

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, 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.**

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

Motion made by Mr. Thomas, seconded by Mr. Dutton 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 \$1,045,938.75**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**S30 OAKVIEW JUVENILE REHABILITATION FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S68.006 Hospitalization	\$20,187.50

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers between funds as follows:

**P05 WWS #3 REVENUE AND THE O09 BOND RET-WATERLINE EXT PROJECT/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$525.44

**P05 WWS #3 REVENUE AND OTHER VARIOUS FUNDS/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$36,000.00
E-3702-P005-P34.074 Transfers Out	R-9251-O051-O10.574 Transfers In	\$58,000.00
E-3702-P005-P34.074 Transfers Out	R-9252-O052-O10.574 Transfers In	\$22,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/ HOLDING ACCOUNT CHARGEBACK FOR MARCH, 2017**

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following transfer of funds for the Y-95 Employer's Share PERS/ Holding Account for the month of March, 2017.

**Gross Wages P/E 3/04/17 THRU 3/18/17**

<b>General Fund</b>	<b>FROM</b>	<b>TO</b>	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>5,534.26</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>425.60</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>887.04</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>2,925.24</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>4,891.60</b>
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	<b>212.80</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>6,701.92</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>2,769.12</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>776.08</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>5,906.57</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>8,094.75</b>
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	<b>610.08</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,203.14</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,168.32</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>4,545.68</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,803.50</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>6,948.47</b>
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>7,357.54</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>3,718.68</b>

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SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	13,766.45
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,863.30
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	999.82
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,181.66
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,486.26
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,344.72
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	408.24
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			96,562.84
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,768.79
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,913.91
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	214.93
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	414.54
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	416.08
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	437.50
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	491.47
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	496.44
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	211.12
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	936.04
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	47,308.65
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,236.15
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,045.98
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,067.72
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	13,112.96
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,336.97
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,092.00
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	1,551.65
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	576.72
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	604.87
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	370.48
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,223.25
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,336.74
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	9,712.86
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	928.58
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,845.54
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	158.65
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	39.55
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	7,151.76
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,888.00

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MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,863.59
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	30,017.03
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	15,420.92
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	570.76
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	748.96
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,807.80
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	50.40
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,392.18
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	96.60
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			279,515.18

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING  
THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated April 5, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows:  
**SENIORS**-Sandy Milovac to Pittsburgh, PA, on April 26, 2017, for a senior outing to Trader Joe's and South Hills Mall for the purpose of exercise, shopping and nutrition.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Mr. Thomas made the following announcement:

The Belmont County Board of Commissioners is accepting applications to fill three (3) positions on the **Belmont County Port Authority Board of Directors**. Interested parties may contact the Commissioners' office at [\(740-699-2155\)](tel:740-699-2155) to request an application. Applications will be accepted through April 7, 2017.

**IN THE MATTER OF RESOLUTION TO GENERAL ASSEMBLY  
EXPRESSING NEED FOR FUNDING SUPPORT TO  
OHIO'S 88 COUNTY SOIL & WATER CONSERVATION DISTRICTS  
RESOLUTION**

**WHEREAS**, the **BELMONT COUNTY COMMISSIONERS** recognize the economic challenges facing Belmont County and the State of Ohio; and

**WHEREAS**, the **BELMONT COUNTY COMMISSIONERS** seek to increase economic growth and job development in Belmont County and the State of Ohio; and

**WHEREAS**, the **BELMONT COUNTY COMMISSIONERS** recognize that conservation programs are a critical component to the sustainability of economic development, food development, water quality and the environment, and the quality of life; and

**WHEREAS**, the **BELMONT COUNTY COMMISSIONERS** value the technical assistance, services and programs the BELMONT SWCD provide to Belmont County and the State of Ohio; and

**WHEREAS**, the **BELMONT COUNTY COMMISSIONERS** recognize that strong funding is necessary to enhance urban, suburban, and rural environmental quality to provide for productive soils and clean waters; forestry and wildlife management; improve public health; build sustainable economies and attractive communities; protect fertile farmland and important open spaces; create and maintain adequate recreational opportunities and accompanying infrastructure; and

**WHEREAS**, the **BELMONT COUNTY COMMISSIONERS** believe the BELMONT SWCD is a cost-effective and efficient intergovernmental partnership which leverages local, state and federal funding for the purpose of keeping our county viable and protecting a way of life; and

**WHEREAS**, the **BELMONT COUNTY COMMISSIONERS** financially support the BELMONT SWCD.

**NOW, THEREFORE BE IT RESOLVED**, that the **BELMONT COUNTY COMMISSIONERS** support and urge SWCD state match funding be secured to the 1:1 level by the Ohio General Assembly so that Ohio's 88 county SWCDs can continue providing critical conservation programs and practices needed to keep Ohio's soils productive and water clean, aiding our economy, and enhancing our environment for the quality of life for all Ohioans; and

**BE IT FURTHER RESOLVED**, that the **BELMONT COUNTY COMMISSIONERS** forward this resolution and any other supporting documents to the Ohio General Assembly.

Adopted this 5<sup>th</sup> day of April, 2017.

Motion made by Commissioner Thomas, seconded by Commissioner Meyer to adopt the foregoing resolution and upon roll call the vote was as follows:

Mr. Thomas    Yes    Mr. Meyer    Yes    Mr. Dutton    Yes

**IN THE MATTER OF APPROVING THE REVISION  
TO THE BELMONT COUNTY PERSONNEL POLICY MANUAL**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve a revision to the Belmont County Personnel Policy Manual Section 7 CONDUCT as follows:

Rename Section 7.6 to **Concealed Carry Policy** (Was Concealed Weapons Policy) to comply with the new law and based upon the recommendation of CORSA, the county's insurance carrier.

**BELMONT COUNTY BOARD OF COMMISSIONERS  
PERSONNEL POLICY MANUAL**

**CONCEALED CARRY**

**SECTION 7.6  
Page 1 of 1**

- A. Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordnance onto the property of the County. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.
- B. County employees are prohibited from carrying firearms any time they are working for the County or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing a County identification badge, uniform, or other County issued paraphernalia that an employee is required to wear relative to their employment and working in resident's homes or other sites off County premises. Except for law enforcement officers, no employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a County owned vehicle.
- C. This policy does not prohibit employees, possessing a valid license to carry a concealed handgun, from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted to be (e.g. County Parking Lot). However, the employee must leave the firearm and ammunition in their personal vehicle. Employees are neither permitted to remove their firearm or ammunition from their personal vehicles while at work locations nor are they permitted to bring a concealed firearm or ammunition into a County owned building. The employee's firearm and ammunition must be stored in their personal vehicle in accordance with the storage provisions of the Concealed Carry statute. The firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.
- D. Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon, firearm, or ammunition on County premises. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon or firearm in violation of this policy at any time while they are working for the County, acting within the course and scope of employment, or acting as a representative of the County.

Original Adoption Date: June 10, 2008 Revision Date: April 5, 2017

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING THE AMENDED  
BELMONT COUNTY E-9-1-1 FINAL PLAN**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the amended Belmont County E 9-1-1 Final Plan as approved by the 911 Planning Committee on March 22, 2017.

*Note: The changes reflect the dissolution of the 911 Advisory Board based upon the recommendation of the 911 Planning Committee.*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ENTERING INTO AN OIL AND  
GAS LEASE WITH ASCENT RESOURCES – UTICA, LLC**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners, and Ascent Resources – Utica, LLC, effective April 5, 2017, in the amount of \$5,000 per net leasehold acre for 2.679551 acres, located in Wheeling Township, for a five-year term, 20% royalty. Total Payment Amount: \$13,397.76.

**PAID-UP**

**OIL & GAS LEASE** Lease No.

This Lease made this 5<sup>th</sup> day of April, 2017, by and between: **The Belmont County Board of Commissioners, by Mark A. Thomas, J. P. Dutton, and Josh Meyer**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

**LEASING CLAUSE.** Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for

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use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the Township of **Wheeling**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 8; Range: 4; Section 8; SE ¼: Tax Parcel Nos.: Unknown, being further described as all roadways and alleys as dedicated for public use in the Kinsman Subdivision, including the following: First Alley, Third Alley, Fourth Alley, West Center Street, West Cedar Street, Park Avenue, Wesley Avenue; and including the Kinsman Road sections formerly known as Franklin Avenue, and West Summit Street, Containing 2.679551 acres

and is bounded formerly or currently as follows:

On the North by lands of: **Thomas J. Miller**

On the East by lands of: **R & F Coal Company**

On the South by lands of: **Frances Rose Roush**

On the West by lands of: **Darryl D. Walker**

and described for the purposes of this agreement as containing a total of 2.679551 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from M.C. Coleman, by virtue of Plat Map dated September 28, 1903, and recorded in said County and State in Cabinet B, Slide 180. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M.

**April 5, 2017** (effective date) to 11:59 P.M. **April 4, 2022** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or

oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of **Five (5)** years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) ROYALTY: For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty twenty (20%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from

the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMAGES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or lands pooled or unitized therewith, but Lessee has commenced operations on the leased premises or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the leased premises or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the

primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE Lessor agrees, at no cost to Lessor to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

**The Belmont County Board of Commissioners**

*Mark A. Thomas /s/*

**Mark A. Thomas**

*J. P. Dutton /s/*

**J. P. Dutton**

*Josh Meyer /s/*

**Josh Meyer**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL SERVICE CONTRACTS WITH VARIOUS PROVIDERS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into Emergency Medical Service Contracts, pursuant to ORC 307.05, with the following twenty-two providers for a one-year term beginning April 9, 2017. The following shall provide emergency medical services to the residents of Belmont County within their general jurisdiction and locale, and for services rendered shall be paid by the County the sum of \$6,800.00 each:

Barnesville Fire & EMS; Barton Volunteer Fire Department; Beallsville Emergency Medical Service; Belmont Volunteer Fire Department; Bethesda Volunteer Fire Department; Bridgeport Volunteer Fire Department; Brookside Volunteer Fire Department; Colerain Volunteer Fire Company; Cumberland Trail Fire District; The Flushing Volunteer Fire Department, Inc.; Holloway Volunteer Fire Department; Lafferty Volunteer Fire Department, Inc.; Martins Ferry Fire & Emergency Squad; The Neff Volunteer Fire Department; OR&W Fire District (Shadyside and Mead Twps.); Powhatan Emergency Squad; The Smith Township Volunteer Fire Company; Somerton Volunteer Fire Company; The Spirit of '76 Volunteer Fire Department; Sunset Heights Volunteer Fire Department; Wolfhurst Central Volunteer Fire Department; Yorkville Volunteer Fire Department

**EMERGENCY MEDICAL SERVICES CONTRACT**

This contract is made and entered into this 9th day of April, 2017, by and between the Belmont County Board of Commissioners, hereinafter referred to as the County, and the see above list, hereinafter referred to as the Provider, who is a county, township, municipal corporation, non-profit corporation, joint emergency medical services district or fire and ambulance district located within the State of Ohio.

WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- 1) The Provider is an emergency medical service organization as defined in ORC 4765.01(H).

- 2) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.
- 3) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
- 4) The Provider shall furnish emergency medical services to the residents of Belmont County within their general jurisdiction and locale.
- 5) The Provider shall receive a single payment of \$6,800.00 from the County for the provision of emergency medical services to the residents of Belmont County within its general jurisdiction during the contract period.
- 6) The Provider shall, throughout the duration of this contract, maintain coverage through the Ohio Bureau of Workers' Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.
- 7) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence

and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.

8) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, 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 therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may be liable. The Provider further agrees to defend the 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 of or in any way connected with this contract. This contract shall be in full force and effect from the date of signing for one year unless sooner terminated by the terms hereof.

**BELMONT COUNTY COMMISSIONERS (SEE ABOVE LIST OF ENTITIES)**

Mark A. Thomas /s/ \_\_\_\_\_

J. P. Dutton /s/ \_\_\_\_\_

Josh Meyer /s/ \_\_\_\_\_

**APPROVED AS TO FORM:**

By David K. Liberati /s/ \_\_\_\_\_

Title David K. Liberati, Belmont County \_\_\_\_\_

Assistant Prosecuting Attorney \_\_\_\_\_

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING PAYMENT OF PAY REQUEST #11 FOR WDC GROUP/COURTHOUSE RESTORATION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the payment of Invoice #16105.11 (Pay Request #11) for WDC Group, in the amount of \$7,581.03 for professional services associated with the Belmont County Courthouse Restoration Project.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING PAYMENT OF PAY REQUEST NUMBER 3 FROM DAGOSTINO ELECTRONIC SERVICES, INC/SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the payment of Pay Request Number 3 (through 03/31/17) from Dagostino Electronic Services, Inc., in the amount of \$10,030.01 for the hardware and installation of security and communication systems at the new Senior Services of Belmont County – Community Building.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 29, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**Discussion-**

Mr. Thomas stated the 911 Advisory Board has been in place for a while, they met monthly at first, but with less and less work for the board to do they started meeting every other month, with the meetings only lasting 15 to 20 minutes. He said the Planning Committee met and decided to dissolve the Advisory Committee Board. The Planning Committee consists of Commissioner Thomas; 911 Director Bryan Minder; Richland Township Trustee Greg Bizzarri and Mayor Robert Krajnyak of Martins Ferry.

Mr. Thomas noted the EMS contracts increased by \$300 this year.

Mr. Thomas gave an update on the Courthouse Restoration Project. He said the painting contractors will drape the courthouse as soon as there is no chance of freezing, roof work (slate) continues and mortar work will begin soon. Mr. Thomas said the project is on target for completion.

Mr. Dutton said he was glad to do the resolution in support of the Soil and Water Conservation District and said they do critical work with landowners and techniques.

**OPEN PUBLIC FORUM-**Richard Hord asked if there is a concern regarding the proposed Federal budget cuts to Meals on Wheels. Mr. Dutton said our Senior Services Director thinks we will still be okay. He said the proposed cuts are preliminary and Congress will ultimately decide. He said a lot of programs are being looked at. Mr. Dutton said it will be unfortunate if the Meals on Wheels program is cut, but feels we can weather the storm.

Mr. Hord inquired when the move to the new Senior Services Community Building will take place. Mr. Thomas said they are working on some final issues such as waiting for the Health Department Certificate of Occupancy and paving the lot. He said there is no finite date for the opening, but it will be announced.



April 5, 2017

Mr. Hord also inquired about the status of the Sheriff's Residence Museum. Mr. Thomas replied it was opening tomorrow.

**9:30 Vince Gianangeli, Director, BCDJFS**

**Re: Child Abuse Prevention Month Proclamation**

Present: BCDJFS Director Vince Gianangeli and Children Services staff. Mr. Gianangeli said the blue pinwheels are to bring attention to the problem. He said they had 1,365 calls in 2016 which resulted in 628 investigations involving 1,100 children. Mr. Gianangeli said to call their agency if you see or suspect abuse.

**IN THE MATTER OF ADOPTING THE PROCLAMATION  
DESIGNATING APRIL AS CHILD ABUSE PREVENTION MONTH**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adopt the proclamation designating April as Child Abuse Prevention Month.

**PROCLAMATION**

**IN HONOR OF**

**CHILD ABUSE PREVENTION MONTH**

**WHEREAS**, Belmont County recognizes each April as Child Abuse Prevention Month, and acknowledges that we must work together to increase awareness about child abuse and continue to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment; and

**WHEREAS**, community efforts are instrumental in combating the long-term effects of child abuse including psychological, emotional and physical effects that can have lifelong consequences for victims of abuse; and

**WHEREAS**, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community and faith-based organizations, businesses and law enforcement agencies; and

**WHEREAS**, over 1,000 children were served in Belmont County in 2016 as a result of reports from concerned community members who play a positive role in supporting our young people and their families; and

**WHEREAS**, the Belmont County Board of Commissioners and the Belmont County Department of Job and Family Services support and promote the partnership between the State of Ohio, county and local, public and private agencies and our community to prevent child abuse and neglect; and

**WHEREAS**, Belmont County residents celebrate children, this county's GREATEST resource and the community leaders of tomorrow.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Belmont County Commissioners that they do hereby designate APRIL 2017 as "CHILD ABUSE PREVENTION MONTH" throughout the County of Belmont.

Adopted this 5<sup>th</sup> day of April, 2017

**BELMONT COUNTY COMMISSIONERS**

*Mark A. Thomas /s/*

*J. P. Dutton /s/*

*Josh Meyer /s/*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF AUDITOR OF STATE AWARD FOR  
AREA 16 WORKFORCE DEVELOPMENT BOARD**

**Vince Gianangeli, Director of Department of Job and Family Services**

**Re: Auditor of State Award with Distinction**

Present: Vince Gianangeli; Lynne Zanke, DJFS Fiscal Worker; Jack Regis, DJFS Budget Officer; DJFS Clerk Donna Yocum; County Auditor Andy Sutak; Erika Kernik, Tina Moore and Lori Alderman of the local State Auditor's office; Jim Armeni, State Auditor's Office and Robert DeFrank, Times Leader. Mr. Armeni, liaison for Ohio Auditor David Yost, presented the award to Mr. Gianangeli and read a letter of congratulations from State Auditor Yost. The letter stated the Auditor of State award is given to those entities that file timely financial reports as well as receive a "clean" audit report. The "clean" audit report means that your financial audit did not contain findings for recovery, material citations, material weaknesses, significant deficiencies, Single Audit findings or any questioned costs. Mr. Gianangeli noted the DJFS fiscal staff has served as the official fiscal agent for WIA Area 16 since 2004.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:10 A.M.**

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

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:35 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:35 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**AS A RESULT OF EXECUTIVE SESSION-**

**IN THE MATTER OF ISSUING A SUSPENSION TO  
SENIOR SERVICES EMPLOYEE RONALD SWEARINGEN**

Motion made by Mr. Thomas, seconded by Mr. Dutton to issue a suspension to Senior Services employee Ronald Swearingen to be served April 18 -20, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING TERMINATION OF  
COLIN DUNCAN, SENIOR SERVICES DRIVER**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the termination of Colin Duncan, Senior Services of Belmont County Driver, effective April 5, 2017 and direct his supervisor to notify Mr. Duncan of the same.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
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April 5, 2017

Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:39 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 10:39 a.m.  
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Read, approved and signed this 12th day of April, 2017.

Mark A. Thomas /s/ \_\_\_\_\_

J. P. Dutton /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

Josh Meyer /s/ \_\_\_\_\_

We, Mark A. Thomas 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.

Mark A. Thomas /s/ \_\_\_\_\_ PRESIDENT

Jayne Long /s/ \_\_\_\_\_ CLERK