

St. Clairsville, Ohio

February 14, 2018

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

Mr. Dutton noted the Board will be reconvening at 11:00 a.m. Thursday for regular business.

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

Motion made by Mr. Dutton, seconded by Mr. Meyer 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 \$426,397.25

Upon roll call the vote was as follows:

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

L01 SOIL CONSERVATION FUND AND L05 WATERSHED COORDINATOR/BSWCD

FROM	TO	AMOUNT
E-1810-L001-L01.002 Salaries	R-1815-L005-L05.574 Transfers In	\$17,119.00

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

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9252-O052-O10.574 Transfers In	\$11,000.00
E-3702-P005-P34.074 Transfers Out	R-9251-O051-O10.574 Transfers In	\$32,500.00
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$19,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the February 14, 2018 meeting:

A00 GENERAL FUND

E-0131-A006-A04.002	Salaries-Road Deputies	\$710.72
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H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H14.000	Belmont Co. OWIP	\$3,000.00
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002	Salaries	\$76,486.00
E-1810-L001-L02.010	Supplies	\$2,200.00
E-1810-L001-L05.011	Contract Services	\$6,000.00
E-1810-L001-L07.000	Service Fee	\$1,000.00
E-1810-L001-L08.000	Scholarship/Education	\$3,000.00
E-1810-L001-L10.000	Advertising/Printing	\$2,000.00
E-1810-L001-L11.003	PERS	\$1,833.33
E-1810-L001-L13.005	Medicare	\$1,000.00
E-1810-L001-L14.000	Other Expenses	\$5,000.00

L05 WATERSHED COORDINATOR/BSWCD

E-1815-L005-L01.002	Salaries	\$12,713.00
E-1815-L005-L11.003	PERS	\$1,680.00
E-1815-L005-L13.005	Medicare	\$174.00
E-1815-L005-L15.006	Hospitalization	\$2,552.00

T11 BEL.CO COMMISSIONERS CDBG

E-9702-T011-T01.000	Grants	\$125,267.85
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U10 SHERIFFS RESERVE ACCOUNT FUND

E-9710-U010-U06.000	Other Expenses	\$148.98
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Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR 2017 WORKERS' COMPENSATION TRUE-UP FINAL PAYMENT CHARGEBACKS

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for 2017 Workers' Compensation True-Up Final Payment Chargebacks.

2017 WORKERS' COMPENSATION TRUE-UP FINAL PAYMENT

ACCOUNT NAME	FROM ACCOUNT	TO ACCOUNT	2017 FINAL FEB. PYMT.
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OTHER AGENCIES			
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	223.05
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	40.89
TOTAL WORKERS' COMP.			263.94

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **T11 GRANT MONIES-\$125,267.85** deposited into R-9720-T011-T01.501 on 02/14/18.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated ___February 14, 2018, 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. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Meyer granting permission for county employees to travel as follows:
DJFS-Vince Gianangeli, Valerie Gardner, Beth Johnson and Judy Clovis to Mt. Sterling, OH, on April 18-20, 2018, to attend the Ohio Council on Welfare Fraud Conference. Estimated expenses: \$1,625.78
SSD-Craig Harris and Brian Street to Nelsonville, OH, and Lancaster, OH, to tour the water treatment plants and facilities. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 7, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT FOR TMI PROPERTY MANAGEMENT LLC, DBA ST. CLAIRSVILLE RESIDENCE INN

Motion made by Mr. Dutton, seconded by Mr. Meyer to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a stock transfer for Liquor Permit Number 89700200015 for TMI Property Management LLC, DBA St. Clairsville Residence Inn, 50694 Ohio Valley Pl & Patio, Richland Township, St. Clairsville, OH 43950.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTING COMMISSIONER J. P. DUTTON, COMMISSIONER JOSH MEYER AND COMMISSIONER MARK A. THOMAS TO THE TAX INCENTIVE REVIEW COUNCIL

Motion made by Mr. Dutton, seconded by Mr. Meyer to appoint Commissioner J. P. Dutton, Commissioner Josh Meyer and Commissioner Mark A. Thomas to the Tax Incentive Review Council.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH JUST RIGHT HOMECARE, INC. FOR HOMEMAKER/PERSONAL CARE SERVICES/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into contract with Just Right Homecare, Inc., at the hourly rate of \$17.50, on behalf of Senior Services of Belmont County, for Homemaker/Personal Care Services effective March 1, 2018 through February 28, 2019 (with option to renew), based upon the recommendation of Gary Armitage, Executive Director.

**BELMONT COUNTY COMMISSIONERS
d/b/a/SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services
March 1, 2018 – February 28, 2019 (with Option to renew)**

This contract ("Contract") is entered into as of the 1st day of **March, 2018**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** ("Purchaser" or "SSOBC") and Just Right Homecare, Inc. ("Contractor"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSOBC, and the standards and requirements stated in this Contract.

1. PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSOBC's homemaker and personal care services program ("Clients") during the period beginning March 1, 2018 through February 28, 2019, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.

2. PARTIES

The parties to this Contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
d/b/a Senior Services of Belmont County
101 West Main Street

St Clairsville, Ohio 43950

Contractor: Just Right Homecare, Inc.
attn: Janice Ross, President
2197 National Road
Wheeling, WV 26003

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2018, and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBOC and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2019, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2019. The renewal or extension may not extend beyond February 29, 2020.

4. SCOPE OF WORK

Subject to the terms and conditions set forth in this Contract, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this Contract and faithfully perform all things to be done under it by Contractor, including the following:

Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications for personnel that would be required of agency providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01.

To that end, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by SSBOC, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples of components of a homemaker service are:

- a. Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
- b. Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away) (Contractor's personnel shall not climb ladders, stools, or the like to perform duties under this Contract); and,
- c. Routine transportation tasks: Performing an errand outside of the presence of the Client ("consumer") (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBOC, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living ("ADL'S) and instrumental activities of daily living ("IADL'S). Examples of components of personal care service are:

- a. Tasks that are components of a homemaker service; if the tasks are specified in the Client's consumer's care plan and are incidental to the care furnished, or are essential to the health and welfare of the Client, rather than the Client's family (the tasks include routine meal-related tasks, routine household tasks, and routine transportation tasks);
- b. Tasks that assist the Client with managing the household, handling personal affairs, and providing assistance with self-administration of medications;
- c. Tasks that assist the Client with ADL's and IADL's; and
- d. Respite services.

The provider shall only perform a homemaker or personal care service in the Client's home, with the exception of routine transportation tasks. With Purchaser's permission, Contractor may also provide homemaker and personal care coordination services under this Agreement in a manner that complies with Area Agency on Aging Region 9 Inc.'s Care Coordination Program, provisions of this Agreement, and applicable state or federal laws, regulations, and grant provisions governing such services.

The Contractor must comply with any rules and regulations for qualifications, organizational structure, supervision of staff, standards of care, etc., that apply to providers of homemaker and personal care services under Ohio Administrative Code Chapter 173-3 and in particular 173-3-06.4 and 173-3-06.5, all as amended from time to time. Furthermore, Purchaser has sought contractors that are Medicaid certified as agency providers of homemaker and personal care services. To clarify: Purchaser does not expect the Contractor to provide Medicaid services under this Contract; however, Medicaid requires that Medicaid providers meet certain qualifications that would be advantageous to Purchaser and the Clients, and Purchaser wishes to require the same qualifications under this Contract. Consequently, Contractor must continue to be Medicaid certified to provide homemaker and personal care services during the term of this Contract, in accordance with Ohio Administrative Code Sections 173-39-02 and 173-39-02.8 and 173-39-02.11.

2. Contractor agrees not to use any information or records created under this Contract for any purpose other than to fulfill the Contractual duties specified within this Contract.

3. The Contractor shall submit invoices in accordance with Article 7 of this Contract.

4. The Contractor will submit reports monthly (or as otherwise directed by SSBOC) detailing the services and number of hours of service provided to Clients under this Contract. Also, if Purchaser makes an electronic reporting system available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.

5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.

6. Contractor agrees to communicate any issues or concerns related to this Contract to Purchaser in a timely manner so they can be properly addressed. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from SSBOC.

7. Contractor may not contract with the Clients for other services without SSBOC's permission. **Purchaser Responsibilities**

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this Contract.

2. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.

3. Purchaser agrees to communicate any issues or concerns related to this Contract to Contractor in a timely manner so they can be properly addressed.

5. AVAILABILITY OF FUNDS; OWNERSHIP OF LOCAL, STATE, OR FEDERAL MATCHING FUNDS; COOPERATION IN STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this Contract are contingent upon the continued availability of funds. It is understood and agreed that the Commissioners, whether d/b/a SSBOC or otherwise, may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this Contract shall be construed to require the Commissioners, whether d/b/a SSBOC or otherwise, to fund this Contract from the general revenue funds of Belmont County.

Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this Contract as a result of:

the use of the Belmont County levy funds; and/or
the payments made by the County or SSBOC;

under this Contract are the property of Belmont County, and if the Contractor receives any such funds or if the Contractor's personnel receive any voluntary contributions from Clients or their families for homemaker or personal care services (donations), the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County (or if donations, then as directed by Purchaser) at the time and in the manner directed by the Purchaser or Purchaser's designee.

6. ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized pursuant to this Contract.

7. BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted by the Contractor weekly. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty (30) day period has expired.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor.

Contractor shall provide invoicing under the terms and conditions outlined by the Commissioners or SSBOC, including but not limited to the purchase of a monthly subscription to ServeTracker via Accessible Solutions, and provide data entry via said system. If Purchaser requires invoicing under a different system, Purchaser will so notify Contractor.

The following cost schedule is based upon performing the services herein described.

Purchaser will pay seventeen dollars and fifty cents (\$17.50) per each one hour of service to a client.

The above costs are all inclusive consisting of labor, equipment, taxes, etc. There will be no further charges to the Purchaser over and above the cost of the hours of service.

8. DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

9. AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to, and complying with any audit or audit exception by federal, State of Ohio, or local audit directly related to the performance of this Contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. If an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this Contract, if evidence exists of less than complete compliance with the provisions of this Contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

10. INTELLECTUAL PROPERTIES

Contractor's client records/files, manuals, guidelines, and forms are the property of Contractor and so shall be deemed the Contractor's property when term of this Contract expires.

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc.

Any asset Contractor obtains outside the scope of this Contract funding is the property of the Contractor.

11. WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

12. INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

13. NOTICE

Notice as required under this Contract shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this Contract.

14. AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this Contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this Contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

15. CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this Contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this Contract is prohibited.

To ensure that all health information provided to the Contractor is used or disclosed only in accordance with the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA), or in accordance with other applicable Federal/State Regulations/Law, the Contractor enters into a Business Associate Agreement (See Appendix 1, Business Associate Agreement) with Purchaser.

16. CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this Contract precludes, prevents, or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this Contract and does not violate this Contract. Contractor warrants that at the time of executing this Contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this Contract. Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, the Board of County Commissioners (whether d/b/a SSBOC or otherwise), or other county employees involved in the negotiation of this Contract or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this Contract, Purchaser may exercise any of its rights under this Contract including termination, cancellation, rescission, remuneration, repayment, and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

17. COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this Contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Purchaser's policy in the performance of work under this Contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this Contract or this Contract shall be void as of that date. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this Contract.

And although Contractor has represented elsewhere in this contract that it will comply with applicable law, Contractor's compliance with Ohio Revised Code Section (R.C.) 307.851 warrants specific mention, in that:

Contractor shall keep current and accurate accounts of its use of the moneys it receives from the County;

Contractor shall, at least annually, shall have an audit performed in accordance with rules adopted by the auditor of state under R.C. 117.20 of any services it has performed with County moneys. A copy of the fiscal audit report shall be provided to the Commissioners, the County Auditor, and the Auditor of State;

Contractor shall be liable to repay to the County any County moneys it receives that are improperly used;

Contractor shall repay to the Commissioners all County moneys remaining unused at the end of the fiscal year or other accounting period for which the Commissioners paid the moneys, except that, when the recipient is to receive County moneys in the next succeeding fiscal year or other accounting period following the fiscal year or other accounting period for which the Commissioners paid the moneys, the recipient need not repay the County moneys remaining unused; and

Contractor shall provide the Commissioners annually a summary of the service activities it has performed with County moneys.

18. RELATIONSHIP

Nothing in this Contract is intended, or shall be interpreted, to constitute a partnership, association, or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent Contractor without the right or authority to impose tort, contractual, or any other liability on Purchaser or Belmont County.

19. ASSIGNMENTS

Contractor shall not assign this Contract without express, prior, written approval of Purchaser.

20. SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this Contract, or any part thereof, without the express, prior, written approval of Purchaser. In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this Contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this Contract.

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous contract would be governed by that contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2018 are governed by this Contract.

Any modification or amendment to this Contract shall be done in writing executed by all parties to this Contract, including any modification involving proportional payment for services performed below the standards stated in this Contract.

22. TERMINATION

This Contract may be terminated by either party upon notice in writing delivered upon the other party sixty (60) days prior to the effective date of termination (but see also Article 23 below). Any funds paid under this Contract for services to be performed after the date of termination shall be repaid within one (1) month, subject to the same exceptions to that repayment schedule as are set forth in Article 9 of this Contract. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article 7 to the Contractor.

23. BREACH OF CONTRACT

Should either party fail to perform as required under this Contract, that failure of performance shall be a breach of this Contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission, and modification, as defined herein and at the non-breaking party's discretion. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify, and demand remuneration and/or repayment (as applicable), the non-breaching party is not required to avail itself of any of these rights and may choose to continue this Contract, at its discretion.

24. WAIVER

Any waiver of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

25. INDEMNIFICATION

Contractor agrees to hold Commissioners and Purchaser harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party's officers, employees and agents in the performance of this Contract. Contractor is responsible for maintaining their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this Contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this Contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Commissioners or Purchaser, their officers, employees and agents, it being intended hereby that no other assets of Belmont County or Purchaser shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.

26. GOVERNING LAW AND FORUM

This Contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this Contract shall be filed in the courts of Belmont County, Ohio when possible.

27. SEVERABILITY

If any term or provision of this Contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

28. NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60); the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

During performance of this Contract, Contractor will not unlawfully discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, military status, veteran status, genetic information, age, political belief, or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of

discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of Contractor.

Contractor, a subcontractor, or any person acting on behalf of Contractor shall not unlawfully discriminate against or intimidate or retaliate against any employee hired for the performance of this contract for any of the reasons listed paragraph 1 of this Section 28.

29. CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, Ohio Department of Job and Family Services, and any other child support enforcement agency in ensuring that Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this Contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

30. PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Belmont County’s Ohio Works First customers.

31. DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

32. COPELAND “ANTI-KICKBACK” ACT

Contractor will comply with applicable provisions of 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 3.

33. DAVIS-BACON ACT

Contractor will comply with applicable provisions of 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with applicable provisions of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

35. PUBLIC RECORDS

This Contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this Contract promptly available to the requesting party. Contractor may charge a fee for this service. That fee is set by Contractor, but must be reasonable based on a price per copy.

36. CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

37. ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

38. COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

39. PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

40. PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this Contract, Contractor will reasonably cooperate with Belmont County and SSBoc’s efforts to qualify the County’s homemaker and personal care services program for participation and reimbursement under Title III of the Older Americans Act.

Signature page next follows.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SSBoc

<u>J. P. Dutton /s/</u>	<u>2-14-18</u>
J.P. Dutton, President, Belmont County Commissioners	Date
<u>Josh Meyer /s/</u>	<u>2-14-18</u>
Josh Meyer, Vice President Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>2-14-18</u>
Mark A. Thomas, Belmont County Commissioner	Date
<u>Gary B. Armitage /s/</u>	<u>2-14-18</u>
Gary B. Armitage, Executive Director Senior Services of Belmont County FOR JUST RIGHT HOMECARE, INC.	Date
<u>Janice L. Ross /s/</u>	<u>2-08-18</u>
Janice L. Ross, President	Date
APPROVED AS TO FORM	
<u>David K. Liberati /s/</u>	<u>2-14-18</u>
David K. Liberati	Date
Assist. Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE VEHICLE MAINTENANCE AGREEMENT BETWEEN THE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE COMMISSIONERS DBA SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Senior Services of Belmont County, effective March 1, 2018 through February 28, 2019.

VEHICLE MAINTENANCE AGREEMENT
Between the
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
and the
BELMONT COUNTY COMMISSIONERS dba
SENIOR SERVICES OF BELMONT COUNTY

I. PURPOSE

This Agreement is made this 1st day of March, 2018 by and between the Belmont County Board of Developmental Disabilities (*hereinafter County Board*) and the Belmont County Commissioners doing business as Senior Services of Belmont County (*hereinafter Senior Services*) for the purpose of the County Board providing vehicle maintenance for vehicles owned by the Belmont County Commissioners and used by Senior Services of Belmont County.

II. TERM

This Agreement shall be in effect from March 1, 2018 through February 28, 2019.

III. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

- A. The County Board shall provide routine maintenance on Senior Services' vehicles (based on a schedule developed by Senior Services and the County Board Mechanic Supervisor) at the rate of \$25.50 per hour plus cost of any necessary parts.
- B. The County Board shall provide other than routine maintenance on Senior Services' vehicles (based on Senior Services' need) at the rate of \$49.00 per hour plus cost of any necessary parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

V. SENIOR SERVICES' RESPONSIBILITIES

- A. Senior Services shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. Senior Services shall schedule other than routine maintenance with the County Board Mechanic Supervisor.

VI. BILLING AND PAYMENT

- A. The County Board shall bill Senior Services for vehicle maintenance services at the end of the month, if services have been provided during that month.
- B. Senior Services shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

VII. ROUTINE MAINTENANCE SCHEDULE

- A. The County Board Mechanic and Senior Services Executive Director or designee shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered "routine maintenance" for the purpose of this Agreement.
- B. A copy of the routine maintenance schedule shall be attached and become part of this Agreement.
- C. Any maintenance procedures not included on the routine maintenance schedule shall be considered "other than routine maintenance" and shall be billed at the higher rate.
- D. Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the Senior Services' Executive Director.

VIII. NON-DISCRIMINATION POLICY

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, sex, creed, disability, or national origin.

IX. SIGNATURES

Belmont County Board of Developmental Disabilities	
<u>Stephen L. Williams /s/</u>	2-12-18
Stephen L. Williams, Superintendent	Date
Belmont County Board of Commissioners	
<u>J. P. Dutton /s/</u>	2-14-18
J.P. Dutton	Date
<u>Mark Thomas /s/</u>	2-14-18
Mark Thomas	Date
<u>Josh Meyer /s/</u>	2-14-18
Josh Meyer	Date

Approved as to form:
 By David K. Liberati /s/ Assist P. A. 1-18-18
Daniel P. Fry, Prosecuting Attorney **Date**

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ADDENDUM TO ROADWAY USE MAINTENANCE AGREEMENT WITH BLACK & VEATCH CORPORATION DATED DECEMBER 20, 2017

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the Addendum to the Roadway Use Maintenance Agreement with Black & Veatch Corporation, dated December 20, 2017, to add an additional 750' of CR 10 (Black Oak Road) and an additional 25' of CR 68 (Flushing North East Road).

Note: Bond number 09273124 for \$268,000 is on file which is sufficient to cover the additional length.

February 2, 2018
 Belmont County Engineer's Office
 101 West Main Street
 St. Clairsville, OH 43950

: Flushing-Smyrna
 Cambridge Station and Line Rebuild
 B&V Project: 195482
 B&V File: 34.6000
 Letter No. : L-001

Attention: Dan Boltz,
 Subject: Flushing-Smyrna
 Belmont County RUMA Addendum

Dear Dan,
 Black & Veatch would like to request an Addendum to the RUMA that was entered into on December 20, 2017 between The Belmont County Commissioners and Black & Veatch Corporation. We would like to request use of an additional 750' of CR 10 (Black Oak Road) and an additional 25' of CR 68 (Flushing North East Road).

February 14, 2018

The use of CR 10 (Black Oak Road) begins at the North driveway entrance located at Lat: 40.1427, Lon: -81.0548 and will end at the South driveway entrance located at Lat: 40.1397, Lon: -81.0538 for a total distance of .23 miles. This is an asphalt surface making the bond value \$92,000.00.

The use of CR 68 (Flushing North East Road) begins at the County line at Lat: 40.1655, Lon: -81.0514 and will end at structure 54 located at Lat: 40.1580, Lon: -81.0541 for a total distance of .59 miles. For bond purposes .49 miles of the surface is gravel making the bond value \$49,000.00 and .1 mile of the surface is chip n seal making the bond value \$20,000.00.

Bond number 09273124 was originally posted with original RUMA in the amount of \$268,000.00 (\$107,000.00 more than what is required); therefore a new Bond will not be posted.

This Addendum shall be in effect on February 14, 2018.

Executed in duplicate on the dates set forth below.

Very truly yours,
Black & Veatch Corporation
David L. Abrams
Executive Vice President

Ksm

Authority

By: Mark A. Thomas /s/

Commissioner

By: J. P. Dutton /s/

Commissioner

By: Josh Meyer /s/

Commissioner

By: Terry Lively /s/

County Engineer

Dated: 2/14/18

Dated: 2/5/18

Approved as to Form:

David K. Liberati /s/ Assist PA.

County Prosecutor

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between the Belmont County Commissioners and Ascent Resources - Utica, LLC, effective February 14, 2018, in the amount of \$5,750 per net leasehold acre for 21.3770 acres, Parcel Numbers 33-00032.001, 32-01368.020 and 32-01368.021, located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$122,917.75.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 14th day of February, 2018, by and between: **The Belmont County Board of Commissioners, by J.P. Dutton as President, Josh Meyer as Vice President, and Mark A. Thomas as Commissioner**, 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 use in development of the Leasehold or other lands.

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

Township: 07, Range: 04; Section 32: Tax Parcel No.: 33-00032.001, Containing 12.1380 acres

Township: 07, Range: 04; Section 33: Tax Parcel No.: 33-01368.020, Containing 1.8900 acres

Township: 07, Range: 04; Section 33: Tax Parcel No.: 33-01368.021, Containing 7.3490 acres

and described for the purposes of this agreement as containing a total of 21.3770 Leasehold acres, whether actually more or less. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

See attached Exhibit "A" attached hereto and made a part hereof.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. February 14, 2018 (effective date) to 11:59 P.M. February 13, 2023 (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 (iii) 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

J. P. Dutton /s/

By: J.P. Dutton, President

Josh Meyer /s/

By: Josh Meyer, Vice President

Mark A. Thomas /s/

By: Mark A. Thomas, Commissioner

Upon roll call the vote was as follows:

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

APPROVED AS TO FORM:

David K. Liberati /s/ Assist. PA

PROSECUTOR

**IN THE MATTER OF AWARDING THE BID FOR PROJECT 17-1
BEL VAR PAVEMENT MARKINGS PHASE 3 TO
AERO-MARK, INC/ENGINEER'S DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to award the bid for the Belmont County Engineer's Project 17-1 BEL VAR PAVEMENT MARKINGS PHASE 3 to the low bidder, Aero-Mark, Inc., in the amount of \$88,330.00, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Mike Bianconi questioned the transfer last week of a Quit Claim Deed to the Port Authority. He said Larry Merry, Port Authority Director, told him that it was for 88 acres and sold to an individual in Barnesville. Mr. Bianconi feels all should have an opportunity to buy county property and that it should be advertised. He hopes the Board of Commissioners do all in their power to stop this. He thinks someone might pay more than the \$7000 per acre. Mr. Dutton said this property has been a source of conversation for economic development purposes for quite some time and offers have been brought to the Board in the past. He said there is a lot of talk from the state of lack of economic development sites in the area and the state has pressured Belmont County to develop more sites-they want more sites ready if the "cracker" plant comes. Mr. Dutton said the property has been on the Jobs Ohio website for over a year so it's not as if the property has just been sitting. After an offer was received the Port Authority went and spoke to Barnesville Mayor and Council because the property has been a source of conversation in the Barnesville area. Mr. Dutton has also had conversations with the Mayor and Council President to get their take on the property and how it fit into the long term future for Barnesville's economic development. Mr. Thomas said in 2014 the property was listed on the Port Authority's site with instructions to Mr. Merry to move it. In four years there has been very little interest in it. Mr. Thomas said when you look at the Fox Commerce Park, as an example, those lots were not auctioned. He said this is no different than Mr. Merry working with Martins Ferry or Bellaire to sell property in their industrial parks. Mr. Dutton said he can't stress enough that they are trying to make an environment to bring more jobs to our area and provide sites for the companies to come into. Mr. Merry said he has a list of twenty-two other properties he would be thrilled to get offers on that are listed on the Jobs Ohio site. He said he has been trying to get something at the Tacoma property ever since he came to Belmont County. Five years ago the county transferred some property to the Port Authority and now there are a bunch of new buildings on it as part of JEDD II and 150-200 jobs associated with that in the Barnesville area. Mr. Merry said, "We are in an absolute race right now, at the Port Authority, to try to gather up sites so that we can have a place to have the "cracker" have a greater effect on this region, let alone whatever else is going on here with the shale gas. We have very few good marketable sites." He said above market price was paid for the 88 acres. Only 30-35 of the acres are marketable, usable acreage, and it was a very fair price for the community. They are working to bring jobs and provide opportunities to the county. Kathy Kelich, Belmont County Treasurer, asked if the mineral rights were retained. Mr. Thomas said he didn't think the County owned them but would have retained them if we did.

Assistant Fire Chief Tim Hall, Cumberland Trail Fire Department, introduced Fire Chief John Slavik. Assistant Chief Hall inquired about the proposed contract sent to the Commissioners on February 5th regarding EMS transportation for the County Jail. He said it was brought to their attention in mid-summer 2017 they did not receive any payments for services provided to the County Jail. They had met with Sheriff Lucas and his administration last August. Sheriff Lucas explained his current budget would not allow for those expenditures at the current time. On September 12, 2017, the Commissioners were contacted about this issue and on December 6, 2017, representatives from Cumberland Trail Fire Department attended the Commissioners' meeting. Assistant Chief Hall said Cumberland Trail was able to produce contracts from 1995 to 2002 between the county and Cumberland Trail Fire Department for the exact reason they are in attendance today. They also provided the Board of Commissioners with ORC language pertaining to payment of outside medical provider for necessary care, ORC 341.192, which is also in House Bill 66 which explains they can invoice the county for inmate transportation, but the county is only responsible for current Medicaid reimbursement rates. Cumberland Trail's proposed contract rate is less than current Medicaid rates. Assistant Chief Hall believes six months is a reasonable amount of time to resolve this matter. He said this is an unfunded mandate that has been bestowed upon them and the taxpayers of St. Clairsville, Richland Township. They also understand that the Commissioners have to be fiscally responsible to Belmont County taxpayer money because they too have to be responsible for taxpayers and their residents. He said if they have no resolution by March 1, 2018, they will have to start billing for EMS services at the Medicaid rate. Mr. Dutton said the Prosecutor's office is currently reviewing the contract.

Commissioner Thomas left the meeting at 9:30 a.m.

RECESS

Reconvened at 10:23 a.m. Present: Commissioners Dutton and Meyer and Jayne Long, Clerk. Absent: Commissioner Thomas

Commissioner Dutton noted Commissioner Thomas stepped out due to illness.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION**

Motion made by Mr. Dutton, 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, compensation and dismissal of county employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:49 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:49 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF APPROVING THE TERMINATION
OF JAMES BENDA, FULL-TIME UTILITY WORKER/
BELMONT COUNTY SANITARY SEWER**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the termination of James Benda, full-time Utility Worker at Belmont County Sanitary Sewer, effective February 16, 2018, and to direct his supervisor to notify him of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF JANE BOWERS
AS PART-TIME RN/JAIL AND SARGUS JUVENILE CENTER**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Jane Bowers as a part-time RN for the Belmont County Jail and Sargus Juvenile Center, effective February 19, 2018.

Upon roll call the vote was as follows:

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

RECESS UNTIL THURSDAY AT 11:00 A.M.

Reconvened Thursday, February 15 at 11:08 a.m. Present: Commissioners Dutton, Meyer and Thomas and Jayne Long, Clerk. Also present: St. Clairsville Mayor Terry Pugh, St. C. Service Director Jim Zucal, Port Authority Director Larry Merry and Mike Bianconi.

**IN THE MATTER OF ADOPTING THE RESOLUTION
GRANTING THE PETITION FOR ANNEXATION OF
1,247 ACRES TO THE CITY OF ST. CLAIRSVILLE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the resolution granting the petition for annexation of 1,247 acres to the City of St. Clairsville pursuant to Section 709.021 and 709.022 Expedited Type 1 Annexation.

RESOLUTION

Pursuant to Ohio Revised Code §709.021 and 709.022, the Board considered a Petition for Expedited Type 1 Annexation of 1,247 acres in the Township of Richland to the City of St. Clairsville submitted by the authorized agent of the owner of the property to be annexed and found as follows:

1. The petition meets all the requirements as set forth in and was filed in the manner provided in Ohio Revised Code §709.022 Expedited Type 1 Annexations. The parties stipulated that the annexation had met all procedural revised code requirements.

2. The persons who signed the petition are the authorized agents of the owner of real estate located in the territory to be annexed in the petition, and as of the time the petition was filed with the Board of County Commissioners, the signatures on the petition constituted all owners of real estate in that territory. O.R.C. §709.02(D)

3. The municipal corporation to which the territory is proposed to be annexed has complied with Ohio Revised Code §709.021 and 709.022. The Board specifically finds the Resolutions 2018-2 of the City of St. Clairsville, and Resolution of the Richland Township Trustees, and subsequent Annexation Agreement between the Board of Trustees of Richland Township, Belmont County, Ohio and the City of St. Clairsville, a Municipal Corporation (St. Clairsville) substantially complies with the requirements of Ohio Revised Code §709.021 and 709.022.

IT IS, THEREFORE, ORDERED that the prayer of the petition be and is hereby granted and that the territory described in the petition be annexed to the City of St. Clairsville.

IT IS FURTHER ORDERED that the final transcript of this Board relating thereto, together with the accompanying plat and petition and all other papers pertaining thereto, be delivered forthwith to the Clerk of the City of St. Clairsville, Ohio.

Motion made by Commissioner Dutton, seconded by Commissioner Meyer to adopt the foregoing resolution and upon vote, the resolution was unanimously adopted.

Adopted: February 14, 2018.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

J. P. Dutton

Josh Meyer /s/

Josh Meyer

Mark A. Thomas /s/

Mark A. Thomas

Approved as to form:

David K. Liberati /s/

Assistant Prosecutor

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of February 14, 2018, as recorded in Volume 100 of the County Commissioners Journal.

February 14, 2018

Jayne Long /s/
Jayne Long, Clerk

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:12 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 11:12 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 21st day of February, 2018.

Mark A. Thomas /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, J. P. Dutton 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.

J. P. Dutton /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK