

St. Clairsville, Ohio

February 8, 2017

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

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

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

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

IN THE TOTAL AMOUNT OF \$825,558.00

Upon roll call the vote was as follows:

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

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

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

Gross Wages P/E 1/07/17 THRU 1/21/17

General Fund	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,885.53
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	619.92
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	887.04
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,925.24
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,886.23
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	212.80
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,735.43
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,964.94
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	776.08
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,732.66
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8,288.15
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	623.89
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	2,968.34
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,168.32
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,540.02
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,803.50
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,424.92
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,142.16
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,767.23
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	15,721.31
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,917.90
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	935.20
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,986.84
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,497.01
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,277.78
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	364.63
			97,085.07
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,708.51
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,527.11
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	373.27
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	402.08

Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	424.62
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	429.24
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	557.76
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	156.24
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	753.97
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	46,915.81
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,688.50
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,746.03
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,371.88
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	13,232.85
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,216.70
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,086.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	313.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,551.65
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	576.72
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	604.87
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	370.48
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,223.26
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,432.09
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	10,011.78
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	1,555.47
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,319.49
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	207.59
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	50.57
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,130.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	7,548.89
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,601.17
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,844.30
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.38
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	29,488.90
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	15,625.58
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	360.76
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	80.60
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,874.44
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	409.52
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	367.72
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	84.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,384.20

LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	539.14
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			281,235.41

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS
FOR 2016 WORKERS' COMPENSATION TRUE-UP FINAL PAYMENT CHARGEBACKS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for 2016 Workers' Compensation True-Up Final Payment Chargebacks.

2016 WORKERS' COMPENSATION TRUE-UP FINAL PAYMENT ACCOUNT NAME	FROM ACCOUNT	TO ACCOUNT	2016 FINAL FEB. PYMT.
GENERAL FUND			
TOTAL GENERAL FUND	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,860.65
OTHER AGENCIES			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	63.09
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	1,100.23
FLOOD GRANT-PD FROM WIA	E-2600-H005-H11.000	R-9899-Y089-Y04.574	0.00
WINDSTORM NEG. OH-26	E-2600-H005-H12.000	R-9899-Y089-Y04.574	0.00
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	198.42
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	86.51
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	67.56
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	319.60
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	98.87
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	24.73
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	8.25
LEPC	E-1720-P090-P09.004	R-9899-Y089-Y04.574	2.74
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	25.68
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	249.02
JUVENILE ACCOUNTABILITY BLOCK GRANT	E-0914-S035-S05.000	R-9899-Y089-Y04.574	0.00
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	68.82
MENTAL RETARDATION	E-2410-S066-S77.004	R-9899-Y089-Y04.574	707.99
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	362.61
COUNTY RECORDER	E-1210-S078-S13.004	R-9899-Y089-Y04.574	0.00
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	78.11
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	7.92
WESTERN COURT COMPUTER FUND	E-1550-S082-S12.004	R-9899-Y089-Y04.574	0.00
EASTERN COURT COMPUTER FUND	E-1570-S084-S12.004	R-9899-Y089-Y04.574	6.50
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	9.65
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	8.58
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	15.80
COMMON PLEAS COURT-SPECIAL	E-1572-S089-S08.004	R-9899-Y089-Y04.574	0.00
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	R-9899-Y089-Y04.574	0.76
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	179.04
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	7.62
SMART OH PILOT GRANT	E-1519-S076-S10.002	R-9899-Y089-Y04.574	1.41
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	15.34
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	56.80
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	0.84
PROSECUTOR'S VICTIM PROGRAM	E-1511-W080-P06.004	R-9899-Y089-Y04.574	12.33
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	14.67
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	4.34

WATER DEPARTMENT			
WWS #2 REVENUE	E-3701-P003-P30.004	R-9899-Y089-Y04.574	89.80
WWS#3 REVENUE	E-3702-P005-P30.004	R-9899-Y089-Y04.574	213.79
SSD #1 REVENUE	E-3704-P051-P14.004	R-9899-Y089-Y04.574	32.89
SSD #2 REVENUE	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	37.31
SSD #3A REVENUE	E-3706-P055-P14.004	R-9899-Y089-Y04.574	5.61
SSD #3B REVENUE	E-3707-P056-P14.004	R-9899-Y089-Y04.574	2.10
JUVENILE COURT GRANTS			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	0.00
CARE AND CUSTODY-YSSP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	0.00
CARE AND CUSTODY-SUBSTANCE ABUSE	E-0400-M060-M74.004	R-9899-Y089-Y04.574	0.00
PLACEMENT II	E-0400-M075-M04.000	R-9899-Y089-Y04.574	0.00
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	101.64
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9899-Y089-Y04.574	0.00
COUNTY HEALTH			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	141.69
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	0.00
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	0.00
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	0.00
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	0.00
TOBACCO	E-2216-F078-F02.002	R-9899-Y089-Y04.574	0.00
WOMENS HEALTH SERVICE	E-2217-F079-F01.002	R-9899-Y089-Y04.574	0.00
HEALTHY HOMES	E-2228-F080-F01.002	R-9899-Y089-Y04.574	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9899-Y089-Y04.574	0.00
PREP	E-2230-F082-F01.002	R-9899-Y089-Y04.574	0.00
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	0.00
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	0.00
CHILD & FAMILY HEALTH SERVICE	E-2233-F085-F01.002	R-9899-Y089-Y04.574	0.00
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	0.00
TOTAL WORKERS' COMP.			7,289.31
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	4.37
		GRAND TOTAL	7,293.68

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to request the Belmont Co. Budget Commission certify the following monies.

CASINO REVENUE Q4-2016/GENERAL FUND-\$183,390.86 deposited into R-0010-A000-A06.500 on 01/31/17.

CASINO REVENUE Q4-2016/N29 FUND-\$183,390.86 transferred from the General Fund to the N29 Fund on 02/15/17.

CORSA REIMBURSEMENT/WATER DAMAGE-HEALTH DEPT.-\$3,308.17 CORSA Reimbursement deposited into R-0040-A00-Q00.500 on 01/04/17. (Claim No. 0160027778-Water Damage/Health Dept. DOL 08/20/16).

INSURANCE REIMBURSEMENT/BCSO ACCIDENT-\$2,822.10 Insurance Reimbursement deposited into R-0040-A000-Q00.500 on 02/01/17. (Claim No. 0160027909-BCSO Cruiser Accident DOL 01/20/17).

REIMBURSEMENT FROM OAKVIEW JUVENILE/DUPLICATE PAYMENT-\$964.50 deposited into R-0050-A000-A45.500 on 02/06/17. *Reimbursement for payment made to ALS by BOC in error.*

REIMBURSEMENT FROM SHERIFF/FEBRUARY 2017 SCANNER PAYMENT-\$4,501.39 deposited into R-0050-A000-A45.500 on 02/06/17. *Reimbursement from Sheriff/February, 2017 Scanner Payment.*

W98 CECO WELLNESS GRANT FUND/HALF 2017 ALLOCATION-\$6,396.00 deposited into R-1498-W098-W12.501 on 02/02/17. *First half-2017 Program Allocation.*

W98 CECO WELLNESS GRANT FUND/2017 ADMIN.-\$4,000.00 deposited into R-1498-W098-W12.501 on 02/06/17. *Admin. Portion of 2017 Wellness Grant.*

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated February 8, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

COMMISSIONERS-Steve Hill to Sandusky, OH, on February 15-18, 2017, to attend the Professional Land Surveyors of Ohio, Inc. Conference. Estimated expenses: \$1,100.00.

DJFS-Vince Gianangeli to Columbus, OH, on March 13-14, 2017, to attend Statehouse Day. Estimated expenses: \$294.90. John Regis to Athens, OH, on April 10, 2017, to attend the Region 4 Fiscal meeting. Estimated expenses: \$12.00. A county vehicle will be used for travel. Vince Gianangeli, Christine Parker, John Laroche and William Marinacci to Daytona, FL, on May 2-6, 2017, to attend the National Foster Care Conference. Estimated expenses: \$6,480.00.

HUMAN RESOURCES-Katie Bayness to Columbus, OH, on March 7-10, 2017, to attend the Ohio Safety Congress and Expo. Estimated expenses: \$387.00.

SENIORS-Tish Kinney to Mingo Junction, OH, on February 3, 2017, to Wilson Funeral Home to attend a funeral viewing. Donna Steadman to Moundsville, WV, on February 7, 16, 21 & 28, 2017, to Four Seasons Pool for water exercise and social interaction. Mary Beth Tennant to Wheeling, WV, on March 10, 2017, to Ye Olde Alpha Restaurant for nutrition and social interaction. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENTS TO THE DISTRICT 18 OHIO PUBLIC WORKS INTEGRATING COMMITTEE

Motion made by Mr. Thomas, seconded by Mr. Meyer to appoint Belmont County Engineer Terry Lively to the District 18 Public Works Integrating Committee as the Board of Commissioners' representative and Assistant Engineer Dan Boltz as the alternate effective immediately through May 20, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION APPOINTING THE BELMONT COUNTY COMMISSION PRESIDENT TO THE BELMONT COUNTY TOURISM COUNCIL BOARD OF DIRECTORS

