

OCTOBER 6, 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 29, 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:
Commissioners	Lois Snyder Joe Foster Harold Montgomery	10/13	Wellston	GJM-Solid Waste Mtg

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
10/6	25	2	1	0	0	18/	0	21	31	94

OPWC FINAL DISBURSEMENT

County Engineer Brett Booths submitted the OPWC Funds Disbursement request # 3 form and certification for signature. This is a final being the third request which includes the disbursement request and the project completion report. Joe Foster made and Harold Montgomery seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

NO ENGINE BRAKE RESOLUTION

Commissioners adopted the following resolution:

**RESOLUTION
NO ENGINE BRAKE SIGN**

WHEREAS; the citizens in the area of the State Rte 35 roadside rest have approached the Commissioners requesting relief from the use of engine braking instead of or in addition to the friction brakes which, produces an audible "popping" noise that is sometimes perceived as objectionable.

WHEREAS; pursuant to ORC Sections 505.17 (A) and 4513.221 (E)(4), a Board of County Commissioners or Township Trustees may enact a regulation prohibiting the use of engine brakes on vehicles within the unincorporated area of the County or Township. This includes ODOT-maintained highways within the boundary of the County or Township, as well as County and Township Roads.

WHEREAS; Pursuant to ORC Sections 505.17 (A) and 4513.221 (E)(4), the Gallia County Commissioners adopt a resolution restricting the use of engine brakes within one mile of rest area approaches on State Rte 35, Springfield Township, Gallia County.

WHEREAS; The NO ENGINE BRAKE sign shall be utilized where the use of engine brakes has been restricted by this resolution. Signs shall be properly placed 750 FT in advance of each rest area deceleration lane – R16-H4 "No Engine Brake" sign with an auxiliary R16-H14 "Next 1 Mile" under it. Also install R16-H6 "End Engine Brake Restriction" signs at the end of the zone (1 mile from the "No Engine Brake" signs).

WHEREAS; ODOT will install signs on the rural state highway system indicating such a restriction. The County or Township is responsible for furnishing all signs to ODOT. The signs shall be fabricated in accordance with ODOT design standards and material specifications. ODOT will supply the sign supports and necessary hardware.

NOW THEREFORE BE IT RESOLVED; the above described No Engine Braking resolution will be enforce effective this date of adoption.

Harold Montgomery made and Joe Foster seconded the motion to approve the No Engine Brake sign resolution. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

EMA BUDGET DISCUSSION

EMA Director Mike Null and Grants Manager Jill Austin met with the Commission to discuss their EMPG 2011/2012 budgets. Null stated last year they received \$37,000 from county general. With the State matching 50/50 made them eligible for a little over \$18,000; however the State will match up to 50% of \$74,000 so they had to de-obligate the other \$18,000 in the 2011 year. Null advised we are just getting the grant monies to us for 2011 although we are already in the fourth quarter. To make 100% use of available grant monies would require \$75,654 from County General in order to utilize the full \$37,000 match. We are only eligible for 50% of what the Commissioners give us and the State needs to know what the County will obligate for 11/12 budget by the Grant deadline of October 14th.

Commissioners advised that the 2011 year had already been budgeted and to assume it would be the same for 2012; it will be taken under advisement.

EXECUTIVE SESSION - EMA DIRECTOR

At 9:47 a.m. the President entertained a motion to enter into executive session with EMA Director Mike Null to discuss personnel regarding his resignation. 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 10:04 a.m.; no action taken.

LETTER OF RESIGNATION

President Snyder read the following statement from EMA Director Mike Null:

Effective October 7th, 2011 I hereby tender my resignation as the Director of the Gallia County Emergency Management Agency. My last day will be October 21st, 2011.

Sincerely,

sl C. Michael Null

Harold Montgomery moved with deep regrets to accept his resignation and Joe Foster seconded the motion stating Mike's service to the county has been greatly appreciated and he has been very helpful with the townships and villages working through several disasters. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

PUBLIC HEARING - 2012 TAX BUDGET

The time being 10:30 AM as advertised, the Commission held the public hearing for the 2012 Alternative Tax Budget. Karen Sprague, Co. Administrator, presented information on the 2012 Alternative Tax Budget as follows:

- 2012 Alternative Tax Budget was submitted to County Auditor's Office on 9/30/2011
 - Published advertisement on 9/9/2011 that 2012 Alternative Tax Budget open for inspection in the Auditor's Office on 9/9/2011
 - Published advertisement on 9/9/2011 regarding 2012 Alternative Tax Budget Public Hearing on 10/6/2011
 - Reviewed the County General Fund Actual and Estimated receipts and expenditures for years 2010, 2011 and 2012
 - Commission must review entire alternative tax budget and make any changes they feel are necessary
 - Commission must adopt alternative tax budget on or before 10/13/2011
 - Commission must submit the adopted 2012 Alternative Tax Budget to the Auditor's Office on or before 10/15/2011
- Commission noted they would review the FY 2012 Alternative Tax Budget and then make cuts to the County General Fund departmental requests so that the FY 2012 appropriations were based on estimated receipts, not including the carryover. Ms. Sprague stated that it has been the policy of the Commission to not use carryover dollars for fixed costs. Carryover dollars are only to be used for one-time costs such as emergencies, one-time purchases or infrastructure upgrades. Commission stated they would be adjusting the budget requests so that FY 2012 appropriations will be based on FY 2012 anticipated revenue only, which means a reduction of the departmental requests by approximately \$1 million.

