

JANUARY 26, 2012

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 Harold G. Montgomery. Roll Call: Harold G. Montgomery, present; Vice President Mr. Howard J. "Joe" Foster, present; Commissioner Lois M. Snyder, present.

President Montgomery entertained a motion for approval of the January 19, 2012 minutes. Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	Joe Foster	1/26	Waverly	OVRDC Exec Mtg
	Lois Snyder	1/31	Piketon	OVRDC&D Mtg
DJFS	Lori Church	1/24	Jackson	7 County Forms Group

President Montgomery entertained a motion to approve travel requests as submitted. Joe Foster made and Lois Snyder seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, 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
1/23	26	0	0	0	0	20	0	20	11	62

LEAVE DONATION APPLICATION

Commissioners received the following leave donation application:

Department	Donating Employee	Receiving Employee	Hours Donated	Pay Period
Sheriff	Charles Chambers	Mark Beaver	40	2/10/12

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

CREATE NEW FUND
2011 DRUG USE PREVENTION GRANT

Sheriff Joe Browning requested the Commission to create a new fund for 2011/2012 Drug Use Prevention Grant and to request the County Auditor's Office to create a new fund for this grant titled "2011 Drug Use Prevention Grant", give that grant fund number 116 with the following line items:

New Fund:
116 2011/12 Drug Prevention Grant

Revenue Line:
116.3000.400100 Grant

Expenditure lines:
116.0116.510200 Salaries
116.0116.536400 PERS
116.0116.536500 W/C
116.0116.536600 Medicare

Joe Foster made and Lois Snyder seconded the motion to approve the creation of the above fund and line items **retroactive to October 27, 2011** as action was taken by the Commission on that date but the entry was inadvertently not included on the Commissioners Journal. Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

WORK RELEASE CENTER RENTAL

Commissioners were in receipt of the following correspondence:

Dear Commissioners:

I did receive your recent request for the Gallia County Board of DD to consider waiving the rent for the old Guiding Hand School, currently leased by the Gallia County Sheriff's Department for the operation of the Work Release Center. In response, I did share this information with our Board at our most recent meeting on January 17th.

Even though the Gallia County Board of DD has also suffered repeated cuts in funding, the Board wishes to respond in good faith and offer assistance to the Sheriff's Department. Our Board has offered to reduce the rent from \$500 a month to \$1 a month for a period of six months. By doing so, this would allow the current lease to remain intact with this amendment, which would be recognized February through July, 2012. The Board hopes that this action will be of assistance to the Sheriff's Department during these difficult financial times.

*Respectfully submitted,
s/ Rosalie A. Durbin, Superintendent*

EQUIPMENT TRANSFER

Commissioners were in receipt of the following correspondence:

The following computer and / or office equipment is currently in the possession of the Gallia County Sheriff's Office;

1. TV 13", Toshiba, Model# CM1301A
2. Monitor, KDS, Model# XF7E, SN# 1741SAB43601608
3. Printer, Dell, Model# MFP1600
4. FAX, Brother, Model # 1270e, SN# U603025SK197038

5. Printer, HP DeskJet, Model# 2280tn, SN# MY373311FW
6. FAX, Brother, Model # 1270e, SN# U60302F4K990116
7. Printer, OKI, Model# 320, SN# 301D4075314
8. Monitor, Gateway, Model# VX730, SN# MU17089B0004076
9. FAX, Sharp, Model# UXP100, SN# 3715749Y
10. Printer, XEROX, Model# 8200,
11. Printer, XEROX, Model# 8200
12. TV 13", RCA, Model# E13201BK
13. Monitor, BENQ, Model# FP531

This equipment is no longer functioning. Additionally, none of the equipment has been leased or purchased with grant funding. The equipment will be donated to the University of Rio Grande computer sciences class where it will be repurposed. There are no hard drives or other sensitive material that remains with these items.