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

RESOLUTION APPOINTING THE BELMONT COUNTY COMMISSION PRESIDENT TO THE BELMONT COUNTY TOURISM COUNCIL BOARD OF DIRECTORS

Whereas, per the Belmont County Tourism Council By-Laws, the Tourism Council Board of Directors shall consist of seven (7) members appointed by the Commissioners of Belmont County, Ohio; and

Whereas, per the Belmont County Tourism By-Laws, Council members shall serve a five year term; and

Whereas, it is the intent of the Belmont County Board of Commissioners that the President of the Board of Commissioners shall hold a position on the Tourism Council Board of Directors going forward; and

Now, therefore, be it resolved, the Belmont County Board of Commissioners appoints Commission President Mark A. Thomas to the Belmont County Tourism Council Board of Directors, effective immediately, and;

Be it further resolved, that the succeeding Commission Presidents shall hold this position annually.

Adopted this 8th day of February, 2017

Upon roll call the vote was as follows:

Mr. Thomas	<u>Yes</u>
Mr. Dutton	<u>Yes</u>
Mr. Meyer	<u>Yes</u>

Mr. Thomas noted as the President of the Board rotates that given President will serve on the Belmont County Tourism Board of Directors.

IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE AGREEMENT WITH OHIO GATHERING COMPANY, L.L.C. FOR PIPELINE ACTIVITY

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Ohio Gathering Company, effective February 8, 2017, for the use of 1.70 miles of CR-4 (Colerain Pike) for pipeline activity.

Note: County Wide Bond #K08271410 on file.

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

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

RECITALS

WHEREAS, Authority has control of the several county/township roads and bridges within Colerain and Pease Townships, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

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

WHEREAS, Operator intends to commence use 1.70 miles of CR-4 (Colerain Pike) for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines), for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

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

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

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

1. The portion of CR-4 {Colerain Pike), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of US-250 {Colerain Road) and ending at a point 1.70 miles to the east at an existing powerline easement. It is understood and agreed that the Operator shall not utilize any of the remainder of Colerain Pike {CR-4) for any of its Pipeline Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty {30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless accepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be considered to be included in the County-Wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority -approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on February, 2017.

Executed in duplicate on the dates set forth below.

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: 02/08/17

Approved as to Form:
David K. Liberati /s/ assist

County Prosecutor
Upon roll call the vote was as follows:

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

Operator

By: David Ledonne /s/

Printed Name: David Ledonne

Company Name: Ohio Gathering Company, L.L.C.

Title: Vice President of Ohio Gathering Co., LLC

Dated: 11/28/16

Steve Hill, Oil and Gas Liaison, noted ten new RUMA's will be coming which helps to get some of the roads paved.

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners, and Ascent Resources-Utica, LLC, effective February 8, 2017, in the amount of \$4,000 per net leasehold acre for 7.694 acres, located in Colerain Township, for a five-year term, 20% royalty. Total Payment Amount: \$30,776.00

PAID-UP

OIL & GAS LEASE Lease No. _____

This Lease made this 8th day of February, 2017, by and between: **The Belmont County Board of Commissioners, by Mark A. Thomas, J. P. Dutton, and Josh Meyer**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

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

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

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

Township: 7; Range: 3 Section 20; NE ¼: Tax Parcel No.: Unknown (Sunny Lane Drive), Containing 1.26 acres
Townships: 7 & 6; Range: 3; Sections 18 (NW ¼) & 19 (NE & SE ¼): Tax Parcel No.: Unknown (Twin Beech Road), Containing 6.434 acres

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

and described for the purposes of this agreement as containing a total of 7.694 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. **February 8th, 2017** (effective date) to 11:59 P.M. **February 7th, 2022** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (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

Mark A. Thomas /s/

Mark A. Thomas

J. P. Dutton /s/

J.P. Dutton

Josh Meyer /s/

Josh Meyer

Approved as to Form

David K. Liberati /s/ assist

Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE LAND USE AGREEMENT
GRANTING XTO USE OF PARCEL NUMBERS 14-60002.000 AND 14-00328.000**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the Land Use Agreement, effective February 8, 2017, granting XTO Energy, Inc. the use of parcel numbers 14-60002.000 and 14-00328.000 (Belmont County's Key Garage), for temporary storage of various pieces of construction equipment.

Note: XTO shall be responsible for any damages related to its temporary waterline operations.

**Land Use Agreement
betwixt**

Belmont County and XTO Energy Inc.

