St. Clairsville, Ohio December 14, 2016

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

Commissioner Favede noted the meeting will reconvene for budget hearings on Monday (Dec 19) at 11:00 a.m.

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,841,577.36

Upon roll call the vote was as follows:

Mrs. Favede Yes Mr. Coffland Yes Mr. Thomas Yes

IN THE MATTER OF APPROVING RECAPITULATION

OF VOUCHER FOR THE GENERAL FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the bill that has been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the following bill allowed:

IN THE TOTAL AMOUNT OF \$60,150.00 Lodging Excise Tax

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Coffland Yes
Mrs. Favede Absent

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfers within fund for the following funds:

A00 GENERAL FUND		
FROM	ТО	AMOUNT
E-0051-A001-A08.000 Travel & Expenses	E-0256-A014-A05.000 Official Bonds	\$ 351.00
E-0051-A001-A15.012 Sheriff's Cruisers	E-0051-A001-A50.000 Budget Stabilization	\$ 2,391.19
E-0051-A001-A17.000 Memorial Day Expenses	E-0052-A001-A92.011 Contract-Services	\$ 5,995.14
E-0055-A004-B04.012 Equipment	E-0051-A001-A50.000 Budget Stabilization	\$ 5,670.26
E-0055-A004-B18.000 Other Expenses	E-0051-A001-A50.000 Budget Stabilization	\$ 5,000.00
E-0256-A014-A01.000 CORSA Costs	E-0051-A001-A50.000 Budget Stabilization	\$20,000.00
E-0256-A014-A06.006 Group & Liability	E-0051-A001-A50.000 Budget Stabilization	\$ 8,869.56
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A02.002 Salaries-Admin	\$11,000.00
E-0131-A006-A04.002 Salaries-Road Deputies	E-0131-A006-A02.002 Salaries-Admin	\$ 9,000.00
E-0131-A006-A13.003 PERS/SPRS	E-0051-A001-A20.012 Equipment	\$47,173.65
E-0131-A006-A18.000 Radios	E-0051-A001-A20.012 Equipment	\$ 2,826.35
E-0170-A006-G02.002 Salaries	E-0170-A006-G11.011 Other Expense	\$ 50.00
K00 MVGT-ENGINEER'S FUND	то	AMOUNT
FROM	TO	AMOUNT
E-2812-K000-K24.000 Other Expense	E-2811-K000-K10.000 Other Expense	\$ 93.30
E-2812-K000-K24.000 Other Expense L01 SOIL CONSERVATION FUND	E-2813-K000-K26.000 Materials	\$ 226.36
FROM	TO	AMOUNT
E-1810-L001-L01.002 Salaries	E-1810-L001-L02.010 Supplies	\$ 3,000.00
E-1810-L001-L01.002 Salaries	E-1810-L001-L08.000 Education	\$ 5,000.00
S54 COMMON PLEAS/GENERAL SPECIAL/ME		Ψ 2,000.00
FROM	ТО	AMOUNT
E-1544-S054-S03.004 Workers' Comp.	E-1544-S054-S02.003 PERS	\$ 892.00
S77 COMMUNITY BASED CORRECTIONS ACT		
FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$2,663.17
BCSSD VARIOUS FUNDS FROM	то	AMOUNT
E-3701-P003-P25.000 Purchased Water	E-3701-P003-P17.002 Salaries	\$12,000.00
E-3701-P003-P25.000 Purchased Water	E-3701-P003-P51.000 Other Expense	\$ 3,000.00
E-3702-P005-P25.000 Purchased Water	E-3702-P005-P31.000 Other Expense	\$25,000.00
E-3702-P005-P25.000 Purchased Water	E-3702-P005-P23.011 Contract-Services\$60,0	
E-3704-P051-P01.002 Salaries	E-3704-P051-P13.003 PERS	\$ 800.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P09.000 Sewage Disposal	\$ 6,100.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P03.012 Equipment	\$ 300.00
E-3705-P053-P02.010 Supplies	E-3705-P053-P09.000 Sewage Disposal	\$ 500.00
E-3705-P053-P03.012 Equipment	E-3705-P053-P09.000 Sewage Disposal	\$ 4,500.00
E-3705-P053-P05.000 Materials	E-3705-P053-P09.000 Sewage Disposal	\$ 9,000.00
E-3705-P053-P05.000 Materials	• 1	200.00
E-3705-P053-P16.074 Transfers-Out	E-3705-P053-P15.000 Other Expense	\$ 4,000.00
E-3705-P053-P16.074 Transfers-Out	E-3705-P053-P13.003 PERS	\$ 6,000.00
E-3705-P053-P16.074 Transfers-Out	E-3705-P053-P01.002 Salaries	\$20,000.00
Upon roll call the vote was as follows:	L-5/05-1 055-1 01.002 Salaties	φ20,000.00
	homos Vos	

Mr. Thomas Yes

Mr. Coffland Yes Mrs. Favede Yes

IN THE MATTER OF TRANSFER BETWEEN THE H00 PUBLIC

ASSISTANCE FUND AND THE H10 CHILD SUPPORT ENFORCEMENT

ADMIN FUND/BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfer between the H00 and the H10 funds:

FROM	TO	AMOUNT
E-2510-H000-H01.002 Salaries	R-2760-H010-H06.574 Transfers In	\$65,000.00
E-2510-H000-H04.000 Contracts-Repair	R-2760-H010-H06.574 Transfers In	\$11,577.00
E-2510-H000-H05.000 Public Assistance	R-2760-H010-H06.574 Transfers In	\$20,000.00

Upon roll call the vote was as follows:

Mr. Thomas Yes Mr. Coffland Yes Mrs. Favede Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

