

AUGUST 5, 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 July 29, 2010 minutes. Lois Snyder made and Joe Foster seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, absent; Ms. Snyder, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	Joe Foster Justin Fallon	8/12	Wellston	Solid Waste Mtg

President Foster entertained a motion to approve travel requests as submitted. Lois Snyder made and Joe Foster seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, absent; 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
8/2	31	0	3	5	0	10	0	18	10	42

LEAVE DONATION APPLICATION

Commissioners received leave donation applications going to Pat Cochran (Sheriff Dept) from the following employees:

40 hours from Nathan Harvey (Sheriff Dept) to for the pay period dated 8/13/2010.

35.40 hours Anthony K. Werry (Sheriff Dept) to for the pay period dated 8/13/2010.

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

CONSULTANT AGREEMENT – SCHOOL RESOURCE DEPUTY

Sheriff Browning submitted the following consultant agreement with the Gallipolis City School District for the service of a part time six (6) hour Student Resource Deputy for the 2010-2011 school year (180 days.) for approval and signature:

CONSULTANT AGREEMENT

This Agreement is entered into on July 21, 2010 by and between the Gallipolis City School District Board of Education ("Board") and Gallia County Sheriff's Office ("Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

I. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the following services:

The service of a part time six (6) hour Student Resource Deputy for the 2010-2011 school year (180 days). The Student Resource Deputy will be housed at Gallia Academy High School, 2855 Centenary Road, Gallipolis, Ohio.

The Consultant shall exercise independent professional judgment at all time and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

II. FEES

The Board shall pay the Consultant \$14.07 per hour for 1080 hours for 2010-2011 school year (180 days). The total amount of fees payable to the Consultant during the term of this Agreement shall not exceed \$15195.60. The Consultant shall provide documentation of services as required by the Board, and payment shall be made within thirty (30) days of receipt of documentation.

III. FREQUENCY OF SERVICES [Select Option]

_____ The Consultant shall provide the described services on an as-needed basis upon request of the Board's superintendent, who shall have the sole discretion to determine the quantity of services, if any, to be provided by the Consultant under this Agreement; use of the Consultant shall not create any expectation regarding further use, and the Board shall have no continuing obligation to utilize the services of the Consultant during the term of this Agreement or thereafter.

OR

x The Consultant shall provide the following quantity of services during the term of this Agreement [specify number of units of time or service]: 6 hours per day for 180 days or 1080 hours.

IV. TERM

This Agreement shall be in effect from August 23, 2010 through May 27, 2011 unless earlier terminated by the Board. The Board may terminate this Agreement at any time by giving notice to the Consultant at the address contained herein if the Board determines, in its sole discretion exercised in good faith, that the Consultant has violated any applicable law, rule, regulation, or policy; failed to perform any duty or warranty under this Agreement; or made a misrepresentation which materially affects the level or quality of services; or if the Board is otherwise dissatisfied with the Consultant's performance.

V. RELATIONSHIP OF THE PARTIES

The consultant is an independent contractor and may not hold himself/herself out to individuals receiving services or to others

as the employee or agent of the Board. The Consultant is not required to perform services exclusively for the Board and may perform the same or similar services for others. The Consultant is responsible for all expenses incurred in rendering services under this Agreement, and the Consultant agrees to hold the Board harmless from any such expenses. At his or her sole cost, the Consultant shall maintain all licenses/certifications required by law, shall secure professional liability insurance and any other insurance required by law, and shall pay all taxes and/or fees required by law. The Consultant shall indemnify and hold the Board harmless from and against any claim asserted by, or any liability to, any person on account of injury, death, or damage to property arising out of the Consultant's acts or omissions in the performance of the Agreement. If and as required by law, the Board shall make contributions to the Public School Employees Retirement System on behalf of the Consultant. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

VI. MISCELLANEOUS PROVISIONS

This Agreement creates no third party beneficiaries.

Snow Emergency days shall be compensated at the above mentioned rate of pay up to three days.

Crisis intervention training (CIT), if offered by the Sheriff's Office will be required of Deputy Sheriffs assigned to SRD positions. The School District will allow time for the deputy to attend this 40 hour course.

