

FEBRUARY 3, 2011

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Lois M. Snyder. Roll Call: Lois M. Snyder, present; Mr. Howard J. "Joe" Foster, present; Harold G. Montgomery, present.

President Snyder entertained a motion for approval of the January 27, 2011 minutes. Harold Montgomery made and Joe Foster seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
EMA	Jill Simpkins	2/9	Jackson	Regional Citizen Corp Council Meeting
Commissioners	Joe Foster	2/9	Wellston	Solid Waste Exec Meeting
	Lois Snyder Joe Foster Harold Montgomery	2/10	Wellston	Solid Waste Meeting
	Lois Snyder Harold Montgomery	2/15	Columbus	Legislative Reception – Ohio Clerk of Courts Assoc.

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

Animal Shelter Canine Report										
Week Ending	# IN	Adopted	Reclaimed	Euthanized	Died (Natural Causes)	Rescued	Destroyed (in field)	# Out	In Foster Care	Remaining at Shelter
1/24	55	0	1	2	0	11	0	14	16	70
1/31	55	0	3	3	0	51	0	57	12	36

EXECUTIVE SESSION – DOG & KENNEL

At 9:25 a.m. the President entertained a motion to enter into executive session with Dog Warden Tim Atha to discuss personnel – inadequacy of staffing. Joe Foster made and Harold Montgomery seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea. Returned to regular session at 10:04 a.m.; no action taken.

AIRPORT AUTHORITY BOARD APPOINTMENT

Commissioners received the following correspondence:

I have received Louis Manyak's resignation from the Airport Authority; reason for leaving was not enough time in town to assist with the airports needs. The Airport Board has discussed and accepted Mr. Manyak's resignation; Mr. Manyak has requested that the board still use him as a consultant as needed and the board has agreed.

At this time, the airport board would like to recommend Tammi Brabham to fill the vacant airport authority seat. Tammi has previous experience as a board member and is a business person in the community. She is not currently a tenant or pilot at the airport, which gives the airport board a good outside observer of the airport situations.

Vote: Bret Little, yea; Randy Sheidler, yea; Dr. Howard Linder, yea; David Rice, yea.

Thank you,

Bret M. Little, President

Gallia-Meigs Regional Airport Authority

Harold Montgomery made and Joe Foster seconded the motion accepting the resignation of Manyak. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea. The reappointment of a new board member was tabled.

CONSULTING SERVICES AGREEMENT

County Auditor Larry Betz submitted the 2011 & 2012 consulting services contract with Local Government Services, LLC for approval:

CONSULTING SERVICES AGREEMENT

This agreement made this 3rd day of February, 2011, by and between the County of Gallia, State of Ohio, hereinafter referred to as "County" and Local Government Services, LLC, 101 East Sandusky Street, Suite 320, Findlay, Ohio 45840, hereinafter referred to as "LGS":

WHEREAS, LGS focusing on service to local governments, wishes to provide certain technical and specialized consulting services related to the execution and management of various aspects of county government; including the operation and function of the office of county auditor, commissioners, and treasurer, ad,

WHEREAS, County desires to utilize such services provided by LGS; and,

WHEREAS, this Consulting Service Agreement is in compliance with Section 9.36 of the Revised Code; and,

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

- 1. SCOPE OF SERVICES. Under this agreement, the County is entitled to consulting services by written, telephonic, or email communications for ordinary operational problems. County is also entitled to two days, or parts thereof, of on-site consultation at the rate of \$500/day or part thereof, plus ordinary and customary expenses.*

2. **DURATION OF AGREEMENT.** The term of this agreement shall be from February 1, 2011 through January 31, 2013.
3. **COMPENSATION.** In consideration of the services of LGS as provided, County shall pay a fee annually of \$4,700.00 (Four-thousand Seven-hundred dollars), due in two installments on March 2, 2011 and March 1, 2012.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year as written above.