XTO Energy Inc. (XTO) wishes to use a portion of Belmont County's Key Garage for the temporary storage of various pieces of construction equipment. XTO shall be responsible for any damages related to its temporary waterline operations on parcel number(s) 14-60002.000 and 14-00328.000 located in Belmont County, Ohio. This permission granted by Belmont County to XTO is contingent on the following conditions:

- 1) Upon cessation of operations, XTO shall remove all equipment and restore the premises to their original condition as is reasonably possible.
- 2) No parking of equipment shall be permitted in front of the garage doors or blocking any of the cinder or stone piles.
- 3) XTO's operations can in no way interfere with Belmont County's use of the Key Garage.
- 4) XTO cannot store hazardous or flammable materials on the site, such as fuel trucks.
- 5) XTO shall be fully responsible for any spills or leaks from their equipment.
- 6) Belmont County is not responsible for the security of XTO's equipment.
- 7) XTO shall not track dirt, mud, or any other debris onto the township road.
- 8) In case of emergencies, XTO shall provide a 24-hour contact phone number for Belmont County's use during the length of this agreement.
- 9) XTO shall not operate its equipment in any manner that would cause unnecessary noise, pollution, or nuisance to the neighbors of the Key Garage.
- 10) There shall be no fee collected by Belmont County for this use of the Key Garage.
- 11) XTO shall hold Belmont County harmless for any and all claims that might arise from this agreement.
- 12) This agreement may be revoked by Belmont County at any time for any reason. If Belmont County revokes this agreement, XTO agrees to remove all of its equipment within 24 hours and complete the restoration work within one week.

This Agreement shall be in effect on February 8, 2017.

Executed in duplicate on the dates set forth below.

Authority

By: Mark A. Thomas /s/

Commissioner

By: J. P. Dutton /s/

Commissioner

By: Josh Meyer /s/

Commissioner

By: Terry Lively /s/

Terry Lively, County Engineer

Dated: 02/08/17

Approved as to Form:

David K. Liberati /s/ assist

County Prosecutor

Upon roll call the vote was as follows:

Operator

By: Edwin S. Ryan, Jr. /s/

Printed name: Edwin S. Ryan, Jr.

Company Name: XTO Energy Inc.

Title: Vice-President, Land

Dated: 2/7/17

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH POPA CONSULTING LLC,
FOR 2017 FULL BRIDGE INSPECTION PROGRAM/ENGINEER'S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into contract with Popa Consulting LLC, in the amount of \$27, 800.00 for the 2017 full bridge inspection program for Belmont County; this will be paid from the Engineer's MVGT funds.

AGREEMENT

This agreement entered into at St. Clairsville Ohio, this 8th day of, February 2017, by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and Popa Consulting LLC, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 5630 Bonnie Lou Drive, New Franklin, Ohio 44319.

WITNESSETH:

That the County and the Consultant for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I – WORK DESCRIPTION

The consultant agrees to provide a full bridge inspection program for Belmont County in 2017 including:

1. Physical inspection of approximately 278 structures assigned by the County Engineer. Inspections shall be performed by a professional Engineer who has completed the ODOT Comprehensive Bridge Inspector's Training Seminar.
2. Enter all the inspection data into the ODOT Structure Management System (SMS). No paper inspection forms will be submitted.
3. Review and revision inventory information where required due to repairs or rehabilitation.
4. Load rating calculations to structures where the general appraisal decreases to a poor condition rating.
5. Immediate notification of the County Engineer where rapid deterioration or dangerous conditions exist so that necessary action can be taken.
6. Provide photographs for all structures for the county files.

CLAUSE II – WORK SCHEDULE

The consultant agrees to begin immediately upon authorization to proceed. The work will be completed by the end of 2017.

CLAUSE III – PRIME COMPENSATION

The county agrees to compensate the Consultant for the performance of the work specified in the Agreement as follows:

Compensation based upon the work performed in accordance with the hourly rate schedule of the Popa Consulting LLC, Standard Contract, 2016, with a lump sum compensation that shall not exceed Twenty Seven Thousand Eight Hundred Dollars, \$27,800.00.

Prime compensations, only as agreed and by letter authorization from the county may be added to or subtracted.

Partial payments based upon the percentage of work completed, will be invoiced by the Consultant monthly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first above written, by affixing the signature of a duly authorized officer of the consultant and the signature of the County Engineer.

Witness: Jennifer K. Popa /s/

Witness: Bonnie Zuzak /s/

Witness: Jayne Long /s/

POPA CONSULTING, LLC

By: C. Jason Popa /s/

Title: Principle/CEO

BELMONT COUNTY ENGINEER

By: Terry Lively /s/

BELMONT COUNTY COMMISSIONERS

By: Mark A. Thomas /s/

By: J. P. Dutton /s/

By: Josh Meyer /s/

BELMONT COUNTY PROSECUTOR

By: David K. Liberati /s/ assist

Approved as to form

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH BRUCE HARRIS & ASSOCIATES
FOR PARCEL ACCESS TEMPLATE SERVICES (WEB MAPPING)/GIS DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into contract with Bruce Harris & Associates, for a one-time fee of \$12,680.00, for Parcel Access Template services (Web mapping), based upon the recommendation of Don Pickenpaugh, Belmont County GIS Director.