This document sets forth the entire agreement of the parties and supersedes all prior agreements or contracts, whether oral or written between the parties.

CONSULTANT
Gallia County Sheriff's Office
18 Locust Street
Gallipolis, OH 45631
Joseph R. Browning, 7/29/10
Sheriff Date
Howard J. Foster

Lois M. Snyder

BOARD OF EDUCATION
Gallipolis City Schools

Robert Cornwell
President
Ellen M. Marple
Treasurer
Jack W. Payton
Superintendent
Beth M. Covey
Supervising Administrator

Approved as to form:

Jeff Adkins
Prosecuting Attorney

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

TANF – REQUEST FOR PROPOSALS (RFP)

At 9:15 a.m. the following RFP's were opened by President Joe Foster:

Company	Service	Total Bid
Hodge Upholstery	Upholstery Service	10,000.
Woodland Centers, Inc.		\$42,900.
Developmental Disabilities	10 Mini Grants	
Community Action Agency	Counseling Services	\$14,500.
Gallia-Vinton ESC	Step Up Program	\$32,000.
Gallia County Children Services	School Clothing	\$2,100.
Chris and Bethany Jones, Thurman OH	Family S.A.F.E. classes	\$8,100

RFP's were turned over to Fred Childers for review and recommendation.

VENDOR AGREEMENT – GALLIA COUNTY COUNCIL ON AGING

Fred Childers submitted a Vendor Agreement effective today through 9/15/10 inclusive, unless otherwise terminated or extended by formal amendment. The total amount of the contract cannot exceed \$24,846.50 over the life of the contract, unless otherwise limited or expanded by amendment. The contract amount is based on the purchase of twenty eight hundred (2800) home delivered meal units at six dollars and fifty three cents (\$6.53) per unit and one thousand and fifty (1,050) congregate meal units at six dollars and twenty five cents (\$6.25). A complete copy of the agreement is on file in the Commissioners Office.

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

OPWC – DISBURSEMENT REQUEST FORM

Assistant County Engineer Jennifer Brown submitted the Ohio Public Works Commission Appendix E – Disbursement Request form and certification for signature. The statement requested disbursement of funds from the State Capital Improvements fund pursuant to section 6 of the project agreement executed between the director of the OPWC and Gallia County, Dated July 8, 2010 for the sole and express purpose of financing the capital improvement project defined and described in appendix A of the agreement and named and numbered as Woods Mill, White and Sugar Creek Rd. Slip Repairs, CU41M.

Lois Snyder made and Joe Foster seconded the motion authorizing signature of document contingent upon Engineer Boothe's signature. Roll call: Mr. Foster, yea; Mr. Fallon, absent; Ms. Snyder, yea.

HOTEL LODGING TAX DISTRIBUTION

Commissioners received the distribution of the 2nd quarter 2010 hotel lodging tax from the County Auditor reporting \$45,908.41 being made to the Ohio Valley Visitor's Center. The report also included the following:

- Hampton Inn over paid \$159.56 on 1st quarter penalty/interest; they are suppose to apply credit in 3rd quarter.

The following have not filed returns for this quarter to date:

- Timberleaf Lodge – Per phone call, Tammy Dummitt will file return later this week; a small amount of tax due.
- Ridge View Cabin – Kathy Roush return phone call and advised she will file return later this week; no tax due.
- Old House Cabin – Per phone call with Ray Degarmo; he will file return later this week. No tax due.

AIRPORT 2010 FAA GRANT

The County Administrator advised the Commission of receipt of an email from Rick Grice, Delta Airport Consultants, notifying the County that the FAA has approved the County to make application for the plans and specifications both the Fuel System Project and the Grading and Drainage Improvements Phase I Project. The final application will be presented to the Commission for approval at the next meeting.

B-C-03-025-1

CHIP PROGRAM - SUBORDINATION AGREEMENT

Joe Foster entertained a motion to approve a Subordination Agreement presented to the Commission for signing by Ohio Valley Bank, on behalf of Michael and Amanda Miller, of Gallipolis, Ohio, for the County's mortgage recorded for the CHIP Program, B-C-03-025-1. Lois Snyder made and Joe Foster seconded this motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, absent for vote; Lois Snyder, yea.

Agreement is on file in the county's FY 2003 CDBG CHIP Program grant files, B-C-03-025-1.

RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-03-025-1)

The County Administrator advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met the term of the mortgage being 5 years. The Prosecuting Attorney prepared the Release of Real Estate Mortgage forms. Mr. Foster entertained a motion that the Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Michael & Elizabeth Justice

Lois Snyder made and Joe Foster seconded the motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, absent for vote; Lois Snyder, yea.

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

RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a real estate mortgage executed by MICHAEL & ELIZABETH JUSTICE to the above named County of Gallia, Office of Gallia County Commissioners, dated July 25, 2005 and recorded in Volume 429, Page 224 of the Mortgage Records of Gallia County, Ohio.

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 5th day of August, 2010.

WITNESSES:

COUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERS

s/ Karen Sprague

s/ Howard Joe Foster

HOWARD JOE FOSTER

s/ Terry Hemby

PRESIDENT

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Justin L. Fallon, Vice-President of County of Gallia, Office of Gallia County Commissioners, to me personally known, who acknowledged that he did execute the foregoing instrument as such officer and that the same is his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Gallipolis, Ohio, the day and year last above written

s/ Connie Johnson
NOTARY PUBLIC

This instrument Prepared by:

C. Jeffrey Adkins, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.

RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-03-025-1)

County Administrator Karen Sprague advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met the term of the mortgage being 5 years. The Prosecuting Attorney prepared the Release of Real Estate Mortgage forms. Mr. Foster entertained a motion that the Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Thomas Dillon

Lois Snyder made and Joe Foster seconded the motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, absent for vote; Lois Snyder, yea.

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

RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a real estate mortgage executed by THOMAS DILLON to the above named County of Gallia, Office of Gallia County Commissioners, dated July 26, 2005 and recorded in Volume 429, Page 227 of the Mortgage Records of Gallia County, Ohio.

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 5th day of August, 2010.

WITNESSES:

s/ Karen Spragues/ Terry HembyCOUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERSs/ Howard Joe FosterHOWARD JOE FOSTER
PRESIDENT

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Justin L. Fallon, Vice-President of County of Gallia, Office of Gallia County Commissioners, to me personally known, who acknowledged that he did execute the foregoing instrument as such officer and that the same is his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Gallipolis, Ohio, the day and year last above written

s/ Connie Johnson
NOTARY PUBLIC

This instrument Prepared by:

C. Jeffrey Adkins, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.**PARTIAL RELEASE OF REAL ESTATE MORTGAGE**
GALLIA COUNTY CHIP PROGRAM (B-C-03-025-1)

Karen Sprague, County Administrator, advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met the term of the mortgage being 5 years and a partial release is now warranted. A partial release is required since the county can only release 85% of the mortgage, which amount equals \$6,630.93. The balance of 15%, which amount equals \$1,170.16, must remain in effect until paid in full. The Prosecuting Attorney prepared the Partial Release of Real Estate Mortgage forms. Joe Foster entertained a motion that the Partial Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Michael & Elizabeth Justice

Lois Snyder made and Joe Foster seconded the motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, absent for vote; Lois Snyder, yea.

Release of real estate mortgage forms will be signed by Howard Joe Foster, as President of the Commission, and is on file in the County's CHIP files.

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a portion of a real estate mortgage executed by MICHAEL & ELIZABETH JUSTICE to the above named County of Gallia, Office of Gallia County Commissioners, dated July 29, 2005 and recorded in Volume 431, Page 389, of the Mortgage Records of Gallia County, Ohio. (This document releases 85% of said mortgage, which equals \$6,630.93. The balance of said mortgage will remain in effect until paid in full, balance remaining equals \$1,170.16.)

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 5th day of August, 2010.

