

St. Clairsville, Ohio

November 5, 2014

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

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

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Services-Public Defender/General Fund	170.16
A-Crystal Springs Water Co.	Supplies-Treasurer/General Fund	99.85
A-Don Pickenpaugh	Software/General Fund	267.00
A & K-Ohio AFSCME Care Plan	Dental coverage/General & Engineer MVGT Fund	1,054.00
A-Wheeling Office Supply	Supplies-Prosecutor/General Fund	\$349.02
N-GreenCore Designs, Inc.	10% project retainage/Capital Proj. Senior Centers Fund	17,595.00
N-Egypt Valley Stone LLC	Invoices due/EORIP Construction Fund	2,565.90
S-ATR Systems	Grant-guard tour system/District Detention Home Fund	3,048.50
S-Digital Data Communications, Inc.	Computers for Senior Center/In Home Care Levy Fund	5,530.52
S-Shirts 'n More	Supplies/Oakview Juvenile Residential Center Fund	64.50
T-Chase Bank	Escrow Account-Grant #B-C-12-1AG-1/CDBG Funds	16,220.00
W-Delinquent Collectors of Ohio	Tax collections/Treasurer DRETAC Fund	1,967.55
W-Riesbeck Food Markets Inc.	Food and bottled water/CEBCO Wellness Grant	12.96
Y-Belmont Co. Recorder	Recording Fees/Tax Certificate Admn Fund	2,800.00

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for November 5, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$179,531.36
A-GENERAL/Common Pleas Adult Probation	\$194.3-
A-GENERAL/CORONER	\$1,227.71
A-GENERAL/EMA	\$832.05
A-GENERAL/MAGISTRATE	\$482.89
A-GENERAL/RECORDER	\$6,655.19
A-GENERAL/911	\$7,980.72
B-Dog Kennel	\$1772.28
G-Lodging Excise Tax Fund	\$9,000.00
H-Job & Family, CSEA	\$2,786.87
H-Job & Family, Public Assistance	\$30,706.81
H-Job & Family, WIA	\$45,000.00; \$3,550.77; 47,500.00; \$26,500.00
K-Engineer MVGT	\$3,089.99
M-Juvenile Ct. – Title IV-E Reimb.	\$259.73
M-Juvenile Ct. Truant Officer Grant	\$26.55
P-Oakview Admn Bldg.	\$2,817.69
S-Certificate of Title Admn Fund	\$661.18
S-Clerk of Courts-Computer Fund	\$240.47
S-Common Pleas Ct. General Special Projects	\$6,069.15
S-District Detention Home	\$4,475.31
S-Job & Family, Children Services	\$15,724.79; \$1,028.68; \$22,322.08
S-Juvenile Ct. – Computer Fund	\$332.29
S-Juvenile Ct. General Special Projects	\$50.00
S-Oakview Juvenile Residential Center	\$5,893.57; \$826.66
S-Senior Services	\$25,614.09
W-Law Library	\$1,039.88

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

H08 WIA AREA 16 FUND/BCDJFS

FROM	TO	AMOUNT
E-2610-H008-H15.000 Carroll Co. OWIP	E-2610-H008-H16.000 Harrison Co. OWIP	\$6,000.00

S89 COMMON PLEAS COURT-GENERAL SPECIAL PROJECTS FUND

FROM	TO	AMOUNT
E-1572-S089-S01.000 Other Expenses	E-1572-S089-S02.000 Guardian Ad Litem	\$3,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Thomas to execute payment of Then and Now Certification dated November 5, 2014, 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 or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to grant permission for county employees to travel as follows:

COMMISSIONERS – Ginny Favede to travel to Columbus, OH, on Nov. 6, 2014, to attend CCAO Deferred Compensation Committee meeting. A county vehicle will be used. Matt Coffland to travel to Columbus, OH, on Nov. 6, 2014, for county business.

SANITARY SEWER DISTRICT – Jeff Azallion to travel to Ace Truck Equipment in Cambridge, OH, on Nov. 7, 2014, to pick up a crane. A county vehicle will be used.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 1, 2014.

Upon roll call the vote was as follows:

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

Announcements:

1) The Board of Commissioners is currently accepting resumes for an Emergency Medical representative on the Belmont County 911 Advisory Board. Any EMT in good standing with an official emergency medical service agency may apply. Interested applicants should submit a resume to the Belmont County Commissioners on or before December 1, 2014.

2) The Board of Commissioners is currently accepting applications for a position on the Law Library Resource Board. Please contact the Commissioners' Office for an application to be submitted on or before December 1, 2014.

**IN THE MATTER OF RELEASING XTO ENERGY, INC.
FROM THE RUMA DATED SEPT. 5, 2012 FOR 0.58 MILES
OF CH 78 (NATIONAL-OCO ROAD)/ENGINEER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the letter releasing XTO Energy, Inc. from the Road Use Maintenance Agreement (RUMA) dated September 5, 2012 for the use of 0.58 miles of CH 78 (National-Oco Road), based upon the recommendation of Fred Bennett, County Engineer. XTO Energy, Inc. has never used this road for drilling activity. Their plans have changed; therefore they no longer require the RUMA.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION
TEMPORARILY REDUCING LEGAL AXLE LOAD LIMIT
ON FLUSHING TOWNSHIP ROADS/ENGINEER**

Motion made by Commissioner Thomas, seconded by Commissioner Coffland to adopt the following:

RESOLUTION

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Flushing Township be reduced by fifty percent (50%) for the period beginning November 15, 2014 and ending April 15, 2015.

