

DECEMBER 6, 2012

The Gallia County Board of Commissioners met on this date for the purpose of approving the 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.

| 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 | Sh Tc |
| 12/3 | 26 | 6 | 1 | 0 | 6 | 0 | 6 | 0 | 5 | 0 | 32 | 24 | 54 |

LEAVE DONATION APPLICATION

Commissioners received the following leave donation application:

| Department | Donating Employee | Receiving Employee | Hours Donated | Pay Period |
|------------|-------------------|--------------------|---------------|------------|
| Sheriff | Sue McKittrick | Chris Gill | 70.8 | 12/14 |

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

LETTER OF SUPPORT - HOUSING ASSISTANCE PROGRAM

The President entertained a motion to send the following letter of support:

December 6, 2012

*Nina R. Keller, MSW, LSW
Assistant Director/Director of Planning
Area Agency on Aging District 7, Inc.
PO Box 500, F-32, URG
Rio Grande, OH 45674*

Dear Ms. Keller,

We, the Gallia County Commissioners, are pleased to offer our support for the Area Agency on Aging District 7, Inc. application for a Housing Assistance Program Grant funded through the Ohio Housing Trust Fund dollars.

We understand and recognize that Area Agency on Aging District 7, Inc. (AAA7) has a long history of working with older adults and assisting them in "aging in place" within their communities. We believe that this Home Repair Program is extremely important in providing living conditions that are safe, secure and sanitary in the individual's home of choice. Through their administration, AAA7 has provided an effective, efficient, and responsible program for low-income residents of southern Ohio.

We commit both our support and cooperation to the Area Agency on Aging District 7, inc. for their Housing Assistance Program grant application.

*Sincerely,
Harold G. Montgomery
President*

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

APIARY INSPECTOR

In accordance with Section 909.07 of the Ohio Revised Code, Joe Foster made and Lois Snyder seconded the motion; to reappoint Daniel Lizak to serve as the county apiary inspector for the 2013 season (approximate season from March 15 to October 31, weather permitting) The annual appropriation for this service is set at \$1500 and 40 cents a mile. Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

BOARD APPOINTMENT- CHILDRENS SERVICES

Commissioners received the following correspondence:

Dear Commissioners,

The Gallia County Children Services Board wishes to inform you that the term of service on our Board for Steve Jagers expires at the end of this year. Consequently, the Children Services Board would like to recommend to the Commissioners that Mr. Jagers be reappointed to the Board for the four year term beginning January 1, 2013. His service to our community through our agency has been tremendous and we would like to enthusiastically advocate for his continued involvement with the Board. If you have any questions or would like to discuss this recommendation, we would be more than happy to do so at your convenience.

Respectfully submitted on behalf of the Gallia County Children Services Board,

*SI Russ V. Moore
Executive Director*

The President entertained a motion to appoint Mr. Jagers as recommended by the Gallia County Children Services Board, Joe Foster made and Lois Snyder seconded the motion; Roll call: Ms. Snyder, absent; Mr. Foster, yea; Mr. Montgomery, yea.

HEALTH INCENTIVE RESOLUTION

The President entertained a motion to adopt the following resolution for health incentives to county employees that obtain health insurance from another source outside the county policy. Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

HEALTH INCENTIVE RESOLUTION

WHEREAS, the Gallia County Commissioners find that certain County Employees are able to obtain Health/Hospital Insurance from another source outside the County; and

WHEREAS, the Gallia County Commissioners further find, if any employee obtains insurance from an outside source it would be a financial benefit to Gallia County; and

WHEREAS, the Gallia County Commissioners agree to offer a cash incentive up to *One Thousand Five Hundred Dollars (\$1,500.00) to employees who obtain Health/Hospital Insurance from another source outside the County, and are not receiving benefits from any County Health Insurance Program in any way (i.e., via Medical, Vision and/or Dental Health Insurance Coverage); and

WHEREAS, the Gallia County Commissioners further find that this resolution can only be superseded by **Union Contract Agreements** and **departments governed by their own respective boards** and is subject to the ***amounts specified by those boards and respective collective bargaining agreements.**

NOW, THEREFORE, BE IT RESOLVED that any employee of a department for Gallia County that receives its funding from the **County General Fund** shall receive up to One Thousand Five Hundred Dollars *(\$1,500.00) cash incentive (prorated if less than a year) on the last payday of November.

BE IT FURTHER RESOLVED, that any employee who obtains Health/Hospital Insurance from an outside source, and is not receiving benefits from any County Health Insurance Program in any way (i.e., via Medical, Vision and/or Dental Health Insurance Coverage), must sign a release stating that they have obtained Health/Hospital insurance from an outside source and agree to dismiss Gallia County from its obligation to provide said insurance.

BE IT FURTHER RESOLVED that, if, for any reason, any employee's outside insurance is terminated during 2013, the County will re-admit the employee to the County Plan, based upon the County's insurance company's approval and the employee will receive the cash incentive on a pro rata basis.

This resolution shall take effect upon its signing this 6th day of December 2012.

Sl Harold G. Montgomery, President

Sl Howard J. Foster, Vice President

Sl Lois M. Snyder, Commissioner

DELINQUENT TAX AND ASSESSMENT COLLECTION FUND REPORT

Pursuant to ORC 321.261, the Commissioners received and reviewed the 2012 Delinquent Tax & Assessment Collection Fund Report (DRETAC) from the Prosecutor's Office. The report is on file in the Commissioners office.

NOVEMBER FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- The November 2012 Financial Reports for comparison with the November 2011 Financial Reports. The following was noted during the review:
 - 1/1/2011 beginning cash balance was \$589,342.87
 - 1/1/2012 beginning cash balance was \$259,796.89 (It was noted that \$160,000 of this balance is for Davis Hall Lot Purchase Bond, which means the true cash balance was \$99,769.98)
 - Difference of (\$329,545.98)
 - 11/30/2011 ending cash balance was \$835,616.75
 - 11/30/2012 ending cash balance was \$1,104,295.34
 - Difference of \$268,678.59
 - Reviewed 27th Amended Certificate
 - Reviewed 28th Amended Certificate

SEWER OPERATOR CONTRACT AGREEMENT

Harold Montgomery entertained a motion to approve the sewer operator contract with Glenn K. Soles Jr. for 2013 with the same rates as 2012. Lois Snyder moved and Joe Foster seconded the motion. Roll call votes: **Roll call votes: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.**

THIS AGREEMENT made this 6th day of December, 2012, by and between Glenn K. Soles, Jr. (Technical Assistant in Wastewater Management)(1), hereinafter called the "Sewer Operator", and Gallia County Commissioners, hereinafter called the "Owner".

WITNESSETH, that the Sewer Operator and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Sewer Operator shall provide the following service to Gallia County:

1. Charge for the following will be \$120.00 per Treatment Plant per month:
 - Shall maintain Class I Certified Operator License for term of contract.
 - Shall generate and sign all Monthly Operating Reports, all Violation Reports and NPDES Permit Renewal Applications.
2. Gallia County's full-time sewer department employee, currently Gary Myers, will make daily visits to all treatment works and contact the Class I Certified Operator for assistance if needed.
3. Charge for the following will be \$10.00 per hour, with a minimum of one hour per callout:
 - Shall provide the services necessary to maintain the reliable operation of the system.
 - Shall be physically at the treatment works for a minimum of three non-consecutive days per week for at least one half hour per day.
 - Shall be available by phone during all periods of treatment works operation.

ARTICLE 2. The Contract Price

The Owner will pay the Sewer Operator for the total costs associated with the services outlined in Article 1 above as

follows:

1. \$120.00 per Treatment Plant per month for all testing and reporting
2. \$10.00 per hour for any additional services needed, with a minimum of one hour per callout.

ARTICLE 3. Term of Agreement

This agreement shall be in effect from the date of signing thru December 31, 2012 and may be renewable upon the agreement of both parties.

ARTICLE 4. Contract

The executed contract documents shall consist of the following:

- a. This agreement
- b. Invitation for proposals
- c. Specifications
- d. Signed copy of proposal

This agreement, together with other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in one original copy on the day and year first above written.

SEWER OPERATOR:

s/ Glenn K. Soles Jr.

Signature

Glenn K. Soles, Jr.

Typed/printed name

Owner, Technical Assistant in Wastewater Management

Title

OWNER:

s/ Harold G. Montgomery

Signature

Harold G. Montgomery

Typed/printed name

President, Board of Gallia County

Commissioners

Title

RESOLUTION

**2013 AGREEMENT FOR INDIGENT DEFENSE SERVICES
GALLIA COUNTY CRIMINAL DEFENSE LAWYERS**

County Administrator Karen Sprague presented the Commission with an agreement for Indigent Defense Services with the Gallia County Criminal Defense Lawyers for FY 2013. It was noted that only one year agreements are allowed by the Ohio Public Defenders Office in order for state reimbursement of indigent defense counsel costs.

