

**MAY 20, 2010**

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

President Foster entertained a motion for approval of the May 13, 2010 minutes. Lois Snyder made and Joe Foster seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, absent; Ms. Snyder, yea.

**9:25 a.m. – Commissioner Justin Fallon entered the meeting.**

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
JFS	Summer Martyn	5/18	Lawrence County	WIA Fiscal Program Mtg
	Kitty Griffith	5/19	Ross County	Fiscal Meeting
Commissioners	Joe Foster	5/27	Pike-ton	OVRDC Mtg

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

Animal Shelter Canine Weekly Report										
Week Ending	# IN	Adopted	Reclaimed	Euthanized	Died (Natural Causes)	Rescued	Destroyed (in field)	# Out	In Foster Care	Remaining at Shelter
5/17	20	2	2	4	0	33	0	41	0	24

**FINANCIAL REPORT**

The County Administrator reviewed the 2009 yearend report on the general fund with the Commission as compared with the 2008 & 2007 year data. General Fund annual revenues for both 2007 & 2008 were \$8.55 million, however for 2009 the revenues dropped to \$8.2 million, which is a decrease of \$350,000. General Fund expenditures for 2007 were \$8,749,113.01, for 2008 were \$8,444,485.43 and for 2009 were \$8,601,736.66.

**JUVENILE COURT FUNDING APPLICATION UPDATE**

Lois Snyder made and Justin Fallon seconded the motion to approve the signature of the Ohio Department of Youth Services Subsidy Grant – Juvenile Court Funding Application Update for FY 2011. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

**EXECUTIVE SESSION - DJFS**

At 10:08 a.m. Joe Foster entertained a motion to enter into executive session with JFS Director Dana Glassburn for contract/legal issues. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea. Returned to regular session at 10:44 a.m.; no action taken.

**BID OPENING – PARKING LOT PAVING PROJECT  
HARRISON FIRE DEPARTMENT**

At 10:45 a.m. President Foster opened the following sealed proposals for the paving of the Harrison Township Fire Department parking lot:

Company	Total Bid
Blacktop Industries	\$ 45,935.00
The Shelly Company	\$ 48,839.65
Supreme Asphalt	\$ 49,279.90
Asphalt Contractors	\$ 51,185.00

The engineer's cost estimate for this project was \$44,400.50. The bids were turned over to the County Administrator Karen Sprague for review and recommendation. The following were in attendance: Eric Cisco, Supreme Asphalt; Trevor Small, The Shelly Company; Lynn Ray, Asphalt Contractors.

Sprague recommended awarding to the lowest bidder Blacktop Industries contingent upon the fire department paying the difference. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

**POPPY DAY PROCLAMATION**

Present for the Poppy Proclamation was: Mary Mutters, President American Legion # 27 Auxiliary; Larry Kemper, American Legion # 27.

The County Commissioners proclaimed the following:

*A PROCLAMATION*

*WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and  
WHEREAS, millions who have answered the call to arms have died on the field of battle; and  
WHEREAS, a nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and  
WHEREAS, the red poppy has been designated as a symbol of sacrifice of lives in all wars; and  
WHEREAS, the American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower; and  
WHEREAS, American Legion Auxiliary Lafayette Unit No. 27 of Gallipolis, Ohio annually fulfills this pledge.  
NOW THEREFORE, BE IT PROCLAIMED that Friday, May 21-28, 2010, be and hereby is*

POPPY DAY

in Gallia County, and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

IN WITNESS WHEREOF, We have hereunto set our hand and caused to be affixed the official seal of the County of Gallia, State of Ohio, this 20th day of May 2010.

s/Howard J. Foster, President  
s/Justin L. Fallon, Vice President  
s/Lois M. Snyder, Member

Lois Snyder made and Justin Fallon seconded the motion to proclaim Poppy Day May 21 – 28, 2010. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

AIRPORT SITE VISIT

11:15 a.m. Commissioners left the office to do an onsite visit at the airport for the new hangar site and existing hangar door, roof and fuel system inspection.

1:00 pm – Commissioners returned to the meeting.

SENATOR BROWN'S OFFICE

1:20 pm - Senator Sherrod Brown's Representative David Hodapp stopped to discuss issues with the Commissioners. He encouraged the Commissioners to copy Senator Brown on any road and water projects being submitted on a strategic plan so the Senator could advocate for them. County Administrator Karen Sprague provided him with a copy of the already submitted Green Sewer and Airport fuel project requests.

WORK RELEASE CENTER LEASE AGREEMENT

Chief Deputy J.D. Taylor submitted the Work Release Center lease agreement between the Sheriff's office and the Gallia County Board of Developmental Disabilities. Lois Snyder made and Justin Fallon seconded the motion to sign the agreement upon the recommendation of the Chief Deputy, contingent on the Sheriff's signature. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

LEASE AGREEMENT

1. This lease is between the Gallia County Commissioners whose address is 18 Locust Street, Gallipolis, Ohio 45631, the Gallia County Board of Developmental Disabilities, 77 Mill Creek Road, Gallipolis, Ohio 45631 (hereinafter "County Board"), and the Gallia County, Ohio Sheriff (hereinafter "Sheriff") whose address is 18 Locust St., Gallipolis, Ohio 45631.

