

DECEMBER 23, 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 December 16, 2010 minutes. 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
12/20/10	14	1	0	4	1	23	0	29	7	36

SHERIFF – LEAVE DONATION FORM

Mr. Foster entertained a motion to approve a sick leave donation form submitted by the Sheriff's Office for 23 hours of sick time from Misty Clay to Amanda Blackburn. Lois Snyder moved and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

COUNTY SANITARIAN – BARB BRADLEY

Commissioners received the following letter from Sanitarian Barb Bradley requesting more tonnage for Health Department when county negotiates new landfill contract with Waste Management in FY 2011.

December 20, 2010

RE: Gallia County Landfill Contract

Dear Commissioners:

This letter is in regard to the Landfill contract with Waste Management. It is my understanding that the contract will be negotiated in 2011. Please consider requesting additional tonnage for the Gallia County Health Department during the contract negotiations.

In 1996, the Health Department was issued one thousand (1,000) tons of free disposals at the landfill. The current Health Department balance is 13.59 tons. The tonnage has been used for open dump clean-up, dead animal vouchers, nuisance complaint clean-up, and vouchers for clean-up for the townships and villages.

We are requesting seven hundred seventy-five (775) tons for a ten (10) year contract. This additional tonnage is needed to continue the voucher program for free disposal of dead animals, township and village disposal vouchers, and nuisance clean-up vouchers. The voucher program enables the Health Department to assist area farmers, townships, villages and low income residents in the disposal of solid waste that could lead to illness.

I would like to discuss the additional tonnage request with you at your earliest convenience. You may contact me at 441-2944, Monday through Friday, 8 AM to 4 PM.

Thank you for your consideration.

Sincerely,

Barbara S. Bradley, R. S.
Director of Environmental Health

COUNTY ADMINISTRATOR REPORT

County Administrator Karen Sprague reviewed with the Commission the funds that are in the red as of 12/22/10. Most are grant funds and have draws in to the funding agencies and should be received before yearend.

Kanauga-Addison Tara Estates Sanitary Sewer Lining Project contract has been approved by USDA and a pre-construction meeting has been set for 1/13/11 at 3 pm in the courthouse second floor meeting room.

County received a letter from OEPA advising their review of the Gallia County Landfill Explosive Gas Monitoring Report dated 12/7/10 reflects no gas was detected at any of the sample locations.

EMA - DESIGNATION OF APPLICANT'S AGENT RESOLUTION

Lois Snyder moved and Justin Fallon seconded a motion to approve the resolution as submitted. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

BE IT RESOLVED BY THE Gallia County Board of County Commissioners OF Gallia County

THAT Michael Null, Gallia County Emergency Management Agency Director is hereby authorized to execute for and in behalf of Gallia County, a public entity established under the laws of the State of Ohio this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 23rd Congress) or otherwise available from the President's Disaster Relief Fund.

THAT Gallia County, a public entity established under the laws of the State of Ohio, hereby authorized its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such disaster assistance the assurances and agreements as listed in the Grant Agreement.

Passed and approved this 23 day of December, 2010.

sl Howard Joe Foster

Howard Joe Foster, President

sl Justin L. Fallon

Justin L. Fallon, Vice-President

sl Lois M. Snyder

Lois M. Snyder, Member

CERTIFICATION

I, Karen Sprague, duly appointed and County Administrator for the Gallia County Board of County Commissioners, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Gallia County Board of County Commissioners of Gallia County on the 23 day of December, 2010.

Gallia County Administrator *sl Karen Sprague*

**2011 – RIO GRANDE VILLAGE
MEMORANDUM OF UNDERSTANDING
FOR THE BOARDING OF PRISONERS IN JAIL**

Mr. Foster entertained a motion to approve the 2011 Jail Contract with Rio Grande Village. Justin Fallon made and Lois Snyder seconded the motion. Roll call votes: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

THIS AGREEMENT, made and concluded at Gallipolis, Ohio this 23rd day of December, 2010 by and between Gallia County, Ohio, hereinafter referred to as "County", and The Village of Rio Grande, Ohio, hereinafter referred to as "Village", witnesseth:

1. Upon availability, County agrees to allow the Gallia County Sheriff to board, feed and otherwise care for Village prisoners, which prisoners have been arrested for, or are serving sentences for, violations of Municipal Ordinances of the Village, or of State criminal codes, in the Gallia County Jail. If the jail is overcrowded so that no more prisoners may be admitted, the Village Police shall transport all Village prisoners charged under Municipal and State Affidavits and be responsible for transportation, incarceration and costs related thereto.
2. The Village of Rio Grande shall pay to the Gallia County Sheriff's Office the sum of \$55.00 per day, per Prisoner for the room and boarding of all Village prisoners, except felons who have been bound over.
Should the Village of Rio Grande have any pay-per-stay prisoners, when the prisoner has paid for his/her jail stay, the Village of Rio Grande shall be reimbursed the amount paid by said prisoner.
3. The Village shall be responsible for all medical expenses for Village prisoners prior to their confinement, for those charged with both felonies and misdemeanors.
Other than for the exception noted below, the Village shall also be responsible for medical treatment for any confined Village Prisoner charged with a felony, until a preliminary hearing is held and the Court files an Entry binding the prisoner over, or the Grand Jury indicts said prisoner, whichever first occurs, after which the County shall assume responsibility for all medical expenses. The Village shall also be responsible for the medical expenses for any Village prisoner charged with, or convicted of, a misdemeanor crime any time during their confinement. Any time during their confinement, the Village will provide transportation to a medical facility for said prisoners.
If an inmate is required to have medical care and there is a delay in the Village being available to transport and guard them then the Sheriff (as required by law) will have them transported by county staff and will bill the Village for the man hours involved as well as the medical costs.
An exception to the Village's responsibility as listed above for medical treatment of Village Prisoners, is for any medical treatment necessitated by any event occurring during their incarceration while in the custody of the Gallia County Sheriff's Office, such as, but not limited to, an attack by another prisoner, self-inflicted injury, a slip or fall, choking, food poisoning, etc. The Village may have continuing liability for prisoners whose medical or mental conditions are known to the Village but undisclosed to the Gallia County Sheriff's Office at the time of incarceration.
4. As a means of dispute resolution, clarification, or reimbursement for damages or medical expenses, when a prisoner housed in the Gallia County Jail under a municipal conviction is involved, the County Sheriff and the Village Chief of Police shall meet and determine appropriate liability for each organization.
5. This contract shall become effective January 1, 2011, and shall continue for a term of one (1) year, expiring December 31, 2011.

IN WITNESS WHEREOF, Gallia County and The Village of Rio Grande have hereunto set their hands to duplicates hereof the day and year first above written.

GALLIA COUNTY

sl Howard Joe Foster
By: Howard Joe Foster, President
sl Justin L. Fallon
By: Justin L. Fallon Vice-President
sl Lois M. Snyder
By: Lois M. Snyder, Member

APPROVED AS TO FORM:

sl C. Jeffrey Adkins
JEFF ADKINS
Prosecuting Attorney
Gallia County, Ohio

VILLAGE OF RIO GRANDE, OHIO

sl Robert M. Easter
By: Robert M. Easter, Village Mayor

APPROVED AS TO FORM:

sl Eric Mulford
Eric Mulford
Village Solicitor
Village of Rio Grande, Ohio

**2011 – CITY OF GALLIPOLIS
MEMORANDUM OF UNDERSTANDING
FOR THE BOARDING OF PRISONERS IN JAIL**

THIS AGREEMENT, made and concluded at Gallipolis, Ohio this 23rd day of December, 2010 by and between Gallia County, Ohio, hereinafter referred to as "County", and The City of Gallipolis, Ohio, hereinafter referred to as "City", witnesseth:

1. Upon availability, County agrees to allow the Gallia County Sheriff to board, feed and otherwise care for City prisoners, which prisoners have been arrested for, or are serving sentences for,

violations of Municipal Ordinances of the City, or of State criminal codes, in the Gallia County Jail. If the jail is overcrowded so that no more prisoners may be admitted, the City Police shall transport all City prisoners charged under Municipal and State Affidavits and be responsible for transportation, incarceration and costs related thereto.

