

SEPTEMBER 15, 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 September 8, 2011 minutes. Harold Montgomery made and Joe Foster seconded the motion; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
JFS	Dana Glassburn	9/28	Circleville	District Meeting
Commissioners	Joe Foster Lois Snyder	9/20	Madison County	Farm Science Review

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
9/12	15	0	1	1	3	29	0	34	4	87

CITY PLANNING COMMISSION APPLICATION

Economic Development Assistant Director Jacob Bodimer presented an application for construction or zoning permit for the City Planning Commission to obtain approval for the development of the Davis Hall Lot. Joe Foster made and Harold Montgomery seconded the motion to sign the application for submittal to the Planning Commission. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

LEAVE DONATION APPLICATION

Commissioners received the following leave donation application:

Department	Donating Employee	Receiving Employee	Hours Donated	Pay Period
Sheriff	Misty Clay	Kimberly Blackburn	40	9/23/11
	Catherine Hardyman	Shelia Northup	40	9/23/11
	Joseph Stapleton		28	9/23/11

The President 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.

MUTUAL AID AGREEMENT

EMS Director Larry Boyer submitted the following Mutual Aid Agreement with Lawrence County EMS:

Mutual Aid Agreement

The parties have entered this agreement for emergency and non-emergency mutual aid ambulance services to provide, through their mutual cooperation, a pre-determined plan by which each might render aid to the other in case of an emergency or disaster (MCI) situation which demands ambulance services to a degree beyond the existing capability of the requesting party. It is agreed, by and between Lawrence County Ohio Emergency Medical Service of Ironton, Ohio, (hereinafter "Lawrence County EMS") and Gallia County Emergency Medical Service of Gallipolis, Ohio, (hereinafter "Gallia County EMS") that:

1. Upon request, each party shall provide the other with back-up ambulance service in accordance with all Federal, State, and local regulations whenever they have an ambulance or ambulances available to respond. If the party who receives a request for back-up ambulance service pursuant to this agreement does not have an ambulance available to respond, they shall so advise the party requesting back-up immediately and deny the request.
2. Requests from Gallia County EMS to Lawrence County EMS for back-up ambulance service shall be made by calling 614-338-6215, 24 hours a day, 365 days a year. Requests from Lawrence County EMS to Gallia County EMS for such service shall be made by calling 740-446-3422, 24 hours a day, 365 days a year.
3. The personnel of the party responding to a request for back-up ambulance service pursuant to this agreement shall not be considered agents or employees of the party requesting back-up service.
4. The party responding to a request for back-up ambulance service pursuant to this agreement shall ensure that its personnel drive their vehicles in compliance with all laws regarding speed and with due regard for the safety of all persons using the roadway.
5. The party responding to a request for back-up ambulance service pursuant to this agreement shall be exclusively liable for any and all injury or damage caused by the acts and omissions of its personnel and shall hold the party that requested back-up and its employees harmless from all suits and claims against them arising from such acts and omissions.
6. The party requesting back-up ambulance service shall not be liable to the party responding to a request pursuant to this agreement or that party's agents or employees for property that is lost, stolen, or damaged in the course of responding to the request.
7. Billing: Each party shall be solely responsible for billing the private payer or appropriate third party for services it renders pursuant to this agreement. The parties shall not be liable to each other for services under any circumstances.

The parties agree to utilize the Incident Command System to provide structure for incident management so as to assure efficient use of resources and the safety of emergency responders and patients. The EMS Incident Commander in whose jurisdiction the emergency exists shall in all instances be in command of the emergency as to strategy, tactics, and overall directions of the EMS operations.