Note: To be paid from GIS funds.

THIS AGREEMENT entered into this 8th day of February 2017, between Bruce Harris & Associates, Inc., hereinafter called "Contractor", party of the first part, and Belmont County, Ohio, hereinafter called "Belmont County", party of the second part, WITNESSETH:

THAT WHEREAS, the Contractor is in the business of providing Geographic Information Systems and related services for various governmental agencies in the United States, and

WHEREAS, Belmont County is desirous of having the Contractor provide Parcel Access Template services to the County of Belmont,

NOW, THEREFORE, in consideration of the covenants and conditions of the Contract, IT IS AGREED between the parties as follows:

TERM OF CONTRACT

This contract shall be in force from the date of execution of this contract and may be revised periodically subject to renegotiation concerning the services provided and the amount of the services, should the services differ from those outlined in the contract.

This Contract, as heretofore described, made and entered on this 8th day of February, 2017.

BRUCE HARRIS & ASSOCIATES

Contractor

By: Bruce C. Harris/s/

Bruce C. Harris, President

COUNTY OF BELMONT

St. Clairsville, Ohio

By: Terry D. Lively /s/

Terry D. Lively, Belmont County Engineer

By: J. P. Dutton /s/

J. P. Dutton, Belmont County Commissioner

By: Josh Meyer /s/

Josh Meyer, Belmont County Commissioner

By: Mark Thomas /s/

Mark Thomas, Belmont County Commissioner

Approved as to form:

David K. Liberati /s/ Assist.

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH BRUCE HARRIS & ASSOCIATES
FOR GIS WEBSITE HOSTING SERVICES (WEB MAPPING HOSTING)/GIS DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into contract with Bruce Harris & Associates, in the amount of \$650.00 per month, for GIS Website Hosting services (Web mapping hosting), based upon the recommendation of Don Pickenpaugh, Belmont County GIS Director.

Note: To be paid from GIS funds.

THIS AGREEMENT entered into this 8th day of February 2017, between Bruce Harris & Associates, Inc., hereinafter called "Contractor", party of the first part, and Belmont County, Ohio, hereinafter called "Belmont County", party of the second part, WITNESSETH:

THAT WHEREAS, the Contractor is in the business of providing Geographic Information Systems and related services for various governmental agencies in the United States, and

WHEREAS, Belmont County is desirous of having the Contractor provide GIS Website Hosting services to the County of Belmont,

NOW, THEREFORE, in consideration of the covenants and conditions of the Contract, IT IS AGREED between the parties as follows:

TERM OF CONTRACT

This contract shall be in force from the date of execution of this contract and may be revised periodically subject to renegotiation concerning the services provided and the amount of the services, should the services differ from those outlined in the contract.

This Contract, as heretofore described, made and entered on this 8th day of February, 2017.

BRUCE HARRIS & ASSOCIATES

COUNTY OF BELMONT

Contractor

St. Clairsville, Ohio

By: Bruce C. Harris/s/

By: Terry D. Lively /s/

Bruce C. Harris, President

Terry D. Lively, Belmont County Engineer

By: J. P. Dutton /s/

J. P. Dutton, Belmont County Commissioner

By: Josh Meyer /s/

Josh Meyer, Belmont County Commissioner

By: Mark Thomas /s/

Mark Thomas, Belmont County Commissioner

Approved as to form:

David K. Liberati /s/ Assist.

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

Discussion-Present: Don Pickenpaugh, GIS Director; Dave Ivan, EMA Director; Bryan Minder, 911 Director; and Steve Hill, Oil and Gas Liaison. Mr. Pickenpaugh noted the GIS website has been online since 2002 and a mapping component was added in 2004. "We have a good website that I'm proud of, but it's a little slow at times. We've taken steps to boost up the server processor and RAM and update the soft-ware. We need to look at a new state-of-the-art system in the GIS world," said Mr. Pickenpaugh. Mike Bianconi, Pease Township Trustee, supports the use of the GIS systems and said it benefits all. Mr. Hill said Mr. Pickenpaugh mapped the location of all county RUMA's and major pipelines, as well as bridges and culverts. Mr. Thomas said for a county of our size and resources, we have the best GIS system in Ohio. Mr. Thomas said, "The best compliment we get comes from out-of-town developers who, once they find the site, are amazed at what we have for a county of 70,000 people." Mr. Minder said it is an invaluable resource to everyone in the county from a safety standpoint and the information is always up to date. "When the oil and gas companies come in and want to put in a well site, the first thing they have to do before they can even submit paperwork to the state requesting a permit is to contact Bryan and get an address and he in turn gives it to Don and pre-planning can be started on the pads and emergency evacuation can be pre-planned," said Mr. Ivan. Mr. Pickenpaugh is the only nominee from the State of Ohio for "Member of the Year" and will be honored at the Professional Land Surveyors of Ohio annual conference next week.