All other funds included in the FY 2012 Alternative Tax Budget were reviewed with the Commission and it was noted that a few of them will need to be reduced before FY 2012 appropriations are approved in order to remain within anticipated revenue and carryover. No action taken.

AGREEMENT PROFESSIONAL ENGINEERING SERVICES DELTA AIRPORT CONSULTANTS

The County Administrator presented the Commission with an agreement for Professional Engineering Services from Delta Airport Consultants for \$37,756 for all bidding and limited construction observation engineering services associated with the Fuel System Rehabilitation Project. This will be paid for with a 95/5 FAA grant, thus total cost to Gallia County will be \$1,888. Joe Foster made and Harold Montgomery seconded a motion to approve the agreement with Delta Airport Consultants, for the amount of \$37,756. Roll call votes: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea. Agreement is on file in the County's Airport files.

AIRPORT FUEL FARM CONTRACT APPROVAL

County Administrator Karen Sprague presented the Commission with the Airport Fuel Farm Project contract with Thompson Petroleum for approval and signing. The contract amount is \$342,300 and will be paid for by a 95% FAA grant and 5% local match from the Airport Fund # 036. Ms. Sprague noted the grant agreement is in place, project funds appropriated, purchase orders obtained and the pre-construction meeting with the county, contractor and engineer was held 10/4/11, so the project is ready to begin with the approval of the contract. Harold Montgomery entertained a motion to approve the contract as presented and Joe Foster seconded that motion. Roll call votes: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

EXTENSION REQUEST - B-R-09-1AY-1 GRANT

County Administrator Karen Sprague presented the Commission with an extension request letter for the CDBG Water & Sewer grant for the Mercerville Sewer Project, B-R-09-1AY-1. Harold Montgomery entertained a motion to approve the letter as presented and Joe Foster seconded that motion. Roll call votes: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

10/6/2011

Ohio Department of Development
Office of Community Development
ATTN: Michael Hiler, Deputy Chief
P. O. Box 1001
Columbus, Ohio 43216-1001

RE: Request for extension for B-R-09-1AY-1

Dear Mr. Hiler:

The Board of Gallia County Commissioners respectfully requests an extension be granted for B-R-09-1AY-1. The County is almost finished with this project (4 concrete driveway repairs and two asphalt road repairs are the outstanding items) and the contractor's estimated completion date is 10/15/2011, however this date is past the grant work completion deadline of 8/31/2011.

All CDBG grant dollars for the construction project (activity # 1) have been spent, but the tap-in grant dollars (activity # 2) are just now underway. We estimate 4 months for completion of those installs and expenditure of the grant funds.

Therefore, we respectfully request that Gallia County be granted an extension for the B-R-09-1AY-1 grant as follows:

Project Completion: February 28, 2012
 Payment Requests: March 31, 2012
 Final Performance Report: April 30, 2012

Thank you in advance for your approval of our request in this regard.

Respectfully submitted,
 Board of Gallia County Commissioners
s/ Lois M. Snyder, Pres.
s/ Howard Joe Foster, Vice-Pres.
s/ Harold G. Montgomery, Member

NEW COPIER LEASE

County Administrator Karen Sprague presented the Commission with a proposal from Aaron's Products for a new copier for the Commissioners Office. Ms. Sprague noted the commissioner's office current copier has 1 year left on the lease, but due to the use by several offices, it is beginning to have repetitive issues with several outages that cause problems for office staff to complete projects timely. The proposal is for a Toshiba e-Studio 4540c machine and includes a huge discount for municipal/gov't entities and these rates are only available through the end of October as follows:

- Total Retail - \$32,013, Less Discount – (\$21,414), Our Investment - \$10,609
- Current copier has 1 year left on lease and the monthly payment is \$286.63. The balance of the current lease will be rolled into the new lease option. The current copier will go to the ED/Planning Commission office so they will no longer need to utilize the Commissioners copier. ED/Planning Commission will need to budget for maintenance agreement for this copier, estimated at \$300 per quarter.
- Lease options for new copier are: 36 months @ \$527.75; 48 months @ \$395.85; 60 months @ \$299.85
- Full service maintenance agreement including all toner and supplies (except paper) and allows for 5,000 color copies per month and 15,000 black copies per month at a total of \$695 per quarter. This is a little more than the current copier maintenance fee of \$420 per quarter.