8. The party responding to a request for back-up ambulance service pursuant to this agreement shall notify the party that requested back-up service of all times relative to the call (on scene, transport, transport complete), the call's disposition (transport, patient refusal, no visible incident, etc.), and any noteworthy information.
9. This written agreement constitutes the entire agreement between the parties, and its terms shall not be altered, amended, or waived without the express written agreement of both parties.
10. This agreement shall be effective from the date of execution, and shall remain in effect unless either party terminates the agreement in accordance with this paragraph. Either party may terminate the agreement for convenience or any other reason by giving the other party thirty (30) days advance written notice.
11. HIPAA Obligations. The parties acknowledge and agree that Lawrence County EMS and Gallia County EMS are each a "Covered Entity" as that term is defined under the regulations implementing the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the regulations and statutes are hereinafter referred to as "HIPAA") as codified 42 U.S.C. 1230d through d8, and the requirement of any regulations promulgated there under including without limitation the federal privacy regulations as contained in CFR Part 164 (the "Federal Security Regulations") and the federal security standards as contained in 45 CFR 142 (the "Federal Security Regulations") and are therefore subject to applicable requirements set forth therein, including, but not limited to: certain limits uses and disclosures of protected health information ("PHI"); providing access, amendment, accounting, mitigation, and Secretary access; and the requirements to enter into certain contracts with their "business associates", as that term is defined in HIPAA. Entering into this "business associate agreement", each Provider shall comply with confidentiality, medical records, and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by either Provider as well their personnel throughout the "business associate" interactions, including without limitation HIPAA.

FOR LAWRENCE COUNTY:

s/ Buddy Freye

Director, Lawrence County EMS

s/ Les Boggs

President, Lawrence County Commission

Date: September 15, 2011

FOR GALLIA COUNTY:

s/ Larry Boyer

Director, Gallia County EMS

s/ Lois M. Snyder

President, Gallia County Commission

Date: September 15, 2011

APPROVED AS TO FORM:

s/ Jeff Adkins, GALLIA COUNTY PROSECUTOR

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

PROFESSIONAL LIABILITY INSURANCE – JAIL PHYSICIAN

Commissioners were in receipt of the following correspondence to the Sheriff:

Dear Sheriff Browning:

This is to inform you that I am no longer employed by Pleasant Valley Hospital by the end of October 2011 and therefore my Professional Liability Insurance will automatically terminate. Therefore, if your Department and the County Commissioners will not provide me the coverage for working as a Physician for the Gallia County Jail, I will be unable to continue such services to your Department.

Please let me know what your decision will be. Thanks for your attention to this matter.

Sincerely,

s/ Mel P. Simer, M.D.

Joe Foster made and Harold Montgomery seconded the motion to cover the physician through CORSA for liability purposes from November 1, 2011 through December 31, 2011. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

EXECUTIVE SESSION

At 9:35 a.m. the President entertained a motion to enter into executive session to discuss a contract issue with County Administrator Karen Sprague. 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 9:45 a.m.; no action taken.

**FAA 2011 GRANT AGREEMENT APPROVAL
GALLIA-MEIGS REGIONAL AIRPORT PROJECT**

County Administrator Karen Sprague presented the Commission with a grant agreement from the FAA for FY 2011. This grant agreement is for the Fuel Farm construction project. Lois Snyder entertained a motion to approve and sign the grant agreement as presented and appropriate the funds into the grant fund titled "2011 FAA Airport Grant", grant fund number 199, request the County Budget Commission to increase the amended certificate and to appropriate the \$364,853.00 grant and \$19,203 local match, which totals \$384,056 into the following grant line items:

Appropriate	\$342,300.00	into	199.0199.531100	title	Fuel System construction
	\$37,756.00	into	199.0199.531101	title	Engineering
	\$4,000.00	into	199.0199.531102	title	Administration

Create Revenue Line Items as follows:

- Create 199.3000.400100 Pay in for FAA 2011 Grant (\$364,853)
- 199.3000.400101 Pay in for FAA 2011 local match (\$19,203)

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.