IN THE MATTER OF ACCEPTING THE PROSECUTING ATTORNEY'S FURTHERANCE OF JUSTICE ANNUAL REPORT FOR THE YEAR 2016

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the Belmont County Prosecuting Attorney's Furtherance of Justice annual report for the year 2016 in accordance with O.R.C. Section 325.12.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR SHAUN M. HAYES/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument for Shaun M. Hayes** for the following deeds as recorded in the Belmont County Recorder's Office, based upon the recommendation of Rick Healy, Belomar Regional Council:

- Mortgage deed dated January 31, 2011, Volume 257, pages 889-891
- Mortgage deed dated October 21, 2010, Volume 256, pages 925-928

Satisfaction of Mortgage By Separate Instrument

The undersigned hereby certifies that a certain mortgage deed January 31, 2011 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Book 0257 at pages 889-891 and executed Shaun M. Hayes to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

2-8-17 Belmont County Commissioners:
Date

By: Mark A. Thomas /s/
Mark A. Thomas
J. P. Dutton /s/
J.P. Dutton
Josh Meyer /s/
Josh Meyer

Satisfaction of Mortgage By Separate Instrument

The undersigned hereby certifies that a certain mortgage deed October 21, 2010 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Book 0256 at pages 925-928 and executed Shaun M. Hayes to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

2-8-17 Belmont County Commissioners:
Date

By: Mark A. Thomas /s/
Mark A. Thomas

J. P. Dutton /s/
J.P. Dutton
Josh Meyer /s/
Josh Meyer

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM TOTTERDALE BROS. SUPPLY CO., INC. /BELMONT COUNTY COURTHOUSE

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the quote dated January 26, 2017, from Totterdale Bros. Supply Co., Inc., in the amount of \$1,425.00 for one 30-gallon commercial electric hot water heater for the third floor of the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING THE CORPORATE OUTFITTER PURCHASE AGREEMENT WITH CABELA'S MARKETING AND BRAND MANAGEMENT, INC./COMMON PLEAS COURT-ADULT PROBATION DEPT.

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas, on behalf of the Board, to sign the Corporate Outfitter Purchase Agreement with Cabela's Marketing and Brand Management, Inc., for the purchase of supplies and equipment for the Common Pleas Court – Adult Probation Department.

Corporate Outfitter Purchase Agreement

This Corporate Outfitter Purchase Agreement ("Agreement") is entered into by Cabela's Marketing and Brand Management Inc., a Nebraska corporation ("Cabela's") and Belmont County Commissioners ("Customer," and each a "Party") as of February 8, 2017 ("Effective Date").

Cabela's is engaged in the business of marketing and selling of hunting, fishing, camping and related outdoor merchandise. The Parties wish to enter into this Agreement to define the terms under which Cabela's will sell products to Customer.

1. SCOPE OF THE AGREEMENT

- 1.1. **Scope.** From time to time, Customer may order products from Cabela's product catalog ("**Product(s)**") by submitting a purchase order ("**Purchase Order(s)**") to Cabela's. Each Purchase Order will list the products, pricing, quantity and delivery date of the Products ordered and will be reviewed and accepted or rejected by Cabela's. Products sold under this Agreement are not intended for resale.
- 1.2. **Controlling Terms.** The terms and conditions of this Agreement will govern all Purchase Orders for the Products accepted by Cabela's, and no pre-printed terms or conditions Purchase Orders or any other documents will be of any effect, regardless of when Customer has submitted such terms. Restricted Products and Custom Products are subject to further terms addition to the terms in this Agreement, as discussed in Sections 3.3 and 3.4.
- 1.3. **Nonexclusivity.** Customer has no obligation to purchase Products solely from Cabela's and Cabela's may continue to sell the Products to other customers.

2. TERM AND TERMINATION

- 2.1. **Term.** This Agreement will become effective on the Effective Date and will remain in effect for a period of five (5) years ("**Initial Term**"). Upon expiration of the Initial Term this Agreement will automatically renew for successive 1 year terms (together with the Initial Term, the "**Term**").
- 2.2. **Termination.** Either Party may terminate this Agreement at any time upon providing sixty (60) days prior written notice. When this Agreement terminates, Cabela's will complete delivery for any accepted Purchase Orders and Customer will pay Cabela's any outstanding payments due to Cabela's at termination or under any Purchase Order. The obligations of the Parties under Sections 4, 5 and 6 of this Agreement will survive.