2. The City of Gallipolis shall pay to the Gallia County Sheriff's Office the sum of \$55.00 per day, per Prisoner for the room and boarding of all City prisoners, except felons who have been bound over. Should the City of Gallipolis have any pay-per-stay prisoners, when the prisoner has paid for his/her jail stay, the City of Gallipolis shall be reimbursed the amount paid by said prisoner.

3. The City shall be responsible for all medical expenses for City prisoners prior to their confinement, for those charged with both felonies and misdemeanors.

Other than for the exception noted below, the City shall also be responsible for medical treatment for any confined City Prisoner charged with a felony, until a preliminary hearing is held and the Court files an Entry binding the prisoner over, or the Grand Jury indicts said prisoner, whichever first occurs, after which the County shall assume responsibility for all medical expenses. The City shall also be responsible for the medical expenses for any City prisoner charged with, or convicted of, a misdemeanor crime any time during their confinement. Any time during their confinement, the City will provide transportation to a medical facility for said prisoners.

If an inmate is required to have medical care and there is a delay in the City being available to transport and guard them then the Sheriff (as required by law) will have them transported by county staff and will bill the City for the man hours involved as well as the medical costs.

An exception to the City's responsibility as listed above for medical treatment of City Prisoners, is for any medical treatment necessitated by any event occurring during their incarceration while in the custody of the Gallia County Sheriff's Office, such as, but not limited to, an attack by another prisoner, self-inflicted injury, a slip or fall, choking, food poisoning, etc. The City may have continuing liability for prisoners whose medical or mental conditions are known to the City but undisclosed to the Gallia County Sheriff's Office at the time of incarceration.

4. As a means of dispute resolution, clarification, or reimbursement for damages or medical expenses, when a prisoner housed in the Gallia County Jail under a municipal conviction is involved, the County Sheriff and the City Chief of Police shall meet and determine appropriate liability for each organization.

5. This contract shall become effective January 1, 2011, and shall continue for a term of one (1) year, expiring December 31, 2011.

IN WITNESS WHEREOF, Gallia County and the City of Gallipolis have hereunto set their hands to duplicates hereof the day and year first above written.

GALLIA COUNTY

sl Howard Joe Foster

By: Howard Joe Foster, President

sl Justin L. Fallon

By: Justin L. Fallon, Vice-President

sl Lois M. Snyder

By: Lois M. Snyder, Member

APPROVED AS TO FORM:

sl C. Jeffrey Adkins

JEFF ADKINS

Prosecuting Attorney

Gallia County, Ohio

CITY OF GALLIPOLIS, OHIO

sl Randall J. Finney

By: Randall J. Finney, City Manager

APPROVED AS TO FORM:

sl Adam Salisbury

Adam Salisbury

City Solicitor

City of Gallipolis, Ohio

**2011 AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN MUNICIPAL COURT
(Public Defender)**

This Agreement is entered into by and between the Gallia County Commissioners, (or County Public Defender Commission), with a mailing address of 18 Locust Street, Room 1292, Gallipolis, Ohio 45631, (hereinafter referred to as the "COUNTY"), and the city of Gallipolis, with a mailing address of 848 Third Avenue, Gallipolis, Ohio 45631 (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, Gallia County has adopted a program whereby a County Public Defender Commission has been formed and has contracted with a Not for Profit Corporation, "Gallia County Criminal Defense Corporation", in the County of Gallia.

WHEREAS, the Gallia COUNTY Public Defender Commission pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides legal representation to indigent adults and juveniles charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the COUNTY for these services.