FOR VARIOUS FUNDS/CLOSED CARRY-OVER PO'S

Motion made by Mrs. Favede, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 14, 2016:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund/Various		
E-0051-A001-A03.010	Supplies	\$ 1,930.39
E-0051-A001-A28.000	Other Expenses	\$ 1,555.49
E-0061-A002-B04.012	Equipment	\$ 103.45
E-0061-A002-B12.000	Other Expenses	\$ 255.27
N59 Capital Projects-Senior Centers Fund	_	
E-9059-N059-N03.013	SSOBC Community Building	\$1,030,085.28
E-9059-N059-N09.011	Contract-Services	\$ 279,077.41
Upon roll call the vote was as follows:		
	Mrs. Favede Yes	
	Mr. Thomas Yes	

Mr. Coffland

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

Yes

JANUARY 4, 2016

JANUARY 4, 2016		
S70 BELMONT COUNTY SENIOR P	PROGRAMS/IN-HOME CARE LEVY FUND	
E-5005-S070-S12.000	Capital Outlay	\$500.00
DECEMBER 14, 2016	•	
A00 GENERAL FUND		
E-0170-A006-G12.000	Indigent Clients-Payment to State	\$653.28
E-0257-A015-A14.000	Attorney Fees	\$707.72
L01 SOIL CONSERVATION FUND/B	SSWCD	
E-1810-L001-L02.010	Supplies	\$1,833.33
T70 FEMA-HAZARD MITIGATION	<u>/NEFFS FÛND</u>	
E-9712-T070-T05.013	Contract-Projects	\$3,269.94
W80 PROSECUTOR'S VICTIM ASS	ISTANCE PROGRAM FUND	
E-1511-W080-P16.000	Consultants	\$ 255.00
W98 CEBCO WELLNESS GRANT F	<u>UND</u>	
E-1498-W098-W09.000	2016 Expenses	\$5,400.00
Upon roll call the vote was as fo	llows:	
	Mrs. Favede Yes	
	Mr. Coffland Yes	
	Mr. Thomas Yes	

IN THE MATTER OF TRANSFER OF FUNDS FOR THE

WAIVED HOSPITALIZATION CHARGEBACKS FOR

THE MONTHS OF OCTOBER, NOVEMBER & DECEMBER, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds

for Waived Hospitalization for the months of October, November & December, 2016.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091- Y03.500	10,833.32
E-2218-G000.G06.003	FOOD SERVICE	R-9891-Y091- Y03.500	374.99
E2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091- Y03.500	222.75
E-2230-F082-F01.002	PREP	R-9891-Y091- Y03.500	152.26
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091- Y03.500	1,499.99
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091- Y03.500	414.15

E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091- Y03.500	1,484.46
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091- Y03.500	43.71
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091- Y03.500	47.46
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091- Y03.500	7.46
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091- Y03.500	2.76
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091- Y03.500	1,083.33
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091- Y03.500	1,000.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9891-Y091- Y03.500	0.00
E-0400-M060-M64.008	JUVENILE (Truancy)	R-9890-Y091- Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091- Y03.500	750.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091- Y03.500	2,750.00
Е-2760-Н010-Н12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091- Y03.500	1,250.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091- Y03.500	500.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091- Y03.500	1,000.00
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091- Y03.500	1,833.33
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091- Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091- Y03.500	83.33
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091- Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091- Y03.500	0.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091- Y03.500	500.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091- Y03.500	0.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091- Y03.500	<u>250.00</u>
		TOTAL	26,333.30
Upon roll call the	e vote was as follows:		
		Mrs. Favede	Yes
		Mr. Coffland	Yes

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR NOVEMBER, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/
Holding Account for the month of November, 2016.

Gross Wages P/E 11/12/16 THRU 11/26/16
General Fund FROM TO

Mr. Thomas

Yes

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	6,503.52
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	962.81

AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,598.24
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,866.66
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,864.90
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	212.80
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,799.55
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,951.37
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	731.28
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,641.03
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8,400.13
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	583.72
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,457.94
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,168.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,734.38
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,754.92
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,465.05
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,014.78
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,665.40
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	13,229.94
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,917.90
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	889.88
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,200.01
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,529.26
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,172.88
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	369.04
			94,717.69
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,299.72
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,533.66
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	835.04
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	377.30
Public Health Infrastructure	E 2214 E076 E01 002		
E '1 D1 '	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	417.69
Tobacco Program			417.69
•	E-2215-F077-F01.002	R-9895-Y095-Y01.500	417.69
Tobacco Program	E-2215-F077-F01.002 E-2216-F078-F02.002	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	417.69 580.09
Tobacco Program CDC Lead	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	
Tobacco Program CDC Lead PREP	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	580.09
Tobacco Program CDC Lead PREP PHEP	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002 E-2231-F083-F01.002	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	580.09
Tobacco Program CDC Lead PREP PHEP NURSING PROGRAM	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002 E-2231-F083-F01.002 E-2232-F084-F02.008	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	580.09 554.41
Tobacco Program CDC Lead PREP PHEP NURSING PROGRAM Child & Family Health Serv	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002 E-2231-F083-F01.002 E-2232-F084-F02.008 E-2233-F085-F01.002	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	580.09 554.41
Tobacco Program CDC Lead PREP PHEP NURSING PROGRAM Child & Family Health Serv Safe Communities Program	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002 E-2231-F083-F01.002 E-2232-F084-F02.008 E-2233-F085-F01.002 E-2234-F086-F02.008	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	580.09 554.41
Tobacco Program CDC Lead PREP PHEP NURSING PROGRAM Child & Family Health Serv Safe Communities Program Water System	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002 E-2231-F083-F01.002 E-2232-F084-F02.008 E-2233-F085-F01.002 E-2234-F086-F02.008 E-2219-N050-N05.000	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	580.09 554.41 283.64
Tobacco Program CDC Lead PREP PHEP NURSING PROGRAM Child & Family Health Serv Safe Communities Program Water System Food Service	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002 E-2231-F083-F01.002 E-2232-F084-F02.008 E-2233-F085-F01.002 E-2234-F086-F02.008 E-2219-N050-N05.000 E-2218-G000-G06.003	R-9895-Y095-Y01.500	580.09 554.41 283.64
Tobacco Program CDC Lead PREP PHEP NURSING PROGRAM Child & Family Health Serv Safe Communities Program Water System Food Service HUMAN SERVICES	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002 E-2231-F083-F01.002 E-2232-F084-F02.008 E-2233-F085-F01.002 E-2234-F086-F02.008 E-2219-N050-N05.000 E-2218-G000-G06.003 E-2510-H000-H12.003	R-9895-Y095-Y01.500	580.09 554.41 283.64 605.09 46,449.09
Tobacco Program CDC Lead PREP PHEP NURSING PROGRAM Child & Family Health Serv Safe Communities Program Water System Food Service HUMAN SERVICES C.S.E.A.	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002 E-2231-F083-F01.002 E-2232-F084-F02.008 E-2233-F085-F01.002 E-2234-F086-F02.008 E-2219-N050-N05.000 E-2218-G000-G06.003 E-2510-H000-H12.003 E-2760-H010-H07.003	R-9895-Y095-Y01.500	580.09 554.41 283.64 605.09 46,449.09 8,171.53
Tobacco Program CDC Lead PREP PHEP NURSING PROGRAM Child & Family Health Serv Safe Communities Program Water System Food Service HUMAN SERVICES C.S.E.A. R.E. ASSESSMENT	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002 E-2231-F083-F01.002 E-2232-F084-F02.008 E-2233-F085-F01.002 E-2234-F086-F02.008 E-2219-N050-N05.000 E-2218-G000-G06.003 E-2510-H000-H12.003 E-2760-H010-H07.003 E-1310-J000-J04.003	R-9895-Y095-Y01.500	580.09 554.41 283.64 605.09 46,449.09 8,171.53 3,567.90
Tobacco Program CDC Lead PREP PHEP NURSING PROGRAM Child & Family Health Serv Safe Communities Program Water System Food Service HUMAN SERVICES C.S.E.A. R.E. ASSESSMENT ENGINEER K-1 & K-2	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002 E-2231-F083-F01.002 E-2232-F084-F02.008 E-2233-F085-F01.002 E-2234-F086-F02.008 E-2219-N050-N05.000 E-2218-G000-G06.003 E-2510-H000-H12.003 E-2760-H010-H07.003 E-1310-J000-J04.003 E-2811-K000-K08.003	R-9895-Y095-Y01.500	580.09 554.41 283.64 605.09 46,449.09 8,171.53 3,567.90 3,732.12 12,395.77
Tobacco Program CDC Lead PREP PHEP NURSING PROGRAM Child & Family Health Serv Safe Communities Program Water System Food Service HUMAN SERVICES C.S.E.A. R.E. ASSESSMENT ENGINEER K-1 & K-2 ENG EMP-MVGT K-11	E-2215-F077-F01.002 E-2216-F078-F02.002 E-2228-F080-F01.002 E-2230-F082-F01.002 E-2231-F083-F01.002 E-2232-F084-F02.008 E-2233-F085-F01.002 E-2234-F086-F02.008 E-2219-N050-N05.000 E-2218-G000-G06.003 E-2510-H000-H12.003 E-2760-H010-H07.003 E-1310-J000-J04.003 E-2811-K000-K08.003 E-2812-K000-K21.003	R-9895-Y095-Y01.500	580.09 554.41 283.64 605.09 46,449.09 8,171.53 3,567.90 3,732.12

Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	313.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,506.45
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	559.93
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	587.26
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	359.69
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,187.61
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,525.26
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	9,582.55
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	680.44
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,989.54
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	180.11
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	41.33
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,130.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	7,521.74
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,962.37
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,808.60
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.38
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	29,372.98
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	15,006.80
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	465.76
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	80.60
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	643.96
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2911.93
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	409.52
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	367.72
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	84.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,396.38
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	539.14
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	210.00
			278,509.75

Upon roll call the vote was as follows:

Mrs. Favede Mr. Coffland res Mr. Thomas

IN THE MATTER OF REQUEST FOR CERTIFICATION

OF MONIES BY THE BUDGET COMMISSION

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **BELOMAR REGIONAL COUNCIL/T70 FUND-\$3,269.94** draw #2 deposited into R-9712-T070-T01.501 on 12/13/16. W98 CEBCO WELLNESS GRANT FUND/STAYWELL INCENTIVE-\$5,400.00 deposited into R-1498-W098-W11.500 on 12/12/16. 2016 Staywell Incentive

2015 PO'S CLOSED 12/12/16

General Fund

Supplies PO #521220 E-0051-A001-A03.010 \$1,930.39 PO #521264 E-0051-A001-A28.000 Other Expenses \$1,555.49 N59 Fund PO #521238 E-9059-N059-N03.013 SSOBC Community Bldg. \$1,030,085.28 PO #521173

\$279,077.41 E-9059-N059-N09.011 Contract-Services Upon roll call the vote was as follows:

> Mrs. Favede Yes Mr. Coffland Yes Mr. Thomas Yes

IN THE MATTER OF GRANTING PERMISSION

FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows: **DJFS-**Lori O'Grady to Lewis Center, OH, on February 5-7, 2016, for a OHPELRA Conference. Estimated expenses: \$826.88 Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF APPROVING MINUTES OF REGULAR

BOARD OF COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 30 and December 7, 2016.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF ENTERING INTO ROAD USE AND MAINTENANCE AGREEMENT WITH OHIO GATHERING COMPANY, LLC, FOR PIPELINE

AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Ohio Gathering Company, LLC, effective December 14, 2016 for the purpose of "Pipeline Activity" at 1.47 miles of CR-64 (Unity Church Road) and 0.71 miles of CR-66 (Gun Club Road)

Note: Blanket Bond #K08271410 for \$3 million on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between <u>THE BELMONT COUNTY COMMISSIONERS</u>, a political subdivision, whose mailing address is <u>101W. Main St., Courthouse</u>, <u>St. Clairsville</u>, <u>Ohio 43950</u> (hereafter "Authority"), and <u>Ohio Gathering Company</u>, <u>L.L.C.</u>, whose mailing address is <u>43050 Industrial Park Road</u>, <u>Cadiz</u>, <u>Ohio 43907</u> (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads and bridges within <u>Richland</u> Township, in <u>Belmont</u> County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the owner of certain right of way and field agreements, and intends to construct, operate and maintain certain facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] (hereafter collectively referred to as "Pipeline Activity") located in <u>Richland Township</u>, in <u>Belmont County</u>, Ohio; and

WHEREAS, Operator intends to commence use 147 miles of CR-64 (Unity Church Road) and 0.71 miles of CR-66 (Gun Club Road) for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply; NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline Activity, prior to the start of Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty {30} days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

- 1. The portion of <u>CR-64 (Unity Church Road)</u>, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-66 (Gun Club Road) and ending at <u>the intersection of SR-9 (Fairport New Athens Road)</u>. It is understood and agreed that the Operator shall not utilize any of the remainder of Unity Church Road (CR-64) for any of its Pipeline Activities hereunder.
- 2. The portion of <u>CR-66 (Gun Club Road)</u>, to be utilized by Operator hereunder, is that exclusive portion beginning at <u>the intersection of CR-64 (Unity Church Road)</u> and ending at the intersection of SR-33 1(Uniontown Flushing Road). It is understood and agreed that the Operator shall not utilize any of the remainder of Gun Club Road (CR-66) for any of its Pipeline Activities hereunder.
- 3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
- 4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the Railroad Company, or lack of notification by Operator.
- 5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days

written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless accepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be

Considered to be included in the County-Wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a . A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- **c.** The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
- 7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
- 8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
- 9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
- 10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
- 11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
- 12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement
- 13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 15. Agreement shall be governed by the laws of the State of Ohio.

This Agreement shall be in effect on <u>December 14, 2016</u>.

Authority		Operator
By: Matt Coffland /s/	<u>I</u>	By: David Ledonne /s/
Commissioner		
By: Mark A. Thomas /s/		Printed Name: David Ledonne
Commissioner		
By: Ginny Favede /s/	<u>(</u>	Company Name: Ohio Gathering Company, LLC
Commissioner		
By: Fred F. Bennett /s/		Title: Vice President of Ohio Gathering Co, LLC
County Engineer		
Dated: 12/14/16		<u>Dated: 10/24/16</u>
Approved as to Form:		
David K. Liberati /s/ assist P.A.		
County Prosecutor		
Upon roll call the vote was as follows:		
	Mrs. Favede	Yes
	Mr. Coffland	Yes
	Mr. Thomas	Yes

IN THE MATTER OF ENTERING INTO ROAD USE AND MAINTENANCE AGREEMENT WITH STRIKE FORCE EAST, LLC, FOR PIPELINE

AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Strike Force East, LLC, effective December 14, 2016, for the purpose of "Pipeline or Drilling Activity" at 0.06 miles of CR 4 (Willow Grove Road) and 0.18 miles of CR 28B (Banfield Road) for the Lonestar Interconnect Pipeline. *Note: Blanket Bond #B009860 for \$2 million on file.*

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at <u>St. Clairsville</u>, Ohio, by and between <u>THE BELMONT COUNTY COMMISSIONERS</u>, a political subdivision, whose mailing address is <u>101 W. Main St., Courthouse</u>, <u>St. Clairsville</u>, <u>Ohio 43950</u> (hereafter "Authority"), and <u>Strike Force East, LLC</u> whose address is <u>2200 Rice Drive</u>, <u>Canonsburg</u>, <u>PA 15317</u> (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within <u>Richland and Pultney Townships in Belmont County</u>, <u>Ohio</u> and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Lonestar Interconnect pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Lonestar Interconnect pipeline] (hereafter collectively referred to as "oil and gas development site") located in Richland and Pultney Townships in Belmont County, Ohio; and WHEREAS, Operator intends to commence use 0.06 miles of CR 4 (Willow Grove Road and 0.18 miles of CR 28B (Banfield Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the (Lonestar Interconnect pipeline), for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or Drilling Activity"); and WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline or Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline or Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline or Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline or Drilling Activity, prior to the start of Pipeline or Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

- 1. The portion of <u>CR 4 (Willow Grove Road)</u> to be utilized by Operator hereunder, is that exclusive portion beginning at <u>the intersection</u> <u>with TR 219 (Ebbert South Road)</u> and ending at <u>the Pipeline Crossing</u>. It is understood and agreed that the Operator shall not utilize any of the remainder of <u>CR 4 (Willow Grove Road)</u> for any of its Pipeline or Drilling Activities hereunder.
- 2. The portion of <u>CR 28B (Banfield Road)</u> to be utilized by Operator hereunder, is that exclusive portion beginning at <u>the intersection</u> with <u>US 40</u> and ending at <u>CR 4 (Willow Grove Road)</u>. It is understood and agreed that the Operator shall not utilize any of the remainder of <u>CR 28B (Banfield Road)</u> for any of its Pipeline or Drilling Activities hereunder.
- 3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline or Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline or Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
- 4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline or Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
- 5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline or Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline or Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
- 6. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$96,000 & 00/100 DOLLARS (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied: The Operator has obtained a County-Wide Bond (B009860) in the amount of \$2,000,000 (Two Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
- 7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
- 8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
- 9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
- 10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
- 11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
- 12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
- 13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 15. Agreement shall be governed by the laws of the State of Ohio.
- 16. This Agreement shall be in effect on <u>December 14</u>, 2016.

Executed in duplicate on the dates set forth below.

Authority Operator By: Matt Coffland /s/ By: Joshua Snedden /s/ Commissioner By: Mark A. Thomas /s/ Printed name: Joshua Snedden Commissioner By: Ginny Favede /s/ Company Name: Strike Force East, LLC Commissioner By: Fred F. Bennett /s/ Title: Midstream Permitting Specialist County Engineer Dated: 12/14/16 Dated: 11/30/16 Approved as to Form: David K. Liberati /s/ assist P.A. **County Prosecutor** Upon roll call the vote was as follows: Mrs. Favede Yes Mr. Coffland Yes Mr. Thomas Yes

IN THE MATTER OF APPROVING THE RELEASE OF ROAD **USE MAINTENANCE AGREEMENTS (RUMAS) FROM** SUMMITT MIDSTREAM UTICA, LLC, FOR THE USE OF

16.26 MILES/ENGINEERS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the release of a Road Use Maintenance Agreements (RUMAs) dated 1/14/15, 3/4/15, 5/3/15, 8/26/15 and 3/2/16, from Summit Midstream Utica, LLC, for the use of the total of 16.26 miles per Fred Bennett, Belmont County Engineer.

Upon roll call the vote was as follows:

Mrs. Favede Yes Mr. Coffland Yes Mr. Thomas Yes

IN THE MATTER OF APPROVING AND SIGNING THE CORRECTION AND AMENDMENT OF PAID-UP OIL & GAS LEASE AND MEMORANDUM OF PAID-UP **OIL & GAS LEASE WITH GULFPORT ENERGY CORPORATION**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Correction and Amendment of Paid-Up Oil & Gas Lease and Memorandum of Paid-Up Oil & Gas Lease between the Belmont County Board of Commissioners and Gulfport Energy Corporation deleting all references to "Inlot 90 Westlawn Heights Subdivision" as incorrectly described in the original lease dated October 5, 2016.

CORRECTION AND AMENDMENT OF PAID-UP OIL & GAS LEASE AND MEMORANDUM OF PAID-UP OIL & GAS LEASE

STATE OF OHIO 8 KNOW ALL MEN BY THESE COUNTY OF RELMONT

WHEREAS, on the 5th day of October, 2016, **The Belmont County Board of Commissioners, by Ginny Favede as President, Matt** Coffland as Vice President, and Mark A. Thomas as Commissioner, whose collective address is 101 West Main Street, St. Clairsville, OH 43950, (hereinafter collectively referred to as "Lessor"), executed and delivered unto Gulfport Energy Corporation, a Delaware corporation with a mailing address of 14313 N. May Ave., Suite 100, Oklahoma City, OK 73134 (hereinafter referred to as "Lessee"), that certain Paid-Up

Oil & Gas Lease dated effective the 5th day of October, 2016 (hereinafter referred to as the "Lease"), as evidenced by a Memorandum thereof recorded in Volume 648, Page 736, Instrument No. 201600010676, Official Records of Belmont County, Ohio (hereinafter referred to as the "Memorandum"); and

WHEREAS, Lessor and Lessee hereby desire to correct and amend the Lease and Memorandum due to inaccuracies and/or omissions contained therein.

NOW, THEREFORE, for adequate consideration, the receipt and sufficiency of which are hereby accepted and acknowledged, and for and in consideration of the premises and the mutual benefits to be received by each, Lessor and Lessee do hereby agree and declare that the Lease and Memorandum shall be, and the same are hereby corrected and amended, as follows:

Lease and Memorandum incorrectly describe a portion of the leased premises, being Tax Parcel No. 59-00002.000, as being Inlot 90 Westlawn Heights Subdivision. All reference to "Inlot 90 Westlawn Heights Subdivision" in the Lease and Memorandum is hereby deleted in its entirety, and Tax Parcel No. 59-00002.000 shall be correctly described as follows:

Tax Parcel Identification Number; Township/Section/Twp. No./ Range/Qtr; 59-00002.000; Pease/25/4/2/SE

Lessor hereby ratifies, confirms and adopts the Lease and Memorandum as herein amended, and does hereby grant, lease and let exclusively unto Lessee, its successors and assigns, the lands covered therein, subject to all the terms and provisions of the Lease and any

The terms and provisions of this instrument shall be binding upon and shall inure to the benefit of the undersigned, their respective heirs, successors and assigns.

For convenience, this instrument may be executed in multiple counterparts, with each separate counterpart constituting a valid and binding instrument. Each of the undersigned agree that for recording purposes their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to a single instrument.

IN WITNESS WHEREOF, this instrument is executed as of the dates of the acknowledgments below but shall be effective October 5, 2016.

Lessor:

The Belmont County Board of Commissioners

By: *Ginny Favede /s/* Ginny Favede Its: President By: *Matt Coffland /s/* Matt Coffland

Its: Vice President

By: Mark A. Thomas /s/

Mark A. Thomas Its: Commisioner

Lessee:

Gulfport Energy Corporation

By: _

Lester A. Zitkus

Its: Vice President of Land

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF ADOPTING RESOLUTION TEMPORARILY REDUCING LEGAL AXLE LOAD LIMIT ON MEAD TOWNSHIP ROAD 714/ENGINEER

Motion made by Commissioner <u>Favede</u>, seconded by Commissioner <u>Coffland</u> to adopt the following:

RESOLUTION

Whereas, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;

Whereas, the Belmont County Board of Commissioners have received a request from the <u>Mead</u> Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;

Whereas, the Belmont County Engineer has recommended that the Mead Township Trustees' request be granted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on Township Road 714 in Mead Township be reduced by fifty percent (50%) for the period beginning December 15, 2016 and ending April 15, 2017.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF AWARDING BID FOR SANITARY SEWER DISTRICT RADIAL COLLECTOR WELL-NEW LATERAL SCREEN INSTALLATION

PROJECT TO LAYNE CHRISTENSEN COMPANY

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the Belmont County Sanitary Sewer District's Radial Collector Well-New Lateral Screen Installation project to the sole bidder, Layne Christensen Company of Columbus, Ohio, in the amount of \$889,700.00, based upon the recommendation of Jeff Vaughn, Project Engineer.

NOTICE OF AWARD

Layne Christensen Company
6360 Huntley Rd.
Columbus, OH 43229

Project Description: Radial Collector Well - New Lateral Screen Installation

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids.

You are hereby notified that your Bid has been accepted for items in the amount of § 889,700.00.

If you fail to execute said Agreement within fifteen days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 14th day of December, 2016.

Belmont County Commission
Owner
By: Matt Coffland /s/
Mark A. Thomas /s/
Ginny Favede /s/

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF APPOINTING ELIZABETH GLICK AS A MEMBER OF THE BELMONT COUNTY LAW LIBRARY

RESOURCES BOARD

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Elizabeth Glick to the Belmont County Law Library Resource Board to fill the unexpired term of Meg Bizzarri effective immediately and ending December 31, 2019, per the Ohio Revised Code 307 511(D)

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF REAPPOINTING MR. STANLEY BOROVICH AS THE COMMISSIONERS' MEMBER-AT-LARGE REPRESENTATIVE

TO THE BUCKEYE HILLS RC&D EXECUTIVE COUNCIL

Motion made by Mrs. Favede, seconded by Mr. Coffland to re-appoint Mr. Stanley Borovich as the Belmont County Commissioners' Member-at-Large representative to the Buckeye Hills RC&D (Resource, Conservation & Development) Executive Council for a three-year term commencing January 1, 2017.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF APPROVING THE HIRING OF MICHAEL SHERWOOD AS PART-TIME DRIVER/SSOBC

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Michael Sherwood for the position of part-time driver at Senior Services of Belmont County, effective December 19, 2016.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF APPROVING THE HIRING OF STACY SMITH AS PART-TIME DRIVER/COOK/SSOBC

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Stacy M. Smith for the position of part-time driver/cook at Senior Services of Belmont County, effective December 19, 2016.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF APPROVING AND AUTHORIZING

<u>COMMISSION PRESIDENT TO SIGN AMENDMENT NO. 1</u>

TO PASSPORT PROVIDER AGREEMENT BETWEEN AREA AGENCY ON AGING

verify that the Participants' client liability payments, if any, have been paid.

AND SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the Amendment No. 1 to the Passport Provider Agreement dated July 1, 2016 between Area Agency on Aging Region 9, Inc. and Belmont County, dba Senior Services of Belmont County; this amendment allows the Provider (SSOBC) up to 365 days to submit claims to AAA9 for reimbursement. Note: This amendment reflects the Medicaid standard which requires claims to be submitted within 365 days of the provider's date of service.

AMENDMENT NO. 1 TO PASSPORT Provider Agreement

This Amendment No. 1 to the PASSPORT Provider Agreement (Amendment) is between <u>Area Agency on Aging Region 9, Inc.</u> (Ohio Department of Aging's Designee), located at <u>1730 Southgate Parkway, Cambridge, Ohio 43725</u> and <u>Belmont County (Belmont County (Provider)</u>, located at <u>45240 National Road, St. Clairsville, Ohio 43950</u>. The Ohio Department of Aging's (ODA) Designee and Provider, together, are referred to in this Amendment as "the Parties."

Recitals

WHEREAS, ODA's Designee and Provider entered into the PASSPORT Provider Agreement, dated <u>July 1, 2016</u> (Agreement); and WHEREAS, ODA's Designee and Provider agree to amend their Agreement consistent with the new rates adopted by ODM which are applicable to ODA certified long-term care providers of PASSPORT services and upon the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing, upon the agreement of the Parties, for good cause shown, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged below, the Parties agree as follows:

Amendment.

1. Article III: Statement of Work shall be amended to add a new paragraph (D) that shall read as follows:

(D) The maximum reimbursement rates allowable for units of service billed to ODA's designee under this Agreement are established in Appendix A to rule 5160-1-06.1 of the Administrative Code and set in accordance with rule 5160-31-07 of the Administrative Code. Notwithstanding any other provision of this Agreement, for providers of PASSPORT personal care, waiver nursing and home care attendant services, the unit rate of reimbursement for personal care, waiver nursing and home care attendant services shall be equal to the maximum reimbursement rates for those services listed in Appendix A to rule 5160-1-06.1 of the Administrative Code.

The amount of reimbursement to which Provider shall be entitled under this Agreement shall be limited as required by the group rate provisions found in rule 5160-31-07 of the Administrative Code.

2. Article V. Option for Reassignment of Claims and Collection of Client Liability shall be amended as follows, to allow Provider up to 365 days after the date on which a service is provided under this Agreement to submit an invoice for that service to ODA's

Designee:

 $(\sqrt{})$ Yes

() No

The Provider chooses to have ODA's Designee assigned as the Provider's payer of claims for those services that Provider has furnished to Participants enrolled in the Medicaid waiver-funded component of the PASSPORT program:

If the Provider chooses this option (as indicated by a check mark to the left, and initials below), the Provider shall submit an invoice to ODS's Designee for all eligible services furnished by Provider to Participants enrolled in either the state-funded or Medicaid waiver-funded component of the PASSPORT program. The Provider shall submit the invoice in a format prescribed by ODA's Designee, and in the timeframe provided for below. Except as otherwise provided in this Agreement, ODA's Designee shall reimburse the Provider for all authorized services that the Provider furnishes to PASSPORT program Participants in accordance with this Agreement. In addition, ODA's Designee shall accept full responsibility to collect and

Provider understands that services provided to Participants enrolled in the Medicaid waiver-funded component of the PASSPORT program are Medicaid-funded services. Further, the Provider understands that in order to receive federal reimbursement, invoices for all services charged to the Medicaid program are required by law to be submitted to ODM within 365 days of the date on which the services were provided-regardless of whether the invoices are submitted to ODM by the Provider directly, or on behalf of the Provider by ODA's Designee. Therefore, in consideration of the agreement by ODA's Designee to service as the Provider's payer of Medicaid waiver service claims, the Provider agrees to submit all of its invoices to ODA's Designee within 365 days of the date the invoiced services were furnished by the Provider. The Provider understands and accepts that ODA's Designee shall not reimburse Provider for any services invoiced more than 365 days after the date on which the services were provided.

GF Initials

If the Provider chooses this option (as indicated by a check mark to the left, and initials below), the Provider shall invoice ODA and ODM separately, for any eligible services provided to Participants enrolled in the PASSPORT program, as follows:

- A. With regard to any eligible services provided to a Participant enrolled in the Medicaid waiver-funded component of the PASSPORT Program, Provider shall:
 - 1. Verify the client liability payments due, if any, for each Participant to whom Medicaid waiver-funded PASSPORT services were provided, and deduct those amounts from its invoices prior to submitting the invoices to ODM for payment;
 - 2. Within 365 days after the date on which the services were furnished, invoice ODM for all eligible services furnished, using the invoice format prescribed by ODM; and
 - 3. Attempt to collect the amount of the client liability payment owed by the program Participant from the program Participant.
- B. With regard to any eligible services provided to a participant enrolled in the state-funded component of the PASSPORT Program, Provider shall:
 - 1. Verify the client liability payment due, if any, for each Participant to whom state-funded services were provided, and deduct those amounts from its invoices prior to submitting the invoices to ODA's Designee for payment;
 - 2. Within 365 days after the date on which the services were furnished, invoice ODA's Designee for the services furnished using the invoice format prescribed by ODA's Designee; and

3. Attempt to collect the amount of the client liability payment owed by the program Participant from the program Participant.

Initials

3. No Other Changes. ODA's Designee and Provider agree that, except as specifically provided by this Amendment, all other provisions of the Agreement shall remain in full force and effect and no other part of the Agreement is in any way altered, amended, or changed by this Amendment. This Amendment constitutes the sole and complete understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous communications between the parties concerning such subject matter. If there is any conflict between the terms of this Amendment and the terms of the Agreement, as amended, this Amendment shall control. 4. Effective date. The effective date of the Amendment shall be January 1, 2017. This Amendment shall apply to all services rendered on or after January 1, 2017, and shall remain in effect through June 30, 2018, unless the Agreement is further amended or terminated, as described in Article XII of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the dates set forth below.

Ginny Favede /s/ James G. Endly /s/ Signature Signature James Endly Ginny Favede Printed Name Printed Name President Executive Director Title Title <u>12-14-16</u> 12-7-16 Date Date

Upon roll call the vote was as follows:

Mr. Thomas Yes Mr. Coffland Yes Mrs. Favede Yes

IN THE MATTER OF AWARDING BID FOR FULL SERVICE PREVENTATIVE MAINTENANCE PROGRAM FOR ALL HVAC EQUIPMENT AT TWENTY-ONE

LOCATIONS TO H.E. NEUMANN COMPANY

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the full service preventative maintenance program for all HVAC equipment at twenty-one Belmont County locations to H. E. Neumann Company in the amount of \$143,340.00 (Registered Proposal Number PL-04179).

Upon roll call the vote was as follows:

Mrs. Favede Yes Mr. Coffland Yes Mr. Thomas Yes

OPEN PUBLIC FORUM-Richard Hord asked for an update on the Mall Connector Road. Mr. Coffland said the project has come in \$1 million under budget and is progressing well. Mr. Thomas added that ODOT awarded the project to Shelly & Sands last week. He noted Phase II of the project will start March, 2017 with a completion date of October 31, 2018 and it will begin at the intersection of Mall Road and Banfield Road, will continue behind Kmart and will bridge over to I-70. Mr. Thomas said the road will help with traffic safety and flow around the mall and may create more economic development in the area. Mr. Thomas praised the Transportation Improvement District (TID) Board, Commissioner Coffland and Commissioner Favede for all the work they did on this project.

Angela Hatfield, Belmont County Animal Shelter Director, publicly thanked American Electric Power (AEP) for their \$30,000 to the newly created Belmont County Humane Society. Mr. Thomas said the company took a lot of unfair hits on social media regarding a shooting of two dogs by an AEP employee. Ms. Hatfield noted this was not the first donation from AEP and the money will go towards upgrades to the indoor kennels. Mrs. Favede said Ms. Hatfield has been working on establishing a 501(c)3 for 1 ½ years. It will allow them to expand and apply for grants. Mr. Coffland thanked AEP and all who donate to the shelter.

BREAK

9:30 Subdivision Hearing – Warren Township

Re: Dedication Plat for Passmore Lane

Present: Robert Barr, Drafting Technician II. Mr. Barr reviewed maps with the Board of Commissioners. Mr. Barr said the Township Trustees are fine with the dedication.

IN THE MATTER OF FINAL PLAT APPROVAL FOR DEDICATION OF PASSMORE LANE WARREN TOWNSHIP, SEC. 3, T-8, R-6

"Hearing Had 9:30 A.M."

"FINAL PLAT APPROVAL"

O.R.C. 711.05

Motion made by Mrs. Favede to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Dedication of Passmore Lane, Warren Township Sec. 3. T-8, R-6, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees. Mr. Coffland seconded the motion and upon roll call the vote was as follows:

Mrs. Favede <u>Yes</u> Mr. Coffland <u>Yes</u> Mr. Thomas <u>Yes</u>

IN THE MATTER OF ENTERING

EXECUTIVE SESSION AT 9:45 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the dismissal, compensation and employment of public employees.

Upon roll call the vote was as follows:

Mrs. Favede Yes Mr. Coffland Yes Mr. Thomas Yes

IN THE MATTER OF ADJOURNING

EXECUTIVE SESSION AT 10:38 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 10:38 a.m.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

AS A RESULT OF EXECUTIVE SESSION-

IN THE MATTER OF TERMINATING

MARYELLEN DEVAUL, JAIL LPN

Motion made by Mrs. Favede, seconded by Mr. Coffland to terminate full-time Belmont County Jail LPN Maryellen DeVaul's employment effective December 16, 2016 and direct her supervisor to notify Ms. DeVaul of the same.

Upon roll call the vote was as follows:

Mrs. Favede Yes Mr. Coffland Yes Mr. Thomas Yes

IN THE MATTER OF APPROVING AMENDED PAY

SCHEDULE FOR COMMISSIONERS' OFFICE STAFF

AND ADJUST DIRECTORS COMPENSATION

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the amended pay schedule for the Commissioners' Office staff and adjust the Directors compensation, effective December 25, 2016.

