

**OCTOBER 14, 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 October 7, 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:
EMA	Jill Simpkins	10/20	Jackson County	Training classes
JFS	Fred Childers	10/13	Jackson County	Case Banking 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
10/11	32	1	1	0	0	46	0	48	7	37

**ROAD PETITION - RECEIVED**  
**SHADYBROOK RD CHANGED TO BUCK RIDGE ROAD**

The County Commissioners received a public road petition for the following:

*The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, respectfully represent that the public convenience and welfare require the NAME CHANGE OF Shadybrook Road to Buck Ridge Road a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises for changing the name of such road; the same not being a road on the State Highway System.*

The following is a general route and termini of said roads:

*Being all of Shadybrook Road (T.R. 1057) located in Springfield Township, Sections 7 and 8, being more particularly described as follows:*

*Being all of said presently traveled Shadybrook Road that lies between the intersections of Left Fork Road (T.R. 403) and Rainbow Drive (C.R. 53) being 1.045 miles, more or less.*

The Commissioners will verify petitioners as property owners in the vicinity of the request and schedule a public hearing to give consideration of the necessity of changing name of said road and whether the prayer of the petitioners should be granted. A notice of this hearing shall be mailed to all petitioners and located on the Gallia County website [www.gallianet.net](http://www.gallianet.net).

**LEAVE DONATION APPLICATION**

Commissioners received a leave donation application going to Misty Newell (Sheriff Dept) from the following employee: 40 hours from Catherine Hardyman (Sheriff Dept) for the pay period dated 10/22/2010.

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

**MERCERVILLE SEWER PAYMENT RESOLUTION # 6**

The Commissioners were presented with Payment Resolution # 6 for the Mercerville Sewer Project for the following items:

- Trimat Construction, Inc. Pay Estimate #5 - \$78,454.96
- Foill Inc. Pay Estimate # 5 - \$32,225.58
- Stantec Consulting Inv. # 433418 - \$12,088.72
- Total = \$122,769.26

Lois Snyder moved and Justin Fallon seconded a motion to approve payment resolution # 6 as submitted. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, yea; Lois Snyder, yea.

**KANAUGA/ADDISON PAYMENT RESOLUTION # 12**

The Commissioners were presented with Payment Resolution # 12 for the Kanauga/Addison Sewer Project for the following items:

- Trimat Construction Pay Estimate # 13 - \$176,894.85
- Stantec Consulting Inv. #433413 - \$14,425.32
- Mullen Plumbing Inv. #91894 - \$896.23
- Total = \$192,216.40

Justin Fallon moved and Lois Snyder seconded a motion to approve payment resolution # 12 as submitted. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, yea; Lois Snyder, yea.

**MEMO ENTRY – REVENUE/EXPENSE OPWC KA SEWER GRANT/LOAN**

The Commissioners were advised that OPWC will make direct payments to vendors for the Kanauga/Addison Sewer Project grant & loan funding. In order to reflect the receipt and expenditure of these grant/loan funds within the county fund established as OPWC KA Sewer Grant/Loan Fund the County Auditor must make the following memo entries:

- Memo pay-in in the amount of \$14,425.32 into 106.3000.400101 from OPWC Loan # CO17L
- Memo expense in the amount of \$14,425.32 from 106.1106.531101 to Stantec Consulting Inc. vendor # 6899 for invoice #433413

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

**CDBG - FY 2010 FORMULA GRANT APPROPRIATION APPROVAL - B-F-10-1AY-1**

The Commissioners were presented with Ohio Department of Development grant agreement forms for the FY 2010 Formula Grant for approval and signing. Joe Foster entertained a motion to approve and sign the grant agreements as presented and to request the County Auditor's to prepare an amended certificate to allow the appropriation of these grant funds. Lois Snyder moved and Justin Fallon seconded this motion. Upon roll call votes were as follows: Howard Joe Foster, yea; Justin L. Fallon, yea; Lois M. Snyder, yea.

Note: These funds will be appropriated on the 11/1/10 journal after the County Auditor's Office has time to prepare an amended certificate allowing this appropriation.

**STATUS REPORT****FY 2009 CDBG FORMULA GRANT (B-F-09-025-1)**

The Commissioners were presented with the Status Report for the period March 3, 2010 thru September 1, 2010 for the County's FY 2009 CDBG Formula Grant (B-F-09-025-1), which must be submitted to the Ohio Department of Development. Joe Foster entertained a motion that the Status Report be approved and signed as presented. Lois Snyder made and Justin Fallon seconded that motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, yea; Lois Snyder, yea. The form is on file in the County's CDBG grant files.

**STATUS REPORT****FY 2009 ARRA CDBG WATER/SEWER GRANT (B-R-09-025-1)**

The Commissioners were presented with the Status Report for the period March 3, 2010 thru September 1, 2010 for the County's FY 2009 ARRA CDBG Water/Sewer Grant (B-R-09-025-1), which must be submitted to the Ohio Department of Development. Joe Foster entertained a motion that the Status Report be approved and signed as presented. Justin Fallon made and Lois Snyder seconded that motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, yea; Lois Snyder, yea. The form is on file in the County's CDBG grant files.

**DEVELOPMENTAL DISABILITY – STATE OF OHIO LEASE AGREEMENT**

DD Superintendent Rosalie Durbin submitted the following lease agreement for signature:

**STATE OF OHIO LEASE**

*This is a lease (hereinafter referred to as "Lease") of real property between the State of Ohio, through its Department of Administrative Services, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, (hereinafter referred to as "State"), for and on behalf of the Department of Developmental Disabilities, (hereinafter referred to as "Agency"), and Gallia County Board of Commissioners having an office at 18 Locus Street, Gallipolis, Ohio 45631, (hereinafter referred to as "Lessee"), pursuant to the provisions of Section 123.01(A)(9), Ohio Revised Code.*

**WHEREAS**, Agency requested the drafting of this Lease of the real property, hereinafter referred to as the Leased Premises, and

**WHEREAS**, the Department of Administrative Services has determined that State owns the real property, and that it is under the jurisdiction of Agency, and

**WHEREAS**, Lessee applied to State for this Lease on the following described real property (hereinafter referred to as "Leased Premises") located at Building 6.042, 2500 Ohio Avenue, Gallipolis, OH 45631-1699 (hereinafter referred to as "the Building"):

**WHEREAS**, Agency requested the drafting of this Lease on the following described real property (hereinafter referred to as "Leased Premises") located at the Gallipolis Developmental Center and more particularly depicted in Exhibit "A" attached hereto and made a part thereof:

*Situate in the State of Ohio, Gallia County, Township of Gallipolis and City of Gallipolis being a part of Section 29, Township 3 North, Range 14 West, Ohio Company Purchase and being more particularly described as follows:*

*Being a lease on those state owned lands known as Building No. 6.042 (consisting of 13,543 square feet) of the Gallipolis Developmental Center.*

*Further reference is made to File No. 6939 on file in the offices of the Ohio Department of Administrative Services, General Services Division, Real Estate Services, 4200 Surface Road, Columbus, Ohio 43228-1395.*

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, State hereby grants this Lease to Lessee under the following terms and conditions:

**1. TERM:**

*This Lease shall be for a period of two years (2), commencing November 1, 2010 and expiring on October 31, 2012, unless otherwise terminated in accordance with the termination provisions herein.*

**Renewal Options:**

*Provided that Lessee is not then in default of its obligations to pay the rents reserved hereunder and the performance of and its covenants set forth herein, Lessee shall have the option to renew this Lease for up to three (3) successive and continuous terms of two (2) years each (the "Renewal Terms") upon the same terms and conditions as are set forth herein except that the Base Rent during said Renewal Terms shall be as follows:*

<i>Renewal Term</i>	<i>Annual Rent</i>
11/1/12 to 10/31/14	\$ To be negotiated for rental rate only
11/1/14 to 10/31/16	\$ To be negotiated for rental rate only
11/1/16 to 10/31/18	\$ To be negotiated for rental rate only

Renewal may be exercised by Lessee mailing written notice to the Director of Administrative Services at least one hundred and twenty (120) days prior to the expiration of the original term or respective renewal term. Any reference in this Lease to the "term of this Lease" shall include the Renewal Terms.

**2. CONSIDERATION:**

Lessee shall pay as monthly rent for the Leased Premises the sum of Fifteen Hundred Eighty-Seven and 69/100 (\$1587.69), the first payment being due November 1, 2010. Payment shall be made payable to the Treasurer, State of Ohio and delivered to Agency.

Lessee shall at its own cost and expense provide and pay for, trash removal, janitorial service and any telephone or data service supplied to the Leased Premises.

The Agency in exchange for the rental amount stated above shall provide utilities servicing the Building to include: electricity, natural gas, water and sewer services.

**3. USE:**

Lessee shall use and occupy the Leased Premises for office and rehabilitation training. Lessee agrees not to permit the Leased Premises to be used for any purpose inconsistent with any local, state, or federal laws or regulations, and shall be liable for any and all damages consequent upon such violation and subsequent cancellation of this Lease under the default provision herein.

This Lease is made subject to all prior leases or grants on any portion of the Leased Premises, and to the renewal thereof. State also reserves the right to grant utility easements or leases in, on, under or across the Leased Premises.

**4. MAINTENANCE/REPAIRS:**

Lessee shall maintain, repair and manage the Leased Premises in a responsible manner. Lessee's obligations under this Article 4 shall be limited to routine maintenance and repairs within the Leased Premises to include: internal walls, ceilings, floors, lighting, window glass, trash removal and snow removal from sidewalks and Lessee's parking lot, exterior lawn care and landscaping so that Lessee may conduct its business therein at all times. Any costs or expenses incurred for the maintenance of or repairs undertaken on the Leased Premises by Lessee during the term of this Lease shall be the sole obligation of Lessee. Lessee shall be responsible at its sole cost and expense for property damage to the Leased Premises and/or Building resulting from the actions of Lessee, its agents, employees, clients, invitees, or authorized representatives.

Agency shall maintain the infrastructure of the Building to include: exterior walls, roof, structural portions of the Buildings, parking lot and sidewalks, heating, venting, air conditioning systems and controls, electrical systems, plumbing facilities, windows and sashes, entrance doors, fire escapes, sprinkler systems and controls, inside stairways and elevators.

Lessee shall not deposit any debris on the Leased Premises or the adjacent state lands nor do anything that would interfere with the maintenance of any part of the adjacent state lands.

**5. CONSTRUCTION/IMPROVEMENTS:**

Lessee may improve and/or alter, **only** upon written consent by State, any structures or other improvements Lessee considers appropriate to carry out the purpose set forth herein. Any improvements and/or alterations placed on the Leased Premises by Lessee during the term of this Lease shall be at Lessee's expense.

Lessee shall cause the improvements and/or alterations to be completed free and clear of any liens, claims or mechanic's liens against the Leased Premises or the Improvements, and Lessee shall defend, indemnify and hold State harmless from any such claims or mechanic's liens and or any expenses incurred in connection therewith including but not limited to damages, interest, court costs and reasonable attorney fees.

Improvements shall be constructed in accordance with plans and specifications approved by State and Agency, and shall be constructed in accordance with all applicable building codes and in accordance with State and construction industry standards and practices. During the course of construction of the improvements, Lessee shall permit State and Agency the right, but not the obligation, to observe the progress and quality of the construction. In conjunction herewith, Lessee and Lessee's contractors shall meet with State and Agency agent(s) as often as State or Agency deemed necessary to discuss the status of said work. Any such observations or participation in such discussion(s) by State or Agency or its agent(s) shall not be deemed to be a certification by State or Agency as to the fitness of the construction of the improvements, nor shall the same give rise to any cause of action in favor of any third parties. Lessee shall also cooperate with State and Agency during the course of the construction by utilizing the construction requirements and guidelines implemented by State.

**6. ACCESS:**

State may have access to the Leased Premises at all reasonable times and in a manner that does not unduly interfere with Lessee's use of the Leased Premises, to make such changes and improvements as Agency may deem necessary, and to determine whether Lessee is complying with the terms of this Lease.

**7. ASSIGNMENT/SUBLETTING:**

Lessee shall not assign this Lease or sublet the Leased Premises or any part thereof without the prior written consent of the Director of Administrative Services.