Upon roll call the vote was as follows:

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

Adopted November 5, 2014

**IN THE MATTER OF ENTERING INTO CONTRACT WITH OHIO-
WEST VIRGINIA EXCAVATING CO. FOR ENGINEER'S PROJECT 14-6
BEL-86, BEL-86-3.79 AND BEL-86-3.96 (PUGH RIDGE ROAD) SLIP REPAIR**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into contract with Ohio-West Virginia Excavating Company in the amount of \$214,214.00 for the Belmont County Engineer's Project 14-6 BEL-86, BEL-86-3.79 and BEL-86-3.96 (Pugh Ridge Road) SLIP REPAIR, an OPWC Emergency Project, based upon the recommendation of Fred Bennett, County Engineer.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS

PROJECT 14-6 BEL-86 SLIP REPAIR

BEL-86-3.79 & BEL-86-3.96

OPWC EMERGENCY PROJECT

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 5th day of November, 2014 between **OHIO-WEST VIRGINIA EXCAVATING COMPANY**, P.O. Box 128, Powhatan Point, Ohio 43942 and Mark Thomas, Matt Coffland and Ginny Favede, Commissioners of Belmont

County, WITNESSETH that said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** hereby agrees to furnish all material and do all work requisite necessary to repair two (2) roadway slips along County Highway 86 (Pugh Ridge Road) in accordance with plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1050 LF	W14 X 176 PILING, FURNISHED, DRILLED, ENCASED IN CONCRETE	\$121.00	\$127,050.00
224 EACH	6" X 24" X 56" REINFORCED CONCRETE LASSING	\$150.00	\$33,600.00
LUM SUM	UNCLASSIFIED EXCAVATION	\$12,750.00	\$12,750.00
LUMP SUM	GRANULAR BACKFILL	\$29,314.00	\$29,314.00
200 LF	GUARDRAIL, TYPE 5	\$18.00	\$3,600.00
4 EACH	ANCHOR ASSEMBLY, TYPE A	\$975.00	\$3,900.00
LUMP SUM	MAINTENANCE OF TRAFFIC	\$1,000.00	\$1,000.00
LUMP SUM	MOBILIZATION	\$3,000.00	\$3,000.00
	TOTAL		\$214,214.00

County will certify 10% of \$214,214.00 which is \$21,421.40.

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

Matt Coffland /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

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

OHIO-WEST VIRGINIA EXCAVATING COMPANY

BY: W. Roger Lewis /s/

W. Roger Lewis, President

Print/Type Signature

IN THE MATTER OF ENTERING INTO A LAND USE AGREEMENT WITH RICKIE PARKER, SR./FEMA HAZARD MITIGATION

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Land Use Agreement** with Rickie Parker, Sr. for property located at 55060 St. Joe Merritts Rd, Bellaire, Ohio, Parcel # 26-01218.000-32, in the amount of \$1.00 per year, effective November 5, 2014 through December 31, 2014; the lease shall then automatically renew on an annual basis.

LAND USE AGREEMENT

This Lease is made this Nov. 5, 2014, between The Belmont County Commissioners, whose address is 101 West Main Street, St. Clairsville, OH 43950 ("Landlord"), and Rickie Parker Sr., whose address is 55092 Moss Run Rd. Bellaire, Oh 43906 ("Tenant").

- PROPERTY.** Landlord leases to Tenant, on the terms and conditions set forth below, the Property located and described as follows (the "Property"): 55060 St. Joe Merritts Rd. Bellaire Oh 43906 (Parcel No.: 26-01218.000-32).
- TERM.** The term of this Lease shall initially begin on the date the lease is fully executed and expiring on December 31st of the following calendar year. The lease shall then automatically renew on an annual basis. Landlord or Tenant may terminate this Lease at any time and for any reason, upon 30 days written notice to the other party.
- RENT.** Tenant shall pay as rent for the Property the sum of one dollar (\$1.00) per year. The rent shall be due upon the signing of the lease and thereafter, the rent shall be paid by January 15th of each year to Landlord at its address set forth above or at such other place as Landlord may designate. If the rent is not paid within 5 days of the due date, the rent shall be deemed late.
- USE.** The Property can only be used for purposes compatible with open space, recreational, wetlands or proper floodplain management policies and practices, consistent with 44 CFR 80.19. **The Tenant shall only use the Property as additional yard space.**

In its use of the Property, Tenant shall comply with all applicable laws; shall commit no waste; shall not unreasonably interfere with the operations of Landlord or neighboring owners or tenants; shall make no alterations or improvements to the Property which are inconsistent with this lease; and shall not permit any liens to attach to the Property or Tenant's interest in this Lease. All rules set forth in the NMGP grant for open space management and maintenance will be followed, a copy of which rules are attached hereto and incorporated herein.

No structures shall be erected without authorization of the County Commissioners and County Floodplain Coordinator, and the structures erected shall be in compliance with all applicable federal, state and local laws, rules and regulations, and must be compatible with uses for open space, recreational, wetlands or proper floodplain management policies and practices.

No Commercial use of property.

The Landlord retains all mining, mineral, gas and oil surface and land rights.

- MAINTENANCE.** Tenant acknowledges that the Property is now in good repair and accepts the same in their present condition throughout the term of this Lease, and shall provide snow removal, mowing, sweeping, and similar maintenance. Tenant shall keep the lawns nicely mowed and at a height no greater than 7-inches. Notwithstanding anything to the contrary in this Paragraph 5, Tenant shall pay for any repairs and maintenance caused by the negligence or wrongful acts of the Tenant or its agents or employees, but excepting any damages waived by Landlord under Paragraph 8.
- INSURANCE.** Tenant shall maintain liability insurance with respect to their use of the Property and shall name the Belmont County Commissioners as an additional insured. Certificates of Tenant's insurance shall be furnished to Landlord and shall contain provisions prohibiting cancellation without 30 days' written notice to the Landlord. The Tenant's minimum insurance shall be \$1,000,000 single limit liability per occurrence.
- INDEMNITY.** Except to the extent liability is waived under Paragraph 8, Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages and losses, including expenses incidental to the defense of same, resulting from injury or death of any person or damage to property occurring on or about the Property, unless caused by the negligent acts of Landlord. In addition, Tenant shall indemnify and hold Landlord harmless against any claims, liabilities, damages, losses or expenses resulting from the

- release of hazardous substances, hazardous wastes or petroleum products on or from the Property or other violations of applicable environmental laws occurring during the term of this Lease. This indemnity shall survive the expiration or termination of this Lease.
8. **MUTUAL WAIVER OF LIABILITY.** Neither Landlord nor Tenant shall be liable for any damage to the property of the other caused by fire or other peril (a) covered by insurance maintained by the other party or (b) usually covered by a special form policy of property insurance, and each party releases the other from all liability for such damage including any subrogation claims of any insurer. This provision shall apply regardless of the negligence of the other party and shall not be limited by the amount of insurance coverage.
 9. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet the Property in whole or in part.
 10. **DEFAULT.** If Tenant defaults in the payment of rent or in the performance of any of their obligations under this Lease, and if the default is not cured within ten (10) days after written notice to Tenant of the default, Landlord may terminate Tenant's right of possession, in which event Tenant shall immediately surrender the Property to Landlord. If Tenant fails to so surrender the Property, Landlord may, without prejudice to any other remedies, peaceably enter and take possession of the Property. At any time during which Tenant is in default, Landlord may terminate this lease, without obligation to do so. Nothing contained in this Paragraph shall be deemed a limitation upon any remedies available to Landlord at law or in equity.
 11. **TENANTS PROPERTY.** All property placed or maintained on the Property shall be at Tenant's sole risk, and Landlord shall not be liable for any loss or damage to such property from any cause whatsoever. In the event of a termination of this Lease, any and all improvements to the property shall remain with the property, with no right of reimbursement to Tenant.
 12. **ENTRY AND INSPECTION.** Landlord retains the right to enter and inspect the Property at any time to insure compliance with federal, state and local laws, rules and regulations.
 13. **SURRENDER.** Upon expiration of this Lease, Tenant shall surrender the Property in as good condition as received, normal wear and tear and damage due to casualty excepted. Any property which Tenant fails to remove prior to the expiration or termination of this Lease shall be deemed abandoned.
 14. **TERMINATION OF LEASE.** In addition to the Landlord and Tenant rights to terminate this lease at any time, the Landlord and Tenant further agree the interests conveyed herein may not be inherited from a deceased Tenant, nor may the interests transferred pursuant to this lease be conveyed as pursuant to a sale of the adjacent land owned by the Tenant. In both instances, this lease shall terminate.
 15. **NOTICES.** All notices required or permitted by this Lease shall be in writing and shall be addressed to the parties at their addresses first set forth above, or at such other address as either party may provide by giving written notice to the other. Any notice shall be effective on the earlier of (a) actual receipt, (b) three days after the notice is sent by certified mail, postage prepaid, addressed as set forth above, or (c) one day after the notice is sent by nationally recognized overnight courier service, addressed as set forth above.
 16. **MISCELLANEOUS.** This Lease is the entire agreement of the parties and supersedes any prior negotiations. This Lease shall be binding upon and inure to the benefit of the parties. No waiver of any provision of this Lease shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Lease shall be severable and the invalidity of one provision shall not affect any others.

SIGNED as of the date first written above.

LANDLORD:

Matt Coffland /s/

Matt Coffland, President

Belmont County Commissioners

TENANT: Rickie L. Parker, Sr. /s/

Print Name: Rickie L. Parker, Sr.

OPEN SPACE MANAGEMENT AND MAINTENANCE

Allowable open space uses include:

1. Reforestation and planting of vegetation, agricultural cultivation, and grazing.
2. Picnic shelters, pavilions, and gazebos, with associated foundations, provided that the structure does not contain walls.
3. Restrooms are the only walled and roofed buildings allowed.
4. Small-scale recreational courts, bike and walking paths.
5. Camping, except where adequate warning time is not available to allow evacuation.
6. Installations of signs.
7. Simple agricultural structures.
8. Unimproved, pervious (porous or permeable surface) parking.
Communities may make accommodations for special needs, such as a limited area of paved parking for handicap accessibility. This must be coordinated with OHIO EMA.
9. Roads, driveways, camping pads limited to those necessary to serve the acceptable uses. Existing paved roads can be reused for these purposes.
10. Small boat ramps, docks, and piers to serve a public recreational use.
11. Sewer, water, and power to serve the allowable uses. Sewer, water, and power line crossings, where there is no floodwater obstruction created and there are no other readily available locations for those systems.

The community should ensure that any environmental conditions placed on the project are reviewed prior to implementing any land use decisions.

Unallowable Open Space Uses are:

1. The construction of flood damage reduction levees, dykes, berms or floodwalls.
2. All walled buildings or manufactured homes, except restrooms. Re-use of pre-existing structures unless the walls are removed.
3. Fences and all other obstructions in the floodway. Fences outside of the floodway must be designed to trap a minimum amount of debris.
4. Storage of inventory supporting a commercial operation or governmental facility, except for temporary storage in the open of wheeled vehicles. Long-term storage of very limited amounts of equipment, such as lawnmowers, necessary for maintenance of the acquired open space land is acceptable.
5. Cemeteries, landfills, storage of any hazardous or toxic materials, or other uses that are considered environmentally contaminating, dangerous, or a safety hazard.
6. Pumping and switching stations.
7. Above or below ground storage tanks.
8. Impervious parking. Impervious parking includes asphalt, concrete, oil treated soil, or other impervious material.
9. Use of off-site fill, except where necessary to avoid impacting on-site archaeological resources. Grading using on-site soil is permissible.
10. Installation of septic systems or re-use of pre-existing septic systems, except to service a permissible restroom.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A LAND USE AGREEMENT
WITH ROBB AUBER/FEMA HAZARD MITIGATION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Land Use Agreement** with Robb Auber for the following property in the amount of \$1.00 per year, effective November 5, 2014 through December 31, 2014; the lease shall then automatically renew on an annual basis: Talbot Rd. Bellaire Oh 43906 (Parcel No's.:26-00402.000 ,26-00404.000 ,26-00403.000 ,26-00951.000 ,26-00950.000).