Witness:

s/Terry Hemby, Clerk

s/Lois M. Snyder, President

Gallia County Board of Commissioners

Witness:

s/Elizabeth Dunfee

s/Richard F. Hoffman, President

Local Government Services, LLC

Upon the recommendation of Auditor Larry Betz, Joe Foster made and Harold Montgomery seconded the motion to approve the agreement. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

EXECUTIVE SESSION - DJFS

At 10:18 a.m. the President entertained a motion to enter into executive session with DJFS Director Dana Glassburn to discuss contract issues. Harold Montgomery made and Joe Foster seconded the motion; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea. Returned to regular session at 10:52 a.m.; no action taken.

WORK PLACE BENEFITS OF OHIO

Work Place Benefits of Ohio Representative David Graham met with the commissioners to discuss a voluntary employee benefits program. Information was distributed to those present and a presentation given on his program.

Commissioners advised they would discuss the program with the payroll department and get back to him with a decision.

In attendance: County Payroll Clerk Brenda Thompson, County Deputy Auditor Jim Clark, City Auditor Annette Landers, and Tribune Reporter Amber Gillenwater.

BOARD OF ELECTIONS AGENCY UPDATE

Board Members: Robbie Jenkins, John Burnett and Directors Jeff Halley and Dale Whitt met with the Commissioners to update them on the agency activities.

Director Halley stated, we met with the Commissioners in November and discussed our budget and we plan to come in once a month to meet with the Commission. We attended a conference in Columbus last week and we expect some new legislation in election reform this year. Some counties are sending out absentee ballots to every voter. As smaller counties, we'd like the state to decide if all counties are going to be required to do this and who will provide funds to cover these costs. The state is also talking about vote centers and eliminating polls, calling them super polls. This would not eliminate central committee members, but would eliminate poll workers. There will be a new project manager appointed at the Secretary of State office and there may be some new pilot programs in mind. Early vote centers are also being discussed, but would not affect our County, as we already offer this in house. On the up side, there will be no May primary this year.

AGREEMENT BETWEEN SHERIFF & GJVM SOLID WASTE MANAGEMENT DISTRICT

Sheriff Joe Browning submitted for approval the following renewal contract between the Sheriff and the GJMV Solid Waste Management District to promote enforcement activity directly related to illegal dumping and littering in the county:

Agreement between the Sheriff of Gallia County and The Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District

THIS AGREEMENT is made and entered into as of the 14th day of January, 2011 by and between the Sheriff of Gallia County, Ohio and the Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District (the District), acting by and through its Board of Directors, under the circumstances summarized in the following recitals:

A. The District is a joint solid waste management district established by the Counties of Gallia, Jackson, Meigs and Vinton Counties in accordance with Section 343.01 of the Ohio Revised Code for the purposes stated within said section;

B. The approved Solid Waste Management Plan of the District provides for the funding of Sheriff's Departments in the District to conduct enforcement activities in conjunction with the Health Departments and District personnel;

C. The District Board of Directors has allocated funds in the 2011 District budget for this purpose and wishes to distribute those funds to the Sheriff's Departments in the District;

NOW THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Board of Directors and the Sheriff of Gallia County agree as follows:

Section 1. Sheriff Department Services

a. The Sheriff of Gallia County will provide a Deputy Sheriff that is certified as a peace officer by the Ohio Peace Officers Training Council to investigate each illegal dumping or litter complaint filed with said Gallia County Sheriff's Department. Said Deputy Sheriff shall work a minimum of 12 (twelve) hours per week performing enforcement activity directly related to illegal dumping or littering for a period commencing January 1, 2011 and ending December 31, 2011.

b. The Sheriff of Gallia County shall furnish monthly activity reports to the District on a form prescribed and furnished by the District. Said Sheriff will also make available to the District copies of case data and field reports relating to illegal dumping or litter complaints, at the request of the District.

Section 2. Disbursements to the Gallia County Sheriff

a. The District agrees to disburse to the Gallia County Sheriff a total of \$50,000.00 (fifty thousand dollars) in 2011 for the activities outlined in section 1 of this agreement. Payment will be made in 4 (four) equal payments on the following dates: February 10, 2011; April 10, 2011; July 10, 2011 and October 10, 2011.

b. The Sheriff of Gallia County agrees that monies will only be expended for statutory purposes directly related to the enforcement of environmental laws of the State of Ohio and that any monies expended for any other purpose shall be repaid to the District. The Sheriff further agrees to maintain detailed records of the monies disbursed under this agreement and make said records available to the District upon request by the District.