Lease of Premises, Rent, and Term

2. In consideration of the payment of rent and the mutual promises, covenants, and undertaking contained herein, the Board and Sheriff hereby agree:

a. The County Board shall lease to the Sheriff the property commonly known as the old Guiding Hand School in Cheshire, Ohio, more particularly described, as being the northernmost building located at 8323 State Route 7, Cheshire, Ohio.

b. The Sheriff shall pay the amount of five hundred dollars (\$500.00) per month as and for rent on said premises. Said rent shall be due on the 1<sup>st</sup> day of each month that this lease agreement is in force.

c. This term of this lease shall be a month-to-month tenancy in the Sheriff and each party may cancel said lease by providing the other party with written notice of such cancellation thirty (30) days before such cancellation.

Use and Occupancy

3. The leased premises will be used and occupied by the Sheriff as the Work Release Center for those committed to the custody of the Sheriff. The adjacent building at 8323 State Route 7, Cheshire, Ohio will continue to be used by the Board for Gallco Industries. In order to accommodate the needs of Gallco Industry and the use of the premises as the Work Release Center, the parties further understand, acknowledge, and agree that:

a. The clients the Gallco Industries and the residence of the Work Release Center shall be kept completely apart.

b. The residents of Work Release Center shall be required to remain indoors during the hours from 9:00 a.m. until 3:00 p.m. while clients of Gallco Industries are present, unless the residents of the Work Release Center are reporting to an approved work site.

c. The Sheriff shall clearly designate and appropriately mark an area in which the residents of the Work Release Center may park as they are entering and leaving the Work Release Center. Such parking area and entrance shall be located on the State Route 7 side of the building in order to prevent residents of the Work Release Center from entering Gallco Industries. The staff of the Work Release Center may park in the front of the building in addition to using this designated area for parking.

d. Any smoking area for residents of the Work Release Center shall be only on the State Route 7 side of the building and shall be located in an area that is not visible to clients of Gallco Industries.

e. Clients of Gallco Industries shall have the right to use the outdoor facilities, including the track and playground equipment, located on the grounds. The Sheriff shall operate the Work Release Center in such a manner that the clients of Gallco Industries may use these outdoor facilities without visual or other contact from the residents of the Work Release Center from 9:00 a.m. until 3:00 a.m.

f. Gallco Industries will be permitted to maintain one (1) locked classroom space for storage and the Superintendent's office within the Work Release Center until Gallco relocates.

Utilities and Maintenance

4. The Sheriff shall be solely responsible for payment of the utilities on the leased premises, as well as any upgrades or improvements on such utilities. The Sheriff shall be responsible for any necessary upgrades or permits from the leased premises to the wastewater treatment facility and for any waterlines. Any utilities that cannot be billed separately will be divided according to percent of past usage of Gallco between the parties to this agreement.

5. The Sheriff shall be responsible for all cleaning, upkeep, and maintenance of the leased premises and shall keep the subject premises in good repair. Gallco shall be responsible for maintaining the grounds for both the Sheriff and Gallco. The costs of the ground maintenance shall be shared equally between the parties to this agreement.

*Insurance*

6. The parties acknowledge that both participate in the CORSA risk sharing program for purposes of liability insurance. Both parties further acknowledge that each will keep such policies in effect during the term of this lease.

*Improvements, Fixtures, Alterations*

7. The Sheriff shall be solely responsible for any improvements or alteration to the leased premises. Any alteration in the leased premises is subject to the reasonable prior consent of the County Board. Such consent may be either verbal or written.

*Memorandum of Lease*

8. Upon the request of either party, the parties shall execute a memorandum of this lease for recording, as provided in Revised Code §5310.251.

*Lease binding on parties and successors.*

9. This lease and its provisions shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties, except that no assignment of all or any part of this lease by lessee in violation of its terms shall vest any right, title, or interest in the purported assigns. Further, this lease shall not be assigned or subleased except upon the written consent of the other party hereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

Sheriff Joseph R. Browning

s/ Superintendent, Rosalie A. Durbin

**Gallia County Board of County Commissioners:**

**Gallia County Board of DD:**

s/Commissioner Justin L. Fallon  
s/Commissioner Howard Joe Foster  
s/Commissioner Lois M. Snyder

s/Chairman, Lance E. Clifford  
s/Vice-Chairman, Jerry Barnes  
s/Secretary, Carlene Greene

*Attested:*

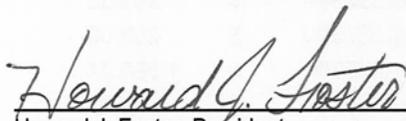
s/  
Commissioner's Journal Vol. \_\_\_\_\_ Page \_\_\_\_\_.

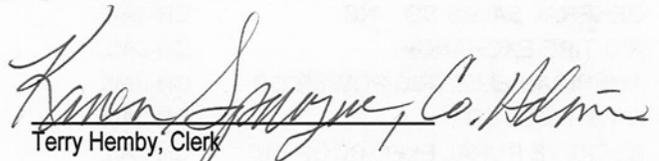
*Approved as to form:*

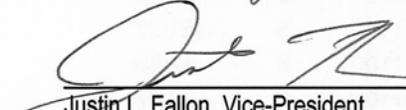
s/Pat Story  
Assistant Prosecuting Attorney

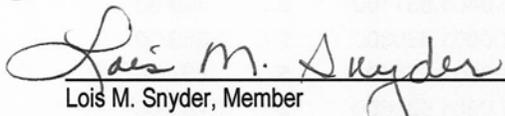
**ADJOURN**

At 2:22 p.m. President Foster entertained a motion for adjournment. Justin Fallon made and Lois Snyder seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

  
Howard J. Foster, President

  
Terry Hemby, Clerk

  
Justin L. Fallon, Vice-President

  
Lois M. Snyder, Member