

**APRIL 14, 2011**

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

President Snyder entertained a motion for approval of the April 7, 2011 minutes. Joe Foster made and Harold Montgomery seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Auditor	Larry Betz	4/12	Athens	Auditor of State Regional Advisory Board meeting
		4/14	Athens	Meeting with Randy Cole
Commissioners	Lois Snyder	4/18	Wellston	Solid Waste Meeting

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

Animal Shelter Canine Weekly Report										
Week Ending	# IN	Adopted	Reclaimed	Euthanized	Died (Natural Causes)	Rescued	Destroyed (in field)	# Out	In Foster Care	Remaining at Shelter
4/11	11	1	1	1	1	5	0	9	2	29

**ADMINISTRATIVE LEAVE**

Harold Montgomery made and Joe Foster seconded the motion to place Dog Warden Tim Atha on paid administrative leave until the completion of an investigation. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

**YOUTH SERVICES SUBSIDY GRANT AMENDMENT**

Greg Shrader of Juvenile Court submitted an amendment form for signature for the Youth Services Subsidy Grant. This will increase the equipment line item to allow the purchase of radios and cameras in their vehicles. Harold Montgomery made and Joe Foster seconded the motion; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

**DISASTER RECOVERY & CONTINUATION OF OPERATION PLAN**

The Commissioners were in receipt of the Gallia County Auditor & Treasurer Disaster Recovery and Continuation of Operation Plan. This is on file in those offices as well as the Commissioners Office.

**LOAN REVIEW COMMITTEE APPOINTMENT**

Harold Montgomery made and Joe Foster seconded the motion to reappoint Marianne Campbell as a member of the OVRDC Loan Review Committee for the three year term of January, 2011 through December, 2013. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

**LEAVE DONATION APPLICATION**

Commissioners received leave donation applications from County Engineer Brett Boothe requesting the following:

Donating Employee	Receiving Employee	Hours Donated	Pay Period
William Pickens	Danny Jones	40	4/4 – 4/8/11
Charles E. Chambers	Danny Jones	40	4/11 – 4/15/11

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

**VETERANS – MEMORIAL DAY EXPENSES**

Commissioners received the following requests in accordance with the Ohio Revised Code 307.66 for funds to defray the Memorial Day expenses for 2011:

American Veterans Post 23	\$500.00
Disabled American Veterans Post 141	\$500.00

Joe Foster made and Harold Montgomery seconded the motion to approve the funds as requested. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

**POLICE PROTECTION CONTRACTS**

Sheriff Browning submitted the following police protection contracts for approval:

**VILLAGE OF CROWN CITY AGREEMENT**

This Agreement made and concluded this 14<sup>th</sup> day of April 2011, by and between the **Village of Crown City**, Ohio, Joseph R. Browning, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Crown City, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
2. The Gallia County Sheriff's Office is to supply a qualified deputy chosen by mutual agreement between Council and the Sheriff's Office.
3. The Village of Crown City, in consideration for this police protection, agrees to pay directly to the Sheriff of Gallia County, Ohio, the amount of \$3.75 per contract hour to be used for expense and maintenance of Gallia County sheriff's office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".
4. The Village in consideration for this police protection agrees to pay direct to the designated deputy the sum of Seventeen Dollars Twenty Five Cents (\$17.25) per hour from April 1, 2011 through December 31, 2011 and Seventeen Dollars Fifty Cents (\$17.50) from January 1, 2012 through March 31, 2012, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.
5. The scheduling for the deputy is to be prepared by the Gallia County Sheriff's office with recommendations from the Mayor of Crown City Village.
6. The Sheriff requires that Deputies assigned to this detail submit activity logs, preferably by electronic system, to the Village Council for review.
7. The Village of Crown City will make available to the Gallia County Sheriff's Office the use of any Village owned equipment pertaining to law enforcement for the Village.
8. The Gallia County Sheriff's Office will be entitled to use said equipment as long as there is a current agreement with the Village of Crown City for police protection.
9. It is expressly understood by the parties that upon the termination of this Agreement, the equipment, and if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Crown City.
10. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Crown City understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
11. This Agreement can be canceled by either party with thirty (30) days written notice.
12. This Agreement shall be effective from April 1, 2011 through March 31, 2012.
13. The cost of jail confinement for prisoners of the Village will be waived.
14. If a deputy is requested to respond to a 911 call out and there is no deputy on duty at the Village, the 911 Center will then dispatch an available Sheriff's Deputy to the call.
15. Any time off leave will be the responsibility of the Village of Crown City.
16. All uniform and cruiser markings will conform to the BSSA and Gallia County Sheriff's Office standards and the purchase of these items will be the responsibility of the Sheriff's Office.
17. All deputies on duty for Village assignment will follow the Gallia County Sheriff's Office Policy and Procedure Manual in effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 14<sup>th</sup> day of April, 2011.