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the State Maximum Fee Schedule for Appointed Counsel, in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.18, §120.33 and §120.35, and pay the CITY it's appropriate share if such has not already been calculated into the formula to determine compensation, and

WHEREAS, this Agreement has been authorized by the CITY by Ord. #O2010-89, passed by the CITY Council on December 14, 2010, and by Resolution passed by the Board of Commissioners of Gallia County on Dec. 23, 2010.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The COUNTY will contract with the CITY to provide legal representation in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty, except in those matters where the Public Defender, its attorneys or designees have a conflict of interest.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.
- 1.3 A major purpose of this agreement is to enable the COUNTY and CITY to obtain partial reimbursement of its costs to have the not-for-profit corporation, "Gallia County Criminal Defense Corporation", or appointed counsel in conflict situations, provide legal representation in Gallipolis Municipal Court and Gallia County Common Pleas Court for indigent adults and juveniles charged with any violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this agreement should be resolved in favor of obtaining this result.

2. COMPENSATION

- 2.1 CITY agrees to pay the COUNTY as follows:
The sum of Eleven Thousand Two Hundred Dollars (\$11,200.00) which shall constitute full and complete payment for all the Public Defender services during the term of this agreement.
Amounts paid by the Municipality for representation of such indigent persons, whether by a contractual amount or fee schedule, shall not exceed the fee schedule in effect and adopted by the County Commissioners.
- 2.2 The sum shall be paid in quarterly payments of \$2,800.00 dollars on the following dates: March 31st, June 30th, September 30th and December 31st of each year;
- 2.3 The CITY must make said payments no later than March 31st, June 30th, September 30th and December 31st. The COUNTY will issue quarterly invoices.
- 2.4 In situations where outside Counsel is appointed for representation in the Municipal Court in conflict situations, shall be paid according to the schedule promulgated by the County under O.R.C. 120.33.
- 2.5 The COUNTY and CITY agree that the COUNTY will keep any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts the CITY expended pursuant to this agreement for assigned counsel costs.

3. DURATION OF CONTRACT and TERMINATION

- 3.1 The term of this agreement shall be January 1, 2011 to December 31, 2011.
- 3.2 If COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested or is hand delivered.

4. TERMS OF AGREEMENT

- 4.1 Indigency and client eligibility for representation under this agreement shall be determined under the terms of Ohio Revised Code Section 120.05 and the Ohio Administrative Code
- 4.2 Recognizing that the requests for reimbursements must be received by the State Public Defender within sixty (60) days of the end of the calendar month in which a case is finally disposed of by the Court, the Gallipolis Municipal Court Clerk shall promptly notify the COUNTY of the municipal ordinance cases completed and pending in any month.
- 4.4 After approval, the County Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.5 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.
- 4.6 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict

with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. PARTICIPATION IN RECOUPMENT PROGRAM and APPLICATION FEE ASSESSMENT

The Parties agree to participate in a recoupment program for partially indigent defendants' counsel fees as provided in Ohio Administrative Code 120-1-05 and 120-1-03(J), and also the application fee program set out in ORC 120.36. Any application fees collected by the Municipal court clerk for defendants charged only with municipal code violations and turned over to the county shall have the County's share (80% of amount collected) be returned to the Municipality at the end of each month when the Ohio Public Defender's share of (20%) is also remitted.

6. MODIFICATION/TERMINATION

- 6.1 This contract may not be amended orally.
- 6.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.
- 6.3 This Agreement may be terminated by either party upon thirty (30) days written notice. Written notice shall be considered furnished when it is hand-delivered or when it is sent certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF GALLIPOLIS

GALLIA COUNTY PUBLIC DEFENDER COMMISSION

s/ Randall J. Finney 12/17/10
 Randall J. Finney Date
 Gallipolis City Manager

_____	_____
Lynn Angell-Queen	Date
_____	_____
Atty. William Eachus	Date
_____	_____
Glenn Miller	Date
_____	_____
Atty. Jeffrey L. Finley	Date
_____	_____
Atty. Mark E. Sheets	Date

Approved by: _____
 David H. Bodiker Date
 Ohio Public Defender

RESOLUTION - 2011 HEALTH INSURANCE RENEWAL

County Administrator Karen Sprague and Agent John Saunders met with the Commission to discuss the Health Insurance Plan for Gallia County Employees for FY 2011 (February 1, 2011 thru January 31, 2012) as follows:

