

MARCH 15, 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 March 8, 2012 minutes. Lois Snyder made and Joe Foster seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, 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
3/5	46	1	3	0	1	39	0	44	53	65
3/12	20	1	0	2	1	28	0	32	55	51

VETERANS – MEMORIAL DAY EXPENSES

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

Sons of Union Veterans of the Civil War \$500.00

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

2012 CDBG FORMULA ALLOCATION

The County Administrator met with the Commission to advise of notification from ODOD-OCD that Gallia County's 2012 CDBG Formula Allocation has not been established at this time, but grantee's should project a 7-10% reduction from last year's funding. For 2011 Gallia County received \$160,000, therefore and 7-10% reduction would mean Gallia County can expect to receive between \$144,000 - \$148,800 for 2012.

OLD LANDFILL IN RODNEY

The County Administrator advised the Commission of an email confirmation from OEPA representative Pete Thompson that the old landfill in Rodney is out of post closure and therefore the county is no longer responsible for maintaining the cap. There is still a requirement for semi-annual testing of the gas wells and the health department will continue to perform this service, however it will either need to be paid for by Gallia County or the County will need to obtain concurrence with the property owner that they will assume that financial responsibility.

KA SEWER TAKEOVER AGREEMENT DISCUSSION

Commission discussed the Kanauga-Addison Takeover agreement with County Administrator Karen Sprague with regard to coverage of the local match for paving of Georges Creek Road and Addison Pike. Pursuant to instruction from legal counsel, the local match of \$71,964 can be handled as a set off against the next payment application submitted by the surety.

KANAUGA/ADDISON PAYMENT RESOLUTION # 28

The County Administrator presented the Commission with Payment Resolution # 28 for the Kanauga/Addison Sewer Project for the following items:

- Stantec Consulting Inv. #559477 - \$11,461.88
- Stantec Consulting Inv. #568795 - \$14,207.76
- AEP billing - \$417.06
- AT&T billing - \$488.05
- Total = \$26,574.55

Harold Montgomery entertained a motion to approve payment resolution # 28 as submitted. Lois Snyder moved and Joe Foster seconded the motion. Upon roll call votes were as follows: Harold Montgomery, yea; Joe Foster, yea; Lois Snyder, yea.

ODOD PLANNING WORK GROUPS REQUEST

County Administrator Karen Sprague presented the Commission with a letter from ODOD requesting Ms. Sprague to participate in Planning Work Groups to develop a program strategy intended to compensate for federal budget fluctuations from one program year to the next, increase local programmatic sustainability, and generate greater impact. This will begin with the FY 2013 Consolidated Plan. Individuals interested in participating in the Planning Work Groups must be willing to commit 30-40 hours over a three month period beginning April through July 2012. Planning Work Groups will meet between April 30-July 6 and make their presentations on July 24. OCD will use the Planning Work Group recommendations, in addition to ODOD priorities, estimated future funding, and other factors, to begin making policy recommendations to the Director of ODOD for the FY 2013 Consolidated Plan. Commission will take this under advisement and take action in the future.

KA SEWER

David Boggs expressed concerns about working on the KA Project through Contractor L&J Trenching. We are being paid by the hour on the job and furnishing concrete and wire. Normally when working on prevailing wage you do not have to buy material, will the bonding company put money up front for the materials? Commission advised it would be between the contractor and the bonding company. You will be working for the surety company and they will be responsible and encouraged him to contact them.

CHILDREN SERVICES AGENCY UPDATE

Executive Director Russ Moore and Vice President Kent Shawver met with the Commission for an update of the agency's fiscal condition. Cash, expenditures, intake and screening reports were distributed for the end of December and reviewed by everyone. No action taken.

WORK PARTICIPATION UPDATE

Director Dana Glassburn update on January's Work Participation rates, 2 parent households – 60 % rate worked off all hours and needed 90%, 28 cases. All family 147 assisted 103 met the rate 70.07%.

Glassburn also advised the contract with Community Action Agency is going extremely well, working with those folks and tracking their hours. He also updated the Commission on the activity of the NEG program.

FINAL PERFORMANCE REPORT FY 2010 CDBG FORMULA GRANT (B-F-10-1AY-1)

The County Administrator presented the Commission with the Final Performance Report for the period September 2, 2011 thru February 29, 2012 for the County's FY 2010 CDBG Formula Grant (B-F-10-1AY-1) which must be submitted to the Ohio Department of Development. Harold Montgomery entertained a motion that the Final Performance Report be approved and signed as presented. Joe Foster made and Lois Snyder seconded that motion. Upon roll call votes were as follows: Harold Montgomery, yea; Joe Foster, yea; Lois Snyder, yea. The form is on file in the County's CDBG grant files.

EXECUTIVE SESSION

At 10:43 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. Returned to regular session at 11:05 a.m.; no action taken.

HORIZON POP SITE AGREEMENT

Mike Thompson and Dave Coates with Horizon submitted the final copy of the pop site agreement for signature and presented the Commissioners with the agreed upon warrant in the amount of \$25,000 for a ten-year period. The agreement is as follows:

PoP SITE EASEMENT AGREEMENT

THIS PoP SITE EASEMENT AGREEMENT (the "Agreement") is made this 15th day of March, 2012, by and between Gallia County Board of Commissioners ("Grantor") and Horizon Telcom, Inc. and its subsidiaries, an Ohio corporation ("Horizon") dba Horizon View Cable.

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein (the "Grantor Tract");

WHEREAS, Horizon desires to acquire from Grantor an Easement on a portion of the Grantor Tract to operate and maintain a "PoP Facility", as that term is hereinafter defined, and easements for ingress, egress and utilities on the Grantor Tract;

WHEREAS, Grantor and Horizon desire to establish certain Easement and rights with respect to the Grantor Tract, which easement and rights shall burden the Grantor Tract, as such easement and rights are described herein, upon the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Grantor and Horizon hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Horizon, subject to the limitations further described herein, an easement for a term specified in section 2 of this Agreement for the following purposes; TO HAVE AND TO HOLD, unto Horizon, its transfers, its successors and assigns:

(a) over, across, under, through and upon a portion of the Grantor Tract, for the purpose of installing, operating and maintaining utilities, conduits and lines on the Grantor Tract which are more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein ("Utility Easement"); and

(b) over, across, under, through and upon a portion of the Grantor Tract, for the construction, operation and maintenance of a point of presence fiber site ("PoP Site") on a portion of the Grantor Tract more particularly described on Exhibit "C" attached hereto and by this reference incorporated herein ("PoP Site Easement"); and

(c) ingress, egress and access over, across and through the Grantor Tract, from the public right of way to the real property described in the PoP Site Easement as is more particularly described on Exhibit "D" attached hereto and by this reference incorporated herein ("Access Easement"). The Utility Easements, PoP Site Easement, and Access Easement may be collectively referred to in this Agreement as the "Easement". Horizon may permit others to utilize the Easements, subject to the terms and conditions of this Agreement with the consent of Grantor which consent shall not be unreasonably withheld or delayed. In the event that utilities necessary to serve the equipment if Horizon or the equipment of Horizon's licensees or sublessees cannot be located within the Easement for ingress and egress, Grantor shall, upon Horizon's request, execute a separate written easement to the utility company providing the service or Horizon in a form which may be filed of record evidencing this right.

2. Term and Consideration. The term of this Agreement shall be TEN (10) years commencing on the date of the Agreement first written above ("Commencement Date") and terminating on the tenth anniversary of that date ("Initial Term"). There shall also be an option to extend this Agreement for (1) or more additional term(s) of TEN (10) years ("Renewal Term"). Horizon shall pay Grantor the sum of Twenty-five Thousand Dollars and No Cents (\$25,000.00) as consideration of the Initial Term. In the event that both parties agree to extend this Agreement for the Renewal Term, the consideration for the Renewal Term shall be negotiated between the Grantor and Horizon Telcom, Inc. and its subsidiaries, an Ohio corporation ("Horizon") dba Horizon View Cable.

3. Temporary Construction Easement. Or a period commencing on the date hereof and ending twelve (12) months after the date hereof, Grantor hereby grants and conveys to Horizon, and any contractors or subcontractors engaged by, through or under Horizon, a temporary easement over portions of the Grantor Tract in the vicinity of the Easement for the purpose of permitting the construction of the PoP Facilities; TO HAVE AND TO HOLD, unto Grantor, its transfers, successors and assigns. Horizon further agrees to restore any property or landscaping damaged or destroyed in connection with or as a part of such installation, and agrees not to block, interfere with, or obstruct Grantor's right to use the property.