**8. TERMINATION:**

This Lease may be terminated if the Leased Premises, or any part thereof, is needed for any public or quasi-public use or purpose. State shall give Lessee at least ninety (90) days written notice prior to such termination on or before the date set in such notice for the termination of this Lease. Lessee shall remove all personal property and movable fixtures placed on the Leased Premises by Lessee, and restore the Leased Premises to a condition satisfactory to the Director of Administrative Services at Lessee's expense. Lessee shall have no claim against State for the value of any unexpired term of this Lease, or for any costs related to the removals referred to in this paragraph.

The Lease may be terminated by Lessee by giving State at least ninety (90) days written notice prior to such termination on or before the date set in such notice for the termination of this Lease. Lessee shall have no claim against State for the value of any unexpired term of this Lease, or for any costs related to the removals referred to in this Article 8.

In the event of termination by either State or Lessee pursuant to Article 8 herein, the Lessee shall remove any and all personal property and movable fixtures placed on the Leased Premises by Lessee or that title

to same will be transferred to the State of Ohio, if the State so requests. Lessee shall restore the Leased Premises to a condition satisfactory to the Director of Administrative Services at Lessee's expense.

9. **DEFAULT:**

If Lessee breaches or defaults on any of the terms or conditions of this Lease, and if that breach or default is not remedied within thirty (30) days after written notification by State of that breach or default, State may terminate this Lease. Lessee shall have thirty (30) days from the date on the written notice of termination, to remove all personal property and movable fixtures placed on the Leased Premises by Lessee, and to restore the Leased Premises to a condition satisfactory to the Director of Administrative Services. Lessee shall then surrender possession to State. If such removals and restoration are not effected within the specified time, State may elect to restore the Leased Premises at Lessee's expense. Notwithstanding any other provision contained in this Lease, the following activities shall constitute a breach, and State shall thereafter be entitled to automatically terminate this Lease upon delivery of notice to Lessee as provided herein:

- (a) Occupancy of the premises for hazardous purposes or for a hazardous use as defined in the insurance policy required in Article 11 herein.
- (b) Failure of Lessee to comply with any Warranty or condition contained in any endorsement attached to the policy required in Article 11 herein.

10. **INDEMNITY:**

Lessee shall indemnify and hold harmless state from and against any and all claims, demands, damages, actions, or causes of action, together with any and all losses, cost, or related expenses asserted by any person or persons for bodily injury, death, or property damage ensuing from Lessee's occupation or use of any portion of the Leased Premises.

11. **INSURANCE:**

During the term of this Lease, Lessee shall at its sole cost and expense carry and maintain a broad form policy of property insurance including fire, extended coverage, vandalism and malicious mischief, special perils (including theft) insuring all building additions, alterations and improvements for the replacement cost and insuring all contents, fixtures, furnishings and equipment subject to this Lease in the amount of 100% of the insurable value.

Said policy shall designate as an additional named insured the State of Ohio as its interest may appear. This insurance shall be primary and non-contributory over all other applicable insurance.

During the term of this Lease, Lessee at its sole cost and expense shall carry and maintain a policy of Commercial General Liability including coverage for bodily injury, personal injury, wrongful death and property damage coverage together with all costs of defense. The costs of defense shall be outside of the policy limits

Such policy of insurance shall designate as an additional named insured by ISO form CG 20 11, 11/85 edition (or its equivalent) the "State of Ohio, as its interest may appear" and shall bear an endorsement to the effect that the insurer agrees to notify the state in writing not less than 60 days in advance of cancellation, nonrenewal, or decrease in coverage. This insurance shall be primary and non-contributory over all other applicable insurance. The policy will also be endorsed to include a blanket waiver of subrogation. Such policy of insurance shall be issued by an insurance company licensed by the State of Ohio and be classified as an admitted carrier protected by the Ohio Insurance Guarantee Association and acceptable to the state. Upon the execution of this Lease, Lessee shall provide to the Director of Administrative Services a certificate of evidence of such policy of insurance. The insurance company issuing the policy must carry at least an A- rating or better from A.M. Best.

**POLICY LIMITS:**

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$ 100,000	Fire Legal Liability
\$ 10,000	Medical Payments

A copy of the insurance policy shall be filed with and is subject to the approval of the Director of Administrative Services. Said policy shall contain a clause providing that 60 days prior written notice of cancellation, nonrenewal or decrease in coverage will be given to the Director of Administrative Services.

12. **PREVAILING WAGE**

Lessee shall comply with all provisions of Ohio Revised Code Chapter 4115, entitled "Wages and Hours on Public Works" in the performance of any of its obligation hereunder.

13. **EQUAL EMPLOYMENT**

Pursuant to Ohio R.C. 125.111, Lessee agrees that Lessee, its employees, agents or representatives will not discriminate by reason of race, creed, color, religion, sex, age, handicap, national origin, disability or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Lease. Lessee further agrees that Lessee, its employees, agents or representatives shall not, in any manner, discriminate against, intimidate or retaliate against any employee hired for the performance of work under this Lease on account of race, creed, color, religion, sex, age, handicap, national origin, disability, or ancestry.

14. **TAXES:**

Lessee shall be responsible for any federal, state and/or local taxes and assessments levied against State resulting from this Lease of the Leased Premises.

15. **QUIET ENJOYMENT:**

State covenants that if, and so long as, Lessee pays the rent when due and performs the covenants hereof, Lessee may quietly occupy the Leased Premises, during the term, without any hindrance by the State or any person or persons lawfully claiming under the State. The State will not warrant and defend against any claim asserted by any other person or entity. A taking by eminent domain shall not be deemed to be a breach of this covenant.

16. **REPRESENTATIVES/AGENTS:**

Where this Lease refers to the State, Agency or Lessee, those terms shall include the agents, employees, or authorized representatives of each party.

17. **NOTICES:**

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U. S. registered or certified mail, postage paid,

- (a) with respect to State, addressed to:  
Ohio Department of Administrative Services  
General Services Division

Office of Real Estate and Planning  
4200 Surface Road  
Columbus, Ohio 43228-1395

an additional copy addressed to:

Department of Developmental Disabilities  
Columbus Developmental Center  
1601 West Broad Street  
Columbus, Ohio 43222

Attention: Developmental Center Facilities Office

and, (b) with respect to Lessee, addressed to:

Gallia County Board of Commissioners  
18 Locus Street  
Gallipolis, Ohio 45631  
Attention: President

an additional copy addressed to:

Gallia County Board of Developmental Disabilities  
77 Mill Creek Road  
Gallipolis, OH 45631  
Attention: Superintendent

State, Agency and Lessee shall each have the right from time to time to specify as its address for purposes of this Lease any other address in the United States of America upon giving of 15 days notice thereof, similarly given, to the other party.

**18. HAZARDOUS MATERIALS**

Lessee and Agency shall not place, hold or dispose of any hazardous materials (as defined below) on, under or at the Leased Premises, and Lessee and Agency shall not use the Leased Premises as a treatment, storage or disposal site (whether permanent or temporary) for any hazardous materials. Lessee and Agency shall not cause or allow any asbestos to be incorporated into any improvements or alterations which either of them makes or causes to be made to the Leased Premises. For purposes of this Lease "hazardous materials" means and includes any hazardous substance or any pollutant or contaminant defined or referenced in the Comprehensive Environmental Response, Compensation and Liability Act, The Toxic Substances Control Act, or any other federal, state or local statute, law, act, ordinance, code, rule, regulation, order or decree relating to any hazardous, toxic or dangerous waste, substance or material Lessee may terminate this Lease immediately if a pre-existing hazardous condition is found to exist within the Leased Premises which Lessee considers to be dangerous to its employees, agents or invitees.

**19. CAMPAIGN CONTRIBUTIONS AND ETHICS COMPLIANCE**

Lessee hereby certifies that neither Lessee nor any of Lessee's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13."

Lessee certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

The terms of the within State of Ohio Lease are accepted and agreed to by the Ohio Department of Developmental Disabilities.

By: s/John L. Martin, Director Date: 10/5/10

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Lease as of the date first set forth above.

LESSOR  
THE STATE OF OHIO  
By: s/TED STRICKLAND  
Governor of Ohio  
By: \_\_\_\_\_  
Director of Administrative Services or  
Signatory Designee  
Statutory Agent, RC 123.01(A)(9)

**ACKNOWLEDGMENT**

State of Ohio, Franklin County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010 before me personally appeared \_\_\_\_\_, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is her/his own and the Department of Administrative Services' voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services

\_\_\_\_\_  
Notary Public, State of Ohio

My Commission Expires \_\_\_\_\_

**APPROVED AS TO FORM:**

Ohio Attorney General

By: \_\_\_\_\_ Date: \_\_\_\_\_

Rachel Gerrick, Assistant Attorney General

**NAME OF LESSEE**

The terms of the within State of Ohio Lease are accepted and agreed to by the Gallia County Board of Developmental Disabilities.

By: s/ Rosalie Darbin, Superintendant Date: 10/12/10

The terms of the within State of Ohio Lease are approved As-To-Form by the Gallia County Prosecutor.

By: s/ Jeff Adkins, County Prosecutor Date: 10/12/10

**LESSEE**

Gallia County Board of Commissioners

By: s/ Howard Joe Foster, President

Date: 10/14/2010

**ACKNOWLEDGMENT**

State of Ohio, Gallia County, ss:

On this 14th day of October, 2010 before me personally appeared Howard Joe Foster, known to be the President of the Gallia County Board of Commissioners, a Body Politic, who acknowledged that he executed the foregoing Lease for and on behalf of the Gallia County Board of Commissioners and that the same is his free and voluntary act and deed, and that he is duly authorized to enter into this Lease.

s/Connie Johnson

Notary Public, State of Ohio  
My Commission Expires 2/10/2013

As approved by the County Prosecutor and upon the recommendation of Superintendent Rosalie Durbin and the DD Board, President Foster entertained a motion to approve. Lois Snyder made and Justin Fallon seconded the motion to approve the agreement as submitted. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms Snyder, yea.

**EXECUTIVE SESSION – CHILDREN SERVICES**

Board Member Kent Shawver requested executive session. At 9:46 a.m. President Foster entertained a motion to enter into executive session with Kent Shawver, Russ Moore and Fiscal Officer Kathy Campbell to discuss a personnel issue regarding an employee hire. 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 10:00 a.m.; no action taken.

**CHILDREN SERVICES – AGENCY UPDATE**

Kent Shawver distributed the financial report for the month of September and October to date and reviewed with the Commissioners. Executive Director Russ Moore distributed the intake and screening report also reviewing with the Commissioners. The new fiscal officer, Kathy Campbell was also present for the reporting.

Foster thanked those present and their Board; stating it is commendable that they are being fiscally prudent and have themselves in the position to provide additional services to the youth of the county. Moore also expressed his appreciation to Mr. Glassburn and the DJFS agency for their support as well.

**DJFS – AGENCY UPDATE**

Director Dana Glassburn updated the Commissioners on agency activities. No action taken.

**INDUSTRIAL PARK SPECULATIVE BUILDING UPDATE**

Economic Development Director Melissa Clark received the first report from onsite supervisor Paul Hutchins and everything is going as planned. 66% of walls are up and formed, should be completed by first of next week. Building should arrive next week and will begin putting up steel end of next week. No issues have come up to date. Commissioners suggested that she obtain verification of materials that have been placed onsite for future auditing purposes.

**ENERGY COST SAVINGS**

Economic Development Director Melissa Clark also advised that the Perfection Group toured all county buildings on Oct 5 & 6 and believes there could be some cost savings for water bills of Courthouse, Guiding Hand and GALLCO structures. She requested the Commissioners sign a release to obtain this information. Lois Snyder made and Justin Fallon seconded the motion to approve the release of information. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms Snyder, yea.

**BID AWARD – VAN ZANT BOX CULVERT**

Commissioners received the following memo:

Dear Commissioners,

I have reviewed the proposals for the Van Zant Bridge project. One bid was received in the amount of \$31,269.00 from Scioto Valley Precast.

The bid is responsive, and below the engineer's estimate. The contractor meets all specifications and is qualified to perform the work.

Therefore, it is my recommendation that the above-named project be awarded to Scioto Valley Precast.

Sincerely,

*s/Jennifer Brown*

Assistant Engineer

President Foster entertained a motion to award as recommended by Assistant Engineer Brown. Justin Fallon made and Lois Snyder seconded the motion to approve the award and sign contract below. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms Snyder, yea.

**CONTRACT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, herein after called the "Contractor," and Gallia County, herein after called the "Local Public Agency."

WITNESSETH, that the Contractor and the Local Public Agency, for the considerations stated herein, mutually agrees as follows:

**Article I:** Statement of Work. The Contractor shall furnish all supervision, labor, tools, equipment, materials, hauling, and other items necessary to complete the Van Zant Box Culvert project in accordance with the "Notice to Bidders," "The Bid Proposal" and "The Specifications."

**Article II:** The Contract Price. Gallia County and will pay the Contractor \$\_\_\_\_\_ for the performance of the Contract based upon the unit prices stipulated in the "Bid Blank."

**Article III:** Performance Bond. A 100% performance bond as per O.R.C. 153.54 is to be executed and made a part of this contract.

**Article IV:** E.E.O. Signed and executed Certificate of Compliance, Affirmative Action Plan, and Certification as per attached State of Ohio Equal Employment Opportunity Requirements of Ohio Public Works Commission, ASSISTED CONSTRUCTION PROJECTS.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Witness: s/Terry Hendy

Gallia County Commissioners:

*s/H. Joe Foster*

*s/Justin L. Fallon*

*s/Lois Snyder*

**BID OPENING – GUARDRAIL PROJECT**

At 11:00 a.m. President Joe Foster opened the following bids for the County Engineer Guardrail Project:

Company	Total Bid
PDK Construction – Pomeroy, OH	\$ 238,441.25
MP Dory – Columbus, OH	\$ 267,979.38
Lake Erie Construction Co. Norwalk OH	\$ 266,420.00

The bids were turned over to the Engineer for review and recommendation. The following were in attendance: Lana Lane, Engineer's office, Resident Jason Sherrill.

**RESIDENT MICHAEL FERRELL**

Mr. Ferrell did not show or cancel this appointment.

**INVESTMENT ADVISORY COMMITTEE QUARTERLY MEETING**

At the request of the Treasurer, this meeting will be rescheduled later in October.

1:00 pm – Commissioners left the office to attend the sewer construction meetings held in the 2<sup>nd</sup> floor meeting room of the courthouse; returning at 2:00 pm.

**STANTEC CONSULTANT**

Commissioners discussed several issues with Engineer Gary Silcott on the ongoing sewer projects as well as the path of the future Green Sewer project and probable alternatives.

**VEHICLE TO MEIGS COUNTY**

The following letter was received from Sheriff Joe Browning:

*Dear Commissioners:*

*Please accept this as our request to sell a surplus cruiser of the Gallia County Sheriff's Office to Meigs County Commissioners for their Sheriff's Office for law enforcement use. The cruiser VI is 2G1WF55K539277066 and is a 2003 Chevrolet Impala.*

*Sincerely,  
Joseph R. Browning  
Sheriff*

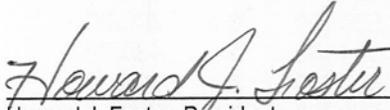
Justin Fallon made and Lois Snyder seconded the motion to sell the above stated vehicle for \$1 to the Meigs County Commissioners for use by the Meigs County Sheriff's Department. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms Snyder, yea.

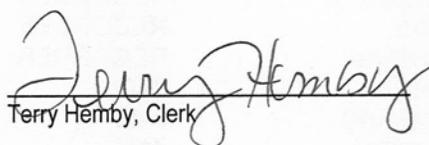
**PERSONNEL POLICY ADOPTION**

As prepared and recommended by our Labor Consultant and HR Manager, Justin Fallon made and Lois Snyder seconded the motion to adopt the draft Personnel Policy Manual. A meeting will be held with our Labor Consultant on November 5<sup>th</sup>, 2010 with all elected officials and department heads to distribute the manual and answer any questions. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms Snyder, yea.

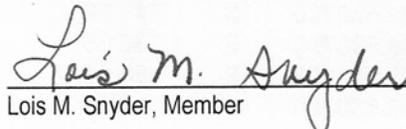
**ADJOURN**

At 3:40 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