LAND USE AGREEMENT

This Lease is made this _____, 20____, between The Belmont County Commissioners, whose address is 101 West Main Street, St. Clairsville, OH 43950 ("Landlord"), and _____ Robb Auber _____, whose address is 64740 Talbot Rd, Bellaire OH 43906 ("Tenant").

1. **PROPERTY.** Landlord leases to Tenant, on the terms and conditions set forth below, the Property located and described as follows (the "Property"): Talbot Rd. Bellaire Oh 43906 (Parcel No.:26-00402.000, 26-00404.000, 26-00403.000, 26-00951.000, 26-00950.000).
2. **TERM.** The term of this Lease shall initially begin on the date the lease is fully executed and expiring on December 31st of the following calendar year. The lease shall then automatically renew on an annual basis. Landlord or Tenant may terminate this Lease at any time and for any reason, upon 30 days written notice to the other party.
3. **RENT.** Tenant shall pay as rent for the Property the sum of one dollar (\$1.00) per year. The rent shall be due upon the signing of the lease and thereafter, the rent shall be paid by January 15th of each year to Landlord at its address set forth above or at such other place as Landlord may designate. If the rent is not paid within 5 days of the due date, the rent shall be deemed late.
4. **USE.** The Property can only be used for purposes compatible with open space, recreational, wetlands or proper floodplain management policies and practices, consistent with 44 CFR 80.19. **The Tenant shall only use the Property as additional yard space.**
In its use of the Property, Tenant shall comply with all applicable laws; shall commit no waste; shall not unreasonably interfere with the operations of Landlord or neighboring owners or tenants; shall make no alterations or improvements to the Property which are inconsistent with this lease; and shall not permit any liens to attach to the Property or Tenant's interest in this Lease. All rules set forth in the NMGP grant for open space management and maintenance will be followed, a copy of which rules are attached hereto and incorporated herein.
No structures shall be erected without authorization of the County Commissioners and County Floodplain Coordinator, and the structures erected shall be in compliance with all applicable federal, state and local laws, rules and regulations, and must be compatible with uses for open space, recreational, wetlands or proper floodplain management policies and practices.
No Commercial use of property.
The Landlord retains all mining, mineral, gas and oil surface and land rights.
5. **MAINTENANCE.** Tenant acknowledges that the Property is now in good repair and accepts the same in their present condition throughout the term of this Lease, and shall provide snow removal, mowing, sweeping, and similar maintenance. Tenant shall keep the lawns nicely mowed and at a height no greater than 7-inches. Notwithstanding anything to the contrary in this Paragraph 5, Tenant shall pay for any repairs and maintenance caused by the negligence or wrongful acts of the Tenant or its agents or employees, but excepting any damages waived by Landlord under Paragraph 8.
6. **INSURANCE.** Tenant shall maintain liability insurance with respect to their use of the Property and shall name the Belmont County Commissioners as an additional insured. Certificates of Tenant's insurance shall be furnished to Landlord and shall contain provisions prohibiting cancellation without 30 days' written notice to the Landlord. The Tenant's minimum insurance shall be \$1,000,000 single limit liability per occurrence.
7. **INDEMNITY.** Except to the extent liability is waived under Paragraph 8, Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages and losses, including expenses incidental to the defense of same, resulting from injury or death of any person or damage to property occurring on or about the Property, unless caused by the negligent acts of Landlord. In addition, Tenant shall indemnify and hold Landlord harmless against any claims, liabilities, damages, losses or expenses resulting from the release of hazardous substances, hazardous wastes or petroleum products on or from the Property or other violations of applicable environmental laws occurring during the term of this Lease. This indemnity shall survive the expiration or termination of this Lease.
8. **MUTUAL WAIVER OF LIABILITY.** Neither Landlord nor Tenant shall be liable for any damage to the property of the other caused by fire or other peril (a) covered by insurance maintained by the other party or (b) usually covered by a special form policy of property insurance, and each party releases the other from all liability for such damage including any subrogation claims of any insurer. This provision shall apply regardless of the negligence of the other party and shall not be limited by the amount of insurance coverage.
9. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet the Property in whole or in part.
10. **DEFAULT.** If Tenant defaults in the payment of rent or in the performance of any of their obligations under this Lease, and if the default is not cured within ten (10) days after written notice to Tenant of the default, Landlord may terminate Tenant's right of possession, in which event Tenant shall immediately surrender the Property to Landlord. If Tenant fails to so surrender the Property, Landlord may, without prejudice to any other remedies, peaceably enter and take possession of the Property. At any time during which Tenant is in default, Landlord may terminate this lease, without obligation to do so. Nothing contained in this Paragraph shall be deemed a limitation upon any remedies available to Landlord at law or in equity.
11. **TENANTS PROPERTY.** All property placed or maintained on the Property shall be at Tenant's sole risk, and Landlord shall not be liable for any loss or damage to such property from any cause whatsoever. In the event of a termination of this Lease, any and all improvements to the property shall remain with the property, with no right of reimbursement to Tenant.
12. **ENTRY AND INSPECTION.** Landlord retains the right to enter and inspect the Property at any time to insure compliance with federal, state and local laws, rules and regulations.
13. **SURRENDER.** Upon expiration of this Lease, Tenant shall surrender the Property in as good condition as received, normal wear and tear and damage due to casualty excepted. Any property which Tenant fails to remove prior to the expiration or termination of this Lease shall be deemed abandoned.
14. **TERMINATION OF LEASE.** In addition to the Landlord and Tenant rights to terminate this lease at any time, the Landlord and Tenant further agree the interests conveyed herein may not be inherited from a deceased Tenant, nor may the interests transferred pursuant to this lease be conveyed as pursuant to a sale of the adjacent land owned by the Tenant. In both instances, this lease shall terminate.
15. **NOTICES.** All notices required or permitted by this Lease shall be in writing and shall be addressed to the parties at their addresses first set forth above, or at such other address as either party may provide by giving written notice to the other. Any notice shall be effective on the earlier of (a) actual receipt, (b) three days after the notice is sent by certified mail, postage prepaid, addressed as set forth above, or (c) one day after the notice is sent by nationally recognized overnight courier service, addressed as set forth above.
16. **MISCELLANEOUS.** This Lease is the entire agreement of the parties and supersedes any prior negotiations. This Lease shall be binding upon and inure to the benefit of the parties. No waiver of any provision of this Lease shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Lease shall be severable and the invalidity of one provision shall not affect any others.

SIGNED as of the date first written above.

LANDLORD:
Matt Coffland /s/
Matt Coffland, President

Belmont County Commissioners
TENANT:
Robb Auber /s/
Print Name: Robb Auber

OPEN SPACE MANAGEMENT AND MAINTENANCE

Allowable open space uses include:

1. Reforestation and planting of vegetation, agricultural cultivation, and grazing.
2. Picnic shelters, pavilions, and gazebos, with associated foundations, provided that the structure does not contain walls.
3. Restrooms are the only walled and roofed buildings allowed.
4. Small-scale recreational courts, bike and walking paths.
5. Camping, except where adequate warning time is not available to allow evacuation.
6. Installations of signs.
7. Simple agricultural structures.
8. Unimproved, pervious (porous or permeable surface) parking.
Communities may make accommodations for special needs, such as a limited area of paved parking for handicap accessibility. This must be coordinated with OHIO EMA.
9. Roads, driveways, camping pads limited to those necessary to serve the acceptable uses. Existing paved roads can be reused for these purposes.
10. Small boat ramps, docks, and piers to serve a public recreational use.
11. Sewer, water, and power to serve the allowable uses. Sewer, water, and power line crossings, where there is no floodwater obstruction created and there are no other readily available locations for those systems.

The community should ensure that any environmental conditions placed on the project are reviewed prior to implementing any land use decisions.

Unallowable Open Space Uses are:

1. The construction of flood damage reduction levees, dykes, berms or floodwalls.
2. All walled buildings or manufactured homes, except restrooms. Re-use of pre-existing structures unless the walls are removed.
3. Fences and all other obstructions in the floodway. Fences outside of the floodway must be designed to trap a minimum amount of debris.
4. Storage of inventory supporting a commercial operation or governmental facility, except for temporary storage in the open of wheeled vehicles. Long-term storage of very limited amounts of equipment, such as lawnmowers, necessary for maintenance of the acquired open space land is acceptable.
5. Cemeteries, landfills, storage of any hazardous or toxic materials, or other uses that are considered environmentally contaminating, dangerous, or a safety hazard.
6. Pumping and switching stations.
7. Above or below ground storage tanks.
8. Impervious parking. Impervious parking includes asphalt, concrete, oil treated soil, or other impervious material.
9. Use of off-site fill, except where necessary to avoid impacting on-site archaeological resources. Grading using on-site soil is permissible.
10. Installation of septic systems or re-use of pre-existing septic systems, except to service a permissible restroom.

Upon roll call the vote was as follows:

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

Note: Belmont County, through a FEMA Hazard Mitigation Grant Program, purchased and acquired 55 flood damaged parcels in Neffs, as a result of the 2004 flood events. These properties have been made available to area residents for use as green/open space.

IN THE MATTER OF APPROVING AND SIGNING AN AMENDMENT TO THE VENDOR AGREEMENT WITH NCR FOUNDATION/BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign an amendment to the Vendor Agreement with NCR Foundation that is in effect for the period May 1, 2014 through April 30, 2015, on behalf of Belmont County Department of Job & Family Services, to increase the maximum amount of the agreement from \$50,000.00 to \$175,000.00 due to increases in usage.

Note: NCR Foundation provides transportation services for Title XIX individuals for medical appointments.

AMENDMENT TO VENDOR AGREEMENT WITH NCR FOUNDATION

The parties agree to increase the maximum amount of the agreement from \$50,000.00 to \$175,000.00 due to increases in usage. This is an increase of \$125,000.00 that will be in effect May 1, 2014 through April 30, 2015. All other terms of the agreement remain unchanged.

This amendment takes effect upon signature of all parties.

<u>Vince Gianangeli /s/</u>	<u>11-5-14</u>
Vince Gianangeli, Director	Date
<u>Van J. Ambrose /s/</u>	<u>11/13/14</u>
Van J. Ambrose	Date
<u>Mark A. Thomas /s/</u>	<u>11-5-14</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>11-5-14</u>
Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	<u>11-5-14</u>
Belmont County Commissioner	Date
<u>David K. Liberati /s/ Assistant</u>	<u>11-5-14</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR JOHN AND BRENDA MULLEN/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the **Satisfaction of Mortgage By Separate Instrument for John and Brenda Mullen, married**, for a mortgage deed dated December 1, 2000 as recorded in Volume 0783, pages 189-191 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated December 1, 2000, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0783 at pages 189-191, and executed by John and Brenda Mullen, married, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

11/5/14

Date

Belmont County Commissioners:

By: Matt Coffland /s/

Matt Coffland, President

Ginny Favede /s/

Ginny Favede

Mark Thomas /s/

Mark Thomas

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR JOHN AND BRENDA MULLEN/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the **Satisfaction of Mortgage By Separate Instrument for John and Brenda Mullen, married**, for a mortgage deed dated September 19, 2000 as recorded in Volume 0776, pages 134-136 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated September 19, 2000, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0776 at pages 134-136, and executed by John and Brenda Mullen, married, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

11/5/14

Date

Belmont County Commissioners:

By: Matt Coffland /s/

Matt Coffland, President

Ginny Favede /s/

Ginny Favede

Mark Thomas /s/

Mark Thomas

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING THE BID FOR THE WASTEWATER SYSTEM IMPROVEMENTS-OHIO VALLEY MALL FORCE MAIN PROJECT TO JAMES WHITE CONSTRUCTION CO./BCSSD

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for the Wastewater System Improvements-Ohio Valley Mall Force Main project to the low bidder, James White Construction Co. in the amount of \$622,037.00, based upon the recommendation of Jeff Vaughn, PE and Mark Esposito, Director, Belmont County Sanitary Sewer District.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTING COMMISSION PRESIDENT MATT COFFLAND TO REPRESENT THE BELMONT CO. COMMISSIONERS ON THE CIC BOARD OF TRUSTEES

Motion made by Mr. Thomas, seconded by Mrs. Favede to appoint President of the Board, Matt Coffland, to represent the Belmont County Commissioners on the Belmont County Community Improvement Corporation (CIC) Board of Trustees, effective November 6, 2014, and until such time that he no longer holds the position of President.

Note: The Board of Commissioners reorganizes annually on the 2nd Monday of each January. The new President will then assume the position on the CIC Board.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING PROPOSAL FROM H.E. NEUMANN FOR HVAC WORK IN THE JUVENILE/PROBATE COURTROOM

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign proposal number 25727 from H. E. Neumann in the amount of \$2,319.00 for all labor and materials necessary to install new HVAC diffusers, grills and flexible ductwork in the Juvenile/Probate Courtroom.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING ESTIMATE #3591
FROM FLAG FLOORS FOR INSTALLING NEW CARPET IN THE
JUVENILE/PROBATE COURTROOM**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign estimate number 3591 from Flag Floors in the amount of \$3,118.00 for the installation of new carpet (excluding base) in the Juvenile/Probate Courtroom.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE PROPOSAL FROM
PANHANDLE CLEANING AND RESTORATION FOR THE MITIGATION OF
VISIBLE MOLD GROWTH FROM THE EXTERIOR WALLS OF THE
BELMONT COUNTY COURTHOUSE ANNEX I BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the proposal from Panhandle Cleaning and Restoration in the amount of \$2,135.54 for the mitigation of visible mold growth from the exterior walls of the Belmont County Courthouse Annex I building.

PANHANDLE CLEANING & RESTORATION / DKI of Wheeling

42 – 38th St. / Wheeling, WV 26003
(304)232-2321 / (800)504-7054 / Fax: (304)232-8489
FIRE, SMOKE, WATER, SEWAGE, WIND, MOLD RESTORATION
WV Lic. #014743 / PA 100310
Tax ID#: 55-0764797

**W21023-M
Main Level**

Main Level

DESCRIPTION	QTY
1. Mobilization – Containment material and Labor	1.00 EA
2. Negative air fan/Air scrubber (24 hr period) – No monit.	2.00 DA
2 air scrubbers for 1 day.	
3. Add for personal protective equipment –Heavy duty	4.00 EA
4. Respirator cartridge – HEPA only (per pair)	2.00 EA
5. Respirator – Full face – multi-purpose resp. (per day)	2.00 EA
6. Haul debris – per pickup truck load – including dump fees	1.00 EA
Main Bathroom	Height: 8'
DESCRIPTION	QTY
7. Hazardous Waste/Mold Cleaning Technician – per hour	4.00 HR
Completely scrape off all loose plaster and compound on exterior wall.	
8. HEPA Vacuuming – Light – (PER SF)	391.65 SF
9. Apply plant-based anti-microbial agent	391.65 SF
10. Clean more than the walls	391.65 SF
11. Seal the surface area w/anti-microbial coating – one coat	232.00 SF
2 coats on exterior wall	
Hall Bathroom	Height 8'
Description	QTY
12. Hazardous Waste/Mold Cleaning Technician – per hour	2.00 HR
Completely scrape off all loose plaster and compound on exterior wall.	
13. HEPA Vacuuming – Light – (PER SF)	249.04 SF
14. Apply plant-based anti-microbial agent	249.04 SF
15. Clean more than the walls	249.04 SF
16. Seal the surface area w/anti-microbial coating – one coat	152.00 SF
2 coats on exterior wall	
17. Tear out contaminated non-salv. gluedn. cpt, cut/bag	46.71 SF
Grand Total	2,135.54

W21023-M 10/28/2014 Page: 2

DATE APPROVED 11/5/14

Mark A. Thomas /s/

Ginny Favede /s/

Matt Coffland /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM
JACK HAMILTON AND ASSOCIATES TO SURVEY THE PROPOSED
SITE FOR THE SENIOR SERVICES OF BELMONT COUNTY COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal from Jack Hamilton and Associates in the amount of \$4,450.00 to survey the proposed site for the Senior Services of Belmont County Community Building, based upon the recommendation of Jeremy Greenwood, Project Architect, Breisch & Crowley LLC/GreenCore Designs Inc.

342 High St., Box 471 Flushing, OH 43977 Ph: (740) 968-4947 Fax: (740) 968-4225 e-mail: hamilton@j.net www.hamiltonandassoc.com	Jack A. Hamilton & Associates, Inc.	Civil Engineering Land Surveying Mine Permitting GIS Data Services Land Development Global Positioning Systems
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October 23, 2014

The following is a proposal for work to be performed. If any of the information shown hereon is not in accordance with your understanding, please advise us immediately. We will not be responsible for any error or misunderstanding which may arise from a lack of proper notification.

PROPOSAL

Requested by: Attn: Jayne Long

Ph: 740-699-2155

Belmont County Board of Commissioners
101 W. Main St.
St. Clairsville, Ohio 43950

Location: 45240 National Road, St. Clairsville, Belmont County, Ohio

Description of Work: Perform a topographic survey for the area shown on the attached map as provided by Grencore Designs, Inc. The Survey shall include 1). Roadways inside the project area. 2). Contours at a 1' interval (5' index) and appropriate spot elevations throughout. 3). Locate all visible and marked utilities. (OUPS will be contacted to mark utilities or provide plans) 4). Locate all relevant site features including parking lots, trees (12" & greater diameter), tree drip edge, adjacent buildings, etc. 5). Provide a AutoCad formatted file/drawings of the completed survey.

Start Date Estimate: 5 working days after receipt of written confirmation to proceed

Completion Date Estimate: 20 working days after receipt of written confirmation to proceed

Basis of Charge Lump Sum of \$4,450.00 (Four Thousand Four Hundred Fifty Dollars)

Jack A. Hamilton & Associates, Inc. reserves the right to withdraw this proposal if not accepted within 30 days of above date.

Payment is due upon completion of work. A 1 1/2% per month service charge (18% APR) will be incurred by Client for any payment due and not paid within 30 days of billing date. Corners marked or stakes set are not to be used for construction until confirmation of work actually performed is received from this office. If the terms of this proposal are agreeable, please sign and return one copy and keep one copy.

Paul R. Hamilton /s/

Signature of Responsible Party

(Surveyor)

DATE APPROVED 11/5/14

Mark A. Thomas /s/

Ginny Favede /s/

Matt Coffland /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

Signature of Responsible Party

IN THE MATTER OF APPROVING THE HIRING OF CHRISTOPHER A. MUSSER AS THE HR GENERALIST/COMMISSIONERS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Christopher A. Musser as the HR Generalist for the Belmont County Commissioners at an annual salary of \$ 55,000.00 beginning November 17, 2014.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Mike Bianconi, Pease Township Trustee, stated he is against spending any tax dollars for the sewer lines for the fairgrounds. There are plenty of county roads, guardrails and bridges that the money can be used for. He feels the money can also go towards debt reduction. He also said he is very grateful for the Local Government Funds the Board of Commissioners gave to the townships. John Henthorne asked the Board of Commissioners to take action to improve the infrastructure in Belmont County. Mr. Coffland said there will be a print out in a few weeks to show what the Board's accomplishments were and it will show what was spent on infrastructure. Mr. Thomas said the issue with the roads is not being ignored. Close to \$1 million has already been released for bridges, guardrails and other materials this year. He said by law the Board of Commissioners are not in charge of the roads. The County Engineer, Mr. Bennett, was asked to come up with a plan on maintaining the roads. Once the plan is presented to the Board they will review it. Mr. Thomas said he does not know of any other county in Ohio that gives the County Engineer money from the General Fund. He is funded through the motor vehicle license tax. Everything here is done by the Ohio Revised Code; we do not make the law, we follow the law. Mr. Coffland said close to \$4 million of road paving is being done in Belmont County due to Road Use Maintenance Agreements with gas and oil companies. Mrs. Favede stated the courthouse is the responsibility of the commissioners. Large pieces of the exterior are falling off of the front of the building every year. It is a liability and a hazard. It is the property of the residents of Belmont County and is a historical building. For safety reasons and preservation of a public building it will be worked on and maintained.

IN THE MATTER OF ADOPTING THE PRELIMINARY CONSENT LEGISLATION RESOLUTION EMPOWERING THE ENGINEER, ON BEHALF OF THE COMMISSIONERS, TO ENTER CONTRACTS WITH THE DIRECTOR OF ODOT TO COMPLETE PROJECT BEL-OBPP CR/TR289/TR304/TR426

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the Preliminary Consent Legislation resolution empowering the Belmont County Engineer, on behalf of the Board of Belmont County Commissioners, to enter into contracts with the Director of the Ohio Department of Transportation to complete Project BEL-OBPP CR4/TR289/TR304/TR426, PID No. 97840 for the replacement of four (4) bridges in Belmont County.

Note: The entire cost of the project will be borne by ODOT. The four bridges are:

BEL-RIC T289.091 Cumberland Run Rd., BEL-CH4-9.62 Willow Grove Rd., BEL-PUL T 304-2.27 Frought Run Rd. and BEL-COL 426-0.05 Buzz Ayers Road

PRELIMINARY LEGISLATION

Consent

Ordinance/Resolution #: _____

PID No. 97840

County/Route/Section: BEL OBPP CR4/TR289/TR304/TR426

The following is a/an Resolution enacted by the Belmont County Commissioners of Belmont
(Ordinance/Resolution) (Local Public Agency)

County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the LPA has determined the need for the described project:

Replacement of four (4) bridges in Belmont County. This work will be performed as part of PID 97840, BEL OBPP CR4/TR289/TR304/TR426.

NOW THEREFORE, be it ordained by the Belmont County Commissioners of Belmont County, Ohio.

(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The LPA shall be responsible for all financial resources necessary for those items outside the scope of the project, as stated above.

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI Authority to Sign

I, County Engineer Fred Bennett of said Belmont County Commissioners is hereby empowered on behalf of the
 (Contractual Agent) (LPA)

Belmont County Commissioners to enter into contracts with the Director of Transportation which is necessary to
 (LPA)

complete the above described project.

Passed: 11/5, 2014.

(Date)

Attested: Jayne Long /s/

(Clerk)

Attested: Bonnie Zuzak /s/

(Title) Asst. Clerk

Fred F. Bennett /s/

(Contractual Agent of LPA – title)

(President of Council)

The Resolution is hereby declared to be an emergency measure to expedite the highway project and
 (Ordinance/Resolution)

to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: ENGINEER’S DEPT. BRIDGE REPLACEMENTS – Engineer Fred Bennett presented a news release that had been released about a year ago at the end of October by the Governor’s Office where Gov. Kasich announced that the state was going to invest \$120 million in repair and replacement of more than 200 county and city owned bridges over the next three years. Belmont County was fortunate enough to get a total of ten (10) bridges that will be replaced. The first four will be replaced in fiscal year 2015, which covers this past July to July 2015. In the spring, ODOT will let a contract to do the four bridges referred to in the above resolution. They will be linked together in one contract. Six more bridges will be done in the next fiscal year. Mr. Bennett said there is no cost to the county for these bridges. The state is taking care of everything, including the letting of the contracts and the design of the bridges. This program has already started and there are bridges being built now in the southern part of the state in other counties.

IN THE MATTER OF BID OPENING FOR BELMONT COUNTY

FAIRGROUNDS SEWERAGE PROJECT/BCSSD

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Belmont County Fairgrounds Sewerage project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Everett L. Harper & Son, Inc. 345 College Parkway/Suite 1 Parkersburg, WV 26104	X	\$1,033,146.00
M J Excavating Ltd. PO Box 426 Sugarcreek, OH 44681	X	\$ 889,516.35
Ohio-West Excavating Co. PO Box 128 Powhatan Point, OH 43942	X	\$ 894,921.50
Fleming-Walker, Inc. 1612 Perry Highway Portersville, PA 16051	X	\$1,112,894.00
The James White Construction Co. 4156 Freedom Way Weirton, WV 26062	X	\$ 963,536.00
Border Patrol, LLC 86180 Water Works Road Hopedale, OH 43976	X	\$ 794,177.56
Fields Excavating, Inc. 177 Twp. Rd. 191 Kitts Hill, OH 45645	X	\$ 971,750.00
S.E.T., Inc. 235 East Water Street Lowellville, OH 44436	X	\$1,002,262.00
Zemba Bros., Inc. 3401 East Pike Zanesville, OH 43701	X	\$ 865,445.44

Present for the bid opening were Jeff Vaughn, Project Engineer.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Belmont County Fairgrounds Sewerage project to Jeff Vaughn, Project Engineer and Mark Esposito, BCSSD Director, for review and recommendation.

Upon roll call the vote was as follows:

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

9:30 Bid Opening-Belmont County Fairgrounds Discussion

Mrs. Favede said the Board of Commissioners has committed \$500,000 to the Belmont County Fairground Sewage Project. An application for a grant was submitted in April. We were preapproved for \$100,000 through the Governor's Office of Appalachia. She is working with Jeff Vaughn, Vaughn Coast and Vaughn, to complete the formal application. The project cannot be awarded until the grant dollars are received. Dave Jones said other entities will benefit from this such as the Carnes Center. Mrs. Favede said when the pre-application was completed it was done as an economic development grant. Investing in the Belmont County Fairgrounds to run as a year-round project is an economic development aspect. OUE completed a strategic plan to substantiate it is an economic development for the county.

9:45 Public Hearing-Road Improvement 1125

Re: Vacation of a portion of High St. and a 12' alley/Lynn Addition/Goshen Twp.

Present: Fred Bennett, County Engineer; Ruth Graham, Engineer's Drafting Technician; and Robert DeFrank, of The Times Leader. Mrs. Graham said the road view was last week. Present at the road view was Mr. Bennett, Mrs. Graham, Bruce Miller, Goshen Township Trustee, and Mr. Coffland. Ruth reviewed maps with the Board of Commissioners. There is nothing there and no opposition to the vacation. Mr. Coffland said the trustees were okay with the vacation.

**IN THE MATTER OF THE VACATION OF
A PORTION OF HIGH STREET AND A PORTION
OF A 12' ALLEY IN PROPOSED LYNN ADDITION
GOSHEN TWP. SEC. 12, T-7, R-5/RD IMP #1125**

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06**

Date: 11/05/2014

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated October 29, 2014 proceeded on November 5, 2014 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should _____ be granted.

The width to which said improvement should be opened is _____ feet.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:
"See attached plat"

The undersigned recommends the following changes in the proposed improvement which to his judgment should be made in the event the proposed improvement be granted to-wit:

Fred F. Bennett/s/
County Engineer of Belmont County, Ohio

**IN THE MATTER OF THE VACATION OF
A PORTION OF HIGH STREET AND A PORTION
OF A 12' ALLEY IN PROPOSED LYNN ADDITION
GOSHEN TWP. SEC. 12, T-7, R-5/RD IMP #1125**

Office of County Commissioners
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.
*Rd. Imp. #1125***

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 5th day of November, 2014 in the office of the Commissioners with the following members present:

- Mr. Coffland
- Mr. Thomas
- Mrs. Favede

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

- | | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

Adopted the 5th day of November, 2014

Jayne Long /s/
Clerk, Board of County Commissioners,
Belmont County, Ohio

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:58 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with the Belmont County Prosecutor and Assistant Prosecutor pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of county employees.

Upon roll call the vote was as follows:

- | | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:46 A.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn executive session.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:47 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of county employees.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:58 A.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn executive session.
Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

IN THE MATTER OF ADOPTING A PAY SCHEDULE FOR THE LICENSED PRACTICAL NURSES AT THE BELMONT COUNTY JAIL & SARGUS JUVENILE CENTER

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following Resolution:
RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners has the right to establish hours of work and compensation for its employees, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby establish the attached pay schedule for all current and future full-time, permanent Licensed Practical Nurses stationed at the Belmont County Jail and Sargus Juvenile Center. This pay schedule applies only to those employees working directly for the Belmont County Board of Commissioners and shall go into effect with the pay period beginning November 2, 2014. The current standard work week may be adjusted as needed.

Upon roll call the vote was as follows:

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

**PAY SCHEDULE
* LICENSED PRACTICAL NURSES *
BELMONT COUNTY JAIL & SARGUS JUVENILE CENTER
EFFECTIVE 11/02/14**

	<u>New Hire</u>	<u>120 Prob.*</u>	<u>1 yr.**</u>	<u>2 yr.</u>	<u>3 yr.</u>	<u>4 yr.</u>
LPN	15.42	15.85	16.30	16.76	17.23	17.72

Longevity begins at six years of employment and will initially start with a thirty-five cents (\$0.35) per hour increase followed by an eight cents per hour (\$0.08) increase for each year thereafter up to twenty-five (25) years. All longevity increases will begin with the pay period in which the hire date falls.

* 120 calendar days from the date of hire ** One year from the end date of the probationary period

HOURLY RATE FOR INTERMITTENT LICENSED PRACTICAL NURSES

All Intermittent LPNs will be paid **\$15.42 per hour effective 11/02/14** and will not advance through the pay schedule. Any future adjustments to their hourly rate will be determined by the Board of Commissioners in the form of a standardized pay schedule for this classification and/or an across-the-board increase for all staff within their appointed authority.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:00 A.M.

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 11:00 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of November, 2014.

_____ COUNTY COMMISSIONERS

We, Matt Coffland 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.

_____ PRESIDENT

_____ CLERK