

JUNE 21, 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 June 14, 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:
Airport	Stan Jones	6/21	Zanesville	2012 Underground Storage Tank Training
DJFS	Kathy Campbell Dana Glassburn Samantha Reese	6/25	Jackson Co.	CFIS Web Training
ED	Melissa Clark	6/27	Piketon	SOACD Mtg

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

Animal Shelter Canine Weekly Report													
Week Ending	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
6/18	33	3	1	4	53	0	1	0	19	44	8	62	54

LEAVE DONATION APPLICATION

Commissioners received the following leave donation application:

Department	Donating Employee	Receiving Employee	Hours Donated	Pay Period
Sheriff	Jeff Smith	Sheila Northup	8	6/29
	Misty Clay		40	
	Jason Montgomery		24	
Prosecutor	Lisa Reuter	Kimberly Blackburn	40	
Sheriff	Coit Darst		40	

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

WEDEMEYER ROAD

Resident Martie Craig stated her property borders on the recently vacated Wedemeyer Rd which provided access to her back field; she came in today to request that it be reopened. She explained that she was involved in a land contract purchase from the previous property owner Clay Baker and did not receive her deed until three weeks ago. Therefore, the only property owner legally shown was Mr. Baker so she received no notification of the petition. When Mr. Baker petitioned and closed the road he told her the County Engineer closed the road and there isn't anything you can do about it; you can't get back there. Ms. Craig stated that Baker was deceitful in this road closure knowing she had been in contract purchasing the property.

The President explained a petition was presented to them with proper signatures. The County Engineer reviewed the road and presented his agreement for closure, it was properly advertised, viewed and a public hearing was held. There were no objections presented to the Commission at that time and the road was formally vacated. Those portions of the vacated road revert back to the current property owners, so she would now in fact own half of the vacated road. In order to reopen the road, a petition would have to be circulated and requirements met to reopen.

Ms. Craig said she talked to the Prosecutor, who was also present, and he advised the Commission did what they should have, to legally close the road and if they wanted to reopen the road they could. The Prosecutor advised the Ohio Revised Code (ORC) provides a procedure for vacating a road, not reversing what has already been done. Also advising, after further reviewing the code they would have to follow the ORC for opening a road and there are requirements that must be met, such as 3 residents within the first 500 feet, which this road does not meet.

Ms. Craig submitted aerial maps of the property which were viewed.

The Prosecutor explained that unfortunately the code does not require a title search prior to road vacations, which would have protected someone in your position. All agencies involved followed the proper procedure for formal vacation of the road. Her only recourse would be civil action or petition to reopen which would require meeting all standards for a new road. (ORC 5553.02 - Establishing a public road). No action taken.

EXECUTIVE SESSION

At 10:20 a.m. the President entertained a motion to enter into executive session to discuss a contract issue. Joe Foster made and Lois Snyder seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea. DJFS Director Dana Glassburn joined the session at 10:24 a.m. Returned to regular session at 10:52 a.m.; no action taken.

MOU FOR FISCAL SERVICES

DJFS Director Dana Glassburn requested approval of an MOU with Children's Services for Fiscal Services. The scope of service is described as follows: DJFS will be the fiscal agent for Children Services Board. Fiscal duties will include

processing the following payroll and non-payroll expenditures, invoices, IV-E reimbursements, ODJFS 2820 reports, ODJFS 1925 report, payment to foster care providers and other mutually agreed upon fiscal duties. The term shall commence July 1, 2012 and shall expire twelve (12) months from that date unless otherwise terminated or extended by formal agreement.

Lois Snyder made and Joe Foster seconded the motion to approve the MOU and President's signature; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

SUMMER YOUTH TANF PROGRAM

DJFS Director Glassburn advised they had been awarded additional TANF funding for the Summer Youth program. The youth are provided by DJFS and sent to the employer for interviews. This program enables DJFS to contract with employers to reimburse employee salaries and fringes 100% for the period of June 1 through August 31, 2012. Salaries must be between \$7.70 and \$10.00 per hour and the youth must work 30-40 hours per week depending on their ages.