AUGUST 2011 FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- The August 2011 Financial Reports for comparison with the August 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
 - 8/31/2010 ending cash balance was \$1,257,845.72
 - 8/31/2011 ending cash balance was \$1,001,333.54
 - Difference of \$256,512.18
 - General Fund change in cash balance in comparison with the 1/1/2011 review is \$252,328.59
 - Reviewed a 14th Amended Certificate of Estimated Resources noting increase in taxes from estimated
 - Reviewed September Sales Tax report from Auditor's office

MERCERVILLE SEWER – CONCRETE QUOTE AWARD

County Administrator Karen Sprague presented the Commission with an email from Project Engineer Gary Silcott advising there were 4 concrete driveways disturbed during the construction of the sewer project. There was no bid item for concrete drives in the contract for the project and Trimat was requested to perform the work for the same price as the KA project of \$60/SY. Trimat requested more at \$5,200 to do the repairs. Mr. Silcott suggested obtaining quotes from other area contractors as he left it could be completed at a lesser amount. The quotes obtained were as follows:

- Cummons Concrete - \$3,700.00
- LJ Excavating - \$5,450.00
- Hash Construction - \$13,800.00

Mr. Silcott recommended awarding the quote to Cummons Concrete for \$3,700 as the lowest and best. Harold Montgomery made and Joe Foster seconded the motion. Roll call votes: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

CHILDREN SERVICES AGENCY UPDATE

Executive Director Russ Moore met with the Commission for an update of the agency's fiscal condition from July 1st to current date. Cash, expenditures, intake and screening reports were distributed and reviewed by everyone. No action taken.

EXECUTIVE SESSION - CONTRACTS

Justin Fallon with JMC Lawn care requested executive session with the Commissioners regarding the Airport Mowing Contract. At 10:02 a.m. the President entertained a motion to enter into executive session to discuss contracts. Harold Montgomery made and Joe Foster seconded the motion; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea. Returned to regular session at 10:08 a.m.; no action taken.

EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 10:16 a.m. the President entertained a motion to enter into executive session with DJFS Director Dana Glassburn to discuss contract negotiations. Harold Montgomery made and Joe Foster seconded the motion; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea. Returned to regular session at 10:49 a.m.; no action taken.

INFORMATION TECHNOLOGY

Information Technology Director John Grubb met with the Commissioners regarding recent security concerns expressed by department heads last week.

Grubb explained the I.T. Departments role in setting up the network in a secure manner while allowing users to access the network shares provided for them. He also explained the I.T. staff's responsibilities end once the user can log into their departments application software. It then becomes the department's responsibility to control what users do once they login to their application software. If there is an issue not related to the hardware, the software vendor should be contacted. The I.T. staff has passwords to maintain the servers and networking equipment, but they do not and should not have passwords to individual applications for security purposes.

The I.T. Department maintains both printed and electronic copies of all equipment programming, Vendor Account numbers, Vendor's Emergency Phone numbers, and any passwords they need to maintain the network, email, and web hosting services. The Commissioners have had this information in electronic form for many years.

The I.T. Department setup an "I.T. Service Priorities Policy" on 1/3/2003 which can be viewed on the internal website. The Priorities are as follows:

Priority	Issue
1	Issue of the highest importance--mission-critical systems with a direct impact on the organization (Examples: widespread network outage, payroll system, email system, telecom system, etc.)
2	Single user or group outage that is preventing the affected user(s) from working (Examples: failed hard drive, broken monitor, continuous OS lockups, etc.)
3	Single user or group outage that can be permanently or temporarily solved with a workaround (Examples: malfunctioning

	printer, PDA synchronization problem, PC sound problem, etc.)
4	Scheduled work (Examples: new workstation installation, new equipment/software order, new hardware/software installation)
5	Nonessential scheduled work (Examples: office moves, telephone moves, equipment loaners, scheduled events)

This Policy also states support will be given on a first-come, first-serve based on the I.T. Work request date/number and the priority level. Higher Priorities will be addressed first.

The I.T. Director mentioned he would like to meet with the Commissioners next week to go over a "Scope of Work" for the I.T. department staff so it is clearly defined the type of equipment they are responsible to service which will improve response time for legitimate I.T. Issues.

TOWER SPACE LEASE AGREEMENTS

911 Director Sherry Daines with Steve and Jacob Kline (JB Nets) presented the following contracts for approval:

TOWER SPACE LEASE AGREEMENT

This Tower Space Lease Agreement, entered into this 15th day of September 2011, by and between Gallia County Commissioners, hereinafter referred to as **LESSOR**, and JB-Nets, LLC, hereinafter referred to as **LESSEE, WITNESSETH:**

BOGGS ROAD TOWER:

WHEREAS, Lessor is the owner of that certain tower located in the Township of Harrison, County of Gallia, State of Ohio, at Latitude 38-42-55.59 N; Longitude 82--20-24.40 W, being 120 Feet in height, aka Boggs Road Tower, hereinafter referred to as the **Tower**; with all the associated structures and supporting facilities, hereinafter referred to as the **Premises**, located on the property of Gallia County Commissioners in Range 15, Twp 04, Section 033, Parcel # 01300147803 as recorded in Vol. 311, P159, Gallia County records hereafter referred to as the **Property** and;

HAMILTON ROAD TOWER:

WHEREAS, Lessor is the owner of that certain tower located in the Township of Ohio, County of Gallia, State of Ohio, at Latitude 38-39-79.79 N; 82-14-42.44 W, being Approx 100 Feet in height, aka Hamilton Road Tower, hereinafter referred to as the **Tower**; with all the associated structures and supporting facilities, hereinafter referred to as the **Premises**, located on the property owned by The United States of America in Range 15, Twp 01, Section 005, Parcel # 02055506601 as recorded in Vol. 161, P271, Gallia County records hereafter referred to as the **Property** and;

MOUND HILL TOWER:

WHEREAS, Lessor is the owner of that certain tower located in the Township of Gallipolis, County of Gallia, State of Ohio, at Latitude 38-48-15.12 N; Longitude 82-13-10.77 W, being 120 Feet in height, aka Mound Hill Tower, hereinafter referred to as the **Tower**; with all the associated structures and supporting facilities, hereinafter referred to as the **Premises**, located on the property of City of Gallipolis in Range 14, Twp 03, Section 034, Parcel # 00755500701, hereinafter referred to as the **Property** and:

WHEREAS, Lessee desires to lease space on said tower, with a right-of-way for access thereto, for the purpose of installing, maintaining, and ongoing operation of communication equipment consisting of necessary access point(s) for Lessee to provide high-speed internet access, e-mail and related services to nearby communities, as well as backhaul equipment to transport bandwidth through the tower to and from other areas of the county, all hereafter referred to as **Communication Equipment**; now;

THEREFORE, it is hereby agreed to as follows:

- LEASE SPACE:** Lessor hereby leases to Lessee space(s) on the Tower described above and further identified on Exhibit "A", attached hereto.

Together with non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, for the installation and maintenance of the equipment and everything associated therewith, including, but not limited to, utility wires, cables, conduits, poles, pipes, and equipment, which easement shall be over, under or along an approximately twenty (20) foot wide right-of-way extending from the nearest public right-of-way,

- being Boggs Road, to the (Boggs Rd) Tower,
- being Victory Road, to the (Hamilton Rd) tower,
- being State Route 141, to the (Mound Hill) tower,

as defined on Exhibit "A" attached hereto.(on file in the Commissioners Office)

- TERM:** This agreement shall be for an initial term of two (2) years, beginning on the 15th day of September, 2011. , This agreement shall continue in force upon the same covenants, terms and conditions for an additional twenty-four (24), two (2) year terms thereafter, unless Lessee gives to the Lessor written notice of its intent to so terminate this agreement at least six (6) months prior to the end of a term in effect.
- CONSIDERATION:** As and for consideration for leasing the above tower space, it is agreed that Lessee will pay to Lessor
 - One hundred (100.00) dollars – Boggs Rd Tower
 - Sixty (\$60.00) dollars – Hamilton Rd Tower
 - One hundred (\$100.00) – Mound Hill Tower

for each month the Agreement is in effect. In return for such payment, Lessor will provide to Lessee, auto start generator protected electrical service at the Tower. Lessor will also provide electricity used by the Lessee at the Tower, free of charge to the Lessee. Lessee will continue to make monthly payments for as long as the Agreement is in effect.

- USE:** Lessee shall use the tower space for the purpose of installing, maintaining, and ongoing operation of Communication Equipment., including any and all uses incidental or necessary to said purpose. Lessor shall provide Lessee space in the existing equipment shelter at the base of the tower to house the additional ground equipment required to support the communication equipment mounted on the tower. An existing security fence around the perimeter of the tower is to be maintained by the Lessor. Lessee is to be provided keys to the fence gate and tower

shelter. Lessee shall have the right to replace, repair,, add or otherwise modify its communication equipment, other personal property or any portion thereof during the term of this Agreement.

5. **APPROVALS:** Lessee's ability to use the tower space may be contingent upon its obtaining after the execution date of this Agreement, necessary certificates, permits, and/or other approvals that may be required by any Federal, State, or Local authorities. In the event that any application for such certificates, permits, and/or approval should be finally rejected or any such certificate, permit, and/or approval be cancelled or otherwise withdrawn or terminated by governmental authority so that Lessee will be unable to use the tower space for its intended purposes or Lessee determines that the tower is no longer technically compatible for its intended use, then Lessee shall have the right to terminate this Agreement. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Lessee. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations to each other.
6. **INDEMNIFICATION:** Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other party, or its servants or agents. Lessee shall not be responsible to Lessor or any other individual or entity for any damages caused by Act of God or any other cause beyond the control of Lessee.
7. **LIABILITY INSURANCE:** Lessee shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the Property, or cover such liability and property damage by means of membership in a join self-insurance pool, or by some combination thereof. Lessee shall carry liability limits not less than \$1,000,000 per occurrence.
8. **REMOVAL UPON TERMINATION:** Lessee, upon termination of this Agreement, shall, within ninety (90) days, remove its equipment, and all other personal property, from the Premises and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty excepted. Lessor agrees and acknowledges that the Communication Equipment, and all other personal property shall remain the personal property of Lessee and Lessee shall have the right to remove same, whether or not said items are considered fixtures and attachments to real property under applicable law.
9. **INTERFERENCE:** Lessor agrees that Lessor and/or other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio or other communication equipment or facilities of the type and frequency which will not cause measurable interference to the existing equipment of Lessee. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, Lessee shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction. Likewise, Lessee will not knowingly install any Communication Equipment that will interfere with equipment of other entities transmitting on the tower at the time Lessee installs its Communication Equipment. If such interference does occur, Lessee will first attempt to make adjustments to its Communication Equipment to resolve the conflict. If this is unsuccessful and no other remedy is possible, the Communication Equipment will be removed from the tower and the agreement will be terminated as defined above.
10. **QUIET ENJOYMENT:** Lessor covenants that Lessee shall peaceably and quietly have, hold and enjoy the Premises.
11. **TITLE:** Lessor covenants that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no liens, judgments, or impediments of title on the Property or affecting Lessor's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the Lessee as set forth above.
12. **INTERGRATION:** It is agreed and understood that this Agreement contains all agreements, promises and understanding between the Lessor and Lessee and that no verbal or oral agreements, promises and understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by both parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.
13. **GOVERNING LAW:** This Agreement and performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Ohio.
14. **NOTICES:** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or at any other address that the party to be notified may have designated to the sender by like notice):

Lessor:	<u>18 Locust Street</u> <u>Gallipolis, Ohio 45631</u>
Lessee:	<u>1158 Green Valley Drive</u> <u>Bidwell, Ohio 45614</u>
15. **SUCCESSORS:** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
16. **RECORDING:** Lessor agrees that this Agreement may be recorded by Lessee with the appropriate Recording Officer.
17. **DEFAULT:** In the event there is a default by Lessee with respect to any of the provisions of this Agreement or its obligations there under, Lessor shall give Lessee written notice of such default. After receipt of such written notice, Lessee shall have thirty (30) days in which to cure any default, provided Lessee shall have an extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The Lessor may not maintain any action or effect any remedies for default against the Lessee unless and until the Lessee has failed to cure the same within the time period provided in this paragraph.
18. **CASUALTY:** In the event of damage by fire or other casualty to the Premises that can not reasonably be expected to be repaired within forty-five (45) days following the same or, if the Property is damaged by fire or other casualty so that the damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then the Lessee may at anytime following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to Lessor.

- 19. **CONDEMNATION:** In the event of any condemnation of the Property, Lessee may terminate this Agreement upon fifteen (15) days written notice to Lessor if such condemnation may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the tower, equipment and other personal property, its relocation costs and its damages and losses.
- 20. **SURVIVAL:** The provisions of the Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

IN WITNESS WEREOF the parties hereto have signed this Agreement the date first written above.

LESSOR

LESSEE

s/ Lois M. Snyder
 s/ Howard J. Foster
 s/ Harold G. Montgomery

JB-Nets, LLC
 s/ Jacob F. Kline
 Owner & Sole Member

State of Ohio,
County of Gallia, ss:

Before me, a notary republic in and for said county and state, personally appeared the above named Jacob F. Kline, for JB-Nets, LLC, Lessee, who acknowledged that he did sign the foregoing instrument for and on behalf of said JB-Nets, LLC, being duly authorized to do same, and that the same is his free act and deed individually and the free act and deed of JB-Nets, LLC.

In testimony whereof, I have hereunto set my hand and official seal, this 15th day of September, 2011.

s/ Cornie Johnson
 Notary Public
 My commission expires 2/10/13

State of Ohio
County of Gallia, ss:

Before me, a notary republic in and for said county and state, personally appeared the above named Gallia County Commissioners, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I have hereunto set my hand and official seal, this 15th day of September, 2011.

s/ Cornie Johnson
 Notary Public
 My commission expires 2/10/13

This instrument prepared by:
 Stephen F. Kline
 General Manager
 JB-Nets, LLC
 1158 Green Valley Drive
 Bidwell, Ohio 45614

This instrument's template prepared by:
 Jennifer L. Sheets
 Little, Sheets and Warner
 211-213 E. Second St.
 Pomeroy, OH 45769

Approved as to Form:
 s/ Jeff Adkins, Prosecutor

Harold Montgomery moved to enter into agreements with JB Nets to allow them to install their equipment on county towers to provide wireless broadband for Gallia County residents, contingent upon them providing proof of insurance. Joe Foster second; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

OPWC FUNDS FINAL DISBURSEMENT

Assistant Engineer Jennifer Brown submitted an OPWC final disbursement form for signature. Joe Foster made and Harold Montgomery seconded the motion to approve signature. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

11:06 a.m. Commissioners Snyder and Foster left the office to travel to Pike County to OSU South Center Office for their 20-Year Commemoration.

2010 POST AUDIT CONFERENCE

11:07 a.m. Commissioner Harold Montgomery attended the confidential 2010 Post Audit Conference.

ADJOURN

At 4:15 p.m. President Snyder entertained a motion for adjournment. Joe Foster made and Lois Snyder seconded the motion; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

Lois M. Snyder
 Lois M. Snyder, President

Terry Hemby
 Terry Hemby, Clerk

Howard J. Foster
 Howard J. Foster, Vice President

absent for signature
 Harold G. Montgomery, Member