

AUGUST 19, 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 present and Member Ms. Lois M. Snyder, present.

President Foster entertained a motion for approval of the August 12, 2010 minutes. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Economic Development	Melissa Clark	8/24-8/25/10	Columbus	Ohio RCAP Conf.
Commissioners	Karen Sprague	10/5 – 10/6/10	Columbus	ODOD Advisory Committee Meetings
Commissioners	Lois Snyder	8/19/2010	Chillicothe	OVRC & D meeting
Commissioners	Lois Snyder Joe Foster Karen Sprague	8/25/2010	Pomeroy	GMCAA meeting
DJFS	Dana Glassburn	8/20/2010	Columbus	Steering Committee Meeting

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
8/16/2010	18	2	1	3	1	7	0	14	4	33

ENGINEER – OPWC DISB REQUEST – SLIP REPAIR PROJECT

Joe Foster entertained a motion to approve the County Engineer's OPWC Disbursement Request Form #3, which is the final request for the Slip Repair Project for Woods Mill, White and Sugar Creek Roads in the amount of \$63,421.20. The total final project cost was \$202,801.50. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

SHERIFF – LEAVE DONATION FORM

Leave donation forms for Patrick Cochran with donations of 40 hours of sick time from Lee Walls and 35.40 hours of sick time from Anthony K. Werry. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

AUGUST SALES TAX REPORT

The County Administrator reviewed the sales tax report for month of August 2010 reflecting an increase as compared to 2009 revenue thru the month of August. Difference between the 2009 and 2010 is a positive \$39,177.32.

2010 TRASH COLLECTION CONTRACTS

The County Administrator presented the Commission with trash collection renewal contracts with Allied Waste as follows: Courthouse - \$212.36 per month; Service Center - \$145.62 per month; Animal Shelter - \$57.79 per month; Airport Road - \$60.50 per month plus an Environmental Recovery Fee of 7%. I was noted there is no increased in the fees from 2009. Joe Foster entertained a motion to approve the contracts as presented. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

AIRPORT HANGAR PROJECTS – NOTICE TO PROCEED

The County Administrator presented the Commission with a Notice to Proceed for both airport hangar projects retroactive to 8/17/2010. Joe Foster entertained a motion to approve the Notice to Proceed forms as presented. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

VORA WAUGH – CULVERT PROBLEM ON SWAN CREEK ROAD

Vora Waugh, property owner on Swan Creek Road in Ohio Township, met with the Commissioners to discuss a problem he was having with a culvert on his property. Per Mr. Waugh the County Engineer's Office removed a culvert and did not replace it and now his property is having issues with storm water. Mr. Waugh stated the Engineer's Office told him if he would purchase a new culvert they would install it for him at no cost. Mr. Waugh stated he has contacted Thomas Do-It Center and they do not carry culvert any larger than 20" in size. Per Mr. Waugh the culvert that is needed is 36" x 20' long. Commissioner Foster advised Mr. Waugh that he would contact the Engineer's office to see how this could be resolved. No action taken.

SOACDF COMMITTEE FOR 2010

Gallia County Economic Development Director Melissa Clark recommended that the SOACDF Committee for 2010 to remain the same as last year as follows:

Gallia County Commissioner Lois Snyder
Economic Development Director Melissa Clark
Local Agriculture Representative Kyle Deel
Ohio Valley Bank Representative Katrinka Hart
OSU Extension Representative Richard Stephens

Justin Fallon made and Lois Snyder seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

DJFS

Director Dana Glassburn submitted the following contracts with MRDD for approval of the Commission:

- Contract with MRDD for TANF funds to help individuals with disabilities with equipment that cannot be funded by other means - \$32,000 for 8/17/2010 – 9/30/2010.
- Contract with MRDD for TANF funds to help individuals with disabilities to reduce teen pregnancy - \$10,136 for 8/17/2010 – 9/30/2010.
- Contract with MRDD for TANF funds to help individuals with disabilities in communicable disease prevention for lice - \$2,525 for 8/17/2010 – 9/30/2010.

Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

Director Glassburn has been invited to continue to serve on a steering committee with a meeting in Columbus on 8/20/2010. Mr. Glassburn requests permission to travel for the meeting. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

Director Glassburn advised the Commission of the following agencies that contracts have been signed for Title XX counseling services:

Woodland Center	\$ 25,000
Spectrum Services	\$ 25,000
Winghaven	\$ 25,000
FACTS	\$ 25,000
Total	\$100,000

Director Glassburn discussed with the Commission the possibility of a new TANF project for SFY 2011. Although the proposal could be considered as a Title XX project, it clearly addresses TANF purpose 4 and the CDJFS has TANF program funds available for this service. Therefore, the project could be paid for out of TANF program related funding and not TANF Administrative dollars. The proposal is to develop a Parenting Preparedness Program and implement services once developed was discussed. The program proposal consists of Winghaven developing the program with consultation with other agencies in the county and other professional. Materials for training, marketing of the program and literature for participants will be created and developed. A needs assessment will be developed to assure the program is in line with the community needs. A summary of the program and needs assessment will be provided at the end of the development stage which would be expected to be September 30th. The proposal includes allow the services to be provided once developed at the Medicaid rate currently \$39.48 per group hour. The projected budget for the development stage would be \$19,000 and the service provider part would be a \$45,000. The contract will contain a clause to allow the program to move from the development stage to the provider service stage if DJFS thinks this is something they can continue to support.

EXECUTIVE SESSION

At 10:37 a.m. Joe Foster entertained a motion to enter into executive session with County Administrator Karen Sprague and County Sewer Engineer Gary Silcott of Stantec to discuss a legal issue. 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 11:00 a.m.; no action taken.

ONLINE PAYMENT PROGRAM AGREEMENT

Clerk of Courts Noreen Saunders submitted the following agreement with *nCourt LLC* for providing the Gallia County Clerk of Courts Offices with an online payment program:

Noreen Saunders
Gallia County Clerk of Court of Common Pleas
18 Locust Street, Room 1290
Gallipolis, OH 45631

Dear Ms. Saunders:

As requested, this letter agreement ("Agreement") with Gallia County sets forth our mutual understanding of the terms and conditions pertaining to nCourt LLC providing Gallia County with an online payment program.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. nCourt LLC ("nCourt") is a government services technology company that, among other things, provides a website that permits parties to pay court costs and other fees using a credit or debit card (the "Program").
2. nCourt shall build, host and maintain a court-specific website(s) for Gallia County, Ohio with URL's, www.galliacocpc.com (and others, i.e. www.galliacotitles/bmv.com).
3. All costs for development, hosting, application, processing, customer service and merchant fees related to the Program are underwritten by a 'user fee' included in the payment transaction. The current \$2.00 user fee cannot be changed without written permission of the Gallia County Clerk of Courts and the Board of County Commissioners.
4. There is no cost to the Court or County for the implementation and operation of the Program.
5. The Court will update nCourt's database, on a regular basis to be determined by the parties, with data on all open court costs and other fees from the Court's server. Once uploaded to a secure nCourt Internet site, the information will be stored for access and payment by the party. Costs and Fees will be searched by case number and the first and last name of the party (for premium service).
6. When a payment is authorized, nCourt will provide e-mail notification to the Gallia County Clerk of Courts by e-mail. Court employees will update the court case management system with payment information upon the email notification by nCourt.

7. The payor will be simultaneously advised that the transaction has been completed.
 8. Payments are deposited daily into a court fees custodial account and transferred by check or ACH Electronic Transfer to Gallia County on a predetermined basis. The payment will be accompanied by a reconciliation detailing the paid court cost bills and/or fees included. Any money transfer fees will be absorbed by nCourt.
 9. nCourt guarantees to Gallia County all fees collected, regardless of any charge back issues. nCourt shall not be authorized to debit any bank account of Gallia County, OH.
 10. Upon notification of a change in any court cost or fee amount which has not yet been entered into the Court's database (and therefore is not in the nCourt system), nCourt will take necessary action to secure the additional funds or refund an overpayment.
 11. nCourt shall provide a toll-free telephonic customer service function to ensure that members of the public utilizing the Program have a satisfactory experience that does not require the technological assistance of Court personnel or County personnel.
 12. In order to ensure high utilization of the Program and thereby further streamline Court Cost processing, the website address shall be printed on all cost bills. The deputy clerk may also deliver a printed document to the party upon the issuance of the cost bill which contains the website address. Links from other websites will also be explored. Additionally, County and Court administrative staff should routinely advise telephone callers of the Court's/County's website(s) which should create greater utilization and reduce telephone inquiries to the Court & County.
 13. The disclaimer language to appear on the website is contained in Appendix A, attached hereto.
 14. This Agreement may be terminated by Gallia County, OH at will.
 15. This Agreement represents the final agreement of the parties. No amendment or modification of this Agreement shall be valid or binding upon either party unless made in writing and signed by the party against whom it is to be enforced.
 16. This Agreement has been executed and delivered in the State of Ohio, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the State of Ohio without giving credence to the conflicts of law provisions thereof.
 17. The County will have access to full detail on all relevant transactions processed by nCourt upon reasonable notice.
 18. The parties acknowledge that they have executed this Agreement as of the date and year first above written.
- Sincerely,
nCourt LLC