1. Renewal of the current plan with Medical Mutual of Ohio (MMO) requires an increase of 29.86% with annual premiums increasing from \$3,401,614.56 to \$4,417,476.72
 - o existing plan benefits as follows:
 - employer deductible \$4000/\$8000
 - employee deductible \$200/\$400
 - coinsurance 80% / 20%
 - Max employee out of pocket (not including deductible) \$800/\$1600
 - Office Visit co pay \$20
 - Emergency Room true emergency co pay \$200
 - Emergency Room non-emergency co pay \$300
 - Inpatient Co pay \$250
 - Pharmacy 30 Day Supply co pay \$10/\$40/\$60
 - Mail Order 90 Day Supply co pay \$20/\$80/\$120
2. MMO also provided options for revised plans, one with a 20.69% increase and another with a 19.16% increase
3. United Healthcare provided plan options, one with a 6.76% increase and another with a 3.92% increase
4. UHC Option # 6 (Balanced – 20/2000/80% Plan O3Q Modified) has a 6.76% increase over current plan with annual premiums increasing from \$3,401,614.56 to \$3,631,456.80
 - employer deductible \$1000/\$2000
 - employee deductible \$1000/\$2000
 - coinsurance 80% / 20%
 - Max employee out of pocket (including deductible) \$3000/\$6000
 - Office Visit co pay \$40
 - Urgent Care co pay \$75
 - Emergency Room true emergency co pay \$200
 - Emergency Room non-emergency co pay \$200
 - Inpatient Copay \$250
 - Pharmacy 30 Day Supply co pay \$10/\$35/\$60
 - Mail Order 90 Day Supply co pay \$20/\$70/\$120
- o UHC Option # 7 (Balanced – 40/4000/80% Plan O3Q Modified) has a 3.92% increase over current plan with annual premiums increasing from \$3,401,614.56 to \$3,534,817.32
 - employer deductible \$3000/\$6000
 - employee deductible \$1000/\$2000
 - coinsurance 80% / 20%
 - Max employee out of pocket (including deductible) \$3000/\$6000
 - Office Visit co pay \$40
 - Urgent Care co pay \$75
 - Emergency Room true emergency co pay \$200
 - Emergency Room non-emergency co pay \$200
 - Inpatient Co pay \$250
 - Pharmacy 30 Day Supply co pay \$10/\$35/\$60
 - Mail Order 90 Day Supply co pay \$20/\$70/\$120

5. Option # 7 from UHC was recommended by Agent Saunders and Ms. Sprague because it provides for equal exposure for both the county and the employee at \$3000 single/\$6000 family and the annual increase is manageable at 3.92%. Ms. Sprague noted that none of the MMO options (increases ranging from 29.86% to 19.16%) can be managed along with the imminent reduction of state funding to the county as noted to us in our annual budget meeting. Choosing plans with those huge increases would cause the Commission to make major reductions in salaries and benefits in various departmental budgets, which would mean reductions of staff.
6. UHC Option # 7 reflects changes to the current MMO plan stated in Item # 1 above as follows:
 - employer deductible change from \$4000/\$8000 to \$3000/\$6000
 - employee deductible change from \$200/\$400 to \$1000/\$2000
 - coinsurance stays same at 80% / 20%
 - Max employee out of pocket (not including deductible) change from \$800/\$1600 to \$2000/\$4000
 - Office Visit co pay changes from \$20 to \$40
 - New Urgent Care co pay of \$75
 - Emergency Room true emergency co pay stays same at \$200
 - Emergency Room non-emergency co pay changes from \$300 to \$200
 - Inpatient Co pay stays same at \$250
 - Pharmacy 30 Day Supply co pay changes from \$10/\$40/\$60 to \$10/\$35/\$60
 - Mail Order 90 Day Supply co pay changes from \$20/\$80/\$120 to \$20/\$70/\$120
7. UHC Option # 7 Rates for Medical, Drug and Dental would be as follows versus the current rates:
 - o Single Medical/Drug from \$446.92 to \$484.62
 - o Single Dental from \$22.82 to \$25.04
 - o Family Medical/Drug from \$1,228.92 to \$1,332.68
 - o Family Dental from \$62.76 to \$68.88
8. Retain Vision Service Plan for Vision coverage
 - o Single Vision \$7.74
 - o Family Vision \$17.50
9. Reduce the contributions for the Cost Share Plan recommended by Saunders and Sprague as follows:
 - o Single Cost Share from \$90.00 to \$80.00 per month
 - o Family Cost Share from \$210.00 to \$160.00 per month
10. Switch to UHC for Life Insurance with \$15,000 coverage
 - o Employee Only Life from \$2.40 to \$3.60 per month
11. Although the UHC Dental and Life plans are more expensive than MMO current rates, by bundling all the coverage with UHC the county will be granted a 1st year policy savings of \$14,200 for dental and another \$14,200 for life which equates to \$10 per employee per month. So in actuality the dental and life are cheaper with UHC.
12. 2011 UHC Option # 7 rates are at a 3.92% increase from 2010 billed rates.
13. Recommendation by Saunders and Sprague to discontinue the 6% buy down put in place as 1% in 2008 and another 5% in 2009 for a total buy down of 6%, which has been paid from 105 Fund and add that back into the amounts paid by the fund and employee share.
14. This will make an overall increase to the fund share and the employee share of 9.92% (rate increase of 3.92% + 6% buy down).
15. 105 Fund currently has a cash balance of \$312,000 and the buy down would take \$180,000 of that, which does not leave enough of a cushion to front the cost share and Quick Care charges.
16. Agent John Saunders advised the Commission that Gallia County even after these benefit changes, still has one of the best employee health insurance benefits plan in the county. Mr. Saunders further stated he felt Gallia County was extremely lucky as most agencies in the county and statewide are well above a 3.92% increase, most in double digits, with numerous entities reducing benefit levels and increasing employee contributions drastically.