PAY SCHEDULE COMMISSIONERS' OFFICE STAFF ADJUSTMENTS FOR EXEMPT STAFF EFFECTIVE 12/25/16 AS PER RESOLUTION DATED DECEMBER 14, 2016

SALARY STEPS HOURLY POSITIONS

	New Hire	120 Prob*.	<u>1 yr.**</u>	<u>2 yr.</u>	<u>3 yr.</u>	<u>4 yr</u>	<u>5 yr</u>
Office Assistant	13.25	14.00	14.75	15.50	16.25	$\overline{17.00}$	17.75
Assistant Clerk	13.75	14.50	15.25	16.00	16.75	17.50	18.25
Assistant Clerk /	16.00	16.75	17.50	18.25	19.00	19.75	20.50
Accounts Payable							
Clerk							

			EXEMPT POSITIONS				
Fiscal Manager	23.92	24.67	25.42	26.17	26.92	27.67	28.42
Clerk	25.19	25.94	26.69	27.44	28.19	28.94	29.69

In addition to the above salary schedule there will also be a longevity stipend which would begin at six years of employment from the hire date and initially start with a thirty-five cents (\$0.35) per hour increase followed by an eight cents per hour (\$0.08) increase for each year thereafter up to twenty-five (25) years. All increases will begin with the pay period in which the hire date falls.

Any current employee whose hourly rate is outside of the maximum step in his/her classification in the pay schedule will receive a onetime one dollar (\$1.00) increase in his/her hourly rate.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

Reconvened Monday, December 19, 2016, at 10:00 a.m. Present: Commissioners Favede, Coffland and Thomas, Barb Blake, Fiscal Manager and Jayne Long, Clerk.

Budget Hearings-

911-Present: Bryan Minder, Director

The Board reviewed the budget spreadsheets. An increase of \$86,760 was requested. Most of the increase is in the line items for repairs and salaries. Two full-time dispatchers have been added and there are added costs with the new union contract. Mr. Minder said \$110,000 was cut from his original June request.

IN THE MATTER OF ENTERING

EXECUTIVE SESSION AT 10:13 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Katie Bayness, HR Administrator and Bryan Minder, 911 Director, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation and employment of public employees Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF ADJOURNING

EXECUTIVE SESSION AT 10:28 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 10:28 a.m.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

AS A RESULT OF EXECUTIVE SESSION-FORTHCOMING ACTION WILL BE TAKEN

Budget Hearings continued-

<u>Divisional Courts</u>-Present: Judges Al Davies, Eric Costine and Chris Berhalter, Clerks Rosalee Ralston and Donna Cottage Ms. Blake prepares their budget. (J. P. Dutton, Commissioner Elect arrived) Probation Officers are not paid out of the General Fund. Ms. Blake transfers \$20,000 to Special Project Fund for each court for their salaries. Judge Davies said another Probation Officer is needed; he feels this could keep people out of jail with extra monitoring and help with the jail overcrowding. Additional money would be needed. The judges

will submit a proposal. Judge Berhalter said Northern Court's expenses have increased. They spent \$31,000 out of Special Project Fund after

^{* 120} calendar days from the date of hire

^{**} One year from the end date of the probationary period

the \$8,000 given to them was gone. They would like it increased to \$14,000 for now. Mr. Thomas said they will cooperate and do what's needed to lower jail overcrowding; they just need to know what programs are being considered by the courts. Mrs. Cottage said the key card provider for the security door at the back is no longer in business. A quote for a new system from Erb Electric for \$6,000 was presented. Ms. Blake will get another estimate. Mrs. Cottage said another issue is their internet service; they would like a credit card to pay the AT&T bill. If the payment is only one day late the service gets shut off and they can't hold court when the internet is down. Ms. Blake suggested contacting ValTech to see what they can do.

Clerk of Courts-Present: Cindy McGee

An increase in salaries for raises was requested.

AS A RESULT OF EARLIER EXECUTIVE SESSION-

IN THE MATTER OF PLACING DOYLE CROOKS,

911 DEPUTY DIRECTOR, ON UNPAID ADMINISTRATIVE LEAVE

Motion made by Mrs. Favede, seconded by Mr. Coffland to place Doyle Crooks, Belmont County 911 Deputy Director, on unpaid administrative leave effectively immediately pursuant to Ohio Revised Coded 124.388.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF ENTERING

EXECUTIVE SESSION

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation and employment of public employees.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF ADJOURNING

EXECUTIVE SESSION AT 12:26 P.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to exit executive session at 12:26 p.m.

Upon roll call the vote was as follows:

Mr. Coffland Yes Mr. Thomas Yes Mrs. Favede Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

IN THE MATTER OF ENTERING

EXECUTIVE SESSION AT 12:28 P.M.

Motion to enter executive session with Katie Bayness, HR Administrator and Attorney Brian Butcher (via phone), pursuant to ORC 121.22(G)(3) Court Action Exception.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF ADJOURNING

EXECUTIVE SESSION AT 12:45 P.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to exit executive session at 12:45 p.m.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

Budget Hearings continued-

<u>CIC</u>-Present: Sue Douglas, Director and Terry Lee, CIC Board President. (Commissioner Thomas was absent)

Commissioner Favede explained all departments are brought in to allow them to speak regarding budget requests. Mr. Lee said they are budgeted \$75,000, but have spent \$135,000 and would like more money if possible. Commissioner Favede said the current Board of Commissioners is putting numbers together; the new board will do the appropriations.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 1:31 P.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 1:31 p.m. Upon roll call the vote was as follows:

Mr. Thomas

on foll call the vote was as follows:

Mrs. Favede

Mr. Coffland

Read, approved and signed this <u>21st</u> day of <u>December</u>, 2016.

<u>Ginny Favede /s/</u>

<u>Matt Coffland /s/</u>

<u>Mark A. Thomas /s/</u>

COUNTY COMMISSIONERS

We, Ginny Favede and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Yes

Yes

Yes

Ginny Favede /s/ PRESIDENT

Jayne Long /s/ CLERK