By:

Agreed and Accepted:

Gallia County, OH Board of Commissioners

By: *President Howard J. Foster*

By: *Member Justin Fallon*

By: *Member Lois Snyder*

Gallia County Clerk of Courts of Common Pleas

By: *Noreen Saunders*

APPENDIX A

To continue to pay this these Court Costs and or Fees, you must accept the following TERMS OF USE. Please read and understand, completely, the following terms and press the "ACCEPT TERMS" button to continue to payment or press the "DECLINE TERMS" button to return to the Court Costs and Fees Search Screen.

The systems in place for automated processing of information from this court have been tested thoroughly and are subject to multiple levels of backup, confirmation and security. By using this process, the User understands errors may occur just as errors can occur with human processing of information. By using this service you agree that this is voluntary and you (the User) understand that the process fee added to the fines will be paid to the processing company for merchant services, web hosting, administration and other costs and expenses and no part of the additional filing fee directly benefits the court, the judge, the county, or any specific civil service individual in any way.

Just as in a real courtroom, your information is public record. However, to the extent possible, private information will not be distributed over the Internet for purposes other than processing this cost bill and there will be absolutely no commercial dissemination of private information.

Participation in this process requires that you electronically verify your signature through an online debit or credit card transaction. By doing so, you verify that you are above the age of eighteen and competent to contract in Ohio. If you do not agree with this, do not use the electronic process to satisfy your court costs and/or fee obligation.

By using this process, you agree to release the court and its personnel, as well as nCourt LLC, its and their successors, assigns both in their individual and corporate capacity (collectively the 'providers') from any cause of action sounding in contract or negligence based upon the information provided to you or the court or distributed to you or the court. The operation of this online filing project is based in Woodstock, Georgia and any action of any nature against the company must be brought in Cherokee County, Georgia. The providers of this program agree to use all reasonable efforts to provide accurate processing of information provided from the court files and to diligently distribute information provided by the User to the court. Providers cannot and do not guarantee the accuracy or timeliness of any provided information and expressly disclaim any warranty including merchantability and fitness for a particular use under the Uniform Commercial Code of Georgia beyond the extent of the filing fees paid by the user for the service. You agree not to challenge the use of any electronic payment and additionally agree that any action brought by the Providers against you to enforce any electronic payment for which any benefit has been provided to you in any way shall entitle the Providers to per se probable cause for criminal action for theft of services or for civil recovery of all fees paid, plus convenience fees, plus costs, plus attorney fees, plus any incidental or associated damages proven.

By providing your name and credit card number, you signify that you are above the age of 18, and that you verify your identity and consent to the processing of these court costs and/or fees to the extent allowed by law.

The following submission process uses Secure Sockets Layer (SSL) encryption to virtually eliminate the possibility of unauthorized access to your private information while it is transferred across the Internet. Your personal data is NOT stored on computers administered by nCourt LLC. However, by submitting this information electronically you are acknowledging that neither the court nor nCourt LLC assumes any liability for data submitted via this Internet platform.

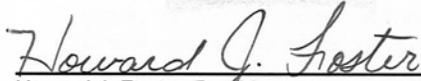
Joe Foster entertained a motion to approve the agreement as recommended by Clerk of Courts Noreen Saunders and approved as to form by Prosecutor Jeff Adkins. Lois Snyder made and Joe Foster seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

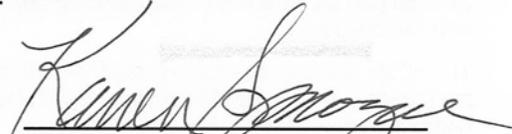
DJFS

Director Glassburn returned to meet with the Commission for approval of the contract with Winghaven to provide Parenting Preparedness Program as described above. Joe Foster entertained a motion to approve the contract as presented. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

ADJOURN

At 3:00 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


Karen Sprague, County Administrator


Justin L. Fallon, Vice-President


Lois M. Snyder, Member