Lois Snyder made and Joe Foster seconded the motion to approve the recommendation as stated above and switch to United Healthcare selecting Option # 7. Roll call votes: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

FY 2011 health insurance rates for the Gallia County Employees with a 3.92% increase and adding the previous 6% buy down back into the fund/employee costs are as follows:

- Single Plan
 - o Med/Drug \$484.62
 - o Cost Share \$80.00
 - o Dental \$25.04
 - o Vision \$7.74
 - o Life/AD&D \$3.60
 - o Total \$601.00 (\$543.06 for FY 2010) (Increase \$57.94 per mo.)
 - o Increase of 10.67%
 - o Employee share (which is 12.5%) increase will be \$7.24 per month
- Family Plan
 - o Med/Drug \$1,332.67
 - o Cost Share \$160.00
 - o Dental \$68.88
 - o Vision \$17.50
 - o Life/AD&D \$3.60
 - o Total \$1,582.66 (\$1,447.86 for FY 2010) (Increase \$134.80 per mo.)
 - o Increase of 9.31%
 - o Employee share (which is 15%) increase will be \$20.22 per month

John Saunders advised he will set up a meeting with the elected officials/department heads in early January 2011 to review the UHC health insurance plan selected. Then John will hold meetings with employees to complete the employee health insurance enrollment forms. John Saunders reported the enrollment process has already started with UHC as they have forwarded the employee census from MMO to UHC. John and his staff are also working on putting together employee packets with benefit shells to be distributed during the employee meetings.

Mr. Foster noted that Gallia County has certainly appreciated the great service and consultation we have received from MMO and requested a letter be sent thanking the MMO team for their hard work and dedication to serving Gallia County Employees with health insurance over the past 5 years.

EXECUTIVE SESSION - DJFS

Director Dana Glassburn appeared to meet with the Commission and Prosecutor's Office staff to discuss the Prosecutor Title IV-D contract. In attendance for the meeting was Prosecutor Jeff Adkins along with Prosecutor staff members: Terri James, Jason Holdren and Belinda Burnett.

At 10:10 a.m. Mr. Foster entertained a motion to move to Executive Session to discuss the contract and its administration. Lois Snyder made and Justin Fallon seconded that motion; roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea. Returned to regular session at 11:05 a.m.; no action taken.