- o \$291,000 for FY 2013
 - Payments will be made in equal monthly installments of \$24,250.00 on or before the second Friday of the month during FY 2013

Per Kathryn Smith of the Ohio Public Defenders Office the County must pass a resolution that the County Commission approves and consents to the terms of the agreement and appropriates the funds necessary as required by the agreement. Harold Montgomery entertained a motion that the Commission approve and consent to the terms of the 2013 agreement as presented to be effective January 1, 2013, noting the amount of \$291,000 is included in the FY 2013 Annual Appropriation Resolution. Joe Foster made and Lois Snyder seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

AGREEMENT

This Agreement is made and entered into in Gallia County, Ohio, effective as of the 1st day of January, 2013, by and between the Gallia County Public Defender Commission, Gallia County, Ohio (hereinafter referred to as Commission), and Gallia County Criminal Defense Lawyers, an Ohio non-profit corporation (hereinafter referred to as GCCDL).

WHEREAS, by resolution duly passed by the Gallia County Commissioners on January 18, 2007, the Gallia County Public Defender Commission was created; and

WHEREAS, the Commission is obligated by Section 120.14 of the Ohio Revised Code, to provide for counsel to represent indigent persons in the proceedings set forth in division (A) of Section 120.16 of the Ohio Revised Code; and

WHEREAS, pursuant to Section 120.14 of the Ohio Revised Code, the Commission may contract with a non-profit corporation for the provision of services in accordance with Section 120.14 and 120.44; and

WHEREAS, the Gallia County Commissioners passed a Resolution authorizing a contract between the Commission and GCCDL, for indigent representation from January 1, 2013 through December 31, 2013; and

WHEREAS, the Gallia County Commissioners have budgeted and appropriated the sum of \$291,000.00, for 2013 to fund the Gallia County Public Defenders Commission for the provision of indigent representation as set forth hereafter.

WHEREAS, GCCDL has the primary purpose of providing legal representation to indigent persons and is in a position to provide competent legal counsel to indigents in criminal and certain other juvenile matters; and

WHEREAS, the Commission desires to contract with GCCDL and GCCDL desires to undertake the statutory obligations of the County Public Defender.

NOW THEREFORE, in consideration of the mutual promises of the parties set forth herein, the parties agree that:

1. The term of this Agreement shall be from January 1, 2013 to December 31, 2013.
2. GCCDL shall provide to the Gallia County Common Pleas Court, General Division, Domestic Division and Juvenile Division, and Gallipolis Municipal Court, with indigent representation in all criminal cases, contempt proceedings arising from failure to pay child support and other required Juvenile Court matters as provided for by Ohio Revised Code 2151.352 referred to it by the Courts, excluding homicides with death penalty specifications. GCCDL through its assignment of counsel agrees to independently contract with attorneys in order to avoid or resolve conflict issues. In the event that no member counsel for GCCDL is available due to irresolvable conflict of interest, then independent counsel shall be assigned directly by the Court and the cost shall then be the obligation of GCCDL, and not be an additional cost to the county. Should such a conflict

exist and the appropriate Court need to appoint outside counsel, said counsel shall submit a court appointed fee request to the Court which upon approval shall be presented to the GCCDL for payment.

- a. GCCDL nor any attorneys duly appointed or assigned shall be obligated to pursue any appeal which GCCDL or the attorney determines lacks merit or for any other reasons within professional, ethical judgment should not be pursued.
3. In all cases arising within the jurisdiction of Gallia County, Ohio, GCCDL shall provide attorneys to act as counsel of record for indigents at arrest, at formal charging, or at indictment provided such indigents qualify for representation under the guidelines established by the Ohio Public Defender in Rule 120-1-3 of the Ohio Administrative Code, which is incorporated herein by reference.
4. Upon request for indigent representation in appropriate cases, the Court shall refer the individual to GCCDL. GCCDL shall require the requesting individual to complete a financial Disclosure/Affidavit of Indigency and/or other forms as shall be required by the Ohio State Public Defender to insure reimbursement by the State of Ohio, and shall determine indigency of such individuals, subject to review by the Court, in the same manner as provided in Section 120.05 of the Ohio Revised Code. Within ten days from receipt of said referral, GCCDL shall report back to the Court on its finding of indigency and if so found, provide the Court with the entry of appearance of counsel.
5. In connection with the performance of work under this Agreement, the GCCDL agrees not to discriminate against any employee, independent contractor, or applicant for employment because of race, color, religion, sex, handicap, or national origin. GCCDL shall take affirmative action to ensure applicants are employed, and those employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprentice.
6. GCCDL has the responsibility to complete any and all cases once representation has commenced under the terms of this Agreement. Representation commenced in the trial court shall be continued through all trial court proceedings. This provision does not prohibit GCCDL from withdrawing from a case due to an irresolvable conflict of interest recognized by the Court, or from withdrawing due to a finding of the client's financial ineligibility for services. It is anticipated that a conflict of interest for an individual attorney providing services hereunder does not necessarily mean that GCCDL cannot continue to provide representation through another attorney. The substitution of a different attorney to a case shall not be considered a new referral or appointment for the purpose of identifying the number of cases referred. In the event that a conflict does exist which prevents representation by GCCDL, the Court shall assign a private attorney to represent the indigent client and the GCCDL shall pay this private attorney from the proceeds of this contract with the County.
7. GCCDL will utilize the service of attorneys as independent contractors. Attorneys will devote the time necessary to provide effective representation to the indigent clients.
8. GCCDL shall employ or independently contract for support staff and non-attorney personnel as needed to complete the obligations of this contract. Special needs for investigators, social workers, mental health professionals, and other forensic experts necessary to provide competent representation shall be brought to the attention of the Court for authorization of procuring the services at county cost. Compensation for employees, subcontractors and retained experts shall be at rates commensurate with their training, experience and at a rate similar to other public agencies within Gallia County.
9. GCCDL may request payment in addition to that under this agreement for cases that require an extraordinary amount of time and preparation. The request for such consideration must be approved in advance by the Judge assigned to such case.
10. GCCDL shall retain financial records, submit financial reports and submit to an annual financial audit. A report of these findings shall be provided to the Commission and shall also be forwarded to the Ohio Public Defender Commission as part of the annual report submitted pursuant to Sections 120.14 and 120.24 of the Ohio Revised Code.
11. GCCDL shall provide indigent representation to all clients in a professional, skilled manner consistent with Chapter 120 of the Ohio Revised Code, the Rules of the Ohio Public Defender Commission, the Ohio Public Defender Standards, the canons of ethics for attorneys in Ohio, and case law and applicable court rules defining the duties of counsel and rights of parties.
12. GCCDL shall require all attorneys participating as independent contractors to provide proof of malpractice insurance in minimal amounts of \$100,000 per claim, and \$300,000 in the aggregate.
13. GCCDL shall maintain a case reporting system, and upon request shall be available to the appropriate courts of Gallia County, the Board of Commissioners of Gallia County, and the Public Defender Commission of Gallia County. However, no information shall be required to be released that may be deemed to breach the attorney-client privilege. GCCDL shall report the caseload data to the State Public Defender, the Gallia County Public Defender Commission, and appropriate Gallia County officials on a monthly basis, or as shall be required by the State Public Defender. Payment will not be issued unless the proper reporting is submitted to Gallia County.
 - a. GCCDL shall track and report to the Gallia County Auditor's Office monthly and to the Gallia County Commissioners Office annually the number of cases for which it provides legal representation to indigent adults and juveniles charged with a violation of an ordinance of the municipal corporation of Gallipolis for which the penalty or possible adjudication includes the potential loss of liberty. This report shall include the case number and the dollar amount charged by the attorney. Payment will not be issued unless the report is submitted to Gallia County.
14. Gallia County shall pay to GCCDL:
 - a. For services provided hereunder, except as otherwise provided in this section, as follows:
 - i. For FY 2013 the sum of TWO HUNDRED NINETY-ONE THOUSAND TWO HUNDRED DOLLARS (\$291,000.00), to be paid in equal monthly installments of \$24,250.00 on or before the second Friday of the month during FY 2013. Said sums shall be appropriated by the Board of County Commissioners and be available to meet the requirements under this agreement.

15. The Gallia County Commissioners shall retain all reimbursements for funds received for indigent attorney fees.
16. This contract shall be effective from January 1, 2013, through December 31, 2013. Either party may terminate this contract upon giving thirty (30) days written notice to the other party. Should this contract be terminated, the County shall remain obligated to provide indigent representation in a manner provided by law.
17. Should the GCCDL have insufficient attorneys to meet the obligations set forth herein, additional attorneys shall be required by the GCCDL to provide adequate and competent representation. The Judges of the various courts served by the GCCDL by a majority vote shall determine, after discussion with GCCDL, when there exists insufficient attorneys to service the Courts.
18. GCCDL shall submit any and all forms necessary to insure reimbursement for the county, in accordance with the requirements of the Office of the Ohio Public Defender. This shall be done on a monthly basis. Failure to submit the necessary forms in a timely manner could result in payments being held under this contract.

GALLIA COUNTY CRIMINAL
DEFENSE LAWYERS

Date: 12/4/2012

By: s/ William D. Conley

President

APPROVED:

OHIO STATE PUBLIC DEFENDER
COMMISSION

Date: _____

By: _____

GALLIA COUNTY PUBLIC

DEFENDER COMMISSION

Date: _____

By: _____

Chairman

BOARD OF COMMISSIONERS
OF GALLIA COUNTY, OHIO

Date: 12/6/2012

By: s/ Harold G. Montgomery

Harold G. Montgomery, President

By: s/ Howard Joe Foster

Howard Joe Foster

By: s/ Lois M. Snyder

Lois M. Snyder

APPROVED AS TO FORM:

Date: 12/5/2012

By: s/ C. Jeffrey Adkins

C. Jeffrey Adkins, Gallia County

Prosecuting Attorney

COUNTY ENGINEER – ISSUE 1 DISBURSEMENT REQUEST APPROVAL

Harold Montgomery entertained a motion to approve the County Engineer's Issue 1 grant disbursement request approval in the amount of \$596,589.62 for the County Road Improvements Project with the Shelly Company as contractor. Joe Foster made and Lois Snyder seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

RODNEY 2 VILLAGE – SEWER ISSUE

Rodney 2 Village Resident Joe & Janet Igleheart 254 Merry Rd, came before the Commission to discuss a sewer issue. Their sewer lines were obstructed for 20 years and 10 years ago they tried to get a neighbors tree removed because the roots had blocked the lines and that was the problem. County Sewer Manager Gary Myers was present and confirmed that problem as stated and that the tree had been since removed by the county.

Ms. Igleheart continued, we had to dig up our sewer line and there were not roots there. We went about 100 ft, no problems. When we hit the main line it was solid roots! We just want our expenses reimbursed from digging up our unnecessarily. The total of the two invoices presented were \$809.50, and \$38.86.

The President entertained a motion to reimburse the Igleheart's for their expenses. Lois Snyder made and Harold Montgomery seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, abstained; Ms. Snyder, yea.

VETERAN SERVICES DIRECTOR

Commissioners were in receipt of the following correspondence:

This is to advise that Keith Jeffers, Executive Director of the Gallia County Veterans Service Center has retired effective November 30, 2012 and John Thomas will be the acting Director of the Veterans Service Center until the Veterans Service Commission votes to appoint a permanent director.

Respectfully,

s/ John W. Thomas

HEALTH INSURANCE RENEWAL MEETING

Local Insurance Representatives John & Scott Saunders and Michael Walter, Strategic Account Executive with United Healthcare met with the Commissioners to go over the experience since the last renewal and begin discussions for the February renewal. Information was distributed and reviewed regarding the 2013 formula, experiences, claims and loss ratio. The will continue to look for possible plan savings and return at a later date; no action taken.

SEPTIC INSTALLATION ISSUE

State Rte 7 South resident Tom Jones comes before the Commissioners with a Septic complaint. He advised that he recently built a home unaware of any permit issues:

He has an issue with the Health Department that needs to be looked into. The cost of putting in a septic system is exorbitant and will affect hundreds of people. He described several situations where folks could not meet the Health Departments standards and were unable to live in those homes.

The County Sanitarian told him he may be able to put in a system with a phone line but would cost \$13,000. She told me to dig a trench but she had to be onsite. The laws passed at the state level are difficult if not impossible to apply in Southern Ohio. What will happen to get all buildings in compliance? Jones continued stating people that administrate these programs need to use a little common sense; this is insanity. Maybe the Commission could approach OSU and see if something could be done to avert the price situation occurring here in the lives of people.

County Sanitarian Barb Bradley was also present and again explained her requirements and advised they were trying to keep the costs down and keep it in county but these were state requirements that she had to enforce.

Commissioner Montgomery stated, we are aware but don't have an answer for you. This is why we have been trying to install the sewer systems as required by EPA, which is also very expensive with a monthly payment by the home owner. Most of the monthly payment then goes to debt retirement for the loans to build the systems. This is a big concern which hampers development in housing and businesses and decreases land values. We understand the laws are made in Columbus and placed on the rural counties. We will attempt to contact with OSU and get back with you.

SALT BIN QUOTE AWARDED

The President entertained a motion to award the quote for rebuilding the Salt Bin that was damaged during the June 29, 2012 storm even located at the County Highway Garage.

*Hash's Construction Company Inc.
3386 Roush Hollow Rd
Bidwell, OH 45614*

Rebuilding salt building at the Gallia County Garage similar to existing building with additional anchors and supports.

Price covers all materials, labor, insurance, etc. for complete job as specified above. Payment of the work to be made as follows: Contract Total due on Completion Contract Total: \$20,000.00

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

TREASURER – BUDGET MEETING

Treasurer Steve McGhee was present to review his 2013 budget request for his office and DRETAC fund. Line items were reviewed and discussed. No action taken.

NOTICE TO PROCEED

The President entertained a motion to approve the notice to proceed to Southern Ohio Trenching for Kanauga Addison Sewer Repair Project to begin December 6, 2012 for 270-day period ending September 2, 2013. Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

911 CENTER RENAMED

President Montgomery requested that in memory and honor of past 911 Director Steve L. Wilson; to name the 911 Center the Steven L. Wilson 911 Center. Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

AMENDMENT TO LEAVE DONATION POLICY

The President entertained a motion to adopt the following amendment to the Personnel Policy Manual Leave Donation Policy as submitted by our Labor Consultant:

Section 6.4

This policy will be at the discretion of the elected official/department head. All donations of leave must be approved by the elected official/department head and the Board of Commissioners.

This policy shall apply to all employees under the County umbrella.

A. Definitions: For the purpose of this policy the following shall apply:

1. Immediate Family: The employee's spouse or "significant other" as defined in ORC 123:1-47-01, parents, children, brother, sister, stepchildren, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.
2. Serious Health Condition: An illness, injury, impairment, or physical/mental condition that involves a period of incapacity or treatment that requires absence from employment for more than three (3) calendar days and involves care by a health care provider. Serious health condition also includes continuing treatment of chronic or long-term incurable conditions and prenatal care.
3. Transferee: The employee in need and approved to receive donated sick leave.
4. Transferor: The employee volunteering to donate their sick leave.

B. Policy: An employees may donate accrued sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave in his or her current department. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an extended serious health condition of the employee or a member of the employee's immediate family.

C. Hours Transferred: An employee may only receive donated leave up to the number of hours the employee is scheduled to work each pay period. Donating employee must retain a leave balance of at least two hundred forty (240) hours.

D. Receiving Leave: An employee may receive donated leave equivalent up to the number of hours the employee is normally scheduled as work each pay period, if the employee:

1. has no accrued paid leave has provided acceptable written verification that the extended illness exists;
2. is not a member of the Employer's immediate family; and

3. agrees to accept the leave under the terms of the policy and completes a "Leave Donation Application" form.

E. Donating Leave: Employees may donate leave if the donating employee:

1. is not a member of the receiving employee's immediate family;
2. voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
3. donates only the hours needed for that pay period;
4. retains a sick leave balance of at least two hundred forty (240) hours; and
5. completes a "Leave Donation Application" form.

F. Administration: The sick leave donation program shall be administered on a pay period to pay period bases. Donations of sick leave will be recorded in the order of their submission, and will not be considered actually donated nor be deducted from the transferor's balance or credited to the transferee's balance until the pay period such leave is actually used. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall be considered sick leave but shall never be converted into a cash benefit.

G. Certification: Employees who wish to donate sick leave shall certify:

1. The name of the employee for whom the donated leave is intended.
2. The number of hours to be donated.
3. That the employee will have a minimum sick leave balance after donation of at least two hundred forty (240) hours.
4. That the sick leave is donated voluntarily and the employee understands that the donated leave will not be returned.

H. Confidentiality: Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect the employees' right to privacy, however, appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave donations from employees. The donation of sick leave shall occur on a strictly confidential and voluntary basis.

I. Applications: Employees wishing to donate or receive donated sick leave may pick up applications from the payroll department and/or the Commissioners' Office.

Joe Foster made and Lois Snyder seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea. Effective date January 1, 2013.

ADJOURN

At 4:30 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


Karen Sprague, County Administrator
Minutes recorded by: Terry Hemby, Clerk


Howard J. Foster, Vice President


Lois M. Snyder, Commissioner