WITNESSES:

s/ Karen Spragues/ Terry HembyCOUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERSs/ Howard Joe FosterHOWARD JOE FOSTER
PRESIDENT

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Justin L. Fallon, President of County of Gallia, Office of Gallia County Commissioners, to me personally known, who acknowledged that he did execute the foregoing instrument as such officer and that the same is his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Gallipolis, Ohio, the day and year last above written

s/ Connie Johnson
NOTARY PUBLICThis instrument Prepared by: C. Jeffrey Adkins, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.**PARTIAL RELEASE OF REAL ESTATE MORTGAGE**
GALLIA COUNTY CHIP PROGRAM (B-C-03-025-1)

Karen Sprague, County Administrator, advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has met the term of the mortgage being 5 years and a partial release is now warranted. A partial release is required since the county can only release 85% of the mortgage, which amount equals \$9,339.21. The balance of 15%, which amount equals \$1,648.10, must remain in effect until paid in full. The Prosecuting Attorney prepared the Partial Release of Real Estate Mortgage forms. Joe Foster entertained a motion that the Partial Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Thomas Dillon

Lois Snyder made and Joe Foster seconded the motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, absent for vote; Lois Snyder, yea.

Release of real estate mortgage forms will be signed by Howard Joe Foster, as President of the Commission, and is on file in the County's CHIP files.

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a portion of a real estate mortgage executed by THOMAS DILLON to the above named County of Gallia, Office of Gallia County Commissioners, dated July 29, 2005 and recorded in Volume 431, Page 386, of the Mortgage Records of Gallia County, Ohio. (This document releases 85% of said mortgage, which equals \$9,339.21. The balance of said mortgage will remain in effect until paid in full, balance remaining equals \$1,648.10.)

IN WITNESS WHEREOF, the above named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 5th day of August, 2010.

WITNESSES:

**COUNTY OF GALLIA, OFFICE
GALLIA COUNTY COMMISSIONERS**
Howard Joe Foster
HOWARD JOE FOSTER
PRESIDENT

Karen Sprague

Terry Hemby

STATE OF OHIO, GALLIA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Justin L. Fallon, President of County of Gallia, Office of Gallia County Commissioners, to me personally known, who acknowledged that he did execute the foregoing instrument as such officer and that the same is his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Gallipolis, Ohio, the day and year last above written

Cornie Johnson
NOTARY PUBLIC

This instrument Prepared by: C. Jeffrey Adkins, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.

**SEMI-ANNUAL REPORT
CDBG ED REVOLVING LOAN FUND**

The County Administrator presented the Commission with the Semi-Annual Report for the CDBG ED Revolving Loan Fund for the period of December 30, 2009 thru June 30, 2010 as completed and presented to the County by Enterprise Development Corporation. Joe Foster entertained a motion that the report be approved and signed as presented. Lois Snyder moved and Joe Foster seconded that motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, absent for vote; Lois Snyder, yea. The form is on file in the County's CDBG grant files.

JULY FINANCIAL REPORT REVIEW

The County Administrator presented the Commission with the July 2010 Financial Reports for comparison with the July 2009 Financial Reports. The following was noted during the review:

- 1/1/2009 beginning cash balance was \$1,481,153.69
- 1/1/2010 beginning cash balance was \$1,093,981.11
- Difference of \$382,970.05
- 7/31/2009 ending cash balance was \$576,510.73
- 7/31/2010 ending cash balance was \$242,101.42
- Difference of \$334,409.31
- Therefore the General Fund has gained \$48,560.74 in cash balance since 1/1/2010
- However, this is down from the June review as the general fund has decreased \$88,174.71

NOTICE OF HEARING – WORK RELEASE CENTER

Commissioners received a Notice of Hearing from the State of Ohio Board of Building Appeals regarding the Work Release Center for Monday August 30, 2010 at 1:30 p.m.

ADJOURN

At 10:30 a.m. President Foster entertained a motion for adjournment. Lois Snyder made and Joe Foster seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, absent; Ms. Snyder, yea.

Howard J. Foster
Howard J. Foster, President

Terry Hemby
Terry Hemby, Clerk

(Absent for meeting)
Justin L. Fallon, Vice-President

Lois M. Snyder
Lois M. Snyder, Member