CLERK OF COURTS TITLE DEPARTMENT – LEAVE DONATION FORM

Mr. Foster entertained a motion to approve a sick leave donation form submitted by the Clerk of Courts Title Office for 29 hours of sick time from Mary Newsome to Sheri A. Shelton. Lois Snyder moved and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

DJFS – COMPUTER TRAINING GRANT APPLICATION

Director Dana Glassburn met with the Commission to discuss a basic computer training grant application that he would like to apply for with Connect Ohio ARRA Broadband Technology Opportunities Program. If awarded, the grant will run from 1/1/2011 thru 12/31/2012 providing 70% of the total application of \$47,000; grant of \$32,900 with a local match of 30%, \$14,100. This grant could include 4 computers and 1500 hours for a computer trainer. Dana is going to request a waiver to not purchase the computers since they have brand new computers at their office now that can be used for this purpose. Mr. Foster entertained a motion to approve Mr. Glassburn applying for this grant. Lois Snyder made and Justin Fallon seconded a motion to approve the grant application. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

MUNICIPAL COURT – BUDGET DISCUSSIONS

Judge Margaret Evans and Lou Ellen Werry met with the Commission to discuss the 2011 budget request for Municipal Court. CCAO has taken a position that they would like to control the court funds. Judge Evans stated she doesn't have a problem with that, but the Municipal Court Association is going to oppose that. Judge Evans noted that some of the Municipal Court funds are going to be used to support the new city building project. Judge Evans wanted to state her court is very frugal with their money and doesn't waste the money and that is why they have money now to assist with the city building project. No action taken.

SHERIFF – LEAVE DONATION FORM

Mr. Foster entertained a motion to approve a sick leave donation form submitted by the Sheriff's Office for 13 hours of sick time from Wallace F. Workman to Misty D. Newell. Lois Snyder moved and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

MISS OHIO – ASHLEY CALDWELL RECOGNITION

Mr. Foster entertained a motion to approve the following Proclamation honoring Ashley Caldwell:

**IN RECOGNITION OF
ASHLEY CALDWELL
MISS OHIO 2011**

WHEREAS, ASHLEY CALDWELL, a Gallia County resident was crowned 2011 Miss Ohio USA on Saturday October 23rd, 2010 at the Vern Riffe Center for the Arts at Shawnee State University in Portsmouth; and

WHEREAS, ASHLEY CALDWELL is a graduate of River Valley High School in Gallia County; and

WHEREAS, ASHLEY CALDWELL is the reigning Miss Northwest Ohio USA; and

WHEREAS, ASHLEY CALDWELL will be honored to represent the state of Ohio in the ultimate pageant – MISS USA; and

**WHEREAS, the Gallia County Commissioners wish to recognize ASHLEY CALDWELL on being crowned
MISS OHIO 2011**

NOW THEREFORE the Gallia County Commissioners, Gallia County, Ohio encourage all Gallia County citizens to join them, in congratulating ASHLEY CALDWELL, on this outstanding accomplishment and wish her continued success.

The Gallia County Commissioners

Signed this 23rd day of December 2010

s/Howard J. Foster, President

s/Justin L. Fallon, Vice President

s/Lois M. Snyder, Member

Justin L. Fallon moved and Lois Snyder seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea. Mr. Foster stated the Commission is very proud of Ashley's accomplishments and congratulated her on all her hard work in this endeavor. Ashley advised she will now move on to competing in the Miss USA competition in 2011.

**FAA 1st QUARTER REPORT
GALLIA-MEIGS REGIONAL AIRPORT PROJECTS**

Commission President Joe Foster entertained a motion to approve and allow County Administrator Karen Sprague to sign the FAA 1st Quarter Report for 2011 for the FAA 2010 Airport Grant. Lois Snyder moved and Justin Fallon seconded this motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, yea; Lois Snyder, yea.

BADAMHS BOARD MEMBER APPOINTMENT

Commissioners received the following correspondence:

I am submitting for your review and consideration the Board Member Application of Jason Sherrill (594 Charolais Lake Drive, Bidwell, OH 45614) to the GJM BADAMHS. Mr. Sherrill is filling the unexpired term for the position vacated by James Howard. His term would be effective from your date of appointment through June 30, 2014.

I am also including a current Board Member Data Sheet, as well as, the copies of the Legal Notices that were used to advertise this position.

Thank you for your cooperation and consideration in this matter. If you have any questions, please feel free to contact me.

Sincerely,

s/ Ronald A. Adkins, Executive Director

Mr. Foster entertained a motion to approve the appointment of Jason Sherrill to fill the unexpired term of Jason Howard. His term will be effective from today thru June 30, 2014. Lois Snyder moved and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

AMERICAN FARMER RECOGNITIONS

Mr. Foster entertained a motion to approve the following Proclamations honoring the 7 Gallia County students receiving American FFA degrees and their accomplishments:

American FFA Degree Recognition

Whereas, the FFA and agricultural education provide a strong foundation for the youth of America and the future of food, fiber, and natural resources systems; and

Whereas, the FFA promotes premier leadership, personal growth and career success among its members; and

Whereas, agricultural education and the FFA ensure a steady supply of young professionals to meet the growing demands in science, business and technology of agriculture; and

Whereas, the FFA Motto- "learning to do, doing to learn, earning to live, living to serve" gives direction of purpose to those students who take an active role in succeeding in agricultural education; and

Whereas, the American FFA Degree is the highest degree bestowed to an FFA member who accomplishes an outstanding FFA career,

Whereas,

River Valley Students:

Ryan Eggleton, Brice Darst, Patrick Mollohan, Trent Holcomb and Travis Roush.

Gallia Academy Students:

Megan Foster and Evan Wood.

Are 2010 recipients of the American FFA Degree.

Now therefore we, the Gallia County Commissioners hereby recognize their outstanding accomplishments.

Presented on this 23rd day of December 2010.

s/ Howard Joe "Foster", President

s/ Justin L. Fallon, Vice-Pres.

s/ Lois M. Snyder, Board Member

Lois Snyder moved and Joe Foster seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea. Mr. Fallon stated the Commission is very proud of the student's accomplishments and congratulated them on all their hard work. Mr. Foster thanked the students for all their efforts and the advisors for their leadership to the students. FFA Instructor Jerrod Ferguson stated these students were in the top 3% of all FFA members in the country.

EXECUTIVE SESSION - 911

At 1:05 p.m. the President entertained a motion to enter into executive session with 911 Director Sherry Daines to discuss contract negotiations. Lois Snyder made and Justin Fallon seconded that motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea. Returned to regular session at 1:25 p.m.; no action taken.

911 COLLECTIVE BARGAINING AGREEMENT

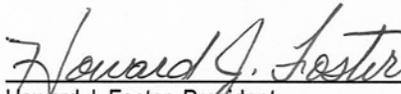
Upon recommendation of Director Sherry Daines and Labor Consultant Ken Edsall, Mr. Foster entertained a motion to approve the negotiated contract for 1/1/2011 thru 12/31/2013. Ms. Snyder moved and Mr. Fallon seconded the motion to approve the negotiated contract. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea. The contract will be voted on by the union membership on 12/29/2011 and is not final until that time.

SHERIFF - WORK RELEASE CENTER UPDATE

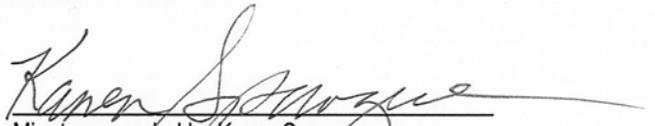
Sheriff Browning met with the Commission to report on the Work Release Center. The State Fire Marshall approved and released the work at the WRC today. There is still a State Structural Inspector that will be down next week to approve his portion of the state inspection. The building should be released for full operation before yearend.

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.



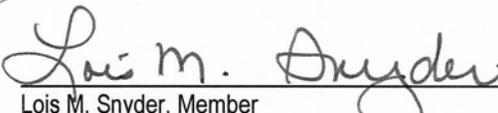
 Howard J. Foster, President



 Minutes recorded by Karen Sprague,
 Gallia County Administrator



 Justin L. Fallon, Vice-President



 Lois M. Snyder, Member