

AUGUST 23, 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 August 16, 2012 minutes. Joe Foster made and Lois Snyder seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Economic Dev	Melissa Clark	8/23	Pike County	OVRDC Exec Mtg
		8/30	Portsmouth	Intermodal Conference
DJFS	Belinda Jones Malena Phillips Lynda Smith	10/3 10/10	Columbus	CSEA Training for Initiation & Responding Interstate
Commissioners	Harold Montgomery	8/30	Portsmouth	Intermodal Conference

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

Animal Shelter Canine Weekly Report													
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Rescued	MIA	Died (Natural Causes)	Destroyed (in field)	To Foster Care	Back from Foster	Foster Care Total	Total Out	Shelter Total
8/20	33	8	0	0	24	0	3	0	25	1	53	35	33

RESIGNATION ACCEPTED

Commissioners were in receipt of the following:

8/21/12

Dear Commissioners:

This letter is to inform you of my resignation as of today August 21, 2012. It has been a pleasure to serve Gallia County but I am pursuing other avenues at this time.

Thank you,
Sincerely,

s/ Chris Wolff

The President entertained a motion to accept the resignation of Service Center Custodial employée Chris Wolf as submitted; Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

RESOURCE OFFICER AGREEMENT

Sheriff Browning submitted the following agreement for approval:

CONSULTANT AGREEMENT

This Agreement is entered into on August 15, 2012 by and between the Gallipolis City School District Board of Education ("Board") and Gallia County Sheriff's Office (Consultant"), an independent contractor, for the provision of services by the Consultant to the Board.

I. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide the following services:

The Service of 8 hour Student Resource Officer for the 2012-2013 school year (182 days).

The Consultant shall exercise independent professional judgment at all time and shall determine the manner by which the described services are to be rendered. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of the Board. The Consultant shall maintain strict confidentiality with respect to all services rendered. Notwithstanding the Consultant's status as an independent contractor, the Board has the right to monitor the Consultant's performance in order to ensure a high level of quality in the services provided and in the relationship between the Consultant and the recipient(s) of services or others with whom the Consultant interacts in performing this Agreement.

II. FEES

The Board shall pay the Consultant \$13.73 per hour for 1456 hours for 2012-2013 school year (182 days). The total amount of fees payable to the Consultant during the term of this Agreement shall not exceed \$20,000.00. The Consultant shall provide documentation of services as required by the Board, and payment shall be made within thirty (30) days of receipt of documentation.

III. FREQUENCY OF SERVICES [Select Option]

_____ The Consultant shall provide the described services on an as-needed basis upon request of the Board's superintendent, who shall have the sole discretion to determine the quantity of services, if any, to be provided by the Consultant under this Agreement; use of the Consultant shall not create any expectation regarding further use, and the Board shall have no continuing obligation to utilize the services of the Consultant during the term of this Agreement or thereafter.

OR

X The Consultant shall provide the following quantity of services during the term of this Agreement 8 hours per day for 182 days or 1456 hours

IV. TERM

This Agreement shall be in effect from August 22, 2012 through May 31, 2013 unless earlier terminated by the Board. The Board may terminate this Agreement at any time by giving notice to the Consultant at the address contained herein if the Board determines, in its sole discretion exercised in good faith, that the Consultant has violated any applicable law, rule, regulation, or

policy; failed to perform any duty or warranty under this Agreement; or made a misrepresentation which materially affects the level or quality of services; or if the Board is otherwise dissatisfied with the Consultant's performance.