I request that Gallia County Commissioners approve the disposal of these items as outlined above.

s/ R. E. Graa

Chief Deputy Gallia County Sheriff's Office

Joe Foster made and Lois Snyder seconded the motion to approve the transfer of equipment as recommended; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

AGREEMENT WITH SHERIFF & SOLID WASTE DISTRICT

Sheriff Browning submitted the following agreement for approval:

**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 15th day of January, 2012 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 it's 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 Health Departments and District personnel;

C. The District Board of Directors has allocated funds in the 2012 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 **16 (sixteen)** hours per week performing enforcement activity directly related to illegal dumping or littering for a period commencing January 15, 2012 and ending December 31, 2012.

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 \$25,000.00 (twenty five thousand dollars) in 2012 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, 2012; April 10, 2012; July 10, 2012 and October 10, 2012.

b. The Sheriff of Gallia County agrees that monies will only be expended for 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.

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, his employees and agents, negligent or otherwise.

Section 5. Termination.

a. Either the District Board of Directors or the Sheriff may terminate this Agreement 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. 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 obligations properly incurred by the Sheriff for the performance of its obligations under this Agreement prior to it's 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 obligations 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 obligations incurred by the Sheriff prior to his receipt or giving of notice of termination. In the event that monies encumbered for obligations 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 obligations incurred by the Sheriff for the performance of the duties

under this Agreement 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**, shall survive the termination of this Agreement.

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

If to the District: GJMV 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 no 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, which consent shall not be unreasonably withheld.

Section 8. Amendments, Changes & Modifications.

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

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 or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof, 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, 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 section 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 of Ohio and for all purposes shall be governed by and construed in accordance with the laws of said State.

IN WITNESS WHEREOF, the Sheriff of Gallia County and the Gallia, Jackson, Meigs & Vinton Joint Solid Waste Management District, acting by and through it's 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 By: <i>s/ Joseph R. Browning</i> Title: Sheriff Date: 1/23/12 Commissioners of Gallia County: <i>s/ Harold G. Montgomery</i> , President <i>s/ Howard J. Foster</i> , Vice President <i>s/ Lois M. Snyder</i> , Commissioner	Gallia, Jackson, Meigs & Vinton Joint Solid Waste Management District By: <i>s/ Terri B. Marchi</i> Title: Director Date: 1/9/12
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Lois Snyder made and Joe Foster seconded the motion to approve the above agreement as presented; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

WORK RELEASE CENTER 2011 REPORT

Sheriff Browning distributed the 2011 Work Release Center to the Commissioners and reviewed the document with them. A copy is on file in the Commissioners Office.

MERCERVILLE SEWER – PRESS RELEASE

The County Administrator presented the Commission with a draft press release regarding the Mercerville Sewer Tap-In Grant deadline. Mr. Foster moved and Ms. Snyder seconded a motion to approve the press release as follows. Roll call votes: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

1/26/2012
PRESS RELEASE

The Gallia County Board of Commissioners announces that the Mercerville Sewer Tap-In grants for income qualified owner-occupied residences will expire 2/28/2012. If owner-occupied property owners have not connected to the Mercerville Sewer System, please contact Gallia-Meigs Community Action Agency Housing Assistant Diana Roush at 740-446-1018 to begin the process of income verification to be able to utilize the grant funds to pay your entire cost of connection to the sewer system. Contact with GMCAA needs to be made immediately in order to meet the 2/28/2012 construction deadline of the grant.

FAA GRANT 2011 DRAW #3 APPROVAL
GALLIA-MEIGS REGIONAL AIRPORT PROJECT

Karen Sprague, County Administrator, provided the Commission with FAA grant 2011 draw #3 forms requesting \$45,291.00 from the County's FAA grant for Thompson Petroleum construction services and Delta Airport Consultants engineering services for the Gallia-Meigs Regional Airport Fuel Farm Project. Harold Montgomery entertained a motion to approve and sign the grant draw #3 forms for payment of engineering invoices as presented. Joe Foster moved and Lois Snyder seconded this motion. Upon roll call votes were as follows: Harold Montgomery, yea; Joe Foster, yea; Lois Snyder, yea.

2012 AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN MUNICIPAL COURT
(Public Defender)

Joe Foster made and Lois Snyder seconded a motion to approve the 2012 Agreement for Indigent Defense Services in Municipal Court as presented and approved by the City of Gallipolis. Roll call votes: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

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. #Q2011-117, passed by the CITY Council on December 20, 2011, and by Resolution passed by the Board of Commissioners of Gallia County on January 26, 2012.

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

1. REPRESENTATION

- 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.
- 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.
- 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

- 1 CITY agrees to pay the COUNTY as follows:
The sum of Fifteen Thousand Dollars (\$15,000.00) 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 The sum shall be paid in quarterly payments of \$3,750.00 dollars on the following dates: March 31st, June 30th, September 30th and December 31st of each year;
- 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.
- 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.
- 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

- 1 The term of this agreement shall be January 1, 2012 to December 31, 2012.
- 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 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested or is hand delivered.

4. TERMS OF AGREEMENT

- 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
- 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.
- 3 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 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.
- 5 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**

- 1 This contract may not be amended orally.
- 2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.
- 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

sl Randall J. Finney 12/29/11

 Date
 Randall J. Finney
 Gallipolis City Manager

GALLIA COUNTY PUBLIC DEFENDER COMMISSION

 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

Approved by:

sl Adam R. Salisbury 12/20/2011

 Adam R. Salisbury Date
 Gallipolis City Solicitor

BP SEWER – ODNR WWT LAGOON REPORT

The County Administrator presented the Commission with the Bidwell-Porter Waste Water Treatment Lagoon Report from ODNR. The inspection went well with only minor repairs needed such as some brush removal and filling in the rodent burrows. The BPWWTP Emergency Action Plan must be updated as well.

KA SEWER – NOTICE OF GRANT FUNDING EXPIRATION

County Administrator Karen Sprague presented the Commission with notification from ODOD of the upcoming expiration of the CDBG Water Sewer Grant for the KA Sewer Project, which will expire 2/28/2012. Ms. Sprague noted the county has already requested 2 extensions for this grant and it appears a 3rd will need to be requested due to Trimat not completing the project timely which has required the county's termination of their contract with Trimat. Commission requested Ms. Sprague draft a 3rd extension request letter to ODOD for approval at the next meeting.

KA SEWER – UNITED SURVEY REQUEST FOR CHANGE ORDER #1

County Administrator Karen Sprague presented the Commission with a change order request in the amount of \$4,170.00 from United Survey, Inc. for their company's part of the Kanauga-Addison Sewer Project. The change order description of work reads:

Due to circumstances beyond our control we have not been able to complete the Cured-In-Place Pipe Lining for the Tara Estates Sewer Rehabilitation Project. We are able and willing to complete this contract; however since we will have to make an additional mobilization and de-mobilization that was not included in our initial bid we are requesting additional compensation.

Ms. Sprague noted this change order is due to Trimat not finishing the project in a timely fashion, because the final part of the sewer lining project cannot be completed until Tara Estates Subdivision is connected to the KA sewer system and Trimat has not finished lift station # 4 and the final section of sewer line to Tara Estates which must be completed in order for the connection to occur. Commissioners tabled action in this regard until they can meet with the bonding company to determine if this additional cost will be covered as liquidated damages.

FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with and reviewed the 3RD Amended Certificate of Estimated Resources.

CONTRACT – US BRIDGE

Engineer Brett Boothe submitted the following contract for signature:

CONTRACT

This agreement, made and entered into this 26th day of January 2012, by and between the Board of County Commissioners of Gallia County, Ohio acting by and through Harold Montgomery, President, hereinafter designated the Owner, and US Bridge of the City of Cambridge, County of Guernsey and State of OH, hereinafter designed the Contractor:

Witnesseth: That the parties to these present, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the owner for itself, its successors and assigns, and the contractor for themselves and their heirs, executors, administrators, successors and assigns, as follows:

That the contract, in consideration of the sums of money herein specified to be paid by said owner to said contractor, shall and will at US Bridge's own cost and expense, furnish all labor, materials and equipment necessary to complete the entire project in accordance with the Proposal submitted on 1/12/2012 and in accordance with the Specifications, General Provisions and Special Provisions and the Drawings therein mentioned which Specifications, General Provisions, Special Provisions and Drawings, together with Advertisements, Information for Bidders, Proposal and bonds are hereby made a part of this Agreement, and incorporated by reference herein, all of said work to be fully completed to the satisfaction of the Engineer and to the acceptance of the Board of County Commissioners, Gallia county, Ohio.