3. PRICE, PRODUCTS, PAYMENT, DELIVERY AND RETURNS

- 3.1. **Price.** The initial prices for the Products will be the standard list price in the Cabela's catalog. Cabela's may adjust prices from time to time in its sole discretion without notice. Any discounts will be agreed by the Parties on an order by order basis. Any applicable sales taxes will be added to the price unless Customer provides a properly completed resale or similar sales tax exemption certificate covering the sale of the Products. Prices do not include the cost of delivery of the Products to the Customer.
- 3.2. **Products Availability.** Not all Products are available in all areas due to country, state or local regulations and laws. Cabela's reserves the right to limit Product quantities.
- 3.3. **Custom Products.** Customer may order Products that are customized with the Customer's logo, trademark or other design ("**Custom Products**"). Additional terms will apply to the order of any Custom Products.
- 3.4. **Restricted Products.** Certain Products in the Cabela's catalog have federal state or local law restrictions that control how the Product can be sold ("**Restricted Products**"). Any purchase of a Restricted Product will be subject to those restrictions.
- 3.5. **Shipment and Risk of Loss.** Cabela's will arrange for shipment to Customer's facility, at Customer's cost and in accordance with the Corporate Outfitter Shipping policy. Title and risk of loss will pass when the Products are delivered to Customer's facility.
- 3.6. **Payment.** Unless otherwise agreed by the Parties for a specific order, Customer will be invoiced for each shipment and payment in full will be due net thirty (30) days from the date of the invoice.
- 3.7. **Inspection and Acceptance.** Customer has the right to inspect Products upon receipt of the shipment. If Customer does not inspect and notify Cabela's in writing of any deficiency or nonconformance within ten (10) days of receipt of the shipment, the Products are accepted. Provided a timely notice has been given to Cabela's, Customer will destroy or return, at Cabela's sole discretion, any non-conforming Products at Cabela's expense and in accordance with all applicable law.
- 3.8. **Returns.** All Products are subject to Cabela's standard return policy, which can be found on the Cabela's website, <http://www.cabelas.com/custserv/custserv.asp?pageName=ReturnsPolicy>. No returns are allowed on any Custom Products or Restricted Products unless the Products do not conform to the Product specifications, are defective and covered by warranty or Cabela's shipped more than the number of Products ordered.
- 3.9. **Labeling.** Customer may not alter any Product, packaging, labels, or warnings and must deliver all Products to end users with all labels, instructions, and warnings intact.

4. WARRANTY

Cabela's warrants the Products in accordance with its standard warranty policy, which can be found on the Cabela's website <http://www.cabelas.com/custserv/custserv.asp?pageName=ReturnsPolicy>. Cabela's-branded Products (clothing, footwear and optics, excluding waders) are guaranteed for the life of the Products under normal wear and tear and against defects workmanship. All other Cabela's-branded Products (excluding powersports, tractors or tractor equipment) carry a limited guarantee for one (1) full year under normal use against defects in material or workmanship. CABELA'S DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If the Products fail to conform to the foregoing limited warranty, Cabela's will, at its option, replace the Products free of charge or give a credit for the Products equal to the price paid by Customer. Replacement or credit will be Cabela's sole obligation and Customer's exclusive remedy for breach of warranty and will be conditioned upon Cabela's receiving written notice of any alleged breach of warranty within a reasonable time after discovery of such defect but in no event more than ten (10) days after discovery. At Cabela's request, Customer will return to Cabela's any Products for which a warranty claim has been made, F.O.B Cabela's plant with freight prepaid.

5. LIMITATION ON CONSEQUENTIAL DAMAGES

CABELA'S WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LABOR COSTS, ARISING FROM THE PRODUCTS, FROM THE SALE OR USE OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO ANOTHER PRODUCT, FROM ANY BREACH OF THIS AGREEMENT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT OR OTHER THEORY OF LIABILITY. CABELA'S LIABILITY HEREUNDER WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT(S) GIVING RISE TO THE CLAIM REGARDLESS OF WHETHER CABELA'S IS APPRISED OF THE RISK OF SUCH DAMAGES.

6. INTELLECTUAL PROPERTY AND TRADEMARKS

This Agreement is not intended to create or transfer any ownership in any intellectual property to or from either Party. Each Party retains ownership of all intellectual property owned by the Party before entering into this Agreement. It is acknowledged that no new intellectual property is anticipated to be created by the supply of Products; to the extent any intellectual property is created, that intellectual property will be the sole

and exclusive property of the Party who created it. Any use of Cabela's logos or trademarks must be approved by Cabela's in writing and accordance with Cabela's branding guidelines.