Ms. Sprague recommended the 60 month lease option at \$299.85 per month as this is a minimal increase from the current copier lease of \$286.63 per month. Joe Foster made and Harold Montgomery seconded a motion to approve the purchase by 60 month lease of the copier as presented and give Ms. Sprague permission to sign all paperwork involved for the purchase and lease. Roll call votes: Lois Snyder, yea; Joe Foster, yea; Harold Montgomery, yea.

REVIEW RECORD - B-F-11-1AY-1

CERTIFICATION OF DETERMINATION FOR A FINDING OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENT FOR AN ENVIRONMENTAL ASSESSMENT PROJECT

County Administrator Karen Sprague presented the Commission with the paperwork for approval of the Environmental Review Record for the following project for which a certification of determination for a finding of no significant impact on the environment for an Environmental Assessment project could be made:

- #4 - Green Township – Street Improvement Project (Colonial Drive Paving)
- #5 – Guyan Township – Street Improvement Project (Cox Rd, Elm & Station Streets Paving)

Lois Snyder entertained a motion to approve the forms 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.

All forms were signed by Lois Snyder, as President of the Commission, and they are on file in the County's CDBG files.

SEPTEMBER 2011 FINANCIAL REPORT REVIEW

County Administrator Karen Sprague presented the Commission with:

- The September 2011 Financial Reports for comparison with the September 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
 - 9/30/2010 ending cash balance was \$1,533,791.75
 - 9/30/2011 ending cash balance was \$1,156,813.88
 - Difference of \$376,977.87
 - General Fund change in cash balance in comparison with the 1/1/2011 review is \$131,862.90
 - Reviewed a 16th Amended Certificate of Estimated Resources noting increase in taxes from estimated

GAAP CONVERSION

At 10:45 a.m. the President entertained a motion to enter into executive session with County Auditor Larry Betz to discuss a contract. Joe Foster made and Lois Snyder seconded the motion. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea. Returned to regular session at 10:59 a.m.; no action taken.

CENTERPOINT RD DRAINAGE ISSUE

Resident David Hurd returned to follow up on the water drainage problem on Centerpoint Rd that affects his drive way. Commissioners advised that they had contacted the Assistant County Engineer and explained his issue and they would look into his problem.

EXECUTIVE SESSION - DJFS

At 11:00 a.m. the President entertained a motion to enter into executive session with DJFS Director Dana Glassburn to discuss personnel 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 11:22 a.m.; no action taken.

EXECUTIVE SESSION – LABOR CONSULTANT

At 11:31 a.m. the President entertained a motion to enter into executive session with Bricker & Eckler representatives Chris Slagle and Don Keller 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 12:07 p.m.; no action taken.

**REVIEW RECORD - B-F-11-1AY-1
CERTIFICATION OF EXEMPT PROJECT**

County Administrator Karen Sprague presented the Commission with the paperwork for approval of the Environmental Review Record for the following project for which a certification of exempt project could be made:

- #1 – Crown City Village – Fire Equipment Project

Lois Snyder entertained a motion to approve the forms 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.

All forms were signed by Lois Snyder, as President of the Commission, and they are on file in the County's CDBG files.

NETWORK - OOMPD

OOMPD Park District Director Paul Covey and Information Technology Director John Grubb met to discuss the purchase of new anti-virus software and network billing. Commissioner's office had been informed by OOMPD staff that they did not want the I.T. staff to install software on their computers. Commissioners explained that all computers on the network and/or utilizing the internet are required to have the new software installed on all computers and the installation must be done by I.T. Staff. It was also noted that the department had not yet paid the annual network invoice in the amount of \$1,094.73. Covey stated that he was unaware of an issue with the installation of the anti-virus software; he understood the concept of protecting the network and would follow up with his staff. He stated that he had not seen an invoice come across his desk for the network billing. Grubb will furnish him with another copy for payment.

EXECUTIVE SESSION – CONTRACTS

At 1:50 P.m. the President entertained a motion to enter into executive session on a conference call with Stantec Engineer Gary Silcott and the County Administrator 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 2:20 p.m.; no action taken.

*** 2:30 p.m. Commissioners recessed the meeting; until 6pm when they all traveled to Jackson OH to attend the Marcellus-Utica Shale Workshop.**

EQUIPMENT RENTAL AGREEMENT

Economic Development Director Melissa Clark submitted the following agreement for approval:

Equipment Rental Agreement

An agreement entered into this 6th day of October of 2011, by and between Mount's Tree Service ("Lessor") and the Gallia County Board of Commissioners on behalf of the Gallia County Department of Job and Family Services ("Lessee").

Recitals:

Lessee desires to lease from Lessor and Lessor desires to lease to Lessee all the items of equipment and personal property described in Exhibit A (the "Equipment") on the terms and conditions stated herein. This agreement shall stand as a separate lease for each item of equipment and personal property described in Exhibit A

Therefore, in consideration of the premises and mutual covenants and agreements set forth herein, the parties agree as follows:

1. Lease.

Lessor leases to Lessee and Lessee rents from Lessor the Equipment through the end of the National Emergency Grant (NEG Debris Removal Project) currently anticipated ending on or before August 31, 2012. The start date of each lease item shall commence upon the date of written notification by the NEG Debris Removal Project Manager, currently Gallia County Department of Economic Development Director, Melissa Clark. From the date of said notification of commencement to the end of the NEG Debris Removal Project shall be considered the lease period, (the "Term").

2. Rent.

The rent for the leasing of the Equipment ("Rental") shall be in the amount stated in Exhibit A per month, payable in advance on the first day of each month during the Term, except that the Rental for the first month and last month shall be an appropriate fraction of the monthly Rental and the first payment shall be payable on the date of execution of this Agreement. Rentals and any and all other payments due Lessor shall be paid to Lessor at Lessor's office at 12233-A State Route 554 Bidwell, Ohio 45614. The Rentals and such other sums shall be paid without notice, demand, counterclaim, setoff, deduction, recoupment or defense, and without abatement, suspension, deferment, diminution or proration by reason of any circumstance or occurrence by the tenth (10th) day of the rental month. Except as expressly provided below, Lessee waives all rights now or later conferred by statute or otherwise to terminate or surrender this Agreement or the Equipment or any part of it or to any abatement, suspension, deferment, diminution, reduction or proration of the Rentals and other sums payable on account of any occurrence described in this Agreement.

3. Title to and Location of the Equipment.

Title to the Equipment (to the extent held by Lessor) shall remain with Lessor at all times and the Lessee shall have no right, title or interest in them except as expressly set forth in this Agreement. Lessee will, at its expense, protect and defend Lessor's title to the Equipment and will keep the Equipment free and clear from any claims, liens, and encumbrances of Lessee's creditors and other persons.

The Equipment shall be located at the places of business as well as work sites affiliated with Lessee, and shall not be removed from those premises without the prior written consent of Lessor. The Equipment shall at all times be and remain personal property notwithstanding that any item of the Equipment may now or later be affixed to realty. Due to the Equipment being moved between various locations, Lessee shall disclose the location of the Equipment to the Lessor upon request of Lessor. Lessor shall be permitted to display notice of its ownership of the Equipment by affixing to each item of Equipment an identifying stencil or plate or any other indicia of ownership and Lessee shall not alter, deface, cover or remove such ownership identification unless explicitly agreed to by the Lessor.

4. Disclaimer of Warranties.

Lessor, not being the manufacturer of the Equipment, nor the manufacturer's agent, expressly disclaims and makes to Lessee no warranty or representation, express or implied, of merchantability or fitness for any particular purpose or otherwise, including, but not limited to: the fitness for use, design or condition of the Equipment; the quality or capacity of the Equipment; the workmanship in the Equipment; that the Equipment will satisfy the requirements of any law, rule, specification or contract pertaining thereto; and any guaranty or warranty against patent infringement or latent defects, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment. Lessor acknowledges that any manufacturer's and/or seller's warranties are for the benefit of both Lessor and Lessee.

5. Use and Operation of the Equipment.

Lessee agrees that it will use the Equipment in accordance with this Agreement, provided that any such use is in conformity with all applicable laws and Regulations, any insurance policies, and any warranties of the manufacturer and any maintenance agreements with respect to the Equipment. Lessee shall not permit anyone other than its authorized agents or employees to operate the Equipment.

Lessor agrees to train Lessee, as needed, on proper use of the Equipment. In addition, Lessor agrees to provide hands on training on other, none leased, equipment used by the Lessor in conjunction with the Equipment. Such additional training shall be at a rate of forty dollars (\$40) per trainee with no less than six (6) trainees at a time. Requests for such training shall be the responsibility of the Lessee and Lessor shall invoice Lessee for training outside of the Equipment training accordingly.

6. Insurance.

Lessee will, at its own expense, insure the Equipment at all times against all hazards including but not limited to, fire, theft and extended coverage insurance, and such policies shall be payable to Lessor as its interest may appear. Such policies of insurance shall be reasonably satisfactory to Lessor as to form, amount and insurer, and shall provide for at least 10 days written notice of cancellation to Lessor. Lessee shall furnish certificates, policies or endorsements to Lessor as proof of such insurance.

Lessee will, at its expense, carry public liability insurance with respect to the Equipment and the use of it, in such amounts and with such insurers as are reasonably satisfactory to Lessor, and such insurance policies shall also name Lessor as an insured.