Section 3. Compliance with Federal and State Law

a. The Sheriff agrees to comply with all applicable federal, State and local laws in the performance of any activities contemplated by this agreement. The Sheriff is an independent contractor with the District under this agreement, and neither the Sheriff or his employees or agents are employees of the District. The Sheriff accepts full responsibility for payment of all unemployment compensation, workers compensation premiums, income tax deductions, and any other taxes or payroll deductions required for the employee engaged to perform the activities contemplated by this agreement.

Section 4. Indemnification

a. The Sheriff agrees to the extent permitted by law, to protect, defend, indemnify and hold harmless the Board of Directors, the policy committee and any committee or subcommittee thereof, the District, and all officers, employees and agents of the foregoing, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of, or in connection with, any acts or omissions of the Sheriff negligent or otherwise.

Section 5. Termination.

a. Either the District Board of Directors or the Sheriff may terminate this Agreement at its sole option and discretion without cause upon notice, in writing to the other party not fewer than 30 days prior to the effective date of termination, which shall be specified in the notice. Upon receipt by the Sheriff or the giving by the Sheriff of any such notice of termination, the Sheriff shall not incur any additional obligations, and shall use his best efforts to cancel any obligations previously incurred that are cancelable, for performance of Statutory Purposes to the extent that monies disbursed under this Agreement are proposed to be expended, to pay the costs of performance of those Statutory Purposes provided that notwithstanding the termination of certain other provisions of this Agreement, the District agrees to disburse additional monies to the Sheriff in accordance with **Section 2** of this Agreement to the extent necessary to reimburse the Sheriff for costs paid or non-cancelable obligations properly incurred by the Sheriff for the performance of Statutory Purposes prior to its receipt or giving of notice of termination. Any monies disbursed to the Sheriff under this Agreement that have not been expended or encumbered for the payment of non-cancelable obligations properly incurred by the Sheriff prior to his receipt or giving of notice of termination, shall be repaid to the District on the effective date of termination, and the Sheriff shall submit a completed statement to the District stating the balance of the funds disbursed to him by the District as of the effective date of termination and the amount expended, or encumbered but not yet expended, for the payment of non-cancelable obligations properly incurred by the Sheriff prior to his receipt or giving of notice of termination. In the event that monies encumbered for non-cancelable obligations properly incurred by the Sheriff remain on deposit on the effective date of termination or additional monies are to be disbursed to the Sheriff in accordance with this Agreement for costs paid or non-cancelable obligations properly incurred by the Sheriff for the performance of Statutory Purposes prior to his receipt or giving of notice of termination, the various provisions of this Agreement other than the obligation of the District to disburse monies to the Sheriff set forth in **Section 2**, except to the extent that obligation survives as provided in this **Section 5**, shall survive the termination of this Agreement pursuant to this **Section 5**.

Section 6. Notices.

a. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

If to the Sheriff: Gallia County Sheriff
Courthouse
Gallipolis, Ohio 45631-1289

If to the District: GJM Solid Waste Management District
1056 South New Hampshire Ave.
Wellston, Ohio 45692

The Sheriff or the District may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 7. Integration and Binding Effect.

a. This Agreement embodies the entire agreement of the parties. There are not any promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements either written or oral, between the parties to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Sheriff and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party.

Section 8. Amendments, Changes & Modifications.

a. This Agreement may not be effectively amended, changed, modified or added to except by an instrument executed in the same manner as this Agreement approved by each party hereto at such time.

Section 9. Counterparts.

a. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 10. Severability.

a. In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken there under or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof, made, assumed, entered into, or taken there under (except to the extent that such remainder or section or provision or other covenant stipulation, obligation agreement act or action or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative made, entered into or taken in the manner and to the full extent permitted by law.

Section 11. Construction.

a. The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable State or Federal laws or regulations issued there under, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

Section 12. Captions & Headings.

a. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or sections of this Agreement.

Section 13. Laws of State Govern.

a. This Agreement shall be deemed to be an agreement made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Sheriff of Gallia County and the Gallia, Jackson, Meigs & Vinton Joint Solid Waste Management District, acting by and through its Board of Directors, have caused this Agreement to be executed and to be effective as of the date set forth above.

Sheriff of Gallia County

Gallia, Jackson, Meigs & Vinton

By: *Joseph R. Browning*

Title: Sheriff

Date: 1/10/11

Joint Solid Waste Management District

By: *Terri B. Maraki*

Title: Director

Date: 1/6/11

Gallia County Commissioners:

Lois M. Snyder 2/3/11

Howard J. Foster 2/3/11

Harold G. Montgomery 2/3/11

Upon the recommendation of Sheriff Browning, Harold Montgomery made and Joe Foster seconded the motion to approve the contract; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

MEETING ROOM USE

Al Salyers with AAA requested the use of the second floor meeting room for driving school. A fee is charged to the teenagers and this then goes to the Local AAA business. Commissioners explained that this is a facility paid for by taxpayers and to open it for a profit business would not be allowable. The courthouse is also a secured structure which closes at 4pm.

AIRPORT 2010 FUND ANALYSIS REPORT

The County Administrator presented the Commission with Airport Fund Analysis for FY 2010, noting the following:

- Fund started 2010 with cash balance of \$34,974.10
- YTD Revenues \$384,306.94
- YTD Expenses \$287,336.86
- Yearend cash balance \$31,944.18

KANAUGA/ADDISON SEWER PROJECT

The County Administrator presented the Commission with a letter from USDA formally approving Gene MacEachen as Resident Project Representative for the Kanauga/Addison Sewer Project.

COST ALLOCATION PLAN

The County Administrator presented the Commission with the Cost Allocation Plan from Maximus Consulting Services, Inc. and a request from Maximus for the Plan Certificate so the company can get the plan printed and mailed to the county. Joe Foster made and Harold Montgomery seconded the motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

AIRPORT – 2010 FAA GRANT

WETLAND/STREAM PERMIT APPLICATION CONTRACT FOR OBSTRUCTION REMOVAL PROJECT

The County Administrator presented the Commission with a contract proposal from Spectrum Environmental Group for preparation of the wetland/stream permit application on behalf of Gallia County that will be submitted to the FAA. The FAA is requiring this as a part of the Obstruction Removal Plans and Specifications Project. The contract amount is \$10,630 and it was noted that proposals were solicited early on in this project by Delta Airports and the proposal from Spectrum Environmental Group was selected to be utilized for the pre-application for the project grant funding. Funding for this contract will be provided 95% by the FAA grant and 5% from the Airport Fund. Lois Snyder entertained a motion to approve awarding the contract and signing the proposal. Harold Montgomery moved and Joe Foster seconded a motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

AIRPORT – DISADVANTAGED BUSINESS ENTERPRISE PLAN

The FAA is requiring Gallia County to adopt a Disadvantaged Business Enterprise Plan for the Gallia-Meigs Regional Airport. The DBE Plan is a draft at this point and there is a requirement for notice to the public in the newspaper with a public comment period thru 3/22/2011. The public notice will run in the newspaper on 2/4/2011. The County must approve the draft plan now so that it can be mailed unsigned to the FAA Civil Rights division. At the end of the public comment period the County will need to formally adopt the plan, sign it and mail it to the FAA. Lois Snyder entertained a motion to approve the draft DBE Plan for the Airport. Joe Foster made and Harold Montgomery seconded that motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

SEMI-ANNUAL REPORT

CDBG ED REVOLVING LOAN FUND

The County Administrator presented the Commission with the Semi-Annual Report for the CDBG ED Revolving Loan Fund for the period of June 30, 2010 thru December 31, 2010 as completed and presented to the County by Enterprise Development Corporation. Lois Snyder entertained a motion that the report be approved and signed as presented. Harold Montgomery moved and Joe Foster seconded that motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea. The form is on file in the County's CDBG grant files.

JANUARY 2011 FINANCIAL REPORT REVIEW

The County Administrator presented the Commission with:

- The January 2011 Financial Reports for comparison with the January 2010 Financial Reports. The following was noted during the review:
 - 1/1/2010 beginning cash balance was \$1,098,183.64
 - 1/1/2011 beginning cash balance was \$589,342.87
 - Difference of \$508,840.77
 - 1/31/2010 ending cash balance was \$301,502.09
 - 1/31/2011 ending cash balance was (\$91,668.84)
 - Difference of \$393,170.93

- The General Fund has increased by \$115,669.84 in cash balance in comparison with the 1/1/2011 review

BID AWARD – 2011 WEED CONTROL

County Engineer Brett Boothe submitted the following letter:

Commissioners:

After reviewing the bids received on January 27, 2011 for the 2011 County-wide Weed Control Program I hereby recommend the bid be awarded to Tru-Quality Services, LLC for the following price:

Tru-Quality Services LLC

Treatment 1	1500 Gallons	\$1.700 per gallon	\$ 2,550.00
Treatment 2	1500 Gallons	\$1.700 per gallon	\$ 2,500.00
Treatment 3	172,000 L.F.	\$0.059 per lineal ft.	\$10,148.00
Treatment 4	50,000 Gallons	\$0.766 per gallon	\$38,300.00
		Grand Total	\$53,548.00

Respectfully,

Brett A. Boothe, P.E., P.S.

Gallia County Engineer

Joe Foster made and Harold Montgomery seconded the motion to award as recommended by the County Engineer. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

GENERAL ROAD WORK & DUST CONTROL CONTRACT

The General Road Work & Dust Control agreement was received from Cheshire Township. Joe Foster made and Harold Montgomery seconded the motion to approve. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea. A complete description of the agreement is located in Journal 45, Page 382.

CORRECTED GUARDRAIL PLAN - CR 1.-0.00

Harold Montgomery made and Joe Foster seconded the motion; to approve the updated guardrail plan that reflects the corrected date by ODOT, as submitted and recommended by the County Engineer. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

SEWER DELINQUENCY COLLECTIONS

Susan McDonald with CBCS Collection Agency met with the Commissioners to present an overview of their company and services they can offer with collections of delinquent sewer accounts.

This company is a local collection agency with the corporate office in Columbus and a call center in Chillicothe. They currently handle collections for Holzer Medical Center, Holzer Clinic, BREC, various physicians, dentists and chiropractors in the area and also for County EMS. Our collectors are fully trained, professional and persistent. No upfront fees to the county, they work strictly by commission and receive a percentage of either the collections or a flat amount.

If we would opt to turn it to collections instead of attaching it to property taxes the account would then only accrue the counties monthly penalty in lieu of the Auditor/Treasurer fee which is 5%. Commissioner's office advised we need to look at the legal aspects of this with the Prosecutor.

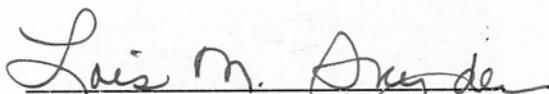
In Attendance: Susan McDonald, Karen Sprague, Jim Clark, Terri Short, Tammy McConnell, Connie Johnson.

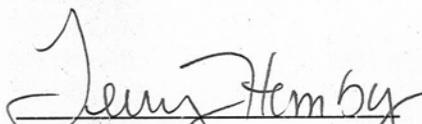
PROPERTY MANAGEMENT COMMITTEE

Commissioners attended a property management committee meeting with City officials. No action taken.

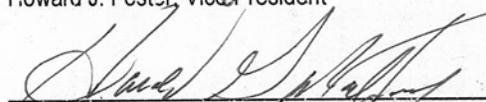
ADJOURN

At 7:20 p.m. President Snyder entertained a motion for adjournment. Harold Montgomery made and Joe Foster seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.


 Lois M. Snyder, President


 Terry Hemby, Clerk


 Howard J. Foster, Vice President


 Harold G. Montgomery, Member