7. MISCELLANEOUS

- 7.1 Entire Agreement; Modifications; No Waiver. This Agreement, together with Cabela's posted Warranty and Returns Policy, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. This Agreement may only be modified in a writing signed by both Parties that refers to this Agreement and expressly modifies its terms. No waiver under this Agreement is effective unless it is in a writing signed by the Party waiving its right.
- 7.2. Governing Law and Venue. This Agreement will be governed by the law of the State of Nebraska without regard to its conflict of law principles. Any legal suits, actions or proceedings relating to this Agreement will be instituted in the federal or state courts of the State of Nebraska, and each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.
- 7.3. Confidentiality and Use of Information. From time to time a Party may disclose information related to its business to the other Party that the disclosing Party considers confidential and proprietary ("Confidential Information"). A receiving Party may only use Confidential Information as necessary the performance of its obligations under this Agreement. The receiving Party will protect the confidential information from disclosure to third parties and hold it as confidential using the same degree of care as the receiving Party uses to protect its own confidential or proprietary material, but in no event less than a reasonable degree of care. These obligations will continue for a period of two (2) years following any termination of this Agreement for any reason; provided that with respect to any confidential information that constitutes a trade secret, these obligations shall continue for so long as such information remains a trade secret. Notwithstanding the foregoing restrictions, the receiving Party may disclose any information to the extent required by an order of any court or governmental authority, but only after the disclosing Party has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.
- 7.4. Force Majeure. Each Party will be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond the Party's reasonable control, including riot, war, act of enemies (including terrorism within the continental United States), national emergency, fire, flood, act of God, severe weather conditions, material shortage, labor disputes and disruptions or strikes that renders it substantially impossible for a party to perform its obligations under the Agreement. Notice of a Party's failure or delay in performance due to a force majeure must be given to the other Party within ten (10) business days after its occurrence. All delivery dates under this Agreement that have been affected by force majeure will be tolled for the duration of the force majeure.
- 7.5. Assignment. Neither Party may assign this Agreement or any of its rights, duties, or obligations hereunder (whether directly or indirectly, voluntarily, or by operation of law) without the prior written consent of the other Party, and any attempted assignment without consent will be void.
- 7.6. Notices. Any notices required by this Agreement will be considered given if sent by United States Certified Mail, postage prepaid and addressed as follows:
 If to Customer: Belmont County Commissioners
101 West Main Street
St. Clairsville, OH 43950
 If to Cabela's: Attn: Corporate Sales
628 Illinois Street
Sidney, NE 69162
 With a copy to:
 Attn: Legal Department
One Cabela Drive
Sidney, Nebraska 69160
- 7.7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile signatures, or other electronic signatures, are binding and have the same effect as a handwritten signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned duly authorized agents as of the Effective date.

CABELA'S

Cabela's Marketing and Brand Management, Inc.

By: _____
 Name: _____
 Title: _____

APPROVED AS TO FORM:

David K. Liberati /s/ assist
 PROSECUTING ATTORNEY

CUSTOMER

Belmont County Commissioners

By: Mark A. Thomas /s/
 Name: Mark A. Thomas, President
 Title: 02/08/17

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF DUSTIN BLAKE, BUILDING AND GROUNDS EMPLOYEE

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation of Dustin Blake, Building and Grounds employee, effective February 7, 2017.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord asked for an update on the proposed building department. Mr. Thomas said he met with Larry Merry, Port Authority Director, two weeks ago regarding hiring someone to implement and prepare documents to submit to the state. Mr. Thomas said it is on the backburner for now and the board will have continued discussions. He said an issue is a lack of qualified individuals to fill the positions.

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 1, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:42 A.M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:06 A.M.

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:06 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF PLACING DOYLE CROOKS,
911 DEPUTY DIRECTOR, ON PAID ADMINISTRATIVE LEAVE**

Motion made by Mr. Thomas, seconded by Mr. Meyer to place Doyle Crooks, Belmont County 911 Deputy Director, on paid administrative leave effective February 14, 2017, pursuant to Ohio Revised Code 124.388.

Upon roll call the vote was as follows:

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

Mr. Thomas explained the Ohio Revised Code provides that the County Commissioners can put an employee on unpaid administrative leave for only 60 days. The Commissioners, by law, shall reinstate the employee on paid administrative leave after the 60 days.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:08 A. M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 10:08 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of February, 2017.

Mark A. Thomas /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

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

Mark A. Thomas /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK