigid temperatures it was impossible to access the plant to clean them, plus we are still having problems with infiltration of rain water in the plant.
- Tara Estates Subdivision – Explanation – We are having problems with infiltration of rain water in the plant. We are trying to remedy this problem.
- Bidwell-Porter WWTP – Explanation – We had a malfunction on the aeration system, motor was replaced under warranty.

No action taken.

EMS STATION PROJECT CONTRACT

County Administrator Karen Sprague presented the Commission with documentation from CORSA that the County is covered for Builders Risk Insurance for the EMS Station Project and recommended that requirement be removed from the contract with Blair Builders. It was noted the contract used for this project was for CDBG grant funded projects (which this project is not) and those projects are normally not for projects on county owned land (usually for Township

or Municipal projects). Joe Foster moved and Lois Snyder seconded a motion to approve the request as presented. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

KA SEWER BOND COUNSEL ENGAGEMENT LETTER

County Administrator Karen Sprague presented the Commission the Kanauga/Addison Sewer Project bond counsel engagement letter from Peck, Shaffer & Williams of Columbus, Ohio. Per the engagement letter, Peck, Shaffer & Williams will provide all bond counsel services for the KA Sewer bond in the amount of \$1,862,000 not to exceed \$9,651. Per Ms. Sprague this fee will be paid from the project funding already secured. Lois Snyder moved and Joe Foster seconded a motion to approve the request as presented. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

KA SEWER RIGHT-OF-WAY CERTIFICATE

County Administrator Karen Sprague presented the Commission the USDA right-of-way certificate (RD form 442-21) for the Kanauga/Addison Sewer Project for approval and signing. Joe Foster moved and Lois Snyder seconded a motion to approve the request as presented. Roll call votes: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

CD/FCS EDUCATOR UPDATE

CD/FCS Educator Amy Corbin updated the Commissioners with ongoing projects and upcoming meetings.

EXECUTIVE SESSION

At 10:12 a.m. Justin Fallon entertained a motion to enter into executive session with Amy Corbin for legal 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 10:45 a.m.; no action taken.

POLICE PROTECTION CONTRACTS

Sheriff Joe Browning submitted the following contracts for signature for police protection in the Villages of Crown City and Vinton.

VILLAGE OF CROWN CITY – CONTRACT

This Agreement made and concluded this 9th day of April 2009, by and between the Village of Crown City, Ohio, Joseph R. Browning, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Crown City, 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 Gallia County Sheriff's Office is to supply a qualified deputy chosen by mutual agreement between Council and the Sheriff's Office.*
3. *The Village of Crown City, in consideration for this police protection, agrees to pay directly to the Sheriff of Gallia County, Ohio, the amount of \$3.75 per contract hour 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".*
4. *The Village in consideration for this police protection agrees to pay direct to the designated deputy the sum of Seventeen Dollars (\$17.00) per hour, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.*
5. *The scheduling for the deputy is to be prepared by the Gallia County Sheriff's office with recommendations from the Mayor of Crown City Village.*
6. *A monthly activity report will be submitted by the designated deputy to the Village Council for review.*
7. *The Village of Crown City will make available to the Gallia County Sheriff's Office the use of any Village owned equipment pertaining to law enforcement for the Village.*
8. *The Gallia County Sheriff's Office will be entitled to use said equipment as long as there is a current agreement with the Village of Crown City for police protection.*
9. *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 Crown City.*
10. *The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Crown City 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.*
11. *This Agreement can be canceled by either party with thirty (30) days written notice.*
12. *This Agreement shall be effective from April 1, 2009 through March 31, 2010.*
13. *The cost of jail confinement for prisoners of the Village will be waived.*
14. *If a deputy is requested to respond to a 911 call out and there is no deputy on duty at the Village, the 911 Center will then dispatch an available Sheriff's Deputy to the call.*
15. *Any time off leave will be the responsibility of the Village of Crown City.*
16. *All uniform and cruiser markings will conform to the BSSA and Gallia County Sheriff's Office standards and the purchase of these items will be the responsibility of the Sheriff's Office.*
17. *All deputies on duty for Village assignment will follow the Gallia County Sheriff's Office Policy and Procedure Manual in effect.*

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 9th day of April, 2009.

SIGNED AND ACKNOWLEDGED

GALLIA COUNTY SHERIFF'S OFFICE

IN THE PRESENCE OF:

s/ Joseph R. Browning, Sheriff

VILLAGE OF CROWN CITY

s/ Mayor

s/ Clerk

GALLIA COUNTY COMMISSIONERS

s/ Justin L. Fallon, President

APPROVED AS TO FORM:

s/ Jeffrey Adkins

Gallia County Prosecuting Attorney

VILLAGE OF VINTON CONTRACT

This Agreement made and concluded this 9th day of April 2009, by and between the Village of Vinton, Ohio, Joseph R. Browning, 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:

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 Vinton, in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the amount of \$_____ per contract hour, 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".
3. The Village in consideration for this police protection agrees to pay directly to the designated deputy, the sum of Seventeen Dollars (\$17.00) per hour, plus fringe benefits applicable under Village ordinances.
4. 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.
5. Every attempt will be made to fill vacancies and vacations with manpower as per contract.
6. 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.
7. 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.**
8. 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.
9. 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.
10. 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.
11. 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.
12. This Agreement can be canceled by either party with thirty (30) days written notice.
13. This Agreement shall be effective from April 1, 2009 through March 31, 2010.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 9th day of April 2009.

SIGNED AND ACKNOWLEDGED

GALLIA COUNTY SHERIFF'S OFFICE

IN THE PRESENCE OF:

s/ Joseph R. Browning, Sheriff

VILLAGE OF VINTON

s/ Mayor

s/ Clerk

GALLIA COUNTY COMMISSIONERS

s/ Justin L. Fallon, President

APPROVED AS TO FORM:

s/ Jeffrey Adkins

Gallia County Prosecuting Attorney

Joe Foster made and Lois Snyder seconded the motion to approve the above contracts. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

SHERIFF - BUDGET REVIEW

Sheriff Joe Browning, Administrative Assistant Cheryl Vanco and Chief J.D. Taylor met with the Commissioners for a review of their budget. They discussed two areas of concern:

1. Security Budget - staff personnel funds is running over which is a yearly common practice. They have currently used 26% of the allotted budget in this area to date. Sheriff Browning explained that this officer currently works 10 hours a day and they discussed the possibility of cutting those hours to reduce those funds. Commissioners suggested they meet with the Security Committee to discuss the possible reduction in hours at the door to coincide with the courthouse daily hours of operation.

2. Jail budget is a concern: There is currently a \$19,000 shortage due to the amount of inmates, transports and additional staff required for transports. The food for prisoner meals is also an increased cost at \$2,000 more per month. Out of county housing is up \$2400 more a month than last year.

OSU EXTENSION OFFICE RESTRUCTURE PLAN

County Extension Director Tracy Winters met to discuss the OSU restructuring plan with the Commissioners. She explained that they have been organized into regions; 8 directors for the 10 county region. In the new programs they are only cost sharing 2 positions to each county. They can split the cost sharing between counties, so they will continue to have 3 in Gallia County; Lawrence & Adams counties will not have any educators in their counties due to funding issues therefore there will be 5 floaters in the area that can be shared. The statewide changes that have been implemented have not been much of a change for our counties because we are already used to doing more with less. She also submitted the new rates for next year.

CITIZEN CORP GRANT

EMA Grant Administrator Jill Simpkins submitted an amended Citizen Corp Grant agreement (*See Volume 44, Page 41*) for signature which includes more specific details that were recommended by Ohio Emergency Management Agency; the amended contract reads as follows:

AGREEMENT

Jackson County Health Department hereby enters into an agreement with Gallia County EMA and the Gallia County Citizens Corps Council to perform the duties of Administrative Agent for the FY2007 Citizens Corps Program Grant, which includes administering funds for CERT, MRC and the VRC projects in Gallia County.

Jackson County Health Department as the Administrative Agent is responsible for the direction of the Gallia County Citizens Corps Program including the CERT, MRC and the VRC projects. The FY2007 program directives include project planning, training for new and existing volunteers, community preparedness initiatives; and acquisition of supplies or equipment necessary to implement the program. Jackson County Health Department will receive the 3% management and administrative fee authorized in the FY2007 Citizens Corps Program Grant Budget.

Jackson County Health Department as part of this agreement will submit all requisition/expenditure request to Gallia County EMA for approval. Once approved, Jackson County Health Department will process the request and submit receipts of expenditures to Gallia County EMA at the end of each month for reimbursement.

The Jackson County Health Department, as part of this agreement, agrees to abide by the Ohio Citizens Corps Program Grant Guidance, and all applicable state and federal guidance. Additionally, the Jackson County Health Department, as part of this agreement agrees to follow OMB Circulars A-87, A-102, and A-133, including all applicable revisions and supplements.

The Jackson County Health Department will maintain a separate fund for Citizens Corps Program Grant expenditures. Each grant must be tracked separately whether it is a new or continuation grant award. Funds for each grant must be tracked and recorded separately with all revenues and expenditures reflecting the appropriate grant number.

The Jackson County Health Department agrees to retain records in accordance with all applicable local, state and federal Citizen Corps Program Grant Guidance and Requirements. All records of the Jackson County Health Department pertaining to the Citizens Corps Program will be made available for review or audit upon request of the Gallia County Emergency Management Agency or any local, state or federal agency having jurisdiction or responsibilities for auditing or assurance.