Youth will complete an application available at DJFS front desk, providing all household members and household gross income for the last 30 days. DJFS will only accept applications for the income limits are based on the 2012-200% federal poverty levels and there must be someone in the household under 18 or age 18 and still in high school. The youth must also provide a copy of social security card, birth certificate and photo ID. They will be contacted after approval for interview appointments.

BID OPENING – VANCO ROAD SLIP REPAIR

At 11:00 a.m. The President opened the following bids for the County Engineer Vanco Road Slip Repair Project:

Company	Total Bid
DGM, INC, Beaver, OH	\$ 278,980.40
U. S. Bridge, Cambridge OH	\$ 221,050.15
Alan Stone Co., Inc., Williamstown, WV	\$ 278,470.00

The bids were turned over to the County Engineer for review and recommendation. The following were in attendance: Art Rogovin & Nate Wutrick – U.S. Bridge; Claudia Staley – Alan Stone Co.; Mark Salisbury – DGM, Inc.; Lana Lane, Engineer's Office.

FINANCIAL REPORT REVIEW

The County Administrator Karen Sprague presented the Commission with and reviewed the 16th Amended Certificate of Estimated Resources. No action taken.

CHANGE ORDER #1 – DAN JONES ROAD PAVING PROJECT (B-F-11-1AY-1)

The County Administrator presented the Commission with Change Order No. 1 paperwork for the Dan Jones Road Paving Project, part of the B-F-11-1AY-1 Grant. Brett Boothe, County Engineer, is recommending a change order to adjust project completion deadline as follows from the contract:

- Increase contract completion deadline by 92 days from 6/30/2012 to 9/30/2012
- No change in contract price

The President entertained a motion to approve the change order form as requested. Joe Foster made and Lois Snyder seconded that motion. Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea. Form was signed by Harold Montgomery, as President of the Commission, and is on file in the County's 2011 Formula Grant files.

REVISED - FINAL PERFORMANCE REPORT FY 2009 CDBG SEWER GRANT (B-R-09-1AY-1)

County Administrator Karen Sprague presented the Commission with the Revised Final Performance Report for the period September 1, 2009 thru April 30, 2012 for the County's FY 2009 CDBG Sewer Grant (B-R-09-1AY-1) which must be submitted to the Ohio Department of Development. Ms. Sprague advised the Commission the original form sent from ODOD did not reflect the change in activity funds approved by ODOD. Ms. Sprague further noted the information included in the report from county are not changing, only items changed are on ODOD's portion of the report. The President entertained a motion that the Final Performance Report be approved and signed as presented. Lois Snyder made and Joe Foster seconded that motion. Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea. The form is on file in the County's CDBG grant files.

Noon - Recessed for lunch and visit to the Pop Site area; reconvening at 1:30pm.

EXECUTIVE SESSION – PERSONNEL

At 2:02 p.m. the President entertained a motion to enter into executive session for personnel to interview potential candidates for the vacant dog warden position. 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 2:55 p.m.; no action taken.

BUILDING PURCHASE AGREEMENT

The President entertained a motion to enter into the following purchase agreement:

PURCHASE AGREEMENT

(A) The Olive Street Group, LLC hereby offers to sell to the Gallia County Board of Commissioners who desire to purchase the following described real estate attached as Exhibit "A". Said described property is located at 848 Third Avenue, and is the current Gallia County Job & Family Services building and surrounding property.

(B) Purchase price.

The purchase price for the property shall be \$739,000.00 and payment shall be made upon receipt of USDA Loan or bank financing. Said sale of property is also contingent upon the completion of the closing of deal whereby Evans Enterprises, Inc. is selling the subject property to Olive Street Group, LLC.

(C) Property, fixtures, and equipment subject to contract.

The property subject to this contract includes the land, all appurtenant rights, privileges, and easements, and all buildings and fixtures in their present condition

(D) Possession.

Seller will deliver possession of the property to buyer immediately upon closing and buyer will take full responsibility of the premises.

(E) Conveyance; evidence of title; survey.

Seller will convey marketable, fee simple title to buyer by general warranty deed, with release of dower if any, free and clear of all liens, encumbrances, conditions, easements, and restrictions, except conditions, easements, and restrictions of record on the date of this offer, and except taxes and assessments which are a lien but not yet due and payable. The deed shall be made out to the Gallia County Board of Commissioners, a political subdivision of the State of Ohio.

(F) Taxes and assessments.

Property taxes and assessments shall be prorated to the date of closing. If any installment of taxes and assessments or any conversion charges which seller is obligated to pay are not paid as of the date of closing, the amounts of the installments and charges with penalties and interest, if any, shall be paid to buyer or credited on the purchase price at buyer's option.

(G) Proration of rents, interest, and insurance; transfer of security deposits.

Adjustments shall be made through the closing date for rents, interest on any mortgage assumed by buyer. Security deposits shall be transferred to buyer.

(H) Payment of utilities and other charges.

Buyer will continue to pay all utilities as current occupants of the facility.

(I) Inspections.

Prior to closing, buyer at its expense may procure inspections and reports in the following areas by qualified, licensed inspectors. In the event any such inspection reveals the necessity for repairs, satisfactory repairs shall be made at seller's expense. If seller fails to make the repairs, buyer has the option to make the repairs at buyer's expense or to rescind the contract.

(J) Insurance; damage or destruction of property.

Until the deed is delivered, seller shall maintain fire and extended coverage insurance on the property in the same amount as maintained by seller at the time of executing this contract. If the improvements on the property are damaged or destroyed prior to delivery of the deed, seller shall promptly notify buyer, and buyer may elect to complete the closing and receive the proceeds of the insurance, to extend the time for closing to permit seller to repair the damage, or to rescind this contract and receive a refund of all money deposited. Buyer's election shall be exercised by written notice to seller given within ten days after receiving notice from seller of the damage or destruction. Buyer's failure to give timely notice constitutes an election to proceed with the closing and receive the proceeds of the insurance.

(K) Seller's warranties.

Seller agrees that the premises be inspected by USDA Rural Development. Seller may at its sole expense agree to meet any modifications required to comply with USDA guidelines. In the event Seller elects not to meet USDA requirements, Seller may rescind the agreement. Seller warrants there is no structural damage.

(L) Buyer's examination of property.

Buyer has examined the property subject to this contract and in making the offer is relying solely on the examination with respect to the condition, character, and size of the land, improvements, and fixtures.

(M) Duration of offer.

This offer shall be open for acceptance until midnight, on the 29th day of June, 2012.

(N) Closing.

The transaction shall be closed within 60 days after acceptance of the offer, unless the parties agree in writing to an extension. The closing shall be at a time and place mutually agreeable to the parties.

(O) Miscellaneous.

This contract constitutes the entire agreement between the parties, and there are no oral or written representations which have not been incorporated in the contract. Time is of the essence for all provisions of this contract. All certifications and warranties of seller shall survive the closing.

Buyer acknowledges receipt of a copy of this offer.

WARNING TO BUYER: This is a legally binding contract. If you have any questions about the contract, or about the manner in which you should hold title to the real estate, consult an attorney.

s/ Steven B. Chapman

**Olive Street Group, LLC, Seller
by Steven B. Chapman, Member**

ACCEPTANCE BY BUYER

The undersigned buyer accepts the foregoing offer according to its terms. The undersigned warrant(s) that the persons signing this acceptance have the authority to bind any such entity.

Buyer hereby acknowledges receipt of a copy of the offer and acceptance.

June 21, 2012

Date

Gallia County Commissioners

s/ Harold G. Montgomery, President

s/ Howard Joe Foster, Vice-President

s/ Lois M. Snyder, Commissioner

Joe Foster made and Lois Snyder seconded the motion to enter into the above agreement; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

JOB OFFER

The President entertained a motion to make the job offer of Dog Warden to Paul Simmers to begin work on June 25, 2012 at the rate of \$9.25, unclassified position, 40 hours per week. Upon obtaining the euthanasia certification, hourly rate of pay will increase \$1.00 per hour. Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

HANGAR RENTAL POLICY

Airport Authority Vice President Randy Sheidler confirmed to the County Administrator that the Airport Authority Board updated the 2007 policy on 11/15/10 but failed to provide it to the Commissioners to be recorded in their journal. Therefore, the President entertained a motion to accept the following policy, retroactive to 11/15/2010; Joe Foster made and Lois Snyder seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

Gallia-Meigs Regional Airport Hangar Rental Policy
Revised 11/15/2010

The hangars at Gallia-Meigs Regional Airport are intended to be rented in a fair and equitable manner for the purpose of hanging aircraft.

1. Hangars will routinely be rented on a first come first serve basis.
 2. In the event that all hangars are rented, a hangar waiting list will be instituted. This list will again be based on a first come first serve basis, and will be maintained by the airport authority. It is the responsibility of parties on the waiting list to provide a ready means of contact should a hangar become available.
 3. The Airport Authority does not recognize subleasing of hangars. The renter of name with the courthouse records is fully responsible for the hangar and rental payment.
 4. If a renter has no personal aircraft to place in a hangar the renter shall be given a three month grace period to fill the hangar with an aircraft of the renter's ownership. After this time the renter shall relinquish the hangar to the next party listed on the hangar waiting list.
 5. When a hangar becomes available, current renters will have the option of switching to the available hangar if desired. In the event that more than one current renter desires to switch, priority will be given to the tenant with the most seniority as a hangar renter. **** The resultant empty hangar will then be issued to the top name on the hangar waiting list.**
- It is the current renter's responsibility to keep the airport authority informed of a desire to switch hangars if one becomes available!**
6. Priority will be given to legitimate revenue producing viable aviation oriented businesses.
 7. The airport authority reserves the right to have final say on hangar rentals.

**** Exception:** The large hangars are intended for the use of large aircraft.

Notes:

As described above, "large aircraft" refers to an aircraft that is too large to be accommodated by one of the small T-hangars. This will generally be defined as an aircraft that does not have more than 9 inches of clearance on both wingtips from the T-hangar opening.

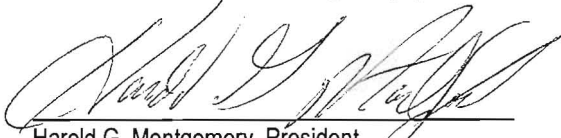
The "hangar rental seniority list" will be determined by county courthouse records showing hangar rental payments, and will be updated periodically as needed.

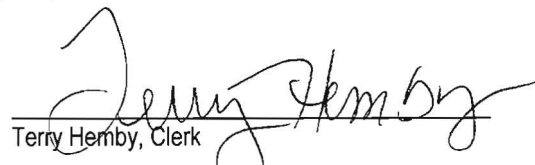
All hangar rental inquiries and waiting list maintenance will be managed by the airport authority. It is the renter's responsibility to keep the airport authority informed of any changes in circumstances, contact numbers, etc.

This policy will be posted in a prominent location in the GAS terminal building.

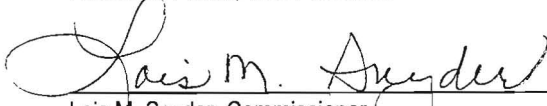
ADJOURN

At 3:12 p.m. President Montgomery entertained a motion for adjournment. Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.


 Harold G. Montgomery, President


 Terry Hemby, Clerk


 Howard J. Foster, Vice President


 Lois M. Snyder, Commissioner