4. Grantor's Representations and Warranties. Grantor represents and warrants to Horizon and Horizon's successors and assigns that:

(a) Grantor has good and marketable title to the Easement and the Easement is free and clear of all liens and encumbrances other than those liens and encumbrances shown on Exhibit "E" attached hereto. Horizon may at Horizon's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance on the Easement. In the event that Horizon objects to any defect or cloud on title to the Easement, Horizon may declare this Agreement and any obligation of Horizon

to lease the Easement or acquire the Easement to be void and of no further force or effect whereupon this Agreement shall become null and void and there shall be no further liability of Horizon to Grantor;

(b) Grantor has the authority to enter into and be bound by the terms of this Agreement;

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Grantor or which may otherwise affect the Grantor Tract; and

(d) The Grantor Tract is not presently subject to an easement, lease or other contract which may adversely affect Grantor's ability to fulfill its obligations under this Agreement and Grantor covenants that it shall not grant an option or enter into any contract which will affect the Grantor Tract or the Easement until this Agreement expires or is terminated by Horizon.

(e) No improvements installed by Horizon shall exceed a height of ten feet (10') above the top of the equipment shelter or building. Horizon is relying on its own investigation and inspection as to any zoning, subdivision regulations, restrictive covenants, and other conditions and restrictions that may prohibit the intended use of the Easement by Horizon.

These representations and warranties of Grantor shall survive the closing anticipated by the exercise of this Agreement.

5. Conditions Precedent. Upon obtaining written permission from Grantor, Grantor hereby grants to Horizon, its officers, agents, employees and independent contractors the right and privilege to enter upon the Grantor Tract and the Easement at any time after the date of this Agreement, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Grantor Tract and the Easement. Grantor shall provide Horizon with any necessary keys or access codes to the Grantor Tract if needed for ingress and egress. Horizon shall not unreasonably interfere with Grantor's use of the Grantor Tract in conducting these activities. Horizon's obligation to perform under this Agreement shall be subject to and conditioned upon:

(a) Horizon securing appropriate approvals for Horizon's intended use of the Grantor Tract from the Federal Communications Commission and any other federal, state or local regulatory authority having jurisdiction over Horizon's proposed use of the Grantor Tract;

(b) Horizon shall have the right to obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the opinion of the Horizon, such title report shows any defects of title or liens or encumbrances which adversely affect Horizon's use of the Grantor Tract or Horizon's ability to obtain financing, Horizon shall have no obligation to perform under this Agreement; and

(c) Horizon shall have the right to have the Easement surveyed and to have such engineering analyses performed as Horizon deems reasonable and necessary. In the event that any defects or circumstances are shown by the survey or the engineering analyses, which in the opinion of Horizon, may adversely affect Horizon's use of the Easement, Horizon shall have the right to rescind this Agreement immediately upon written notice to Grantor.

Horizon's inability to successfully satisfy these conditions or the occurrence of any other event which effectively prohibits Horizon's intended use of the Easement shall relieve Horizon from any obligation to perform under this Agreement.

6. Further Acts. Grantor shall cooperate with Horizon in executing any documents necessary to protect Horizon's rights under this Agreement or Horizon's use of the Easement and to take such action as Horizon may reasonably require to affect the intent of this Agreement. Grantor hereby irrevocably appoints Horizon or Horizon's agent as Grantor's agent to file applications on behalf of Grantor with federal, state and local governmental authorities which applications relate to Horizon's intended use of the Easement including but not limited to land use and zoning applications.

7. Improvements; Utilities; Access.

(a) Horizon shall have the right, at Horizon's sole cost and expense, to erect and maintain on the PoP Site Easement improvements, personal property and facilities, including without limitation, equipment shelters or cabinets, and related facilities (collectively the "PoP Facilities"). The PoP Facilities shall remain the exclusive property of Horizon throughout the term and upon termination of this Agreement. Grantor grants Horizon the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Horizon's tower or Horizon's other improvements, communications equipment or Easement rights;

(b) Horizon shall have the right to install utilities, at Horizon's expense, and to improve present utilities on the Utility Easement and PoP Site Easement. Horizon shall have the right to permanently place utilities on or to bring utilities across or under the Utility Easement to service the PoP Facilities. Grantor shall, upon Horizon's request, execute a separate written easement to the utility company providing the service in a form which may be filed of record evidencing this right;

(c) Grantor represents and warrants to Horizon that Horizon shall at all times during this Agreement enjoy ingress, egress, and access from the PoP Site Easement to an open and improved public road which presently exists and which shall be adequate to service the PoP Facilities. If no such public road exists or ceases to exist in the future, Grantor will grant an appropriate easement to Horizon, so that Horizon may, at its own expense, construct a suitable private access drive to the PoP Facilities. To the degree such access is across other property owned by Grantor, Grantor shall execute an easement evidencing this right.

(d) On not more than one occasion during the Initial Term or Renewal Term, Grantor may require Horizon to relocate the PoP Facilities elsewhere on the Grantor Tract if necessary to accommodate Grantor's use of other real property which adjoins the Easement. Grantor shall give Horizon not less than three hundred sixty five (365) days advance notice of the proposed relocation.

8. Subleases. Horizon shall have the right, with the consent of Grantor which consent shall not be unreasonably withheld or delayed, to license or sublease all or a portion of the Easement and the PoP Facilities to others. Horizon's licensee(s) and sublessee(s) shall be entitled to place additional improvements on and within the PoP Site, including but not limited to cabling and additional equipment within the PoP Site building, as are reasonably required for the operation and maintenance of the communications equipment to be installed by said licensee(s) and sublessee(s) together with rights of ingress and egress on the Access Easement and the right to install or improve utilities on the Utility Easement as if said licensee or sublessee were the Horizon under this Agreement; however, no licensee or sublessee shall be allowed to install an additional building or equipment shelter. All exterior additions are limited to a height of ten (10) feet above the PoP Site building.

9. Taxes. Horizon shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the PoP Facilities. Grantor shall pay when due all real property taxes and all other fees and assessment attributable to the Grantor Tract. Horizon shall pay any increase in real property taxes levied against Easements which are directly attributable to Horizon's use of the Easement and Grantor shall furnish proof of such increase to Horizon. In the event that Grantor fails to pay when due any taxes affecting the Grantor Tract or the Easement, Horizon shall have the right but not the obligation to pay such taxes and to demand reimbursement from Grantor for said amounts.

10. Insurance. Horizon shall purchase, and provide Grantor with proof of insurance, and maintain in full force and effect throughout the Initial Term and any Renewal Term such public liability and property damage policies as Horizon may deem necessary. Said policy of general liability insurance shall provide a combined single limit of \$1,000,000. Horizon shall indemnify and hold harmless Grantor, Gallia County Board of Commissioners, Gallia County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, caused in whole or part by the negligent act of omission of the Grantor, any sub-lessee, any person directly or indirectly employed by any of them or the person for whose acts any of them are liable. Horizon further agrees to defend Grantor, Gallia County Board of Commissioners, Gallia County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out or in any way connected with the Property.

11. Assignment. This easement may not be assigned, amended, modified or supplemented except by written

agreement executed by each of the parties hereto. Gallia County Board of Commissioners, Gallia County, will not unreasonably withhold assignment of this easement as long as Horizon remains primarily responsible and liable for this easement. This easement shall inure to the benefit of the parties hereto, their successors and assigns.

12. Waiver of Grantor's Lien. Grantor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the PoP Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

13. Notices. All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person (which may include by a nationally recognized overnight delivery service) to the intended addressee. Notice so mailed shall be effective upon its deposit in the custody of the United States Postal Service for mailing in accordance with the foregoing. Notice given in any other manner shall be effective only if and when received by the addressee. For the purposes of this Agreement, Grantor's address shall be initially designated as:

Gallia County Board of Commissioner
18 Locust Street
Gallipolis, Ohio 45631-1251
Attn: President, Gallia County Board of Commissioners

And Horizon's address shall be initially designated as:
Horizon Telcom, Inc.
68 East Main Street
Chillicothe, OH 45601
Attn.: Secretary / Treasurer

Either party may change its address for notice purposes hereunder by a notice of such change given to the other party hereto, in the manner set forth herein.

14. Successors, Transfers and Assigns. This Agreement and Easement shall be binding upon the successors and assigns of the parties hereto.

15. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Ohio.

16. Estoppel Certificates. Grantor and Horizon hereby covenant and agree to execute and deliver to the other, within fifteen (15) days after written request therefore by the party making such request, an estoppel certificate addressed to the party making the request, or such other addressee designated by the party making the request, certifying (if such be the case) (i) the party making the request is not in default under this Agreement, and (ii) no charges, payment, or other monies are due or owing from the party making the request for the estoppel certificate, or if such charges, payments, or other monies are due or owing the amount thereof.

WITNESS my hand and seal this 15th day of March, 2012.

"GRANTOR"

Approved as to form:

s/ Jeffrey Adkins
Gallia County Prosecutor

s/ Howard J. Foster, Vice President
Gallia County Board of Commissioners

HORIZON TELCOM, INC.

By: s/ Garry Lucas
Executive General Manager, Engineering & Construction Services

s/ Harold G. Montgomery, President
Gallia County Board of Commissioners

s/ Lois M. Snyder, Commissioner
Gallia County Board of Commissioners

The President entertained a motion to enter into an agreement with Horizon, an Ohio based business, Joe Foster made and Lois Snyder seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

I.T. POLICY UPDATES

Information Technology Director John Grubb informed the Commissioners that the Information Technology Committee had finished their review and recommendations on the following policies:

- Help Desk Triage Policy
- Third Party Access Policy
- Move/Add/Change Policy

Joe Foster made and Lois Snyder seconded the motion to approve all policy updates as recommended by the Information Technology Committee; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea. Policies are on file in the Commissioners Office and I.T. Department.

PUBLIC WiFi ACCESS

Information Technology Director John Grubb advised the Commission that he had researched the possibility of making WiFi available to the public inside the courthouse. He researched two options:

1. He submitted a quote with the costs if compatible equipment was purchased and implemented in house in the amount of \$5,495. This would not include the costs to increase our bandwidth, which would become necessary.
2. He had also been in discussion with JB Nets and provided a quote from them to take care of the installation and provide WiFi through their wireless service totally separate and apart from our network. The amount of that quote was \$475 for equipment and installation and also waiving of the first years monthly service fee of \$41.95.

It was Mr. Grubb's recommendation to go with JB Nets also advising that with the current tower lease fees being paid to the county by JB Nets, they were more than willing to do an exchange of services for the costs incurred to provide this service.

Joe Foster made and Lois Snyder seconded the motion to approve the WiFi installation as recommended by the I.T. Director; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

OHIO DEFERRED COMP

Chad Moehl with Ohio Deferred Comp to follow up with getting the word out to the employees about the benefits of Ohio Deferred Comp. He submitted a form to be distributed to new hires and all employees every couple of years. Commissioner advised he needed to work through our payroll representative.

VACANCY FILLED

Economic Development Director Melissa Clark requested approval of hiring James N. Craft for the vacant position, Project Monitor for the FEMA NEG Program. Mr. Craft will be employed as a part time employee earning \$12.00/ hr effective start date March 13, 2012. Lois Snyder made and Joe Foster seconded the motion to approve the hire as recommended by Ms. Clark; roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

EMS RATE INCREASE PROPOSAL

EMS Director Larry Boyer submitted the following rate proposal to become effective as of 3/19/2012.

<u>Ambulance</u>		<u>Rescue</u>	
Advanced Life Support	\$750	Extrication	\$150.
Basic Life Support	\$650	Victim Rescue	\$150.
Non Emergency	\$550	EMS Assist	\$150.
Non Emergency Transport	\$500 (Dialysis, NH, Etc.)		
Mileage	\$12.00 per mile		
<u>Misc</u>			
Special Events	\$65. Per hour (2 people and 1 truck)		

The President entertained a motion to set the rates as recommended above, Lois Snyder made and Joe Foster seconded the motion; roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.

ADJOURN

At 3:17 p.m. President Montgomery entertained a motion for adjournment. Joe Foster made and Lois Snyder seconded the motion; Roll call: Mr. Montgomery, yea; Mr. Foster, yea; Ms. Snyder, yea.



Harold G. Montgomery, President



Terry Hemby, Clerk



Howard J. Foster, Vice President



Lois M. Snyder, Commissioner