Gallia County EMA remains the Fiscal Agent for the FY2007 Citizens Corps Program Grant and is responsible for approval/disapproval of expenditure request by Jackson County Health Department; ensuring funds are appropriated to support the CERT, MRC and VRC projects; and submitting approved expenditure receipts incurred by Jackson County Health Department for Citizens Corps and/or its projects to Ohio EMA for reimbursement. If any expenses incurred are deemed ineligible, by Ohio EMA, the Gallia County EMA is responsible for reimbursement.

Gallia County EMA is responsible for listing the FY 2007 Citizens Corps Grant on the federal schedule of awards.

s/Jackson County Health Department, Health Commissioner

s/Justin L. Fallon, Gallia County Commissioners 4/9/09

s/Mike Null, Gallia County EMA Director

s/Gallia County Citizens Corps Council President

Joe Foster made and Lois Snyder seconded the motion to approve as recommended. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

NATIONAL VOLUNTEER WEEK & NATIONAL VOLUNTEER MONTH

RSVP Coordinator Lynn Pauley met with the Commissioners with the following volunteers for the proclamation of National Volunteer Week and National Volunteer Month: Maudine Minnis, Jessie Payne, Jane Foreman, Alice May Lasseter, Judy Carter and Ginger Tayntor.

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PROCLAMATION
Gallia County

Whereas, the Gallia-Jackson-Vinton RSVP & Volunteer Network Center is an organization which provides volunteers to support non-profit agencies which provide a wide array of community services,

Whereas, there are 79 volunteers currently serving through RSVP, and 80 volunteers serving through the Volunteer Network Center in the Citizen Corps & Intergenerational Service-Learning Programs,

Whereas, these volunteers provided 8,155 hours of service to Gallia County in the past year,

Whereas, the value of a volunteer according to the U.S. Independent Sector study is \$19.51 per hour, these volunteers have contributed \$159,104 worth of donated value to Gallia County,

And Whereas, April 19-25 is National Volunteer Awareness Week and the Gallia County Board of Commissioners seeks to recognize these volunteers for their service to the community,

We the Gallia County Commissioners, hereby declare April 19-25, 2009 as Volunteer Awareness Week in Gallia County.

s/Justin L. Fallon, President

s/Howard "Joe" Foster, Vice-President

s/Lois M. Snyder, Member

Lois Snyder made and Joe Foster seconded the motion to approve the above proclamation. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

EXECUTIVE SESSION – PERSONNEL

Animal Shelter Volunteer Debbie Gilbert requested executive session with the Commissioners regarding a personnel issue. At 11:56 a.m. Justin Fallon entertained a motion to enter into executive session with Ms. Gilbert. 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 12:08 p.m.; no action taken.

RENTAL AGREEMENT FOR A WHEEL CHAIR ACCESSIBLE VAN

DJFS Director Dana Glassburn submitted a rental agreement for a wheel chair accessible van which will allow JFS to offer a service not provided to all Medicaid individuals in the County. In doing this, JFS will be able to draw money from a State allocation for Medicaid. This is a new funding source to the JFS agency which will allow them to serve the customers better as well as allow them to pay for the services from funding that is outside of County allocations. JFS has and may need to move more employees around to provide this service but this funding source can support it which will also assist in saving jobs in the agency.

The lease price was negotiated based on a yearly rental agreement and then was reduced down to a month to month agreement at the same price so that JFS is only locked in for a month at a time. Lois Snyder made and Joe Foster seconded the motion to give the DJFS Director permission to sign the agreement and make the payment of the deposit in the amount of \$2,104.90. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

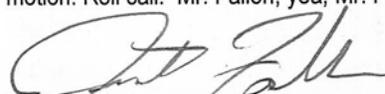
HEALTH DEPARTMENT REPORTS & MINUTES

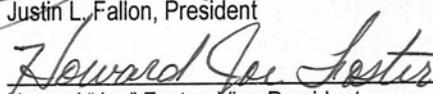
The County Health Department submitted their 1st quarter reports for 2009 and Board minutes for the Commissioners review. The information is kept on file in the County Commissioners office. No action taken

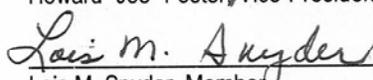
*** 12:30 p.m. - Commissioner Snyder left the meeting for an out of town trip. Commissioners Fallon & Foster recessed for Lunch and then traveled to Wellston for the Solid Waste District Meeting at 3:30 p.m.**

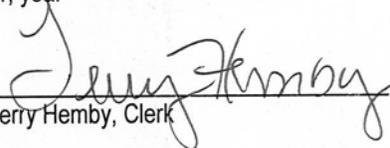
ADJOURN

At 4:50 p.m. President 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


Howard "Joe" Foster, Vice-President


Lois M. Snyder, Member


Terry Hemby, Clerk