Attest: Contractor US Bridge by: _____

Board of Commissioners, Gallia County, Ohio, By:
 sl Harold G. Montgomery
 sl Howard J. Foster
 sl Lois M. Seyder

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

NEG PROGRAM UPDATE

DJFS Director Dana Glassburn updated the Commissioners on the National Emergency Grant (NEG) Program, noting Assistant Economic Development Director Jake Bodimer is in mandatory training today for the NEG Program. The OSHA training is back on schedule and the NEG Program is working well with a new training area. No action taken.

SUB CONTRACTOR CONCERNS

Todd Bryant, Owner of Bryant Farms and Eric Cisco, Owner of Supreme Asphalt, met with the Commission to discuss the Kanauga/Addison Sewer Project. Mr. Bryant noted that he thought the Commission would hold a sewer construction meeting today which was the purpose of their attendance. The Commission noted the contract with Trimat has been terminated and turned over to the bonding company whom will be meeting with Trimat supposedly next Tuesday. Mr. Montgomery noted the County's understanding is after meeting with Trimat, the bonding company will schedule a meeting with the County. Mr. Bryant and Mr. Cisco were advised they both need to file a claim in writing against the project and there is a limit to the time frame it can be filed; further noting the claims need to be submitted by certified mail.

EMS AGENCY ISSUES

EMS Director Larry Boyer met with the Commission to discuss maintenance bills for his facilities. Commission instructed Mr. Boyer that he needs to pay for any bills that are generated by the EMS Dept. with EMS funds. Also discussed were maintenance costs with EMS squads, towing bill and a battery, around \$150; all other problems with this ambulance were covered by Ford under warranty. Mr. Boyer advised the billing company has recommended an increase in the EMS billing rates. The Commission advised him to explore a new rate structure and report back to the Commission with a recommendation. Commission discussed Lawrence County mutual aid with Director Boyer and requested that he define the area where we ask for mutual aid so that it can be placed on a map for our 911 Center for both the Cadmus area and the Crown City area.

ECONOMIC DEVELOPMENT – REAP PROGRAM

ED Director Melissa Clark met with the Commission for approval of an agreement with the Voinovich School for the REAP Program, funding coming from EDA. Lois Snyder moved and Harold Montgomery seconded a motion to grant Ms. Clark permission to sign the agreement. Roll call: Mr. Montgomery, yea; Mr. Foster, absent for vote; Ms. Snyder, yea.

**Gallia County Economic & Community Development Office
Voinovich School of Leadership & Public Affairs at Ohio University
EDA Regional Economic Advancement Program (REAP)
Scope of Services**

The Voinovich School will provide the following services and deliverables to the Gallia County Economic & Community Development office for the Gallia County region as part of the EDA-Regional Economic Advancement Program (REAP) grant funded project. The Gallia County region includes the following counties: Gallia, Jackson, Meigs and Lawrence counties in Ohio, Mason and Cabell counties in West Virginia and Boyd County in Kentucky.

Industry Cluster Analysis. *The Voinovich School will conduct an industry cluster analysis to determine the extent to which 26 industry clusters are present in the region. The clusters for the analysis include:*

- Advanced Materials Manufacturing
- Manufacturing (super-cluster)
- Chemicals and Chemical-Based Products Manufacturing
- Glass and Ceramics Manufacturing
- Primary Metal Manufacturing
- Fabricated Metal Manufacturing
- Machinery Manufacturing
- Computer and Electronic Product manufacturing
- Electrical Equipment, Appliance and Component Manufacturing
- Transportation Equipment Manufacturing
- Transportation and Logistics
- Healthcare and Social Assistance
- Biomedical/Biotechnical
- Information Technology and Telecommunications
- Business and Financial Services
- Education and Knowledge Creation
- Energy
- Construction
- Forest and Wood products
- Agribusiness, Food Processing and Technology
- Apparel and Textiles
- Arts, Entertainment, Recreation and Visitor Industries
- Defense and Security
- Printing and Publishing
- Mining
- Retail Trade

A brief report showing total employment by industry cluster in the region will be provided to the Gallia County Economic and Community Development office. This information may assist in identifying regional economic strengths as well as opportunities for industry expansion and growth.

Economic Development Market Data. *The Voinovich School will deliver regional data on key indicators that can be used for the development business and industry marketing materials. This data includes:*

- **Market Access. Distance to:**
 - Rail
 - Airports
 - River ports
 - Major highways
- **Demographics**
 - Total Population
 - Population by age group
 - 18 to 64
 - Age 25 and older
 - Age 65 and Older
 - Median Age
- **Educational Attainment - Population age 25 and older**
 - No HS Diploma/Equivalent
 - HS Diploma/Equivalent

- Some College
- Associate's Degree
- Bachelor's Degree
- Advanced Degree
- **Household Income**
- Less than \$10,000
- \$10,000 to \$14,999
- \$15,000 to \$24,999
- \$25,000 to \$34,999
- \$35,000 to \$49,999
- \$50,000 to \$74,999
- \$75,000 to \$99,999
- \$100,000 to \$149,999
- \$150,000+
- **Median Household Income**
- **Number of Housing Units**
- Renter-Occupied
- Owner-Occupied
- Vacant
- **Median Home Value**
- **Employment**
- Size of the Labor Force
- Unemployment Rate
- Commute Time

In addition, the Voinovich School will conduct a regional environmental scan of current marketing efforts in the Gallia County region. As part of the scan, the Voinovich School will also research existing efforts to market to targeted industries.

Project Responsibilities

Gallia County Economic & Community Development office will be responsible for the following:

- Attending meetings as agreed upon
- Provide feedback when requested
- Collecting local data such as tax rates, tax incentives, business loans and grant funds, community facilities, utility costs and largest employers
- Design and creation of all marketing materials derived from the data

The Voinovich School will be responsible for:

- Data and analysis as described in this scope of services
- Presentation of findings to the Gallia County Economic & Community Development Office

Project Schedule and Deliverables

Week 1: A meeting will be conducted to review the scope of services and confirm the counties to be included in the cluster analysis and market data.

Week 2-6: The Voinovich School will perform the Industry Cluster Analysis and compile the Economic Development Market Data for the identified region. A draft of the industry cluster analysis report and a copy of the regional data in Excel format will be emailed to the Gallia County Economic & Community Development Office for review at the conclusion of week 6.

Week 7: The Voinovich School will meet with representatives of the Gallia County Economic & Community Development Office to review the results of the analysis and the draft report and to discuss the potential next steps for the project.

Week 8: The Voinovich School will make any needed revisions to either the Industry Cluster Analysis or the Economic Development Market Data as well as prepare final reporting documents.

Terms and Conditions of Partnership

- Services provided by the Voinovich School through the REAP program are free of charge through this EDA grant. In order for the final deliverables to be presented in a timely manner, both parties should coordinate and uphold their responsibilities. Disbanding of partnership will occur when either party fails to meet their responsibilities without due notice.
- The contact person for the community is: Melissa Clark (mclark@gallianet.net/740.446.4612)
- The contact person at the Voinovich School is: Bob Gordon (gordonr1@ohio.edu/740.597.2508)
- The undersigned agree to these terms and agree to uphold their responsibilities.

Voinovich School Representative

Gallia County Representative

OHIO QUICKCARE AGREEMENT

The County Administrator presented the Commission with the Ohio QuickCare agreement for the period of 2/1/2012 thru 1/31/2013 at a rate of \$39.00 per office visit. Lois Snyder made and Harold Montgomery seconded the motion to approve the agreement as presented. Roll call: Mr. Montgomery, yea; Mr. Foster, absent for vote; Ms. Snyder, yea.

LETTER OF AGREEMENT

Between

Ohio Quickcare, LLC and Gallia County

This letter of agreement is effective February 1, 2012 by and between Ohio Quickcare, LLC an Ohio limited liability company, hereafter referred to as Ohio Quickcare and Board of Commissioners of Gallia County, a governmental entity.

TERMS OF AGREEMENT

This agreement shall be in effect from February 1, 2012 through January 31, 2013 unless terminated by either party. Either party may terminate this agreement with a 30 day written notice mailed or delivered to the addresses forth herein.

HOURS OF OPERATION

The hours of operation for Ohio Quickcare will be Monday-Friday 9a.m. - 7p.m. and Saturday 10:00a.m.-4p.m.

FEE SCHEDULE

Ohio Quickcare shall bill Gallia County the fee of thirty-nine dollars (\$39.00) for the basic office visit per patient. The basic office visit includes the initial evaluation of the patient's condition, assessment of the treatments recommended, written prescription(s) (if deemed necessary by the practitioner). In the event diagnostic testing (i.e. strep throat culture) is required or if the treatment includes injections or special procedures, Ohio Quickcare will charge according to the list of tests, vaccines, immunizations attached to this agreement.

SERVICES PROVIDED BY OHIO QUICKCARE, LLC

Ohio Quickcare shall provide healthcare services to eligible employees, spouses and dependents of the Gallia County. The scope of service provided by Ohio Quickcare is listed on the attachment of this agreement. These services will be provided by a Nurse Practitioner, fully licensed by the State of Ohio, during the normal operating hours set forth and/or posted by Ohio Quickcare.

The Nurse Practitioner will provide the initial assessment of the patient's condition, determine the course of treatment and prescribe appropriate medications or treatments, if necessary.

Ohio Quickcare will maintain a medical record for the patient visit. The medical record will include documentation of physical findings, treatment recommendations and a copy of prescriptions written. Ohio Quickcare will not prescribe narcotic pain medication.

Ohio Quickcare will maintain a record of visits for all city employees and will verify the employee's eligibility for the benefit by the city's health insurance card from United Healthcare. Ohio Quickcare will not bill United Healthcare, Health Insurance for services provided at either Ohio Quickcare location.

Ohio Quickcare will submit a monthly billing statement/invoice to Gallia County within ten (10) days from the end of each calendar month.

Ohio Quickcare will provide the scope of services at two locations, 500 Burlington Rd, Jackson Ohio and 420 Silver Bridge Plaza, Gallipolis, Ohio. The county employee, spouse, or dependent may visit either of these locations.

SERVICES PROVIDED BY GALLIA COUNTY

Gallia County will provide Ohio Quickcare with a list of current employees, spouses or dependents eligible for services provided by Ohio Quickcare.

Gallia County will pay monthly billing statement/invoice within thirty (30) days of receipt.

CONTACT INFORMATION

All correspondence for Ohio Quickcare should be directed to:

Ohio Quickcare
c/o Stacey Shy
P.O. Box 390
Huntington, WV 25708

Ohio Quickcare, LLC

Gallia County
c/o Karen Sprague
18 Locust Street
Gallipolis, OH 45631

Gallia County
s/ Harold G. Montgomery, Pres.
(Joe Foster, absent for vote)
s/ Lois M. Snyder
Gallia County Commissioners
18 Locust Street
Gallipolis, Ohio 45631

Stacey Shy, President
Ohio Quickcare, LLC
P.O. Box 390
Huntington WV 25708

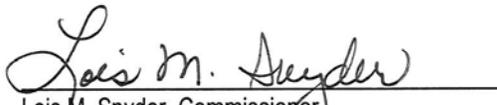
ADJOURN

At 8:15 p.m. President Montgomery entertained a motion for adjournment. Joe Foster made and Lois Snyder seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.


Harold G. Montgomery, President


Terry Hemby, Clerk


Howard J. Foster, Vice President


Lois M. Snyder, Commissioner