SIGNED AND ACKNOWLEDGED

GALLIA COUNTY SHERIFF'S OFFICE

IN THE PRESENCE OF:

*s/ Joseph R. Browning, Sheriff*

VILLAGE OF VINTON

Mayor  
Clerk

GALLIA COUNTY COMMISSIONERS

*s/ Terry Hemby, Clerk*

*s/ Lois M. Snyder, President*

*s/ Howard J. Foster, Vice President*

*s/ Harold C. Montgomery, Member*

APPROVED AS TO FORM:

*s/ Jeffrey Adkins*

Gallia County Prosecuting Attorney

#### VILLAGE OF CENTERVILLE AGREEMENT

This Agreement made and concluded this 14<sup>th</sup> day of April 2011, by and between the **Village of Centerville**, Joseph R. Browning, Gallia County Sheriff and the Gallia County Commissioners.

WHEREAS, there exists a need for police protection for residents of the Village of Centerville, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
2. The Village of Centerville, in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the amount of \$3.75 per contract hour to be used for expense and maintenance of Gallia County Sheriff's Office cruiser, training of officers, uniforms, equipment, etc. for use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".

3. The patrol duties of the designated deputy will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.
4. The Village in consideration for this police protection agrees to pay direct to the designated deputy the sum of Seventeen Dollars Twenty Five Cents (\$17.25) per hour from April 1, 2011 through December 31, 2011 and Seventeen Dollars Fifty Cents (\$17.50) from January 1, 2012 through March 31, 2012, plus employer's portion of Unemployment, Medicare, Workers compensation and OPERS.
5. The Sheriff requires that Deputies assigned to this detail submit activity logs, preferably by electronic system, to the Village Council for review.
6. The Village of Centerville will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: **Radio, lights, siren, K-55 radar, Serial No. MV724, MOD#279421 and other equipment pertaining to law enforcement for the Village.**
7. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Centerville for police protection.
8. It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Centerville, Ohio for its use.
9. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Centerville understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
10. This Agreement can be canceled by either party with thirty (30) days written notice.
11. This Agreement shall be effective from April 1, 2011 through March 31, 2012.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 14<sup>th</sup> day of April, 2011.

SIGNED AND ACKNOWLEDGED

GALLIA COUNTY SHERIFF'S OFFICE

IN THE PRESENCE OF:

*s/ Joseph R. Browning, Sheriff*

VILLAGE OF VINTON

Mayor  
Clerk

GALLIA COUNTY COMMISSIONERS

*s/ Terry Hemby, Clerk*

*s/ Lois M. Snyder, President*

*s/ Howard J. Foster, Vice President*

*s/ Harold G. Montgomery, Member*

APPROVED AS TO FORM:

*s/ Jeffrey Adkins*

Gallia County Prosecuting Attorney

#### VILLAGE OF VINTON AGREEMENT

This Agreement made and concluded this 14<sup>th</sup> day of April 2011, by and between the **Village of Vinton**, Ohio, Joseph R. Browning, Gallia County Sheriff and the Gallia County Commissioners

WHEREAS, there exists a need for police protection for residents of the Village of Vinton, Gallia County, Ohio and

WHEREAS, Section 311.29 of the Ohio Revised Code provides for authority of a taxing district to enter into an agreement with the Sheriff of the County whereby the Sheriff undertakes and is authorized to contract to perform any police function, in behalf of the contracting subdivision.

NOW THEREFORE, it is hereby agreed by and between the parties hereto upon the considerations as follows:

1. The parties do hereby agree and understand that the employees of the Gallia County Sheriff's Office have voted and approved representation by the FOP. Therefore, upon organization and representation of the employees by the FOP each party herein (Village, Sheriff and Commissioners) reserves the right to cancel or modify this Agreement if the organization of the FOP causes a change in the terms set forth herein. If the organization of the FOP does not change the terms of the Agreement, the parties are bound by the terms listed below.
2. The Village of Vinton, in consideration for this police protection, agrees to pay direct to the Sheriff of Gallia County, Ohio, the amount of \$3.75 per contract hour, to be used for the expense and maintenance of Gallia County Sheriff's Office cruiser, for the use by the Village. Said sum shall be made payable to the TREASURER OF GALLIA COUNTY, to be credited to a special fund known as the "Sheriff's Policing Rotary Fund".
3. The Village in consideration for this police protection agrees to pay directly to the designated deputy, the sum of Seventeen Dollars Twenty Five Cents (\$17.25) per hour from April 1, 2011 through December 31, 2011 and Seventeen Dollars Fifty Cents (\$17.50) from January 1, 2012 through March 31, 2012, plus fringe benefits applicable under Village ordinances.
4. The patrol duties of the designated deputy will be directed by the Gallia County Sheriff's Office. The chain of command described in the Gallia County Sheriff's Office Policies & Procedures manual will be in effect during the term of this Agreement.
5. Every attempt will be made to fill vacancies and vacations with manpower as per contract.
6. The Sheriff requires that Deputies assigned to this detail submit activity logs, preferably by electronic system, to the Village council for review.
7. The Village of Vinton will make available to the Gallia County Sheriff's Office the use of the Village owned equipment pertaining to law enforcement for the Village listed as follows: **Any equipment that may be in use at this time.**
8. The Gallia County Sheriff's Office is to appoint a Deputy agreeable to the Village Council and the Sheriff and furnish said deputy with an adequate vehicle.
9. The Sheriff of Gallia County, Ohio will be entitled to use said equipment so long as he has an agreement with the Village of Vinton for police protection.
10. It is expressly understood by the parties that upon the termination of this agreement, the equipment if still in the possession of the Gallia County Sheriff's Office will be immediately returned to the Village of Vinton, Ohio for its use.



11. The parties agree that the Gallia County Commissioners shall provide liability insurance for the officers providing services pursuant to this Agreement. The Village of Vinton understands and agrees that it shall be liable for any damages that may exceed the applicable coverage, limited to the policy provided by Gallia County. In the event, for any reason, that any act or omission by the Officer were to result in damages assessed against the Village, the Village would be responsible for any damages, that may not be covered by the Liability Policy provided by Gallia County. This provision is not and shall not be construed as an indemnification agreement by the County in favor of the Village. The County's sole obligation is to provide liability coverage in an amount determined to the sole discretion of the Gallia County Commissioners.
12. This Agreement can be canceled by either party with thirty (30) days written notice.
13. This Agreement shall be effective from April 1, 2011 through March 31, 2012.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement on the 14th day of April, 2011.

SIGNED AND ACKNOWLEDGED

GALLIA COUNTY SHERIFF'S OFFICE

IN THE PRESENCE OF:

*s/ Joseph R. Browning, Sheriff*

VILLAGE OF VINTON

Mayor  
Clerk

GALLIA COUNTY COMMISSIONERS

*s/ Terry Hemby, Clerk*

*s/ Lois M. Snyder, President*

*s/ Howard J. Foster, Vice President*

*s/ Harold G. Montgomery, Member*

APPROVED AS TO FORM:

*s/ Jeffrey Adkins*

Gallia County Prosecuting Attorney

Harold Montgomery made and Joe Foster seconded the motion to approve the above contracts as submitted and recommended by Sheriff Browning. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

#### **CIVIL WAR SESQUICENTENNIAL PROCLAMATION**

The following representatives of the Sons of the Union Veterans Civil War # 126 Cadot-Blessing Camp were present for the proclamation: David M. Carter, David North, James W. Oiler and Henry L. Myers.

#### **CIVIL WAR'S SESQUICENTENNIAL PROCLAMATION**

***Whereas, the Southern states, forming the Confederacy, sought their independence from the United States -- the Union -- arguing that tariffs imposed by the federal government hurt the Southern economy.***

***Whereas, an attack was launched and the war began before dawn on April 12, 1861, with the start of a Confederate bombardment of Union-held Fort Sumter in Charleston Harbor, South Carolina; and***

***Whereas, more than 500,000 people were killed in the deadliest war in US history while battling over states rights and slavery; the Civil War is one of the most significant events in American history in terms of the way the American nation was defined; and***

***Whereas, the conflict ended four years later on April 9<sup>th</sup>, 1865 when Confederate General Robert E. Lee surrendered to General Ulysses S. Grant at Appomattox Court House, Virginia; and***

***Whereas, this is not a celebration, but a somber remembrance, a commemoration of the four year struggle between northern and southern states that forever ended slavery in the United States; and***

***Whereas, April has been designated "the 150th Anniversary of the Civil War";***

***Now therefore, we the Gallia County Commissioners do hereby proclaim the month of April as "the 150th Anniversary of the Civil War"; in the County of Gallia, this 14<sup>th</sup> day of April, 2011.***

*Lois M. Snyder, President*

*Howard J. Foster, Vice President*

*Harold G. Montgomery, Member*

Joe Foster made and Harold Montgomery seconded the motion to sign the proclamation. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

Commissioner Foster stated we are pleased to join the Sons of the Union Veterans Civil War # 126 Cadot-Blessing Camp in commemorating this anniversary. We appreciate the time you invest in preserving this history. Commander Oiler stated that on behalf of sons of the union we are here to represent all members of the descendants of the civil war. Information regarding the National Sons of the Union Veterans can be found online at [www.sucvw.org](http://www.sucvw.org).

#### **CHILDREN SERVICES AGENCY UPDATE**

Vice President Kent Shawver, Executive Director Russ Moore and Fiscal Manager Kathy Campbell met to update the Commissioners on their agencies activities. Financial information was distributed and reviewed; Shawver stated that financially things are looking up and they are continuing conservatively. Moore distributed the intake screening report and reviewed with the Commissioners as well. He reported that there are 14 in foster care homes at this time and 4 in adoptive placement. No action taken.

**\*Commissioners attended the 2<sup>nd</sup> Round Caucus Meeting held in the second floor meeting room of the Courthouse.**

#### **ROADSIDE MOWING - BID REJECTION**

Commissioners received the following correspondence dated 4/14/11:

*Dear Commissioners,*

*I have reviewed the proposals for the 2011 Gallia County Roadside Mowing project. One bid was received from Quickmow Inc. for \$249,995.20. The lowest bid was received from Quickmow Inc.; however, the bid is more than 10% above the engineer's estimate.*

*Therefore, it is my recommendation that the low bid be rejected and the above named project not be awarded.*

*Sincerely,  
slJennifer Brown, Assistant Engineer*

As recommended, Joe Foster made and Harold Montgomery seconded the motion to reject said bid. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

#### **EXECUTIVE SESSION - ECONOMIC DEVELOPMENT**

At 11:14 a.m. the President entertained a motion to enter into executive session with Economic Development Director Melissa Clark to discuss contracts. Joe Foster made and Harold Montgomery seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea. Returned to regular session at 11:35 a.m.; no action taken.

#### **CWA UNION 4320**

Chief Steward Ernie Meadows met with the Commissioners regarding some concerns. He stated that some union members heard we had turned down an extension that had been offered; and this is not true because we have not received an offer to extend. We have requested a contract negotiation, which has always been done during working hours and now management wants to do this during off hours.

Commissioner Foster advised that his best recollection, we were made aware that you were interested in a one year extension and management preferred a two year extension and were somewhat flexible. He felt like the disconnect was not between the 1-2 year extension it was the fact of whether we negotiated on company time or after hours. And with the recent cuts and increased workload, we thought it should be done after hours. Meadows confirmed, yes it was the times of negotiation that is the sticking point; but we were not against an extension.

Foster continued, there was also some discussion of "cleaning up" some of the language and this could not be done without entering into negotiations. The end result is the same, it was not effectively turned down but we never got to the terms of discussing it. Meadows said no, because we were never given the option to extend; there was talk, but it was never presented. He also stated, of course if something has to be changed, then that would result in negotiations. Most changes are procedural or language changes due to the past layoffs.

Foster again stated you must enter into discussions no matter if it is an extension or negotiations. Our position was clearly presented to CWA. Foster read portions of a letter regarding possible negotiation dates, with a comment from Attorney Joshua McInerney: "One further note, I will be serving as the Union's Chief Negotiator, please direct all communications and correspondence in this matter to me rather than to the Union's Stewards." So, we felt like we should communicate thorough that channel and likewise, you as well would communicate thorough that channel. Meadows again stated that normally an extension is presented with a time period and that is it and one was not received.

Next Meadows asked about seeing information on the resolution putting management under the county's personnel policy manual because we are not getting a lot of information in house. They were particularly interested in the change in salary paid out with a negative net take home pay. The reason for asking, the way I read it they will be entitled to a buy out of their comp time, how much of that excess will be spent on this buyout and was that the intent of the resolution?

Commissioner Montgomery explained that you are talking comp time, to align that back into county policy where if you earn it, you use it within 14 days. So anyone that retains a balance, the agreement will be a onetime buy out and from that point on they would adhere to the county policy. Meadows asked if that would be at the new rate of pay. Commissioners stated it would be cashed out at the old (current) rate of pay. Meadows asked if there was a figure of what that will be, because at the end of the cycle if there is money left over, we are to use it or lose it according to the state. Commissioners advised they did not know the figure. The plans were to be able to cover payouts for eligible retirees, having sufficient monies to cover those costs in this budget.

Meadows advised that Mr. Glassburn had mentioned the possibility of offering the same PPM to the Union; is there a timeframe, is it through the end of the fiscal year? Montgomery advised we would not be negotiating here today. Meadows said he just wanted to clarify. Commissioners stated this had not been discussed.

Meadows also asked, as far as the future of JFS and the predicted budget cuts, what did the Commissioners foresee? Montgomery stated that we cannot answer questions about present or future locations because this would affect negotiations of our lease with the current owner. We would hope to maintain local offices here if at all possible. Meadows asked if there were other agencies looking to merge with JFS? Commissioners advised that nothing had been discussed in this regard. Commissioner Foster advised that Meadows questions were specific and the state budget would affect our direction here locally and prevents us from making any speculations. We watch the budget process just like everyone else and try to continue the same level of services to the community. No action taken; Meadows thanked the Commissioners for their time.

#### **GALLIA COUNTY INVESTMENT COMMITTEE**

Attending: Commissioners Lois Snyder, Joe Foster, Harold Montgomery and Treasurer, Steve McGhee.

GC Treasurer, Steve McGhee, Chair of the Investment Committee, presented the 1<sup>st</sup> Quarter 2011 investment report for review. The Investment reports are submitted monthly; with meetings held quarterly. Members of the Committee are the Commissioners, the Treasurer and the Clerk of Courts.

There were no comments or questions. The Investment Report is on file in the Treasurer's and in the Commissioner's office for review.



**PROCLAMATION – FAIR HOUSING MONTH**

Commission President Lois Snyder entertained a motion to approve the Fair Housing Month Proclamation as presented. Joe Foster moved and Harold Montgomery seconded this motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

**WHEREAS**, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

**WHEREAS**, April 2011 is the 43<sup>rd</sup> Anniversary of the Passage of the federal Fair Housing Act; and

**WHEREAS**, April has traditionally been designated as FAIR HOUSING MONTH by the President of the United States and by the Governor of the state of Ohio; and

**WHEREAS**, the mission of fair housing in Ohio is to improve the quality of life for all residents and celebrate Ohio's fair housing law which is substantially equivalent to the federal Fair Housing Act; and

**WHEREAS**, this is a time to remember where we started, to celebrate 43 years of successes, and to march toward the future in ensuring justice and housing opportunities for all Americans

**NOW THEREFORE, We**, the Board of Commissioners of Gallia County, Ohio wish to acknowledge the County's endorsement and commitment to celebrate 43<sup>rd</sup> Anniversary of the Passage of the federal Fair Housing Act and the policy of Fair and Equal Access to Housing and do hereby proclaim the month of April as **FAIR HOUSING MONTH** and encourage citizens to acquaint themselves with their rights that are protected under the law, and join in reaffirming a commitment to Fair Housing for all regardless of race, color, religion, sex, national origin, ancestry, familial or disability status.

Dated this 14<sup>th</sup> day of April, 2011

sl Lois M. Snyder, President

sl Howard Joe Foster, Vice-President

sl Harold G. Montgomery, Member

**ANNUAL CDBG PROGRAM INCOME REPORT**

County Administrator Karen Sprague presented the Commission with the Annual Program Income Report for the CDBG Program for the period of FY 2010 & FY 2011. Lois Snyder entertained a motion that the report be approved and signed as presented. Harold Montgomery moved and Joe Foster seconded that motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea. The form is on file in the County's CDBG grant files.

**STATUS REPORT****FY 2010 CDBG FORMULA GRANT (B-F-10-1AY-1)**

County Administrator Karen Sprague presented the Commission with the Status Report for the period September 1, 2010 thru March 2, 2011 for the County's FY 2010 CDBG Formula Grant (B-F-10-1AY-1), which must be submitted to the Ohio Department of Development. Lois Snyder entertained a motion that the Status Report be approved and signed as presented. Joe Foster made and Harold Montgomery seconded that motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea. The form is on file in the County's CDBG grant files.

**STATUS REPORT****FY 2008 CDBG WATER/SEWER GRANT (B-W-08-1AY-1)**

County Administrator Karen Sprague presented the Commission with the Status Report for the period September 3, 2010 thru March 4, 2011 for the County's FY 2008 CDBG Water/Sewer Grant (B-W-08-1AY-1), which must be submitted to the Ohio Department of Development. Lois Snyder entertained a motion that the Status Report be approved and signed as presented. Harold Montgomery made and Joe Foster seconded that motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea. The form is on file in the County's CDBG grant files.

**FAA GRANT 2010 DRAW #5 APPROVAL****GALLIA-MEIGS REGIONAL AIRPORT PROJECT**

Karen Sprague, County Administrator, presented the Commission with FAA grant 2010 draw #5 forms requesting \$4,613.00 from the County's FAA grant for Delta Airport Consultants engineering services for the Gallia-Meigs Regional Airport RSA & Fuel Farm Projects. Lois Snyder entertained a motion to approve and sign the grant draw #5 forms for payment of engineering invoices as presented. Harold Montgomery moved and Joe Foster seconded this motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

**FAA TERMS & CONDITIONS OF ACCEPTING AIP GRANTS**

County Administrator Karen Sprague presented the Commission with FY 2011 FAA Terms and Conditions of Accepting Airport Improvement Program Grants for approval, noting this document replaces the one dated June 2005 and is required to be in place for the FAA to award funds to the county. Lois Snyder entertained a motion to approve the document as presented. Harold Montgomery made and Joe Foster seconded a motion to the application as submitted. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; and Harold Montgomery, yea.

**OWDA WASTEWATER SYSTEM DESIGN LOAN – GREEN SEWER**

County Administrator Karen Sprague presented the Commission with the OWDA Cooperative Agreement documents to increase the Green Sewer Design Loan by \$163,000 as previously requested by Gallia County in order to complete the design/planning for the project. Lois Snyder entertained a motion to approve the documents as presented. Joe Foster moved and Harold Montgomery seconded this motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

Based on the approval of the new Ohio Water Development Authority's Wastewater System Design Loan for the Green Township Sewer Project, Commission President Lois Snyder entertained a motion to request the County Auditor's Office to increase the existing fund for this loan titled "OWDA Loan-Green Sewer", loan fund number 061, and to appropriate the additional \$163,000 loan into line items as follows:

Appropriate \$163,000 into 061.0061.531100 title OWDA Loan-Green Sewer

Increase Amended Certificate by \$ 163,000.00

Increase Revenue Line Item as follows:

Increase 061.3000.400100 Pay-ins for OWDA Loan-Green Sewer (\$163,000)

Sprague advised the Commission that OWDA takes their loan fee for this new loan directly from the loan therefore the County Auditor will need to complete memo revenue and expense entries so the fund will balance with amounts noted by OWDA:

- Memo pay-in in the amount of \$1,703.00 into 061.3000.400100 from OWDA Loan # 4937
- Memo expense in the amount of \$1,703.00 from 061.0061.531100 to Stantec Consulting Inc. vendor # 6899 for invoice #472541

Joe Foster moved and Harold Montgomery seconded this motion. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

#### OEPA SEWER VIOLATION NOTICES

The County Administrator provided the Commission with OEPA sewer violation notices and responses for March for Mercerville WWTP and Tara Estates WWTP.

#### KANAUGA/ADDISON PAYMENT RESOLUTION # 18

The County Administrator presented the Commission with Payment Resolution # 18 for the Kanauga/Addison Sewer Project for the following items:

- Trimat Construction Pay Estimate # 19 - \$131,831.13
- Stantec Consulting Inv. #479320 - \$14,289.66
- Total = \$146,120.79

Joe Foster moved and Harold Montgomery seconded a motion to approve payment resolution # 18 as submitted. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

#### MEMO ENTRY – REVENUE/EXPENSE OPWC KA SEWER GRANT/LOAN

The County Administrator advised the Commission that OPWC will make direct payments to vendors for the Kanauga/Addison Sewer Project grant & loan funding. In order to reflect the receipt and expenditure of these grant/loan funds within the county fund established as OPWC KA Sewer Grant/Loan Fund the County Auditor must make the following memo entries:

- Memo pay-in in the amount of \$14,289.66 into 106.3000.400101 from OPWC Loan # CO17L
- Memo expense in the amount of \$14,289.66 from 106.1106.531101 to Stantec Consulting Inc. vendor # 6899 for invoice #479320

#### MARCH 2011 FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- The March 2011 Financial Reports for comparison with the March 2010 Financial Reports. The following was noted during the review:
  - 1/1/2010 beginning cash balance was \$1,098,183.64
  - 1/1/2011 beginning cash balance was \$589,342.87
  - Difference of \$508,840.77
  - 3/31/2010 ending cash balance was \$1,403,183.78
  - 3/31/2011 ending cash balance was (\$254,386.59)
  - Difference of \$1,657,570.37
  - The General Fund has decreased by \$1,148,729.60 in cash balance in comparison with the 1/1/2011 review
  - The General Fund has decreased by \$9,701.23 since the February 2011 review

Also reviewed was the 4<sup>th</sup> Amended Certificate of Estimated Resources dated 3/31/2011.

#### OHIO VALLEY TRACKWORK LEASE

Economic Development Director Melissa Clark presented to the Commission for approval an Agreement to Lease the Dan Evans Industrial Park Speculative Building to Ohio Valley Trackwork Inc. Harold Montgomery made and Joe Foster seconded the motion to approve the lease agreement contingent upon the suggested changes of CORSA and final approval of Prosecutor. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea. Once all parties are in agreement and have signed, the Commissioners will sign the document.

#### CHANGE ORDER # 5 – SPECULATIVE BUILDING

Ms. Clark presented to the Commission Change Order #5 for the Spec Building project in the amount of \$106,795.00. Changes include pouring concrete floor in building and installation of 600 amp main breaker and underground conduit. Harold Montgomery made and Joe Foster seconded the motion moved to give President Snyder the authority to sign the change order contingent upon Ohio Valley Trackwork Inc signing agreement to lease the Spec Building, Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

#### CONNECT OHIO

Ms. Clark presented to the Commission a Sub-grant application to Connect Ohio, as part of their Every Citizen Online (ECO) broadband training program. Harold Montgomery made and Joe Foster seconded the motion to approve the sub-grant application; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

\*1:05 p.m. – Commissioners left the office to attend the Sewer Construction meetings being held upstairs in the Courthouse 2<sup>nd</sup> floor meeting room.

\*2:40 p.m. – Commissioners traveled to Wellston to attend a Solid Waste District Management Meeting.

#### MERCERVILLE SEWER PAYMENT RESOLUTION # 12

The County Administrator presented the Commission with Payment Resolution # 12 for the Mercerville Sewer Project for the following items:

- Trimat Construction, Inc. Pay Estimate #11 - \$11,450.32

- Stantec Consulting Inv. # 479323 - \$7,941.88
- Total = \$19,392.20

Joe Foster moved and Harold Montgomery seconded a motion to approve payment resolution # 12 as submitted. Upon roll call votes were as follows: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

**CHANGE ORDER #2 – MV SEWER PROJECT – STANTEC CONTRACT**

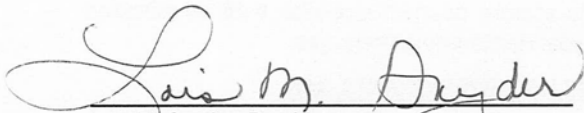
County Administrator Karen Sprague presented and recommended the Commission approve Change Order No. 2 paperwork for the MV Sewer Project – Stantec Contract. Gary Silcott, Project Engineer with Stantec Consulting, has requested the change order to address additional inspection and construction administration cost due to the contractor not completing the sanitary sewer project within the contract time limit.

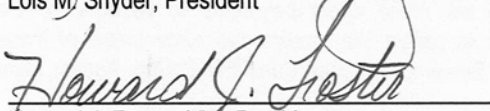
Funding for this change order will come from a transfer of original project funding from the contingency line item in the project funding to the inspection line item in the amount of \$20,000.00.

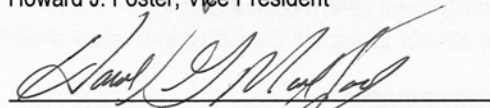
Lois Snyder entertained a motion to approve the change order form as requested. Joe Foster made and Harold Montgomery seconded that motion. Upon roll call votes were as follows: Ms. Snyder, yea; Mr. Foster, yea; and Mr. Montgomery, yea.

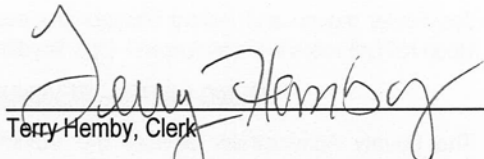
**ADJOURN**

At 5:45 p.m. President Snyder entertained a motion for adjournment. Joe Foster made and Harold Montgomery seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

  
Lois M. Snyder, President

  
Howard J. Foster, Vice President

  
Harold G. Montgomery, Member

  
Terry Hemby, Clerk