7. Risk of Loss.

Lessee assumes all risk of loss, damage, theft or destruction of the Equipment. Except as provided in this Section 7, no such loss, damage, theft or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Agreement, all of which shall continue in full force and effect. Lessee, at Lessor's option, shall either:

- (a) Place the Equipment in good repair, condition and working order;
- (b) Replace the Equipment with like Equipment in good repair, condition and working order; or
- (c) Pay Lessor an amount equal to all unpaid Rentals due and to become due under this Agreement with respect to the affected Equipment, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss, damage, theft or destruction.

8. Maintenance, Repairs, and Operation.

Lessor shall, at its expense, maintain each item of Equipment in good mechanical condition and running order. To accomplish this, Lessor shall perform regular inspections of the Equipment and may take the Equipment to Lessor's place of business for maintenance if deemed necessary. All maintenance will be scheduled at times when the Equipment is not in use by Lessee and all repairs will be completed as quickly as possible to reduce down time to Lessee. Without the prior written consent of Lessor, Lessee shall make no repair, alteration or attachment with respect to the Equipment which interferes with the normal and satisfactory operation or maintenance of it, or creates a safety hazard, or which might result in the creation of a mechanic's or materialman's lien with respect to it. Lessee shall not undertake or fail to undertake any action which would adversely affect Lessor's rights under the maintenance agreements entered into between Lessor and other maintenance/repair agencies, etc. Lessor shall not be responsible for loss to Lessee resulting from the Equipment being inoperative due to necessary repairs. If

equipment repairs take the Equipment out of operation for more than five (5) business days, and repairs are not a result of damage, etc., resulting from Lessee's misuse, such days the Equipment is out of operation may be deducted from the monthly rent amount by an appropriate fraction. Notwithstanding the foregoing, Lessee shall, at its expense, provide:

- (a) Any modifications or alterations needed by Lessee for the operation of the Equipment;
- (b) Any repairs, resulting from misuse of the Equipment by Lessee; and
- (c) Any operating or other expenses not covered by the maintenance agreements referred to above.

9. Taxes and Other Assessments.

Lessee shall be responsible for, and shall hold Lessor harmless from, all taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes, but excluding any Federal income taxes of Lessor or any state or local taxes imposed upon or measured by net income of Lessor, in consequence of the receipt of payments provided for in this Agreement), license fees, assessments, charges, fines, penalties, currently or later levied or imposed by any state, local, Federal or foreign authority (all such expenses, taxes, license fees, assessments, charges, fines, penalties, being called "Assessments") upon or in connection with or measured by this Agreement or any sale, rental, use, payment, shipment, delivery or transfer of title, all of which Assessments Lessee assumes and agrees to pay on demand in addition to the other payments to be made by it provided for in this Agreement. Lessee will also pay promptly all Assessments which may be imposed upon the Equipment or for the use or operation of it or on the earnings arising from it (except as provided above) or on Lessor solely by reason of the ownership of it and will keep at all times all and every part of the Equipment free and clear of all Assessments which might in any way affect the title of Lessor to the Equipment or result in a lien upon the Equipment. In the event that during the continuance of this Agreement any reports with respect to Assessments involving the Equipment are required to be made, Lessee will either make such reports in such manner as to show the interest of Lessor in the Equipment or notify Lessor of such requirement and make such reports in such manner as shall be satisfactory to Lessor. To the extent that Lessee is prohibited by law from performing in its own name the duties required by this Section 9, and only to such extent, Lessor authorizes Lessee to act in Lessor's name and on its behalf, provided, however, that Lessee shall indemnify and hold Lessor harmless from and against any and all claims, costs, expenses, damages, losses and liabilities incurred in connection with them as a result of, or incident to, any action by Lessee pursuant to this authorization. Lessee shall, when requested by Lessor, submit to Lessor copies of returns, statements, reports, billings and remittances, or furnish other evidence satisfactory to Lessor of Lessee's performance of its duties under this Section 9. Lessee shall also furnish promptly on request all data as Lessor shall reasonably require to permit Lessor's compliance with the requirements of taxing jurisdictions.

10. Indemnification.

Except as otherwise provided in this Agreement, Lessee assumes liability for all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatever kind and nature, arising out of the use, operation, ownership, selection, delivery, leasing or return of any item of the Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to perform or comply with any conditions of this Lease. The assumptions of liabilities and obligations in this Agreement provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Lease. Lessee is an independent contractor and nothing contained in this Lease shall authorize Lessee or any other person to operate any item of the Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

11. Lessor's Performance of Lessee's Obligations.

If Lessee shall fail to duly and promptly perform any of its obligations under this Lease with respect to the Equipment, Lessor may (at its option) perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Equipment and Lessor's title to it, including payments for satisfaction of liens, repairs, taxes, levies and insurance and all sums so paid or incurred by Lessor, and any reasonable legal fees incurred by Lessor in that connection shall be additional Rental under this Agreement payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as set forth above shall not be deemed a waiver or release of any obligation or default on the part of the Lessee.