V. RELATIONSHIP OF THE PARTIES

The consultant is an independent contractor and may not hold himself/herself out to individuals receiving services or to others as the employee or agent of the Board. The Consultant is not required to perform services exclusively for the Board and may perform the same or similar services for others. The Consultant is responsible for all expenses incurred in rendering services under this Agreement, and the Consultant agrees to hold the Board harmless from any such expenses. At his or her sole cost, the Consultant shall maintain all licenses/certifications required by law, shall secure professional liability insurance and any other insurance required by law, and shall pay all taxes and/or fees required by law. The Consultant shall indemnify and hold the Board harmless from and against any claim asserted by, or any liability to, any person on account of injury, death, or damage to property arising out of the Consultant's acts or omissions in the performance of the Agreement. Any services provided by the Consultant pursuant to this Agreement are in the nature of personal services and may not be subcontracted or assigned without the prior written consent of the Board.

VI. MISCELLANEOUS PROVISIONS

This Agreement creates no third party beneficiaries.

This document sets forth the entire agreement of the parties and supersedes all prior agreements or contracts, whether oral or written between the parties.

CONSULTANT
GALLIA COUNTY SHERIFF'S OFFICE
18 Locust Street
Gallipolis, OH 45631
SI Joseph A. Browning Sheriff

Gallia County Commissioners
SI Harold G. Montgomery
SI Howard J. Foster
SI Lois M. Snyder

BOARD OF EDUCATION
GALLIPOLIS CITY SCHOOLS

Treasurer

Superintendent

SI Jeff Adkins, Prosecutor

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

CITY LEASE APPROVED – JFS BUILDING

The President entertained a motion to approve the following lease agreement with the City of Gallipolis for a portion of the JFS facility; Lois Snyder made and Joe Foster seconded a motion to approve the. Roll call votes: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

The State of Ohio
County of Gallia

Prepared by:
Adam Salisbury
Gallipolis City Solicitor
518 Second Avenue
Gallipolis, OH 45631

Section I. Parties

This lease is made between Gallia County Board of Commissioners, of 18 Locust Street, Gallipolis, OH 45631, as lessor, and City of Gallipolis, of 518 Second Avenue, Gallipolis, OH 45631, as lessee.

Section II. Description of Leased Premises

Lessor agrees to lease to Lessee and Lessee agrees to 3,280 Sq. Ft. from Lessor, the space as presently constituted known as 848 Third Avenue, in the City of Gallipolis, State of Ohio, referred to below as the premises.

Section III. Term

The space is leased for a term beginning at 12:00 A.M. on August 1st, 2012, on a month to month basis with a 60 day notice to vacate.

Section IV. Rent

The total monthly rent is the sum of \$1,900.00. If lessor is unable to give possession of the premises on the date of commencement of the term of this lease by reason of the holding over of any tenant or occupant, or because construction, repairs or improvements are not completed, rent shall abate for the period that possession by tenant is delayed. If the delay continues for more than 10 days, then lessee may, within 10 days after the expiration of the 10-day period, give lessor a notice of election to terminate this lease. Unless possession of the premises is made available sooner to lessee, this lease shall terminate on the tenth day after the lessee gives to lessor notice and lessor shall return to lessee the consideration paid. Lessor shall have no obligation to lessee for failure to give possession except as above provided.

Section V. Use and Occupancy

Lessee agrees to use and occupy the premises as space for the Gallipolis City Offices and Gallipolis City Police and for no other purpose. Lessor represents that the premises may lawfully be used for the stated purpose.

Section VI. Place for Payment of Rent

Lessee shall pay rent, and any additional rent as provided below, to lessor at lessor's above-stated address, or at any other place as lessor may designate in writing, without demand and without counterclaim, deduction, or setoff.

Section VII. Care and Repair of Premises

Lessee shall not commit any act of waste and shall take good care of the premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessor shall make all necessary repairs to the premises, except where the repair has been made necessary by misuse or neglect by lessee or lessee's agents, servants, visitors or licensees. All improvements made by lessee to the premises which are attached to the premises so that they cannot be removed without material injury to the premises, shall become the property of lessor upon installation. Not later than the last day of the term lessee shall, at lessee's expense, remove all of lessee's personal property and those improvements made by lessee which are not the property of lessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the premises in as good condition as they were at the beginning of original term that Lessee occupied the facility, that date being July 1, 2010, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by lessee or lessee's agents, servants, visitors or licensees, excepted. All property of lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by lessor, and lessee shall reimburse lessor for the cost of the removal. Lessor may have any property left on the premises stored at lessee's risk and expense.

Section VIII. Alterations, Additions or Improvements

Lessee shall not, without first obtaining the written consent of lessor, make any alterations, additions or improvements in, to or about the premises.

Section IX. Prohibition Against Activities Increasing Fire Insurance Rates

Lessee shall not do or permit any activity on the premises which will cause an increase in the rate of fire insurance on the building.

Section X. Accumulation of Waste or Refuse Matter

Lessee shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near the building. Lessee shall provide trash service to entire facility located at 848 Third Avenue, Gallipolis.

Section XI. Abandonment

Lessee shall not, without first obtaining the written consent of the lessor, abandon the premises, or allow the premises to become vacant or deserted.

Section XII. Assignment of Sublease

Lessee shall not, without first obtaining the written consent of the lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises. This covenant shall be binding upon the legal representatives of lessee, and upon every person to whom lessee's interest under this lease passes by operation of law, but shall not apply to an assignment or subletting to the parent or subsidiary of a corporate lessee or to a transfer of the leasehold interest occasioned by a consolidation or merger involving lessee.

Section XIII. Compliance with Rules and Regulations

Lessee shall observe and comply with the rules and regulations set forth below, which are made part of this agreement, and with any further reasonable rules and regulations as lessor may prescribe, on written notice to the lessee, for the safety, care, and cleanliness of the building and the comfort, quiet, and convenience of other occupants of the building.

Section XIV. Taxes

Lessor shall be responsible for all real estate taxes on said premises.

Section XV. Heat

Lessor agrees to maintain heating systems adequate and reasonable for the premises leased by this agreement, or when and as required by law.

Section XVI. Water

Lessee agrees to be responsible for water for the entire premises located at 848 Third Avenue, Gallipolis.

Section XVII. Cleaning Services Maintenance

Lessee will be responsible mowing grass and upkeep of the grounds, including snow removal.

Section XVIII. Air Conditioning

Lessor agrees to maintain cooling systems for the premises leased by this agreement.

Section XIX. Electricity

Lessee will be responsible for 35% of the electrical usage and consumption for the entire building; however, lessee shall not use any electrical equipment which in lessor's reasonable opinion will overload the wiring installations or interfere with the reasonable use of the installations by lessor or other tenants in the building. Gallia County DJFS shall bill the Lessee for their percentage of the monthly electric bill and Lessee shall make payment of such invoice to Gallia County DJFS.

Section XX. Damages to Building

Lessor shall furnish insurance for the structure of the building and lessee will provide insurance for the contents. In any case in which use of the premises is affected by any damage to the building, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the premises are not reasonably usable for the purpose for which they are leased under this agreement. The words "restoration" and "restore" as used in this Section XX include repairs. If the damage results from the fault of the lessee, or lessee's agents, servants, visitors, or licensees, lessee shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that lessor receives the proceeds of rent insurance in lieu of the rent. Lessee shall pay deductible for claims that result if Lessee is at fault as stated above.

Section XXI. Waivers of Subrogation

Notwithstanding the provisions of Section VII of this lease, in any event of loss or damage to the building, the premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all insured claims against the other party.

Section XXII. Lessor's Remedies on Default

If lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions of this agreement, lessor may give lessee notice of the default. If lessee does not cure any rent, or additional rent, default within 30 days, or other default within 30 days, after notice is given or if the other default is of a nature that it cannot be completely cured within that period, lessee does not commence curing within 30 days and thereafter proceed with reasonable diligence and in good faith to cure the default, then lessor may terminate this lease on not less than 30 days' notice to lessee. On the date specified in the notice the term of this lease shall terminate and lessee shall then quit and surrender the premises to lessor, but lessee shall remain liable as provided in Section XXIV. If this lease is terminated by lessor, lessor may at any time after termination resume possession of the premises by any lawful means and remove lessee or other occupants and its or their effects.

Section XXIII. Deficiency

In any case where lessor has recovered possession of the premises by reason of lessee's default, lessor may, at lessor's option, occupy the premises or cause the premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the premises or any part of the premises as agent of lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this lease, at lessor's option, and receive the rent as agreed under the lease. Any rent received shall be applied first to the payment of expenses lessor may incur in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting, and reletting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent under this agreement and to the cost and expenses of performance of the other covenants of lessee as provided in this agreement. Lessee agrees, in the above described circumstances, whether or not lessor has relet, to pay to lessor damages equal to the rent and other sums agreed to, less the net proceeds of the reletting. The damages shall be payable by lessee on the several rent days above specified. In reletting the premises, lessor may grant rent concessions, and lessee shall not be credited with the concessions. No reletting shall constitute a surrender and acceptance or be deemed evidence of a surrender and acceptance. If lessor elects, pursuant to this agreement, actually to occupy and use the premises or any part of the premises during any part of the balance of the term as originally fixed or since extended, there shall be allowed against lessee's obligation for rent or damages as defined in this agreement, during the period of lessor's occupancy, the reasonable value of the occupancy, not to exceed in any event the rent reserved and the occupancy shall not be construed as a relief of lessee's liability under this agreement. Lessee waives all right of redemption to which lessee or any person claiming under lessee might be entitled by any law now or later in force. Lessor's remedies under this agreement are in addition to any remedy allowed by law.

Section XXIV. Effect of Failure to Insist on Strict Compliance With Conditions

The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained in this agreement, shall not be construed as a waiver of the covenant, condition, or option in any other instance. This lease cannot be changed or terminated orally.

Section XXV. Collection of Rent from Any Occupant

If the premises are sublet or occupied by anyone other than lessee and lessee is in default under this agreement, or if this lease is assigned by lessee, lessor may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent reserved. The collection shall not be deemed a waiver of the covenant against assignment and subletting, or on acceptance of the assignee, subtenant, or occupant as lessee, or a release of lessee from further performance of the covenants contained in this agreement.

Section XXVI. Subordination of Lease

This lease shall be subject and subordinate to all underlying leases and to mortgages and trust deeds which now or subsequently affect the leases or the real property of which the premises form a part, and also to all renewals, modifications, consolidations, and replacements of the underlying leases and the mortgages and trust deeds. Although no instrument or act on the part of lessee shall be necessary to effectuate the subordination, lessee will, nevertheless, execute and deliver instruments confirming the subordination of this lease as may be desired by the holders of the mortgages and trust deeds or by any of the lessors under the underlying leases. Lessee agrees to appoint lessor attorney in fact, irrevocably, to execute and deliver any of the above-described instrument for lessee. If any underlying lease to which this lease is subject terminates, lessee shall, on timely request, attorn to the owner of the reversion.

Section XXVII. Security Deposit

Lessee agrees to deposit with lessor upon signing of this lease the sum of \$0.00 as security for the performance of lessee's obligations under this lease, including without limitation the surrender of possession of the premises to lessor as provided in this agreement. If lessor applies any part of the deposit to cure any default of lessee, lessee shall upon demand deposit with lessor the amount applied so that lessor shall have the full deposit on hand at all times during the term of this lease.

Section XXVIII. Lessor's Right To Cure Lessee's Breach

If lessee breaches any covenant or condition of this lease, lessor may, on reasonable notice to lessee (except that no notice need be given in case of emergency), cure the breach at the expense of lessee. The reasonable amount of all expenses, including attorneys' fees, incurred by lessor in curing the breach, whether paid by lessor or not, shall be deemed additional rent payable on demand.

Section XXIX. Mechanics' Lien

Lessee shall within 30 days after notice from lessor discharge any mechanics' liens for materials or labor claimed to have been furnished to the premises on lessee's behalf.

Section XXX. Notices

Any notice by either party to the other shall be in writing and shall be deemed proper only if delivered personally or sent by registered or certified mail

in an addressed postpaid envelope; if to lessee, at the above described building; if to lessor, at lessor's address as set forth above; or, to either, at another address as lessee or lessor, respectively, may designate in writing. Notice shall be deemed properly given, if delivered personally, upon delivery, and if mailed, upon the 7th day after mailing.

Section XXXI. Lessor's Right to Inspection, Repair, and Maintenance

Lessor may enter the premises at any reasonable time, upon adequate notice to lessee (except that no notice need be given in case of emergency) for the purpose of inspection or to make repairs, replacements, or additions in, to, on and about the premises or the building, as lessor deems necessary or desirable. Lessee shall have no claim or cause of action against lessor by reason of entry for these purposes except as provided in Section XXXIII of this agreement.

Section XXXII. Interruption of Services or Use

Interruption or curtailment of any service maintained in the building, if caused by strikes, mechanical difficulties, or any causes beyond lessor's control whether similar or dissimilar to those enumerated, shall not entitle lessee to any claim against lessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless lessor fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay. If the premises are rendered untenantable in whole or in part, for a period of 15 business days, due to repairs, replacements, or additions, other than those made with lessee's consent or caused by misuse or neglect by lessee or lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of untenantability.

Section XXXIII. Conditions of Lessor's Liability

Lessee may not claim a constructive eviction from the premises unless lessee has first notified lessor in writing of the condition or conditions giving rise to the eviction, and, if the complaints are justified, unless lessor fails within a reasonable time after receipt of notice to remedy the conditions.

Section XXXIV. Lessor's Right To Show Premises

Lessor may show the premises to prospective purchasers and mortgagees and, during the month prior to termination of this lease, to prospective tenants, during business hours upon reasonable notice to lessee.

Section XXXV. Effect of Other Representations

No representations or promises shall be binding on the parties to this agreement except those representations and promises contained in this agreement or in some future writing signed by the party making the representations or promises.

Section XXXVI. Peaceful Enjoyment

Lessor covenants that if, and for as long as lessee pays the rent, and any additional rent as provided in this agreement, and performs the covenants of this lease, lessee shall peaceably and quietly have, hold, and enjoy the premises for the term mentioned, subject to the provisions of this lease.

Section XXXVII. Lessee's Certification as to Force and Effect of Lease

Lessee shall, from time to time, upon not less than 7 days' prior written request by lessor, execute, acknowledge, and deliver to lessor a written statement certifying that the lease is unmodified and in full force and effect, or that the lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of lessee's knowledge lessor is in default under this lease and, if so, specifying the nature of the default. It is intended that any statement delivered according to this Section may be relied upon by a prospective purchaser of lessor's interest or mortgagee of lessor's interest or assignee of any mortgage upon lessor's interest in the building.

Section XXXI. Waiver of Jury Trial

To the extent permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this lease or the premises.

Section XII. Section Headings

The section headings in this lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this lease or any of its provisions.

Section XL. Binding Effect on Successors and Assigns

The provisions of this lease shall apply to, bind, and inure to the benefit of lessor and lessee, and their respective heirs, successors, legal representatives, and assigns. It is understood that the term "lessor" as used in this lease means only the owner, a mortgagee in possession, or a term lessee of the building, so that in the event of any sale of the building or of any lease of the building, or if a mortgagee takes possession of the premises, the lessor named in this agreement shall be entirely freed and relieved of all covenants and obligations of lessor subsequently accruing under this agreement. The purchaser, the term lessee of the building, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the lessor under this agreement.

Dated: 8/23/2012

Gallia County Commissioners - Lessor

s/ Harold G. Montgomery, President

s/ Howard Joe Foster, Vice-President

s/ Lois M. Snyder, Commissioner

s/ Karen Sprague, Witness

City of Gallipolis - Lessee

s/ Randall J. Finney, Gallipolis City Manager

s/ Sandra Savor, Witness

Approved as to form:

s/ Adam R. Salisbury, Gallipolis City Solicitor

Approved as to form:

s/ Jeff Adkins, Gallia County Prosecutor

EXECUTIVE SESSION – CONTRACTS

At 10:08 a.m. the President entertained a motion to enter into executive session with DJFS Director Dana Glassburn and Economic Development Director Melissa Clark to discuss contracts. Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea. Returned to regular session at 10:50 a.m.; no action taken.

MUNICIPAL COURT FUNDS

Judge Margaret Evans and Luellen Werry met with the Commissioners to follow up on the correspondence sent to them this week:

Re: **Municipal Court Funding**

Dear Commissioners:

It is with great respect that I request that you provide the Court with an additional \$5319.00 to finish the fiscal year.

Our calculations show that we will need \$4619.00 to adequately cover payroll through the end of the year and \$700.00 to cover juror fees if a jury trial is necessary.

As I related to you at the beginning of the year, the appropriations you allowed for Municipal Court were insufficient to cover the County portion of the expenses of the Court for the entire year. The County budget pays the Clerk and Bailiff \$8.71 and \$8.73 per hour, respectively. These employees are the administrative directors of their respective departments and, as such, are essential, salaried employees.

The payment of juror fees is entirely dependent upon whether we have a jury trial during the rest of the year. If more than one jury trial is had, I may be forced to request additional juror fees.

Thank you for your attention to this matter.

Very truly yours,

s/ M. Margaret Evans

Judge

Commissioners requested that they make line item transfers within their budget to cover any shortages.

REFUSE HAULER QUOTE FOR SERVICES REVIEWED

After review and consideration of the proposals submitted, the President entertained a motion to contract for trash services with RUMPKE of Ohio, Wellston as follows:

Rumpke of Ohio would supply the containers and remove the waste weekly unless other service is required. The price would be firm for 2 years and may be extended for up to 3 years upon agreement between the two parties. These locations would be billed monthly:

Location	Pick up	Monthly Amount
Courthouse	Bi-Weekly	\$155.88
Service Center	Weekly	\$58.46
Airport	Weekly	\$38.97
EMS	Weekly	\$38.97
Animal Shelter	Weekly	\$19.49
	Sub Total	\$311.77
	6% Fuel	\$18.70
	TOTAL	\$330.47

There would be a fixed fuel rate of 6% added to the bill each month. The total monthly bill would be \$330.47 to include all fees and the fuel. If for any reason there would be a need for an extra service this would be done at \$30.00 per dump.

The County Administrator advised that she had reviewed the submitted proposals. Due to past performances with Allied not picking up as scheduled or responding to faulty dumpsters issues, she recommended we contract with RUMPKE of Ohio. Joe Foster made and Lois Snyder seconded the motion; roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

QUOTES FOR REPAIR

Commissioners received the following quotes for vehicle repairs for the 2008 Ford F250 4x4 damages:

Larry's Body Shop \$8,444.24

Eric Saunders \$7,200.00

The President entertained a motion to approve the Eric Saunders quote, allowing 50% payment up front in the amount of \$3,600 with balance paid at the completion of the work. Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

2:30 p.m. – Commissioner Montgomery left the meeting.

ADJOURN

At 3:05 p.m. Vice President Foster entertained a motion for adjournment. Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, absent; Mr. Foster, yea; Ms. Snyder, yea.

absent for signature
Harold G. Montgomery, President

Terry Hemby
Terry Hemby, Clerk

Howard J. Foster
Howard J. Foster, Vice President

Lois M. Snyder
Lois M. Snyder, Commissioner