12. Return of the Equipment.

At the expiration or earlier termination of the Term of this Agreement, Lessee will return the Equipment to Lessor free of all advertising or insignia placed on it by Lessee and in the same operating order, repair, condition and appearance as of the date of this Agreement, excepting only for reasonable wear and tear and depreciation resulting from the authorized use of it.

13. Representations and Warranties of Lessee.

Lessee represents and warrants that:

- (a) It is a Government Agency under the laws of the State of Ohio;
- (b) It has taken all action which may be required by applicable laws to authorize the execution, delivery and performance of this Agreement;
- (c) The execution and delivery of this Agreement, the performance by it of its obligations and the honoring by it of its warranties and representations under this Agreement will not conflict with or violate any provisions of applicable laws;

(d) This Agreement and all schedules, supplements, riders and other documents executed under, in conjunction with or pursuant to this Agreement constitute valid obligations of it, which are binding and enforceable against it in accordance with the terms of it and them; and

(e) It is not in default under this Agreement.

14. Representations and Warranties of Lessor.

Lessor represents and warrants having:

(a) Duly authorized, executed and delivered this Lease;

(b) Except as disclosed in Exhibit A (if applicable), good title to the Equipment free and clear of all claims, liens and encumbrances of every kind resulting from any act of Lessor and Lessor has the lawful right to lease the Equipment to Lessee in accordance with the terms of this Agreement;

(c) Agreed that conditioned upon Lessee's performance of the terms, conditions and obligations of this Agreement and the honoring of its covenants and warranties, and so long as no Event of Default (as defined below) shall have occurred and shall not have been waived or cured, Lessee shall hold, possess and use the Equipment during the Term free from any liens or encumbrances or claims or causes of action resulting from acts or transactions of Lessor. Lessor covenants that any sale, assignment, transfer or mortgage which it may make or execute of this Agreement or of the Equipment leased under this Agreement, either prior to or subsequent to the delivery of the Equipment to Lessee, shall be subject to the terms and provisions of this Agreement and the rights and interests of Lessee under it; and

(d) Agreed that so long as Lessee shall not be in default, Lessor will not give a mortgage or mortgages securing any amount exceeding the cost to Lessor of the Equipment. Annual payments under such mortgage or mortgages will not exceed the aggregate of the Rentals payable for a 12-month period by the Lessee under this Agreement. In the event Lessor shall default in the payment of principal or interest of any indebtedness secured by any mortgage or mortgages on this Agreement or any Equipment, Lessee shall have the right and privilege to pay the amount so in default, and the amount so paid by the Lessee shall, at its option, be credited against Rentals due or later becoming due.

15. Events of Default.

Lessee shall be in default under this Agreement upon the happening of any of the following events or conditions ("Events of Default") during the Term of this Agreement:

(a) Lessee should fail to pay any sum required to be paid under this Agreement on or before the due date and such failure shall continue for 10 consecutive days;

(b) Lessee shall fail at any time to procure or maintain any insurance coverage required by Section 6;

(c) Lessee should fail to perform or observe any covenant, condition or agreement (other than the payment of any sums required to be paid under this Agreement and other than the obligation to procure and maintain any insurance coverage required by Section 6) in this Agreement or any schedule or any supplement or any rider to it and such failure shall continue for 30 days after receipt by Lessee of written notice of such failure or performance;

(d) Lessee shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they come due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy laws (as now or later in effect) or any answer admitting the material allegations of a petition filed against Lessee in any such proceedings, or Lessee shall by voluntary petition, answer or consent, seek relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors;

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of Lessee, a receiver, trustee, or liquidator of Lessee or of any substantial part of its property, or sequestering any substantial part of the property of Lessee, or granting any other relief in respect of Lessee under the Federal bankruptcy laws, and any such order, judgment or decree of appointment or sequestration shall remain in force undismitted, unstayed or unvacated for a period of 60 days after the date of entry thereof;

(f) A petition against Lessee in a proceeding under the Federal bankruptcy laws or other insolvency laws (as now or later in effect) shall be filed and shall not be withdrawn or dismissed within 60 days, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to Lessee, any court of competent jurisdiction shall assume jurisdiction, custody or control of Lessee or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or unterminated for a period of 60 days;

(g) Lessee shall make or permit any unauthorized assignment or transfer of this Lease, the Equipment or any interest in it;
or

- (h) Any representation or warranty of Lessee contained in this Agreement shall prove to be untrue or incorrect in any material respect.

16. Remedies.

- (a). Generally. Upon the occurrence of any Event of Default and later at any later time (unless such default shall have been waived by Lessor), Lessor may without any further notice exercise any one or more of the following remedies:

- (1) Declare all unpaid Rentals under this Agreement to be immediately due and payable;
- (2) Terminate this Agreement as to any or all items of the Equipment;
- (3) Take possession of the Equipment, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability or suit, action or other proceeding by Lessee;
- (4) Cause Lessee at its expense to promptly return the Equipment to Lessor in the condition set forth in Section 12;
- (5) Use, hold, sell, lease or otherwise dispose of the Equipment or any item of it on the premises of Lessee or any other location without affecting the obligations of Lessee as provided in this Agreement;
- (6) Sell or lease the Equipment or any part of it, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date of it shall constitute reasonable notice to Lessee;
- (7) Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach of them; or
- (8) Exercise any other rights accruing to a lessor under any applicable law upon a default by a lessee.

- (b). Damages. If the Equipment is sold, leased or otherwise disposed of pursuant to this Section 16, Lessee shall be liable to Lessor for and Lessor may recover from Lessee, as liquidated damages for the breach of this Agreement, and not as a penalty, the amount by which the proceeds of such lease (all future rental payments discounted from the specified payment date to their present value at the rate of 50% per annum), sale or other disposition is less than the sum of the appraised value of the asset.

- (1) All due, unpaid and accrued Rentals for the Equipment as of the date of the Event of Default;
- (2) The actual value of the Equipment as of the date of default by Lessee;
- (3) An amount equal to accrued taxes and other amounts payable under this Agreement by Lessee with respect to the Equipment; and
- (4) All costs, expenses, losses and damages, incurred or sustained by Lessor by reason of such default.

If on the date of termination or repossession pursuant to this Section 16, the Equipment is damaged, lost, stolen or destroyed, or subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency, Lessee shall also remain liable for the actual value of the Equipment, less the amount of any insurance recovery received by Lessor in that connection.

- (c). Remedies Cumulative;

No Waiver. No right or remedy conferred on or reserved to Lessor by this Agreement shall be exclusive of any other right or remedy in this Agreement or by law provided. All rights and remedies of Lessor conferred on Lessor by this Agreement or by law shall be cumulative and in addition to every other right and remedy available to Lessor. No failure on the part of Lessor to exercise and no delay in exercising any right or remedy under this Agreement shall operate as a waiver of it unless specifically waived by Lessor in writing; nor shall any single or partial exercise by the Lessor or any right or remedy under this Agreement preclude any other or further exercise of it or the exercise of any other right or remedy.

- (d). Lessee Waiver.

Lessee, for and in consideration of and as an inducement to Lessor to enter into this Agreement, voluntarily and knowingly waives, to the extent permitted by law, any and all rights to notice and/or hearing prior to any retaking of possession or replevy of the Equipment by Lessor, its agents or assigns, on default of Lessee. Lessor may require Lessee to deliver the Equipment to Lessor at a place to be designated by Lessor.

- (e). Attorneys' Fees and Other Expenses.

In the event that Lessor shall bring any action, proceeding, or suit to enforce any of its rights under this Agreement and shall be entitled to judgment, then in such action, proceeding or suit Lessor may recover reasonable expenses; including attorneys' fees, and the amount shall be included in such judgment. In the event that Lessor has incurred any expenses and attorneys' fees in the enforcement, in good faith and in just cause, of any of its rights under this Agreement without having brought any action, proceeding or suit to so enforce any such right, then Lessor may recover from Lessee any reasonable expenses so incurred, including attorneys' fees.

(f). Notice of Default.

Promptly after Lessee has notice of it, Lessee shall give notice to Lessor of any event that has occurred and is continuing which would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.

17. Further Assurances.

Lessee agrees from time to time throughout the Term of this Agreement to execute such additional documents and to perform such further acts as may be reasonably requested by Lessor in order to carry out and effectuate the purposes and intents of this Agreement.

18. Assignment.

(a). By Lessee. Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise assign, transfer, pledge, hypothecate or otherwise dispose of this Agreement or any interest in it or sublet or lend the Equipment.

(b). By Lessor. For the purpose of providing funds for financing the purchase of the Equipment, or for any other purpose, Lessee agrees that:

(1) Lessor may assign, sell or encumber all or any other part of this Agreement, the Equipment and the Rentals; and

(2) In the event of any such assignment of Rentals and written notice to Lessee, to unconditionally pay directly to such assignee all Rentals and other sums due or to become due under this Agreement.

Notwithstanding the foregoing, any such assignment:

(A). Shall be subject to Lessee's right to possess and use the Equipment so long as Lessee is not in default under this Agreement; and

(B). Shall not release any of Lessor's obligations hereunder or any claim which Lessee has against Lessor.

19. Termination and/or Suspension of Lease.

Lessor and/or Lessee may terminate the lease by notice, in writing, delivered upon the other party before the effective date of termination. Should the Lessee wish to terminate this lease, the Lessee must deliver the notice of termination one (1) day(s) before the effective date of termination and shall return the Equipment to Lessor's office no later than the date of termination. Should Lessor wish to terminate this agreement, Lessor may do so immediately upon delivery of the termination notice and shall take possession of the Equipment at such time.

Lessee shall not be liable to tender and/or pay to the Lessor any further rent after the effective date of termination, unless extended upon written request by the Lessee and agreed to by the Lessor.

Any cancellation or termination by Lessor, pursuant to the provisions of this Agreement of it, any schedule, supplement, rider or amendment to it or the lease of the Equipment under it or any termination of the Term by lapse of time, shall not release Lessee from any then outstanding obligations and/or duties to Lessor under it. Notwithstanding the above, the Lessee shall not be relieved of liability to Lessor for damages sustained by Lessor by virtue of any breach of the agreement by the Lessee.

To secure the availability of the Equipment and permit the some flexibility due to the type of program the Equipment will be used for, the Lessee may suspend the lease for up to forty (40) days during the term of this lease by notice, in writing, delivered upon the other party before the effective date of suspension, without formally terminating the lease agreement. Such written suspension notification shall disclose to Lessor reason for suspension, such as weather, lack of worker force, inappropriate job site, etc., reasonable expected to last more than five (5) days. Said suspension cannot be for less than five (5) consecutive days and no more than twenty (20) consecutive days at a time. During such suspension of lease, the Lessee shall pay twenty five percent (25%) of the monthly lease amount for the days suspended by an appropriate fraction of the days in the month. During a suspension, the Lessee shall return the Equipment to the Lessor and the Lessor shall be solely responsible for the Equipment until such time as the suspension is over or the lease is terminated, which ever occurs first.

20. Miscellaneous.

- (a). Nothing contained in this Agreement shall give or convey to Lessee any right, title or interest in and to the Equipment leased under this Agreement except as a lessee of it, and, unless otherwise stated, the Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor.
- (b). The obligations of Lessor under this Agreement shall be suspended to the extent that it is hindered or prevented from complying with them because of labor disturbances (including strikes and lockouts), war, riots or civil commotion, acts of God, fires, floods, explosions, storms, accidents, governmental Regulations or interference or any cause whatever beyond its control.
- (c). No obligation of Lessor under this Agreement shall survive the Term or sooner termination of this Agreement, and should Lessor permit the use of the Equipment beyond the Term specified for it, the obligations of Lessee under this Agreement shall continue; such permissive use shall not be construed as a renewal of the Term nor as a waiver of any right or continuation of an obligation of Lessor under this Agreement, and Lessor may take possession of the Equipment at any time on demand after 30 days' notice.
- (d). This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns, subject to Section 18.
- (e). Time is of the essence of this Agreement.
- (g). This Agreement shall be construed in accordance with the laws of the State of Ohio.
- (h). If any provision of this Agreement, or the application of any provision to any circumstance, is held invalid or unenforceable under any applicable law of any jurisdiction, the remainder, and the application of such provision to other circumstances, shall remain valid and enforceable; provided, however, if the provisions of any such applicable law may be waived, they are waived by Lessee and Lessor to the full extent permitted by law, to the end that this Agreement shall be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- (i). This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.

21. Complete Understanding of the Parties.

This Agreement contains the entire agreement between the parties and may not be modified, terminated or discharged except in writing, and this Agreement supersedes any and all prior representations, warranties and/or inducements, written or oral, heretofore made by Lessor concerning this transaction, which are null and void and of no force or effect.

In witness, the parties have caused this Agreement to be executed on the day and year first above written.

SIGNATURES

SIGNATURES

Lessor

s/ Richard Mount, Owner, Mount's Tree Service

Date

Lessee:

Gallia County Board of Commissioners

s/ Lois Snyder, President

10/6/11

s/ Howard "Joe" Foster, Vice President

10/6/11

s/ Harold Montgomery, Member

10/6/11

Gallia County Job and Family Services

s/ Dana L. Glassburn, Director/Administrator

10/6/11

Gallia County Department of Economic Development

s/ Melissa Clark, Director/Project Manager

10/6/11

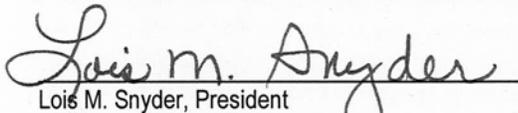
Approved as to form:

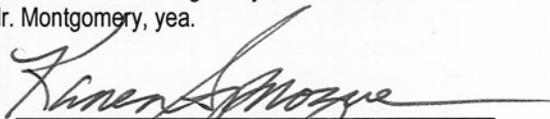
s/ Jeff Adkins, Prosecuting Attorney, Gallia County, Ohio

Joe Foster made and Harold Montgomery seconded the motion to approve the agreement contingent on CORSA review. Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.

ADJOURN

At 9:30 p.m. President Snyder entertained a motion for adjournment. Harold Montgomery made and Joe Foster seconded the motion; Roll call: Ms. Snyder, yea; Mr. Foster, yea; Mr. Montgomery, yea.


Lois M. Snyder, President


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


Howard J. Foster, Vice President


Harold G. Montgomery, Member